

**AGENDA**  
**JOINT PERSIGO MEETING BETWEEN**  
**CITY OF GRAND JUNCTION, CITY COUNCIL**  
**MESA COUNTY, BOARD OF COUNTY COMMISSIONERS**  
**HOLIDAY INN, 755 HORIZON DRIVE**  
**AUGUST 10, 2005, 11:30 A.M.**

**1. PERSIGO AGREEMENT**

[Attach 1](#)

- History and background that created the different elements within the Agreement
- Planning Boundaries: Review the significance of the Urban Growth Boundary, "the Line", the 201 Boundary and how they apply within the Agreement
- Significant dates of the Agreement
- Enclaves: How are enclaves to be, or not to be, managed or improved during the 3 year period before the City annexes?
- **Discussion of the future of the Persigo Agreement beyond 2007**

**2. PUBLIC HEARINGS**

[Attach 2](#)

- Additions and/or Deletions to the 201 Sewer Service Area Boundary.

INCLUSION REQUESTS:

Address	901 26 ½ Rd.
Address	789 23 Rd.
Vicinity	East side of 22 Rd., north of I-70
Vicinity	24 Rd. to 24 ½ Rd., north of I-70

EXCLUSION REQUEST:

Vicinity	West side of Rosevale Rd., northwest of Little Park Rd.
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**3. WRITTEN REPORT**

[Attach 3](#)

Operations Staff Report (For information only). No discussion is planned, unless there are questions. Many of these items will be part of the 2006, 2007 budget review.

**Attach 1  
Persigo Agreement**

JOINT PERSIGO MEETING  
GRAND JUNCTION CITY COUNCIL  
AND  
MESA COUNTY BOARD OF COMMISSIONERS  
August 10, 2005

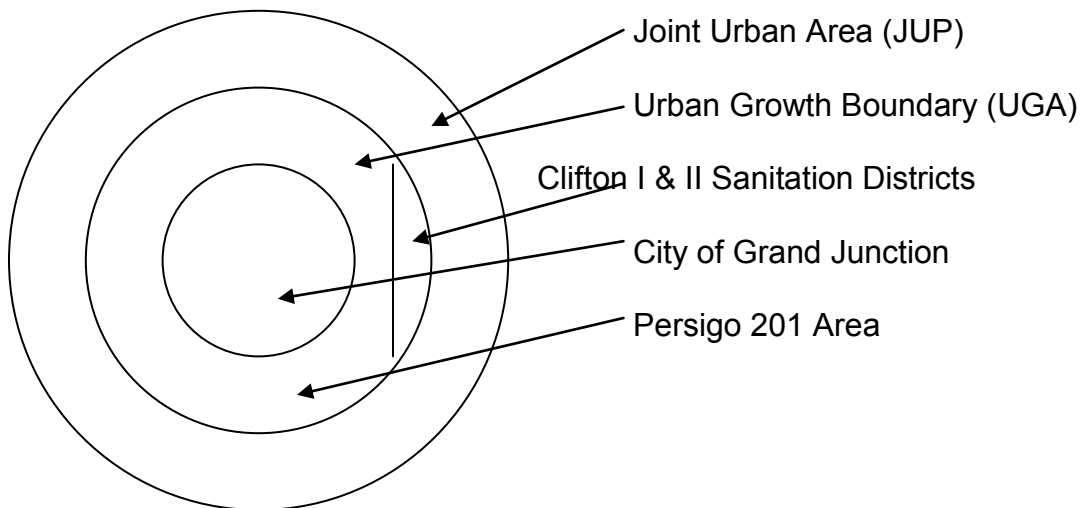
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**AGENDA TOPIC:** Discussion of Persigo Agreement elements and significant dates.

**BACKGROUND:** The Persigo Agreement signed October 13, 1998 provides direction for the operation of the Persigo Sewer System, helps to confine sprawl in and around Grand Junction, resolved long-standing tensions regarding City annexation when sewer was provided and established rules for where urban development would occur.

The Agreement established land use and master plan policies and implemented agreement specific solutions. The agreement identifies four planning areas:

- The City limits;
- The Persigo 201 sewer service area, which includes all of the then existing City limits, plus the eventual City limits;
- The Urban Growth Boundary, which includes the City's limits plus the Persigo 201 sewer service area plus the sewer service areas for Clifton Sanitation Districts I and II; and,
- The Joint Urban Area, which added to the Urban Growth Boundary is the area shown on the City's Future Land Use Map. The Joint Urban Area is also referred to as the Joint Planning Area and the Joint Urban Area Plan.



Under the Persigo Agreement, both the City and County adopted the same Master Plan. The City refers to its master plan as the Growth Plan. Mesa County refers to its master plan as the Mesa Countywide Land Use Plan.

The Persigo Agreement provides that urban growth (any residential development at a density exceeding two acres or more and any non-residential development) must only occur within the City. The Persigo Agreement's method to do so is to define that all "annexable development" (urban growth) anywhere within the Urban Growth Area must be annexed to the City. The method provided by the Persigo Agreement to implement these goals is that annexable development (*i.e.*, urban development) would be processed by the City (see paragraph 14a). There are two exceptions: those areas outside the Urban Growth Area within the Joint Urban Plan that were as of October 13, 1998 already zoned for urban uses and those parcels shown on the Master Plan as Commercial or Industrial.

To avoid sprawl and to avoid having industrial/commercial/business developments move to just outside the City's limits (thus duplicating the very problems that led to the Persigo agreement), no urban development ('annexable development') can be allowed in the JUP outside of the UGA.

**SIGNIFICANT DATES:** Several significant upcoming dates are contained in the Agreement:

Paragraph 14 (b): Until the 10<sup>th</sup> anniversary of the Agreement (October 13, 2008), the City is not allowed to annex outside of the 201 boundary without the consent of the Board of County Commissioners.

After October 13, 2008, annexations into the City will no longer be constrained by the 201 boundary. While the remainder of the Agreement stays intact, and the County will continue to refer annexable development within the 201 boundary to the City, the 201 boundary will no longer be the limiting geographic feature for annexations to the City of Grand Junction.

Paragraph 20: By *December 31, 2005*, the City Council must act to cancel all POA's which haven't been used or released.

This has already been completed.

Paragraph 22: *December 31, 2005*, "The Line" disappears.

"The Line" follows 31 Road from the I70 Business Loop south to the 201 boundary and just east of 31 Road from the I70 Business Loop north to the 201 Boundary. Until December 31, 2005, any proposed annexable development located west of this line must be annexed and developed within the City. All non-residential annexable

development and any residential development that requires a rezoning to a higher density which is east of the line must also be annexed and developed within the City.

After January 1, 2006, The Line will no longer be in existence and any annexable development within the 201 boundary except for property on the Redlands shall be annexed to the City.

x

1998 INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF GRAND JUNCTION AND MESA COUNTY  
RELATING TO CITY GROWTH  
AND JOINT POLICY MAKING FOR THE PERSIGO SEWER SYSTEM  
[October 12, 1998]

13 A J.R.B.  
A.  
**Goals**

The overriding goal of the County is to make available connection to the System to all properties within the 201 Service area and to participate jointly with the City to provide policy direction for operation and maintenance of the System.

The overriding goal of the City is that all new development shall occur within, and be annexed to, the City, and under the City's land use jurisdiction.

The parties agree that these two goals can be accomplished together.

The Master Plan is the community's best effort to identify those areas of the Central Grand Valley that should be urbanized, and those that should not.

In addition, the parties have expressed their willingness and resolve to guarantee, for themselves and for the Boards and Councils that will follow, that:

- (a) The City may continue to grow, in accordance with its Charter and applicable state law;
- (b) Within the 201, all Annexable Development, as herein defined, must only occur within the City and under the City's jurisdiction;
- (c) The County shall continue to participate jointly with the City to provide policy direction for operation and maintenance of the System;
- (d) So that the integrity of the City and County planning efforts is not threatened in the Joint Planning Areas (herein defined), the parties will not allow growth inconsistent with: the Master Plan adopted by each entity or by the Planning Commissions of each; or existing zoning; and
- (e) The City will continue to manage, operate and maintain the System as it has done, subject to policy guidance by the Board of County Commissioners and City Council, acting jointly, as provided herein.

This Agreement between the City and the County addresses the following goals and community values:

- (a) The System was constructed and will be operated for the benefit of the current and future users in the 201;
- (b) The Agreement should resolve all issues that were in dispute in the Lawsuit;
- (c) The pursuit of health and water quality on behalf of all citizens is of the utmost importance;
- (d) Continue quality management, operation, and maintenance of the System;
- (e) Encourage connection of all properties within the 201 to the System in the short term, rather than waiting for septic systems to fail; and
- (f) Agree on, and adopt, the boundaries of the 201.

**B.**  
**Policy.**

1. The City Council and the Board of County Commissioners shall jointly establish and provide policy direction relating to the System.
2. No policy shall be effective until formally adopted by both the Council and the Board of County Commissioners.
3. Policy means:
  - (a) Setting goals and objectives;
  - (b) Reviewing and adopting capital improvement plans and annual operating budgets;
  - (c) Reviewing and setting System rates and fees;
  - (d) Entering into bond issues and other financing arrangements, adopting or amending Sewer Rules and Regulations;
  - (e) Adopting policies and philosophies which govern rate and capital reviews and studies;
  - (f) Acting jointly regarding any changes to the 201. The parties recognize that their joint decision and recommendation regarding the 201 boundary may be subject to the approval of others pursuant to the Federal Clean Water Act and implementing regulations; and

- (g) Approving and entering into new sewer service contracts or amending existing sewer service contracts with special districts, municipalities, or other sewer service providers.
4. In the event the parties fail to jointly adopt an annual operating budget, the previously approved operating budget shall be the operating budget.
5. The parties agree that, unless required by a debt instrument or similar obligation, the following shall apply to the System:
- (a) Operating and maintenance reserves required by any debt instrument will not be used for trunk line extension or plant expansion;
  - (b) Jointly adopted differential fees and charges may be used to encourage in-fill;
  - (c) Plant investment fees and monthly charges may be established to meet anticipated future capital needs and inflation indexing; and
  - (d) The plant investment fee will be put into an expansion fund until plant usage reaches 90% of capacity, at which point construction is expected to expand the plant capacity. After such construction, expansion fund moneys may be accumulated for future uses or may be used to plan and construct new or replacement facilities.
6. Arbitration. Subject to the overriding provisions of Section F, "Remedies," in the event of a dispute of any matter determined by either body to be necessary to effectuate this Agreement or to establish any policy, the parties shall first mediate the dispute. If mediation does not resolve the dispute, the parties shall each state its position in writing and deliver the same to the other party. If, within ten days of the delivery of such writings to each party, the parties have not resolved the dispute, the parties shall proceed to binding arbitration. Each party shall designate an arbitrator of its choice and the two designees shall designate a third. Arbitration shall be subject to the rules of the American Arbitration Association. Expenses of mediation and arbitration shall be shared jointly by the parties.
7. The 1998-1999 existing system capital improvement plan, and existing operating budgets, and the Sewer Rules and Regulations (to the extent not inconsistent with this Agreement) and the boundary of the 201 as indicated on "**Persigo Exhibit A**" are hereby continued and ratified until jointly modified.

C.

**Implementation-Zoning-Master Plan.**

8. The parties agree to provide for, encourage, and assist growth of the City through annexation by the City of all Annexable Development within the boundaries of the 201. In the event of a question, the parties agree that annexation is to occur, unless prohibited by applicable law or this Agreement.
9. The Parties shall jointly develop appropriate incentives to encourage annexation to the City. If a neighborhood or other area petitions or elects to be annexed to the City, the County and the City may jointly fund incentives. As allowed by available money, the incentives may include, but are not limited to, parks, roads, fire stations or road improvements.
10. The parties agree to implement this Agreement, in letter and in spirit, through the various tools, plans and powers of each party, including but not limited to the adopted codes of each, the policies and procedures of each, and the agents and employees of each. Throughout the term of this Agreement, the parties agree to continue to amend and adopt such provisions as are authorized and necessary to implement all provisions and goals of this Agreement.
11. (a) The parties acknowledge the importance of adoption of, or implementation of, and compliance with, the Master Plan. The parties shall implement the Master Plan through their resolutions, ordinances or other actions or shall comply with the zoning existing as of the date of this Agreement. The parties may jointly allow for exceptions, in writing.
- (b) When one party approves an amendment or other change to the Master Plan for property within such party's jurisdiction if the other party does not consider and decide whether to amend within thirty calendar days of the first party's approval, the amendment shall be deemed approved.
12. To maintain the integrity of the Master Plan, and the implementation of it, and for other reasons, the parties agree that any property within the 201 should eventually develop at an urban level of density. For this agreement, residential lot sizes of two acres gross or larger are deemed to not be "urban" while smaller parcel or lot sizes are deemed to be "urban." The parties agree to amend the 201 to implement this principle.

D.

**City Growth. Powers of Attorney. Annexation.**

13. Neither contemporaneous annexation to the City, nor a power of attorney to annex later, shall be required as a condition of service by or connection with the System, subject to, and in accordance with, the several provisions hereof. However, annexation is



required pursuant to this Agreement in order to implement the goals and objectives of this Agreement.

14. (a) Over time all properties within either the UGA or the 201, as those boundaries are adjusted and amended pursuant to this Agreement, will be annexed by the City. The parties agree that the UGA and the 201 should be the same, although amendments are required to accomplish this consistency, except that Clifton Sanitation District I and II will be excluded from the 201. All land use review of whatever form of any Annexable Development within the 201 Boundary, beginning with the very first contact with the planning offices or departments of the parties (such as a pre-application conference or the acceptance of any application or permit request), shall exclusively occur in, and be exclusively subject to the land use jurisdiction of, the City through the development review or other review process.

(b) Until the 10<sup>th</sup> anniversary of the signing of this Agreement, the City shall not annex outside of the 201 or the UGA unless the Board of County Commissioners consents.

15. All decisions relating to infrastructure standards, location and similar technical matters for Annexable Development shall be performed by the City pursuant to City standards and requirements, even if an earlier phase or portion of an Annexable Development had occurred without City review or process or standards. Within the 201, the parties shall jointly agree upon the infrastructure standards which shall be followed throughout the 201. The parties shall agree on such standards within one year of execution of this Agreement. Thus, the general principle to accomplish the goals of this Agreement, and to replace the existing arrangement is that no Annexable Development in the 201 shall, after the effective date of this Agreement, occur except through the City's land use process and after annexation to the City is completed. The City Council may allow the land use review process of Annexable Development to proceed along with the annexation, as required by the City.

16. Except as provided in paragraphs 21-23, any proposed non-residential (including but not limited to commercial, industrial, institutional or public, *e.g.*, schools, churches) use or development which fits at least partially any one or more of the following criteria shall first annex to the City prior to, or concurrent with, review and approval of the development proposal. Even if the developer or applicant would experience a delay, the City shall require that annexation shall occur forthwith so that the City has complete land use authority over the proposed development from its initial planning and review stages. Those criteria are as follows:

(a) Any development requiring a change of the text of, or to any map which is a part of, the adopted Joint Urban Area Plan;

(b) Any property, or portion thereof, the owner of which has requested or applied for a rezoning or any change to a planned zone or any amendment to any planned zone;

(c) Any subdivision of property that results in the creation of one or more additional lot(s), parcel(s) or tax parcel(s). Judicial and partition actions are included within the definition of "subdivision." Notice of any such judicial or partition action shall be given to the City;

(d) Any use or development requiring a Conditional Use Permit, except a home occupation located in a residence;

(e) Any new principal structure;

(f) Any addition to an existing principal structure which contains less than 10,000 square feet of gross floor area if, following the addition, the gross floor area of the structure is equal to or greater than 10,000 square feet; or

(g) Any addition of 10,000 square feet of gross floor area or larger to an existing principal structure of 10,000 square feet or more of gross floor area.

17. The County hereby agrees to sign such documents as are reasonably necessary to complete every annexation initiated or completed by the City within the 201 which reasonably complies with the Annexation Act and the provisions of this Agreement.

(a) Specifically, the parties agree that the County may intervene, sue or otherwise take action against or contrary to any City effort to annex any property within the 201 only if:

(i) The City is not complying or reasonably attempting to comply with the Annexation Act and this Agreement; or

(ii) The property involved is County park, recreational property or other property such as courthouses, jails, maintenance yards, Intermountain Veterans Memorial Park, and the offices or buildings of the County Clerk and other County Officials.

(b) The County specifically consents to the annexation of all or a portion of any road, street, highway, easement, right-of-way, open space or other County-owned property, unless excluded in (ii) above, at any time for any purpose consistent with the terms of this Agreement.

(c) For or on behalf of any third party, the County shall not intervene, sue or otherwise take action against or contrary to any City effort to annex pursuant to the Annexation Act and this Agreement. Even though the County is granted standing

by the Annexation Act or otherwise, the County agrees not to exercise such right, to require an election for, or contest any annexation in the 201, unless inconsistent with the Annexation Act.

18. (a) Annexation techniques such as the use of "flagpole(s)," including the annexation of all or any portion of any right-of-way, street, easement or road, may be used by the City to accomplish annexations and the objectives of this Agreement. The City agrees to minimize the use of "flagpoles," other than the use of linear strips (normally portions of a right-of-way or other roadway), when establishing contiguity and compliance with the Annexation Act.
- (b) The City may require that annexation be completed prior to issuance of any final development approval and the City may complete annexation prior to initiating any development review. The City may choose to allow a land use application or proposed use to proceed contemporaneously with the annexation process.
- (c) Other parcels shall not be involuntarily included in an annexation petition prepared or controlled by the City pursuant to 18 (b) above. However, if a majority of property owners file a petition to annex, the minority may be annexed involuntarily without violating this Agreement.
- (d) The parties agree that a "pole" of a "flagpole" annexation does not create an enclave. The City agrees that it will not attempt to use any "pole" to create or "close" an enclave.
- (e) All phases, filings, or portions of any property subject to a public approval such as planned developments, Official Development Plans ("ODP"s), and any other process or step whereby a portion of one or more tax or other parcels are reviewed or evaluated (even though such parcels, lots or properties are not expected to be finally approved, subdivided or zoned at the same time) are to be treated as one property, and therefore all such phases, filings or portions shall be annexed to the City when the first such phase, filing or portion of property is reviewed and/or annexed.
19. Powers of Attorney for annexation ("POA's") or other instruments which provide for the exchange of sewer for an agreement to annex (only such documents shall be called POA's for purposes of this agreement) which were entered into or recorded as of the dismissal of the Lawsuit will not be used by the City to effect annexation during the time this Agreement is in effect.
20. Any POA which has not been exercised or released as of December 31, 2005 will be canceled on or before that date by formal action by the City Council. Such notice of cancellation, which shall be recorded, shall provide that the cancellation is subject to the several terms of this Agreement.

21. **Redlands.** Within that portion of the 201 which is west/south of the Colorado River and west of the Gunnison River, (termed the "Redlands" in this Agreement), and which is shown more particularly on the attached "**Persigo Exhibit A**":

(a) For any residential development, no permit or approval shall be given for such development if any portion of the property is within 1/4 mile (1,320 feet) of any portion of the City limits, as those limits change from time to time, except through the City's land use process and until the property is annexed to the City. The County shall refuse to review or approve any such development proposal; and shall refer the applicant to the City which shall process and decide if the permit, application or proposed development shall be approved. The City may require that annexation be completed prior to initiation of any land use review process by the County, or the City may choose to allow a land use application or proposed use to proceed contemporaneously with the annexation process.

(b) Regardless of proximity to the limits of the City, all non-residential Annexable Development on the Redlands shall be exclusively processed and evaluated by, and possibly approved only after it is annexed to, the City. The City may elect to begin the land use review process prior to completion of the annexation process if the City has land use jurisdiction as determined by the City.

22. **Eastern area.**

(a) Any proposed Annexable Development of any property within the 201 and which is partially or wholly WEST of the line shown on the attached "**Persigo Exhibit A,**" and which will be referred to as "The Line," shall be exclusively processed and reviewed by, and annexed to, the City.

(b) Until December 31, 2005, all non-residential Annexable Development and any residential development which requires a rezoning to higher density, which is east of "The Line" will be exclusively processed by, and annexed to, the City.

(c) On or after January 1, 2006, "The Line" shall no longer have any force or effect: any Annexable Development any portion of which lies within the 201 shall be processed and reviewed exclusively by and annexed to the City, except for property on the Redlands which shall continue to be treated in accordance with §21, above.

(d) To the extent that property, upon annexation to the City, is excluded from the Clifton Fire Protection District ("Clifton Fire"), the City promises to pay to Clifton Fire that amount of money which would have been received by Clifton Fire by virtue of its current mill levy as applied throughout Clifton Fire which would have applied absent exclusion, subject to the on-going requirement that Clifton Fire shall continue to provide its full services to the excluded property.

23. **Orchard Mesa.**

(a) For properties south of the Colorado River and east of the Gunnison within the 201 ("Orchard Mesa"), there shall be no development nor uses approved in the area east of 30 Road, west of Highway 141 (32 Road) which are connected to the System except the already fully developed subdivision "Valle Vista." Structures lawfully existing as of the date hereof which are within four hundred (400) feet of the existing sewer service line which connects to Valle Vista may be connected to that Valle Vista sewer line.

(b) Development of any property any portion of which is west of 30 Road, on Orchard Mesa, which meets the criteria of Annexable Development shall only occur within the City and contemporaneous with annexation and City review and approval.

(c) The parties shall commit to a successful resolution with Orchard Mesa Sanitation District (OMSD) of resolving the OMSD debt related to construction of the Valle Vista sewer service line described above.

24. **Appleton Service Area.** The Appleton Service Area is defined by Exhibit A of the Resolution known as MCM-98-51 (County) also known as Resolution 22-98 (City). Annexation of existing residential development is not required in order to obtain sewer service; however, Annexable Development within the Appleton Service Area shall be annexed similar to other Annexable Development as provided herein.

25. **Clifton.** Property which is east of "The Line", south of I-70B and which is within the Clifton Sanitation Districts I or II is not Annexable Development under this Agreement and may develop without annexation to the City.

E.

**Enclaves.**

26. (a) The parties agree that all property within an enclave shall be unilaterally, in accordance with the procedures provided for in the Annexation Act, annexed by the City on or before the fifth anniversary of the creation of the enclave.

(b) In an effort to eliminate duplication of services provided to the enclaves, the parties may contract with each other concerning urban services to be provided to enclaves and 'flagpoles.'

(c) The City and County will work toward amicable annexation of enclaves to the fullest extent possible.

(d) Until annexation of an enclave is final (*i.e.* all appeal periods have expired for any protest or appeal and all litigation contesting any such enclave in whole or in

part is finally adjudicated following the completion of all appellate proceedings), the county shall continue to provide its ordinary services (unless otherwise agreed in writing with the city) throughout such enclave.

(e) The County agrees to complete the capital planning, expenditures and construction of improvements which are identified in the County's adopted two-year budget and in the County's adopted two-year capital plan with respect to a portion or all of any enclave area, notwithstanding that the area, or a portion of the area, has been annexed.

F.  
**Remedies.**

27. (a) This Agreement can be amended or terminated only with the concurrence of both parties as expressed in a joint resolution passed by a majority vote of the City Council and the Board of County Commissioners respectively, except as otherwise provided herein.
- (b) Each party shall have the right to enforce each and every provision hereof, using the right of specific performance or otherwise. The court shall award the prevailing party its reasonable attorney's fees and costs.
- (c) If either party breaches or otherwise fails to comply with the terms and goals of this Agreement, the parties agree that, upon declaration of a court of competent jurisdiction, to the fullest extent allowed by law, all of the breaching party's right, title, and interest to the System shall immediately and irrevocably vest in the non-breaching party. The parties term this remedy "Here are the Keys."
- (d) If a court of competent jurisdiction determines that the "Here are the Keys" remedy is not enforceable for whatever reason, or if, due to the actions or inactions of a third party or intervening force, either party is not able to obtain the benefit of its bargain or is not able to accomplish the goals of that party, the court shall enforce as many provisions and terms hereof as are consistent with such goals and benefits. In addition, if the City's goals and benefits are not able to be met, the City may require that no development of any kind within the 201 shall occur except upon annexation to the City.
- (e) The parties desire that the Agreement shall be perpetual, so long as the terms and goals of this Agreement are being accomplished, and the benefits are being realized. If there comes a time that the "scope" of this Agreement needs to be expanded in order to continue the City's role as the urban services provider, and other method or methods of accomplishing land use review and control by the City in urbanizing areas are necessary, or to continue the County's role as a co-manager of the System and as a policy decider of the System, the parties agree to negotiate reasonably. In the event they cannot agree, either or both may request that the court fashion such a modification of the terms hereof, based on then existing law

and circumstances, as will satisfy the goals and intents of the parties and allow each to obtain the benefit of this Agreement.

G.

**Other Provisions**

28. Within one year of the effective date hereof, the parties agree to, in good faith, amend the Urban Growth Boundary, or the 201, or both, so that such boundaries and areas are identical.
29. The provisions of this Agreement are not assignable without the specific consent of the parties, which consent may be unreasonably withheld.
30. This document is intended to be an Intergovernmental Agreement (IGA), pursuant to the several powers of the parties, including but not limited to 29-1-201, C.R.S. *et seq.*, 29-20-101, C.R.S. *et seq.*, title 30, C.R.S., especially articles 11, 15, 20 and 28 thereof, and the statutory and home rule powers of the City. It is intended that this Agreement replace the Existing Arrangement.
31. The three existing contracts, between the City and Orchard Mesa Sanitation District, Central Grand Valley Sanitation District and Fruitvale Sanitation District, respectively, which districts are served by the System, shall remain unchanged by this Agreement.
32. This Agreement shall not grant any status or right for person or any third party, specifically any owner of any property, to make any claim as a third party beneficiary, or for deprivation of any right, violation of any vesting of rights, inverse or other condemnation, or other theories. The parties intend this Agreement to be for their benefit only, to resolve issues between these two governments.
33. Generally Accepted Accounting Principles ("GAAP"), as published by the Government Accounting Standards Board ("GASB"), which are standards applicable to local governments, will continue to apply to the System.
34. (a) The parties also agree that the failure of either to implement each and every term of this Agreement shall constitute a breach.
- (b) Because of the severity of a declaration of a breach, a party desiring to declare a breach shall first, in writing, inform the other party of the basis for the breach, including as much detail and specificity as is possible. The other party shall have 120 calendar days to either cure the breach or to inform the other party what steps are being taken, in a reasonable time and with reasonable efforts, to cure the breach. If the 120<sup>th</sup> day falls on a holiday or weekend, the party shall have until the following day which is not a holiday or a weekend to cure or inform. No breach shall occur without a court of competent jurisdiction having declared so.

(c) Either party may ask for direction from the court, in the form of a declaratory judgment, in anticipation of a breach argument being made by the other party.

35. The City as operator and manager will acquire and own any and all new and/or additional real and/or personal property or property interest only under the name and style of "the City of Grand Junction, Colorado, for the benefit of the Persigo 201 Sewer System."

36. The City shall manage, operate, and maintain the System for the benefit of the current and future users of sewer service in the Persigo 201, according to sound utility practices and principles and, except as otherwise provided herein, without regard to whether or not current and future users of sewer service in the Persigo 201 are located within or without the boundaries of the City.

37. Other matters, decisions and issues which have been decided by the City, acting as manager, shall continue to be decided by the City, unless included in the definition of policy provided in this Agreement. For example: the City may, as the manager, accept a bid which is within budget, without obtaining any further approval from the Council or the Board of County Commissioners; the City, acting as the manager, has complete authority, subject to policy direction as provided for herein; all System employees who operate and manage the System will continue under the City's personnel, pay and benefit system; matters of insurance, employee discipline, benefits, and similar questions, shall continue to be determined by the City.

38. Policy decisions and guidance shall be provided at joint meetings which shall occur at least annually. At least one of these meetings shall occur before July of each year so that any policy decisions (including changes to the boundaries of the 201) may be implemented by the City in the proposed budget for the joint System for the subsequent year. The City shall inform each special district of proposed rates for the subsequent year by September 1 of each year so that each district has reasonable advance information upon which to base its own budget projections.

39. Rate studies shall be made by outside consultants at least every five (5) years, or more often at the joint request of the City and County.

40. Since attorneys for both parties may, from time to time, give legal advice to either or both parties regarding policy directives, management, operation, and/or maintenance of the System, neither party shall assert against the other any attorney-client privilege with regard to any communication involving either party and either party's attorney, which communication occurred prior to the giving and receiving of written notice of a disagreement pursuant to this Agreement.

41. Except as provided in 14 (b), with regard to property outside of the 201 or the UGA, this Agreement shall in no way limit or expand the existing powers of the City.



42. In any zoning or other land use decision undertaken by the City, those persons who own property which is within the area of the City's standard notification and which is not within the City's limits shall be entitled to the same rights of appeal and participation in the land use review process as City residents.

43. The parties agree to the definitions as shown in Exhibit "Persigo Definitions."

H.

**Rules of Construction.**

44. (a) If a term or the application of this Agreement is ambiguous or cannot otherwise be determined, these rules, in the order presented, shall guide resolution of the question: (i) annexation of the property to the City should be accomplished; (ii) Sewer service to all properties within the 201 shall be provided; (iii) the other terms and provisions hereof shall be implemented.

(b) The goals and community values as referred to herein are properly used to construe this Agreement.

(c) In the event there exists a conflict between the body of this Agreement and any exhibit to this Agreement, the body of this Agreement shall prevail.

(d) If a conflict exists between this Agreement and any other document executed or adopted by either Party and necessary to and associated with operation of the System, this Agreement shall prevail, except as otherwise provided for herein.

(e) This Agreement is not intended to be and shall not be interpreted to be in derogation of any rights of the Trustee or the Bondholders pursuant to Mesa County Resolution No. MCM 92-160 (Series 1992).

(f) In the event this agreement is deemed to be ambiguous or vague, the parties agree that the rule that 'ambiguities shall be construed against the drafter,' or similar rules of construction, shall not apply because this Agreement is a result of mutual negotiation and drafting.

Effective Date: Oct. 13, 1998

CITY OF GRAND JUNCTION

Janet L. Terry  
Janet L. Terry, Mayor

Effective Date: Oct. 13, 1998

MESA COUNTY

James R. Baughman  
by its Board of Commissioners

Exhibit 1 "Persigo Definitions"

**Definitions**

For this Agreement, the parties agree to the following definitions and meanings.

1. Annexable Development: includes non-residential development, as defined herein, and residential development, as defined herein.
2. City Council, City or Council: the City Council of the City of Grand Junction, the City Manager of the City of Grand Junction, or the City of Grand Junction as an entity, as the context may require.
3. Commercial or non-residential development: all development which is described in paragraph 16, *infra*.
4. County, Commissioners, Board or BoCC: Mesa County, a political subdivision of the state of Colorado, acting through its Board of Commissioners.
5. Development: construction, improvement, or placement of a use on a parcel or lot or other property. For this agreement, changes in intensity of use, reconstruction of a building after demolition, rezonings and the other activities or thresholds as defined in the body of this Agreement, are included within the definition of "development." It is intended that in cases which are not clear, an activity or property be included within the term "development," rather than excluded.

Below is a list of those activities, approvals and review processes which will subject the applicant to being annexed by the City prior to any land use review by the County.

The following are examples of Annexable Development, as defined in this Agreement. This list is intended to be illustrative only and not an all-inclusive list of development types that would trigger land use review and approval or annexation by the City.

**Residential Annexable Development**

In general, Residential Annexable Development includes any proposed development that would require a public hearing under the Mesa County Land Development Code as it was on April 1, 1998. Such development includes, but is not limited to, any residential development that:

- Is generally defined as single family dwellings (detached and attached), duplexes, triplexes, quadplexes, townhomes, multi-family buildings, apartments, condominiums, rooming houses, boarding houses, group homes, nursing homes, retirement homes, adult congregate living facilities, hospices, or similar residential

- development. The term does not include commercial facilities such as hotels, motels, hospitals, penal/correctional facilities, or similar commercial or institutional facilities
- Requires a change to the Future Land Use Map of the Master Plan, or a change to the text, exhibits, goals or policies of the Master Plan, if requested by or on behalf of a property owner/developer
  - Requires a change in zoning applicable to a property or a change in the text of the Mesa County Land Development Code as it existed as of April 1, 1998
  - Requires a rezoning to planned development or Planned Unit Development (PUD)
  - Requires Official Development Plan (ODP) approval for a planned development or PUD
  - Requires Preliminary Plan approval for a planned development or PUD, regardless of any previous approval of an ODP
  - Requires approval of a major amendment to an approved planned development or PUD. A major amendment includes:
    - o A change in density, number of lots or number of dwelling units
    - o A change in a permitted use(s)
    - o A change in dwelling unit type (*e.g.*, detached, attached, townhome, zero lot line, *etc.*)
  - Requires approval of Conditional Use (except a home occupation)
  - Requires approval of a Special Use (except a home occupation )
  - Results in the subdivision of land (including judicial and partition action, but not foreclosure) whereby more than one additional lot or parcel is created
  - Requires approval of a subdivision plat or replat resulting in the creation of more than one additional lot or parcel

**Non-Residential Annexable Development**

In general, Non-Residential Annexable Development includes any proposed development that would require a public hearing under the Mesa County Land Development Code in effect on April 1, 1998, and any new or significantly non-residential principal structure(s). Such development includes, but is not limited to, any non-residential development that:

- Is generally defined as commercial, industrial, institutional, public (other than some property owned by Mesa County; see *infra*) or any combination thereof, or any one of the foregoing in combination with a residential use
- Requires a change on the Future Land Use Map adopted as part of the Master Plan , or a change to the text, exhibits, goals or policies of said plan, as may be requested by or on behalf of a private property owner
- Requires a change in zoning or a change in the text of the Mesa County Land Development Code
- Requires a rezoning to planned development or Planned Unit Development (PUD)
- Requires Official Development Plan (ODP) approval for a planned development or PUD
- Requires Preliminary Plan approval for a planned development or PUD, regardless of any previous approval of an ODP

- Requires approval of a major amendment to an approved planned development or PUD, such as:
  - o A change in intensity, lot coverage or floor area ratio
  - o A change in a permitted use
  - o A change in the location of a principal structure
- Requires approval of Conditional Use (except a home occupation)
- Requires approval of a Special Use (except a home occupation )
- Results in the subdivision of land (including judicial and partition actions) whereby one or more additional lots or parcels are created
- Requires approval of a subdivision plat or replat resulting in the creation of one or more additional lot(s) or parcel(s)
- Results in the construction of any new principal structure
- Results in any existing principal structure of less than 10,000 square feet of gross floor area being enlarged to 10,000 square feet or greater of gross floor area
- Results in an addition of 10,000 square feet or larger of gross floor area to any existing principal structure of 10,000 square feet or greater of gross floor area

6. Existing arrangement: that state of affairs and status, with all attendant powers, defenses, liabilities and duties, which existed the instant before the Lawsuit was dismissed.

7. Gross Floor Area: the sum of the areas, expressed in square feet, at each floor level of a structure including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, offices, *etc.*, included within the principal outside faces of exterior walls. Included are all stories or areas that have floor surfaces with clear standing headroom (six feet six inches (6'6") minimum) regardless of their uses. The gross area of any parking garage within a building shall not be included within the Gross Floor Area.

8. Jointly agreed upon infrastructure standards: those standards to be agreed upon by the City and County within one year of the signing hereof which include all necessary technical construction specifications of roads, drainage, water, sewer and other public or private utilities necessary to serve a non-residential or residential development.

9. Jointly: a joint decision of the City and County. While the City and the County may be required to act separately, according to applicable law, no such action shall be effective until both bodies have adopted identical actions, terms and provisions.

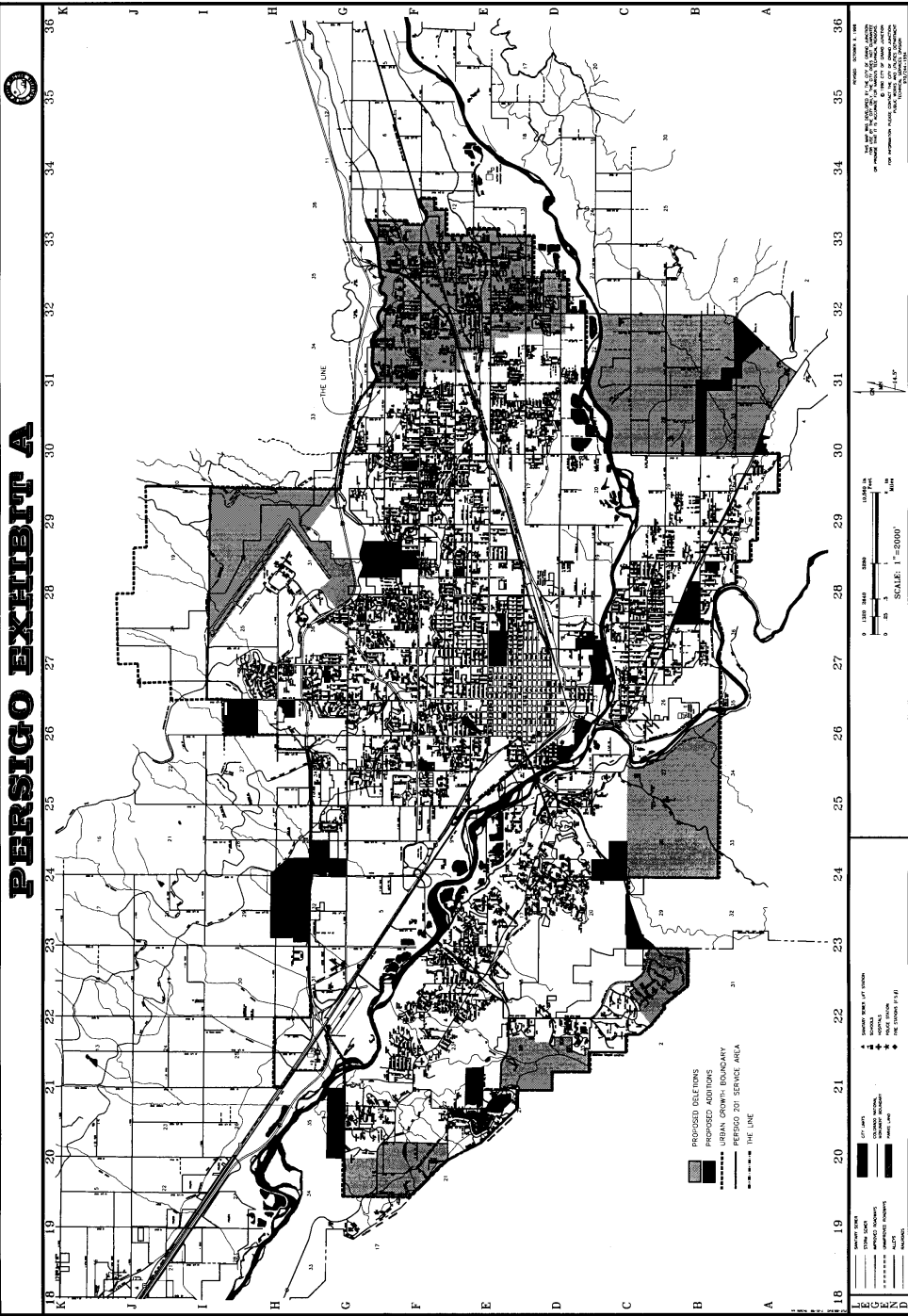
10. Joint Urban Area Plan ("JUP"): means that portion of the Mesa County Countywide Land Use Plan as shown in color on the City's Future Land Use Map (adopted October 2, 1996), along with the corresponding text, goals and policies. Note that the colored portion is larger than the Urban Growth Boundary.

11. Lawsuit: Mesa County v. City of Grand Junction, 94 CV 233, Mesa County District Court.

12. Lot: a parcel of land as measured and established by a plat recorded with the Mesa County Clerk and Recorder.
13. Master Plan: also known as Comprehensive Plan, Growth Plan; for the purposes of this Agreement, it is Chapter 5 of the Mesa Countywide Land Use Plan (October, 1996), also known as the Joint Urban Area Plan.
14. Non-residential development or commercial: all development which is described in paragraph 16, *infra*.
15. Official Development Plan: As defined by Mesa County Land Development Code, in effect as of April 1, 1998.
16. Parcel: an area of land defined by a legal description and recorded with the County Clerk and Recorder.
17. Persigo Wastewater Treatment System: see Sewer.
18. Policy: see paragraph 3, *infra*.
19. Principal Structure or Use: the main or primary purpose for a structure or use on a property; Included are accessory structures which are attached to and architecturally integrated with the principal structure.
20. Property: includes the terms "lot" and "parcel," as defined herein. Adjacent or contiguous tax parcels, according to the Mesa County Assessor, which are in identical ownership, shall be treated as one property, parcel or lot, for the purposes of this Agreement. The term is intended to be inclusive and to refer to all lands, grounds, and areas.
21. Public approval: for any proposed use development or change to either, an approval which requires or involves a public hearing process, based on the provisions of the County's Code and the administrative practices in effect in Mesa County on April 1, 1998 (unless consented to in writing by the City if the provisions or practices changes). Thus, if a subdivision of property requires a public hearing of some sort, the subdivision cannot occur without "public approval." If construction can occur without a public hearing or public notice of a meeting, for example only staff review of a set of plans must occur before the activity is authorized, no public approval is required for the development. It includes any, according to the County's adopted Code as of April 1, 1998, any development, subdivision, platting, planned or planned unit development (including all phases, steps, and filings), conditional or other use permit, land use review, change of use, change of intensity of use or other permitting process, permit or approval applicable to land or structure thereon which requires a public hearing.

22. Residential Development: includes single family dwellings, multi-family homes, apartments, townhomes and condominiums, and other dwelling places, along with appurtenant structures, such as a club house which serves only the residents of a particular subdivision, and which requires a public approval.
23. Septic system: all forms of State of Colorado and Mesa County Health Department approved individual sewage disposal systems, as defined in state law and state implementing regulations.
24. Septic system failure: as defined by County Health Department or, in lieu of any definition by the County Health Department, by the State of Colorado's statutes or implementing regulations.
25. Structure: has the same meaning as is provided for in the most current version of the Uniform Building Code, as published by the ICBO, or a successor entity or uniform code, as adopted from time-to- time by the City.
26. System: the plant, and all lines, interceptors, and pipes, valves, pumps and other facilities and appurtenant devices, including the real property rights, necessary or used for the collection and transportation of sewage and waste liquids to, and the operation and maintenance of, the Persigo Wastewater Treatment Plant. "System" includes all pipes and devices however large or small, including what has been termed "backbone," collection, trunks, *et cetera*, and all necessary personal property needed to operate the System . *See*, Sewer Regulations, as adopted by the City.
27. 201 Service Area or 201 or Persigo 201: as shown on the attached map, "**Persigo Exhibit A**," within which area it is intended that all properties shall be connected to, and served by the System, to the exclusion of septic or other individual sewage disposal systems.
28. Urban or Urbanizing: Within the JUP, any development or use other than residential single family dwelling(s) on lots, parcels or tracts which are smaller than two acres in size, net.
29. Urban Growth Boundary or Area: as shown on "**Persigo Exhibit A**" ("UGA").
30. Use: the purpose for which land or the building is designed, arranged, or intended, or for which is or may be occupied or maintained; also includes any activity, occupation, business or operation which is carried on, in, on a structure or on a tract or parcel of land.

# PERSIGO EXHIBIT A





**Attach 2**  
**Additions & Deletions to 201**

JOINT PERSIGO MEETING  
GRAND JUNCTION CITY COUNCIL  
AND  
MESA COUNTY BOARD OF COMMISSIONERS  
August 10, 2005

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**AGENDA TOPIC:** Requested Additions and Deletions to the Persigo 201 area

**ACTION REQUESTED:** Review and consider adjusting the 201 boundary at the August, 2005 Joint Persigo meeting.

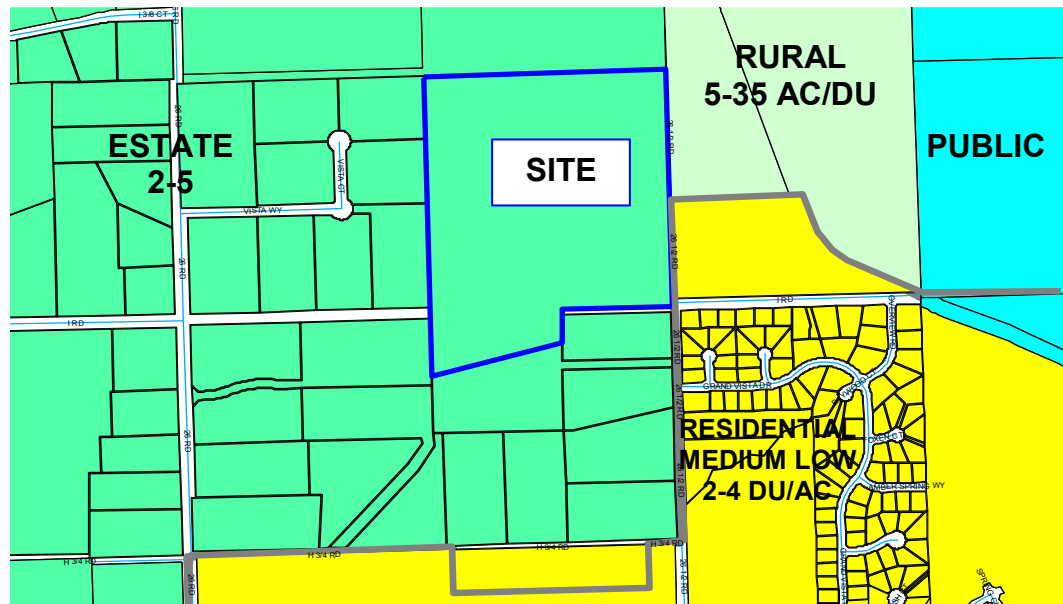
**PROJECT DESCRIPTION:** There are four requests to have property included in the 201 area and one request to remove property. The four requests for inclusion are all located in the northwest area within the North Central Valley planning area. The North Central Valley Plan was adopted by the Mesa County Planning Commission on March 19, 1998 and the City Council on June 3, 1998.

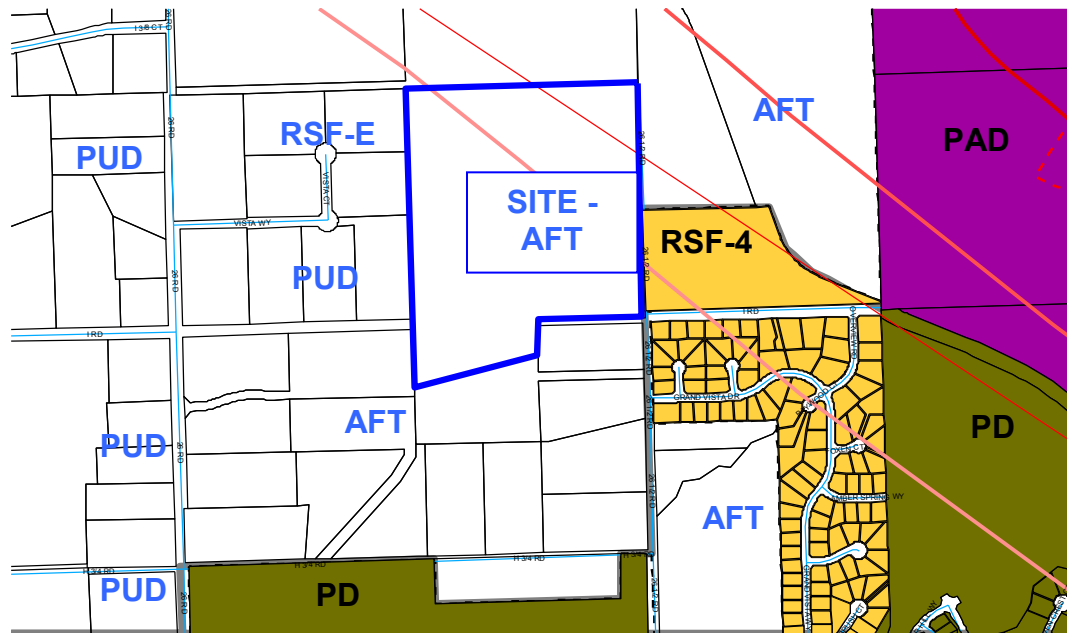
**BACKGROUND:** Information on future land use, zoning, drainage basins, and sewer capacities is included in this report.

Fox Amendment Request  
Parcel #2701-233-00-562

## Land Use Analysis

This property is located at the northwest quadrant of I Road and 26 ½ Road and is designated Estate on the City's Growth Plan and County's Land Use Plan. This designation establishes a residential density of two to five acres per dwelling unit. The North Central Valley Plan map shows this property located within an area identified as Estate, 2 – 5. County zoning is AFT, Agriculture, Forestry, Transitional. The property is bordered by Del's Country Estates on the south (a 5 acre subdivision), Autumn Brook Farms to the southwest (a 5 acre subdivision) and North Valley Subdivision (RSF-E) directly to the west. The subject property is partially constrained in the northeast corner by the Airport Critical Zone. Where possible no residential development is permitted within the Critical Zone and if property is wholly or substantially burdened with this designation, residential densities are limited to one unit per five acres.





Adoption of the North Central Valley Plan specifically limited the Urban Growth Boundary (201 Boundary) to an area anticipated, at that time, to be able to be served by the Persigo plant. While property to the east, known as the Manor Road Subdivision, directly north of the Grand Vista Subdivision, was added to the 201 area last year, that particular property was considered a relatively unique parcel: It could be served by the existing sewer in I Road; and, The property to the north is constrained by the Airport Critical Zone.

### **Sewer Service to Property**

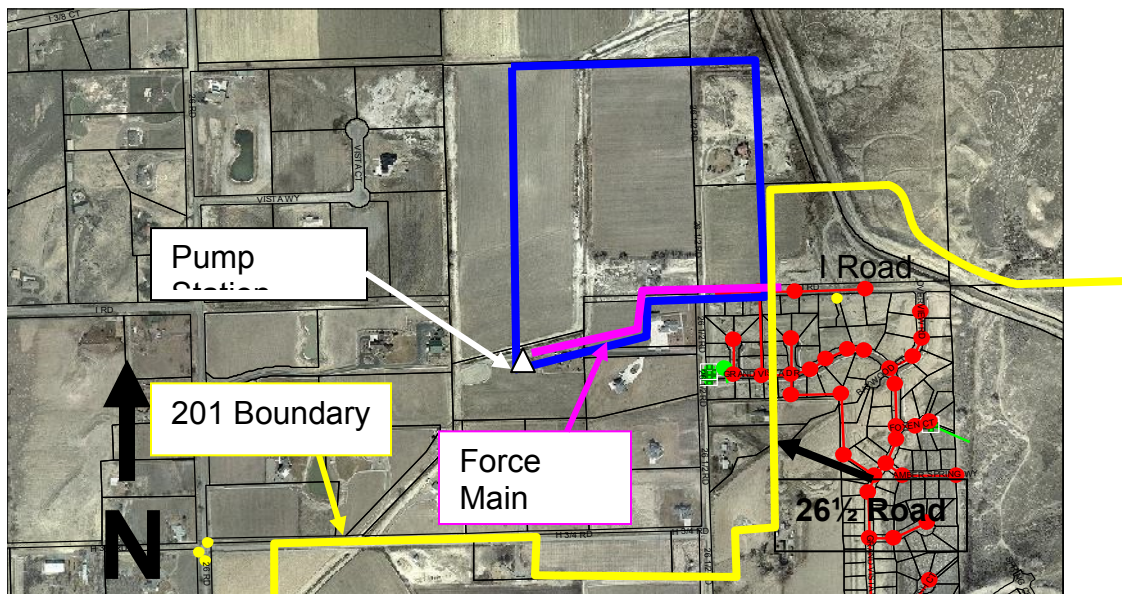
1. Gravity service is not currently available. Gravity outfall would be to the 24½ & I-70 future outfall that would likely be constructed if the 201 boundary is amended to include areas north of I-70 from 24¼ Road to 26 Road. 2.4 miles of sewer infrastructure is needed for gravity service to this property.
2. A Lift Station would be required if the property is to be served at this time. A lift station impact fee of \$248,400 would need to be paid at time of platting if a lift station was utilized.

## Paradise Hills Interceptor Capacity

1. The Paradise Hills interceptor is currently operating at 28% capacity (1.18 MGD). Just upstream of outfall to River Road interceptor.

The interceptor is operating at 8.6% capacity higher in the basin at Kelly Drive. Capacity does not appear to be an issue in the upper portion of the basin.

2. HDR Identifies the Paradise Hills interceptor basin at build out will produce 4.17 MGD. The lower portions of the interceptor were constructed with a capacity of 4.17 MGD. If the 201 boundary is amended causing impact to the Paradise Hills interceptor basin, this will likely cause the need for upgrades to the lower portion of the interceptor at some point in the future.



### Construction cost estimate to provide service to the property.

#### Fox Property Construction Cost Estimate

4" force Main (1,700 lineal feet) =	\$25,500
Pump Station and Wet Well =	\$80,000
Engineering/Construction Contingency =	\$21,100
<hr/> Total estimated cost. =	<hr/> \$126,600

### Recommendation

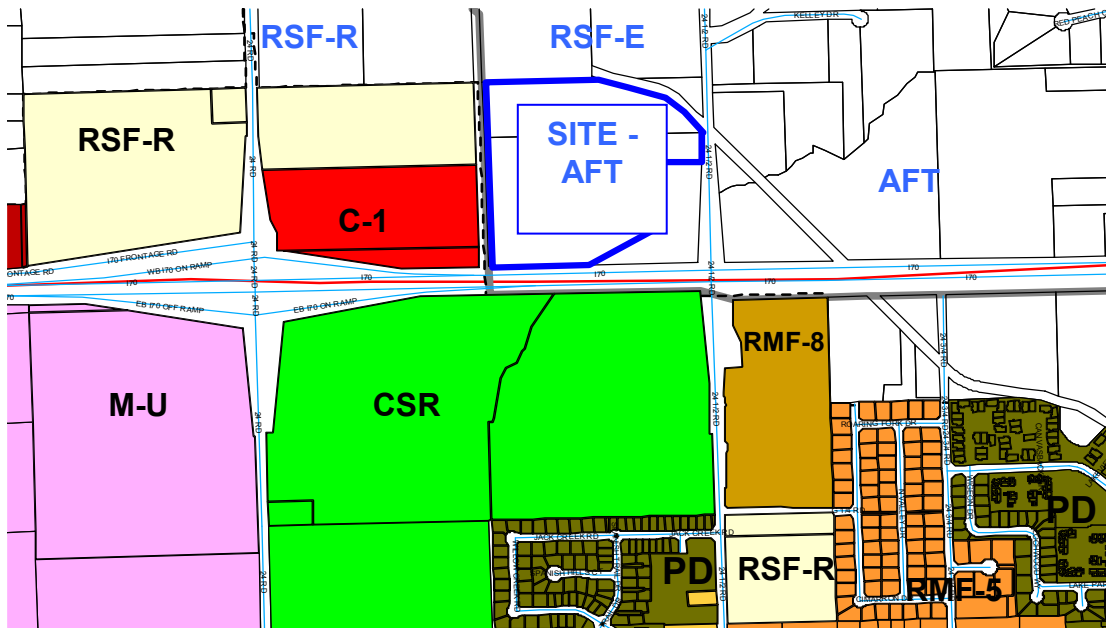
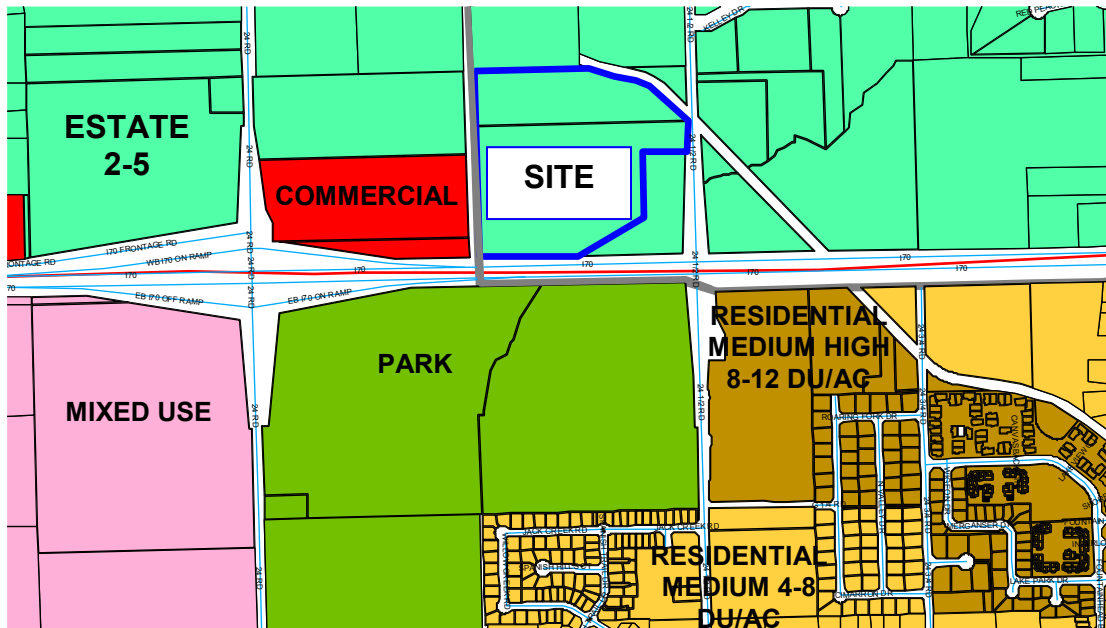
Given that gravity sewer is not available to this property; in light of the North Central Valley Plan assumptions regarding the 201 boundary; and, recognizing that extension of the sewer may create a larger demand for urban level development, it is staff's

recommendation that the requested amendment to the 201 boundary is premature and should be denied at this time. There is land south of H-3/4 Road and I Road east of 26-1/2 Road within the 201 boundary that should be developed before further expansion of the 201 is approved in this area.

Merkel Amendment Request  
Parcel #2701-332-00-133 & #2701-332-00-023

**Land Use Analysis**

This property is located east of 24 Road and north of Interstate 70 in the northwest quadrant of I70 and 24 1/2 Road and is designated Estate on the City's Growth Plan and County's Land Use Plan. This designation establishes a residential density of two to five acres per dwelling unit. The North Central Valley Plan map shows this property located within an area identified as Estate, 2 – 5. County zoning is AFT, Agriculture, Forestry, Transitional.



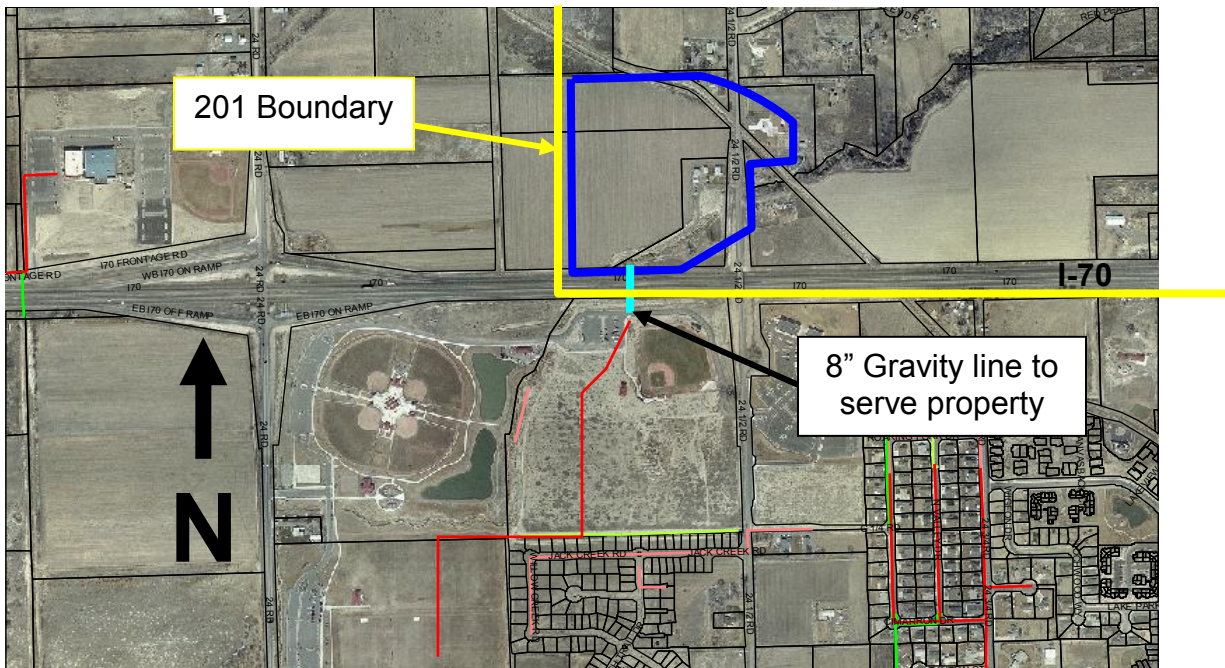
## Sewer Service to Property

1. Gravity outfall would be to the 24 Road interceptor.

## 24 Road Interceptor Capacity

1. The 24 Road interceptor is currently operating at 59% capacity (0.39MGD). Just upstream of outfall to River Road interceptor. The interceptor will need to be upsized at some point in the future to serve the basin within the existing 201 boundary. Capacity in the existing interceptor is 0.66 MGD that is governed by 3,400 lineal feet of 10" pipe.

Projected flow from the 24 Road basin within the existing 201 boundary is 1.84 MGD.



Construction cost estimate to provide service to the property.

## Merkel Property Construction Cost Estimate

Bore I-70 (180 lineal feet) = \$108,000

### **Recommendation**

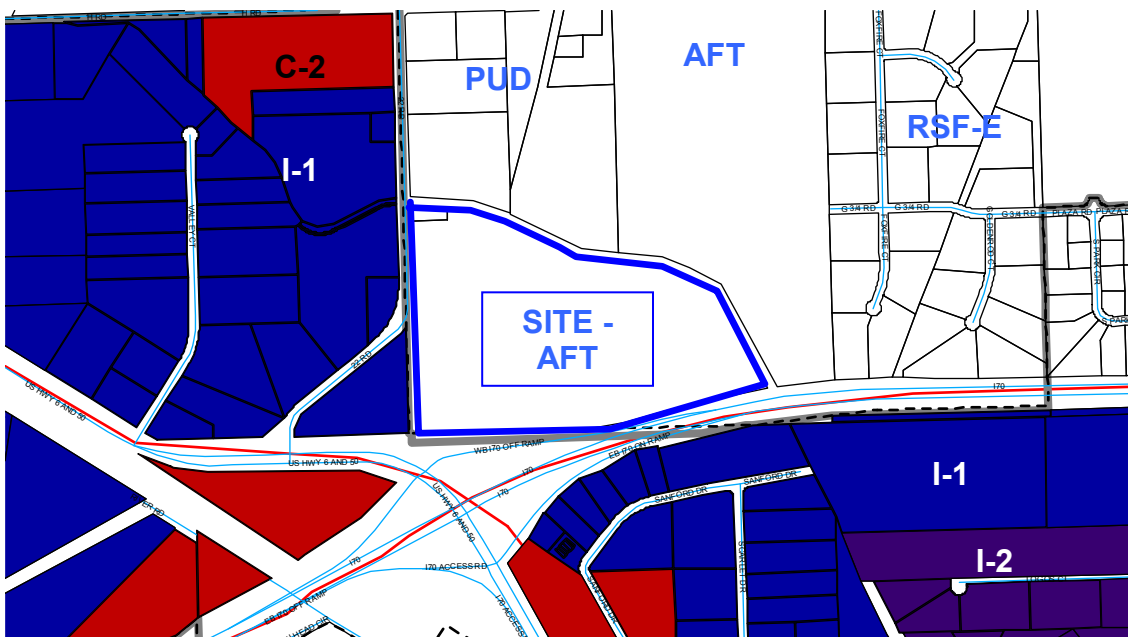
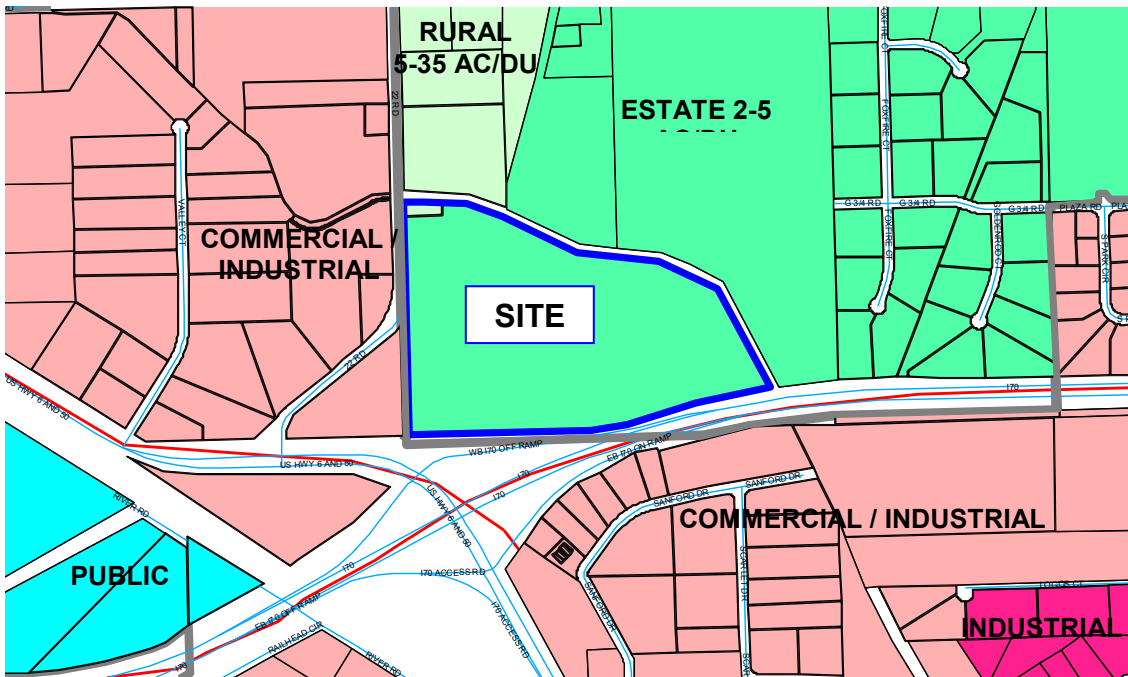
As noted in the previous amendment request, adoption of the North Central Valley Plan specifically limited the Urban Growth Boundary (201 Boundary) to an area anticipated, at that time, to be able to be served by the Persigo plant. It is staff's recommendation that this request is also premature. Continued piecemeal amendments without consideration of the larger policy assumptions is inappropriate and erodes efforts for more compact growth opportunities within the Urban Growth Area. If amendments continue north of I-70, a logical boundary such as the Highline Canal should be established. The area north of I-70 should remain in low-density residential development currently supported by the North Central Valley Plan.



WT Hall Property Amendment Request  
Parcel #2701-312-00-520

**Land Use Analysis**

This property is located north and northeast of the interchange at Interstate 70 and Highway 6&50 and is designated Estate on the City's Growth Plan and County's Land Use Plan. This designation establishes a residential density of two to five acres per dwelling unit. The North Central Valley Plan map shows the portion of the property southeast of Persigo Wash located within an area identified as Estate, 2 – 5. Property northwest of Persigo Wash is outside the North Central Valley Plan area. County zoning is mostly AFT, Agriculture, Forestry, Transitional with the area northwest of Persigo Wash zoned PI, Planned Industrial.

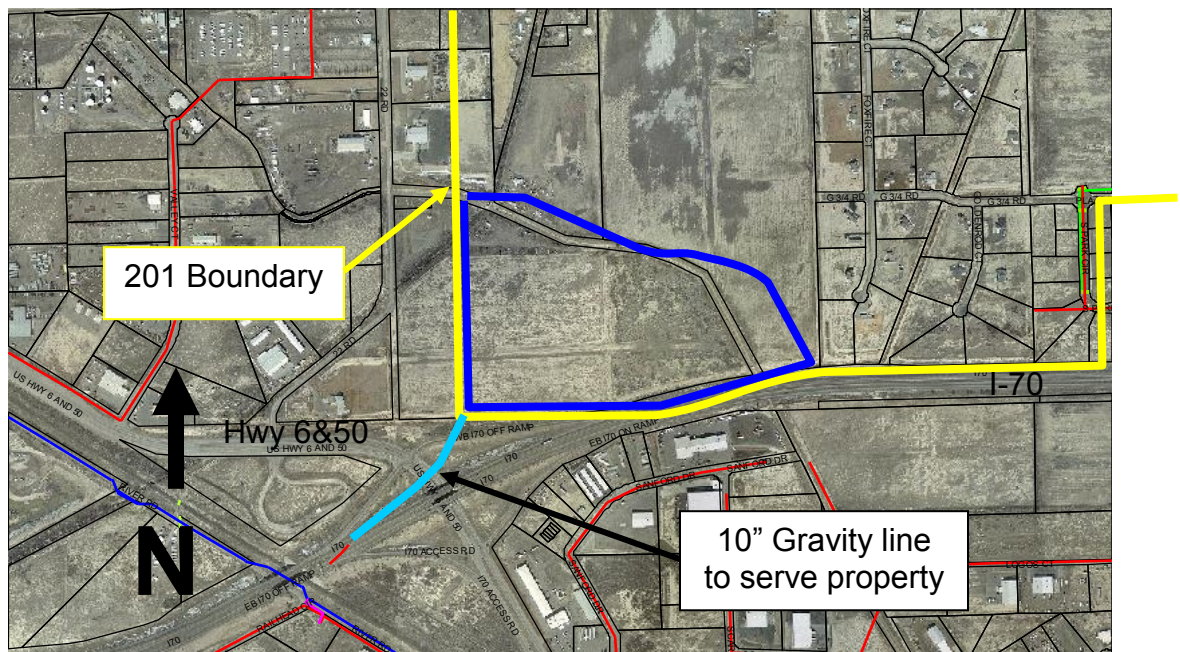


## Sewer Service to Property

1. Gravity outfall to the weigh station sewer extension.

## System Capacity

1. There are currently no users on the 10" line that is stubbed under the UPRR tracks to the weigh station site. Construction of a 10" outfall from the subject property to the existing stub would provide service for 1,080 EQU's that would be adequate for service to the area bounded on the North by H Road, on the east and west by 23 Road and the existing 201 boundary respectively.



## Construction cost estimate to provide service to the property.

Bore 6&50 (250 Lineal feet) =	\$36,000
10" gravity outfall line (900 Lineal feet) =	\$125,000

Engineering/Construction Contingency 20% =	<u>\$32,200</u>
Total estimated cost. =	\$193,200

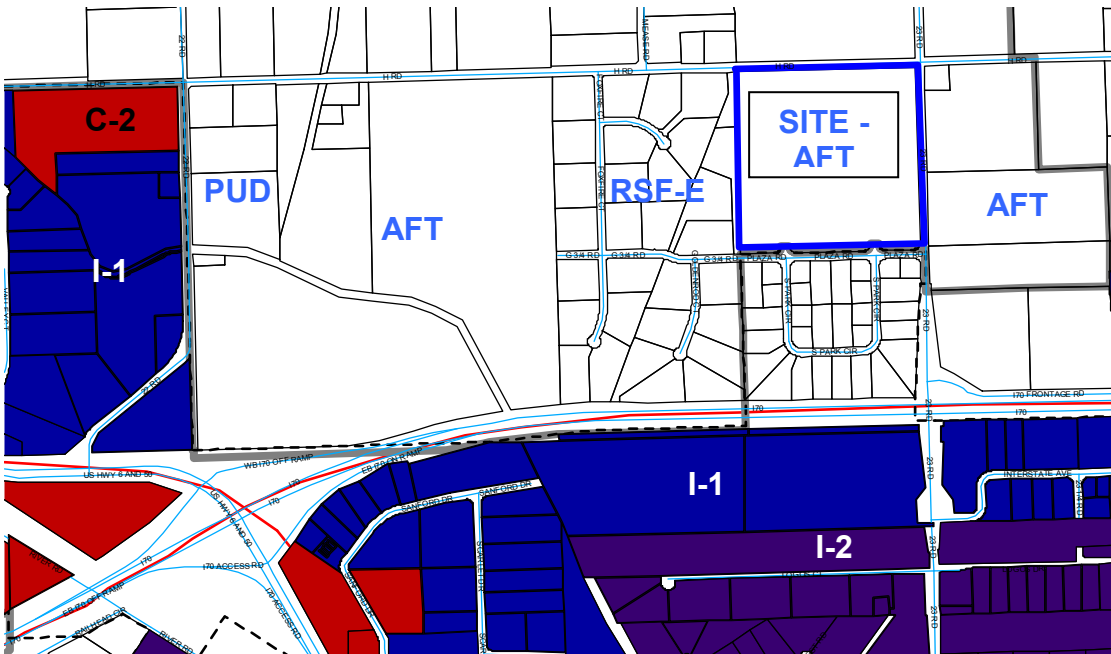
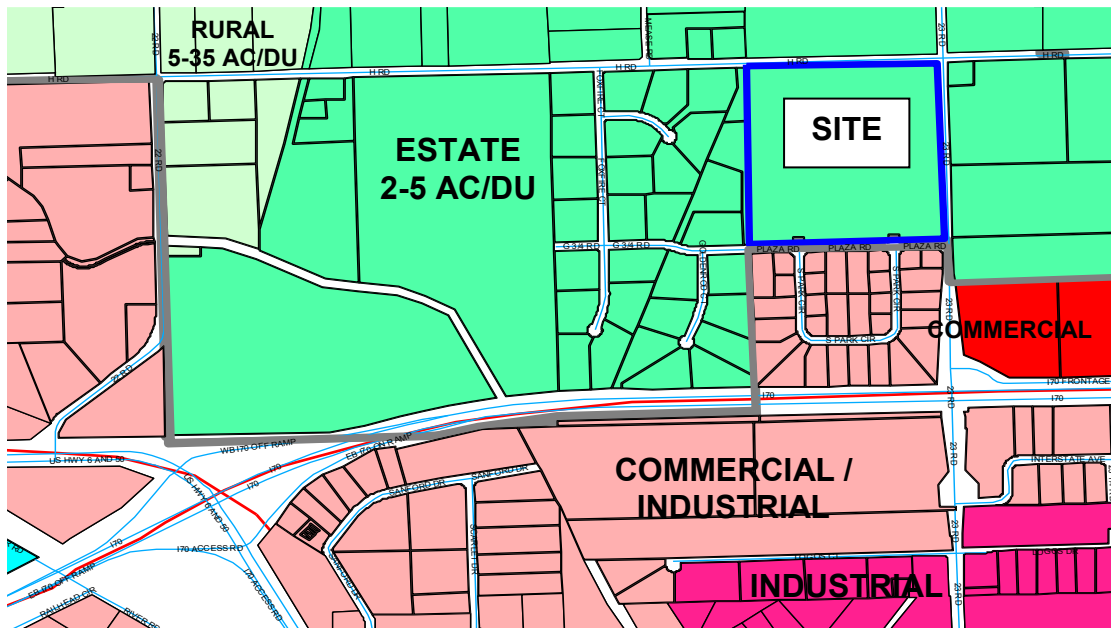
### **Recommendation**

Because of the ease of providing sewer to this property, it may be appropriate at some time to consider a boundary amendment in this case. However, as with the previous two requests, recognizing the North Central Valley Plan and the assumptions regarding sewer, staff does not support this amendment considering it premature. Other issues exist in the area south of H Road and east to 23 Road that warrant an analysis of inclusion of all of the properties in this area. See the Alex Mirrow Amendment Request for more detail.

Alex Mirrow Amendment Request  
Parcel 2701-311-00-518

**Land Use Analysis**

This property is located at the southwest quadrant of H Road and 23 Road directly north of the 23 Road Park Plaza subdivision and is designated Estate on the City's Growth Plan and County's Land Use Plan. This designation establishes a residential density of two to five acres per dwelling unit. The North Central Valley Plan map shows this property located within an area identified as Estate, 2 – 5. County zoning is AFT, Agriculture, Forestry, Transitional. At the joint Persigo meeting in 2000, this property requested to be included in the 201 boundary and was denied.



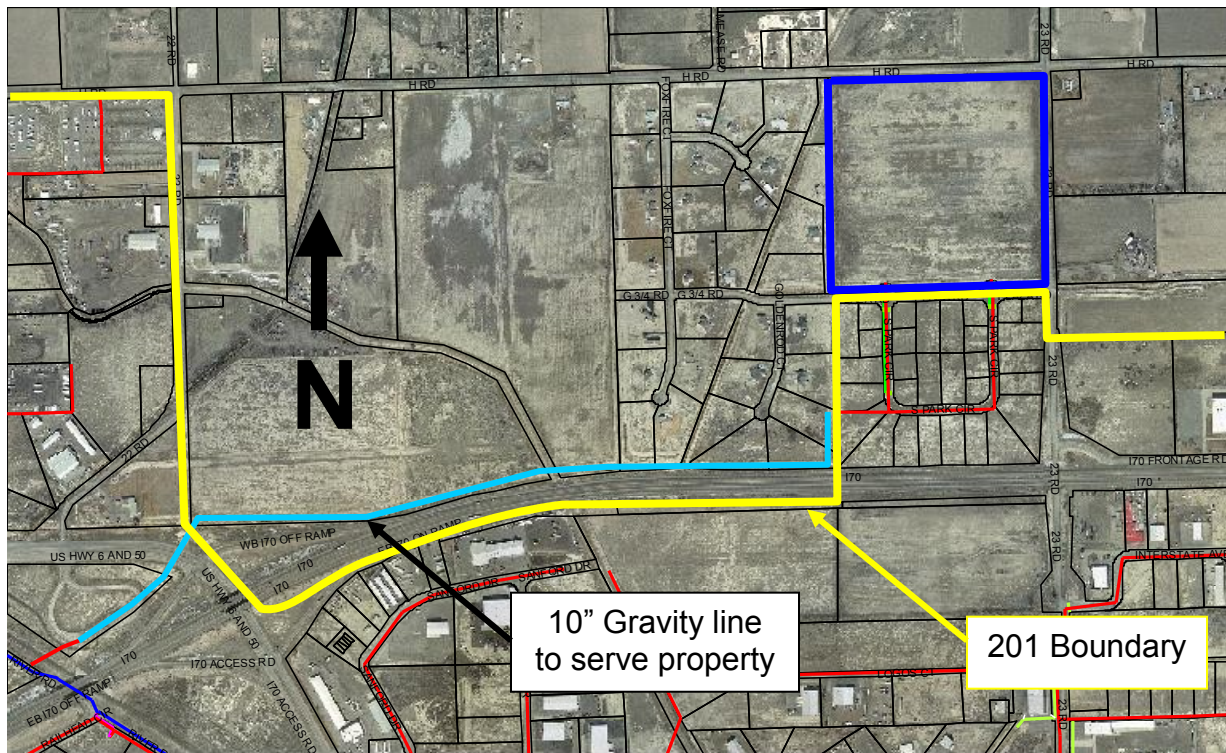
## Sewer Service to Property

1. Gravity outfall to the weigh station sewer extension.

## System Capacity

1. There are currently no users on the 10" line that is stubbed under the UPRR tracks to the weigh station site. Construction of a 10" outfall from the subject property to the existing stub would provide service for 1,080 EQU's that would be adequate for service to the area bounded on the North by H Road, on the east and west by 23 Road and the existing 201 boundary respectively.
2. Capacity analysis in the same for all three options below. Outfalls to different locations do not create a problem for downstream infrastructure.

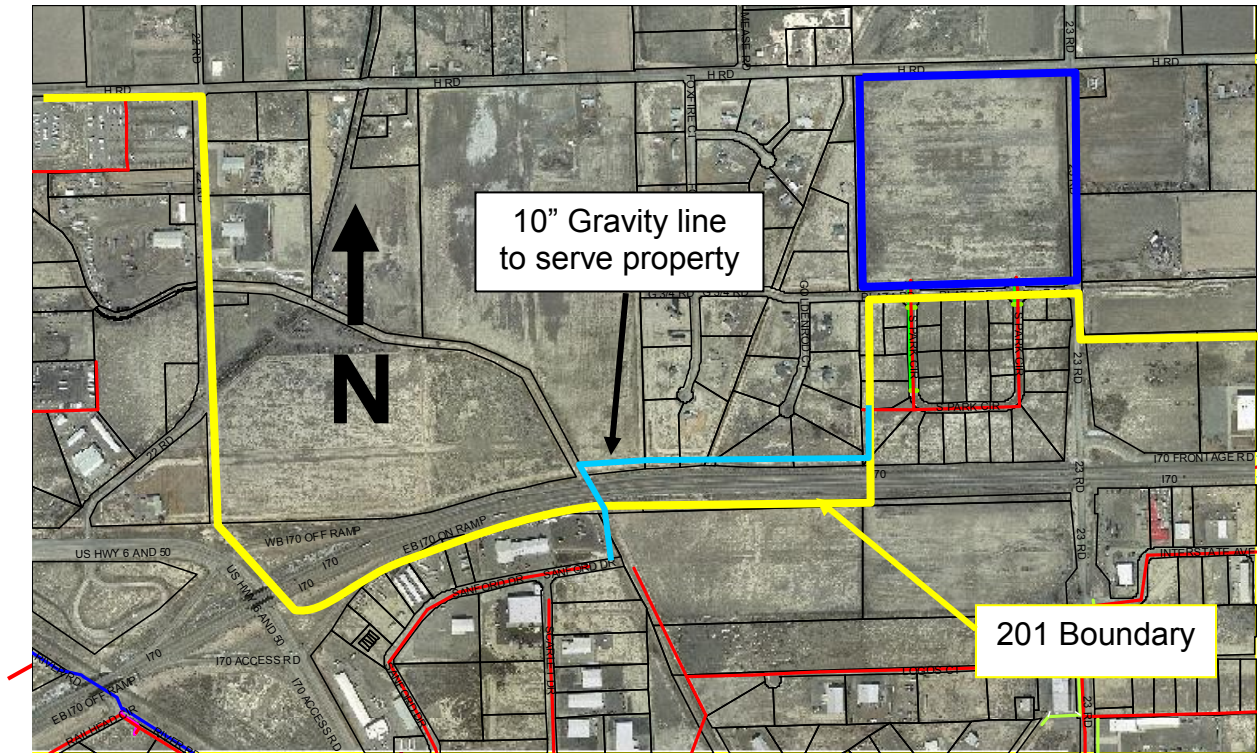
## Mirror - Option #1



**Construction cost estimate to provide service to the property.**

Bore 6&50 (250 Lineal feet) =	\$125,000
10" Gravity outfall line (5,100 Lineal feet) =	\$204,000
<u>Engineering/Construction Contingency 20% =</u>	<u>\$65,800</u>
Total estimated cost. =	\$394,800

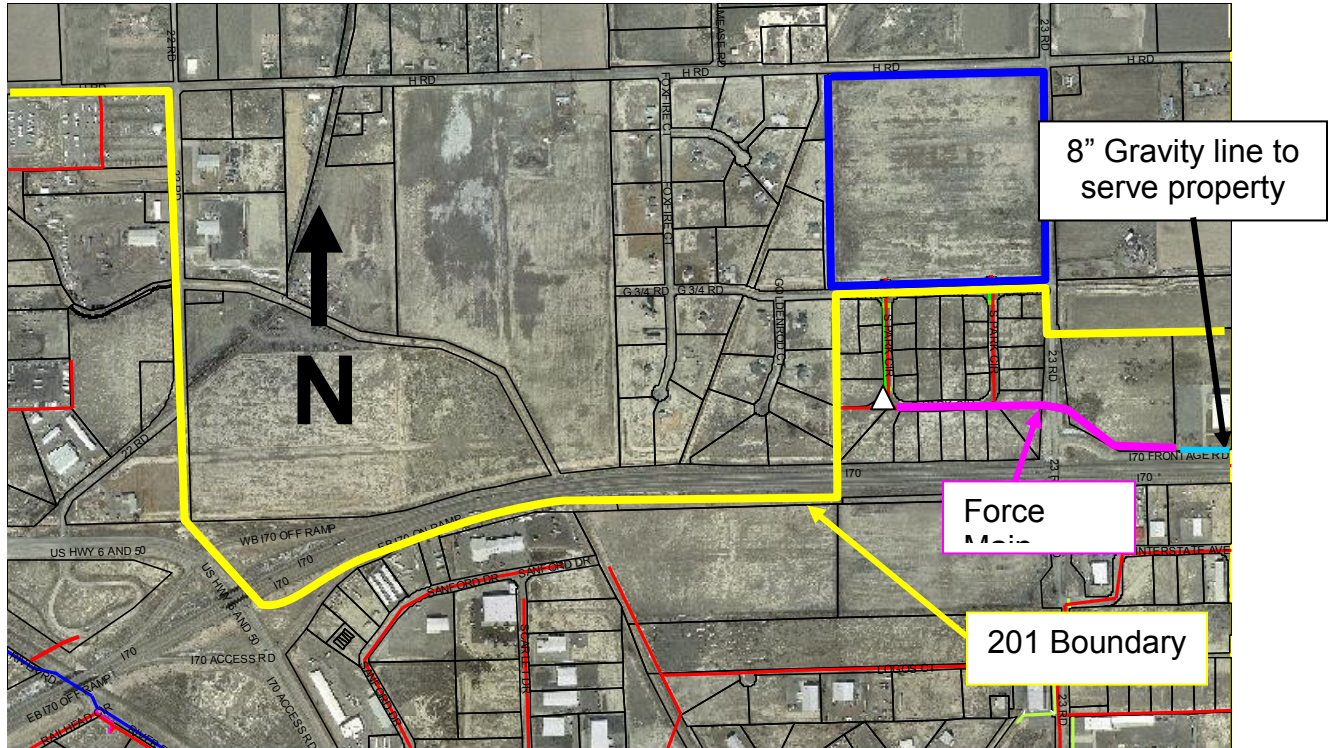
## Mirror - Option #2



### Construction cost estimate to provide service to the property.

Bore I-70 (220 Lineal feet) =	\$110,000
10" Gravity outfall line (2,580 Lineal feet) =	\$103,200
<u>Engineering/Construction Contingency 20% =</u>	<u>\$42,640</u>
Total estimated cost. =	\$255,840

Mirror - Option #3



**Construction cost estimate to provide service to the property:**

Bore 23 Road (200 Lineal feet) =	\$40,000
8" Gravity outfall line (600 Lineal feet) =	\$24,000
4" Force Main (2,000 Lineal feet) =	\$50,000
Lift Station =	\$80,000
Engineering/Construction Contingency 20% =	\$38,800
<b>Total estimated cost. =</b>	<b>\$232,800</b>

**Sewer fees in addition to PIF:**

Developer TEF =	\$15,000
Lift Station Impact Fee =	\$248,400
<b>Total fees =</b>	<b>\$263,400</b>



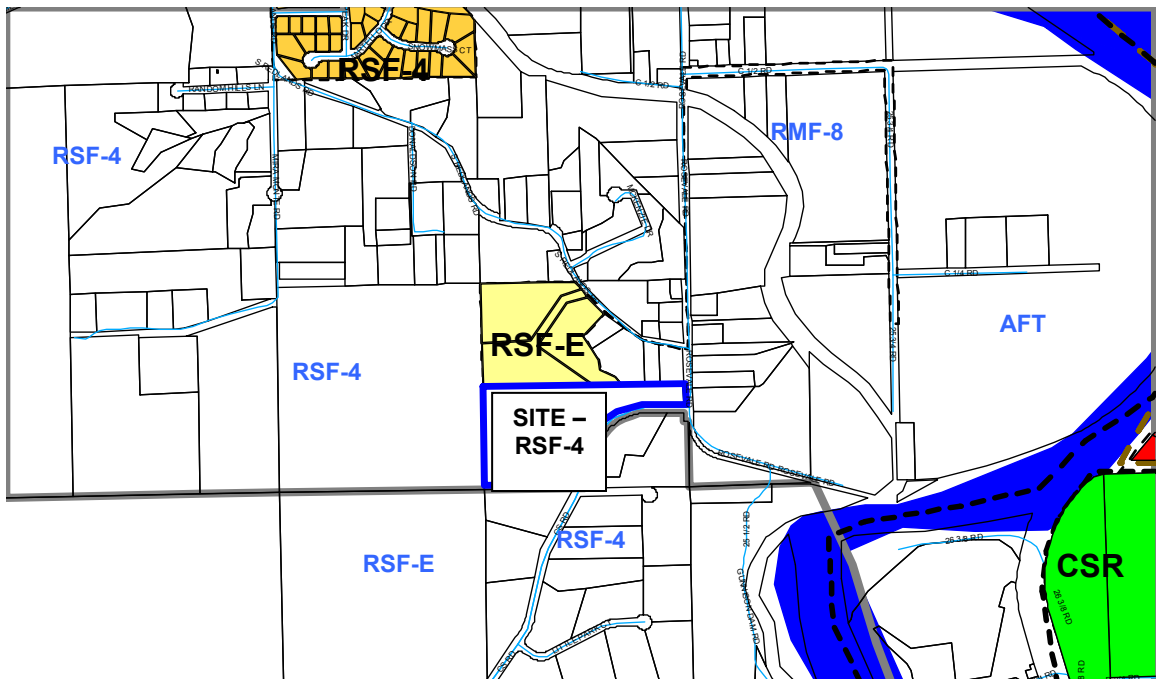
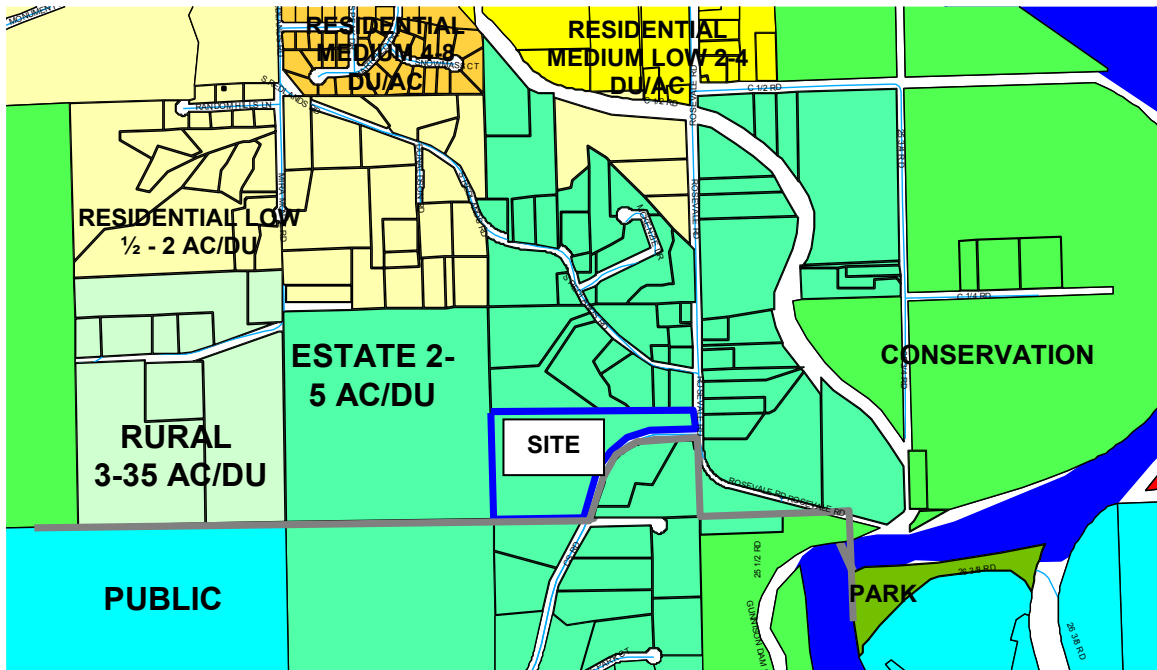
## **Recommendation**

As with the previous requests, recognizing the North Central Valley Plan and the assumptions regarding sewer, staff does not support this amendment considering it premature. However, a more detailed analysis of the area west of the 201 boundary east of 23 Road and the entire area south of H Road should be conducted. Bookcliff Ranches, the RSF-E zoned residential subdivision west of this request has demonstrated numerous problems including failing septic systems, foundation damage, and poor drainage. An older industrial subdivision is located in this area south of H Road and adjacent to 22 Road. This item should be continued for public input on a more comprehensive amendment to the 201 boundary.

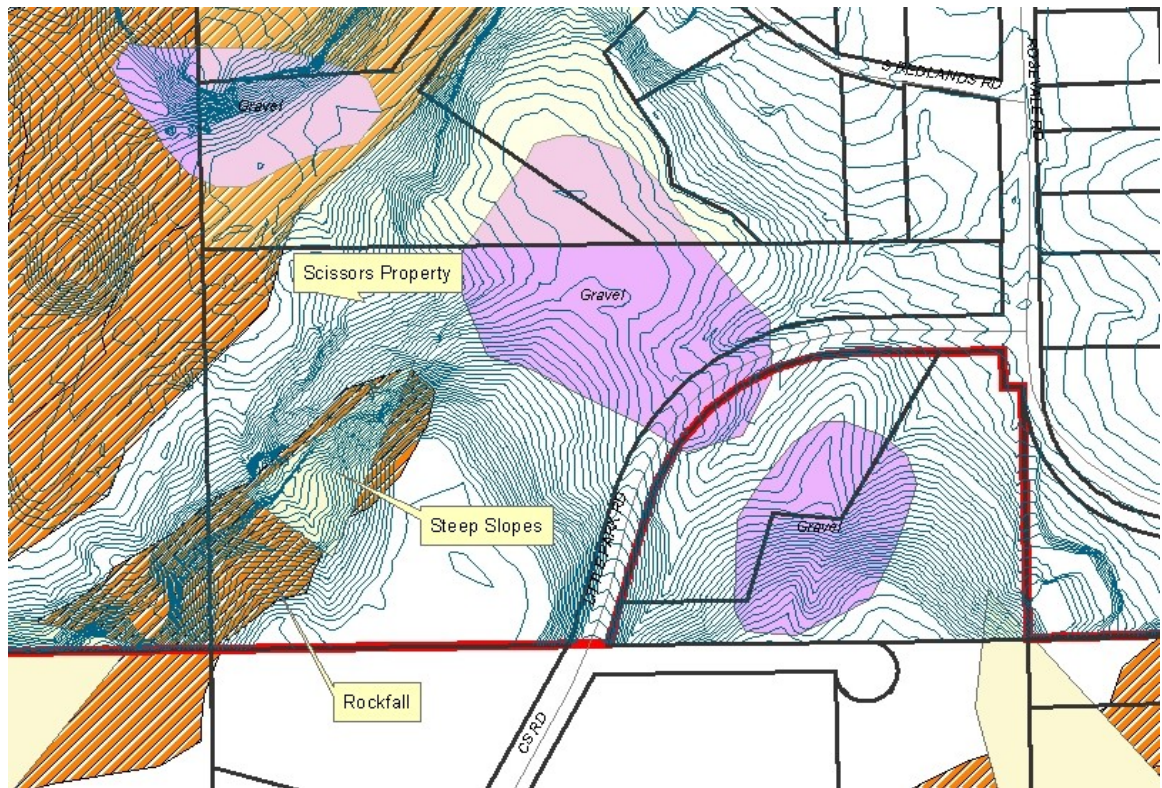
Ken Scissors Amendment Request  
Parcel #2945-223-00-227

**Land Use Analysis**

This property is located west of Rosevale Road and northwest of Little Park Road and is designated Estate on the City's Growth Plan and County's Land Use Plan. This designation establishes a residential density of two to five acres per dwelling unit. County zoning is RSF-4, Single Family Residential, 4 units per acre.



The site has a number of constraints as shown on the map below that will limit the development of the site to the required RSF-4 minimum density.



### **Sewer Service to Property**

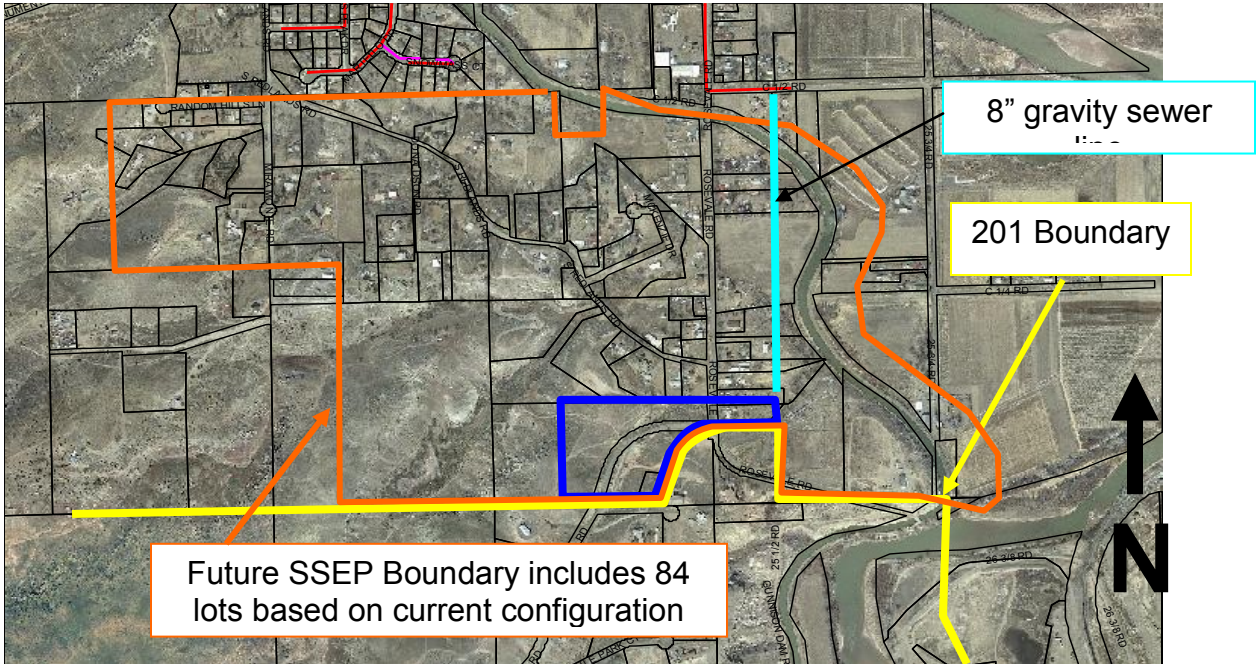
1. Gravity outfall to existing sewer stubbed to north side of the Redlands Water & Power canal.

### **Future Service Area**

1. This parcel is located in a future Septic System Elimination Program (SSEP) area R30. Area R30 is currently in the SSEP schedule for 2010/2011. This schedule can be changed if there is interest in the neighborhood prior to 2010. The proposed improvement district includes 84 lots based on current configuration. It should be noted that the Heather Ridge lift station would be eliminated as part of the SSEP project.

Cost per lot should an improvement district form under SSEP ranges from \$4,700 low to \$7,800 high. This is estimated in 2005 dollars. Trunk extension fees would be applicable to this area.

- The petitioner could install an 8" gravity line prior to formation of an improvement district that would serve this parcel. A reimbursement agreement could be initiated that would include approximately 21 lots (not including the petitioners lot). Estimated cost of reimbursement per lot based on 22 lots is \$6,225 per lot.



**Construction cost estimate to provide service to the property:**

8" Gravity outfall line (2,075 Lineal feet) =	\$114,125
Engineering/Construction Contingency 20% =	\$22,285
<b>Total estimated cost. =</b>	<b>\$136,950</b>

**Sewer fees in addition to PIF:**

Trunk extension fees (per lot) =	\$1,500
(based on lots size greater that 1/3 acre < 1 acre)	

**Recommendation**

There are no issues regarding the deletion of this property from the 201 area. However, given the physical constraints of the site, any development should be limited to the density allowed by the City's Growth Plan and County's Land Use Plan which is two to five acres per dwelling unit.

**Attach 3  
Operations Staff Report  
2005 ANNUAL PERSIGO MEETING  
OPERATIONS STAFF REPORT**

**WASTEWATER TREATMENT PLANT CAPITAL IMPROVEMENT PROJECTS (CIP) -  
2005**

**Grease Receiving Station**

The new grease disposal station is scheduled to be operational by late July or early August, 2005. The purpose of the new disposal facility is to increase Persigo's grease treatment capacity. Currently Persigo is limited to accepting 2000 gallons of grease per day; the new disposal station will increase the current capacity by over 100%. Total cost of the site will be approximately \$50,000.

**Supervisory Control and Data Acquisition System (SCADA)**

A 2003 Plant Evaluation Study completed by the Sear-Brown Engineering Firm recommended the installation of a SCADA system at the Persigo facility.

The study recommended many treatment unit processes should utilize SCADA. As a result of the Combined Sewer Elimination project, which was completed during 2004, many of the 2003 study recommendations relating to stormwater flows are no longer valid.

Two of the study recommendations that will be implemented include automation of air feed to the Aeration Basins and Aerobic Digester. Installation of the SCADA system on these processes will improve treatment performance by supplying the proper amount of air for changing conditions, while only running the blower hard enough to supply the required air. It is also anticipated that this modification will result in electrical energy savings.

**Biosolids/Composting**

Prior to March 07, 2005, all biosolids generated at the Persigo facility were disposed of at the Mesa County Landfill. On March 7, Mesa County started diverting the biosolids from the Landfill to their composting operation where they are mixed with mortalities and green waste compost to achieve a beneficial reuse product. As of June 30, 2003 the City has delivered 2,640 cubic yard to this location.

The purpose of the County pilot study is to evaluate the feasibility of the biosolids composting operation as well as identifying operational cost.

## **WWTF CAPITAL IMPROVEMENT PROJECTS (CIP) – 2006 PROPOSED**

### **Pump Replacement**

The Persigo Treatment Facility was originally equipped with 10 Moyno progressive cavity sludge transfer pumps. Over the years these pumps have become very expensive to maintain. Repair bills during 2002, 2003, and 2004 totaled \$59,212.

In an attempt to identify an alternative pump, two of the original ten Moyno pumps have been replaced with SEEPEX pumps. The two replacement SEEPEX pumps have proven to be reliable and require much less maintenance than the Moyno pumps. SEEPEX pumps cost \$7,000 each. Total cost to replace the remaining eight Moyno pumps is \$56,000.

### **Electrical Generation**

During 2005, Trident Energy Services performed a preliminary energy audit of the Persigo Wastewater Facility. The purpose of the audit was to identify opportunities to conserve energy. The Audit was performed through a program called “Rebuild Colorado” and was paid for through the Governor’s Office of Energy Management.

As a result of the preliminary study, a significant savings opportunity was identified as utilizing waste methane gas produced from the anaerobic digestion process to operate an electrical generator. The study shows the current quantity of 24,000,000 cubic feet of gas generated per year (currently burned off through the waste gas burner) is sufficient to operate a 200 Kilowatt generator which would result in an estimated \$70,000 dollar per year electrical cost savings.

### **SEPTIC SYSTEM ELIMINATION PROGRAM**

The septic system elimination program is continuing to grow in popularity. The Mesa Grande/Sayre Drive district is under construction, anticipated to be complete in September (64 lots – Construction cost \$473k); We have complete design of the Reed Mesa district, received bids in early June, formal petition is now circulating (147 lots – construction cost \$1.3 million); initial meetings were held in May for two districts, Galley Lane (28 lots – construction cost estimated at \$257k), and F½ & 26 Road (11 lots – construction cost estimated at \$102k). We have received favorable initial petitions for the Galley Lane and F½ & 26 Road districts and have started design. We have two more districts, Red Mesa Heights / Canary Lane (68 lots) and Palace Verdes (26 lots – construction cost estimated at \$192,000) that will have an initial meetings held late August / early September.

To date we have completed 15 of 18 districts requesting initial meetings. Completion of the 15 districts included; service to 844 properties, installation of 88,589 lineal feet of sewer main line, at a total cost of \$6.69 million.

Three proposed districts voted to delay installation of sewer infrastructure; Meander Drive was voted down at the initial petition stage; Hodesha Way, and 23 Road S/O Broadway were voted down after bids were received.

## **DUCK POND PARK LIFT STATION ELIMINATION**

The Duck Pond Lift station is the largest lift station within the Persigo service area. Persigo maintenance staff is currently spending one day each week maintaining the existing lift station. The existing four plex pump station is at design capacity. Average day flow to the lift station requires that two pumps run almost continuously through out the day. In July of 2004 the station pumped 24.7 million gallons and in August 2004 the station pumped 38.8 million gallons of sewage from the Orchard Mesa basin. This equates to an average for August of 1.25 MGD. During peak day flows three pumps and at times four pumps are needed to keep up with the incoming flows.

The lift station serves the Orchard Mesa area that at build-out is projected to generate 5.69 MGD.

We are installing a gravity alternative that will eliminate the lift station entirely. This requires installation of a new 24" diameter interceptor installed from the existing lift station to the existing siphon located just east of the railroad bridge on the south side of the Colorado River. The line will be 30 feet deep in order to attain gravity flow. The 24" line has capacity available to serve the Orchard Mesa basin as defined by the current 201 boundary at build out. Cost of the project is estimated at \$1.78 million. The project is scheduled to be completed in October of this year.

## **2005 INTERCEPTOR SEWER REPLACEMENTS**

There is \$92,000 budgeted in 2005 for replacement/rehabilitation of the River Trunk interceptor that will be impacted by construction activities associated with the Riverside Parkway project. We will also start evaluating the current condition of the River Road Interceptor to determine if replacement or rehabilitation measures are warranted.

## **OTHER ISSUES**

### **Mixing Zone Study**

A "mixing zone" is an area in the Colorado River where the wastewater treatment plant effluent is not fully mixed with the stream flows and the effluent quality does not meet surface water quality standards. A mixing zone study will determine the physical attributes of the mixing zone and determine the degree of dilution needed (or additional treatment needed) to establish discharge limits. The mixing zone study budgeted amount is \$80,000 due to the large physical size of the Colorado River and complex Endangered Species Act issues that are still under consideration with the State.

## **Persigo Wash Temporary Modification Work Studies**

In 2000 the Colorado Water Quality Control Division proposed setting stringent water quality stream standards on Persigo Wash to protect aquatic species. Grand Junction objected to this proposal as there was no evidence that the wastewater treatment plant discharge was affecting aquatic life in Persigo Wash, which serves to drain groundwater from surrounding agricultural irrigated fields and is highly contaminated with selenium. The Colorado Water Quality Control Commission granted a temporary modification of stream standards on Persigo Wash in July, 2001 at a Rulemaking Hearing on the Lower Colorado River Basin due to Grand Junction's objections.

The purpose of the temporary modification is to allow time for the City and others to perform studies on Persigo Wash and the Colorado River. The outcome of the studies will determine the final discharge limits placed on the treatment facility. The temporary modification of stream standards expires in February 2009. At that time a new discharge permit will be issued, taking into consideration the final results of the temporary modification studies.

Ongoing studies to support the workplan effort include two years of water quality analyses, toxicity, biological testing (invertebrates and fish) and habitat characterization on Persigo Wash in 2003 and 2004. These analyses provide a basic characterization of Persigo Wash and determine if the aquatic life use in Persigo Wash is met with current water quality conditions in the Wash and from the wastewater treatment plant. Future study elements are dependent upon the State completing an MOA with USEPA and USFWS regarding new mixing zone criteria and the State completing engineering design criteria for diffusers in ESA-listed critical habitat.

## **Fruitvale Cleaning Agreement**

The Persigo system is cleaning of the Fruitvale Sanitation District sewage collection system. The Persigo system is being paid by the District for this cleaning in anticipation of the District's dissolution in 2008. The objective is to clean and inspect the Fruitvale system prior to the dissolution and determine the extent, if any, of future capital improvements within the District.

## **Septic System Elimination Program (SSEP): Easement Acquisitions**

The Public Works departments of both the City and Mesa County are reviewing ways to streamline the acquisition of easements and rights of way for the very successful septic system elimination program Local Improvement Districts (LIDs).



