

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

**WEDNESDAY, MAY 21, 2003, 7:30 P.M.**

**CALL TO ORDER**

Pledge of Allegiance  
Invocation - Reverend Michael Torphy, Religious Science  
Church of Grand Junction

**PRESENTATION OF APPRECIATION PLAQUE TO OUTGOING MAYOR CINDY ENOS-MARTINEZ**

**PRESENTATION OF CERTIFICATES OF APPOINTMENT**

TO NEWLY APPOINTED MEMBER OF THE HISTORIC PRESERVATION BOARD

**PROCLAMATIONS / RECOGNITIONS**

6<sup>TH</sup> ANNUAL HISTORIC PRESERVATION AWARDS

PROCLAMING MAY 18<sup>TH</sup> – MAY 24<sup>TH</sup>, 2003 AS “EMERGENCY MEDICAL SERVICES WEEK” IN THE CITY OF GRAND JUNCTION

**PRE-SCHEDULED CITIZENS AND VISITORS**

JOHN DUFFY PUBLISHER OF THE GRAND JUNCTION FREE PRESS

STEVE WAREHAM WITH BROTHERHOOD OF LOCOMOTIVE ENGINEERS  
REGARDING REMOTE CONTROL LOCOMOTIVES

**SCHEDULED CITIZEN COMMENTS**

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

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

*Action: Approve the Summary of the May 5, 2003 Workshop and the Minutes of the May 7, 2003 Regular Meeting*

2. **Setting a Hearing for the O'Connor Annexation Located at 511 31 Road** [File #ANX-2003-068] [Attach 2](#)

The O'Connor Annexation is comprised of 1 parcel of land on 1.3121 acres located at 511 31 Road. The owner is seeking annexation in conjunction with a future subdivision request, pursuant to the 1998 Persigo Agreement with Mesa County.

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

Resolution No. 45-03 - 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, O'Connor Annexation, Located at 511 31 Road and Including a Portion of E Road and 31 Road Rights-Of-Way

*\*Action: Adopt Resolution No. 45 -03*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, O'Connor Annexation, Approximately 1.3121 Acres Located at 511 31 Road and Including a Portion of E Road and 31 Road Rights-Of-Way

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for July 2, 2003*

Staff presentation: Ronnie Edwards, Associate Planner

3. **Setting a Hearing for the Rold Annexation Located at 524 30 Road** [File #ANX-2003-080] [Attach 3](#)

Resolution for Referral of Petition to Annex/First reading of the annexation ordinance/Exercising land use jurisdiction immediately for the Rold Annexation located 524 30 Road. The 0.7998 acre Rold Annexation is an annexation consisting of one parcel of land.

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

Resolution No. 46-03 - 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, Rold Annexation, Located at 524 30 Road

\*Action: *Adopt Resolution No. 46 -03*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Rold Annexation, Approximately 0.7998 Acres Located at 524 30 Road

Action: *Adopt Proposed Ordinance on First Reading and Set a Hearing for July 2, 2003*

Staff presentation: Senta Costello, Associate Planner

**4. \*\*\* Nomination to CML Executive Board**

[Attach 13](#)

City Council will consider a letter of nomination for Mayor Jim Spehar to the Colorado Municipal League slate of nominees.

Action: *Authorize the Mayor Pro Tem to Sign a Letter of Nomination for CML's Executive Board on Behalf of the City Council*

**5. Hallenbeck Ranch Property Lease**

[Attach 5](#)

This is a proposed one-year ranching and grazing lease with an option to extend for an additional year if Mr. Miller achieves all of the City's performance objectives.

Resolution No. 48-03 – A Resolution Authorizing a One-Year Lease of the City's Hallenbeck Ranch Property to Clint Miller

\*Action: *Adopt Resolution No. 48-03*

Staff presentation: Greg Trainor, Utilities Manager

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

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

6. **Bid Approvals** (Items a. b. c. d. may be awarded under one motion)

a. **Canyon View Park East Bid** [Attach 6](#)

On April 29, 2003, the City of Grand Junction opened bids for Canyon View – East. Base bid improvements include 3 multipurpose fields, 2 tennis courts, parking, hard and soft surfaced trails, security lighting, landscaping, irrigation and a new entry off of 24 ½ Road.

*Action: Authorize the City Manager to Sign a Construction Contract for Canyon View Park (East Side) with Sorter Construction in the Amount of \$1,402,727.25 to Include the Base Bid and Alternates A, B, C, D, and F*

Staff presentation: Joe Stevens, Director of Parks and Recreation

b. **2003 Alley Improvement District** [Attach 7](#)

Bids were received and opened on May 6, 2003 for 2003 Alley Improvement District. Reyes Construction Inc. submitted the low bid in the amount of \$397,832.78.

*Action: Authorize the City Manager to Sign a Construction Contract with Reyes Construction for the 2003 Alley Improvement District in the Amount of \$397,805.80*

Staff presentation: Tim Moore, Public Works Manager

c. **29 Road Improvements Phase II Streets** [Attach 8](#)

Bids were opened on May 6, 2003 for the street reconstruction phase of the 29 Road Improvement Project between North Avenue and Pinyon Street. Utility relocations in this section were completed in April, 2003. Phase II street improvements include construction of 3,500 linear feet of concrete curb, gutter, and sidewalk, and 14,000 square yards of aggregate base course and asphalt pavement.

*Action: Authorize the City Manager to Sign a Construction Contract with M.A. Concrete for the 29 Road Improvements, Phase II Streets in the Amount of \$892,448.88*

Staff presentation: Tim Moore, Public Works Manager

d. **Signal Communications, Phase IB** [Attach 9](#)

Bids were opened on May 6, 2003 for the Signal Communications Phase 1B project. The low bid was submitted by Temple & Petty Construction in the amount of \$280,693.88.

*Action: Authorize the City Manager to Sign a Construction Contract with Temple and Petty Construction in the Amount of \$280,693.88*

Staff presentation: Tim Moore, Public Works Manager

7. **Contract to Buy and Sell Real Estate at 159 Colorado Avenue** [Attach 4](#)

The City has entered into a contract to purchase the property at 159 Colorado Avenue from Mr. Robert C. Miller. The property will accommodate additional parking for Two Rivers Convention Center.

Resolution No. 47-03 – A Resolution Authorizing the Purchase by the City of Real Property Located at 159 Colorado Avenue from Robert C. Miller and Ratifying Actions Heretofore Taken in Connection Therewith

*\*Action: Adopt Resolution No. 47-03*

Staff presentation: Tim Moore, Public Works Manager

8. **Public Hearing – CDBG 2003 Action Plan** [Attach 10](#)

City Council will consider which activities and programs to fund and will prioritize and recommend levels of funding for CDBG projects for the 2003 Program Year. The City will be receiving \$417,000 from the US Department of Housing and Urban Development for its 2003 CDBG Program Year.

*Action: Consider the CDBG City Council Subcommittee Recommendations for Funding for the City's 2003 CDBG Program Year Action Plan and Set a Final Hearing for June 16, 2003*

Staff presentation: David Thornton, Principal Planner

9. **Public Hearing – Amending the Hospice Campus Planned Development to be Located at 3090 & 3150 North 12<sup>th</sup> Street** [File# PDR-2003-036] [Attach 11](#)

Second Reading of the Ordinance to amend Ordinance 3391 for the Preliminary Development Plan for the Hospice Medical Campus to be located at 3090 & 3150 North 12th Street.

Ordinance No. 3534 – An Ordinance Zoning Two Parcels Located at 3090 and 3150 North 12<sup>th</sup> Street from PD (For Miller Homestead) to PD for the 12<sup>th</sup> Street Medical Plaza and Hospice Care Planned Development

*Action: Adopt Ordinance No. 3534 on Second Reading*

Staff presentation: Lori V. Bowers, Senior Planner

10. **Staff Update and First Reading - Watershed and Water Supply Protection District Ordinance (No Public Discussion)** [Attach 12](#)

A Watershed Protection ordinance will protect the public water supply and preserve the City's water resources. Various activities and land uses in the City's watersheds could affect the quality and quantity of the water supply and facilities. In order to be able to decide what risks each activity may present to the City's water supply and to see if modifications are necessary, persons conducting certain activities within the watersheds must first obtain City review, and if allowed, a watershed permit.

Proposed Ordinance Establishing a Watershed and Water Supply Protection District; Establishing Procedures and Standards for Watershed District Permits in Connection with Various Activities within said Watersheds; Prohibiting any Person from Polluting said Watersheds; Requiring a Watershed District Permit for Most Activities; and Providing Penalties and Remedies for Violation of this Ordinance

*Action: Adopt on First Reading an Ordinance Establishing a Watershed and Water Supply Protection District, thus Protecting the City's Water Supplies, and Discuss a Date for a Hearing*

Staff presentation: Mark Relph, Public Works and Utilities Director  
Dan Wilson, City Attorney

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

12. **OTHER BUSINESS**

13. **ADJOURNMENT**

**Attach 1**  
**Minutes of Previous Meetings May 5 and May 7, 2003**

**GRAND JUNCTION**  
**CITY COUNCIL WORKSHOP**

**May 5, 2003**

The City Council of the City of Grand Junction, Colorado met on Monday, May 5, 2003 at 7:05 p.m. in the City Hall Auditorium to discuss workshop items. Those present were Harry Butler, Bruce Hill, Dennis Kirtland, Bill McCurry, Gregg Palmer, Jim Spehar, and President of the Council Cindy Enos-Martinez.

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

- 1. CDOT'S 1601 PROCESS AND THE/RIVERSIDE PARKWAY PROJECT:**  
Mark Relph, Public Works and Utilities Director, introduced the item and had Public Works Manager Tim Moore give the Council an overview of the process that the City has undertaken so far on this project and the purpose of the loop. The Design Action Committee met numerous times over the last year and unanimously recommends the Noland Avenue connection. Councilmember Palmer inquired as to the time frames for the project. Mr. Moore outlined the time frames for each piece. Councilmember Palmer asked about the widening of I-70B. Mr. Moore said that may happen too; a study on that is just beginning. He commented that it will be difficult to accommodate the projected amount of traffic in 25 years via just the State Highway system.

Mr. Relph then invited Doug Aden, State Transportation Commissioner, and Owen Leonard, CDOT Region 3 Director, to address the Council. Doug Aden commended the City on its work on addressing transportation issues. He praised the upcoming Corridor Optimization Study in conjunction with the County and the City. Mr. Aden told the Council that the 1601 process must be applied consistently state-wide and listed several projects that had also been required to complete the 1601 process. The requirement for the process is not tied to funding.

Owen Leonard, Region 3 Director, reciprocated Mr. Relph's comments and spoke of the valley-wide transportation planning process. He explained the Corridor Optimization Study process briefly and how it will be funded. The time frame for the report is within a year.

The role of CDOT and the need for approval was discussed in detail with the Council. Mr. Leonard offered the assistance of his staff to provide resources to move the 1601 process along. He agreed to look at the data and see what time can be saved in the process using what the City has already done. Mr. Leonard emphasized the need for the public process and cautioned against any pre-determined recommendation. When asked about the time frame for the process, Mr. Leonard responded an Environmental Assessment Action would have to occur first which would take around 18 months. If a more in-depth environmental study is required (Environmental Impact Study – EIS), then it could take two to three years. Mr. Aden explained about other alternatives that would not require a 1601. Mr. Leonard noted, however, there will probably be other portions of the parkway that will require a 1601 process, such as the 29 Road and I-70 connection and the connection to I-70 B. If an alternative that did not require a 1601 process is selected, an access permit is usually decided upon within 45 days once the application is submitted.

City Manager Arnold asked Council if they want to take the next step and see what the 1601 process brings. If Council wants to go forward, he recommends that the 1601 process be started.

Councilmember Hill asked how much the 1601 process will cost. Mr. Arnold estimated \$1.5 million. Councilmember Spehar voiced concerns over spending that kind of money to come to the same conclusion. He suggested that other alternatives be reviewed again to see if another alternative can work. Mr. Arnold noted the results of the CDOT correspondence has not been taken back to the Design Action Committee (DAC).

**Action summary:** Council wanted time to consider the alternatives. Councilmember Spehar suggested a discussion with the Design Action Committee. Mr. Arnold said he will organize a luncheon meeting.

Council took a recess at 9:24 p.m. Council reconvened at 9:30 p.m.

2. **REGIONAL IMPACT FEES:** Tom Fisher, Director of the Regional Transportation Planning Office, presented this issue. He explained who makes up the RTPO and who the City's representative is. He then reviewed how data was collected for this proposal and what considerations had been made. He then asked the Council to discuss the possibility and come to a consensus as to whether the RTPO should continue to pursue this impact fee. The fee will be based on trip



generation (capacity consumption). Councilmember Spehar asked about the cost of the study. Mr. Fisher said all of the work will be accomplished in-house.

**Action summary:** Councilmembers did not object to the study going forward.

3. **CITY COUNCIL ASSIGNMENTS:** Annually City Council discusses and assigns Councilmembers to represent them on various boards and within different outside organizations. Formal action is to be taken by resolution at Wednesday's Regular City Council Meeting.

Councilmember Spehar asked if the Council wants representation on GJEP and Incubator. Councilmember Spehar explained that the reasons for not having representation on these boards in the past. Councilmember Spehar said any representative will be there as eyes and ears for the Council. City Attorney Wilson noted that there may be some land use review on the Incubator property in the short term and a Council representative will need to be aware of that. The two new Councilmembers will need to think about being on Strategic Planning committees.

**Action summary:** Council assignments were made and the Clerk will complete the resolution for formal adoption on Wednesday.

**ADJOURN at 10:24**

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

**MAY 7, 2003**

The City Council of the City of Grand Junction convened into regular session on the 7<sup>th</sup> day of May 2003, at 7:30 p.m. in the City Auditorium. Those present were Councilmembers Harry Butler, Bruce Hill, Dennis Kirtland, Bill McCurry, Gregg Palmer, Jim Spehar, and President of the Council Cindy Enos-Martinez. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson, and City Clerk Stephanie Tuin.

President of the Council Cindy Enos-Martinez called the meeting to order. Councilmember Palmer led in the pledge of allegiance. The audience remained standing for the invocation by Pastor Art Bell, First Presbyterian Church.

**RECOGNITION**

**PRESENTATION OF CERTIFICATION FOR PUBLIC PURCHASING OFFICER TO REX SELLERS**

City Manager Kelly Arnold and Administrative Services and Finance Director Ron Lappi presented Rex Sellers with his Certified Public Purchasing Officer (CPPO) Certificate and offered their congratulations.

**PROCLAMATIONS**

PROCLAIMING MAY 10, 2003 AS "GRAND JUNCTION LETTER CARRIERS STOCK THE COMMUNITY FOOD BANKS DAY"

PROCLAIMING SUPPORT FOR "COLORADO CLICK IT OR TICKET CAMPAIGN"

**PRESENTATION OF CERTIFICATES OF APPOINTMENT**

TO NEWLY APPOINTED MEMBER OF THE COMMISSION ON THE ARTS AND CULTURE

The appointee Lee Borden was present and received his certificate.

TO NEWLY APPOINTED MEMBER OF THE HISTORIC PRESERVATION BOARD

The appointee Bill Cort was present and received his certificate.

The Mayor welcomed Boy Scout Troop 328 to the meeting.

## **ELECTION OF MAYOR AND MAYOR PRO TEM/ADMINISTER OATHS OF OFFICE**

Councilmember Dennis Kirtland nominated Councilmember Jim Spehar for Mayor. Councilmember Jim Spehar was elected by secret ballot as the new Mayor and President of the City Council.

Councilmember Gregg Palmer nominated Councilmember Dennis Kirtland for Mayor Pro Tem.

Councilmember Cindy Enos-Martinez nominated Councilmember Harry Butler for Mayor Pro Tem.

Councilmember Harry Butler was elected by secret ballot as the new Mayor Pro Tem.

City Clerk Stephanie Tuin administered the Oaths of Office to the incoming Mayor and Mayor Pro Tem.

President of the Council Jim Spehar presided over the rest of the meeting.

## **SCHEDULED CITIZEN COMMENTS**

There were none.

## **CONSENT CALENDAR**

It was moved by Councilmember Enos-Martinez, seconded by Councilmember Hill, and carried by a roll call vote, to approve Consent Items #1 through 9 with Councilmember Kirtland abstaining from Item #9.

### **1. Minutes of Previous Meetings**

*Action: Approve the Summary of the April 14, 2003 Workshop and the Minutes of the April 16, 2003 Regular Meeting*

### **2. Council Assignments for 2003-2004**

Annually City Council discusses and assigns Councilmembers to represent them on various boards and within different outside organizations. Formal action is taken by resolution.

Resolution No. 41-03 – A Resolution Appointing and Assigning City Councilmember's to represent the City on Various Boards and Organizations

*\*Action: Adopt Resolution No. 41-03*

**3. Reschedule June 18<sup>th</sup> Meeting**

On January 15, 2003, the City Council adopted Resolution No. 01-03 which set the meeting schedule for the year. Since several members of Council will be attending the CML Conference in Pueblo on June 18<sup>th</sup>, it has been proposed that the meeting schedule be amended to have the regular meeting on the previous Monday, June 16<sup>th</sup> in conjunction with the workshop.

Resolution 42-03 – A Resolution of the City of Grand Junction Amending Resolution No. 01-03 Which Set the City Council Meeting Schedule for the Year 2003

*\*Action: Adopt Resolution No. 42-03*

**4. Purchase of 3/8" Aggregate Road Chips Required for the City Chip Seal Projects for the Year 2003**

A 3/8" aggregate materials contract award for the City's annual "Chip Seal" street maintenance program. Three bids were received based upon an estimated amount of 4400 tons.

*Action: Authorize the Purchasing Manager to Sign and Issue a Purchase Order for 4,160 tons of 3/8" Chips to the Low Bidder, United Companies, for a Total Price of \$52,000.00.*

**5. Purchase of a Solid Waste Front Load Refuse Truck**

This purchase is being requested by the Fleet Department to replace an existing refuse truck with a new model.

*Action: Authorize the City Purchasing Manager to Purchase One Mack Cab and Chassis and One LoDal Body from Kois Brothers Equipment in the Amount of \$169,192.00*

**6. Purchase of a Knuckle Boom Truck**

This replacement purchase is being requested by the City Fleet Division on behalf of the Parks Department.

*Action: Authorize the City Purchasing Manager to Purchase One Freightliner Truck with National Crane Knuckle Boom from Transwest Trucks in the Amount of \$87,841*

7. **Vacation of Easements – Independence Ranch Filings 10 & 11** [File # FPP-2002-159]

The applicant proposes to vacate two sanitary sewer easements, one utility easement, two temporary turn-around easements, one stormwater detention easement and two stormwater retention easements that were created in previous filings of Independence Ranch Subdivision. The Planning Commission recommended approval on April 22, 2003.

Resolution No. 43-03 - A Resolution Vacating Various Easements in Conjunction with Filings 10 and 11 of Independence Ranch Located at 20 ½ and F ¾ Road

*\*Action: Adopt Resolution No. 43-03*

8. **Amendments to the Future Land Use Map** (Housekeeping items) [File #GPA-2003-061]

A request to amend the Future Land Use Map at Bookcliff Avenue, east of 7<sup>th</sup> Street and the NE corner of Grand Avenue and 28 Road, to be consistent with existing zoning.

Resolution No. 44-03 - A Resolution Amending the Future Land Use Map of the City of Grand Junction Growth Plan

*\*Action: Adopt Resolution No. 44-03*

9. **Setting a Hearing for Amending Hospice Medical Campus Planned Development to be Located at 3090 & 3150 North 12<sup>th</sup> Street** [File #PDR-2003-036]

First reading of the Ordinance to amend Ordinance No. 3391 for the Preliminary Development Plan for the Hospice Medical Campus to be located at 3090 & 3150 North 12th Street.

Proposed Ordinance Zoning Two Parcels Located at 3090 and 3150 North 12<sup>th</sup> Street from PD (For Miller Homestead) to PD for 12<sup>th</sup> Street Medical Plaza and Hospice Care Planned Development

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 21, 2003*

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

## **16<sup>th</sup> Street Improvements**

Bids were received and opened on April 22, 2003 for the 16<sup>th</sup> Street Improvements. G&G Paving Construction Inc., submitted the low bid in the amount of \$67,000.00.

Tim Moore, Public Works Manager, reviewed this item.

It was moved by Councilmember Kirtland to authorize the City Manager to sign a construction contract with G&G Paving Construction Inc., for the 16<sup>th</sup> Street Improvements in the amount of \$67,000.00. Councilmember McCurry seconded the motion. Motion carried.

## **Request for Rehearing – Zoning the Red Tail Ridge Annexation Located at the South End of Buena Vista Drive** [File #ANX-2002-230]

The petitioners for the Red Tail Ridge Annexation requested that a zoning of RSF-4 be applied to the 9.88 acres. The City Council zoned the property to the RSF-2 zone district on February 19, 2003 following the public hearing on the zoning associated with the annexation.

The petitioner, who was not present at the hearing, requested rehearing of the zoning request in order to present their justification for a RSF-4 zoning on the property. The Council on April 16, 2003, granted the petitioners request and rezoned the site to the RSF-4 zone district.

Adjacent property owners are now requesting that the zoning be reheard again. Their rehearing requests are based on a lack of notice (not required on Council hearing items) and no opportunity for the public to speak after the petitioner's rebuttal.

Council President Spehar reviewed the history of the request and noted that the person or persons who voted in the affirmative would have to make a motion. Councilmembers McCurry or Kirtland would have to make a motion. There was no motion made. Request for a rehearing failed from a lack of a motion.

## **Public Hearing - Text Amendments to the Zoning and Development Code** [File # TAC-2003-01.01]

Second reading of the Ordinance to correct, clarify, re-format or delete numerous references in the current Zoning and Development Code.

The public hearing was opened at 7:58 p.m.

Lori Bowers, Senior Planner, reviewed this item.

Council President Spehar asked if there were any significant changes included in the corrections. Ms. Bowers identified some clarifications that have been made to the ordinance, but said there were no significant changes.

There were no public comments.

The public hearing was closed at 8:00 p.m.

Ordinance No. 3529 – An Ordinance Adopting Amendments to the City of Grand Junction’s Zoning and Development Code and Authorizing Publication of the Amendments by Pamphlet

Upon motion made by Councilmember Palmer, seconded by Councilmember McCurry, and carried by a roll call vote, Ordinance No. 3529 was adopted on Second Reading and ordered published.

**Public Hearing - Supplemental Budget Appropriations for 2003**

The request is to appropriate specific amounts for several of the City’s accounting funds as specified in the ordinance.

The public hearing was opened at 8:01 p.m.

Ron Lappi, Administrative Services and Finance Director, reviewed this item. Mr. Lappi explained that pursuant to statutory requirements the total appropriation adjustments are at the fund level as specified in the ordinance. He said the combined total of the appropriation funds is \$8,770,065.

Mr. Lappi then provided a summary of the individual carryover requests and identified the funds name and their balances:

- General Fund #100 \$ 650,075
- E-911 Special Revenue Fund # 101 \$ 218,790
- Sales TAX CIP Fund #201 \$3,193,140
- Storm Drainage Improvements Fund #202 \$ 566,405
- Future Street Improvements Fund #207 \$ 50,000
- Swimming Pool Fund # 304 \$ 38,134
- Tiara Rado Golf Course Fund #306 \$ 1,945
- Water Fund # 301 \$ 390,036
- Equipment Fund #402 \$ 305,247
- Communications Center Fund #405 \$ 218,790

- Joint Sewer System Fund #900 \$3,527,539

Mr. Lappi explained that the first supplemental appropriation ordinance is adopted every year at this time to carry-forward unexpended appropriations for capital projects and equipment purchases not completed in the prior year.

There were no public comments.

The public hearing was closed at 8:05 p.m.

Ordinance No. 3530 – An Ordinance Making Supplemental Appropriations to the 2003 Budget of the City of Grand Junction

Upon motion made by Councilmember Hill, seconded by Councilmember Kirtland and carried by a roll call vote, Ordinance No. 3530 was adopted on Second Reading and ordered published.

**Public Hearing - Creating the Special Assessment District, Issuing Bonds and Assessing the Properties for Rimrock Marketplace**

This is the second reading of three related ordinances for Rimrock Marketplace 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 was opened at 8:05 p.m.

Ron Lappi, Administrative Services and Finance Director, reviewed this item. He noted that the Rimrock Marketplace project is currently under construction. He said the bonds would pay for the infrastructure of the property that will eventually be dedicated to the City. When asked if the bonds were an obligation to the City, Mr. Lappi assured Council that they wouldn't be.

There were no public comments.

The public hearing was closed at 8:07 p.m.

Ordinance No. 3531 – An Ordinance Creating the Rimrock Marketplace Special Improvement District within the City of Grand Junction Rimrock Marketplace General Improvement District

Ordinance No. 3532 – An Ordinance Concerning the Rimrock Marketplace General Improvement District and Authorizing the Issuance of Special Assessment Bonds



Ordinance No. 3533 – 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

Councilmember Enos-Martinez moved to adopt Ordinances No. 3531, No. 3532, and No. 3533 on Second Reading and ordered published in pamphlet form. Councilmember McCurry seconded the motion. Motion carried.

**Staff Presentation of First Reading of a Watershed and Water Supply Protection District Ordinance (No Public Discussion)**

A Watershed Protection ordinance will protect the public water supply and preserve the City's water resources. Various activities and land uses in the City's watersheds could affect the quality and quantity of the water supply and facilities. In order to be able to decide what risks each activity may present to the City's water supply and to see if modifications are necessary, persons conducting certain activities within the watersheds must first obtain City review, and if allowed, a watershed permit.

Mark Relph, Public Works and Utilities Director, introduced this item. He then asked Utilities Manager Greg Trainor to discuss this item with Council.

Mr. Trainor talked about the historical efforts of the founding fathers for the acquisition of water rights and their protection of those water supplies. He then discussed the status of the supplies, the reservoirs and creeks specifically and displayed a map showing the basins of the watersheds on Grand Mesa. The next drainage basin he discussed is on Orchard Mesa along the Gunnison River. He said the third zone is a drainage basin along the Colorado River near the Clifton Water District Plant.

Mark Relph stated that Zone 1 (Grand Mesa) is the City's primary drinking water supply and it is the City's great concern to protect the watershed. He said Zones 2 and 3 permits would only be required for feedlots and industrial users with hazardous chemicals. He noted that the permits for these zones might be made more stringent in the case of water emergencies such as during a drought. He said existing lawful uses would be grandfathered in all Zones. He explained that the primary source of Grand Junction's water is Zone 1 and that's why there are more restrictions in that Zone. He pointed out that there are three levels of impacts:

- No impact. No permit is required;
- Minor impacts. These impacts would be reviewed by the Public Works Director and would be permitted with best management practices in place; Domestic and residential impacts would be exempted.
- Major Impacts such as feedlots and industrial uses.

He said the cumulative effects could be reviewed together. He listed the major impacts as feedlots, industrial uses, use of pesticides and fertilizers upstream from ditches, canals and city reservoirs. He explained that "Impact" means any alteration or change resulting directly or indirectly from an action.

Councilmember Palmer asked about how this ordinance would affect properties when sold.

Dan Wilson, City Attorney, said the grandfathering stays with the use of the property, but it does not transfer to any expansion thereon. He said the current ordinance is somewhat vague, as the increments of change are not numerically identified.

Mr. Wilson said there are at least 15 municipalities in Colorado that have implemented like ordinances. He said the first lawsuit was 30 years ago in Crested Butte, which established the authority for cities to go outside their boundaries. He said State Statute established the five-mile limit starting from the water supply. Mr. Wilson talked in detail about previous case law and the relation and/or conflict with federal law. He said the debate is whether the ordinance is trying to regulate land use on the property, which is under control of the federal government. He pointed out that the revised ordinance does exempt homes under 10,000 square feet and accessory buildings from permits, and that existing ranching activities are grandfathered in the ordinance.

Council President Spehar said he represented the City at the previous evening's Grand Mesa Slopes Steering Committee meeting and he summarized some of the comments from that meeting. He said many of the concerns were from owners of properties located outside the boundaries and the confusion may be due to the last distribution of the Watershed area maps. He said there were comments from some industries like oil and gas, logging, and gravel pits. He said the County also voiced concern over the landfill. Mr. Wilson said that the current facility is grandfathered in but an expansion to it would require a new permit.

Council President Spehar said a great deal of the three-hour meeting was spent discussing the makeup of the Steering Committee and with industry and environmental interest groups requesting a seat on the Committee. He said the board agreed upon the expansion. He said about 30 people of the general advisory group were present at the meeting.

Councilmember Kirtland asked if there are other tools available that could be used as a means of protection such as Memorandums of Understanding, etc.

Mr. Wilson answered that almost all towns and cities that have watershed ordinances also have Memorandums of Understanding with the BLM and/or the Forest Service. He said that the ordinance is the single focus. He said the BLM must balance the impacts

with their other purpose, resource development. The Forest Service has to balance watershed damage against the rights of others. He explained that the proposed ordinance allows Council to decide on that damage and how to minimize it.

Councilmember Kirtland asked if the elements of the ordinance could be incorporated into a Memorandum of Understanding in that area. Mr. Wilson said that the BLM and the Forest Service cannot ignore their other value, i.e. resource development. He said, by law, in a Memorandum of Understanding, they agree to enforce the same restrictions as outlined in the ordinance.

Councilmember Palmer asked if the ordinance duplicates some of the required federal regulations on the watershed. Mr. Wilson said it does to a large extent.

Councilmember Hill said he would like to hear on this issue from the BLM. He also asked where the Grand Mesa Slopes boundaries are. Greg Trainor, Utilities Manager, described the boundaries of the 100 square miles that are known as Grand Mesa Slopes. He said that it does not extend down into Kannah Creek basin.

Councilmember Hill asked about Zone 2 and 3, and the conditions of the ordinance that would not apply in those Zones. He then asked about feedlots. Mr. Relph said conditions apply in all cases to feedlots and industrial users using hazardous chemicals. He said other uses would not need a permit except in drought or emergency conditions.

Councilmember Kirtland asked about storm water permits and how the City might use a part of that permit process to be informed about new activities. Mr. Relph agreed and said the Public Works Department is also communicating with the County to learn about those disturbance activities. He said other considerations are use of chemicals, which storm water would not cover, but agreed on using the storm water permitting process to monitor activities. Mr. Relph said the permits might also minimize processing steps for the customer by combining application processes.

Councilmember Hill asked about residential use versus development. Mr. Wilson said the City must be notified of the proposed use. Mr. Relph said a Memorandum of Understanding with the building department might allow for notification of building activity. He said the ordinance identified residential building as being a low enough impact not to require a permit.

Councilmember Hill questioned if the ordinance would extend the limit to ten miles in a case where there are two intakes. Mr. Wilson said it would. Councilmember Hill questioned that, if the City really wants to protect its watershed, shouldn't it go to all of the boundaries within that watershed to include the end of the snow pack, or even gain the authority by working to change the statute to extend the boundaries. Although Mr. Wilson agreed, current state law only allows a five mile area of authority.

Councilmember Palmer noted that there are a lot of users and asked how the City could collect input from the users. Mr. Wilson told Councilmember Palmer what the legal minimum is, and that the City Clerk will, upon approval of first reading of the ordinance, publish a notice of the hearing. He concurred that certainly more outreach could be done using display ads, letters to interested parties, and that all people within the watershed could be talked to individually.

Councilmember Enos-Martinez agreed with Councilmember Palmer that there are many more users in the valley than there are users in the watershed areas.

Councilmember Hill said since Zone 1 is clearly located on Forest Service land it certainly requires a high water quality. He reiterated that he would like to hear from the Forest Service. He questioned if a permit would be required if the existing landfill would like to add a building. Mr. Wilson replied that it would not be prohibited, that the permit only regulates the way it is built, and that the ordinance is not a land use ordinance.

Council President Spehar said he wanted to remind everyone that the worst case scenario is the current situation, and that Council has commented a couple of times on the subject, and the net result is that the BLM has gone forward even though the City has had a level of discomfort. He said the City's only path now is through an appeal process.

Mr. Wilson said discretion is inherent in the mitigation, but the discretion in the watershed ordinance is Council's.

City Manager Arnold suggested a process of collecting comments and each one should be fully discussed by Council, that Staff could compile the comments received, review them and consider them as possible amendments to the ordinance.

Councilmember Palmer said he agrees with gathering comments and amending the ordinance accordingly. He wanted to know if there is a time frame for bringing those comments back to Council.

Mr. Arnold replied that it is the Council's choice.

Council President Spehar listed various options available to Council, i.e. don't go forward with the ordinance, or go forward and take comments and pursue it further, or schedule for a public hearing.

Mr. Wilson said the BLM has recently approved a compressor site, and any appeal of that approval must be filed in Virginia by May 23<sup>rd</sup>. He said if the appeal is made, then it would be nice for argument sake, to have the ordinance on the books.

Mr. Arnold said Staff needs some direction from Council. If this passed on first reading at this meeting, he asked Council to state when this is to be scheduled for second reading in the motion.

Councilmember Butler asked about a letter of appeal. Mr. Wilson said he would be ready, but he will wait for formal direction.

Council President Spehar said it would be a good idea to do a first reading and not set a date. He suggested scheduling for the next meeting, an update on the outreach efforts, to go the extra mile on the notification, and to start the clock ticking, which would make it real for the people that need and would like to comment.

Mr. Wilson explained that the reason for a first reading has legal significance, and said that until that happens no one knows what Council is considering. He said the purpose of the first reading is notification of time for discussion. He said he recommends adopting this ordinance as the first reading; and doing an update in two weeks; and setting the second reading of the ordinance for the first meeting in June, which would force people to comment.

Councilmember Hill said he does not want the clock ticking, that he wants the comments received reviewed. He believes the ordinance should be revised until it is the best ordinance so that the City can provide assurance to its residents that the City has quality water. A lot more time is needed, and if needed, the City should change the five-mile limit.

Councilmember Palmer suggested the five-mile limit be utilized for now, as it will take a year to change the law. He said he agrees with Councilmember Enos-Martinez to solicit comments and then revise the ordinance.

Council President Spehar agreed with Councilmember Palmer and said Council might be able to accomplish both, adopt the ordinance on first reading and schedule an update for the next meeting, and Council, if ready, can then schedule the second reading or extend the time for comments.

Councilmember Kirtland said there are a lot of issues, and a lot of changes have been made to the ordinance in the last 24 hours. He agreed to an update in two weeks and to set a date for the hearing then. He felt that some type of notice should be provided to inform people of this issue.

Councilmember Enos-Martinez suggested to call the current ordinance a "draft ordinance" and to direct staff to solicit public input.

Council President Spehar said he wanted to remind everyone that Council is better off starting from some point and not just leaving it open with no direction.

Councilmember Hill agreed to a draft ordinance.

Councilmember McCurry agreed with Councilmember Enos-Martinez to call the current ordinance a “draft ordinance” and to direct staff to solicit public input.

Councilmember Butler suggested Council act on this first reading and get the process started.

Proposed Ordinance Establishing a Watershed and Water Supply Protection District; Establishing Procedures and Standards for Watershed District Permits in Connection with Various Activities within said Watersheds; Prohibiting any Person from Polluting said Watersheds; Requiring a Watershed District Permit for Most Activities; and Providing Penalties and Remedies for Violation of this Ordinance

Councilmember Hill moved to pull this ordinance from first reading and prepare a draft ordinance and to solicit public input with a report back to Council at the May 21<sup>st</sup> meeting. Councilmember Kirtland seconded the motion. Motion carried by a roll call vote by 5 to 2. Council President Spehar and Councilmember Butler voted NO.

City Manager Arnold wanted to clarify if the next meeting will be an update only and not a first reading.

Council President Spehar suggested to call the item “first reading” so Council will have the option to act on it or to continue it the same way as tonight.

City Clerk Tuin reminded Council that the agenda could still be changed at the Monday night’s workshop to accommodate the situation.

Mr. Arnold asked if the discussion could start at the workshop session. Council was okay with that as long as it was on the agenda after the El Poso discussion.

#### NON-SCHEDULED CITIZENS & VISITORS

There were none.

#### OTHER BUSINESS

There was none.

#### **EXECUTIVE SESSION**

Councilmember Hill moved to go into executive session for the purpose of:

- a) receiving legal advice concerning Grand Mesa Slopes under C.R.S. Section 24-6-402(4)(b);
- b) receiving legal advice concerning CDOT's 1601 process under C.R.S. Section 24-6-402(4)(b); and
- c) discussing the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a) relative to Colorado Catfish Restaurant.

Councilmember Kirtland seconded the motion. Motion carried.

### **ADJOURNMENT**

Council adjourned into executive session at 9:50 p.m. and announced it would not return to open session.

Stephanie Tuin, CMC  
City Clerk

**Attach 2**

**Setting a Hearing for the O'Connor Annexation Located at 511 31 Road**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>						
<b>Subject</b>	Setting a Hearing for the O'Connor Annexation located at 511 31 Road					
<b>Meeting Date</b>	May 21, 2003					
<b>Date Prepared</b>	May 5, 2003				File #ANX-2003-068	
<b>Author</b>	Ronnie Edwards		Associate Planner			
<b>Presenter Name</b>	Ronnie Edwards		Associate Planner			
<b>Report results back to Council</b>	X	No		Yes	When	
<b>Citizen Presentation</b>		Yes	X	No	Name	
	Workshop		<b>Formal Agenda</b>	X	Consent	<b>Individual Consideration</b>

**Summary:** The O'Connor Annexation is comprised of 1 parcel of land on 1.3121 acres located at 511 31 Road. The owner is seeking annexation in conjunction with a future subdivision request, pursuant to the 1998 Persigo Agreement with Mesa County.

**Budget:** N/A

**Action Requested/Recommendation:** Approve the Resolution of Referral, first reading of the annexation ordinance, exercise land use jurisdiction immediately and set a hearing for July 2, 2003.

**Attachments:**

1. Vicinity Map
2. Aerial Photo
3. Growth Plan Map
4. Zoning Map
5. Annexation Map
6. Resolution of Referral
7. Annexation Ordinance



**Background Information:** See attached Staff Report

<b>BACKGROUND INFORMATION</b>			
<b>Location:</b>		<b>511 31 Road</b>	
<b>Applicants:</b>		<b>Travis &amp; Nicole O'Connor</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>Pear Park Baptist Church</b>	
	<b>West</b>	<b>Residential Single Family</b>	
<b>Existing Zoning:</b>		<b>County RSF-4</b>	
<b>Proposed Zoning:</b>		<b>City RSF-4</b>	
<b>Surrounding Zoning:</b>	<b>North</b>	<b>County RSF-2</b>	
	<b>South</b>	<b>County RSF-4</b>	
	<b>East</b>	<b>County RSF-R</b>	
	<b>West</b>	<b>County RSF-4</b>	
<b>Growth Plan Designation:</b>		<b>Residential Medium (4 – 8 du/acre)</b>	
<b>Zoning within density range?</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<b>X</b>	<b>Yes</b>
		<input type="checkbox"/>	<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

It is staff's professional opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the O'Connor 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.

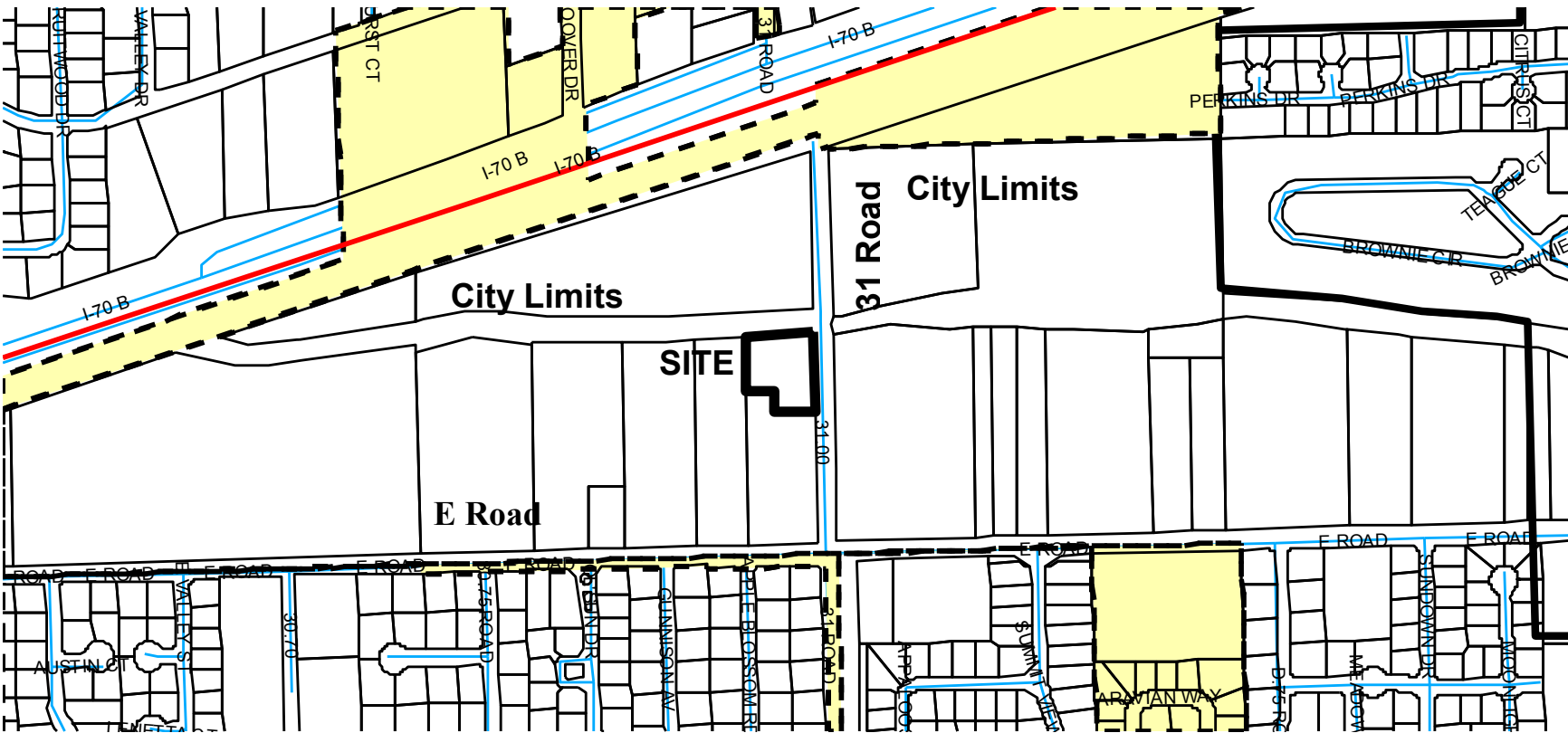
<b>O'CONNOR ANNEXATION SUMMARY</b>		
<b>File Number:</b>	<b>ANX-2003-068</b>	
<b>Location:</b>	<b>511 31 Road</b>	
<b>Tax ID Number:</b>	<b>2943-094-00-094</b>	
<b>Parcels:</b>	<b>1</b>	
<b>Estimated Population:</b>	<b>2</b>	
<b># of Parcels (owner occupied):</b>	<b>1</b>	
<b># of Dwelling Units:</b>	<b>1</b>	
<b>Acres land annexed:</b>	<b>1.3121 acres for annexation area</b>	
<b>Developable Acres Remaining:</b>	<b>1.3121 acres</b>	
<b>Right-of-way in Annexation:</b>	<b>(See map) E Road 2' strip for 500'; 31 Road 2' strip for 700'</b>	
<b>Previous County Zoning:</b>	<b>RSF-4</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>= \$ 7,510</b>
	<b>Actual:</b>	<b>= \$ 82,060</b>
<b>Address Ranges:</b>	<b>511 to 515 31 Road</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>
	<b>Pest:</b>	<b>Upper Pest Control District</b>

The following annexation and zoning schedule is being proposed.

<b><i>ANNEXATION SCHEDULE</i></b>	
<b>May 21, 2003</b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>June 10, 2003</b>	Planning Commission considers Zone of Annexation
<b>June 16, 2003</b>	First Reading on Zoning by City Council
<b>July 2, 2003</b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>August 3, 2003</b>	Effective date of Annexation and Zoning

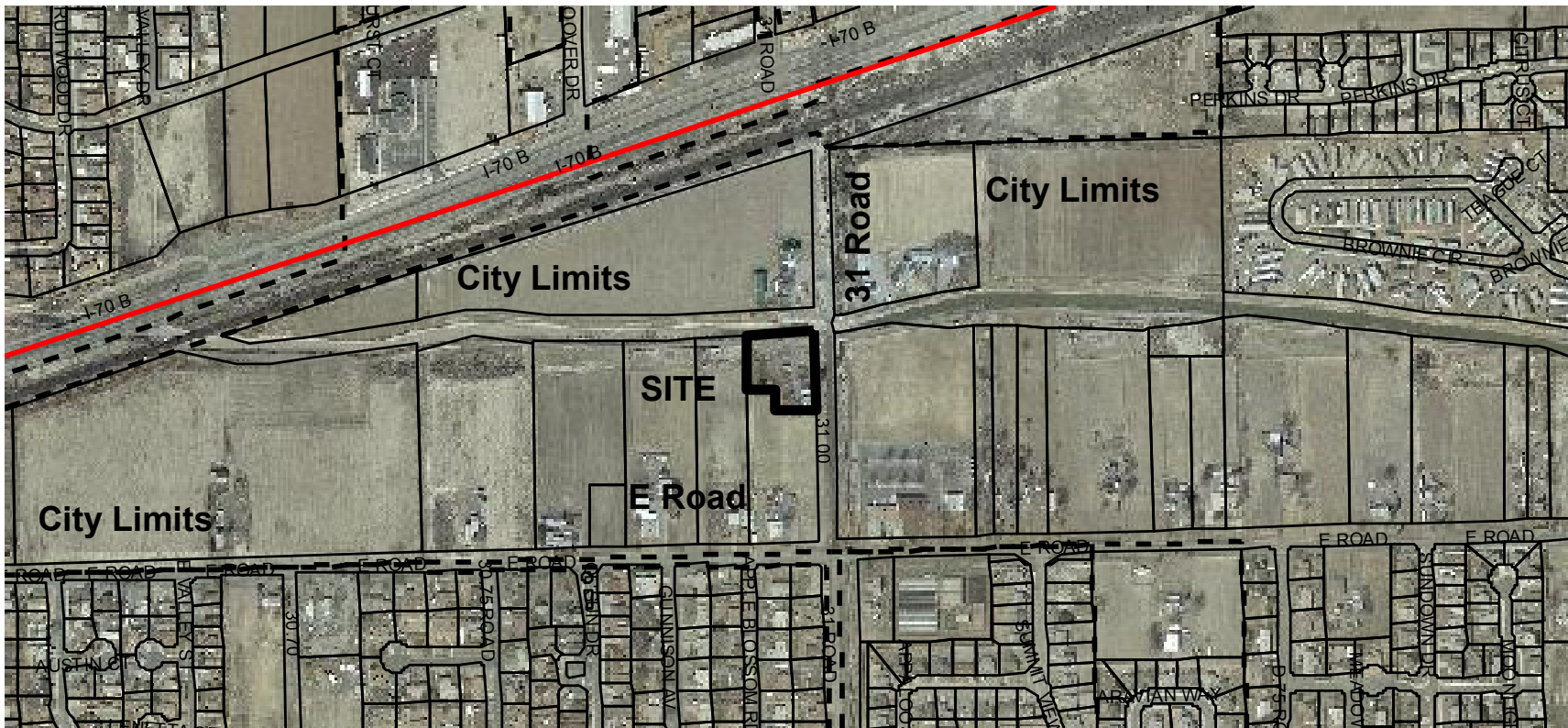
# Site Location Map

Figure 1



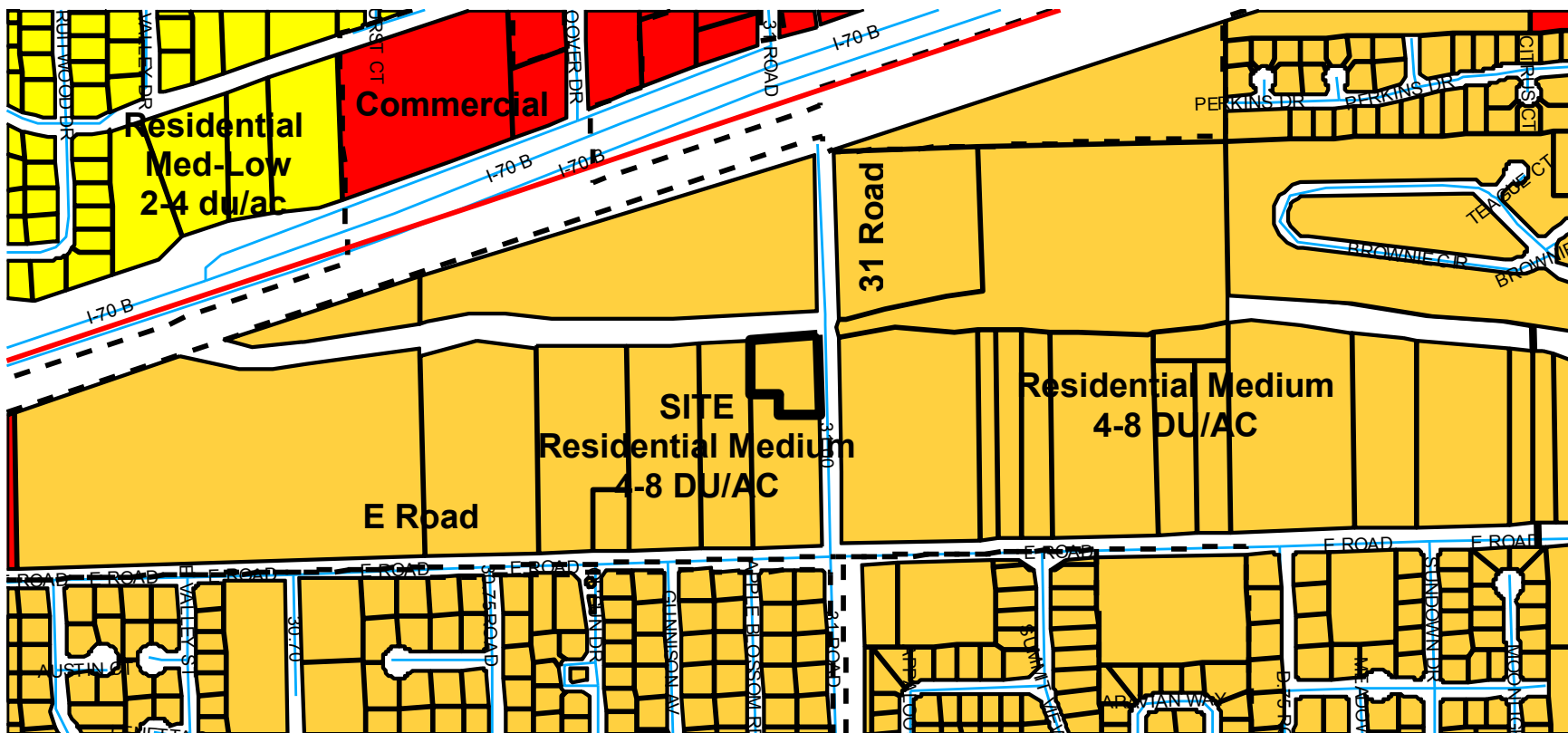
# Aerial Photo Map

Figure 2



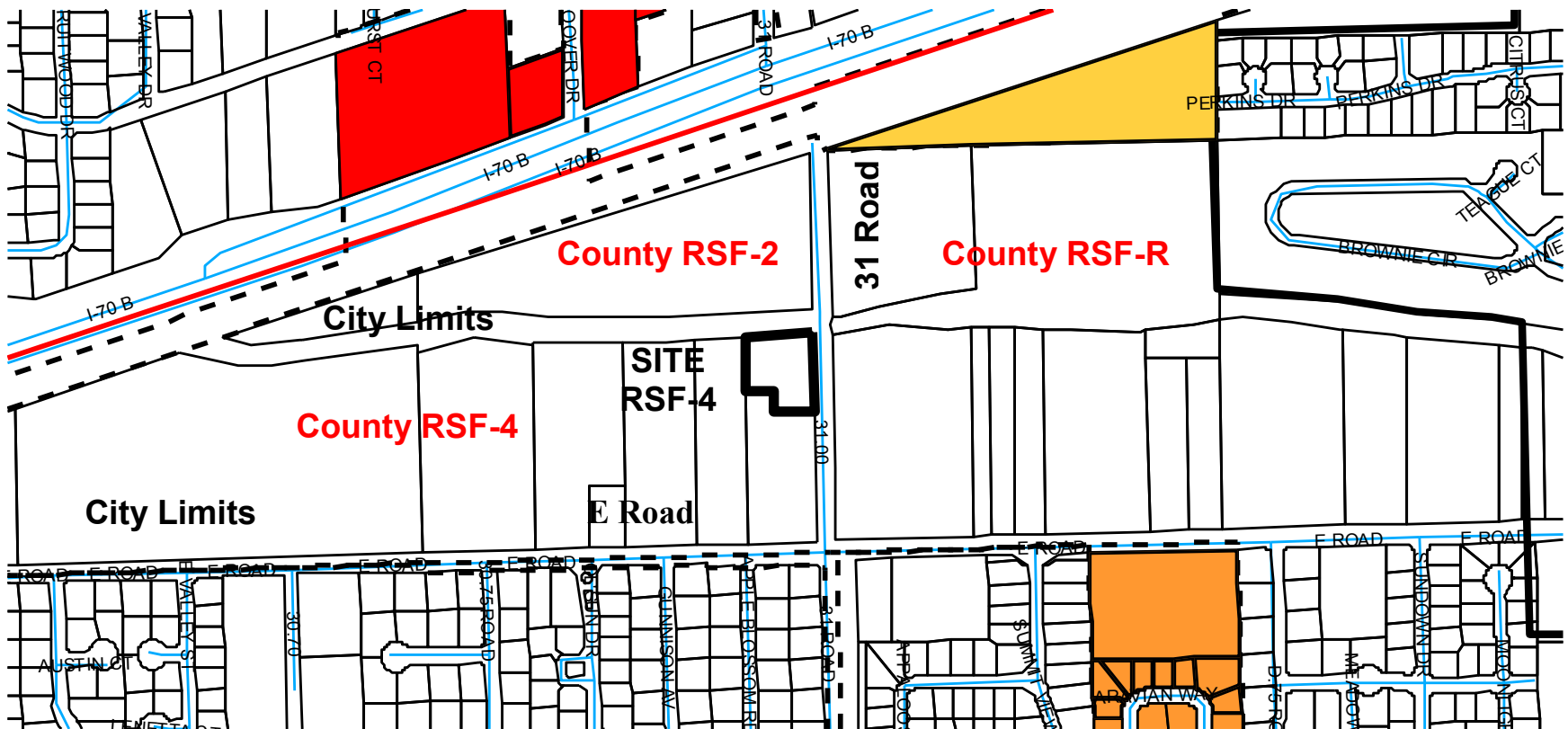
# Future Land Use Map

Figure 3



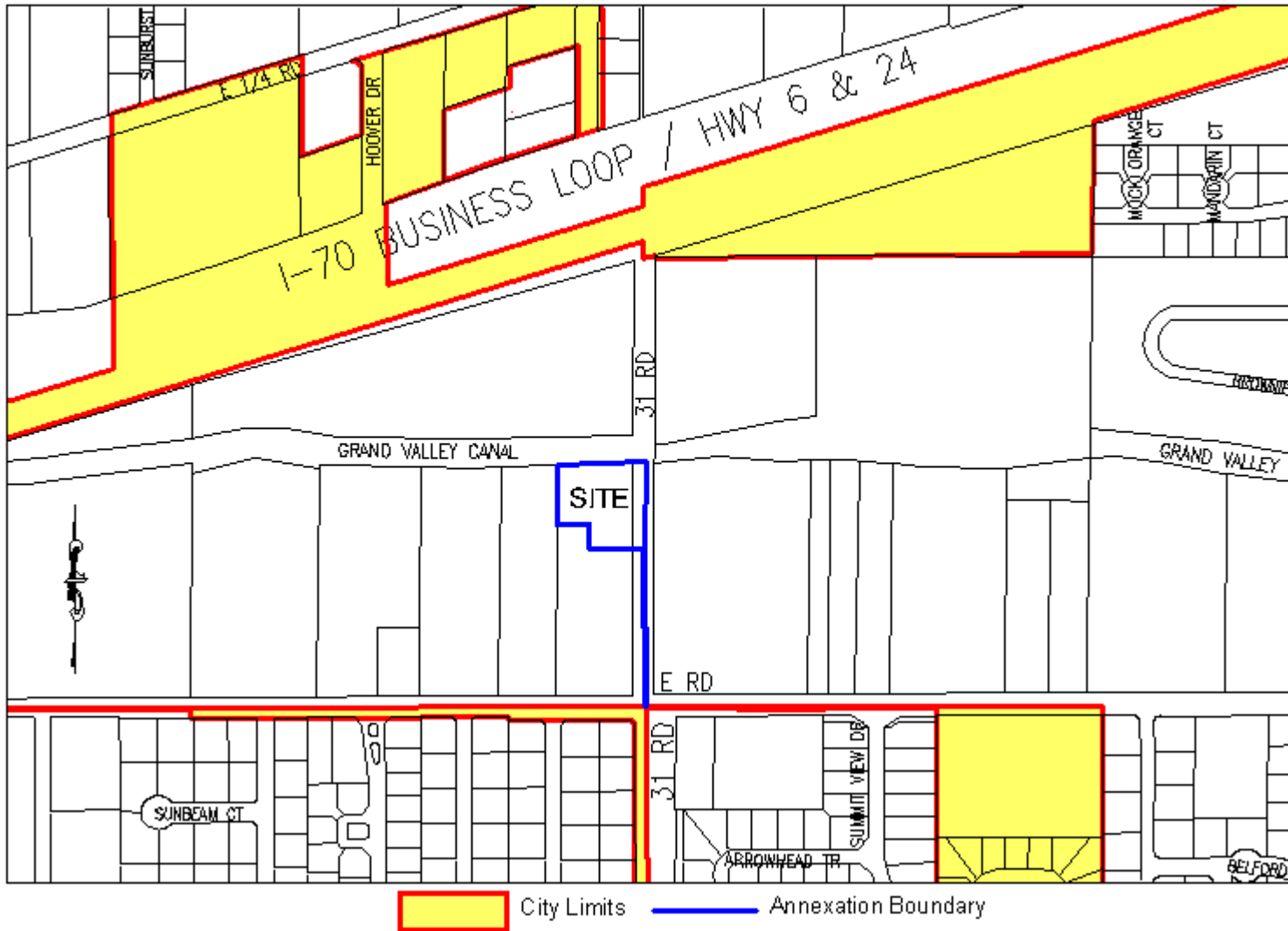
# Existing City and County Zoning

Figure 4





O'Connor Annexation  
Figure 5



**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 21st day of May, 2003, 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*

**O'CONNOR ANNEXATION**

**LOCATED AT 511 31 ROAD AND INCLUDING A PORTION  
OF E ROAD AND 31 ROAD RIGHTS-OF-WAY**

**WHEREAS**, on the 21st day of May, 2003, 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  
O'CONNOR ANNEXATION**

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 9 and the Southwest Quarter (SW 1/4) of Section 10, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast corner of Section 9, Township 1 South, Range 1 East of the Ute Meridian, and considering the East line of the SE 1/4 of said Section 9 to bear N 00°18'17" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°18'17" W along the East line of the SE 1/4 of said Section 9 a distance of 2.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 00°18'17" W along the East line of the SE 1/4 of said Section 9, a distance of 463.00 feet; thence S 89°44'43" W a distance of 160.00 feet; thence N 00°15'17" W a distance of 70.00 feet; thence S 89°44'43" W a distance of 97.00 feet; thence N 00°18'17" W a distance of 169.50 feet to a point being the Northwest corner of that certain property described in Book 2729, Page 689, Public Records of Mesa County, Colorado; thence N 89°44'43" E along the North line of said property, a distance of 258.94 feet to a point on a line 2.00 feet East of and parallel to, the East line of the SE 1/4 of said Section 9; thence S 00°18'17" E along said parallel line, a distance of 700.51 feet to a point on a line 4.00 feet North of and parallel to, the

South line of the SW 1/4 of said Section 10; thence N 90°00'00" E along said parallel line, a distance of 500.00 feet; thence S 00°00'00" E a distance of 2.00 feet; thence S 90°00'00" W along a line 2.00 feet North of and parallel to, the South line of the SW 1/4 of said Section 10, a distance of 501.99 feet, more or less, to the Point of Beginning.

CONTAINING 1.3121 Acres (57,153.95 Sq. Ft.) 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 2nd day of July, 2003, 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 21st day of May, 2003.

Attest:

---

City Clerk

---

President of the Council

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

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

<i>PUBLISHED</i>
<b>May 23, 2003</b>
<b>May 30, 2003</b>
<b>June 6, 2003</b>
<b>June 13, 2003</b>

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**O'CONNOR ANNEXATION**

**APPROXIMATELY 1.3121 ACRES**

**LOCATED AT 511 31 ROAD AND INCLUDING A PORTION  
OF E ROAD AND 31 ROAD RIGHTS-OF-WAY**

**WHEREAS**, on the 21st day of May, 2003, 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 2nd day of July, 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:**

**PERIMETER BOUNDARY LEGAL DESCRIPTION  
O'CONNOR ANNEXATION**

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 9 and the Southwest Quarter (SW 1/4) of Section 10, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast corner of Section 9, Township 1 South, Range 1 East of the Ute Meridian, and considering the East line of the SE 1/4 of said Section 9 to bear N 00°18'17" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°18'17" W along the East line of the SE

1/4 of said Section 9 a distance of 2.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 00°18'17" W along the East line of the SE 1/4 of said Section 9, a distance of 463.00 feet; thence S 89°44'43" W a distance of 160.00 feet; thence N 00°15'17" W a distance of 70.00 feet; thence S 89°44'43" W a distance of 97.00 feet; thence N 00°18'17" W a distance of 169.50 feet to a point being the Northwest corner of that certain property described in Book 2729, Page 689, Public Records of Mesa County, Colorado; thence N 89°44'43" E along the North line of said property, a distance of 258.94 feet to a point on a line 2.00 feet East of and parallel to, the East line of the SE 1/4 of said Section 9; thence S 00°18'17" E along said parallel line, a distance of 700.51 feet to a point on a line 4.00 feet North of and parallel to, the South line of the SW 1/4 of said Section 10; thence N 90°00'00" E along said parallel line, a distance of 500.00 feet; thence S 00°00'00" E a distance of 2.00 feet; thence S 90°00'00" W along a line 2.00 feet North of and parallel to, the South line of the SW 1/4 of said Section 10, a distance of 501.99 feet, more or less, to the Point of Beginning.

CONTAINING 1.3121 Acres (57,153.95 Sq. Ft.) more or less, as described.

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

**INTRODUCED** on first reading on the 21st day May, 2003.

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

Attest:

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

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



**Attach 3**  
**Rold Annexation Located at 524 30 Road**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>										
<b>Subject</b>		Rold Annexation at 524 30 Road								
<b>Meeting Date</b>		May 21, 2003								
<b>Date Prepared</b>		May 12, 2003					File #ANX-2003-080			
<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>		<input checked="" type="checkbox"/>	No		Yes	When				
<b>Citizen Presentation</b>			Yes	<input checked="" type="checkbox"/>	No	Name				
	Workshop	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>			<input checked="" type="checkbox"/>	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 Rold Annexation located 524 30 Road. The .7998 acre Rold Annexation is an annexation consisting of one parcel of land.

**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 Rold Annexation and set a hearing for July 2, 2003.

**Attachments:**

1. Staff Report
2. Site Location Map
3. Aerial Photo Map
4. Future Land Use Map
5. Existing Zoning Map
6. Annexation Map
7. Resolution of Referral of Petition/Exercising Land Use Immediately

## 8. Annexation Ordinance

**Background Information:** See attached report.

<b>BACKGROUND INFORMATION</b>					
<b>Location:</b>		<b>524 30 Road</b>			
<b>Applicants:</b>		Rita L. Rold			
<b>Existing Land Use:</b>		<b>Commercial</b>			
<b>Proposed Land Use:</b>		<b>Commercial</b>			
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Single Family Residential</b>			
	<b>South</b>	Vacant Commercial land			
	<b>East</b>	Vacant Commercial land			
	<b>West</b>	Single Family Residential			
<b>Existing Zoning:</b>		County B-1/PC			
<b>Proposed Zoning:</b>		City C-1			
<b>Surrounding Zoning:</b>	<b>North</b>	<b>County B-1</b>			
	<b>South</b>	City C-1			
	<b>East</b>	City C-1			
	<b>West</b>	County B-1			
<b>Growth Plan Designation:</b>		Commercial			
<b>Zoning within density range?</b>		X	Yes		No

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of annexing .7998 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 Rold 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>RICE ANNEXATION SUMMARY</b>		
<b>File Number:</b>		ANX-2003-080
<b>Location:</b>		524 30 Road
<b>Tax ID Number:</b>		2943-093-00-031
<b>Parcels:</b>		1
<b>Estimated Population:</b>		0
<b># of Parcels (owner occupied):</b>		1
<b># of Dwelling Units:</b>		0
<b>Acres land annexed:</b>		.7998 acres for annexation area
<b>Developable Acres Remaining:</b>		Parcel is developed
<b>Right-of-way in Annexation:</b>		0
<b>Previous County Zoning:</b>		B-1/PC
<b>Proposed City Zoning:</b>		C-1
<b>Current Land Use:</b>		Commercial
<b>Future Land Use:</b>		Commercial
<b>Values:</b>	<b>Assessed:</b>	= \$113,340
	<b>Actual:</b>	= \$390,800
<b>Address Ranges:</b>		524 30 Road
<b>Special Districts:</b>	<b>Water:</b>	Clifton Water
	<b>Sewer:</b>	Central Grand Valley Sanitation
	<b>Fire:</b>	Clifton Fire District
	<b>Irrigation:</b>	Grand Valley Irrigation District
	<b>School:</b>	District 51

The following annexation and zoning schedule is being proposed.

<b>ANNEXATION SCHEDULE</b>	
<b>May 21, 2003</b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>June 10, 2003</b>	Planning Commission considers Zone of Annexation
<b>June 16, 2003</b>	First Reading on Zoning by City Council
<b>July 2, 2003</b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>August 3, 2003</b>	Effective date of Annexation and Zoning

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

Attachments:

1. Site Location Map
2. Aerial Photo Map
3. Future Land Use Map
4. Existing Zoning Map
5. Annexation Map
6. Resolution of Referral of Petition/Exercising Land Use Immediately
7. Annexation Ordinances

CC Ref-1st read - LU.doc



# Aerial Photo Map

Figure 2

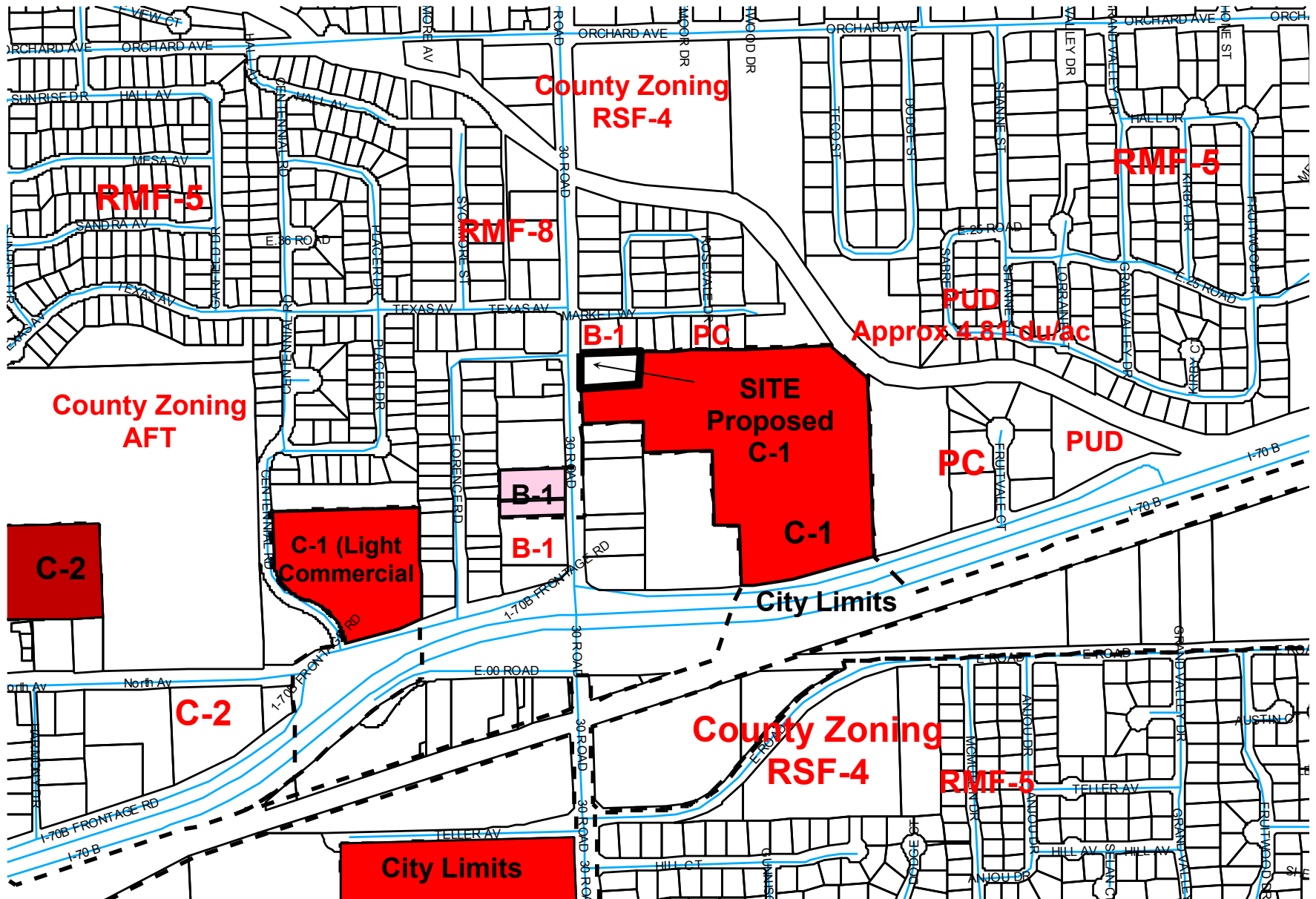






# Existing City and County Zoning

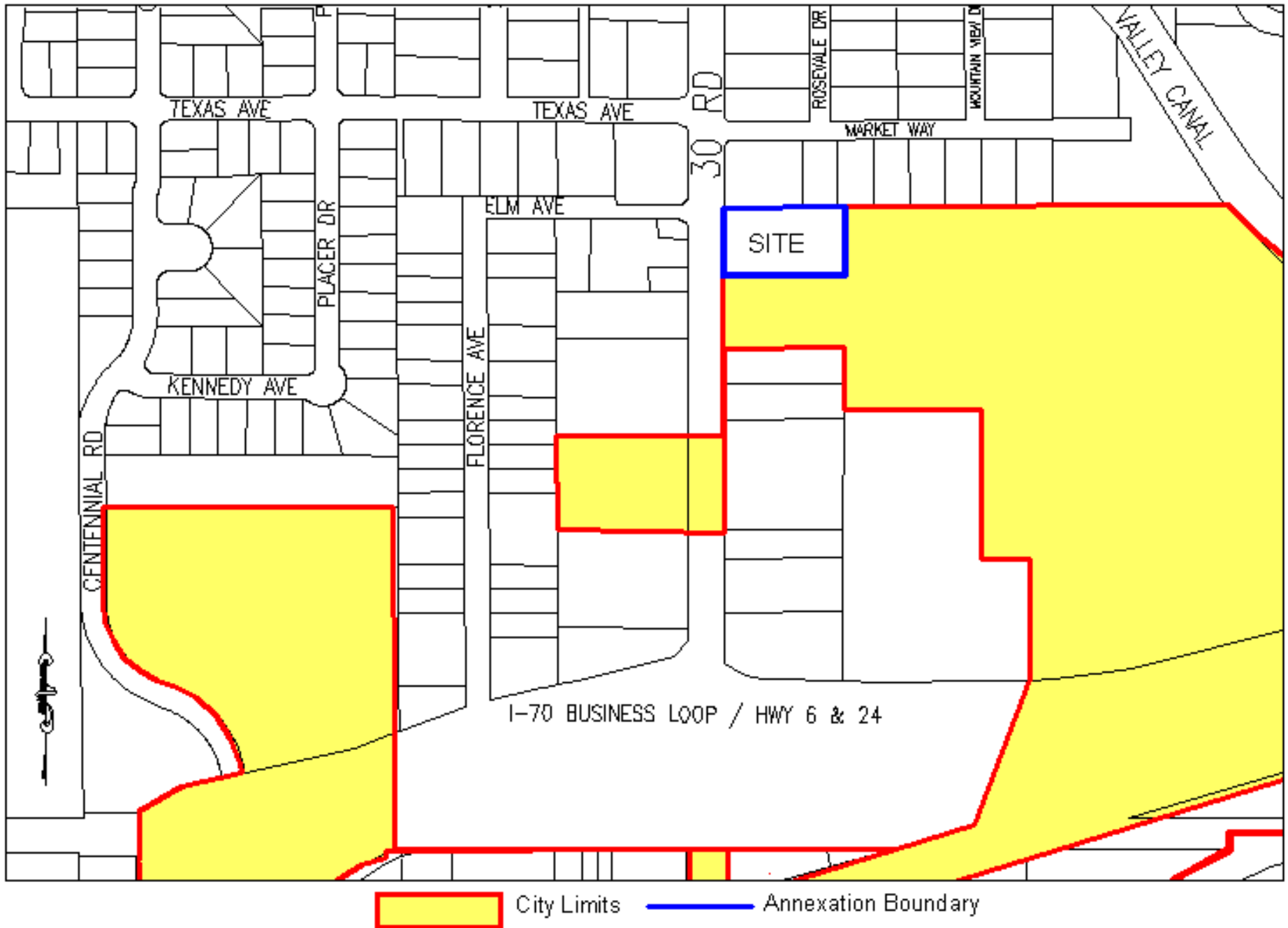
Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

# Rold Annexation

Figure 5



**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 21<sup>st</sup> day of May, 2003, the following Resolution was adopted:

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO.     -03**

**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***

**ROLD ANNEXATION**

*LOCATED AT 524 30 ROAD*

**WHEREAS**, on the 21<sup>st</sup> day of May, 2003, 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:

**ROLD ANNEXATION**

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

COMMENCING at the Northwest corner of the SW 1/4 SW 1/4 of said Section 9 and assuming the West line of the SW 1/4 SW 1/4 of said Section 9 bears S 00°07'39" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°57'58" E along the North line of the SW 1/4 SW 1/4 of said Section 9 a distance of 40.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°57'58" E along the North line of the SW 1/4 SW 1/4 of said Section 9, being the South line of the Francis Subdivision, as same is recorded in Plat Book 7, Page 92, Public Records of Mesa County, Colorado, a distance of 247.10 feet; thence S 00°07'29" E a distance of 141.00 feet; thence N 89°57'58" W a distance of 247.10 feet to a point on the East right of way for 30 Road as same is described in Book 1425, Pages 784 and 785, Public Records of Mesa County, Colorado; thence N 00°07'39" W along said East right of way, being a line 40.00 feet East of and parallel to, the West line of the SW 1/4 SW 1/4 of said Section 9, a distance of 141.00 feet, more or less, to the Point of Beginning.

CONTAINING 0.7998 Acres (34,841.15 Sq. Ft.), 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 2<sup>nd</sup> day of July, 2003, 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 21<sup>st</sup> day of May, 2003.

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>May 23, 2003</b>
<b>May 30, 2003</b>
<b>June 6, 2003</b>
<b>June 13, 2003</b>

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**ROLD ANNEXATION**

**APPROXIMATELY .7998 ACRES**

**LOCATED AT 524 30 ROAD**

**WHEREAS**, on the 21<sup>st</sup> day of May, 2003, 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 2<sup>nd</sup> day of July 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 the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of the SW 1/4 SW 1/4 of said Section 9 and assuming the West line of the SW 1/4 SW 1/4 of said Section 9 bears S 00°07'39" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°57'58" E along the North line of the SW 1/4 SW 1/4 of said Section 9 a distance of 40.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°57'58" E along the North line of the SW 1/4 SW 1/4 of said Section 9, being the South line of the Francis Subdivision, as same is recorded



in Plat Book 7, Page 92, Public Records of Mesa County, Colorado, a distance of 247.10 feet; thence S 00°07'29" E a distance of 141.00 feet; thence N 89°57'58" W a distance of 247.10 feet to a point on the East right of way for 30 Road as same is described in Book 1425, Pages 784 and 785, Public Records of Mesa County, Colorado; thence N 00°07'39" W along said East right of way, being a line 40.00 feet East of and parallel to, the West line of the SW 1/4 SW 1/4 of said Section 9, a distance of 141.00 feet, more or less, to the Point of Beginning.

CONTAINING 0.7998 Acres (34,841.15 Sq. Ft.), more or less, as described.

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

**INTRODUCED** on first reading on the 21<sup>st</sup> day of May, 2003.

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

Attest:

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

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

**Attach 4  
Contract to Buy and Sell Real Estate**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>							
<b>Subject</b>		Resolution Authorizing the Purchase of Property Located at 159 Colorado Avenue.					
<b>Meeting Date</b>		May 21, 2003					
<b>Date Prepared</b>		May 14, 2003			File #		
<b>Author</b>		Tim Woodmansee		<b>City Real Estate Manager</b>			
<b>Presenter Name</b>		Tim Moore		<b>Public Works Manager</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:** The City has entered into a contract to purchase the property at 159 Colorado Avenue from Mr. Robert C. Miller. The property will accommodate additional parking for Two Rivers Convention Center.

**Budget:** CIP Funds have been allocated to implement Phase II of the Two Rivers Convention Center Parking Lot improvements. The allocated funds and estimated costs to purchase the subject property and complete the parking lot improvements are as follows:

Property Purchase	\$190,000.00
Environmental Inspection & Asbestos Abatement	\$205,000.00
Building Demolition & Parking Lot Improvements	<u>\$150,000.00</u>
<b>Total Estimated Project Costs</b>	<b>\$545,000.00</b>
2003 Budget for Phase II Improvements	\$400,000.00
<b>Estimated Deficit</b>	<b>(\$145,000.00)</b>

It is recommended that the \$145,000 shortfall required to complete this project be appropriated from the General Fund unappropriated fund balance in the next supplemental appropriation ordinance. Funds for this purpose will be reserved.

**Action Requested/Recommendation:** Adopt Resolution Authorizing the Purchase of Property located at 159 Colorado Avenue.

**Attachments:** Vicinity Map; Proposed Resolution; Purchase Contract.

**Background Information:** The City Council originally identified the need to purchase the subject property in 2000 to accommodate parking required with the renovation of Two Rivers Convention Center. The property purchase and related improvements were put on hold when Mr. Miller and the City could not agree to the purchase price for the property. The City's original offer in 2000 was \$170,000 was based on an independent appraisal prepared by Nisley & Associates. Mr. Miller contacted city staff earlier this year expressing an interest in selling the property for \$190,000.

The City's due diligence investigation of the property revealed a considerable amount of asbestos containing building materials. Once the asbestos has been removed and disposed by a certified contractor, the building will be demolished and the parking improvements installed.

**159 COLORADO AVENUE**  
Vicinity Map



**Two Rivers  
Convention Center**

**159 Colorado  
Avenue**

2ND ST

1ST ST

2ND ST

1ST ST

1ST ST

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

**A RESOLUTION AUTHORIZING THE PURCHASE  
BY THE CITY OF REAL PROPERTY  
LOCATED AT 159 COLORADO AVENUE FROM ROBERT C. MILLER  
AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH**

WHEREAS, the City of Grand Junction has entered into a contract with Robert C. Miller for the sale by Robert C. Miller and the purchase by the City of that certain real property described as Lots 11 and 12 in Block 122 of the City of Grand Junction, also known as 159 Colorado Avenue; and

WHEREAS, the City Council deems it necessary and proper that the City purchase said property together with all improvements thereon and all rights and privileges appurtenant thereto.

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

1. That the City Council hereby authorizes the purchase of the above described property by the City for a purchase price of \$190,000.00. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said property which are consistent with the provisions of the attached Contract to Buy and Sell Real Estate and this Resolution are hereby ratified, approved and confirmed.
2. That the City Council hereby authorizes the expenditure of \$190,000.00 for the purchase of said property to be paid at closing on June 10, 2003, or by mutual agreement at an earlier date.
3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the attached Contract to Buy and Sell Real Estate, including, without limitation, the execution and delivery of such certificates and documents as may be necessary or desirable.

PASSED and ADOPTED this 21<sup>st</sup> day of May, 2003.

Attest:  
Council

President of the

---

City Clerk

CONTRACT TO BUY AND SELL REAL ESTATE  
(Commercial)  
Date: March 24, 2003

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property defined below on the terms and conditions set forth in this Contract.

2. DEFINED TERMS.

a. Buyer. Buyer will take title to the Property as The City of Grand Junction, a Colorado home rule municipality.

b. Seller. Seller is Robert C. Miller.

c. Property. The Property has the following address, Assessor Parcel # and legal description:

Street Address: 159 Colorado Avenue, Grand Junction, Colorado 81501

Mesa County Tax Schedule Number: 2945-143-25-003

Legal Description: Lots 11 and 12, inclusive, in Block 122 of the CITY OF GRAND JUNCTION, County of Mesa, State of Colorado

d. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 5	Title Deadline	14 days after item 12
2	§6a	Title Objection Deadline	14 days after item 1
3	§6b	Off-Record Matters Deadline	14 days after item 12
4	§6b	Off-Record Matters Objection Deadline	14 days after item 1
5	§7a	Seller's Property Disclosure Deadline	14 days after item 12
6	§7c	Inspection Objection Deadline	28 days after item 1
7	§7c(2)	Resolution Deadline	1 day prior to item 11
8	§8	Closing Date	20 days after item 11
9	§ 13	Possession Date	At Closing
10	§ 13	Possession Time	5:00 p.m.
11	§21a	City Council Ratification Deadline	May 21, 2003
12	§25	Acceptance Deadline Date	March 24, 2003
13	§25	Acceptance Deadline Time	5:00 p.m.

e. Attachments. The following exhibits, attachments and addenda are part of this contract: N/A .

f. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" means not applicable.

3. INCLUSIONS / EXCLUSIONS. The Purchase Price shall include all real property interests, easements, rights and benefits appurtenant to the Property, and the following fixtures: furnace and attachments, boiler and attachments, kitchen exhaust system, grease interceptor, plumbing and electrical system and devices. The Purchase Price excludes all furniture, fixtures, and appliances which are not described in the prior sentence, equipment and other personal property situate therein, which Seller shall remove from the Property prior to the Possession Date.

4. PURCHASE PRICE AND TERMS. The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§4	Purchase Price	\$190,000.00	
2	§4a	Earnest Money		\$10,000.00
3	§4b	Cash at Closing		\$180,000.00
4		Total	\$190,000.00	\$190,000.00

a. Earnest Money. The Earnest Money set forth in this Section, in the form of Buyer's check, is part payment of the Purchase Price and shall be payable to and held by Abstract & Title Company of Mesa County, Inc., Closing Agent, in said Closing Agent's trust account, on behalf of both Seller and Buyer. Buyer shall deliver the Earnest Money to the Closing Agent no later than the second business day after Seller's acceptance of this Contract.

b. Cash at Closing. All amounts to be paid by Buyer at Closing including Cash at Closing and Buyer's closing costs, shall be in good funds. "Good Funds" means cash, electronic transfer funds, certified check, savings and loan teller's check or cashier's check.

5. EVIDENCE OF TITLE.

a. Evidence of Title. On or before Title Deadline (§2d, Item No. 1), Seller shall cause to be furnished to the City Attorney, at Seller's expense, a current commitment for owner's title insurance policy ("Title Commitment"), in an amount equal to the Purchase Price, together with true and legible copies of all instruments referred to therein. The Title Commitment shall commit to delete or insure over the standard exceptions which relate to:

- (1) parties in possession,
- (2) any unrecorded mechanics' liens, and



(3) gap period (effective date of the Title Commitment to the date the deed is recorded)

Any additional premium expense to obtain this additional coverage shall be paid by Seller. Seller shall cause the title insurance policy to be delivered to Buyer as soon as practicable, at or after Closing.

b. Copies of Exceptions. On or before Title Deadline (§2d, Item No.1), Seller, at Seller's expense, shall furnish to the City Attorney (1) legible copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents listed in the schedule of exceptions ("Exceptions"). Seller shall have the obligation to furnish the documents pursuant to this subsection without any request or demand by Buyer. This requirement shall pertain only to documents as shown of record in the office of the Mesa County Clerk and Recorder. The Title Commitment together with copies of such documents furnished pursuant to this Section shall constitute the title documents ("Title Documents").

## 6. TITLE.

a. Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Seller on or before the Title Objection Deadline (§2d, Item No. 2), or within five (5) business days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the Title Commitment together with a copy of the Title Document(s) adding new Exception(s) to title, whichever is later. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer shall be deemed to have accepted as satisfactory the condition of title as disclosed by the Title Documents.

b. Matters Not Shown by the Public Records. Seller shall deliver to the City Attorney, on or before the Off-Record Matters Deadline (§2d, Item No.3), true copies of all lease(s), agreement(s), contract(s), notice(s) and survey(s) in Seller's possession pertaining to or affecting the Property and shall disclose to the City Attorney, all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. The documents and information referred to in the preceding sentence shall constitute "Off Record Matters." Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as unrecorded easements, unrecorded leases or boundary line discrepancies). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection(s) shall be signed by or on behalf of Buyer and given to Seller on or before the Off-Record Matters Objection Deadline (§2d, Item No.4). If Seller does not receive Buyer's notice by said date, Buyer shall be deemed to have accepted the condition of title subject to such rights, if any, of third parties of which Buyer has actual notice.

c. Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in §6a or §6b above, Seller shall use

reasonable effort to correct said items and bear any expense, not to exceed \$1000.00, to correct the same prior to the Resolution Deadline. If such unsatisfactory title condition(s) are not corrected on or before the Resolution Deadline, this Contract shall then terminate; provided, however, Buyer may, by written notice to Seller, on or before the Resolution Deadline, waive objection to such items.

## 7. PROPERTY DISCLOSURE AND INSPECTION.

a. On or before Seller's Property Disclosure Deadline (§2d, Item No.5), Seller shall provide the City Attorney with a written disclosure of any and all adverse matters regarding the Property of which Seller has current and actual knowledge.

b. Inspection. After Seller has accepted this Contract, Buyer shall have the right, at Buyer's expense, to conduct inspections of the physical condition of the Property and Inclusions ("Inspections"). The Inspections may include, but not be limited to, boundary surveys, engineering surveys, soils samples and surveys and environmental surveys which include sampling and testing of building materials.

c. Inspection Objection Deadline. If the physical condition of the Property or Inclusions is unsatisfactory as determined by Buyer's sole and subjective discretion, Buyer shall, on or before the Inspection Objection Deadline (§2d, Item No.6), either:

(1) notify Seller in writing that this Contract is terminated, in which case all payments and things of value received hereunder shall be returned to Buyer, or

(2) provide Seller with a written description of any unsatisfactory physical condition(s) which Buyer requires Seller to correct, at no cost or expense to Buyer, before the Resolution Deadline ("Notice to Correct"). If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in writing to a settlement thereof on or before the Resolution Deadline (§2d, Item No.7), this Contract shall terminate and all payments and things of value received hereunder shall be returned to Buyer, unless before such termination Seller receives Buyer's written withdrawal of the Notice to Correct.

d. Representations and Warranties Regarding Environmental Matters.

(1) Seller represents and warrants that (i) Seller has no current and actual knowledge of any Hazardous Material at, upon, under or within the Property or, to the best of Seller's knowledge, within any contiguous real estate, and (ii) Seller shall not cause or permit to be introduced any Hazardous Material at, upon, under or within the Property from now until Closing.

(2) The term "Hazardous Material" for the purposes of this Agreement means (A) any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Material Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto and

replacements therefor; or (B) such substances, materials or wastes as are regulated by the Resource Conservation and Recovery Act of 1976 (RCRA) or the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) or any amendments thereto or orders, and regulations, directions, or requirements thereunder; (C) "Underground storage tanks," "petroleum," "petroleum by products," "regulated substance," "oil" or "used oil" as defined by Colorado law, including §25-7-101 et seq.; (D) "Hazardous waste" as defined by the Colorado Waste Act, C.R.S. §25-15-101 et seq., or by any regulations promulgated thereunder; (E) Any substance the presence of whether on, in or under the Property is prohibited by any law similar to those set forth above; (F) Any other substance which by law, regulation or ordinance requires special handling in its collection, storage, treatment or disposal.

(3) Notwithstanding the definition set forth above, for purposes of this Agreement, the term "Hazardous Material" does not include asbestos or asbestos containing materials in the building or fixtures on the Property, or lead paint, if any, on the building or on the Property as of the date of this Agreement.

(4) To the best of Seller's knowledge, as of the date of this Contract and as of the date of Closing, the Property (including land, surface water, ground water and improvements) is now and will then be free of all Hazardous Materials as defined herein.

(5) To the best of Seller's knowledge, the Property has been used as a restaurant since the mid-1960s.

(6) Buyer represents and warrants that the completion of the Closing by Buyer shall evidence Buyer's acceptance of (a) the physical condition, including the environmental condition, of the Property and Inclusions, WHERE IS, AS IS, without warranty or representation from Seller except as expressly stated in this Section 7(d), and (b) all liabilities related to the physical condition, including the environmental condition, of the Property and Inclusions, subject only to Seller's warranties and representations as expressly stated in this Section 7(d).

e. Damage; Liens; Indemnity. Buyer is responsible for payment for all inspections, surveys, engineering reports or any other work performed at Buyer's request. Buyer shall pay for any damage which occurs to the Property and Inclusions as a result of such activities if Closing does not occur. Buyer shall not permit claims or liens of any kind against the Property for inspection, surveys, engineering reports and for any other work performed on the Property at Buyer's request if Closing does not occur. Buyer agrees to hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller in connection with the Inspections. If Buyer has not acted in good faith or reasonably, Seller may recover reasonable costs and expenses incurred by Seller to enforce this subsection, including Seller's

reasonable attorney fees. The provisions of this subsection shall survive the termination of this Contract.

8. CLOSING. Delivery of deed from Seller to Buyer shall be at Closing ("Closing"). Closing shall be on the date specified as the Closing Date (§2d, Item No.8), or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by mutual agreement between Buyer and Seller.

9. TRANSFER OF TITLE.

a. Subject to tender or payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient Special Warranty Deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title shall be conveyed free and clear of all liens and encumbrances, including any assessed governmental liens for special improvements installed as of the date of Buyer's signature hereon.

b. Title shall be conveyed subject to:

(i) those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with §6a [Title Review], and

(ii) the Off-Record Matters and those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with §6b [Matters not shown by the Public Records].

10. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this transaction or from any other source.

11. CLOSING COSTS, DOCUMENTS AND SERVICES. Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items required to be paid at Closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing. Fees for real estate Closing services shall be paid at Closing one-half by Buyer and one-half by Seller. Any sales, use or other tax that may accrue because of this transaction shall be paid when due by the party so responsible under applicable law.

12. PRORATIONS. The following shall be prorated to the Closing Date, except as otherwise provided:

a. Personal Property Taxes. Personal property taxes, if any, shall be paid by Seller;

b. General Real Estate Taxes. General real estate taxes shall be prorated to the Closing Date based on the most recent mill levy and the most recent assessment;

c. Utilities and Other Services. Seller shall pay for all fees and charges for all utilities and services which have accrued as of the Closing Date. Buyer shall be responsible for all utilities fees and services which accrue thereafter.

d. Final Settlement. Unless otherwise agreed in writing, these prorations shall be final.

13. POSSESSION. Possession of the Property shall be delivered to Buyer on Possession Date (§2d, Item No. 9) and Possession Time (§2d, Item No. 10), free and clear of any and all leases and tenancies. If Seller, after Closing, fails to deliver possession as specified Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of \$100.00 per day from the Possession Date until possession is delivered.

14. NOT ASSIGNABLE. This Contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of both parties.

15. CONDITION OF AND DAMAGE TO THE PROPERTY AND INCLUSIONS. Except as otherwise provided in this Contract, both the Property and the Inclusions shall be delivered in the condition existing as of the date of this Contract, ordinary wear and tear and reasonable damages resulting from the removal of fixtures excluded from this sale shall be excepted.

a. Casualty; Insurance. In the event the Property or the Inclusions shall be damaged by fire or other casualty prior to Closing, Seller shall not be obligated to repair any damage prior to Closing.

b. Damage; Inclusions; Services. Should any Inclusion(s) or service(s) (including systems and components of the Property, e.g., heating, plumbing, etc.) fail or be damaged before Closing, Seller shall deliver to Buyer any insurance proceeds paid to Seller covering such repair or replacement.

c. Walkthrough; Verification of Condition. Buyer, upon reasonable notice, shall have the right to walk(s) through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

d. On or before seven days after the Acceptance Deadline Date, Seller shall inform the City Attorney in writing as to his current and actual knowledge regarding the following:

- (1) Name of current and all former owner(s):
- (2) Description of current use(s) of the Property (if other than office use exclusively, provide name(s) of current occupant(s) and date(s) of occupancy:
- (3) Date of completion of original construction and any substantial renovations (including tenant improvements):
- (4) Name(s) of previous occupant(s):
- (5) Description of previous use(s) of the Property:
- (6) Is there or has there been asbestos in any of the construction material contained in the building(s)? If so, has it been removed? When and by whom?
- (7) Was a survey conducted to assess the type, amount, location and condition of asbestos? If so, attach a copy of any survey report.

(8) Have asbestos air samples been taken? If so, what are the results?

#### Polychlorinated Biphenyls (PCB's)

(9) Have polychlorinated biphenyls (PCB's) been used in electrical transformers, capacitors or other equipment at the Property?

(10) If so, describe the use and quantity of PCB's unused on the Property.

#### Fuel/Waste/Chemical Storage Tanks, Drums and Pipelines

(11) Are there any above-ground gasoline, diesel, fuel oil, waste or other chemical storage tanks on the property?

(12) If so, describe substance stored and capacity of tank(s).

(13) Have the tanks been inspected or tested for leakage? When was the most recent test? What were the results?

(14) Are any other wastes or chemicals stored on the Property in drums or other containers? If so, describe the substances, quantities stored and types of containers.

(15) Have there been any spills, leaks or other releases of wastes or chemicals on the Property? If so, describe the substances and quantities released, any cleanup measures taken and the results of any soil or groundwater samples performed to detect the presence of the chemicals spilled, leaked or released on the Property.

(16) Attach copies of any permits or licenses pertaining to the use, storage, handling or disposal of wastes and chemicals on the Property.

#### Air Emissions

(17) Describe air emissions from each source of air pollutants, including fuel burning and kitchen equipment (describe type of fuel burned and rated capacity of equipment) on the Property.

(18) Describe air pollution control equipment used to reduce emissions for each source of air emissions.

(19) Are air emissions monitored? If so, indicate frequency of monitoring.

(20) Attach copies of any air permits or licenses pertaining to operations on the Property.

#### Water Discharges

(21) List all sources of waste water discharged to public sewer systems.

(22) List all sources of other waste water discharge(s), surface discharge(s), oil/water/grease trap(s) and separators and any other septic systems or waste disposal tank(s).

(23) For each discharge, list the average daily flow.

(24) Attach copies of any water discharge permits or licenses pertaining to operations of the Property.

#### Water Supply

- (25) Describe the types of liquid wastes (other than waste water described above) and solid wastes which are or have been generated at the Property.
- (26) Describe how the liquid and solid wastes generated at the Property are and have been disposed.
- (27) Attach copies of any waste disposal permits or licenses pertaining to operations on the Property.
- (28) Has the Property been used for disposal of any liquid or solid waste? If so, describe the location of all disposal sites, the type of wastes disposed of, the results of any soil or groundwater samples taken in the vicinity of each site and the manner in which each site not presently used was closed.
- (29) Have storage or disposal pits been located on the Property? If so, describe the location of all, type of material placed in each, the result of any soil or groundwater samples taken in the vicinity of each and the manner in which each not presently in use was closed.
- (30) Have wastewater treatment (pretreatment) facilities been located on the Property? If so, describe the location of all facilities, the type of wastes treated in each facility, the results of any soil or groundwater samples taken in the vicinity of each facility and the manner in which each facility not presently in use was closed.
- (31) Have there been raw chemical or waste chemical storage areas on the Property? If so, describe the location of all such areas, the type of products or wastes stored in each area, the amount of products or wastes stored in each area, the results of any soil or groundwater samples taken in the vicinity of each area and the manner in which each area not presently in use was closed.

#### Pesticides, Herbicides and Other Agricultural Chemicals

- (32) Have pesticides, herbicides or other agricultural chemicals been applied to the Property? If so, describe the locations where such pesticides, herbicides or chemicals were applied, the type of pesticides, herbicides or chemicals applied in each area and the results of any soil or groundwater analyses performed to detect pesticides, herbicides or chemicals used at the site.
- (33) Have pesticides, herbicides or other agricultural chemicals been mixed, formulated, rinsed or disposed of on the Property? If so, describe the locations where such pesticides, herbicides or chemicals were mixed, formulated, rinsed or disposed of; the type of pesticides, herbicides or chemicals mixed, formulated, rinsed or disposed of at each location; and the results of any soil or

groundwater analyses performed to detect pesticides, herbicides or chemicals mixed, formulated, rinsed or disposed of at the site.

Fill

(34) Has any fill been placed on the site? If so, describe the fill (source, characteristics and chemical composition, if known) and state the amount of fill and the locations of the fill.

16. LEGAL COUNSEL; AMBIGUITIES. (a) Buyer and Seller have each obtained the advice of its/their own legal and tax counsel regarding this Contract or has knowingly declined to do so. (b) The parties agree that the rule of construing ambiguities against the drafter shall have no application to this Contract.

17. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

a. If Buyer is in Default, the Earnest Money shall be paid to Seller and both parties shall thereafter be released from all obligations hereunder, except for the duties created by Section 7e. It is agreed that the Earnest Money is LIQUIDATED DAMAGES and is SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

b. If Seller is in Default, Buyer may elect to treat this Contract as canceled in which case all payments and things of value received hereunder shall be returned to Buyer and Buyer may: either recover LIQUIDATED DAMAGES in the amount of \$2000.00; or elect to treat this Contract as being in full force and effect and Buyer shall have the right to specific performance plus its reasonable attorneys fees. In the event that Buyer elects to take the liquidated damages, Buyer expressly waives the remedies of specific performance and additional damages.

18. MEDIATION. If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved thirty (30) calendar days from the date written notice requesting mediation is sent by one party to the other(s). This section shall not alter any date in this Contract, unless otherwise agreed in writing.

19. EARNEST MONEY DISPUTE. Notwithstanding any termination of this Contract, Buyer and Seller agree that, in the event of any controversy regarding the Earnest



Money and things of value held by Closing Agent (unless mutual written instructions are received by the holder of the Earnest Money and things of value), Closing Agent shall not be required to take any action but may await any proceeding, or at Closing Agent's option and sole discretion, may interplead all parties and deposit any moneys or things of value into the district court of Mesa County.

20. TERMINATION. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to §7e (Damage; Liens; Indemnity), §17b (If Seller is in Default), §18 (Mediation), and §19 (Earnest Money Dispute).

21. ADDITIONAL PROVISIONS.

a. City Council Consent. The execution of this Contract by the City Manager of the City of Grand Junction and Buyer's obligation to proceed under its terms and conditions is expressly conditioned upon and subject to the formal ratification, confirmation and consent of the Grand Junction City Council with regards to: (1) the terms, covenants, conditions, duties and obligations to be performed by Buyer in accordance with this Contract, and (2) the allocation of funds to pay the Purchase Price and all other costs and expenses necessary to perform Buyer's due diligence inspections of the Property. In the event such ratification, confirmation and consent is not obtained on or before the City Council Ratification Deadline (§2d, Item No. 11), this Contract shall automatically terminate, both parties shall thereafter be released from all obligations hereunder and the Earnest Money received hereunder shall be returned to Buyer. If the City Council approves this Contract, then within two business days after said approval, Buyer shall deliver to Seller the City Council's written approval.

b. No Fees or Commissions. Buyer and Seller each warrant that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee. Each party agrees to defend, indemnify and hold the other party harmless from any claim for real estate brokerage commissions or finder's fees arising out of this Contract.

c. Inspections. All inspections and visits to the Property by Buyer shall be performed during Seller's non-business hours upon prior arrangement with Seller.

22. ENTIRE AGREEMENT; SUBSEQUENT MODIFICATION; SURVIVAL. This Contract constitutes the entire contract between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid or binding upon the parties or enforceable unless made in writing and signed by the parties. Any obligation in this Contract which by its terms is intended to be performed after termination or Closing shall survive the same.

23. FACSIMILE. Signatures may be evidenced by facsimile. Documents with original signatures shall be provided to the other party at Closing or earlier upon request of any party.

24. NOTICE. Except for the notice requesting mediation described in §18, any notice to Buyer shall be effective when received by Buyer and any notice to Seller shall be effective when received by Seller.

25. NOTICE OF ACCEPTANCE; COUNTERPART. This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to §24 on or before Acceptance Deadline Date (§2d, Item No. 12) and Acceptance Deadline Time (§2d, Item No. 13).

26. ESCROW ACCOUNT. Notwithstanding any other provision of this Agreement, if the City Council approves this Agreement in the manner set forth in §21a, then the following terms shall apply:

- a. No later than May 23, 2003, Buyer shall provide the full amount of the "Cash at Closing," as that term is defined in §4, in good funds to the Closing Agent, to be held by the Closing Agent in an escrow account, in trust on behalf of both Seller and Buyer.
- b. The terms of §19 shall apply to any dispute concerning the escrowed funds.
- c. Buyer's compliance with their terms of §26a shall evidence Buyer's agreement that the only remaining condition to the release of the funds held by the Closing Agent to Seller shall be Seller's compliance with his obligations under this Agreement from May 23, 2003 to the Closing Date, and shall evidence Buyer's waiver of any contract defenses and claims that are inconsistent with the first clause of this sentence.

THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, Buyer

By: \_\_\_\_\_ Date of Buyer's signature: \_\_\_\_\_, 2003  
David Varley, Acting City Manager  
Buyer's Address: Attn: City Attorney, 250 North 5th Street, Grand Junction, CO 81501  
Buyer's Telephone No. (970) 244-1505  
Buyer's Fax No. (970) 244-1456

Robert C. Miller, Seller

By: \_\_\_\_\_ Date of Seller's signature:  
\_\_\_\_\_,2003

Robert C. Miller

Seller's Address: 159 Colorado Avenue, Grand Junction, CO 81501

Seller's Work Telephone No. (970) 241-3099

Seller's Home Telephone No. (970) 464-5763

END OF CONTRACT

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**Attach 5  
Hallenbeck Ranch Property Lease**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>							
<b>Subject</b>		Resolution Authorizing a One Year Lease of the City's Hallenbeck Ranch Property to Clint Miller.					
<b>Meeting Date</b>		May 21, 2003					
<b>Date Prepared</b>		May 12, 2003			File #		
<b>Author</b>		Tim Woodmansee		<b>City Real Estate Manager</b>			
<b>Presenter Name</b>		Greg Trainor		<b>Utilities Manager</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:** This is a proposed one-year ranching & grazing lease with an option to extend for an additional year if Mr. Miller achieves all of the City's performance objectives.

**Budget:** Proposed rent for the one-year lease is \$3,500.

**Action Requested/Recommendation:** Adopt resolution authorizing a one-year lease of the City's Hallenbeck Ranch property to Clint Miller.

**Attachments:** Vicinity Map; Proposed Resolution; Proposed Lease Agreement.

**Background Information:** The 300-acre Hallenbeck Ranch is part of a larger 1954 land and water purchase from C.V. Hallenbeck. The Hallenbeck purchase included several hundred acres ranging from semi-arid properties near Whitewater to irrigated sub-alpine lands in the Kannah Creek, Purdy Mesa and Grand Mesa areas. All water rights acquired from Hallenbeck were promptly converted to allow dual use for either agricultural or municipal purposes.

The City continues to own the property so that surplus water may be used for agricultural purposes, thus satisfying the beneficial use doctrine to protect the City's valuable water rights from abandonment or downstream claims. Other objectives and benefits of the City owning the property include revenue to the City's water fund, protection of the City's water supply systems and enhancements to water quality and yield.

The property has been leased since 1954 to various ranchers who reside in the Kannah Creek/Purdy Mesa area. The most recent lessee was Ms. Bonnie Siminoe. Although Ms. Siminoe was a very good steward of the property, health reasons preclude her from continuing the lease.

City staff issued a Request for Proposals to property owners in the Kannah Creek/Purdy Mesa area for the current lease offering. Proposals were received from Mr. Daniel Barker, Howard & Janie VanWinkle, and Mr. Clint Miller. Staff believes the proposal submitted by Mr. Miller most effectively addresses the City's goals and objectives.

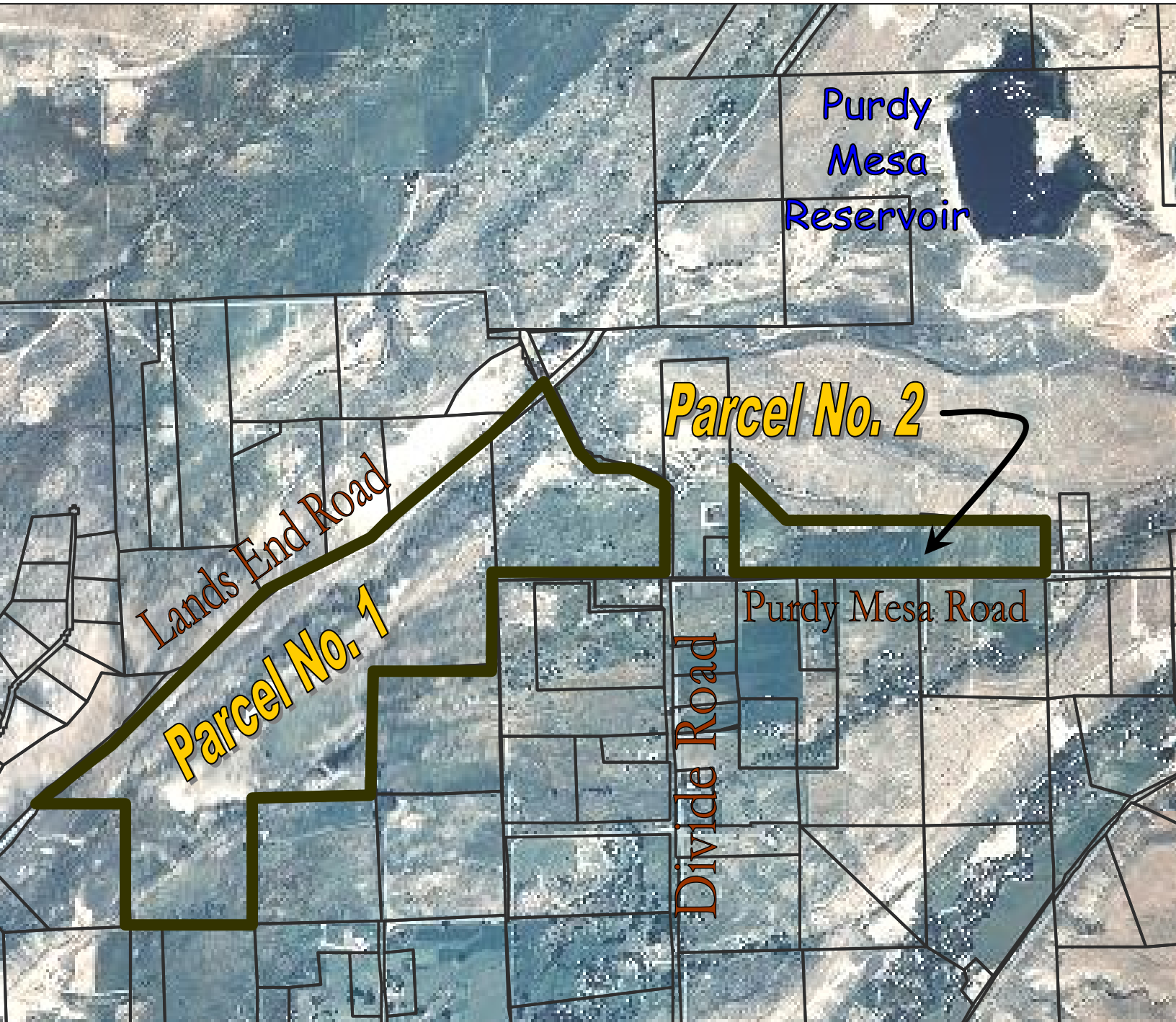
The proposed lease will require Mr. Miller to:

- Represent the City's water and water rights interests by participating in the activities of the appropriate ditch and reservoir companies and to promote the City's interests with the utmost good faith, loyalty and fidelity;
- Maximize water usage and provide for the development of historic water consumption records;
- Rehabilitate existing fields and cultivate additional fields to bring the property up to its historic level of cultivation, and
- Improve the overall condition of the property.

In addition to rent, Mr. Miller will be required to pay the property taxes, all operational expenses and liability insurance.

# HALLENBECK RANCH

## Vicinity Map



**RESOLUTION NO. \_\_\_\_\_**  
**RESOLUTION NO. \_\_\_\_\_**  
**AUTHORIZING A ONE-YEAR LEASE OF**  
**THE CITY'S HALLENBECK RANCH PROPERTY**  
**TO CLINT MILLER**

WHEREAS, the City of Grand Junction is the owner of the following described real property in the County of Mesa, State of Colorado, to wit:

Township 2 South, Range 2 East of the Ute Meridian:

Section 25:     The SE1/4 of the SW1/4,  
                  The NW1/4 of the SE1/4,  
                  All that part of the N1/2 of the SW1/4, the SE1/4 of the NW1/4, the  
S1/2                     of the NE1/4, and the NE1/4 of the NE1/4 lying Southerly and  
Easterly  
                          of Lands End Road.

Township 12 South, Range 98 West, 6th Principal Meridian:

Commencing at the SW Corner of Section 36, thence East along the South line of said Section 36 a distance of 660.00 feet to the True Point of Beginning, said point being the Southwest corner of that tract of land conveyed by instrument recorded in Book 1145, Page 824 in the office of the Mesa County Clerk and Recorder; thence S 89°55'31" E a distance of 3314.31 feet, more or less; thence N 00°59'04" E along a strand barbwire fence a distance of 529.82 feet, more or less, to an existing fence corner; thence N 84°34'44" W along said fence line a distance of 906.87 feet; thence continuing along said fence line, S 01°51'29" E a distance of 80.46 feet, more or less, to an existing fence corner; thence S 88°57'38" W along said fence line a distance of 412.29 feet; thence continuing along said fence line, S 89°28'22" W a distance of 916.30 feet, more or less, to an existing fence corner; thence N 50°54'21" W along said fence line a distance of 850.80 feet, more or less, to an existing fence corner; thence S 00°04'01" W along said fence line a distance of 1009.63 feet, more or less, to the True Point of Beginning; and

WHEREAS, Mr. Clint Miller, in response to a Request for Proposals issued by the City, has submitted a proposal to lease the above described Property wherein Mr. Miller proposes to lease the property from the City and, at Mr. Miller's own cost and expense, improve the condition of the property.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Lease Agreement with Mr. Clint Miller for the lease of said property for a term of one-year, commencing on May 22, 2003, and expiring on May 21, 2004; provided however, that in the event Mr. Miller performs all of Mr. Miller's required duties and obligations pursuant to the attached Lease Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the farming and grazing rights to the Property at the expiration of said one-year term, the City may extend the term of the lease with Mr. Miller for an additional one-year period, subject to each and every term contained in the attached Lease Agreement.

PASSED and ADOPTED this 21<sup>st</sup> day of May, 2003.

Attest:

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President of the Council

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City Clerk



## **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Agreement") is made and entered into to be effective as of the 22<sup>nd</sup> day of May, 2003, by and between The City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Clint Miller, hereinafter referred to as "Lessee".

### **Recitals**

A. The City believes it is the owner of that certain real property commonly known as the Hallenbeck Ranch, located on Purdy Mesa in the County of Mesa, State of Colorado, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference, hereinafter referred to as "the Property". The City acquired the Property for its water and water rights and ditches and ditch rights ("water rights"). The City owns the Property for the primary purposes of protecting the City's water rights, the decrees for which allow multiple purposes to include municipal, agricultural and livestock watering. During most irrigating seasons, portions of the City's water rights are not necessary for municipal use. The City therefore retains ownership of the Property so that water not necessary for municipal purposes may be beneficially used and applied upon the Property for agricultural and livestock watering purposes. It is the express intent and desire of the City that the Property remain as productive as is practicable for farming and ranching purposes so that the City's water rights may be used to their full and maximum extent, that all aspects of the Property may be maintained to the highest practicable standard, and that expenses be kept to a minimum without waste.

B. Lessee has submitted to the City a proposal wherein Lessee has expressed Lessee's intent and desire to lease, use, occupy, maintain and improve the Property and to judiciously use and apply the City's water rights thereon in accordance with the desires and express intent of the City, all at no cost or expense to the City.

C. The City has agreed to lease the Property to Lessee based on Lessee's verbal and written representations that Lessee possesses the knowledge, experience, equipment, personnel and financial resources to maintain the Property to the highest practicable standard and to use and apply the City's water rights upon the Property to their full and maximum extent, all in accordance with the desires and express intent of City.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual promises, terms, covenants, conditions, duties and obligations to be kept by the City and Lessee as more fully hereafter set forth, the parties hereto agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the Property to Lessee, and Lessee hereby accepts and leases the Property from the City, for the term set forth in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property and the water and water rights, ditches and ditch rights appurtenant thereto, all in accordance with the provisions of this Agreement.

2. Term. The term of this Lease shall commence on May 22, 2003, and shall continue through May 21, 2004, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of Lessee as hereinafter set forth and in the event the City determines at the City's sole discretion to again lease the Property in accordance with the provisions of this Lease, Lessee shall have the first right of refusal to lease the Property for the term commencing on May 22, 2004, and expiring on May 21, 2005, as more fully set forth in paragraph 14 below.

3. Reservations from Lease. The City retains and reserves from this Lease and unto itself:

a. all oil, gas coal and other minerals and mineral rights underlying and/or appurtenant to the Property;

b. all hunting rights concerning the Property;

c. all rights to grant, sell, bargain, convey and dedicate any ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement;

d. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for the conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may have to compensation, including claims for damages, as a result of any condemnation; and

e. all water and water rights, ditches and ditch rights which are appurtenant to and/or connected with the Property, except those which the City makes available and authorizes Lessee to use and apply to the Property pursuant to this Lease.

4. Rent.

4.1 Lessee agrees to pay to the City as rent for the Property during the term of this Lease, in addition to all other sums and expenses which Lessee shall be required to pay to fulfill Lessee's duties and obligations hereunder, the total sum of \$3,500.00, due and payable as follows:

- a. the sum of \$1,750.00 shall be due and payable to the City coincident with Lessee's signing of this Agreement and prior to Lessee's entry of the Property, and
- b. the sum of \$1,750.00 shall be due and payable to the City on or before November 21, 2003.

4.2 In the event Lessee fails to pay the specified rental payments on or before specified due dates, this Agreement and the lease of the Property to Lessee shall automatically terminate and neither party shall have any further rights, duties or obligations under this Agreement.

4.3 All rental payments paid by Lessee to the City shall be delivered either by mail or by personal delivery to:

City of Grand Junction Finance Department  
Accounts Receivable  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

All rental payments deposited by Lessee shall be clearly marked "Hallenbeck Ranch Lease Payment".

5. Specific Duties and Obligations of Lessee. As consideration for the lease of the Property, Lessee shall, at no cost or expense to the City:

5.1 Thoroughly plow, irrigate, cultivate, fertilize and farm all farmable lands upon the Property in a responsible and prudent husband-like manner; to plant, grow and harvest upon and from the Property crops of hay, grass and/or alfalfa and no other plants or crops without the prior written consent of the City.

5.2 Use the Property for farming, ranching and livestock grazing purposes only and for no other purpose whatsoever; Lessee agrees that Lessee will not use the Property nor allow any other person to use the Property for any purpose prohibited by this Agreement or by the applicable laws of the United States of America, the State of Colorado, the County of Mesa or any other governmental authority or any jurisdiction having authority over uses and activities conducted upon the Property.

5.3 Maintain, clean out and keep in good order and repair, free from litter and debris and, as is practicable, free from weeds, all aspects of the Property, including, but not limited to, roads, perimeter boundaries, ditches, diversion structures, flumes, headgates and other structures necessary to fully irrigate the Property and to not allow any water running through, used and applied upon the Property to overrun any furrows or otherwise cause damage to the Property or the property of any other person or entity.

5.4 Waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees and agents, for injury to or destruction of any property of Lessee or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any third person; and to indemnify and hold the City and the City's officers, employees and agents, harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of or resulting from Lessee's use, occupancy, maintenance and improvement of the Property.

5.5 Not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation and storage of any hazardous, toxic or regulated substance or material, including, but not limited to, herbicides, pesticides and petroleum products. Lessee agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage of any such material or substance shall be reported immediately to the City. Lessee further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by Lessee.

5.6 At all times maintain all fences and gates presently located upon the Property in good working order and repair in a manner sufficient to securely confine all livestock. Lessee may install locks on all gates, provided, however, that Lessee shall provide the City with lock combinations and/or copies of keys to all locks installed by Lessee.

5.7 Purchase and at all times during the term of this lease maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City and the City's officer, employees, agents and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property, including Lessee. Such insurance policy(ies) shall have terms and amounts approved by the City's Risk Manager. 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 \$500,000.00, combined single limit. The certificate of insurance must be deposited with the City and must designate "The City of Grand Junction, its officers, employees, agents and assets" as additional insureds. If a policy approved by the City's Risk Manager is not at all times in full force and effect during the term of this Lease, this Lease shall automatically terminate.

6. Irrigation of the Property.

6.1 The irrigation of the Property is an essential duty and obligation to be undertaken by Lessee on behalf of the City. The City intends to permit Lessee to use water and water rights owned by the City, without additional remuneration by Lessee, for purposes specifically limited to irrigating the Property and as stock water for livestock kept and maintained on the Property. Water and water rights the City may make available to Lessee, if the City in its sole and absolute discretion determines that such water is to be made available to Lessee, may include up to:

- a. approximately 400 acre feet of water from the Highline Ditch. This water is usually available from May 1 through June 28 of each year. Available flow rate ranges between 0.1 cubic feet per second (“cfs”) and 7.0 cfs, and/or
- b. approximately 1,200 acre feet of water from the Juniata Enlarged Ditch. This water is usually available from May 1 through June 15 of each year. Available flow rate ranges between 0.1 cfs to 26.0 cfs, and/or
- c. approximately 200 acre feet of reservoir water from the City’s Purdy Mesa Reservoir or from the City’s Juniata Reservoir. This water is usually available from July 1 through October 15 of each year.

6.2 The City may provide written or verbal notice to Lessee at any time during term of this Lease stating the amount(s) of water, if any, expressed in terms of cfs or acre feet, which may be available for Lessee’s use and application upon the Property. Notwithstanding the foregoing, the City retains the right, without any liability to Lessee, to possess, control, sell, exchange, divert and convert water and water rights owned by the City for any purpose which the City deems, in its sole and absolute discretion, to be appropriate, even if such action by the City is adverse to the needs and uses of Lessee. In the event the City exercises its rights as hereinbefore described, the parties may renegotiate the rental paid or to be paid by Lessee; no other terms or conditions of this Lease may be renegotiated.

6.3 Lessee shall utilize all water made available pursuant to this Agreement in a prudent and careful manner to obtain the most efficient use of said water for purposes strictly limited to irrigating the Property and as stock water for livestock kept and maintained on the Property. Lessee shall comply with all rules, regulations and valid administrative orders applicable to any and all water and water rights which may be provided to Lessee under this Agreement.

6.4 Lessee shall represent the City’s water and water rights interests by actively participating in meetings with all appropriate ditch and reservoir companies. All

statements and representations of Lessee under the capacity of representing the City shall serve to promote the interests of the City with the utmost good faith, loyalty and fidelity.

6.5 Lessee shall be solely responsible for diverting and transporting any water made available to Lessee from its point of release to its point of use. Lessee shall exercise proper diligence to ensure that any and all water made available to Lessee is properly diverted and utilized to its fullest extent on and solely for the benefit of the Property and Lessee's operations thereon. Lessee shall be responsible for ensuring that any and all water made available to Lessee is transported through clean irrigation ditches of adequate size and capacity from the point of release to the point of use.

6.6 Lessee shall document the dates of irrigation, the amount(s) of water diverted and applied to the Property and the number of acres on which the water is applied with the understanding that such documentation will be used by the City to provide for the development of historic consumptive use records. Lessee shall be responsible for measuring and recording water flow information at all weirs, flumes and other measuring devices, either now in place or installed in the future, and the amount of water being delivered to and applied upon the Property. Lessee shall further be responsible for measuring, estimating and documenting the return flow from irrigated fields.

6.7 Any failure by Lessee to irrigate the Property as set forth above, or any of the following acts or omissions on the part of Lessee with respect to the water rights appurtenant to the Property, shall be grounds for immediate termination of this Lease:

- a. failure or refusal to make appropriate use of available water to the Property without the prior written consent of the City; or
- b. failure to maintain and preserve the irrigation structures, ditches, pipes and other irrigation facilities and appurtenances on the Property in such a manner as to allow the full application of available water to the Property.

7. Cultivation. Lessee agrees that Lessee shall, at no cost or expense to the City, provide the labor, capital, machinery, seed and fertilizer necessary to improve crop production on the Property through the rehabilitation of existing fields and the cultivation of additional fields to bring the Property up to its historic level of cultivation, or better. Lessee's cultivation practices shall be carried out in a good and husband like manner in accordance with the best methods of cultivation practiced in Mesa County, Colorado. Lessee further agrees to cooperate, comply with and participate in all farm crop programs promulgated by the United States Department of Agriculture, the National Resource Conservation Service and the State of Colorado Farm Bureau. Lessee shall be entitled to and responsible for all proceeds, debts and losses incurred and associated with crops grown on the Property.

## 8. Livestock Management.

8.1 Lessee has represented to the City that Lessee intends to raise and care for Lessee's cattle ("Livestock") on the Property. Prior to letting livestock upon the Property, Lessee shall, at Lessee's sole cost and expense, implement whatever measures are necessary to ensure that all fences around the perimeter of the fields to be grazed are sufficient to confine Lessee's Livestock to the Property. The use of electric fences is permitted, provided that (a) electric power shall be provided from batteries and/or photovoltaic systems and not public electric services, and (b) Lessee installs conspicuous signs sufficient to warn the general public against touching such electric fences.

8.2 Lessee agrees that Lessee's operations and conduct relating to raising and caring for Lessee's Livestock shall be carried out in the highest standard of care and in a manner that will not over graze the Property or otherwise cause deterioration or destruction to the Property. Lessee further agrees to comply with the regulations of the United States Department of Agriculture, Livestock laws and regulations of the State of Colorado, and any and all federal, state and county laws, ordinances and regulations which are applicable to the area in which the Property is located.

8.3 Lessee represents that Lessee's Livestock carry the \_\_\_\_\_ brand ("Lessee's Brand"). Lessee agrees that livestock not carrying Lessee's Brand shall not be permitted on the Property without the prior written approval of the City.

8.4 Lessee agrees that Lessee shall indemnify the City, its officers, employees, agents and assets and hold the City, its officers, employees, agents and assets harmless from liability in the event of loss of life, personal injury or property damage suffered by any person or persons which may be caused by Lessee's Livestock escaping the Property.

9. Use of Chemicals on the Property. Lessee shall not apply any chemicals on the Property, including, but not limited to, fertilizers, herbicides and pesticides, without the prior written consent of the City. Lessee shall at all times keep the City advised of chemicals used and/or stored on the Property, and shall further comply with all applicable rules, laws, regulations and orders, either now in force or hereinafter enacted, regulating the storage, use, application, transportation and disposal of any such chemicals.

## 10. Hazardous Substances.

10.1 The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by

any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

10.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees or employees:

- a. any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or
- b. the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

## 11. Environmental Clean-Up.

11.1 The following provisions shall be applicable to Lessee and to Lessee's agents, guests, invitees, contractors, licensees and employees:

- a. Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;
- b. Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.
- c. Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and



Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.

d. Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Lessee fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.

e. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

11.2 Lessee shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

## 12. Condition of the Property.

12.1 Lessee affirms that Lessee has inspected the Property and has received the Property Premises in reasonably good order and condition. Lessee further affirms that the condition of the Property is sufficient for the purposes of Lessee. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purposes of Lessee.

12.2 In the event the Property is damaged due fire, flood or any other act of nature or casualty, or if the canals, ditches or ditch laterals which provide irrigation water to the Property are damaged to the extent where they are no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's sole and absolute risk.

13. Default, Sublet, Termination.

13.1 Should Lessee: (a) default in the performance of Lessee's agreements, duties or obligations set forth under this Agreement and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee, or (b) abandon or vacate the Property, or (c) suffer death, or (d) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, the City may, at the City's option, cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction, in whole or in part, of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s), fees, assessments or the covenants and agreements to be performed by Lessee for the full term of this Lease; and upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

13.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term, condition, duty or obligation of this Agreement, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days to remedy with respect to a subsequent similar default, but rather, Lessee's rights shall, with respect to a subsequent similar default terminate upon the giving of notice by the City.

13.3 Lessee shall not assign or sublease this Lease or any right or privilege connected therewith, or allow any other person, except as provided herein and except the employees of Lessee, to occupy the Property or any part thereof. Any attempted assignment, sublease or permission to occupy the Property conveyed by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval of the City.

14. Option to Extend Lease. If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of the City, and if the City chooses, at its sole option and discretion, to again lease the farming and grazing rights to the Property at the expiration of the term as set forth in paragraph 2, the City hereby grants to Lessee an option to extend this Lease for one (1) additional one (1) year period, commencing on May 22, 2004, and expiring on May 21, 2005 ("second term"), upon the same terms and conditions of this Agreement or upon such other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for a second term, Lessee shall, on or before January 15, 2004, give written notice to the City of Lessee's desire and intention to lease the Property for a second term.

15. Miscellaneous Provisions.

15.1 The City, by entering into this Lease Agreement, does not part with its entire possession of the Property, but only so far as is necessary to enable Lessee to use, occupy and irrigate the Property and to carry out the duties, obligations, terms and provisions of this Agreement. The City reserves the right to at reasonable times have its officers, employees and agents enter into and upon the Property and every part thereof and to do such acts and things as may be deemed necessary for the protection of the City's interests therein.

15.2 It is expressly agreed that this Lease is one of lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by Lessee. Lessee shall keep the Property free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall save, indemnify and hold the City and the City's officers, employees, agents and assets harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the duties, obligations, terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code, rule or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City and the City's officers, employees, agents and assets harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

15.3 The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent

fee. Lessee agrees to defend, indemnify and hold the City harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of or in connection with this Lease.

15.4 Lessee shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of Lessee's interest in any portion of the Property.

15.5 Unless otherwise agreed to by the parties in writing, all improvements placed upon, under or about the Property or attached to the Property by Lessee shall be and become part of the Property and shall be the sole and separate property of the City upon the expiration or termination of this Lease.

16. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, peaceably surrender the Property to City in good order, condition and state of repair. In the event Lessee fails, for whatever reason, to vacate and peaceably surrender the Property upon the expiration or termination of this Lease, Lessee agrees that Lessee shall pay to the City the sum of \$100.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$100.00 daily fee is an appropriate liquidated damages amount.

17. Enforcement, Partial Invalidity, Governing Law.

17.1 In the event the City uses its Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay any and all attorney fees, plus costs, including the costs of any experts.

17.2 The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision(s).

17.3 This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained herein shall be in Mesa County, Colorado.

18. Notices. All notices to be given with respect to this Agreement shall be in writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or by courier service, as follows:

To the City:  
City of Grand Junction  
Attn: Real Estate Manager  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668  
Fax: (970) 256-4022

With Copy to:  
City of Grand Junction  
Attn: City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668  
Fax: (970) 244-1456

To Lessee:  
Mr. Clint Miller  
6555 Purdy Mesa Road  
Whitewater, CO 81527  
Fax: (970) 241-4718

All notices shall be deemed given: (a) if sent by mail, when deposited in the mail; (b) if delivered by hand or courier service, when delivered; (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

19. Legal Counsel / Ambiguities. The City and Lessee have each obtained the advice of its/their own legal and tax counsel regarding this Agreement or has knowingly declined to do so. Therefore, the parties agree that the rule of construing ambiguities against the drafter shall have no application to this Agreement.

20. Total Agreement; Applicable to Successors. This Lease Agreement contains the entire agreement between the parties. All representations made by any officer, agent or employee of either party, unless included herein, are null and void and of no effect. Except for automatic expiration or termination, this Agreement may not be changed, altered or modified except by a written instrument subsequently executed by both parties. This Lease Agreement and the duties, obligations, terms and conditions hereof apply to and shall be binding upon the respective heirs, successors and authorized assigns of both parties.

The parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

Grand Junction,  
Attest:  
rule municipality

The City of  
a Colorado home

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City Manager                      City Clerk

Lessee:

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Clint Miller

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE HALLENBECK RANCH LEASE**

Parcel No. 1, situate in Township 2 South, Range 2 East of the Ute Meridian:

Section 25:     The SE1/4 of the SW1/4,  
                  The NW1/4 of the SE1/4,  
                  All that part of the N1/2 of the SW1/4, the SE1/4 of the NW1/4, the  
                  S1/2 of the NE1/4, and the NE1/4 of the NE1/4 lying Southerly and  
                  Easterly of Lands End Road.

Parcel No. 2, situate in Township 12 South, Range 98 West, 6<sup>th</sup> Principal Meridian:

Commencing at the SW Corner of Section 36, thence East along the South line of said Section 36 a distance of 660.00 feet to the True Point of Beginning, said point being the Southwest corner of that tract of land conveyed by instrument recorded in Book 1145, Page 824 in the office of the Mesa County Clerk and Recorder;  
thence S 89°55'31" E a distance of 3314.31 feet, more or less;  
thence N 00°59'04" E along a strand barbwire fence a distance of 529.82 feet, more or less, to an existing fence corner;  
thence N 84°34'44" W along said fence line a distance of 906.87 feet;  
thence continuing along said fence line, S 01°51'29" E a distance of 80.46 feet, more or less, to an existing fence corner;  
thence S 88°57'38" W along said fence line a distance of 412.29 feet;  
thence continuing along said fence line, S 89°28'22" W a distance of 916.30 feet, more or less, to an existing fence corner;  
thence N 50°54'21" W along said fence line a distance of 850.80 feet, more or less, to an existing fence corner;  
thence S 00°04'01" W along said fence line a distance of 1009.63 feet, more or less, to the True Point of Beginning.

All in the County of Mesa, State of Colorado.

**Attach 6  
Canyon View Park East Bid**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>									
<b>Subject</b>		Canyon View Park Improvements (East side)							
<b>Meeting Date</b>		May 21, 2003							
<b>Date Prepared</b>		May 12, 2003					File #		
<b>Author</b>		Joe Stevens			Director of Parks & Recreation				
<b>Presenter Name</b>		Joe Stevens			Director of Parks & Recreation				
<b>Report results back to Council</b>		X	No		Yes	When			
<b>Citizen Presentation</b>		X	Yes		No	Name		Parks & Recreation Advisory Board	
X	Workshop		<b>Formal Agenda</b>			X	Consent		<b>Individual Consideration</b>

**Summary:**

On April 29, 2003, the City of Grand Junction opened bids for Canyon View – East. Base bid improvements include 3 multipurpose fields, 2 tennis courts, parking, hard and soft surfaced trails, security lighting, landscaping, irrigation and a new entry off of 24 ½ Road. There were 7 responsive base bids with 6 alternates as follows:

Contractor	Location	Bid Base	Alternate A Central Post-Tensioned Tennis Courts	Alternate B Northwest Multipurpose Field	Alternate C Eastern Post-Tensioned Tennis Courts	Alternate D Native Seed and Temporary Irrigation	Alternate E Pave West and South Crusher Fine Path/Park Trees	Alternate F Tennis Complex Accent Paving	Totals
Sorter Const.	Grand Jct.	\$1,101,304.25	\$89,475.00	\$26,122.00	\$85,876.00	\$73,200.00	\$15,640.00	\$11,110.00	\$1,402,727.25
Clark & Co.	Grand Jct.	\$1,189,464.96	\$90,000.00	\$23,748.00	\$90,000.00	\$66,530.00	\$52,700.00	\$23,700.00	\$1,536,142.96
FCI	Grand Jct.	\$1,236,771.67	\$91,987.00	\$31,210.00	\$91,118.00	\$72,228.00	\$46,909.00	\$24,894.00	\$1,594,617.67
ACC	Denver	\$1,428,007.00	\$105,000.00	\$6,500.00	\$112,000.00	\$36,000.00	\$85,000.00	\$40,000.00	\$1,812,507.00
M.A. Const.	Grand Jct.	\$1,493,061.61	\$100,300.00	\$26,400.00	\$99,080.00	\$73,100.00	\$87,470.00	\$26,650.00	\$1,906,061.61
WD Yards	Grand Jct.	\$1,539,692.54	\$92,400.00	\$41,434.02	\$92,400.00	\$96,296.48	\$73,752.00	\$25,860.00	\$1,961,835.04
Mays Concrete	Grand Jct.	\$1,305,020.90	\$81,200.00	\$40,000.00	\$81,700.00	\$38,300.00	\$77,100.00	\$21,000.00	\$1,644,320.90



**Budget:**

<b>2003 Adjusted Budget</b>	<b>1,534,927</b>
Sales Tax CIP savings available as a result of transferring GOCO Legacy Grant from Las Colonias to Riverside Park restrooms.	138,577
Amore Arcieri Estate*	77,863
<b>Total Funds Available</b>	<b>\$1,751,367</b>
<b>Expenditures</b>	
Sorter Construction Bid w/ Alternates	1,402,727
24 & G Road Bid Awarded to WD Yards	203,588
Architect & Engineering Fees	142,627
Construction Contingency	68,425
Parking Lot Lighting Estimate	27,000
<b>Total Expenditures</b>	<b>\$1,844,367</b>
<b>Additional Funds Needed to Award Base Bid and all 6 Alternates</b>	<b>(\$93,000)</b>

**Other Potential Funding Sources**

Darla Jean Improvements **	\$28,000
Paradise Hills Improvements **	\$65,000
Contingency	\$93,000

\* On May 9, 2003, the City of Grand Junction received confirmation from the estate of Amore Arcieri that \$77,863 may be expended for the development of Canyon View Park. The only stipulation is that \$750 of this amount must go toward a memorial on behalf of Amore Arcieri.

\*\* Recommendation of Parks and Recreation Advisory Board

**Alternative Contract Awards**

Alternative #1 \$1,316,851

Maintains funding for Darla Jean and Paradise Hills improvements but excludes two of six tennis courts, and requires a contingency transfer of \$7,124.

Alternative #2 \$1,402,727

Eliminates Darla Jean and Paradise Hills improvements, and includes all add-alternates.

Alternative #3 \$1,329,527

Maintains funding for Darla Jean and Paradise Hills improvements but eliminates native seed and temporary irrigation, and requires a contingency transfer of \$19,800.

**Alternative #4 \$1,402,727**

This includes funding for Darla Jean and Paradise Hills improvements and includes all add-alternates, but requires a contingency transfer of \$93,000.

**Alternative #5 \$1,402,727**

Maintains \$12,000 in funding for Darla Jean and \$31,000 in funding for Paradise Hills Park improvements, includes all add-alternates, but requires a contingency transfer of \$43,000.

**Action Requested/Recommendation:**

Based upon the November 21, 2002 City Council workshop with the Parks and Recreation Advisory Board, there appears to be two preferred alternatives:

If it is the desire of the City Council to maintain or not revise funding for Darla Jean and Paradise Hills improvements and to minimize the contingency expenditure for Canyon View – East, it is recommended the City Council adopt alternative #1, authorizing the City Manager to execute a contract with Sorter Construction for improvements to Canyon View – East, for the base bid improvements including alternates A, B, D, E & F for a total price of \$1,316,851.00. This maintains funding for Darla Jean and Paradise Hills improvements and permits the construction of 4 of 6 tennis courts included in the base bid and add-alternates.

If the City Council wants to take advantage of favorable bids, avoid mobilization costs and defer the continued development of Darla Jean and Paradise Hills improvements until 2004, It is recommended that the City Council adopt alternative #2, authorizing the City Manager to execute a contract with Sorter Construction for improvements to Canyon View-East, base bid improvements including add-alternates A,B,C,D,E & F for a total price of \$1,402,727.





**Attach 7  
2003 Alley Improvement District**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>							
<b>Subject</b>	Award of Construction Contract for 2003 Alley Improvement District						
<b>Meeting Date</b>	May 21, 2003						
<b>Date Prepared</b>	May 13, 2003					File #	
<b>Author</b>	Dave Donohue			Project Engineer			
<b>Presenter Name</b>	Tim Moore			Public Works Manager			
<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>		X	Consent	<b>Individual Consideration</b>

**Summary:** Bids were received and opened on May 6, 2003 for **2003 Alley Improvement District**. Reyes Construction Inc. submitted the low bid in the amount of **\$397,832.78**.

The following bids were received for this project:

<b>Contractor</b>	<b>From</b>	<b>Bid Amount</b>
Reyes Construction, Inc.	Grand Junction	\$397,832.78
Mays Concrete	Grand Junction	\$404,653.91
M A Concrete	Grand Junction	\$419,501.34
Mountain Valley Contracting	Grand Junction	\$432,653.91
Sorter Construction	Grand Junction	\$507,813.00
Vista Paving Corporation	Grand Junction	\$598,731.53
Engineer's Estimate		\$461,317.80

**Budget:**

<b>Project Costs:</b>	<b>Concrete Pavement Construction</b>	<b>Sewer Replacement</b>
Construction – Alley Improvement District	\$250,873.35	
Construction – Sewer replacements		\$146,959.43
Design – Alley Improvement District	\$14,000.00	
Design – Sewer replacements		\$8,000.00
City Inspection and Administration (Estimated)- Surface	\$13,500.00	
- Sewer		<u>\$12,500.00</u>
Project Cost- Alley Improvement District	\$278,373.35	
	<b>Concrete Pavement Construction Continued</b>	<b>Sewer Replacement Continued</b>
Project Cost- Sewer replacements		<u>\$167,459.43</u>

<b>Funding:</b>		
2011 Fund – 2002 Budget	\$384,560.00	
905 Fund – 2002 Budget		\$213,077.00
Amount under budget- Alley Improvement District:	<u>\$106,186.00</u>	
Amount under budget- Sewer replacements:		<u>\$45,617.00</u>

**Action Requested/Recommendation:** City Council motion authorizing the City Manager to execute a Construction Contract for the **2003 Alley Improvement District to Reyes Construction, Inc.** in the amount of **\$397,832.78.**

**Attachments:** (1) 2<sup>nd</sup> to 3<sup>rd</sup>, East Sherwood to North Map (2) 12<sup>th</sup> to 14<sup>th</sup>, Hall to Orchard Map (3) 6<sup>th</sup> to 7<sup>th</sup> between Rood to White, Rood to White between 6<sup>th</sup> to 7<sup>th</sup>, 13<sup>th</sup> to 14<sup>th</sup> between Main to Colorado, 13<sup>th</sup> to 14<sup>th</sup> between Ouray and Chipeta, 11<sup>th</sup> to 12<sup>th</sup> between Rood and White Map

**Background Information:** This project consists of removal and replacement of antiquated sewer lines and construction of concrete pavement. In conjunction with the sewer and concrete pavement construction, Xcel Energy will be replacing gas lines in the alleys.

The work will take place on 6 alleys throughout the City. The locations are tabulated below:

13<sup>th</sup> to 14<sup>th</sup> Streets between Chipeta and Ouray; sewer and pavement.  
13<sup>th</sup> to 14<sup>th</sup> Streets between Main and Colorado; sewer and pavement.  
13<sup>th</sup> to 14<sup>th</sup> Streets between Hall and Orchard; sewer and pavement.  
6<sup>th</sup> to 7<sup>th</sup> Streets between Rood and White; sewer and pavement.  
2<sup>nd</sup> to 3<sup>rd</sup> Streets north of North Ave.; sewer and pavement.  
11<sup>th</sup> to 12<sup>th</sup> Streets between Rood and White; pavement only.

Work will begin on June 2 and is scheduled to be complete by August 29, 2003.

2003 ALLEY IMPROVEMENTS  
2nd TO 3rd,  
E. SHERWOOD TO NORTH











**Attach 8  
29 Road Improvements Phase II Streets**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>								
<b>Subject</b>		29 Road Improvements Phase II Street						
<b>Meeting Date</b>		May 21, 2003						
<b>Date Prepared</b>		May 7, 2003				File #		
<b>Author</b>		Kent Marsh			<b>Project Engineer</b>			
<b>Presenter Name</b>		Tim Moore			<b>Public Works Manager</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:** Bids were opened on May 6, 2003 for the street reconstruction phase of the 29 Road Improvement Project between North Avenue and Pinyon Street. Utility relocations in this section were completed in April, 2003. Phase II street improvements include construction of 3,500 linear feet of concrete curb, gutter, and sidewalk, and 14,000 square yards of aggregate base course and asphalt pavement. The following table summarizes the bids received on May 6<sup>th</sup>.

Bidder	From	Bid Amount
MA Concrete Construction	Grand Junction	\$892,448.88
Skyline Construction	Grand Junction	\$921,852.47
United Companies	Grand Junction	\$986,598.53
Elam Construction	Grand Junction	\$1,077,948.60
Engineer's Estimate		\$997,375.21

**Budget:**

**2003 Project Costs:**

Construction Contract, Phase II - Street	\$892,449
Construction Contract, Phase II Utilities (completed)	\$428,276
Canal Bridge Design Contract	\$15,000
Right-of-Way Acquisition (Phase III)	\$100,000

Engineering and Construction Administration  
**Total Costs 2003**

\$50,000  
**\$1,485,725**

**Funding Sources**

City Budget 2003 (Fund 2011, Activity F02200)	\$1,472,833
County Budget 2003	\$500,000
County Expenditures and encumbrances	<u>-\$460,000</u>
Total funds available	\$1,512,833
Total project costs 2003 (from page 1)	<u>\$1,485,725</u>
Remaining balance	\$27,108

The balance of \$27,108 will be needed for design of Phase III, street improvements in 2003.

**Action Requested/Recommendation:** Authorize the City Manager to sign a construction contract for the 29 Road Improvements, Phase II Street project, with MA Concrete Construction, in the amount of \$892,448.98.

**Attachments:** None

**Background Information:** This phase of the project will reconstruct 29 Road to the City standard 3-lane “collector” street section from a point 300 ft. north of North Avenue to the south side of Pinyon Ave. All rights-of-way and easements necessary for construction in this phase were acquired this past winter.

The street reconstruction is scheduled to begin on June 3 and will be complete on or before September 23, 2003. Phase III utility relocations, between the Grand Valley Canal and Patterson Road are scheduled to begin immediately following completion of Phase II street reconstruction and should be completed by April of 2004. The final phase of the project will reconstruct 29 Road between Pinyon Street and Patterson Road in the summer of 2004.

**Attach 9  
Signal Communications, Phase IB**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>										
<b>Subject</b>		Award of Signal Communications Contract								
<b>Meeting Date</b>		May 21, 2003								
<b>Date Prepared</b>		May 7, 2003					File #			
<b>Author</b>		Jody Kliska			<b>Transportation Engineer</b>					
<b>Presenter Name</b>		Tim Moore			<b>Public Works Manager</b>					
<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:** Bids were opened on May 6, 2003 for the **Signal Communications Phase 1B** project. The low bid was submitted by **Temple & Petty Construction** in the amount of \$280,693.88.

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

<b>Contractor</b>	<b>City</b>	<b>Bid Amount</b>
Temple & Petty	Grand Junction, CO	\$280,693.80
Ackerman Construction	Purcell, OK	\$346,749.94
Sturgeon Electric	Grand Jct./Henderson, CO	\$356,984.20
MasTec	Brighton, CO	\$403,660.92
Manuel Bros. Construction	Grass Valley, CA	\$625,495.60
<i>Engineer's Estimate</i>		\$381,140.75

Funds are budgeted in the 2011 Fund – Project Budget 2003 F33800. However, the fund shows revenues from CDOT in the amount of \$312,000 which we are not likely to receive due to the state budget crunch. Available City funds currently are only \$230,000. Awarding this contract will require the intra-fund transfer of \$60,000 from Contract Street Maintenance, Fund 2011, Activity F00400.

**Action Requested/Recommendation:** City Council motion authorizing the City Manager to execute a construction contract for the **Communications Phase 1B** project with **Temple & Petty Construction** in the amount of \$280,693.80.

**Background Information:** The project will install fiber optic cable to connect 23 traffic signals in downtown, from 1<sup>st</sup> to 9<sup>th</sup> Street, Pitkin to Grand Avenue. Additionally, the fiber optic cable will be available to City and County buildings for computer connections between the buildings. The project is the second of several that are programmed in the CIP that will eventually connect the signals throughout the city and be able to tie in with the statewide system. The intent is to permit the City of Grand Junction to control the signal timing from the Transportation Engineering office via a fiber optic connection, with the added benefit of enhancing the computer connections between City facilities. This project will also provide a dedicated fiber optic connection between the Police Department and the Sheriff's Department to make them compliant Homeland Security requirements.



**Attach 10  
Public Hearing – CDBG 2003 Action Plan**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>										
<b>Subject</b>		Public Hearing – 2003 CDBG Program Year Funding for the 2003 Action Plan, a part of the 2001 Five-Year Consolidated Plan								
<b>Meeting Date</b>		May 21, 2003								
<b>Date Prepared</b>		May 13, 2003					File # <b>N/A</b>			
<b>Author</b>		David Thornton			Principal Planner					
<b>Presenter Name</b>		David Thornton			Principal 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				
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>			<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	<b>Individual Consideration</b>	

**Summary:** City Council will consider which activities and programs to fund and will prioritize and recommend levels of funding for CDBG projects for the 2003 Program Year.

**Budget:** CDBG 2003 budget of \$417,000

**Action Requested/Recommendation:**

1. Receive public input on the use of the City's 2003 CDBG funds.
2. Consider the CDBG City Council subcommittee recommendation for funding eight projects for the City's 2003 CDBG Program Year Action Plan.
3. Set a hearing for final adoption of the CDBG 2003 Action Plan for June 16 2003.

**Background Information:** This is a public hearing to receive input regarding use of the City's annual CDBG Entitlement funds. A second public hearing will be held on June 16, 2003 to adopt the City's 2003 Action Plan as a part of the City's 2001 Five-Year Consolidated Plan.

The City of Grand Junction has received fourteen applications for CDBG projects requesting 2003 CDBG funds. These requests total \$1,138,585 and the City expects to receive \$417,000 for the 2003 Program Year. A summary list of all requested projects

follows, along with a brief description of each project requesting funding and information on the remaining CDBG schedule.

On May 5, 2003 a committee of six Council Members met to discuss the funding requests. This committee recommends that Council fund the projects as recommended on the following page for the 2003 Program Year which begins September 1, 2003.

**2003 CDBG Program Year Summary of Requests and Recommended Funding**

WHO	WHAT	Funds Requested	Minimum Requested	CC Subcommittee Recommendation
City of Grand Junction	Neighborhood Program Admin dollars (20% cap)	83,400	83,400	83,400
Center for Independence	Purchase a 14 passenger van	26,755	any amount	20,000
Western Region Alternative to Placement	Client Services	10,000	any amount	7,500
The Treehouse	Teen Bistro and Americorp volunteer	60,000	50,000	20,000
Gray Gourmet	Food for Home Delivered Meals	8,090	any amount	5,050
Foster Grand Parents	Transportation costs	10,000	7,000	5,000
Senior Companions	Transportation costs	10,000	7,000	5,000
GJHA - Linden Project	Affordable Housing	275,000	250,000	271,050
Western Colorado Business Development	Women & Minority Business Needs Assessment Study	27,000	27,000	-
Grand Valley Catholic Outreach	Site Improvements at new location	38,540	30,000	-
Colorado West Mental Health	Site Acquisition	200,000	50,000	-
GJHA - H.O.M.E.	Acquisition and Rehab of homes	45,000	25,000	-
Housing Resources of Western Colorado	New Roof for Office Building	45,000	any amount	-
City of Grand Junction	El Poso Storm Drain	299,800	299,800	-
	<b>TOTALS</b>	<b>1,138,585</b>	<b>829,200</b>	<b>417,000</b>

NOTE: The Council Subcommittee requested staff to contact St Mary's Foundation and ask them to recommend their preferred funding level using the total \$15,050 (recommended funding) for their three programs (Gray Gourmet, Foster Grandparents, and Senior Companions). St Mary's Foundation is recommending dividing the allocation equally among the three programs.

## **DESCRIPTION OF REQUESTED CDBG PROJECTS**

### **City of Grand Junction 2003 Program Year**

#### **1. City of Grand Junction Neighborhood Program Administration**

Recently Council has discussed and recommended that the City set aside its 20% administration dollars from the CDBG 2003 Program Year to spend on a proposed neighborhood based CDBG program. City Council's Strategic Plan identifies "Vital Neighborhoods" as one of six Solutions with a specific objective of identifying potential funding sources, including CDBG funds for this. Last year the City allocated \$50,000 for administration of the CDBG 2002 Program Year of which enough is left over from that allocation to continue administration of the CDBG program through the 2003 Program year. Those dollars pay for the annual costs to administer the CDBG program. HUD guidelines allow up to 20% for Administration.

**Funds being requested are \$83,400**

#### **2. Western Colorado Business Development Corporation DBA The Business Incubator Center (BIC)**

The BIC is requesting funds to conduct a "Women and Minority-Owned Business Needs Assessment". This study would determine if women and minority-owned businesses are underserved in Mesa County; if these markets have needs that are not addressed by existing programs; if these effective programs can be developed to address unmet needs revealed by the study; and if other communities that have existing programs could be modeled.

**Funds being requested are \$27,000**

**BUDGET NOTE:** Proposed projects 1 and 2 are eligible for CDBG funding under Administration and Planning and HUD allows the City to spend up to 20% of its total CDBG funds within these categories. For 2003, the City can spend up to \$83,400.

#### **3. Center for Independence – Equipment (new 14-passenger van) – Funds to be used to purchase a new 14 seat (4 wheel chair accessible) van to transport clients.**

The van will be used to transport clients (people with disabilities) to various types of activities including trainings, conferences, community and government events, volunteer opportunities, assistive technology services, employment counseling and training, housing transition services and recreational activities. Total cost of the van is \$42,755 with grants totaling \$16,000 already received from GJ Lions and Redlands Lions Clubs.

**Funds being requested are \$26,755**

Minimum requested \$ any

amount

#### **4. Western Region Alternative to Placement (WRAP) – Matching fund dollars for State funding - Funds will provide client services with support services to avoid out**

of home placement for youth, maintain youth at the lowest level of care and to support family unification. This program secures stable, affordable housing for families at risk. Last year the City funded WRAP with a \$10,000 CDBG grant which matched State funding dollar for dollar. This year there is no state funding.

**Funds being requested are**

**\$10,000**

Minimum requested \$ any

amount

- 5. The Treehouse** – The Treehouse is requesting funds for a new Tree House Teen Bistro (\$48,000) for high school aged youth and funding for an Americorp volunteer (\$2,000) to help children with homework along with funding for a portion of the Executive Director’s salary (\$10,000). Funds for the Teen Bistro will be used for Coffee Shop Equipment, Interior Decorations and Stage Equipment. The City Council Subcommittee is recommending that funding only be spent on the Americorp volunteer and the Bistro project.

**Funds being requested are \$60,000**

Minimum requested \$50,000

- 6. St. Mary’s Foundation – Gray Gourmet Meals for Elderly Program** – Funds to be used to purchase food only. The purpose of this project is to meet the nutritional needs of a growing elderly population. Purchased food will be delivered by volunteers five days per week to low and moderate income, frail elderly who live in the Grand Junction City limits.

**Total funds requested are**

**\$8,090**

Minimum requested \$ any amount

- 7. St. Mary’s Foundation – Foster Grandparent Program** – Funds requested to be used for mileage reimbursement for program volunteers (\$8,000) and secretary salary costs for administrative costs to track mileage and for accountability to CDBG (\$2,000). Income eligible Foster Grandparents will have the opportunity to help children while receiving a small monthly stipend for their services. The City Council Subcommittee is recommending that funding only be spent on transportation costs.

**Total funds requested are**

**\$10,000**

Minimum requested \$ 7,000

- 8. St. Mary’s Foundation – Senior Companion Program** – Funds requested to be used for a project coordinator salary (\$3,320) and mileage reimbursement for 12 low income senior volunteers (\$6,680). The Senior Companion Program is in its 13<sup>th</sup> year of service to the community. CDBG funds will help them serve an increase

number of the frail elderly senior citizens. Because their clients are isolated, frail and unable to use local transit, Senior Companions fill a unique niche in serving those elderly who need assistance. The City Council Subcommittee is recommending that funding only be spent on transportation costs.

**Funds being requested are**

**\$10,000**

Minimum requested \$ 7,000

**9. Grand Valley Catholic Outreach – Relocation and Renovation of Catholic Outreach** – CDBG Funds will only be used to purchase the following supplies/equipment for their project renovating a warehouse at 245 South First Street.

- Irrigation pipes/systems/plant materials \$18,000
- Fill dirt to provide handicapped access to building \$ 8,000
- Fencing to surround property for safety measures \$ 5,040
- Median Planter adjacent to Hwy 6 & 50 \$ 7,500

**Funds requested are \$38,540**

Minimum requested

**\$30,000**

**BUDGET NOTE:** Proposed projects 3 through 9 are eligible for CDBG funding under “Public Services” and HUD allows the City to spend up to 15% of its total CDBG funds within this categories. For 2003, the City can spend up to \$62,550.

**10. Colorado West Mental Health – New Mental Health Center** – Funds to be used for a down payment to acquire a lot that will be used to construct a new mental health center which will house all Colorado West Mental Health services including outpatient therapy, group therapy, children and family services, and others.

**Funds being requested**

**are \$200,000**

Minimum requested

**\$50,000**

**11. Grand Junction Housing Authority – Home Ownership Made Economical (H.O.M.E.)** GJHA wants to begin a new home ownership program for those low-income families that are currently turned down for home ownership due to poor credit history and/or income to debt ratios. In this new program, low income families would enter the program for up to 2 years where they would receive intensive counseling and lease their new home under a lease to purchase option. While in the program they will be able to clean up their credit, improve their overall credit rating and earn down-payment assistance, then purchase a home in their affordability range. Once the program is fully funded, it will be able to “self-

perpetuate” itself on an on-going basis from the sale proceeds of each home sold. Homes will be sold as each family graduates from the program and other homes will be purchased to replace those sold.

**Funds requested are \$45,000**

Minimum requested

\$25,000

**12. Housing Resources of Western Colorado (formerly the Energy Office) – Plaza Del Sol Office Building** - Funds to be used to install a new metal roof on the Plaza del Sol Office Building located at 524 30 Road. Currently the existing tile roof has several leaks. This will be the new office location for Housing Resources. They have been located downtown.

**Funds requested are \$45,000**

Minimum requested \$any

amount

**13. Grand Junction Housing Authority – Linden Avenue Affordable Housing Development** – Funds to be used for infrastructure improvements for an affordable 90 unit housing development on GJ Housing Authority’s property at 276 Linden Avenue. The Grand Junction Housing Authority purchased this approximately 7.5 acre parcel of vacant land, zoned RMF-16 for development of affordable housing units serving households earning 60% or less of the area median income.

**Total funds requested**

**are \$41,720**

Minimum requested

\$40,320

**14. City of Grand Junction – El Poso Storm Drain Capital Improvements** – Funds will be used to extend the El Poso storm drain from its current terminus at Crosby Avenue to the Colorado River. The El Poso storm drainage collection system was constructed in 1994 with CDBG Small Cities Entitlement Funds. Due to insufficient funding at that time the storm drain was ended at Crosby Avenue where it discharges into the street. This improvement will provide the needed pipe capacity to convey storm water from the El Poso neighborhood and prevent flooding of Crosby Avenue during rainstorms of medium to high intensity.

**Funds requested are \$299,800**

<b>GRAND TOTAL REQUESTED</b>	<b>\$1,507,994</b>
<b>GRAND TOTAL REQUESTED</b>	

**2003 CDBG FUNDS TO BE RECEIVED                      \$417,000**

**Remainder of 2003 CDBG Program Year Schedule**

- May 21, 2003                      **PUBLIC HEARING BEFORE CITY COUNCIL**  
- City Council reviews Council Committee recommendations and makes decision on which projects to fund for 2003 program year budget as part of 2003 Action plan.
- June 10, 2003                      **PUBLIC REVIEW PERIOD FOR THE 2003 ANNUAL**  
to                                              **PLAN (30 day review period required.)**  
July 10, 2003
- June 16, 2003                      **PUBLIC HEARING BEFORE CITY COUNCIL** - final acceptance of  
2003 Action Plan. City Council reviews the 2003 Action Plan,  
an update to the Consolidated Plan. The Plan includes the  
2003 CDBG budget approved by City Council on May 21,2003.
- July 11, 2003                      **SUBMIT 2003 ANNUAL CONSOLIDATED PLAN TO**  
HUD (45 day review required.)
- September 2003                      **RECEIVE HUD APPROVAL**  
Begin contracts with subrecipients and complete environmental  
review records for each funded project. Begin the 2003  
Program Year.

**Attachments:**

1. Grand Junction's use of CDBG Funds 1996-2002
2. Summary spreadsheet of requested 2003 CDBG projects



## **GRAND JUNCTION'S USE OF CDBG FUNDS 1996 – 2002**

### **Non-Housing Community Development Infrastructure (City) Projects**

- South Avenue Reconstruction - 5th to 7th Street \$330,000
  - Elm Avenue - 15th St to 28 Rd \$151,855
  - Riverside Neighborhood Drainage Project \$400,000
  - Bass Street Drainage Improvement Project \$231,000
- TOTAL = \$1,112,855 or 32.8%**

### **Affordable Housing Projects**

- Habitat for Humanity \$119,000
  - GJHA Lincoln Apartments \$330,000
  - Mesa Developmental Services Group Homes \$240,000
  - Energy Office Linden Building Rehab (12 units) \$55,000
  - Energy Office Garden Village Apts. (91 units) \$200,000
  - GJHA Predevelopment design of Affordable Housing project \$41,720
- TOTAL = \$ 985,720 or 29.1%**

### **Homeless Projects**

- Homeless Day Center \$203,131
  - Salvation Army Hope House Shelter (transitional housing) \$50,000
  - GJHA Community Homeless Shelter \$205,000
  - Catholic Outreach Transitional Housing services \$10,000
  - Catholic Outreach Soup Kitchen \$50,000
  - Homeward Bound of the Grand Valley, Inc. \$10,000
- TOTAL = \$ 528,131 or 15.6%**

### **Special-Needs Population and Other Human Service Needs Projects**

- Marillac Clinic \$290,000
  - Colorado West Mental Health \$25,000
  - Headstart Classroom/Family Center \$104,000
  - Mesa Youth Services, Inc., Partners \$15,000
  - Western Region Alternative to Placement (WRAP) \$10,000
  - Western Slope Center for Children \$101,280
- TOTAL = \$ 545,280 or 16.1%**

### **CDBG Administration Costs**

**TOTAL = \$217,014 or 6.4%**

TOTAL 1996 – 2002 CDBG DOLLARS ALLOCATED = \$3,903,000

**Attach 11  
Public Hearing – Amending the Hospice Campus Located at 3090 & 3150  
North 12<sup>th</sup> Street**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Amending the Hospice Medical Campus Planned Development					
<b>Meeting Date</b>	May 21, 2003					
<b>Date Prepared</b>	May 9, 2003				<b>File #</b> PDR-2003-036	
<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>	Roy Blythe, Blythe Design
	<b>Workshop</b>	X		<b>Formal Agenda</b>		<b>Consent</b> X <b>Individual Consideration</b>

**Summary:** Second reading of the Ordinance to amend Ordinance 3391 for the Preliminary Development Plan for the Hospice Medical Campus to be located at 3090 & 3150 North 12th Street.

**Budget:** N/A

**Action Requested/Recommendation:** Second reading of the ordinance amending the Planned Development.

**Attachments:**

- Vicinity Map
- Aerial Photo
- Growth Plan Map
- Zoning Map
- Approved ODP
- Preliminary Plan
- Letter from the GJ Commission on Arts and Culture
- Letter from GVT
- Ordinance No. 3391
- New Ordinance

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

BACKGROUND INFORMATION				
Location:		3090 & 3150 North 12th Street		
Applicants:		Blythe Design for Primary Care Partners / Hospice & Palliative Care of Western Colo.		
Existing Land Use:		Two Single Family Homes		
Proposed Land Use:		Medical Office & Hospice Campus		
Surrounding Land Use:	North	Grand Valley Atrium Retirement Home		
	South	Single family residential		
	East	The Fountains - Assisted Living Center		
	West	Multi-family residential – Lakeside		
Existing Zoning:		Planned Development (PD)		
Proposed Zoning:		PD		
Surrounding Zoning:	North	RMF-24		
	South	RMF-8		
	East	PD & RMF-8		
	West	PD		
Growth Plan Designation:		Residential Medium High 12+ units per acre		
Zoning within density range?		X	Yes	No

**PROJECT DESCRIPTION:**

This is a request for approval to build a medical campus including medical offices/clinics, community services and group living on 12.23 acres, in a Planned Development Zone and amend Ordinance No. 3391, increasing the overall square footage of proposed office usage. In accordance with Ordinance No. 3391, "A revised zoning ordinance for this Planned Development shall be required, based on and at the time of, preliminary

plan approval. The preliminary plan shall include all elements shown on the ODP, committed to by the applicant in writing, or verbally at the November 20, 2001 Planning Commission hearing and all requirements in the Planning Commission motion at the same hearing.”

## ANALYSIS

### 1. Background

A Growth Plan Consistency Review and Rezone for the 12th Street Medical Plaza & Hospice Campus was approved on December 19, 2001, by the City Council. The project is located at 3090 & 3150 North 12th Street. The applicant requested a consistency review for a 100,570 square foot medical office and Hospice development at the site formerly referred to as the Miller Homestead Planned Development. Accompanying the application was a request to rezone the property to a new Planned Development zone and approve an Outline Development Plan (ODP).

At the time of the original hearing, the District Map of the Grand Valley Circulation Plan, in the area bounded by Bonito Avenue, F ½ Road, N. 12th Street and N. 15th Street, was revised to show a local loop road. The applicants have since revised their plans to show that the public looped road was not needed and the plan was amended to delete this road from the plan on April 7, 2003.

Ordinance No. 3391, which approved the Outline Development Plan for this Planned Development, included the following:

Lot	User	Use	Max. Square Feet	*Size in Acres
A	Primary Care Partners	Medical Offices	2,900	1.08
B	Primary Care Partners	Medical Offices	75,800	6.27
C	Hospice	Offices	21,800	3.14
	Hospice	Care Facility	14,400	
	Total		114,900	10.49

\* Lot size is approximate / proposed dedicated right-of-way made up the remainder of the 12.23 acre site.

The total square footage was 114,900 square feet, spread out into 3 lots and 4 single story buildings tied together with sidewalks and walkways.

The applicants have worked with City Staff and even held a design charette on the project in November, to address site planning concerns from the ODP

approval. The result is one larger medical building with a second floor. Hospice buildings which will be joined by walkways. The original site plan was more dispersed, while the proposed plan is much more compact allowing for more open space. During these working sessions, the applicants indicated the likelihood of future amendment requests to increase their total square footage. In order to address the total potential impacts of this property the applicants were asked to provide us the maximum square footage of what they thought they would need for now and the future. This application provides that information. This will be a phased project. All parking for now and the future has been accounted for.

Ordinance No. 3391 required that a revised zoning ordinance for this Planned Development be approved at the time of, preliminary plan approval. The revised Ordinance is attached. It is further requested that it be amended to allow for an additional 38,493 square feet of office space. This includes the total anticipated build out of this site including all future possible expansions along with the Hetland House. The Hetland House square footage was not included in Ordinance No. 3391. Staff is supportive of this increase due to the more compact design, placement of the buildings and continued mitigation of traffic impacts.

The Preliminary Development Plan for this Planned Development includes the following:

Lot	User	Use	Max. Square Feet	Size in Acres
1	Primary Care Partners	Medical Offices	78,719 (phase 1)	8.43
	Primary Care Partners	Medical Offices	24,000 (phase 2)	
2	Hospice – west bldg.	Offices	20,238	3.80
	Hospice – east bldg.	Care Facility	28,236	
	Hetland House (existing)	Conference and Office area	2,400	
	Total		153,593	12.23

The anticipated phasing of this project is that Primary Care Partners plan to complete their first phase building in 2004. Timing of future phases has not been determined. Hospice plans to proceed immediately to Final Development Plan stage and build their facilities as soon as their fundraising allows, probably within 2 to 3 years. The Inpatient building will be built first, which is the east building.

2. Consistency with the Growth Plan

Consistency with the Growth Plan was determined previously with a Growth Plan Consistency Review that took place in December of 2001. As noted before, this original Consistency Review was for a 100,520 square foot project (Ordinance 3391, which approved the ODP provided for 114,900 square feet). Staff and the Planning Commission determined that the proposal remains consistent with the Growth Plan by maintaining compatibility with the surrounding neighborhood through improved site design and architecture, while traffic impacts do increase, the Level of Service at nearby intersections remain the same.

3. Section 2.12.C.2 of the Zoning and Development Code

Requests for a Planned Development Preliminary Development Plan must demonstrate conformance with all of the following:

- a) The Outline Development Plan review criteria in Section 2.12.B of the Zoning and Development Code. The ODP was approved in December of 2001. The Major Street Plan was amended to remove the looped public street from this area on April 7, 2003.
- b) The applicable preliminary plat criteria in Section 2.8.B of the Zoning and Development Code have been met.
- c) The applicable site plan review criteria in Section 2.2.D.4 of the Zoning and Development Code will be addressed when the final application is provided.
- d) The ODP was approved in December of 2001, and the only change is the additional square footage.
- e) The appropriate, specific density for all areas included in the preliminary plan approval have been proposed for change in the required amended Ordinance, former Ordinance No. 3391.
- f) The area of the plan is at least five (5) acres in size or as specified in an applicable approved ODP.

4. Chapter 5 of the Zoning and Development Code

A. The granting of a Planned Development zone is contingent on the provisions of substantial community benefits above and beyond those required by the Code. The project was found to exceed Code requirements at the time the property was initially zoned PD and continues to meet these requirements as follows:

- 1. More effective infrastructure: While most consideration of infrastructure relates to physical infrastructure (water, sewer, roads) this project addresses the

social infrastructure by providing comprehensive healthcare and community services closer to the populated north section of town. Consolidating dispersed medical services into one location. Constructing the only inpatient hospice facility in Western Colorado.

2. Reduce Traffic Demands: The applicants feel that they will not be generating the same peak hour traffic demand that was associated with the Miller Homestead project, by lessening after 5:00 PM traffic. Providing neighborhood accessibility to the site through pedestrian connections.

3. Greater Quantity or Quality of Open Space: Providing extensive landscaping of the site; outdoor art displays in cooperation with the Art Commission, (see attached letter); picnic areas along the east and south property lines; a labyrinth; 2 ponds, one with a fountain and bus stops at the Hospice site and the Medical site; Under grounding the drainage ditch to reduce weed growth and eliminate potential hazards.

4. Other Recreational Amenities: Providing a bike path next to piped ditch and across adjacent properties to tie to 15th Street. Constructing small outdoor and indoor play areas and picnic areas for employees and children.

5. Needed Housing Types or Mix: 24 inpatient beds for Hospice.

6. Innovative Designs: The project will provide the only inpatient Hospice facility in Western Colorado. Designed with friendly, residential architecture and a home-like feel, this facility will be accessible to handicapped and the elderly, and will provide family friendly amenities for the visiting guests. The state-of-the-art design for a medical facility will include Internet access for education, preventive care and wellness programs. Providing Art on the Corner displays on the property will enhance the site as well as the surrounding neighborhood.

7. Resource, Habitat, and Natural Features Protection: Piping drainage ditch along south side to reduce salinity of surface runoff into Colorado River. Using every reasonable effort to preserve, move or replace important and significant natural features on property. Preserving character of historical Hetland home on property.

B. A Planned Development zone district requires the identification of an underlying default zone which establishes the development standards for any proposed development. Deviations from the default zone can be approved based on the provisions of community benefits as discussed above. The default zone of B-1 was established during the original zoning. The proposed deviations from the B-1 standards are as follows:



1. Uses allowed include medical offices and typical accessory uses such as a pharmacy, medical supplies and equipment, health food store and day care, and professional offices and a nursing home for Hospice.
2. The site is not located on the intersection of an arterial or collector street with another arterial or collector.
3. The site is located closer than eight-tenths of a mile from another business or commercial zone district.

#### FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Hospice Medical Campus application, PDR-2003-036 for a Planned Development, Preliminary Development Plan, staff makes the following findings of fact and conclusions:

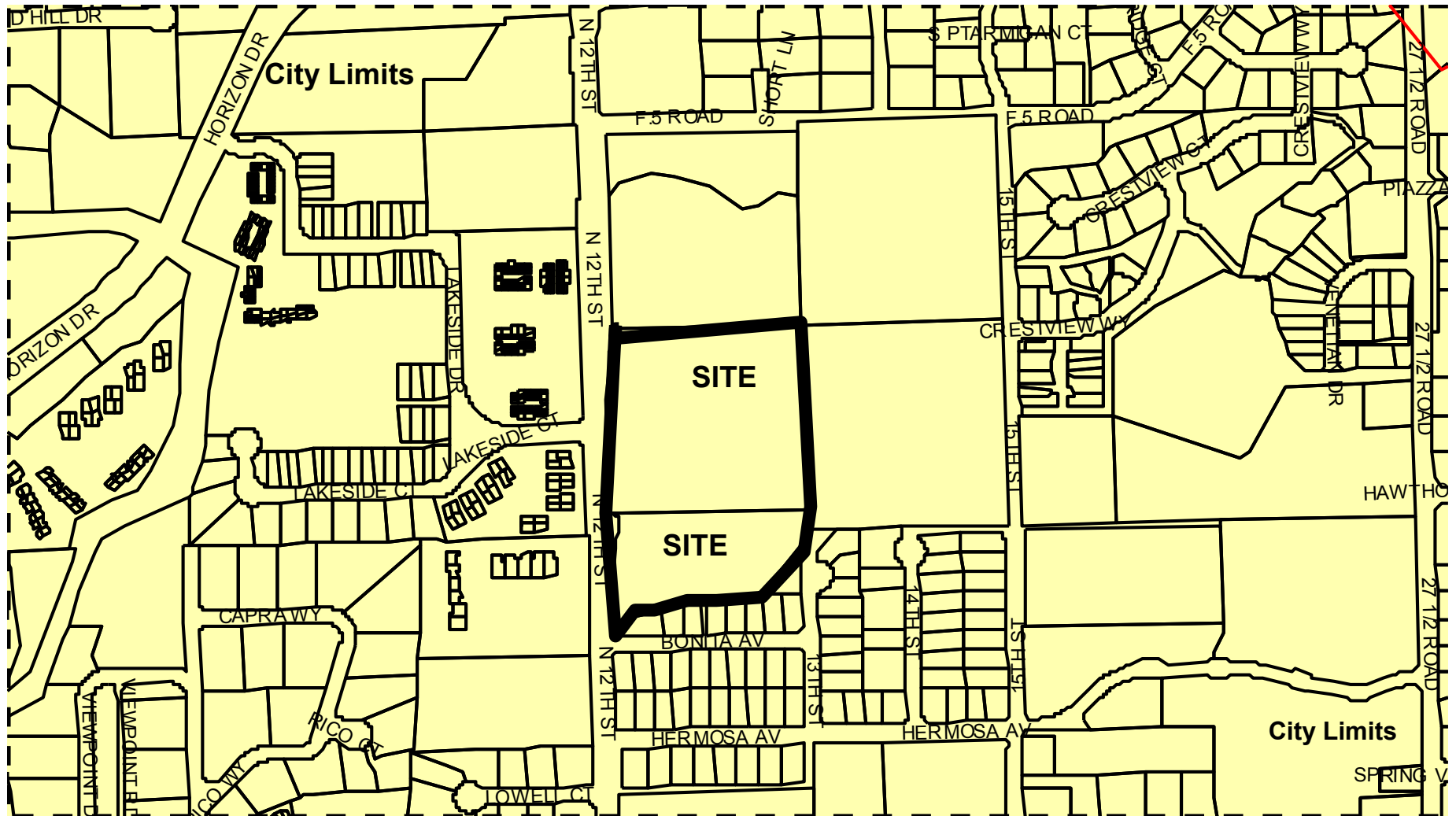
1. The requested amendment to Ordinance No. 3391, Planned Development, Preliminary Development Plan is consistent with the Growth Plan.
2. The review criteria in Section 2.12.C.2 of the Zoning and Development Code, Preliminary Development Plan, have been met.
3. The review criteria in Section 2.8.B of the Zoning and Development Code, Subdivisions, have been met.
4. The review criteria in Section 2.2.D.4 of the Zoning and Development Code, Major Site Plan Review, will be met at the final submittal.
5. The requirements of Chapter 5, of the Zoning and Development Code, Planned Development, have been met.
6. The project remains compatible with the surrounding neighborhood with a square footage increase of 38,693 due to better site design and architecture.

#### PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, at their regularly scheduled meeting of April 22, 2003, recommended approval to the City Council on item number PDR-2003-036, finding that the conclusions listed above and presented at the Public Hearing are consistent with the Zoning and Development Code, the Growth Plan and the amended Ordinance for the Preliminary Plan.

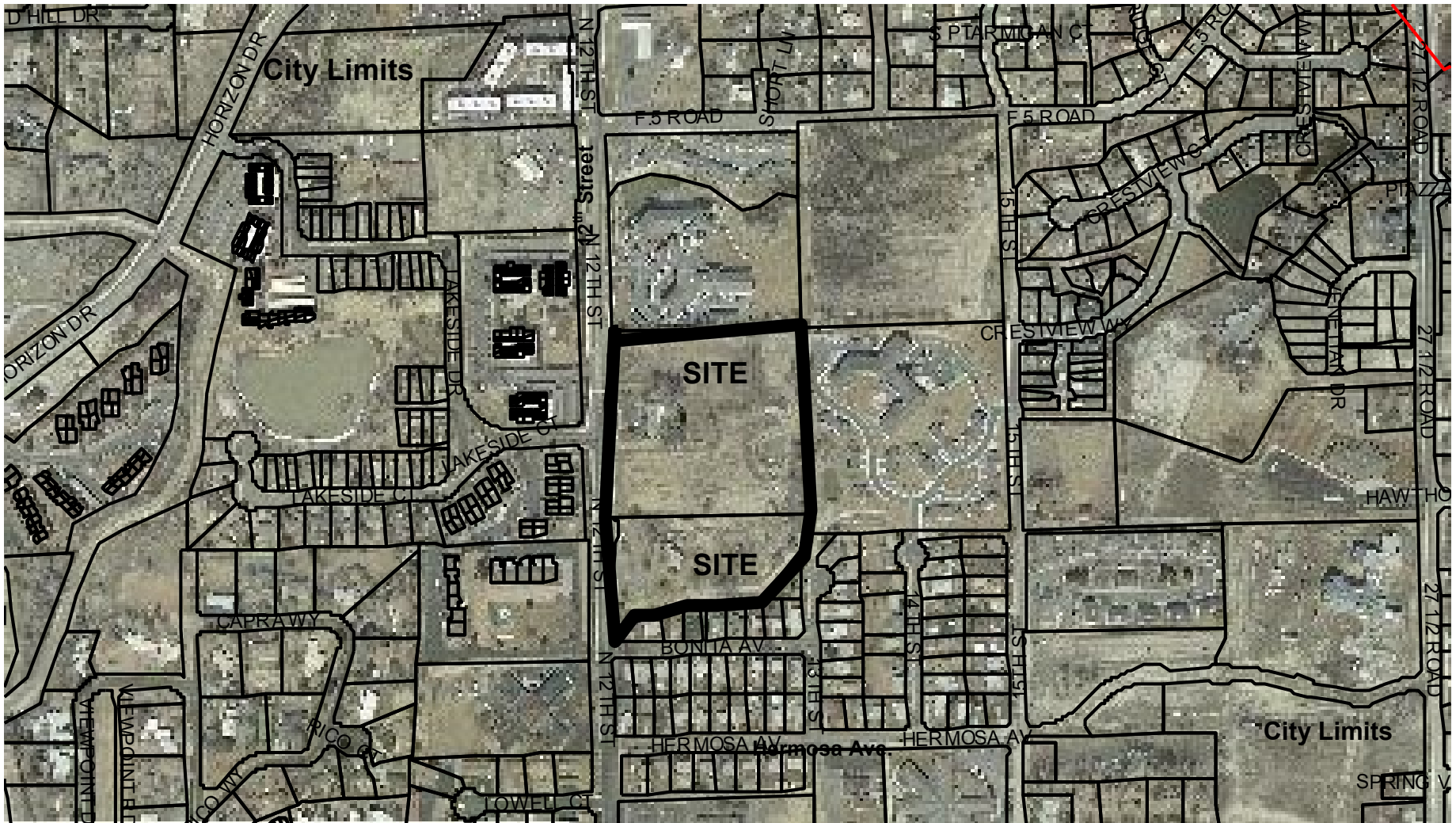
# Site Location Map

Figure 1



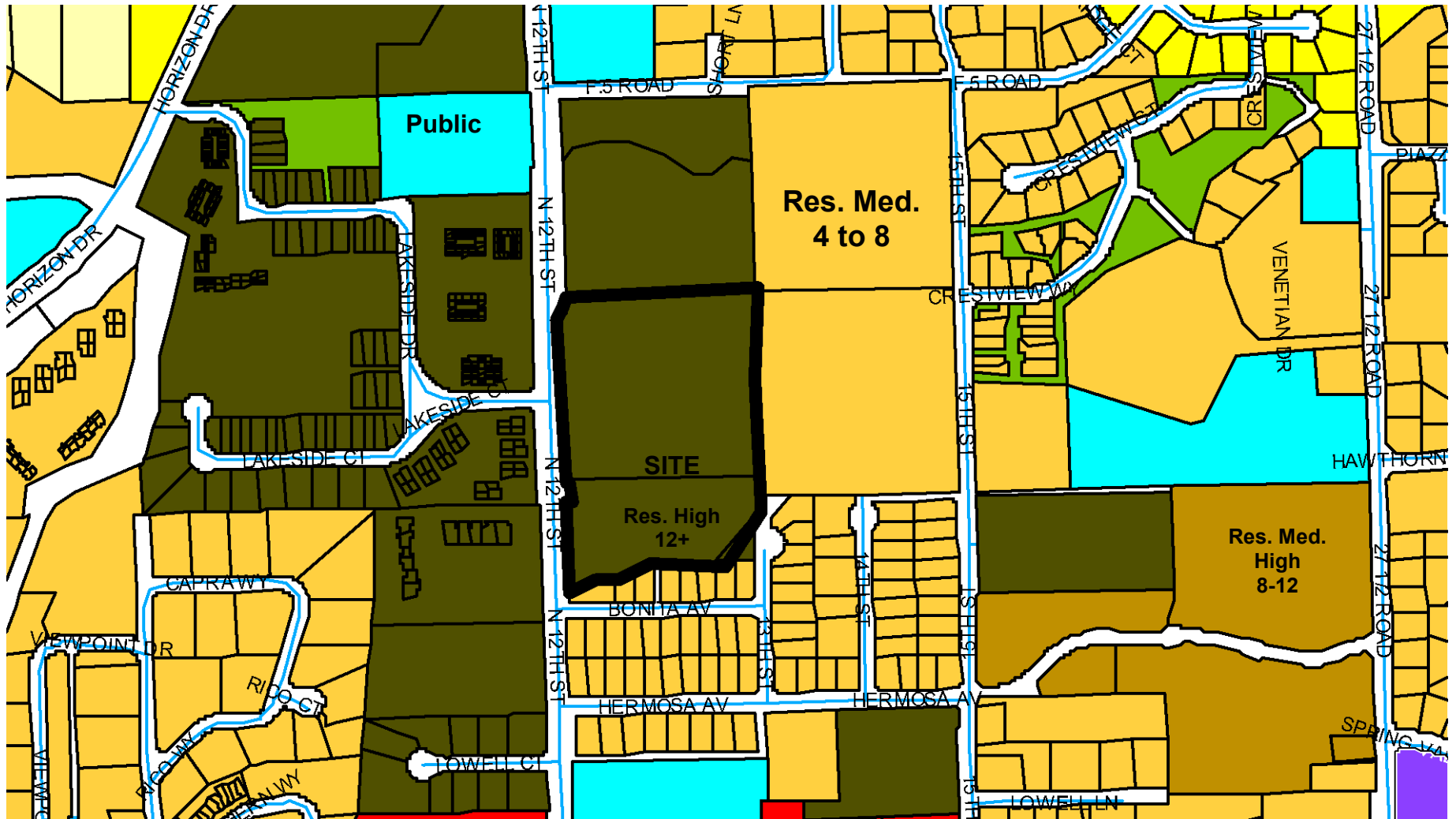
# Aerial Photo Map

Figure 2

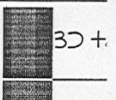


# Future Land Use Map

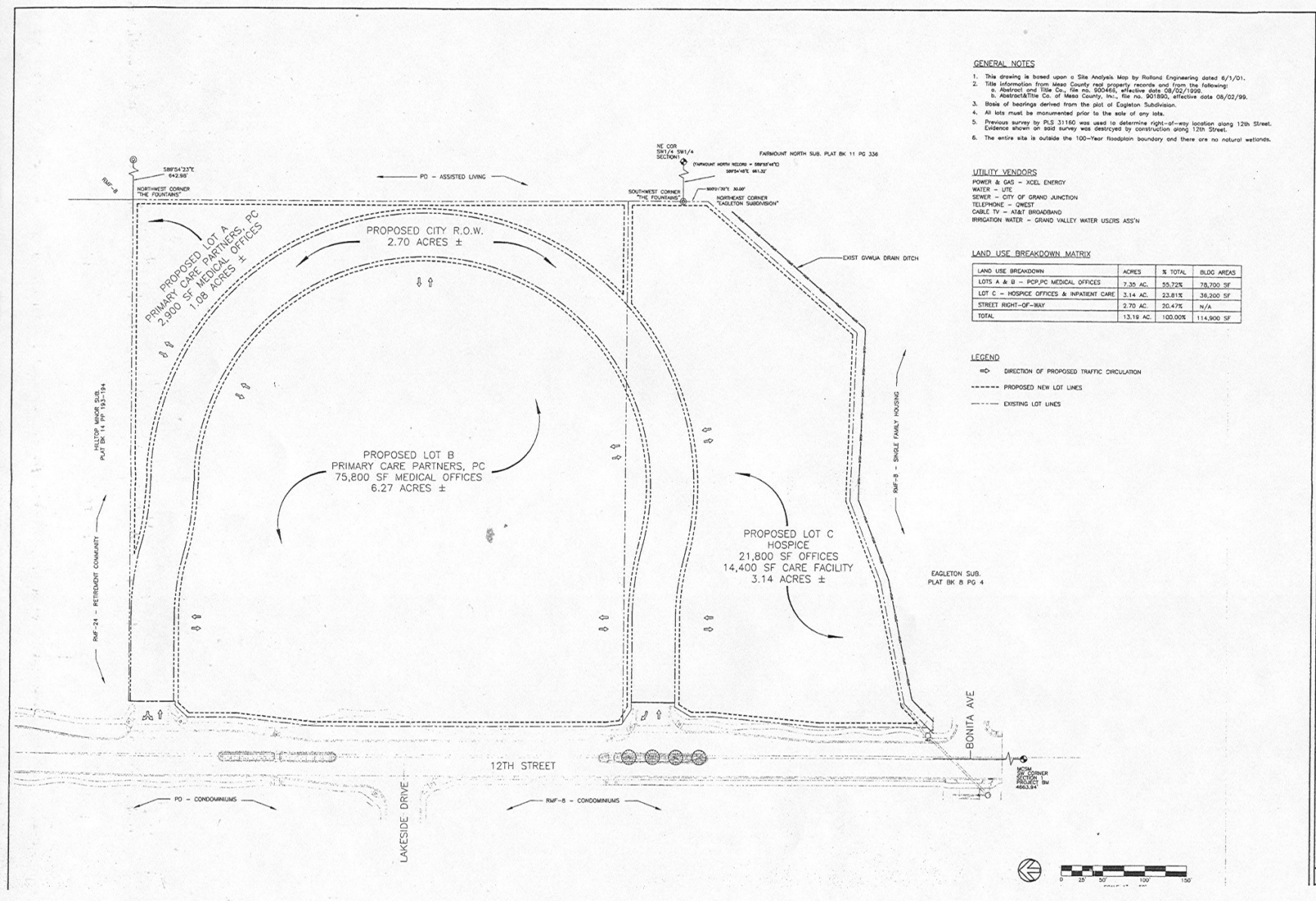
Figure 3







Blythe Design + Co.  
 618 Rood Avenue  
 Grand Junction, CO 81501  
 Ph: (970)242-1036  
 Fax: (970)242-2266  
 office@blythedesign.com



**GENERAL NOTES**

- This drawing is based upon a Site Analysis Map by Rolland Engineering dated 6/1/01.
- Title information from Mesa County real property records and from the following:  
 a. Abstract and Title Co., file no. 304627, effective date 08/02/1996.  
 b. Abstract & Title Co. of Mesa County, Inc., file no. 901800, effective date 08/02/99.
- Books of hearings derived from the plot of Egleston Subdivision.
- All lots must be monumented prior to the sale of any lots.
- Previous survey by PLS 31160 was used to determine right-of-way location along 12th Street. Evidence shown on said survey was destroyed by construction along 12th Street.
- The entire site is outside the 100-Year floodplain boundary and there are no natural wetlands.

**UTILITY VENDORS**

- POWER & GAS - XCEL ENERGY
- WATER - LITE
- SEWER - CITY OF GRAND JUNCTION
- TELEPHONE - QWEST
- CABLE TV - AT&T BROADBAND
- IRRIGATION WATER - GRAND VALLEY WATER USERS ASS'N

**LAND USE BREAKDOWN MATRIX**

LAND USE BREAKDOWN:	ACRES	% TOTAL	BLDG AREAS
LOTS A & B - PC/PC MEDICAL OFFICES	7.39 AC.	39.22%	78,200 SF
LOT C - HOSPICE OFFICES & INPATIENT CARE	3.14 AC.	23.81%	38,200 SF
STREET RIGHT-OF-WAY	2.70 AC.	20.47%	N/A
TOTAL	13.18 AC.	100.00%	116,900 SF

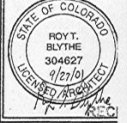
**LEGEND**

- DIRECTION OF PROPOSED TRAFFIC CIRCULATION
- PROPOSED NEW LOT LINES
- EXISTING LOT LINES

HOSPICE CAMPUS AND  
 PRIMARY CARE PARTNER  
 MEDICAL SERVICES  
 3090 & 3150 N 12TH ST  
 GRAND JUNCTION  
 COLORADO

ODP  
 DRAWING

NOT FOR CONSTRUCTION



REVISIONS: [Blank] DATE: [Blank]  
 COMMUNITY DEVELOPMENT

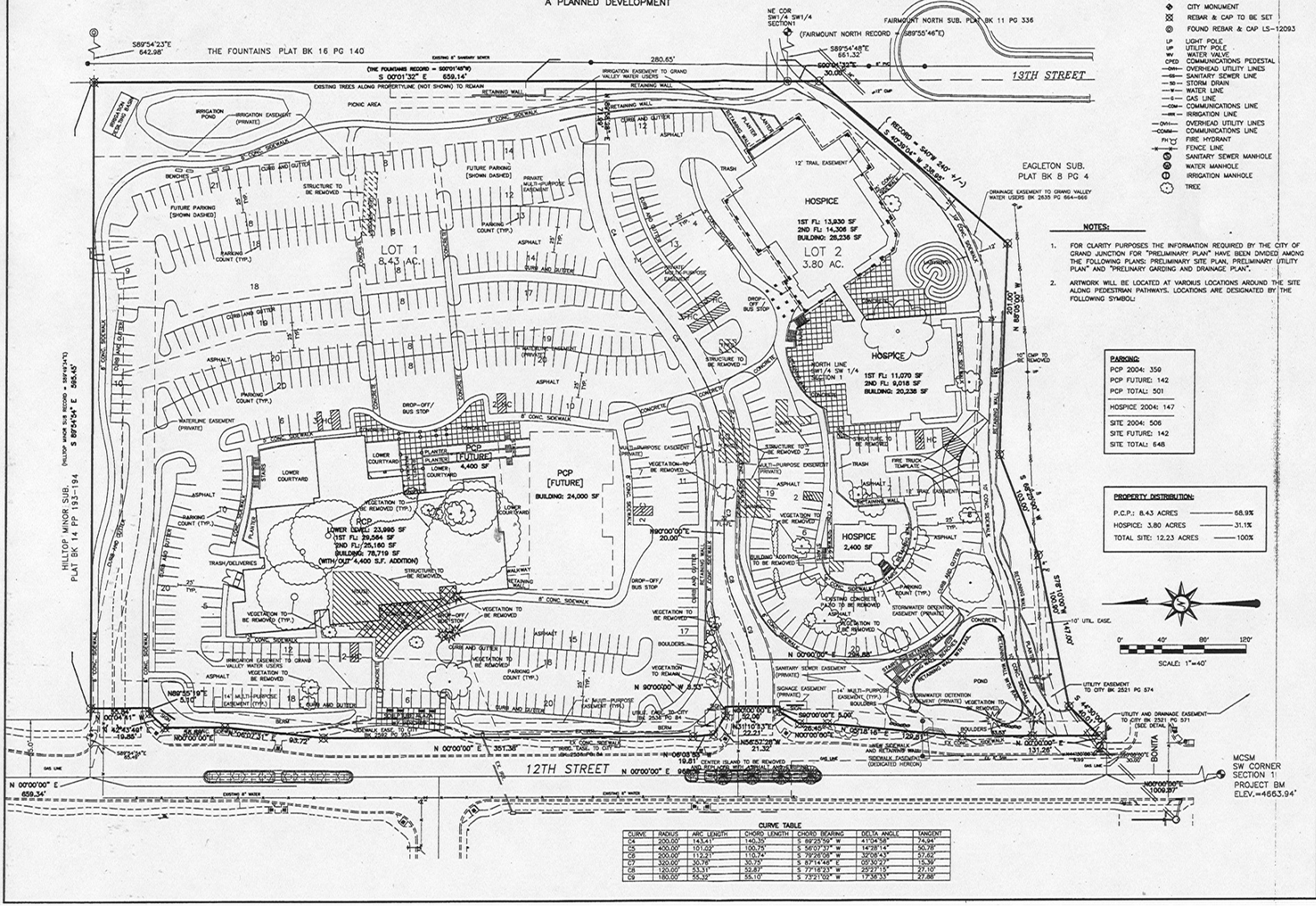
RECEIVED

SEP - 7 - 2001  
 COMMUNITY DEVELOPMENT

Date: 9/27/01

# PRIMARY CARE PARTNERS' SERVICES / HOSPICE CAMPUS

A PLANNED DEVELOPMENT



- LEGEND**
- ◆ MESA COUNTY SURVEY MARKER
  - CITY MONUMENT
  - ⊗ REPAIR & CAP TO BE SET
  - ⊗ FOUND REBAR & CAP LS-12093
  - LP LIGHT POLE
  - UP UTILITY POLE
  - WV WATER VALVE
  - CPD COMMUNICATIONS PEDESTAL
  - OH— OVERHEAD UTILITY LINES
  - S— SANITARY SEWER LINE
  - S— STORM DRAIN
  - W— WATER LINE
  - G— GAS LINE
  - C— COMMUNICATIONS LINE
  - IR— IRRIGATION LINE
  - OH— OVERHEAD UTILITY LINES
  - C— COMMUNICATIONS LINE
  - PH FIRE HYDRANT
  - F— FENCE LINE
  - ⊙ SANITARY SEWER MANHOLE
  - ⊙ WATER MANHOLE
  - ⊙ IRRIGATION MANHOLE
  - TREE

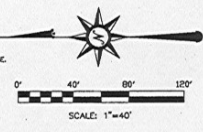
- NOTES:**
- FOR CLARITY PURPOSES THE INFORMATION REQUIRED BY THE CITY OF GRAND JUNCTION FOR "PRELIMINARY PLAN" HAVE BEEN DIVIDED AMONG THE FOLLOWING PLANS: PRELIMINARY SITE PLAN, PRELIMINARY UTILITY PLAN AND "PRELIMINARY GRADING AND DRAINAGE PLAN".
  - ARTWORK WILL BE LOCATED AT VARIOUS LOCATIONS AROUND THE SITE ALONG PEDESTRIAN PATHWAYS. LOCATIONS ARE DESIGNATED BY THE FOLLOWING SYMBOL:

**PARKING**

PCP 2004:	356
PCP FUTURE:	142
PCP TOTAL:	501
HOSPICE 2004:	147
SITE 2004:	506
SITE FUTURE:	142
SITE TOTAL:	648

**PROPERTY DISTRIBUTION:**

P.C.P.: 8.43 ACRES	58.9%
HOSPICE: 3.80 ACRES	31.1%
TOTAL SITE: 12.23 ACRES	100%



**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	200.00	14.81	140.39	S 69°20'00" W	41°00'00"	74.19
C2	400.00	101.02	120.79	S 56°07'39" W	14°28'14"	50.78
C3	200.00	112.21	110.74	S 79°20'00" W	20°00'00"	57.62
C4	300.00	20.78	30.75	S 8°14'28" E	09°00'00"	15.36
C5	120.00	53.31	52.87	S 77°18'23" W	29°27'13"	27.10
C6	180.00	55.39	55.10	S 75°21'09" W	19°30'13"	27.80

Blythe Design + Co.  
616 Rood Avenue  
Grand Junction, CO 81601  
Ph: (970)242-1058  
Fax: (970)242-2208  
office@blythedesign.com

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PRIMARY CARE PARTNERS' / HOSPICE & PALLIATIVE CARE OF WESTERN COLORADO

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GRAND JUNCTION COLORADO

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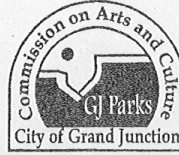
PRELIMINARY SITE PLAN

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REVISIONS: \_\_\_\_\_ DATE: \_\_\_\_\_  
PARKING LINES: 4/4/03

---

Rev: 02/21/03  
Scale: 1" = 40'  
Drawn: ESS  
Sheet: C1



Grand Junction Commission  
on Arts and Culture  
1340 Gunnison Avenue  
Grand Junction, CO 81501  
Telephone: (970) 254-3865  
Fax: (970) 242-1637

January 24, 2003

Grand Junction Community Development Dept.  
City Hall  
250 N. 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

Dear Community Development,

The Commission on Arts and Culture would like to take this opportunity to lend our support to the concept of rotating and permanent outdoor art installations in conjunction with the development being submitted to you by Hospice & Palliative Care of Western Colorado and Primary Care Partners. This idea is an excellent realization of exactly the type of public art projects recommended in the recently adopted update of the *Grand Junction Strategic Cultural Plan*. As noted in the strategic plan, and in subsequent communications with your department, the Commission would like to encourage major developers in Grand Junction to "include art as a value-added element to major building and construction projects." Art adds greatly to the uniqueness and identity of the community and enriches our quality of life in so many ways.

Thank you for considering public art as part of this project. The Commission would be happy to work with the developers as a resource to help initiate a rotating or permanent sculpture display, and we have information and expertise we can share about how to accomplish this idea. This could be a great extension of the "Art on the Corner" concept and might give area and regional artists yet another opportunity to exhibit and sell their artwork.

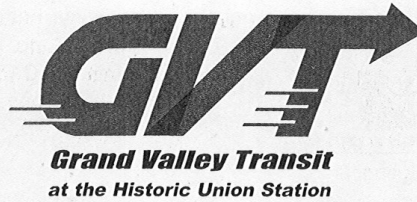
Regards,

Bill Whaley, Chair  
GJ Commission on Arts and Culture

cc: Christy Whitney, CEO  
Hospice and Palliative Care of Western Colorado

Larry Jokerst  
Primary Care Partners





April 14, 2003

Lawrence Jokerst  
Primary Care Partners  
Grand Junction, CO 8501

Dear Mr. Jokerst:

This letter is in reference to your inquiry concerning the placement of bus stops at the planned Primary Care Partners Medical Services Complex in the 3000 Block of North 12<sup>th</sup> Street.

Though there is currently no bus service on that particular piece of North 12<sup>th</sup> street, it is highly likely that bus service will be available in the near future as the transit system expands. Several complexes in the area are transit trip generators and expansion to service in that area is inevitable. Grand Valley Transit wholeheartedly supports the placement of bus stops at this facility and commends your architect, Blythe Design and Company, for including bus pull-ins in the design of the facility. I believe that with the continued success of the transit system, we will see more facilities constructed in this manner.

Thank you for your advance interest in planning necessary and functional facilities for the people of Mesa County. Should you have questions, I can be reached at (970) 245-6466 during business hours.

Sincerely,

Ralph W. Power  
Executive Director/CEO

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. 3391**

**ZONING TWO PARCELS LOCATED AT 3090 AND 3150 NORTH 12<sup>TH</sup> STREET FROM PD (FOR MILLER HOMESTEAD) TO PD FOR THE 12<sup>TH</sup> STREET MEDICAL PLAZA AND HOSPICE CARE PLANNED DEVELOPMENT**

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 the Planned Development zone.

After public notice and public hearing before the Grand Junction City Council, City Council approves the PD zone district with the following findings:

- This zone district meets the criteria of Chapter 5 of the Zoning and Development Code regarding Planned Developments by providing substantial community benefits and amenities in excess of what would otherwise be required by the Code.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.
- The zoning is consistent with the Growth Plan.

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

**The following property shall be zoned Planned Development (PD) zone district with a default zone of B-1, with exceptions as follows:**

1. Uses allowed include medical offices and typical ancillary uses such as a pharmacy, medical supplies and equipment, health food store and day care, and professional offices and a nursing home for Hospice.
2. The site is not located on the intersection of an arterial or collector street with another arterial or collector.
3. The site is located closer than eight-tenths of a mile from another business or commercial zone district.

The Outline Development Plan for this Planned Development includes the following:

Lot	User	Use	Max. Square Feet	*Size in Acres
A	Primary Care Partners	Medical Offices	2,900	1.08
B	Primary Care Partners	Medical Offices	75,800	6.27
C	Hospice	Offices	21,800	3.14
	Hospice	Care Facility	14,400	

\* Lot size is approximate.

A revised zoning ordinance for this Planned Development shall be required, based on and at the time of, preliminary plan approval. The preliminary plan shall include all elements shown on the ODP, committed to by the applicant in writing, or verbally at the November 20, 2001 Planning Commission hearing and all requirements in the Planning Commission motion at the same hearing.

Includes the following tax parcels: 2945-013-00-008 and 2945-013-00-010.

Parcel 1: The north 9 acres of the SW ½, W ½, NW¼, SW¼ Section 1 T.1S., R1.W, Ute Meridian excepting therefrom right-of-way described in book 2536, pages 90 and 93 and book 2592, page 947.

Parcel 2: Lots 53, 54, 55 and 56, Block 15 and the W½ of vacated road between Blocks 15 and 16 and the road adjoining Block 15 on the North thereof; AND beginning at the NW cor Lot 54, thence N 30'; thence W 10', thence S to a pt 10' W of SW cor Lot 53, thence E 10' thence N to pob; All in Fairmont Subdivision; And the S 1 acre of the W ½ NW ¼ SW ¼ Section 1 T.1.S, R.1W Ute Meridian; exception therefrom the following: Beg at a pt 30' E and 30' N of SW cor of NW ¼, SW¼, SW ¼ Sec 1, T.1.S, R.1.W, Ute Meridian; thence N 320' to drain ditch; thence N 44°30' E 50', thence N 78°10' E 147', thence N 68°25'E 103', thence S88°05' E 201', thence N40°E 240' to pt 30' E of NE cor Lot 55, Block 15, Fairmont Subdivision thence W 630' to pob, and excepting right-of-way described in Book 2521, page 567 and 569 and book 2592, page 950.

Introduced on first reading this 5<sup>th</sup> day of December, 2001.

PASSED and ADOPTED on second reading this 19<sup>th</sup> day of December, 2001.

Attest:

/s/: Stephanie Tuin  
City Clerk

/s/: Cindy Enos-Martinez  
President of the Council

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING TWO PARCELS LOCATED AT 3090 AND 3150 NORTH 12<sup>TH</sup> STREET FROM PD (FOR MILLER HOMESTEAD) TO PD FOR THE 12<sup>TH</sup> STREET MEDICAL PLAZA AND HOSPICE CARE PLANNED DEVELOPMENT**

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 the Planned Development zone and amends Ordinance No. 3391.

After public notice and public hearing before the Grand Junction City Council, City Council approves the PD zone district with the following findings:

- This zone district meets the criteria of Chapter 5 of the Zoning and Development Code regarding Planned Developments by providing substantial community benefits and amenities in excess of what would otherwise be required by the Code.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.
- The zoning is consistent with the Growth Plan.

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

**The following property shall be zoned Planned Development (PD) zone district with a default zone of B-1, with exceptions as follows:**

1. Uses allowed include medical offices and typical ancillary uses such as a pharmacy, medical supplies and equipment, health food store and day care, and professional offices and a nursing home for Hospice.
2. The site is not located on the intersection of an arterial or collector street with another arterial or collector.
3. The site is located closer than eight-tenths of a mile from another business or commercial zone district.

The Outline Development Plan for this Planned Development includes the following:

Lot	User	Use	Max. Square Feet	Size in A c r e s
1	Primary Care Partners	Medical Offices	78,719 (phase 1)	8.43
	Primary Care Partners	Medical Offices	24,000 (phase 2)	
2	Hospice – west bldg.	Offices	20,238	3.80
	Hospice – east bldg.	Care Facility	28,236	
	Hetland House (existing)	Conference and Office area	2,400	

Includes the following tax parcels: 2945-013-00-008 and 2945-013-00-010.

Parcel 1: The north 9 acres of the SW ½, W ½, NW¼, SW¼ Section 1 T.1S., R1.W, Ute Meridian excepting therefrom right-of-way described in book 2536, pages 90 and 93 and book 2592, page 947.

Parcel 2: Lots 53, 54, 55 and 56, Block 15 and the W½ of vacated road between Blocks 15 and 16 and the road adjoining Block 15 on the North thereof; AND beginning at the NW cor Lot 54, thence N 30'; thence W 10', thence S to a pt 10' W of SW cor Lot 53, thence E 10' thence N to pob; All in Fairmont Subdivision; And the S 1 acre of the W ½ NW ¼ SW ¼ Section 1 T.1.S, R.1W Ute Meridian; exception therefrom the following: Beg at a pt 30' E and 30' N of SW cor of NW ¼, SW¼, SW ¼ Sec 1, T.1.S, R.1.W, Ute Meridian; thence N 320' to drain ditch; thence N 44°30' E 50', thence N 78°10' E 147', thence N 68°25' E 103', thence S88°05' E 201', thence N40°E 240' to pt 30' E of NE cor Lot 55, Block 15, Fairmont Subdivision thence W 630' to pob, and excepting right-of-way described in Book 2521, page 567 and 569 and book 2592, page 950.

Introduced on first reading this 7<sup>th</sup> day of May, 2003.

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

Attest:

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

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

**Attach 12  
Watershed and Water Supply Protection District Ordinance**

# Memo

**To: City Council**

**From: City Staff**  
**Date: May 21, 2003**

**Re: Preliminary Staff Ideas about Suggested Changes**

---

Background: City staff have solicited suggestions and ideas on how to improve the draft Watershed Ordinance. What follows are City staff summaries of the citizens' comments. [In brackets are the City staff's initial thoughts and responses.]

Change 1. In Zone 3, rely on Clifton Water as the lead water agency, meeting all the standards of the Safe Drinking Water Act, and referencing the City's existing contract with Clifton, with the City as a "subsequent supplier." Clifton is also discussing how they can beef up their watershed monitoring effort in more frequent sampling of the River, GVIC, getting updated sewer discharge reports from Palisade/CHPHE, and notice from Mesa County as to proposed CUP applications.

[Agree. Either through our existing arrangements with Clifton water, or via an updated MOU, this should work well to protect the City's water supply, while reducing the paperwork and permitting required in the Zone 3 watershed.]

Change 2. Existing operations and uses at the landfill are exempt unless the use is expanded or changed substantially. The City, in cases of expansion or substantial change of the use, would rely on the existing State and Federal permit processes affecting landfills. The City could, under the ordinance, add stipulations or conditions. However, the County's Public Works Director agreed this action would be very unlikely given the oversight of the landfill permitting process.

[The City relies on the County's landfill as a vital public function, so it is in the City's interests to assist the County in maintaining a viable land fill operation. Nevertheless, the City must also protect its Zone 2 watershed from possible pollutants. The suggested solution can work, if properly structured so that the City is a part of the review process that the County goes through with the state and federal regulations.]

The idea would be that the County copies the City throughout any state or federal review process, so that the City can verify that the watershed is protected, by the City. Assuming that the state and federal standards are enforced, the City can simply acknowledge that the proposed landfill changes are “no impact” or “minor impact.” Thus, if the state and federal regulatory review “works,” the City would simply acknowledge same, and issue its permit as well. Other than the additional copies, and the City’s review (normally can be done in the same time frame as the state/federal permitting process), the land fill process would not change—unless there were risks to the City’s water that the state/federal regulations didn’t adequately address. In this case, the City could require additional work and review, and mitigation efforts.]

Change 3. Mr. Cohn indicated that the ordinance needed to be “tightened up” so that it was clear as to what the City authority was and to insure that the exemption sections tracked with the other sections that were inconsistent. Add “septic systems” of the domestic use definition and “maintenance of driveways” to the definition. Elsewhere, in the definition, “grading” mentions pioneering, cutting or clearing of roads greater than 25 feet. Driveway construction, and grading, are allowed in “domestic uses” but prohibited in Section 1.6. Ditto for “excavating.” All of the stuff allowed under domestic uses are prohibited in Section 1.6.

Change 4. Suggestions are to make all of this "track." One suggestion was to separate the ordinance in to separate, discreet, stand alone sections that deal with “Allowed Uses 1.6(b)” and “Unlawful Activities 1.6(a)” even if it meant repeating definitions, permits, applications, etc. that would be applicable to that Section.

[Good suggestions. Section 1.6 needs to be relabeled, and reorganized so that it is clear what activities must get a permit, which ones are exempt, and to integrate the two sections. In addition, we agree that driveway work, grading and similar activities should simply be part of the exempted “domestic use.”]

Change 5. **Activity in Progress** (Section 1.22) or Existing Activity. Unbury this section.

[Agreed. This will be moved to section 1.6, so that it can be readily found, and read in context with the other exemptions.]

Change 6. **Septic systems:** Use State regulations as to the permitting of septic systems and do not duplicate. Work something out with Mesa County Health Department so that a landowner application for an ISDS would constitute “notice” to the City Utility Manager, then meet with the parties to locate the appropriate place for future septic system.

[Agreed in concept. We think it would work if the City gets “notice” of a new or repaired septic system in the watershed by the landowner giving the City a copy of the septic



permit application when the landowner files with County Health. It still makes sense for the responsibility of giving notice to the City staying with the applicant, to avoid situations where changes in Health staff over time leads to situations where the City doesn't have sufficient input early on. Once the City is aware that a new or repaired septic application is in process, City staff can coordinate the review with County Health, which normally would be all that is involved. On-site visits to discuss alternative locations can be coordinated with the applicant, Health personnel, and City staff to minimize the paperwork and to complete the review process as soon as possible.]

**Change 7. Timber Harvesting:** There is no commercial timber on the private lands within Zone 1. Remove this reference, because it is not applicable.

[If adopted, an ordinance like this would be in place permanently. Even though there is no viable timber today, 40 years from now timbering could injure the watershed. Also, there is/may be viable timber on public lands. It would appear odd to keep "timbering on public lands" and omit "timbering on private lands."

Recommendation: leave this provision as is, even though there is no "commercial" timber on private lands at this point.

**Change 8. Removing Vegetation:** The City is a member of LEWMA (Lands End Weed Management Area) and a charter member. The LEWMA objectives are to remove noxious weeds and noxious trees (Russian Olive, Tamarisk) and to remove "fire fuels." The North Fork drainage is thick with trees and the City ought to work through the LEWMA to support the removal of vegetation for fire management and for noxious weeds and trees. Could LEWMA be recognized in Zone 1 as being the "lead group" in educating the public as to "herbicides and drinking water" and coordinating spraying with the City? Also maybe the City could provide chipper and dump truck if people cut their noxious trees and undergrowth.

[Agreed in concept. The City currently "has a seat at the table" when addressing these issues. The ordinance can say that so long as the City is a participant in LEWMA, or an equivalent/successor, and the BMPs are being followed, that LEWMA's permission would constitute a City permit. If the City disagreed with the LEWMA approval, or for other reasons, the City could send a notice to the affected activity to get more particular mitigation/review as needed in particular instances.]

**Change 9. Grading:** Does the City have design criteria that would help landowner? Also grading is allowed if part of a "domestic use" but also prohibited in other areas of ordinance. There are many of these inconsistencies that need to be examined.

[Grading will be included as part of the domestic use exemption, for driveways and house construction. We aren't aware of design criteria that could generate more "science."]

Change 10. **1.6 (c) Zones 2 and 3-“...drought, emergency, or other need to use water...:”** Why would Federal, State, and local authority be presumed to be not protective during these times, but okay at other times? This section is confusing in that development, outside of these times, would continue without City oversight, but immediately change during a drought or when the City “needs the water,” which could be any time, and then there are development controls. “Practically speaking, how this would be administered?” says Tom. Greg note: If Clifton is recognized in the ordinance as the “lead water provider” and is responsible for providing drinking water that meets the standards, this issue may be moot in Zone 3.

[Given the changes suggested to Zones 2 and 3, some of these concerns may be ameliorated. City staff suggests that the City needs, notwithstanding other regulatory reviews, to be able to enforce such reviews with the specific and singular focus of protecting City water. Inherently, reviews and regulations by other state, local or federal agencies will not have the single-focus protection of the City waters, hence the need for the City to require mitigation measures in the occasional situation.]

If we want good reclamation, we may need fertilizers, but the ordinance is inconsistent, because it is also a forbidden use. Use LEWMA to educate person in area as to herbicides and drinking water

[Agreed in concept, as noted above.]

Change 11. Cattle Grazing .Also “notice to Utility Manager” (Section 1.6 (b). What constitutes “notice?” What constitutes “risk of pollution?” Is this an objective determination? Or is it one of those “we’ll recognize it when we see it situations?” In the case of grazing, City is suggesting that “notice” would be a copy of the USFS or BLM annual authorization with their stipulations. Then contacting grazing permittee and USFS in the field if there were problems, such as cows in Carson Lake. The idea would be to use existing authorizations as the base documents so that the permittee does not have to duplicate.

[Agreed with the suggestions of the permittee giving “notice” by sending the City a copy of the federal permits. Notice is already defined to include a letter, an email, etc. “Risk of pollution” is inherently a difficult risk to quantify, because it can vary so widely based on the circumstances. The federal and state regulations are not much more specific, for the same reasons. We could add “reasonable” but this really doesn’t add that much specificity because it will still be so dependent on the particular situation.]

Change 12. Outfitting and Recreation. Put into “allowed uses” section. Ordinance should address outfitting and recreation. Understands that it is an “existing use” and is allowed. “Notice” to the City? USFS authorization. What about unlicensed outfitters,

which are not regulated by USFS or other users camping in basin. Would like more Forest Service attention in dealing with unlicensed outfitters.

[Agreed, that outfitters that are licensed/permitted by state and federal authorities can be added as allowed uses, with the caveat that the outfitter should give the City a copy of the state license/federal permit before entering the watershed, so that the City can make appropriate verification. Unlicensed outfitters are already prohibited by law, which can be enforced with or without this ordinance.]

Change 13. Soil disturbance. Argues that sedimentation on the North Fork, from summer storms, is significant from the exposed soils near the old CCC camp, so provisions in the first draft regarding land disturbance is an issue for him. That is the disturbance of ground paragraphs.

[Acknowledged that there are existing sources of sedimentation. The City does not have the power to fix all of those situations. Current soil disturbances should be reviewed, as is proposed. ]

Change 14. Weed spraying. Allowed in certain parts of the ordinance and not allowed in others. Make the ordinance consistent.

[We agree to make it more clear. Also see earlier comments regarding expanded definition of “domestic use” and integrated efforts with LEWMA.]

Change 15. Canals and Ditches. Put in a section as to canals and ditches as an “existing use” and allow for their maintenance and repair.

[Good suggestion.]

Change 16. Water Wells. What about water wells?

[We can easily add “water wells” to the list, for clarity. Existing state law requires a well permit from the State Engineer, so a system similar to others discussed above where the applicant gives the City a copy of the well application and information, could protect the City and reduce the expense and paperwork, especially for domestic wells. “Drilling” requires a City permit; this definition includes drilling of water wells.]

Change 17. Road maintenance for domestic uses.

[Agreed.]

Change 18. Performance Guarantee (page 16) Too vague. Limits on guarantee. Who sets the amount? What is the standard for setting the guarantee? Appeal to City Council?

[Upon re-review, the language seems adequately clear to staff. The Utility Manager sets the amount, based on the construction estimates available for the work that would be needed to protect the watershed, and mitigation. The City staff makes these estimates routinely with the review of new subdivisions, so that “system” is easily transferred to this permitting process. It would not be difficult to provide for appeal of such matters to the City Council; the current draft provides for the Utility Manager’s supervisor to do so. Providing for an appeal to the City Council has the advantage of a review by elected officials. The tradeoff is that scheduling for Council review will mean several week delay.]

Change 19. Insurance (Page 20) is also vague. Needs more definition, so that insurer knows what is being asked and can respond to an applicant.

[Clearly the language has to be clear enough to allow an agent to issue the policy, and provide a quote. We will add any suggestions/comments from the local agents so that the language is workable.]



**Attach 13**  
**Nomination to CML Executive Board**

May 22, 2003

CML Nominating Committee  
1144 Sherman Street  
Denver, CO. 80203

Dear Committee Members:

The City Council for the City of Grand Junction endorses the application of Jim Spehar, Councilmember and current President of the Council, for nomination to the Colorado Municipal League's Executive Board for the slate of nominees who are to be voted on by the membership at the 2003 CML Annual Business Meeting.

Sincerely,

Harry Butler, Mayor Pro Tem  
On Behalf of the Grand Junction City Council