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

WEDNESDAY, NOVEMBER 16, 2005, 7:00 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation – Rob Storey, River of Life Alliance Church

PRESENTATION OF CERTIFICATES OF APPOINTMENT

TO THE HOUSING AUTHORITY

APPOINTMENTS

TO THE COMMISSION ON ARTS AND CULTURE

PROCLAMATIONS / RECOGNITIONS

PROCLAIMING NOVEMBER 19, 2005 THROUGH DECEMBER 24, 2005 AS
“SALVATION ARMY MIRACLE SEASON” IN THE CITY OF GRAND JUNCTION

CITIZEN COMMENTS

*** JOE STEVENS TO INTRODUCE NEW TWO RIVERS/AVALON THEATRE MANAGER
TO CITY COUNCIL

***** CONSENT CALENDAR ***[®]**

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

*Action: Approve the Minutes of the November 2, 2005 Special Session and the
November 2, 2005 Regular Meeting*

2. **Annual Hazardous Materials Agreement with Mesa County** [Attach 2](#)

*** Indicates New Item

[®] Requires Roll Call Vote

The Fire Department is requesting renewal of the City of Grand Junction/Mesa County Inter-governmental agreement for the Grand Junction Fire Department to provide Superfund Amendment Reauthorization Act (SARA) and Designated Emergency Response Authority (DERA) services to Mesa County outside the City of Grand Junction. The DERA services are for response to accidents involving the release of hazardous materials. The SARA program involves collection of information regarding storage, handling, and manufacturing of hazardous materials.

Action: Authorize the Mayor to Sign the Annual SARA/DERA Agreement with Mesa County

Staff presentation: Jim Bright, Operations Officer

3. **Setting a Hearing on the Second Supplemental Appropriation Ordinance for 2005** [Attach 3](#)

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

Proposed Ordinance Making Supplemental Appropriations to the 2005 Budget of the City of Grand Junction

Action: Introduction of Proposed Ordinance and Set a Hearing for December 7, 2005

Staff presentation: Ron Lappi, Administrative Services and Finance Director

4. **Setting a Hearing on the Assessments for the Grand Junction Downtown Business Improvement District** [Attach 4](#)

The recent Special Election authorized the Downtown Grand Junction Business Improvement District Special Assessment. Pursuant to 31-25-1219 C.R.S., the governing body must schedule a public hearing on the question of the imposition of the assessments. Immediately following that hearing, the Special Assessments will be certified to the County Treasurer for collection in 2006.

The resolution schedules the public hearing for the December 7, 2005 City Council meeting.

Resolution No. 170-05 – A Resolution Declaring the Intention of the City Council of the City of Grand Junction, Colorado, as the Board of Directors for the Downtown

Grand Junction Business Improvement District to Impose Special Assessments Upon Real Property Located Within Said District and Setting a Hearing on Said Assessments

A public hearing is scheduled for the December 7, 2005 City Council meeting.

®Action: *Adopt Resolution No. 170-05*

Presentation: Harold Stalf, DDA Executive Director

5. **Woodridge Subdivision Preliminary Development Plan Extension** [File # PP-2003-042] [Attach 5](#)

The Woodridge Subdivision is a 29-lot proposal for both attached and detached single family housing on the remaining parcels of land (total 7.8 acres) that were originally part of the Wilson Ranch Planned Development. A Planned Development (PD) zoning ordinance and Preliminary Development Plan were approved by City Council on October 20, 2004. Per the Zoning and Development Code, a Preliminary Plan is valid for one year from the date of approval, during which the time the Final Plat shall be approved. The developer is requesting an extension to this performance period. The Code states that the decision-making body may grant such a request, in this case City Council.

Action: *Approval of an Extension for a Previously-Approved Planned Development Preliminary Development Plan*

Staff presentation: Kristen Ashbeck, Senior Planner

6. **Walnut Water Works Revocable Permit at 300 Cedar Court** [File # RVP-2004-077] [Attach 6](#)

Petitioner is requesting a revocable permit to allow existing irrigation facilities to remain within the Walnut Avenue right-of-way.

Resolution No. 171-05 – A Resolution Concerning the Issuance of a Revocable Permit to Walnut Water Works, Inc.

®Action: *Adopt Resolution No. 171-05*

Staff presentation: Senta L. Costello, Associate Planner

7. **Setting a Hearing on Vacating a Portion of the Elvira Drive Right-of-Way, Located North of G Road and West of 26 Road** [File # PFP-2004-163] [Attach 7](#)

Introduction of a proposed vacation ordinance to vacate a portion of the Elvira Drive right-of-way, located north of G Road and west of 26 Road.
Proposed Ordinance Vacating a Portion of the Elvira Drive Right-of-Way Located North of G Road and West of 26 Road

Action: Introduction of Proposed Ordinance and Set a Hearing for December 7, 2005

Staff presentation: Lisa E. Cox, Senior Planner

8. **Setting a Hearing for the Hoffman Annexation Located at 3041 D Road** [File # ANX-2005-239] [Attach 8](#)

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 9.55 acre Hoffman Annexation consists of 1 parcel.

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

Resolution No. 172-05 – 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, Hoffman Annexation, Located at 3041 D Road

®Action: Adopt Resolution No. 172-05

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Hoffman Annexation, Approximately 9.55 Acres, Located at 3041 D Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for December 21, 2005

Staff presentation: Senta L. Costello, Associate Planner

9. **Setting a Hearing on Zoning the Prairie View South Annexation, Located at 3028 and 3032 D ½ Road** [File # ANX-2005-233] [Attach 9](#)

Introduction of a proposed zoning ordinance to zone the Prairie View South Annexation RMF-5, located at 3028 and 3032 D ½ Road.

Proposed Ordinance Zoning the Prairie View South Annexation to RMF-5, Located at 3028 and 3032 D ½ Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for December 7, 2005

Staff presentation: Senta L. Costello, Associate Planner

10. **Setting a Hearing to Create Alley Improvement District 2006** [Attach 10](#)

Successful petitions have been submitted requesting a Local Improvement District be created to reconstruct the following seven alleys:

- East/West Alley from 5th to 6th, between Teller Avenue and Belford Avenue
- East/West Alley from 10th to 11th, between Main Street and Rood Avenue
- East/West Alley from 11th to 12th, between Main Street and Rood Avenue
- North/South Alley from 23rd to 24th, between Grand Avenue and Ouray Avenue
- East/West Alley from 17th to 18th, between Hall Avenue and Orchard Avenue
- North/South Alley from 22nd to Linda Lane, between Orchard Avenue and Walnut Avenue
- North/South Alley from 21st to 22nd, between Walnut Avenue and Bookcliff Avenue

A public hearing is scheduled for the January 4, 2006 City Council meeting.

Resolution No. 173-05 – A Resolution Declaring the Intention of the City Council of the City of Grand Junction, Colorado, to Create Within Said City Alley Improvement District No. ST-06 and Authorizing the City Engineer to Prepare Details and Specifications for the Same

®Action: Adopt Resolution No. 173-05

Staff presentation: Mark Relph, Public Works and Utilities Director

11. **2005 Sewer Line Replacements at Sherwood Park** [Attach 11](#)

This project is a residential sewer line replacement project for the area north and east of Sherwood Park.

Action: Authorize the City Manager to Sign a Construction Contract for the 2005 Sherwood Park Sewer Line Replacements with Berry Brothers General Contractors in the Amount of \$561,230.50

Staff presentation: Mark Relph, Public Works and Utilities Director

12. **Change Order to the Construction Contract for the 2005 Waterline Replacements** [Attach 12](#)

This section of water line was not included in the original contract because it required a permit from the Union Pacific Railroad. The permit has come through so the work can proceed. This work includes a 215 LF bore under the Union Pacific Railroad tracks along 4th Avenue.

Action: Authorize the City Manager to Sign a Contract Change Order for the 2005 Waterline Replacements to M.A. Concrete Construction, Inc. in the Amount of \$84,638.00

Staff presentation: Mark Relph, Public Works and Utilities Director

13. **Acceptance of Grant Award from DOLA for a Mobile Communications Center** [Attach 13](#)

This is a request that the City Council accept a grant award for \$200,000 from the DOLA Energy and Mineral Impact Assistance Grant for the purchase and equipping of a mobile communications vehicle for the Grand Junction Police Department. It will serve nineteen (19) emergency service and law enforcement agencies in Mesa County and serve as the command vehicle for major incidents.

Action: Authorize the Mayor to Sign the Grant Contract for a Mobile Communications Center

Staff presentation: Sheryl Trent, Assistant to the City Manager

14. **Acceptance of Grant Award from DOLA for the El Poso Curb, Gutter, and Sidewalk Construction Project** [Attach 14](#)

This is a request that the City Council accept a grant award for \$500,000 from the DOLA Energy and Mineral Impact Assistance Grant for construction of curb, gutter and sidewalk in the El Poso neighborhood. This grant award is contingent upon the successful passage of a Special Improvement District (SID) by the affected property owners.

Action: Authorize the Mayor to Sign the Grant Contract for a Construction of Curb, Gutter, and Sidewalk in the El Poso Neighborhood

Staff presentation: Sheryl Trent, Assistant to the City Manager

15. **Acceptance of Grant Award from DOLA for the Construction of a Pedestrian Bridge for the Riverside Parkway** [Attach 15](#)

This is a request that the City Council accept a grant award for \$500,000 from the DOLA Energy and Mineral Impact Assistance Grant for the construction of a 525 foot pedestrian bridge crossing seven railroad tracks and the Riverside Parkway in the City of Grand Junction. The bridge will have a terminus in the Riverside neighborhood as well as the downtown area. This new bridge will replace a 50 year old pedestrian tunnel.

Action: Authorize the Mayor to Sign the Grant Contract for the Construction of a 525 Foot Pedestrian Bridge

Staff presentation: Sheryl Trent, Assistant to the City Manager

16. **Holiday Parking Request for the Downtown** [Attach 16](#)

The Downtown Partnership has requested that parking downtown be free again this year to best position downtown for the holiday shopping season. Although some would prefer to enforce the free, signed spaces along Main St. due to limited cooperation in keeping these spaces open for visitors, the simple policy of "Free Parking" downtown that was implemented last year remains the easiest and simplest to enforce while limiting confusion on the part of the public. City Staff recommends Free Holiday Parking in all of downtown with the exception of government offices, illegal parking areas, and shared-revenue lots.

Action: Authorize Vacation of Parking Enforcement at all Designated Downtown Metered Spaces and Signed Parking from Thanksgiving to New Year's Day, except Loading, No Parking, Handicapped, and Unbagged Meter Spaces Surrounding Government Offices

Staff presentation: Harold Stalf, DDA Executive Director

David Varley, Assistant City Manager

*** END OF CONSENT CALENDAR ***

*** ITEMS NEEDING INDIVIDUAL CONSIDERATION ***

17. **Public Hearing – Ruckman Annexation and Zoning, Located at 2903 and 2909 B ½ Road** [File #ANX-2005-210] [Attach 17](#)

Acceptance of a petition to annex and consider the annexation and zoning for the Ruckman Annexation. The Ruckman Annexation is located at 2903 and 2909 B ½ Road and consists of 2 parcels on 3.47 acres. The zoning being requested is RSF-4.

a. Accepting Petition

Resolution No. 174-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Ruckman Annexation, Located at 2903 and 2909 B ½ Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3842 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ruckman Annexation, Approximately 3.47 Acres, Located at 2903 and 2909 B ½ Road

c. Zoning Ordinance

Ordinance No. 3843 – An Ordinance Zoning the Ruckman Annexation to RSF-4, Located at 2903 and 2909 B ½ Road

®Action: Adopt Resolution No. 174-05 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3842 and Ordinance No. 3843

Staff presentation: Senta L. Costello, Associate Planner

18. **Infill/Redevelopment Incentive Request – 2048 N. 12th Street** [Attach 18](#)

This is a request for infill/redevelopment incentives for a multifamily project located at 2048 North 12th Street, the northeast corner of 12th Street and Walnut.

Requested incentives include deferral of fees, deferral of guarantees for project landscaping and off-site City improvements (i.e. undergrounding of utility lines).

Action: Decision on Incentive Requests

Staff presentation: Bob Blanchard, Community Development Director
Sheryl Trent, Assistant to the City Manager

19. **Approval of DOLA Grant Application for Railroad Crossing Improvements** [Attach 19](#)

This is a request that the City Council authorize the application of a grant for \$358,000 from the DOLA Energy and Mineral Impact Assistance Grant for the installation of railroad crossing safety equipment at a crossing on River Road between Sandhill Lane and 24 ³/₄ Road. This crossing is currently unmarked and the growth in the oil and gas industry has caused a significant increase in rail, automobile, and truck traffic at this location, placing the public at risk both in terms of a significant accident and a hazardous materials spill.

Action: Authorize the Mayor to Sign the Grant Application for Railroad Crossing Improvements

Staff presentation: Sheryl Trent, Assistant to the City Manager

20. **Approval of DOLA Grant Application for Air Tech Park Infrastructure** [Attach 20](#)

This is a request that the City Council authorize the application of a grant for \$297,000 from the DOLA Energy and Mineral Impact Assistance Grant for the installation of infrastructure into five (5) lots located on approximately ten (10) acres of industrial land at 825 Landing View Lane in Grand Junction, Colorado. This land will then be used as much needed industrial locations, either on the retail market or as incentives for economic development organizations during recruitment of new businesses. The requested funding will allow the project to be completed in one phase within 2006.

Action: Authorize the Mayor to Sign the Grant Application for Air Tech Park Infrastructure

Staff presentation: Sheryl Trent, Assistant to the City Manager

*** 21. **Purchase of Property at 902 -1030 S. 5th Street for the Riverside Parkway Project** [Attach 21](#)

The City has entered a contract to purchase right-of-way at 902-1030 S. 5th Street from Dean H. VanGundy. Mr. VanGundy owns an 80% interest in the majority of the property and a 100% interest in one lot. The City's obligation to purchase this right-of-way is contingent upon Council's ratification of the purchase contract.

Resolution No. 175-05 – A Resolution Authorizing the Purchase of Right-of-Way at 1018 S. 5th Street from Dean H. Vangundy

®Action: *Adopt Resolution No. 175-05*

Staff presentation: Jim Shanks, Riverside Parkway Program Manager

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

23. **OTHER BUSINESS**

24. **ADJOURNMENT**

Attach 1
Minutes from Previous Meetings
GRAND JUNCTION CITY COUNCIL
SPECIAL SESSION MINUTES
NOVEMBER 2, 2005

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, November 2, 2005 at 5:30 p.m. in the Administration Conference Room, 2nd Floor of City Hall. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Jim Doody, Doug Thomason and President of the Council Bruce Hill. Council President Pro Tem Gregg Palmer and Councilmember Jim Spehar were not present when the meeting convened. However, Council President Pro Tem Palmer arrived at 5:33 p.m. and Councilmember Spehar arrived at 6:00 p.m.

Council President Hill called the meeting to order.

Councilmember Coons moved to go into executive session for the purpose of discussing personnel matters under Section 402 (4) (f)(I) of the Open Meetings Law relative to City Council employees and Council will not be returning to open session. Councilmember Thomason seconded the motion. The motion carried.

The City Council convened into executive session at 5:32 p.m.

Stephanie Tuin, MMC
City Clerk

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

November 2, 2005

The City Council of the City of Grand Junction convened into regular session on the 2nd day of November 2005, at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Jim Doody, Gregg Palmer, Jim Spehar, Doug Thomason 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 Spehar led in the pledge of allegiance. The audience remained standing for the invocation by Miriam Greenwald, Congregation Ohr Shalom.

PROCLAMATIONS / RECOGNITIONS

PROCLAIMING NOVEMBER, 2005 AS MARCH OF DIMES "PREMATURITY AWARENESS MONTH" IN THE CITY OF GRAND JUNCTION

PROCLAIMING NOVEMBER 11, 2005 AS "A SALUTE TO ALL VETERANS 2005" IN THE CITY OF GRAND JUNCTION

APPOINTMENTS

TO THE HOUSING AUTHORITY

Councilmember Beckstein moved to reappoint Steve Heinemann and Erin Ginter to the Housing Authority for a five year term expiring October 2010. Councilmember Coons seconded the motion. Motion carried.

ELECTION RESULTS

THE CITY CLERK WILL PRESENT THE CERTIFICATE OF ELECTION SO THAT THE COUNCIL CAN REVIEW AND CANVASS THE ELECTION RETURNS FOR BALLOT ISSUE 5B

City Clerk Stephanie Tuin presented the results of the November 1, 2005 Special Election and asked for Council to review the results. If the results appear to be in order, she asked the City Council to approve the returns by way of a motion followed by the signing of the Certificate of Election.

Council President Pro Tem Palmer advised that he was a voter in this election as a business lessee. Council President Hill acknowledged the same. The rest of Council had no problem with their participation in the canvass.

Councilmember Coons moved to accept the results of the election for Ballot Issue 5B. Councilmember Spehar seconded. Motion carried.

The City Council executed the Certificate of Election (see attached).

Council President Hill thanked City Clerk Tuin for her and her staff's work on the election.

CITIZEN COMMENTS

There were none.

CONSENT CALENDAR

It was moved by Councilmember Spehar, seconded by Council President Pro Tem Palmer and carried by roll call vote to approve Consent Calendar Items #1 through #3.

1. **Minutes of Previous Meetings**

Action: Approve the Minutes of the August 10, 2005 Annual Joint Persigo Board Meeting, the Summary of the October 17, 2005 Workshop, and the October 19, 2005 Regular Meeting

2. **Setting a Hearing on Zoning the Ruckman Annexation, Located at 2903 and 2909 B ½ Road** [File # ANX-2005-210]

Introduction of a proposed zoning ordinance to zone the Ruckman Annexation RSF-4, located at 2903 and 2909 B ½ Road.

Proposed Ordinance Zoning the Ruckman Annexation to RSF-4, Located at 2903 and 2909 B ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for November 16, 2005

3. **Setting a Hearing for the Prairie View South Annexation Located at 3028 and 3032 D ½ Road** [File #ANX-2005-233]

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 7.68 acre Prairie View South Annexation consists of 2 parcels.

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

Resolution No. 166-05 – 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, Prairie View South Annexation, Located at 3028 and 3032 D ½ Road

Action: Adopt Resolution No. 166-05

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Prairie View South Annexation, Approximately 7.68 Acres, Located at 3028 and 3032 D ½ Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for December 7, 2005

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Contract for Banking Services with Alpine Bank

Based on the request for proposals for City banking services, which are solicited for every four years, staff recommends the selection of Alpine Bank for a four-year banking services contract as being in the City's best interest.

Ron Lappi, Administrative Services and Finance Director, reviewed this item. He advised that he received six proposals and several were very competitive. There was one other bid that was so close to Alpine Bank there was virtually no difference. However, there was no real incentive to change and go to the expense since the bids were so close. American National Bank was that bidder and they were explained the reasons for staff not recommending the change.

Council President Pro Tem Palmer inquired if there is a termination clause in the contract in case there are any problems in the future. Mr. Lappi said there is.

Resolution No. 167-05 - A Resolution Designating a Depository and Approving an Agreement for Banking Services Between the City of Grand Junction, Colorado, and Alpine Bank, Grand Junction

Council President Pro Tem Palmer moved to adopt Resolution No. 167-05. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

Public Hearing – Amendments to the Municipal Code Regarding Unclaimed and Contraband Property

Chapter 20, Section 29 of the Grand Junction Code of Ordinances governs whether and how the police department may retain, hold or dispose of objects and articles of property that come into its custody. Subsection (3) deals with potentially harmful or contraband items. This provision is outdated, referring to items which are no longer considered contraband, dangerous or illegal, and failing to make reference to more modern contraband. The proposed amendment updates the Code.

The public hearing was opened at 7:25 p.m.

John Shaver, City Attorney, reviewed this item. He explained that the purpose of the ordinance is basically housekeeping. The matter came to their attention when the Police Department recovered counterfeit money and wanted to use it for training purposes but the City's Code did not allow for that. Mr. Shaver said that in reviewing the Code, there were other items that needed to be corrected.

Council President Pro Tem Palmer asked if the ordinance affects confiscated drugs. Mr. Shaver advised it does not affect confiscated drugs but they, along with paraphernalia, will be disposed of properly.

Councilmember Beckstein asked for confirmation that the counterfeit bills will be kept in police custody. Mr. Shaver said the bills will be wrapped in plastic and other safeguards will be in place to insure that it does.

There were no public comments.

The public hearing was closed at 7:28 p.m.

Ordinance No. 3837 – An Ordinance Amending Part of Chapter 20 of the City of Grand Junction Code of Ordinances Relating to Conversion and Disposal of Property by the Police Department

Councilmember Coons moved to adopt Ordinance No. 3837 on Second Reading and order it published. Councilmember Doody seconded the motion. Motion carried by roll call vote.

Public Hearing – Revising and Refining the Zoning and Development Code

The Zoning and Development Code ("Code") was updated in January 2002 and has been amended by various ordinances since that time. With the passing of each ordinance the Code was codified. It was determined that not all printings of the Code after codification were the same. Three (3) different versions of the Code were found to be printed and in circulation for use. Each purported to have the most recent updates. This ordinance is to revise the Code to conform to the ordinances that have passed since January 2002 with some changes for clarification.

The public hearing was opened at 7:29 p.m.

John Shaver, City Attorney, reviewed this item. He advised the ordinance reconciles the Zoning and Development Code since its adoption in 2000. Over the years, amendments made were not accurately and consistently incorporated. No new amendments to the Code are proposed; all ordinances being incorporated into the Code were previously considered and adopted by the City Council.

Council President Pro Tem Palmer asked in the future if this will have to be reviewed again. Mr. Shaver said that should not be the case; the City has hired a codification company to keep the Code up to date in the future and this ordinance will give them a clean baseline to start from.

City Manager Kelly Arnold added that incompatibility of software also played into the situation. This new process will allow for updates to be done to the Code on a more regular and current basis.

Council President Hill thanked Staff and expressed his appreciation of the process and the method of presenting it to Council.

The public hearing was closed at 7:35 p.m.

Ordinance No. 3838 – An Ordinance Revising the Zoning and Development Code for the City of Grand Junction to be Published in Pamphlet Form

Councilmember Thomason moved to adopt Ordinance No. 3838 on Second Reading and order it published. Council President Pro Tem Palmer seconded the motion. Motion carried by roll call vote.

Public Hearing – Ankarlo Annexation Located at 385 31 5/8 Road [File #ANX-2005-194]

Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Ankarlo Annexation, located at 385 31 5/8 Road. The 10.31 acre Ankarlo Annexation consists of 1 parcel.

The public hearing was opened at 7:36 p.m.

Senta L. Costello, Associate Planner, reviewed this item. She described the location, the site, the parcel size, and the current use of the property. The review tonight is only on the annexation; the zoning request will be presented at a later time.

There were no public comments.

The public hearing was closed at 7:38 p.m.

a. Accepting Petition

Resolution No. 168-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Ankarlo Annexation, Located at 385 31 5/8 Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3839 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ankarlo Annexation, Approximately 10.31 Acres, Located at 385 31 5/8 Road and a Portion of the 31 5/8 Road Right-of-Way

Council President Pro Tem Palmer moved to adopt Resolution No. 168-05 and Ordinance No. 3839 on Second Reading and ordered them published. Councilmember Spehar seconded the motion. Motion carried by roll call vote.

Public Hearing – Emmanuel Baptist Church Annexation and Zoning Located at 395 31 5/8 Road [File #ANX-2005-215]

Acceptance of a petition to annex and consider the annexation and zoning for the Emmanuel Baptist Church Annexation. The Emmanuel Baptist Church Annexation is

located at 395 31 5/8 Road and consists of 1 parcel on 4.36 acres. The zoning being requested is RSF-4.

The public hearing was opened at 7:39 p.m.

Senta L. Costello, Associate Planner, reviewed this item. She described the location, the parcel, and the current use of the parcel which is vacant. The Future Land Use designation is residential medium and the surrounding zoning and land use designations were described. The request is a zoning of RSF-4 which meets the criteria.

There were no public comments.

The public hearing was closed at 7:40 p.m.

The applicant was present but had nothing to add.

a. Accepting Petition

Resolution No. 169-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Emmanuel Baptist Church Annexation, Located at 395 31 5/8 Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3840 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Emmanuel Baptist Church Annexation, Approximately 4.36 Acres, Located at 395 31 5/8 Road

c. Zoning Ordinance

Ordinance No. 3841 – An Ordinance Zoning the Emmanuel Baptist Church Annexation to RSF-4, Located at 395 31 5/8 Road

Councilmember Doody moved to adopt Resolution No. 169-05 and Ordinances No. 3840 and No. 3841 on Second Reading and ordered them published. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

Infill/Redevelopment Incentive Request – 832 Rood Avenue

This is a request for infill/redevelopment incentives for a residential duplex to be built at 832 Rood Avenue. Requested incentives include deferral of the Transportation Capacity Fee (TCP), plant investment fees for sewer, school impact fee and the open space fee; financial assistance that would allow for architectural and site improvement upgrades; financial assistance for construction costs; and assistance finding a site to locate excavated dirt.

Bob Blanchard, Community Development Director, reviewed this item. This is the second incentive assistance request under this program. He located the site and described the requests for assistance for a total of \$36,000. The property is one lot which is zoned to

allow for multiple dwelling units (RO). Council President Hill asked if it is currently zoned RO. Mr. Blanchard said it is.

Mr. Blanchard showed a picture of the existing home and where the proposed duplex will be built. The application has received site plan approval and a Victorian style duplex is proposed. Mr. Blanchard said the first incentive request is for direct financial assistance; financial institutions are unwilling to provide adequate financing so the applicant is asking for \$25,000. He is asking for facade improvements for \$6,000 and upgrade the parking area to concrete for an amount of \$1,700. Additionally, the applicant is asking for assistance with the water service, including the tap. The utilities department has estimated the water meter installation to be \$2,000. Lastly, the applicant is looking for a location to place the extra dirt. The City has found a location to be available at Monument Road and Mariposa. Mr. Blanchard said the Infill/Redevelopment Review Committee reviewed the request and recommends that the assistance be for the infrastructure improvements up to \$3,000 for the water meter and to allow the dirt placement to be on City property. The other items are not recommended as the applicant will receive private benefit from the rental income.

City Manager Arnold asked if the applicant intends to use the property for low income housing. Mr. Blanchard said he does not; that would have added a density bonus.

Council President Hill asked about the City's share of the property tax. Administrative Services and Finance Director Ron Lappi said about 8% of the total property tax bill is City property tax.

Councilmember Coons asked about the financial participation request. Mr. Blanchard gave Council some examples of where that might be appropriate such as commercial or a larger multi-family or low income housing that meets City's goals. He said clearly, the City wants to encourage infill. Councilmember Coons asked if the reason is to stabilize and beautify that area. Mr. Blanchard said that and in addition to meeting the goal of encouraging development where services, infrastructure and facilities are available.

Council President Pro Tem Palmer added it is also to allow development at locations that might be difficult to develop.

Councilmember Coons disclosed that she lives in that neighborhood and asked for guidance on participating. City Attorney Shaver said there is no legal reason for her to be recused. Council had no problem with her participation.

Councilmember Spehar said some of the Code requirements may hinder development on smaller lots and in those cases assistance with the water meter and other infrastructure assistance is appropriate, but he is opposed to assistance for finishing, facade and other upgrades.

Councilmember Beckstein agreed.

Councilmember Doody asked if most of the parking areas in downtown are concrete. Councilmember Spehar said there are a number of concrete driveways but there is a mix of gravel and asphalt too.

Council President Hill said an example of where it would be appropriate to assist with parking upgrades is if the parking could be used by the public some of the time. Councilmember Spehar agreed that it is appropriate when it is a public use.

Councilmember Coons said it is desirable to develop and stabilize that area and it appears that other incentives are moot if there is not financial assistance. She supports the recommended requests.

Councilmember Thomason agreed saying it would be hard to support the incentives that do not provide public or City benefit.

Councilmember Doody supported the upgrade on the parking area too.

Council President Hill acknowledged the program being a work-in-progress and he appreciated the comments as well as Staff's recommendation and their rationale.

Councilmember Spehar moved to approve the infill/redevelopment incentive request as recommended in the staff report (water meter installation in an amount not to exceed \$3,000 and a dumpsite for the clean excavated material). Council President Pro Tem Palmer seconded the motion. Motion carried.

Councilmember Spehar said the Council may need to have a discussion on the financial incentives outlined in the program. Other members of Council agreed, as did the City Manager.

NON-SCHEDULED CITIZENS & VISITORS

There were none.

OTHER BUSINESS

There was none.

ADJOURNMENT

The meeting adjourned at 8:15 p.m.

Stephanie Tuin, MMC
City Clerk

CITY OF GRAND JUNCTION, COLORADO

CERTIFICATE OF ELECTION

NOVEMBER 1, 2005

I, Stephanie Tuin, City Clerk of the City of Grand Junction, Colorado, do hereby certify that the results of the Special Municipal Election held in the City on Tuesday, November 1, 2005, were as follows:

TOTAL BALLOTS CAST 187

BALLOT ISSUE 5B

SHALL DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT BE AUTHORIZED TO COLLECT, RETAIN AND EXPEND FOR PUBLIC PURPOSES THE FULL AMOUNT RECEIVED BY THE DISTRICT FROM SPECIAL ASSESSMENTS ON COMMERCIAL PROPERTY WITHIN THE DISTRICT; SUCH ASSESSMENTS TO BE COLLECTED AT RATES NOT TO EXCEED \$0.026 PER SQUARE FOOT OF LAND ON MAIN STREET, \$0.019 PER SQUARE FOOT OF LAND OFF MAIN STREET, \$0.076 PER SQUARE FOOT OF FIRST FLOOR OF BUILDINGS ON MAIN STREET, AND \$0.057 PER SQUARE FOOT OF FIRST FLOOR OF BUILDINGS OFF MAIN STREET; SUCH ASSESSMENT RATES TO INCREASE BY NOT MORE THAN FIVE PERCENT ANNUALLY AS DETERMINED BY THE BOARD OF DIRECTORS OF THE DISTRICT, BUT MAY BE COMPUTED ON A RUNNING CUMULATIVE BASIS FROM 2005 UNTIL THE YEAR ANY INCREASE IS MADE; AS DESCRIBED IN THE "PETITION FOR THE ORGANIZATION OF THE DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT (BID)" ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF GRAND JUNCTION, AND SHALL THE DISTRICT BE AUTHORIZED TO COLLECT, RETAIN AND EXPEND FOR PUBLIC PURPOSES THE FULL AMOUNT RECEIVED BY THE DISTRICT FROM STATE AND LOCAL GRANTS AND ANY OTHER REVENUE SOURCES OTHER THAN ASSESSMENTS, NOTWITHSTANDING ANY SPENDING, REVENUE RAISING OR OTHER LIMITS IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Yes	100
No	87
Under votes	0
Over votes	0

We, the undersigned Canvassing Board, have reviewed the results of the Special Municipal Election held November 1, 2005, and do hereby conclude:

That Ballot Issue 5B passed by the greater number of votes.

Certified this 2nd day of November, 2005.

/s/ Stephanie Tuin
Stephanie Tuin, MMC
City Clerk

Dated this 2nd day of November, 2005.

/s/ Bonnie Beckstein
Bonnie Beckstein
Councilmember, District D

/s/ Teresa Coons
Teresa Coons
Councilmember, District E

/s/ Jim Doody
Jim Doody
Councilmember, District A

/s/ Bruce Hill
Bruce Hill
Councilmember, At-Large

/s/ Gregg Palmer
Gregg Palmer
Councilmember, District C

/s/ Jim Spehar
Jim Spehar
Councilmember, District B

/s/ Doug Thomason
Doug Thomason
Councilmember, At-Large

Attach 2
Annual Hazardous Materials Agreement with Mesa County
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Annual Hazardous Materials Agreement with Mesa County					
Meeting Date	November 16, 2005					
Date Prepared	October 24, 2005				File #	
Author	Jim Bright		Operations Officer			
Presenter Name	Jim Bright		Operations Officer			
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 Fire Department is requesting renewal of the City of Grand Junction/Mesa County Inter-governmental agreement for the Grand Junction Fire Department to provide Superfund Amendment Reauthorization Act (SARA) and Designated Emergency Response Authority (DERA) services to Mesa County outside the City of Grand Junction. The DERA services are for response to accidents involving the release of hazardous materials. The SARA program involves collection of information regarding storage, handling, and manufacturing of hazardous materials.

Budget: Proposed funding from the County to the City for 2006 will be \$38,770 for DERA services, and \$25,846 for SARA services. Total funding is \$64,616.

Action Requested/Recommendation: The Fire Department recommends Council approval of this proposed agreement.

Attachments: Agreement

Background Information: This agreement has been in effect and has been renewed annually since 1992. Funding fluctuates based on actual incidents and program costs. If the agreement is not renewed, the City would provide the SARA/DERA services within the City boundaries only, with little cost reduction.

MCA AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the CITY OF GRAND JUNCTION, COLORADO, hereinafter referred to as the CITY and MESA COUNTY, COLORADO, hereinafter referred to as the COUNTY.

WHEREAS, the COUNTY is obligated by law to respond to hazardous substance incidents within its jurisdiction and otherwise perform as the Designated Emergency Response Authority (D.E.R.A.) for Mesa County; and

WHEREAS, the COUNTY is required by law to provide hazardous materials inventory, containment and emergency planning services under the Superfund Amendment and Reauthorization Act of 1986 (S.A.R.A.), also known as the Emergency Planning and Community Right to Know Act of 1986 and/or S.A.R.A. Title III; and

WHEREAS, the CITY, owns hazardous substance emergency response equipment and employs trained personnel who can perform the D.E.R.A. functions; and

WHEREAS, the CITY employs trained personnel who can perform the S.A.R.A. function; and

WHEREAS, the CITY and the COUNTY are willing to enter into an agreement for the provision of required D.E.R.A. and S.A.R.A., Title III services by the CITY, for and on behalf of, the residents of the COUNTY, beyond those COUNTY residents living in the CITY;

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

1. The CITY shall provide emergency hazardous substance response and SARA Title III services to the CITY and other corporate and unincorporated areas of the COUNTY in conformance with statutory obligations and as more particularly described in Exhibits A and B, incorporated herein by this reference as if fully set forth.

2. The COUNTY shall pay to the CITY, in two equal payments, for services provided for calendar year 2006, an amount of \$38,770 for the CITY serving as the D.E.R.A. for the COUNTY and an amount of \$25,846 for the CITY performing the S.A.R.A. services for the COUNTY. The first payments of \$19,385 for D.E.R.A. and \$12,923 for S.A.R.A. shall be due on or before June 30, 2006; the second payments shall be due on or before December 31, 2006.

3. Before any payment by the COUNTY is made to the CITY, the CITY agrees to provide the County's Emergency Management Coordinator with an invoice on or before the tenth working day of the month in which payment is due. The invoice shall contain a detailed account of all costs incurred by the CITY in performing, during the applicable billing period, those duties defined by, but not limited to Exhibit A and paragraph 4 of this agreement for D.E.R.A. and Exhibit B and paragraph 4 of this agreement for S.A.R.A.

4. The CITY agrees that it will furnish and pay for all of the labor, technical, administrative and professional services and all supplies, materials, equipment, office space and facilities, analyses, calculations and any other resources reasonably required to perform and complete the services, activities and functions of the D.E.R.A., as further described in Exhibit A and as required by Title III of S.A.R.A., as further described in Exhibit B.

5. This agreement is terminable by either the CITY or the COUNTY upon ninety days written notice. If this agreement is terminated, the CITY shall be compensated for and such compensation shall be limited to; (A) the reasonable value to the COUNTY of the services which the CITY performed prior to the date of termination, but which had not yet been paid for, and/or (B) the cost of any work the COUNTY approves in writing which it determines is needed to accomplish an orderly termination of this agreement.

6. The COUNTY hereby agrees to indemnify and hold harmless the CITY, its officers, agents and employees from and against any and all loss of, or damage to, property or injuries to, or death of any person or persons, including property and employees or agents of the CITY and shall indemnify and hold harmless the CITY, its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the CITY's performance of this agreement, to the extent permitted by law. The COUNTY's obligation to indemnify or hold harmless the CITY, its officers, agents and employees under this agreement shall not apply to liability or damages resulting from the negligence of the CITY's officers, agents and employees nor to injuries covered by workers compensation. The CITY hereby agrees to indemnify and hold harmless the COUNTY, its officers, agents and employees from and against any and all loss of, or damage to, property or injuries to, or death of any person or persons, including property and employees or agents of the COUNTY, and shall indemnify and hold harmless the COUNTY, its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the CITY's negligent performance under this agreement. This paragraph shall survive the termination of this agreement.

7. The CITY shall maintain adequate worker's compensation insurance through an authorized self-insurance plan approved by the State of Colorado, insuring the payment of workers benefits to its employees.

8. Notices concerning this agreement, notices of alleged or actual violations of the terms or provisions of this agreement and other notices of similar importance shall be made in writing by the CITY to the COUNTY at 544 Rood Avenue, Grand Junction, Colorado, 81501, and by the COUNTY to the CITY at 250 North 5th Street, Grand Junction, Colorado, 81501, by prepaid United States mail. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service.

9. The COUNTY shall have the right to audit, examine and copy the CITY's records related to work performed under this agreement. The CITY shall retain these records for three years after the termination of this agreement.

10. For all purposes under this agreement, the CITY shall be an independent contractor retained on a contractual basis to perform technical and professional work and it is not intended nor shall it be construed, that the CITY employees are employees, officers or agents of the COUNTY for any purpose whatsoever.

11. The CITY agrees to perform its work under this agreement in accordance with the reasonable operational requirements of the COUNTY.

12. The CITY shall promptly bill any and all persons or entities releasing or spilling hazardous substances or otherwise requiring hazardous substance emergency response under this agreement. All monies recovered shall be dedicated to the hazardous substance emergency response program and D.E.R.A. activities and services. For releases or spills of hazardous substances or other hazardous substances or emergency responses outside the corporate limits of the City where a responsible party is unknown or cannot be identified, the COUNTY shall pay any and all response costs. The CITY shall furnish the County Emergency Management Coordinator duplicate receipts or other satisfactory evidence showing payments received and all billings, debts and obligations incurred by the CITY performing work under this agreement.

13. The CITY shall exercise that degree of care and skill possessed by trained hazardous substance emergency response personnel to assure that all of the work performed under this agreement by the CITY shall comply with applicable laws, rules, regulations and safety requirements. The CITY further represents that the work performed will not intentionally violate any applicable laws, rules, regulations or codes

including but not limited to the requirements of the most recently adopted United States Code, Code of Federal Regulations and the Colorado Revised Statutes.

14. All emergency response plans and other documents submitted to the CITY by the COUNTY or to the COUNTY by the CITY are the property of the CITY and the COUNTY and each may, without restriction, make use of such as it sees fit. There shall be no liability for any damage which may result from any use of any documents for purposes other than those intended or described in the document or plan.

15. All emergency contingency plans, chemical inventories or other information required by S.A.R.A. Title III submitted to the CITY by the COUNTY or to the COUNTY by the CITY are the property of the CITY and the COUNTY and such shall be made available to the public in conformance with the requirements of section 324 of Title III.

16. 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.

17. The CITY shall have the right to include representations that it is serving as the D.E.R.A. and is performing S.A.R.A. functions for Mesa County among the CITY's promotional materials. The CITY's materials shall not include the COUNTY's confidential or proprietary information if the COUNTY has previously advised the CITY in writing of the specific information considered by the COUNTY to be confidential or proprietary.

18. 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 COUNTY and nothing contained in this agreement shall give or allow any claim or right of action by any other or third person on such agreement.

19. This agreement is made in Grand Junction, Colorado and shall be construed and interpreted under the laws of the State of Colorado. In the event any aspect of the Agreement is litigated by or among the parties, the prevailing party shall be entitled to its costs and reasonable attorneys fees.

CITY/COUNTY

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20. This agreement shall become effective on the day and year first written above and shall continue in effect until December 31, 2006. Payment and indemnification obligations, as provided herein, shall continue in effect and survive termination until discharged.

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: _____
Bruce Hill
President of the Council

RECOMMENDED AND APPROVED:

by: _____
Rick Beaty
Fire Chief

ATTEST:

by: _____
Stephanie Tuin
City Clerk

Mesa County Commissioners:

by: _____
Tilman M. Bishop
Chairperson

ATTEST:

by: _____

Janice Ward
Mesa County Clerk and Recorder

EXHIBIT A

HAZARDOUS SUBSTANCE INCIDENT RESPONSE - DERA

The CITY agrees that it will provide 24 hour response to all hazardous substance incidents occurring within Mesa County.

The CITY will provide all of the manual, technical, administrative and professional labor and all equipment, supplies, materials, office space and facilities required to perform as the Designated Emergency Response Authority (D.E.R.A.) as agreed in the foregoing agreement. D.E.R.A. responsibilities include but are not necessarily limited to, providing initial hazardous substance response, analysis and or containment or arranging for containment, notification of law enforcement or other appropriate authorities, providing for the initial notification of citizens that are or may be affected, and determining, documenting and reporting potentially responsible parties.

The CITY, by and through the Grand Junction Fire Department shall supervise cleanup and mitigation activities.

The CITY will provide hazardous substance incident awareness level training to COUNTY employees at intervals agreed to by the parties, or as warranted by current legislation.

The Mesa County Emergency Manager shall be notified of hazardous substance incidents in accordance with the appropriate annex of the Mesa County Emergency Operations Plan.

The CITY, by and through the Grand Junction Fire Department, shall be in command at all hazardous substance incidents.

The CITY shall maintain trained personnel and the specialized equipment, as determined by the City to be reasonably required to discharge the D.E.R.A. responsibilities.

The foregoing Exhibit is attached and incorporated by reference to the agreement. By initialing below, the parties affirmatively state that they have read the Exhibit and acknowledge the responsibilities and obligations associated therewith.

_____ City

_____ County

EXHIBIT B

Superfund Amendments and Reauthorization Act (S.A.R.A. Title III, also known as the Emergency Planning and Community Right to Know Act of 1986).

The CITY agrees that it will perform inspections and surveys at hazardous and regulated material facilities in Mesa County pursuant to S.A.R.A. Title III. CITY also agrees to provide the County's Emergency Management Coordinator with a written report detailing such inspections and surveys. Such report shall be submitted annually.

The CITY will conduct investigations of hazardous and regulated material incidents and disposal activities, including but not necessarily limited to, identification of potentially responsible parties and initiation of enforcement and compliance efforts.

The CITY will provide hazardous substance awareness level training to COUNTY employees at intervals agreed to by the parties or as warranted by current legislation.

The Mesa County Emergency Management Coordinator shall be notified of hazardous substance incidents in accordance with the appropriate annex of the Mesa County Emergency Operations Plan.

The CITY, by and through the Grand Junction Fire Department, shall be in command at all hazardous substance incidents.

The CITY shall maintain trained personnel, as determined by the City to be reasonably required to perform the S.A.R.A. services.

The CITY will maintain records, reports and documentation as required by S.A.R.A. Title III and provide copies of same to the County's Emergency Management Coordinator upon request.

The foregoing Exhibit is attached and incorporated by reference to the agreement. By initialing below, the parties affirmatively state that they have read the Exhibit and acknowledge the responsibilities and obligations associated therewith.

_____ City

_____ County

**Attach 3
Setting a Hearing on the 2nd Supplemental Appropriation Ordinance for 2005**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		2 nd Supplemental Appropriation Ordinance for 2005							
Meeting Date		November 16, 2005							
Date Prepared		November 1, 2005				File #			
Author		Lanny Paulson			Budget & Accounting Manager				
Presenter Name		Ron Lappi			Administrative Services Director				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
Workshop		X	Formal Agenda			X	Consent		Individual Consideration

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

Budget: Pursuant to statutory requirements the total appropriation adjustments are at the fund level as specified in the ordinance. The total appropriation adjustment for all funds combined is \$3,197,871. The following provides a summary of the requests by fund.

General Fund #100, \$194,604:

- \$50K has been budgeted in the Council Contributions account for United Way.
- Police: \$63K for additional Tasers and Body Armor.
- Public Works: \$75K increase for costs associated with Storm Water Drainage Authority.
- \$106K increase for vehicle fuel.

E-911 Special Revenue Fund #101, \$62,531: Transfer to the Communications Center Fund for equipment purchases.

Visitor & Convention Center Fund #102, \$12,735: Appropriation required to pay architectural fees for the building expansion project.

Golf Course Expansion Fund #107, \$34,000: Required increase in the transfers to both Lincoln Park and Tiara Rado to cover projected operating deficits.

Economic Development Fund #108, \$409,784: Appropriation of the remaining funds available.

TIF Special Revenue Fund #109, \$10,000: Appropriation of additional transfer amount to the DDA Operating Fund, the result of higher interest income.

TIF/CIP Fund #203, \$12,988: Appropriation of remaining funds available.

Future Street Improvements Fund #207, \$450,000: Transfer to the Sales Tax CIP Fund for improvements due to the construction of the Canyon View Marketplace.

Water Fund #301, \$194,954: To cover increased costs for water line replacements.

Swimming Pools Fund #304, \$44,034: To appropriate funds associated with taking over the concession operations at the pool (e.g. inventory purchases) and higher electricity costs.

Lincoln Park Golf Course Fund #305, \$57,932: To repair the leaking roof on the clubhouse and the design/study for the irrigation system replacement project.

Tiara Rado Golf Course #306, \$43,915: To cover increased costs associated with inventory purchases, fertilizer, advertising, fuel and electricity costs.

Parking Fund #308, \$300,771: Design and engineering for the Downtown Parking Garage.

Irrigation Systems Fund #309, \$580: Increased costs for electricity.

Equipment Fund #402, \$149,352: Gasoline and diesel fuel purchases.

Stores Fund #403, \$29,208: Copier machine lease payments.

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Self-Insurance Fund #404, \$928,401: Additional appropriation for a \$500K transfer from the Worker's Compensation sub-fund to the Health Insurance sub-fund. An additional \$428K is required in the Health Insurance Fund to cover actual costs that were above the usage amount established for last year's premium.

Communications Center Fund #405, \$262,082: For expenses related to the CAD System Interface project and the Mobile Command Post.

Action Requested/Recommendation: First Reading of the appropriation ordinance on November 16th, 2005 and adoption of the ordinance following the public hearing on December 7th, 2005.

Attachments: Proposed Ordinance

Background Information: The second supplemental appropriation ordinance is adopted every year at this time to ensure adequate appropriation.

ORDINANCE NO. ____

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2005
BUDGET OF THE CITY OF GRAND JUNCTION**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenue to the funds indicated for the year ending December 31, 2005, to be expended from such funds as follows:

FUND NAME	FUND #	APPROPRIATION
General	100	\$ 194,604
Enhanced 911 Special Revenue	101	\$ 62,531
Visitor & Convention Bureau	102	\$ 12,735
Golf Course Expansion	107	\$ 34,000
Economic Development	108	\$ 409,784
TIF Special Revenue	109	\$ 10,000
TIF Capital Improvement	203	\$ 12,988
Future Street Improvements	207	\$ 450,000
Water	301	\$ 194,954
Swimming Pools	304	\$ 44,034
Lincoln Park Golf Course	305	\$ 57,932
Tiara Rado Golf Course	306	\$ 43,915
Parking Fund	308	\$ 300,771
Irrigation Fund	309	\$ 580
Equipment Fund	402	\$ 149,352
Stores Fund	403	\$ 29,208
Self Insurance	404	\$ 928,401
Communications Center	405	\$ 262,082
TOTAL ALL FUNDS		\$ 3,197,871

Introduced on first reading the ____ day of _____ 2005.

Passed and adopted on second reading this ____ day of _____ 2005.

Attest:

President of the Council

City Clerk

Attach 4
Setting a Hearing on the Assessments for the GJDBID
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Setting a Hearing on the Downtown BID Assessments					
Meeting Date	November 16, 2004					
Date Prepared	November 8, 2004				File #	
Author	Stephanie Tuin John Shaver		City Clerk City Attorney			
Presenter Name	Harold Stalf		DDA Executive Director			
Report results back to Council	x	No		Yes	When	
Citizen Presentation		Yes	x	No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: The recent Special Election authorized the Downtown Grand Junction Business Improvement District Special Assessment. Pursuant to 31-25-1219 C.R.S., the governing body must schedule a public hearing on the question of the imposition of the assessments. Immediately following that hearing, the Special Assessments will be certified to the County Treasurer for collection in 2006.

The resolution schedules the public hearing for December 7, 2005.

Budget: The Special Assessment is estimated at \$121,772.23. A voluntary contribution by the City of Grand Junction of \$10,464 is the amount equivalent to the assessment that would be applied to City owned properties (excluding public parking facilities) within the BID.

Action Requested/Recommendation: Adopt the resolution setting a hearing for December 7, 2005 on the Special Assessment for the Downtown Grand Junction Business Improvement District.

Attachments: 2005 Assessment Schedule for the Downtown BID

Background Information: Upon passage of the Downtown BID at the November 1st election, the assessments for the various commercial properties within the BID were compiled in a data base and the appropriate formula for assessment applied to each. This formula calls for an assessment of \$.026 per square foot of land and \$.076 per square foot of buildings on the first floor of properties located on Main St. For those properties located off Main St., the assessment is \$.019 per square foot of land and \$.057 per square foot of the first floor of each building. The total assessment is \$121,772.23 for all commercial properties within the District (see attachment).

Notice of the hearing scheduled for December 7, 2005 will be published in the paper and notice sent to each property owner via first class mail.

Resolution _____-05

A RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, AS THE BOARD OF DIRECTORS FOR THE DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT TO IMPOSE SPECIAL ASSESSMENTS UPON REAL PROPERTY LOCATED WITHIN SAID DISTRICT AND SETTING A HEARING ON SAID ASSESSMENTS

Recitals.

On November 1, 2005 the eligible electors of the City of Grand Junction approved the formation of a Business Improvement District for downtown Grand Junction. In order to defray the cost of providing services, the Board of the District, at present the Grand Junction City Council, may impose special assessments on real property located within the District.

Prior to imposing a special assessment, the District Board shall adopt a resolution setting a date, a time and a location for a hearing on the question of the imposition of the special assessment and the benefit to be derived by the property upon which the special assessment will be imposed.

A form of notice describing the property on which the assessments shall be levied, the purposes for which the assessments are levied and the proposed method of assessment is attached.

The purpose of the special assessment as outlined in the Operating Plan and Budget for the Downtown Grand Junction Business Improvement District and adopted by the Grand Junction City Council on August 17, 2005 is Downtown Marketing and Promotions such as but not limited to public relations to project a positive image, collaborative advertising, production and packaging of marketing materials including Downtown map, directory, web site, newsletter and other district communications and market research & Downtown stakeholder surveys; and for Special Events such as festivals and street fairs, themed, historical events, and ongoing events programming.

NOW, THEREFORE, for the reasons stated in the recitals above, be it resolved that the City Council has set for public hearing on the night of December 7, 2005 at 7:00 p.m. at the City Auditorium (City Council chambers), 250 N. 5th Street, Grand Junction, Colorado the question of the imposition of a special assessment to defray the cost of services to be provided by the Downtown Business Improvement District and the benefit to be derived by the property upon which the special assessments will be imposed. Furthermore, the Board approves the form of the notice attached as Exhibit A and directs the District staff to provide notice of the hearing to the property owners to be assessed.

ADOPTED this 16th day of November 2005.

Bruce Hill, President of the Council

ATTEST:

Stephanie Tuin, City Clerk

Exhibit A

NOTICE OF INTENT TO IMPOSE A SPECIAL ASSESSMENT UPON REAL PROPERTY LOCATED WITHIN THE DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT AND SETTING A HEARING ON SAID ASSESSMENTS

PUBLIC NOTICE IS HEREBY GIVEN, pursuant to 31-25-1219, C.R.S. the Grand Junction City Council acting as the Downtown Grand Junction Business Improvement District Board of Directors intends to impose Special Assessment on all real property within the Downtown Grand Junction Business Improvement District ("DGJBID"). The DGJBID is generally described as commercial property within the Downtown area bounded by US Highway 340 and Crosby Avenue on the west, 8th Street on the east, Grand Avenue on the north and Ute Avenue on the south.

The purpose of the special assessment as outlined in the Operating Plan and Budget for the Downtown Grand Junction Business Improvement District and adopted by the Grand Junction City Council on August 17, 2005 is Downtown Marketing and Promotions such as but not limited to public relations to project a positive image, collaborative advertising, production and packaging of marketing materials including Downtown map, directory, web site, newsletter and other district communications and market research & Downtown stakeholder surveys; and for Special Events such as festivals and street fairs, themed, historical events, and ongoing events programming.

The assessment levied against the respective properties will be an assessment of \$.026 per square foot of land and \$.076 per square foot of buildings on the first floor of properties located on Main St. and for those properties located off Main St., the assessment is \$.019 per square foot of land and \$.057 per square foot of the first floor of each building. The total assessment is \$121,772.23 for all commercial properties within the District.

To the total assessable cost of \$121,772.23 to be borne by the property owners, there shall be added two (2) percent for costs of collection and incidentals. Said assessment shall be collected through the County Treasurer of Mesa County.

On December 7, 2005 at the hour of 7:00 o'clock P.M. in the City Auditorium in City Hall located at 250 North 5th Street in said city, the Council will consider objections that may be made in writing concerning the proposed improvements by the owners of any real estate to be assessed, or by any person interested.

A map of the district, from which the share of the total cost to be assessed upon each parcel of real estate in the district may be readily ascertained, and all proceedings of the Council, are on file and can be seen and examined by any person interested therein in the office of the City Clerk during business hours, at any time prior to said hearing.

The proposed assessment and the parcels numbers to be assessed are as follows:

PARCEL_NUM	LOCATION	MAIN FT2	LAND FT2	MAIN ST	ASSESSMENT
2945-142-37-018	400 N 1ST ST	13712	88601.04		2,465.00
2945-142-38-014	216 GRAND AVE		5314.32		100.97

2945-142-38-018	200 GRAND AVE	7352	18774.36	775.78
2945-142-38-020	220 GRAND AVE	2196	34194.6	774.87
2945-142-38-023	220 GRAND AVE		6011.28	114.21
2945-142-39-010	340 GRAND AVE	1300	7535.88	217.28
2945-142-39-015	330 GRAND AVE	1485	18861.48	443.01
2945-142-42-006	640 GRAND AVE	1028	3920.4	133.08
2945-143-01-007	104 WHITE AVE	8759	25047	975.16
2945-143-01-015	105 GRAND AVE	2400	19819.8	513.38
2945-143-01-016	145 GRAND AVE	4538	11238.48	472.20
2945-143-01-020	327 N SECOND ST		12545.28	238.36
2945-143-01-021	125 GRAND AVE	4260	13939.2	507.66
2945-143-02-001	203 GRAND AVE	1712	7492.32	239.94
2945-143-02-004	225 GRAND AVE		5532.12	105.11
2945-143-02-005	237 GRAND AVE		5532.12	105.11
2945-143-02-006	241 GRAND AVE		7492.32	142.35
2945-143-02-007	243 GRAND AVE	7769	7492.32	585.19
2945-143-03-009	4 TH & GRAND AVE	741	44561.88	888.91
2945-143-04-002	451 GRAND AVE		15028.2	285.54
2945-143-04-003	461 GRAND AVE	4800	7535.88	416.78
2945-143-04-006	422 WHITE AVE	11471	85246.92	2,273.54
2945-143-05-006	549 GRAND AVE		7535.88	143.18
2945-143-05-007	551 GRAND AVE	3680	7535.88	352.94
2945-143-05-014	562 WHITE AVE	2500	6272.64	261.68
2945-143-05-016	519 GRAND AVE	3927	15071.76	510.20
2945-143-06-001	605 GRAND AVE	1898	7535.88	251.37
2945-143-06-004	627 GRAND AVE	1285	9408.96	252.02
2945-143-06-006	640 WHITE AVE	3250	6272.64	304.43
2945-143-07-002	Vacant Land		3136.32	59.59
2945-143-07-003	Vacant Land		3136.32	59.59
2945-143-07-004	Vacant Land		3136.32	59.59
2945-143-07-007	610 ROOD AVE	3351	6272.64	310.19
2945-143-07-008	618 ROOD AVE	2232	6272.64	246.40
2945-143-07-010	640 ROOD AVE	2400	3136.32	196.39
2945-143-07-011	200 N 6TH ST 1	6272.64	6272.64	476.72
2945-143-07-012	200 N 6TH ST 2			
2945-143-07-013	200 N 6TH ST 3			
2945-143-07-014	200 N 6TH ST 4			
2945-143-07-015	200 N 6TH ST 5			
2945-143-07-016	200 N 6TH ST 204			
2945-143-07-018	615 WHITE AVE	644	6272.64	155.89
2945-143-07-020	626 ROOD AVE	3212	6283.276	302.47
2945-143-07-019	622 ROOD AVE	3125	3136.32	237.72
2945-143-09-010	225 N 5TH ST	17376	79279.2	2,496.74
2945-143-10-005	Vacant Land		3136.32	59.59
2945-143-10-006	Vacant Land		3136.32	59.59
2945-143-10-007	205 N 4TH ST	8225	21997.8	886.78
2945-143-10-008	302 ROOD AVE		8189.28	155.60
2945-143-11-009	Vacant Land		6272.64	119.18
2945-143-11-010	228 ROOD AVE	1920	6272.64	228.62
2945-143-11-011	228 ROOD AVE		6272.64	119.18
2945-143-11-017	215 N 3RD ST	5040	18817.92	644.82
2945-143-12-016	200 ROOD AVE	61028	209828.52	7,465.34
2945-143-13-001	124 N 1ST ST	1144	6229.08	183.56

2945-143-13-004	100 MAIN ST	3297	9365.4	M	494.07
2945-143-13-005	100 MAIN ST		6185.52	M	160.82
2945-143-14-004	227 ROOD AVE	6000	6272.64		461.18
2945-143-14-013	234 MAIN ST	3085	3136.32	M	316.00
2945-143-14-017	Vacant Land		9408.96		178.77
2945-143-14-018	202 MAIN ST	8223	68650.56	M	2,409.86
2945-143-14-020	141 N 3RD ST	3288	12588.84		426.60
2945-143-14-021	Vacant Land		3136.32		59.59
2945-143-15-001	112 N 3RD ST	1700	6272.64		216.08
2945-143-15-004	321 ROOD AVE	7318	12501.72		654.66
2945-143-15-005	145 N 4TH ST	6600	9888.12		564.07
2945-143-15-010	326 MAIN ST	6072	6272.64	M	624.56
2945-143-15-013	344 MAIN ST	3113	3136.32	M	318.13
2945-143-15-021	131 N 4TH ST		9104.04		172.98
2945-143-15-022	336 MAIN ST	5850	9408.96	M	689.23
2945-143-15-023	Vacant Land		12458.16		236.71
2945-143-15-024	314 MAIN ST	2720	3136.32	M	288.26
2945-143-15-025	316 MAIN ST	3125	3136.32	M	319.04
2945-143-16-006	137 N 5TH ST	715	12545.28		279.12
2945-143-16-007	400 MAIN ST	6122	6272.64	M	628.36
2945-143-16-008	412 MAIN ST	6250	6272.64	M	638.09
2945-143-16-009	418 MAIN ST	3015	3136.32	M	310.68
2945-143-16-010	420 MAIN ST	2875	3136.32	M	300.04
2945-143-16-011	428 MAIN ST	3020	3136.32	M	311.06
2945-143-16-012	438 MAIN ST	2975	3092.76	M	306.51
2945-143-16-013	440 MAIN ST	1173	2134.44	M	144.64
2945-143-16-014	444 MAIN ST	3278	4225.32	M	358.99
2945-143-16-015	448 MAIN ST	3125	3136.32	M	319.04
2945-143-16-016	454 MAIN ST	3045	3136.32	M	312.96
2945-143-16-017	436 MAIN ST	6025	6272.64	M	620.99
2945-143-16-018	464 MAIN ST	6250	6272.64	M	638.09
2945-143-16-947	130 N 4TH ST	7002	17336.88		728.51
2945-143-17-001	128 N 5TH ST	2794	5662.8		266.85
2945-143-17-002	122 N 5TH ST		5880.6		111.73
2945-143-17-003	521 ROOD AVE	3789	10454.4		414.61
2945-143-17-004	531 ROOD AVE		3136.32		59.59
2945-143-17-005	510 MAIN ST	3125	3136.32	M	319.04
2945-143-17-006	543 ROOD AVE		6272.64		119.18
2945-143-17-007	131 N 6TH ST	5790	12545.28		568.39
2945-143-17-008	500 MAIN ST	6100	6272.64	M	626.69
2945-143-17-010	514 MAIN ST	3125	3136.32	M	319.04
2945-143-17-011	538 MAIN ST	6250	6272.64	M	638.09
2945-143-17-012	546 MAIN ST	6136	6272.64	M	629.42
2945-143-17-013	554 MAIN ST	5968	6272.64	M	616.66
2945-143-17-014	516 MAIN ST	3125	3136.32	M	319.04
2945-143-17-015	530 MAIN ST	2823	3136.32	M	296.09
2945-143-17-016	552 MAIN ST	2450	3136.32	M	267.74
2945-143-17-017	560 MAIN ST	3125	3136.32	M	319.04
2945-143-17-018	537 ROOD AVE		6272.64		119.18
2945-143-17-019	524 MAIN ST	1847	3136.32	M	221.92
2945-143-17-020	520 MAIN ST	1847	3136.32	M	221.92
2945-143-18-001	122 N 6TH ST	1500	1698.84		117.78
2945-143-18-002	124 N 6TH ST	4304	4573.8		332.23

2945-143-18-006	602 MAIN ST	9375	9408.96	M	957.13
2945-143-18-007	612 MAIN ST	3125	3136.32	M	319.04
2945-143-18-008	618 MAIN ST	3125	3136.32	M	319.04
2945-143-18-012	634 MAIN ST	9779	12545.28	M	1,069.38
2945-143-19-001	601 MAIN ST	3250	6229.08	M	408.96
2945-143-19-002	609 MAIN ST	2325	3136.32	M	258.24
2945-143-19-004	623 MAIN ST	3125	3136.32	M	319.04
2945-143-19-005	625 MAIN ST	9375	9365.4	M	956.00
2945-143-19-006	639 MAIN ST	1250	3136.32	M	176.54
2945-143-19-011	619 MAIN ST	6250	6229.08	M	636.96
2945-143-19-012	619 COLORADO AVE		12501.72		237.53
2945-143-20-001	501 MAIN ST	9375	9408.96	M	957.13
2945-143-20-002	519 MAIN ST	8865	12545.28	M	999.92
2945-143-20-004	533 MAIN ST	1980	3746.16	M	247.88
2945-143-20-005	541 MAIN ST	2981	3136.32	M	308.10
2945-143-20-006	545 MAIN ST	3125	3136.32	M	319.04
2945-143-20-008	555 MAIN ST	2800	3136.32	M	294.34
2945-143-20-009	557 MAIN ST	3125	3136.32	M	319.04
2945-143-20-010	559 MAIN ST	3125	3136.32	M	319.04
2945-143-20-011	122 S 5TH ST	3744	4268.88		294.52
2945-143-20-012	126 S 5TH ST	3780	4268.88		296.57
2945-143-20-013	502 COLORADO AVE	601	4007.52		110.40
2945-143-20-014	518 COLORADO AVE	3000	3136.32		230.59
2945-143-20-015	524 COLORADO AVE	3125	3136.32		237.72
2945-143-20-021	537 MAIN ST	2500	2526.48	M	255.69
2945-143-20-022	560 COLORADO AVE	2158	15681.6		420.96
2945-143-20-025	549 MAIN ST	3027	3136.32	M	311.60
2945-143-21-001	401 MAIN ST	3125	3136.32	M	319.04
2945-143-21-002	403 MAIN ST	3125	3136.32	M	319.04
2945-143-21-003	411 MAIN ST	2750	3136.32	M	290.54
2945-143-21-004	413 MAIN ST	4675	3136.32	M	436.84
2945-143-21-005	417 MAIN ST	3125	3136.32	M	319.04
2945-143-21-006	425 MAIN ST	9375	9408.96	M	957.13
2945-143-21-007	435 MAIN ST	2573	3136.32	M	277.09
2945-143-21-008	439 MAIN ST	1825	3136.32	M	220.24
2945-143-21-011	461 MAIN ST	6250	6272.64	M	638.09
2945-143-21-014	441 MAIN ST	3125	3005.64	M	315.65
2945-143-21-015	455 MAIN ST	3125	3310.56	M	323.57
2945-143-21-016	443 MAIN ST	3125	3310.56	M	323.57
2945-143-21-017	449 MAIN ST	3125	3005.64	M	315.65
2945-143-22-001	307 MAIN ST	6250	6272.64	M	638.09
2945-143-22-002	309 MAIN ST	1450	3136.32	M	191.74
2945-143-22-003	315 MAIN ST	2575	3136.32	M	277.24
2945-143-22-004	319 MAIN ST	1617	3136.32	M	204.44
2945-143-22-005	321 MAIN ST	2500	3136.32	M	271.54
2945-143-22-023	359 MAIN ST	25998	696.96	M	1,993.97
2945-143-22-024	302 COLORADO AVE		80934.48		1,537.76
2945-143-23-009	101 S 3RD ST	5828	9452.52		511.79
2945-143-23-016	123 S 3RD ST	6250	6316.2		476.26
2945-143-23-022	Vacant Land		15812.28		300.43
2945-143-23-023	205 MAIN ST	7038	18469.44	M	1,015.09
2945-143-23-024	225 MAIN ST	12602	56540.88	M	2,427.81
2945-143-25-004	225 S 2ND ST	12509	36851.76		1,413.20

2945-143-26-002	209 1/2 COLORADO AVE	2500	4007.52	218.64
2945-143-26-003	215 COLORADO AVE	1604	2265.12	134.47
2945-143-26-004	Vacant Land		3136.32	59.59
2945-143-26-005	243 COLORADO AVE		18817.92	357.54
2945-143-26-006	251 COLORADO AVE	2280	6272.64	249.14
2945-143-26-007	259 COLORADO AVE		9365.4	177.94
2945-143-26-008	202 UTE AVE	2400	6272.64	255.98
2945-143-26-009	Vacant Land		11282.04	214.36
2945-143-26-010	228 UTE AVE		7535.88	143.18
2945-143-26-011	230 UTE AVE		7840.8	148.98
2945-143-26-012	244 UTE AVE		4704.48	89.39
2945-143-26-013	248 UTE AVE		3136.32	59.59
2945-143-26-014	260 UTE AVE		9408.96	178.77
2945-143-26-948	201 COLORADO AVE	3098	6272.64	295.77
2945-143-27-001	303 COLORADO AVE		12501.72	237.53
2945-143-27-003	337 COLORADO AVE	4807	7797.24	422.15
2945-143-27-007	319 COLORADO AVE	2368	6229.08	253.33
2945-143-27-008	329 COLORADO AVE		7797.24	148.15
2945-143-28-003	429 COLORADO AVE	2500	3136.32	202.09
2945-143-28-006	457 COLORADO AVE	5750	9408.96	506.52
2945-143-28-010	431 COLORADO AVE	2400	3963.96	212.12
2945-143-28-011	437 COLORADO AVE	2400	2308.68	180.66
2945-143-28-012	437 COLORADO AVE	2400	3136.32	196.39
2945-143-28-014	441 COLORADO AVE	2875	3136.32	223.47
2945-143-28-018	445 COLORADO AVE		3005.64	57.11
2945-143-28-019	449 COLORADO AVE	5750	3267	389.82
2945-143-28-948	421 COLORADO AVE	6250	9408.96	535.02
2945-143-29-001	503 COLORADO AVE	6000	9408.96	520.77
2945-143-29-002	Vacant Land		6272.64	119.18
2945-143-29-004	539 COLORADO AVE	5760	6272.64	447.50
2945-143-29-005	545 COLORADO AVE	3000	3136.32	230.59
2945-143-29-006	555 COLORADO AVE	3125	9408.96	356.90
2945-143-29-007	201 S 6TH ST	8680	6272.64	613.94
2945-143-29-008	230 S 5TH ST	9570	18817.92	903.03
2945-143-30-001	615 COLORADO AVE	3800	4704.48	305.99
2945-143-30-002	Vacant Land		3136.32	59.59
2945-143-30-005	Vacant Land		6316.2	120.01
2945-143-30-007	663 COLORADO AVE	3840	12588.84	458.07
2945-143-34-003	319 UTE AVE		6272.64	119.18
2945-143-34-004	327 UTE AVE		7840.8	148.98
2945-143-34-019	305 UTE AVE	208	12545.28	250.22
2945-143-35-012	Vacant Land		3136.32	59.59
2945-143-35-013	226 PITKIN AVE	1403	3136.32	139.56
2945-143-35-014	230 PITKIN AVE		3136.32	59.59
2945-143-35-020	261 UTE AVE	720	50137.56	993.65
2945-143-36-001	123 UTE AVE		6751.8	128.28
2945-143-36-003	319 S 2ND ST	2855	3092.76	221.50
2945-143-47-001	337 S 1ST ST	5010	34848	947.68
2945-143-47-002	2 ND ST AND SOUTH AVE	2400	12763.08	379.30
2945-143-48-001	119 PITKIN AVE	7574	27660.6	957.27
2945-143-49-000	300 MAIN ST	9424	9424	961.25
2945-143-49-001	300 MAIN ST 201			M 0.00
2945-143-49-002	300 MAIN ST 202			M 0.00

2945-143-49-003	300 MAIN ST 203			M	0.00
2945-143-49-004	300 MAIN ST 301			M	0.00
2945-143-49-005	300 MAIN ST 302			M	0.00
2945-143-49-006	300 MAIN ST 303			M	0.00
2945-143-49-008	300 MAIN ST 101			M	0.00
2945-143-49-009	300 MAIN ST 102			M	0.00
2945-143-49-011	300 MAIN ST 103A			M	0.00
2945-143-49-012	300 MAIN ST 103B			M	0.00
2945-143-49-013	300 MAIN ST 103C			M	0.00
2945-143-49-014	300 MAIN ST 103D			M	0.00
2945-143-50-000	359 COLORADO AVE	8494.2	15858		785.47
2945-143-50-001	359 COLORADO AVE 101				0.00
2945-143-50-002	359 COLORADO AVE 102				0.00
2945-143-50-003	359 COLORADO AVE 103				0.00
2945-143-50-004	359 COLORADO AVE 104				0.00
2945-143-52-000	600 WHITE AVE	16683.48	25073		1,427.35
2945-143-52-001	600 WHITE AVE 1				0.00
2945-143-52-002	600 WHITE AVE 2				0.00
2945-143-52-003	600 WHITE AVE 3				0.00
2945-143-52-004	600 WHITE AVE 4				0.00
2945-143-52-005	600 WHITE AVE 5				0.00
2945-143-52-006	600 WHITE AVE 6				0.00
2945-143-52-007	600 WHITE AVE 7				0.00
2945-143-53-000	362 MAIN ST	14801.68	15760.91		1,534.71
2945-143-53-001	350 MAIN ST				0.00
2945-143-53-002	354 MAIN ST				0.00
2945-143-53-003	356 MAIN ST				0.00
2945-143-53-004	362 MAIN ST				0.00
2945-144-06-003	315 N 7TH ST	3500	6751.8		327.78
2945-144-06-004	652 WHITE AVE	2960	3179.88		229.14
2945-144-06-005	301 N 7TH ST	2284	6969.6		262.61
2945-144-07-002	660 ROOD AVE	6046	16857.72		664.92
2945-144-07-003	235 N 7TH ST	5241	23130.36		738.21
2945-144-08-004	735 WHITE AVE		6229.08		118.35
2945-144-08-025	224 N 7TH ST	2552	25874.64		637.08
2945-144-17-001	702 MAIN ST		13982.76	M	363.55
2945-144-17-002	120 N 7TH ST	3065	3484.8		240.92
2945-144-17-003	124 N 7TH ST	5072	7013.16		422.35
2945-144-17-005	725 ROOD AVE	2838	6229.08		280.12
2945-144-17-006	735 ROOD AVE	2900	6229.08		283.65
2945-144-17-007	743 ROOD AVE	2504	6229.08		261.08
2945-144-17-008	755 ROOD AVE	4920	6229.08		398.79
2945-144-17-009	Vacant Land	0	3136.32		59.59
2945-144-17-013	734 MAIN ST	1166	9016.92		323.06
2945-144-18-002	123 N 7TH ST	6050	10105.92		536.86
2945-144-18-003	119 N 7TH ST	2130	2178		162.79
2945-144-18-005	Vacant Land		6838.92		129.94
2945-144-18-006	642 MAIN ST	3465	3484.8	M	353.94
2945-144-18-007	644 MAIN ST	4445	4399.56	M	452.21
2945-144-20-001	136 S 7TH ST	3520	17511.12		533.35
2945-144-20-003	Vacant Land		6229.08		118.35
2945-144-20-004	Vacant Land		5009.4		95.18
2945-144-20-005	741 MAIN ST	2970	10628.64	M	502.06

2945-144-20-006	749 MAIN ST	6250	6229.08	M	636.96
2945-144-29-021	200 S 7TH ST	46478	103280.76		4,611.58
2945-144-30-001	Vacant Land		10105.92		192.01
2945-144-30-002	Vacant Land		6751.8		128.28
2945-144-30-008	237 S 7TH ST	4560	8407.08		419.65
2945-144-49-001	760 ROOD AVE	6274	23653.08		807.03
2945-144-49-002	202 N 7TH ST		24045.12		456.86
2945-154-01-007	Vacant Land		4573.8		86.90
2945-154-01-010	Vacant Land		1611.72		30.62
2945-154-01-012	333 1ST ST		5009.4		95.18
2945-154-01-013	333 N 1ST ST	8772	63423.36		1,705.05
2945-154-04-001	233 N 1ST ST	2972	13590.72		427.63
2945-154-04-002	Vacant Land		6098.4		115.87
2945-154-04-003	Vacant Land		5837.04		110.90
2945-154-04-004	129 W WHITE AVE		5575.68		105.94
2945-154-04-005	145 W WHITE AVE		5575.68		105.94
2945-154-04-006	216 N SPRUCE ST		4835.16		91.87
2945-154-04-007	Vacant Land		6664.68		126.63
2945-154-04-008	Vacant Land		6664.68		126.63
2945-154-04-009	112 W ROOD AVE		6664.68		126.63
2945-154-04-010	213 N 1ST ST	1051	9365.4		237.85
2945-154-04-011	216 N SPRUCE ST		1829.52		34.76
2945-154-05-010	150 W MAIN ST	6095	6403.32	M	629.71
2945-154-05-011	114 N SPRUCE ST		3441.24		65.38
2945-154-05-012	116 N SPRUCE ST		3833.28		72.83
2945-154-05-013	124 N SPRUCE ST	892	5619.24		157.61
2945-154-05-014	120 N SPRUCE ST		3310.56		62.90
2945-154-05-016	155 W ROOD AVE	624	7535.88		178.75
2945-154-05-017	125 N 1ST ST	6816	28706.04		933.93
2945-154-05-018	103 N 1ST ST	3340	6534		314.53
2945-154-07-013	105 W MAIN ST	10480	33497.64	M	1,667.42
2945-154-07-014	137 W MAIN ST	1475	9365.4	M	355.60
		950,347	2,821,906		121,772.23

Dated at Grand Junction, Colorado, this _____ day of _____, 2005.

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

By: _____
City Clerk

Attach 5
Woodridge Subdivision Preliminary Development Plan Extension
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Woodridge Subdivision Preliminary Development Plan Extension					
Meeting Date	November 16, 2005					
Date Prepared	November 1, 2005				File # PP-2003-042	
Author	Kristen Ashbeck		Senior Planner			
Presenter Name	Kristen Ashbeck		Senior Planner			
Report results back to Council	X	No		Yes	When	
Citizen Presentation	X	Yes		No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: The Woodridge Subdivision is a 29-lot proposal for both attached and detached single family housing on the remaining parcels of land (total 7.8 acres) that were originally part of the Wilson Ranch Planned Development. A Planned Development (PD) zoning ordinance and Preliminary Development Plan were approved by City Council on October 20, 2004. Per the Zoning and Development Code, a Preliminary Plan is valid for one year from the date of approval, during which the time the Final Plat shall be approved. The developer is requesting an extension to this performance period. The Code states that the decision-making body may grant such a request, in this case City Council.

Budget: N/A

Action Requested/Recommendation: Approval of an extension for a previously-approved Planned Development Preliminary Development Plan.

Attachments:

Attachments:

- Background
- Letter from Property Owner Requesting Extension
- Site Location Map
- Aerial Photo Map
- Future Land Use Map
- Existing City and County Zoning
- Woodridge Subdivision Preliminary Plan

BACKGROUND INFORMATION			
Location:		2561 G-1/2 Road	
Applicants: Prop owner, developer, representative		Owner/Developer: 759 Investments, LLC Representative: Thompson-Langford Corporation	
Existing Land Use:		Vacant	
Proposed Land Use:		19 detached single family units 10 attached single family units	
	North	Interstate 70 and Large Lot Single Family Residential	
	South	Grand Valley Canal, Large Lot Single Family Residential and Single Family Residential (Wilson Ranch)	
	East	Large Lot Single Family Residential and Commercial (Bookcliff Gardens)	
	West	Grand Valley Canal and Single Family Residential (Wilson Ranch)	
Existing Zoning:		Planned Development (PD)	
Proposed Zoning:		Same	
Surrounding Zoning:	North	County Zoning: Agricultural Forestry Transition (AFT)	
	South	Planned Development (Wilson Ranch)	
	East	Residential 2 units per acre (RSF-2) and	
	West	Planned Development (PD-Wilson Ranch)	
Growth Plan Designation:		Residential Medium 4-8 du/ac	
Zoning within density range?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Yes	No

PROJECT DESCRIPTION: A Preliminary Development Plan and Planned Development zoning ordinance for the Woodridge Subdivision were approved by City Council on October 20, 2004. Per Section 2.8 B.4.b. of the Zoning and Development Code, the Preliminary Development Plan (PDP) is valid for one year from the date of approval, during which time the applicant shall obtain final plat approval for all or a portion of the property. Due to a change in property ownership and the engineering consultant working on the project, the project schedule has not progressed as originally anticipated and the PDP was due to expire October 20, 2005. A request for the extension was received on October 19, 2005. The applicant is requesting an extension of the one year requirement for approval of the Preliminary Development Plan.

ANALYSIS:

Background: The Woodridge Subdivision is a 29-lot proposal for both attached and detached single family housing on the remaining parcels of land (total 7.8 acres) that were originally part of the Wilson Ranch Planned Development. The Wilson Ranch Subdivision was initially developed in the County and then annexed to the City in the early 1990s – later filings were developed in the City. The entire subdivision was zoned Planned Residential 4.3 units per acre at the time of annexation. The detached single family phases have all been built out but the remaining areas proposed as the Woodridge Subdivision were initially planned to be developed as a multifamily residential project. Several plans for multifamily development were proposed for the site during the mid-1990s but none of them were approved. The land remains vacant, with the property split by the existing G-1/2 Road alignment.

The Woodridge Subdivision site is located at 2561 G-1/2 Road just west of Bookcliff Gardens. The Wilson Ranch subdivision is located to the south and west across the Grand Valley Canal, and Interstate 70 is located directly to the north. The project plans for the development of 19 single-family detached units and 10 single-family attached units, for a total of 29 dwelling units on the 7.8 acre-site. The right-of-way for G-1/2 Road encompasses approximately 1.4 acres, which leaves 6.4 acres thus a resulting proposed density of 4.5 dwelling units per acre.

The plan involves the relocation/realignment of G-1/2 Road to eliminate substandard curves and create a configuration of land more conducive to residential development. The subdivision will be accessed from a single street (Woodridge Court) off of G-1/2 Road. The existing G-1/2 Road right-of-way through the development will be vacated at the time of Final Plat/Plan.

Section 2.3.B.13 states that unless a final plan is approved within one year of preliminary approval, the preliminary approval expires. While a Final Plat has been submitted for administrative review, it has not yet been approved. The applicant is requesting an extension of preliminary approval to allow time for the Final Plat to be approved. The requested extension must be approved by the original decision-making body which was City Council.

Consistency with the Growth Plan: The Future Land Use Map of the Growth Plan shows this area as Residential Medium 4 to 8 units per acre. The entire Wilson Ranch subdivision, including these vacant parcels, is zoned PD with a density of 4.3 units per

acre. The proposed density of Woodridge Subdivision of 4.5 units per acre is lower than was originally proposed for this portion of Wilson Ranch but is still consistent with the Future Land Use density and the overall density of the Wilson Ranch project.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Woodridge Subdivision Preliminary Plan application, PP-2003-042, for an extension request, staff makes the following findings of fact and conclusions:

1. The previously-approved Woodridge Subdivision Preliminary Plan is consistent with the Growth Plan.
2. There has been a change of ownership and consultant participation in the project and, being a challenging property to work with, the planning process has not proceeded as quickly as originally anticipated. Conditions in the area that impact that the plan have not changed since original approval in October 2004.
3. Staff supports the Preliminary Plan that was originally approved. The plan proposes a reasonable land use for the area and for the specific property as well as providing an acceptable transition from the I-70 corridor to the single family residential areas south of the property.
4. The property owners have requested an extension but did not specify a length of time. Since an application is currently under review for administrative approval, staff believes it is reasonable to suggest an 18-month extension – the plat to be finalized by April 20, 2007.

STAFF RECOMMENDATION: Staff recommends approval of the extension request for an additional eighteen months.

October 19, 2005

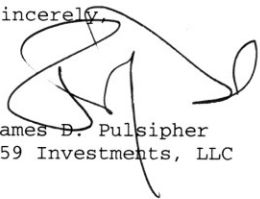
TO: Kristin Ashbeck
City of Grand Junction

FROM: James Pulsipher
759 Investments, LLC

INRE: Woodridge Subdivision
project PP-2003-042

Please accept this as request to extend the time for filing the final subdivision documents. Additional time is needed to gather the required documentation.

Sincerely,



James D. Pulsipher
759 Investments, LLC

RECEIVED

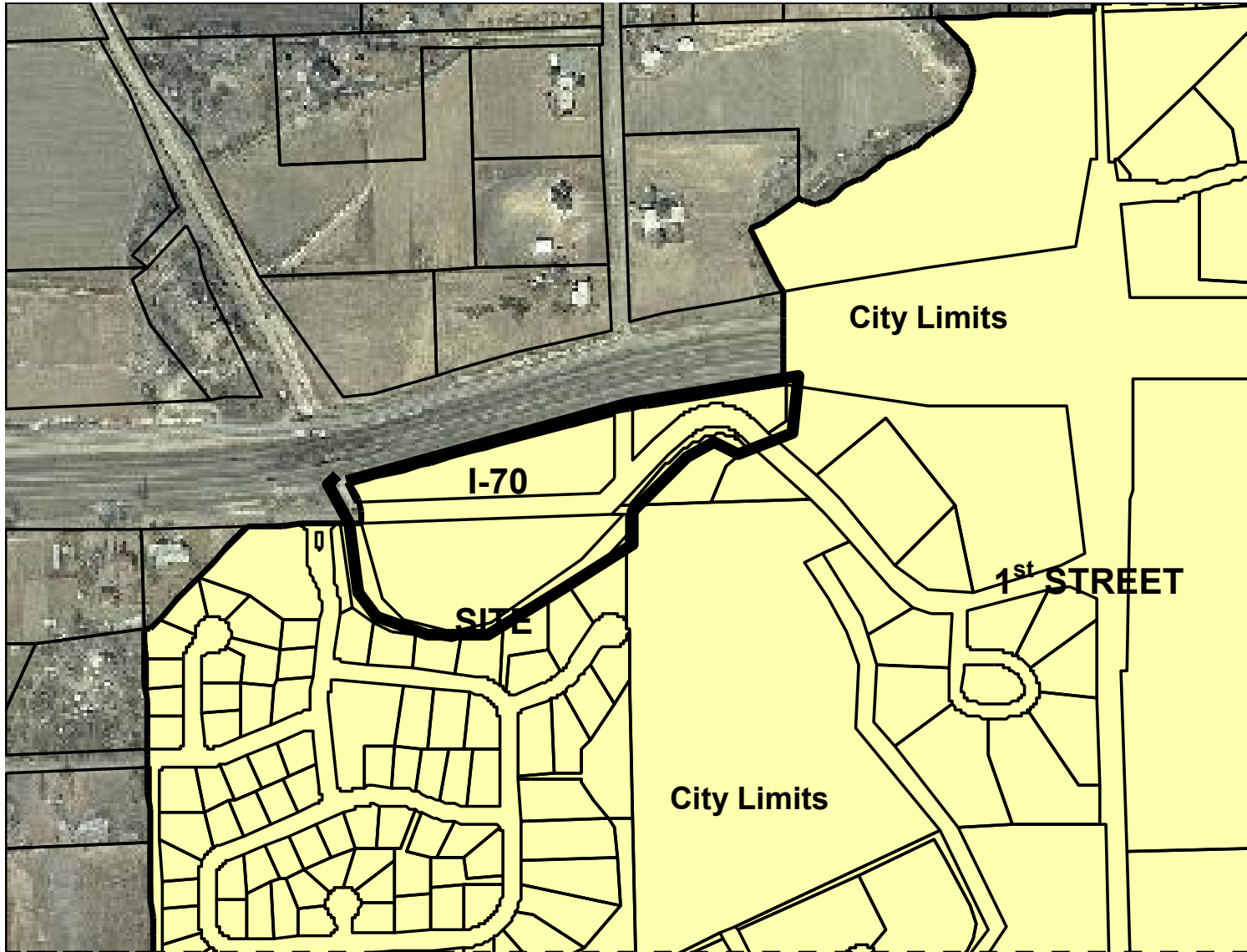
OCT 19 2005

COMMUNITY DEVELOPMENT
DEPT.

PP-2003-04

Site Location Map

Figure 1



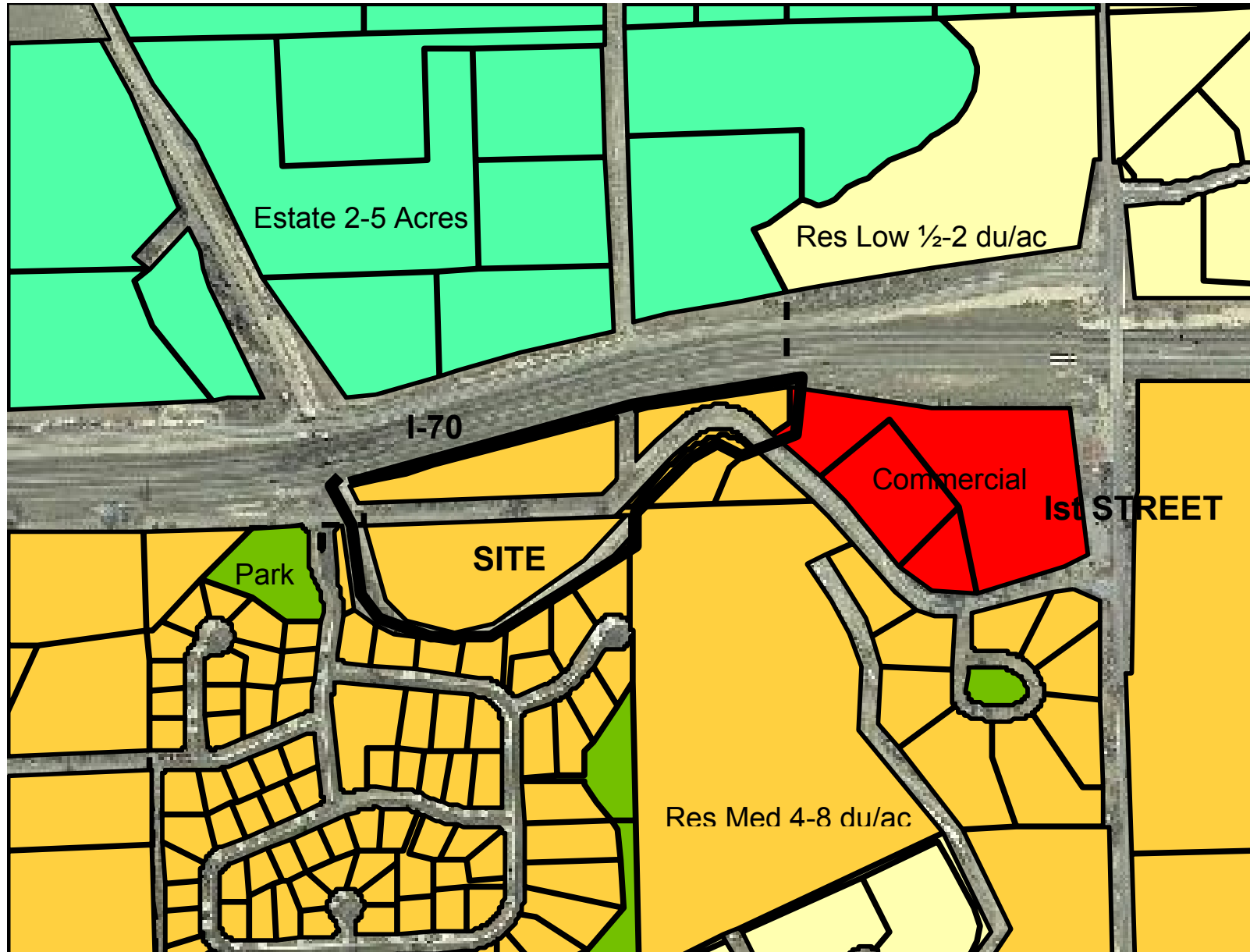
Aerial Photo Map

Figure 2



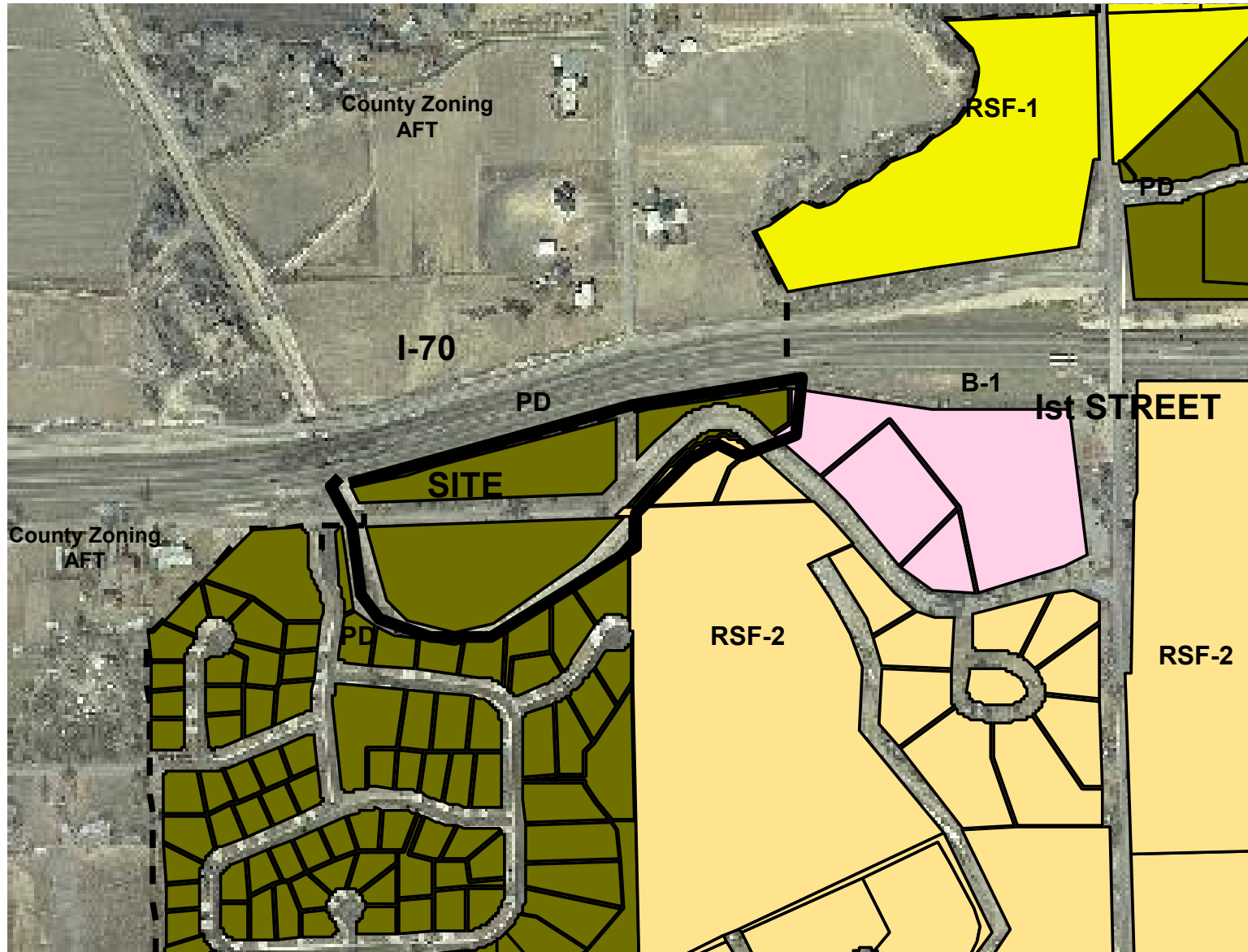
Future Land Use Map

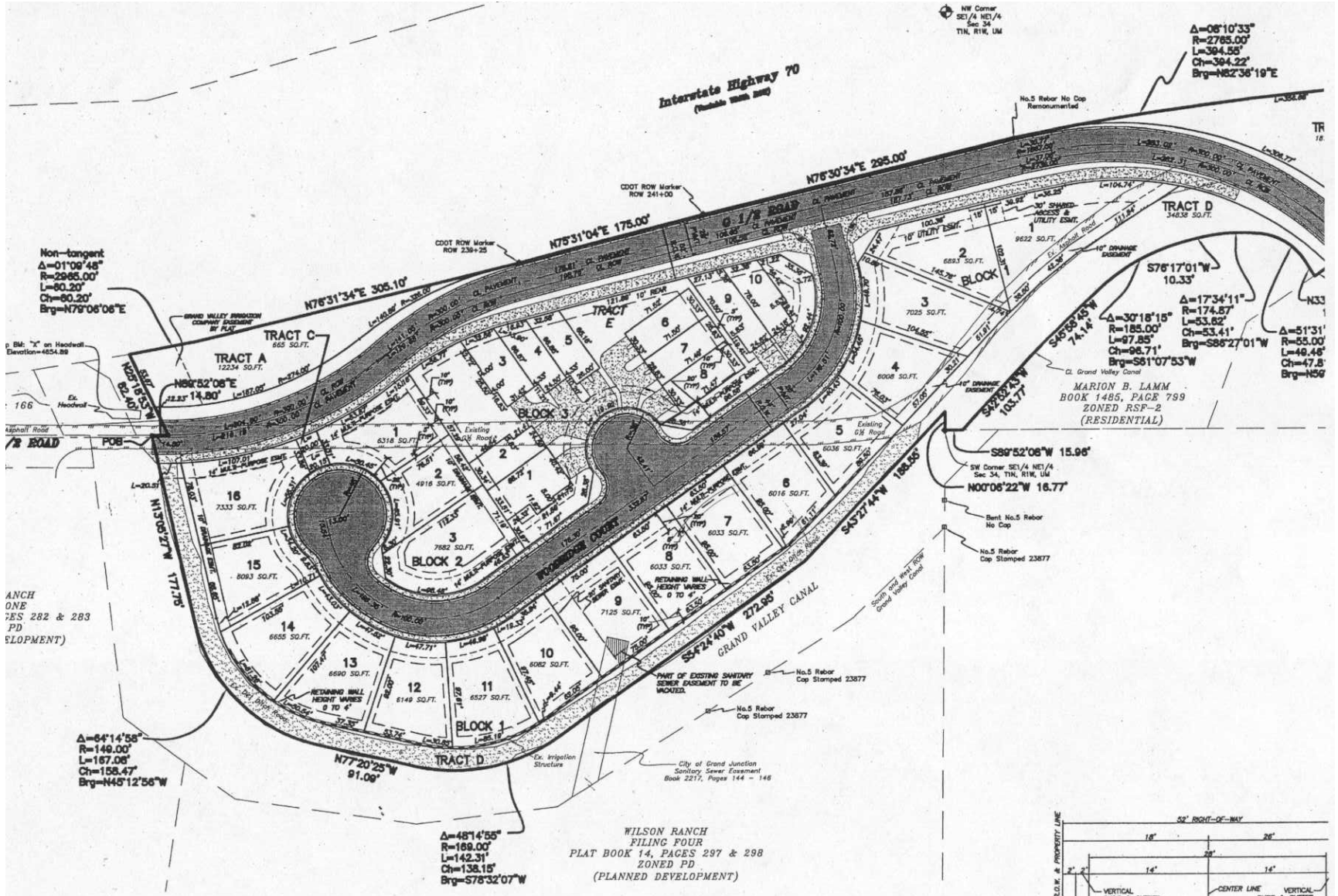
Figure 3



Existing City and County Zoning

Figure 4





PP-2003-042 WOODRIDGE SUBDIVISION PRELIMINARY DEVELOPMENT PLAN

Attach 6
Walnut Water Works Revocable Permit at 300 Cedar Court
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Walnut Water Works Revocable Permit adjacent property located at 300 Cedar Ct							
Meeting Date		November 16, 2005							
Date Prepared		November 7, 2005			File # RVP-2004-077				
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"/>	Yes	When		
Citizen Presentation		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No	Name		
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda			<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Individual Consideration

Summary: Petitioner is requesting a revocable permit to allow existing irrigation facilities to remain within the Walnut Avenue right-of-way.

Budget: N/A

Action Requested/Recommendation: Approval and acceptance of the Resolutions issuing the Revocable Permit

Background Information: Please see attached Staff report

Attachments:

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

BACKGROUND INFORMATION				
Location:		Adjacent property located at 300 Cedar Ct		
Applicant:		Walnut Water Works – Dan Zambrano & Joseph Oddonetto – Directors		
Existing Land Use:		Undeveloped right-of-way/mail boxes/irrigation facilities		
Proposed Land Use:		Undeveloped right-of-way/mail boxes/irrigation facilities		
Surrounding Land Use:	North	Single Family Residential		
	South	Single Family Residential		
	East	Single Family Residential		
	West	Single Family Residential		
Existing Zoning:		RMF-5		
Proposed Zoning:		RMF-5		
Surrounding Zoning:	North	RMF-5		
	South	RMF-5		
	East	RMF-5		
	West	RMF-5		
Growth Plan Designation:		Residential Medium 4-8 du/ac		
Zoning within density range?		X	Yes	No

Project Analysis:

1. Background:

Walnut Water Works was originally incorporated in August 1980 and has owned and operated irrigation facilities in the Walnut Avenue right-of-way since that time. On February 20, 2004, Joseph Oddonetto was given a notice of violation after the irrigation facilities were inspected and found to be in the Walnut Avenue right-of-way and did not have a Revocable Permit. The inspection was precipitated by a complaint from a neighboring property owner. After pursuing several options to relocate the irrigation facilities onto private property, the applicants have determined that the best solution is to place the pump and associated items underground in the same location.

2. Section 2.17.C of the Zoning and Development Code:

Requests for a revocable permit must demonstrate compliance with all of the following criteria:

- a. There will be benefits derived by the community or area by granting the proposed revocable permit.
- b. There is a community need for the private development use proposed for the City property.
- c. The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property.
- d. The proposed use shall be compatible with the adjacent land uses.
- e. The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas.
- f. The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Growth Plan, other adopted plans and the policies, intents and requirements of this Code and other City policies.
- g. The application complies with the submittal requirements as set forth in the Section 127 of the City Charter, this Chapter Two of the Zoning and Development Code and the SSID Manual.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Walnut Water Works application, RVP-2004-077 for the issuance of a revocable permit for existing irrigation facilities to remain within the Walnut Avenue right-of-way, staff makes the following findings of fact and conclusions:

5. The review criteria in Section 2.17.C of the Zoning and Development Code have all been met.

STAFF RECOMMENDATION:

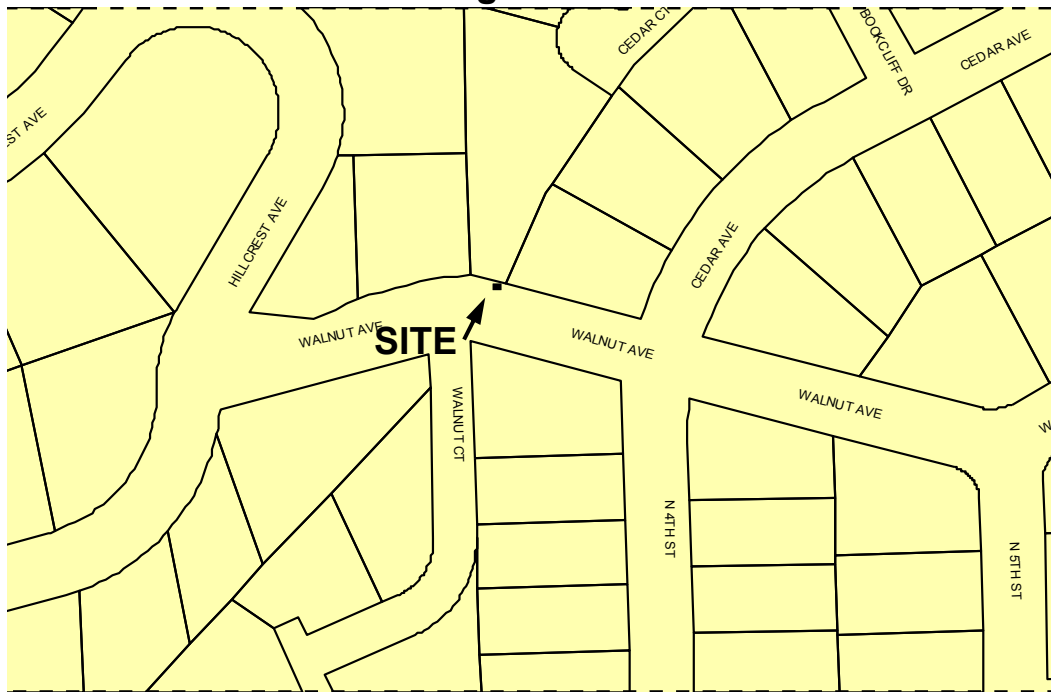
Staff recommends that the City Council approve the requested revocable permit for existing irrigation facilities to remain within the Walnut Avenue right-of-way, RVP-2004-077.

Attachments:

Site Location Map / Aerial Map
Future Land Use Map / Existing Zoning Map
Site Plan
Resolution
Revocable Permit

Site Location Map

Figure 1



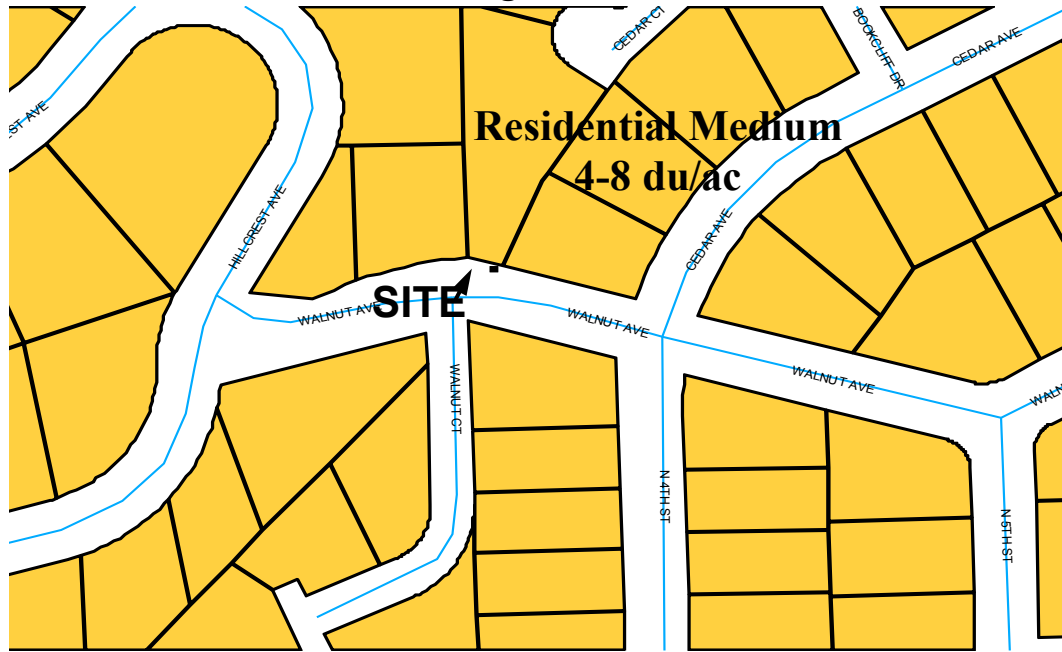
Aerial Photo Map

Figure 2



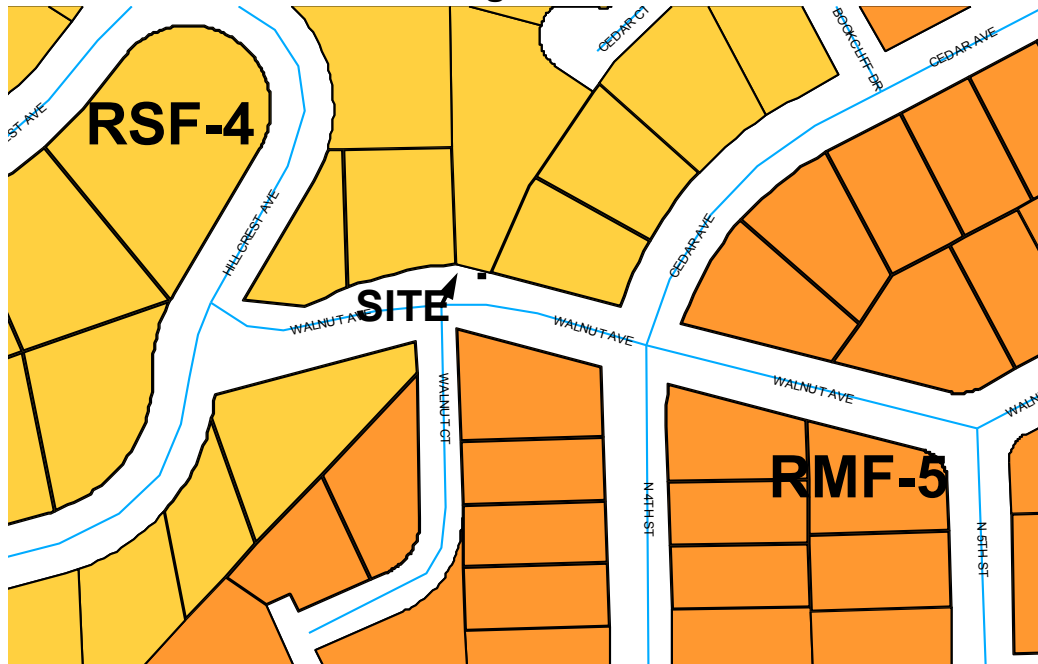
Future Land Use Map

Figure 3



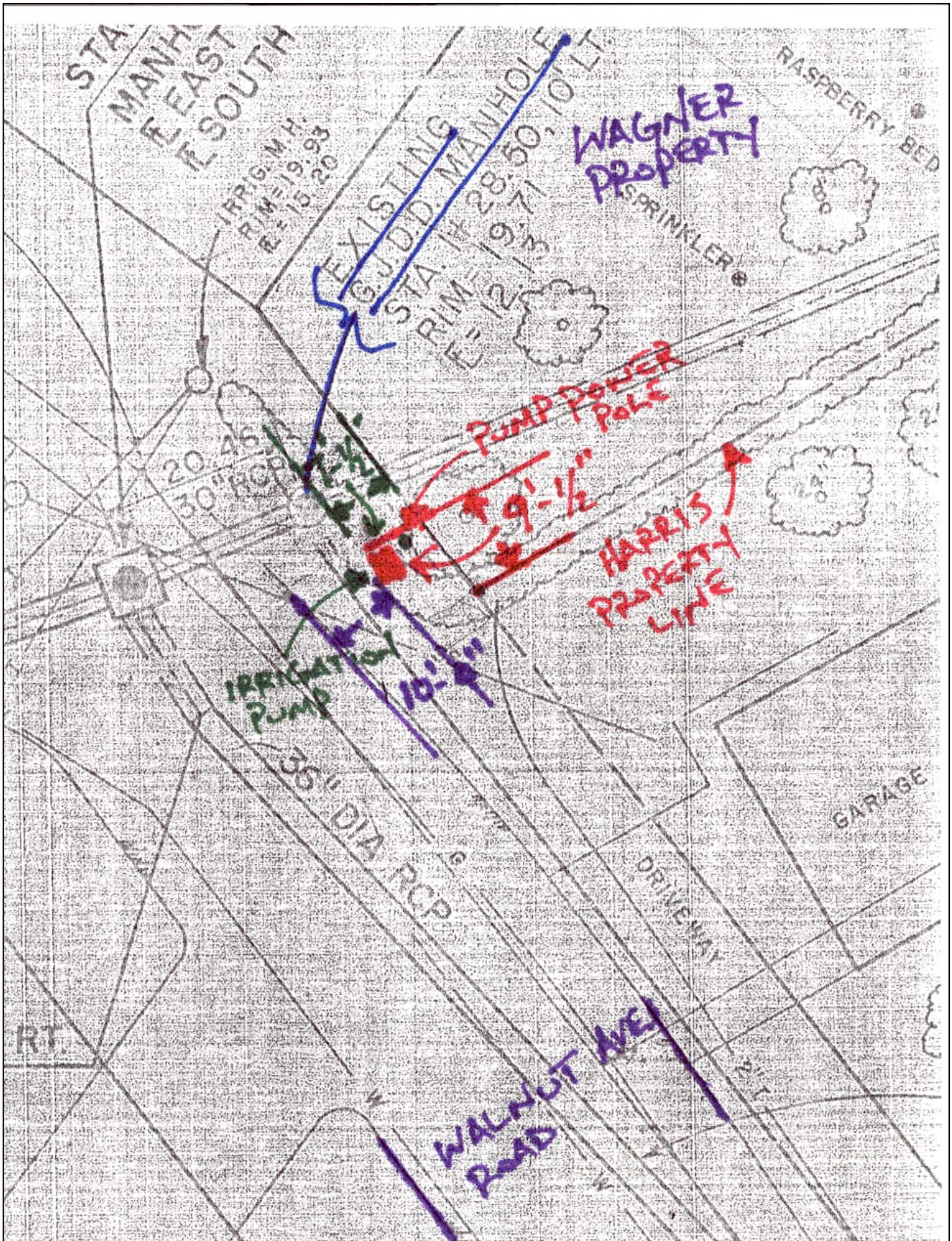
Existing City Zoning

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."

SITE PLAN



RESOLUTION NO. _____

**CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
WALNUT WATER WORKS, INC.**

Recitals.

1. Walnut Water Works, Inc., a Colorado nonprofit corporation, represents that it has since August 1, 1980, owned, operated and maintained an irrigation pump system, together with an appurtenant electric power supply and buried irrigation pipelines, to provide lawn and garden irrigation water for the use and benefit of the following described real properties in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Property No. 1:

Address: 410 Walnut Avenue
Tax Schedule No.: 2945-112-03-006
Legal Description: Lot 1, Block 5 of Bookcliff Park, situate in the NW ¼ of Section 11, Township 1 South, Range 1 West of the Ute Meridian

Property No. 2:

Address: 415 Walnut Avenue
Tax Schedule No.: 2945-112-08-001
Legal Description: Lot 1, Block 4 of Bookcliff Park, situate in the NW ¼ of Section 11, Township 1 South, Range 1 West of the Ute Meridian

and has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to continue to operate, maintain, repair and utilize said irrigation system within the limits of the following described public right-of-way for Walnut Avenue, to wit:

Commencing at the Southwest Corner of Lot 1 of Bookcliff Heights, situate in the Northwest ¼ of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado; thence from said Point of Commencement, Southeasterly a distance of 6.0 feet, more or less, to the center of an existing irrigation manhole; thence from the center of said irrigation manhole, following irrigation supply lines within the public right-of-way for Walnut Avenue to the intersections of the public right-of-way line for Walnut Avenue with the respective boundaries of Property No. 1 and Property No. 2 described above.

2. Based on the foregoing, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purposes aforescribed and within the limits of the public right-of-way

aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this _____ day of _____, 2005.

Attest:

President of the City Council

City Clerk

REVOCABLE PERMIT

Recitals

1. Walnut Water Works, Inc., a Colorado nonprofit corporation, represents that it has since August 1, 1980, owned, operated and maintain an irrigation pump system, together with an appurtenant electric power supply and buried irrigation pipelines, to provide lawn and garden irrigation water for the use and benefit of the following described real properties in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Property No. 1:

Address: 410 Walnut Avenue
Tax Schedule No.: 2945-112-03-006
Legal Description: Lot 1, Block 5 of Bookcliff Park, situate in the NW ¼ of Section 11, Township 1 South, Range 1 West of the Ute Meridian

Property No. 2:

Address: 415 Walnut Avenue
Tax Schedule No.: 2945-112-08-001
Legal Description: Lot 1, Block 4 of Bookcliff Park, situate in the NW ¼ of Section 11, Township 1 South, Range 1 West of the Ute Meridian

and has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to continue to operate, maintain, repair and utilize said irrigation system within the limits of the following described public right-of-way for Walnut Avenue, to wit:

Commencing at the Southwest Corner of Lot 1 of Bookcliff Heights, situate in the Northwest ¼ of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado; thence from said Point of Commencement, Southeasterly a distance of 6.0 feet, more or less, to the center of an existing irrigation manhole; thence from the center of said irrigation manhole, following irrigation supply lines within the public right-of-way for Walnut Avenue to the intersections of the public right-of-way line for Walnut Avenue with the respective boundaries of Property No. 1 and Property No. 2 described above.

2. Based on the foregoing, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purposes aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The pump will be buried and vaulted underground at its present location.
2. The electricity pole will be relocated to the property line.
3. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public roadways, sidewalks, utilities, or any other facilities presently existing or which may in the future exist in said right-of-way.
4. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.
5. The Petitioner, for itself and for its successors and assigns, agrees that it shall not hold nor attempt to hold the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.
6. The Petitioner agrees that it shall at all times keep the above described public rights-of-way in good condition and repair.
7. This Revocable Permit shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.
8. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2005.

Attest:

The City of Grand Junction
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioner:

By: _____
Joseph C. Oddonetto, President
Walnut Water Works, Inc.,
a Colorado nonprofit corporation

By: _____
Daniel Zambrano, Secretary
Walnut Water Works, Inc.,
a Colorado nonprofit corporation

AGREEMENT

Walnut Water Works, Inc., a Colorado nonprofit corporation, for itself and for its successors and assigns, does hereby agree to: Abide by each and every term and condition contained in the foregoing Revocable Permit; As set forth, indemnify the City of Grand Junction, its officers, employees and agents and hold the City of Grand Junction, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit; Within thirty (30) days of revocation of said Permit, peaceably surrender said public right-of-way to the City of Grand Junction and, at its sole cost and expense, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2005.

Walnut Water Works, Inc.,
a Colorado nonprofit corporation

Attest:

By:
Joseph C. Oddonetto, President
Walnut Water Works, Inc.,
a Colorado nonprofit corporation

By:
Daniel Zambrano, Secretary
Walnut Water Works, Inc.,
a Colorado nonprofit corporation

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2005, by Joseph C. Oddonetto as President and attested to by Daniel Zambrano as Secretary of Walnut Water Works, Inc., a Colorado nonprofit corporation.

My Commission expires: _____
Witness my hand and official seal.

Notary Public

Attach 7
Setting a Hearing on Vacating a Portion of the Elvira Drive Right-of-Way
 CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Vacate a portion of the Elvira Drive right-of-way, located north of G Road and west of 26 Road						
Meeting Date	November 16, 2005						
Date Prepared	November 7, 2005				File #PFP-2004-163		
Author	Lisa E. Cox, AICP			Senior Planner			
Presenter Name	As above			As above			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Introduction of a proposed vacation ordinance to vacate a portion of the Elvira Drive right-of-way, located north of G Road and west of 26 Road.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed vacation ordinance and set a public hearing for December 7, 2005.

Background Information: See attached Staff report/Background information

Attachments:

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

ANALYSIS:

1. Background:

The subject property was annexed into the City on September 17, 2000 as a part of the G Road North Enclave Annexation.

Wrights Mesa, LLC would like to develop approximately 7.39 acres as an 8-lot subdivision. Recognizing that access from G Road utilizing the existing Elvira Drive was not desirable because of the limited sight distance and steep topography, the proposed new subdivision known as Fox Run at The Estates was designed to take access from an internal street to be known as Fox Run. As a result of the subdivision design, a request to vacate a portion of the Elvira Drive right-of-way was included with the request to approve the new subdivision.

Due to the steep grades that currently exist on G Road at the point of intersection with Elvira Drive, and the limited sight distance, staff supports the request to vacate a portion of the right-of-way. All but the southern most 40 feet of the right-of-way at the intersection with G Road is proposed to be vacated. The City will retain this portion of right-of-way for future use with the upgrade and construction of G Road. The City will also retain a multipurpose easement along the south 482.60 feet of that portion of Elvira Drive that is vacated, for use of required utilities. Access currently being taken from Elvira Drive by the Olsen property will be provided via the new internal street to be known as Fox Run.

The proposed new development known as Fox Run at The Estates will have 8 lots and utilize Fox Run, an internal street, for access. To ensure adequate access for the Fire Department, the developer will be constructing a 16 foot wide asphalt private driveway on Lot 7 with a fire truck turnaround.

2. Consistency with the Growth Plan:

The request to vacate a portion of the Elvira Drive right-of-way is consistent with the goals and policies of the Growth Plan. Access for new lots created with the Fox Run at The Estates subdivision will be provided through internal streets. The vacation of a portion of the Elvira Drive right-of-way and the creation of a new internal street is also consistent with the Grand Valley Circulation Plan.

3. Section 2.11.C of the Zoning and Development Code:

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

- a. The Growth Plan, major street plan and other adopted plans and policies of the City. *The request to vacate a portion of the Elvira Drive right-of-way*

conforms to City requirements, plans and policies including the Grand Valley Circulation Plan.

- b. *No parcel shall be landlocked as a result of the vacation. There is no parcel that will be landlocked as a result of the requested vacation. In addition, adjacent property owners who own land abutting the Elvira Drive right-of-way have signed the Development Application and are co-applicants in the request to vacate a portion of the right-of-way.*
- c. *Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation. Access shall not be impacted as a result of the request to vacate. Access to the Olsen property, which is impacted more by the request to vacate than other adjacent parcels, will be provided by the new street known as Fox Run.*
- d. *There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services). No adverse impacts have been identified. A 16' wide asphalt private drive with fire truck turnaround will be constructed by the developer to assure access to Lots 7 and 8.*
- e. *The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning and Development Code. The provision of services shall not be inhibited. All required services shall be provided to the proposed new development and/or adjacent properties. A multi-purpose easement, located within a portion of the existing Elvira Drive right-of-way, shall be retained to ensure that sufficient utility easements are provided as required by City development standards.*
- f. *The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc. The City will benefit from the request to vacate through improved traffic circulation and a safer access to parcels currently utilizing Elvira Drive, as well as new parcels being developed off of the proposed Fox Run.*

When considering a request to vacate public right-of-way, City Council has requested that an estimate of the value of the property (right-of-way) be provided. The value provided herein is based on the City vacating the entire Elvira Drive right-of-way as indicated on Exhibit A (attached) and retaining a multi-purpose easement only on the hatched area indicated on Exhibit A. Based on these parameters, the value of said property is \$25,500.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Fox Run at The Estates application, PFP-2004-163, requesting a recommendation of approval to City Council to vacate a portion of the Elvira Drive right-of-way, the Planning Commission made the following findings of fact and conclusions:

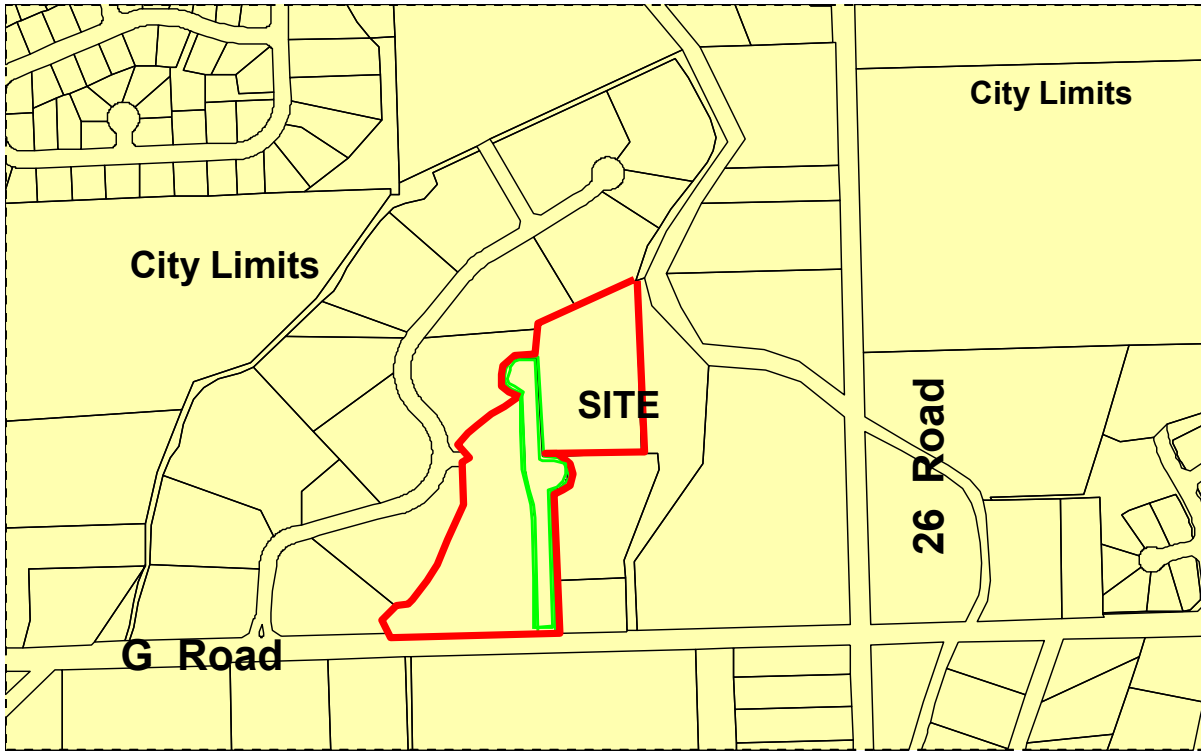
6. The review criteria in Section 2.11.C, Vacation of Public rights-of-way, of the Zoning and Development Code, have all been satisfied.
7. The proposed request to vacate a portion of the Elvira Drive right-of-way is consistent with the goals and policies of the Growth Plan and Future Land Use Map.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission made a recommendation of approval of the request to vacate a portion of the Elvira Drive right-of-way with the findings and conclusions listed above.

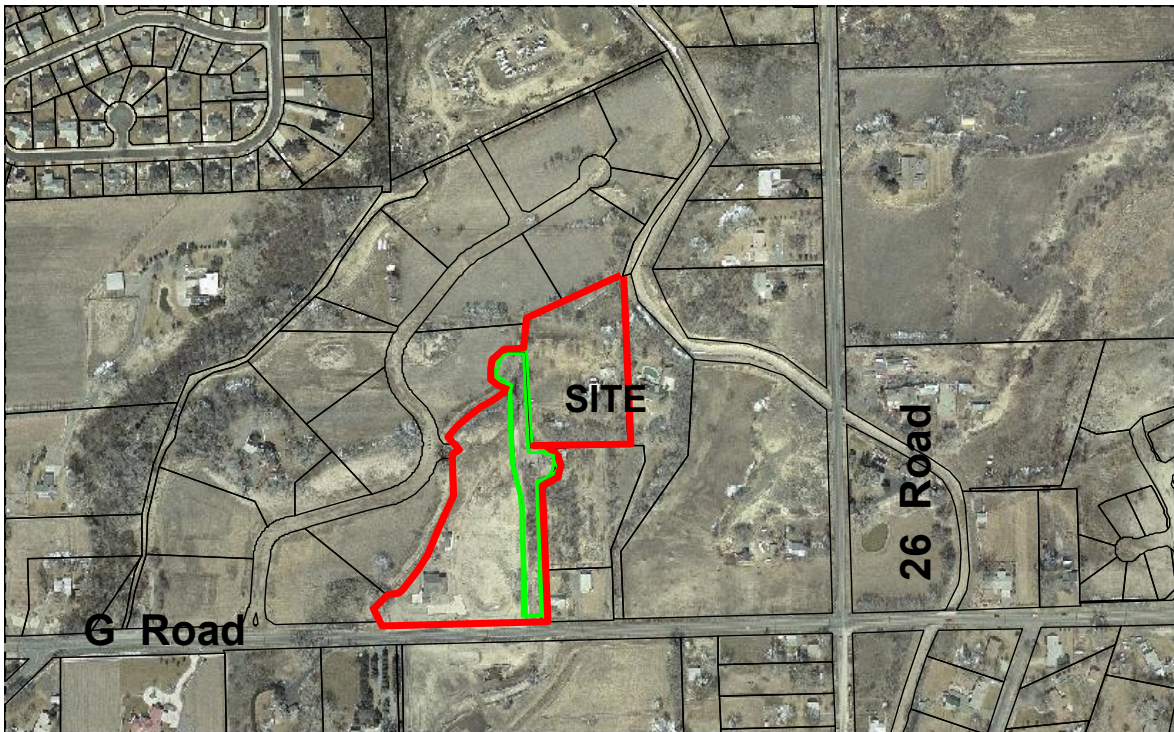
Site Location Map

Figure 1



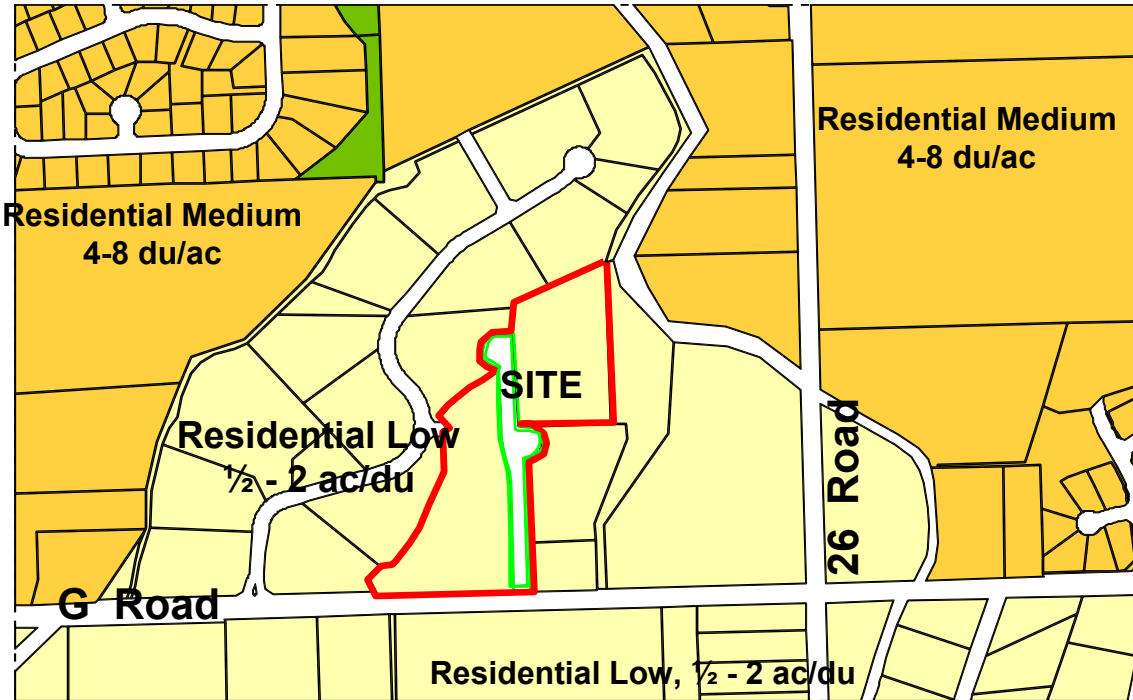
Aerial Photo Map

Figure 2



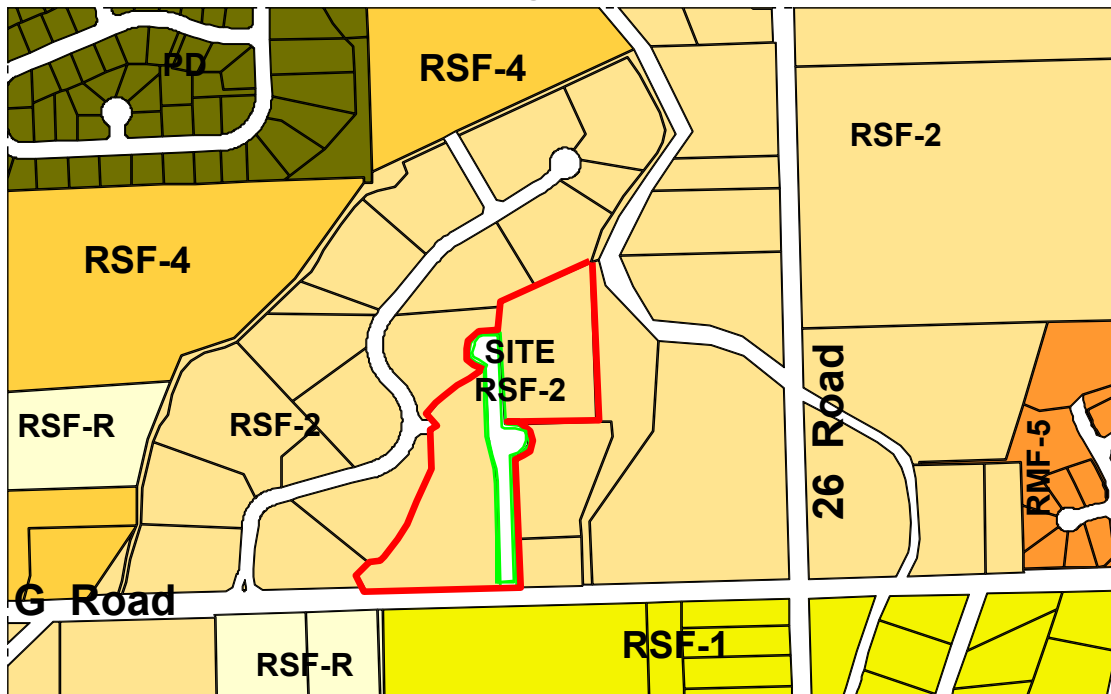
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



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

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

**AN ORDINANCE VACATING A PORTION OF THE ELVIRA DRIVE RIGHT-OF-WAY
LOCATED NORTH OF G ROAD AND WEST OF 26 ROAD**

RECITALS:

A request to vacate a portion of the dedicated right-of-way for Elvira Drive has been submitted by the following applicants:

Wrights Mesa, LLC, (Ted A. Martin, Mgr.)
Juliann A. Martin Family Trust (Juliann A. Martin, Trustee and Ted A. Martin, Trustee)
Douglas B. and Maria T. Rock
Jay A. and Sheryl J. Williams
David R. Olsen
John B. Olsen

The City Council finds that the request to vacate a portion of the dedicated right-of-way for Elvira Drive is consistent with the Growth Plan, the Grand Valley Circulation Plan and Section 2.11.C of the Zoning and Development Code.

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

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

The following described dedicated right-of-way for Elvira Drive is hereby vacated subject to the listed conditions:

1. Applicants shall pay all recording/documentation fees for the Vacation Ordinance, any easement documents and dedication documents.
2. The vacation ordinance will be recorded and shall be effective concurrent with the recordation of the Fox Run at The Estates subdivision final plat.

The following right-of-way is shown on "Exhibit A Vacated Elvira Drive" as part of this vacation description.

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

A strip of right-of-way situated in the SE ¼ of Section 34, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, now being vacated and described as follows: All that part of Elvira Drive, except the south 40.00 feet thereof, which will not be vacated and will remain right-of-way for G Road, as shown on the recorded subdivision plat of Steckel Subdivision as recorded in Plat Book 11 at Page 46 of said Mesa County records. And that portion of Elvira Drive, as

recorded in Book 999 at Page 545 of said Mesa County records. Also the City of Grand Junction will retain a multipurpose easement along the south 482.60 feet of that portion of Elvira Drive that is vacated.

Introduced for first reading on this _____ day of _____, 2005

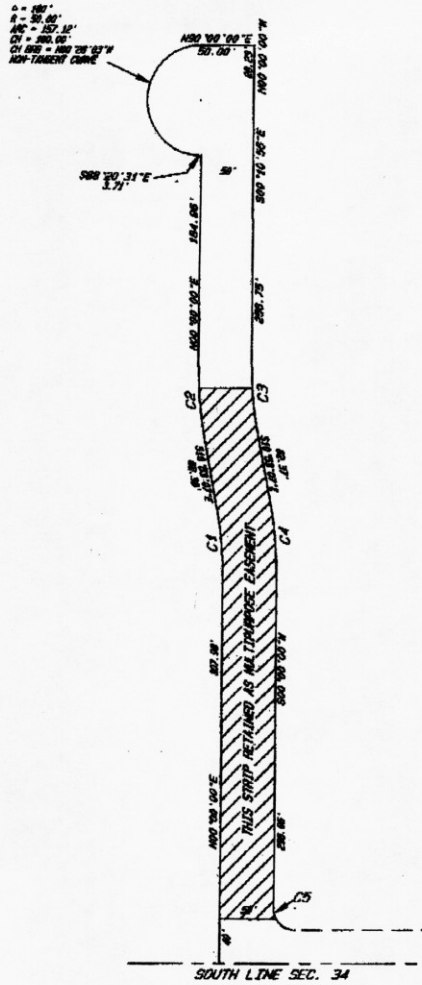
PASSED and ADOPTED this _____ day of _____, 2005.

ATTEST:

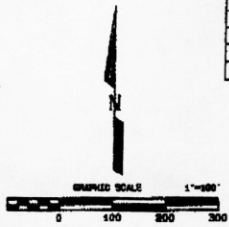
President of City Council

City Clerk

EXHIBIT A VACATED ELVIRA DRIVE



C	DELTA	ARC	RADIUS	CHORD	CHORD BEARING
C1	10°53'05"	65.04'	342.35'	64.94'	N05°26'33"N
C2	10°53'07"	74.94'	392.35'	74.43'	N05°26'33"N
C3	10°53'08"	65.04'	342.35'	64.94'	S05°26'33"E
C4	10°53'08"	74.94'	392.35'	74.43'	S05°26'34"E
C5	29°55'23"	10.45'	20.00'	10.33'	S14°58'12"E



D H SURVEYS, INC.

Attach 8
Setting a Hearing for the Hoffman Annexation Located at 3041 D Road
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Setting a hearing for the Hoffman Annexation located at 3041 D Road						
Meeting Date	November 16, 2005						
Date Prepared	November 10, 2005				File #ANX-2005-239		
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		X	Consent	Individual Consideration

Summary: Resolution referring a petition for annexation and introduction of a proposed ordinance. The 9.55 acre Hoffman Annexation consists of 1 parcel.

Budget: N/A

Action Requested/Recommendation: Approval of the Resolution of Referral, accepting the Hoffman Annexation petition and introduce the proposed Hoffman Annexation Ordinance, exercise land use jurisdiction immediately and set a hearing for December 21, 2005.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. Annexation / Location Map; Aerial Photo
3. Growth Plan Map; Zoning Map
4. Resolution Referring Petition
5. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION					
Location:		3041 D Road			
Applicants:		Owner: Arna Hoffman; Developer: Habitat for Humanity – Gabe DeGabriele; Representative: Austin Civil Group – Mark Austin			
Existing Land Use:		Residential			
Proposed Land Use:		Residential subdivision			
Surrounding Land Use:	North	Single Family Residential			
	South	Bureau of Reclamation			
	East	Bureau of Reclamation			
	West	Residential / Agricultural			
Existing Zoning:		County RSF-R			
Proposed Zoning:		City RMF-5			
Surrounding Zoning:	North	County PD 5.25 du/ac			
	South	County PD – Conservation Area			
	East	County PD – Conservation Area			
	West	County RSF-R			
Growth Plan Designation:		Residential Medium 4-8 du/ac			
Zoning within density range?		X	Yes		No

Staff Analysis:

ANNEXATION:

This annexation area consists of 9.55 acres of land and is comprised of 1 parcel. The property owners have requested annexation into the City as the result of needing a rezone in the County to subdivide. 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 Hoffman 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.

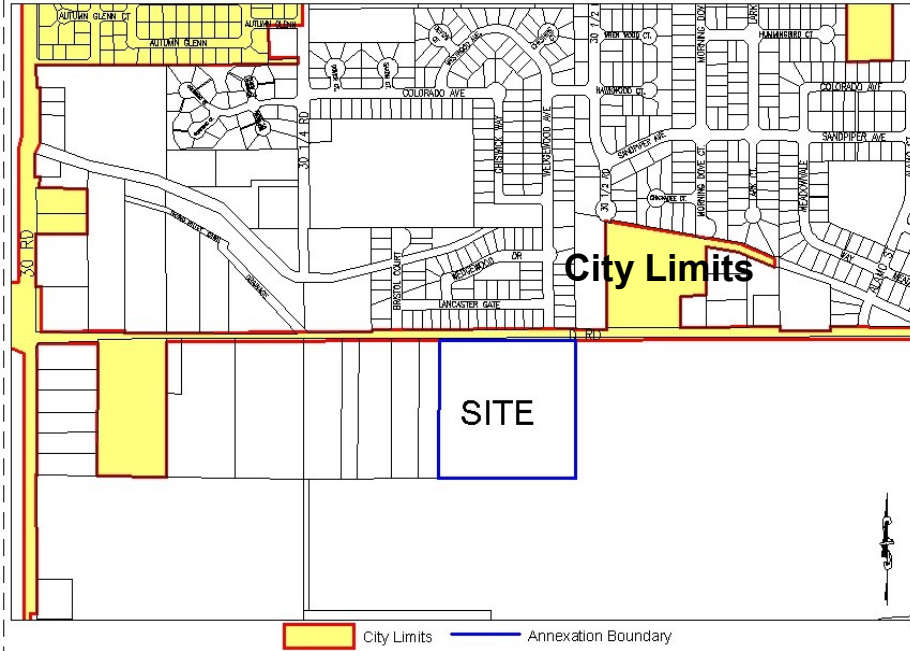
<i>ANNEXATION SCHEDULE</i>	
November 16, 2005	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
November 22, 2005	Planning Commission considers Zone of Annexation
December 7, 2005	Introduction Of A Proposed Ordinance on Zoning by City Council
December 21, 2005	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
January 22, 2005	Effective date of Annexation and Zoning

HOFFMAN ANNEXATION SUMMARY

File Number:		ANX-2005-239
Location:		3041 D Road
Tax ID Number:		2943-212-00-004
Parcels:		1
Estimated Population:		2
# of Parcels (owner occupied):		1
# of Dwelling Units:		1
Acres land annexed:		9.55 acres
Developable Acres Remaining:		9.34
Right-of-way in Annexation:		0.0 square feet
Previous County Zoning:		RSF-R
Proposed City Zoning:		RMF-5
Current Land Use:		Residential
Future Land Use:		Residential
Values:	Assessed:	= \$9,360
	Actual:	= \$117,640
Address Ranges:		3041-3049 D Road (odd only)
Special Districts:	Water:	Clifton Water
	Sewer:	Central Grand Valley Sanitation
	Fire:	Clifton Fire
	Irrigation/ Drainage:	Grand Valley Irrigation / Grand Junction Drainage
	School:	Mesa County School District #51
	Pest:	Upper Valley Pest & Grand River Mosquito

Site Location Map

Figure 1
Hoffman Annexation
Figure 5



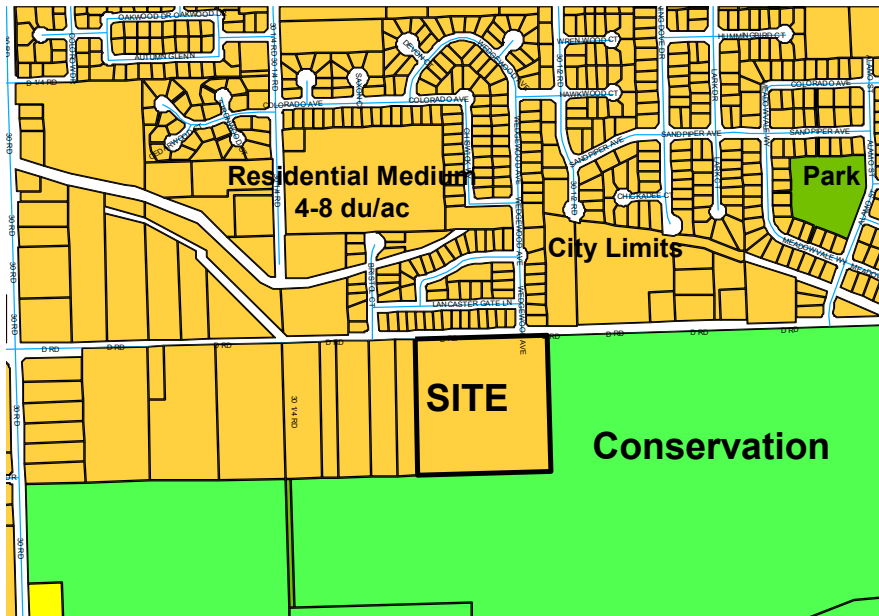
Aerial Photo Map

Figure 2



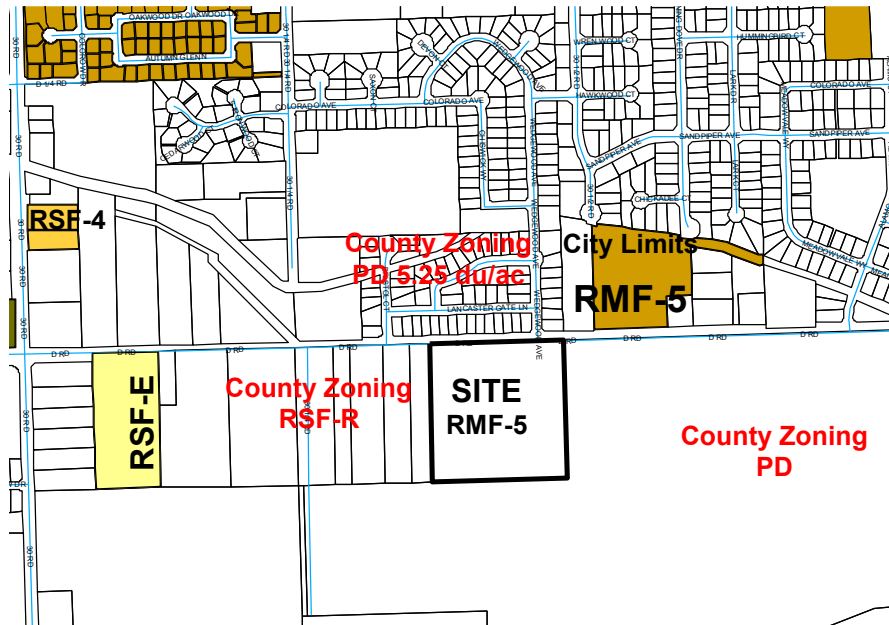
Future Land Use Map

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."

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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 16th of November, 2005, the following Resolution was adopted:

RESOLUTION NO. ____

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

HOFFMAN ANNEXATION

LOCATED AT 3041 D ROAD

WHEREAS, on the 16th day of November, 2005, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

HOFFMAN ANNEXATION

The Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE 1/4 NE 1/4 NW 1/4) of Section 21, Township 1 South, Range 1 East, of the Ute Principal Meridian, County of Mesa, State of Colorado, except the North 30 feet thereof.

Said parcel contains 9.55 acres (415,908 square feet), more or less, as described.

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

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

1. That a hearing will be held on the 21st day of December, 2005, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this _____ day of _____, 2005.

Attest:

President of the Council

City Clerk

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

City Clerk

<i>DATES PUBLISHED</i>
November 18, 2005
November 25, 2005
December 2, 2005
December 9, 2005

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

HOFFMAN ANNEXATION

APPROXIMATELY 9.55 ACRES

LOCATED AT 3041 D ROAD

WHEREAS, on the 16th day of November, 2005, 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 December, 2005; 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:

HOFFMAN ANNEXATION

The Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE 1/4 NE 1/4 NW 1/4) of Section 21, Township 1 South, Range 1 East, of the Ute Principal Meridian, County of Mesa, State of Colorado, except the North 30 feet thereof.

Said parcel contains 9.55 acres (415,908 square feet), more or less, as described.

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

INTRODUCED on first reading on the _____ day of _____, 2005 and ordered published.

ADOPTED on second reading this _____ day of _____, 2005.

Attest:

President of the Council

City Clerk

**Attach 9
Setting a Hearing on Zoning the Prairie View South Annexation**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Zoning the Prairie View South Annexation, located at 3028 and 3032 D ½ Road.					
Meeting Date	November 16, 2005					
Date Prepared	November 10, 2005			File #ANX-2005-233		
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	X	Consent	Individual Consideration

Summary: Introduction of a proposed zoning ordinance to zone the Prairie View South Annexation RMF-5, located at 3028 and 3032 D ½ Road.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed zoning ordinance and set a public hearing for the 7th of December, 2005.

Background Information: See attached Staff Report/Background Information

Attachments:

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

STAFF REPORT / BACKGROUND INFORMATION					
Location:		3028 and 3032 D ½ Road			
Applicants:		Owner/Developer: Koos Tri-Star, South LLC – Steve Edwards; Representative: Rolland Engineering			
Existing Land Use:		Residential / Agricultural			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Single Family Residential			
	South	Single Family Residential			
	East	Single Family Residential / Agricultural			
	West	Single Family Residential / Agricultural			
Existing Zoning:		County RSF-R			
Proposed Zoning:		City RMF-5			
Surrounding Zoning:	North	City RMF-5			
	South	County PUD – 3.61 du/ac			
	East	County RSF-R			
	West	County RSF-R			
Growth Plan Designation:		Residential Medium 4-8 du/ac			
Zoning within density range?		X	Yes		No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the RMF-5 district is consistent with the Growth Plan density of Residential Medium 4-8 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 zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6 as follows:

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

Response: The requested zoning is to place the property into an appropriate City zoning designation due to the annexation request. Therefore, this criterion 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 criterion is not applicable.

3. The proposed zone 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 RMF-5 zone district is compatible with the neighborhood and will not create any adverse impacts. Any issues that arise with development of the land will be addressed through the review of the proposed project.

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 criterion 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 criterion is not applicable.

Alternatives: In addition to the zoning that the petitioner has requested, the following zone districts would also be consistent with the Growth Plan designation for the subject property.

- a. RSF-4
- b. RMF-8

STAFF RECOMMENDATION

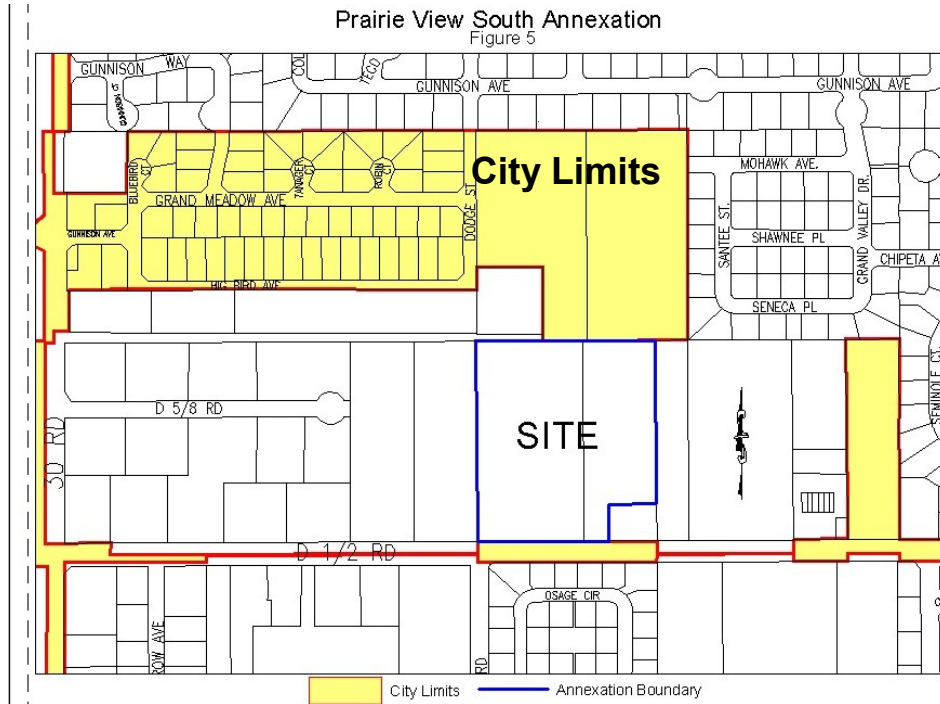
Staff recommends approval of the RMF-5 zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the RMF-5 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.

Site Location Map

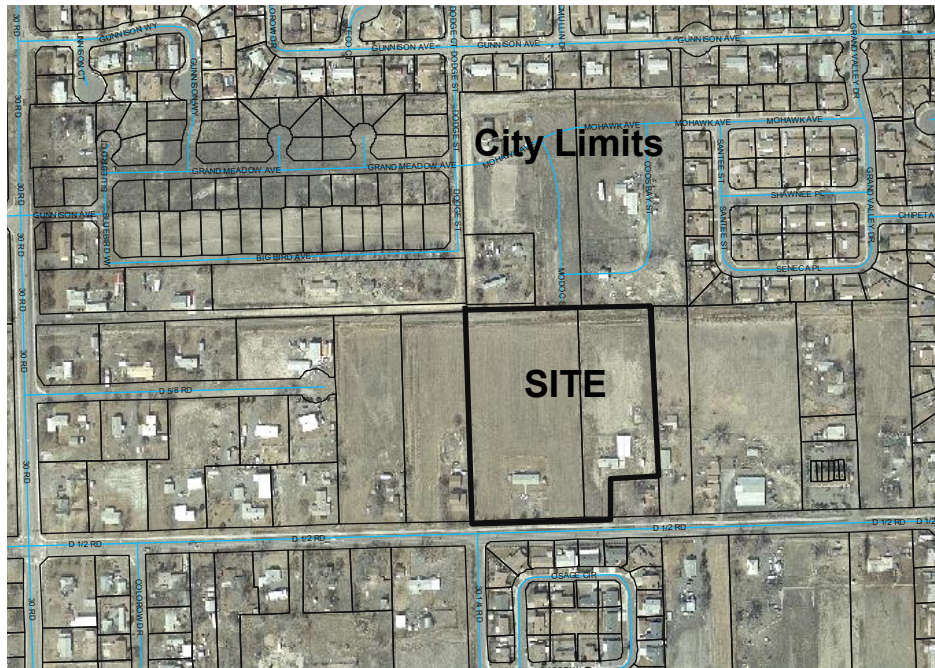
Figure 1

Prairie View South Annexation
Figure 5



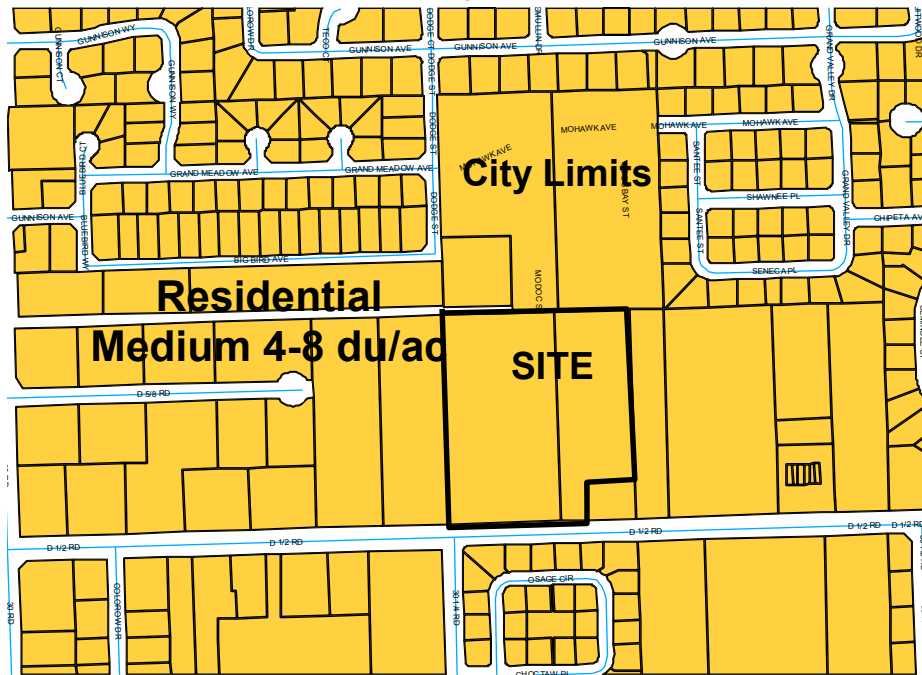
Aerial Photo Map

Figure 2



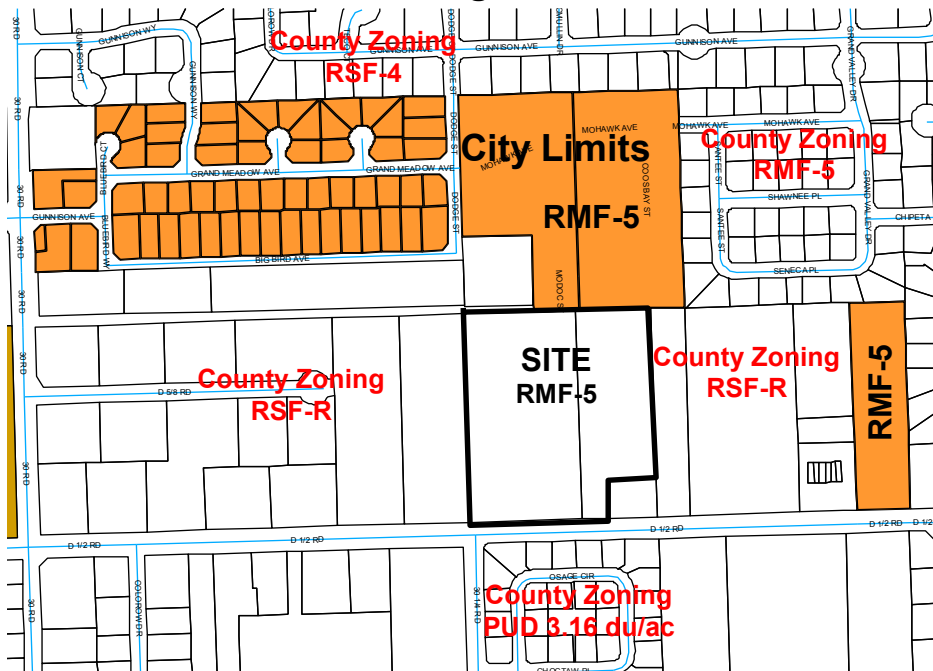
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



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

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE PRAIRIE VIEW SOUTH ANNEXATION TO
RMF-5**

LOCATED AT 3028 AND 3032 D 1/2 ROAD

Recitals.

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

The zone district meets the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and/or are generally compatible with appropriate 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 RMF-5 zone district be established.

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

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

The following property shall be zoned RMF-5 with a density not to exceed 5 units per acre.

PRAIRIE VIEW SOUTH ANNEXATION

A certain parcel of land located in the Southwest Quarter Southeast Quarter of the Northwest Quarter (SW1/4 SE1/4 NW1/4) of Section 16, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Beginning at the Northwest corner of the SW1/4 SE1/4 NW1/4 of said Section 16 and also being the assuming the North line of the SW1/4 SE1/4 NW1/4 of said Section 16 to bear N89°55'20"E with all bearings contained herein relative thereto; thence N89°55'20"E along the North line of the SW1/4 SE1/4 NW1/4 of said Section 16 a distance of 560.28 feet; thence S00°00'03"W a distance of 513.61 feet; thence S89°54'19"W a distance of 150.00 feet; thence S00°00'03"E a distance of 116.09 feet to a point of the Northerly right of way of D 1/2 Road; thence along said Northerly right of way of D 1/2 Road the following three (3) courses: (1) S89°54'18"W a distance of 79.74 feet to the Southerly projection of the East line of the Replat of Victorian Manor,

Plat Book 13, Page 524 Mesa County, Colorado public records; (2) thence N00°00'03"W along the said Southerly projected line a distance of 3.00 feet to the Southeast corner of said Replat of Victorian Manor; (3) thence S89°54'18"W a distance of 330.32 feet to the West line of the SW1/4 SE1/4 NW1/4 of said Section 16; thence N00°01'12"W along the West line of the SW1/4 SE1/4 NW1/4 of said Section 16 a distance of 626.87 feet to the Point of Beginning.

Said parcel contains 7.68 acres (334,379 square feet), more or less, as described.

Introduced on first reading this ____ day of _____, 2005 and ordered published.

Adopted on second reading this _____ day of _____, 2005.

Mayor

ATTEST:

City Clerk

Attach 10
Setting a Hearing to Create Alley Improvement District 2006
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Intent to Create Alley Improvement District 2006					
Meeting Date	November 16, 2005					
Date Prepared	November 9, 2005				File #	
Author	Michael Grizenko		Real Estate Technician			
Presenter Name	Mark Relph		Public Works & Utilities Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: Successful petitions have been submitted requesting a Local Improvement District be created to reconstruct the following seven alleys:

- East/West Alley from 5th to 6th, between Teller Avenue and Belford Avenue
- East/West Alley from 10th to 11th, between Main Street and Rood Avenue
- East/West Alley from 11th to 12th, between Main Street and Rood Avenue
- North/South Alley from 23rd to 24th, between Grand Avenue and Ouray Avenue
- East/West Alley from 17th to 18th, between Hall Avenue and Orchard Avenue
- North/South Alley from 22nd to Linda Lane, between Orchard Avenue and Walnut Avenue
- North/South Alley from 21st to 22nd, between Walnut Avenue and Bookcliff Avenue

A public hearing is scheduled for the January 4, 2006 City Council meeting.

Budget:

2006 Alley Budget	\$370,000
Estimated Cost to construct 2006 Alleys	\$340,500
Estimated Balance	\$ 29,500

Action Requested/Recommendation: Review and adopt the proposed resolution.

Attachments: 1) Summary Sheets 2) Maps 3) Resolution 4) Notice

Background Information: People's Ordinance No. 33 authorizes the City Council to create improvement districts and levy assessments when requested by a majority of the owners of the property to be assessed. Council may also establish assessment rates by resolution. The present rates for alleys are \$8.00 per abutting foot for residential single-family uses, \$15.00 per abutting foot for residential multi-family uses, and \$31.50

per abutting foot for non-residential uses. A summary of the process that follows submittal of the petition is provided below.

Items preceded by a √ indicate steps already taken with this Improvement District and the item preceded by a ► indicates the step being taken with the current Council action.

1. ► City Council passes a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.
2. Council conducts a public hearing and passes a Resolution creating the Improvement District. The public hearing is for questions regarding validity of the submitted petitions.
3. Council awards the construction contract.
4. Construction.
5. After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the Improvement District.
6. Council passes a Resolution approving and accepting the improvements, gives notice of a public hearing concerning a proposed Assessing Ordinance, and conducts a first reading of a proposed Assessing Ordinance.
7. Council conducts a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
8. The adopted Ordinance is published for three consecutive days.
9. The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at anytime during the ten-year period.

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 5TH STREET TO 6TH STREET TELLER AVENUE TO BELFORD AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• James A & Patricia C Bateman	125	15.00	1,875.00
• Frank Francese	50	8.00	400.00
Tammie Martin & James Dustin Finks	50	15.00	750.00
Allen Ray January	50	8.00	400.00
• Melody L Keane	75	8.00	600.00
Charles S & Roberta R McIntyre	50	15.00	750.00
• James D & Bettye L Estes	50	15.00	750.00
• Van Faith	50	8.00	400.00
• Judith Allerheiligen	50	8.00	400.00
• Michael E. O'Boyle	50	8.00	400.00
• Paul G & Christella K Lans	75	8.00	600.00
• James Price Rankin Family LP	<u>125</u>	15.00	<u>1,875.00</u>
TOTAL ASSESSABLE FOOTAGE	800		9,200.00

Estimated Cost to Construct	\$ 44,400.00
Absolute Cost to Owners	\$ <u>9,200.00</u>
Estimated Cost to City	\$ 35,200.00

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

- Indicates signatures in favor of improvements are 9/12 or 75% of the owners and 81% of the assessable footage.

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 10TH STREET TO 11TH STREET MAIN STREET TO ROOD AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Richard E Jones	50	15.00	750.00
• Mark & Regina Conklin	50	15.00	750.00
• Paul A Vogt & Margaret G Taylor	50	8.00	400.00
• David P & Colleen V Balak	50	8.00	400.00
Linda M Hermanns	50	8.00	400.00
• Stanley & Eva Williams	50	8.00	400.00
• Timothy D Strodtman	50	15.00	750.00
• Larry P & Linda C Rattan	50	15.00	750.00
James Golden	100	31.50	3,150.00
James Golden	50	31.50	1,575.00
• Philip D & Tricia D Raimer	50	8.00	400.00
• Garry Curry	50	8.00	400.00
• Donald E & Joan E Meyers	85	8.00	680.00
• Edward M Tiernan & Christine A Worth	<u>65</u>	8.00	<u>520.00</u>
ASSESSABLE FOOTAGE TOTAL	800		11,325.00

Estimated Cost to Construct	\$ 44,400.00
Absolute Cost to Owners	<u>\$ 11,325.00</u>
Estimated Cost to City	\$ 33,075.00

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

- Indicates owners signing in favor of improvements are 11/14 or 79% and 75% of the assessable footage.

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 11TH STREET TO 12TH STREET MAIN STREET TO ROOD AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
Larry P. & Linda C. Rattan	50	15.00	750.00
Larry P. & Linda C. Rattan	50	8.00	400.00
• Delene L & William J. Johnston	50	8.00	400.00
• Cindy A. Lomax & Jay A. Hutchins	50	8.00	400.00
• Susan F. Murray	50	8.00	400.00
• Margaret E. McCaffrey	50	8.00	400.00
Rhonda D, Thibault-Lloyd	50	8.00	400.00
• Katy & Todd Page	50	8.00	400.00
Carl Slagle	50.28	15.00	754.20
• Mary C. Donlan	50	8.00	400.00
• Jason D. Farrington	50	8.00	400.00
• James J. Sloggett	83.33	15.00	1,249.95
• James J. Sloggett	79.17	15.00	1,187.55
• James J. & Barbara F. Sloggett	68.75	8.00	550.00
Marjorie L. Montgomery	68.75	15.00	1,031.25
Doreen Gangle	50.28	8.00	402.24
ASSESSABLE FOOTAGE TOTAL	900.56		9,525.19

Estimated Cost to Construct	\$ 46,500.00
Absolute Cost to Owners	<u>\$ 9,525.19</u>
Estimated Cost to City	\$ 36,974.81

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

- Indicates owners signing in favor of improvements are 10/16 or 62.5% and 64.5% of the assessable footage.

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 23RD STREET TO 24TH STREET GRAND AVENUE TO OURAY AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Janet L. Nelson	60	8.00	480.00
• Raymond L. & Peggy C. Meininger	60	8.00	480.00
• Danny H. Rivera	60	8.00	480.00
Mark A. & Patricia S. Smith	60	8.00	480.00
Russell L. & Terah Bingham III	60	8.00	480.00
• Laura Adan	60	8.00	480.00
• Walter H. & Dorothy P. Warren	60	8.00	480.00
• Keith I. Mautz	60	8.00	480.00
• Jack L. & Colleen M. Rice, etal	60	8.00	480.00
• Mary Frances McCandless	60	8.00	480.00
• Lloyd J. & Barbara I. Nordhausen	60	8.00	480.00
• Gale W. & Deborah M. Kappauf	60	8.00	480.00
• Vickye Schrum, etal	60	8.00	480.00
• Octa Ann Haas	60	8.00	480.00
• Stancyn Enterprises, LLLP	60	8.00	480.00
• Marjorie L. Silzell	<u>60</u>	8.00	<u>480.00</u>
ASSESSABLE FOOTAGE TOTAL	960		7,680.00

Estimated Cost to Construct	\$ 50,000.00
Absolute Cost to Owners	<u>\$ 7,680.00</u>
Estimated Cost to City	\$ 42,320.00

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

- Indicates owners signing in favor of improvements are 12/16 or 75% and 75% of the assessable footage.

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 17TH STREET TO 18TH STREET HALL AVENUE TO ORCHARD AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
Virginia G. Blount	30	8.00	240.00
• Valerie Diane Swanson	54.30	8.00	434.40
John P & William T Springer	54.30	8.00	434.40
Mary C Krasnow	54.30	8.00	434.40
Richard M & Jana C Thomas II	105	8.00	840.00
• Ronald R & Ralph B Scribner	34.9	8.00	279.20
• Jeffery B Porter	85	8.00	680.00
• Harry G & Kathleen S Gerlock Jr.	98.9	8.00	791.20
• Paul & Mickie Harshman	<u>70.1</u>	8.00	<u>560.80</u>
ASSESSABLE FOOTAGE TOTAL	586.80		4,694.40

Estimated Cost to Construct	\$ 30,000.00
Absolute Cost to Owners	\$ <u>4,694.40</u>
Estimated Cost to City	\$ 25,305.60

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

- Indicates owners signing in favor of improvements = 5/9 or 56% and 58% of the assessable footage.

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 22nd STREET TO LINDA LANE ORCHARD AVENUE TO WALNUT AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• John A Ellis	60	8.00	480.00
• Cleo Montoya Espinoza & Sara Montoya	50	8.00	400.00
Russell D. Peek	60	8.00	480.00
Ronald L. Tibbetts	50	8.00	400.00
Paul A & Dianne E Lancaster	60	8.00	480.00
• Deborah D Scenters	65	8.00	520.00
• John J & Louise S Sutrina	60	8.00	480.00
• Helen E. Moon	65	8.00	520.00
• Sandra J. Wightman	60	8.00	480.00
• James H. & Rose Marie Hitchens	65	8.00	520.00
• Shay Roxanne Maldonado	60	8.00	480.00
• Kimberley K Parker	65	8.00	520.00
• John Lamicq III	60	8.00	480.00
• David M & Lori L DeJong	70	8.00	560.00
• Jeffry D & Rhonda S Gerbaz	60	8.00	480.00
• Richard A & Dorothy L Hahn	60	8.00	480.00
Louie E & Susan D Herrera	60	8.00	480.00
• Michael E O'Boyle	<u>170</u>	8.00	<u>1,360.00</u>
TOTAL ASSESSABLE FOOTAGE	1200		9,600.00

Estimated Cost to Construct	\$ 62,000.00
Absolute Cost to Owners	\$ <u>9,600.00</u>
Estimated Cost to City	\$ 52,400.00

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

- Indicates owners signing in favor of improvements are 14/18 or 78% and 81% of the assessable footage.

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 21st STREET TO 22nd STREET BOOKCLIFF AVENUE TO WALNUT AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Joseph D & Janet R Steinkirchner	60	8.00	480.00
• Beverly J Fossum	102	8.00	816.00
• Samuel J & Jonnie L Baldwin	60	8.00	480.00
• Wesley E & Nancy G Schubach	60	8.00	480.00
Violet Roeland	62.25	8.00	498.00
Lillian R Cavitt	60	8.00	480.00
Michael A Neville	62.25	8.00	498.00
Cecil James & Carol Sue Ritchie, Jr.	60	8.00	480.00
Edward & Peggy L Ilhareguy	60	8.00	480.00
Shirley M Palmer Trust	62.25	8.00	498.00
• R Mary & Lee A Dugdale	60	8.00	480.00
Westwood Rental LLC	62.25	8.00	498.00
• Richard R Roquemore	60	8.00	480.00
• Wesley E & Nancy G Schubach	62.25	8.00	498.00
Don L & Elizabeth G Kimberlin	60	8.00	480.00
• Robert D & Gail L Youngquist	62.25	8.00	498.00
• Annie Long	60	8.00	480.00
• John A. & Scott M. Nelson	62.25	8.00	498.00
William R & Bonnie L Hofferber	<u>62.25</u>	8.00	<u>498.00</u>
ASSESSABLE FOOTAGE TOTAL	1200		9,600.00

Estimated Cost to Construct	\$ 62,000.00
Absolute Cost to Owners	\$ <u>9,600.00</u>
Estimated Cost to City	\$ 52,400.00

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

- Indicates owners signing in favor of improvements is 10/18 or 56% and 54% of the assessable footage.

**PROPOSED ALLEY IMPROVEMENT DISTRICT
5TH STREET TO 6TH STREET
TELLER AVENUE TO BELFORD AVENUE**



**PROPOSED ALLEY IMPROVEMENT DISTRICT
10TH STREET TO 11TH STREET
MAIN STREET TO ROOD AVENUE**



**PROPOSED ALLEY IMPROVEMENT DISTRICT
11TH STREET TO 12TH STREET
MAIN STREET TO ROOD AVENUE**



**PROPOSED ALLEY IMPROVEMENT
23RD STREET TO 24TH STREET
GRAND AVENUE TO OURAY AVENUE**



**PROPOSED ALLEY IMPROVEMENT
17TH STREET TO 18TH STREET
HALL AVENUE TO ORCHARD AVENUE**



**PROPOSED ALLEY IMPROVEMENT
22ND STREET TO LINDA LANE
ORCHARD AVENUE TO WALNUT AVENUE**



**PROPOSED ALLEY IMPROVEMENT
21ST STREET TO 22ND STREET
WALNUT AVENUE TO BOOKCLIFF AVENUE**



RESOLUTION NO. _____

**A RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL
OF THE CITY OF GRAND JUNCTION, COLORADO, TO CREATE
WITHIN SAID CITY ALLEY IMPROVEMENT DISTRICT NO. ST- 06 AND
AUTHORIZING THE CITY ENGINEER TO PREPARE
DETAILS AND SPECIFICATIONS FOR THE SAME**

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

Location of Improvements:

- East/West Alley from 5th to 6th, between Teller Avenue and Belford Avenue
- East/West Alley from 10th to 11th, between Main Street and Rood Avenue
- East/West Alley from 11th to 12th, between Main Street and Rood Avenue
- North/South Alley from 23rd to 24th, between Grand Avenue and Ouray Avenue
- East/West Alley from 17th to 18th, between Hall Avenue and Orchard Avenue
- North/South Alley from 22nd to Linda Lane, between Orchard Avenue and Walnut Avenue
- North/South Alley from 21st to 22nd, between Walnut Avenue and Bookcliff Avenue

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

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

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

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

The South 50 feet of Lots 1 through 5, inclusive, Lots 6 through 27 inclusive, and the North 75 feet of Lots 28 through 32, inclusive, Block 16, City of Grand Junction; and also,
Lots 1 through 32, inclusive, Block 109, City of Grand Junction; and also,
Lots 1 through 32, inclusive, Block 110, City of Grand Junction; and also,
Lots 1 through 16, inclusive, Block 3, Mesa Gardens Subdivision; and also,
Lots 1 through 9, inclusive, Block 1, Elmwood Plaza Refiling and the East 35.1 feet of Lot 9, Block 1, North Sunnyvale Acres; and also,
Lots 1 through 10, inclusive, Block 3, Subdivision Del Rey Replat; and also,

Lots 3 through 9, inclusive, Block 1, Linda Lane Subdivision, Amended; and also, Beginning at the Southwest Corner of Lot 1, Block 1 Linda Lane Subdivision, Amended, thence North 170 feet; thence east 60 feet; thence South 60.5 feet; thence West 45 feet; thence South 109.5 feet; thence West 15 feet to the point of Beginning; and also, The west 60 feet of Lot 1 and Lots 2 through 9, inclusive, Block 1, Subdivision Del Rey Replat; and also, Lots 20 through 29, inclusive, Sungold Park Annex.

All in the City of Grand Junction, and Mesa County, Colorado.

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

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

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

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

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

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

The total amount of assessable footage for properties receiving the single-family residential rate is estimated to be 5,365.83 feet and the total amount of assessable footage for properties receiving the multi-family residential rate is estimated to be 931.53 feet; and the total amount of assessable footage receiving the non-residential rate is 150 feet.

3. That the assessments to be levied against the properties in said District to pay the cost of such improvements shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such costs becomes final, and, if paid during this period, the amount added for costs of collection and other incidentals shall be deducted; provided, however, that failure by any owner(s) to pay the whole assessment within said thirty (30) day period shall be conclusively considered as an election on the part of said owner(s) to pay the assessment, together with an additional six percent (6%) one-time charge for cost of collection and other incidentals, as required by the

Mesa County Treasurer's office, which shall be added to the principal payable in ten (10) annual installments, the first of which shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of 8 percent per annum on the unpaid principal, payable annually.

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

5. That Notice of Intention to Create said Alley Improvement District No. ST-06, and of a hearing thereon, shall be given by advertisement in one issue of The Daily Sentinel, a newspaper of general circulation published in said City, which Notice shall be in substantially the form set forth in the attached "**NOTICE**".

NOTICE

OF INTENTION TO CREATE ALLEY IMPROVEMENT DISTRICT NO. ST-06, IN THE CITY OF GRAND JUNCTION, COLORADO, AND OF A HEARING THEREON

PUBLIC NOTICE IS HEREBY GIVEN, pursuant to the request of a majority of the affected property owners, to the owners of real estate in the district hereinafter described and to all persons generally interested that the City Council of the City of Grand Junction, Colorado, intends to create Alley Improvement District No. ST-06, in said City for the purpose of reconstructing and paving certain alleys to serve the property hereinafter described which lands are to be assessed with the cost of the improvements, to wit:

The S 50 feet of Lots 1 through 5, inclusive, Lots 6 through 27 inclusive, and the North 75 feet of Lots 28 through 32, inclusive, Block 16, City of Grand Junction; and also,

Lots 1 through 32, inclusive, Block 109, City of Grand Junction; and also, Lots 1 through 32, inclusive, Block 110, City of Grand Junction; and also, Lots 1 through 16, inclusive, Block 3, Mesa Gardens Subdivision; and also, Lots 1 through 9, inclusive, Block 1, Elmwood Plaza Refiling and the East 35.1 feet of Lot 9, Block 1, North Sunnyvale Acres; and also,

Lots 1 through 10, inclusive, Block 3, Subdivision Del Rey Replat; and also, Lots 3 through 9, inclusive, Block 1, Linda Lane Subdivision, Amended; and also, Beginning at the Southwest Corner of Lot 1, Block 1 Linda Lane Subdivision, Amended, thence North 170 feet; thence East 60 feet; thence South 60.5 feet; thence West 45 feet; thence South 109.5 feet; thence West 15 feet to the point of Beginning; and also, The west 60 feet of Lot 1 and Lots 2 through 9, inclusive, Block 1, Subdivision Del Rey Replat; and also, Lots 20 through 29, inclusive, Sungold Park Annex.

All in the City of Grand Junction, and Mesa County, Colorado.

Location of Improvements:

- East/West Alley from 5th to 6th, between Teller Avenue and Belford Avenue
- East/West Alley from 10th to 11th, between Main Street and Rood Avenue
- East/West Alley from 11th to 12th, between Main Street and Rood Avenue
- North/South Alley from 23rd to 24th, between Grand Avenue and Ouray Avenue
- East/West Alley from 17th to 18th, between Hall Avenue and Orchard Avenue
- North/South Alley from 22nd to Linda Lane, between Orchard Avenue and Walnut Avenue
- North/South Alley from 21st to 22nd, between Walnut Avenue and Bookcliff Avenue

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

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

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

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

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

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

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

The total amount of assessable footage for properties receiving the single-family residential rate is estimated to be 5,365.83 feet and the total amount of assessable footage for properties receiving the multi-family residential rate is estimated to be 931.53 feet; and the total amount of assessable footage receiving the non-residential rate is 150 feet.

To the total assessable cost of \$61,624.59 to be borne by the property owners, there shall be, as required by the Mesa County Treasurer's Office, added six (6) percent for costs of collection and incidentals. The said assessment shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such cost shall have become final, and if paid during such period, the amount added for costs of collection and incidentals shall be deducted; provided however, that failure by any owner(s) to pay the whole assessment within said thirty (30) day period shall be conclusively considered as an election on the part of said owner(s) to pay the assessment, together with an additional six percent (6%) one-time charge for cost of collection and other incidentals, as required by the Mesa County Treasurer's Office, which shall be added to the principal payable in ten (10) annual installments which shall become due upon the same date upon which general taxes, or the first installment thereof, are by the laws of the State of Colorado, made payable. Simple interest at the rate of eight (8) percent per annum shall be charged on unpaid installments.

On January 4, 2006, at the hour of 7:00 o'clock P.M. in the City Council Chambers in City Hall located at 250 North 5th Street in said City, the Council will consider testimony that may be made for or against the proposed improvements by the owners of any real estate to be assessed, or by any person interested.

A map of the district, from which the share of the total cost to be assessed upon each parcel of real estate in the district may be readily ascertained, and all proceedings of the Council, are on file and can be seen and examined by any person interested therein in the office of the City Clerk during business hours, at any time prior to said hearing.

Dated at Grand Junction, Colorado, this _____ day of _____, 2005.

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

By: _____
City Clerk

PASSED and ADOPTED this ____ day of _____, 2005.

President of the Council

Attest:

City Clerk

Attach 11
2005 Sewer Line Replacements at Sherwood Park
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		2005 Sewer Line Replacements at Sherwood Park					
Meeting Date		November 16, 2005					
Date Prepared		November 9, 2005			File #		
Author		Mike Curtis Bret Guillory		Project Engineer Utilities Engineer			
Presenter Name		Mark Relph		Public Works and Utility Director			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: This project is a residential sewer line replacement project for the area north and east of Sherwood Park.

Budget:

Budget	Collection System Repl Fund 905 / F10200
905-F10200	\$475,000.00
Reallocate from 904-F10100	\$120,000.00
Reallocate from 904-F06400	\$100,000.00
Available Funds	\$695,000.00
Project Costs	
Engineering and Admin	\$60,545.84
ROW/Easements	\$11,250.00
Xcel Power Pole Relocations	\$17,997.00
Other sewer collection work	\$0.00
Construction Contract	\$561,230.50
Total Costs	\$651,023.34
Remaining Balance	\$43,976.66

Action Requested/Recommendation: Authorize the City Manager to sign a Construction Contract for the **2005 Sherwood Park Sewer Line Replacements** with Berry Brothers General Contractors in the amount of \$561,230.50.

Attachments: A vicinity map of the project areas is attached.

Background Information:

Bids for the project were opened on November 8, 2005. The low bid was submitted by Berry Brothers General Contractors in the amount of \$561,230.50. The following bids were received:

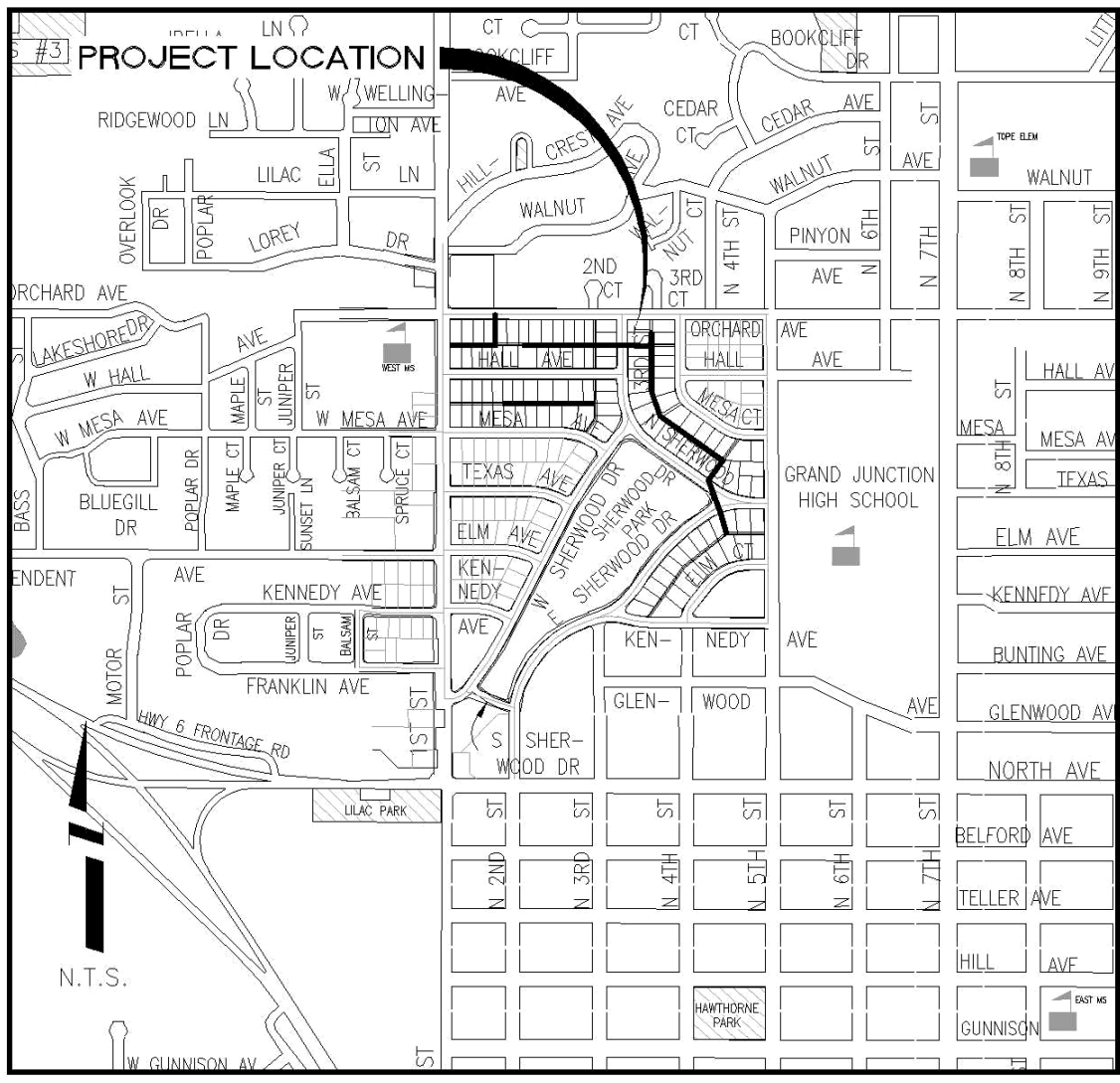
Bidder	From	Bid Amount Schedule A	Bid Amount Schedule B
BWR Constructors	Cortez		\$571,460.92
Claude H. Nix Construction	Ogden, UT		\$756,813.89
Berry Brothers General Contractors	Meeker	\$693,603.00	\$561,230.50
Engineers Estimate		\$604,403.00	\$529,939.00

This project was originally bid in February 2005, with bids opened on February 15, 2005. The bids ranged in cost from a low of \$608,311.85 for open trenching to a high bid of \$812,645.80 for boring. The conventional open trench alternative with limited boring was the lowest cost alternative. The construction budget for the project was \$312,000. Bids were rejected as they were almost double the project budget.

The project was redesigned eliminating the boring and substituting pipe bursting. The project will utilize “pipe bursting technology” to install 8 inch high density polyethylene pipe (HDPE) as well as conventional trenching to install 8 inch PVC pipe. Approximately 3,000 feet of 6 inch vitrified clay pipe will be replaced. Approximately 75% of the construction project is in residential back yards. Use of pipe bursting technology will minimize impact to the existing landscaping, fencing, and irrigation systems. Two alternatives were bid. Schedule A bid primarily conventional trench replacement with pipe bursting between houses along side yards.. Schedule B bid primarily pipe bursting with conventional trench used in open alley ways.

Construction is scheduled to start the first week of December 2005 with completion scheduled for the middle of March 2006. Due to difficulties in procuring HDPE pipe completion of the project may be delayed until April or May 2006. The current estimate on availability of HDPE pipe is January 2006.

VICINITY MAP



Attach 12

Change Order to the Construction Contract for the 2005 Waterline Replacements

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Change Order to the Construction Contract for the 2005 Waterline Replacements					
Meeting Date	November 16, 2005					
Date Prepared	November 9, 2005	File # - N/A				
Author	T. Kent Harbert	Project Engineer				
Presenter Name	Mark Relph	Public Works and Utilities Director				
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: This section of water line was not included in the original contract because it required a permit from the Union Pacific Railroad. The permit has come through so the work can proceed. This work includes a 215 LF bore under the Union Pacific Railroad tracks along 4th Avenue.

Budget: Project No.: 3011-F04829

Project costs:

Construction contract (previously awarded)	\$447,357
Change Order	\$84,638
Design	\$20,000
Construction Inspection and Administration (est.)	<u>\$30,000</u>
Total Project Costs	<u>\$581,995</u>

Project funding:

City budgeted funds (Account 3011 – Water Distribution)	
Budget for 2005	\$600,000
Total Project Costs	<u>\$582,000</u>
Balance	<u>\$18,000</u>

Action Requested/Recommendation: Authorize the City Manager to sign a Contract Change Order for the **2005 Waterline Replacements** to **M.A. Concrete Construction, Inc.** in the amount of **\$84,638.00**.

Attachments: none

Background Information:

The Change Order is for the inclusion of a section of water line to be bored under the Montrose branch of the Union Pacific Railroad, near the intersection of 4th Avenue and 4th Street. This is the eastern end of a waterline replacement that will extend from this location to the Riverside Neighborhood which is being done because of the alignment of the Riverside Parkway. The balance of the line will be installed by City crews.

Attach 13

**Acceptance of Grant Award from DOLA for a Mobile Communications Center
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Acceptance of Grant Award from DOLA for a Mobile Communications Center						
Meeting Date	November 16, 2005						
Date Prepared	November 10, 2005				File #		
Author	Sheryl Trent		Assistant to the City Manager				
Presenter Name	Sheryl Trent		Assistant to the City 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: This is a request that the City Council accept a grant award for \$200,000 from the DOLA Energy and Mineral Impact Assistance Grant for the purchase and equipping of a mobile communications vehicle for the Grand Junction Police Department. It will serve nineteen (19) emergency service and law enforcement agencies in Mesa County and serve as the command vehicle for major incidents.

Budget: There is current budget for this City funding that is a part of this request. In the past DOLA has requested that public funding be a part of any grant project. The E-911 fund will be contributing the necessary funding for the completion of the purchase.

Action Requested/Recommendation: That the City Council accept the grant and authorize the Mayor to sign.

Attachments: Contract from DOLA

Background Information: City staff applied for and received grant funding from DOLA for this project. Staff is ready to complete the purchase of the vehicle as a part of the project in 2006.

Contract Routing #
Vendor #
CFDA # N/A

**GRANT CONTRACT
ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM**

THIS CONTRACT, made by and between the State of Colorado for the use and benefit of the Department of Local Affairs, 1313 Sherman Street, Denver, Colorado 80203 hereinafter referred to as the State, and the City of Grand Junction, 250 N. 5th Street, Grand Junction, CO 81501, hereinafter referred to as the Contractor.

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 153, Appropriation Code Number 128, Org. Unit FAA0, GBL _____, Contract Encumbrance Number F06MLG4951; and

WHEREAS, required approval, clearance and coordination have been accomplished from and with appropriate agencies; and

WHEREAS, the State desires to assist political subdivisions of the state and state agencies that are experiencing social and economic impacts resulting from the development, processing, or energy conversion of minerals or mineral fuels; and

WHEREAS, pursuant to sections 34-63-102, C.R.S., the Local Government Mineral Impact Fund has been created, which fund is administered by the Department of Local Affairs, herein referred to as the "Department" through the Energy and Mineral Impact Assistance program; and

WHEREAS, pursuant to section 34-63-102(5)(a)(I), C.R.S., the Executive Director of the Department is authorized to make grants from the Local Government Mineral Impact Fund to political subdivisions, including public schools, for the planning, construction and maintenance of public facilities and for public services; and

WHEREAS, the Contractor, a political subdivision or state agency eligible to receive Energy and Mineral Impact Assistance funding, has applied to the Department for assistance; and

WHEREAS, the Executive Director of the Department desires to distribute said funds pursuant to law; and

WHEREAS, the Executive Director wishes to provide assistance in the form of a grant from the Local Government Mineral Impact Fund to the Contractor for the Project upon mutually agreeable terms and conditions as hereinafter set forth;

NOW THEREFORE, it is hereby agreed that:

1. **Scope of Services.** In consideration for the monies to be received from the State, the Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the State, all work elements as indicated in the "Scope of Services," set forth in the attached Exhibit A, herein referred to as the "Project." Costs incurred prior to the date of execution of this Contract by the State Controller or designee shall not be reimbursed by the State unless specifically allowed in the "Project Description, Objectives and Requirements" section of Exhibit A.
2. **Responsible Administrator.** The performance of the services required hereunder shall be under the direct supervision of Sheryl Trent, an employee or agent of the Contractor, who is hereby designated as the responsible administrator of the Project. At any time the Contractor wishes to change the responsible administrator, the Contractor shall propose and seek the State's approval of such replacement responsible administrator. The State's approval shall be evidenced through a Unilateral Contract Amendment to this contract initiated by the State as set forth in paragraph 8.b) of this Contract. Until such time as the State concurs in the replacement responsible administrator, the State may direct that Project work be suspended.
3. **Time of Performance.** This Contract shall become effective upon the date of proper execution of this Contract by the State Controller or designee. The Project contemplated herein shall commence as soon as practicable after the execution of this Contract and shall be undertaken and performed as set forth in the "Time of Performance" section of Exhibit A. Expenses incurred by the Contractor in association with the Project prior to

execution of this Contract by the State Controller or designee shall not be considered eligible expenditures for reimbursement by the State unless specifically allowed in the "Project Description, Objectives and Requirements" section of Exhibit A. The Contractor agrees that time is of the essence in the performance of its obligations under this Contract and that completion of the Project shall occur no later than the completion date set forth in the "Time of Performance" section of Exhibit A.

4. Authority to Enter into Contract and Proceed with Project. The Contractor assures and warrants that it possesses the legal authority to enter into this Contract. The person signing and executing this Contract on behalf of the Contractor does hereby warrant and guarantee that he/she has full authorization to execute this Contract. In addition, the Contractor represents and warrants that it currently has the legal authority to proceed with the Project. Furthermore, if the nature or structure of the Project is such that a decision by the electorate is required, the Contractor represents and warrants that it has held such an election and secured the voter approval necessary to allow the Project to proceed

5. Compensation and Method of Payment: Grant. In consideration for the work and services to be performed hereunder, the State agrees to provide to the Contractor a grant from the Local Government Mineral Impact Fund in an amount not to exceed TWO HUNDRED THOUSAND AND XX/100 Dollars (\$200,000.00). The method and time of payment of such grant funds shall be made in accordance with the "Payment Schedule" set forth in Exhibit A.

6. Reversion of Excess Funds to the State.

a) Any State funds paid to the Contractor and not expended in connection with the Project shall be remitted to the State upon completion of the Project or a determination by the State that the Project will not be completed. Any State funds not required for completion of the Project will be deobligated by the State.

b) It is expressly understood that if the Contractor receives funds from this Contract in excess of its fiscal year spending limit, all such excess funds from this Contract shall revert to the State. Under no circumstances shall excess funds from this Contract be refunded to other parties.

7. Financial Management and Budget. At all times from the effective date of this Contract until completion of the Project, the Contractor shall maintain properly segregated accounts of State funds, matching funds, and other funds associated with the Project. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, and shall be in accordance with the "Budget" section set forth in Exhibit A. Contractor may adjust individual budgeted expenditure amounts without approval of the State provided that no budget transfers to or between administration budget categories are proposed and provided that cumulative budgetary line item changes do not exceed Twenty Thousand Dollars (\$20,000.00), unless otherwise specified in the "Budget" section of Exhibit A. Any budgetary modifications that exceed these limitations must be approved by the State through a Bilateral Contract Amendment as set forth in Paragraph 8.c).

8. Modification and Amendment.

a) **Modification by Operation of Law.** This Contract is subject to such modifications as may be necessitated by changes in federal or state law or requirements. Any such required modifications shall be incorporated into and be part of this Contract as if fully set forth herein.

b) **Unilateral Amendment.** The State may unilaterally modify the following portions of this Contract when such modifications are requested by the Contractor or determined by the State to be necessary and appropriate. In such cases, the Amendment is binding upon proper execution of the Amendment by the State Controller's designee and without the signature of the Contractor.

- i) Paragraph 2 of this Contract, "Responsible Administrator";
- ii) Paragraph 3 of Exhibit A, Scope of Services "Time of Performance";
- iii) Paragraph 5 of Exhibit A, Scope of Services "Remit Address";
- iv) Paragraph 6 of Exhibit A, Scope of Services "Payment Schedule";
- v) Paragraph 22 of this Contract if applicable, Repayment of Loan, and Exhibit B, Loan Repayment Schedule

Contractor must submit a written request to the Department if modifications are required. Amendments to this Contract for the provisions outlined in this Paragraph 8 b. i) through v): Responsible Administrator,

Time of Performance, Remit Address, Payment Schedule, or Repayment of Loan and Loan Repayment Schedule can be executed by the State (Exhibit C1).

c) **Bilateral Amendment.** In the following circumstances, modifications shall be made by an Amendment signed by the Contractor, the Executive Director of the Department and the State Controller's designee. Such Amendments must be executed by the Contractor then the State and are binding upon proper execution by the State Controller's designee.

- i) unless otherwise specified in the "Budget" section of Exhibit A, when cumulative budgetary line item changes exceed Twenty Thousand Dollars (\$20,000.00);
- ii) unless otherwise specified in the "Budget" section of Exhibit A, when any budget transfers to or between administration budgetary categories are proposed;
- iii) when any other material modifications, as determined by the State, are proposed to Exhibit A or any other Exhibits;
- iv) when additional or less funding is needed and approved and modifications are required to Paragraph 5 of this Contract, "Compensation and Method of Payment" as well as to Exhibit A "Budget" and "Payment Schedule";
- v) when there are additional federal or state statutory or regulatory compliance changes in accordance with Paragraph 20 of this Contract.

Such Bilateral Amendment may also incorporate any modifications allowed to be made by Unilateral Amendment as set forth in subparagraph 8.b) of this paragraph.

Upon proper execution and approval, such Amendment (Exhibit C2) shall become an amendment to the Contract, effective on the date specified in the amendment. No such amendment shall be valid until approved by the State Controller or such assistant as he may designate. All other modifications to this Contract must be accomplished through amendment to the contract pursuant to fiscal rules and in accordance with subparagraph 8 d).

d) **Other Modifications.** If either the State or the Contractor desired to modify the terms of this Contract other than as set forth in subparagraphs b) and c) above, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Contract properly executed and approved in accordance with applicable law. Any amendment required per this subparagraph will require the approval of other state agencies as appropriate, e.g. Attorney General, State Controller, etc.

Such Amendment may also incorporate any modifications allowed to be made by Unilateral and Bilateral Amendment as set forth in subparagraphs 8.b) or 8.c) of this paragraph.

9. Audit.

a) **Discretionary Audit.** The State, through the Executive Director of the Department, the State Auditor, or any of their duly authorized representatives and the federal government or any of its duly authorized representatives shall have the right to inspect, examine and audit the Contractor's and any subcontractor's records, books, accounts and other relevant documents. For the purposes of discretionary audit, the State specifically reserves the right to hire an independent Certified Public Accountant of the State's choosing. A discretionary audit may be requested at any time and for any reason from the effective date of this Contract until five (5) years after the date of final payment for this Project is received by the Contractor, provided that the audit is performed during normal business hours.

b) **Mandatory Audit.** Whether or not the State or the federal government calls for a discretionary audit as provided above, the Contractor shall include the Project in its annual audit report as required by the Colorado Local Government Audit Law, 29-1-601, *et seq.*, C.R.S., and State implementing rules and regulations. Such audit reports shall be simultaneously submitted to the Department and the State Auditor. Thereafter, the Contractor shall supply the Department with copies of all correspondence from the State Auditor related to the relevant audit report. If the audit reveals evidence of non-compliance with applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to 29-1-607 or 29-1-608, C.R.S.

10. Conflict of Interest. The Contractor shall comply with the provisions of 18-8-308 and 24-18-101 through 24-18-109, C.R.S.

11. Contract Suspension. If the Contractor fails to comply with any contractual provision, the State may, after notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contractual funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions herein. The State may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the Project.

12. Contract Termination. This Contract may be terminated as follows:

a) **Termination Due to Loss of Funding.** The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract.

b) **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the State from the Contractor is determined.

c) **Termination for Convenience.** The State may terminate this Contract at any time the State desires. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. All finished or unfinished documents and other materials as described in subparagraph 12.b) above shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

13. Integration. This Contract, as written, with attachments and references, is intended as the complete integration of all understandings between the parties at this time and no prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed and approved pursuant to paragraph 8 of this Contract and applicable law.

14. Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term nor as waiver of a subsequent breach of the same term.

15. Binding on Successors. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

16. Assignment. Neither party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other party. No subcontract or transfer of Contract shall in any case release the Contractor of responsibilities under this Contract.

17. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

18. Successor in Interest. In the event the Contractor is an entity formed under intergovernmental agreement and the project is for the acquisition, construction or reconstruction of real or personal property to be used as a public facility or to provide a public service, the Contractor warrants that it has established protections that ensure that, in the event the Contractor entity ceases to exist, ownership of the property acquired or improved shall pass to a constituent local government or other eligible governmental successor in interest, or other successor if specifically authorized in Exhibit A, so that the property can continue to be used as a public facility or to provide a public service.

19. Non-Discrimination. The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws and requirements with respect to discrimination and unfair employment practices.

20. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.

21. Order of Precedence. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. Colorado Special Provisions
- B. Contract
- C. The Scope of Services, Exhibit A

SPECIAL PROVISIONS

(For Use Only with Inter-Governmental Contracts)

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 D 002 00

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.

Effective Date: August 1, 2005

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:
BILL OWENS, GOVERNOR

CITY OF GRAND JUNCTION, COLORADO
Legal Name of Contracting Entity

By Michael L. Beasley, Executive Director

846000592
Social Security Number or FEIN

Department of Local Affairs

Signature of Authorized Officer

PRE-APPROVED FORM CONTRACT REVIEWER:

MAYOR
Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk) (Place corporate seal here, if available)

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.

STATE CONTROLLER:
Leslie M. Shenefelt

By _____
Rose Marie Auten, Controller
Department of Local Affairs

Date _____

Effective Date: August 1, 2005

EXHIBIT A
SCOPE OF SERVICES

**EXHIBIT A
SCOPE OF SERVICES**

1. PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS

The Project consists of purchasing and equipping a mobile communications vehicle and constructing a storage garage for the vehicle. The mobile communications center will be owned by the City of Grand Junction. It will be operated and maintained by the E911 Telephone Authority Board to serve 19 emergency service and law enforcement organizations in Mesa County as well as neighboring local governments in the region.

If cost savings are incurred while completing the Project, the State may require that those savings be split on a pro-rata basis between the State and the Contractor.

Purchase of the vehicle and equipment will follow a competitive procurement process.

Eligible expenses include the purchase of the van and equipment and the costs of design, labor and materials associated with construction of a storage garage for the vehicle.

Energy and Mineral Impact Assistance funds in the amount TWO HUNDRED THOUSAND AND XX/100 Dollars (\$200,000.00) are provided under this Contract to finance Project costs. The Contractor is expected to provide FOUR HUNDRED THOUSAND AND XX/100 Dollars (\$400,000.00) in Project financing, and, in any event, is responsible for all Project cost in excess TWO HUNDRED THOUSAND AND XX/100 Dollars (\$200,000.00).

Construction plans and specifications shall be drawn up by a qualified engineer licensed in the State of Colorado and hired by the Contractor through a competitive selection process.

A construction contract shall be awarded to a qualified construction firm through a formal public bid process with the Contractor being obligated to award the construction contract to the lowest responsible bidder meeting the Contractor's specifications.

Copies of any and all contracts entered into by the Contractor in order to accomplish this Project shall be submitted to the Department of Local Affairs upon request, and any and all contracts entered into by the Contractor or any of its subcontractors shall comply with all applicable federal and Colorado state laws and shall be governed by the laws of the State of Colorado notwithstanding provisions therein to the contrary.

Contractor agrees to acknowledge the state Department of Local Affairs in any and all materials or events designed to promote or educate the public about the project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

2. ENERGY AND MINERAL IMPACT

Grand Junction has a long history of boom and bust. Growth in the 1990s brought new subdivisions and residents requiring emergency services. As a regional service center and the largest municipality between Denver and Salt Lake City, Grand Junction is home to numerous energy support businesses and employees working in the industry.

3. TIME OF PERFORMANCE

The Project shall commence upon the full and proper execution of this Contract and shall be completed on or before November 30, 2006. However, in accordance with paragraph 8.b. or 8.c. contained within the main body of this Contract, the Project time of performance may be extended by a Contract Amendment. To initiate this process, a written request shall be submitted to the State by the Contractor at least thirty (30) days prior to November 30, 2006 and shall include a full justification for the time extension.

EIAF #4951 - G.J. Mobile Communications Center

4.

BUDGET
Revenues

Energy/Mineral Impact - GRANT	\$200,000
Contractor Funds	<u>400,000</u>
Total	\$600,000

Expenditures

Purchase/Equipment Vehicles	\$562,000
Storage Garage	<u>38,000</u>
Total	\$600,000

5.

REMIT ADDRESS:

250 N 5th Street
Grand Junction, CO 81501

6.

PAYMENT SCHEDULE

Grant Payments

\$20,000	Initial payment to be made within thirty (30) days of the date of execution of this Contract.
160,000	In interim payments reimbursing the Contractor for actual expenditures made in the performance of this Contract. Payments shall be based upon properly documented financial and narrative status reports detailing expenditures made to date.
<u>20,000</u>	Final payment to be made upon the completion of the Project and submission of final financial and narrative status reports documenting the expenditure of all Energy/Mineral Impact Assistance funds for which payment has been requested.
\$200,000	Total

7.

CONTRACT MONITORING

The State shall monitor this Contract on an as-needed basis.

8.

REPORTING SCHEDULE

At the time Contractor initiates payment requests, the Contractor shall submit financial and narrative status reports detailing Project progress and properly documenting all to-date expenditures of Energy and Mineral Impact Assistance funds.

EXHIBIT C1

EIAF # ___ - ___ (Insert Project Title)

EXHIBIT C1

Contract Routing #
Encumbrance #
Vendor # (for Remit Address)
APPR GBL
CFDA# N/A

Unilateral
Amendment # ___ of (Type of Contract – Grant/Loan/Grant-Loan)
Between Colorado Department of Local Affairs and (Grantee Name and Address)

State Executed Contract Modifications (use state signature page only)

A. Modifications to Contract Boilerplate

Responsible Administrator: Delete old Administrator's name and insert in lieu thereof new "Responsible Administrator".

Repayment of Loan: Delete current "#22." and insert in lieu thereof new "#22.".

B. Modifications to Exhibit A, Scope of Service.

Time of Performance: "Time of Performance is modified by deleting "Date" and inserting in lieu thereof "Date".

Remit Address: Delete current "Remit Address" and insert in lieu thereof new "Remit Address".

Payment Schedule: Delete current "Payment Schedule" and insert in lieu thereof new "Payment Schedule".

C. Modifications to Exhibit B, Loan Repayment Schedule:

Delete current Loan Repayment Schedule and insert in lieu thereof new Loan Repayment Schedule.

All of the terms and conditions of the Original Contract remain unchanged except for those terms and conditions modified by this Amendment # ___ and all previous amendments. Both parties also expressly understand that this Amendment # ___ is incorporated into the Original Contract.

Reviewed by:

Department of Local Affairs

Pre-approved Form Contract Reviewer

Michael L. Beasley, Executive Director

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.

**STATE CONTROLLER:
Leslie M. Shenefelt**

By _____
Rose Marie Auten, Controller
Department of Local Affairs

Date: _____

EXHIBIT C2

EIAF # _____ - _____ (Insert Project Title)

EXHIBIT C2

Contract Routing #	
Encumbrance #	
Vendor # (for Remit Address)	
APPR	GBL
CFDA#	N/A

Bilateral
Amendment # _____ of (Type of Contract – Grant/Loan/Grant-Loan)
Between Colorado Department of Local Affairs and (Grantee Name and Address)

State and Contractor Executed Modifications (use state and contractor signature page)

A. Modifications to Contract Boilerplate

Compensation and Method of Payment:

"Compensation and Method of Payment" in the Original Contract is modified by deleting " Amount " and inserting in lieu thereof " Amount ".

Responsible Administrator: Delete old Administrator's name and insert in lieu thereof new "Responsible Administrator".

Compliance with Applicable Laws: Paragraph #20, "Compliance with Applicable Laws" in the Original Contract is modified as follows: Include existing language "**is revised to read**" and the revised language.

Repayment of Loan: Delete current "#22." and insert in lieu thereof new "#22".

B. Modifications to Exhibit A, Scope of Services.

Project Description, Objectives and Requirements: "1. Project Description, Objectives, and Requirements, Subsection A." is modified as follows: Include existing language "**is revised to read**" and the revised language.

Energy and Mineral Impact: 2. "Energy and Mineral Impact" is modified by deleting current Energy and Mineral Impact and inserting new Energy and Mineral Impact.

Time of Performance: "Time of Performance" is modified by deleting current Date and inserting new Date.

Budget: 4. "Budget" is modified by deleting the current Budget and inserting new Budget.

Remit Address: 5. "Remit Address" is modified by deleting the current Remit Address and inserting new Remit Address.

Payment Schedule: 6. "Payment Schedule" is modified by deleting current Payment Schedule and inserting new Payment Schedule.

Contract Monitoring: 7. "Contract Monitoring" is modified by deleting current Contract Monitoring and inserting new Contract Monitoring.

Reporting Schedule: 8. "Reporting Schedule" is modified by deleting current Reporting Schedule and inserting new Reporting Schedule.

C. Modifications to Exhibit B, Loan Repayment Schedule:

Delete current "Exhibit B Loan Repayment Schedule and insert new "Exhibit B Loan Repayment Schedule.

All of the terms and conditions of the Original Contract remain unchanged except for those terms and conditions modified by this Amendment # _____ and all previous amendments. Both parties also expressly understand that this Amendment # _____ is incorporated into the Original Contract.

EIAF # _____ - _____ (Insert Project Title)

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:
BILL OWENS, GOVERNOR

Legal Name of Contracting Entity

By _____
Michael L. Beasley, Executive Director
Department of Local Affairs

Social Security Number or FEIN

Signature of Authorized Officer

PRE-APPROVED FORM CONTRACT REVIEWER:

By _____

Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate seal or attestation is required.)

Attest (Seal) By _____

(Corporate Secretary or Equivalent, or Town/City/County Clerk)

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.

STATE CONTROLLER:
Leslie M. Shenefelt

By _____
Rose Marie Auten, Controller
Department of Local Affairs

Date _____

Effective Date: August 1, 2005

Attach 14

Acceptance of Grant Award from DOLA for the El Poso Curb, Gutter, and Sidewalk Construction Project

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Acceptance of Grant Award from DOLA for the El Poso Curb, Gutter and Sidewalk Construction Project						
Meeting Date	November 16, 2005						
Date Prepared	November 10, 2005				File #		
Author	Sheryl Trent		Assistant to the City Manager				
Presenter Name	Sheryl Trent		Assistant to the City Manager				
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When		
Citizen Presentation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name		
Workshop	<input checked="" type="checkbox"/>	Formal Agenda			<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: This is a request that the City Council accept a grant award for \$500,000 from the DOLA Energy and Mineral Impact Assistance Grant for construction of curb, gutter and sidewalk in the El Poso neighborhood. This grant award is contingent upon the successful passage of a Special Improvement District (SID) by the affected property owners.

Budget: There is current budget for this City funding that is a part of this request. In the past DOLA has requested that public funding be a part of any grant project. The Capital Improvement Plan has the funding allocated for 2006, and the general fund will be contributing the necessary funding for the completion of the construction project.

Action Requested/Recommendation: That the City Council accept the grant and authorize the Mayor to sign.

Attachments: Contract from DOLA

Background Information: City staff applied for and received grant funding from DOLA for this project. Staff is ready to complete the construction of curb, gutter and sidewalk as a part of the project in 2006.

Contract Routing #
Vendor #
CFDA # N/A

GRANT CONTRACT ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM
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THIS CONTRACT, made by and between the State of Colorado for the use and benefit of the Department of Local Affairs, 1313 Sherman Street, Denver, Colorado 80203 hereinafter referred to as the State, and the City of Grand Junction, 250 North 5th Street, Grand Junction, Colorado 81501, hereinafter referred to as the Contractor.

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 152, Appropriation Code Number 127, Org. Unit FBA0, GBL _____, Contract Encumbrance Number F05S4752; and

WHEREAS, required approval, clearance and coordination have been accomplished from and with appropriate agencies; and

WHEREAS, the State desires to assist political subdivisions of the state and state agencies that are experiencing social and economic impacts resulting from the development, processing, or energy conversion of minerals or mineral fuels; and

WHEREAS, pursuant to 39-29-110, C.R.S., the Local Government Severance Tax Fund has been created, which fund is administered by the Department of Local Affairs, herein referred to as the "Department," through the Energy and Mineral Impact Assistance program; and

WHEREAS, pursuant to section 39-29-110(1)(a) and (b)(I), C.R.S., the Executive Director of the Department is authorized to make grants from the Local Government Severance Tax Fund to those political subdivisions socially or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels for the planning, construction, and maintenance of public facilities and for the provision of public services; and

WHEREAS, the Contractor, a political subdivision or state agency eligible to receive Energy and Mineral Impact Assistance funding, has applied to the Department for assistance; and

WHEREAS, the Executive Director of the Department desires to distribute said funds pursuant to law; and

WHEREAS, the Executive Director wishes to provide assistance in the form of a grant from the Local Government Severance Tax Fund to the Contractor for the Project upon mutually agreeable terms and conditions as hereinafter set forth;

NOW THEREFORE, it is hereby agreed that:

1. **Scope of Services.** In consideration for the monies to be received from the State, the Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the State, all work elements as indicated in the "Scope of Services," set forth in the attached Exhibit A, herein referred to as the "Project." Costs incurred prior to the date of execution of this Contract by the State Controller or designee shall not be reimbursed by the State unless specifically allowed in the "Project Description, Objectives and Requirements" section of Exhibit A.
2. **Responsible Administrator.** The performance of the services required hereunder shall be under the direct supervision of Cheryl Trent an employee or agent of the Contractor, who is hereby designated as the responsible administrator of the Project. At any time the Contractor wishes to change the responsible administrator, the Contractor shall propose and seek the State's approval of such replacement responsible administrator. The State's approval shall be evidenced through a Unilateral Contract Amendment to this contract initiated by the State as set forth in paragraph 8.b) of this Contract. Until such time as the State concurs in the replacement responsible administrator, the State may direct that Project work be suspended.
3. **Time of Performance.** This Contract shall become effective upon the date of proper execution of this Contract by the State Controller or designee. The Project contemplated herein shall commence as soon as

practicable after the execution of this Contract and shall be undertaken and performed as set forth in the "Time of Performance" section of Exhibit A. Expenses incurred by the Contractor in association with the Project prior to execution of this Contract by the State Controller or designee shall not be considered eligible expenditures for reimbursement by the State unless specifically allowed in the "Project Description, Objectives and Requirements" section of Exhibit A. The Contractor agrees that time is of the essence in the performance of its obligations under this Contract and that completion of the Project shall occur no later than the completion date set forth in the "Time of Performance" section of Exhibit A.

4. Authority to Enter into Contract and Proceed with Project. The Contractor assures and warrants that it possesses the legal authority to enter into this Contract. The person signing and executing this Contract on behalf of the Contractor does hereby warrant and guarantee that he/she has full authorization to execute this Contract. In addition, the Contractor represents and warrants that it currently has the legal authority to proceed with the Project.

Furthermore, if the nature or structure of the Project is such that a decision by the electorate is required, the Contractor represents and warrants that it has held such an election and secured the voter approval necessary to allow the Project to proceed.

5. Compensation and Method of Payment: Grant. In consideration for the work and services to be performed hereunder, the State agrees to provide to the Contractor a grant from the Local Government Severance Tax Fund in an amount not to exceed FIVE HUNDRED THOUSAND AND XX/100----- Dollars (\$500,000.00). The method and time of payment of such grant funds shall be made in accordance with the "Payment Schedule" set forth in Exhibit A.

6. Reversion of Excess Funds to the State.

a) Any State funds paid to the Contractor and not expended in connection with the Project shall be remitted to the State upon completion of the Project or a determination by the State that the Project will not be completed. Any State funds not required for completion of the Project will be deobligated by the State.

b) It is expressly understood that if the Contractor receives funds from this Contract in excess of its fiscal year spending limit, all such excess funds from this Contract shall revert to the State. Under no circumstances shall excess funds from this Contract be refunded to other parties.

7. Financial Management and Budget. At all times from the effective date of this Contract until completion of the Project, the Contractor shall maintain properly segregated accounts of State funds, matching funds, and other funds associated with the Project. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, and shall be in accordance with the "Budget" section set forth in Exhibit A. Contractor may adjust individual budgeted expenditure amounts without approval of the State provided that no budget transfers to or between administration budget categories are proposed and provided that cumulative budgetary line item changes do not exceed Twenty Thousand Dollars (\$20,000.00), unless otherwise specified in the "Budget" section of Exhibit A. Any budgetary modifications that exceed these limitations must be approved by the State through a Bilateral Contract Amendment as set forth in Paragraph 8.c).

8. Modification and Amendment.

a) **Modification by Operation of Law.** This Contract is subject to such modifications as may be necessitated by changes in federal or state law or requirements. Any such required modifications shall be incorporated into and be part of this Contract as if fully set forth herein.

b) **Unilateral Amendment.** The State may unilaterally modify the following portions of this Contract when such modifications are requested by the Contractor or determined by the State to be necessary and appropriate. In such cases, the Amendment is binding upon proper execution of the Amendment by the State Controller's designee and without the signature of the Contractor.

- i) Paragraph 2 of this Contract, "Responsible Administrator";
- ii) Paragraph 3 of Exhibit A, Scope of Services "Time of Performance";
- iii) Paragraph 5 of Exhibit A, Scope of Services "Remit Address";
- iv) Paragraph 6 of Exhibit A, Scope of Services "Payment Schedule";

- v) Paragraph 22 of this Contract if applicable, Repayment of Loan, and Exhibit B, Loan Repayment Schedule

Contractor must submit a written request to the Department if modifications are required. Amendments to this Contract for the provisions outlined in this Paragraph 8 b. i) through v): Responsible Administrator, Time of Performance, Remit Address, Payment Schedule, or Repayment of Loan and Loan Repayment Schedule can be executed by the State (Exhibit C1).

c) **Bilateral Amendment.** In the following circumstances, modifications shall be made by an Amendment signed by the Contractor, the Executive Director of the Department and the State Controller's designee. Such Amendments must be executed by the Contractor then the State and are binding upon proper execution by the State Controller's designee.

- i) unless otherwise specified in the "Budget" section of Exhibit A, when cumulative budgetary line item changes exceed Twenty Thousand Dollars (\$20,000.00);
- ii) unless otherwise specified in the "Budget" section of Exhibit A, when any budget transfers to or between administration budgetary categories are proposed;
- iii) when any other material modifications, as determined by the State, are proposed to Exhibit A or any other Exhibits;
- iv) when additional or less funding is needed and approved and modifications are required to Paragraph 5 of this Contract, "Compensation and Method of Payment" as well as to Exhibit A "Budget" and "Payment Schedule";
- v) when there are additional federal or state statutory or regulatory compliance changes in accordance with Paragraph 20 of this Contract.

Such Bilateral Amendment may also incorporate any modifications allowed to be made by Unilateral Amendment as set forth in subparagraph 8.b) of this paragraph.

Upon proper execution and approval, such Amendment (Exhibit C2) shall become an amendment to the Contract, effective on the date specified in the amendment. No such amendment shall be valid until approved by the State Controller or such assistant as he may designate. All other modifications to this Contract must be accomplished through amendment to the contract pursuant to fiscal rules and in accordance with subparagraph 8 d).

d) **Other Modifications.** If either the State or the Contractor desired to modify the terms of this Contract other than as set forth in subparagraphs b) and c) above, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Contract properly executed and approved in accordance with applicable law. Any amendment required per this subparagraph will require the approval of other state agencies as appropriate, e.g. Attorney General, State Controller, etc.

Such Amendment may also incorporate any modifications allowed to be made by Unilateral and Bilateral Amendment as set forth in subparagraphs 8.b) or 8.c) of this paragraph.

9. **Audit.**

a) **Discretionary Audit.** The State, through the Executive Director of the Department, the State Auditor, or any of their duly authorized representatives and the federal government or any of its duly authorized representatives shall have the right to inspect, examine and audit the Contractor's and any subcontractor's records, books, accounts and other relevant documents. For the purposes of discretionary audit, the State specifically reserves the right to hire an independent Certified Public Accountant of the State's choosing. A discretionary audit may be requested at any time and for any reason from the effective date of this Contract until five (5) years after the date of final payment for this Project is received by the Contractor, provided that the audit is performed during normal business hours.

b) **Mandatory Audit.** Whether or not the State or the federal government calls for a discretionary audit as provided above, the Contractor shall include the Project in its annual audit report as required by the Colorado Local Government Audit Law, 29-1-601, et seq., C.R.S., and State implementing rules and regulations. Such audit reports shall be simultaneously submitted to the Department and the State Auditor. Thereafter, the Contractor shall supply the Department with copies of all correspondence from the State Auditor related to the relevant audit report. If the audit reveals evidence of non-compliance with

applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to 29-1-607 or 29-1-608, C.R.S.

10. Conflict of Interest. The Contractor shall comply with the provisions of 18-8-308 and 24-18-101 through 24-18-109, C.R.S.

11. Contract Suspension. If the Contractor fails to comply with any contractual provision, the State may, after notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contractual funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions herein. The State may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the Project.

12. Contract Termination. This Contract may be terminated as follows:

a) **Termination Due to Loss of Funding.** The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract.

b) **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the State from the Contractor is determined.

c) **Termination for Convenience.** The State may terminate this Contract at any time the State desires. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. All finished or unfinished documents and other materials as described in subparagraph 12.b) above shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

13. Integration. This Contract, as written, with attachments and references, is intended as the complete integration of all understandings between the parties at this time and no prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed and approved pursuant to paragraph 8 of this Contract and applicable law.

14. Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term nor as waiver of a subsequent breach of the same term.

15. Binding on Successors. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

16. Assignment. Neither party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other party. No subcontract or transfer of Contract shall in any case release the Contractor of responsibilities under this Contract.

17. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

18. Successor in Interest. In the event the Contractor is an entity formed under intergovernmental agreement and the project is for the acquisition, construction or reconstruction of real or personal property to be used as a public facility or to provide a public service, the Contractor warrants that it has established protections that ensure that, in the event the Contractor entity ceases to exist, ownership of the property acquired or improved shall pass to a constituent local government or other eligible governmental successor in interest, or other successor if specifically authorized in Exhibit A, so that the property can continue to be used as a public facility or to provide a public service.

19. Non-Discrimination. The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws and requirements with respect to discrimination and unfair employment practices.

20. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.

21. Order of Precedence. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. Colorado Special Provisions
- B. Contract
- C. The Scope of Services, Exhibit A

SPECIAL PROVISIONS

(For Use Only with Inter-Governmental Contracts)

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 D 002 00

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.

Effective Date: April 1, 2004

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:
BILL OWENS, GOVERNOR

THE CITY OF GRAND JUNCTION, COLORADO
Legal Name of Contracting Entity

By _____
Michael L. Beasley, Executive Director

846000592
Social Security Number or FEIN

Department of Local Affairs

Signature of Authorized Officer

PRE-APPROVED FORM CONTRACT REVIEWER:

MAYOR
Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By _____ (Corporate Secretary or Equivalent, or Town/City/County Clerk) (Place corporate seal here, if available)

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.

STATE CONTROLLER:
Leslie M. Shenefelt

By _____
Rose Marie Auten, Controller
Department of Local Affairs

Date _____

Effective Date: April 1, 2004

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

1. **PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS**

The Project consists of street and drainage improvements over a 9 block area in the El Poso neighborhood of Grand Junction, Colorado (Contractor). The improvements include curb, gutter and sidewalk in front of all properties, as well as improvements to residential streets and storm drainage.

Eligible expenses include the costs of land acquisition, design, construction, and project inspection associated with installation of approximately 4,700 linear feet of sidewalk, curb, and gutter, 1,200 feet of storm drain lines, and the application of approximately 10,000 square yards of asphalt pavement.

Funding under this contract is contingent on the successful passage of an election to create a special improvement district in the El Poso neighborhood for partial funding of the project's improvements.

Energy and Mineral Impact Assistance funds in the amount of FIVE HUNDRED THOUSAND AND XX/100 Dollars (\$500,000.00) are provided under this Contract to finance Project costs. The Contractor is expected to provide THREE MILLION ONE HUNDRED NINETY THREE THOUSAND AND XX/100 Dollars (\$3,193,000.00) in Project financing, and, in any event, is responsible for all Project cost in excess of FIVE HUNDRED THOUSAND AND XX/100 Dollars (\$500,000.00)

Construction plans and specifications shall be drawn up by a qualified engineer licensed in the State of Colorado and hired by the Contractor through a competitive selection process.

A construction contract shall be awarded to a qualified construction firm through a formal public bid process with the Contractor being obligated to award the construction contract to the lowest responsible bidder meeting the Contractor's specifications.

Copies of any and all contracts entered into by the Contractor in order to accomplish this Project shall be submitted to the Department of Local Affairs upon request, and any and all contracts entered into by the Contractor or any of its subcontractors shall comply with all applicable federal and Colorado state laws and shall be governed by the laws of the State of Colorado notwithstanding provisions therein to the contrary.

Contractor agrees to acknowledge the state Department of Local Affairs in any and all materials or events designed to promote or educate the public about the project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

2. **ENERGY AND MINERAL IMPACT**

Grand Junction is located in Mesa County, a County currently and historically impacted by energy and mineral development including oil shale, coal, gas and oil exploration and development. The city itself is a regional service center serving a multi-county area with some of the most extensive energy impacts in the state.

3. **TIME OF PERFORMANCE**

The Project shall commence the full and proper execution of this Contract and shall be completed on or before June 30, 2007. However, in accordance with paragraph 8.b. or 8.c. contained within the main body of this Contract, the Project time of performance may be extended by a Contract Amendment. To initiate this process, a written request shall be submitted to the State by the Contractor at least thirty (30) days prior to June 30, 2007 and shall include a full justification for the time extension.

EIAF # 4752 – Grand Junction-EI Poso Improvements

4. **BUDGET**
Revenues

Energy/Mineral Impact - GRANT	\$500,000
Contractor Funds	<u>3,193,000</u>
Total	\$3,693,000

Expenditures

Land Acquisition	\$100,000
Engineering/Inspection	850,000
Construction	<u>2,743,000</u>
Total	\$3,693,000

5. **REMIT ADDRESS:** (Address to where payments are to be sent)

250 North 5th Street
Grand Junction, CO 81501

6. **PAYMENT SCHEDULE**

Grant Payments

\$50,000	Initial payment to be made within thirty (30) days of the date of execution of this Contract.
400,000	In interim payments reimbursing the Contractor for actual expenditures made in the performance of this Contract. Payments shall be based upon properly documented financial and narrative status reports detailing expenditures made to date.
<u>50,000</u>	Final payment to be made upon the completion of the Project and submission of final financial and narrative status reports documenting the expenditure of all Energy/Mineral Impact Assistance funds for which payment has been requested.
\$500,000	Total

7. **CONTRACT MONITORING**

The State shall monitor this Contract on an as-needed basis.

8. **REPORTING SCHEDULE**

At the time Contractor initiates payment requests, the Contractor shall submit financial and narrative status reports detailing Project progress and properly documenting all to-date expenditures of Energy and Mineral Impact Assistance funds.

EXHIBIT C1

EIAF # ___ - _____ (Insert Project Title)

EXHIBIT C1

Contract Routing #
Encumbrance #
Vendor # (for Remit Address)
APPR GBL
CFDA# N/A

Unilateral
Amendment # ___ of (Type of Contract – Grant/Loan/Grant-Loan)
Between Colorado Department of Local Affairs and (Grantee Name and Address)

State Executed Contract Modifications (use state signature page only)

A. Modifications to Contract Boilerplate

Responsible Administrator: Delete old Administrator's name and insert in lieu thereof new "Responsible Administrator".

Repayment of Loan: Delete current "#22." and insert in lieu thereof new "#22.".

B. Modifications to Exhibit A, Scope of Service.

Time of Performance: "Time of Performance is modified by deleting "Date" and inserting in lieu thereof "Date".

Remit Address: Delete current "Remit Address" and insert in lieu thereof new "Remit Address".

Payment Schedule: Delete current "Payment Schedule" and insert in lieu thereof new "Payment Schedule".

C. Modifications to Exhibit B, Loan Repayment Schedule:

Delete current Loan Repayment Schedule and insert in lieu thereof new Loan Repayment Schedule.

All of the terms and conditions of the Original Contract remain unchanged except for those terms and conditions modified by this Amendment # ___ and all previous amendments. Both parties also expressly understand that this Amendment # ___ is incorporated into the Original Contract.

Reviewed by: _____ Department of Local Affairs

Pre-approved Form Contract Reviewer

Michael L. Beasley, Executive Director

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.

STATE CONTROLLER:
Leslie M. Shenefelt

By _____
Rose Marie Auten, Controller
Department of Local Affairs

Date: _____

EXHIBIT C2

EIAF # _____ - _____ (Insert Project Title)

EXHIBIT C2

Contract Routing #	
Encumbrance #	
Vendor # (for Remit Address)	
APPR	GBL
CFDA#	N/A

Bilateral
Amendment # _____ of (Type of Contract – Grant/Loan/Grant-Loan)
Between Colorado Department of Local Affairs and (Grantee Name and Address)

State and Contractor Executed Modifications (use state and contractor signature page)

A. Modifications to Contract Boilerplate

Compensation and Method of Payment:

"Compensation and Method of Payment" in the Original Contract is modified by deleting "Amount" and inserting in lieu thereof "Amount".

Responsible Administrator: Delete old Administrator's name and insert in lieu thereof new "Responsible Administrator".

Compliance with Applicable Laws: Paragraph #20, "Compliance with Applicable Laws" in the Original Contract is modified as follows: Include existing language "**is revised to read**" and the revised language.

Repayment of Loan: Delete current "#22." and insert in lieu thereof new "#22".

B. Modifications to Exhibit A, Scope of Services.

Project Description, Objectives and Requirements: "1. Project Description, Objectives, and Requirements, Subsection A." is modified as follows: Include existing language "**is revised to read**" and the revised language.

Energy and Mineral Impact: "2. Energy and Mineral Impact" is modified by deleting current Energy and Mineral Impact and inserting new Energy and Mineral Impact.

Time of Performance: "Time of Performance" is modified by deleting current Date and inserting new Date.

Budget: "4. Budget" is modified by deleting the current Budget and inserting new Budget.

Remit Address: "5. Remit Address" is modified by deleting the current Remit Address and inserting new Remit Address.

Payment Schedule: "6. Payment Schedule" is modified by deleting current Payment Schedule and inserting new Payment Schedule.

Contract Monitoring: "7. Contract Monitoring" is modified by deleting current Contract Monitoring and inserting new Contract Monitoring.

Reporting Schedule: "8. Reporting Schedule" is modified by deleting current Reporting Schedule and inserting new Reporting Schedule.

C. Modifications to Exhibit B, Loan Repayment Schedule:

Delete current "Exhibit B Loan Repayment Schedule and insert new "Exhibit B Loan Repayment Schedule.

All of the terms and conditions of the Original Contract remain unchanged except for those terms and conditions modified by this Amendment # _____ and all previous amendments. Both parties also expressly understand that this Amendment # _____ is incorporated into the Original Contract.

EIAF # _____ - _____ (Insert Project Title)

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:
BILL OWENS, GOVERNOR

Legal Name of Contracting Entity

By _____
Michael L. Beasley, Executive Director
Department of Local Affairs

Social Security Number or FEIN

Signature of Authorized Officer

PRE-APPROVED FORM CONTRACT REVIEWER:

By _____

Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate seal or attestation is required.)

Attest (Seal) By _____

(Corporate Secretary or Equivalent, or Town/City/County Clerk)

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.

STATE CONTROLLER:
Leslie M. Shenefelt

By _____

Rose Marie Auten, Controller
Department of Local Affairs

Date _____

Effective Date: August 1, 2005

Attach 15

Acceptance of Grant Award from DOLA for the Construction of a Pedestrian Bridge for the Riverside Parkway

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Acceptance of Grant Award from DOLA for the Construction of a Pedestrian Bridge for the Riverside Parkway					
Meeting Date		November 16, 2005					
Date Prepared		November 10, 2005			File #		
Author		Sheryl Trent		Assistant to the City Manager			
Presenter Name		Sheryl Trent		Assistant to the City Manager			
Report results back to Council		<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name	
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: This is a request that the City Council accept a grant award for \$500,000 from the DOLA Energy and Mineral Impact Assistance Grant for the construction of a 525 foot pedestrian bridge crossing seven railroad tracks and the Riverside Parkway in the City of Grand Junction. The bridge will have a terminus in the Riverside neighborhood as well as the downtown area. This new bridge will replace a 50 year old pedestrian tunnel.

Budget: There is current budget for this City funding that is a part of this request. In the past DOLA has requested that public funding be a part of any grant project. The Riverside Parkway has committed funding to finish the construction of the project.

Action Requested/Recommendation: That the City Council accept the grant and authorize the Mayor to sign.

Attachments: Contract from DOLA

Background Information: City staff applied for and received grant funding from DOLA for this project. Staff is ready to complete the purchase of the bridge as a part of the project in 2006.

Contract Routing #
Vendor #
CFDA # N/A

**GRANT CONTRACT
ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM**

THIS CONTRACT, made by and between the State of Colorado for the use and benefit of the Department of Local Affairs, 1313 Sherman Street, Denver, Colorado 80203 hereinafter referred to as the State, and the City of Grand Junction, 250 North 5th Street, Grand Junction, Colorado 81501, hereinafter referred to as the Contractor.

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 153, Appropriation Code Number 128, Org. Unit FAA0, GBL _____, Contract Encumbrance Number F06MLG4950; and

WHEREAS, required approval, clearance and coordination have been accomplished from and with appropriate agencies; and

WHEREAS, the State desires to assist political subdivisions of the state and state agencies that are experiencing social and economic impacts resulting from the development, processing, or energy conversion of minerals or mineral fuels; and

WHEREAS, pursuant to sections 34-63-102, C.R.S., the Local Government Mineral Impact Fund has been created, which fund is administered by the Department of Local Affairs, herein referred to as the "Department" through the Energy and Mineral Impact Assistance program; and

WHEREAS, pursuant to section 34-63-102(5)(a)(I), C.R.S., the Executive Director of the Department is authorized to make grants from the Local Government Mineral Impact Fund to political subdivisions, including public schools, for the planning, construction and maintenance of public facilities and for public services; and

WHEREAS, the Contractor, a political subdivision or state agency eligible to receive Energy and Mineral Impact Assistance funding, has applied to the Department for assistance; and

WHEREAS, the Executive Director of the Department desires to distribute said funds pursuant to law; and

WHEREAS, the Executive Director wishes to provide assistance in the form of a grant from the Local Government Mineral Impact Fund to the Contractor for the Project upon mutually agreeable terms and conditions as hereinafter set forth;

NOW THEREFORE, it is hereby agreed that:

- 1. Scope of Services.** In consideration for the monies to be received from the State, the Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the State, all work elements as indicated in the "Scope of Services," set forth in the attached Exhibit A, herein referred to as the "Project." Costs incurred prior to the date of execution of this Contract by the State Controller or designee shall not be reimbursed by the State unless specifically allowed in the "Project Description, Objectives and Requirements" section of Exhibit A.
- 2. Responsible Administrator.** The performance of the services required hereunder shall be under the direct supervision of Sheryl Trent an employee or agent of the Contractor, who is hereby designated as the responsible administrator of the Project. At any time the Contractor wishes to change the responsible administrator, the Contractor shall propose and seek the State's approval of such replacement responsible administrator. The State's approval shall be evidenced through a Unilateral Contract Amendment to this contract initiated by the State as set forth in paragraph 8.b) of this Contract. Until such time as the State concurs in the replacement responsible administrator, the State may direct that Project work be suspended.
- 3. Time of Performance.** This Contract shall become effective upon the date of proper execution of this Contract by the State Controller or designee. The Project contemplated herein shall commence as soon as practicable after the execution of this Contract and shall be undertaken and performed as set forth in the "Time of Performance" section of Exhibit A. Expenses incurred by the Contractor in association with the Project prior to

execution of this Contract by the State Controller or designee shall not be considered eligible expenditures for reimbursement by the State unless specifically allowed in the "Project Description, Objectives and Requirements" section of Exhibit A. The Contractor agrees that time is of the essence in the performance of its obligations under this Contract and that completion of the Project shall occur no later than the completion date set forth in the "Time of Performance" section of Exhibit A.

4. Authority to Enter into Contract and Proceed with Project. The Contractor assures and warrants that it possesses the legal authority to enter into this Contract. The person signing and executing this Contract on behalf of the Contractor does hereby warrant and guarantee that he/she has full authorization to execute this Contract. In addition, the Contractor represents and warrants that it currently has the legal authority to proceed with the Project. Furthermore, if the nature or structure of the Project is such that a decision by the electorate is required, the Contractor represents and warrants that it has held such an election and secured the voter approval necessary to allow the Project to proceed

5. Compensation and Method of Payment: Grant. In consideration for the work and services to be performed hereunder, the State agrees to provide to the Contractor a grant from the Local Government Mineral Impact Fund in an amount not to exceed **FIVE HUNDRED THOUSAND AND XX/100 Dollars (\$500,000.00)**. The method and time of payment of such grant funds shall be made in accordance with the "Payment Schedule" set forth in Exhibit A.

6. Reversion of Excess Funds to the State.

a) Any State funds paid to the Contractor and not expended in connection with the Project shall be remitted to the State upon completion of the Project or a determination by the State that the Project will not be completed. Any State funds not required for completion of the Project will be deobligated by the State.

b) It is expressly understood that if the Contractor receives funds from this Contract in excess of its fiscal year spending limit, all such excess funds from this Contract shall revert to the State. Under no circumstances shall excess funds from this Contract be refunded to other parties.

7. Financial Management and Budget. At all times from the effective date of this Contract until completion of the Project, the Contractor shall maintain properly segregated accounts of State funds, matching funds, and other funds associated with the Project. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, and shall be in accordance with the "Budget" section set forth in Exhibit A. Contractor may adjust individual budgeted expenditure amounts without approval of the State provided that no budget transfers to or between administration budget categories are proposed and provided that cumulative budgetary line item changes do not exceed Twenty Thousand Dollars (\$20,000.00), unless otherwise specified in the "Budget" section of Exhibit A. Any budgetary modifications that exceed these limitations must be approved by the State through a Bilateral Contract Amendment as set forth in Paragraph 8.c).

8. Modification and Amendment.

a) **Modification by Operation of Law.** This Contract is subject to such modifications as may be necessitated by changes in federal or state law or requirements. Any such required modifications shall be incorporated into and be part of this Contract as if fully set forth herein.

b) **Unilateral Amendment.** The State may unilaterally modify the following portions of this Contract when such modifications are requested by the Contractor or determined by the State to be necessary and appropriate. In such cases, the Amendment is binding upon proper execution of the Amendment by the State Controller's designee and without the signature of the Contractor.

- i) Paragraph 2 of this Contract, "Responsible Administrator";
- ii) Paragraph 3 of Exhibit A, Scope of Services "Time of Performance";
- iii) Paragraph 5 of Exhibit A, Scope of Services "Remit Address";
- iv) Paragraph 6 of Exhibit A, Scope of Services "Payment Schedule";
- v) Paragraph 22 of this Contract if applicable, Repayment of Loan, and Exhibit B, Loan Repayment Schedule

Contractor must submit a written request to the Department if modifications are required. Amendments to this Contract for the provisions outlined in this Paragraph 8 b. i) through v): Responsible Administrator,

Time of Performance, Remit Address, Payment Schedule, or Repayment of Loan and Loan Repayment Schedule can be executed by the State (Exhibit C1).

c) **Bilateral Amendment.** In the following circumstances, modifications shall be made by an Amendment signed by the Contractor, the Executive Director of the Department and the State Controller's designee. Such Amendments must be executed by the Contractor then the State and are binding upon proper execution by the State Controller's designee.

- i) unless otherwise specified in the "Budget" section of Exhibit A, when cumulative budgetary line item changes exceed Twenty Thousand Dollars (\$20,000.00);
- ii) unless otherwise specified in the "Budget" section of Exhibit A, when any budget transfers to or between administration budgetary categories are proposed;
- iii) when any other material modifications, as determined by the State, are proposed to Exhibit A or any other Exhibits;
- iv) when additional or less funding is needed and approved and modifications are required to Paragraph 5 of this Contract, "Compensation and Method of Payment" as well as to Exhibit A "Budget" and "Payment Schedule";
- v) when there are additional federal or state statutory or regulatory compliance changes in accordance with Paragraph 20 of this Contract.

Such Bilateral Amendment may also incorporate any modifications allowed to be made by Unilateral Amendment as set forth in subparagraph 8.b) of this paragraph.

Upon proper execution and approval, such Amendment (Exhibit C2) shall become an amendment to the Contract, effective on the date specified in the amendment. No such amendment shall be valid until approved by the State Controller or such assistant as he may designate. All other modifications to this Contract must be accomplished through amendment to the contract pursuant to fiscal rules and in accordance with subparagraph 8 d).

d) **Other Modifications.** If either the State or the Contractor desired to modify the terms of this Contract other than as set forth in subparagraphs b) and c) above, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both parties in an amendment to this Contract properly executed and approved in accordance with applicable law. Any amendment required per this subparagraph will require the approval of other state agencies as appropriate, e.g. Attorney General, State Controller, etc.

Such Amendment may also incorporate any modifications allowed to be made by Unilateral and Bilateral Amendment as set forth in subparagraphs 8.b) or 8.c) of this paragraph.

9. **Audit.**

a) **Discretionary Audit.** The State, through the Executive Director of the Department, the State Auditor, or any of their duly authorized representatives and the federal government or any of its duly authorized representatives shall have the right to inspect, examine and audit the Contractor's and any subcontractor's records, books, accounts and other relevant documents. For the purposes of discretionary audit, the State specifically reserves the right to hire an independent Certified Public Accountant of the State's choosing. A discretionary audit may be requested at any time and for any reason from the effective date of this Contract until five (5) years after the date of final payment for this Project is received by the Contractor, provided that the audit is performed during normal business hours.

b) **Mandatory Audit.** Whether or not the State or the federal government calls for a discretionary audit as provided above, the Contractor shall include the Project in its annual audit report as required by the Colorado Local Government Audit Law, 29-1-601, *et seq.*, C.R.S., and State implementing rules and regulations. Such audit reports shall be simultaneously submitted to the Department and the State Auditor. Thereafter, the Contractor shall supply the Department with copies of all correspondence from the State Auditor related to the relevant audit report. If the audit reveals evidence of non-compliance with applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to 29-1-607 or 29-1-608, C.R.S.

10. **Conflict of Interest.** The Contractor shall comply with the provisions of 18-8-308 and 24-18-101 through 24-18-109, C.R.S.

11. **Contract Suspension.** If the Contractor fails to comply with any contractual provision, the State may, after notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contractual funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions herein. The State may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the Project.

12. **Contract Termination.** This Contract may be terminated as follows:

a) **Termination Due to Loss of Funding.** The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract.

b) **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the State from the Contractor is determined.

c) **Termination for Convenience.** The State may terminate this Contract at any time the State desires. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. All finished or unfinished documents and other materials as described in subparagraph 12.b) above shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

13. **Integration.** This Contract, as written, with attachments and references, is intended as the complete integration of all understandings between the parties at this time and no prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed and approved pursuant to paragraph 8 of this Contract and applicable law.

14. **Severability.** To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term nor as waiver of a subsequent breach of the same term.

15. **Binding on Successors.** Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.

16. **Assignment.** Neither party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other party. No subcontract or transfer of Contract shall in any case release the Contractor of responsibilities under this Contract.

17. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

18. Successor in Interest. In the event the Contractor is an entity formed under intergovernmental agreement and the project is for the acquisition, construction or reconstruction of real or personal property to be used as a public facility or to provide a public service, the Contractor warrants that it has established protections that ensure that, in the event the Contractor entity ceases to exist, ownership of the property acquired or improved shall pass to a constituent local government or other eligible governmental successor in interest, or other successor if specifically authorized in Exhibit A, so that the property can continue to be used as a public facility or to provide a public service.

19. Non-Discrimination. The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws and requirements with respect to discrimination and unfair employment practices.

20. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.

21. Order of Precedence. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. Colorado Special Provisions
- B. Contract
- C. The Scope of Services, Exhibit A

SPECIAL PROVISIONS

(For Use Only with Inter-Governmental Contracts)

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 D 002 00

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.

Effective Date: August 1, 2005

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:
BILL OWENS, GOVERNOR

CITY OF GRAND JUNCTION, COLORADO
Legal Name of Contracting Entity

By _____
Michael L. Beasley, Executive Director

846000592
Social Security Number or FEIN

Department of Local Affairs

Signature of Authorized Officer

PRE-APPROVED FORM CONTRACT REVIEWER:

MAYOR
Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk) (Place corporate seal here, if available)

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.

**STATE CONTROLLER:
Leslie M. Shenefelt**

By _____
Rose Marie Auten, Controller
Department of Local Affairs

Date _____

Effective Date: August 1, 2005

EXHIBIT A
SCOPE OF SERVICES

**EXHIBIT A
SCOPE OF SERVICES**

1. PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS

Project consists of constructing a 525 foot pedestrian bridge crossing seven railroad tracks and a five lane city street in the western portion of downtown Grand Junction, Colorado. The facility will replace a 50-year old pedestrian tunnel and will be owned and maintained by City of Grand Junction.

If cost savings are incurred while completing the Project, the State may require that those savings be split on a pro-rata basis between the State and the Contractor.

Eligible expenses include the costs of engineering, labor, and materials associated with construction of the bridge.

Energy and Mineral Impact Assistance funds in the amount FIVE HUNDRED THOUSAND AND XX/100 Dollars (\$500,000.00) are provided under this Contract to finance Project costs. The Contractor is expected to provide ONE MILLION FIFTY DOLLARS AND XX/100 Dollars (\$1,050,000.00) in Project financing, and, in any event, is responsible for all Project cost in excess FIVE HUNDRED THOUSAND AND XX/100 Dollars (\$500,000.00).

Construction plans and specifications shall be drawn up by a qualified engineer licensed in the State of Colorado and hired by the Contractor through a competitive selection process.

A construction contract shall be awarded to a qualified construction firm through a formal public bid process with the Contractor being obligated to award the construction contract to the lowest responsible bidder meeting the Contractor's specifications.

Copies of any and all contracts entered into by the Contractor in order to accomplish this Project shall be submitted to the Department of Local Affairs upon request, and any and all contracts entered into by the Contractor or any of its subcontractors shall comply with all applicable federal and Colorado state laws and shall be governed by the laws of the State of Colorado notwithstanding provisions therein to the contrary.

Contractor agrees to acknowledge the state Department of Local Affairs in any and all materials or events designed to promote or educate the public about the project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

2. ENERGY AND MINERAL IMPACT

Grand Junction has a long history of boom and bust. Growth in the 1970s brought new subdivisions and residents and transportation problems ensued. The subsequent bust created a respite from these problems, but returning economic expansion in the late 1990s and today (in part due to major growth in the gas exploration and development industry) has caused a return of these problems. In reaction to traffic volume, congestion, and flow issues, Grand Junction residents approved a major bond issue in 2004 to construct the Riverside Parkway and improve transportation through the city. This project is a portion of that effort aimed at facilitating pedestrian movement from the west side of the city, over the bypass and railroad tracks carrying increased coal train traffic, to and through downtown.

3. TIME OF PERFORMANCE

The Project shall commence upon the full and proper execution of this Contract and shall be completed on or before November 30, 2006. However, in accordance with paragraph 8.b. or 8.c. contained within the main body of this Contract, the Project time of performance may be extended by a Contract Amendment. To initiate this process, a written request shall be submitted to the State by the Contractor at least thirty (30) days prior to November 30, 2006 and shall include a full justification for the time extension.

EIAF #4950 - Grand Junction Pedestrian Bridge

4.	<u>BUDGET</u>				
	<u>Revenues</u>			<u>Expenditures</u>	
	Energy/Mineral Impact - GRANT	\$500,000	Engineering		\$50,000
	Contractor Funds	<u>1,050,000</u>	Construction		<u>1,500,000</u>
	Total	\$1,550,000	Total		\$1,550,000

5. **REMIT ADDRESS:**

250 North 5th Street
Grand Junction, CO 81501

6. **PAYMENT SCHEDULE**

Grant Payments

\$50,000	Initial payment to be made within thirty (30) days of the date of execution of this Contract.
400,000	In interim payments reimbursing the Contractor for actual expenditures made in the performance of this Contract. Payments shall be based upon properly documented financial and narrative status reports detailing expenditures made to date.
<u>50,000</u>	Final payment to be made upon the completion of the Project and submission of final financial and narrative status reports documenting the expenditure of all Energy/Mineral Impact Assistance funds for which payment has been requested.
\$500,000	Total

7. **CONTRACT MONITORING**

The State shall monitor this Contract on an as-needed basis.

8. **REPORTING SCHEDULE**

At the time Contractor initiates payment requests, the Contractor shall submit financial and narrative status reports detailing Project progress and properly documenting all to-date expenditures of Energy and Mineral Impact Assistance funds.

EXHIBIT C1

EIAF # ____ - ____ (Insert Project Title)

EXHIBIT C1

Contract Routing #	
Encumbrance #	
Vendor # (for Remit Address)	
APPR	GBL
CFDA#	N/A

Unilateral
Amendment # __ of (Type of Contract – Grant/Loan/Grant-Loan)
Between Colorado Department of Local Affairs and (Grantee Name and Address)

State Executed Contract Modifications (use state signature page only)

A. Modifications to Contract Boilerplate

Responsible Administrator: Delete old Administrator's name and insert in lieu thereof new "Responsible Administrator".

Repayment of Loan: Delete current "#22." and insert in lieu thereof new "#22.".

B. Modifications to Exhibit A, Scope of Service.

Time of Performance: "Time of Performance is modified by deleting "Date" and inserting in lieu thereof "Date".

Remit Address: Delete current "Remit Address" and insert in lieu thereof new "Remit Address".

Payment Schedule: Delete current "Payment Schedule" and insert in lieu thereof new "Payment Schedule".

C. Modifications to Exhibit B, Loan Repayment Schedule;

Delete current Loan Repayment Schedule and insert in lieu thereof new Loan Repayment Schedule.

All of the terms and conditions of the Original Contract remain unchanged except for those terms and conditions modified by this Amendment # ____ and all previous amendments. Both parties also expressly understand that this Amendment # ____ is incorporated into the Original Contract.

Reviewed by: _____

Department of Local Affairs

Pre-approved Form Contract Reviewer

Michael L. Beasley, Executive Director

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.

STATE CONTROLLER:
Leslie M. Shenefelt

By _____
Rose Marie Auten, Controller
Department of Local Affairs

Date: _____

EXHIBIT C2

EIAF # _____ - _____ (Insert Project Title)

EXHIBIT C2

Contract Routing #	
Encumbrance #	
Vendor #	
(for Remit Address)	
APPR	GBL
CFDA# N/A	

Bilateral
Amendment # _____ of (Type of Contract – Grant/Loan/Grant-Loan)
Between Colorado Department of Local Affairs and (Grantee Name and Address)

State and Contractor Executed Modifications (use state and contractor signature page)

A. Modifications to Contract Boilerplate

Compensation and Method of Payment:

"Compensation and Method of Payment" in the Original Contract is modified by deleting " Amount " and inserting in lieu thereof " Amount ".

Responsible Administrator: Delete old Administrator's name and insert in lieu thereof new "Responsible Administrator".

Compliance with Applicable Laws: Paragraph #20, "Compliance with Applicable Laws" in the Original Contract is modified as follows: Include existing language "**is revised to read**" and the revised language.

Repayment of Loan: Delete current "#22." and insert in lieu thereof new "#22".

B. Modifications to Exhibit A, Scope of Services.

Project Description, Objectives and Requirements: "1. Project Description, Objectives, and Requirements, Subsection A." is modified as follows: Include existing language "**is revised to read**" and the revised language.

Energy and Mineral Impact: 2. "Energy and Mineral Impact" is modified by deleting current Energy and Mineral Impact and inserting new Energy and Mineral Impact.

Time of Performance: "Time of Performance" is modified by deleting current Date and inserting new Date.

Budget: 4. "Budget" is modified by deleting the current Budget and inserting new Budget.

Remit Address: 5. "Remit Address" is modified by deleting the current Remit Address and inserting new Remit Address.

Payment Schedule: 6. "Payment Schedule" is modified by deleting current Payment Schedule and inserting new Payment Schedule.

Contract Monitoring: 7. "Contract Monitoring" is modified by deleting current Contract Monitoring and inserting new Contract Monitoring.

Reporting Schedule: 8. "Reporting Schedule" is modified by deleting current Reporting Schedule and inserting new Reporting Schedule.

C. Modifications to Exhibit B, Loan Repayment Schedule:

Delete current "Exhibit B Loan Repayment Schedule and insert new "Exhibit B Loan Repayment Schedule.

All of the terms and conditions of the Original Contract remain unchanged except for those terms and conditions modified by this Amendment # _____ and all previous amendments. Both parties also expressly understand that this Amendment # _____ is incorporated into the Original Contract.

EIAF # ____ - ____ (Insert Project Title)

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:
BILL OWENS, GOVERNOR

Legal Name of Contracting Entity

By _____
Michael L. Beasley, Executive Director
Department of Local Affairs

Social Security Number or FEIN

Signature of Authorized Officer

PRE-APPROVED FORM CONTRACT REVIEWER:

By _____

Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate seal or attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk)

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.

STATE CONTROLLER:
Leslie M. Shenefelt

By _____
Rose Marie Auten, Controller
Department of Local Affairs

Date _____

Effective Date: August 1, 2005

**Attach 16
 Holiday Parking Request for the Downtown
 CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Holiday Parking Request for the Downtown					
Meeting Date	November 16, 2004					
Date Prepared	November 8, 2004				File #	
Author	Harold Staf David Varley		Executive Director, DDA Assistant City Manager			
Presenter Name	Harold Staf David Varley		Executive Director, DDA Assistant City Manager			
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input checked="" type="checkbox"/>	Consent
						Individual Consideration

Summary: The Downtown Partnership has requested that parking downtown be free again this year to best position downtown for the holiday shopping season. Although some would prefer to enforce the free, signed spaces along Main St. due to limited cooperation in keeping these spaces open for visitors, the simple policy of “Free Parking” downtown that was implemented last year remains the easiest and simplest to enforce while limiting confusion on the part of the public. The merchants realize that this policy may be tempting for employees to abuse by remaining throughout the day, but they will again develop a mailing to downtown businesses requesting their cooperation and noting the support of the City Council. City Staff recommends Free Holiday Parking in all of downtown with the exception of government offices, illegal parking areas, and shared-revenue lots.

Budget: Parking Revenues forfeited for this time period are estimated to be \$30,000.

Action Requested/Recommendation: Vacate parking enforcement at all **designated downtown metered spaces and signed parking from Thanksgiving to New Year’s day**, except loading, no parking, handicapped, and unbagged meter spaces surrounding government offices. Metered spaces will be designated by covering the meter with the well-known “Seasons Greetings-Free Parking” red plastic bag.

Attachments: None

Background Information: After several years of implementing a variety of Holiday Parking methods, meeting with varying degrees of success and objection, the system utilized last year seems to have worked rather well. City Staff believes that while allowing the vast majority of parking to be free and unrestricted, it is critical to maintain

available parking for short-term visitors to our government offices (120 out of 1,100 metered spaces) with continued enforcement of the short-term meters surrounding the Post Office (4th & White), the Federal Building (4th & Rood), the City Hall/County Administration block (5th & Rood to 6th & White), and the State Building (6th & Colorado). This will allow parking access to these buildings without adversely affecting the main retail/shopping corridors. Additionally the shared-revenue lots at the State Building and the United Methodist Church (5th & Grand) as always are excluded from Free Holiday Parking and will continue to be enforced.

We will continue to monitor the extent of cooperation realized from employees throughout downtown. Their effort to park where they normally would throughout the year and to utilize long term parking areas during the Holiday's is critical to the success of this effort.

Attach 17
Public Hearing – Ruckman Annexation and Zoning
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Annexation and zoning of the Ruckman Annexation located at 2903 and 2909 B ½ Road					
Meeting Date	November 16, 2006					
Date Prepared	November 10, 2005				File #ANX-2005-210	
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 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: Acceptance of a petition to annex and consider the annexation and zoning for the Ruckman Annexation. The Ruckman Annexation is located at 2903 and 2909 B ½ Road and consists of 2 parcels on 3.47 acres. The zoning being requested is RSF-4.

Budget: N/A

Action Requested/Recommendation: 1) approve resolution accepting a petition for annexation, 2) public hearing to consider final passage of annexation and zoning ordinances.

Background Information: See attached Staff Report/Background Information

Attachments:

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

STAFF REPORT / BACKGROUND INFORMATION					
Location:		2903 and 2909 B ½ Road			
Applicants:		Owner/Developer: Ruckman, Inc – Terry Ruckman Representative: Ciavonne Roberts & Assoc – Keith Ehlers			
Existing Land Use:		Single Family Residential / Agricultural			
Proposed Land Use:		Single Family Residential			
Surrounding Land Use:	North	Single Family Residential / Agricultural			
	South	Single Family Residential			
	East	Single Family Residential / Agricultural			
	West	Single Family Residential			
Existing Zoning:		County RSF-4			
Proposed Zoning:		City RSF-4			
Surrounding Zoning:	North	County RSF-4			
	South	County RSF-4			
	East	County RSF-4			
	West	County RSF-4			
Growth Plan Designation:		Residential Medium 4-8 du/ac			
Zoning within density range?		X	Yes		No

Staff Analysis:

ANNEXATION:

This annexation area consists of 3.47 acres of land and is comprised of 2 parcels. The property owners have requested annexation into the City as the result of request to subdivide in the County. Under the 1998 Persigo Agreement all subdivision requires 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 Ruckman 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.

Zone of Annexation: The requested zone of annexation to the RSF-4 district is consistent with the Growth Plan density of Residential Medium 4-8 du/ac. The existing County zoning is RSF-4. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

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

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

Response: The requested zoning is to place the property into an appropriate City zoning designation due to the annexation request. Therefore, this criterion 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 criterion is not applicable.

3. The proposed zone 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 RSF-4 zone district is compatible with the neighborhood and will not create any adverse impacts. Any issues that arise with development of the land will be addressed through the review of the proposed project.

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 criterion 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 criterion is not applicable.

Alternatives: In addition to the zoning that the petitioner has requested, the following zone districts would also be consistent with the Growth Plan designation for the subject property.

- a. RMF-5
- b. RMF-8

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.

The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
October 5, 2005	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
October 25, 2005	Planning Commission considers Zone of Annexation
November, 2, 2005	Introduction Of A Proposed Ordinance on Zoning by City Council
November 16, 2005	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
December 18, 2005	Effective date of Annexation and Zoning

RUCKMAN ANNEXATION SUMMARY

File Number:	ANX-2005-210	
Location:	2903 and 2909 B ½ Road	
Tax ID Number:	2943-293-00-080 / 104	
Parcels:	2	
Estimated Population:	6	
# of Parcels (owner occupied):	2	
# of Dwelling Units:	2	
Acres land annexed:	3.47 acres	
Developable Acres Remaining:	3.47 acres	
Right-of-way in Annexation:	0.00 acres	
Previous County Zoning:	RSF-4	
Proposed City Zoning:	RSF-4	
Current Land Use:	Single Family Residential / Agricultural	
Future Land Use:	Single Family Residential	
Values:	Assessed:	= \$27,450
	Actual:	= \$344,910
Address Ranges:	2903 and 2909 B ½ Road	
Special Districts:	Water:	Ute Water
	Sewer:	Orchard Mesa Sanitation District
	Fire:	Grand Jct Fire
	Irrigation:	Orchard Mesa Irrigation
	School:	Mesa Co School District #51
	Pest:	N/A

Site Location Map

Figure 1

Ruckman Annexation
Figure 5



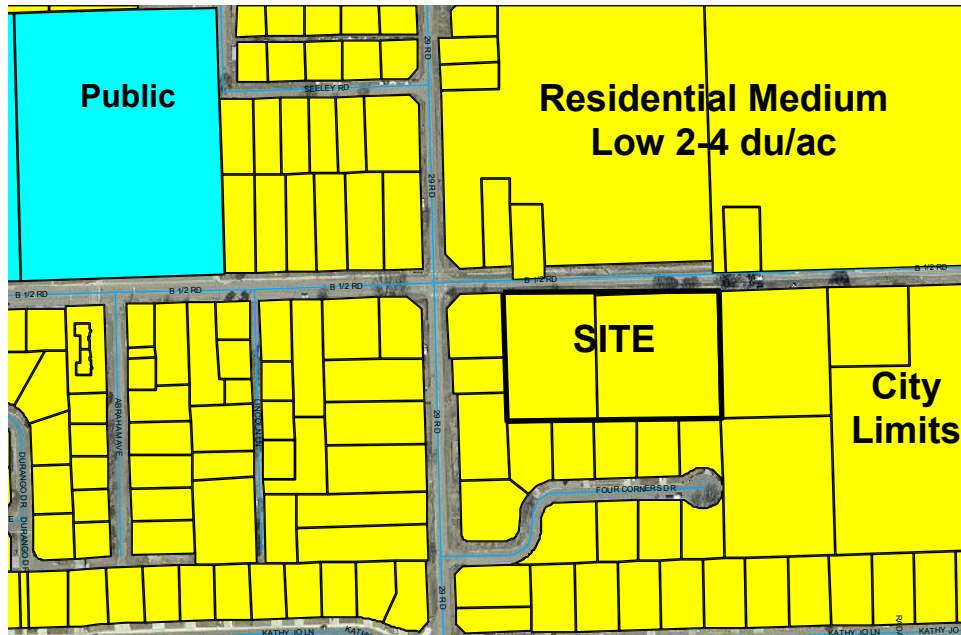
Aerial Photo Map

Figure 2



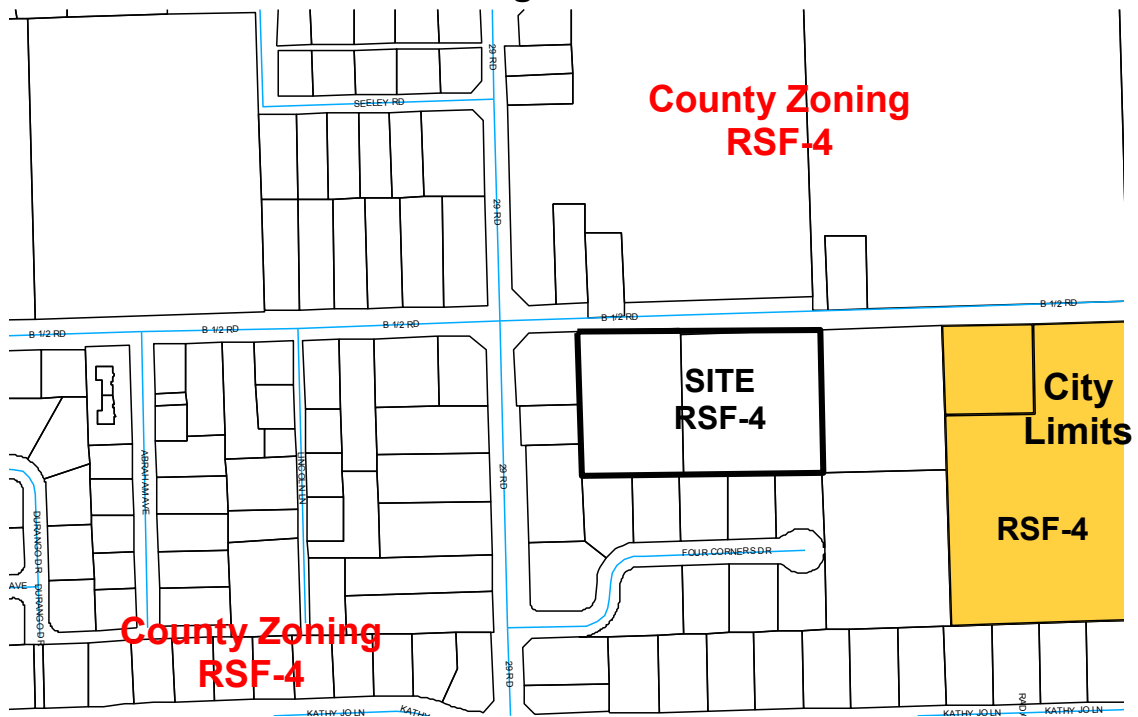
Future Land Use Map

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."

RESOLUTION NO. ____

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

LOCATED AT 2903 AND 2909 B 1/2 ROAD

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 5th day of October, 2005, 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:

RUCKMAN ANNEXATION

A certain parcel of land located in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of the NW 1/4 SW 1/4 of said Section 29 and assuming the North line of the NW 1/4 SW 1/4 of said Section 29 to bear N89°49'53"E with all bearings contained herein relative thereto; thence N89°49'53"E along the North line of the NW 1/4 SW 1/4 of said Section 29 a distance of 165.00 feet; thence S00°11'14"E a distance of 30.00 feet to a point on the Southerly right of way of B 1/2 Road and the Point of Beginning; thence along the Southerly right of way of said B 1/2 Road the following three courses: (1) N89°49'53"E a distance of 213.34 feet; (2) S00°11'14"E a distance of 10.00 feet; (3) N89°49'53"E a distance of 291.36 feet; thence

S00°11'14"E leaving the Southerly right of way of said B 1/2 Road a distance of 294.85 feet to the Northeast corner of Lot 7, Block One of Four Corners Subdivision, as recorded in Plat Book 12, Page 53, Mesa County, Colorado public records; thence S89°49'55"W along the Northerly line of said Four Corners Subdivision a distance of 504.70 feet to the Northwest corner of Lot 3, Block One of said Four Corners Subdivision; thence N00°11'14"W a distance of 304.85 feet more or less to the Point of Beginning.

Said parcel contains 3.47 acres (150,943 square feet) more or less as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 16th day of November, 2005; 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 ____ day of _____, 2005.

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**

RUCKMAN ANNEXATION

APPROXIMATELY 3.47 ACRES

LOCATED AT 2903 AND 2909 B 1/2 ROAD

WHEREAS, on the 5th day of October, 2005, 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 16th day of November, 2005; 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:

RUCKMAN ANNEXATION

A certain parcel of land located in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of the NW 1/4 SW 1/4 of said Section 29 and assuming the North line of the NW 1/4 SW 1/4 of said Section 29 to bear N89°49'53"E with all bearings contained herein relative thereto; thence N89°49'53"E along the North line of the NW 1/4 SW 1/4 of said Section 29 a distance of 165.00 feet; thence S00°11'14"E a distance of 30.00 feet to a point on the Southerly right of way of B 1/2

Road and the Point of Beginning; thence along the Southerly right of way of said B 1/2 Road the following three courses: (1) N89°49'53"E a distance of 213.34 feet; (2) S00°11'14"E a distance of 10.00 feet; (3) N89°49'53"E a distance of 291.36 feet; thence

S00°11'14"E leaving the Southerly right of way of said B 1/2 Road a distance of 294.85 feet to the Northeast corner of Lot 7, Block One of Four Corners Subdivision, as recorded in Plat Book 12, Page 53, Mesa County, Colorado public records; thence S89°49'55"W along the Northerly line of said Four Corners Subdivision a distance of 504.70 feet to the Northwest corner of Lot 3, Block One of said Four Corners Subdivision; thence N00°11'14"W a distance of 304.85 feet more or less to the Point of Beginning.

Said parcel contains 3.47 acres (150,943 square feet) more or less as described.

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

INTRODUCED on first reading on the 5th day of October, 2005 and ordered published.

ADOPTED on second reading this _____ day of _____, 2005.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE RUCKMAN ANNEXATION TO
RSF-4**

LOCATED AT 2903 AND 2909 B ½ ROAD

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Ruckman 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.

RUCKMAN ANNEXATION

A certain parcel of land located in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of the NW 1/4 SW 1/4 of said Section 29 and assuming the North line of the NW 1/4 SW 1/4 of said Section 29 to bear N89°49'53"E

with all bearings contained herein relative thereto; thence N89°49'53"E along the North line of the NW 1/4 SW 1/4 of said Section 29 a distance of 165.00 feet; thence S00°11'14"E a distance of 30.00 feet to a point on the Southerly right of way of B 1/2 Road and the Point of Beginning; thence along the Southerly right of way of said B 1/2 Road the following three courses: (1) N89°49'53"E a distance of 213.34 feet; (2) S00°11'14"E a distance of 10.00 feet; (3) N89°49'53"E a distance of 291.36 feet; thence

S00°11'14"E leaving the Southerly right of way of said B 1/2 Road a distance of 294.85 feet to the Northeast corner of Lot 7, Block One of Four Corners Subdivision, as recorded in Plat Book 12, Page 53, Mesa County, Colorado public records; thence S89°49'55"W along the Northerly line of said Four Corners Subdivision a distance of 504.70 feet to the Northwest corner of Lot 3, Block One of said Four Corners Subdivision; thence N00°11'14"W a distance of 304.85 feet more or less to the Point of Beginning.

Said parcel contains 3.47 acres (150,943 square feet) more or less as described.

Introduced on first reading this 2nd day of November, 2005 and ordered published.

Adopted on second reading this _____ day of _____, 2005.

Mayor

ATTEST:

City Clerk

Attach 18

**Infill/Redevelopment Incentive Request – 2048 N. 12th Street
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>								
Subject	Infill / Redevelopment – 2048 North 12 th Street							
Meeting Date	November 16, 2005							
Date Prepared	November 9, 2005				File #			
Author	Bob Blanchard Sheryl Trent Tim Moore Lanny Paulson			Community Development Director Assistant To The City Manager Public Works Manager Budget And Accounting Manager				
Presenter Name	Bob Blanchard Sheryl Trent			Community Development Director Assistant To The City Manager				
Report results back to Council	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	When			
Citizen Presentation	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name			
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Individual Consideration

Summary:

This is a request for infill / redevelopment incentives for a multifamily project located at 2048 North 12th Street, the northeast corner of 12th Street and Walnut. Requested incentives include deferral of fees, deferral of guarantees for project landscaping and off-site City improvements (i.e. undergrounding of utility lines).

Budget:

The financial impact of all requested incentives is \$43,000.00. The incentives would be direct financial contributions to offset costs. The potential source of funds for incentives is the economic development fund.

Action Requested/Recommendation:

City Council should review the application, determine the merits of each request and choose to assist the developer with the award of any or all requested incentives or select to not participate in the development.

Attachments:

Attachment 1 – Location Map

Attachment 2 – Infill / Redevelopment application by JBB Corporation

Background Information:

In September, 2004, City Council approved a resolution establishing an implementation program for the infill and redevelopment policies adopted as amendments to the Growth Plan. Specifically, the program consists of:

- Definitions of infill and redevelopment;
- Maps identifying areas where the application of infill and redevelopment incentives may be appropriate;
- A list of information to be provided to the Council for their consideration when acting on requests for incentives;
- A list of nine possible incentives; and,
- The establishment of a review committee consisting of representatives from:
 - City Manager's Office – Sheryl Trent
 - Administrative Services – Lanny Paulson
 - Public Works and Utilities – Tim Moore
 - Community Development – Bob Blanchard

Since that time, 12 applications have been reviewed. Of these, only three have been valid with most not meeting the definitions. The attached application, regarding property at 2048 North 12th Street is the third to be forwarded to the City Council for consideration.

Proposed Development

The proposed development is a 64 unit multifamily development at the northeast corner of 12th Street and Walnut Street. The development will consist of seven buildings with 8 to 12 units in each. A single entrance will be provided to the development from Walnut.

There is an existing house on the development site that will be retained until the first phase is completed when it will be removed.

The applicant has submitted a Site Plan Review and Simple Subdivision which are nearing the completion of the development review process. An exception to the Transportation Engineering Design Standards (TEDS) to allow a second access on Walnut Street closer to the intersection was denied.

The adopted definition of infill is:

“Infill” development means: The development of a vacant parcel, or an assemblage of vacant parcels, within an established area of the City, and which is bordered along at least three-quarters of the parcel’s, or combined parcels’, perimeter by developed land. In addition, such parcel generally has utilities and street access available adjacent to the parcel, and has other public services and facilities available near-by. Generally, these sites are vacant because they were once considered of insufficient size for development, because an existing building(s) located on the site was demolished, or because there were other, more desirable or less costly sites for development. (For purposes of this definition, ‘developed land’ shall not include land used for agriculture, as “agriculture” is described in Section 9.27 of the Grand Junction Zoning and Development Code.)

The application meets the definition except for the fact there is an existing house on the property, therefore it is not technically vacant. Discussions with the applicant indicated that the intent is to retain the home to serve as a caretaker residence until the second phase of construction is completed when it will be removed (see attached letter). In pursuing infill incentives, he was willing to either remove the structure to comply with the letter of the definition or limit the infill application to the vacant parcel. In reviewing the application, the review committee felt that even with the existing structure the application met the spirit of the infill / redevelopment program and indicated the application would be processed.

Infill Application

The application requests City assistance with four of the eight incentives:

Fee Deferral

The applicant is requesting that fees be deferred based on development phases. Fees that would be deferred include the Transportation Capacity Payment

(TCP) and the parks, water and sewer and school impact fees. The request would also freeze the amounts at the 2005 rates.

Fees have been calculated as follows (2005 rates):

8 Unit Buildings (Phases I, II, V, VI, VII):

TCP - \$8,312.00
Parks - \$1,800.00
Schools - \$2,336.00
Water - \$2,950.00
Sewer - \$8,640

12 Unit Buildings (Phases III, IV):

TCP - \$12,468.00
Parks - \$2,700.00
Schools - \$3,504.00
Water - \$2,950.00
Sewer - \$12,960.00

Fees are collected at the time a Planning Clearance is issued. The applicant is proposing that fees be deferred until each phase is completed and a certificate of occupancy (CO) is issued.

Additionally, the applicant has asked that the fees be "frozen" to the current 2005 amounts. The TCP fee is reevaluated annually and will be increasing 2.6% in 2006. The sewer plant investment fee will also be increasing in 2006 by approximately 17%.

Deferral Of Financial Guarantee For Landscaping

Completion of development improvements can be deferred with the approval of a Development Improvement Agreement. (DIA). The DIA outlines a schedule for improvements to be completed and is accompanied by some form of financial security, usually a letter of credit. Landscaping is one of those improvements frequently included in a DIA.

The applicant is proposing to secure landscaping improvements phase by phase rather than securing the landscaping for the entire project. Specifically, the financial requirement would be limited to a single phase which would roll over from one phase to the next as each is completed.

The Zoning and Development Code establishes the parameters for a DIA and the accompanying performance security. Financial guarantees are to be provided in the amount of 120% of the cost of the improvements and be sufficient to cover all improvements contained in an approved plan. Because the elements of a DIA are designed to cover all improvements contained within an approved plan, it may not be appropriate to secure landscaping improvements at an amount smaller than the entire site.

Off-Site Improvements

Additional assistance is being requested in the form of compensating 75% of the cost of undergrounding overhead utilities on both 12th Street and Walnut Street. While the applicant has estimated a total cost of \$43,000, the Public Works and Utilities Department has estimated the cost at \$17,000.00

Budget Considerations

Although there is currently no budget authorized to fund requests associated with the "Infill and Redevelopment Program", the available fund balance in the Economic Development Fund is the most likely candidate to fund this request. This is the same source of funds for previous infill/redevelopment incentive requests. The projected fund balance for the year ending December 31, 2005, net of current year commitments, is \$113,279.00.

Funding of the infill and redevelopment program has been identified as a specific decision item for the current budget cycle. The level and source for continued funding of this program will be the subject of a full discussion during budget deliberations later this year.

Recommendation for Council Consideration

Staff recommends that the Council approve the request for the deferral of fees, holding the fees at the 2005 level based on the date of the application. Each of the seven phases would then pay the appropriate fees, at the 2005 cost basis, upon completion of the phase. Should the project not be completed by August of 2007, any remaining phases should be charged the appropriate fees in place at that time.

The deposit for landscaping is not an issue that can be considered, as it is a part of our Zoning and Development Code. Staff will not waive the development improvement agreement for any part of an application, due to the intent of that deposit. With the full

deposit or a financial arrangement that would require the development to be responsible for those issues, the City can ensure that the development will be high quality and meet all our guidelines. Without that deposit we cannot require that the developer complete the application as intended. Therefore staff will not consider amending the DIA.

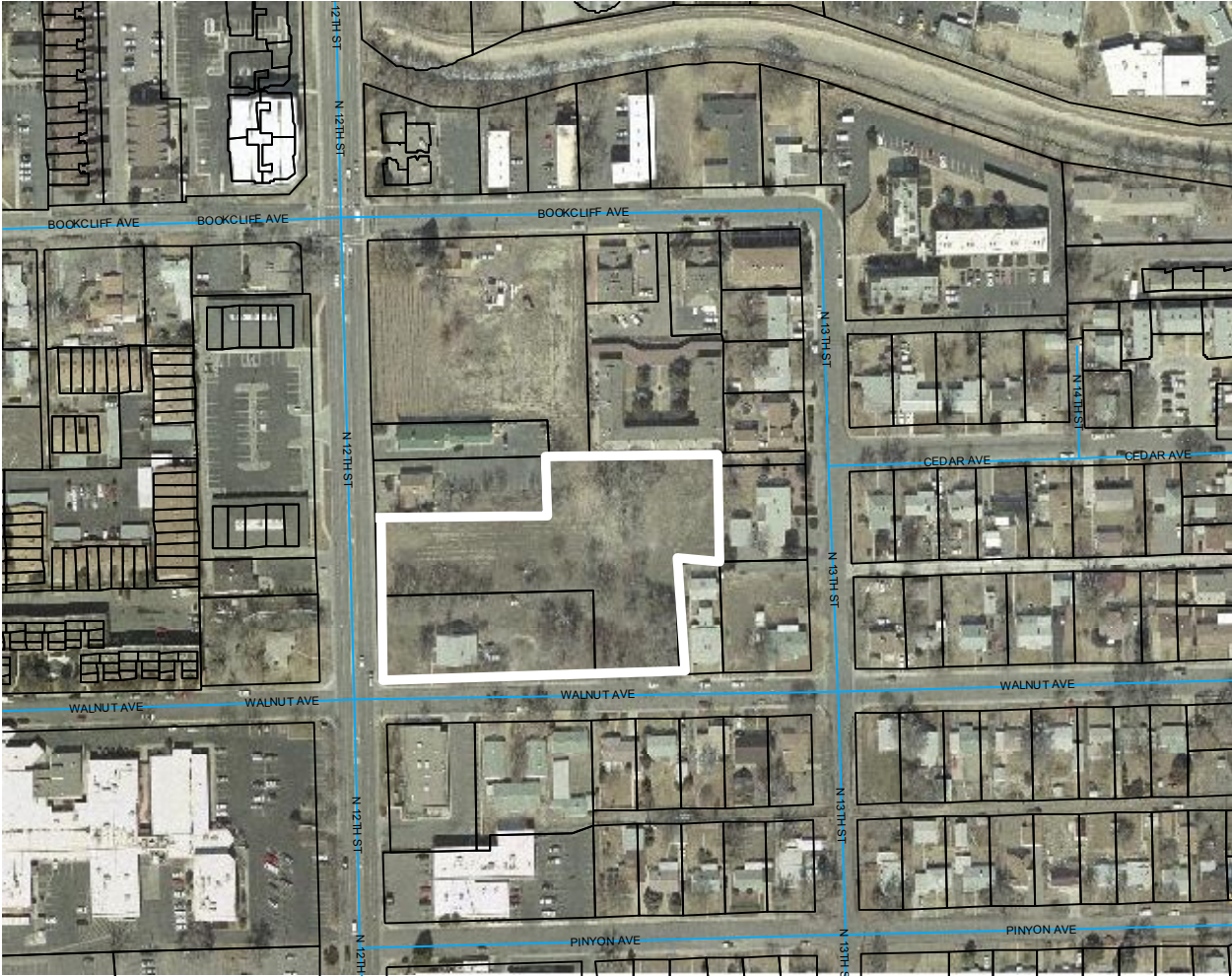
The request from the developer for \$43,000 for undergrounding is the final consideration for the Council. Staff has estimated those costs at \$17,000, and the applicant has requested a final figure from Xcel. However, in other developments, the City would require the developer to pay \$17,000 and then hold those funds until the City intended to underground a larger area than just that one development. In this case the developer is requesting to underground for aesthetic reasons as a part of the project. Staff would recommend committing \$17,000 to the costs of the undergrounding, with the developer being responsible for any additional costs.

REQUESTED INCENTIVES
JBB Corporation
2048 North 12th Street

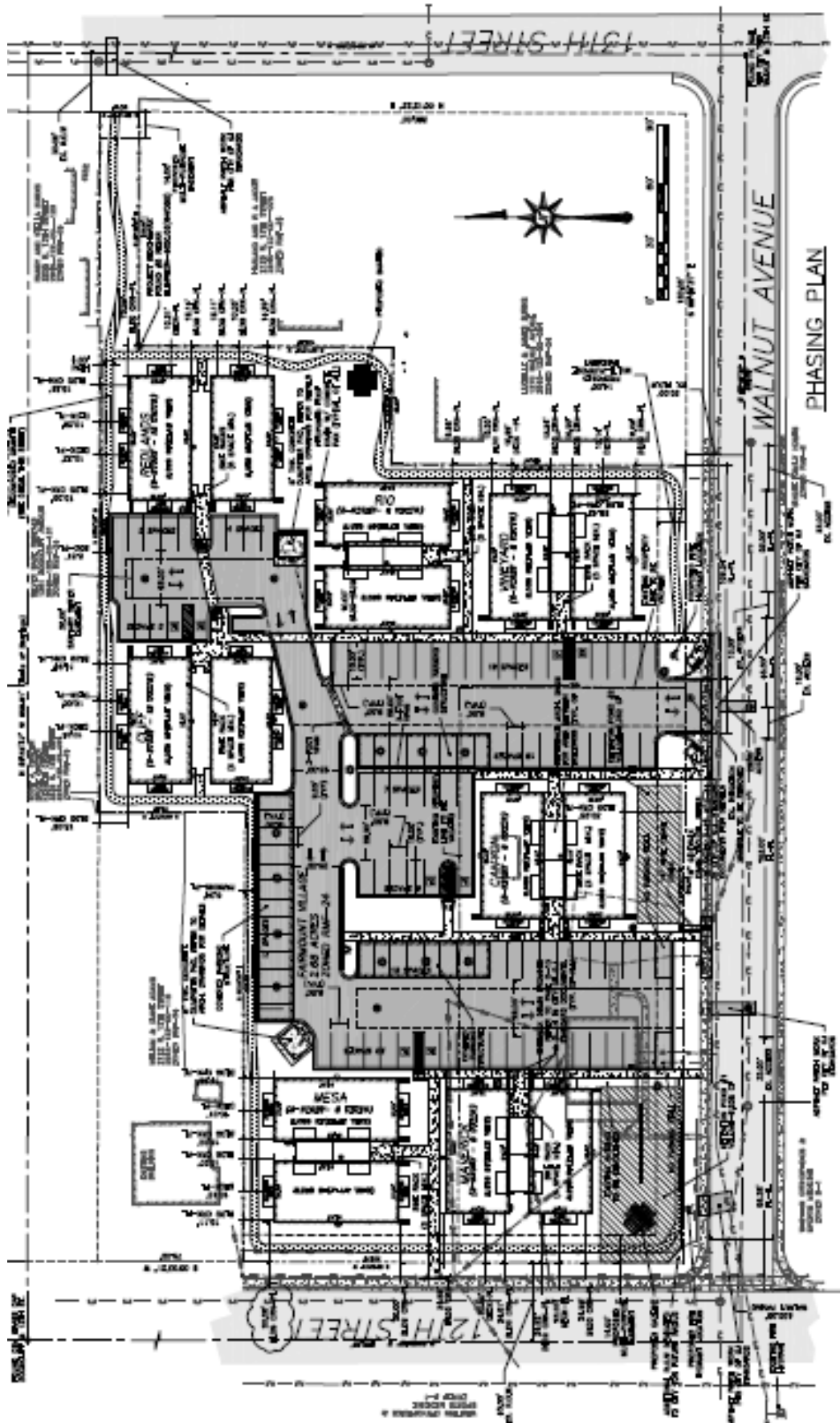
Requested Incentive	Amount Requested	Recommended Funding Source	Council Approval/Denial
Fee Deferral			
Undergrounding overhead utility lines	\$43,000	Economic Development Fund	

LOCATION MAP

2048 North 12th Street



Proposed Site Plan



**INFILL / REDEVELOPMENT APPLICATION
BY JBB CORPORATION**



Infill / Redevelopment Application

Applicant JBB Corporation
Street Address 93 South Devinney Street
City/State/Zip Golden, CO 80401
Telephone 303-638-8717 Fax Number 303-278-7335
Email Address karlisa@comcast.net
Project Name/Description Fairmount Village – 64 Unit condominium project

Site Location 2048 North 12th. Street
Tax Parcel Number(s) 2945-122-00-083 / 2945-122-00-076

Please answer the following questions

Please attach additional paper if needed.

1. Is the site within the City's geographically mapped area for: Infill Redevelopment
2. Does the site meet the definition of Infill or Redevelopment?
3. Describe how the site is compatible with the surrounding area and meets community values including compatibility with surrounding quality of design and site planning.
Instead of building 2 or 3 larger blocks, Fairmount village will be a nice community of seven smaller buildings, each 8 to 12 units, that fit in size and design to the surrounding, and will enhance the value of the Fairmount subdivision. See attachments.
4. Describe the project's feasibility. This should include the developer's resume of experience, whether project financing is in place and, for non-residential projects, what tenant commitments are in place.
JBB Corporation has financing for up to \$2.45 million, part in revolving construction accounts that are restocked at the sale of each of the seven phases (each building will be a phase). Project managers of JBB Corporation, have together, more than 100 years experience in development and marketing.
5. Within a distance of 1,000 feet, list any specific infrastructure projects planned and/or funded by the City or any proposed off-site contributions anticipated by the proposed project that address existing deficiencies as defined by the City.
None
6. What is the level of sharing of City vs. private participation for specific enhancement request or code requirements?
75% of city funding for undergrounding of power lines along North 12th Street and along Walnut.

7. Does the proposed project include a mixture of uses? If so, describe the types and percentage.

Residential

8. Is the proposed project part of an economic development recruitment.

No

9. Will the proposed project preserve or enhance any historic structure or site? Has the structure or site been inventoried by the City?

No historic structure on site

10. Does the proposed project include an affordable housing element? If so, provide details including how the project meets different HUD definitions for affordable housing.

N/A

11. Does the proposed project go beyond current Code requirements and provide enhanced architectural and design elements? If so, describe.

Yes. All units and buildings will be sprinkled.

12. The following is a list of potential forms of City involvement. Please indicate (✓) the type of incentive you would like to be considered for and provide justification for your request.

	Applicant ✓	City Staff Approval
a. Expedited development review process.	✓	
b. Assistance with city agency review.	✓	
c. Deferral of fees (examples may include permitting fees, tap fees and impact fees).	✓	
d. Density bonuses for residential projects.	✓	
e. Proactive city improvements, i.e., "prime the pump" by investing in various city improvements prior to any private development commitment.		
f. Financial participation – because many desired projects are not viable without city participation and/or to reduce the relative land cost for redevelopment versus vacant property.		
g. Contribution to enhancements / upgrades versus typical standards (for instance upgrading a split face block building treatment to a stone building treatment.)		
h. Off-site city improvements required by Code, i.e., access, undergrounding of utilities, streetscape, etc.	✓	
i. City assemblage of development parcels for redevelopment bids.		

JBB Corporation
Jurgen Denk, President
93 South Devinney Street
Golden, CO 80401

August 14, 2005

City Council of Grand Junction

To Whom It May Concern:

The City Council of Grand Junction has developed, after ten years, a very well thought-out infill and redevelopment program. JBB Corporation, the developer of a small condominium community called Fairmount Village, is hoping to be the very first to be granted the privileges of this program.

We believe that our project meets the carefully planned goals set by the City Council.

Location

Fairmount Village's location, on 2048 North 12th and Walnut, is a 2.4 acre parcel within the infill boundaries. There is an old house on the corner of the parcel that will be removed at the appropriate time of construction. It's conveniently located across from the community hospital, within just two blocks of the Mesa College and still within a five-minute walk to Saint Mary's Hospital. This provides plenty of opportunity for residents not to commute and leave their cars parked.

Suburban Sprawl

The absolute proximity to the college, hospitals and center of town will help reduce "end of the road" suburban sprawl.

Infrastructure

The property is already connected to existing infrastructure i.e. 12th Street/Walnut Street, sewer and water lines etc. By Fairmount Village utilizing the existing infrastructure, it will ensure even more efficient usage of City and County facilities without the City having to spend extra time and resources for expansion.

Affordability

The pricing of the units will be very affordable, even though it will not be an "affordable housing" project per se. Fairmount Village will support the handicapped community by providing two handicap A units and seven handicap B units.

Design

Fairmount Village will be a community of seven buildings, with eight to twelve units in each building. Although a large, multi-story block design is more cost effective, we believe our design of smaller buildings with a village idea fits better to the current surroundings. JBB Corporation, as the Developer, wants to be a community player and

thus is very concerned with Fairmount Village fitting nicely into the existing neighborhood.

The project is comprised of seven phases, with each building considered as a separate phase.

We are respectfully asking the City Council for several privileges for this Infill development.

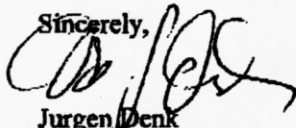
1. Deferral of all fees (TCP, PARKS, WATER/SEWER TAP, & SCHOOL IMPACT) until each phase is sold, and the freeze of fee amounts at the 2005 level (start of project)

Our financing is laid out and secured to always build two phases without considering sales revenue. Not having to advance \$200K-\$210K in fees will help cash flow tremendously. None of the contractor, subcontractors or vendors of the Grand Junction community will have to wait 90 to 120 days for payment. All fees must be paid for each phase at time of sale.

2. Contribution for undergrounding of power lines along North 12th Street and Walnut. Fairmount Village shall improve the modern image of the community by this effort. We are asking for 75% of the cost for undergrounding both along 12th and Walnut Streets. It is understood that the marketability of the units will also be enhanced. We estimate the cost to be approximately \$43,000.

JBB Corporation hopes to be granted the requested privileges by the City Council and will work with you towards modernizing and improving the City of Grand Junction.

Sincerely,



Jurgen Denk
President
JBB Corporation

Re: "Fairmount Village"
Condominium Project
2048 12th Street
Grand Junction, CO

To Whom It May Concern:

The "Fairmount Village" Condominium project will have two phases to complete the infrastructure.

The first phase will be the necessary infrastructure for the buildings called the Vineyard, Rio, Redlands, Cliff and Canyon.

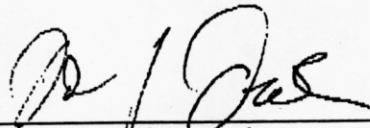
The second phase will be all necessary infrastructure to service the buildings - Mesa and Maverick. At that point in time, the existing structure that is used as security for the project will be demolished.

The construction of the buildings itself will be done in seven phases (with seven separate permits), starting with the building called "Vineyard" (8 units), then "Rio" (8 units), "Redlands" (12 units), "Cliff" (12 units), "Canyon" (8 units), "Mesa" (8 units), and finally "Maverick" (8 units).

Each building shall receive its own certificate of occupancy (CO) so that units can be sold while continuing the construction of the next building. All city/county fees shall be due for each CO at that time (an infill program application to allow and facilitate this process has been filed). The deposit for landscaping shall move to the next building, and so on, until all buildings are completed.

There will be no onsite storage for maintenance.

JBB Corporation, the builder, hopes for cooperation of all parties involved and wants to strengthen the communities in which it builds.



JBB Corporation

10.21.05
Date

JBB Corporation

Jurgen Denk – Principle/President

Sheryl Trent
City of Grand Junction

Re: Infill and Redevelopment Application for Fairmount Village

October 26, 2005

Dear Sheryl:

Per our phone conversation, I hope the following will provide the necessary input to satisfy the committee:

1. The density bonus can be deleted.
2. Each of the seven buildings will have its own permit. We are asking the committee to allow us to pay the fees (TCP, parks, water tap, sewer and school impact) upon the receipt of each unit's CO. We anticipate completing the project by July or August of 2007, and are requesting that the committee freeze the fees at the 2005 level, which is the time frame in which we are pulling the permits and beginning the project. In addition, we are asking the committee to allow us to deposit the estimated costs for landscaping due for one building, instead of for all seven. When receiving the CO for the first building, the deposited funds shall move to the next building, and so on, until completion of building seven and its respective landscaping. The total landscaping cost was estimated at approximately \$70K, approximately \$10K per building.
3. Our estimate was based on electrical work, earth movement and dug out that needs to be completed along 12th and Walnut streets, in a way not to disturb the 24-hour hundred year flood retention that is required by the city. We asked Xcel Energy to provide us with an estimate, which shall be provided to your committee as soon as possible.

I hope I have addressed all issues sufficiently. If you should have any additional questions or concerns, please call me on my cell phone 303-638-8717.

Thank You.

Sincerely,

Jurgen Denk
JBB Corporation

93 Devinney Street
Golden, CO 80401
303-638-8717
303-278-7335 Fax
Karlisa1@comcast.net

Attach 19

**Approval of DOLA Grant Application for Railroad Crossing Improvements
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Approval of DOLA Grant Application for Railroad Crossing Improvements					
Meeting Date	November 16, 2005					
Date Prepared	November 10, 2005				File #	
Author	Sheryl Trent		Assistant to the City Manager			
Presenter Name	Sheryl Trent		Assistant to the City Manager			
Report results back to Council		No	x	Yes	When	Receipt of grant funding
Citizen Presentation		Yes	x	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary: This is a request that the City Council authorize the application of a grant for \$358,000 from the DOLA Energy and Mineral Impact Assistance Grant for the installation of railroad crossing safety equipment at a crossing on River Road between Sandhill Lane and 24 ¾ Road. This crossing is currently unmarked and the growth in the oil and gas industry has caused a significant increase in rail, automobile, and truck traffic at this location, placing the public at risk both in terms of a significant accident and a hazardous materials spill.

Budget: There is a current budget for this City funding that is a part of this request. The Riverside Parkway will be funding the \$10,000 for a preliminary engineering study and the \$10,000 for the actual construction. In addition, staff will be working with the Public Utilities Commission and Union Pacific for additional funding.

Action Requested/Recommendation: That the City Council approve the application and authorize the Mayor to sign.

Attachments: None

Background Information: This request was actually generated by the railroad employees who work on the trains that service the oil and gas companies that are located there. BJ Services receives shipments of flammable and hazardous materials on a daily basis. No crossing signal or any other safety device is at either location

where the trains cross River Road to access the sites of the energy companies. Union Pacific operates those crossings but has no plans to improve either the safety or the appearance of those locations. Recent concrete placed by Union Pacific in the spring of 2005 is currently inadequate to meet the needs of the traffic both on the railroad spur and the automobile traffic on River Road.

The traffic count in 2004 on River Road indicated that 22% of the traffic was heavy truck traffic, and that is only increasing due to the expansion of the oil and gas industry in Mesa County. The City of Grand Junction Police Department and the City of Grand Junction Fire Department are both concerned about the significant potential for an injury accident that will also involve hazardous materials and environmental concerns.

The installation of crossing arms and guards as well as a lighted signal and signs will greatly improve the safety. As a train is approaching the crossing, traffic will be stopped. The improvement of the roadway will also ensure a safer crossing.

PROJECT BUDGET & FUNDING SOURCES

PROJECT EXPENDITURES		PROJECT REVENUES				
Project Budget Line Items: (Examples: architect, engineering, equipment, construction etc.)	Total Cost	Impact Assistance	Other Funds Requested or Committed			
			Amount	Source	Unit Cost	Status*
Construction of the improved roadway adjacent to crossing including reconstruction of tracks	\$168,000	\$158,000	\$10,000	City of Grand Junction		Committed
Preliminary Engineering	\$10,000		\$10,000	City of GJ		Committed
Final Engineering and Inspection	\$20,000	\$200,000	\$20,000	City of GJ		Committed
Railroad crossing signal and arms	\$250,000		\$50,000		Union Pacific*	
TOTAL	\$448,000	\$358,000	\$90,000			

*e.g., committed, in application stage, etc.

*Union Pacific will be requested to contribute 20% of the cost of the crossing signals and arms.

Attach 20

**Approval of DOLA Grant Application for Air Tech Park Infrastructure
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Approval of DOLA Application Grant for Air Tech Park Infrastructure					
Meeting Date	November 16, 2005					
Date Prepared	November 10, 2005				File #	
Author	Sheryl Trent		Assistant to the City Manager			
Presenter Name	Sheryl Trent		Assistant to the City Manager			
Report results back to Council		No	x	Yes	When	Receipt of grant funding
Citizen Presentation		Yes	x	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary: This is a request that the City Council authorize the application of a grant for \$297,000 from the DOLA Energy and Mineral Impact Assistance Grant for the installation of infrastructure into five (5) lots located on approximately ten (10) acres of industrial land at 825 Landing View Lane in Grand Junction, Colorado. This land will then be used as much needed industrial locations, either on the retail market or as incentives for economic development organizations during recruitment of new businesses. The requested funding will allow the project to be completed in one phase within 2006.

Budget: There is no current budget for this City funding that is a part of this request. In the past DOLA has requested that public funding be a part of any grant project. Staff has indicated in the grant application the support that the City of Grand Junction has provided to economic development infrastructure and land efforts, including our ownership and purchase of Bookcliff Technology Park.

Action Requested/Recommendation: That the City Council approve the application and authorize the Mayor to sign.

Attachments: None

Background Information: At this point, there is a lack of industrial inventory in the City of Grand Junction and significant demand as evidenced by the Listening to Business Report (see Executive Summary attached). There are two main objectives in completing this project:

- First, the intent is to offer some of the lots provided in this proposal on the retail market.
- Second, this will allow some available inventory for use as incentives for possible economic development organizations. There are plans underway to use several of these lots as an incentive package in conjunction with the Grand Junction Economic Partnership.

Both the City of Grand Junction and IDI have limited resources with which to develop and maintain industrial inventory, and this larger piece of land is appropriately located to attract new businesses and offer expansion opportunities for existing businesses. Air Tech Park is located on ten acres at the physical address as 825 Landing View Lane. This property is flanked with other industrial developments. 3D Systems is located on the property's southern border. North Crest Industrial Park is this property's western neighbor. Both the north and east property boundaries are shared with Walker Field Airport.

PROJECT BUDGET & FUNDING SOURCES

PROJECT EXPENDITURES		PROJECT REVENUES				
Project Budget Line Items: (Examples: architect, engineering, equipment, construction etc.)	Total Cost	Impact Assistance	Other Funds Requested or Committed			
			Amount	Source	Unit Cost	Status*

Value of land	\$400,000	\$0	\$400,000	IDI		Committed
Engineering Fees	\$65,000	\$0	\$65,000	IDI		Committed
Sanitary Sewer	\$17,058	\$17,058				
Domestic Water	\$25,474	\$25,474				
Streets and Bridges	\$87,937	\$87,937				
Earthwork, Removals and Resetting, Seeding and Soil Retention, Storm Drainage Facilities	\$56,727	\$56,727				
Irrigation, Landscaping	\$8,419	\$8,419				
Miscellaneous City Security (20%)	\$58,196	\$58,196				
	\$37,325	\$37,325	\$800,000**	City of Grand Junction		Committed
TOTAL	\$756,137	\$291,137	\$465,000			

*e.g., committed, in application stage, etc.

**This value of this land will allow IDI to leverage existing property and offer Air Tech Park as a developed property for industrial businesses

Attach 21

**Purchase of Property at 902 -1030 S. 5th Street for the Riverside Parkway Project
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Purchase of Property at 902 -1030 S. 5 th Street for the Riverside Parkway Project					
Meeting Date	November 16, 2005					
Date Prepared	November 14, 2005				File #	
Author	Jim Shanks		Riverside Pkwy Program Manager			
Presenter Name	Jim Shanks		Riverside Pkwy Program 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: The City has entered a contract to purchase right-of-way at 902-1030 S. 5th Street from Dean H. VanGundy. Mr. VanGundy owns an 80% interest in the majority of the property and a 100% interest in one lot. The City's obligation to purchase this right-of-way is contingent upon Council's ratification of the purchase contract.

Budget: Sufficient funds exist in the 2005 Riverside Parkway budget to complete the City's due diligence investigations and purchase of this right-of-way:

Project Right-of-Way Budget	\$19,554,715
Project Right-of-Way Related Expenses to Date:	\$13,769,399
Costs Related to this Property Purchase:	
Purchase Price (80% interest except parcel E-31)	\$1,780,504
Moving and Business Relocation costs	\$1,727,950
Closing Costs	\$500
Residential Supplement	\$35,000
Environmental Inspections	\$5,000
Asbestos Removal	\$15,000
Demolition and Misc environmental cleanup	\$25,000
Total Costs Related to This Request	\$3,588,954
Project Remaining Right-of-Way Funds	\$2,241,362
Total Project Budget	\$96,022,096
Estimated Project Costs:	
Right-of-Way & Land Purchases / relocation expenses	\$19,554,715
General Fund property purchases	\$886,044
Prelim. Engineering / 1601 Process	\$5,486,000
Final Design	\$2,994,000
Construction oversight	\$4,200,000
City Admin Expenses / attorney's fees / stipends	\$3,115,000
Utility relocations / Street Lights	\$2,300,000
Undergrounding	\$2,232,000
Construction	\$55,254,337
Total Estimated Project Costs	\$96,022,096

Action Requested/Recommendation: Adopt a Resolution authorizing the purchase of property at 902 - 1030 S. 5th Street from Dean H. VanGundy.

Attachments:

1. Proposed Resolution.

Background Information: On November 4, 2003, a majority of the City electorate voted to authorize the City to issue \$80 million in bonds to fund the Riverside Parkway. Expenditure of the authorized funding will expedite the design, property acquisition and construction of this transportation corridor.

The subject property includes the following:

Project Parcel	Assessor Number	Address	Zoned	Current use	Lot Size	ROW Reqd (Sq Ft)	Remnant Property
E-19	2945-232-00-069	None	C-2	Salvage Recycling	7122	2137	4985
E-20	2945-232-02-001	902 South 5th	C-2	Salvage Recycling	8,443	8,443	0
E-21	2945-232-02-002	912 South 5th	C-2	Salvage Recycling	5,958	5,958	0
E-22	2945-232-02-003	914 South 5th	C-2	Salvage Recycling	4,372	4,372	0
E-23	2945-232-02-010	None	C-2	Salvage Recycling	5,216	5,216	0
E-24	2945-232-02-037	None	C-2	Salvage Recycling	5,042	5,042	0
E-25	2945-232-02-012	926 South 5th	C-2	Salvage Recycling	5,067	5,067	0
E-27	2945-232-02-017	None	C-2	Salvage Recycling	3,830	3,830	0
E-28	2945-232-02-018	None	C-2	Salvage Recycling	5,848	5,848	0
E-29	2945-232-02-035	1018 South 5th	C-2	Salvage Recycling	15,457	15,457	0
E-30	2945-232-02-019	1028 South 5th	C-2	Salvage Recycling	2,711	2,711	0
E-31*	2945-232-02-020	1030 South 5th	C-2	Salvage Recycling	4,895	4,895	0
E-32	2945-232-02-022	1110 South 5th	C-2	Salvage Recycling	5,299	5,299	0
E-35	2945-232-02-005	1018 South 5th	C-2	Salvage Recycling	10,048	0	10,048
E-36	2945-232-02-004	None	C-2	Salvage Recycling	4,802	2,828	1,974
E-37	2945-232-02-006	None	C-2	Salvage Recycling	16,302	500	15,802
E-38	2945-232-02-009	None	C-2	Salvage Recycling	5,195	5,195	0
E-39	2945-232-02-008	None	C-2	Salvage Recycling	5,396	4,810	586
E-39.5	2945-232-02-037	None	C-2	Salvage Recycling	33,026	1,040	31,986
E-40	2945-232-02-036	1018 South 5th	C-2	Salvage Recycling	41,091	41,091	0
E-41	2945-232-02-014	None	C-2	Salvage Recycling	20,759	17,477	3,282
E-42	2945-232-02-033	None	C-2	Salvage Recycling	7,092	7,092	0
E-43	2945-232-02-030	None	C-2	Salvage Recycling	8,814	8,814	0
		Total square footage			231,785	163,122	68,663
		Total acreage			5.32	3.74	1.58
*Parcel E-31 is owned solely by Dean H. Van Gundy.							

A Phase I Environmental Audit has been completed in anticipation of the purchase and four Phase II surface and sub-surface samples were analyzed. Additional Phase II sampling will occur as the property is cleared.

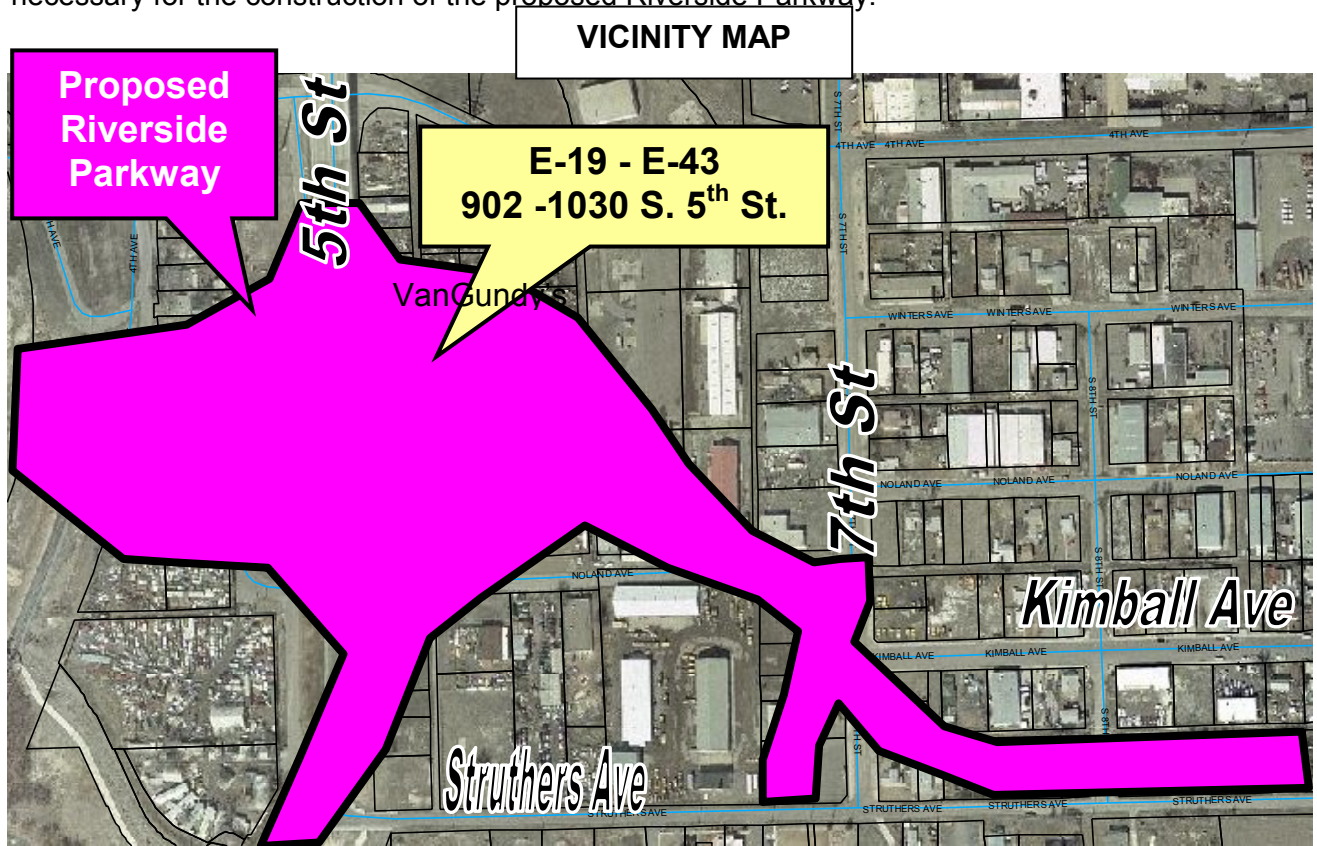
It is the City's standard practice to complete an appraisal of the real estate to be acquired prior to acquisition. The property owner is encouraged, but not required, to also obtain an appraisal. There were 3 appraisals performed on these properties. The City's appraisal was \$1,380,000, Eldon VanGundy's appraisal was \$1,700,000 and Dean VanGundy's appraisal was \$2,205,000. The appraisals were completed in October 2004 & January 2005. As a part of the purchase negotiations, the appraisals were updated for inflation. An inflation rate of 10% per year for commercial/industrial property was used by the City's appraiser.

The City's appraisal failed to assign a value to several items including the existing rail spur, water & sewer taps, the perimeter alarm system and the existing business sign. The owner also claimed value in his existing use rights. That value was not reflected in the appraised amounts. The purchase price for the entire property is \$2,169,380.

As part of the agreement, the City negotiated an option agreement for Dean VanGundy to purchase the 1.5 acre remnant property for \$575,000. The option agreement will expire, if not exercised, on January 1, 2007. A part of the option agreement includes the City processing an application to rezone from C-2 to I-1, the vacation of an existing alley and the platting of the various lots into a single lot. VanGundy's will be responsible for preparing and applying for a conditional use permit for the salvage yard use. The City makes no guarantees on the outcome of any planning actions.

Closing on the property is set to occur on or before December 15, 2005.

Staff recommends that the City Council ratify the purchase agreement as the acquisition is necessary for the construction of the proposed Riverside Parkway.



RESOLUTION NO. _____
A RESOLUTION AUTHORIZING THE PURCHASE OF RIGHT-OF-WAY
AT 1018 S. 5th STREET FROM DEAN H. VANGUNDY

Recitals.

A. The City of Grand Junction has entered into a contract with Dean H. VanGundy, for the purchase by the City of certain property located within the proposed alignment of the Riverside Parkway:

Project Parcel	Assessor Number	Address	Zoned	Current use	Lot Size	ROW Reqd (Sq Ft)	Remnant Property
E-19	2945-232-00-069	None	C-2	Salvage Recycling	7122	2137	4985
E-20	2945-232-02-001	902 South 5th	C-2	Salvage Recycling	8,443	8,443	0
E-21	2945-232-02-002	912 South 5th	C-2	Salvage Recycling	5,958	5,958	0
E-22	2945-232-02-003	914 South 5th	C-2	Salvage Recycling	4,372	4,372	0
E-23	2945-232-02-010	None	C-2	Salvage Recycling	5,216	5,216	0
E-24	2945-232-02-037	None	C-2	Salvage Recycling	5,042	5,042	0
E-25	2945-232-02-012	926 South 5th	C-2	Salvage Recycling	5,067	5,067	0
E-27	2945-232-02-017	None	C-2	Salvage Recycling	3,830	3,830	0
E-28	2945-232-02-018	None	C-2	Salvage Recycling	5,848	5,848	0
E-29	2945-232-02-035	1018 South 5th	C-2	Salvage Recycling	15,457	15,457	0
E-30	2945-232-02-019	1028 South 5th	C-2	Salvage Recycling	2,711	2,711	0
E-31*	2945-232-02-020	1030 South 5th	C-2	Salvage Recycling	4,895	4,895	0
E-32	2945-232-02-022	1110 South 5th	C-2	Salvage Recycling	5,299	5,299	0
E-35	2945-232-02-005	1018 South 5th	C-2	Salvage Recycling	10,048	0	10,048
E-36	2945-232-02-004	None	C-2	Salvage Recycling	4,802	2,828	1,974
E-37	2945-232-02-006	None	C-2	Salvage Recycling	16,302	500	15,802
E-38	2945-232-02-009	None	C-2	Salvage Recycling	5,195	5,195	0
E-39	2945-232-02-008	None	C-2	Salvage Recycling	5,396	4,810	586
E-39.5	2945-232-02-037	None	C-2	Salvage Recycling	33,026	1,040	31,986
E-40	2945-232-02-036	1018 South 5th	C-2	Salvage Recycling	41,091	41,091	0
E-41	2945-232-02-014	None	C-2	Salvage Recycling	20,759	17,477	3,282
E-42	2945-232-02-033	None	C-2	Salvage Recycling	7,092	7,092	0
E-43	2945-232-02-030	None	C-2	Salvage Recycling	8,814	8,814	0
		Total square footage			231,785	163,122	68,663
		Total acreage			5.32	3.74	1.58
*Parcel E-31 is owned solely by Dean H. Van Gundy.							

B. The purchase contract provides that on or before November 16, 2005, the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of the right-of-way.

C. Based on the advice and information provided by the City staff, the City Council finds that it is necessary and proper that the City purchase the right-of-way at 902-1030 S. 5th Street.

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

1. The property described herein shall be purchased for a price of \$1,780,504. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said right-of-way which are consistent with the provisions of the negotiated Contract to Buy and Sell Real Estate and this Resolution are hereby ratified, approved and confirmed.

2. The sum of \$1,780,504 is authorized to be paid at closing, in exchange for conveyance of Dean H. VanGundy's interest in the described right-of-way.

3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the purchase of the described property. Specifically, City staff is directed to effectuate this Resolution and the existing Memorandum of Agreement, including the execution and delivery of such certificates and documents as may be necessary or desirable to complete the purchase for the stated price.

PASSED and ADOPTED this ____ day of _____, 2005.

Attest:

President of the Council

City Clerk