

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

WEDNESDAY, JULY 21, 2004, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation – Eldon Coffey, Central Orchard Mesa Community Church

PROCLAMATIONS / RECOGNITIONS

PROCLAIMING JULY 24, 2004 AS “CELEBRATE THE AMERICANS WITH DISABILITIES ACT DAY” IN THE CITY OF GRAND JUNCTION AND MESA COUNTY

PRESENTATION OF CERTIFICATES OF APPOINTMENT

TO THE RIVERFRONT COMMISSION

TO URBAN TRAILS COMMITTEE

CITIZEN COMMENTS

***** CONSENT CALENDAR ***®**

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

Action: Approve the Minutes of the July 7, 2004 Regular Meeting

2. **Setting a Hearing on DDA Tax Increment Funding Extension** [Attach 2](#)

State authorization of TIF funding for DDA's is limited to twenty-five years unless extended. The DDA is requesting Council approval to extend its TIF funding for capital improvements by five years, as authorized by the legislature in 2002, pending local approval.

Proposed Ordinance Submitting to a Vote the Question of Modifying the Purposes of the Grand Junction Downtown Development Authority, Extending the Life

Thereof in Accordance with State Law, Authorizing an Increase in Maximum Incurred Debt and Including the Enstrom Property into the Boundary of the District

Action: Introduction of Proposed Ordinance and Set a Hearing for August 4, 2004

Staff presentation: Harold Stalf, DDA Executive Director

3. **Setting a Hearing to Appeal a Planning Commission Decision Regarding the Approval of a Conditional Use Permit for an Unlimited Group Living Facility for Colorado West Mental Health Located at 515 28 ¾ Road** [File # CUP-2004-019] [Attach 3](#)

The City received three (3) letters of appeal from various interested parties regarding the Planning Commission's decision to approve a Conditional Use Permit (CUP) for an Unlimited Group Living Facility for Colorado West Mental Health which is proposed to be located at 515 28 ¾ Road. The appellants wish to set a hearing date to appeal the Planning Commission's decision regarding the approval of the Conditional Use Permit. On July 13th, the Planning Commission also denied one (1) of the appellant's request for a rehearing on the matter. A Conditional Use Permit is required in a C-1, Light Commercial Zoning District for an Unlimited Group Living Facility which is defined in the Zoning & Development Code as a "residence of 12 or more unrelated persons, exclusive of staff." Per Section 2.18 E. 4. g. of the Zoning & Development Code, the appeal shall be scheduled within forty-five (45) calendar days of receipt of the appeal.

Action: Set a Hearing Date for the Appeal to August 18, 2004

Staff presentation: Scott D. Peterson, Associate Planner

4. **Grand Valley Circulation Plan Periodic Updates** [File # PLN-2004-029] [Attach 4](#)

Amending the Grand Valley Circulation Plan by changing the classification of various roads in the Urban Area. This proposed update amendment to the Grand Valley Circulation Plan reflects changes in the following categories:

- a. Updating "Proposed" roadways to "Existing" reflecting actual construction progress
- b. Modifying roadway classifications based on changing development patterns, updates to transportation models, and better technical information
- c. Clerical/drafting errors
- d. Reflecting changes in previous approved district maps/amendments

- e. Changes requested by Mesa County Staff outside of the 201 boundary

Resolution No. 65-04 – A Resolution Amending the Grand Valley Circulation Plan by Changing the Classification of Various Roads in the Urban Area

®Action: *Adopt Resolution No. 65-04*

Staff presentation: Tim Moore, Public Works Manager

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

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

5.*** **West Nile Virus Update from Mesa County**

Dr. Michael Aduddell, Mesa County Health Department, will update City Council on the status of the West Nile Virus and the County’s plan for aerial spraying.

Staff presentation: Tim Moore, Public Works Manager

6. **Construction Contract for Redlands Parkway Trail Replacement Phase 1**

[Attach 5](#)

This is the first phase of a project that will replace the existing asphalt trail along Redlands Parkway starting at South Broadway to the Junior Service League Park located on the north side of the Colorado River. The City received five bids for the Redlands Parkway Trail Replacement, Phase 1. Vista Paving Corporation, Grand Junction, was the low bidder in the amount of \$99,893.94.

Action: *Authorize the City Manager to Sign a Construction Contract for the Redlands Parkway Trail Replacement, Phase 1 with Vista Paving Corporation in the Amount of \$99,893.94*

Staff presentation: Tim Moore, Public Works Manager

7. **Purchase of 1% for the Arts Sculpture for Wingate Park**

[Attach 6](#)

The Commission on Arts and Culture recommends to the City Council commissioning a bronze turtle sculpture by Mary Zimmerman for the new Wingate Park through the 1% for the Arts Program.

Action: Authorize the City Manager, City Attorney, and the Commission on Arts and Culture to Negotiate a Contract with Mary Zimmerman for the Purchase and Installation of a 55" Bronze Sculpture Entitled "Turtle"

Staff presentation: Allison Sarmo, Cultural Arts Coordinator

8. **Mesa State College Contract for Police Services** [Attach 7](#)

This contract is to continue with providing policing services to Mesa State College. Under the agreement, the Grand Junction Police Department provides three officers and one supervisor to Mesa State. In return Mesa State pays 75% of the personnel costs associated with the positions and provides in-kind services such as office space and equipment. During the summer months the employees are available to the Department for deployment as needed throughout the City.

Action: Authorize the City Manager to Sign a Contract with Mesa State College for Police Services on Campus

Staff presentation: Greg Morrison, Chief of Police

9. **Public Hearing – Red Tail Ridge II Annexation Located South and West of Buena Vista Drive on Orchard Mesa** [File #ANX-2004-094] [Attach 8](#)

Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Red Tail Ridge II Annexation, located south and west of Buena Vista Dr. on Orchard Mesa. The 19.7655 acre annexation consists of 2 parcels of land.

a. Accepting Petition

Resolution No. 66-04 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Red Tail Ridge II Annexation Located South and West of Buena Vista Drive on Orchard Mesa is Eligible for Annexation

®Action: Adopt Resolution No. 66-04

b. Annexation Ordinance

Ordinance No. 3651 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Red Tail Ridge II Annexation, Approximately 19.7655 Acres Located South and West of Buena Vista Drive

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3651

Staff presentation: Senta L. Costello, Associate Planner

10. **Public Hearing – Zoning of Red Tail Ridge II Annexation Located at South and West of Buena Vista Drive on Orchard Mesa to RSF-4** [File #ANX-2004-094] [Attach 9](#)

Hold a public hearing and consider final passage of the zoning ordinance to zone the Red Tail Ridge II Annexation RSF-4, located South and West of Buena Vista Dr. on Orchard Mesa. The 19.7655 acre Red Tail Ridge II Annexation consists of 2 parcels. The Annexation is planned for development into a single family residential subdivision in the future.

Ordinance No. 3652 – An Ordinance Zoning the Red Tail Ridge II Annexation to RSF-4 Located South and West of Buena Vista Dr. on Orchard Mesa

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3652

Staff presentation: Senta L. Costello, Associate Planner

- 11.*** **Intergovernmental Agreement with Mesa County School District 51 for Parking Lot Construction at Pomona School** [Attach 10](#)

In conjunction with the reconstruction of 25 ½ Road, the School District and the City have determined that parking lots at Pomona School are inadequate and additional parking is required. The intergovernmental agreement sets forth the terms by which the City and School District will work together to construct said parking lot.

Action: Authorize the City Manager to Sign the Intergovernmental Agreement with Mesa County School District 51 for Parking Lot Construction at Pomona School

Staff presentation: John Shaver, City Attorney

- 12.*** **Change Order to 25 ½ Road Reconstruction Phase II Streets Project** [Attach 11](#)

This change order is to construct the Pomona School parking lot for School District #51. M. A. Concrete Construction, Inc. has agreed to construct the improvements for \$179,997.00. A second change order will be brought forward at a later time for the irrigation, landscaping, and lighting to be constructed.

Action: Authorize the City Manager to Sign Change Order #1 for the 25 ½ Road Reconstruction Phase II Streets Project to M. A. Concrete Construction, Inc. in the Amount of \$179,997.00

Staff presentation: Tim Moore, Public Works Manager

13. **NON-SCHEDULED CITIZENS & VISITORS**
14. **OTHER BUSINESS**
15. **ADJOURNMENT**

Attach 1

Minutes from the Previous Meeting

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

July 7, 2004

The City Council of the City of Grand Junction convened into regular session on the 7th day of July 2004, at 7:31 p.m. in the City Auditorium. Those present were Councilmembers Harry Butler, Cindy Enos-Martinez, Dennis Kirtland, Bill McCurry, Gregg Palmer, Jim Spehar and President of the Council Bruce Hill. Also present were City Manager Kelly Arnold, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Hill called the meeting to order. Councilmember Enos-Martinez led in the pledge of allegiance. The audience remained standing for the invocation by Councilmember Harry Butler.

Council President Hill recognized Councilmember Jim Spehar being elected as Secretary/Treasurer of CML. That means in three years he will be President of the CML.

He then recognized Councilmember Bill McCurry's receipt of a Medal of Service of 52 years.

APPOINTMENTS

APPOINTMENTS TO RIVERFRONT COMMISSION

Councilmember Kirtland moved to appoint Marianne Tilden, David Ludlum, Dennis Pretti and Deb McCoy to the Riverfront Commission for three year terms until July 2007. Councilmember Enos-Martinez seconded the motion. Motion carried.

RATIFICATION OF APPOINTMENTS TO URBAN TRAILS

Councilmember Palmer moved to ratify the appointment of Paul Darr and Denise McGinnis to Urban Trails Committee to complete the unexpired terms expiring July 2005, ratify the re-appointment of Judy Craddock to Urban Trails Committee for 3-year term expiring July 2007 and ratify the appointment of Lydia Reynolds and Robert Tallarico to the Urban Trails Committee for 3 year terms expiring July 2007. Councilmember Kirtland seconded the motion. Motion carried.

RATIFICATION OF APPOINTMENT TO BUILDING CODE BOARD OF APPEALS

Councilmember McCurry moved to ratify the re-appointment of David Detwiler to an alternate position on the Mesa County Building Code Board of Appeals for a 3-year term expiring July 2007. Councilmember Enos-Martinez seconded the motion. Motion carried.

CITIZEN COMMENTS

There were none.

CONSENT CALENDAR

It was moved by Councilmember Spehar, seconded by Councilmember Kirtland, and carried by roll call vote to approve Consent Calendar Items #1 through #6, moving item #4 to Individual Consideration between Items #11 and #12.

1. **Minutes of Previous Meetings**

Action: Approve the Summary of the June 14, 2004 Noon Workshop, Summary of the June 14, 2004 Workshop and the Minutes of the June 16, 2004 Regular Meeting

2. **Setting a Hearing for the Zoning of Red Tail Ridge II Annexation** [File #ANX-2004-094]

Introduction of a proposed zoning ordinance to zone the Red Tail Ridge II, Annexation RSF- 4, Located South and West of Buena Vista Drive on Orchard Mesa

Proposed Ordinance Zoning the Red Tail Ridge II Annexation to RSF-4 Located South and West of Buena Vista Drive on Orchard Mesa

Action: Introduction of Proposed Ordinance and Set a Hearing for July 21, 2004

3. **Setting a Hearing for the Haremza Annexation Located at 2126 Hwy 6 & 50** [File #ANX-2004-121]

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 7.895 acre Haremza annexation consists of 1 parcel.

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

Resolution No. 57-04 – 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, Haremza Annexation Located at 2126 Hwy 6 & 50

®Action: *Adopt Resolution No. 57-04*

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Haremza Annexation Approximately 7.895 Acres Located at 2126 Hwy 6 & 50

Action: *Introduction of Proposed Ordinance and Set a Hearing for August 18, 2004*

4. **Gardunio Revocable Permit Located at 2030 N. 6th Street** [File #RVP-2004-090]

The petitioner is requesting approval and issuance of a revocable permit to place large boulders in the City right-of-way adjacent to their rear property line.

Moved to individual consideration between Items #11 and #12.

5. **Setting a Hearing for the Flint Ridge III Annexation, Located at 2946 and 2952 D Road** [File #ANX-2004-101]

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 19.1275 acre Flint Ridge III Annexation consists of 2 parcels located at 2946 and 2952 D Road.

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

Resolution No. 62-04 – 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, Flint Ridge III Annexation Located at 2946 and 2952 D Road

®Action: *Adopt Resolution No. 62-04*

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Flint Ridge III Annexation Approximately 19.1275 Acres Located at 2946 and 2952 D Road

Action: Introduction of Proposed Ordinance and Set a Hearing for August 18, 2004

6. **Setting a Hearing for the Castanha Annexation No. 1, No. 2, No. 3, No. 4, Located at 2250 Saddlehorn Road** [File #ANX-2004-135]

Castanha Annexation, a serial annexation comprised of 4.895 acres, located at 2250 Saddlehorn Road and including a portion of the 22 ½ Road and Saddlehorn Road Rights-of-Way, has presented a petition for annexation as part of a preliminary plan. The applicants request approval of the Resolution referring the annexation petition, consider reading of the Annexation Ordinance, and requesting Land Use Jurisdiction immediately.

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

Resolution No. 63-04 – 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, Castanha Annexation No. 1, 2, 3, & 4 Located at 2250 Saddlehorn Road

®Action: Adopt Resolution No. 63-04

b. Setting a Hearing on Proposed Ordinances

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Castanha Annexation No. 1, Approximately 0.039 Acres Located at 2250 Saddlehorn Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Castanha Annexation No. 2, Approximately 0.133 Acres Located at 2250 Saddlehorn Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Castanha Annexation No. 3, Approximately 1.188 Acres Located at 2250 Saddlehorn Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Castanha Annexation No. 4, Approximately 3.535 Acres Located at 2250 Saddlehorn Road

Action: Introduction of Proposed Ordinances and Set a Hearing for August 18, 2004

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

2004 South Broadway Trail and 2004 South Camp Road Curb and Gutter Improvements

Award of a construction contract to Reyes Construction in the amount of \$244,051.65 for the 2004 South Broadway Trail and South Camp Road Curb and Gutter Improvements.

Tim Moore, Public Works Manager, reviewed this item. He explained that the project really consists of two projects. First is the completion of the trail at the corner of South Camp and South Broadway. Secondly, the curb and gutter will be installed along South Camp Road between Buffalo Drive and East Dakota Drive on the south side of the road. The project is within budget.

Councilmember Kirtland moved to authorize the City Manager to sign a construction contract for the 2004 South Broadway Trail and South Camp Road curb and gutter improvements with Reyes Construction in the amount of \$244,051.65. Councilmember McCurry seconded the motion. Motion carried.

Public Hearing - Appeal a Planning Commission Decision – 2938 North Avenue – Palace Pointe Market Place [File #VAR-2004-056]

APPELLANT HAS REQUESTED CONTINUANCE TO AUGUST 18, 2004

The appellant, North Avenue Center, LLC, wishes to appeal the Planning Commission's decision regarding the denial of their variance request of the Zoning & Development Code's requirement to provide a six foot (6') masonry wall between a C-1, Light Commercial and a RMF-8, Residential Multi-Family – 8 units/acre (County) Zoning District. This appeal is per Section 2.18 E. of the Zoning & Development Code which specifies that the City Council is the appellant body of the Planning Commission.

The public hearing opened at 7:45 p.m.

It was noted that a request to continue the appeal was received from the appellant.

Councilmember Kirtland moved to continue the public hearing to August 18, 2004. Councilmember Enos-Martinez seconded the motion. Motion carried.

Public Hearing - Amending the Planned Development (PD) for the Summer Hill Subdivision [File #RZP/FPP-2004-028]

Consider final passage of a proposed ordinance rezoning 1.6 acres of land from RSF-4 (Residential Single Family with a maximum of 4 units per acre) to PD (Planned Development) and amending Ordinance No. 3136 to establish an underlying zone district and include bulk standards. The applicant is also requesting Council approval of the Summer Hill Subdivision development schedule to extend beyond December 31, 2004 and allow construction traffic to use Lanai Drive and Catalina Drive for a 60 day construction period.

The public hearing opened at 7:46 p.m.

David Thornton, Principal Planner, reviewed this item. He reviewed the history of the area and the reason for the request. The petitioner is requesting to zone a 1.546 acre parcel to be included in the original Summer Hill Subdivision Plat. The request meets the 1997 rezone criteria. This will also establish the underlying zone districts for the Planned Development zone. The reason for the two different zone designations is due to the size of the lots. One of the changes to the bulk standards is to allow covered and uncovered patios to extend into the side yard setback. The request also includes a request to extend the development schedule beyond December 31, 2004 as allowed under the new Code. Their schedule is to start Phase 6 before December 31, 2005, Phase 7 before December 31, 2006 and Phase 8 before June 15, 2008. Lastly, the construction access to and from Filings 2 and 3, the developer is asking permission to run housing construction traffic through Paradise Hills for 60 days in order to improve the construction access road.

Councilmember Kirtland asked about the wording for the ordinance. City Attorney John Shaver stated that it is not necessary to have a motion of the recommendations stated.

Robert Bray, 2660 G Road, representing Paradise Hills Partnership, stated that the construction of the access road has been a cooperative effort and that cooperation has minimized construction traffic. With Filing 3, access will temporarily be interrupted. There is building going on, not intense, but is going on. The intent is to get Filing 5 completed as quickly as possible. By design, access to this filing is designed to come from the west.

The contractor believes he can complete the road construction in 45 days; a 60 days allowance provides a little leeway.

Councilmember Spehar asked if the road will be the first thing built. Mr. Bray replied first water and sewer, then running utilities, then paving. Councilmember Spehar asked if streets will be complete before residential construction starts in the new filing. Mr. Bray said the objective is to do that, starting Filing 5 in September. The public hearing closed at 8:11 p.m.

Councilmember Spehar stated that unrestricted traffic should be allowed in Filing 3 and not impact the residential contractor at the top of the hill. New construction should not be allowed in Filing 5 until the road is constructed and access should be allowed through Paradise Hills through this period of time.

Councilmember Palmer asked about the history of the gate. Councilmember Spehar replied the gate was installed until residential occupants were in Filing 3. Good efforts were made to keep heavy traffic out of Paradise Hills. The gate forced them to the west.

Councilmember Kirtland asked if a barricade will work as effectively.

Mr. Bray replied on two issues: the gate is a non-issue and he will address it if it is that important. The gate will not be in place for 12 to 18 months. No complaints were received previously when a gate has been used. There is only one development contractor to be controlled. They will be happy to put access restrictions in his contract. A gate would be better than a barricade because the road could be opened certain days. He expressed concern about the restriction of not letting the residential construction begin in Filing 5 until the road is complete, it is important to get building foundations started in the fall. He believes the road will be done prior to construction of homes but asked that they could go ahead with permits and pour the foundations. The traffic will go through Seneca Way and they will make their best efforts to direct the construction traffic that way. Councilmember Spehar said if it is their objective to have that complete, then to prohibit construction in Filing 5 until the road is complete should not be a problem.

Council President Hill said they do not want construction traffic to get used to using Catalina and Lanai again.

Doug Theiss, Thompson-Langford, who is coordinating the road construction said if they get approval, they will be ready to get started next week. Water and Sewer will take about four weeks. The road will be closed for about four weeks, then will be opened for curb and gutter, and then closed again for paving for about a week. The contractors are familiar with the situation.

Ordinance No. 3647– An Ordinance Amending Ordinance No. 3136 to Include Additional Property and Establish Underlying Zoning and Bulk Standards for the Summer Hill Planned Development

Councilmember Kirtland moved to adopt Ordinance No. 3647 on Second Reading and ordered it published. Councilmember Spehar seconded the motion. Motion carried by roll call vote.

Councilmember Kirtland moved to establish the filing schedules as proposed. Councilmember Spehar seconded. Motion carried.

Councilmember Spehar moved to approve the staff recommendations with the additional condition that there be no residential construction in Filing 5 until the remaining distance of the road is complete. Councilmember Enos-Martinez seconded.

Council discussion.

Councilmember Kirtland asked if Mr. Bray would have the opportunity to ask for an adjustment if the road is not complete by September. Council President Hill noted that traveling Lanai and Catalina Drive is not the preferred route and he does not see it as such an issue. Councilmember Spehar countered that living there, it has been an issue.

Councilmember Enos-Martinez asked if there are deadlines on the completion of the infrastructure. City Attorney Shaver answered generally, but not specifically this road, only the infrastructure as it relates to the specific filing.

Councilmember Spehar voted in favor, the rest of Council voted against. The motion failed.

Councilmember Kirtland moved to eliminate the restriction on construction traffic through Paradise Hills for a sixty day time period, acknowledging and incorporating Mr. Bray's comments including limiting the impact and the traffic. Councilmember McCurry seconded. Motion carried.

Public Hearing – Peregrine Estates Annexation and Zoning Located at 2157 S. Broadway [File #ANX-2004-060]

Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation and zoning ordinance for the Peregrine Estates Annexation, located at 2157 S. Broadway. The 18.585 acre annexation consists of 1 parcel of land.

The public hearing opened at 8:43 p.m.

Senta L. Costello, Associate Planner, reviewed this item. She described the area of the request, the surrounding zoning and uses. The request meets all annexation and zoning requirements and both Planning Commission and staff recommend approval. The petitioner was not present.

There were no public comments.
The public hearing was closed at 8:44 p.m.

City Manager Arnold inquired if the annexation includes Meadows Way. Ms. Costello said yes, since a subdivision is proposed the developer will be improving Meadows Way.

a. Accepting Petition

Resolution No. 64-04 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Peregrine Estates Annexation Located at 2157 S. Broadway is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3648 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Peregrine Estates Annexation, Approximately 18.548 Acres Located at 2157 S. Broadway

c. Zoning Ordinance

Ordinance No. 3649 – An Ordinance Zoning the Peregrine Estates Annexation to RSF-2, Located at 2157 S. Broadway

Councilmember Kirtland moved to adopt Resolution No. 64-04 Ordinances No. 3648 and No. 3649 on Second Reading and ordered them published. Councilmember Palmer seconded the motion. Motion carried by roll call vote.

Council President Hill called a recess at 8:46 p.m.

The meeting reconvened at 8:54 p.m.

Gardunio Revocable Permit Located at 2030 N. 6th Street [File #RVP-2004-090]

The petitioner is requesting approval and issuance of a revocable permit to place large boulders in the City right-of-way adjacent to their rear property line.

Ronnie Edwards, Associate Planner, reviewed this item. She explained the reason for the request and how the area will benefit from the request.

Councilmember Enos-Martinez asked if the applicant will have to place his trash container in another location. Ms. Edwards said it will not affect the location for the neighborhood trash containers. Councilmember Enos-Martinez asked if there would be any reason for the City to get in there to do work.

Tim Moore, Public Works Manager, said the issuance of a revocable permit in an area that is in the right-of-way is not uncommon. Routine maintenance would not be hampered. However, if there is a need to get in there in the future, the revocable permit gives the City the flexibility to reclaim that area if need be, it does preserve the right-of-way. There is no need to be in there on a routine basis. The City would likely have to move the boulders if there is work to be done.

City Manager Arnold read section 5 of the revocable permit that requires the applicant to remove the boulders at his expense if the permit were to be revoked. Attorney Shaver said that is in a non emergency situation. If there were extraordinary expenses that the City occurred in clearing the area, the City could charge those amounts back to the land owner.

Councilmember Spehar inquired if the City typically does these permits for landscaping and could this be setting precedence. Mr. Moore said that is a great example of those types of encroachments. Many times residents just occupy right-of-way without permission. The applicant is going through the process and he knows up front that the City has the right to revoke permission. City Attorney Shaver there is no precedence, all of these types of permits are on a case by case basis.

Gordon Gardunio, 2030 N. 6th Street, he said he built the back fence on his property line. It was built about ten to twelve years ago. His neighbor to the east runs a small scale trucking outfit and he accesses his property through the alley. When he backs in he continues to brush against the fence. His fence has been hit five times. The neighbor repaired it four times. The last time, in November, 2003, it took until April 5, 2004 to fix it. That prompted the revocable permit. Mr. Gardunio indicated the location he places his trash containers. His neighbor sets his in the proposed location. Boulders may sound excessive; they will be one foot by one foot above the ground. The rocks will not be the full length of his property. The utilities were placed when the alley was concreted about ten years ago.

Councilmember Kirtland asked if it is physically possible to negotiate his driveway on the pavement. Mr. Gardunio said yes he can. Councilmember Kirtland asked if other alternatives were looked at. Mr. Gardunio said he works for BLM and they use rocks. That would be a low cost alternative.

Councilmember Spehar expressed concern about pedestrians in the alley when vehicles are using the alley.

Councilmember Butler moved to adopt Resolution No. 61-04 – A Resolution Concerning the Issuance of a Revocable Permit to Rose Gardunio and Gordon Gardunio. Councilmember McCurry seconded.

Council discussion.

Councilmember Enos-Martinez asked if the City would have taken any action if the applicant had placed the boulders in the right-of-way without requesting a revocable permit. City Manager Arnold said the City would have acted upon the issue if a complaint had been received.

Motion carried.

Public Hearing - Amending Chapter 32 Code of Ordinances Regarding Sidewalk Dining

A number of downtown restaurants are seeking the opportunity to serve alcohol outdoors along Main St. In order to allow this, a revocable permit for use of this public right-of-way is required. This amendment provides for this revocable permit for use of the public right-of-way for use for food and alcohol service and is similar to the terms and conditions of several other communities in Colorado that offer such service.

The public hearing opened at 9:19 p.m.

Harold Staf, Executive Director, DDA, reviewed this item. He noted this has been discussed for some time. The approval of the revocable permit will allow the liquor authority to approve a modification of premises. The research shows it is used in several cities.

Councilmember Palmer asked if these restaurants could then have smoking in those outdoor areas. City Attorney Shaver said that is correct.

Councilmember Palmer asked how far they can extend out into the right-of-way. Mr. Staf said they must maintain a five foot right-of-way. City Attorney Shaver explained the

change allows alcohol service in the right-of-way, but there are a number of steps that would need to be taken first, the revocable permit, the lease and then a modification of premises through the liquor licensing authority.

Council President Hill asked if they would have to come back annually. City Attorney Shaver said it depends on how the revocable permit is written.

Councilmember Butler asked if smoking would then be allowed in the outdoor area. He voiced concerns about drinking alcohol on the public sidewalk.

Milton Long, 302 Pitkin, stated that drug use is not the problem, drug abuse is the problem. The most common abuse is with alcohol. He suggested limiting people to one drink per half hour.

Harry Griff, Chairman of the DDA, stated that this has been discussed for some time. From the DDA perspective, what they are trying to do is promote the outdoor ambiance of the downtown. A number of venues have sprouted that have outdoor areas. They think the downtown should be able to have a part in that. The first step was to narrow the amount of right-of-way required on the sidewalk. This proposed change provides another opportunity for the restaurant owners. The liquor regulations already address restrictions on service to customers who are intoxicated.

Brunella Gualerzi, Il Bistro, 400 Main Street, has thought about building an outdoor patio for some years, a lot of their customers come from other towns and ask why they don't serve food or alcohol outside. They own the building and are able to expand to the east. They are thinking about moving walls in and then out into the right-of-way. The City still has control through the revocable permit and the liquor board. It will be up to each restaurant to design the area and decide if they can make use of the new option.

The public hearing closed at 9:35 p.m.

Councilmember Palmer said this will benefit all downtown by enhancing the ambiance. It will let visitors enjoy the unique downtown.

Ordinance No. 3650 – An Ordinance Amending Part of Chapter 32 of the City of Grand Junction Code of Ordinances Relating to Permits for Activities in the Downtown

Councilmember Enos-Martinez moved to adopt Ordinance No. 3650 on Second Reading and ordered it published. Councilmember Palmer seconded the motion.

Council discussion.

Councilmember Butler disagreed that drinking will bring more traffic to downtown. There are a lot of transients wanting to be served. He is against it on public property.

Councilmember Spehar agreed with Councilmember Butler, and added that it will compromise control during downtown events. There are other alternatives to providing such alcohol, those restaurants that have the ability to do so on their own property. He said it is inappropriate to provide it in the public right-of-way.

Councilmember Kirtland noted this occurs in other areas; downtown events will put additional responsibility on the restaurant owners for control. It is worth taking the opportunity, it may be an enhancement.

Council President Hill supports the issue. In CML magazine, Grand Junction is featured for Art on the Corner. This isn't the only thing, but will add to the ambiance. Any applicant going through their process will not jeopardize it by not controlling the alcohol.

Councilmember Enos-Martinez stated the current license holders will be responsible; they won't put their liquor licenses on the line.

Motion carried by roll call vote with Councilmembers Butler and Spehar voting NO.

NON-SCHEDULED CITIZENS & VISITORS

There was none.

OTHER BUSINESS

There was none.

EXECUTIVE SESSION

Councilmember Spehar moved to go into executive session to confer with and receive legal advice from the City Attorney regarding pending litigation with the Grand Junction Rural Fire Protection District, under Section 402 (4) (B) of the open meetings law and that Council would not return to open session. Councilmember Enos-Martinez seconded the motion. Motion carried.

ADJOURNMENT

The meeting adjourned to executive session at 9:45 p.m.

Stephanie Tuin, MMC
City Clerk

Attach 2
Setting a Hearing on DDA Tax Increment Funding Extension
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	DDA Tax Increment Funding Extension					
Meeting Date	July 21, 2004					
Date Prepared	July 15,2004				File #	
Author	Harold Stalf			DDA Executive Director		
Presenter Name	Harold Stalf			DDA Executive Director		
Report results back to Council		No		Yes	When	
Citizen Presentation		Yes	x	No	Name	
	Workshop	X		Formal Agenda	x	Consent
						Individual Consideration

Summary: State authorization of TIF funding for DDA's is limited to twenty-five years unless extended. The DDA is requesting Council approval to extend its TIF funding for capital improvements by five years, as authorized by the legislature in 2002, pending local approval.

Budget: Continuation of existing TIF formula.

Action Requested/Recommendation: Approval on First Reading to be discussed on second reading on August 4th.

Attachments: Ordinance / DDA Resolution

Background Information: The original TIF (Tax Increment Financing) authorization was adopted in 1981 with funding commencing in 1982. Due to the economic factors of the local economy at the time, little was realized from this program for nearly a decade. Given the "sunset" provision by the State of Colorado on this funding source at twenty-five years, an extension was ushered through the State Legislature in 2002 permitting a five year extension. Currently the TIF funding is due to expire in 2007. This ordinance will set an election of the downtown electorate for November, 2004 to consider extending the existing funding by five years. Approval will not result in a tax increase for downtown property owners, nor would disapproval result in a decrease. Rather, this is a diversion of funds to focus on downtown capital improvements through 2012.

ORDINANCE NO. ____

AN ORDINANCE SUBMITTING TO A VOTE THE QUESTION OF MODIFYING THE PURPOSES OF THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY, EXTENDING THE LIFE THEREOF IN ACCORDANCE WITH STATE LAW, AUTHORIZING AN INCREASE IN MAXIMUM INCURRED DEBT AND INCLUDING THE ENSTROM PROPERTY INTO THE BOUNDARY OF THE DISTRICT

Recitals.

In 1977 the City Council of the City of Grand Junction, Colorado determined that it was necessary to establish a Downtown Development Authority (DDA) for the public health, safety, prosperity, security and welfare and to assist in preventing deterioration of property values and eliminating slum and blight in the central business district of the City. The DDA was formed in 1977 and has actively and effectively achieved its mission since that time.

By this ordinance the City, by and through the DDA, seeks to modify the purpose of the DDA and to extend the life thereof pursuant to State law and to increase the maximum authority to incur debt for DDA projects.

Furthermore, this ordinance serves to amend the boundaries of the DDA by the inclusion of the Enstrom property. The owners of the property described in the petition for inclusion having shown evidence satisfactory to the Board of their intent to annex to the District and the Board having approved the inclusion application, the City Council does hereby re-describe the District so as to include the additional property as described in the petition. From the effective date of this ordinance the included property shall be subject to any taxes imposed for the use and benefit of the DDA.

The approval of the ballot question will not create any new taxes. The DDA is principally funded by borrowing and paying the principal, interest and any premiums due in connection with issuing bonds or indebtedness. DDA projects are financed by the issuance of debt. That debt is repaid by the pledge and collection of a portion of the property taxes and City sales taxes collected in the DDA. Those taxes are known as the Tax Increment Fund.

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

1. That pursuant to Part 8 of Article 25 of Title 31, Colorado Revised Statutes, there be submitted to the qualified electors (as that term is defined in Part 8) of the district hereinafter described at the general election to be held within the district on the 5th day of November 2004 in the City of Grand Junction, the following question:

“SHALL CITY OF GRAND JUNCTION DEBT BE INCREASED \$18,000,000.00 WITH A REPAYMENT COST OF \$20,000,000.00, WITHOUT RAISING ADDITIONAL TAXES, TO FINANCE STREETS, PARKS, PLAZAS, PARKING FACILITIES, PLAYGROUNDS, CAPITAL FACILITIES, PEDESTRIAN MALLS, RIGHTS-OF-WAY, STRUCTURES, WATERWAYS, BRIDGES, ACCESS ROUTES TO ANY OF THE FOREGOING, DESIGNED FOR USE BY THE PUBLIC GENERALLY OR USED BY ANY PUBLIC AGENCY WITH OR WITHOUT CHARGE; SUCH DEBT TO BE EVIDENCED BY BONDS, LOANS, ADVANCES OR INDEBTEDNESS PROVIDED THAT THE SPECIFIC TERMS OF THE DEBT, INCLUDING A PROVISION FOR EARLY REPAYMENT WITH OR WITHOUT A PREMIUM, AND THE PRICE AT WHICH IT WILL BE SOLD SHALL BE DETERMINED BY THE CITY AS NECESSARY AND PRUDENT; AND SHALL THE PLEDGE OF THE TAX INCREMENT FUND TO SUCH DEBT BE AUTHORIZED FOR A PERIOD NOT TO EXCEED THE MAXIMUM TIME PERMITTED BY LAW?”

YES

NO

2. That there is sufficient evidence that the owners of the property described in the petition for inclusion have shown their intent to annex to the district and the DDA Board having approved the inclusion application; the boundary of the DDA is hereby re-described to include the boundary as it existed as of the date of first reading of this ordinance together with the additional property as described in the inclusion petition.

3. That from the effective date of this ordinance the property within the boundary shall be subject to any taxes imposed for the use and benefit of the DDA.

4. That to the extent necessary or required, this ordinance shall be deemed to amend and/or repeal prior ordinances inconsistent herewith.

INTRODUCED ON FIRST READING and ORDERED PUBLISHED this ____ day of July 2004.

PASSED and ADOPTED this ____ day of July 2004.

Bruce Hill
President of the Council

Attest:

Stephanie Tuin
City Clerk

RESOLUTION NO. _____ -04

A RESOLUTION CALLING AN ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF THE DISTRICT A QUESTION FOR MODIFYING THE PURPOSES OF THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY, EXTENDING THE LIFE THEREOF IN ACCORDANCE WITH STATE LAW AND AUTHORIZING AN INCREASE IN MAXIMUM INCURRED DEBT OF THE DISTRICT

RECITALS.

In 1977 the City Council of the City of Grand Junction, Colorado determined that it was necessary to establish a Downtown Development Authority (DDA) for the public health, safety, prosperity, security and welfare and to assist in preventing deterioration of property values and eliminating slum and blight in the central business district of the City. The DDA was formed in 1977 and has actively and effectively achieved its mission.

At the time the DDA was established State law established a 25 year life for such authorities. That law has subsequently been amended to allow an additional five years. The Grand Junction DDA desires to extend its operations as now allowed by law. The DDA was established with a maximum allowed debt of \$10 million dollars to be spent on pedestrian and travel improvements. That limit must be increased to allow additional borrowing and spending over the added five year life of the authority.

Furthermore, the DDA seeks to modify the purpose of the DDA to allow it to make capital expenditures for all statutorily allowed purposes.

To accomplish these purposes the DDA Board does by this resolution call for an election at which the following ballot question will be submitted to the qualified electors of the District.

The approval of the ballot question will not create any new taxes. The DDA is principally funded by borrowing and paying the principal, interest and any premiums due in connection with issuing bonds or indebtedness. DDA projects are financed by the issuance of debt. That debt is repaid by the pledge and collection of a portion of the property taxes and City sales taxes collected in the DDA. Those taxes are known as the Tax Increment Fund.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY THAT:

1. Authorization of the continued development, redevelopment and reinvestment in downtown Grand Junction by the Downtown Development Authority is an important question worthy of the qualified electors consideration.
2. An election shall be called and the following question be submitted to the qualified electors on November 5, 2004:

Ballot Question Number

“SHALL CITY OF GRAND JUNCTION DEBT BE INCREASED \$18,000,000.00 WITH A REPAYMENT COST OF \$20,000,000.00, WITHOUT RAISING ADDITIONAL TAXES, TO FINANCE STREETS, PARKS, PLAZAS, PARKING FACILITIES, PLAYGROUNDS, CAPITAL FACILITIES, PEDESTRIAN MALLS, RIGHTS-OF-WAY, STRUCTURES, WATERWAYS, BRIDGES, ACCESS ROUTES TO ANY OF THE FOREGOING, DESIGNED FOR USE BY THE PUBLIC GENERALLY OR USED BY ANY PUBLIC AGENCY WITH OR WITHOUT CHARGE; SUCH DEBT TO BE EVIDENCED BY BONDS, LOANS, ADVANCES OR INDEBTEDNESS PROVIDED THAT THE SPECIFIC TERMS OF THE DEBT, INCLUDING A PROVISION FOR EARLY REPAYMENT WITH OR WITHOUT A PREMIUM, AND THE PRICE AT WHICH IT WILL BE SOLD SHALL BE DETERMINED BY THE CITY AS NECESSARY AND PRUDENT; AND SHALL THE PLEDGE OF THE TAX INCREMENT FUND TO SUCH DEBT BE AUTHORIZED FOR A PERIOD NOT TO EXCEED THE MAXIMUM TIME PERMITTED BY LAW?”

YES

NO

Adopted this ___ day of July 2004.

Chairman of the Board

ATTEST:

Secretary

Attach 3
Setting a Hearing to Appeal a for Colorado West Mental Health
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Setting a Hearing to appeal a Planning Commission decision regarding the approval of a Conditional Use Permit for an Unlimited Group Living Facility for Colorado West Mental Health – 515 28 ¾ Road					
Meeting Date	July 21, 2004					
Date Prepared	July 14, 2004				File #CUP-2004-019	
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 City received three (3) letters of appeal from various interested parties regarding the Planning Commission’s decision to approve a Conditional Use Permit (CUP) for an Unlimited Group Living Facility for Colorado West Mental Health which is proposed to be located at 515 28 ¾ Road. The appellants wish to set a hearing date to appeal the Planning Commission’s decision regarding the approval of the Conditional Use Permit. On July 13th, the Planning Commission also denied one (1) of the appellant’s request for a rehearing on the matter.

A Conditional Use Permit is required in a C-1, Light Commercial Zoning District for an Unlimited Group Living Facility which is defined in the Zoning & Development Code as a “*residence of 12 or more unrelated persons, exclusive of staff.*” Per Section 2.18 E. 4. g. of the Zoning & Development Code, the appeal shall be scheduled within forty-five (45) calendar days of receipt of the appeal.

Budget: N/A

Action Requested/Recommendation: Set a hearing date for the appeal of August 4, 2004.

Attachments: None

Attach 4
Grand Valley Circulation Plan Periodic Updates
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Grand Valley Circulation Plan Periodic Update							
Meeting Date		July 21, 2004							
Date Prepared		July 15,2004				File # PLN-2004-029			
Author		Laura Lamberty			Development Engineer				
Presenter Name		Tim Moore			Public Works 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: Amending the Grand Valley Circulation Plan by changing the classification of various roads in the Urban Area.

This proposed update amendment to the Grand Valley Circulation Plan reflects changes in the following categories:

- a. Updating “Proposed” roadways to “Existing” reflecting actual construction progress
- b. Modifying roadway classifications based on changing development patterns, updates to transportation models, and better technical information
- c. Clerical/drafting errors
- d. Reflecting changes in previous approved district maps/amendments
- e. Changes requested by Mesa County Staff outside of the 201 boundary

A complete list of the changes are presented in tabular format as an Appendix to this report.

Budget: No impacts.

Action Requested/Recommendation: Adoption of the resolution amending the Grand Valley Circulation Plan.

Attachments:

- Grand Valley Circulation Plan with changes shown
- Tabular Description of All Changes
- Public Involvement Plan and Report

- Resolution which includes Grand Valley Circulation Plan Map updates (Exhibit A) and District Map 2004-01: Access Management Plan 24 Road/F Road (Exhibit B)

Background Information:

The Grand Valley Circulation Plan is an important transportation planning tool which lays out the major street network, providing guidelines for street cross-sections and access policies. The Circulation Plan is administered in the Urban Growth Boundary by the City and County.

Adoption of this periodic update to the Grand Valley Circulation Plan provides important updates to reflect actual construction and growth, proposed Riverside Parkway impacts, results of transportation studies and technical evaluations, and correction of clerical errors.

The adoption of this update enhances this joint City-County planning tool to maintaining the standards for access, interparcel circulation, and mitigation of traffic impacts.

This modification to the Grand Valley Circulation Plan was adopted by the Mesa County Board of County Commissioners on June 21, 2004 and recommended for approval by the City of Grand Junction Planning Commission on June 22, 2004.

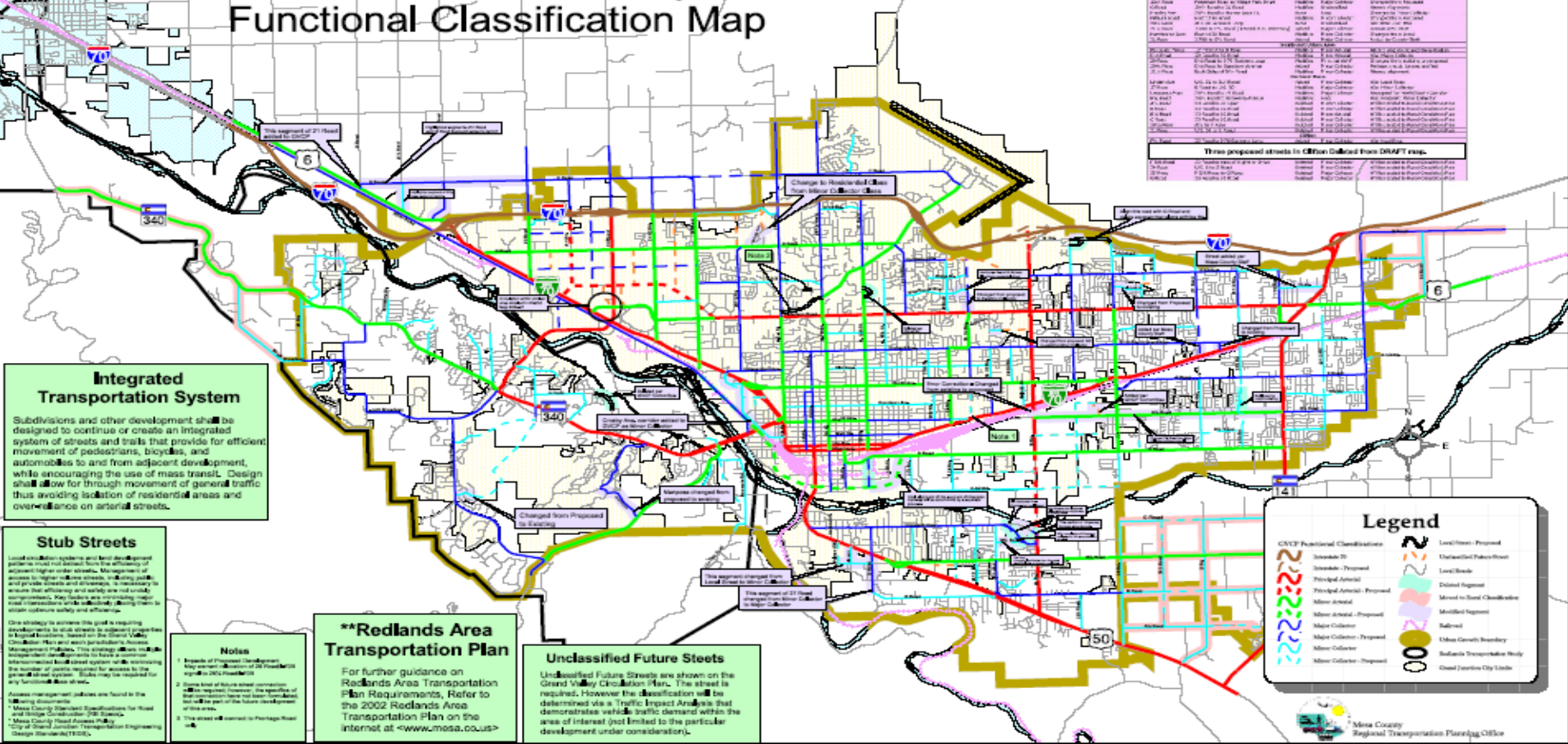
Grand Valley Circulation Plan

Grand Junction / Mesa County Urban Area

Functional Classification Map

Grand Valley Circulation Plan
Summary of Proposed Changes

Street	Proposed	Existing	Classification	Comments
1st Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
2nd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
3rd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
4th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
5th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
6th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
7th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
8th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
9th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
10th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
11th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
12th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
13th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
14th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
15th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
16th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
17th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
18th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
19th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
20th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
21st Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
22nd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
23rd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
24th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
25th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
26th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
27th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
28th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
29th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
30th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
31st Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
32nd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
33rd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
34th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
35th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
36th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
37th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
38th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
39th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
40th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
41st Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
42nd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
43rd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
44th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
45th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
46th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
47th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
48th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
49th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
50th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
51st Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
52nd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
53rd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
54th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
55th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
56th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
57th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
58th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
59th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
60th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
61st Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
62nd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
63rd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
64th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
65th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
66th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
67th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
68th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
69th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
70th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
71st Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
72nd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
73rd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
74th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
75th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
76th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
77th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
78th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
79th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
80th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
81st Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
82nd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
83rd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
84th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
85th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
86th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
87th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
88th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
89th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
90th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
91st Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
92nd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
93rd Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
94th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
95th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
96th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
97th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
98th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
99th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class
100th Street	2nd Class	1st Class	2nd Class	Change to 2nd Class



Integrated Transportation System
Subdivisions and other development shall be designed to continue or create an integrated system of streets and trails that provide for efficient movement of pedestrians, bicycles, and automobiles to and from adjacent development, while encouraging the use of mass transit. Design shall allow for through movement of general traffic thus avoiding isolation of residential areas and overreliance on arterial streets.

Stub Streets
Local circulation systems and local development patterns should not detract from the efficiency of access to higher order streets. Management of access to higher order streets, including public and private streets and driveways, is necessary to ensure that efficiency and safety are not unduly compromised. Key factors are controlling right-of-way encroachments on the roadway, eliminating other obstructions to safety and efficiency.
One strategy to address this goal is requiring developments to stub streets to adjacent properties in Redlands Areas. Stub streets should be designed to have a minimum width of 10 feet and a maximum length of 100 feet. The number of stubs required for access to the public street system. Stubbing may be required on any functional class street.

Notes
1. Example of Proposed Classification
2. Some kind of future street connection
3. This street will connect to Heritage Road

****Redlands Area Transportation Plan**
For further guidance on Redlands Area Transportation Plan Requirements, Refer to the 2002 Redlands Area Transportation Plan on the internet at <www.mesa.co.us>

Unclassified Future Steets
Unclassified Future Steets are shown on the Grand Valley Circulation Plan. The street is required. However the classification will be determined via a Traffic Impact Analysis that demonstrates viable traffic demand within the area of interest (not limited to the particular development under consideration).

Legend

GVCP Functional Classifications

- Interstate - Proposed
- Principal Arterial - Proposed
- Principal Arterial - Modified
- Minor Arterial - Proposed
- Minor Arterial - Modified
- Major Collector
- Minor Collector - Proposed
- Minor Collector - Modified
- Local Street - Proposed
- Local Street - Modified
- Unclassified Future Street
- Local Street
- Disturbed Region
- Moved to Base Classification
- Modified Region
- Subroad
- Urban Growth Boundary
- Subarea Transportation Study
- Grand Junction City Limits

GRAND VALLEY CIRCULATION PLAN

Summary of Proposed Changes

Street	Segment	Action	Classification	Comment
Northwest Urban Area				
H Road	21 Road to 23 Road	Added	Major Collector	Classification obscured by 201 boundary
21 Road	H Road to US 6	Added	Major Collector	Classification obscured by 201 boundary
21 ½ Road	H Road to US 6	Added	Minor Collector	No previous urban classification
22 Road	H Road to US 6	Added	Major Collector	No previous urban classification
F ¼ Road	24 ½ Road to 25 Road	Added	Minor Collector	No previous classification
F Road	West of 24 Road	Modified	Minor Arterial	Access Management/Secondary Street system per District Map (attached)
Estates Blvd	G Rd to Beaver Lodge	Modified	Local Road	Changed from Minor Collector
Redlands				
Canyon Rim Dr	S Camp Road to end	Modified	Minor Collector	Changed from Local as built
Riverview Drive	E Road to W Scenic Dr	Deleted	Local	Deemed technically unfeasible
Mariposa Drive	Ridges Blvd to Monument Rd	Modified	Minor Collector	Changed from proposed to existing
Northeast Urban Area				
Miller Homestead Loop	Loop Street across from Lakeside at 12 th	Deleted	Local	Deleted per District Map 2003-02
28 ¼ Road	Patterson Rd to Village Park Drive	Modified	Urban Collector	Changed from proposed to existing
G Road	29 ½ Road to 30 Road	Modified	Unclassified	Changed alignment to improve future intersection geometry
Presley Avenue	28 ½ Road to Norma Jean Ct	Modified	Minor Collector	Changed from proposed to existing
Milburn Road	30 Rd to Monarch Way	Modified	Minor Collector	Changed from Proposed to Existing
28 ¼ Road	I-70 Business Loop	None	Unclassified	See Note 1 on Map
31 ¼ Road	I-70B to E ½ Road	Added	Major Collector	Constructed 2003
Hawthorne Ave	East of 28 Road	Modified	Minor Collector	Changed from Local
31 Road	I-70B to E ½ Road	Added	Major Collector	Added by County Staff

GRAND VALLEY CIRCULATION PLAN

Summary of Proposed Changes

Street	Segment	Action	Classification	Comment
Southeast Urban Area (Pear Park)				
Riverside Pkwy	Lower Downtown	Modified	Minor Arterial	Revised conceptual alignment only
D ½ Road	29 Road to 32 Road	Upgraded	Minor Arterial	Revised due to traffic projections
29 Road	D ½ Rd to I-70B	Modified	Principal Arterial	Corrected to show as proposed
29 ¾ Road	D ½ Rd to Gunnison	Added	Local	Added to Improve Circulation
31 ½ Road	Both sides of D ½ Road	Modified	Minor Collector	Show proposed as existing north of D ½ ; Realign south of D ½ for intx spacing
Orchard Mesa				
Linden Avenue	US 50 south	Modified	Urban Collector	Upgraded from Minor Collector
27 Road	Us 50 to B Road	Modified	Urban Collector	Upgraded due to existing traffic & growth
Unawep Ave	28 ½ Rd to 29 Rd	Modified	Urban Collector	By approved District Map
B ¾ Road	28 ½ Rd to Unawep	Modified	Local	By approved District Map
A ½ Road	30 Rd to XL Spur	Deleted	Minor Collector	Will be added to Rural Circulation Plan
B Road	30 Road to 32 Road	Deleted	Minor Collector	Will be added to Rural Circulation Plan
B ½ Road	30 Rd to 32 Rd	Deleted	Minor Collector	Will be added to Rural Circulation Plan
C Road	30 Rd to 32 Rd	Deleted	Minor Collector	Will be added to Rural Circulation Plan
30 ½ Rd	A ½ to C Road	Deleted	Minor Collector	Will be added to Rural Circulation Plan
31 Rd	US 50 to C Road	Deleted	Minor Collector	Will be added to Rural Circulation Plan

Other changes outside of the 201 boundary are not summarized.

Grand Valley Circulation Plan Public Involvement Plan and Report

Notifications: Notification cards were sent twice to all property owners within 500' of an affected corridor when:

- * A roadway classification was designated
- * A roadway classification was upgraded
- * A roadway connection was added, deleted or modified

Over 2400 notification cards were mailed. Cards notified the affected property owner of the change proposed in their neighborhood, Planning Commission and City Council Hearing dates, and included an invitation to the Open House on Tuesday, March 16, at Two Rivers Convention Center.

Open House

An open house will be held to review proposed changes and collect comments from the public on Tuesday, March 16, from 4-6pm at Two Rivers Convention Center.

Feedback

To date, we have received over 60 of calls mostly with questions, or annexation concerns.

Most of the concerns regarding proposed roadway connections in the north Clifton area were referred to the County/RTPO and have subsequently been satisfactorily resolved.

Mesa County and RTPO staff worked with residents of the Clifton area and made modifications to the proposed map based on public input. A public meeting was held by the RTPO in the Clifton area which was attended by approximately 25 people. The proposed connections that were the subject of concern in these areas were removed from the map. Area circulation and further transportation planning in this area will be the subject of further County transportation planning efforts and neighborhood meetings.

Several concerns was logged regarding increased traffic and safety on Hawthorne when 28 ¼ is extended. Also several concerns were heard regarding the long-planned extension of 28 ¼ Road north to Cortland. While this plan does not express the route of roadway, staff feels that this connection is important in terms of providing future travel to 29 Road and providing the neighborhood with connections to the traffic signal at 28 ¼ Road.

**CITY COUNCIL, CITY OF GRAND JUNCTION
RESOLUTION NO. _____**

**A RESOLUTION AMENDING THE GRAND VALLEY CIRCULATION PLAN BY
CHANGING THE CLASSIFICATION OF VARIOUS ROADS IN THE URBAN AREA**

Recitals:

The Grand Valley Circulation Plan, formerly known as the Major Street Plan (referred to as “the Plan” hereinafter) identifies both major and minor transportation, circulation and connectivity routes and opportunities. The Plan is made and adopted pursuant to and in accordance with the Colorado Revised Statutes and the Grand Junction Zoning and Development Code.

This modification to the Grand Valley Circulation Plan was adopted by the Mesa County Board of County Commissioners on June 21, 2004 and recommended for approval by the City of Grand Junction Planning Commission on June 22, 2004.

This update amendment to the Grand Valley Circulation Plan reflects changes in the following categories:

- a. Updating “Proposed” roadways to “Existing” reflecting actual construction progress.
- b. Modifying roadway classifications based on changing development patterns, updates to transportation models, and the better technical information.
- c. Drafting errors.
- d. Reflecting changes in previous district maps/amendments.
- e. Changes proposed by Mesa County Staff outside of the 201 boundary.

A complete list of these changes is available upon request.

In accordance with section 1.11B.3 of the Zoning and Development Code, the City Council shall, as it deems appropriate, decide, adopt and/or amend the City’s street plans and components to it. For the reasons stated in the foregoing recitals, the Grand Junction Planning Commission and the staff recommend that the City Council adopt the amendment to the Grand Valley Circulation Plan as proposed in the attached maps marked “Grand Valley Circulation Plan – Grand Junction/Mesa County Urban Area Functional Classification Map” [Exhibit A] and “District Map 2004-01: Access Management Plan 24 Road/F Road” [Exhibit B].

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

The Grand Valley Circulation Plan is hereby amended to include the above described map and district map.

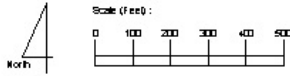
PASSED AND ADOPTED this ____ day of _____, 2004 by the City Council of the City of Grand Junction.

ATTEST:

Bruce Hill
President of the City Council

Stephanie Tuin
City Clerk

This drawing is not intended to serve as a legal representation of the detailed sites. It is intended to show current and future access requirements, as described.



**Patterson Rd., 24 Rd to I-70B
20 Year Area Access Plan**

Due to anticipated future volumes and accident control needs, future corridor access spacing will be more restrictive. The model's intent is that major access points be spaced at a minimum 300' between the 24 Rd and I-70B intersections.

Shown are proposed full-movement access (2, and 4) that will serve all highlighted properties. "Cross - Access" agreements, which will allow access to all full-movement access points and all highlighted parcels, will be require of all involved property owners.

Future access patterns (shown in red) will change from existing only as a djaacent properties develop, and equal, or better, access options become available.

Access Change Notes

- ① This "right in - right out only" access will become the only access permitted along 24 Rd between Patterson and I-70B. Median construction will occur with property development, or for accident control. Its location will be determined by the City.
- ② This shared, full-movement access will most immediately serve properties A - C, and I - L. The north and south access points will be opposite each other. The City will determine access placement upon first development by a property adjacent to this access point on either the north or south side of Patterson, based on left turn lane storage and existing development needs.
- ③ As properties (A - C) gain alternate access to either Patterson or 24 Rd, they will relinquish their right to use of this access upon redevelopment. No access will be permitted along I-70B, between 24 Rd and Patterson once this access fully closes.
- ④ This full movement access point will be placed at either of the two locations shown, as determined by the City when the first adjacent property undergoes development on either the north or south side of Patterson. This full-movement access will most immediately serve parcels D - F, H, and I.
- ⑤ The Kassandra intersection with 24 Rd will become a "right in-right out only" access when Rae Lynn extends north to Leland, or for reasons of accident control on 24 Rd.
- ⑥ The Leland intersection with 24 Rd will become a "right in-right out only" access when Rae Lynn extends from Kassandra north to F 1/2 Rd, and the F 1/2 Rd - 24 Rd intersection becomes fully developed.
- ⑦ This existing access will be relocated upon redevelopment or for accident control. The relocation will be to the west, or through an adjacent property.
- ⑧ This access point will be closed when alternate access becomes available ④.

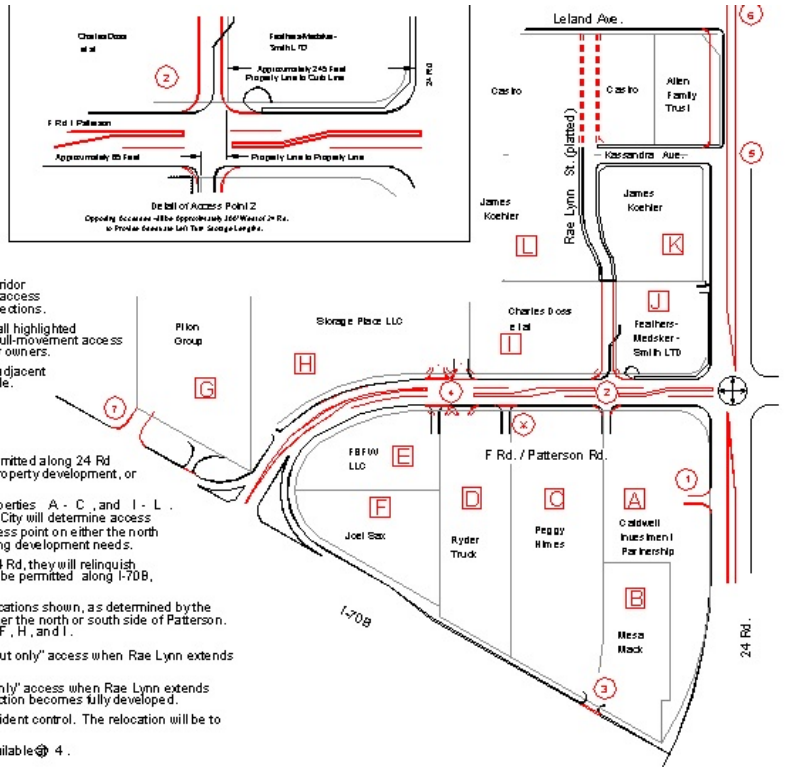


Exhibit B

Attach 5

Construction Contract for Redlands Parkway Trail Replacement Phase 1

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Construction Contract for Redlands Parkway Trail Replacement, Phase 1					
Meeting Date	July 21, 2004					
Date Prepared	July 15, 2004				File # - N/A	
Author	Mike Curtis, Project Engineer					
Presenter Name	Tim Moore, Public Works 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: This is the first phase of a project that will replace the existing asphalt trail along Redlands Parkway starting at South Broadway to the Junior Service League Park located on the north side of the Colorado River. The City received five bids for the **Redlands Parkway Trail Replacement, Phase 1**. Vista Paving Corporation, Grand Junction, was the low bidder in the amount of \$99,893.94.

Budget: This project is budgeted in Fund 2011 in years 2004 and 2005.

The estimated costs of Phase 1 are:

Construction Contract	\$99,893.94
Design	\$5,200.00
Construction Inspection and Administration (estimate)	\$8,000.00
Total Project Costs	\$113,093.94

Funding:

City Budget 2011-G24500	\$223,000.00
Total Project Costs	\$113,093.94
Balance in 2004	\$109,906.06

The 2004 balance will be carry forwarded to 2005 and added to the 2005 budget of \$96,000 for construction of Phase 2 of the project in 2005.

Action Requested/Recommendation: Authorize the City Manager to sign a Construction Contract for the **Redlands Parkway Trail Replacement, Phase 1** with **Vista Paving Corporation** in the amount of \$99,893.94.

Attachments: none

Background Information The first phase of the project includes construction of 1,347 feet concrete trail from South Broadway to Broadway and 1,890 feet of asphalt trail from Broadway to South Rim Drive. The section of trail between Broadway and South Rim Drive was designed to be replaced with asphalt pavement because cracks and other signs of movement in the old pavement indicate that the original trail may have been constructed on a poorly compacted embankment. Asphalt pavement is more flexible than concrete and can better handle settlement and movement in the underlying earth fill. The low bidder's prices for 4" thick asphalt pavement and 4" thick concrete pavement are \$15.57 per square yard and \$20.76 per square yard respectively. Both pavement types should perform well, although the asphalt pavement will require more maintenance in the future. In addition to the trail reconstruction, drainage improvements will be installed adjacent to the trail where needed.

Phase 2 of the project will reconstruct the trail from South Rim Drive to the Junior Service League Park in 2005. This phase will require drainage improvements and repair of the eroded slope adjacent to the trail near the south end of the Redlands Parkway River Bridge.

Phase 1 construction start date August 2, 2004
Phase 1 completion date September 27, 2004

Bids for Phase 1 of the project were opened on July 6, 2004. The low bid was submitted by Vista Paving Corporation in the amount of \$99,893.94. The following bids were received:

Bidder	From	Bid Amount
Vista Paving Corp.	Grand Junction	\$99,893.94
Alpine Construction & Landscaping	Grand Junction	\$119,067.00 (Irregular Bid)
Mays Concrete Contractors	Grand Junction	\$121,333.40
G&G Paving, Inc.	Grand Junction	\$123,254.50
United Companies	Grand Junction	\$126,254.50
Engineer's Estimate		\$139,105.00

Attach 6

**Purchase of 1% for the Arts Sculpture for Wingate Park
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>						
Subject:		Purchase of 1% for the Arts Sculpture for Wingate Park				
Meeting Date:		July 21, 2004				
Date Prepared:		July 9, 2004			File #	
Author:		Allison Sarmo		Cultural Arts Coordinator		
Presenter Name:		Allison Sarmo		Cultural Arts Coordinator		
Report results back to Council:		<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When
Citizen Presentation		<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name Doug Clary, Arts Commission Chair
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent <input checked="" type="checkbox"/> Individual Consideration

Summary: The Commission on Arts and Culture recommends to the City Council commissioning a bronze turtle sculpture by Mary Zimmerman for the new Wingate Park through the 1% for the Arts Program.

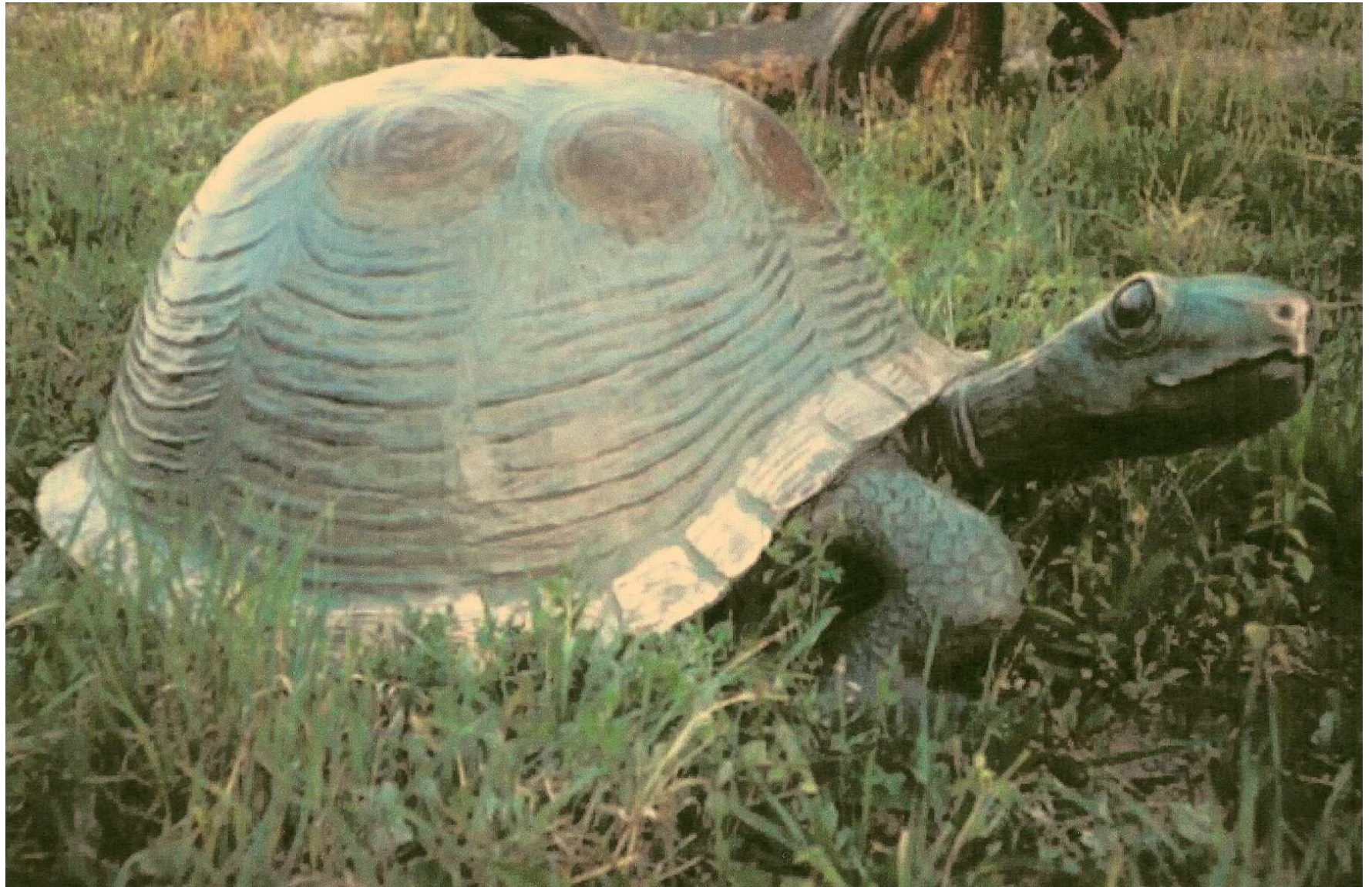
Budget: Wingate Park 1% for the Arts budget = \$5,800. This sculpture costs \$5,000.

Action Requested/Recommendation: Authorize the City Manager, City Attorney, and the Commission on Arts and Culture to negotiate a contract with Mary Zimmerman for the purchase and installation of a 55" bronze sculpture entitled "Turtle".

Attachments: Proposed sculpture photo attached.

Background Information: The 1% for the Arts program was established by City Council 1997 to include works of art in City capital construction projects for buildings, structures, and parks. For Wingate Park, a "Call for Entries" (Request for Proposals) was mailed to 50 artists in Colorado, including all sculptors (that the Commission knows of) in Mesa County. The Commission reviewed slides, photographs, and drawings of proposed sculptures from 12 Colorado artists (including two from Grand Junction) and selected Mary Zimmerman's bronze. They feel a wildlife piece is appropriate to the site, and the whimsical, larger than life-sized turtle will be particularly popular with children.

Zimmerman also has two bronze sculptures in the Art on the Corner permanent collection – the large pig and the Art on the Corner girl with balloons. Mary and her husband own the art foundry in Paonia, which is the nearest bronze foundry to Grand Junction (besides Mesa State College's).



Attach 7
Mesa State College Contract for Police Services
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Mesa State College Policing Contract					
Meeting Date	21 July 2004					
Date Prepared	14 July 2004				File #	
Author	Michael A. Nordine			Lieutenant		
Presenter Name	Greg Morrison			Chief of Police		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary:

This contract is to continue with providing policing services to Mesa State College. Under the agreement, the Grand Junction Police Department provides three officers and one supervisor to Mesa State. In return Mesa State pays 75% of the personnel costs associated with the positions and provides in-kind services such as office space and equipment. During the summer months the employees are available to the Department for deployment as needed throughout the City.

Budget: The contract calls for Mesa State College to make monthly payments on the contracted amount of \$261,298.

Action Requested/Recommendation:

Approval for the City Manager to sign the contract between the City and Mesa State College.

Attachments:

Copy of Contract
 Copy of financial spreadsheet

Background Information:

This will be fifth annual contract to provide the services of three Grand Junction police officers and one supervisor for the school year to Mesa State.

A G R E E M E N T

THIS AGREEMENT is made and entered into this ___ day of _____, 2004 by and between the CITY OF GRAND JUNCTION, COLORADO, hereinafter referred to as the CITY or CONTRACTOR and THE TRUSTEES OF THE STATE COLLEGES OF COLORADO, by and on behalf of MESA STATE COLLEGE, hereinafter referred to as TRUSTEES, STATE, or MESA;

RECITALS:

The CITY and MESA have agreed to enter into a contract wherein the CITY will provide police and law enforcement services to and for Mesa State College. The TRUSTEES have concluded that the provision of law enforcement services by the CITY will assist in furthering MESA's security, including crime prevention and personal security. The CITY represents that it is qualified, ready, willing and able to perform the services set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

SCOPE OF SERVICES

1. The CITY shall provide three police officers and a sergeant (collectively referred to as "the Officers" or "Officers") that shall be assigned to the main campus of Mesa State College and the Unified Technical Education Center campus beginning July 1, 2004, to and through June 30, 2005. The Agreement may subsequently be renewed thereafter on mutually agreeable terms. For all times prior to August 31 of any contract year, staffing and duty assignment(s), if any, shall be as determined by the CITY. Beginning September 1 of any contract year, officers shall be assigned to fulfill the obligations of this Agreement. At all times the officers' duties shall be as defined by the CITY in accordance with the GJPD Directive Manual, as amended and as determined by the commanding officer(s). The Directive Manual, as amended, is incorporated by this reference as if fully set forth. Generally, the officers' activities and the services, which will be provided in accordance with this agreement, may include, but are not necessarily limited to:

- a. enforcing all laws of the City of Grand Junction, Mesa County and the State of Colorado;
- b. performing walking, bicycle and motor patrols of the City-designated beat area. The beat area shall generally include, but not limited to, Bergman Field and the nearby residential streets and areas. A copy of the designated MSC Beat Area map is attached hereto and incorporated by this reference as if fully set forth.
- c. performing building security, security patrol and uniformed escort services;
- d. providing security for on-campus special events and sporting events as determined is necessary or required by the City;
- e. acting as a community service/liaison officer/crime prevention officer;

- f. taking crime/criminal activity reports;
- g. completion and submission of all required reports and documentation including, but not limited to, "Student Right to Know" and UCR reports, statistical analyses and compilation; and
- h. other duties as assigned.

2. The CITY, by and through the Grand Junction Police Department and the Chief of Police, is responsible for authorizing, approving and supervising the work performed under this Agreement. The CITY shall consult with MESA on staffing, scheduling and the scope of duties assigned to the Officers. MESA shall be deemed to have consented to all operations of the Grand Junction Police Department provided under or in accordance with this Agreement, knowing that the services shall be performed in accordance with standards of care, skill, training, diligence and judgment provided by officers and police organizations who perform work of a similar nature to the work described in this Agreement. If MESA objects in writing to any tactic, operational or functional decision, including staffing, scheduling or the scope of duties assigned to the Officers, then MESA and CITY shall meet and confer. If MESA continues to object or an accommodated position mutually suitable to the parties is not determined after meeting and conferring with the CITY about any tactic, operational or functional decision, including staffing, scheduling or the scope of duties assigned to the Officers, MESA may terminate in accordance with paragraph 2 of the TERMINATION provisions hereof.

3. The CITY shall hire, train and equip the Officers assigned to MESA in accordance with standard departmental practices.

4. MESA shall provide to the CITY suitable, secure office space, including telephone connections, telephones, heating, cooling, lighting, parking and any and all reasonably necessary or required physical facilities, including, but not limited to, desks, chairs, countertops, filing cabinets and computer equipment, software, maintenance and support. The computer equipment shall meet City specifications and be compatible with City network(s), hardware and software including but not limited to City MDC's and all other computer functions and applications. All physical facilities shall be at no cost to the CITY and shall reasonably provide the Officers with the space necessary to write reports, conduct confidential interviews and otherwise conduct the duties and activities of the Officers. MESA shall provide keys, access code or combination to the offices and any other space or area reasonably required by the CITY.

5. MESA shall provide no less than 10 suitable locations, as determined by the CITY, for crime prevention pamphlets and safety material distribution racks. MESA shall furnish the racks; the CITY shall furnish the printed material.

6. MESA shall provide access to records kept or maintained by the MESA police department and/or other records kept or maintained by MESA for law enforcement purposes concerning suspected, alleged or charged criminal activity, building security, threats or other matters concerning the safety of persons or property. MESA may disclose to the CITY students' education records or information in a health and safety emergency as defined in 34 C.F.R. 99.32

and 99.33. MESA shall disclose to the CITY records of its law enforcement unit as those expressions are defined in 34 C.F.R. 99.8 and other records which are not student education

records when necessary for the CITY's performance of law enforcement services under this Agreement.

TIME OF PERFORMANCE

The Agreement shall be for the term of July 1, 2004 to June 30, 2005. The Agreement may be renewed annually on mutually agreeable terms and conditions thereafter for 12-month periods. Either party, upon 12-months' written notice after the initial agreement term, may terminate the Agreement. Between June 30 and August 31 of any contract year, the CITY may assign, reassign or schedule the MSC Beat Area to receive more or less service than as generally provided pursuant to this Agreement during other months.

COMPENSATION

1. The TRUSTEES hereby agree to facilitate the provision of City law enforcement services to MESA by paying for those services in advance of delivery. Payment shall be made in full on or before June 30, 2005, with payments made in equal monthly installments. Payments shall be made by the 15th of each month.
2. The TRUSTEES hereby agree to pay the CITY a sum not less than \$261,298.00 for services under this agreement for 2004-2005. The attached financial schedule labeled Exhibit 1, incorporated herein by this reference as if fully set forth, details the cost of service through June 30, 2005, together with the stipulated accrual costs for the police automobile and mobile data computer charges.
3. The TRUSTEES hereby agree that if this Agreement is not renewed through June 30, 2005, MESA shall be liable to the CITY for payment of the police automobile at the rate of \$6000.00 per year for each year the contract is not renewed. MESA and the CITY agree that the payment does not represent a penalty or liquidated damages but instead are compensation necessary and required to make the CITY whole. MESA may pre-pay the automobile accrual costs in such amounts and on such schedule as agreed to by the Parties.
4. During any Transitional Period, which term shall be generally defined as any period of 30 continuous days or more, for any or no reason, that the CITY is not at full force on the campus, costs billed to the college shall be on a pro-rata basis reflecting actual costs incurred by the City. For purposes of determining a Transitional Period, the months of July and August shall be excepted. In July and August of any contract year the CITY may assign, reassign or schedule the MSC Beat Area to receive more or less service than as generally provided pursuant to this Agreement during other months.

TERMINATION

In the event that the CITY shall fail to perform to the satisfaction of the TRUSTEES, or the TRUSTEES and/or MESA shall fail to perform to the satisfaction of the CITY, either party shall be entitled to terminate this Agreement.

1. If this Agreement is terminated solely for the convenience of MESA and/or the TRUSTEES and/or because funds are not appropriated, budgeted or otherwise available for the next

succeeding fiscal year, the Agreement may be terminated on 60-days' written notice. The CITY shall be compensated for stipulated police automobile accrual costs and for the value of its services actually performed before the date of termination.

2. If this Agreement is deemed void, voidable or illegal by a finding or judicial order, determination, judgment or decree by a court of competent jurisdiction because it violates the Civil Service Amendment, the TRUSTEES and/or MESA may immediately terminate the Agreement. The CITY shall be compensated for its start-up costs and for the value of its services actually performed before the date of termination.

NOTICES

Notices concerning this Agreement shall be made in writing by the CITY to the TRUSTEES at the Office of Financial and Administrative Services, Mesa State College, 1100 North Avenue, Grand Junction, Colorado 81501-3122 and by the TRUSTEES to the CITY at 250 North 5th Street, Grand Junction, Colorado 81501, with a copy to the Office of the City Attorney at 250 North 5th Street, Grand Junction, Colorado 81501, by prepaid United States mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service.

SEVERABILITY

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

NO THIRD PARTY BENEFICIARIES

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the CITY and the TRUSTEES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such agreement. It is the express intention of the CITY and the TRUSTEES that any other person other than the CITY or MESA and/or the TRUSTEES receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

INDEMNIFICATION

The CITY's obligation to indemnify the State as set forth in Special Provision 3 shall be limited to any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the City's negligent performance under this Agreement, or its entry of State-owned property upon which the work under this Agreement is to be performed and including acts and omissions of the CITY's officers, employees and representatives. The CITY's obligation to indemnify the State as set forth in Special Provision 3 shall not apply to liability and/or damages

resulting from the negligence, reckless and or willful act of the TRUSTEE's and/or MESA's students, officers, agents or employees or the officers, agents or employees of the State of Colorado. This paragraph shall survive the termination of this Agreement.

1. To the extent permitted by law, the TRUSTEES and MESA hereby agree to indemnify and

hold harmless the CITY and its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising in any way from the negligence of the TRUSTEES, MESA and their officers, agents and employees in the execution and performance of this Agreement. The TRUSTEES' obligation to indemnify the CITY shall not apply to liability and/or damages resulting from the negligence, reckless and or willful act of the CITY's officers, agents or employees. This paragraph shall survive the termination of this Agreement.

2. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act 24-10-101 *et. seq.*, C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property and other injuries which lie in tort or could lie in tort that arise out of the negligence of the CITY, the TRUSTEES and/or MESA and their respective officers, agents and employees is controlled and limited by the provisions of 24-10-101 *et. seq.*, C.R.S., as now or hereafter amended and as to the TRUSTEES, MESA and their officers, agents and employees by the provisions of 24-30-1501 *et. seq.*, C.R.S., as now or hereafter amended. Any provision of this Agreement, whether or not incorporate herein by reference, shall be controlled, limited and modified so as to limit the liability of the CITY, MESA and the TRUSTEES to and in accordance with the above-cited law.

ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred in whole or in part.

STATUS OF CITY

For all purposes under this Agreement, the CITY, its officers, agents and employees are and shall be deemed an independent contractor retained on a contractual basis to perform professional services and it is not intended nor shall it be construed that employees of the CITY are employees of the Trustees of the State Colleges of Colorado, Mesa State College or the State of Colorado. The law enforcement services provided hereunder are not and shall not be considered exclusive to MESA, but such services shall be considered the principal assignment of any Officer so assigned. The parties acknowledge and agree that the assigned Officer(s) may at certain times be required to respond to other locations, situations or emergencies other than those directly arising from or related to the provision of services under or pursuant to this Agreement.

HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

ENTIRE AGREEMENT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties, unless included herein, are null and void and of no effect. Alterations, amendments,

changes or modifications to this Agreement may be made but the same shall be valid only if they are contained in an instrument, which is executed by all the parties with the same formality as this Agreement.

VENUE

1. This Agreement shall be deemed to have been made in, and shall be construed and interpreted in accordance with the laws of the City of Grand Junction, Mesa County and Colorado.
2. Any legal action shall be brought in the Mesa County District Court.

GENERAL

1. The laws of the City of Grand Junction, Mesa County Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision of this Agreement, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
2. At all times during the performance of this Agreement, the CITY shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.
3. The signatories hereto aver that they are familiar with 18-8-301, *et. seq.*, (Bribery and Corrupt Influences) and 18-8-401, *et. seq.* (Abuse of Public Office), C.R.S. and that no violation of such provisions is present.
4. The signatories aver that, to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein:

SPECIAL PROVISIONS

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

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

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

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

3. INDEMNIFICATION.

To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the STATE against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the CONTRACTOR, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

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

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

The CONTRACTOR shall perform its duties hereunder as an independent contractor and not as an employee. Neither the CONTRACTOR nor any agent or employee of the CONTRACTOR shall be or shall be deemed to be an agent or employee of the STATE.

CONTRACTOR shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the STATE pursuant to this contract.

CONTRACTOR acknowledges that the CONTRACTOR and its employees are not entitled to unemployment insurance benefits unless the CONTRACTOR or third party

provides such coverage and that the STATE does not pay for or otherwise provide such coverage. CONTRACTOR shall have no authorization, express or implied, to bind the STATE to any agreements, liability, or understanding except as expressly set forth herein. CONTRACTOR shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the STATE) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the CONTRACTOR, its employees and agents.

5. NON-DISCRIMINATION.

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

6. CHOICE OF LAW.

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

in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

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

7. SOFTWARE PIRACY PROHIBITION GOVERNOR'S EXECUTIVE ORDER

No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The CONTRACTOR hereby certifies that, for the term of this Contract and any extensions, the CONTRACTOR has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the CONTRACTOR is in violation of this paragraph, the STATE may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

CITY OF GRAND JUNCTION

by: _____
Kelly E. Arnold
City Manager

RECOMMENDED AND APPROVED

by: _____
Greg Morrison
Chief of Police

ATTEST:

by: _____
Stephanie Tuin
City Clerk

TRUSTEES OF THE STATE COLLEGES IN COLORADO
FOR THE USE AND BENEFIT OF MESA STATE COLLEGE

by: _____
Tim Foster
President
Mesa State College

ATTORNEY GENERAL:

by: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

ARTHUR H. BARNHART
STATE CONTROLLER

By: _____

Delegee

Date: _____

EXPENSE	Fiscal Year	Fund	Org	Account	Activity
	Jul-04 thru Jun-05				
LABOR					
<u>Salaries:</u>					
Sergeant	\$ 66,420	100	4220	50816	N/A
Police Officers (3)	\$ 161,633	100	4220	50703	N/A
Overtime	\$ 24,010	100	4220	53990	N/A
Benefits & Other	\$ 60,492				
Subtotal: Labor	\$ 312,556				
NON-PERSONNEL OPERATING					
MDC, Repairs & Maintenance	\$ 350				
MDC, Cell Phone Charges	\$ 865				
MDC, Vendor Maintenance	\$ 178				
MDC, Data Processing / Accrual	\$ 625				
Vehicle Fuel	\$ 1,020				
Vehicle Accrual	\$ 5,400				
Subtotal: Oper.	\$ 8,438				
TOTAL EXPENSE \$ 320,994					
REVENUE					
<u>MESA STATE CONTRACT</u>					
Labor @ 75%	\$ 234,417				
Non-Personnel Operating Costs @ 100%	\$ 8,438				
Vehicle Amortized Over 5 Years	\$ 6,000				
Subtotal	\$ 248,855				
Admin. Fee, 5% of Subtotal	\$ 12,443				
TOTAL CONTRACT AMOUNT \$ 261,298		100	4220	43212	120050

**Attach 8
Public Hearing – Red Tail Ridge II Annexation
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA									
Subject		A hearing for the Red Tail Ridge II Annexation located South and West of Buena Vista Dr. on Orchard Mesa.							
Meeting Date		July 21, 2004							
Date Prepared		July 12, 2004			File #ANX-2004-094				
Author		Senta L. Costello		Associate Planner					
Presenter Name		Senta L. Costello		Associate Planner					
Report results back to Council		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When			
Citizen Presentation			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name			
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda			<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Individual Consideration

Summary: Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Red Tail Ridge II Annexation, located south and west of Buena Vista Dr. on Orchard Mesa. The 19.7655 acre annexation consists of 2 parcels of land.

Budget: N/A

Action Requested/Recommendation: Public hearing on the annexation and acceptance of the petition. Approve resolution accepting a petition for annexation and approve second reading of the annexation ordinance.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Annexation map
7. Acceptance Resolution
8. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION					
Location:		South and West of Buena Vista Dr on Orchard Mesa			
Applicants:		Owner/Developer: La Cima II LLC – Jay Kee Jacobson Representative – Ciavonne & Associates – Ted Ciavonne			
Existing Land Use:		Vacant			
Proposed Land Use:		Single Family Residential			
Surrounding Land Use:	North	Single Family Residential			
	South	Vacant			
	East	Single Family Residential			
	West	Vacant			
Existing Zoning:		County RSF-R			
Proposed Zoning:		City RSF-4			
Surrounding Zoning:	North	County AFT & City RSF-4			
	South	County AFT & PUD			
	East	County AFT & City RSF-4			
	West	County AFT & PUD			
Growth Plan Designation:		Residential Medium Low 2-4 du/ac			
Zoning within density range?		X	Yes		No

Staff Analysis:

ANNEXATION:

This annexation area consists of 19.7655 acres of land and is comprised of 2 parcels. The property owners have requested annexation into the City as the result of needing a rezone in the County to subdivide the property for a single family residential development. Under the 1998 Persigo Agreement all rezones require annexation and processing in the City.

It is staff's 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 Red Tail Ridge II Annexation is eligible to be annexed because of compliance with the following:

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

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

The following annexation and zoning schedule is being proposed.

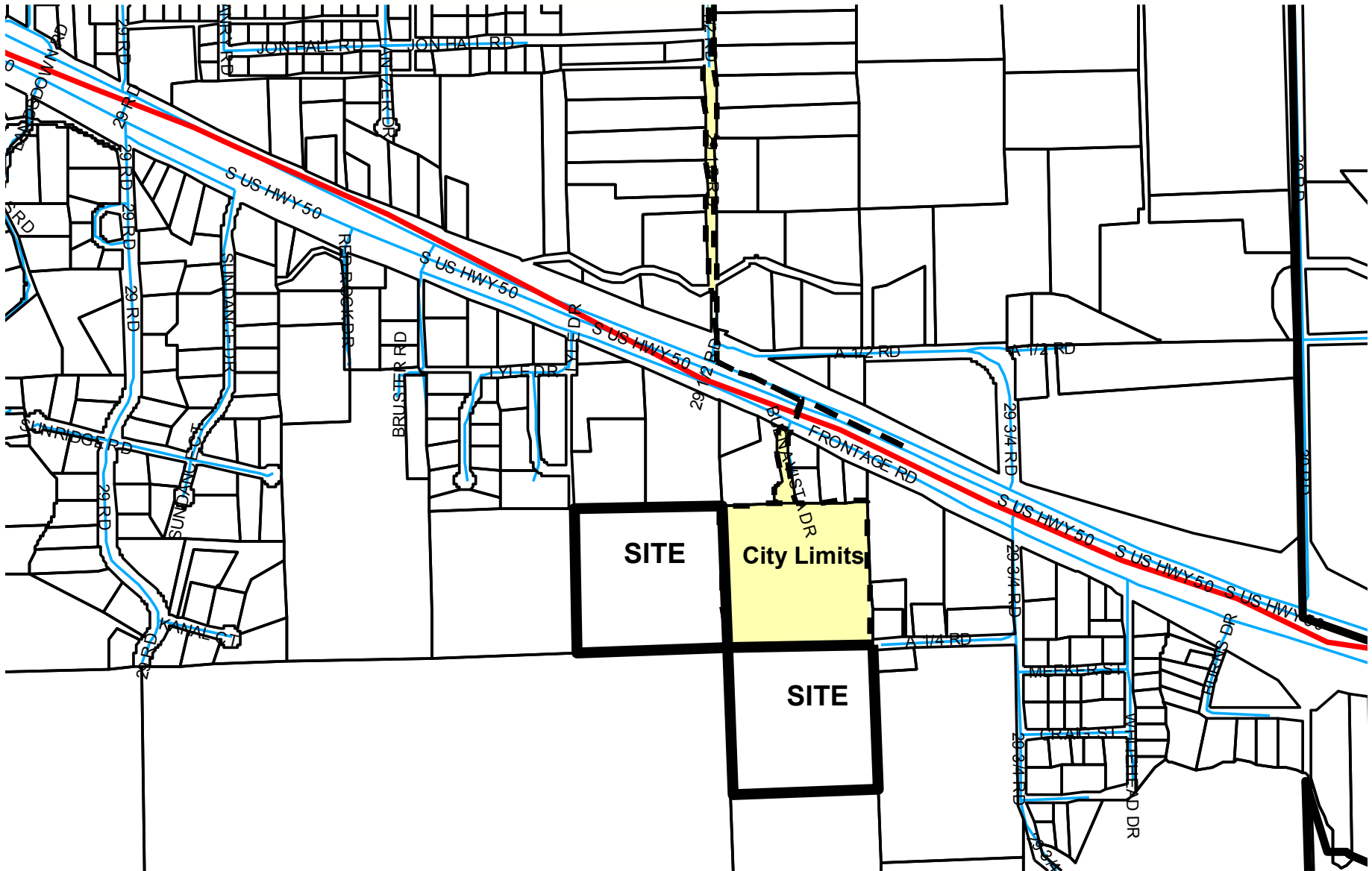
<u>ANNEXATION SCHEDULE</u>	
June 16, 2004	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
June 22, 2004	Planning Commission considers Zone of Annexation
July 7, 2004	Introduction Of A Proposed Ordinance on Zoning by City Council and Acceptance of Petition and Public Hearing on Annexation
July 21, 2004	Zoning by City Council
August 22, 2004	Effective date of Annexation and Zoning

RED TAIL RIDGE II ANNEXATION SUMMARY

File Number:		ANX-2004-094
Location:		South and West of Buena Vista Dr on Orchard Mesa
Tax ID Number:		2943-323-00-173 / 2943-323-00-174
Parcels:		2
Estimated Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		0
Acres land annexed:		19.7655
Developable Acres Remaining:		19.7655
Right-of-way in Annexation:		None
Previous County Zoning:		County RSF-R
Proposed City Zoning:		City RSF-4
Current Land Use:		Vacant
Future Land Use:		Single Family Residential Subdivision
Values:	Assessed:	= \$960
	Actual:	= \$3310
Address Ranges:		N/A
Special Districts:	Water:	Ute Water
	Sewer:	Orchard Mesa Sanitation
	Fire:	Grand Junction Rural Fire
	Irrigation/Drainage :	Orchard Mesa Irrigation
	School:	School District #51
	Pest:	None

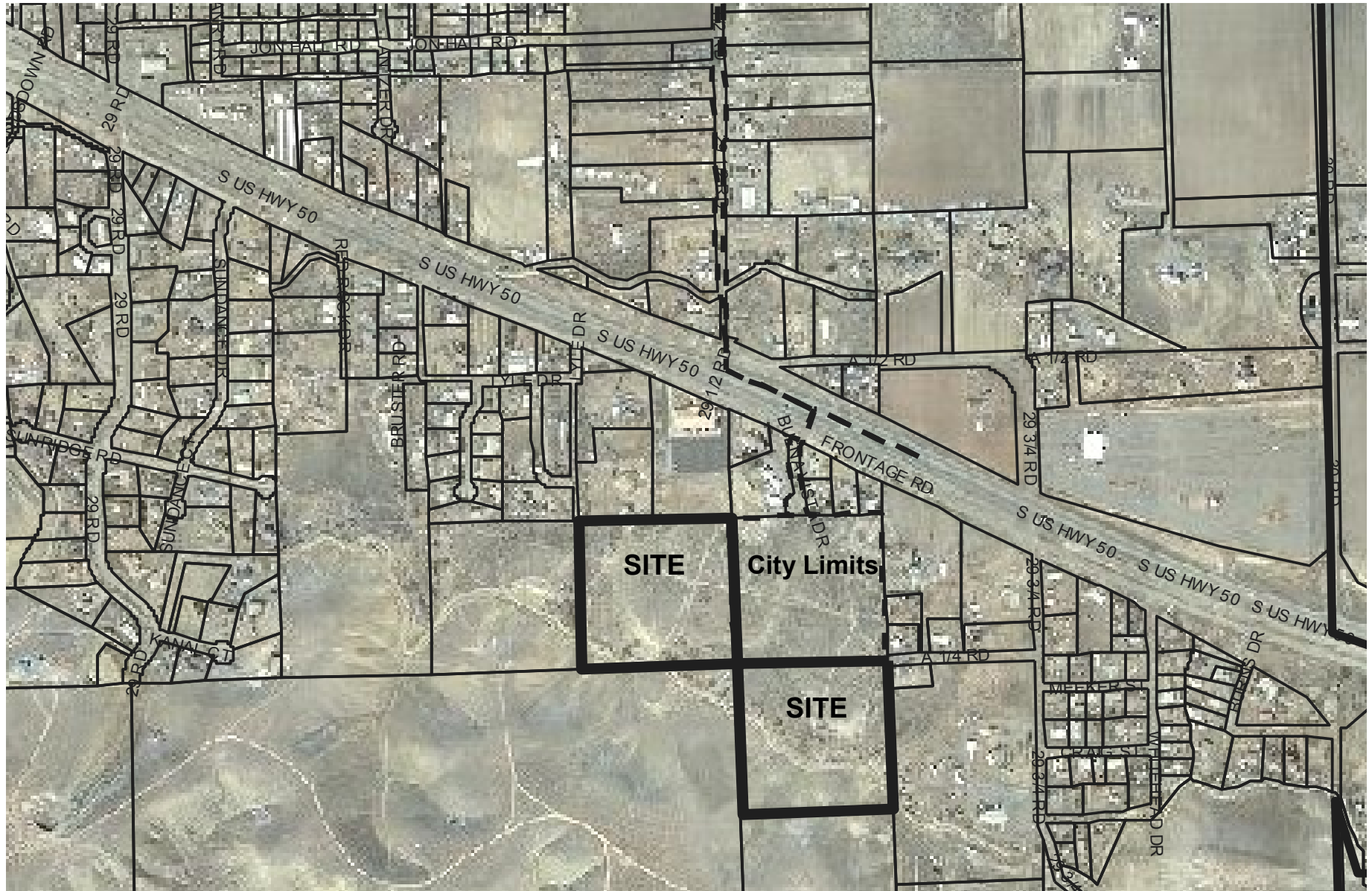
Site Location Map

Figure 1



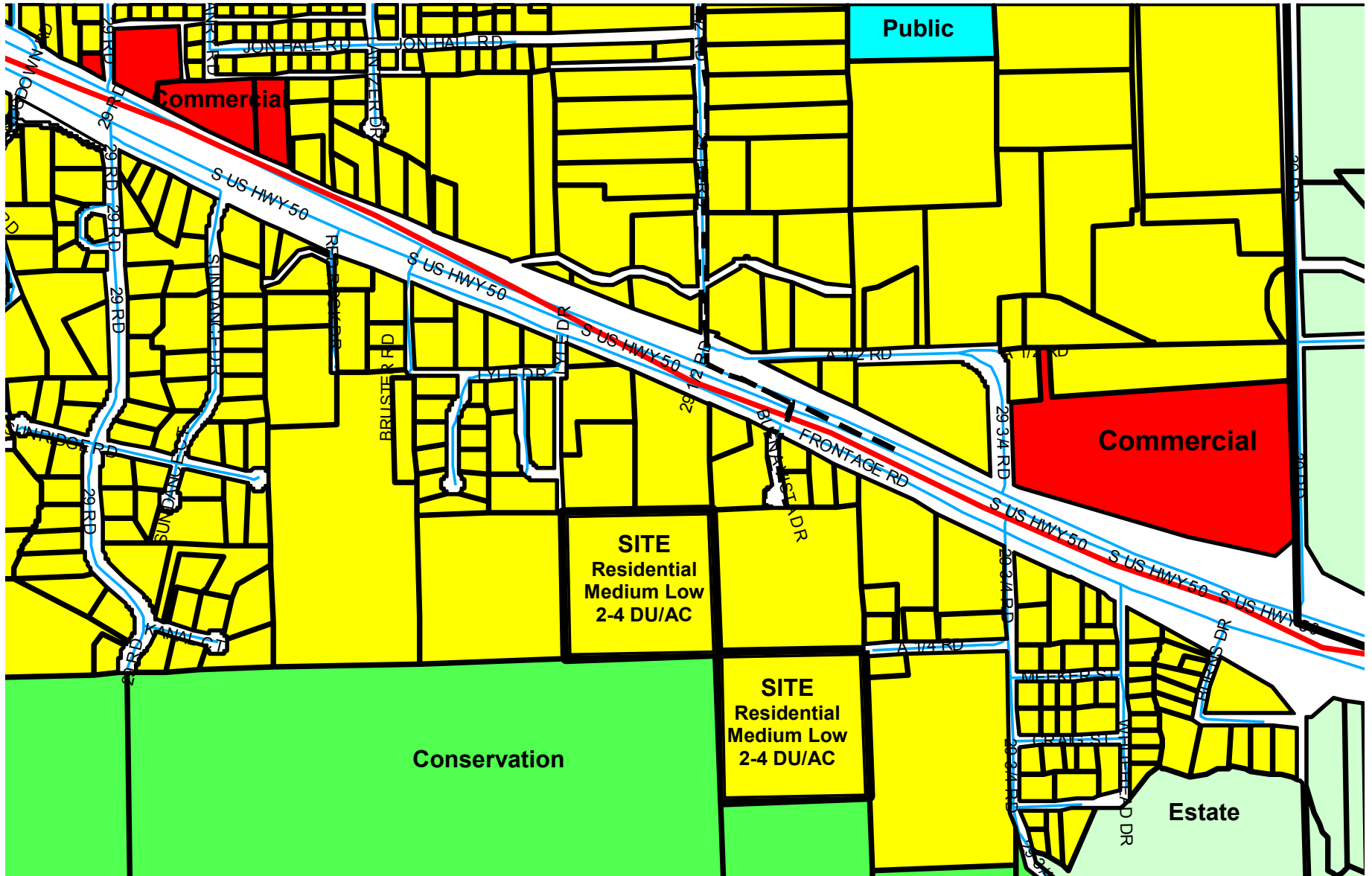
Aerial Photo Map

Figure 2



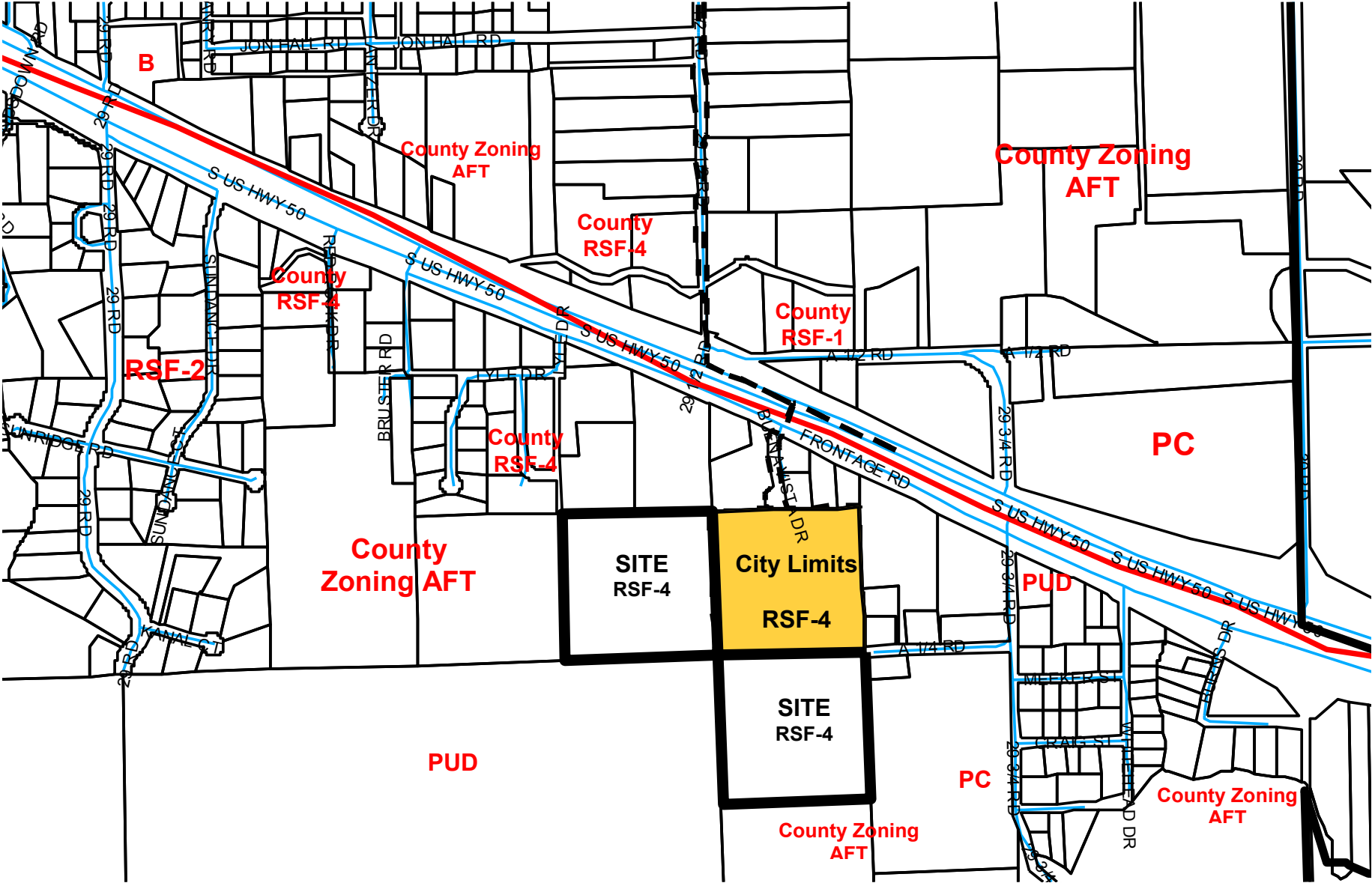
Future Land Use Map

Figure 3



Existing City and County Zoning

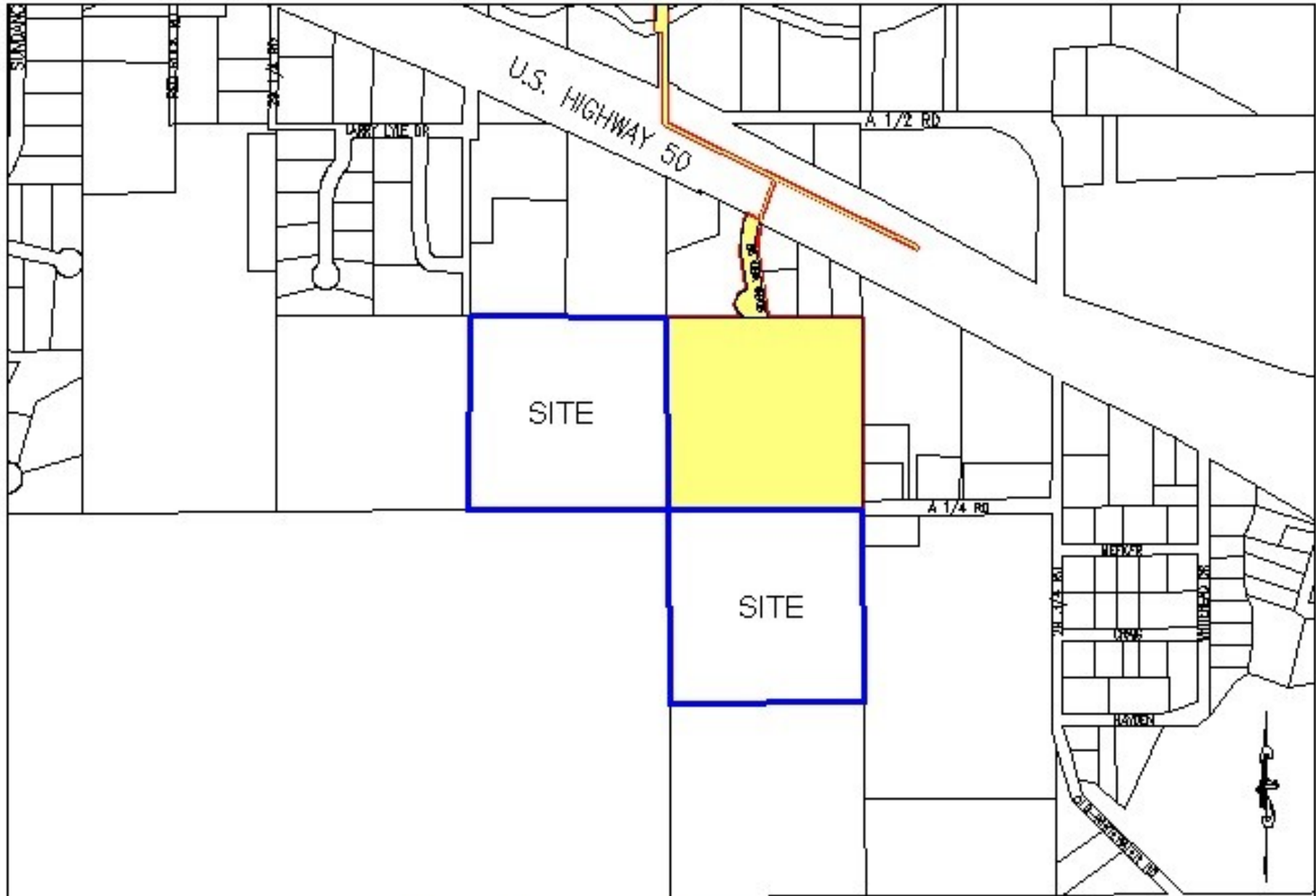
Figure 4



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."

Red Tail Ridge II Annexation

Figure 5



 City Limits  Annexation Boundary

RESOLUTION NO. ____

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

RED TAIL RIDGE II ANNEXATION

LOCATED SOUTH AND WEST OF BUENA VISTA DR ON ORCHARD MESA

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 21st day of July, 2004, 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:

RED TAIL RIDGE II ANNEXATION

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

The Northwest Quarter of the Southwest Quarter of the Southeast Quarter (NW 1/4 SW 1/4 SE 1/4) of said Section 32, TOGETHER WITH, the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE 1/4 NE 1/4 SW 1/4) of said Section 32.

CONTAINING 19.7655 Acres, (860,985.5 Sq. Ft.) more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 21st day of July, 2004; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the 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 21st day of July, 2004.

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**

RED TAIL RIDGE II ANNEXATION

APPROXIMATELY 19.7655 ACRES

LOCATED SOUTH AND WEST OF BUENA VISTA DRIVE

WHEREAS, on the 16th day of June, 2004, 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 21st day of July, 2004; 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:

RED TAIL RIDGE II ANNEXATION

Two certain parcels of land lying in Section 32, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows: The Northwest Quarter of the Southwest Quarter of the Southeast Quarter (NW 1/4 SW 1/4 SE 1/4) of said Section 32, TOGETHER WITH, the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE 1/4 NE 1/4 SW 1/4) of said Section 32. CONTAINING 19.7655 Acres, (860,985.5 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 16th day of June, 2004 and ordered published.

ADOPTED on second reading this 21st day of July, 2004.

Attest:

President of the Council

City Clerk

Attach 9

**Public Hearing – Zoning of Red Tail Ridge II Annexation
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Zoning the Red Tail Ridge II Annexation, located South and West of Buena Vista Dr. on Orchard Mesa to RSF-4					
Meeting Date	July 21, 2004					
Date Prepared	July 12, 2004				File #ANX-2004-094	
Author	Senta L. Costello		Associate Planner			
Presenter Name	Senta L. Costello		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: Hold a public hearing and consider final passage of the zoning ordinance to zone the Red Tail Ridge II Annexation RSF-4, located South and West of Buena Vista Dr. on Orchard Mesa. The 19.7655 acre Red Tail Ridge II Annexation consists of 2 parcels. The Annexation is planned for development into a single family residential subdivision in the future.

Budget: N/A

Action Requested/Recommendation: Hold a public hearing and consider final passage of the zoning ordinance.

Background Information: See attached Staff Report/Background Information

Attachments:

9. Staff report/Background information
10. Planning Commission Minutes
11. Letters from neighboring property owners
12. General Location Map
13. Aerial Photo
14. Growth Plan Map
15. Zoning Map
16. Annexation map
17. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:		South and West of Buena Vista Dr on Orchard Mesa		
Applicants:		Owner/Developer: La Cima II LLC – Jay Kee Jacobson Representative – Ciavonne & Associates – Ted Ciavonne		
Existing Land Use:		Vacant		
Proposed Land Use:		Single Family Residential		
Surrounding Land Use:	North	Single Family Residential		
	South	Vacant		
	East	Single Family Residential		
	West	Vacant		
Existing Zoning:		County RSF-R		
Proposed Zoning:		City RSF-4		
Surrounding Zoning:	North	County AFT & City RSF-4		
	South	County AFT & PUD		
	East	County AFT & City RSF-4		
	West	County AFT & PUD		
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 RSF-4 district is consistent with the Growth Plan density of Residential Medium Low 2-4 du/ac. The existing County zoning is RSF-R. 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 rezoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6 as follows:

1. The existing zoning was in error at the time of adoption;
 Response: The requested zoning is to place the property into an appropriate City zoning designation due to the annexation request. Therefore, this criteria is not applicable.

2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;;
 Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water

or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;

Response: The zoning request is compatible with the neighborhood and adjacent zoning. Future improvements to facilities will occur if the preliminary plan goes forward.

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

Response: The proposed zoning is consistent with the Goals and polices of the Growth Plan, the 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;

Response: Adequate public facilities are available or will be supplied at the time of further development of the property.

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

Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

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

Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the RSF-4 district to be consistent with the Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

Chairman Dibble noted that one variance criterion specified that approval not create any precedents. Since each variance was considered on its own merits, approval would not violate that criterion. Also, he felt the area to be unique, and the adjacent mobile home park had expressed support for the alternative fencing proposed by the petitioner. Waiver of the requirement to construct a masonry wall would be both reasonable and practical.

MOTION: (Commissioner Redifer) "Mr. Chairman, on item VAR-2004-087, I move that we approve the variance to waive the requirement to provide a 6-foot[-high] masonry wall between a C-2, General Commercial, and a PD, Planned Development residential zoning district, finding the request to be consistent with the Growth Plan and Section 2.16.C.4 of the Zoning and Development Code."

Commissioner Putnam seconded the motion. A vote was called and the motion passed by a vote of 4-1, with Commissioner Evans opposing.

ANX-2004-094 ZONE OF ANNEXATION--RED TAIL RIDGE II ANNEXATION

A request for approval to zone approximately 20 acres from a County RSF-R (Residential Single-Family, Rural) to a City RSF-4 (Residential Single-Family, 4 units/acre) zone district.

Petitioner: Jay Kee Jacobson

Location: South and west of Red Tail Ridge I

PETITIONER'S PRESENTATION

Ted Ciavonne, representing the petitioner, asked that his comments be deferred until after staff's presentation and citizen input.

STAFF'S PRESENTATION

Senta Costello gave a PowerPoint presentation containing the following slides: 1) site location map; 2) aerial photo map; 3) Future Land Use Map; 4) contour map; and 5) approved Preliminary Plan for Red Tail Ridge I. Single-family homes could be found to the west and east of the site, and nearby development densities were primarily 2-4 units/acre. The RSF-4 zoning would be consistent with Growth Plan recommendations and would meet Code criteria. Referencing a contour map, she said that there had been initial concerns over the recommended density due to steep slopes onsite; however, later discussions with the petitioner had allayed those concerns. Staff recommended approval of the recommended RSF-4 Zone of Annexation.

QUESTIONS

Chairman Dibble asked if there were any northern access connections to the property planned. Ms. Costello said that no development plan had yet been submitted, so it was unclear what connection points the petitioner had in mind. The only request before the Planning Commission was the Zone of Annexation.

Chairman Dibble asked Ms. Lamberty for her input on extension of what appeared to be an existing northern access from an adjacent property (noted on map). Ms. Lamberty said that the referenced right-of-way had been dedicated and did extend all the way to Lyle Drive. However, any extension of that right-of-way to the subject parcels would require redevelopment of parcels to the north and west. The petitioner would, however, be required to provide stub streets to northern parcels.

PUBLIC COMMENTS

FOR:

There were no comments for the request.

AGAINST:

Tom Duke (2931 Lyle Drive, Grand Junction) said that the right-of-way referenced by Ms. Lamberty was actually designated for utilities only. He expressed concern for the people whose homes were located along Buena Vista Drive. It appeared they would have massive amounts of traffic directed from the petitioner's property through their neighborhood. He felt that the Orchard Mesa Irrigation District would experience substantial leakage problems in conjunction with the parcel's development and its undercutting an existing ditch. Mr. Duke also objected to what he perceived were erroneous statements made by the Code, suggesting that all criteria were met. Code criteria verbiage, he said, didn't ask whether the request was in compliance; rather, it seemed to state that it did by default. He also noted that surveyors working for the petitioner had frequently trespassed on his property to conduct their business without their even bothering to ask his permission.

Leslie Renquist (141 Mizelle Drive, Grand Junction) supported Mr. Duke's comments and felt the recommended density to be too high. The area was generally rural, and the character of the area and quality of life should be both preserved and protected.

Karen Reinertsen (142 Larry Drive, Grand Junction) wondered if the petitioner had conducted a traffic study. She expressed concerns over the safety of children and pedestrians, especially at the Highway 50 frontage road access point.

Ron Bain (125 29 3/4 Road, Grand Junction) agreed that ingress and egress from Highway 50 would be difficult for both existing and future area residents. He hoped that planning commissioners would visit the area and conclude, as he had, that an RSF-4 density was just too high.

Virginia Shepman (139 Mizelle Drive, Grand Junction) agreed that traffic was a big concern, along with increases in pollution, noise, impacts to wildlife, and loss of rural lifestyle. She also felt there to be insufficient irrigation water available to serve so many expected new homes. The recommended density, she felt, was too high and out of character with the surrounding area. If a development were approved to that density, what kind of buffering could existing residents expect?

PETITIONER'S REBUTTAL

Mr. Ciavonne said that the majority of comments expressed by citizens could be better addressed during the Preliminary Plan review stage. Development planning had not yet commenced so he could not address specific concerns. Red Tail Ridge I had developed to a density of approximately 3.6 units/acre. Given the current site's topographic limitations, he expected that Red Tail Ridge II would develop to a lesser density. He did feel that a northern street connection was probably not feasible. Traffic would most likely be directed to the two existing streets in Red Tail Ridge I. He also said that street improvements would be required and be made to both Buena Vista Drive and A 1/4 Road as part of Red Tail I development.

Mr. Ciavonne referenced the Growth Plan's Future Land Use Map and said that densities for the majority of the area were 2-4 units/acre. Even the Orchard Mesa Neighborhood Plan recommended average densities of 3.5 units/acre. Thus, the requested RSF-4 density would be consistent with both adopted plans.

QUESTIONS

Referencing the large Conservation-designated parcel directly abutting to the west, Commissioner Lowrey asked if there were plans to locate lower densities closest to that parcel. Mr. Ciavonne said that the site's topography would dictate where lots would ultimately be situated. He reiterated that without a design plan, specific development-related questions could not be answered.

Chairman Dibble asked Ms. Lamberty for her input on traffic projections and water issues. Ms. Lamberty said that traffic studies were generally undertaken as part of the Preliminary Plan review. She agreed that ingress/egress at Highway 50 would pose a challenge, one that the petitioner must satisfactorily address prior to any recommendation of approval. With regard to water issues, the petitioner must demonstrate that sufficient fire flows existed before the Fire Department would support any development request. Pat Cecil came forward and added that the Orchard Mesa Irrigation District would also let staff know about any irrigation delivery concerns it had during Preliminary Plan review. Mr. Ciavonne interjected that prior to any plan submission, neighborhood meetings would be held to garner citizen input.

DISCUSSION

Commissioner Lowrey asked for clarification on the Conservation land use designation, which was provided.

Commissioner Lowrey asked how much latitude the Planning Commission had in guiding development design. Ms. Costello said that if the Planning Commission did not feel that established criteria were met, it could deny the request. The board could also approve with conditions. Bob Blanchard added that planning commissioners could consider compatibility with the surrounding area in its decision.

MOTION: (Commissioner Evans) "Mr. Chairman, on Zone of Annexation ANX-2004-094, I move that the Planning Commission forward the Zone of Annexation to City Council with the recommendation of the Residential Single-Family 4 du/ac (RSF-4) district for the Red Tail Ridge II annexation, with the facts and conclusions listed in the staff report."

Commissioner Redifer seconded the motion.

Commissioner Lowrey stated for the record that he would be looking specifically for the siting of lower densities (*e.g.*, 2 units/acre) closest to the Conservation-designated parcel. He would have difficulty supporting any development design not incorporating that element.

A vote was called and the motion passed unanimously by a vote of 5-0.

With no further business to discuss, the public hearing was adjourned at 9:04 P.M.

RECEIVED
JUN 17 2004
COMMUNITY DEVELOPMENT
DEPT.

JUN 16 2004

John Shuler
John Shuler
John Shuler

Grand Junction City Council
250 N. 5th St.
Grand Junction, CO 81501

June 15, 2004

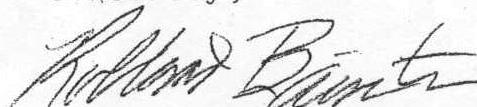
Gentlemen:

We have owned a home at 125 29-3/4 Rd for 27 years. Our driveway has become A-1/4 Rd in order to provide access to the Redtail Ridge I subdivision located to the West of our property. The other access is via Buena Vista Dr. on the North side of the subdivision. Redtail Ridge is 10 acres zoned RSF4 despite the opposition of all adjacent homeowners, and has the potential of 40 homesites. The proposed development of Redtail Ridge II, which is South and West of Redtail Ridge I, contains 20 acres, and, if rezoned RSF4, could add 80 additional sites to this already congested area. This could result in a total of 120 sites with an extremely limited access by only 2 roads, and no potential for additional outlet roads.

We hope the council members will take the time to personally visit this site and realize the very limited access to the developments total 30 acres. In addition, Highway 50 is an extremely heavily traveled access to Grand Junction, with an already high level of accidents. This additional traffic at approximately the intersection of 29-3/4 Rd and Highway 50 can only make the existing traffic problems an even larger problem. It would be in the best interest of not only the existing neighborhood but all concerned services to keep the existing zoning of RSF2 and limit the potential sites to an addition of 40 in conjunction to the 40 of Redtail Ridge I,

Thank you for your consideration of this matter.

Sincerely,



Rolland & Rawlene Bainter
125 29-3/4 Rd.
Grand Junction, CO 81503

(970) 243-0541

cc: Senta Costello, planner

RECEIVED

JUN 18 2004

COMMUNITY DEVELOPMENT
DEPT.

Planning Commission
250 N. 5th St.
Grand Jct, Co. 81501

Linda Sparks
141 Buena Vista Dr.
Grand Junction, Co. 81503
Re: ANX-200-230 RED TAIL RIDGE – Hwy 50 at South end of Buena Vista Dr.

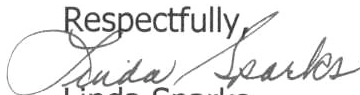
June 18, 2004

Dear Planning Commission;

Now that the Red Tail Ridge Subdivision is 30 acres instead of just ten, I am more concerned than ever that there will be no place for recreation for the children and families. This may be a matter for the City Council, but rather than bring it up too late, I want to voice my concern. In the initial hearings, the 10 acres was considered too small for a park or common area, but even then Mr. Theobald pointed out that should the development of the surrounding area occur, a park should be taken under consideration.

Thank you for your consideration in these matters.

Respectfully,


Linda Sparks

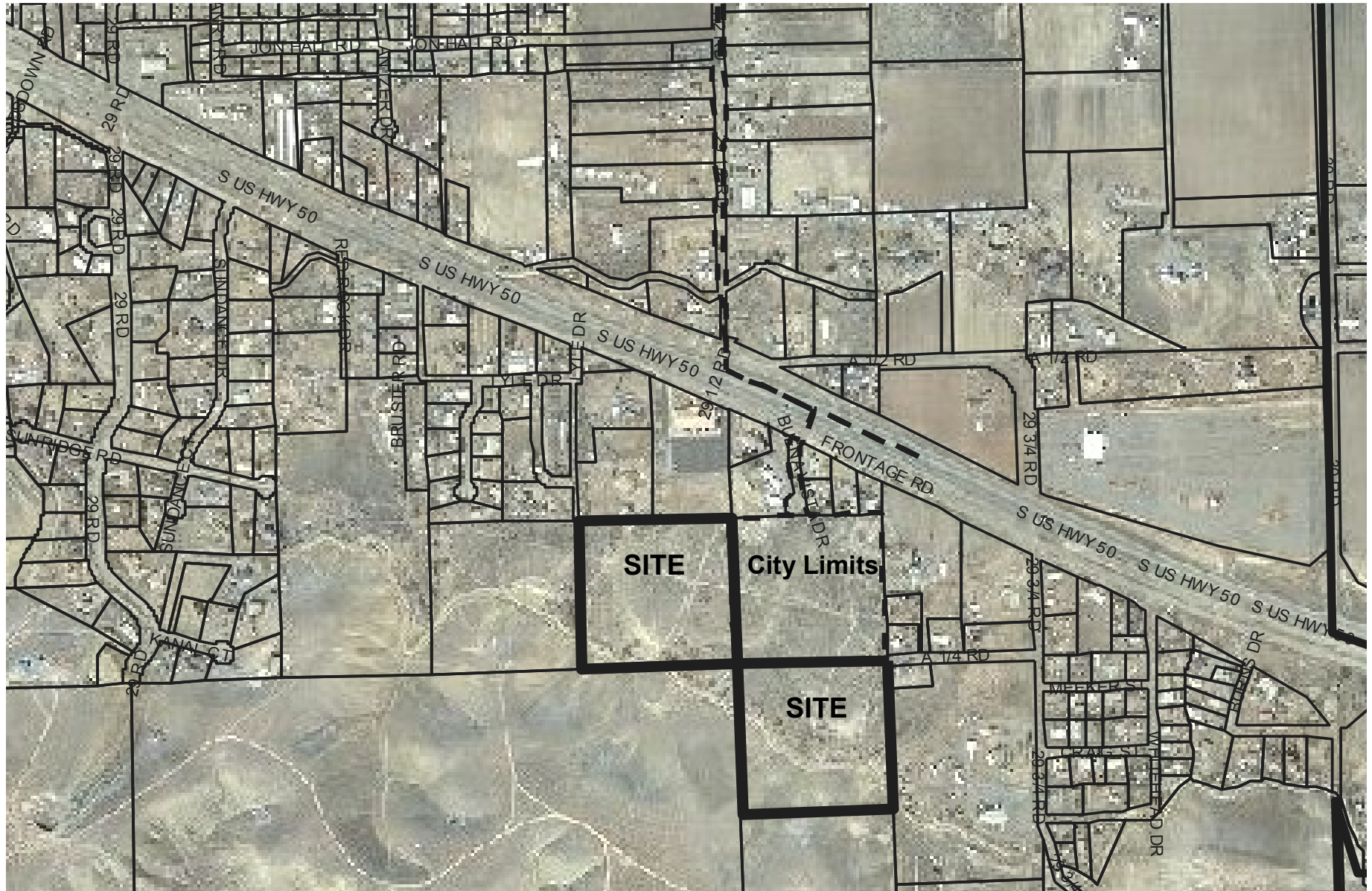
Site Location Map

Figure 1



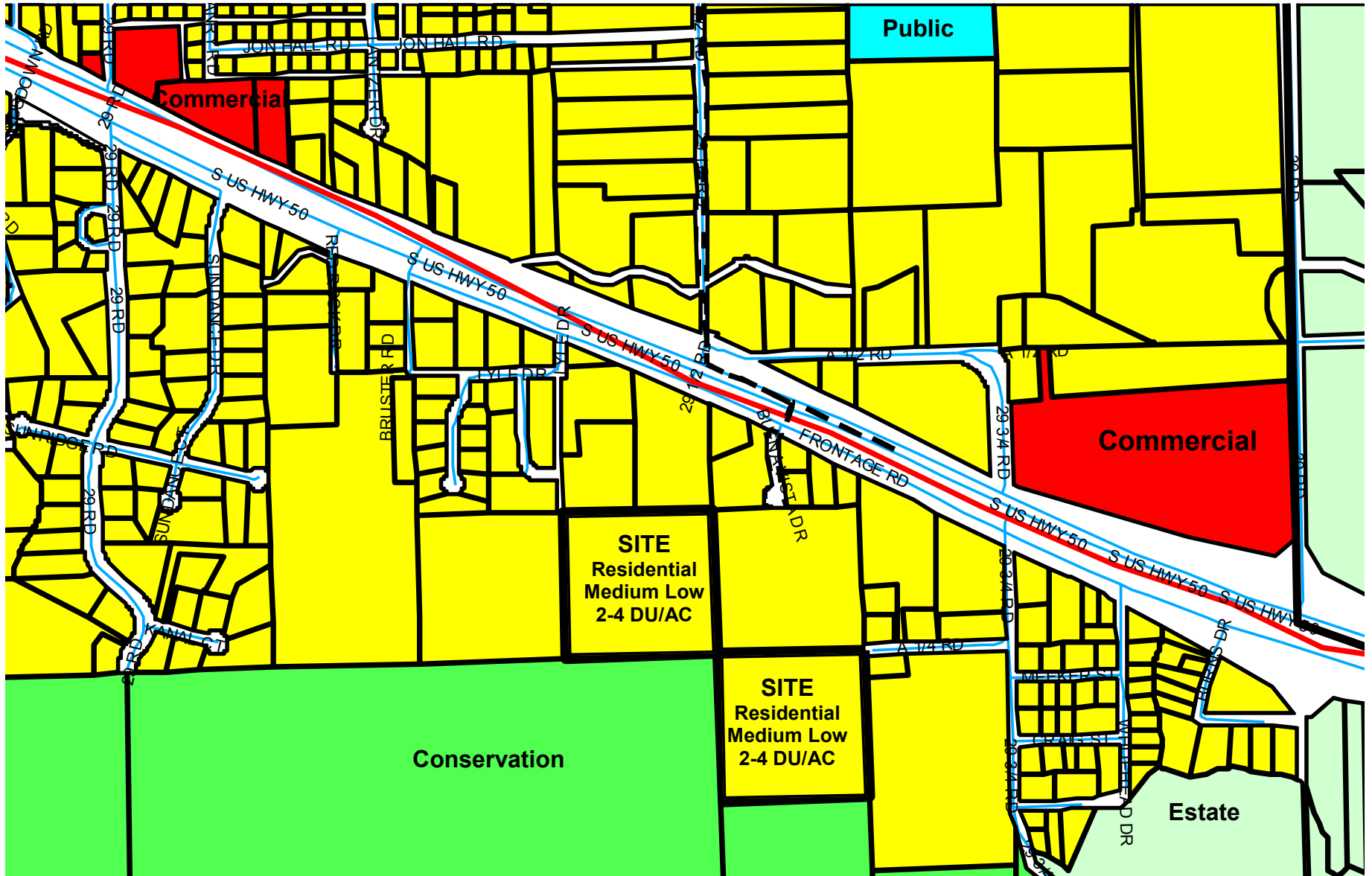
Aerial Photo Map

Figure 2



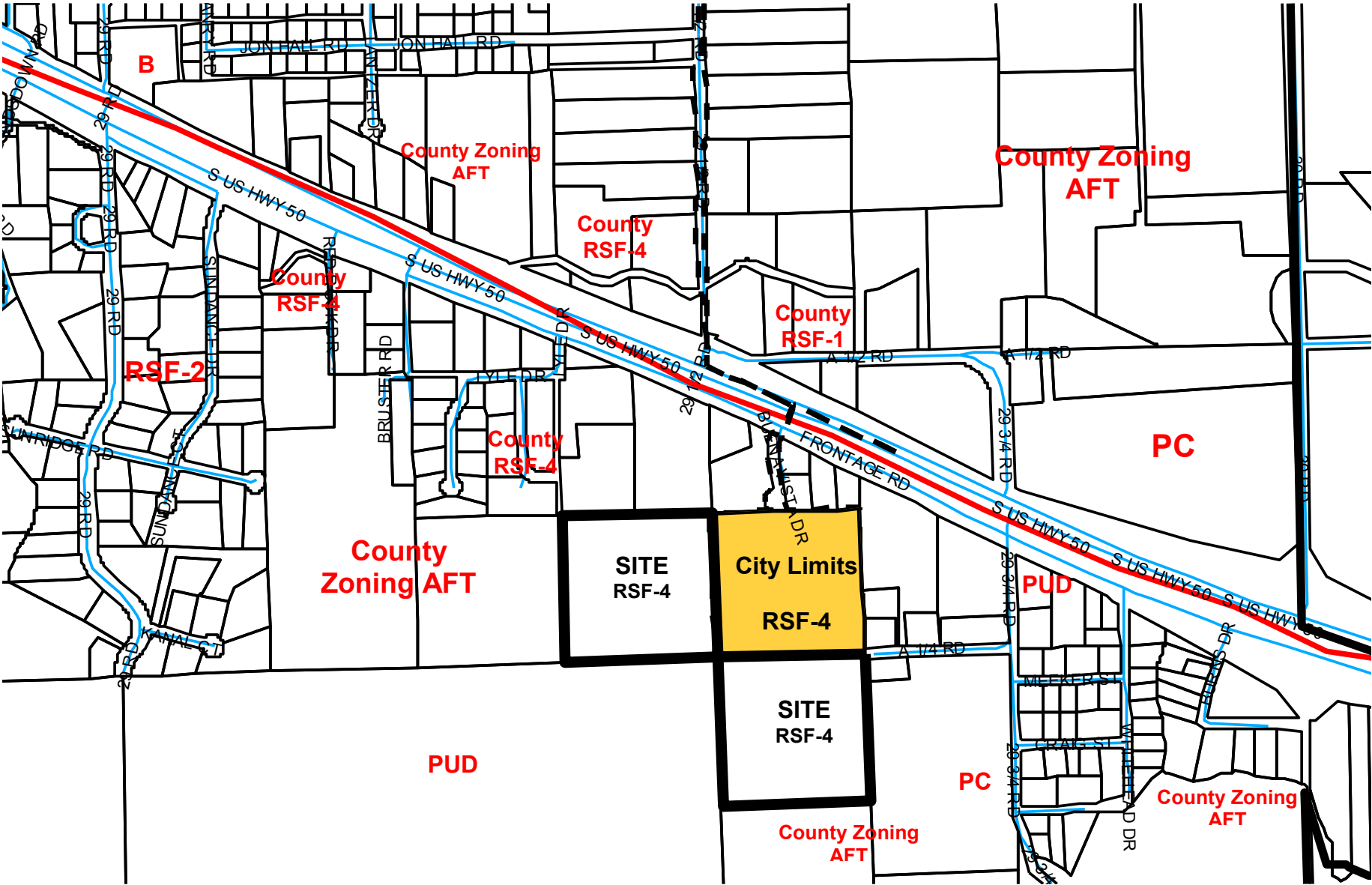
Future Land Use Map

Figure 3



Existing City and County Zoning

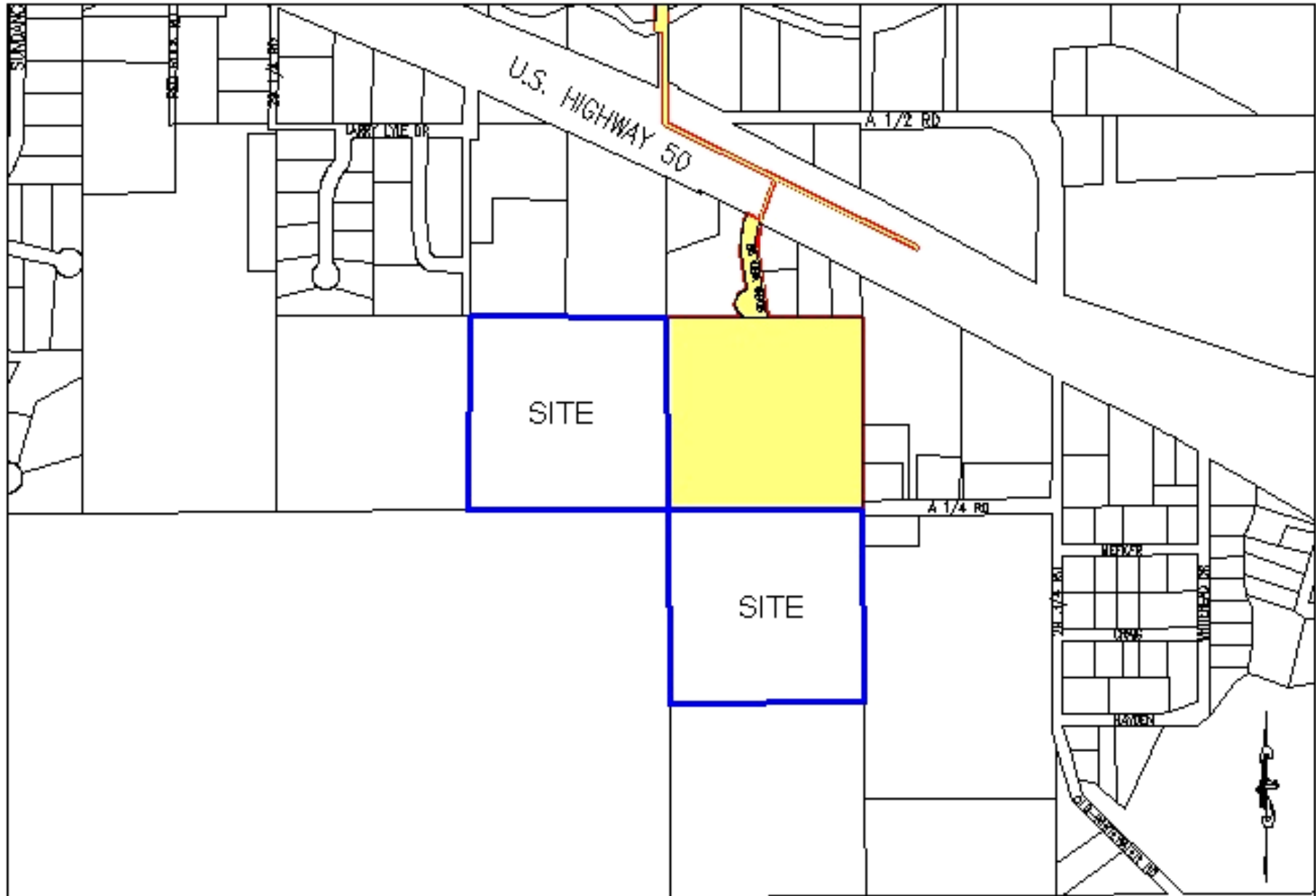
Figure 4



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."

Red Tail Ridge II Annexation

Figure 5



 City Limits  Annexation Boundary

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE RED TAIL RIDGE II ANNEXATION TO
RSF-4**

LOCATED SOUTH AND WEST OF BUENA VISTA DR. ON ORCHARD MESA

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 Red Tail Ridge II Annexation to the RSF-4 zone district for the following reasons:

The zone district meets the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and/or are generally compatible with appropriate 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 RSF-4 zone district be established.

The Planning Commission and City Council find that the RSF-4 zoning is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned RSF-4 with a density not to exceed 4 units per acre.

RED TAIL RIDGE II ANNEXATION

Two certain parcels of land lying in Section 32, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows: The Northwest Quarter of the Southwest Quarter of the Southeast Quarter (NW 1/4 SW 1/4 SE 1/4) of said Section 32, TOGETHER WITH, the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE 1/4 NE 1/4 SW 1/4) of said Section 32. CONTAINING 19.7655 Acres, (860,985.5 Sq. Ft.) more or less, as described.

Introduced on first reading this 7th day of July, 2004 and ordered published.

Adopted on second reading this _____ day of _____, 2004.

Mayor

ATTEST:

City Clerk

Attach 10

**IGA with Mesa Co. School District 51 for Parking Lot Const. at Pomona School
INTERGOVERNMENTAL AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT is made and entered into effective July ___ 2004, by and between the CITY OF GRAND JUNCTION ("City") and MESA COUNTY SCHOOL DISTRICT 51 ("District").

RECITALS

- A. The Colorado Constitution, in Article XIV, Section 18, permits political subdivisions of the state to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt; and
- B. Section 29-1-203, C.R.S., authorizes cities and school districts, as political subdivisions of the state, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each; and
- C. Section 22-32-122(1), C.R.S., grants to school districts the power to contract with a city for the performance of any service, activity, or undertaking which any school district may be authorized by law to perform or undertake; and
- D. Article XI, Section 7, of the Colorado Constitution permits the state or any political subdivision of the state to give direct or indirect financial support to any political subdivision of the state as may be authorized by statute; and
- E. The City is currently reconstructing 25 1/2 Road (said reconstruction shall be referred to herein as the Project) and, as part of the Project, the District has proposed that the City construct certain off-street parking lot facilities and improvements on District property at or near Pomona Elementary School, 588 25 1/2 Road, Grand Junction, Colorado (such improvements shall be referred to herein as the "Reimbursable Work"); and
- F. The Reimbursable Work will benefit the users of Pomona Elementary School as well as adjacent City parks and recreation facilities, and therefore the City and the District have agreed to share in the responsibility for and cost of constructing the Reimbursable Work as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the promises contained herein, the parties hereto mutually covenant and agree as follows:

1. The City agrees to construct the Reimbursable Work in conformity with the plans and specifications approved by both parties and attached hereto as Exhibit A. Such construction shall be at the City's initial expense, except for engineering and design costs paid for by the District as set forth in Paragraph 3 and subject to reimbursement to the City by the District, as provided in Paragraph 2 of this Agreement.

2. The District agrees to reimburse the City for no less than 75% of the cost of construction of the Reimbursable Work, without markup, administrative overhead or construction management charges by the City, provided that the city does not incur or spend in excess of \$200,000.00 to complete the Reimbursable Work under this agreement. The City shall bear the remaining 25% of the actual cost of construction of the improvements. For the purposes of this paragraph, "construction" means and includes all costs and expenses of any and all labor, equipment and materials, including but not limited to asphalt, concrete, landscaping as approved by the District, lighting and reconstruction of displaced park facilities, including but not limited to picnic shelters, but shall exclude interest and the cost of engineering, design and survey work supplied by the parties in accordance with paragraphs 3, 4 and 5 below.

3. The District shall, at its sole cost and expense, provide the services of a Colorado registered professional engineer to design the Reimbursable Work and to serve as the District's representative in connection with the construction of same. The District shall cause said engineer to prepare and submit to the City construction plans and specifications, to City standards, of and for the Reimbursable Work.

4. The City shall perform, at its sole cost and expense, all survey work reasonably necessary for the completion of the Reimbursable Work, including initial topographical and construction surveys.

5. The District shall reimburse the City as provided in Paragraph 2 above in accordance with the following payment schedule:

(a) The District shall pay an initial installment of \$50,000.00 within 14 days of the date of Substantial Completion of the Reimbursable Work. Substantial Completion shall be determined by the City at its sole discretion.

(b) If the District is authorized to incur additional debt or increase taxes for capital construction at the general election scheduled for November 2004, then the remaining balance of the District's share of the Reimbursable Work shall be paid in full on or before July 1, 2005. If the District is not successful with the bond vote, the District shall pay such remaining balance on or before January 15, 2006 together with interest at the rate of 4%.

(c) Nothing in this paragraph shall be construed to require the District to place a measure authorizing it to incur additional debt or increase taxes on the November 2004 ballot.

6. Upon the District's request, the City shall forward copies of construction invoices and/or copies of checks or other evidence of the payments by the City for the Reimbursable Work. If the District objects to any part of any invoice it shall state its objection(s) in writing, addressed to the City, citing its objection(s) with reasonable particularity. If the District does not object in writing within seven business days of the city's mailing, the invoice(s) shall be deemed approved.

7. Any and all construction shall comply with City standards. The District designates the City as its agent to coordinate, supervise and inspect the performance of the Reimbursable Work using and to the specifications prepared in accordance with paragraph 3; to require certifications and to otherwise take reasonable or necessary action(s) to ensure that the Reimbursable Work is in conformance with City standards. The City has the right to reject non-conforming work on its own behalf or on behalf of the District.

8. The District agrees that the City shall review and approve all material orders and contracts for construction involving the Reimbursable Work. The material orders and contracts shall be submitted to Mike McDill, City Engineer and shall be deemed approved if not rejected in writing within seven (7) business days of submittal.

9. The City shall enter into a written contract with its contractor(s) to perform the Reimbursable Work. The City represents and warrants that it has made a full and lawful appropriation for the Reimbursable Work and that its contracts with such contractor(s) shall at all times conform to the requirements of section 24-91-103.6, C.R.S. The City agrees to indemnify and hold harmless the District from and against any claims, losses, expense, damages, including attorneys' fees, arising out of or in any way related to the City's nonpayment or nonappropriation of sums due or claimed to be due to the contractor(s) or other third parties pursuant to such contract(s). In addition, such contract shall provide that time is of the essence for the completion of the grading, concrete and asphalt elements of the Reimbursable Work. Although the City does not guarantee that such elements of the Reimbursable Work will be completed prior to August 22, 2004, in the event such elements are not substantially completed by this date, the City will work in cooperation with the District to provide traffic control and related services to minimize disruption and inconvenience to Pomona Elementary School students, parents and staff caused by the Reimbursable Work.

10. The City shall include in its contracts with each contractor, materialmen, vendor, supplier, installer and/or contractor providing materials, equipment and/or labor in connection with the Reimbursable Work that the District shall be a third party beneficiary of all warranties provided to the City concerning or relating to the material and labor provided in connection with the Reimbursable Work. All warranties shall be for a minimum of one year from the date of final acceptance by the City and District in accordance with Paragraph 11 below.

11. Final acceptance of the work shall not occur or be deemed to have occurred until the City and the District jointly accepts, in writing, the Reimbursable Work.

12. This Agreement supercedes all prior discussions and agreements of the parties and may not be amended except in writing duly executed by the parties.

13. This Agreement may not be assigned and is binding upon and inures to the benefit of the parties hereto.

14. The District's fiscal obligations under this Agreement shall be subject to the following provisions and limitations:

(a) As prescribed by Colorado law, it is understood and agreed this Agreement is dependent upon the continuing availability of funds beyond the term of the District's current fiscal period ending upon each succeeding June 30, as financial obligations of a political subdivision of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Further, the parties recognize that the act of appropriation is a legislative act; however the District hereby covenants to take such action as is necessary under the laws applicable to the District to timely properly and zealously propose a budget, request of, seek and pursue full appropriation of funds from the District's Board of Education, which if appropriated will permit the District to perform its obligations hereunder. In the event there shall be no funds made available, this Agreement may terminate at the end of the then current fiscal year, with no penalty or additional cost as a result thereof to the District.

(b) It is the understanding of the parties that this Agreement will extend beyond the District's current fiscal year. The District and the City understand and intend that the obligation of the District to perform financial obligations hereunder constitutes a current expense of the District payable exclusively from District's funds and shall not in any way be construed to be a general obligation indebtedness of the District within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the District concerning the creation of indebtedness. Neither the District nor the City on its behalf has pledged the full-faith and credit of the District to the payment of the obligations hereunder, and this Agreement shall not directly or contingently obligate the District to apply money from, or levy or pledge any form of taxation to, the payment thereof.

(c) With such limitations in mind, the District has reason to believe that sufficient funds will be available to discharge its obligations under this Agreement. If the District's Board of Education does not appropriate funds for any fiscal period beyond the one in which this Agreement is entered into then this Agreement may terminate as provided in 14(a). In such event the District shall notify the City that the District shall not be obligated beyond that period. Written notice from the District forty-five (45) days prior to the effective date of the termination shall be provided.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

"CITY"

CITY OF GRAND JUNCTION

By: _____
Kelly E. Arnold
City Manager

" DISTRICT"

MESA COUNTY VALLEY
SCHOOL DISTRICT NO. 51

By: _____
Ron Rowley
President, Board of Education

Attach 11

**Change Order to 25 ½ Road Reconstruction Phase II Streets Project
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Change Order to 25 1/2 Road Reconstruction Phase II Streets					
Meeting Date	July 21, 2004					
Date Prepared	July 21, 2004				File #	
Author	Tim Moore			Public Works Manager		
Presenter Name	Tim Moore			Public Works 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: This change order is to construct the Pomona School parking lot for School District #51. M.A. Concrete Construction, Inc. has agreed to construct the parking lot for \$179,997. A second change order will be brought forward at a later time for the irrigation, landscaping and lighting to be construction.

Budget: Currently not allocated from a specific project.

Action Requested/Recommendation: Authorize the City Manager to Sign Change Order # 1 for the 25 ½ Road Reconstruction Phase II Streets Project to M.A. Concrete Construction, Inc. in the Amount of \$179.997.00

Attachments: None.

Background Information: An Intergovernmental Agreement has been approved for a joint construction project with the School District to construct additional parking at Pomona School on 25 ½ Road. Since M.A. Concrete is the contractor on the reconstruction project currently in progress on 25 ½ Road, the City has negotiated a change order with M.A. Concrete to construct the parking lot.