

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

WEDNESDAY, OCTOBER 15, 2003, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation - Pastor Howard E. Hays, First Church of the
Nazarene

PROCLAMATIONS / RECOGNITIONS

PROCLAIMING NOVEMBER 2003 AS "HOSPICE MONTH"

SCHEDULED CITIZEN COMMENTS

*** **CONSENT CALENDAR** ***[®]

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

Action: Approve the Minutes of the October 1, 2003 Regular Meeting

2. **Setting a Hearing for the 2nd Supplemental Appropriation Ordinance for 2003** [Attach 2](#)

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

Proposed Ordinance Making Supplemental Appropriations to the 2003 Budget of the City of Grand Junction

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

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

*** Indicates New Item

[®] Requires Roll Call Vote

Staff presentation: Ron Lappi, Administrative Services Director

3. **Setting a Hearing for Zoning the Church on the Rock Annexation, Located at 2170 Broadway** [File #ANX-2003-197] [Attach 3](#)

The Church on the Rock Annexation consists of 5.4946 acres of land that is located at 2170 Broadway and consists of one (1) parcel of unplatted land that contains the church sanctuary, along with a portion of the Rio Hondo Road right-of-way. The petitioner's intent is to annex and then submit a Site Plan Review for a new church building with a proposed zoning of Residential Single Family – 2 (RSF-2). The proposed annexation lies within the Persigo 201 sewer boundary.

Proposed Ordinance Zoning the Church on the Rock Annexation to Residential Single Family – 2 (RSF-2), Located at 2170 Broadway

Action: Introduction of Proposed Ordinance and Set a Hearing for November 5, 2003

Staff presentation: Scott D. Peterson, Associate Planner

4. **Easement Vacation, Red Tail Ridge Subdivision**[File # ANX-2002-230] [Attach 4](#)

The petitioner is requesting approval of the vacation of a water line easement that crosses the property. There are no facilities within the easement, and the easement has been vacated both on the east and west side of the site by Mesa County. The Planning Commission at the September 23, 2003 hearing recommended that the City Council approve the vacation request.

Resolution No. 95-03 – A Resolution Vacating a Water Line Easement Located at 2955 South Highway 50 (Red Tail Ridge Subdivision)

®Action: Adopt Resolution No. 95-03

Staff presentation: Pat Cecil, Development Services Supervisor

5. **Setting a Hearing for a Vacation of a Portion of the Right-of-Way for Gary Street and B ¾ Road** [File #PP-2003-168] [Attach 5](#)

The applicant has requested vacation of a portion of the right-of-way for Gary Street and B 3/4 Road in conjunction with a subdivision request that will ultimately be developed as affordable housing.

Proposed Ordinance Vacating a Portion of Gary Drive and B 3/4 Road
Located at the Northeast Corner of Linden Avenue and B 3/4 Road

Action: *Introduction of Proposed Ordinance and Set a Hearing for November 5, 2003*

Staff presentation: Lisa E. Cox, Senior Planner

6. **Easement for Grand Valley Irrigation Company in the Redlands Parkway Right-of-Way** [Attach 6](#)

The proposed resolution will authorize the City Manager to sign an acknowledgment of an historic easement relating to the Grand Valley Irrigation Company's Independent Ranchman's Ditch, piped across the Mesa Mall property and the Redlands Parkway right-of-way.

Resolution No. 96-03 – A Resolution Acknowledging a Historical Buried Pipe, and Associated Easement for a Buried Portion of the Ranchmen's Ditch that Crosses a Portion of City Right of Way for the Redlands Parkway

®Action: *Adopt Resolution No. 96-03*

Staff presentation: Mark Relph, Public Works and Utilities Director

7. **Setting a Hearing to Create Alley Improvement District 2004** [Attach 7](#)

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

- East/West Alley from 14th to 15th, between Elm Avenue and Texas Avenue
- East/West Alley, from 2nd to 3rd, between Chipeta Avenue and Ouray Avenue
- East/West Alley from 8th to Cannell, between Mesa Avenue and Hall Avenue
- "T" shaped Alley from 13th to 15th, between Kennedy Avenue and Elm Avenue
- East/West Alley from 2nd to 3rd, between Teller Avenue and Belford Avenue
- "T" shaped Alley from 7th to Cannell, between Kennedy Avenue and Elm Avenue

Resolution No. 97-03 – A Resolution Declaring the Intention of the City Council of the City of Grand Junction, Colorado, to Create Within Said City Alley Improvement District No. ST-04 and Authorizing the City Engineer to Prepare

Details and Specifications for the Same

®Action: *Adopt Resolution No. 97-03 and Set a Hearing for November 19, 2003*

Staff presentation: Mark Relph, Public Works and Utilities Director

8. **Lease of City-Owned Parking Lot at 2nd and Pitkin** [Attach 8](#)

City staff has negotiated a contract with Simmons Lock and Key, 322 S. 2nd, to lease a city-owned lot across the street from their business for parking. Because the parcel may be required for future improvements at the curve of Pitkin Avenue, selling the property is not an option.

Resolution No. 98-03 – A Resolution Authorizing the Lease of a City-Owned Lot at 2nd and Pitkin Avenue by Simmons Lock and Key, Inc.

®Action: *Adopt Resolution No. 98-03*

Staff Presentation: Seth Hoffman, Administration Intern
Jamie Kreiling, Staff Attorney

9. **Letter Supporting Forest Service GOCO Grant** [Attach 9](#)

The United States Forest Service is requesting a letter from City Council in support of a GOCO grant application which will fund the rehabilitation of Kannah Creek Trail and all trails to the South.

Action: *Authorize the Mayor to Sign a Letter of Support to GOCO for an Application from the Grand Valley Ranger District of the U. S. Forest Service*

Staff presentation: David Varley, Assistant City Manager

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

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

10. **Construction Contract – Pine Ridge Park Tennis Courts** [Attach 12](#)

Demolition, excavation and disposal of existing asphalt tennis courts, fencing and equipment. Construct two new post tensioned concrete tennis courts, with acrylic surface including a new fence and tennis court apparatus per specifications.

Action: Authorize the City Manager to Execute a Construction Contract to SRI Sports, Inc. for the Removal and Replacement of the Tennis Courts at Pine Ridge Park (in the Ridges) in the Amount of \$85,000.00

Staff Presentation: Shawn Cooper, Parks Planner

11. **Memorandum of Understanding Regarding a Drought Response Plan**

[Attach 10](#)

Memorandum of Understanding among the City of Grand Junction, Ute Water Conservancy District, Clifton Water District, and the Town of Palisade to implement a unified Drought Response Plan.

Action: Authorize Mayor to Sign a Memorandum of Understanding Among the Parties to Implement a Valley-wide Drought Response Plan and On-going Water Conservation Education

Staff presentation: Greg Trainor, Utilities Manager

12. **Expansion of Mosquito Control District**

[Attach 11](#)

Mesa County and the City of Fruita have consented to the expansion of the Redlands Mosquito Control District. The Town of Palisade will be considering this question on October 14, 2003. The district asks that the City consent to the expansion of the district.

Action: Authorize the Mayor to Acknowledge that the City Consents to the Expansion of the Mosquito Control District

Staff presentation: Dan Wilson, City Attorney

13. **Economic Development Incentive Request for Innovative Textiles** [Attach W-3](#)

The Chamber of Commerce is recommending an economic development incentive in the amount of \$100,000 for an existing industry expansion. Innovative Textiles is purchasing a 210,000 square foot building to expand the company's production of high end fishing line and sport kite string.

Resolution No. 100-03 – A Resolution Authorizing an Economic Development Incentive to Innovative Textiles for \$100,000 for the Benefit of Expanding an Existing Industry in Grand Junction

®Action: *Adopt Resolution No. 100-03*

Staff presentation: Ron Lappi, Administrative Services Director

14. **Public Hearing – Holton Annexation Located at 641 29 ½ Road** [File #ANX-2003-169] [Attach 13](#)

Hold a public hearing and consider final passage of a Resolution for Acceptance of Petition to Annex and Annexation Ordinance for the Holton Annexation, located at 641 29 ½ Road.

a. Accepting Petition

Resolution No. 99-03 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Holton Annexation Area is Eligible for Annexation Located at 641 29 ½ Road

b. Annexation Ordinance

Ordinance No. 3576 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Holton Annexation, Approximately 6.2142 Acres, Located at 641 29 ½ Road

®Action: *Hold a Public Hearing and Consider Final Passage of Resolution No. 99-03 and Ordinance No. 3576*

Staff presentation: Lisa E. Cox, Senior Planner

15. **Public Hearing – Zoning the Holton Annexation Located at 641 29 ½ Road** [File #ANX-2003-169] [Attach 14](#)

Hold a public hearing and consider final passage of an ordinance to zone the Holton Annexation, Residential Multi-Family-5 (RMF-5), located at 641 29 ½ Road.

Ordinance No. 3577 – An Ordinance Zoning the Holton Annexation to Residential Multi-Family-5 (RMF-5), Located at 641 29 ½ Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3577

Staff presentation: Lisa E. Cox, Senior Planner

16. **Public Hearing - Rezoning the Sander Property from RSF-R to RSF-E Located at 2611 Kelley Drive** [File #RZ-2003-139] [Attach 15](#)

Request to rezone 2611 Kelley Drive, comprised of 5.317 acres, from RSF-R (Residential Single Family with a density not to exceed 1 unit per 5 acres) to RSF-E (Residential Single Family Estate with a density not to exceed 1 unit per 2 acres). Planning Commission recommended approval at its September 9, 2003 meeting.

Ordinance No. 3578 – An Ordinance Rezoning a Parcel of Land from Residential Single Family Rural with a Density not to Exceed One Unit per Five Acres (RSF-R to Residential Single Family Estate with a Density not to Exceed One Unit per Two Acres (RSF-E), Located at 2611 Kelley Drive

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3578

Staff Presentation: Ronnie Edwards, Associate Planner

17. **Agreement Regarding Water Rights and Usage in the Whitewater Creek Area** [Attach 16](#)

An Agreement (Whitewater Creek Agreement) among the City of Grand Junction, the Lumbardy Trust(s), UnawEEP Land LLC, Cutting Fruit and Callow Creek Homeowners Associations concerning water rights in the Whitewater Creek Basin.

Action: Authorize the City Manager to Sign the “Whitewater Creek Agreement”

Staff presentation: Greg Trainor, Utilities Manager

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

19. **OTHER BUSINESS**

20. **EXECUTIVE SESSION**

FOR DISCUSSION OF PERSONNEL MATTERS UNDER C.R.S. 24-6-402(4)(f)(I) RELATIVE TO CITY COUNCIL EMPLOYEES

21. **ADJOURNMENT**

**Attach 1
Minutes from Previous Meeting**

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

OCTOBER 1, 2003

The City Council of the City of Grand Junction convened into regular session on the 1st day of October 2003, at 7:32 p.m. in the City Auditorium. Those present were Councilmembers Harry Butler, Bruce Hill, Dennis Kirtland, Bill McCurry, Gregg Palmer and President of the Council Jim Spehar. Councilmember Cindy Enos-Martinez was absent. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson and City Clerk Stephanie Tuin.

Council President Spehar called the meeting to order. Councilmember Butler led in the pledge of allegiance. The audience remained standing for the invocation by Pastor Ken Staton, Central Orchard Mesa Community Church.

PROCLAMATIONS / RECOGNITIONS

Council President Spehar welcomed Boy Scout Troops 358 and 385. He also welcomed the Mesa State College Public Affairs students that attended.

PROCLAIMING OCTOBER 4, 2003 AS "OKTOBERFEST DAY"

PROCLAIMING OCTOBER 5 THROUGH OCTOBER 11, 2003 AS "FIRE PREVENTION WEEK"

PROCLAIMING OCTOBER 1 THROUGH OCTOBER 31, 2003 AS "KNIGHTS OF COLUMBUS DAYS FOR THE MENTALLY HANDICAPPED"

SCHEDULED CITIZEN COMMENTS

There were none.

CONSENT CALENDAR

President of the Council Spehar announced that Item #9 listed under "Items needing Individual Consideration" approving the purchase of communication equipment has been moved to the Consent Calendar.

It was moved by Councilmember McCurry, seconded by Councilmember Hill, and carried by a roll call vote, to approve Consent Calendar Items #1 through #7, and Item #9.

1. **Minutes of Previous Meetings**

Action: Approve the Summary of the September 15, 2003 Noon Workshop, the September 15, 2003 Workshop, and the Minutes of the September 17, 2003 Regular Meeting

2. **Setting a Hearing on Rezoning the Sander Property from RSF-R to RSF-E Located at 2611 Kelley Drive** [File #RZ-2003-139]

Request to rezone 2611 Kelley Drive, comprised of 5.317 acres, from RSF-R (Residential Single Family with a density not to exceed 1 unit per 5 acres) to RSF-E (Residential Single Family Estate with a density not to exceed 1 unit per 2 acres). Planning Commission recommended approval at its September 9, 2003 meeting.

Proposed Ordinance Rezoning a Parcel of Land from Residential Single Family Rural with a Density not to Exceed One Unit per Five Acres (RSF-R to Residential Single Family Estate with a Density not to Exceed One Unit per Two Acres (RSF-E), Located at 2611 Kelley Drive

Action: Introduction of Proposed Ordinance and Set a Hearing for October 15, 2003

3. **Setting a Hearing on Zoning the Holton Annexation Located at 641 29 ½ Road** [File #ANX-2003-169]

Introduction of a proposed ordinance to zone the Holton Annexation, Residential Multi-Family-5 (RMF-5), located at 641 29 1/2 Road.

Proposed Ordinance Zoning the Holton Annexation to Residential Multi-Family-5 (RMF-5) Located at 641 29 ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for October 15, 2003

4. **Vacating a Portion of a 10' Utility Easement Located within Lot 1, Grand Mesa Center, 2464 Hwy. 6 & 50** [File #VE-2003-150]

The petitioner wishes to vacate a 10' wide utility easement located within Lot 1, Grand Mesa Center. The requested portion of the easement to be vacated is under the existing building footprint for Petco. The building footprint was changed due to a larger building square footage required by the prospective tenant (Petco). The utilities were rerouted behind the new building footprint and new easements

were dedicated. The Planning Commission recommended approval at its September 23, 2003 meeting.

Resolution No. 90-03 – A Resolution Vacating a Portion of a 10' Wide Utility Easement Lying within Lot 1, Grand Mesa Center Known as 2464 Hwy. 6 & 50

Action: Adopt Resolution No. 90-03

5. Setting a Hearing on the Church on the Rock Annexation Located at 2170 Broadway [File #ANX-2003-197]

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 5.4946-acre Church on the Rock Annexation consists of one (1) parcel of unplatted land along with a portion of the Rio Hondo Road right-of-way. The petitioner's intent is to annex and then submit a Site Plan Review for a new church building with a proposed zoning of Residential Single Family – 2 (RSF-2). The proposed annexation lies within the Persigo 201 sewer district.

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

Resolution No. 91-03 – 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, Church on the Rock Annexation Located at 2170 Broadway and Including a Portion of the Rio Hondo Road Right-of-Way

Action: Adopt Resolution No. 91-03

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Church on the Rock Annexation, Approximately 5.4946 Acres, Located at 2170 Broadway and Including a Portion of the Rio Hondo Road Right-of-Way

Action: Introduction of Proposed Ordinance and Set a Hearing for November 5, 2003

6. Setting a Hearing on the Gowhari Annexation Located at 563 20 ½ Road [File #GPA-2003-183]

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 25.103-acre Gowhari annexation consists of 3 parcel(s). This annexation is part of a requested Growth Plan Amendment to change 24.503 acres on the Future Land Use Map from Rural 5-35 ac/du to Residential Low 1/2 – 2 ac/du. The Growth Plan Amendment request will be heard at a later date.

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

Resolution No. 92-03 – 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, Gowhari Annexation Located at 563 20 ½ Road, 573 20 ½ Road, 2026 S. Broadway and Including a Portion of the 20 ½ Road Right-of-Way

Action: Adopt Resolution No. 92-03

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Gowhari Annexation, Approximately 25.103 Acres, Located at 563 20 ½ Road, 573 20 ½ Road, 2026 S. Broadway and Including a Portion of the 20 ½ Road Right-of-Way

Action: Introduction of Proposed Ordinance and Set a Hearing for November 5, 2003

7. Setting a Hearing on the Grand Bud Annexation Located at 28 ½ Road at Hwy. 50 [File #GPA-2003-184]

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 24.153-acre Grand Bud annexation consists of 1 parcel. This project is part of a requested Growth Plan Amendment for the southwest 9.948 acres of the property to change the Future Land Use Map from Residential Medium 4-8 du/ac to Commercial. The Growth Plan Amendment request will be heard at a later date.

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

Resolution No. 93-03 – 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, Grand Bud Annexation Located at the Northwest Corner of 28 ½ Road and Hwy. 50 and Including a Portion of the 28 ½ Road Right-of-Way

Action: Adopt Resolution No. 93-03

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Grand Bud Annexation, Approximately 24.153 Acres, Located at the Northwest Corner of 28 ½ Road and Hwy. 50 and Including a Portion of the 28 ½ Road Right-of-Way

Action: Introduction of Proposed Ordinance and Set a Hearing for November 5, 2003

9. Communication Equipment for Gateway and Southern Mesa County Areas

Approval is requested for communication equipment to enhance radio coverage in the Gateway area. This is part of the planned expansion of emergency communications throughout Mesa County.

Action: Authorize the Purchasing Manager to Purchase Communication Equipment to Enhance Radio Coverage in the Amount of \$ 272,283 from Alcatel USA

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

Ratifying Contract to Construct a Parking Structure

This resolution authorizes the payment of the City's 40% interest in the lots on which the parking garage will be built. In exchange, the County will convey to the City a 40% co-tenancy interest in the lots.

Councilmember Kirtland stated that his company is building the garage so he will be recusing himself from the discussion.

City Attorney Dan Wilson explained that the Resolution is the formal action authorizing the City to pay the money at closing and the Resolution ratifies the previously approved contract.

Mark Relph, Public Works & Utilities Director, advised that the plans have been submitted to the Community Development Department for approval. He said they are trying to get a foundation permit to expedite the start of construction. He explained that much of the structure is pre-constructed off-site and then assembled on-site. He said this type of construction should complete the project quickly.

Resolution No. 94-03 – A Resolution Ratifying Contract to Construct a Parking Structure Owned by Mesa County and the City of Grand Junction

Councilmember Palmer moved to adopt Resolution No. 94-03. Councilmember Hill seconded the motion. Motion carried by a roll call vote.

NON-SCHEDULED CITIZENS & VISITORS

There were none.

OTHER BUSINESS

There was none.

EXECUTIVE SESSION

It was moved by Councilmember Hill, seconded by Councilmember Palmer, and the motion carried to go into executive session to:

- 1) Receive legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), relative to watershed memorandums of understanding negotiations, and
- 2) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), relative to land easements for future storm water improvements.

Council stated that they would not return to open session.

ADJOURNMENT

The City Council adjourned at 7:50 p.m. into executive session in the Administration Conference Room.

Stephanie Tuin, MMC
City Clerk

Attach 2
Setting a Hearing for the 2nd Supplemental Appropriation Ordinance for 2003
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		2nd Supplemental Appropriation Ordinance for 2003					
Meeting Date		October 15, 2003					
Date Prepared		10/08/03			File #		
Author		Lanny Paulson		Budget & Accounting Manager			
Presenter Name		Ron Lappi		Administrative Services Director			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

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

Budget: Pursuant to statutory requirements the total appropriation adjustments are at the fund level as specified in the ordinance. The total appropriation adjustment for all funds combined is \$9,811,236. The following provides a summary of the requests by fund.

E-911 Special Revenue Fund #101, \$562,304:

Transfer to the Communications Center Fund for equipment purchases.

DDA Operating Fund #103, \$20,710:

Costs associated with the Downtown Partnership advertising program.

CDBG Special Revenue Fund #104, \$100,000:

Appropriation of potential additional pass-through funds.

Parkland Expansion Fund #105, \$97,100:

Additional transfer to the Sales Tax CIP Fund for expanded improvements to Canyon View Park.

Wood Stove Replacement Incentive Fund #106, \$54,682:

To transfer the remaining fund balance back to the General Fund.

Economic Development Fund #108, \$100,000:

Contingency

TIF Special Revenue Fund #109, \$1,717,529:

Transfer to the Debt Service Fund to call and/or defease current debt outstanding

Page 2

DDA/TIF CIP Fund #203, \$1,510,200:

Funding for additional capital improvements including the Reed Bldg. Renovation, Development Subsidy, Avalon Improvements, and Repayment of the Line-Of-Credit to the City of Grand Junction.

Future Street Improvements / TCP Fund #207, \$510,000:

Transfer to the Sales Tax CIP Fund for various road improvement projects.

Two Rivers Convention Center Fund #303, \$82,194:

To appropriate for the increased costs of the LED Sign and for additional expenses related to increased business activity.

Lincoln Park Golf Course Fund #305, \$115,619:

Costs associated the pump house replacement.

Tiara Rado Golf Course Fund #306, \$43,434:

Additional costs primarily associated with inventory purchases, fertilizer, and equipment parts.

City Cemeteries Fund #307, \$6,888: Contingency

Parking Fund #308, \$2,731:

Internal Service Fund Service Charges.

Irrigation Fund #309, \$13,706:

Pump repairs and retrofitting.

Self Insurance Fund #404, \$1,981,840:

To appropriate a part of the fund balance in case of an unforeseen catastrophic loss.

Communications Center Fund #405, \$562,304:

E-911 Equipment purchases.

DDA Debt Service Fund #611, \$1,855,500:

Appropriation to call and/or defease current debt outstanding

GJWSD Debt Service Fund #612, \$800: County Treasurer Fees.

Ridges Debt Service Fund #613, \$200: County Treasurer Fees.

Parks Improvement Advisory Board Fund #703, \$16,111:

Donations to School District #51 and for Stadium Fence Painting.

Joint Sewer System Fund #900, \$457,384: Combined Sewer Elimination Project.

Action Requested/Recommendation: Adoption of the appropriation ordinance with final passage on November 5th, 2003.

Attachments: n/a

Background Information: A second supplemental appropriation ordinance is adopted every year at this time to fine tune the budget and to appropriate contingency amounts to ensure the proper level of legal appropriation authority by fund.

ORDINANCE NO. _____

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2003
BUDGET OF THE CITY OF GRAND JUNCTION**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenue to the funds indicated for the year ending December 31, 2003, to be expended from such funds as follows:

FUND NAME	FUND #	APPROPRIATION
Enhanced 911 Special Revenue	101	\$ 562,304
DDA Operating	103	\$ 20,710
CDBG Special Revenue	104	\$ 100,000
Parkland Expansion	105	\$ 97,100
Wood Stove Replacement Incentive	106	\$ 54,682
Economic Development	108	\$ 100,000
TIF Special Revenue	109	\$ 1,717,529
DDA/TIF Capital Improvements	203	\$ 1,510,200
Future Street Improvements	207	\$ 510,000
Two Rivers Convention Center	303	\$ 82,194
Lincoln Park Golf Course	305	\$ 115,619
Tiara Rado Golf Course	306	\$ 43,434
City Cemetery	307	\$ 6,888
Parking	308	\$ 2,731
Irrigation	309	\$ 13,706
Self Insurance	404	\$ 1,981,840
Communications Center	405	\$ 562,304
TIF Debt Service	611	\$ 1,855,500
GJWWSD Debt Service	612	\$ 800
Ridges Metro District Debt Service	613	\$ 200
Parks Improvement Advisory Board	703	\$ 16,111
Joint Sewer System	900	\$ 457,384

TOTAL ALL FUNDS	\$	9,811,236

INTRODUCED AND ORDERED PUBLISHED this ___ day of _____
_____, 2003.

PASSED AND ADOPTED this _____ day of _____ 2003.

Attest:

President of the Council

City Clerk

Attach 3

**Setting a Hearing for Zoning the Church on the Rock Annexation
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
Subject		Setting a Hearing for Zoning the Church on the Rock Annexation, located at 2170 Broadway.						
Meeting Date		October 15, 2003						
Date Prepared		October 8, 2003			File #ANX-2003-197			
Author		Scott D. Peterson		Associate Planner				
Presenter Name		Scott D. Peterson		Associate Planner				
Report results back to Council		X	No		Yes	When		
Citizen Presentation			Yes	X	No	Name		
	Workshop	X	Formal Agenda			X	Consent	Individual Consideration

Summary: The Church on the Rock Annexation consists of 5.4946 acres of land that is located at 2170 Broadway and consists of one (1) parcel of unplatted land that contains the church sanctuary, along with a portion of the Rio Hondo Road right-of-way. The petitioner's intent is to annex and then submit a Site Plan Review for a new church building with a proposed zoning of Residential Single Family – 2 (RSF-2). The proposed annexation lies within the Persigo 201 sewer boundary.

Budget: N/A

Action Requested/Recommendation: Introduce and approve a proposed zoning ordinance on First Reading to zone the Church on the Rock Annexation to RSF-2 and set a hearing for November 5, 2003.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Future Growth Plan Land Use Map
5. Existing City and County Zoning Map
6. Annexation map

7. Zoning Ordinance for City Council action

STAFF REPORT / BACKGROUND INFORMATION					
Location:		2170 Broadway			
Applicant:		Church on the Rock, Inc. (a Colo. Non-profit Corp.), Owner			
Existing Land Use:		Church sanctuary			
Proposed Land Use:		N/A			
Surrounding Land Use:	North	Residential			
	South	Residential			
	East	Residential			
	West	Residential and Vacant Commercial			
Existing Zoning:		Residential Single Family – 4 (RSF-4) (County)			
Proposed Zoning:		Residential Single Family – 2 (RSF-2)			
Surrounding Zoning:	North	Residential Single Family – 4 (RSF-4) (County)			
	South	Residential Single Family – 4 (RSF-4) (County) & Comm. Services & Rec. (CSR) (City)			
	East	Residential Single Family – 4 (RSF-4) (County)			
	West	Residential Single Family – 4 (RSF-4) (County) & Commercial (County)			
Growth Plan Designation:		Residential Medium Low (2 – 4 DU/Ac.)			
Zoning within density range?		X	Yes		No

Staff Analysis:

ZONE OF ANNEXATION: The requested zone of annexation to the Residential Single Family – 2 (RSF-2) District is consistent with the Growth Plan density of Residential Medium Low (2 – 4 DU/Ac.). The existing County zoning is Residential Single Family – 4 (RSF-4). Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

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

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

N/A. The proposed zoning of RSF-2 upon annexation is consistent with the Growth Plan Future Land Use Map.

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

The property is located in an area of existing large lot single family residential development. All public utilities are available in the area.

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

The proposed zoning of RSF-2 is within the allowable density range recommended by the Growth Plan. This criterion must be considered in conjunction with criterion 5 which requires that public facilities and services are available when the impacts of any proposed development are realized. Staff has determined that public infrastructure can address the impacts of any development consistent with the RSF-2 zone district, therefore this criterion is met.

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

The proposed zoning is equivalent to the existing land uses in the area and meets the requirements of the Zoning & Development Code and Growth Plan.

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

Adequate public facilities are currently available and can address the impacts of development consistent with the RSF-2 zone district.

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

N/A. This proposal is to zone property to be in conformance with current and proposed land uses in the area.

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

The existing adjacent properties are single family residences located on large lots of 5 acres or greater. City staff feels that the proposed zoning of RSF-2, which is at the low end of the residential density of 2 – 4 dwelling units per acre as recommended by the Growth Plan Future Land Use Map, is more compatible with existing land uses.

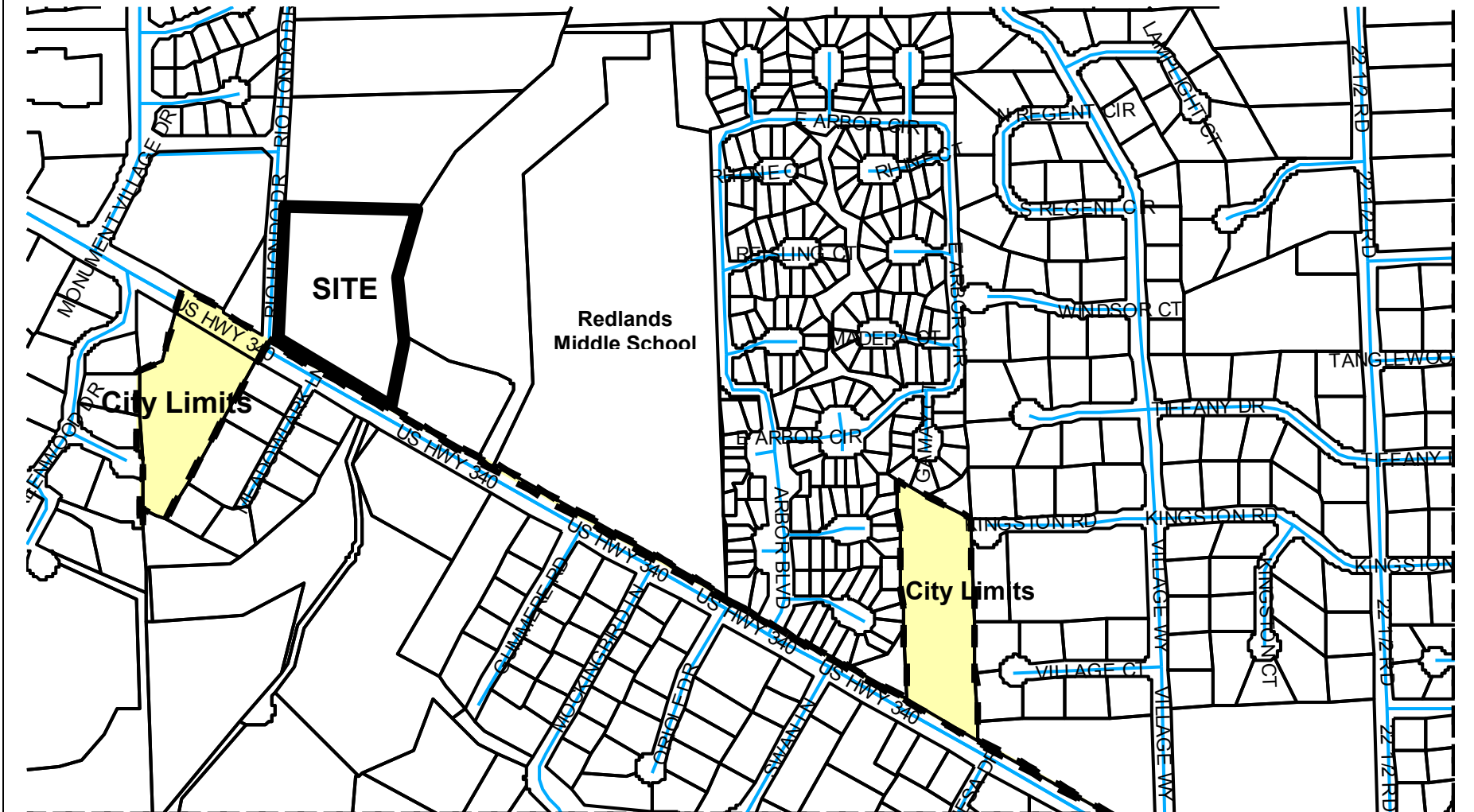
FINDINGS AND CONCLUSIONS:

1. The zone of annexation is consistent with the Growth Plan Future Land Use Map as allowed under the Persigo Agreement.
2. The zone of annexation is consistent with Sections 2.6 and 2.14 of the Zoning & Development Code.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the Residential Single Family – 2 (RSF-2) District to be consistent with the Growth Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.

Site Location Map – Church on the Rock – 2170 Broadway

Figure 1



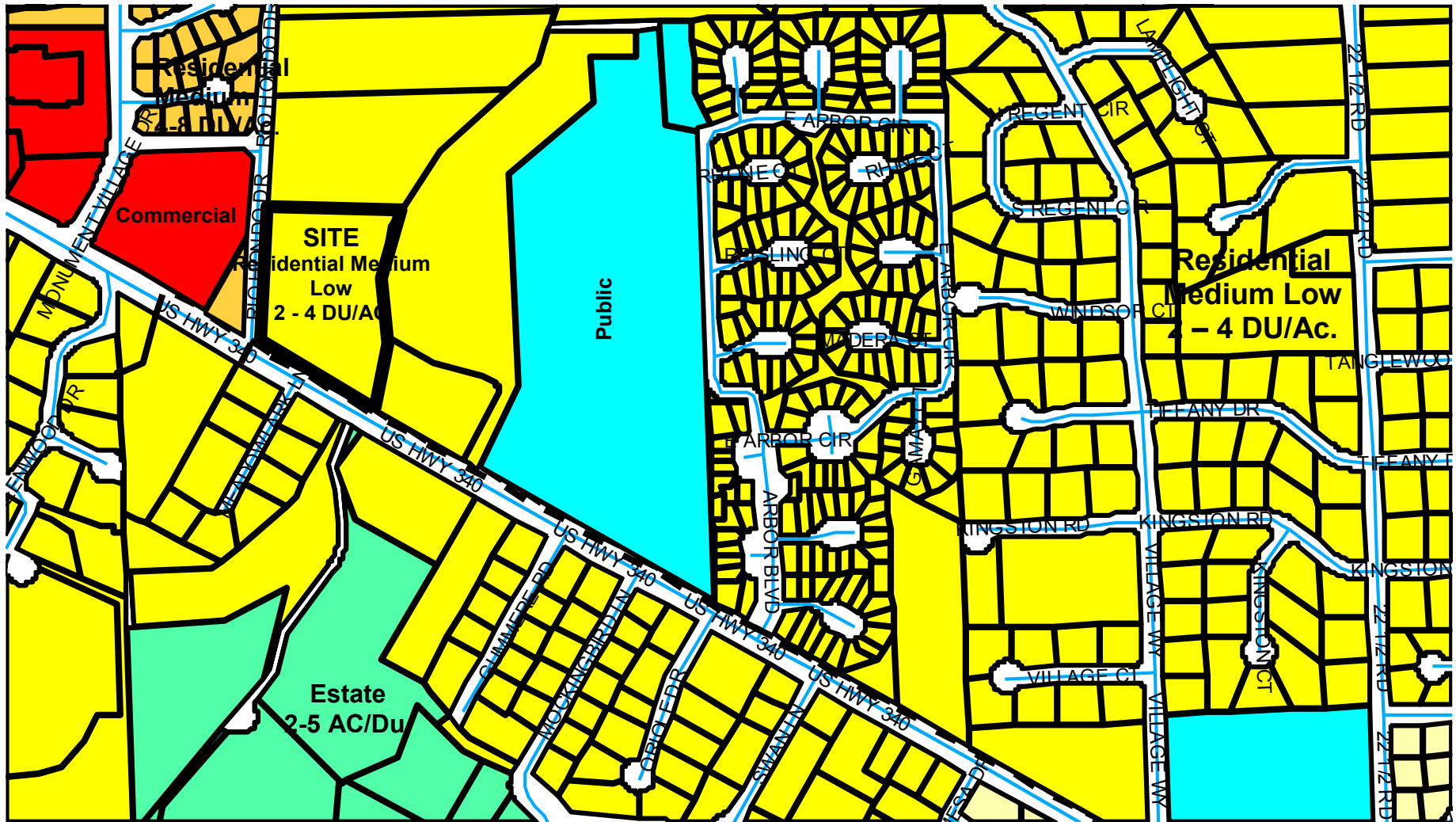
Aerial Photo Map – Church on the Rock – 2170 Broadway

Figure 2



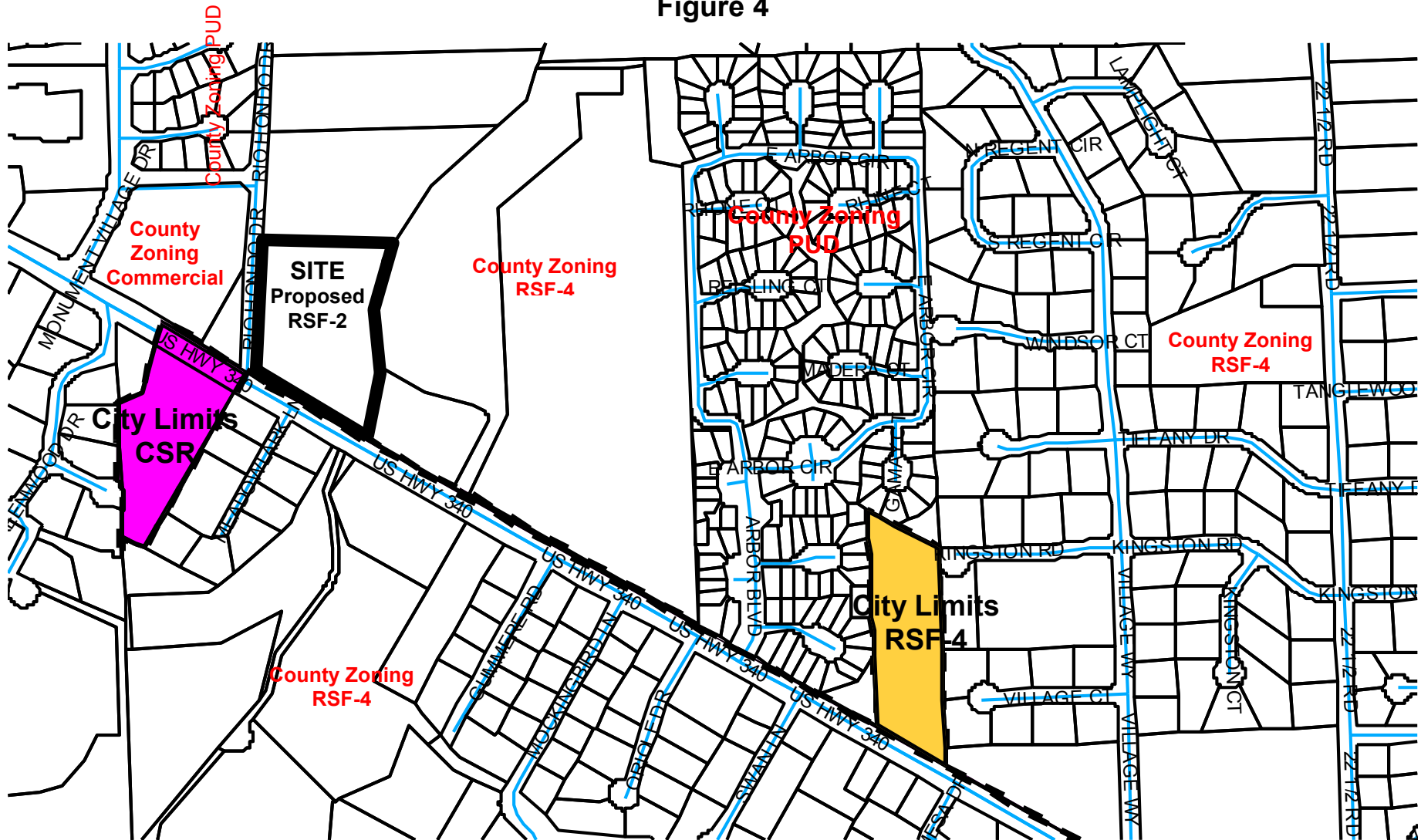
Future Land Use Map – Church on the Rock – 2170 Broad.

Figure 3



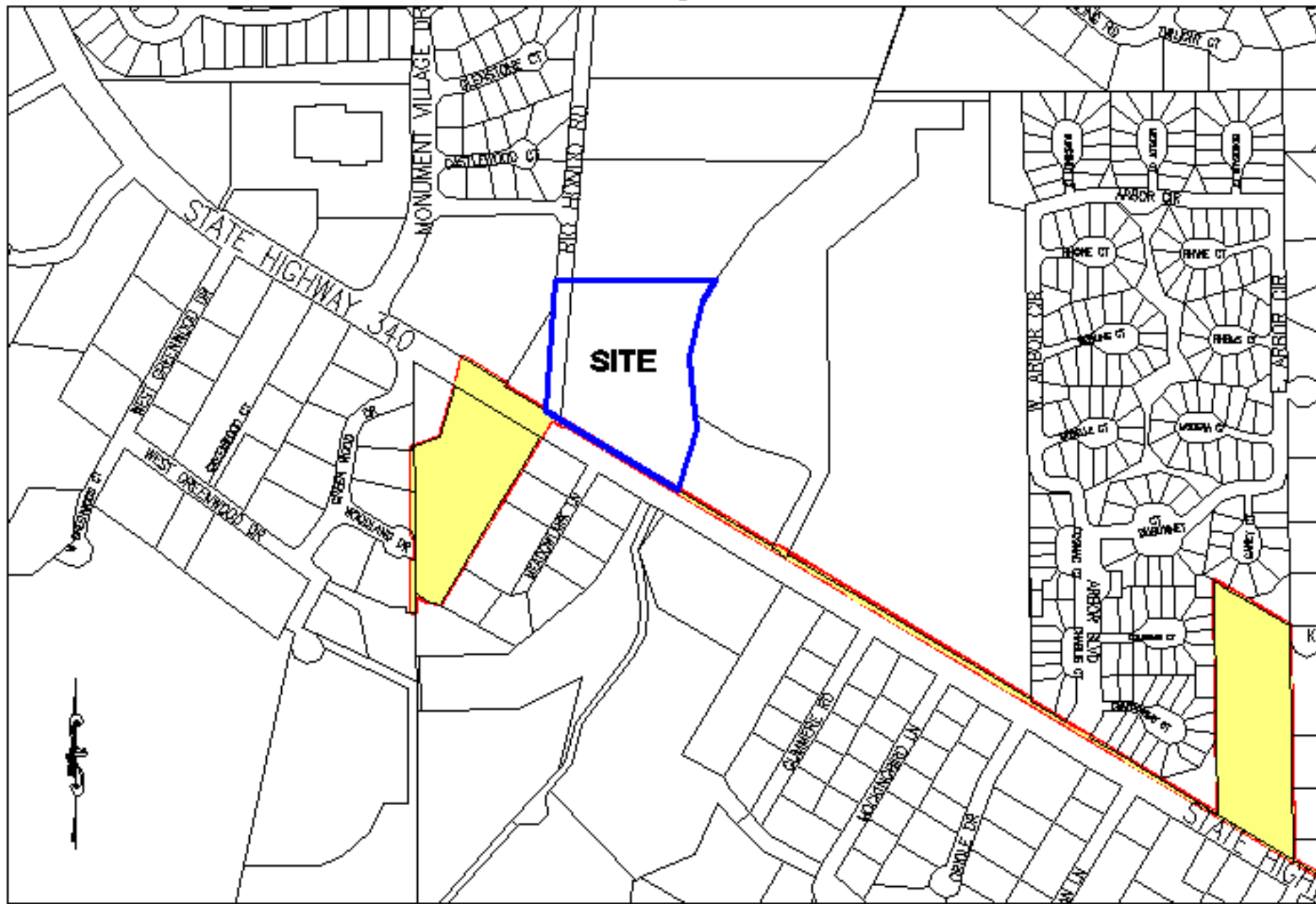
Existing City and County Zoning – Church on the Rock

Figure 4



Church On The Rock Annexation

Figure 5



 City Limits  Annexation Boundary

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING THE CHURCH ON THE ROCK ANNEXATION
TO RESIDENTIAL SINGLE FAMILY – 2 (RSF-2)**

LOCATED AT 2170 Broadway

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 zoning the Church on the Rock Annexation to the Residential Single Family – 2 (RSF-2) zone district for the following reasons:

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

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the Residential Single Family – 2 (RSF-2) zone district be established.

The Planning Commission and City Council find that the Residential Single Family – 2 (RSF-2) zoning is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned Residential Single Family – 2 (RSF-2) with a density not to exceed two (2) units per acre.

CHURCH ON THE ROCK ANNEXATION

A certain parcel of land lying in the East Half (E 1/2) of Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the point of intersection of the Northerly right of way for Colorado Highway 340 (Broadway), as same is depicted on plans by the Colorado State Highway Department, Federal and Secondary Project No. S 0143(1), and the East line of the

50' right of way for Rio Hondo Road, as same is recorded in Book 945, Page 602, Public Records of Mesa County, Colorado and depicted on the Plat of Monument Village Commercial Center, as same is recorded in Plat Book 17, Page 396, Public Records of Mesa County, Colorado, being the Southwest corner of that certain parcel of land, Parcel Control Number 2947-231-00-950, Mesa County, Colorado, and considering the East line of said Rio Hondo Road to bear N 05°01'52" E with all other bearings mentioned herein being relative thereto; thence from said Point of Beginning, N 59°01'04" W along the North line of said Colorado Highway 340 (Broadway) a distance of 55.61 feet to a point on the West right of way for said Rio Hondo Road; thence N 05°01'52" E along the West line of said Rio Hondo Road and the East line of said Monument Village Commercial Center, a distance of 403.74 feet; thence S 89°50'04" E a distance of 491.91 feet; thence S 33°53'56" W a distance of 75.24 feet; thence S 13°15'56" W a distance of 180.80 feet; thence S 06°19'04" E a distance of 229.00 feet; thence S 18°52'58" W a distance of 189.71 feet to a point on the Northerly right of way for Colorado Highway 340 (Broadway); thence N 59°01'04" W along said Northerly right of way, a distance of 419.90 feet, more or less, to the Point of Beginning.

CONTAINS 5.4946 Acres (239,346.95 Square Feet) more or less, as described.

Introduced on first reading this 15th day of October, 2003 and ordered published.

Adopted on second reading this _____ day of _____, 2003.

Mayor

ATTEST:

City Clerk

Attach 4
Easement Vacation, Red Tail Ridge Subdivision
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Easement Vacation, Red Tail Ridge Subdivision					
Meeting Date	October 15, 2003					
Date Prepared	October 7, 2003				File # ANX-2002-230	
Author	Pat Cecil		Development Services Supervisor			
Presenter Name	Pat Cecil		Development Services Supervisor			
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda	<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: The petitioner is requesting approval of the vacation of a water line easement that crosses the property. There are no facilities within the easement, and the easement has been vacated both on the east and west side of the site by Mesa County. The Planning Commission at the September 23, 2003 hearing recommended that the City Council approve the vacation request.

Budget: N/A

Action Requested/Recommendation: Adoption of the Resolution for vacation of a water line easement.

Background Information: Please see attached Staff report

Attachments:

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Resolution

BACKGROUND INFORMATION				
Location:		2955 South Highway 50		
Applicants:		La Cima I, LLC – Petitioner Ciavonne & Assoc. –Representative		
Existing Land Use:		Undeveloped		
Proposed Land Use:		Residential subdivision		
Surrounding Land Use:	North	Residential uses		
	South	Undeveloped property		
	East	Residential uses		
	West	Undeveloped property		
Existing Zoning:		RSF-4		
Proposed Zoning:		Same		
Surrounding Zoning:	North	RSF-R (County)		
	South	RSF-R (County)		
	East	RSF-R (County)		
	West	RSF-R (County)		
Growth Plan Designation:		Residential Medium Low 2-4		
Zoning within density range?		X	Yes	No

RECOMMENDATION: Planning Commission recommends that the City Council approve the easement vacation.

PROJECT DESCRIPTION: The petitioner is requesting that the City Council approve a vacation of a water line easement that crosses the site. The easement has been

vacated by Mesa County on either side of the project site. There are no facilities within the easement.

The vacation is in conjunction with an application to subdivide approximately 9.88 acres into 36 single family (petitioner originally requested 38 lots) residential lots that range in size from 8,028 square feet to 10,066 square feet in area. The density of the project is 3.6 dwelling units per acre. The proposed density is consistent with the density outlined on the Growth Plan Future Land Use Map and the density of the RSF-4 zone district. Twelve of the proposed lots will be accessed via shared drives, with the other 24 lots taking access directly from the street they front on.

ANALYSIS:

1. Background: The City Council zone the project site on June 4, 2003. There was significant public controversy regarding the request to the RSF-4 zone district, with neighbors expressing concern that 4 dwelling units per acre was too high of a density for the area. The petitioner has since reduced the number of lots from 38 lots to 36 lots.

2. Consistency with the Growth Plan: The Growth Plan Future Land Use Map indicates that the project site is located in a Residential Medium Low 2-4 dwelling units per acre. The proposed density of 3.6 dwelling units per acre is consistent with that density range. The project also appears to be consistent with Growth Plan Policies 4.5, 5.3, 6.5, 7.1, 9.2, 10.4, 11.1, 23.2, 23.6, and 23.8.

3. Vacation of Easement Criteria:

The vacation of the water line easement must be reviewed for conformance with the criteria established by Section 2.11 of the Zoning and Development Code, as follows:

1. The Growth Plan, major street plan and other adopted plans and policies of the City;

The proposed easement vacation will not conflict with the Growth Plan, major street plan or other adopted plans and policies of the City.

2. No parcel shall be landlocked as a result of the vacation;

No parcel will be landlocked as a result of the vacation.

3. Access to any parcel shall not be restricted to the point where access is

unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation:

The proposed vacation will not affect access to any adjacent parcels.

4. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services);

The vacation will not affect the provision of public services.

5. The provisions of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of this Code; and

There will be no interruption of service to adjacent properties.

6. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, ect.

There are no facilities within the easement to maintain, therefore there is no impact.

FINDINGS OF FACT/CONCLUSIONS:

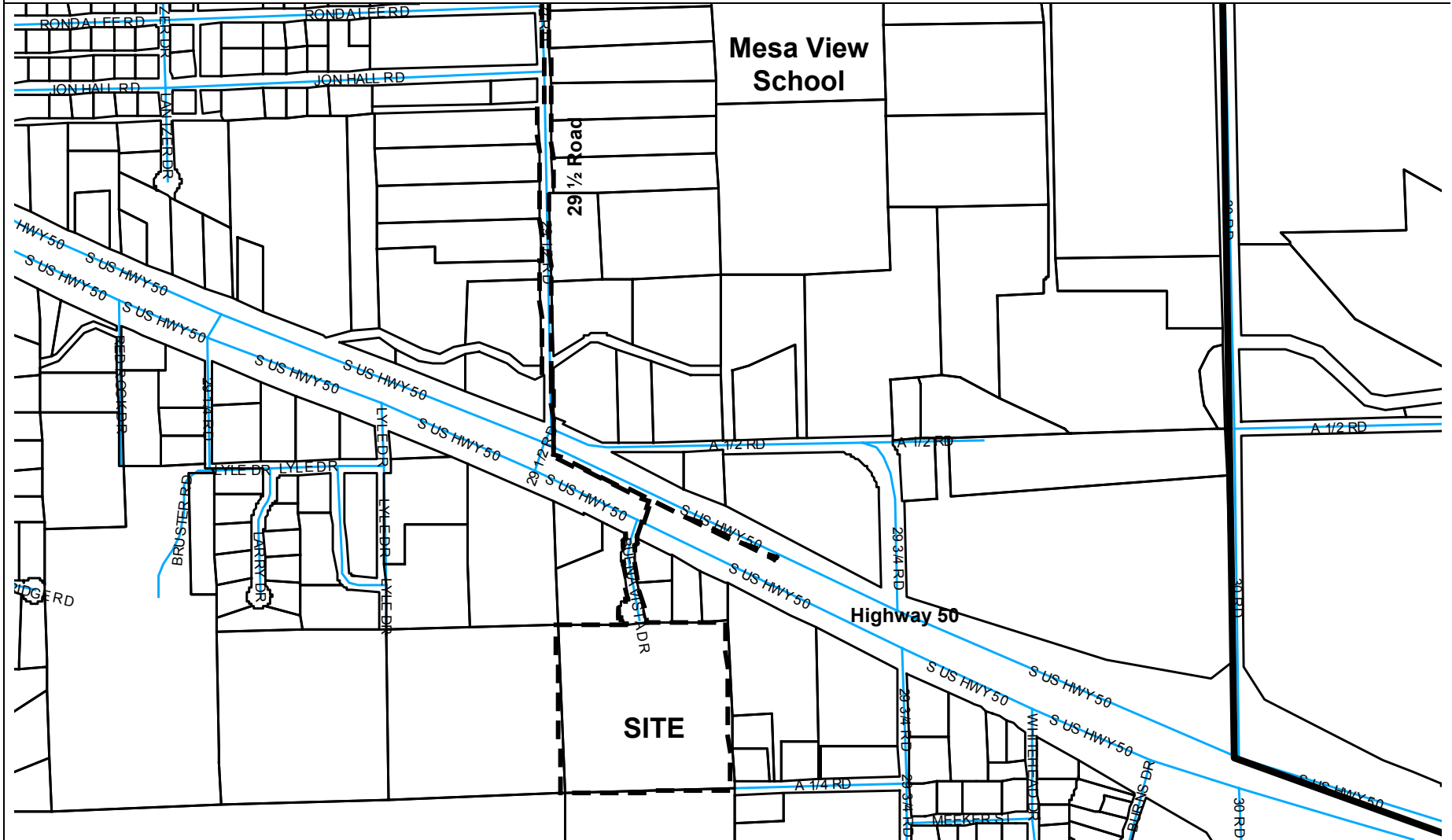
After reviewing the Redtail Ridge Subdivision and Vacation of Easement application, (ANX-2002-230) for preliminary plat approval and recommendation of approval for Vacation of an Easement, the Planning Commission made the following findings of fact and conclusions:

1. The proposed preliminary plat and easement vacation are consistent with the Growth Plan.
2. The review criteria in Section 2.8.B.2 of the Zoning and Development Code have all been met.

The review criteria in Section 2.11 of the Zoning and Development Code have been met.

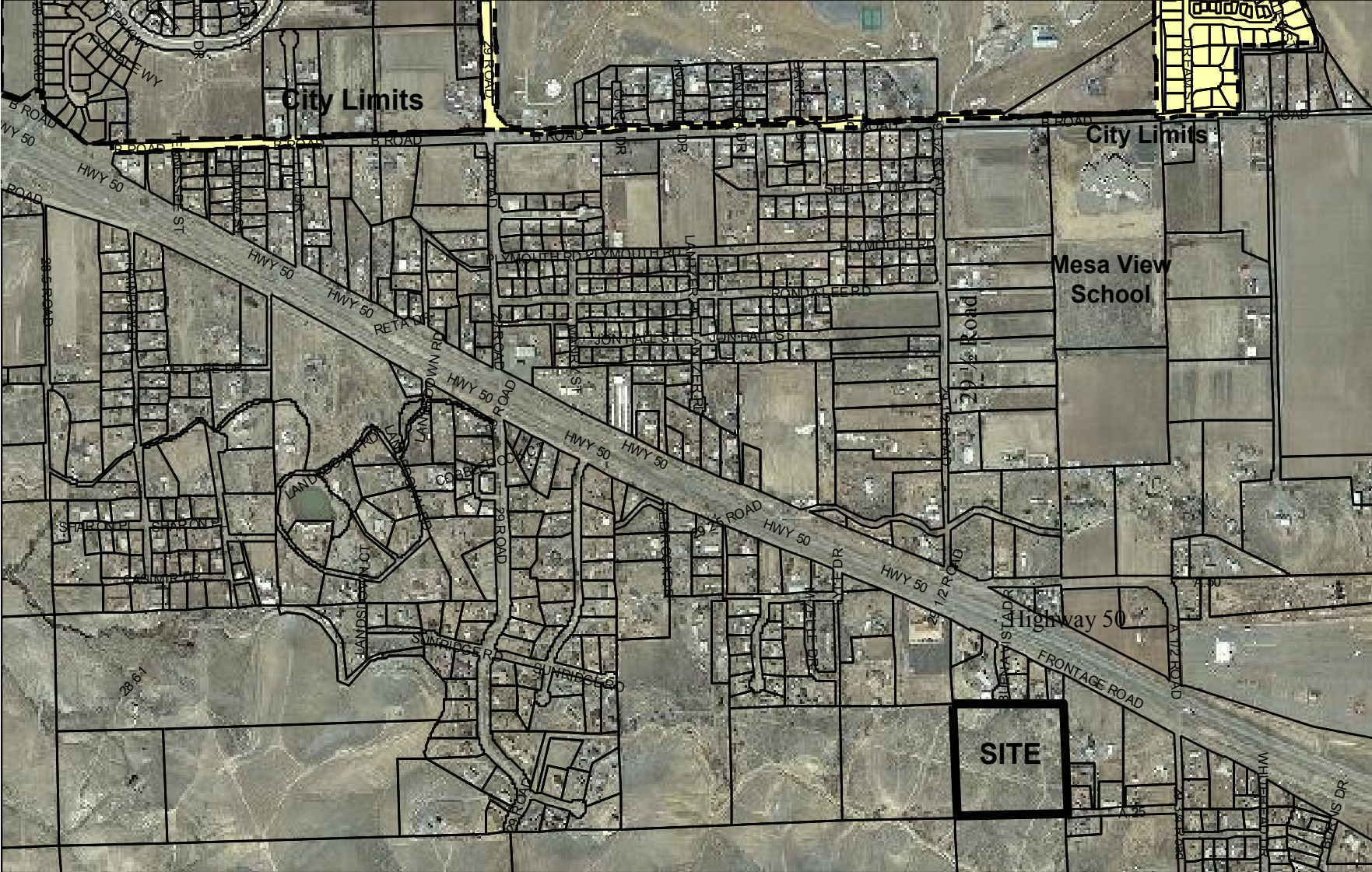
Site Location Map

Figure 1



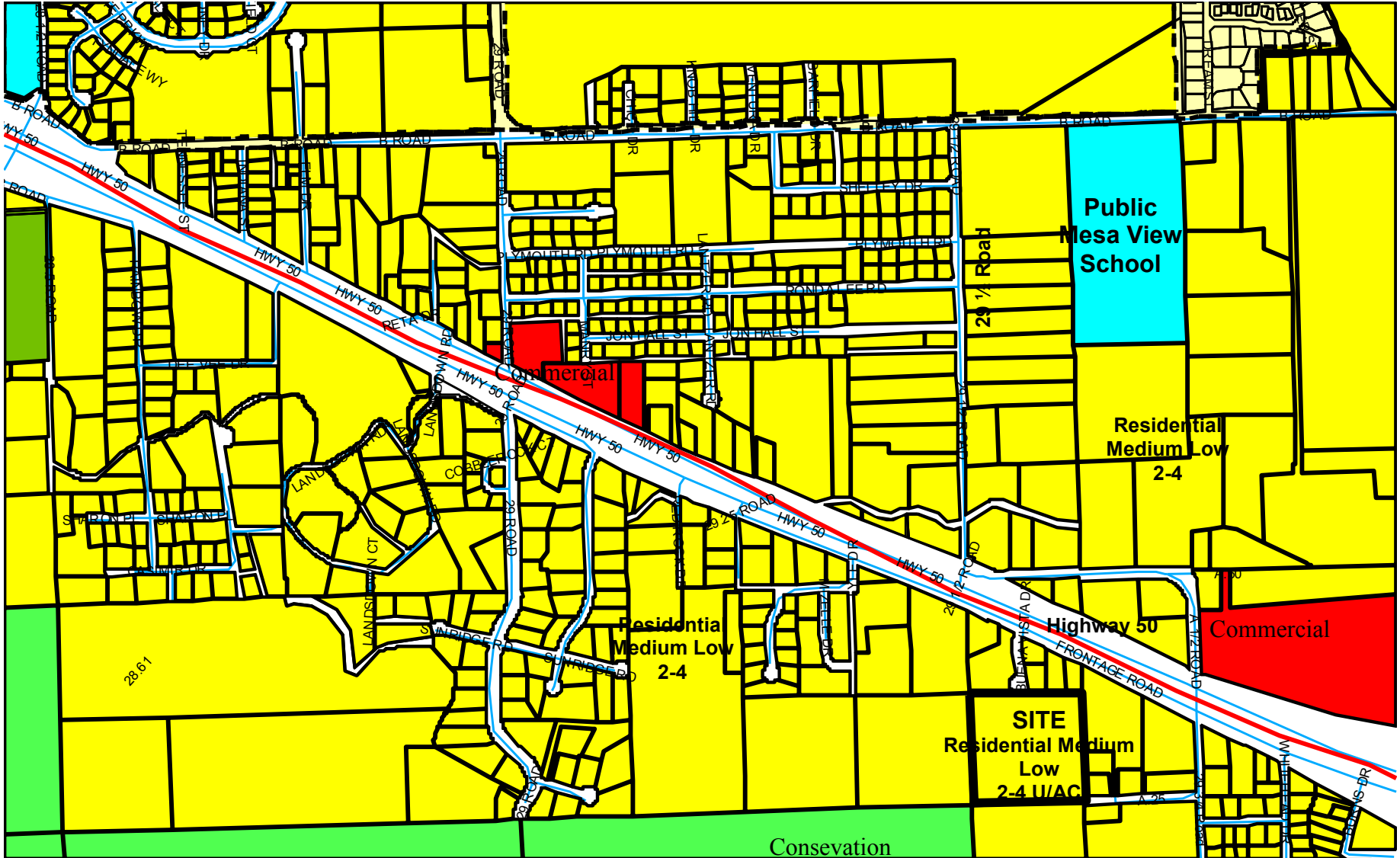
Aerial Photo Map

Figure 3



Future Land Use Map

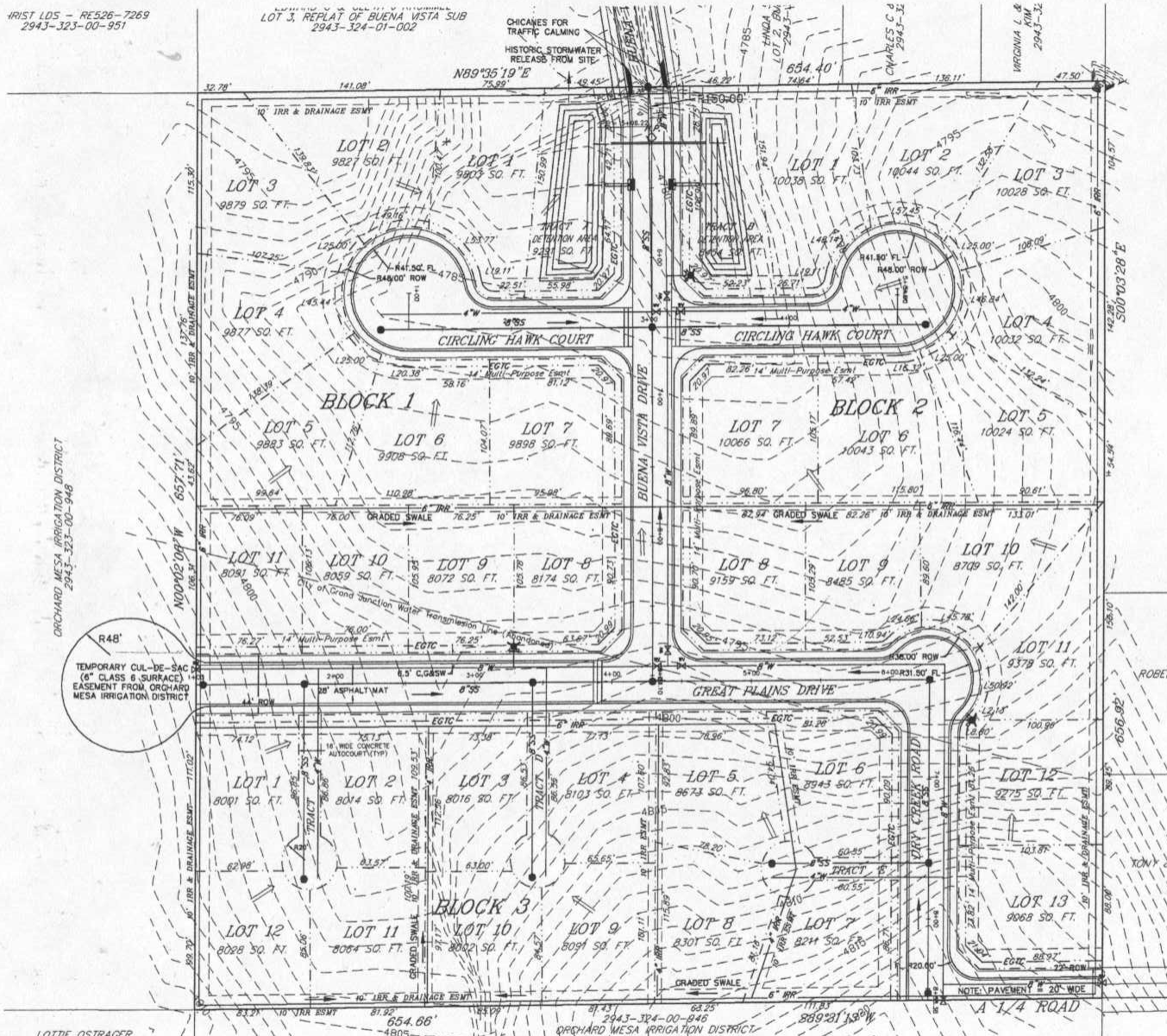
Figure 4



TRIST L05 - RE526-7269
2943-323-00-951

LOT 3, REPLAT OF BUENA VISTA SUB
2943-324-01-002

NOTE: ALL CONSTRUCTION SHALL BE
IN ACCORDANCE WITH CITY OF GRAND
JUNCTION SPECIFICATIONS AND STANDARD
DRAWINGS.



UTILITY VENDORS

ELECTRIC	GRAND VALLEY RURAL POWER
GAS	XCEL ENERGY
TELEPHONE	QWEST
WATER	UTE WATER
SEWER	ORCHARD MESA SANITATION DISTRICT
CABLE	AT&T BROADBAND
IRRIGATION	ORCHARD MESA IRRIGATION DISTRICT

LEGEND OF PROPOSED

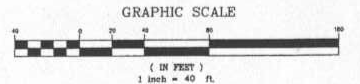
- 8"SS 8" SANITARY SEWER
- PROPOSED WATER VALVE
- PROPOSED HYDRANT
- ELECTRIC-GAS-TELEPHONE-CABLE
- PROPOSED STORM DRAIN
- EXISTING CONTOUR
- LOT BOUNDARY
- BUILDING ENVELOPE
- DIRECTION OF PROPOSED STREET DRAINAGE
- DIRECTION OF EXISTING SURFACE DRAINAGE

PRELIMINARY DRAINAGE CONCEPT FOR LOTS:
BLOCK 1 LOTS 1-7 SCHEME A
BLOCK 1 LOTS 8-11 SCHEME B
BLOCK 2 LOTS 1-7, 11-13 SCHEME A
BLOCK 2 LOTS 8-10 SCHEME B
BLOCK 3 LOTS 1-12 SCHEME A

LOTS 12 & 13 OF BLOCK 2 MAY BE A
MODIFIED VERSION OF SCHEME A.
SCHEMES A AND B ARE PER CITY OF GRAND
JUNCTION'S ADMINISTRATIVE REGULATIONS.
ALL LOTS WILL DRAIN TO THE DETENTION AREAS.

STORMWATER DISCHARGE CONCEPT:
DETENTION BASIN B WILL DRAIN TO DETENTION
BASIN A VIA CONNECTING PIPE. DISCHARGE
FROM DETENTION BASIN A WILL BE PER OUTLET
STRUCTURE PIPE WITH CONTROLLED RELEASES
EQUAL TO OR LESS THAN HISTORIC RATES.
EXISTING DRAINAGE CURRENTLY DISCHARGES TO
THIS OFFSITE AREA IN THE SAME MANNER AS
PLANNED.

IRRIGATION NOTE: IRRIGATION WATER
WILL BE DELIVERED TO THE SITE'S
SOUTHEAST CORNER. UNDERGROUND
GRAVITY PIPING IS PROPOSED.



PROJECT BENCHMARKS:
1. DH SURVEY PT # 1
C1/4 SEC 32
N20994.51 E107880.69 ELEV 4763.95
2. DH SURVEY PT # 2
S1/16 SEC 32
N19679.10 E107881.50 ELEV 4810.99

CONTOUR INTERVAL IS 1 FOOT.

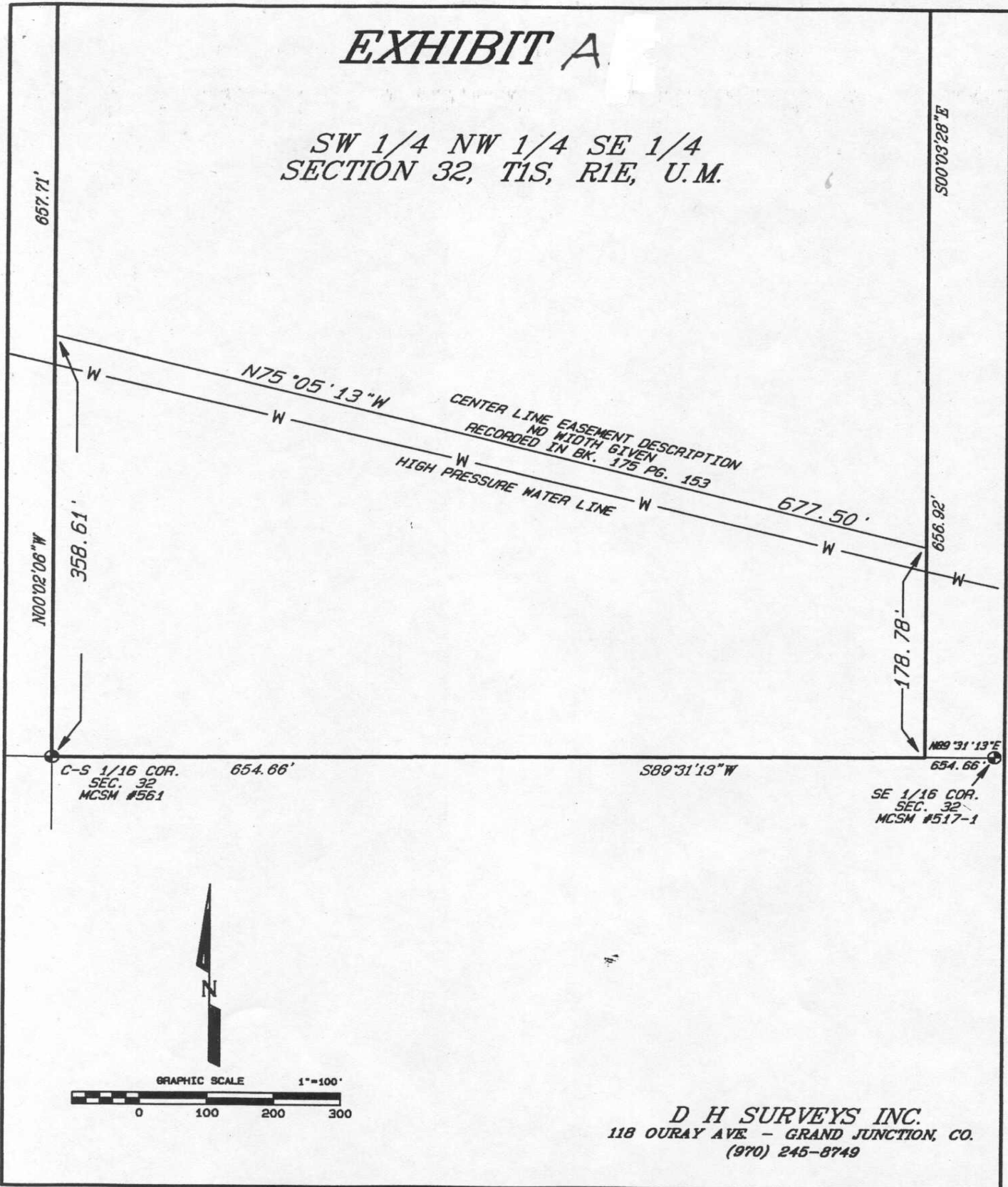
THIS PRELIMINARY PLAN IS BASED ON BOUNDARY
SURVEY AND TOPOGRAPHIC SURVEY BY
DH SURVEY, INC., JULY 2002.

HISTORIC DRAINAGE NOTE: NEW SWALE WILL BE CREATED
ALONG LOTS 2 AND 3 AND 10 AND 11 OF BLOCK 3 AND
SOUTH DEVELOPMENT BOUNDARY TO HANDLE RUNOFF FROM
ADJACENT PARCEL AND EMERGENCY OVERFLOW FROM CANAL SEEPAGE.

BY: [Signature] OK
DATE: 02/11/03
REVISION: [Blank]
DESCRIPTION: [Blank]
CADD REVIEW COMMENTS: [Blank]
PRELIMINARY PLAN
RHINO ENGINEERING, INC.
8
1"
PR
22
s

EXHIBIT A

SW 1/4 NW 1/4 SE 1/4
SECTION 32, T1S, R1E, U.M.



CITY OF GRAND JUNCTION

Resolution No.

A RESOLUTION VACATING A WATER LINE EASEMENT

LOCATED AT

2955 SOUTH HIGHWAY 50 (RED TAIL RIDGE SUBDIVISION)

RECITALS:

A vacation of a water line easement has been requested by the property owners.

The City Council finds that the request is consistent with the Growth Plan, and Section 2.11 of the Zoning and Development Code.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that the vacation be approved.

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

The water line easement is hereby vacated subject to the following conditions:

1. Applicants shall pay all recording/documentary fees for the vacation.

The following easement is shown on "Exhibit A" as part of this vacation of description.

Dedicated easement to be vacated:

That portion of an easement for a water line as recorded in Book 175 at Page 153 of the Mesa County, Colorado records. The portion being vacated being located in the SW ¼ NW ¼ SE ¼ of Section 32, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, as depicted on Exhibit A.

PASSED and ADOPTED this day of , 2003.

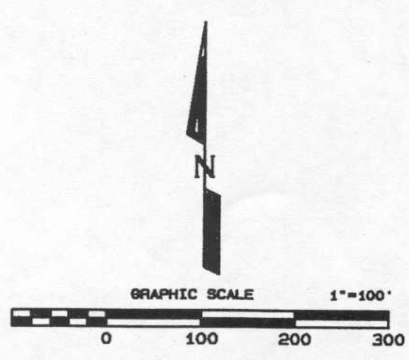
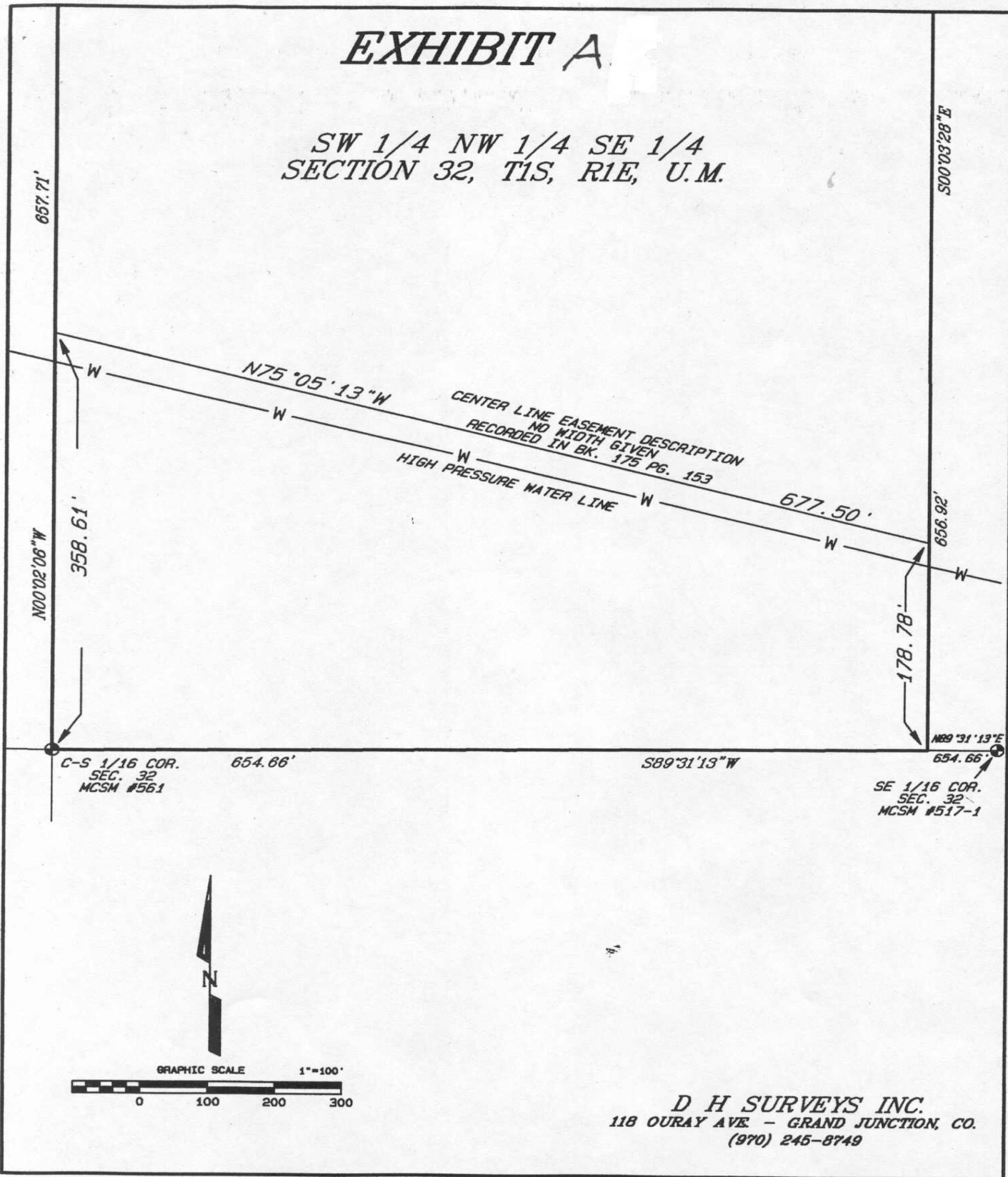
ATTEST:

President of City Council

City Clerk

EXHIBIT A

SW 1/4 NW 1/4 SE 1/4
SECTION 32, T1S, R1E, U.M.



D H SURVEYS INC.
118 OURAY AVE. - GRAND JUNCTION, CO.
(970) 245-8749

Attach 5
Setting a Hearing for a Vacation of a Portion of the Right-of-Way for Gary Street
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Introduction of a Proposed Ordinance to vacate a portion of the Right-of-Way for Gary Street and B ¾ Road.						
Meeting Date	October 15, 2003						
Date Prepared	October 7, 2003				File #PP-2003-168		
Author	Lisa E. Cox, AICP			Senior Planner			
Presenter Name	As above			As above			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: The applicant has requested vacation of a portion of the right-of-way for Gary Street and B ¾ Road in conjunction with a subdivision request that will ultimately be developed as affordable housing.

Budget: N/A

Action Requested/Recommendation: Consideration of the first reading of the ordinance and set a public hearing date for adoption of the ordinance for November 5, 2003.

Background Information: See attached staff report

Attachments:

1. Staff Report
2. Site Location Map (Figure 1)
3. Aerial Photo Map (Figure 2)
4. Future Land Use Map (Figure 3)
5. Existing City and County Zoning Map (Figure 4)
6. Vacation Ordinance

BACKGROUND INFORMATION					
Location:		Northeast corner of Linden Avenue and B ¾ Road			
Applicants:		Grand Junction Housing Authority			
Existing Land Use:		Right-of-way			
Proposed Land Use:		Landscaped Berm, Residential			
Surrounding Land Use:	North	Park and Residential			
	South	Commercial			
	East	Residential			
	West	Commercial and Residential			
Existing Zoning:		RMF-16			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	RMF-16 and PD (park)			
	South	C-1			
	East	RMF-16			
	West	C-1 and RMF-8			
Growth Plan Designation:		Residential High (12+ du/ac)			
Zoning within density range?		X	Yes		No

PROJECT DESCRIPTION: The applicant has requested vacation of a portion of the right-of-way for Gary Street and B ¾ Road in conjunction with a subdivision request that will ultimately be developed as affordable housing.

RECOMMENDATION: Staff recommends approval.

ANALYSIS

1. Background

The Grand Junction Housing Authority is currently working to develop a 7.5 acres site with affordable housing. The property is located east of Linden Avenue, north of B $\frac{3}{4}$ Road and west of Gary Drive and is zoned RMF-16.

In an effort to attain the minimum required density and to comply with traffic safety concerns and TEDS intersection spacing and configuration requirements, the Housing Authority has requested that a portion of the Gary Drive right-of-way and a portion of B $\frac{3}{4}$ Road right-of-way be vacated. The portion of B $\frac{3}{4}$ Road right-of-way to be vacated will be realigned to the north and northwest to Linden Avenue and rededicated as public right-of-way. The portion of Gary Drive right-of-way to be vacated will be vacated in favor of a public easement which will connect the remaining Gary Drive right-of-way over to David Street right-of-way.

The City was a supporter and active Oversight Committee member for completion of the 2002 Grand Valley Housing Needs Assessment. The Assessment defined a current Grand Valley affordable housing gap of 1,669 units, with an additional 1,099 units needed by 2005. Also, the City of Grand Junction's 2002 Strategic Plan identifies "Shelter and Housing that are Adequate" as one of its seven solutions to accomplish over the next 10 to 15 years. The plan states "All City residents will have adequate shelter, whether their need is for permanent or temporary housing." In addition, the City's 2001 Five Year Consolidated Plan identifies homeless needs, the need for transitional housing and affordable housing as priority needs.

2. Consistency with the Growth Plan

The request to vacate a portion of Gary Drive and B $\frac{3}{4}$ Road right-of-ways is consistent with the following goals and policies of the Growth Plan:

Policy 16.2: The City and County will encourage the dispersion of subsidized housing throughout the community. Subsidized housing projects should be encouraged in areas with easy access to public facilities, as well as existing and future transit routes.

Policy 16.4: The City and County will support affordable housing initiatives which result in high quality developments that meet or exceed local standards for public facilities and amenities.

Policy 23.6: The City and County will require the use of side streets and shared driveways to minimize the number of driveways directly accessing arterials streets.

Goal 24: To develop and maintain a street system which effectively moves traffic throughout the community.

Policy 24.2: When improving or constructing new streets which pass through residential neighborhoods, the City will balance the desires of residents with the need to maintain a street system which safely and efficiently moves traffic throughout the community. The City and County will provide enhanced streetscaping along street projects which pass through existing neighborhoods.

3. Section 2.11.c of the Zoning and Development Code

Requests to vacate any public right-of-way or easement must conform to all of the following:

- a. The Growth Plan, major street plan and other adopted plans and policies of the City. *Criterion satisfied. Request complies with several goals and policies of the Growth Plan as noted above in this staff report.*
- b. No parcel shall be landlocked as a result of the vacation. *Criterion satisfied. No parcel will be landlocked.*
- c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation. *Criterion satisfied. Impacted parcels shall not be restricted in a negative manner. Access to impacted parcels will continue to be available via the relocated B ¾ Road.*
- d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services). *Criterion satisfied. There are no adverse impacts anticipated.*
- e. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning and Development Code. *Criterion satisfied. The provision of services shall not be inhibited.*
- f. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc. *Criterion satisfied. There will be an increased level of traffic safety and circulation.*

FINDINGS OF FACT/CONCLUSIONS

After reviewing the application, file number PP-2003-168, for the vacation of a portion of the right-of-way for Gary Street and B3/4 Road, staff makes the following findings of fact and conclusions:

3. The requested right-of-way vacation is consistent with goals and policies of the Growth Plan.
4. The review criteria in Section 2.11.C of the Zoning and Development Code have all been met.

STAFF RECOMMENDATION:

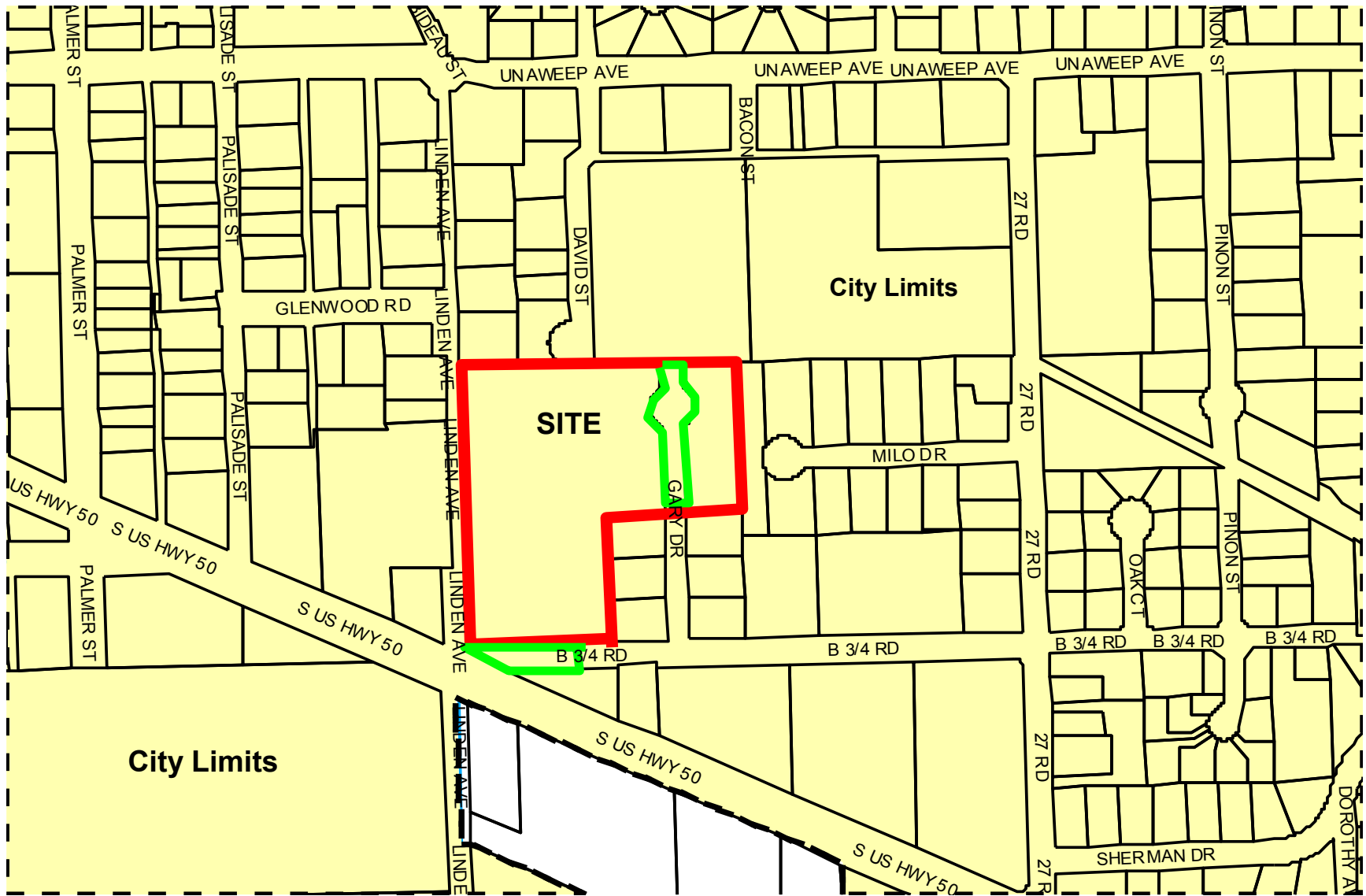
Staff recommends that the Planning Commission forward a recommendation of approval of the requested right-of-way vacation, PP-2003-168, to the City Council with the findings and conclusions listed above.

Attachments:

1. Site Location Map (Figure 1)
2. Aerial Photo Map (Figure 2)
3. Future Land Use Map (Figure 3)
4. Existing City and County Zoning Map (Figure 4)
5. Vacation Ordinance

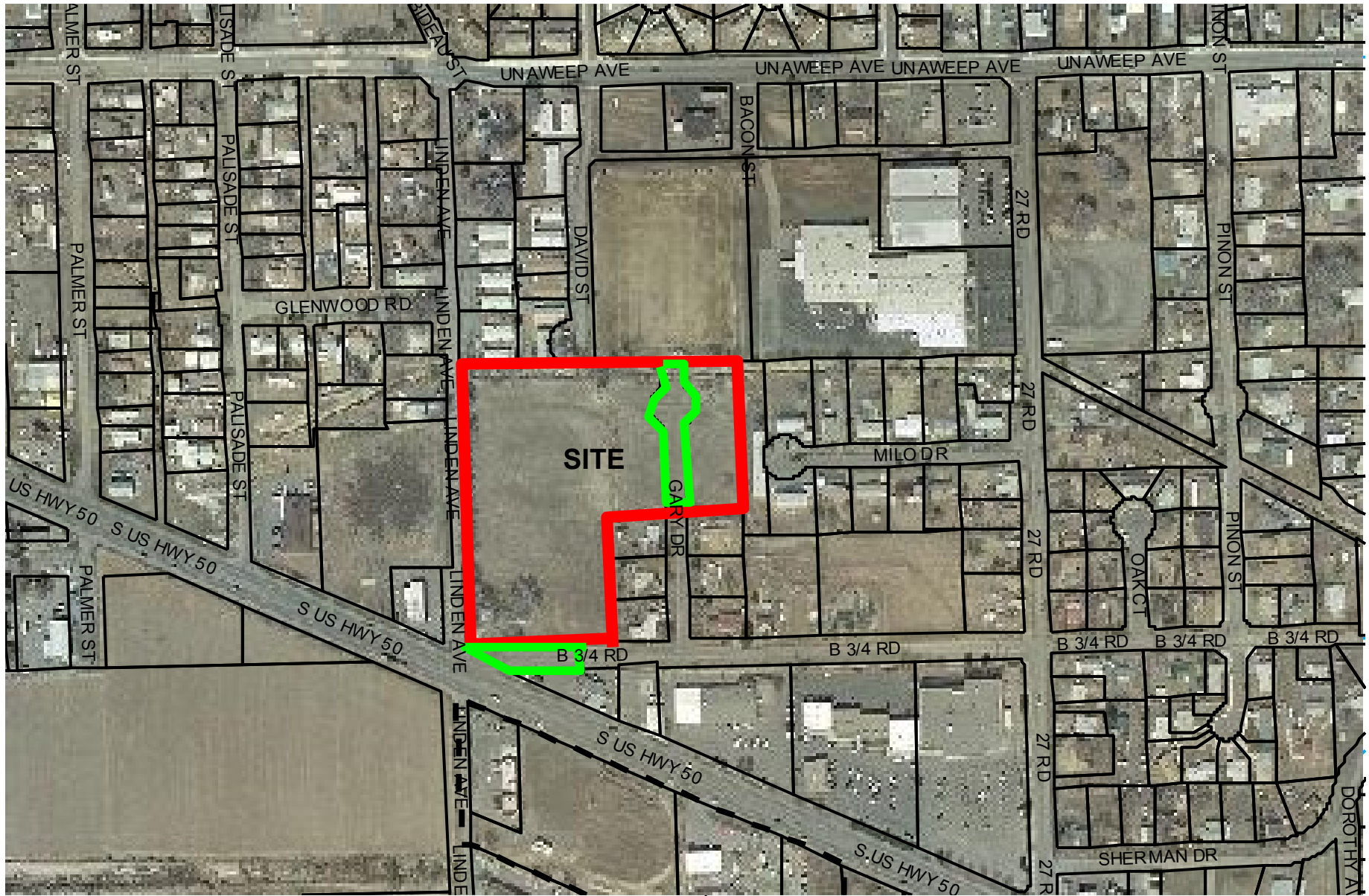
Site Location Map

Figure 1



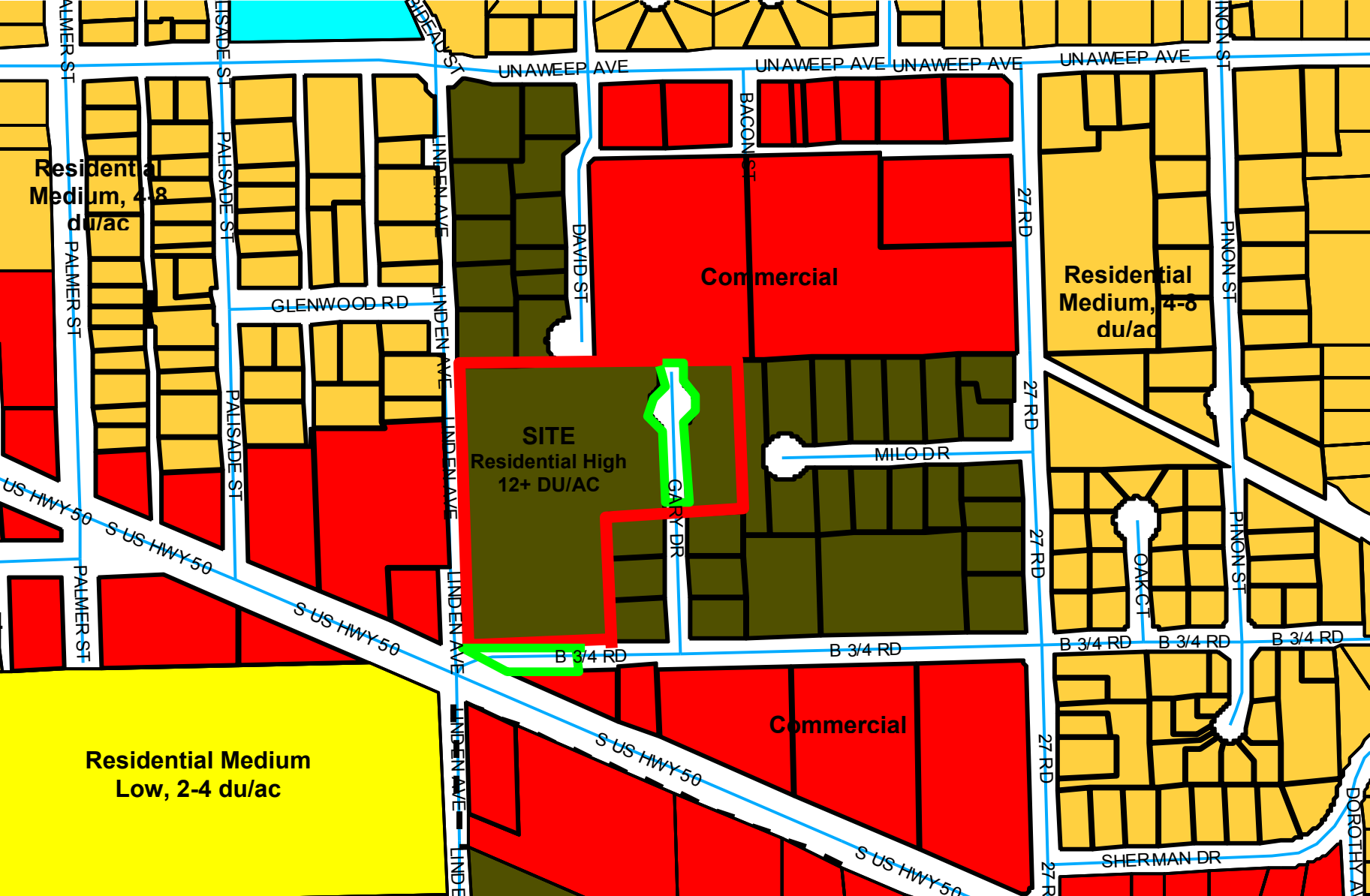
Aerial Photo Map

Figure 2



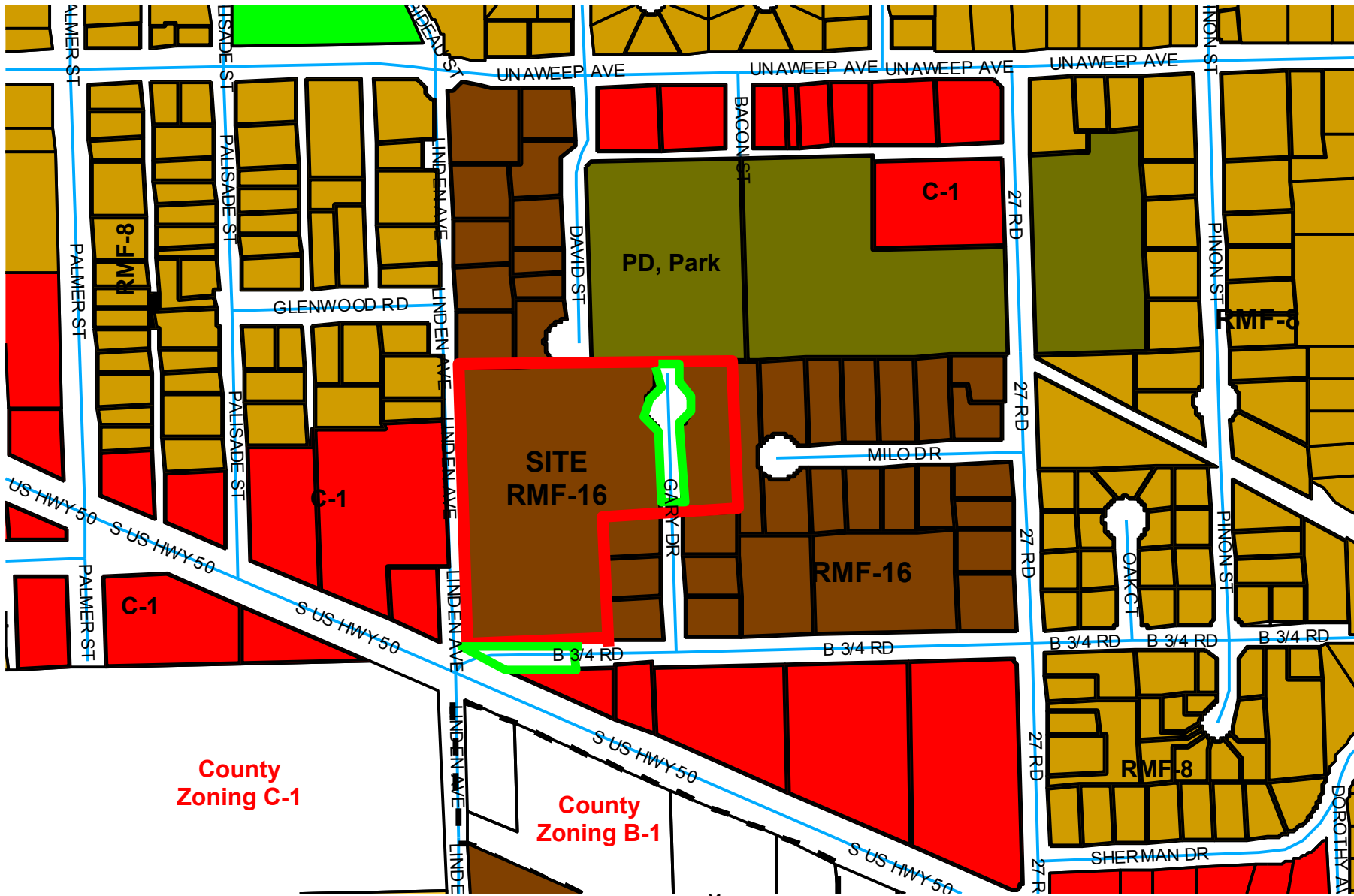
Future Land Use Map

Figure 3



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."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE No. ____

**AN ORDINANCE VACATING A PORTION OF GARY DRIVE AND B $\frac{3}{4}$ ROAD
LOCATED AT THE NORTHEAST CORNER OF LINDEN AVENUE AND B $\frac{3}{4}$ ROAD**

RECITALS:

A request to vacate a portion of the dedicated right-of-way for Gary Drive and B $\frac{3}{4}$ Road has been submitted by the Grand Junction Housing Authority.

The portion of B $\frac{3}{4}$ Road right-of-way to be vacated will be realigned to the north and northwest to Linden Avenue and rededicated as public right-of-way.

The portion of Gary Drive right-of-way to be vacated will be vacated in favor of a public easement which will connect the remaining Gary Drive right-of-way over to David Street right-of-way.

The City Council finds that the request to vacate a portion of the dedicated right-of-way for Gary Drive and B $\frac{3}{4}$ Road is consistent with the Growth Plan, the Grand Valley Circulation Plan and Section 2.11 of the Zoning and Development Code.

The Planning Commission, having heard and considered the request, found the criteria of the Zoning Code to have been met, and recommends that the vacation be approved as requested.

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

The following described dedicated right-of-way for Gary Drive Road and B $\frac{3}{4}$ Road is hereby vacated subject to the listed conditions:

1. Applicants shall pay all recording/documentation fees for the Vacation Ordinance, any easement documents and dedication documents.
2. The Vacation Ordinance will be recorded and shall be effective concurrent with the recordation of the Final Plat.

The following right-of-way is shown on "Street Vacation Exhibit A" as part of this vacation of description.

Dedicated right-of-way for Gary Drive to be vacated:

All that part of the right-of-way of Gary Drive as shown and dedicated on Linden Acres Subdivision Replat lying north of a line between the Northwest corner of Lot 3 and the Northeast corner of Lot 10 of said Linden Acres Subdivision Replat.

The following right-of-way is shown on "Street Vacation Exhibit B" as part of this vacation of description.

Dedicated right-of-way for B $\frac{3}{4}$ Road to be vacated:

That part of the B $\frac{3}{4}$ Road right-of-way situated in the NE1/4 NE1/4 and the SE1/4 NE1/4 of Section 26, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado lying east of the Easterly right-of-way line of U.S. Highway 50, and also east of the East line of the West thirty feet of said NE1/4 NE1/4, and west of the following described line:

Beginning at a point on the existing Northerly right-of-way line of B $\frac{3}{4}$ Road as conveyed in an instrument recorded in Book 785 at Page 403, whence the Mesa County Survey marker for the North one-sixteenth corner on the East line of said Section 26 bears South 88°20'46" East, a distance of 1106.54 feet, with all bearings relative to North 89°53'59" West along the South line of said NE1/4NE1/4;

Thence 79.13 feet along the arc of a 38.00 foot radius on non-tangent curve to the right, through a central angle of 119°18'58", with a chord bearing South 23°43'34" East, a distance of 65.59 feet to the existing Southerly right-of-way line of B $\frac{3}{4}$ Road as conveyed in an instrument recorded in Book 789 at Page 105, the Point of Termination.

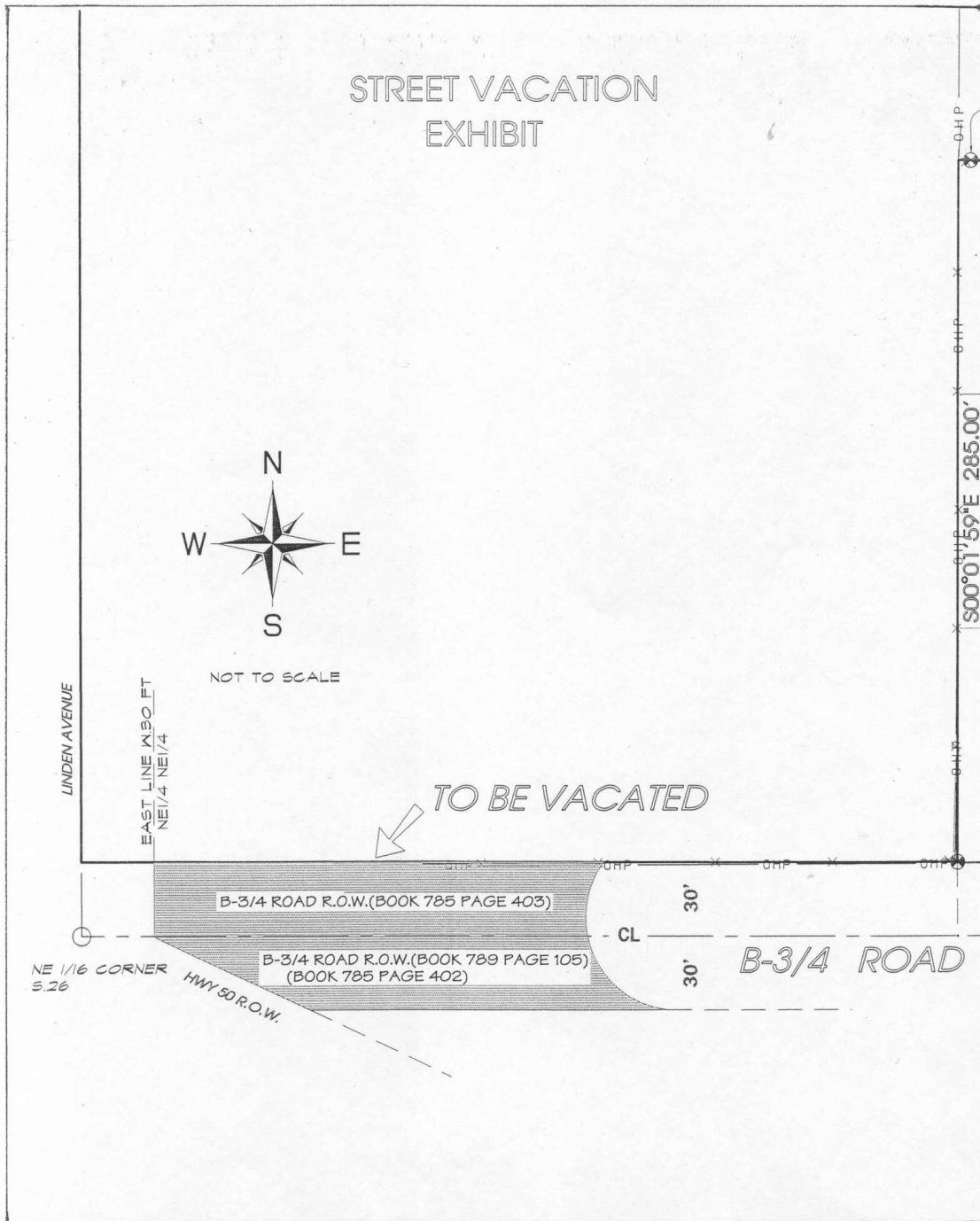
Introduced for first reading on this 15th day of October, 2003

PASSED and ADOPTED this _____ day of _____, 2003.

ATTEST:

President of City Council

City Clerk



Street Vacation Exhibit "B"

Attach 6

**Easement for Grand Valley Irrigation Company – Redlands Parkway Right-of-Way
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
Subject		Resolution Acknowledging a pre-existing GVIC Easement .						
Meeting Date		October 15, 2003						
Date Prepared		October 1, 2003			File # N/A			
Author		Tim Woodmansee		City Real Estate Manager				
Presenter Name		Mark Relph		Director of Public Works & Utilities				
Report results back to Council		<input checked="" type="checkbox"/>	No		Yes	When		
Citizen Presentation			Yes	<input checked="" type="checkbox"/>	No	Name		
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda			<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: The proposed resolution will authorize the City Manager to sign an acknowledgment of an historic easement relating to the Grand Valley Irrigation Company’s Independent Ranchmens Ditch, piped across the Mesa Mall property and the Redlands Parkway right-of-way.

Budget: No fiscal impact.

Action Requested/Recommendation: Adopt Resolution Authorizing the City Manager to acknowledge the existence of the Ranchmens Ditch and the related easement.

Attachments: Vicinity Map; Proposed Resolution.

Background Information: In 1978, when Mesa Mall was being developed, a portion of the Grand Valley Irrigation Company’s Independent Ranchmens Ditch was buried in a pipe that traverses the Mall property and what was then Mesa County’s right-of-way for the Redlands Parkway, leading to Leach Creek. It was discovered during the design phase of the proposed Krispy Kreme development that the proposed easement for the pipe did not match where the pipe was actually constructed. Further, it now appears that the final as-builts were never completed, and thus the easement document was never recorded.

In order for the Krispy Kreme site to be developed, a correct 50 foot-wide easement centered on the actual pipe location needs to be recorded. The Mall owner is negotiating with GVIC so that a correct easement can be recorded. GVIC has asked that the City formally acknowledge an easement for the existing piped Ranchmens Ditch as well, so that GVIC will finally obtain a recorded easement.

The proposed resolution will acknowledge the historical usage of the Independent Ranchmens Ditch, and the pipe that is buried under the Redlands Parkway on ramp right-of-way.

Prescriptive GVIC EASEMENT

Vicinity Map



24 Road

Mesa Mall

Proposed Easement

Independent Ranchmens Ditch

Krispy Kreme Site

Hwy 6 & 50

RESOLUTION NO. _____-03

ACKNOWLEDGING A HISTORICAL BURIED PIPE, AND ASSOCIATED EASEMENT FOR A BURIED PORTION OF THE INDEPENDENT RANCMENS DITCH THAT CROSSES A PORTION OF CITY RIGHT OF WAY FOR THE REDLANDS PARKWAY.

Recitals.

- A. The City owns right-of-way for public utilities and improvements associated with the Redlands Parkway.
- B. The portion of the Grand Valley Irrigation Company's Independent Ranchmens Ditch that crosses the Mall and the Redlands Parkway, and then discharging into Leach Creek was buried at the time of the development of the Mall.
- C. It appears that no easement has ever been recorded regarding this portion of the Ditch. It is undisputed that the Ditch has been in existence for many decades in its present location
- D. The City desires to assist GVIC is properly describing an easement for said portion of the Ditch that can then be recorded.

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

That the City Manager of the City is hereby authorized to acknowledge the long-standing existence and the location of the described portion of the Independent Ranchmens Ditch and to execute appropriate documents, for the benefit of the Grand Valley Irrigation Company.

PASSED and ADOPTED this 15th day of October, 2003.

Attest:

President of the Council

City Clerk

Attach 7

**Setting a Hearing to Create Alley Improvement District 2004
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	A resolution declaring Council's intent to create Alley Improvement District No. ST-2004					
Meeting Date	October 15, 2003					
Date Prepared	October 8, 2003				File #	
Author	Michael Grizenko			Real Estate Technician		
Presenter Name	Mark Relph			Public Works and Utilities Director		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

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

- East/West Alley from 14th to 15th, between Elm Avenue and Texas Avenue
- East/West Alley from 2nd to 3rd, between Chipeta Avenue and Ouray Avenue
- East/West Alley from 8th to Cannell, between Mesa Avenue and Hall Avenue
- "T" shaped Alley from 13th to 15th, between Kennedy Avenue and Elm Avenue
- East/West Alley from 2nd to 3rd, between Teller Avenue and Belford Avenue
- "T" shaped Alley from 7th to Cannell, between Kennedy Avenue and Elm Avenue

A public hearing is scheduled for the November 19th, 2003 City Council meeting.

Budget:

Anticipated 2004 Alley Budget	\$350,000
Est. carry forward from 2003 Alley Budget	\$ <u>46,378</u>
Total Available Funds	\$396,378
Estimated Cost to construct 2004 Alleys	\$387,034
Estimated Balance	\$ 9,344

Action Requested/Recommendation: Adopt resolution and set a hearing for November 19, 2003.

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

Background Information: Peoples Ordinance No. 33 authorizes the City Council to create improvement districts and levy assessments when requested by a majority of the owners of the property to be assessed. All petitions have been signed by a majority of the owners. Council may also establish assessment rates by resolution. The present

rates for alleys are \$8.00 per abutting foot for residential single-family uses, \$15.00 per abutting foot for residential multi-family uses, and \$31.50 per abutting foot for non-residential uses.

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT

13th STREET TO 15th STREET KENNEDY AVENUE TO ELM AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Michael & Christine Bonds	140.00	\$15.00	\$2,100.00
• Richard Polzin	60.00	\$ 8.00	\$ 480.00
• Ann Marie Lamphere	50.00	\$ 8.00	\$ 400.00
Norma Frost	60.00	\$ 8.00	\$ 480.00
John Peeso	60.00	\$ 8.00	\$ 480.00
• Barbara Scott	50.00	\$ 8.00	\$ 400.00
• Steve Frame	50.00	\$ 8.00	\$ 400.00
• Jeremy & Amber Sigler	50.00	\$ 8.00	\$ 400.00
• Lynn & L. Taylor	115.20	\$ 8.00	\$ 921.60
Raymond & Mary David	109.20	\$ 8.00	\$ 873.60
Dianna Beltz	75.00	\$15.00	\$1,125.00
• Douglas Walsh	55.00	\$ 8.00	\$ 440.00
R. S. & Terrie Requa	60.00	\$ 8.00	\$ 480.00
Clay Reichardt	60.00	\$ 8.00	\$ 480.00
Mary Jo Stanislawski	160.00	\$15.00	\$2,400.00
• Max Martinez & Jennifer Sparks	50.00	\$ 8.00	\$ 400.00
• Mary Ann McCrea	50.00	\$ 8.00	\$ 400.00
• Stancyn Enterprises	50.00	\$ 8.00	\$ 400.00
Pat Stucker	147.35	\$ 8.00	\$1,178.80
Gerald Hall	50.00	\$ 8.00	\$ 400.00
R & R Company (Ray Marasco)	<u>87.35</u>	\$ 8.00	<u>\$ 698.80</u>
TOTAL			\$15,337.80
ASSESSABLE FOOTAGE	1,589.10		

Estimated Cost to Construct \$ 87,875.00

Absolute Cost to Owners \$ 15,337.80

Estimated Cost to City \$ 72,537.20

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

- Indicates property owners signing petition = 11/21 or 52% of owners & 45% of abutting footage.

SUMMARY SHEET

**PROPOSED ALLEY IMPROVEMENT DISTRICT
14TH STREET TO 15TH STREET
ELM AVENUE TO TEXAS AVENUE**

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Tom & Sara Burchell, et.al.	45.00	\$ 8.00	\$ 360.00
• Viola Crone	75.00	\$ 8.00	\$ 600.00
• Nicklas Beightel	50.00	\$ 8.00	\$ 400.00
Craig & Anne Bowman	50.00	\$ 8.00	\$ 400.00
Sunbelt Environmental Corp	95.75	\$ 8.00	\$ 766.00
• Connie Badini	90.00	\$15.00	\$1,350.00
• David Hall	70.00	\$ 8.00	\$ 560.00
• Kendra Kleeman	50.00	\$ 8.00	\$ 400.00
Katherine Zeck & Elizabeth Zollner	50.00	\$ 8.00	\$ 400.00
George Ziegler	55.75	\$ 8.00	\$ 446.00
TOTAL			\$5,682.00
ASSESSABLE FOOTAGE	631.50		

Estimated Cost to Construct	\$ 35,292.50
Absolute Cost to Owners	<u>\$ 5,682.00</u>
Estimated Cost to City	\$ 29,610.50

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

- Indicates property owners signing petition = 6/10 or 60% of owners & 60% of abutting footage.

SUMMARY SHEET

**PROPOSED ALLEY IMPROVEMENT DISTRICT
2nd STREET TO 3rd STREET
CHIPETA AVENUE TO OURAY AVENUE**

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Carolyn Queal	50.00	\$ 8.00	\$ 400.00
Mary Lou Hambright & Sue Petty	50.00	\$ 8.00	\$ 400.00
Martin & Ulrike Magdalenski	50.00	\$ 8.00	\$ 400.00
• Chuck Buderus	50.00	\$ 8.00	\$ 400.00
• James & Allison Blevins	50.00	\$ 8.00	\$ 400.00
• David Hall	25.00	\$ 8.00	\$ 200.00
• David Hall	25.00	\$ 8.00	\$ 200.00
Thomas Watson	50.00	\$15.00	\$ 750.00
• Jason Whitesides & Natalie Clark	50.00	\$ 8.00	\$ 400.00
• Lee Ann Blaney	50.00	\$ 8.00	\$ 400.00
Gordon & Gayle Zimmerman	50.00	\$ 8.00	\$ 400.00
• Lee Ann Blaney	50.00	\$ 8.00	\$ 400.00
Bryan Thorman	50.00	\$ 8.00	\$ 400.00
Carman Herrick	50.00	\$ 8.00	\$ 400.00
• Richard Owens	25.00	\$ 8.00	\$ 200.00
• Richard Owens	25.00	\$ 8.00	\$ 200.00
Shay Reeves & Barbara Hunt	50.00	\$15.00	\$ 750.00
Brian & Tammy Mattfield	40.00	\$ 8.00	\$ 320.00
Brian & Tammy Mattfield	<u>10.00</u>	\$ 8.00	<u>\$ 80.00</u>
TOTAL			\$7,100.00
ASSESSABLE FOOTAGE	800.00		

Estimated Cost to Construct	\$ 42,750.00
Absolute Cost to Owners	<u>\$ 7,100.00</u>
Estimated Cost to City	\$ 35,650.00

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

- Indicates property owners signing petition = 10/19 or 53% of owners & 50% of abutting footage.

SUMMARY SHEET

**PROPOSED ALLEY IMPROVEMENT DISTRICT
8th STREET TO CANNELL
MESA AVENUE TO HALL AVENUE**

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Marvin Svaldi	74.54	\$15.00	\$1,118.10
• Duane & Janet Polk	52.63	\$ 8.00	\$ 421.04
• Dennis Cannon	50.00	\$ 8.00	\$ 400.00
• Daniela Shultz	50.00	\$ 8.00	\$ 400.00
• Terry & Julie Brown	53.00	\$ 8.00	\$ 424.00
• Cynthia Rose & Timothy Jackson	61.00	\$ 8.00	\$ 488.00
Larry Lampshire	61.00	\$ 8.00	\$ 488.00
• Mark & Gi Moon	61.00	\$ 8.00	\$ 488.00
Randy Gallegos & Natalie Clark	122.00	\$ 8.00	\$ 976.00
Susan Lazo	61.54	\$ 8.00	\$ 492.32
Robert Jordan	63.54	\$ 8.00	\$ 508.32
• Marvin Svaldi	88.37	\$15.00	\$1,325.55
Seventh Day Adventist Assoc.	<u>551.30</u>	\$31.50	<u>\$17,365.95</u>
TOTAL			\$24,895.28
ASSESSABLE FOOTAGE	1,349.92		

Estimated Cost to Construct	\$ 68,685.00
Absolute Cost to Owners	<u>\$ 24,895.28</u>
Estimated Cost to City	\$ 43,789.72

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

- Indicates property owners signing petition = 8/13 or 62% of owners & 36% of abutting footage.

**SUMMARY SHEET
 PROPOSED ALLEY IMPROVEMENT DISTRICT
 7TH STREET TO CANNELL AVENUE
 BETWEEN KENNEDY AVENUE & ELM AVENUE**

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
•MARK & KAREN PETERSON	51.53	\$ 8.00	\$ 412.24
MARK & KATE HUSTER	50.00	\$ 8.00	\$ 400.00
•NATHAN & STACY KEEVER	52.00	\$ 8.00	\$ 416.00
PETER ELLINWOOD	58.00	\$ 8.00	\$ 464.00
•CARL STRIPPEL	65.00	\$ 8.00	\$ 520.00
•CALVIN & BRENDA BROWN	75.00	\$ 8.00	\$ 600.00
LENORE BRYANT	50.00	\$ 8.00	\$ 400.00
DOUGLAS & JENNIFER CLARY	50.00	\$ 8.00	\$ 400.00
JEROME GAEDNER, ET.AL.	50.00	\$ 8.00	\$ 400.00
•JOSEPH & KIM MALECKI	75.00	\$ 8.00	\$ 600.00
•THEODORE & LINDA KOEMAN	75.00	\$ 8.00	\$ 600.00
•TONY & M. L. KOVACIC	75.00	\$ 8.00	\$ 600.00
PARTICIA HARRIS	75.00	\$ 8.00	\$ 600.00
MICHAEL & BARBARA HOLLINGSWORTH	125.00	\$ 8.00	\$1,000.00
•EDWARD & SOPHIE DONATELLI (TRUST)	87.00	\$15.00	\$1,305.00
•CINDY KEIRSTEAD	25.00	\$ 8.00	\$ 200.00
•DENNIS O'DWYER	50.00	\$ 8.00	\$ 400.00
ROBERT SAMMONS	50.00	\$31.50	\$1,575.00
PAUL & J. M. QUAM (by CYNTHIA QUAM-PATTERSON)	70.00	\$15.00	\$1,050.00
PAUL & JOHANNA QUAM	75.00	\$ 8.00	\$ 600.00
•BILL & LINDA CLEVINGER	75.00	\$ 8.00	\$ 600.00
EINAR & JUSTINA NELSON	75.00	\$ 8.00	\$ 600.00
•JOE & KAREN MALBERG	75.00	\$ 8.00	\$ 600.00
•JOHN, JANET, & ALTA NOLAND	72.00	\$ 8.00	\$ 576.00
PATRICK & REBECCA MORRICK	72.00	\$ 8.00	\$ 576.00
•GREGORY, ANITA, & CHARLES REICKS	72.00	\$ 8.00	\$ 576.00
MARIE & CARL SANTY	72.00	\$ 8.00	\$ 576.00
SUSIE WHITLOCK	72.00	\$ 8.00	\$ 576.00
•GILES & LORRAINE POULSON	72.00	\$ 8.00	\$ 576.00
•MARK & KAREN PETERSON	69.61	\$ 8.00	\$ 556.88
			\$18,355.12
ASSESSABLE FOOTAGE	2,010.14		

Estimated Cost to Construct \$ 109,681.30

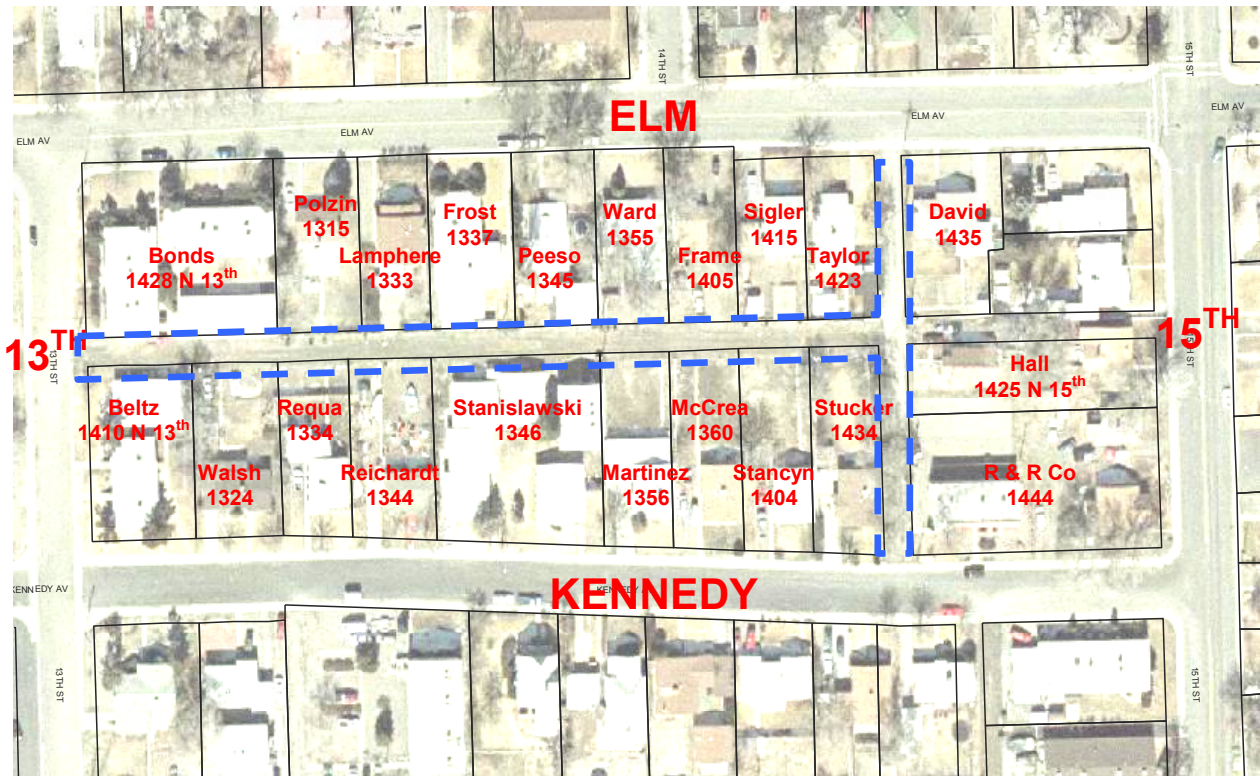
Absolute Cost to Owner \$ 18,355.12

Estimated Cost to City \$ 91,326.80

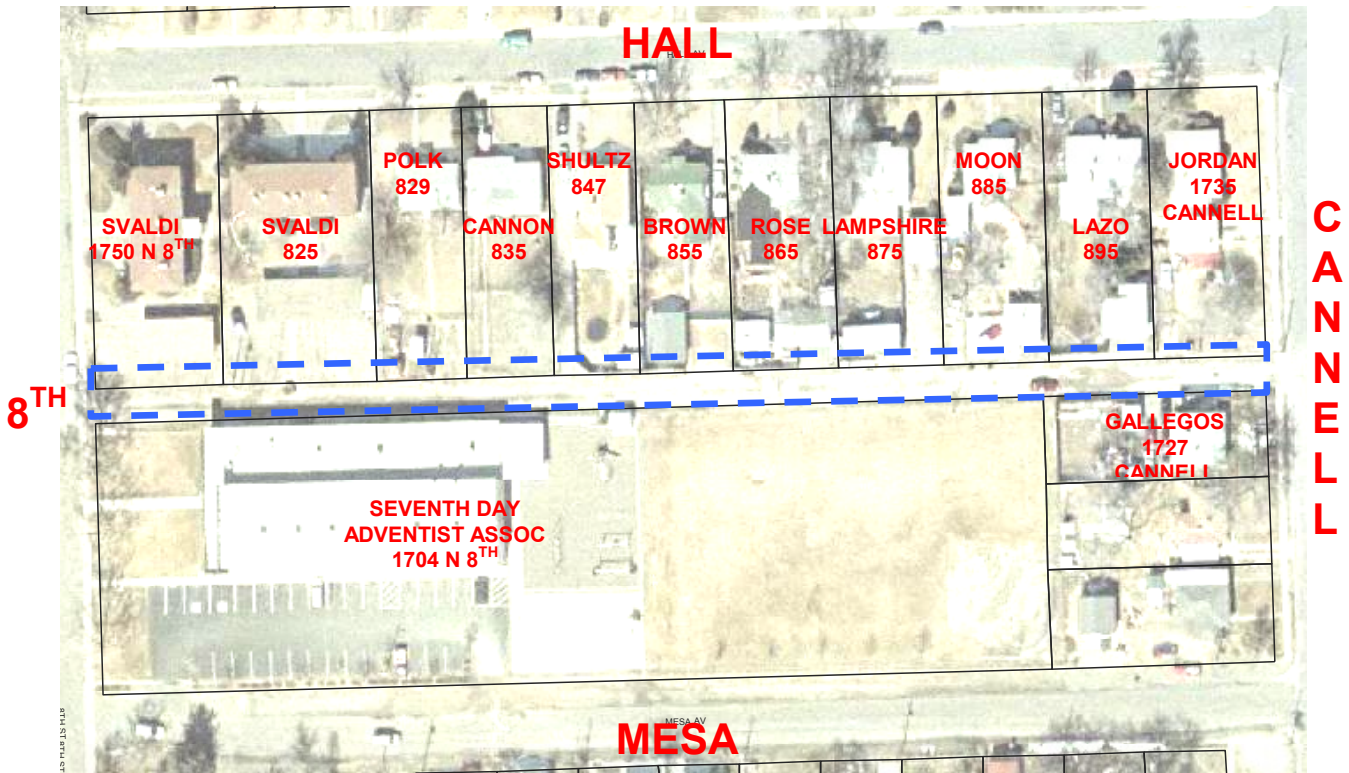
Assessments may be paid in full upon completion of project or may be paid over a ten-year period, in which event, a one-time charge of 6% will be added to the principal balance to which simple interest will accrue at the rate of 8% per annum on the declining balance.

- Indicates property owners signing petition = 16/30 or 53% of owners & 53% of abutting footage.

13th to 15th, Kennedy to Elm

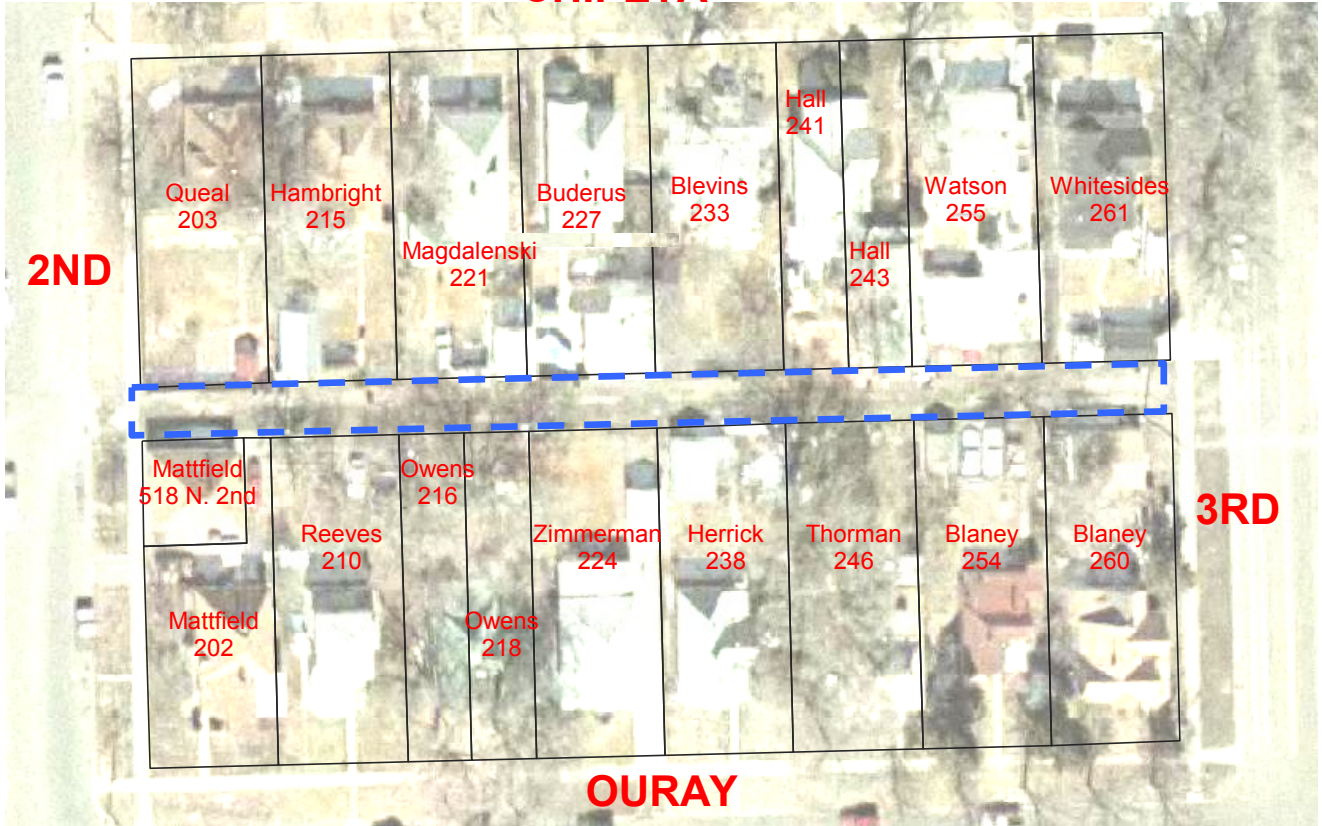


8th to Cannell, Mesa to Hall

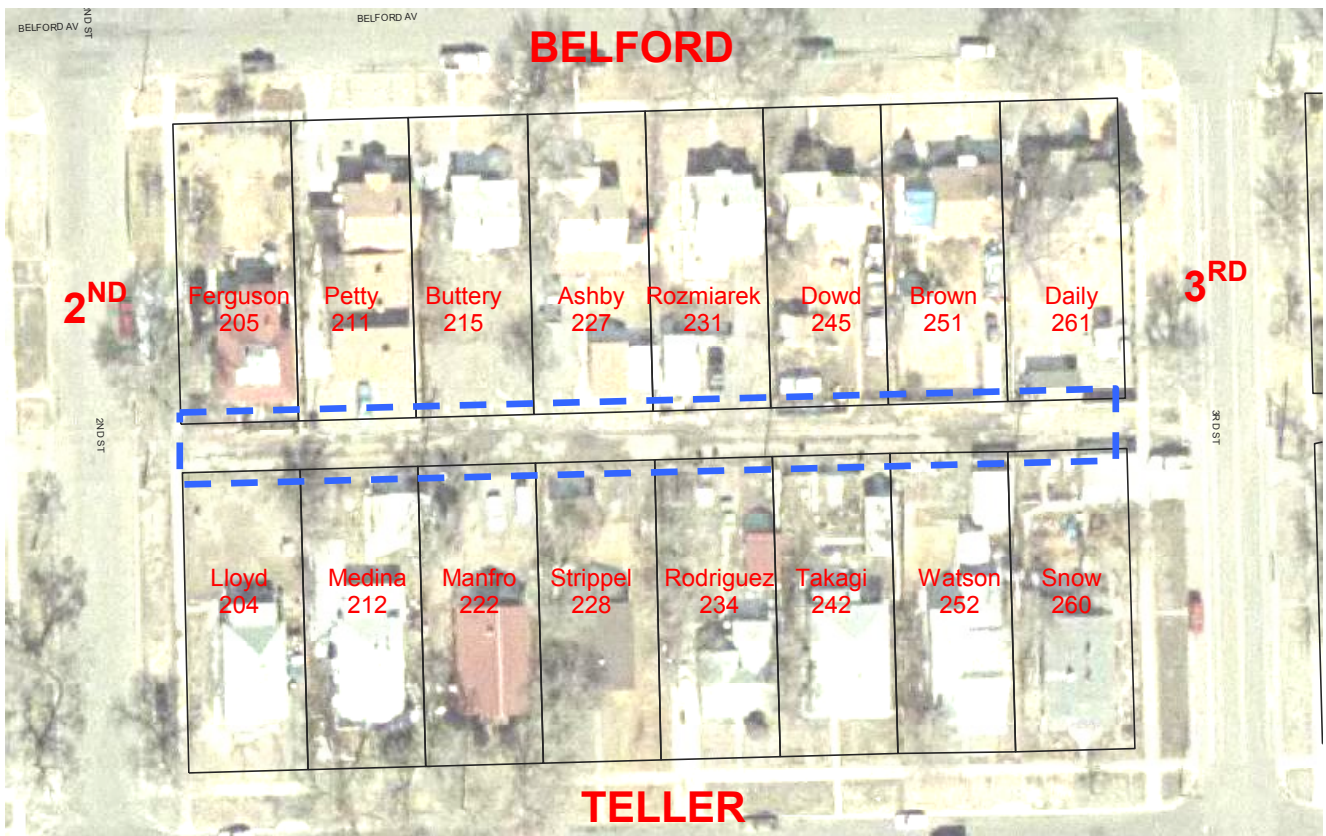


2nd to 3rd, Chipeta to Ouray

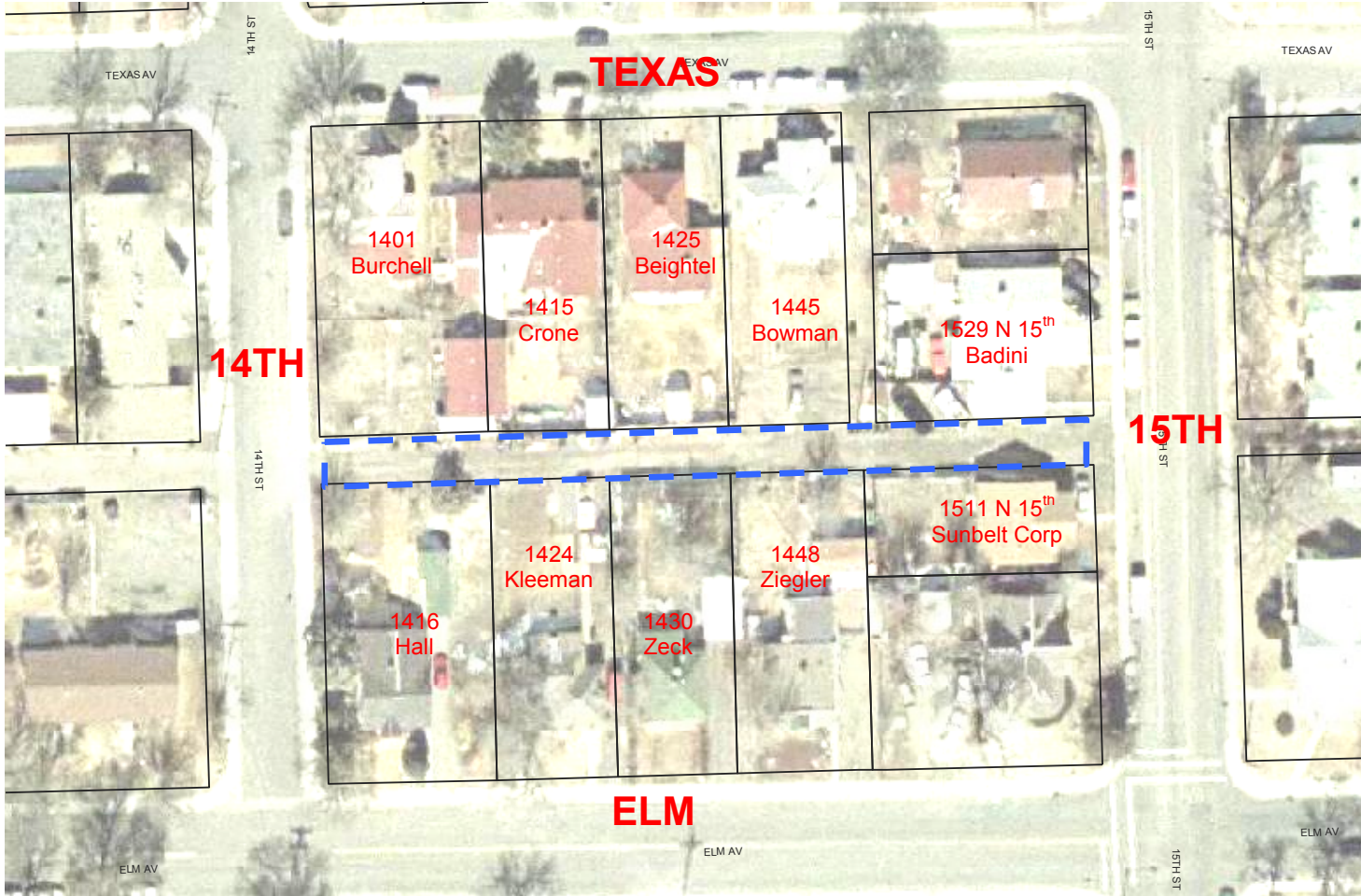
CHIPETA



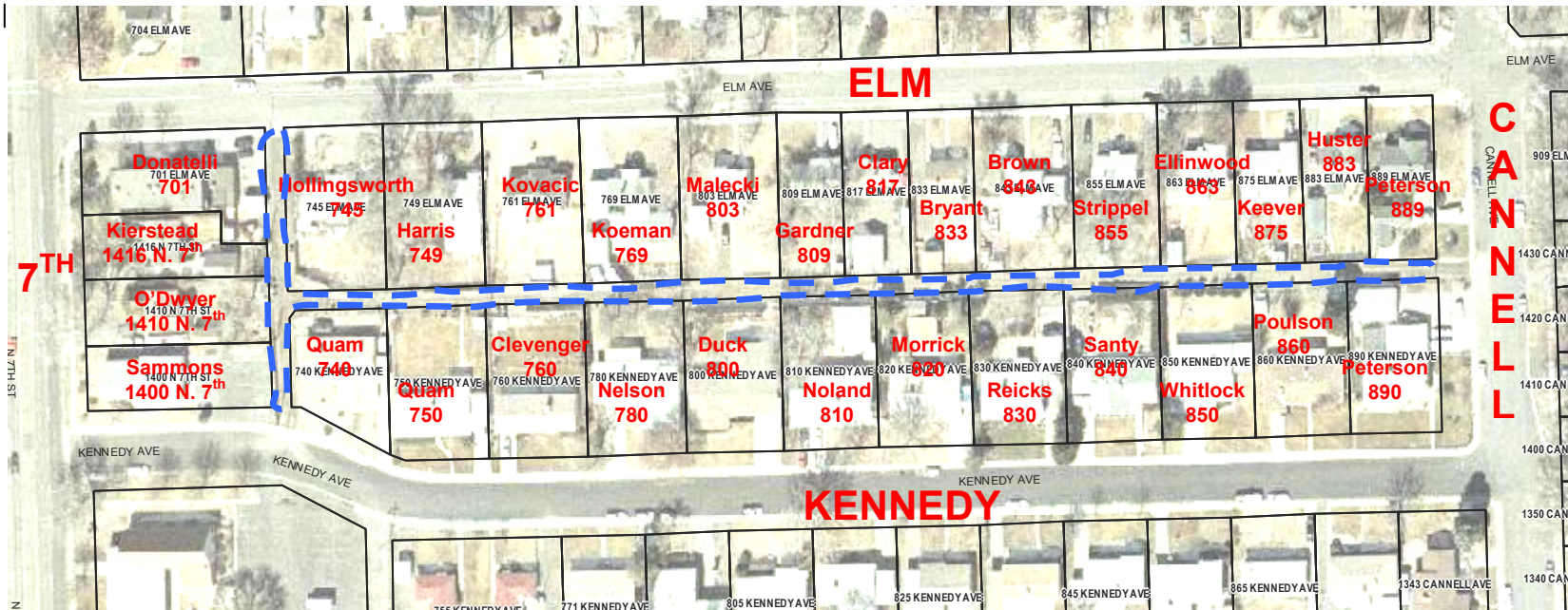
2nd to 3rd, Teller to Belford



14th to 15th, Texas to Elm



7th to Cannell, Kennedy to Elm



RESOLUTION NO. _____

**A RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL
OF THE CITY OF GRAND JUNCTION, COLORADO, TO CREATE
WITHIN SAID CITY ALLEY IMPROVEMENT DISTRICT NO. ST-04 AND
AUTHORIZING THE CITY ENGINEER TO PREPARE
DETAILS AND SPECIFICATIONS FOR THE SAME**

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

Location of Improvements:

- East/West Alley from 14th to 15th, between Elm Avenue and Texas Avenue
- East/West Alley from 2nd to 3rd, between Chipeta Avenue and Ouray Avenue
- East/West Alley from 8th to Cannell, between Mesa Avenue and Hall Avenue
- "T" shaped Alley from 13th to 15th, between Kennedy Avenue and Elm Avenue
- East/West Alley from 2nd to 3rd, between Teller Avenue and Belford Avenue
- "T" shaped Alley from 7th to Cannell, between Kennedy Avenue and Elm Avenue

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

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

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

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

Lots 1 through 4, inclusive; Lots 9 through 12, inclusive; and the south 59.1 ft. of Lot 6 and the north 10.9 ft. of Lot 7; and the south 44.1 ft. of Lot 7, Block 3, Prospect Park Subdivision; and also,
Lots 1 through 32, inclusive, Block 57, City of Grand Junction; and also,
Lots 1 through 11, inclusive, Block 3, Mesa Subdivision; and also
Lots 14 through 22, inclusive, Block 3, Mesa Subdivision; and also
The north 50 ft. of Lots 12 and 13, Block 3, Mesa Subdivision; and also,

Lots 1 through 12, inclusive, Block 1, Henderson Heights Subdivision; and also
 BEG NW COR LOT 7 GRAND VIEW SUB E 60FT S 130FT W 60FT N TO BEG
 EXC ALY ON S; and also
 BEG 60FT E OF NW COR LOT 7 GRAND VIEW SUB S 145.2FT E50FT N
 145.2FT W TO BEG EXC ALY ON S; and also
 BEG 110FT E OF NW COR LOT 7 GRAND VIEW SUB SEC 12 1S 1W E 60FT
 S 125.2FT W 60FT N TO BEG; and also
 E 60FT OF BEG 110FT E OF NW COR LOT 7 GRAND VIEW SUB E 120FT S
 145.2FT W 120FT N TO BEG EXC ALY ON S; and also
 BEG 230 FT E OF NW COR LOT 7 GRAND VIEW SUB E 50FT S 145.2FT W
 50FT N TO BEG EXC ALY ON S; and also
 BEG 280 FT E OF NW COR N2 LOT 7 GRAND VIEW SUB E 50 FT S 135.2FT
 W 50FT N TO BEG EXC ALY ON S; and also
 BEG 330 FT E+10FT S OF NW COR LOT 7 GRAND VIEW SUB E 50FT S
 115.2FT W 50FT N TO BEG EXC ALY ON S; and also
 BEG 380 FT E+10 FT S OF NW COR LOT 7 GRAND VIEW SUB E 50FT S
 115.2FT W 50FT N TO BEG EXC ALY ON S; and also
 BEG 30 FT S & 137.37FT W OF C-L ELM AV & N 15TH ST SEC 12 1S 1W W
 71FT S 118.85FT E 60FT N 49.25FT E 11FT N 69.6FT TO BEG; and also
 BEG 135.2FT S OF NW COR LOT 7 GRAND VIEW SUB E 50FT S TO S LI N2
 LOT 7 W 50FT N TO BEG EXC KENNEDY AVE + EXC ALY ON N + LOT 7 EXC
 W 5FT BLK 1 HENDERSON HEIGHTS SUB; and also
 BEG 110FT E+155.2FT S OF NW COR LOT 7 GRAND VIEW SUB W 60FT S
 TO S LI N2 LOT 7 E 60FT N TO BEG EXC ALY ON N; and also
 BEG 145.2FT S+110FT E OF NW COR LOT 7 GRAND VIEW SUB E 120FT S
 138.12FT N86DEG47MINW 120.18FT N 131.38FT TO BEG EXC ALY ON N;
 and also
 BEG 230 FT E+145.2FT S OF NW COR LOT 7 GRAND VIEW SUB E 50FT S
 TO S LI N2 LOT 7 W 50FT N TO BEG EXC ALY ON N; and also
 BEG 330FT E+135.2FT S OF NW COR LOT 7 GRAND VIEW SUB W 50FT S
 TO S LI N2 LOT 7 E 50FT N TO BEG EXC ALY ON N; and also
 BEG 330FT E+135.2FT S OF NW COR LOT 7 GRAND VIEW SUB E 50FT S
 TO S LI N2 LOT 7 W 50FT N TO BEG EXC ALY ON N; and also
 BEG 380FT E+135.2FT S OF NW COR LOT 7 GRAND VIEW SUB E 50FT S
 TO S LI N2 LOT 7 W 50FT N TO BEG EXC ALY ON N; and also
 N 50FT OF S 180FT OF E 231.6FT OF NE4 LOT 7 GRAND VIEW SUB EXC
 ALY ON N + EXC 20FT ALY ON W; and also
 N 50FT OF S 130FT OF E 231.6FT OF NE4 LOT 7 GRAND VIEW SUB + S
 80FT OF E 231.6FT OF N2 LOT 7 GRAND VIEW SUB EXC KENNEDY AVE +
 EXC 20FT ALLEY ON W; and also,
 Lots 1 through 32, inclusive, Block 13, City of Grand Junction; and also,
 Lots 14 through 32, inclusive, Elm Avenue Subdivision, City of Grand Junction;
 and also
 Lots 1 through 12, Amended Kennedy Subdivision, City of Grand Junction.
 All in the City of Grand Junction, Mesa County, Colorado.

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

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

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

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

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

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

The total amount of assessable footage for properties receiving the single-family residential rate is estimated to be 5,694.45 feet, the total amount of assessable footage for properties receiving the multi-family residential rate is estimated to be 934.91 feet and the total amount of assessable footage receiving the non-residential rate is estimated to be 601.3 feet.

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

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

5. That Notice of Intention to Create said Alley Improvement District No. ST-04, and of a hearing thereon, shall be given by advertisement in one issue of The Daily Sentinel, a newspaper of general circulation published in said City, which Notice shall be in substantially the form set forth in the attached "**NOTICE**".

NOTICE

OF INTENTION TO CREATE ALLEY IMPROVEMENT DISTRICT NO. ST-04, IN THE CITY OF GRAND JUNCTION, COLORADO, AND OF A HEARING THEREON

PUBLIC NOTICE IS HEREBY GIVEN, pursuant to the request of a majority of the affected property owners, to the owners of real estate in the district hereinafter described and to all persons generally interested that the City Council of the City of Grand Junction, Colorado, intends to create Alley Improvement District No. ST-04 in said City for the purpose of reconstructing and paving certain alleys to serve the properties hereinafter described, which lands are to be assessed with the cost of the improvements, to wit:

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

Lots 1 through 4, inclusive; Lots 9 through 12, inclusive; and the south 59.1 ft. of Lot 6 and the north 10.9 ft. of Lot 7; and the south 44.1 ft. of Lot 7, Block 3, Prospect Park Subdivision; and also,
Lots 1 through 32, inclusive, Block 57, City of Grand Junction; and also,
Lots 1 through 11, inclusive, Block 3, Mesa Subdivision; and also
Lots 14 through 22, inclusive, Block 3, Mesa Subdivision; and also
The north 50 ft. of Lots 12 and 13, Block 3, Mesa Subdivision; and also,
Lots 1 through 12, inclusive, Block 1, Henderson Heights Subdivision; and also
BEG NW COR LOT 7 GRAND VIEW SUB E 60FT S 130FT W 60FT N TO BEG EXC ALY ON S; and also
BEG 60FT E OF NW COR LOT 7 GRAND VIEW SUB S 145.2FT E 50FT N 145.2FT W TO BEG EXC ALY ON S; and also
BEG 110FT E OF NW COR LOT 7 GRAND VIEW SUB SEC 12 1S 1W E 60FT S 125.2FT W 60FT N TO BEG; and also
E 60FT OF BEG 110FT E OF NW COR LOT 7 GRAND VIEW SUB E 120FT S 145.2FT W 120FT N TO BEG EXC ALY ON S; and also
BEG 230 FT E OF NW COR LOT 7 GRAND VIEW SUB E 50FT S 145.2FT W 50FT N TO BEG EXC ALY ON S; and also
BEG 280 FT E OF NW COR N2 LOT 7 GRAND VIEW SUB E 50 FT S 135.2FT W 50FT N TO BEG EXC ALY ON S; and also
BEG 330 FT E+10FT S OF NW COR LOT 7 GRAND VIEW SUB E 50FT S 115.2FT W 50FT N TO BEG EXC ALY ON S; and also
BEG 380 FT E+10 FT S OF NW COR LOT 7 GRAND VIEW SUB E 50FT S 115.2FT W 50FT N TO BEG EXC ALY ON S; and also
BEG 30 FT S & 137.37FT W OF C-L ELM AV & N 15TH ST SEC 12 1S 1W W 71FT S 118.85FT E 60FT N 49.25FT E 11FT N 69.6FT TO BEG; and also
BEG 135.2FT S OF NW COR LOT 7 GRAND VIEW SUB E 50FT S TO S LI N2 LOT 7 W 50FT N TO BEG EXC KENNEDY AVE + EXC ALY ON N + LOT 7 EXC W 5FT BLK 1 HENDERSON HEIGHTS SUB; and also

BEG 110FT E+155.2FT S OF NW COR LOT 7 GRAND VIEW SUB W 60FT S TO S LI N2 LOT 7 E 60FT N TO BEG EXC ALY ON N; and also
 BEG 145.2FT S+110FT E OF NW COR LOT 7 GRAND VIEW SUB E 120FT S 138.12FT N86DEG47MINW 120.18FT N 131.38FT TO BEG EXC ALY ON N; and also
 BEG 230 FT E+145.2FT S OF NW COR LOT 7 GRAND VIEW SUB E 50FT S TO S LI N2 LOT 7 W 50FT N TO BEG EXC ALY ON N; and also
 BEG 330FT E+135.2FT S OF NW COR LOT 7 GRAND VIEW SUB W 50FT S TO S LI N2 LOT 7 E 50FT N TO BEG EXC ALY ON N; and also
 BEG 330FT E+135.2FT S OF NW COR LOT 7 GRAND VIEW SUB E 50FT S TO S LI N2 LOT 7 W 50FT N TO BEG EXC ALY ON N; and also
 BEG 380FT E+135.2FT S OF NW COR LOT 7 GRAND VIEW SUB E 50FT S TO S LI N2 LOT 7 W 50FT N TO BEG EXC ALY ON N; and also
 N 50FT OF S 180FT OF E 231.6FT OF NE4 LOT 7 GRAND VIEW SUB EXC ALY ON N + EXC 20FT ALY ON W; and also
 N 50FT OF S 130FT OF E 231.6FT OF NE4 LOT 7 GRAND VIEW SUB + S 80FT OF E 231.6FT OF N2 LOT 7 GRAND VIEW SUB EXC KENNEDY AVE + EXC 20FT ALLEY ON W; and also,
 Lots 1 through 32, inclusive, Block 13, City of Grand Junction; and also,
 Lots 14 through 32, inclusive, Elm Avenue Subdivision, City of Grand Junction;
 and also
 Lots 1 through 12, Amended Kennedy Subdivision, City of Grand Junction; and also
 All in the City of Grand Junction, Mesa County, Colorado.

Location of Improvements:

- East/West Alley from 14th to 15th, between Elm Avenue and Texas Avenue
- East/West Alley from 2nd to 3rd, between Chipeta Avenue and Ouray Avenue
- East/West Alley from 8th to Cannell, between Mesa Avenue and Hall Avenue
- “T” shaped Alley from 13th to 15th, between Kennedy Avenue and Elm Avenue
- East/West Alley from 2nd to 3rd, between Teller Avenue and Belford Avenue
- “T” shaped Alley from 7th to Cannell, between Kennedy Avenue and Elm Avenue

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

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

Properties located within any zone other than residential and properties which are used and occupied for any purpose other than residential shall be assessed \$31.50

per abutting foot; provided, however, that existing multi-family uses within a non-residential zone shall be assessed at the multi-family rate of \$15.00 per abutting foot;

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

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

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

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

The total amount of assessable footage for properties receiving the single-family residential rate is estimated to be 5,694.45 feet, and the total amount of assessable footage for properties receiving the multi-family residential rate is estimated to be 934.91 feet, and the total amount of assessable footage receiving the non-residential rate is 601.3 feet.

To the total assessable cost of \$78,120.20 to be borne by the property owners, there shall be added a one time charge of six percent (6%) for costs of collection and other incidentals. The said assessment shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such cost shall have become final, and if paid during such period, the amount(s) added for costs of collection and other incidentals shall be deducted; provided however, that failure by any owner(s) to pay the whole assessment within said thirty (30) day period shall be conclusively considered as an election on the part of said owner(s) to pay the assessment, together with an additional six percent (6%) one-time charge for cost of collection and other incidentals, which shall be added to the principal payable in ten (10) annual installments which shall become due upon the same date upon which general taxes, or the first installment thereof, are by the laws of the State of Colorado, made payable. Simple interest at the rate of eight percent (8%) per annum shall be charged on unpaid installments.

On November 19th, 2003, at the hour of 7:30 o'clock P.M. in the City Council Chambers in City Hall located at 250 North 5th Street in said City, the Council will consider testimony that may be made for or against the proposed improvements by the owners of any real estate to be assessed, or by any person interested.

A map of the district, from which the share of the total cost to be assessed upon each parcel of real estate in the district may be readily ascertained, and all proceedings of the Council, are on file and can be seen and examined by any person interested

therein in the office of the City Clerk during business hours, at any time prior to said hearing.

Dated at Grand Junction, Colorado, this _____ day of _____, 2003.

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

By: _____
City Clerk

PASSED and **ADOPTED** this _____ day of _____, 2003.

President of the Council

Attest:

City Clerk

Attach 8
Lease of City-Owned Parking Lot at 2nd and Pitkin
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Lease of City-Owned Parking Lot at 2 nd and Pitkin					
Meeting Date	October 15, 2003					
Date Prepared	October 3, 2003				File #	
Author	Seth Hoffman			Administration Intern		
Presenter Name	Seth Hoffman Jamie Kreiling			Administration Intern Staff Attorney		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X		Formal Agenda	X	Consent
						Individual Consideration

Summary: City staff has negotiated a contract with Simmons Lock and Key, 322 S. 2nd, to lease a city-owned lot across the street from their business for parking. Because the parcel may be required for future improvements at the curve of Pitkin Avenue, selling the property is not an option.

Budget: If approved, the City will receive \$1,200 a year in lease payments. Approximately \$1,800 was spent on improvements to the lot which included grading, surfacing and striping. Annual maintenance costs are expected to be minimal.

Action Requested/Recommendation: Adopt a resolution authorizing the City Manager to sign a contract leasing the city-owned lot at 2nd and Pitkin for \$100 per month to Simmons Lock and Key.

Attachments: Aerial view of parking lot; Resolution; draft of lease agreement

Background Information: Until it was surfaced in September 2003, this parcel has been an unimproved dirt parking lot that oftentimes was very unsightly when poor drainage created very large mud puddles. The businesses in the area have historically used the lot for employee and customer parking without compensating the City. It was the City's goal to clean up the parcel at minimal cost and earn revenue if possible.

City staff surveyed businesses in the area to find out if any would be interested in leasing the lot, and found that only Simmons was interested in leasing more than 1 or 2 spaces. Simmons does not need all the parking stalls in the lot and has agreed to sub-lease the spaces in the lot for not more than \$10 each per month.

Though the term of the lease is 24 months, Simmons has the option to renew for another 12 months should they choose to do so.

Aerial View of Lot and 2nd and Pitkin



RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE LEASE OF A CITY-OWNED LOT AT 2ND AND
PITKIN AVENUE BY SIMMONS LOCK AND KEY, INC.**

WHEREAS, the City has negotiated an agreement for Simmons Lock and Key, Inc. to lease certain real property located at the northwest corner of 2nd and Pitkin Avenue from the City for use as a parking lot; and

WHEREAS, the City Council deems it necessary and appropriate that the City lease said property to Simmons Lock and Key, Inc.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned lot at 2nd and Pitkin Avenue for \$100.00 per month to Simmons Lock and Key, Inc.

PASSED and ADOPTED this _____ day of October 2003.

The City Council of the City of Grand Junction

By: _____
Council President, Jim Spehar

Attest: _____
Stephanie Tuin, City Clerk

LEASE AGREEMENT

This lease made and entered into this ____ day of _____ 2003, by and between the City of Grand Junction, a Colorado home rule municipality and hereinafter referred to as the "City", and Simmons Lock and Key, Inc., hereinafter referred to as the "Lessee."

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Premises:

City who owns and controls certain real property hereby leases to Lessee, under the terms and condition of this Lease, the following real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 13 thru 17 in Block 134 of the Original Plat of the City of Grand Junction, and hereinafter referred to as the "Property".

2. Purpose:

The Property shall be used as a parking lot. It is the intent of the parties to provide Lessee with no less than 10 parking spaces at this location. City shall provide grading and striping at the commencement of the Lease term. Lessee shall not use nor intentionally permit the Property to be used in any manner contrary to the laws of the United States of America, the State of Colorado, the County of Mesa, the City of Grand Junction, or any other entity or jurisdiction having authority over uses conducted upon the Property.

3. Term of the Lease:

Subject to and upon the terms and conditions set forth herein, this lease shall continue in force for a term of twenty-four (24) consecutive months commencing on the _____, and ending on the _____, unless cancelled or terminated earlier as hereinafter provided. If Lessee performs as required pursuant to this Lease and as part of the consideration for this agreement, the City hereby gives to Lessee an option to extend this Lease for an additional twelve (12) consecutive months ("Extended Term"). In order to exercise an option for the Extended term, the Lessee shall give written notice to the City of its intention to exercise the option not less than thirty (30) days prior to the expiration of the first term.

4. Annual Rent:

The rental rate for the twenty-four (24) month term of this lease is \$2,400.00. The rent shall be paid monthly in the amount of \$100.00. The first payment of \$100.00 shall be

due and payable by Lessee concurrent with Lessee's signing of this Agreement. Each remaining monthly payment shall be made on or before the 15th day of each and every month after until the termination of this lease, without delay. In the event Lessee fails to pay said sum to the City as aforesaid, this Agreement and the lease of the Property to Lessee shall automatically terminate.

Rent checks shall be made payable to:

City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
Attn: Jamie B. Kreiling

5. Improvements, Repairs, & Maintenance:

Lessee represents that Lessee has inspected and examined the Property and accepts it in its present condition, and agrees that City shall not be required to make any improvements upon the Property other than to complete the striping as described in §2.

Lessee further affirms that the condition of the Property is sufficient for the purposes of Lessee. The City makes no warranties or promises, either express or implied, that the Property is sufficient for the purposes of Lessee.

Lessee may make improvements to the Property only with prior written consent from the City. Unless otherwise agreed by the parties, all improvements placed on or attached to the Property shall become part of the Property and shall be the sole and separate property of the City. Lessee agrees to make all improvements at Lessee's sole cost and expense, and agrees to keep the premises clean, safe and in good order and condition, including, but not limited to, the removal of all weeds, trash, litter, and debris, at all times during the term. Upon expiration of this Lease, or at any earlier termination, the Lessee will quit and surrender possession of the Property peaceably and in as good order and condition as the Property was at the commencement of the term, reasonable wear and tear and/or damage by the elements excepted; Lessee further agrees to leave the premises free from all nuisance and dangerous and defective conditions.

Upon receipt of notice in writing from Lessee, the City agrees to maintain the surface of the lot in a condition comparable to that which existed at the commencement of the lease or when the City determines that repairs are necessary, except if the repairs are required due to lessee's or lessee's employees, agents, sublessees, licensees and/or guests purposeful negligence. The City shall not repair or maintain the lot more often than annually, unless the City determines it is necessary to do so more often. All other repairs shall be made by Lessee at its sole cost and expense at all times while this lease is in effect.

6. Taxes:

This Lease may create possessory interests which are subject to the payment of taxes levied on such interests. It is understood and agreed that all taxes which become due and payable upon the Property or upon fixtures, equipment or other property installed or constructed thereon, shall be the full responsibility of Lessee. Any such taxes shall be paid prior to delinquency.

7. Insurance and Liability:

Lessee hereby releases, covenants not to bring suit, and agrees to indemnify, defend, and hold the City and the City's officers, employees, agents and assets harmless from any and all claims, costs, judgments, awards or liability, including attorneys' fees and costs to any person or with regard to any property, including claims arising from injury or death, resulting from Lessee's, his or her agents, or employees, guests, invitees or sublessees' use and occupancy of the Property. The foregoing indemnification obligations shall extend to claims which are not reduced to a suit and any claim which may be compromised by Lessee prior to the culmination of any litigation or the institution of any litigation. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of the Lease and this Agreement.

Lessee shall purchase and at all times of this Lease maintain in effect suitable comprehensive general liability insurance which will protect the City and the City's officers, employees and agents 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, but not limited to, Lessee and Lessees' employees, agents, sublessees, licensees and guests. Such insurance shall not be cancelled without thirty (30) days prior written notice to the City and shall be written for at least a minimum of One Million Dollars (\$1,000,000.00), combined single limit. The certificate of insurance shall be deposited with the Risk Manager of the City and must designate "The City of Grand Junction, its officers, employees and agents" as additional insureds. If a policy approved by the Risk Manager of the City is not at all times in full force and effect, this Lease shall automatically terminate and Lessee shall immediately vacate and remove its property from the Property.

8. Assignment and Mortgage:

Lessee shall not assign its responsibilities under this contract to others. The Property shall not be sublet by Lessee in its entirety. However, Lessee may sublet individual parking spaces to others at a cost of no more than Ten Dollars (\$10.00) per space per month during the term of this lease. If Lessee should sublet parking spaces under this lease to others, then Lessee shall provide a written copy of this Lease to the sublessee.

Lessee shall not hypothecate or mortgage, or pledge this lease in any manner and any attempted hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any mortgagee or pledgee.

In the event that Lessee shall become incompetent, bankrupt, or insolvent, or should a guardian, trustee, or receiver be appointed to administer Lessee's business or affairs, neither this Lease nor any interest here shall become an asset of the guardian, trustee or receiver, and in the event of the appointment of any guardian, trustee, or receiver, this Lease shall immediately terminate and end.

9. Termination by the City:

The City may terminate this lease at any time it should be determined by its City Manager that public necessity and convenience require it to do so, by serving upon Lessee in the manner subsequently provided, a written notice of its election to so terminate, which notice shall be served at least thirty (30) days prior to the date in the notice named for such termination. At the time of granting any sublease, Lessee shall inform any sublessee in writing of the City's right to terminate: Lessee may satisfy this provision by providing such sublessee with a complete copy of this lease.

10. Default:

In the event that Lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions agreed to be kept and performed by Lessee, then in that event, the City may terminate and end this Lease, immediately, and the City may enter upon the Property and remove all persons and property, and Lessee shall not be entitled to any money paid or any part of that money; in the event that the City shall bring a legal action to enforce any of the terms of this Lease, or to obtain possession of the Property by reason of any default of Lessee, or otherwise, Lessee agrees to pay the City for all costs of the legal action that it incurs, including reasonable attorney fees.

11. Waiver:

Waiver by the City of any default in performance by Lessee of any of the terms, covenants, or conditions contained here, shall not be deemed a continuing waiver of that default or any subsequent default.

12. The City May Enter:

Lessee agrees that the City, its agents or employees, may enter upon the premises at any time during the term or any extension of it for the purpose of inspection, digging test holes, making surveys, taking measurements, and doing similar work on the

premises, with the understanding that the work will be performed in such a manner so as not to unreasonably preclude the use of the Property by Lessee.

13. Successors in Interest:

All of the terms, covenants and conditions contained here shall continue, and bind all successors in interest of Lessee.

14. Surrender, Holding Over:

Lessee shall, upon the expiration or termination of this Lease, peaceably surrender the Property to the 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 \$50.00 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 \$50.00 daily fee is an appropriate liquidated damages amount.

15. Entire Agreement:

This lease constitutes the entire agreement between the City and Lessee and no promises or representations, express or implied, either oral or written, not herein set forth shall be binding upon or inure to the benefit of the City and Lessee. This Lease shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both the City and Lessee.

16. Severability:

If any provision of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. 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: City Manager

With Copy to:
City of Grand Junction
Attn: City Attorney

250 North 5th Street
Grand Junction, CO 81501
Fax: (970) 244-1456

250 North 5th Street
Grand Junction, CO 81501
Fax: (970) 244-1456

To Lessee:
Simmons Lock and Key, Inc.
322 S. 2nd Street
Grand Junction, CO 81501
Fax:

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.

18. Applicable Law:

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.

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

Attest:

For the City of Grand Junction,
a Colorado home rule municipality

By: _____
City Clerk

By: _____
City Manager

Attest:

For Simmons Lock & Key, Inc.
a Colorado corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attach 9
Letter Supporting Forest Service GOCO Grant
Please see attached request from the Forest Service.

A draft letter is attached.

15 October 2003

Connie Clementson, District Ranger
Grand Valley Ranger District
2777 Crossroads Boulevard, Unit A
Grand Junction, CO 81506

Dear Ranger Clementson:

We understand the U.S. Forest Service is applying for a Colorado State Trails Grant in order to rehabilitate trails within the Kannah Creek Basin in the Grand Mesa National Forest. This trail project is located within the municipal watershed for the City of Grand Junction and, therefore, is of great interest to the City.

Access in the basin is provided by a system of 11 non-motorized "primitive" trails totaling over 45 miles. During the past 10 years use has increased notably in the basin to now include mountain biking, horseback riding and hiking. The use is especially heavy during the spring and fall which are typically the wettest months of the year. As a result, the condition of the trail system has degraded substantially resulting in more "gullying" and a greater potential for sedimentation of nearby streams.

The City of Grand Junction places a high priority on providing clean water to its residents. The proposed work would emphasize improved drainage, hardened creek crossings and minimizing erosion. Another emphasis would be on reconstructing trails to encourage people to use one route through a section instead of starting a new trail to go around a bog or mud hole. All of these efforts would help protect our water quality by reducing erosion and the subsequent sediment loading that eventually ends up in our reservoir.

Because of these proposed improvements, the City Council supports your grant application. We are hopeful that the Forest Service receives this grant and can begin working soon to correct these concerns. We look forward to working with you on this and future projects.

Sincerely,

Jim Spehar
Mayor



United States
Department of
Agriculture

Forest
Service

Grand Valley
Ranger District

2777 Crossroads Blvd Unit A
Grand Junction, CO 81506
970-242-8211

File Code: 2350

Date: September 23, 2003

CITY OF GRAND JUNCTION
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501

Dear CITY OF GRAND JUNCTION:

The U.S. Forest Service is applying for a Great Outdoors Colorado, State Recreation Trails Grant in order to rehabilitate trails within Kannah Creek Basin on the Grand Mesa National Forest. I would like to enlist your support for this important project. I ask that you write a letter of support stating why Kannah Creek Trails are important to your organization and why you would like the Grand Valley Ranger District to receive a Colorado State Parks Recreation Trail Grant. A letter from you would be a tremendous help and would boost our chances of receiving the grant. I hope the following description of the trail setting, condition, use and proposed work is helpful background information for you.

This trail project is located on the West Slope of the Grand Mesa National Forest in the Kannah Creek Basin Watershed. Kannah Creek Basin, a municipal watershed for the City of Grand Junction, is comprised of approximately 23,000 acres of diverse vegetation across a range of elevations from 6,100 to 9,900 feet. Access into and throughout the basin is provided by a system of 11 non-motorized "primitive" trails totaling over 45 miles. A trip from the bottom to the top of the basin provides an opportunity to hike or ride uphill through Pinyon/Juniper and Sagebrush flats, across Oak brush hillside, through Quaking Aspens and large grass meadows and finally through Spruce and Sub-Alpine Fir forests.

Because of the length of season and the large amount of use the trail receives during the spring and fall (use during the wettest months), the condition of the trail system has reached a point where a level of work above normal maintenance is necessary. Many of the trails have cupped and began to gully in some places 2 to 3 feet deep.

Due to its lower elevations and close proximity to the Grand Valley, Kannah Creek Basin receives use beginning as early as April and often times as late as December. The heaviest amount of use occurs during the spring when valley residents begin to get mountain fever and in the fall as hunters who want to get away from the crowds and enjoy a "pack in" experience, take to the trails. The basin also provides summer fishing opportunities at Blue Lake and Kannah Creek. These trails provide a high level of challenge for mountain bikers and a great ride for equestrians.

Due to the large amount of work required, the project is being divided into Phase I which involves work on the 27 miles of trail located on the Southern Part of the basin and Phase II which will be to complete trail work on the Northern 18 miles of trail.

If the Forest Service receives this grant, we intend to rehabilitate Kannah Creek Trail and all trails to the south (Phase I) at this time. Work includes: fixing resource damage through the



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construction of numerous drainage structures, installation of rock stream fords and hardened horse crossings and implementation of signs at trail junctions and trailheads.

The grant application will be submitted by November 1, 2003 and determination of grant recipients will be made in April of 2004. The letter of support should be sent to: **Grand Valley Ranger District, 2777 Crossroads Blvd Unit A, Grand Junction, CO 81506** by Friday, October 17th

In addition, like many grants, the State Trails Grant also requires a match of funds. If you have if you have any further interest in providing financial support, we would be happy to hear from you. If you have questions please contact Carrie Surber or Loren Paulson at 242-8211. Thank you for your support!

Sincerely,

A handwritten signature in cursive script that reads "Connie Clementson".

CONNIE CLEMENTSON
District Ranger

Attach 10

**Memorandum of Understanding Regarding a Drought Response Plan
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Memorandum of Understanding, regarding a Drought Response Plan						
Meeting Date	October 15, 2003						
Date Prepared	October 7, 2003					File #	
Author	Greg Trainor			Utility Manager			
Presenter Name	Greg Trainor			Utility Manager			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary:

Memorandum of Understanding among the City of Grand Junction, Ute Water Conservancy District, Clifton Water District, and the Town of Palisade to implement a unified Drought Response Plan.

Budget:

See attached.

Action Requested/Recommendation:

Authorization for the Mayor to sign a Memorandum of Understanding among the parties to implement a Valley-wide drought response plan and on-going water conservation education.

Attachments:

Memorandum of Understanding
Drought Response Plan
2004-2005 "water conservation budget" within the Water Services Enterprise Fund

Background Information:

As a result of State-wide drought conditions during the 2001-2002 Water Year, the Grand Valley domestic water providers drafted a Drought Response Plan for the Grand Valley. A draft of the Plan was reviewed with City Council on March 31, 2003 and revisions were suggested by Council to strengthen the Plan. The Plan was reviewed again in the City Council Workshop on August 4, 2003 and approved at that time.

The drought response effort is divided into three-parts:

1. Adoption of a Memorandum of Understanding among the domestic water providers agreeing to a common response to water conservation and drought issues.
2. Development of a “basic plan” that describes commonly agreed-to stages of drought, a common public education/information program, and a common program for restrictions should a severe, or “Stage II”, drought occur.
3. Incorporation of flexibility into the “basic plan” that allows individual providers to go *beyond* the basic program that all are doing in common.

Examples of detail included into the “basic plan” include: “Wise Water Use” messages throughout the community; public education efforts to assist customers in making basic changes in their water use patterns; water audits through the CSU Extension Master Gardener program and utility water service personnel; voluntary water reductions encouraged during a “Stage I” drought; mandatory reductions of governmental usage of water; mandatory water reductions for customers during a severe ‘Stage II drought and, in some cases, total prohibition of outdoor water use; implementation of a water conservation water rate.

Examples of additional actions providers could undertake beyond the “basic plan” include: incentives for reductions of indoor water usage; development of demonstration Xeriscape© -type gardens; policing of outdoor water usage (“soft” education concerning wise water use).

MEMORANDUM OF UNDERSTANDING
BETWEEN
City of Grand Junction
Clifton Water District
Town of Palisade
and
Ute Water Conservancy District.

The parties to this Memorandum of Understanding, the City of Grand Junction, Colorado (CITY), the Clifton Water District (CLIFTON), the Town of Palisade (PALISADE) and the Ute Water Conservancy District (UTE) hereby agree to the following:

1. The purpose of this Memorandum of Understanding is to formalize an understanding of mutual cooperation between the Parties associated with the implementation of a Drought Response Plan.
2. It is paramount to respond to drought conditions by decreasing water use and increasing water supply, thereby preserving water for the current and future demands of the Grand Valley.
3. The parties have cooperatively developed a Drought Response Plan that incorporates a two-stage drought response and implementation of restrictions to reduce water consumption which is attached hereto as "Exhibit A" ..
4. Implementation of the Drought Response Plan is a unified effort. Measures to reduce water use, including mandatory restrictions and a drought rate will be uniformly enacted by all parties.
5. Develop a public information program to educate the public concerning the Drought Response Plan, the importance of water conservation and how to reduce water use.
6. Meet regularly to assess drought conditions and to evaluate the results of the Drought Response Plan.
7. This Memorandum of Agreement may be amended by written agreement between the Parties.
8. This memorandum of Agreement may be terminated by mutual written agreement of the Parties or by any Party upon thirty-day (30) notice to the other Parties.
9. The authority to enter into this Memorandum of Understanding is granted for:
 - a. The City of Grand Junction by Article XX of the Constitution of the State of Colorado, the City's Charter and state statutes.
 - b. The Clifton Water District by CRS 29-1-203.
 - c. The Town of Palisade by CRS 31-15-101.
 - d. The Ute Water Conservancy District by CRS 29-1-203.

Drought Response Plan

**Clifton Water District
City of Grand Junction
Town of Palisade
Ute Water Conservancy District**

April 2003

INTRODUCTION

Drought can be defined as an extended period of below-average precipitation and/or stream flow that stresses a water supply. Drought is a natural, on-going situation in Colorado - a phenomenon that has recurred regularly throughout Colorado's history.

For planning purposes, the City of Grand Junction, Ute Water Conservation District, Clifton Water District and the Town of Palisade water supply strategy is to have enough water to meet unrestricted customer usage during a period similar to the 1977 or 2002 droughts.

No one can predict how long a drought will last or if it will be worse than those used in our calculations. Therefore, even though Grand Valley domestic water supply currently exceeds its use, the providers must be prepared to recognize drought conditions early and respond appropriately. The attached Drought Response Plan (DRP) is designed to provide Governing Boards and City Councils with a set of options to consider in dealing with a prolonged drought.

Each domestic water provider has developed a water conservation plan. Implementation of this plan will be accomplished through an on-going annual effort, budgeted and paid from the four domestic water providers. These plans include, but are not limited to, the following items:

- Initiate Drought Response Information Project to provide public education through all sources of media on why and how to reduce per capita consumption.
- Encourage all customer classes to evaluate, redesign and reconstruct existing landscapes and outdoor water uses to reduce overall consumption.
- All public institutions to take the lead in evaluating in-door and out-door water use practices. Parks, open spaces, medians, golf courses, fountains, etc. to be audited for current consumption and redesigned or re-operated to reduce consumption.
- Examine all municipal and county code provisions that affect water usage, such as landscape standards, storm water best management practices, and building codes provisions and amend, if appropriate, these code provisions to meet not only the objectives of the Code as originally intended but also to reduce water consumption.
- Campaign proclamation to alert public to the need to conserve water.
- Acquaint customers with measures they can expect if Stage I or Stage II drought occurs.
- Monitor potential drought response effectiveness; recommend adjustments as needed to the City Councils and Governing Boards and report to the public regularly.
- Highlight unusually high use on customers' bills. Contact these customers and special interest groups with heavy water use to get their ideas and suggestions

for obtaining long-term reductions. (Golf courses, parks, hospitals, schools, government.)

- Suggest water use surveys (comprehensive water use analyses) for high volume water users in all customer classes, advise them on ways to reduce water use and, where appropriate, suggest retrofit devices.
- Coordinate with Mesa County; invite to meetings.
- Meet with citizens groups and convey messages of basic water conservation and Stage I and Stage II drought conditions.
- Publish “water waste reduction” suggestions for households and aggressively promote it by including it with water bills, putting it on web sites, and using other effective distribution methods, including bill boards, and Public Service Announcements.
- Train customer service employees to respond to conservation-related questions and give information.
- Communicate with the irrigation districts and companies to cooperatively work with them to ensure that adequate irrigation water will be available throughout irrigation season.
- Develop some Demonstration Xeriscape™ areas for customers to identify with.
- Encourage Xeriscaping and low-water consumption practices.
- Quarterly meetings of domestic water providers to review water supply projections, current reservoir capacity and ongoing conservation efforts.
- Consider incentives by the domestic water providers to customers to replace out-dated, water consuming in-door plumbing fixtures, faucets and shower heads.
- Each provider consider adjusting increasing block rate (separation of residential from commercial/industrial rates.)
- Train and assign field and customer service personnel to:
 - Monitor outdoor use.
 - Offer suggestions to customers on water wise use.
 - Identify and work with high water users.

Denver Water holds the trademark for the term Xeriscape. The word Xeriscape was created in 1981 for landscape water conservation education programs. The name is a combination of “landscape” and the Greek word “xeros”, which means “dry.”

DROUGHT RESPONSE PLAN

The Drought Response Plan is based of drought, each of which is triggered by either a combination of the Historic User Pool projections, Water Provider storage, or stream flow projections.

Stage I Drought - On-going intensive water conservation – Conditions are similar to 2002 drought, but no real impacts to area domestic water providers; Statewide drought conditions may or may not exist that affect area irrigators. Some voluntary water use reductions anticipated. Actions undertaken involve predominately sharing water supply.

- The 2002 drought had a Statewide drought declaration, Ute Water Conservancy Districts primary water source and the Lower Molina power plant was out of water by mid July, Vega reservoir did not fill. The Town of Palisade's cabin reservoir had only 75% of normal but springs remained steady. The City of Grand Junction's Purdy Mesa and Juniata Reservoirs started out about 75% full with about 1,100 acre feet of municipal water available on top of Grand Mesa. The Historic User Pool (HUP) received approximately 75 – 80% of full allocation but had water for full irrigation season.

Stage II Drought - At least one of the four water provider's supply is at or near minimum target levels (to be determined) for either storage or stream flows requiring drastic water conservation measures to ensure water needs, for the most essential uses are met for all Valley water customers. Mandatory water use reductions and a drought rate imposed.

- Moving from a Stage I Drought to a Stage II Drought will be dependent on several factors. During a Stage I drought all water providers will have gone from meeting on a quarterly basis to be meeting on a monthly basis and all water supplies, either storage or stream flows, will be monitored very closely. If it is anticipated that the Historic User Pool (HUP) is expected to only receive 75% of entitlement and irrigation districts are anticipating they will not be able to stretch available water supplies throughout entire irrigation season we will need to take stronger action to ensure our domestic supplies are not over burdened. Domestic water suppliers usually have enough water resources to supply their current water demands, if outside irrigation demand that has normally been supplied by one of the irrigation canals is suddenly added to the domestic demand it will cause both treatment and capacity delivery problems. Individual triggers for each domestic water provider have been discussed and will be modified as weather and demand dictate. Currently the Ute Water District trigger for moving to Stage II will be they will be at 75% of storage capacity in Jerry Creek reservoirs by mid summer. The Town of Palisade's Cabin Reservoir is below 75% capacity right after spring runoff and Ute Water may not have capacity to keep them whole. Clifton Water District will use the 75% of Historic User Pool storage available as their trigger as does not anticipate any numeric triggers, only hardship may be getting water to treatment facility from river. The City of Grand Junction is anticipating a trigger of 50% of storage for Juniata and Purdy Mesa Reservoirs by end of irrigation season.

This plan identifies two ways to respond to a drought: increasing water supply and decreasing water use.

Increasing Water Supply. The four area water providers can possibly augment their water supply from other sources. There are several options for doing this, each presenting its own set of intergovernmental and technical considerations. Among the possibilities:

- Call back water rights we allow others to use. (Ranch lessees)
- Augment raw water sources through River Pump Stations if river water is in priority.
- Pay an upstream water user to allow us to divert more water.
- Seek waivers from State agencies to allow us to divert and use irrigation water decrees if available.
- Purchase Municipal Water contracts from federal projects if available. (possibly must do in advance)

Decreasing Water Use. The prime drought response is to budget water use for the most essential uses for the drought's duration. There are a wide variety of options that could be used to decrease water use. In general, we expect that reductions would be voluntary as outlined above in the introduction. Voluntary measures would continue with a Stage I drought. Mandatory measures would be implemented during a Stage II drought. We believe it is important to ensure that any discomfort, difficulty or potential loss is shared as equitably as possible across all customer classes.

Stage I Drought – Based on past experience of other domestic water providers we can expect to achieve between 0% and 10% reduction in water consumption with the following measures.

- Monthly meetings of domestic water providers to review water supply projections, current reservoir capacity and ongoing conservation efforts.
- Continue all measures outlined in the on-going water conservation plan implementation as outlined above.
- Initiate campaign to alert public of Stage I drought conditions.
- Monitor drought response effectiveness; recommend adjustments as needed to the City Councils and Governing Boards, report to the public regularly.
- Request all government entities to reduce their own short term domestic water use by 30 percent of last five year average to demonstrate leadership in dealing with the crisis, and then publicize the results.
- Publicize creative water saving efforts of individuals and business customers as examples of leadership.
- Assist city and county health departments in distributing guidelines for using gray water where legal and appropriate.
- Suggest the following ideas to reduce indoor water use:
 - Serve water in restaurants only upon request.
 - Encourage all hotels, motels, inns and bed and breakfast establishments to have only showerheads meeting maximum flow rates of 2.5 gallons per

minute and faucet aerators meeting maximum flow rates of 2.2 gallons per minute.

- Promote the reduction of water-cooled air conditioning.
- Suggest the following ideas to reduce outdoor water use:
 - Cut back on street cleaning, sidewalk and driveway washing—except where spills of toxic or hazardous substances or where public health and safety issues can only be resolved by washing the impermeable surface.
 - Suggest to customers other ways to clean sidewalks or driveways and any other hard surfaces without the use of hoses.
 - Suggest to customers other ways to wash vehicles to minimize water waste.
 - Suggest home owners not to fill private swimming pools.
 - Require that ornamental fountains in buildings and parks be turned off.
- Provide information and assistance to customers planning for post-drought landscape revival or replacement.

Stage II Drought - Based on past experience of other domestic water providers we can expect to achieve between 10% and 20% reduction in water consumption with the following measures.

- Continue all measures initiated in Stage I droughts.
- Increase meeting frequency from monthly to weekly.
- Adjust drought water rates to increase financial incentives for using less water.
- Intensify public information to reinforce the need for extreme measures (generate awareness of drought status, response, policy recommendations, requirements and penalties).
- Provide information and assistance to customers planning for post-drought landscape revival or replacement.
- Eliminate all fire hydrant uses except those required for public health and safety.
- Reduce indoor water use:
 - Eliminate serving water in restaurants except upon request.
 - Require all hotels, motels, inns and bed and breakfast establishments to have only showerheads meeting maximum flow rates of 2.5 gallons per minute and faucet aerators meeting maximum flow rates of 2.2 gallons per minute.
 - Assist County health department in distributing guidelines prohibiting use of gray water.
- Intensify reductions of outdoor water use:
 - Increase penalties for wasting water, violating any permits or ignoring restrictions.
 - Prohibit street, sidewalk and driveway washing by flushing methods—except where spills of toxic or hazardous substances or where public health and safety issues can only be resolved by washing the impermeable surface.
 - Prohibit curbside car/truck washing by all customers.

- Prohibit car/truck washing on dealers' lots.
- Prohibit filling private swimming pools.
- Require that ornamental fountains in buildings and parks be turned off.
- Impose restrictions in landscape water use in proportion to the severity of the drought.
- Prohibit all new landscaping including planting of trees and shrubs.
- Train and assign field and customer service personnel to:
 - Police outdoor water use.
 - Issue warnings.
 - Impose penalties for water waste, violations of any permits and noncompliance with restrictions.
- Prohibit outdoor water use (as a last resort in an extremely severe drought) except for subsistence irrigation of trees and shrubs.

PUBLIC OUTREACH

During a drought, it is essential that the four area water providers communicate effectively not only with their customers, but also with other area water suppliers, local governments, and other groups who may be affected by this drought response. An intense water conservation effort is being implemented during 2003. This effort once initiated is planned to be on going with continued support from Ute Water Conservancy District, Town of Palisade, Clifton Water District and the City of Grand Junction.

SUMMARY

While the options listed in the Drought Response Plan are based on lessons learned here and from other water utilities during past droughts, it is important to understand that every drought is different and that the Governing Boards and City Council will adjust and refine measures based on actual drought conditions. This plan is intended to help staff, customers, stakeholders and the Boards and Council be better prepared when a drought occurs.

**Water Education/Conservation Budgets
2003 thru 2005**

	2003	2004	2005
Children's Water Festival	\$2,000	\$4,000	\$4,000
CSU Extension Service	\$2,000	\$2,000	\$2,000
WaterWise Education	\$7,500	\$15,000	\$15,000
Trade Show Water Booths	\$125	\$1,000	\$1,000
Advertising	\$1,000	\$8,000	\$8,000
Printing	\$1,000	\$4,000	\$4,000
Botanic Native Garden	\$10,000		
Xeriscape™ Demonstration Garden		\$50,000	
Total	\$23,625	\$84,000	\$34,000

Children's Water Festival – held annually in May at Mesa College – approximately 1,500 fifth grade students throughout the valley attend. Participants include City, Ute Water, Clifton Water, Town of Palisade, Bureau of Reclamation, Fish & Wildlife and most Irrigation Companies.

CSU Extension Service – Participated with CSU Extension Service to train master gardeners to perform outdoor water audits on sprinkler systems. City, Clifton and Ute customers have priority when requesting audits.

WaterWise Education – City participates in this program with Clifton and Ute Water. Hit about half of target students. Larger budgeted amount will allow us to get information to larger audience. Learning to be WaterWise™ is a “learn-by-doing” program that teaches 4th–8th graders and their parents about the water cycle and explores sources, uses and conservation of water. Kids enjoy its interactive, hands-on features; and families actually save money by conserving water and energy. But it's not just effective, it's cost-effective, because it yields measurable benefits to sponsors...out of proportion to their modest investment. Learning to be WaterWise™ includes:

Kits are supplied to each student and teacher for hands-on home projects. These projects accompany the classroom activities and consist of technology installations and tests performed in the students' homes. Each kit contains a high-efficiency showerhead, water efficient bathroom and kitchen aerators, water temperature check card and much more. It also includes an interactive 3D CD-ROM that guides users through a virtual home through educational games.

Trade Show water booths – develop poster board materials to be displayed with our water conservation/education messages at different Home & Garden type shows. We did Landscapes West this year and had good response. Will hit major shows next spring.

Advertising – Monies budgeted for different types of advertising purposes. Billboards, radio, tv, etc.

Printing - Monies budgeted for different types of printing of brochures, handouts, newsletters, etc.

Botanical Native Garden – last year of a \$50,000 donation to Botanic Garden to develop a native plant garden.

Xeriscape™ Demonstration Garden – Water Fund to donate money and Parks Department to donate labor to develop a Xeriscape © demonstration project on City property near Quizno's and at other locations.

Attach 11

Expansion of Mosquito Control District

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Expansion of Mosquito Control District							
Meeting Date		October 15, 2003							
Date Prepared		October 7, 2003				File #			
Author		Dan Wilson			City Attorney				
Presenter Name		Dan Wilson			City Attorney				
Report results back to Council		<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When			
Citizen Presentation		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name			
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda			<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Individual Consideration

Summary: Mesa County and the City of Fruita have consented to the expansion of the Redlands Mosquito Control District. The Town of Palisade will be considering this question on October 14, 2003. The district asks that the City consent to the expansion of the district.

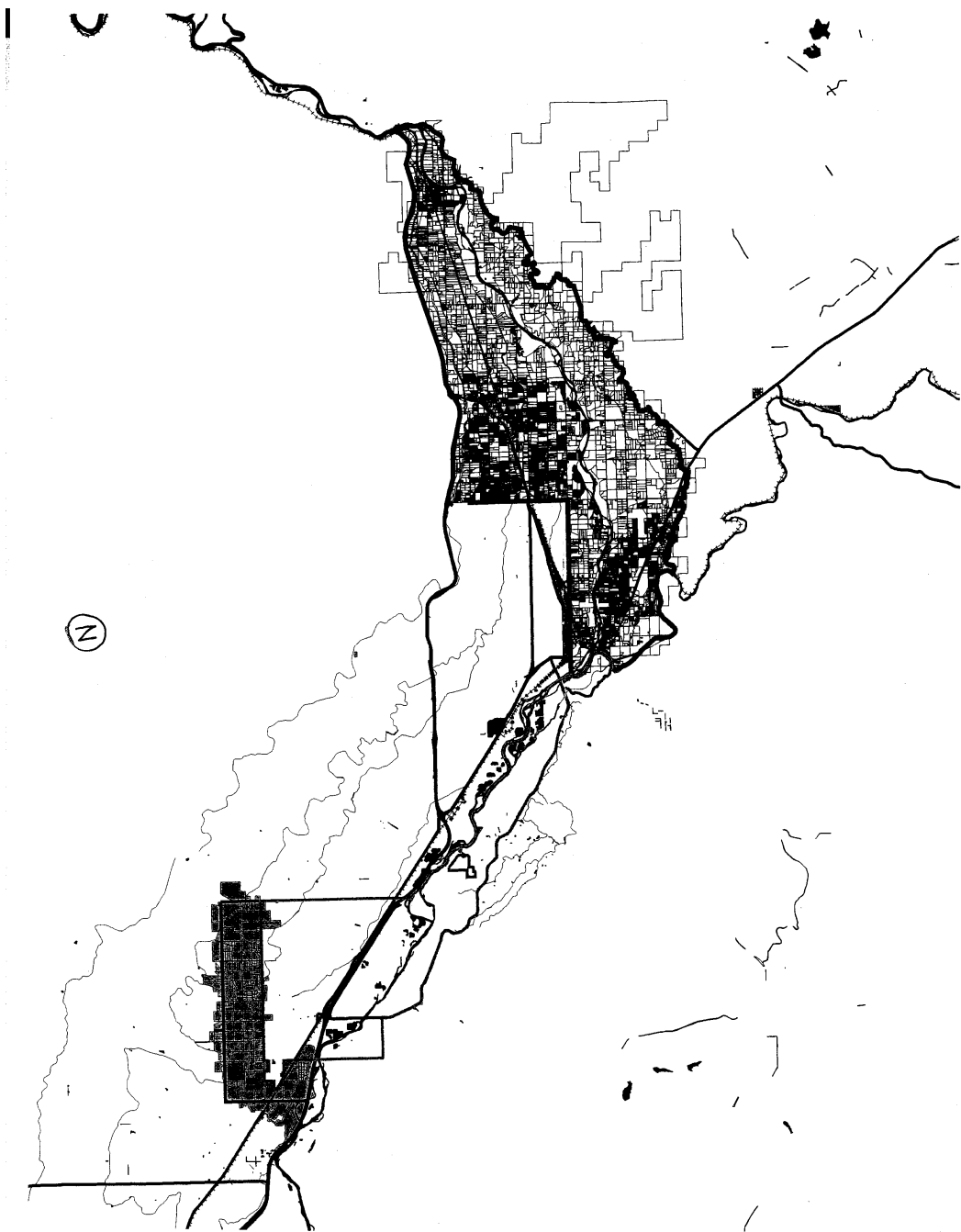
Budget: None

Action Requested/Recommendation: Authorize the Mayor to acknowledge that the City consents to the expansion of the Mosquito Control District.

Attachments: Exhibit A, a map showing the expanded boundaries.

Background Information: The Redlands Mosquito Control District Board of Directors proposes to expand its boundaries as shown on Exhibit A. State law authorizes such an expansion in municipalities and the county unless the municipality or county is both willing and able to provide equivalent service.

Because the City has not been in the mosquito control business, it is recommended that the City acknowledge that it consents to the expansion of the district, thus allowing the matter to proceed to district court and to the voters at the November general election.



Attach 12

**Construction Contract – Pine Ridge Park Tennis Courts
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Pine Ridge Park Tennis Courts					
Meeting Date	October 15, 2003					
Date Prepared	October 7, 2003				File #	
Author	Rex Sellers			Senior Buyer		
Presenter Name	Shawn Cooper			Parks Planner		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: Demolition, excavation and disposal of existing asphalt tennis courts, fencing and equipment. Construct two new post tensioned concrete tennis courts, with acrylic surface including a new fence and tennis court apparatus per specifications.

Contractor	Location	Base Bid
SRI Sports, Inc.	Lakewood	\$ 85,000.00
Sorter Construction, Inc.	Grand Junction	\$ 98,100.00
Engineers Estimate		\$105,000.00

Budget: Funds for this project are currently available through the 2003 Capital Improvement Program Budget.

Action Requested/Recommendation: Authorization for the City Manager to execute a contract with low bidder SRI Sports, Inc. for the removal and replacement of the Tennis Courts at Pine Ridge Park for a total price of \$85,000.00.

Attachments: N/A

Background Information: The existing tennis courts at Pine Ridge Park are constructed of asphalt and have experienced extensive cracking and numerous repairs. The department has received numerous complaints regarding the degraded condition of the courts. The courts have been patched, sealed and repainted several times only to crack again within months. The cracks on courts are interrupting the quality of play and could be considered a safety hazard for the players. The replacement of the courts

was determined to be required after the movement of the sub-base is continuing to crack and destroy the asphalt courts. The new post tensioned concrete courts are designed to withstand this type of subsurface movement and prevent major cracks from appearing. A similar type of construction was used on the hockey rink and basketball courts at Canyon View Park and they have not shown any significant cracking.

The project was advertised in the Daily Sentinel. Solicitation packages were sent to 21 contractors and three plan rooms.

Attach 13

**Public Hearing – Holton Annexation Located at 641 29 1/2 Road
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
Subject	Public hearing for acceptance of petition and annexation ordinance for the Holton Annexation, located at 641 29 1/2 Road							
Meeting Date	October 15, 2003							
Date Prepared	October 8, 2003				File # ANX-2003-169			
Author	Lisa E. Cox, AICP			Senior Planner				
Presenter Name	As above			As above				
Report results back to Council	X	No		Yes	When			
Citizen Presentation		Yes	X	No	Name			
	Workshop	X	Formal Agenda			Consent	X	Individual Consideration

Summary: Hold a public hearing and consider final passage of a Resolution for Acceptance of Petition to Annex and Annexation Ordinance for the Holton Annexation, located at 641 29 1/2 Road.

Budget: N/A

Action Requested/Recommendation: It is recommended that City Council accept the petition for annexation for the Holton Annexation and adopt the Annexation Ordinance.

Background Information: See attached staff report

Attachments:

1. Staff Report
2. Site Location Map (Figure 1)
3. Aerial Photo Map (Figure 2)
4. Future Land Use Map (Figure 3)
5. Existing City and County Zoning Map (Figure 4)
6. Annexation Map (Figure 5)
7. Resolution of Acceptance
8. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		641 29 1/2 Road		
Applicants:		James and Rosalee Holton		
Existing Land Use:		Single Family Residence/Agricultural		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential/Agricultural		
	South	Residential		
	East	Agricultural		
	West	Residential		
Existing Zoning:		RSF-4 (Mesa County)		
Proposed Zoning:		RMF-5 (Residential Multi-Family, not to exceed 5 units/acre)		
Surrounding Zoning:	North	RSF-R (MesaCounty)		
	South	RSF-4 (Mesa Cty), PD approx. 4 du/ac		
	East	RSF-4 (Mesa County), RMF-5 (City)		
	West	RMF-5 (City)		
Growth Plan Designation:		Residential Medium, 4-8 units/acre		
Zoning within density range?		X	Yes	No

STAFF ANALYSIS

Annexation

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

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;

- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

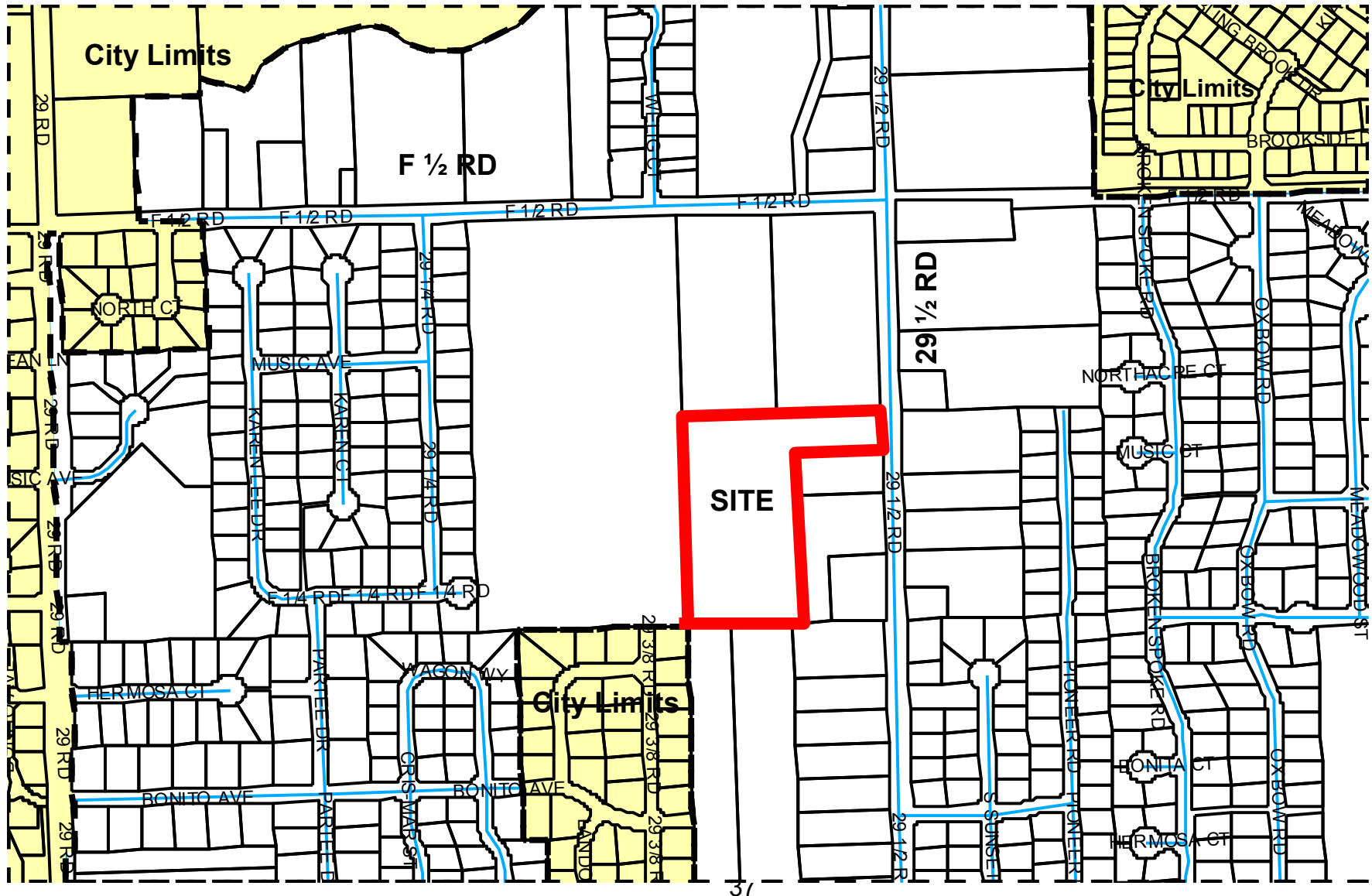
The following annexation and zoning schedule is being proposed.

ANNEXATION SCHEDULE	
9-03-03	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
9-23-03	Planning Commission recommendation for City zone district
10-01-03	First Reading of Zoning Ordinance by City Council
10-15-03	Acceptance of Petition and Public hearing on Annexation and Second Reading of Zoning Ordinance by City Council
11-16-03	Effective date of Annexation and City Zoning

SUMMARY		
File Number:		ANX-2003-169
Location:		641 29 1/2 Road
Tax ID Number:		2943-053-56-001
Parcels:		1
Estimated Population:		2
# of Parcels (owner occupied):		1
# of Dwelling Units:		1
Acres land annexed:		6.2142 acres for annexation area
Developable Acres Remaining:		0 acres
Right-of-way in Annexation:		Approx. 4290 sf
Previous County Zoning:		RSF-4 (Mesa County)
Proposed City Zoning:		RMF-5, Residential Multi-Family not to exceed 5 units/acre
Current Land Use:		Single Family Residence/ Agricultural
Future Land Use:		Residential
Values:	Assessed:	\$ 4,590
	Actual:	\$ 57,700
Census Tract:		n/a
Address Ranges:		West to East: 2937-2949 North to South: 625-638
Special Districts:	Water:	Ute Water
	Sewer:	Central Grand Valley Sanitation
	Fire:	Grand Junction Rural Fire
	Drainage:	Grand Junction Drainage
	School:	District 51
	Pest:	n/a

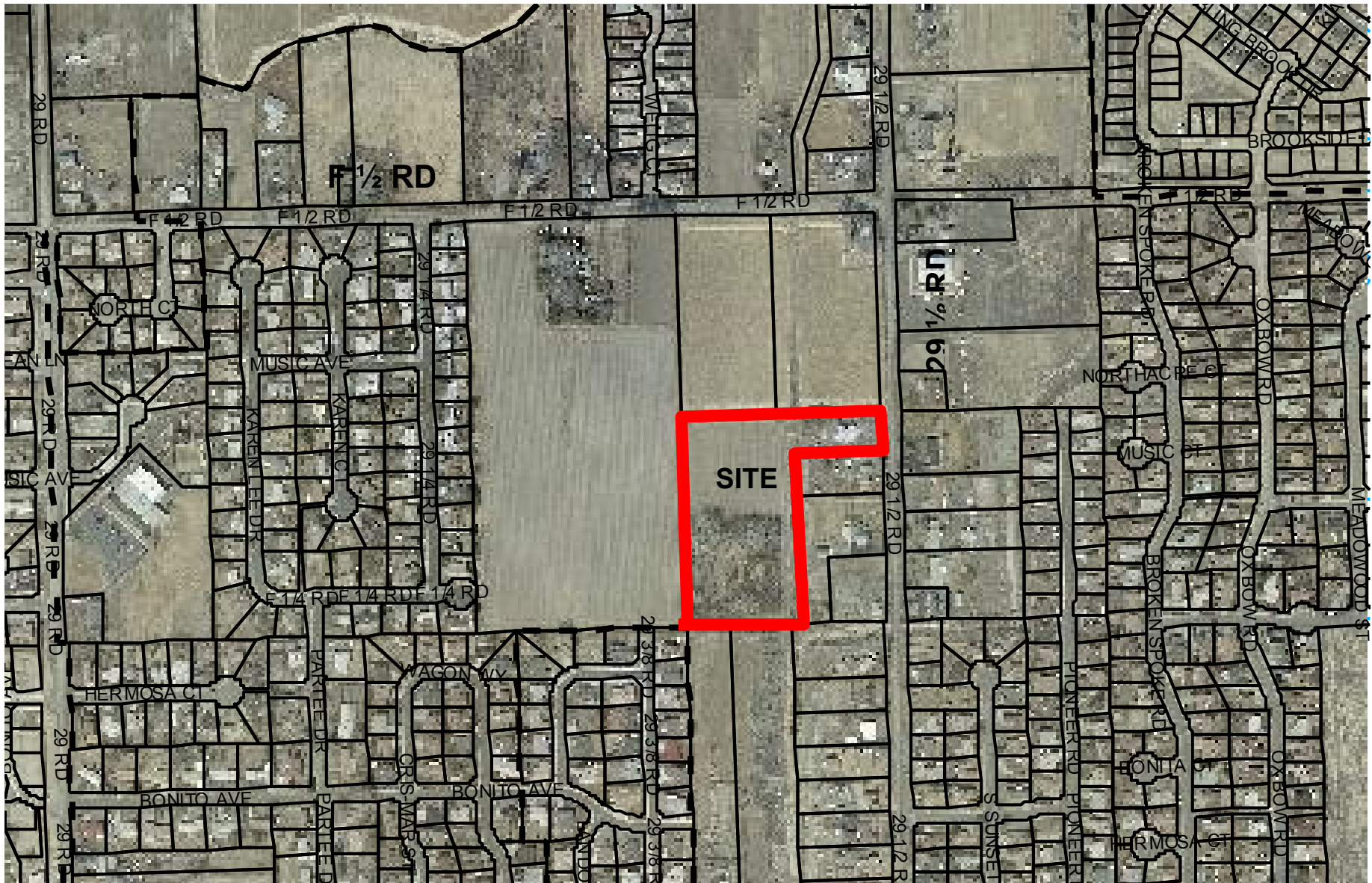
Site Location Map

Figure 1



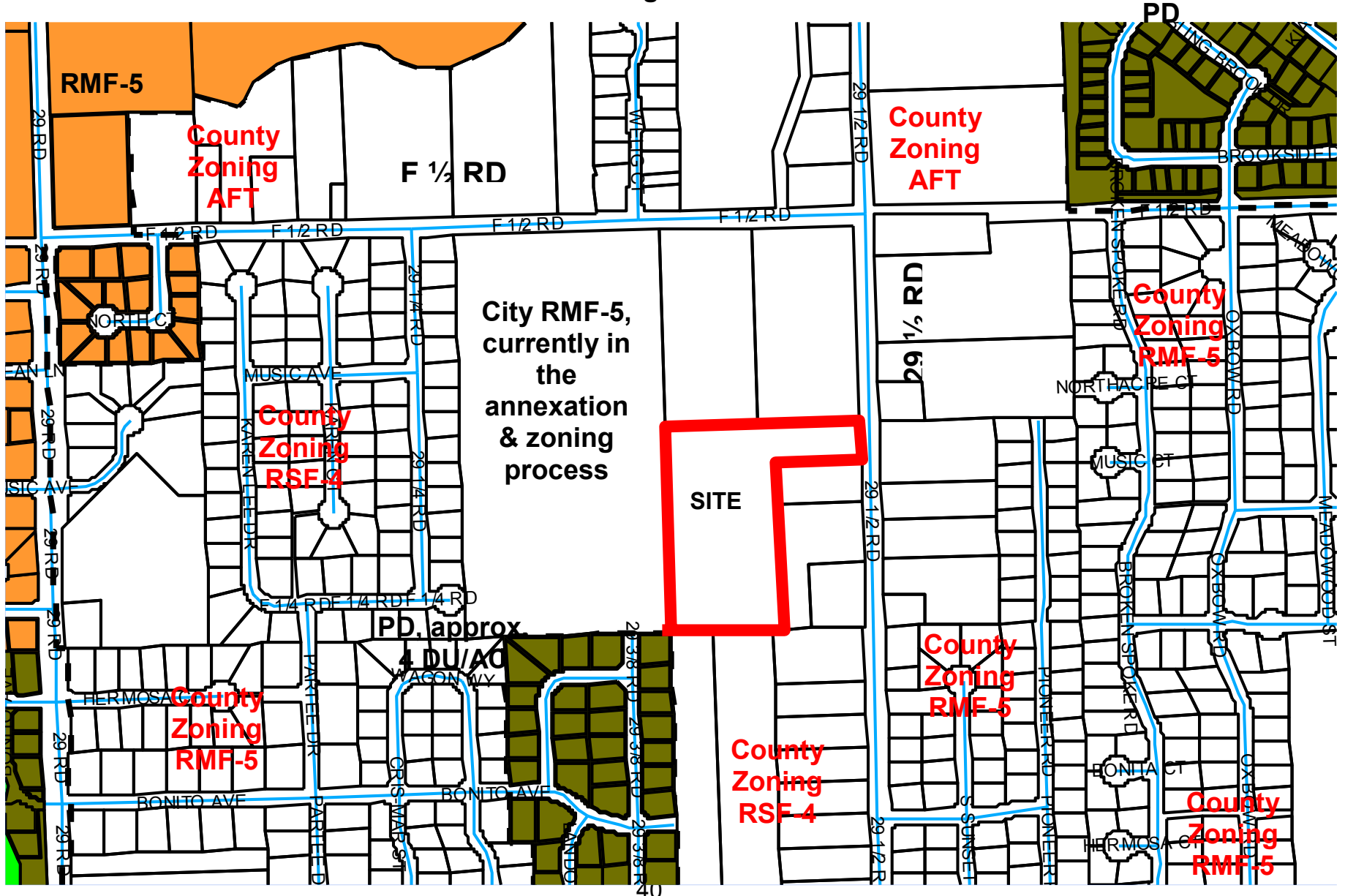
Aerial Photo Map

Figure 2



Existing City and County Zoning

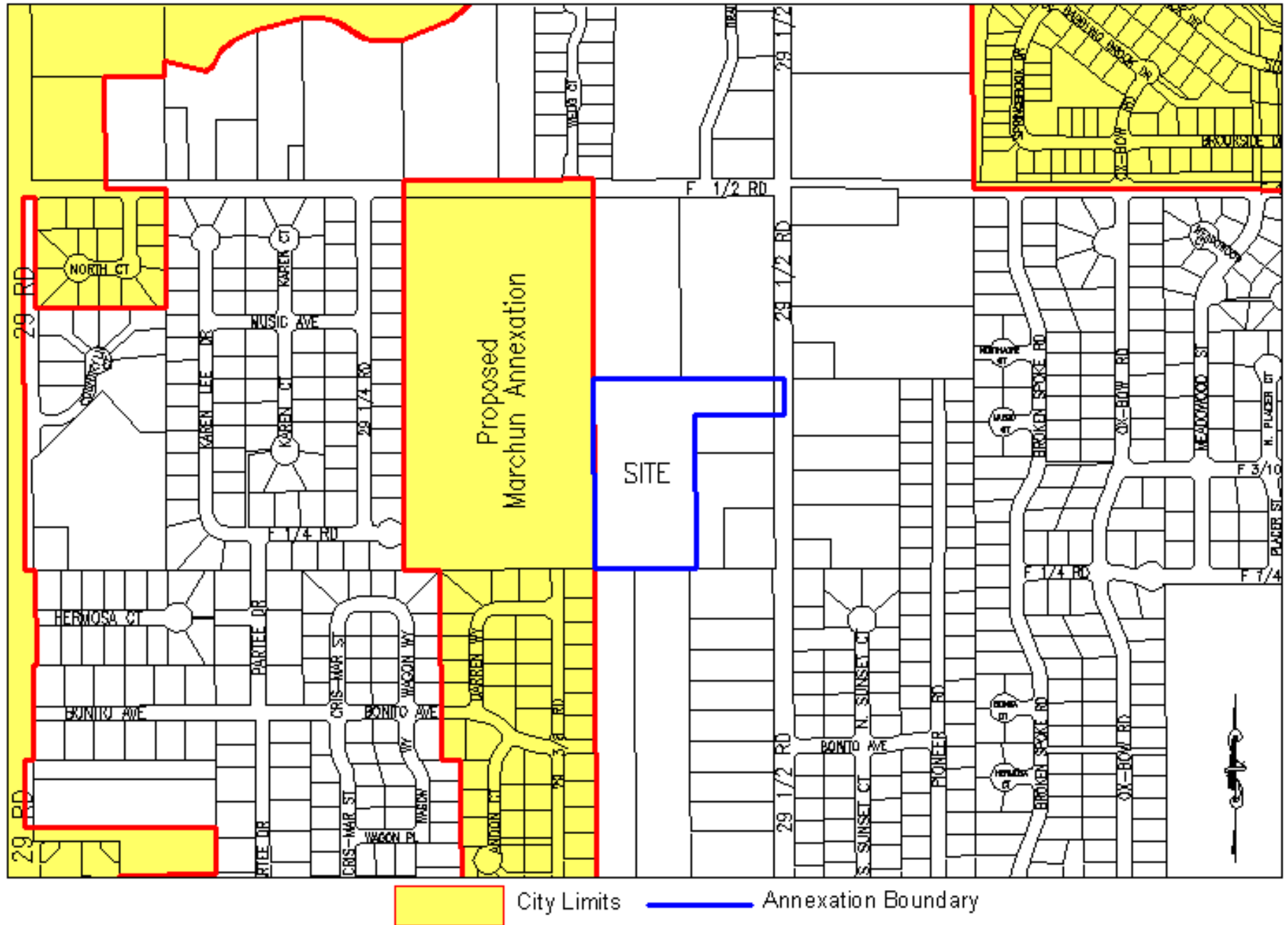
Figure 4



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."

Holton 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 3rd day of September, 2003, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. -03

**A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION,
MAKING CERTAIN FINDINGS, DETERMINING THAT PROPERTY
KNOWN AS THE HOLTON ANNEXATION
AREA IS ELIGIBLE FOR ANNEXATION**

LOCATED AT 641 29 1/2 ROAD

WHEREAS, on the day of 3rd day of September, 2003, a petition was submitted 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:

HOLTON ANNEXATION

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 5, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

ALL of Lot 1, Plat of Holton's Hacienda, as same is recorded in Plat Book 13, Page 485, Public Records of Mesa County, Colorado, TOGETHER WITH, that certain portion of the 29-1/2 Road right of way, being described as the East 33.00 feet of the NE 1/4 SW 1/4 of said Section 5 lying between the Easterly extension of the North line of said Lot 1 and the Easterly extension of the North line of Lot 2, said Plat of Holton's Hacienda.

CONTAINING 6.2142 Acres (270,689.935 Sq. Ft.) more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 6th day of August, 2003; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefor; that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED this ____ day of _____, 2003.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

HOLTON ANNEXATION

APPROXIMATELY 6.2142 ACRES

LOCATED AT 641 29 1/2 Road

WHEREAS, on the 3rd day of September, 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 15th day of October, 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:

HOLTON ANNEXATION

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 5, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

ALL of Lot 1, Plat of Holton's Hacienda, as same is recorded in Plat Book 13, Page 485, Public Records of Mesa County, Colorado, TOGETHER WITH, that certain portion of the 29-1/2 Road right of way, being described as the East 33.00 feet of the NE 1/4 SW 1/4 of said Section 5 lying between the Easterly extension of the North line of said Lot 1 and the Easterly extension of the North line of Lot 2, said Plat of Holton's Hacienda.

CONTAINING 6.2142 Acres (270,689.935 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 3rd day of September, 2003.

ADOPTED and ordered published this ___ day of _____, 2003.

Attest:

President of the Council

City Clerk

Attach 14

Public Hearing – Zoning the Holton Annexation Located at 641 29 1/2 Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Zoning the Holton Annexation, located at 641 29 1/2 Road					
Meeting Date	October 15, 2003					
Date Prepared	October 8, 2003				File # ANX-2003-169	
Author	Lisa E. Cox			Senior Planner		
Presenter Name	As above			As above		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary: Hold a public hearing and consider final passage of an ordinance to zone the Holton Annexation, Residential Multi-Family-5 (RMF-5), located at 641 29 1/2 Road.

Budget: N/A

Action Requested/Recommendation: Approve second reading of the zoning ordinance and holding a public hearing.

Background Information: See attached staff report

Attachments:

1. Staff Report
2. Site Location Map (Figure 1)
3. Aerial Photo Map (Figure 2)
4. Future Land Use Map (Figure 3)
5. Existing City and County Zoning Map (Figure 4)
6. Annexation No. 1 and No. 2 Map (Figure 5)
7. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
Location:		641 29 1/2 Road	
Applicants:		James and Rosalee Holton	
Existing Land Use:		Single Family Residence/Agricultural	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Residential/Agricultural	
	South	Residential	
	East	Agricultural	
	West	Residential	
Existing Zoning:		RSF-4 (Mesa County)	
Proposed Zoning:		RMF-5 (Residential Multi-Family, not to exceed 5 units/acre)	
Surrounding Zoning:	North	RSF-R (MesaCounty)	
	South	RSF-4 (Mesa Cty), PD approx. 4 du/ac	
	East	RSF-4 (Mesa County), RMF-5 (City)	
	West	RMF-5 (City)	
Growth Plan Designation:		Residential Medium, 4-8 units/acre	
Zoning within density range?	X	Yes	No

Staff Analysis:

ZONING OF ANNEXATION:

The proposed zoning for the Holton Annexation is the Residential Multi-family, 5 units/acre (RMF-5) zone district. The proposed use of the site is to be residential, which is in keeping with the goals of the Growth Plan and the RMF-5 zone district. Section 2.14(F), Zoning of Annexed Properties, of the Zoning and Development Code, states that land annexed into the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with existing County zoning.

REZONING CRITERIA:

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

- 1. The existing zoning was in error at the time of adoption.** This property is being annexed into the City and has not been previously considered for zoning, therefore, there has not been an error in zoning.
- 2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.** The property is located in an area with developing residential uses. The request for Residential Multi-family, 5 units/acre (RMF-5) zoning is in keeping with the Growth Plan and Section 2.14, Annexations, of the Zoning and Development Code.
- 3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances.** The requested rezone to RMF-5 is within the allowable density range recommended by the Growth Plan. This criterion must be considered in conjunction with criterion 5 which requires that public facilities and services are available when the impacts of any proposed development are realized. Staff has determined that public infrastructure can address the impacts of any development consistent with the proposed zone district, therefore this criterion is met.
- 4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of the Code and other City regulations and guidelines.** The proposal is in conformance with the Growth Plan, and the policies and requirements of the Zoning and Development Code and other City regulations and guidelines.
- 5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development.** Adequate public facilities and services are available at this time or will be installed with development of the site.
- 6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs.** An adequate supply of land is available in the community, however, it is located in the County and has not yet developed. This area is designated as Residential Medium, 4-8 units/acre on the Future Land Use Map of the Growth Plan. In accordance with Section 2.14, Annexations, of the Zoning and Development Code, the Residential Multi-family, 5 units/acre (RMF-5) zone district is appropriate for this property when it develops.

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

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

STAFF RECOMMENDATION

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

PLANNING COMMISSION RECOMMENDATION

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

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

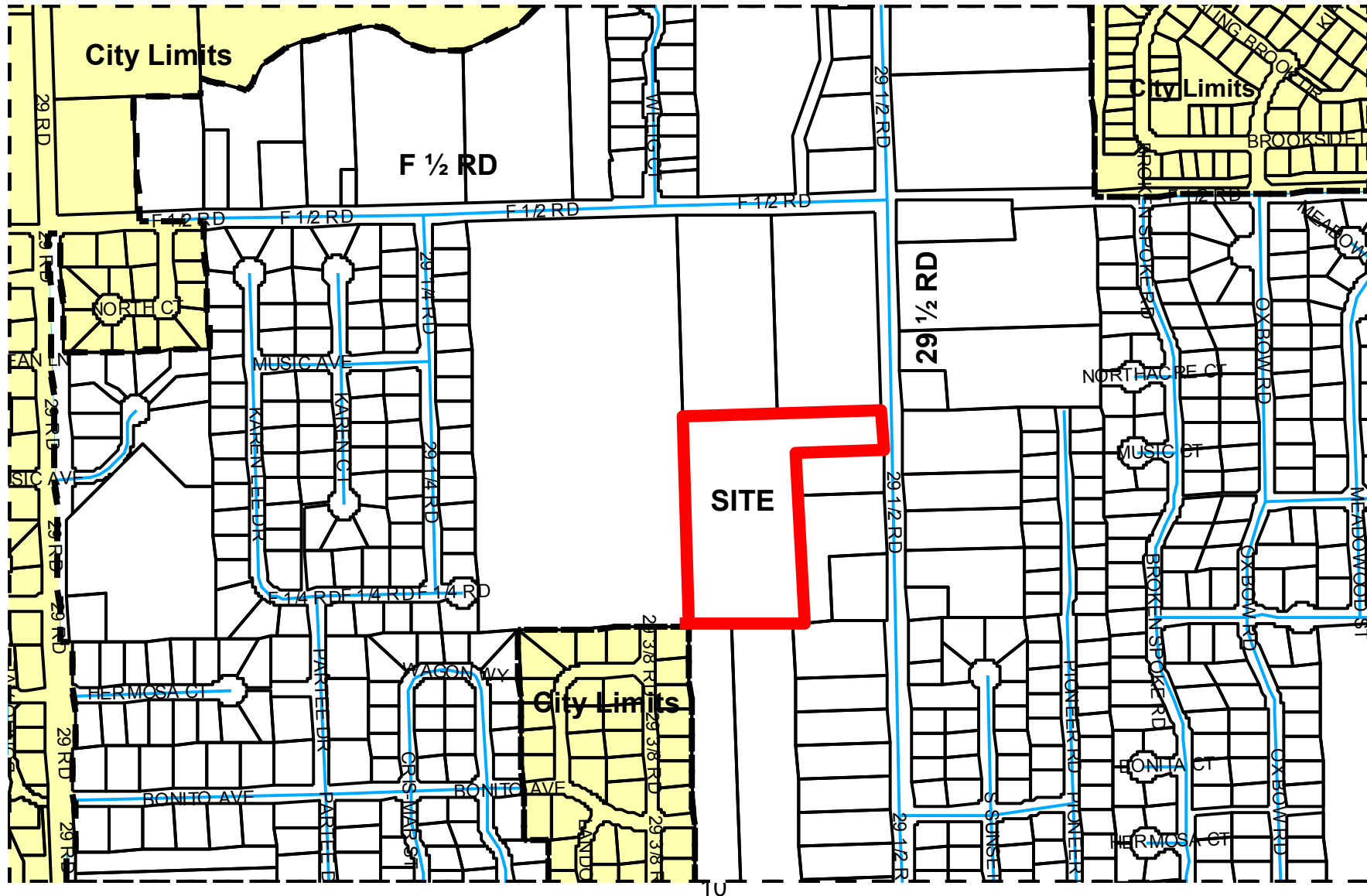
Attachments:

1. Site Location Map (Figure 1)
2. Aerial Photo Map (Figure 2)
3. Future Land Use Map (Figure 3)
4. Existing City and County Zoning Map (Figure 4)
5. Annexation No. 1 and No. 2 Map (Figure 5)
6. Zoning Ordinance

H:\Projects2003\ANX-2003-169\HoltonCityZord2

Site Location Map

Figure 1



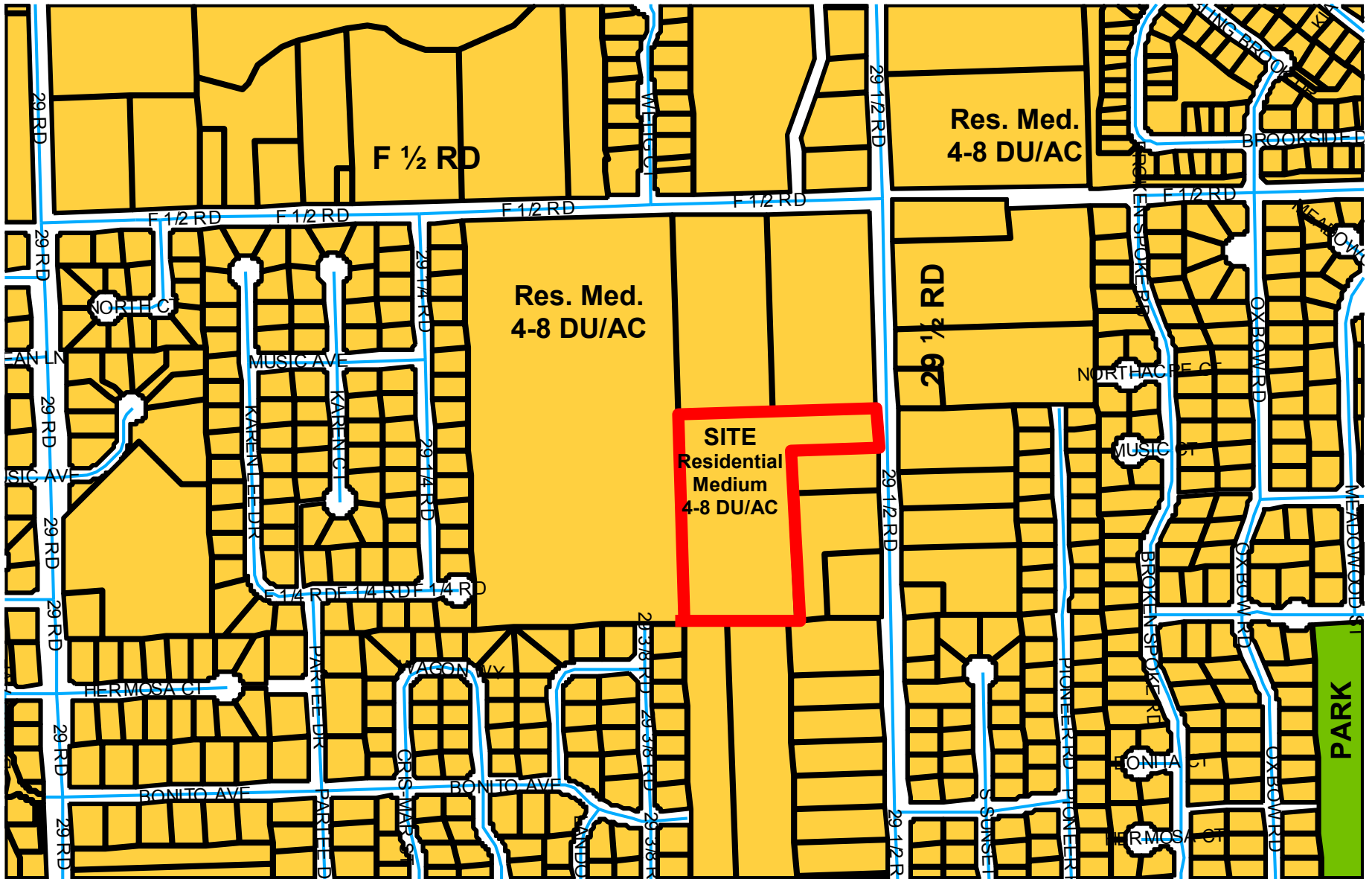
Aerial Photo Map

Figure 2



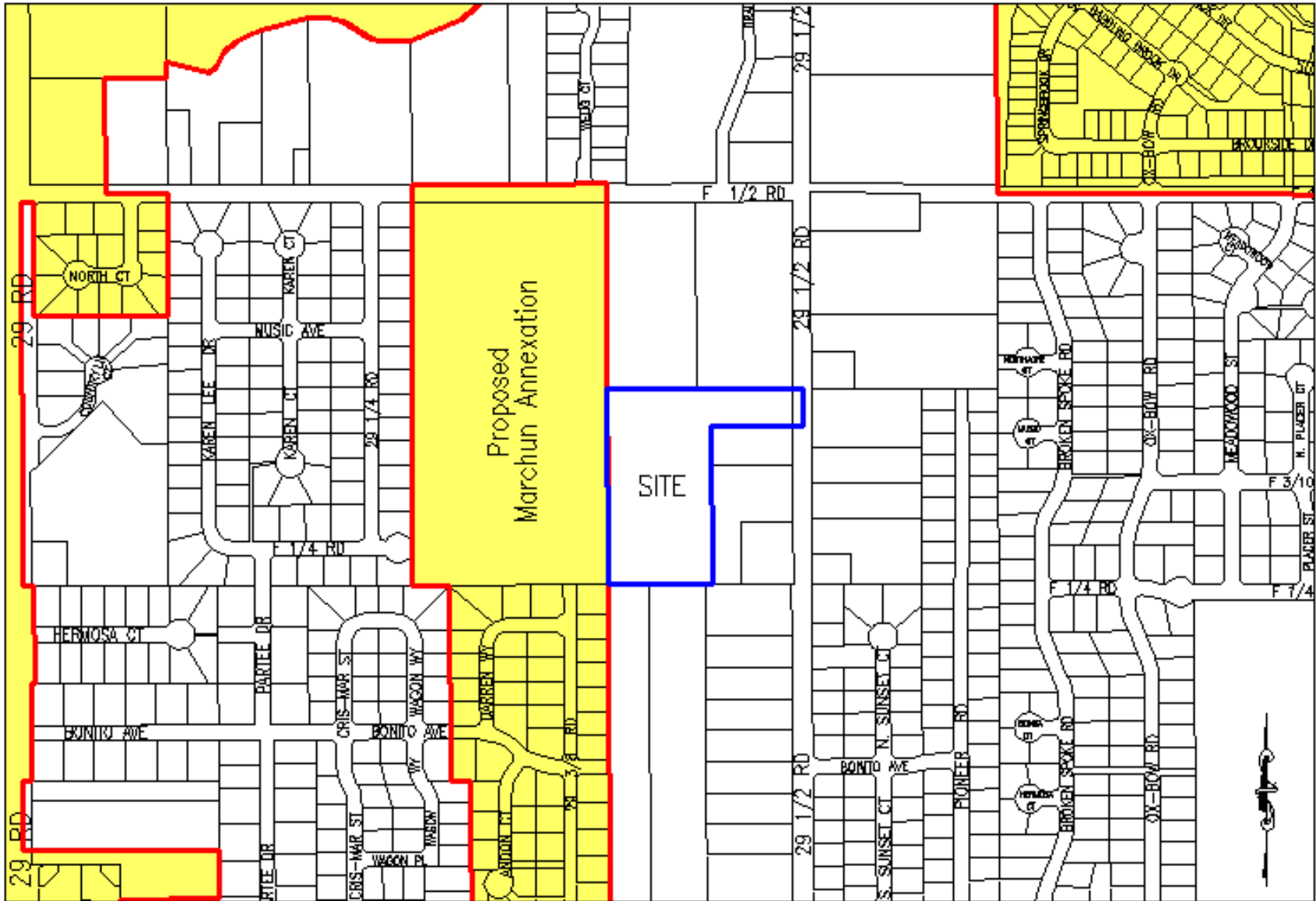
Future Land Use Map

Figure 3



Holton Annexation

Figure 5



 City Limits  Annexation Boundary

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE No. ____

**An Ordinance Zoning the Holton Annexation to
Residential Multi-Family-5 (RMF-5),
Located at 641 29 1/2 Road**

Recitals.

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

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

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

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

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

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

HOLTON ANNEXATION

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 5, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

ALL of Lot 1, Plat of Holton's Hacienda, as same is recorded in Plat Book 13, Page 485, Public Records of Mesa County, Colorado, TOGETHER WITH, that certain portion of the 29-1/2 Road right of way, being described as the East 33.00 feet of the NE 1/4 SW 1/4 of said Section 5 lying between the Easterly extension of the North line of said Lot 1 and the Easterly extension of the North line of Lot 2, said Plat of Holton's Hacienda.

CONTAINING 6.2142 Acres (270,689.935 Sq. Ft.) more or less, as described.

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

Introduced on first reading this 1st day of October, 2003

PASSED and ADOPTED on second reading this ____ day of October, 2003.

Mayor

ATTEST:

City Clerk

Attach 15
Public Hearing - Rezoning the Sander Property
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Sander Rezone located at 2611 Kelley Drive					
Meeting Date	October 15, 2003					
Date Prepared	September 26, 2003			File #RZ-2003-139		
Author	Ronnie Edwards		Associate Planner			
Presenter Name	Ronnie Edwards		Associate Planner			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: Request to rezone 2611 Kelley Drive, comprised of 5.317 acres, from RSF-R (Residential Single Family with a density not to exceed 1 unit per 5 acres) to RSF-E (Residential Single Family Estate with a density not to exceed 1 unit per 2 acres). Planning Commission recommended approval at its September 9, 2003 meeting.

Budget: N/A

Action Requested/Recommendation: That City Council conduct a public hearing and adopt the zoning ordinance on second reading.

Attachments:

- 9. Vicinity Map
- 10. Aerial Map
- 11. Growth Plan Map
- 12. Zoning Map
- 13. Planning Commission Minutes of September 9, 2003
- 14. Ordinance

BACKGROUND INFORMATION					
Location:		2611 Kelley Drive			
Applicants:		Dieter and Carina Sander			
Existing Land Use:		Residential Single Family			
Proposed Land Use:		Residential Single Family			
Surrounding Land Use:	North	Residential Single Family			
	South	Residential Single Family			
	East	Residential Single Family			
	West	Residential Single Family			
Existing Zoning:		RSF-R			
Proposed Zoning:		RSF-E			
Surrounding Zoning:	North	RSF-R and RSF-1			
	South	PD (average lot size of 1.29 acres)			
	East	RSF-R			
	West	RSF-R			
Growth Plan Designation:		Residential Low (1/2 – 2 ac/du)			
Zoning within density range?		X	Yes		No

BACKGROUND:

Property is currently zoned RSF-R (Residential Single Family Rural with a density not to exceed 1 unit per 5 acres). The property was annexed in September of 2000 and was zoned with an identical zoning designation that the property had in the County, as requested by property owners.

The RSF-R zone district has a minimum lot size of five acres. This is one of the few properties in this area that meets this minimum requirement. Surrounding adjacent property owners have less than five acres. The existing home and driveway resides close enough to the 50' side yard setback line to possibly prohibit the construction of a carport in a potentially desirable site orientation with existing conditions. The applicant requested the RSF-1 zone district to allow more flexibility for structure locations, but upon reviewing public testimony, the Planning Commission recommended an RSF-E with agreement from the petitioner.

NEIGHBORHOOD CONCERNS: Adjacent property owners were concerned with other implications of the rezone to RSF-1. The main concern was that this five acre

parcel could be subdivided in the future. The neighbors did not think that smaller lots would be consistent with surrounding properties and wished to have any future development restricted.

1. STAFF PROJECT ANALYSIS: (Note: The staff analysis is of the original request for RSF-1 zoning, but would also apply to the RSF-E zoning.)

A. Consistency with the Growth Plan:

Policy 1.3 states that City decisions about the type and intensity of land uses will be consistent with the Future Land Use Map and Plan policies. RSF-1 is in conformance as this particular area is designated as Residential Low (1/2 – 2 ac/du).

Policy 5.2 states that the City will encourage development that uses existing facilities and is compatible with existing development. Existing facilities for the single family residential uses are adequate and no change in existing uses are proposed.

B. Section 2.6.A of the Zoning and Development Code:

Rezone requests must meet all of the following criteria for approval:

- 1) The existing zoning was in error at the time of adoption

The RSF-R zoning was applied at the time of annexation to match the County zoning. It was anticipated that individual rezoning requests in the future would be consistent with the Growth Plan.

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

The character of the neighborhood has not changed, but the zoning that occurred at the time of annexation is not consistent with existing parcel size and improvements.

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

The proposed rezone does not create adverse impacts. Future subdivision proposals would have to meet all infrastructure standards.

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

The proposal is within the density range of the Future Land Use Map. The RSF-1 zone district can be considered compatible with surrounding properties as parcels directly adjacent are zoned both RSF-R and RSF-1. This occurred because this area was annexed in two different annexations. One occurred in May 1995 and the other in September 2000.

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

Adequate facilities and services are existing for the single family residential uses. There are no impacts associated with this rezone request. Future subdivision would require public facility upgrades.

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

A zoning within the density range recommended in the Growth Plan will better meet the goals of the Plan.

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

The benefit of the rezone is in allowing more flexibility in site design.

PLANNING COMMISSION FINDINGS OF FACT/CONCLUSIONS:

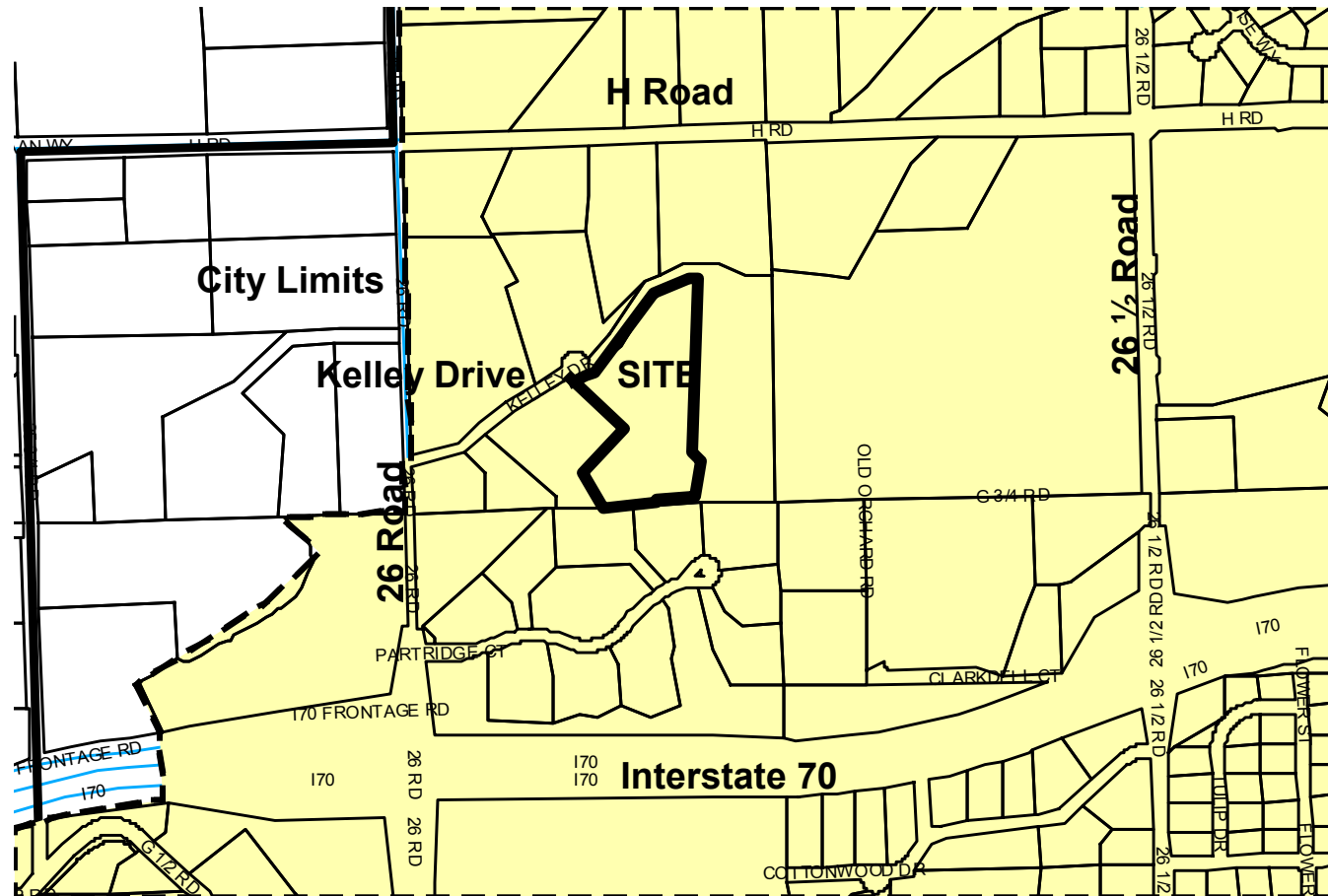
1. The RSF-E zoning is within the density range recommended by the Growth Plan and would limit the possibility of future subdivision to only one additional lot. The setbacks for the RSF-E zoning are the same as those for RSF-1, so still allows for the building location flexibility the applicant wanted.
2. The review criteria in Section 2.6.A of the Zoning and Development Code have been met.

PLANNING COMMISSION RECOMMENDATION:

After hearing testimony from the neighborhood regarding the proposed rezone to RSF-1, the Planning Commission recommended RSF-E (Residential Single Family – Estate, 2 acres per unit) zoning.

Site Location Map

Figure 1



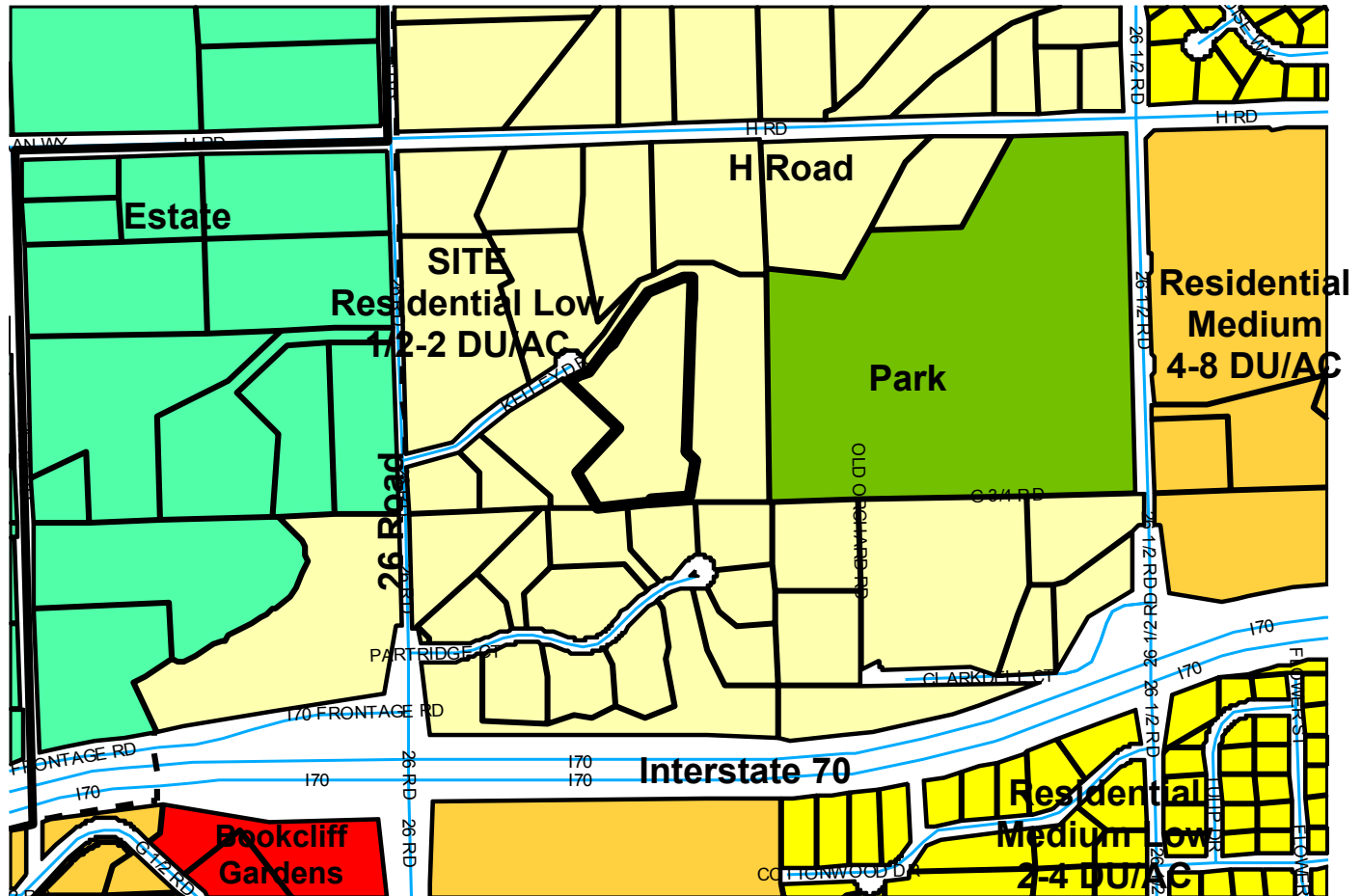
Aerial Photo Map

Figure 2



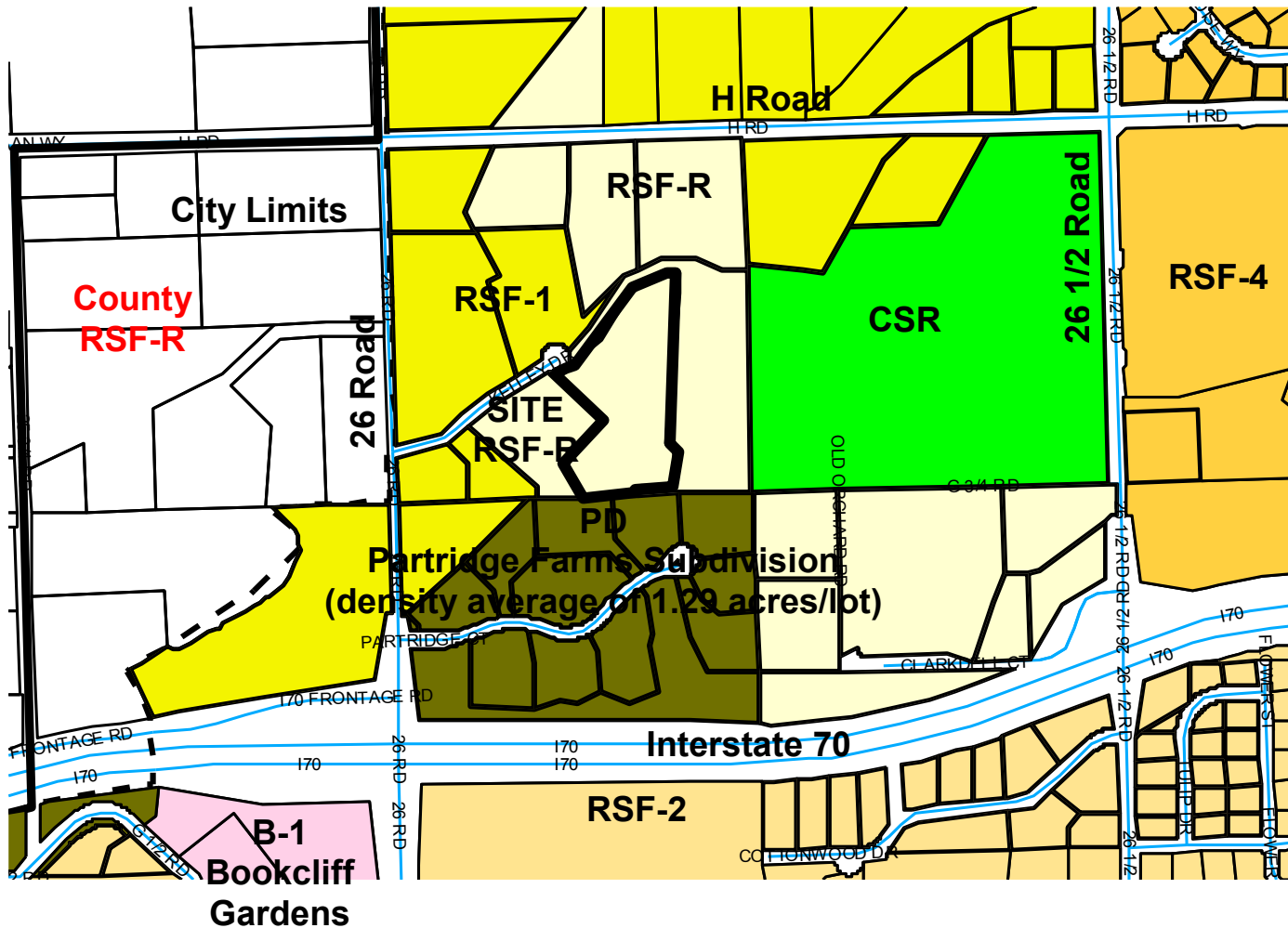
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING A PARCEL OF LAND FROM RESIDENTIAL SINGLE FAMILY RURAL WITH A DENSITY NOT TO EXCEED ONE UNIT PER FIVE ACRES (RSF-R) TO RESIDENTIAL SINGLE FAMILY ESTATE WITH A DENSITY NOT TO EXCEED ONE UNIT PER TWO ACRES (RSF-E)

LOCATED AT 2611 KELLEY DRIVE

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the rezone request from RSF-R district to the RSF-E zone district.

After public notice and public hearing before the Grand Junction City Council, City Council finds the rezone request meets the goals and policies and future land use as forth by the Growth Plan, Residential Low (1/2 – 2 acres/du). City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied for the following reasons:

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL DESCRIBED BELOW IS HEREBY ZONED TO THE RSF-E (RESIDENTIAL SINGLE FAMILY ESTATE WITH A DENSITY NOT TO EXCEED ONE UNIT PER TWO ACRES) DISTRICT:

A part of the NW 1/4 NW 1/4 of Section 35, T1N, R1W of the U.M. and being particularly described as follows:

Beginning at a point on the south line of said NW 1/4 NW 1/4 from whence the SE corner of said NW 1/4 NW 1/4 bears S89°43'E 412.00'; thence N89°43'W along said south line 365.38'; thence North 36.64'; thence N52°16'E 133.60'; thence N44°10'E 208.10'; thence N45°23'W 268.50' to the arc of a curve to the left from whence the radius point thereof bears N30°E 50.00'; thence along said arc 132.90'; thence N47°45'14"E 322.01'; thence N66°08'E 133.94'; thence N88°15'E 41.98'; thence S00°10'W 531.94'; thence S31°15'01"W 313.61' to POB; and a parcel of land located in the NW 1/4 NW 1/4 of Section 35, T1N, R1W, of the U.M. and being more particularly described as follows: Commencing at a point on the south line of the NW 1/4 NW 1/4 of said Section 35 from the SE corner bears S89°45'07"E 412' with all bearings contained herein relative thereto: thence N31°13'35"E 29.23' to the true POB; thence

N31°13'35"E 185.98'; thence S51°30'E 39.68'; thence S04°39'05"W 135.28'; thence N89°45'07"W 116.50' to the true POB. EXCEPT Commencing at a point on the South line of the NW 1/4 NW 1/4 of said Section 35, from which the SE corner bears S89°45'07"E 412' with all bearings contained herein relative thereto; thence N31°13'35"E 215.21' to the true POB; thence N05°34'31"E 539.59'; thence S00°10'W 452.70'; thence S31°13'35"W 98.62' to the true POB; and EXCEPT beginning at the SE corner of Lot 3 in Sunny Knoll Subdivision, a found No. 4 rebar from whence the SE corner of the NW 1/4 NW 1/4 of Section 35, T1N, R1W of the U.M. bears S79°41'08"E 682.74'; thence S28°23'06"E 135.54' to the south line of Section 35; thence along said south line N89°43'W 170.10'; thence N 36.64' to the SW corner of Lot 3 in Sunny Knoll Subdivision; thence N52°16'E 133.60' to the SE corner of said Lot 3 and the POB; and EXCEPT commencing as a point of reference at the NW corner of said Section 35, said monument being a Mesa County Surveyor's Monument from whence the N 1/4 corner, said Quarter corner also being a Mesa County Surveyor's Monument, bears S89°55'00"E 2631.25'; thence S40°05'48"E 1029.24' to a point on the ROW of Kelley Drive, said point being the POB; thence along an existing boundary line N47°45'14"E 320.32'; thence S34°10'58"W 216.34'; thence S52°18'24"W 157.03' to the ROW of said Kelley Drive; thence along said ROW 64.67' along the arc of a curve concave to the SW, having a radius of 50.00', a central angle of 74°06'16" and a chord bearing N08°17'14"E 60.25' to the POB. Together with easements for the installation, maintenance and repair of irrigation ditches, head gates, diversion boxes and pipelines as described in instrument recorded August 27, 1979 in Book 1216 Page 61; Together with a 50' easement for underground utility purposes as described in instrument recorded June 17, 1981 in Book 1318 Page 874 and re-recorded February 3, 1984 in Book 1477 Page 425.

CONTAINING 5.317 Acres more or less, as described.

Introduced on first reading on the 1st day October, 2003.

PASSES and ADOPTED on second reading this _____ day of _____, 2003.

Attest:

City Clerk

President of the Council

Attach 16

**Agreement Regarding Water Rights and Usage in the Whitewater Creek Area
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	"Agreement Regarding Water Rights and Usage in the Whitewater Creek Area"					
Meeting Date	October 15, 2003					
Date Prepared	October 7, 2003				File #	
Author	Greg Trainor			Utility Manager		
Presenter Name	Greg Trainor			Utility Manager		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary:

An Agreement ("Whitewater Creek Agreement") among the City of Grand Junction, the Lumbardy Trust (s), Unaweeep Land LLC, Cutting Fruit and Callow Creek Homeowners Associations concerning water rights in the Whitewater Creek Basin.

Budget:

Capital funds to construct the Somerville Supply Diversion pipeline are included in the Water Enterprise 10-year capital plan for 2004, 2005, and 2006. Portions of the Somerville Supply Diversion project will implement this Agreement.

Action Requested/Recommendation:

Council authorization for the City Manager to sign the "Whitewater Creek Agreement."

Attachments:

The "Whitewater Creek Agreement."

Background Information:

Certain disputes have arisen among landowners in the Whitewater Creek basin concerning ownership and use of various Whitewater Creek water rights. These disputes have not involved the City of Grand Junction.

The City owns a winter, municipal water right in Whitewater Creek which is junior to two winter stock water rights owned by Oscar Massey and Al Lumbardy.

The proposed Agreement settles disputes among Lumbardy, Massey, and the Callow Creek/Cutting Fruit Tract Homeowner Associations. The agreement also allows the City to divert its winter, municipal water right to the City water treatment plant ahead of the Massey/Lumbardy winter stock water rights. This preserves storage in Juniata Reservoir for use during the summer. An estimate of this preserved storage amount is 400 acre-feet.

The Agreement is attached. A summary is as follows:

1. For its part, the City will construct the Somerville Supply Diversion and will provide piped, untreated stock water and stock tanks to the Lumbardy and Massey ranches to be used during the non-irrigation season by Lumbardy and Massey. This water will be provided at no charge.
2. In exchange, Lumbardy and Massey will subordinate their senior stock water rights to the City's junior, municipal decree.
3. Disputed water in the Whitewater basin, between Lumbardy and Massey, will be divided equitably.
4. The City will provide three water taps to the Callow Creek and Cutting Fruit Track Homeowner Associations from the Purdy Mesa Flow line and deliver water at a rate one-half of one cubic foot per second of water (not to exceed 32,500,000 gallons or 100 acre feet) to the Homeowners, without charge, during the irrigation season. Amounts in excess of the agreed amount will be charged to the Homeowners at the then-existing current "cemetery water rate" (currently \$0.60 per thousand gallons). This water will be metered, is untreated, and is to be used for irrigation purposes only.
5. The Homeowners will transfer their right, title and interest in any water they own in Whitewater Creek to Massey. This water was in dispute between the Homeowners and Massey.

AGREEMENT

This AGREEMENT is entered into effective July ____, 2003, by and between the **JOSEPH A. LUMBARDY TRUST** and the **MOZELLE LUMBARDY TRUST** (“Lumbardys”), **UNAWEEP LAND, LLC** (“Massey”), **CUTTING FRUIT TRACTS HOMEOWNERS ASSOCIATION, INC.** and **CALLOW CREEK HOMEOWNERS ASSOCIATION, INC.** (collectively, the “Homeowners Associations”), and the **CITY OF GRAND JUNCTION, COLORADO** (the “City”).

RECITALS

A. Each of the parties to this Agreement owns or administers real property located in the Whitewater Creek basin. The City owns real property that is highest on Whitewater Creek, which property is described on Exhibit A, attached hereto and incorporated herein by reference (the “City Property”). The Lumbardys own property (the “Lumbardy Property”) located below the City Property. The Lumbardy Property is described on Exhibit B, attached hereto and incorporated herein by reference. Massey owns property (the “Massey Property”) located below the Lumbardy Property. The Massey Property is described on Exhibit C, attached hereto and incorporated herein by reference. The Homeowners Associations were created with respect to subdivisions (the “Subdivisions”) located below the Massey Property. The Subdivisions are described on Exhibit D, attached hereto and incorporated herein by reference.

B. The parties to this Agreement own and/or use most of the adjudicated water rights whose source is Whitewater Creek or its tributaries. The parties’ water rights that are adjudicated for irrigation purposes are listed in order of priority on Exhibit E, attached hereto and incorporated herein by reference. The water rights listed on Exhibit E may be referred to herein as the “Whitewater Creek Irrigation Rights.” The City, Massey and the Lumbardys also own several water rights that are adjudicated for stockwatering and other purposes. Three of these water rights are listed in order of priority on Exhibit F, attached hereto and incorporated herein by reference. The water rights listed on Exhibit F may be referred to herein as the “Whitewater Creek Non-Irrigation Rights.” All of the water rights listed on Exhibits E and F may be referred to herein as the “Whitewater Creek Water Rights.” When individual water rights are discussed in this Agreement, they may be referred to by their water rights numbers as shown on Exhibits E and F.

C. Certain disputes have arisen between Lumbardy, Massey and the Homeowners Associations concerning the ownership and use of the Whitewater Creek Water Rights.

D. The parties desire to resolve their disputes on the terms set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Perpetual Term. This Agreement shall be effective on the last date it is signed by any of the parties, and shall remain effective in perpetuity.

2. Use of Whitewater Creek Irrigation Rights.

(a) As shown on Exhibit E, the Lumbardys, Massey, and the Homeowners Associations own various Whitewater Creek Irrigation Rights adjudicated to the Brandon Ditch (Water Right Nos. 2, 10, 13, and 15), the River View Ditch (Water Right No. 5), the Shropshire Ditch (Water Right No. 7), and the Ira Vincent Ditch (Water Right Nos. 11, 14, and 16). These water rights are all decreed for irrigation purposes and divert from various places on Whitewater Creek and/or its tributaries. The parties agree that water under Water Right Nos. 2, 5, 7, 10, 11, 13, 14, 15, and 16 will be diverted and used by the Lumbardys, and Massey, as hereafter set forth in this Paragraph 2, regardless of the adjudicated priority of such rights. The provisions of this Paragraph 2 only apply during the irrigation season of each year.

(b) Water under the senior water right adjudicated to the Brandon Ditch (Water Right No. 2) is diverted from Whitewater Creek and transported through a natural draw called Lockhart Draw. At times when water is available under the other Whitewater Creek Irrigation Rights owned by the Lumbardys or Massey (Water Right Nos. 5, 7, 10, 11, 13, 14, 15 and 16), such water may also be transported through Lockhart Draw. Additional water arises in and flows in Lockhart Draw. A splitter box (the "Splitter Box") is located in Lockhart Draw near the eastern boundary of the Lumbardy Property. The latitude-longitude and GPS coordinates of the Splitter Box are as follows: N39°00'15.3" W108°21'29.5"; GPS 12S 0728769 UTM 4320360. The Splitter Box divides the water transported through and arising in Lockhart Draw into two equal portions. One portion goes to the Lumbardy Property, where it is utilized for agricultural purposes. The other portion continues from the Splitter Box to Whitewater Creek, for use by Massey. The Lumbardys have a headgate located at the downstream end of their branch of the Splitter Box (the "Lumbardy Headgate"), and they also have a measuring weir (the "Lumbardy Weir") in the ditch a short distance down-ditch from the Lumbardy Headgate.

(c) The parties agree that during the irrigation season of each year, water transported through and arising in Lockhart Draw will be divided between Lumbardys and Massey as follows:

i. During the spring run-off period of each irrigation season, water diverted under or available to any of the Whitewater Creek Irrigation Rights

owned by the Lumbardys or Massey (Water Right Nos. 2, 5, 7, 10, 11, 13, 14, 15 and 16) and transported through Lockhart Draw, and the additional water that arises in Lockhart Draw, will be divided at the Splitter Box, so that one-half of such water shall flow to the Lumbardy Property for use thereon and one-half shall be allowed to continue to flow down to Whitewater Creek for use on the Massey Property. For purposes of this agreement the spring run-off period shall be deemed to have ended as of the date each year that the City begins administration of the Brandon Ditch headgate.

ii. After the spring run-off is over, water diverted under the senior water right adjudicated to the Brandon Ditch (Water Right No. 2) and transported through Lockhart Draw, and the additional water that arises in Lockhart Draw, will be divided at the Splitter Box, so that one-half of such water shall flow to the Lumbardy Property for use thereon and one-half shall be allowed to continue to flow down to Whitewater Creek for use on the Massey Property.

iii. After the spring run-off is over, water available to any of the other Whitewater Creek Irrigation Rights owned by the Lumbardys or Massey (Water Right Nos. 5, 7, 10, 11, 13, 14, 15 and 16), above and beyond the amounts specified in Paragraph 2.c.ii, above, shall not be split at the Splitter Box, but shall go to satisfy such other water rights in order of priority. The party claiming water under one of these other Whitewater Creek Irrigation Rights after spring run-off is over shall be responsible for installing any necessary headgates, weirs and other measuring devices in Lockhart Draw or other appropriate locations to properly measure the water claimed by that party.

(d) The Lumbardys and Massey both use Lockhart Draw to transport water released from upstream reservoirs for their benefit. Any such reservoir water transported through Lockhart draw shall not be split between the Lumbardys and Massey pursuant to Paragraph 2.c., above, but shall be allowed to flow to the party for whom the release was made.

(e) The City owns a pipeline known as the Purdy Mesa Flow Line, which is used to transport water to the City's water treatment plant. The Purdy Mesa Flow Line runs through the Subdivisions. The City shall, at its cost and expense, install three taps on the Purdy Mesa Flow Line at locations mutually acceptable to the City and the Homeowners Associations. The Homeowners Associations shall be entitled to the delivery of water from the Purdy Mesa Flow Line from April 1 to October 31 of each year. The Homeowners Associations shall be responsible for installing, at their cost and expense, such facilities as are necessary to transport water from the taps on the Flow Line to the place(s) of use in the Subdivisions. The Homeowners Associations shall be entitled to the delivery of water from the Purdy Mesa Flow Line, at no charge, from April 1 to October 31 of each year up to $\frac{1}{2}$ cfs \pm for a total of 32,500,000 gallons

per irrigation year, or 323,136 gallons per day. If the Homeowners Associations need additional water during such times, they shall be entitled to purchase water from the City, for delivery from the Flow Line, at the City's then-existing "cemetary water rate" (currently \$0.60 per thousand gallons).

The facilities necessary to transport water from the taps to the place(s) of use will have backflow prevention installed to the satisfaction of the City.

Once installed by the Homeowners, the water transport facility from the City meters at the taps on the Purdy Mesa Flowline to the place(s) of use in the Subdivisions will be maintained by the Homeowners.

Water supplied under this Agreement, from April 1 to October 31, is untreated and does not meet the drinking water standards as defined by the Safe Drinking Water Act and the Colorado Primary Drinking Water Regulations. As such, it is intended for outside watering uses only and not for providing drinking water for humans. Violation of this provision, the evidence of which would be the connection of these facilities, either directly or indirectly, to homes, residences, or to ponds and cisterns designed for storing and transporting water, either directly or indirectly, for human drinking water, or other in home purposes, will result in the immediate, unnoticed, disconnection of the taps by the City.

Upon execution hereof, the Homeowners Associations shall transfer and assign to Massey all right, title and interest they have in and to Whitewater Creek Irrigation Rights.

(f) The current Splitter Box is not level, and it is in need of repair. Massey and the Lumbardys agree that it would be beneficial to redesign and rebuild the Splitter Box so that it works properly for the purposes specified in this Agreement. Massey and the Lumbardys agree that promptly after this Agreement is executed, they will jointly request that the Natural Resources Conservation Service ("NRCS") design an appropriate splitter box. Massey and the Lumbardys shall thereafter install the new Splitter Box in accordance with the plans developed by the NRCS. Massey and the Lumbardys each will bear one-half of the costs of designing and installing the new Splitter Box. Massey and the Lumbardys agree that the new Splitter Box shall be installed at a time mutually agreed upon. All costs of maintaining, repairing or replacing the Splitter Box in the future shall be shared one-half by Massey and one-half by the Lumbardys. The parties hereto will cooperate with the NRCS and use their best efforts to have the Splitter Box designed to include a measuring device to address the distribution of the Whitewater Creek Irrigation Rights after spring run-off in accordance with this Agreement.

(g) The Lumbardys shall maintain the Lumbardy Headgate and the Lumbardy Weir in good and operable condition, at their cost and expense. Any other headgates, weirs or other measuring devices installed by any party pursuant to the terms of this Agreement shall be maintained in good and operable condition, at the cost and expense of the party who installed them.

(h) The parties to this Agreement agree that they will not place an administrative call on Whitewater Creek utilizing any of the water rights identified on Exhibit E to the extent that such call would defeat or interfere with the equal division of the Whitewater Creek Irrigation Rights and the gain from Lockhart Draw between Lombardy and Massey as described in Paragraphs 2(c)(i) and 2(c)(ii), above.

3. Use of Whitewater Creek Non-Irrigation Rights.

(a) The provisions of this Paragraph 3 only apply during the non-irrigation season of each year.

(b) Lumbardys agree to subordinate the Brandon Ditch (Lumbardy) water right (Water Right No. 20 on Exhibit F) to the City's Brandon Ditch (GJ) water right (Water Right No. 22 on Exhibit F), on the following terms and conditions:

i. The City shall purchase and install five (5) stock water tanks on the Lumbardy Property. The tanks shall be of a size and type approved by the Lumbardys, and shall be in locations approved by the Lumbardys.

ii. The City intends to construct a new pipeline (the "Somerville Diversion Pipeline") from the City Property to its existing Kannah Creek Flow Line in the near future. When it does so, it shall construct a pipeline from the Somerville Diversion Pipeline to the stock water tanks on the Lumbardy Property, in a location approved by the Lumbardys. The cost of installing the pipeline from the Somerville Diversion Pipeline to the stock water tanks on the Lumbardy Property shall be paid by the City. This pipeline to the above-referenced stock water tanks will have backflow prevention installed to the satisfaction of the City. Once installed, the pipeline from the City meter at the tap on the Somerville Diversion Pipeline to the stock tanks will be maintained by Lumbardy.

iii. The City shall provide water from the Somerville Diversion Pipeline, without charge, to fill the stock water tanks on the Lumbardy Property and to keep them full during the non-irrigation season. The stock water tanks and the water in those tanks shall be used by the Lumbardys to provide water to livestock kept on their property, and for no other purpose. Water supplied under this agreement, during the non-irrigation season, is untreated and does not meet the drinking water standards as

defined by the Safe Drinking Water Act and the Colorado Primary Drinking Water Regulations. As such, it is intended for the watering of livestock only and not for providing drinking water for humans. Violation of this provision, the evidence of which would be the connection of these stock tap service lines to homes, residences, or to cisterns designed for storing water for domestic drinking water purposes, will result in immediate, unnoticed, disconnection of the taps by the City.

iv. The subordination of the Brandon Ditch (Lumbardy) water right (Water Right No. 20) to the City's Brandon Ditch (GJ) water right (Water Right No. 22) shall not be effective unless and until the City complies with the requirements of Paragraphs 3.b.i., 3.b.ii., and 3.b.iii., above. Upon compliance with such requirements, Water Right No. 22 shall be administered as being senior in priority to Water Right No. 20, provided, however, that if the City should ever fail to fill or refill the stock water tanks as required by Paragraph 3.b.iii., above, the subordination shall be suspended and ineffective for the period in which the City fails to meet such obligations.

(c) Massey agrees to subordinate the Brandon Ditch (Massey) water right (Water Right No. 21 on Exhibit F) to the City's Brandon Ditch (GJ) water right (Water Right No. 22 on Exhibit F), on the following terms and conditions:

i. The City shall purchase and install 7 stock water tanks on the Massey Property. The tanks shall be of a size approved by Massey, and shall be in locations approved by Massey.

ii. The City shall construct a pipeline from either the Kannah Creek Flow Line or the Somerville Diversion Pipeline to the stock water tanks on the Massey Property, in a location approved by Massey. The cost of installing the pipeline from the Kannah Creek Flow Line or the Somerville Diversion Pipeline to the stock water tanks on the Massey Property shall be paid by the City. This pipeline to the above-referenced stock water tanks will have backflow prevention installed to the satisfaction of the City. Once installed, the pipeline from the City meter at the tap on the Somerville Diversion Pipeline to the stock tanks will be maintained by Massey.

iii. The City shall provide water from the Kannah Creek Flow Line or the Somerville Diversion Pipeline, without charge, to fill the stock water tanks on the Massey Property and to keep them full during the non-irrigation season. The stock water tanks and the water in those tanks shall be used by Massey to provide water to livestock kept on his property, and for no other purpose. Water supplied under this agreement, during the non-irrigation season, is untreated and does not meet the drinking water standards as defined by the Safe Drinking Water Act and the Colorado Primary Drinking Water Regulations. As such, it is intended for the watering of livestock

only and not for providing drinking water for humans. Violation of this provision, the evidence of which would be the connection of these stock tap service lines to homes, residences, or to cisterns designed for storing water for domestic drinking water purposes, will result in immediate, unnoticed, disconnection of the taps by the City.

iv. The subordination of the Brandon Ditch (Massey) water right (Water Right No. 21) to the City's Brandon Ditch (GJ) water right (Water Right No. 22) shall not be effective unless and until the City complies with the requirements of Paragraphs 3.c.i., 3.c.ii., and 3.c.iii., above. Upon compliance with such requirements, Water Right No. 22 shall be administered as being senior in priority to Water Right No. 21, provided, however, that if the City should ever fail to fill or refill the stock water tanks as required by Paragraph 3.c.iii., above, the subordination shall be suspended and ineffective for the period in which the City fails to meet such obligations.

(d) Until the subordinations provided in Paragraphs 3.b. and 3.c. become effective, Water Right No. 20 and Water Right No. 21 shall be administered in their decreed priorities, senior to the priority of Water Right No. 22.

(e) The subordinations provided in Paragraphs 3.b. and 3.c. shall only apply when Water Right No. 22 is diverted at its currently-decreed point of diversion. The subordinations shall terminate if the point of diversion of Water Right No. 22 is moved, unless the City, Massey, and Lumbardy agree in writing that the subordination applies at the new point of diversion.

(f) Nothing in this Paragraph 3 shall prevent Massey or the Lumbardys from diverting such water as may be present in Lockhart Draw, Whitewater Creek or other water sources and using that water for stock watering or other beneficial uses, so long as they do not place a call against Water Right No. 22 when the subordinations set forth above are in effect. Any such water that flows or arises in Lockhart Draw above the Splitter Box shall be divided at the Splitter Box so that one-half flows to the Lumbardys and one-half flows down to Whitewater Creek for use by Massey.

4. Case No. 98CW178.

(a) On December 10, 1998, Oscar Massey and Janice Massey filed an Application for Change of Water Right in Case No. 98CW178, District Court, Water Division 4 (the "Massey Change Case"). The Application in the Massey Change Case sought to change the point of diversion for three separate priorities decreed to the Ira Vincent Ditch (Water Right Nos. 11, 14, and 16 on Exhibit E) in the total amount of 2.65 c.f.s. from a point on Lockhart Draw to a point on Whitewater Creek. A decree was subsequently entered, granting the Application. Thereafter, the Lumbardys filed a petition for a reconsideration of the decree, and the Court has entered an order

reopening the decree. The Lumbardys and Oscar and Janice Massey (by their signatures at the end of this Agreement) agree to the following resolution of the issues raised by the Lumbardys' petition for reconsideration in the Massey Change Case: The Lumbardys and Oscar and Janice Massey agree that Water Right No. 14 is owned by the Lumbardys. Accordingly, the decree in the Massey Change Case shall be amended to state that the change of water rights is denied with respect to Water Right No. 14, and Water Right No. 14 shall be deleted from the provisions of the decree. The decree in the Massey Change Case shall be further amended to state that the change of water rights is granted with respect to Water Right Nos. 11 and 16. The Lumbardys and Oscar and Janice Massey shall file a joint stipulation with the court in the Massey Change Case, requesting the court to amend the decree to implement the above agreement.

(b) Massey shall have the right to seek future changes to the point of diversion of the Shropshire Ditch Water Right (Water Right No. 7 on Exhibit E) to the point on Whitewater Creek claimed for the Ira Vincent Ditch in the Massey Change Case. The City and Lumbardy will not object to such change in point of diversion.

5. Contact Persons. Each of the parties to this Agreement shall appoint one person to be the contact person for that party for matters arising under this Agreement. Any party may change their contact person by giving notice of the change to the other parties. The contact persons initially appointed are the following:

<u>Party</u>	<u>Contact Person</u>
Lumbardys	Don Lumbardy
Massey	Oscar Massey
Cutting Fruit Tracts Homeowners Association	***
Callow Creek Homeowners Association	Charlotte Stubbs
City of Grand Junction	Greg Trainor

6. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be personally delivered with receipt taken therefor, or sent by certified mail, postage prepaid and return receipt requested, directed to the party intended at the address set forth below, or at such other addresses as may be designated by notice given to the other parties in the manner set forth above, and shall be effective upon receipt (if personally delivered) or three business days after mailing (if mailed):

TO LUMBARDYS:	***
TO MASSEY:	14011 Hwy 141 Whitewater, CO 81527
TO CITY:	250 N. 5 th Street Grand Junction, CO 81501
TO HOMEOWNERS ASSOCIATIONS:	P. O. Box 135 Whitewater, CO 81527

7. Other Provisions.

(a) For purposes of this Agreement, the “irrigation season” shall be considered to begin on the first day in the spring of a year that any party to this Agreement can reasonably begin to irrigate that party’s property for the production of crops, and shall continue to the last day in the fall of that year that irrigation water can reasonably be applied to any party’s property for the production of crops. The irrigation season in the area of the parties’ properties generally runs from approximately April 1 to October 31 of each year, although the parties recognize that the irrigation season can and will vary annually based on climatic variations and other factors. As used herein, the “non-irrigation season” is that period of time each year that is outside of the irrigation season. If a dispute arises concerning whether the irrigation season has commenced or ended, or whether the spring runoff has concluded, the parties shall request an opinion from the Division Engineer and shall abide by any opinion given by the Division Engineer.

(b) As used in this Agreement, the term “Division Engineer” shall mean the Division Engineer for Water Division 4, appointed pursuant to Section 37-92-202, C.R.S. If the statutory scheme for administration of water rights should change in the future, the term “Division Engineer” shall be deemed to refer to the state official responsible for the administration of water rights in the Whitewater Creek basin of Mesa County, Colorado. The parties hereto agree this Agreement may be administered by the Division Engineer.

(c) If any party seeks to change any of the Whitewater Creek Water Rights, other than a change in point of diversion of the Shropshire Ditch as discussed in paragraph 7(b) above, any other party may object to such change if such party reasonably believes that the change will adversely affect such party’s rights under this Agreement or defeat or interfere with any of the provisions of this Agreement. The parties agree that the Whitewater Creek Water Rights cannot be changed unless the

changes can be made without adversely affecting any party's rights under this Agreement and without defeating or interfering with any of the provisions of this Agreement. Any court considering such a change shall be entitled to impose such terms and conditions as are necessary to prevent injury to the other parties to this Agreement and to their water rights.

(d) If any party defaults in its performance under this Agreement, or if it is necessary for any party to take any action to enforce the terms of this Agreement, the prevailing party or parties shall be entitled to recover from the other party or parties all reasonable costs incurred by the prevailing party, including without limitation court costs and attorneys' fees, regardless of whether actual litigation or court proceedings are involved.

(e) Each party warrants and represents to the other parties that such party has taken all actions necessary to make this Agreement a valid obligation binding upon the party, and that all requirements of any applicable charter, ordinance, statute, or constitutional provision regarding the approval and execution of this Agreement have been met..

(f) All provisions of this Agreement shall apply to and bind the parties hereto and their agents, heirs, successors and assigns.

(g) This Agreement was produced as a result of negotiations between the parties and should not be construed against any party as the drafter of this Agreement.

(h) This Agreement supersedes any and all prior agreements, written and oral, between the parties and constitutes the complete and entire agreement of the parties.

(i) This Agreement shall be modified by writing only, which writing must be executed by the parties hereto in order to be effective.

(j) Failure of either party to enforce any provision of this Agreement shall not act as a waiver to prevent enforcement of the same provisions at some later time.

(k) This Agreement shall be governed under, and construed pursuant to, the laws of the State of Colorado.

(l) This Agreement may be executed in counterparts, all of which taken together shall be considered one instrument.

WHEREFORE, the parties have executed this Agreement as of the date set forth above.

“LUMBARDYS”

THE JOSEPH A. LUMBARDY TRUST and the
MOZELLE LUMBARDY TRUST

By:

Joseph A. Lombardy, Trustee
Date: _____, 2003

By:

Mozelle Lombardy, Trustee
Date: _____, 2003

By:

Donald A. Lombardy, Trustee
Date: _____, 2003

“MASSEY”

UNAWEEP LAND, LLC

By:

Oscar Massey, Manager
Date: _____, 2003

“HOMEOWNERS ASSOCIATIONS”

CUTTING FRUIT TRACTS HOMEOWNERS
ASSOCIATION, INC.

By:

Date: _____, 2003

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by City of Grand Junction, by _____, its _____.

WITNESS my hand and official seal.
My commission expires:

Notary Public

The undersigned, by their signatures below, hereby agree to the provisions of Paragraph 4 of the above agreement.

Oscar Massey

Janice Massey

Date: _____, 2003

Date: _____, 2003

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Oscar Massey and Janice Massey.

WITNESS my hand and official seal.
My commission expires:

Notary Public

EXHIBIT E

WATER RIGHT NO.	WATER RIGHT NAME	AMOUNT	OWNER
1	Ewers Ditch	0.53 c.f.s.	City
2	Brandon Ditch	1.6 c.f.s.	Lumbardys (50%) Massey (50%)
3	Pioneer of Whitewater Ditch	3.55 c.f.s.	City
4	Orchard Mesa Ditch	0.36 c.f.s.	City
5	River View Ditch	0.72 c.f.s.	Massey
6	Gulch Ditch	0.36 c.f.s.	City
7	Shropshire Ditch	3.0 c.f.s.	Massey (1/3) - Homeowners Associations(2/3)
8	Cliff Lake Res.	70.8 AF	City
9	Ada Supply Ditch	3.6 c.f.s.	City
10	Brandon Ditch (1 st Enl.)	2.34 c.f.s.	Massey
11	Ira Vincent Ditch	1.0 c.f.s.	Massey
12	Somerville Res. #1	837 AF	City
13	Brandon Ditch (Pettingill Enl.)	5.0 c.f.s.	Lumbardys
14	Ira Vincent Ditch (Pettingill Enl.)	0.5 c.f.s.	Lumbardys
15	Brandon Ditch	2.5 c.f.s.	Massey
16	Ira Vincent Ditch	1.15 c.f.s.	Massey
17	Brandon Ditch	3.8 c.f.s.	City
18	Brandon Ditch	24.8 c.f.s.	City
19	Somerville Ranch Irr. Sys.	3.0 c.f.s.	City

EXHIBIT F

WATER RIGHT NO.	WATER RIGHT NAME	AMOUNT	OWNER
20	Brandon Ditch (Lumbardy)	1.0 c.f.s.	Lumbardys
21	Brandon Ditch (Massey)	1.0 c.f.s.	Massey
22	Brandon Ditch (GJ)	15.0 c.f.s.	City

**Attach W-3
 ECONOMIC DEVELOPMENT INCENTIVE REQUEST
 CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Economic Development Incentive Request Existing Industry Expansion						
Meeting Date	13 October 2003						
Date Prepared	6 October 2003				File #		
Author	Diane Schwenke-Executive Director, C of C						
Presenter Name	Diane Schwenke		Ex. Director, Chamber of Commerce				
Report results back to Council		No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
X	Workshop		Formal Agenda			Consent	Individual Consideration

Summary: The Chamber of Commerce is recommending an economic development incentive for an existing industry expansion.

Budget: The amount requested is \$100,000 in a performance based grant to be awarded after the rest of the financing needed has been assembled for this project.

Attachments: Incentive request sheet from the Chamber of Commerce.

Background Information: See attached information sheet from the Chamber of Commerce.

For discussion at the Grand Junction City Council Workshop
Monday 13 October 2003
(from the Chamber of Commerce)

**Economic Development Incentive Request
Existing Industry Expansion**

Name of the Company: Innovative Textiles
Nature of Expansion: Purchase of a 210,000 square foot building from Kroger Corporation to expand the company's production of high end fishing line and sport kite string.
Economic Impact: Total investment of \$3.7 million to purchase and renovate the facility and addition of 30 new positions at an average salary of \$11 plus over the next five years
Amount Requested: \$100,000 in a performance based grant to be awarded after the rest of the financing needed has been assembled for this project.

Innovative Textiles was founded in Grand Junction in 1992 and manufactures high performance small diameter braided lines primarily for the fishing and sport kiting markets internationally. Currently they employ over 50 people and operate out of a 30,000 square foot leased facility on the I-70 Business Loop.

With sales increasing 50% each year for the past six years and a forecast of sales doubling in 2003 the firm has outgrown its current building. With the purchase of the Kroger building, Innovative Textiles plans to occupy 100,000 square feet, lease 30,000 square feet to Western Slope Warehousing and have the additional 80,000 square feet of industrial space available for newly recruited manufacturing firms or expanding local primary employers.

Based upon the investment to be made, the number of employees to be added and the potential for additional readily available industrial space (a community need identified by economic development professionals), the incentive committee (composed of representatives from the Chamber, GJEP and the Incubator) is recommending that the City award a cash incentive of \$100,000 contingent upon the company getting the remaining financing necessary for the project. The local tax dollars would not be distributed until the rest of the financial package is in place.



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

October 9, 2003

Dear Honorable Mayor and Members of the City Council,

Re: Innovative Textiles Existing Industry Expansion

I am sorry I am unable to attend the Council Workshop next Monday when you will be reviewing the economic development incentive request that will be presented by Diane Schwenke of the Chamber of Commerce. I will be out of town, visiting companies to discuss their expansion and relocation plans as well as co-hosting a reception with a local company to build awareness of Mesa County as a great business location. As I travel frequently in search of new business recruitments for Mesa County, I am sometimes unable to attend meetings. This is not a reflection of my or the Economic Partnership's lack of support for local industry and other community issues.

I am continually reminded as I meet with my peers in other communities and companies around the nation, of the significant impact the national economy is having on economic development. I am sure you are all aware of the 'jobless' recovery and the low trend growth that the nation is currently experiencing. No previous recovery in US history has seen this kind of continued job hemorrhaging which has thwarted companies' plans to expand and grow. For economic developers a 'jobless' recovery is no recovery at all. I believe that here in the Grand Valley, we are very fortunate that our local economy is performing relatively well and we have existing companies that are able to expand. The Economic Partnership is a participant of the incentive committee and has been involved in the review of Innovative Textiles request for an economic incentive. We believe it is important to support local industry expansions and in particular the application for incentive funds made by Innovative Textiles.

Sincerely,

A handwritten signature in black ink that reads "Ann Driggers". The signature is written in a cursive, slightly slanted style.

Ann Driggers
President

cc. Jim Saad, Chairman, GJEP
Diane Schwenke

RESOLUTION NO. 100-03

A RESOLUTION AUTHORIZING AN ECONOMIC DEVELOPMENT INCENTIVE TO INNOVATIVE TEXTILES FOR \$100,000 FOR THE BENEFIT OF EXPANDING AN EXISTING INDUSTRY IN GRAND JUNCTION

RECITALS:

1. The City of Grand Junction Economic Development Fund was created by the City Council in 1988 to be used for economic development efforts.
2. The fund has a current balance of \$697,394 available for economic development.
3. The Grand Junction Chamber of Commerce has requested \$100,000 from the City to be paid to Innovative Textiles to assist with the creation of 30 new jobs over the next five years.
4. With sales increasing 50% each year for the past six years and a forecast of sales doubling in 2003, the firm Innovative Textiles has outgrown its current building. With the purchase of the Kroger building, Innovative Textiles plans to occupy 100,000 square feet, lease 30,000 square feet to Western Slope Warehousing and have the additional 80,000 square feet of industrial space available for newly recruited manufacturing firms or expanding local primary employers.
5. The Incentive Committee, comprised of the Chamber of Commerce, the Grand Junction Economic Partnership and the Western Colorado Business Development Corporation, has recommended approval of the incentive request.

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

- a) An incentive of \$100,000 in a performance-based grant is hereby approved for Innovative Textiles.
- b) The local tax dollars would not be distributed until the rest of the financing needed has been assembled for this project and is in place.

ADOPTED AND APPROVED this ____ day of _____, 2003.

President of the Council

ATTEST:

City Clerk