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

WEDNESDAY, JANUARY 18, 2006, 7:00 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation – Jim Hale, Spirit of Life Christian Fellowship

APPOINTMENTS

TO THE PLANNING COMMISSION/ZONING BOARD OF APPEALS

CITIZEN COMMENTS

***** CONSENT CALENDAR ***®**

1. **Minutes of Previous Meetings**

[Attach 1](#)

Action: Approve the Minutes of the Special Meeting January 4, 2006 and the Minutes of the January 4, 2006 Regular Meeting

2. **Purchase of Police Vehicles**

[Attach 2](#)

This purchase is for the replacement of four (4) Ford Crown Victoria and two (2) Ford Expedition Police Patrol vehicles. They are currently scheduled for replacement in 2006 as identified by the annual review of the fleet replacement committee.

Action: Authorize the City Purchasing Manager to Purchase Four (4) Ford Crown Victoria Police Vehicles and Two (2) Ford Expedition 4x4 XLT's from Lakewood Fordland in the Amount of \$150,418

Staff presentation: Ronald Watkins, Purchasing Manager
Mark Relph, Public Works and Utilities Director

3. **Purchase of Survey Equipment** [Attach 3](#)

This is a sole source purchase of Trimble brand survey equipment replacement and software upgrade.

Action: Authorize the City Purchasing Manager to Purchase Survey Equipment from Vectors Inc., Denver, CO in the Amount of \$89,019.42

Staff presentation: Ronald Watkins, Purchasing Manager
Mark Relph, Public Works and Utilities Director

4. **Setting a Hearing for Zoning the Ankarlo Annexation, Located at 385 31 5/8 Road** [File #ANX-2005-194] [Attach 4](#)

Introduction of a proposed zoning ordinance to zone the Ankarlo Annexation RSF-4, located at 385 31 5/8 Road.

Proposed Ordinance Zoning the Ankarlo Annexation to RSF-4, Located at 385 31 5/8 Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for February 1, 2006

Staff presentation: Senta L. Costello, Associate Planner

5. **Setting a Hearing for the Mims Annexation, Located at 492 30 Road** [File #ANX-2005-293] [Attach 5](#)

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 5.88 acre Mims Annexation consists of 1 parcel.

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

Resolution No. 07-06 – 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, Mims Annexation, Located at 492 30 Road

®Action: Adopt Resolution No. 07-06

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Mims Annexation, Approximately 5.88 Acres, Located at 492 30 Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for March 1, 2006

Staff presentation: Senta L. Costello, Associate Planner

6. **Setting a Hearing for Amendments to Chapter 16 of the Code of Ordinances Regarding Weeds** [Attach 7](#)

As part of City Council's Strategic Plan and specifically Goal 17 of the Strategic Plan, and in response to dissatisfaction expressed in a citizen satisfaction survey, a team was formed to review and evaluate weed management issues. Part of Team 4's efforts included a review of Chapter 16, Article II of the Code of Ordinances, Junk, Rubbish and Weeds, to determine if changes to the current ordinance would help increase awareness of the ordinance, clarify responsibilities and thereby improve public satisfaction.

Proposed Ordinance Amending Chapter 16, Article II, Junk, Rubbish and Weeds, of the Code of Ordinances, City of Grand Junction, Specifically Section 16-26, Definitions; Section 16-27, Duties of Property Owner and Lessee, Unlawful Accumulations, Inspections, Section 16-30, Notice to Abate; Cutting, Removal by City, Section 16-31, Assessing Costs, and Section 16-33, Collection of Assessments

Action: Introduction of a Proposed Ordinance and Set a Hearing for February 1, 2006

Staff presentation: John Shaver, City Attorney

7. **2006 Enforcement of Underage Drinking Laws Grant** [Attach 8](#)

The Colorado Liquor Enforcement Division (LED), of the Colorado Department of Revenue, is accepting applications until January 31, 2006 for funding under the terms of a federal grant from the Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice. The grant would be for the purposes of enforcing the underage drinking laws.

Action: Authorize the Police Department to Apply for the 2006 Enforcement of Underage Drinking Laws Grant in the Amount of \$52,018.00, \$16,593.00 of

Which will be Allocated to Mesa State College and Authorize the City Manager to Sign the Grant Contract in the Event the Grant is Awarded

Staff presentation: Harry Long, Police Captain

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

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

8. **Change Order to the 2005 Interceptor Rehab Project** [Attach 9](#)

This work includes rehabilitation of deteriorated existing sewer lines utilizing a Cured in Place Pipe (CIPP) process. The sewer lines are located within the Panorama subdivision, and along the Riverside Parkway. This change order, to the 2005 Interceptor Sewer Rehabilitation Project with Western Slope Utilities, Inc., is in the amount of \$95,029.50.

Action: Authorize the City Manager to Sign Change Order #1 to the 2005 Sewer Interceptor Rehabilitations Construction Contract with Western Slope Utilities in the Amount of \$95,029.50

Staff presentation: Mark Relph, Public Works and Utilities Director

9. **Public Hearing - Appoint Board of Directors for the Downtown BID** [Attach 10](#)

Council has indicated that once the Downtown BID was passed by the electorate that it would appoint a permanent Board of Directors for the Downtown BID. According to the Colorado State Statutes, the DDA Board may be appointed to fill this role.

Ordinance No. 3856 – An Ordinance Naming the Grand Junction Downtown Development Authority Board as the Downtown Grand Junction Business Improvement District Board

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3856

Staff presentation: Harold Stalf, DDA Executive Director

10. **Public Hearing - Petition for Exclusion from the Downtown Grand Junction Business Improvement District** [Attach 11](#)

The Downtown Grand Junction Business Improvement District was formed on August 17, 2005. The ballot question regarding a Special Assessment for said District was approved on November 1, 2005. The City Council then held a hearing on the assessments on December 7, 2005 and there were no objections voiced at the hearing. On December 16, 2005, Mr. Paul Parker filed a petition and the required deposit to initiate consideration of the exclusion of his property from the Downtown Grand Junction Business Improvement District at 741 Main Street and the adjacent parking lots.

Ordinance No. 3857 – An Ordinance Excluding from the Downtown Grand Junction Business Improvement District Properties Owned by Paul Parker

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3857

Staff presentation: John Shaver, City Attorney

11. **Bookcliff Technology Park Assignment of Interest** [Attach 12](#)

Industrial Developments Incorporated (IDI, doing business as Colorado West Improvements, Inc, or CWI) has requested that the City Council release its right to the Bookcliff Technology Park property located at H Road and 27 ¾ Road. In 1996 the City and CWI purchased two parcels of property for \$302,000. The City paid \$200,000 and CWI paid \$102,000 according to the purchase agreement. The City retained a right to 2/3 of the proceeds if the property was sold. IDI recently requested that the City sign an assignment of interest for the property and thereby relinquish any and all right, title, and interest in the property.

Action: Decision on the Request from IDI

Staff presentation: Sheryl Trent, Assistant to the City Manager
Diane Schwenke, IDI

12. **Economic Development Financial Participation Agreements** [Attach 13](#)

The City Council directed staff to prepare agreements for the Business Incubator Center and the Grand Junction Economic Partnership regarding the expenditure of City funding. The agreements for both of those agencies detail the budget, goals, policies, and performance measures, as well as reporting requirements.

Action: Authorize the City Manager to Sign the Financial Participation Agreement with the Business Incubator Center and Authorize the City Manager to Sign the Financial Participation Agreement with Grand Junction Economic Partnership

Staff presentation: Sheryl Trent, Assistant to the City Manager

13. **Public Hearing - Hammer-Whitt Annexation and Zoning Located at 29 ½ Road and Ronda Lee Road** [File #ANX-2005-107] [Attach 14](#)

Acceptance of a petition to annex and consider the annexation and zoning for the Hammer-Whitt Annexation. The Hammer-Whitt Annexation is located at 29 ½ Road and Ronda Lee Road, and contains a portion of the Ronda Lee Road, Jon Hall Drive, and 29 ½ Road rights-of-way, and consists of 3 parcels on 6.20 acres. The zoning being requested is RSF-4.

a. Accepting Petition

Resolution No. 09-06 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining the Property Known as the Hammer-Whitt Annexation, Located at 29 ½ Road and Ronda Lee Road, and Contains a Portion of the Ronda Lee Road, Jon Hall Drive, and 29 ½ Road Rights-of-Way is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3858 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Hammer-Whitt Annexation, Approximately 6.20 Acres, Located at 29 ½ Road and Ronda Lee Road and a Portion of the Ronda Lee Road, Jon Hall Drive, and 29 ½ Road Rights-of-Way

c. Zoning Ordinance

Ordinance No. 3859 – An Ordinance Zoning the Hammer-Whitt Annexation to RSF-4, Located at 29 ½ Road and Ronda Lee Road

®Action: Adopt Resolution No. 09-06 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 3858 and 3859

Staff presentation: Senta L. Costello, Associate Planner

14. **Public Hearing - Ward-Mudge Annexation and Zoning Located at 3113 and 3117 E ½ Road** [File #ANX-2005-256] [Attach 15](#)

Acceptance of a petition to annex and consider the annexation and zoning for the Ward-Mudge Annexation. The Ward-Mudge Annexation is located at 3113 and 3117 E ½ Road and consists of 2 parcels on 3.68 acres. The zoning being requested is C-1.

a. Accepting Petition

Resolution No. 10-06 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining the Property Known as the Ward-Mudge Annexation Located at 3113 and 3117 E ½ Road Including a Portion of E ½ Road Right-of-Way is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3860 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ward-Mudge Annexation, Approximately 3.68 Acres, Located at 3113 and 3117 E ½ Road and a Portion of the E ½ Road Right-of-Way

c. Zoning Ordinance

Ordinance No. 3861– An Ordinance Zoning the Ward-Mudge Annexation to C-1, Located at 3113 and 3117 E ½ Road

®Action: Adopt Resolution No. 10-06 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 3860 and 3861

Staff presentation: Senta L. Costello, Associate Planner

15. **Public Hearing - Vacate the Right-of-Way and Vacate a 10' Utility Easement, Located at the Corner of G Road and 23 Road** [File #VR-2005-243] [Attach 16](#)

A request to vacate right-of-way and utilities easements in the Midwest Commercial Subdivision on the southwest corner of G Road and 23 Road. The

applicant would like to develop this and another parcel. The City will retain a 15' utility easement.

Ordinance No. 3862 – An Ordinance Vacating the Right-of-Way Dedicated on the Midwest Commercial Subdivision Plat for 22 ¾ Road while Retaining a 15' Utility Easement along the South Edge of the Right-of-Way Line for G Road, and Vacating the Ten Foot (10') Utility Easements Lying on Either Side of the 22 ¾ Road as the Easements were Dedicated on the Midwest Commercial Subdivision Plat as it was Recorded in Book 13 and Page 48 of the Mesa County Clerk and Recorder's Records, Located at the Southwest Corner of G Road and 23 Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3862

Staff presentation: Lisa E. Cox, Senior Planner

16. **Public Hearing - Rezoning Two Lots in the Taurus Subdivision to I-1 and C-2, Located at the Southwest Corner of G Road and 23 Road** [File #VR-2005-243]
[Attach 17](#)

Hold a public hearing and consider final passage of the proposed rezone ordinance to rezone two lots in the Taurus Subdivision I-1 and C-2 located at the southwest corner of G Road and 23 Road.

Ordinance No. 3863 – An Ordinance Rezoning Two Parcels in the Taurus Subdivision from I-2 to I-1 and C-2, Located at the Southwest Corner of G Road and 23 Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3863

Staff presentation: Lisa E. Cox, Senior Planner

17. **NON-SCHEDULED CITIZENS & VISITORS**
18. **OTHER BUSINESS**
19. **ADJOURNMENT**

Attach 1
Minutes

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

JANUARY 4, 2006

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, January 4, 2006 at 4:30 p.m. in the Administration Conference Room, 2nd Floor of City Hall. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Jim Doody, Jim Spehar, Doug Thomason, Gregg Palmer, and President of the Council Bruce Hill.

Council President Hill called the meeting to order.

Councilmember Thomason moved to go into executive session to discuss personnel matters under section 402(4)(f)(I) of the Open Meetings Law relative to City Council employees and will not be returning to open session. Council President Pro Tem Palmer seconded the motion. The motion carried.

The City Council convened into executive session at 4:36 p.m.

Juanita Peterson, CMC
Deputy City Clerk

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

January 4, 2006

The City Council of the City of Grand Junction convened into regular session on the 4th day of January 2006, at 7:03 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 Deputy City Clerk Juanita Peterson.

Council President Hill called the meeting to order. Councilmember Jim Doody led in the pledge of allegiance. The audience remained standing for the invocation by Retired Pastor Eldon Coffey.

PROCLAMATIONS / RECOGNITIONS

PROCLAIMING JANUARY 16, 2006 AS "MARTIN LUTHER KING, JR. DAY" IN THE CITY OF GRAND JUNCTION

CITIZEN COMMENTS

There were none.

CONSENT CALENDAR

It was moved by Councilmember Coons, seconded by Councilmember Thomason and carried by roll call vote to approve Consent Calendar items #1 through #12.

1. **Minutes of Previous Meetings**

Action: Approve the Summary of the Summary of the December 19, 2005 Workshop and the Minutes of the December 21, 2005 Regular Meeting

2. **Meeting Schedule and Posting of Notices**

State Law requires an annual designation of the City's official location for the posting of meeting notices. The City's Code of Ordinances, Sec. 2-26, requires the meeting schedule and the procedure for calling special meetings be determined annually by resolution.

Resolution No. 01-06 – A Resolution of the City of Grand Junction Designating the Location for the Posting of the Notice of Meetings, Establishing the City Council

Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council

Action: Adopt Resolution No. 01-06

3. **Setting a Hearing to Appoint Board of Directors for the Downtown BID**

Council has indicated that once the Downtown BID was passed by the electorate that it would appoint a permanent Board of Directors for the Downtown BID. According to the Colorado State Statutes, the DDA Board may be appointed to fill this role.

Proposed Ordinance Naming the Grand Junction Downtown Development Authority Board as the Downtown Grand Junction Business Improvement District Board

Action: Introduction of a Proposed Ordinance and Set a Hearing for January 18, 2006

4. **Setting a Hearing on a Petition for Exclusion from the Downtown Grand Junction Business Improvement District**

The Downtown Grand Junction Business Improvement District was formed on August 17, 2005. The ballot question regarding a Special Assessment for said District was approved on November 1, 2005. The City Council then held a hearing on the assessments on December 7, 2005 and there were no objections voiced at the hearing. On December 16, 2005, Mr. Paul Parker filed a petition and the required deposit to initiate consideration of the exclusion of his property from the Downtown Grand Junction Business Improvement District at 741 Main Street and the adjacent parking lots.

Proposed Ordinance Excluding from the Downtown Grand Junction Business Improvement District Properties Owned by Paul Parker

Action: Introduction of a Proposed Ordinance and Set a Hearing for January 18, 2006

5. **Sale of Property at 2927 ½ D ½ Road to Mesa County Valley School District 51**

The City acquired approximately 19 acres of land at 2927 ½ D ½ Road. The City purchased the land cooperatively with School District 51 in April of 2005. The intention of the District is to construct a school on approximately 10.5 acres of the land. The City may construct a park, a fire station or otherwise use its

property for purposes yet to be determined. The City has an option to re-purchase 1.5 acres of the property.

Resolution No. 02-06 – A Resolution Ratifying the Conveyance of Land to School District 51

Action: Adopt Resolution No. 02-06

6. **Purchase of Utility Truck with Aerial Device**

Purchase one 2006 Terex Utilities Hi-Ranger 5FC-55 Aerial Device with an International Model 4300 Chassis for the Parks and Recreation Forestry Department. The existing 1995 Ford F800 Forestry bucket truck was scheduled for replacement in 2005, as identified by the annual review of the fleet replacement committee.

Action: Authorize the City Purchasing Manager to Purchase One 2006 Terex Utilities Hi-Ranger 5FC-55 Aerial Device with an International Model 4300 Chassis from TEREX Utilities of Colorado, Commerce City, CO in the Amount of \$123,641.00.

7. **Qwest Revocable Permit for an Air Intake Hood Over the East/West Alley between N. 7th Street and N. 8th Street and Main Street and Rood Avenue** [File #RVP-2005-273]

Petitioner is requesting a revocable permit to install a 5'x8' air intake hood 24' 6" above the alley right-of-way between N. 7th Street and N. 8th Street and Main Street and Rood Avenue.

Resolution No. 03-06 – A Resolution Concerning the Issuance of a Revocable Permit to Qwest Communications

Action: Adopt Resolution No. 03-06

8. **Setting a Hearing on Zoning the Hammer-Whitt Annexation, Located at 29 ½ Road and Ronda Lee Road** [File #ANX-2005-107]

Introduction of a proposed zoning ordinance to zone the Hammer-Whitt Annexation RSF-4, located at 29 ½ Road and Ronda Lee Road.

Proposed Ordinance Zoning the Hammer-Whitt Annexation to RSF-4, Located at 29 ½ Road and Ronda Lee Road

Action: *Introduction of a Proposed Ordinance and Set a Hearing for January 18, 2006*

9. **Setting a Hearing on Zoning the Ward-Mudge Annexation, Located at 3113 and 3117 E ½ Road** [File #ANX-2005-256]

Introduction of a proposed zoning ordinance to zone the Ward-Mudge Annexation C-1, located at 3113 and 3117 E ½ Road.

Proposed Ordinance Zoning the Ward-Mudge Annexation to C-1, Located at 3113 and 3117 E ½ Road

Action: *Introduction of a Proposed Ordinance and Set a Hearing for January 18, 2006*

10. **Vacation of Public Easements, Mesa Village Marketplace, Located at 2414 F Road** [File #PFP-2005-242]

The petitioners are requesting City Council approval of a vacation of various public easements that were created with the recording of the Plat for the Mesa Village Subdivision.

Resolution No. 04-06 – A Resolution Vacating Various Public Easements on Lot 5A of the Replat of the Mesa Village Subdivision, 2414 F Road

Action: *Adopt Resolution No. 04-06*

11. **Setting a Hearing to Vacate the Right-of-Way and Vacate a 10' Utility Easement, Located at the Corner of G Road and 23 Road** [File #VR-2005-243]

A Request to vacate right-of-way and utilities easements in the Midwest Commercial Subdivision on the Southwest corner of G Road and 23 Road. The applicant would like to develop this and another parcel. The City will retain a 15' utility easement.

Proposed Ordinance Vacating the Right-of-Way Dedicated on the Midwest Commercial Subdivision Plat for 22 ¾ Road while Retaining a 15' Utility Easement along the South Edge of the Right-of-Way Line for G Road, and Vacating the Ten Foot (10') Utility Easements Lying on Either Side of the 22 ¾ Road as the Easements were Dedicated on the Midwest Commercial Subdivision Plat as it was Recorded in Book 13 and Page 48 of the Mesa County Clerk and Recorder's Records, Located at the Southwest Corner of G Road and 23 Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for January 18, 2006

12. **Setting a Hearing on Rezoning Two Lots in the Taurus Subdivision to I-1 and C-2, Located at the Southwest Corner of G Road and 23 Road** [File #VR-2005-243]

Introduction of a proposed rezone ordinance to rezone two lots in the Taurus Subdivision I-1 and C-2 located at the southwest corner of G Road and 23 Road.

Proposed Ordinance Rezoning Two Parcels in the Taurus Subdivision from I-2 to I-1 and C-2, Located at the Southwest Corner of G Road and 23 Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for January 18, 2006

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing - Create Alley Improvement District ST-06

Successful petitions have been submitted requesting an Alley 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

The public hearing was opened at 7:10 p.m.

Mike McDill, City Engineer, reviewed this item and gave a background of how this Improvement District came before Council and the steps following once Council passes the Resolution creating the Improvement District.

Richard Thomas, 1701 Orchard Avenue, was present and talked about the alley behind his house. Mr. Thomas said he was against having the alley improved. The alley ends at the far right of his property. He believes it is excessive use of resources to pave an alley that does not continue on. Mr. Thomas did have a proposal to Council to buy the land from the City and move his fence back.

The public hearing was closed at 7:14 p.m.

Councilmember Coons asked what are the options for Council.

Mike McDill stated that five properties have asked for the alley to be paved for this proposed Alley Improvement District which is 17th Street to 18th Street, Hall Avenue to Orchard Avenue. Mr. McDill stated alleys are used to gain back access to properties, sewers, and all would have to be checked into to see if any of these existed in the alley adjacent to the Thomas property. By improving the alley, the City has full use of it. Mr. McDill said the only time they vacate an alley is if there is no use at all. Mr. McDill stated the City is the construction agent. The petition was circulated by the citizens; they are put on a list for future improvements, which could be a 2-3 year process.

Council President Pro Tem Palmer noted there are six properties. He also asked about the ownership of the properties, some being businesses versus residential.

City Attorney John Shaver advised that the properties are assessed by ownership. It takes a majority of owners and a majority of accessible footage for a district to be created.

Council President Hill stated this is an odd block and there was really no choice but for the alley to stop behind the Thomas residence.

Councilmember Coons stated she is a recent recipient of improvements from an Alley Improvement District and the results of the process were great.

Resolution No. 05-06 – A Resolution Creating and Establishing Alley Improvement District No. ST-06 Within the Corporate Limits of the City of Grand Junction, Colorado, Authorizing the Reconstruction of Certain Alleys, Adopting Details, Plans and Specification for the Paving Thereon and Providing for the Payment Thereof

Councilmember Spehar moved to adopt Resolution No. 05-06. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

Public Hearing – Amending the PD Zoning for Redlands Mesa, Filing 6 [File # FP-2005-032]

Hold a public hearing and consider final passage of an ordinance to amend the PD zoning for Redlands Mesa, Filing 6, to allow six single family residential lots, including accessory units, on 9.8 acres.

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

Kathy Portner, Planning Manager, reviewed this item. The proposed Filing 6 is a revision to the Preliminary Plan for Parcel 9, which was included in Phase II. The Preliminary Plan for Phase II was approved for 12 lots on Parcel 9; the proposed revised Preliminary/Final Plan consists of 6 residential lots. In addition to the principal structure, the developer is proposing that each lot be allowed an accessory dwelling unit. Ms. Portner noted it is unlikely that each lot would have an accessory structure making the total 12 units.

Councilmember Coons asked if they could be rented separately.

Ms. Portner said the City would not regulate who would live in these units. The applicant has requested special consideration to create their own regulations for the accessory dwellings units. It is anticipated that they will not be rented out separately.

Council President Hill asked if this is the same definition as a detached garage.

Ms. Portner stated they could have a detached garage as per Redlands Mesa's plans; but they are limited to a certain size.

Brad Higginbotham representing Redlands Mesa, was present.

Councilmember Thomason asked if they are being marketed as second units or is this just a marketing tool. Mr. Higginbotham responded they aren't being sold as two home lots.

There were no public comments.

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

Ordinance No. 3855 – An Ordinance Zoning Land Located South and West of the Ridges Known as Redlands Mesa, Filing 6

Councilmember Spehar moved to adopt Ordinance No. 3855 on Second Reading and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Purchase of a 20% Interest in Property Located at 902 – 1110 S. 5th Street for the Riverside Parkway Project

The City has entered into a contract to purchase a 20% interest in property located at 902-1110 S. 5th Street owned by the Eldon K. VanGundy Irrevocable Trust, Quinton VanGundy, Trustee, for right-of-way for the Riverside Parkway.

John Shaver, City Attorney, reviewed this item. The trustee has agreed to \$462,000 for the purchase of his portion of this property.

Council President Hill clarified this is 20% of 20 parcels. City Attorney Shaver concurred.

Resolution No. 06-06 – A Resolution Authorizing the Purchase of Real Property at 902 – 1110 S. 5th Street from the Eldon K. VanGundy Irrevocable Trust, Quinton VanGundy, Trustee

Council President Pro Tem Palmer moved to adopt Resolution No. 06-06. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

NON-SCHEDULED CITIZENS & VISITORS

There were none.

OTHER BUSINESS

Council President Hill recognized Boy Scout Troop 303 for staying for the entire meeting.

Council President Hill thanked St. Joseph Catholic Church for the ad they ran thanking the Grand Junction Fire Department, Grand Junction Police Department, and City personnel on the recent fire. Council President Hill would also like to thank those involved as he was out of town when this occurred.

Kelly Arnold, City Manager, noted the Youth Council had a successful New Year's Eve gathering and it seemed like the crowd was a little older this year than in the past.

City Manager Arnold also announced Mario Ramos, Administration Intern, has taken a position with the Federal Department of Transportation in Lakewood, CO. His new position will be auditing surrounding states. His last day will be in two weeks.

ADJOURNMENT

The meeting adjourned at 7:46 p.m.

Juanita Peterson, CMC
Deputy City Clerk

Attach 2

Purchase of Police Vehicles

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Purchase of Ford Crown Victoria and Ford Expedition 4 x 4 XLT's					
Meeting Date	January 18, 2006					
Date Prepared	January 10, 2006					
Author	Shirley Nilsen		Senior Buyer			
Presenter Name	Ronald Watkins Mark Relph		Purchasing Manager Public Works & Utilities Director			
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 type="checkbox"/>	Formal Agenda	<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: This purchase is for the replacement of four (4) Ford Crown Victoria and two (2) Ford Expedition Police Patrol vehicles. They are currently scheduled for replacement in 2006 as identified by the annual review of the fleet replacement committee.

Budget: The Fleet Division has budgeted \$176,400.00 for replacement of these vehicles in 2006. The budget for this replacement has been approved in the 2006 fiscal year budget.

Action Requested/Recommendation: Authorize the City Purchasing Manager to purchase four (4) Ford Crown Victoria and two (2) Ford Expedition Police Patrol vehicles from Lakewood Fordland, Inc. for the amount of \$150,418.00

Background Information: The State of Colorado award has provisions for local government purchases from their contract. The Colorado Department of Transportation competitively bid and awarded the Crown Victoria Police Interceptors for 2005/2006. The award number is 070006YYY08M. The Colorado Department of Transportation also competitively bid and awarded the Ford Expedition 4 x4 XLT's for 2005/2006. The

award number is 07048YYY59M. The Fleet Manager and Purchasing Manager agree with this recommendation.

Attach 3

Purchase Survey Equipment

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject		Purchase of Survey Equipment				
Meeting Date		January 18, 2006				
Date Prepared		January 5, 2006				
Author		Scott D. Hockins		Buyer		
Presenter Name		Ronald Watkins		Purchasing Manager		
		Mark Relph		Public Works & Utilities Director		
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 council item is for a sole source purchase of Trimble brand survey equipment replacement and upgrade.

Budget: There is \$104,605 remaining in the 2005 Major Equipment replacement budget that will be carried forward into the 2006 to fund this purchase. The total purchase from Vectors Inc. is \$89,019.42

Action Requested/Recommendation: Authorize the City Purchasing Manager to purchase survey equipment from Vectors Inc. Denver, Colorado. (Includes three Trimble R8 GPS receivers, three Trimble TSC2 Data Collectors, and one Trimble Robotic Total Station.) in the amount of \$89,019.42.

Background Information: The following is being provided as the sole source justification for this purchase.

- The new Data Collectors will be able to operate the new Trimble Total Station, Trimble GPS Receivers, with existing Trimble office software and equipment.
- City of Grand Junction surveyors rely heavily on using Mesa County's Geodetic Control Network and base stations which utilize Trimble equipment for compatibility.
- Trimble does not sell retail to the public, purchase of the equipment is from Denver based Vectors Inc., which has provided past equipment, training, phone support, delivery, and government discounts to the City of Grand Junction.
- Trimble is the leading manufacturer of GPS Surveying Equipment.

Itemized List from Vectors Inc. December 20, 2005

ITEM #	DESCRIPTION	QT Y	UNIT PRICE	EXTENDED PRICE
R8001-51-66	R8 Rover Kit	3	20,995.00	62,985.00
5243+-00	Trimble R8 Transmit Upgrade	1	1,500.00	1,500.00
TSC211110	TSC2 Survey Controller	2	5,395.00	10,790.00
56044-00	TSC2 GPS Accessory Kit	2	320.00	640.00
TSC212110	TSC2 w/SC, Internal 2.4 GHz Radio	1	7,495.00	7,495.00
56045-00	TSC2 Robotic Accessory Kit	1	425.00	425.00
48237-00	Discount-R8 Rover w/Controller	3	-2,500.00	-7,500.00
43169-00	Rod-2.0 Carbon Fiber Range Pole w/Bipod	3	495.00	1,485.00
EWTSC2-SC	Trimble Survey Control Extended Warranty	3	580.00	1,740.00
EWR8-FW-YR	Trimble R8 1 Year Extended Warranty	3	400.00	1,200.00
S6332200	Trimble Robotic Total Station	1	28,550.00	28,550.00
SLSU-S2003	Robotic Target Kit w/Target ID	1	1,390.00	1,390.00
51003007	Trimble Telescopic Rod 2.6M	1	380.00	380.00
SLSU-S2005	Robotic Power Kit	1	1,784.00	1,784.00
	Trade-In 4700 TSC1 Survey Controller	2	-6,000.00	-12,000.00
	Trade-in 4400 w/ TDC1	1	-2,500.00	-2,500.00
	One Year Technical Support	1	500.00	0.00
	Two Days On-Site Training Course		1,700.00	0.00
	One Voucher to Certified Trimble Training Course	1	850.00	0.00
	Equipment Price			\$98,364.00
	Government Discount 10%			\$88,527.60
	Shipping			\$491.82
	Total Price			\$89,019.42

Attach 4

Setting a Hearing for Zoning the Ankarlo Annexation, Located at 385 31 5/8 Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Zoning the Ankarlo Annexation, located at 385 31 5/8 Road.					
Meeting Date	January 18, 2006					
Date Prepared	January 12, 2006			File #ANX-2005-194		
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 Ankarlo Annexation RSF-4, located at 385 31 5/8 Road.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed zoning ordinance and set a public hearing for the 1st of February, 2006.

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:		385 31 5/8 Road		
Applicants:		Owner: Ron Ankarlo; Developer: Ankarlo Hillday LLC – Ben Hill; Representative: MDY Consulting Engineers – Mark Young		
Existing Land Use:		Residential / Agricultural		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential / Agricultural		
	South	Residential / Agricultural		
	East	Industrial Park		
	West	Agricultural		
Existing Zoning:		County RSF-R		
Proposed Zoning:		RSF-4		
Surrounding Zoning:	North	County RSF-R		
	South	County AFT		
	East	City C-2; County PD – Halliburton		
	West	County RSF-R		
Growth Plan Designation:		Residential Medium 4-8		
Zoning within density range?		X	Yes	No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the RSF-4 district is consistent with the Growth Plan density of Residential Medium 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 proposed zone district is compatible with the neighborhood and will not create any adverse impacts. Any issues that arise with the proposal to develop the property will be addressed through the review of that 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

STAFF RECOMMENDATION

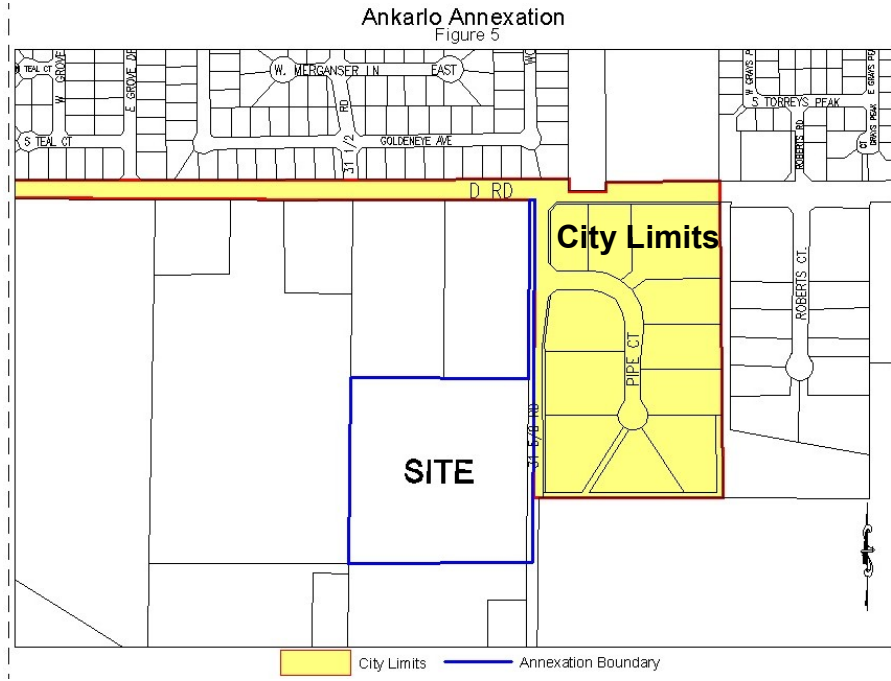
Staff recommends approval of the RSF-4 zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.

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

Site Location Map

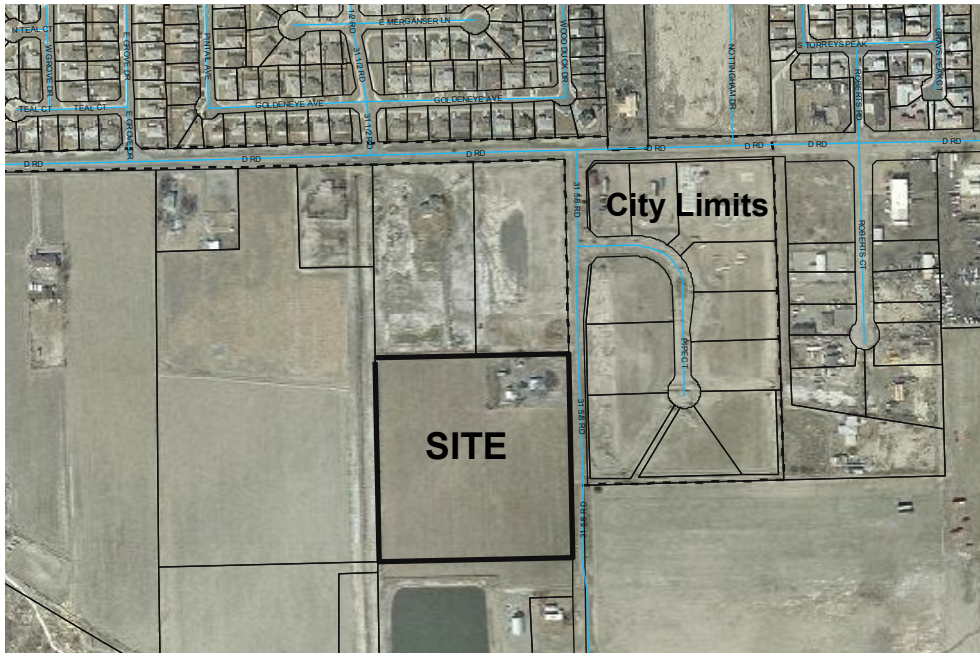
Figure 1

Ankarlo Annexation
Figure 5



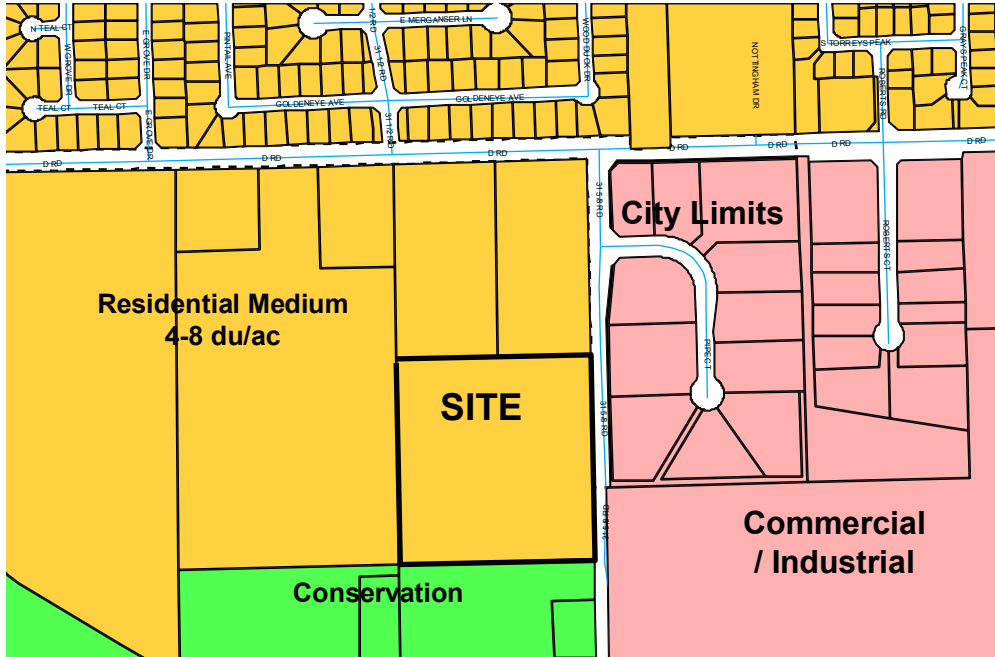
Aerial Photo Map

Figure 2



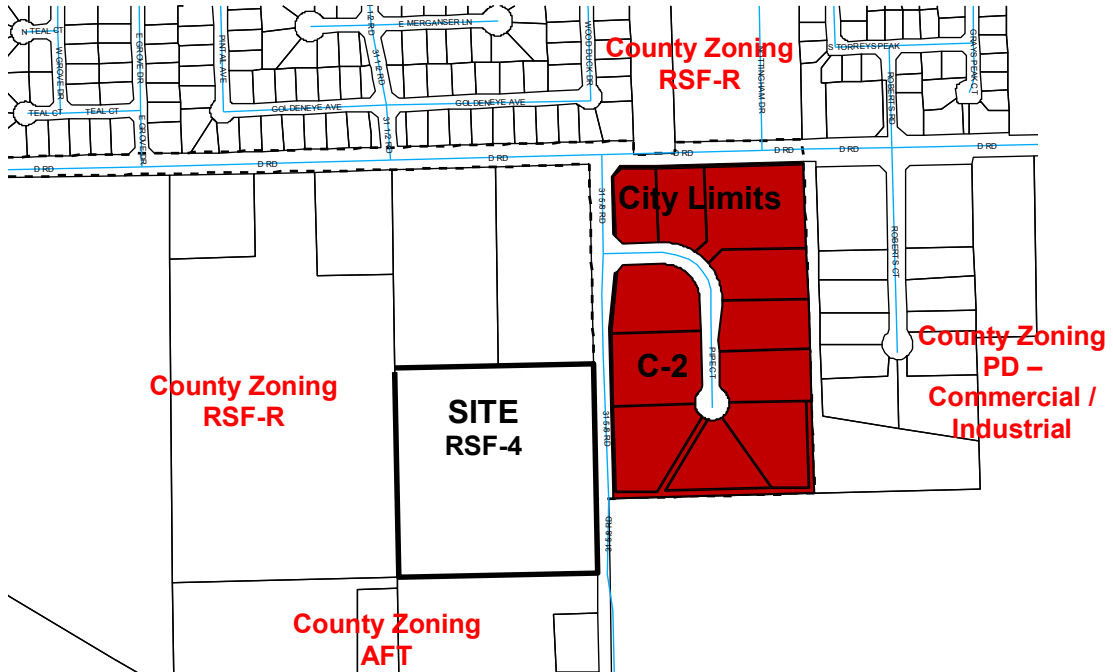
Future Land Use Map

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 ANKARLO ANNEXATION TO
RSF-4**

LOCATED AT 385 31 5/8 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 Ankarlo 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.

A certain parcel of land located in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 22, 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 NE 1/4 of said Section 22, and assuming the West line of the NW 1/4 NE 1/4 of said Section 22 to bear S00°28'30"W with all bearings contained herein relative thereto; thence S00°28'30"W along the West line of the NW 1/4 NE 1/4 of said Section 22 a distance of 656.91 feet to the Northwest corner of Parcel 1A, Ronnie Ankarlo Simple Land Division as recorded in Plat Book 17,

Page 283, Mesa County, Colorado records, and the Point of Beginning; thence S89°53'08"E along the North line of said Parcel 1A, a distance of 634.55 feet to the Northeast corner of said Parcel 1A; thence N00°26'48"E along the East line of Parcel 2A of said Ronnie Ankarlo Simple Land Division a distance of 626.91 feet to the Northeast corner of said Parcel 2A, and the Southerly line of Snidow Annexation No. 2, Ordinance No. 3345, City of Grand Junction; thence S89°53'08"E along the Southerly line of said Snidow Annexation a distance of 22.00 feet to the Westerly line of said Snidow Annexation No. 2; thence S00°26'48"W along the Westerly line of said Snidow Annexation No. 2 and the Southerly extension thereof, a distance of 1289.83 feet to the South line of the NW 1/4 NE 1/4 of said Section 22; thence N89°53'21"W along the South line of the NW 1/4 NE 1/4 of said Section 22 a distance of 656.88 feet to the Southwest corner of the NW 1/4 NE 1/4 of said Section 22; thence N00°28'30"E along the West line of the NW 1/4 NE 1/4 of said Section 22 a distance of 662.96 feet to the Point of Beginning.

Said parcel contains 10.31 acres (449,147 square feet), more or less, as described.

Introduced on first reading this 18th day of January, 2006 and ordered published.

Adopted on second reading this _____ day of _____, 2006.

Mayor

ATTEST:

City Clerk

Attach 5

Setting a Hearing for the Mims Annexation, Located at 492 30 Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Setting a hearing for the Mims Annexation located at 492 30 Road						
Meeting Date	January 18, 2006						
Date Prepared	January 12, 2006					File #ANX-2005-293	
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 5.88 acre Mims Annexation consists of 1 parcel.

Budget: N/A

Action Requested/Recommendation: Approval of the Resolution of Referral, accepting the Mims Annexation petition and introduce the proposed Mims Annexation Ordinance, exercise land use jurisdiction immediately and set a hearing for March 1, 2006.

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:		492 30 Road		
Applicants:		Owner/Representative: Mesa County – Stacey Mascarenas		
Existing Land Use:		Vacant		
Proposed Land Use:		Future Commercial		
Surrounding Land Use:	North	Railroad tracks		
	South	Single Family Residential		
	East	Single Family Residential		
	West	Commercial/Industrial		
Existing Zoning:		County RSF-4		
Proposed Zoning:		Applicant Request – C-1 Staff Recommendation – B-1		
Surrounding Zoning:	North	County RSF-4		
	South	County RSF-4		
	East	County RSF-4		
	West	County I-2		
Growth Plan Designation:		Commercial		
Zoning within density range?		X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of 5.88 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. 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 Mims Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;

- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

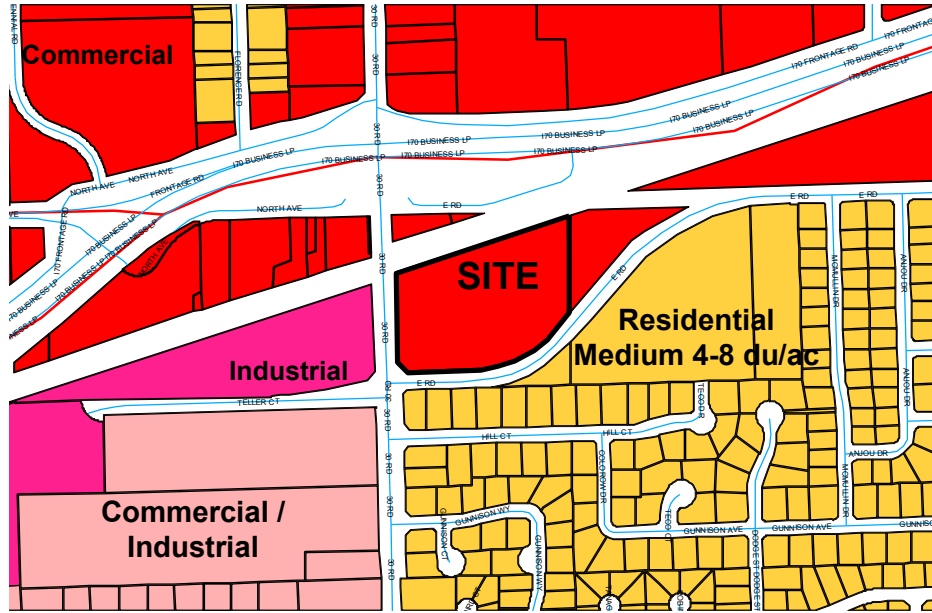
<u>ANNEXATION SCHEDULE</u>	
January 18, 2006	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
February 14, 2006	Planning Commission considers Zone of Annexation
February 15, 2006	Introduction Of A Proposed Ordinance on Zoning by City Council
March 1, 2006	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
April 2, 2006	Effective date of Annexation and Zoning

MIMS ANNEXATION SUMMARY

File Number:		ANX-2005-293
Location:		492 30 Road
Tax ID Number:		2943-162-00-931
Parcels:		1
Estimated Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		0
Acres land annexed:		5.88 acres
Developable Acres Remaining:		5.88 acres
Right-of-way in Annexation:		0 acres
Previous County Zoning:		RSF-4
Proposed City Zoning:		Applicant Request – C-1 Staff Recommendation – B-1
Current Land Use:		Vacant
Future Land Use:		Commercial
Values:	Assessed:	= \$68,960
	Actual:	= \$237,790
Address Ranges:		300-318 E Road (even only); 490-492 30 Road (even only)
Special Districts:	Water:	Clifton Water
	Sewer:	Central Grand Valley Sanitation
	Fire:	Clifton Fire District
	Irrigation/Drainage:	Grand Valley Irrigation/Grand Jct Drainage
	School:	Mesa Co School District 51
	Pest:	Upper GV Pest

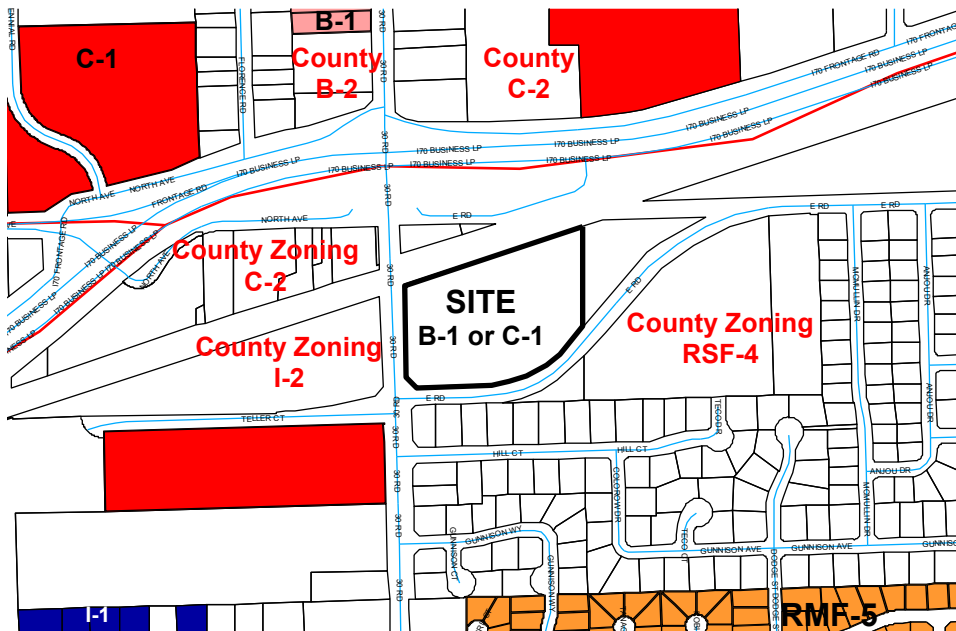
Future Land Use Map

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 18th of January, 2006, 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**

MIMS ANNEXATION

LOCATED AT 492 30 ROAD.

WHEREAS, on the 18th day of January, 2006, 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:

MIMS ANNEXATION

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

Commencing at the Northwest corner of said Section 16 and assuming the West line of said Section 16 to bear S00°00'43"E with all bearings contained herein relative thereto; thence S00°00'43"E along the West line of said Section 16 a distance of 241.80 feet; thence N89°59'17"E a distance of 40.00 feet to a point on the East right of way of 30 Road as recorded in book 1524, page 9, Mesa County, Colorado public records being the Point of Beginning; thence N73°00'00"E along the Southerly right of way of the Union Pacific Railroad a distance of 649.20 feet; thence S00°00'56"E a distance of 349.54 feet to a point on the Northerly right of way of E Road as recorded in book 1524, page 10, of the Mesa County, Colorado public records; thence along the Northerly right of way of said E Road the following seven (7) courses: (1) S43°07'55"W a distance of 115.38 feet; (2) thence S49°34'49"W a distance of 68.11 feet; (3) thence 132.92 feet along the arc of a 325.10 foot radius curve, concave Northwest having a central angle of 23°25'36" and a chord bearing S66°11'51"W a distance of 132.00 feet; (4) thence S82°48'51"W a distance of 68.11 feet; (5) thence S88°54'43"W a distance of 74.90 feet; (6) thence S89°54'37"W a distance of 196.77 feet; (7) thence N45°09'52"W a distance of 42.48 feet to a point on the East right of way of said 30 Road; thence N00°00'43"W along the East right of way of said 30 Road a distance of 321.66 feet to the Point of Beginning.

Said parcel contains 5.88 acres (256,163 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 1st day of March, 2006, 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 18th day of January, 2006.

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>
January 20, 2006
January 27, 2006
February 3, 2006
February 10, 2006

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

MIMS ANNEXATION

APPROXIMATELY 5.88 ACRES

LOCATED AT 492 30 ROAD

WHEREAS, on the 18th day of January, 2006, 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 1st day of March, 2006; 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:

MIMS ANNEXATION

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

Commencing at the Northwest corner of said Section 16 and assuming the West line of said Section 16 to bear S00°00'43"E with all bearings contained herein relative thereto; thence S00°00'43"E along the West line of said Section 16 a distance of 241.80 feet; thence N89°59'17"E a distance of 40.00 feet to a point on the East right of way of 30 Road as recorded in book 1524, page 9, Mesa County, Colorado public records being the Point of Beginning; thence N73°00'00"E along the Southerly right of way of the Union Pacific Railroad a distance of 649.20 feet; thence S00°00'56"E a distance of

349.54 feet to a point on the Northerly right of way of E Road as recorded in book 1524, page 10, of the Mesa County, Colorado public records; thence along the Northerly right of way of said E Road the following seven (7) courses: (1) S43°07'55"W a distance of 115.38 feet; (2) thence S49°34'49"W a distance of 68.11 feet; (3) thence 132.92 feet along the arc of a 325.10 foot radius curve, concave Northwest having a central angle of 23°25'36" and a chord bearing S66°11'51"W a distance of 132.00 feet; (4) thence S82°48'51"W a distance of 68.11 feet; (5) thence S88°54'43"W a distance of 74.90 feet; (6) thence S89°54'37"W a distance of 196.77 feet; (7) thence N45°09'52"W a distance of 42.48 feet to a point on the East right of way of said 30 Road; thence N00°00'43"W along the East right of way of said 30 Road a distance of 321.66 feet to the Point of Beginning.

Said parcel contains 5.88 acres (256,163 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 18th day of January, 2006 and ordered published.

ADOPTED on second reading this _____ day of _____, 2006.

Attest:

President of the Council

City Clerk

Attach 7

Setting a Hearing for Amendments to Chapter 16 of the Code of Ordinances Regarding Weeds

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject		Weeds Ordinance Amendment				
Meeting Date		January 18, 2006				
Date Prepared		January 11, 2005			File #	
Author		Mary Lynn Kirsch		Paralegal		
Presenter Name		John Shaver		City Attorney		
Report results back to Council		No	Yes	When		
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		X	Consent
						Individual Consideration

Summary: As part of City Council’s Strategic Plan and specifically Goal 17 of the Strategic Plan, and in response to dissatisfaction expressed in a citizen satisfaction survey, a team was formed to review and evaluate weed management issues. Part of Team 4’s efforts included a review of Chapter 16, Article II of the Code of Ordinances, Junk, Rubbish and Weeds, to determine if changes to the current ordinance would help increase awareness of the ordinance, clarify responsibilities and thereby improve public satisfaction.

Budget: The proposed administrative penalties in the ordinance will generate revenues that will fluctuate depending on the number of properties that are cut by the City’s contractor each year. Printing costs for new Notices of Violation were included in the 2006-2007 budget.

Action Requested/Recommendation: Introduce a proposed ordinance and set a public hearing for February 1, 2006.

Attachments: Proposed changes in redline form
Proposed ordinance

Background Information: Due to declining satisfaction with weeds resulting from the citizen satisfaction survey, and as part of the 2005-2006 Strategic Plan Update, Team 4 was assigned Goal 17: “Evaluate and redefine the problem and level of effort required to manage weeds.” Team members include Doug Cline, Gregg Palmer, Doug Thomason, Sheryl Trent and Ivy Williams. Goal 17 is in Strategic Plan Solution: OPEN SPACES AND COMMUNITY APPEARANCE.

Weed management includes Parks and Recreation and Public Works managing weeds and landscaping on designated park lands, city owned properties, and certain rights-of-ways and Code Enforcement enforcing the weed ordinance on private properties. The

Team evaluated the problem and determined several courses of action, including proposed amendments to Chapter 16, Article II of the Code of Ordinances.

ARTICLE II. JUNK, RUBBISH AND WEEDS

Sec. 16-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Brush means natural growth of bushes and vegetation such as is growing out of place in the location where growing, and shall include all cuttings from trees and bushes, and high and rank vegetable growth, which may conceal filthy deposits.

Junk means and includes, but is not limited to, ferrous and nonferrous metals, wood or wood products, appliances not being used for their intended purposes, rubber or plastic products, dismantled or inoperable machinery, equipment, tools, junk vehicles or trash or similar materials.

Rubbish means all combustible or noncombustible waste, including but not limited to ashes, bottles, cans, carcasses of dead animals, cardboard, cloth, crockery, human or animal excrement, glass, abandoned or unusable household furnishings or appliances, metals, plastics, tree branches, limbs, waste building materials or items discarded in such a manner as to create a reasonable likelihood of becoming a harborage for insects or vermin or disease, or otherwise create a health or safety hazard.

Weed means an unsightly, useless, troublesome or injurious herbaceous plant and such plant as is out of place at the location where growing, and includes all rank vegetable growth which exudes unpleasant or noxious odors, and also high and rank vegetable growth that may conceal filthy deposits, ~~specifically including, This includes, but is not limited to, five designated undesirable plants known commonly as leafy spurge, purple loosestrife and diffuse, russian and spotted knapweed.~~ any plant species designated in the categories described in Section 35-5.5-108 (2)(a) C.R.S. Plant species lists described in Section 35-5.5-108 C.R.S. are maintained by the Colorado Department of Agriculture.

(Code 1965, § 14-24, Ord. No. 2832, 5-3-95)

Cross reference(s)--Definitions generally, § 1-2.

State law reference(s)--Junk defined, C.R.S. § 31-15-401(1)(d).

Sec. 16-27. Duties of property owner and lessee; unlawful accumulations; inspections.

(a) (1) It shall be the duty of each and every owner and each and every lessee of any tract or parcel of real property in the City, including such owners or lessees of agricultural lands (as defined in Section 39-1-102 (1.6)(a) C.R.S. to keep the property free of junk and rubbish, ~~and~~ to cut to within three (3) inches of the ground all weeds and brush exceeding six (6") inches in height, including puncture vine regardless of height, and to keep such growth down on each lot or tract of ground on or along any street or avenue adjoining such lot or tract between the property line and the curblin thereof, and on or along any alley adjoining such lot or tract between the property line and the center of such alley;

(2) The requirements of (1), above, shall not apply to undeveloped lands over one acre in size, instead, such owners or lessees of such lands shall be required to keep weeds down or cut between the

property line of such land and the center of any adjacent right-of-way and shall be required to keep the weeds down or cut within twenty feet (20') feet of any adjacent tract, parcel or area on which the weeds are kept down or cut, and within forty (40') feet of any adjacent right-of-way(s), as provided or required in (1) above or as otherwise set forth in this chapter.

~~(3) — The requirements of (1), above, shall not apply to agricultural lands (as defined in 39-1-102 (1.6)(a), C.R.S.) instead, such owners or lessees of such lands shall not be required to keep weeds down or cut between the property line of such land and the center of any adjacent right of way and shall be required to keep the weeds down or cut within twenty feet (20') of any adjacent tract, parcel or area on which the weeds are kept down or cut, as provided or required in (1) or (2) above or as otherwise set forth in this chapter.~~

(4) Notwithstanding any language to the contrary in (1) ~~through and (3)~~, above, every owner and every lessee of any tract or parcel, whether or not agricultural or undeveloped, shall remove and cut ~~the~~ five designated undesirable plants from such property.

(b) It is unlawful for any owner or lessee of any lot or tract of ground in the City to pile, store or allow to accumulate any junk or rubbish on the premises. This section does not apply to salvage yards permitted under section 4-3-1 of the zoning and development code of the City.

(c) The City, through its agents or employees, shall have the right to enter upon any premises, lands or places, whether public or private, during reasonable business hours for the purpose of inspecting for the existence of violations, when at least one of the following circumstances has occurred:

- (1) The landowner or occupant has requested an inspection;
- (2) A neighboring landowner or occupant has reported a suspected weed, junk or rubbish violation and requested an inspection; or
- (3) An authorized agent of the City has made a visual observation from a public right-of-way or area and has reason to believe that a violation exists.

No entry upon premises, lands or places shall be permitted until the landowner or occupant has been notified, either orally or by a notice being posted in a conspicuous location at the property. Where possible, inspections shall be scheduled and conducted with the concurrence of the landowner or occupant.

(d) If after the City has given ~~a~~ notice of a pending inspection or requested an inspection and the landowner or occupant denies access to the City employee, agent or inspector, the City may seek an inspection warrant issued by the municipal court. The court shall issue an inspection warrant upon presentation of an affidavit which contains information which gives the inspector reasonable cause to believe that a provision of this article is being or has been violated, establishes that the occupant or landowner has denied access to the inspector, and which describes the land. No landowner or occupant shall deny access to such land when presented with an inspection warrant. Denial of access when presented with an inspection warrant shall be deemed a violation and shall be deemed, in addition to other civil or criminal remedies, contempt of court.

(Code 1965, § 14-25; Ord. No. 2832, 5-3-95)

Sec. 16-28. Cutting and removal required.

It shall be the duty of the owner, agent or lessee of any lots, tracts or parcels of land, except as stated in section 16-27, to cut weeds or brush and to remove such weeds or brush, together with rubbish, and to keep such weeds down each year. All such weeds and brush shall immediately, upon cutting, be removed with the rubbish to the appropriate disposal site.

(Code 1965, § 14-26)

Sec. 16-29. Notice to cut and remove.

The City Manager shall publish for three (3) consecutive days each spring a notice in the official newspaper of the City notifying all owners of property, without naming them, that it is their continuing duty to cut the weeds and brush and to remove the weeds and brush, together with the rubbish, from their properties and from the streets and alleys as provided in this article, during the time provided in this article, and that, in default of such cutting and removal, the work may be done under order of the City Manager and the cost thereof, together with the penalties provided in this article, will be charged to the respective lots, tracts or parcels of land.

(Code 1965, § 14-27)

Sec. 16-30. Notice to abate; cutting, removal by City.

(a) In case of the failure of any owner or lessee of any lot, tract or parcel of land to cut and remove weeds, brush, junk or rubbish, as provided in this article, and upon the election of the City to remove such weeds, brush, junk or rubbish, the City Manager is authorized to give notice by certified mail addressed to the last-known post office address of the owner of such land as that address appears in the records of the county recorder. Such notice shall require:

- (1) Compliance with the terms of the notification;
- (2) Acknowledgment by the addressee of the notification and submission to the City Manager of an acceptable plan and schedule for the completion of a management plan; or
- (3) A request from the addressee for an administrative hearing, within ten of which the City must receive on or before the close of business of seven (7) calendar days ~~of~~ from the date of the notice.

If such election is not made within ~~ten~~ seven (7) calendar days from the date of the notice, or the land owner or occupant otherwise fails to comply with the notice, the City may then proceed to enforce a management plan, which may include, but not be limited to, cutting of such weeds and brush or removal of junk and/or rubbish.

(b) A management plan shall be prepared by the City and shall include, but not be limited to, a document containing the signatures of the owner and the lessee, if the owner is not in actual possession of the property, a mutually agreed upon date for elimination or removal of weeds, brush, junk and/or rubbish, and a bond, cash deposit or other acceptable form of security payable to the City in an amount reasonably calculated to approximate the cost of cleanup, and/or to secure performance of the management plan.

(c) An administrative hearing, if requested by the party in interest, shall be specific as to the condition of weeds, brush, accumulated junk and/or rubbish, and evidence shall be heard by the duly appointed board as to these matters only. Statements and evidence, if offered, shall be taken from all parties in interest, which evidence must be relevant to the existence of and/or the removal or elimination of the infestation of weeds, brush and/or the accumulation of junk and/or rubbish. The board shall make findings of fact from the evidence presented at the hearing as to whether the conditions complained of exist and should be eliminated. If the board determines that weed or brush infestation exists or if an accumulation of junk and/or rubbish exists and should be cut or removed, the City Manager may issue an order based on the

findings of the board, directing that the infestation or accumulation be removed or eliminated. The order of the City Manager shall be a final decision and may only be appealed to the district court, pursuant to Colorado rule of civil procedure 106(a)(4). Failure of a party in interest to timely file an appeal constitutes a bar and a waiver of any right to contest the City's right to eliminate or remove the weeds, brush, junk and/or rubbish from the property and charge the resulting costs against the person and/or the property. The City, through its agents or employees, shall have the right to enter upon any premises, lands or places, whether public or private, during reasonable business hours for the purpose of ensuring compliance with the requirements of this article. If an order of the City Manager has not been complied with within 30 days after its issuance, the City, at the discretion of the City Manager or his designee, may cause the elimination or removal of the infestation of weeds or brush and/or the removal or elimination of accumulated junk and/or rubbish. Any owner, lessee or other party in interest who fails to comply with an order issued by the City Manager or his designee is hereby obligated to pay administrative costs and expenses incurred in the elimination or removal of the conditions complained of. Such administrative costs shall include the cost of removal or elimination, legal costs and fees, and ~~a 25-percent~~ administrative ~~surecharge~~ fees which ~~is-are~~ occasioned by enforcement of this article. All costs are independent of any other penalties or powers of enforcement of the City.

(d) No agent or employee of the City shall have a civil cause of action against a landowner or occupant for personal injury or property damage incurred while on public or private land for purposes consistent with this section except when such damages were willfully or deliberately caused by the landowner or occupant.

(Code 1965, § 14-28)

Sec. 16-31. Assessing costs.

Upon completion of the cutting work done by City forces and/or the City's designee under this article, ~~a~~ charges shall be made against the owner of the property on which weeds were cut. The charges shall be the City's actual costs for labor, equipment and materials plus an administrative penalty of fifty dollars (\$50) for the first cutting, one hundred dollars (\$100) for the second cutting and one hundred fifty dollars (\$150) for the third and subsequent cutting(s) within five years, plus a 25 percent (25%) surcharge for ~~administration,~~ supervision and inspection, ~~or a minimum charge to be set by~~ The City Manager may set a minimum labor, equipment and material charge for cutting operations of less than one hour, whichever is greater.

(Code 1965, § 14-29)

State law reference(s)--Authority to assess costs, C.R.S. § 35-5.5-109.

Sec. 16-32. Notice of assessment.

The community development department, as soon as may be practicable after an assessment is made under this article, shall send by mail, addressed to the owner of the affected lots or tracts of land, at the reputed post office address of such owner as it appears in the records of the county assessor, a notice of such assessment, which notice shall contain a description of the lots or parcels of land, the name of the owner or owners, and the amount of the assessment.

(Code 1965, § 14-30)

Sec. 16-33. Collection of assessments.

It shall be the duty of the owner to pay the assessment levied under this article within twenty (20) days after the mailing of such notice, and in case of his failure so to do, he shall be liable personally for the amount of the assessment, and such assessment shall be a lien upon the respective lots or parcels of land from the time of such assessment. In case the owner shall fail to pay such assessment within twenty (20) days after notice has been mailed to him, as provided by this article, then it shall be the duty of the City Manager to certify the amount of the assessment to the county treasurer or other officer of the county having custody of the tax list at the time of such certification, to be by him placed upon the tax list for the current year and to be collected in the same manner as other taxes are collected, with a 25 percent (25%) administrative surcharge thereon to defray the costs and to provide an economic disincentive for violations and the continuation of violations; and all of the laws of the state for the assessment and collection of general taxes, including the laws for the sale of property for taxes and the redemption thereof, shall apply to and have full effect for the collection of all such assessments.

(Code 1965, § 14-31)

Sec. 16-34. Penalty for violations.

The fact that assessments have been made against property as provided in this article for cutting and removing weeds, brush and rubbish shall not prevent the owner, agent or lessee from being punished by fine or jailing under the general provisions of this Code, but such fine or penalty may be imposed on those found guilty of violating the provisions of this article in all cases, whether an assessment has or has not been made in accordance with the provisions of this article.

(Code 1965, § 14-32)

Sec. 16-35. Administrative hearing.

(a) *Hearing board.* The City Council shall, as needed, appoint an administrative hearing board which shall hear evidence and render findings of fact as outlined in this section. The board shall serve as the undesirable plant management advisory commission. The members of the board shall be residents of the City. The board shall annually elect a chairperson and a vice-chairperson. A majority of the members of the board shall constitute a quorum for the conduct of business.

(b) *Management plan.* The administrative hearing board in its capacity as the undesirable plant management advisory commission shall develop a recommended management plan for the integrated management of designated undesirable plants within the City. The management plan shall be reviewed at regular intervals but not less often than once every three (3) years. The management plan shall be transmitted to the City Council for approval, modification or rejection.

(c) *Designation of undesirable plants.* The administrative hearing board shall designate undesirable plants which are subject to management. Plant species may be in addition to those designated in section 16-26.

(d) *Individual management plans.* The administrative hearing board shall require that identified landowners or lessees be required to submit an individual management plan to control undesirable plants upon such person's property.

(e) *Authority of City Council.* The City Council shall have the sole and final authority to approve, modify or reject the management plan, management criteria and management practice recommendations of the administrative hearing board as to the requirements of weed management in and for the City. The City Council shall not hear appeals from the board on enforcement actions taken by the board, the City Manager or city staff.

(Code 1965, § 14-33)

Secs. 16-36--16-55. Reserved.

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 16, ARTICLE II, JUNK, RUBBISH AND WEEDS, OF THE CODE OF ORDINANCES, CITY OF GRAND JUNCTION, SPECIFICALLY SECTION 16-26, DEFINITIONS; SECTION 16-27, DUTIES OF PROPERTY OWNER AND LESSEE, UNLAWFUL ACCUMULATIONS, INSPECTIONS, SECTION 16-30, NOTICE TO ABATE; CUTTING, REMOVAL BY CITY, SECTION 16-31, ASSESSING COSTS, AND SECTION 16-33, COLLECTION OF ASSESSMENTS.

RECITALS:

The existing Section 16-26 (Definitions) includes the definition of a "Weed" and specifically includes "five designated undesirable plants known commonly as leafy spurge, purple loosestrife and diffuse, russian and spotted knapweed." Because of the growing number of infestations of plants considered noxious and invasive by the State of Colorado, it is recommended that we discontinue use of a specific name list of weeds and reference the species list updated and maintained by the Colorado Department of Agriculture.

The existing Section 16-27 (Duties of Property Owner and Lessee; unlawful accumulations; inspections,) currently exempts owners of agricultural lands from the requirement of maintaining a weed-free perimeter between the property line of such land and the center of any adjacent right-of-way, with the exception of keeping weeds down or cut within twenty (20') feet of any adjacent tract, parcel or area on which weeds are being kept down or cut. It is recommended that the ordinance include such owners of agricultural lands in the requirements of Section 16-27(a)(1) and (2).

The existing Section 16-30 (Notice to abate; cutting; removal by City), authorizes the City to give notice to any owner or lessee of any lot, tract or parcel who has failed to remove weeds, brush, junk or rubbish, that they are not in compliance with this article. Such notice shall request the owner or lessee to become compliant with the terms of the notification, and either acknowledge the notification and submit a management plan or request an administrative hearing with the City no later than ten (10) days after they have received such notice. It is recommended that this time period for requesting an administrative hearing be shortened to seven (7) days.

The existing Section 16-31 (Assessing costs) currently allows a 25% administrative charge to be made by the City against the non-compliant owner or lessee for administrative, supervision and inspection costs. It is recommended that additional penalty fines, for repeated or subsequent offenses, be authorized in the ordinance.

Other minor grammatical and formatting changes are also recommended to these sections to accommodate the more substantive proposed changes, and to improve the content and clarity of the article.

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

1. That Section 16-26 of the Code of Ordinances is amended so that the definition of "Weed" shall now read:

Weed means an unsightly, useless, troublesome or injurious herbaceous plant and such plant as is out of place at the location where growing, and includes all rank vegetable growth which exudes unpleasant or noxious odors, and also high and rank vegetable growth that may conceal filthy deposits. This includes, but is not limited to, any plant species designated in the categories described in Section 35-5.5-108 (2)(a) C.R.S. Plant species described in Section 35-5.5-108 C.R.S. are maintained by the Colorado Department of Agriculture.

2. Section 16-27 (Duties of property owner and lessee; unlawful accumulations; inspections) of the Code of Ordinances is amended to read:

(a) (1) It shall be the duty of each and every owner and each and every lessee of any tract or parcel of real property in the City, including such owners or lessees of agricultural lands (as defined in Section 39-1-102 (1.6)(a) C.R.S. to keep the property free of junk and rubbish, to cut to within three (3) inches of the ground all weeds and brush exceeding six (6") inches in height, including puncture vine regardless of height, and to keep such growth down on each lot or tract of ground on or along any street or avenue adjoining such lot or tract between the property line and the curb line thereof, and on or along any alley adjoining such lot or tract between the property line and the center of such alley;

(2) The requirements of (1), above, shall not apply to undeveloped lands over one acre in size, instead, such owners or lessees of such lands shall be required to keep weeds down or cut between the property line of such land and the center of any adjacent right-of-way and shall be required to keep the weeds down or cut within twenty feet (20') feet of any adjacent tract, parcel or area on which the weeds are kept down or cut, and within forty (40") feet of any adjacent right-of-way(s), as provided or required in (1) above or as otherwise set forth in this chapter.

(3) Notwithstanding any language to the contrary in (1) and (2), above, every owner and every lessee of any tract or parcel, whether or not agricultural or undeveloped, shall remove and cut designated undesirable plants from such property.

3. Section 16-30 (Notice to abate; cutting, removal by City) of the Code of Ordinances is amended to read:

(a) In case of the failure of any owner or lessee of any lot, tract or parcel of land to cut and remove weeds, brush, junk or rubbish, as provided in this article, and upon the election of the City to remove such weeds, brush, junk or rubbish, the City Manager is authorized to give notice by certified mail addressed to the last-known post office address

of the owner of such land as that address appears in the records of the county recorder. Such notice shall require:

- (1) Compliance with the terms of the notification;
- (2) Acknowledgment by the addressee of the notification and submission to the City Manager of an acceptable plan and schedule for the completion of a management plan; or
- (3) A request from the addressee for an administrative hearing of which the City must receive on or before the close of business of seven (7) calendar days from the date of the notice.

If such election is not made within seven (7) calendar days from the date of the notice, or the land owner or occupant otherwise fails to comply with the notice, the City may then proceed to enforce a management plan, which may include, but not be limited to, cutting of such weeds and brush or removal of junk and/or rubbish.

(b) A management plan shall be prepared by the City and shall include, but not be limited to, a document containing the signatures of the owner and the lessee, if the owner is not in actual possession of the property, a mutually agreed upon date for elimination or removal of weeds, brush, junk and/or rubbish, and a bond, cash deposit or other acceptable form of security payable to the City in an amount reasonably calculated to approximate the cost of cleanup, and/or to secure performance of the management plan.

(c) An administrative hearing, if requested by the party in interest, shall be specific as to the condition of weeds, brush, accumulated junk and/or rubbish, and evidence shall be heard by the duly appointed board as to these matters only. Statements and evidence, if offered, shall be taken from all parties in interest, which evidence must be relevant to the existence of and/or the removal or elimination of the infestation of weeds, brush and/or the accumulation of junk and/or rubbish. The board shall make findings of fact from the evidence presented at the hearing as to whether the conditions complained of exist and should be eliminated. If the board determines that weed or brush infestation exists or if an accumulation of junk and/or rubbish exists and should be cut or removed, the City Manager may issue an order based on the findings of the board, directing that the infestation or accumulation be removed or eliminated. The order of the City Manager shall be a final decision and may only be appealed to the district court, pursuant to Colorado rule of civil procedure 106(a)(4). Failure of a party in interest to timely file an appeal constitutes a bar and a waiver of any right to contest the City's right to eliminate or remove the weeds, brush, junk and/or rubbish from the property and charge the resulting costs against the person and/or the property. The City, through its agents or employees, shall have the right to enter upon any premises, lands or places, whether public or private, during reasonable business hours for the purpose of ensuring compliance with the requirements of this article. If an order of the City Manager has not been complied with within 30 days after its issuance, the City, at the discretion of the City Manager or his designee, may cause the elimination or removal of the infestation of weeds or brush and/or the removal or elimination of accumulated junk and/or rubbish. Any owner, lessee or other party in interest who fails to comply with an order issued by the City Manager or

his designee is hereby obligated to pay administrative costs and expenses incurred in the elimination or removal of the conditions complained of. Such administrative costs shall include the cost of removal or elimination, legal costs and fees, and administrative fees which are occasioned by enforcement of this article. All costs are independent of any other penalties or powers of enforcement of the City.

(d) No agent or employee of the City shall have a civil cause of action against a landowner or occupant for personal injury or property damage incurred while on public or private land for purposes consistent with this section except when such damages were willfully or deliberately caused by the landowner or occupant.

4. Section 16-31 (Assessing costs) of the Code of Ordinances is amended to read:

Upon completion of the cutting work done by City forces and/or the City's designee under this article, charges shall be made against the owner of the property on which weeds were cut. The charges shall be the City's actual costs for labor, equipment and materials plus an administrative penalty of fifty dollars (\$50) for the first cutting, one hundred dollars (\$100) for the second cutting and one hundred fifty dollars (\$150) for the third and subsequent cutting(s) within five years, plus a 25 percent (25%) surcharge for supervision and inspection.-The City Manager may set a minimum labor, equipment and material charge for cutting operations of less than one hour.

Introduced on first reading this _____ day of _____
_____, 2006.

PASSED and ADOPTED on _____ day of _____, 2006.

By: _____
Bruce Hill, President of the

Council

Attest:

Stephanie Tuin, City Clerk

Attach 8

2006 Enforcement of Underage Drinking Laws Grant

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		2006 Enforcement of Underage Drinking Laws Grant							
Meeting Date		18 January 2006							
Date Prepared		11 January 2006			File #				
Author		R.J. Russell			Police Lieutenant				
Presenter Name		Harry Long			Police Captain				
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 checked="" type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda			<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Individual Consideration

Summary:

The Colorado Liquor Enforcement Division (LED), of the Colorado Department of Revenue, is accepting applications until January 31, 2006 for funding under the terms of a federal grant from the Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice. The grant would be for the purposes of enforcing the underage drinking laws.

Budget:

The Grand Junction Police Department will be applying for \$52,018.00 in the 2006 grant process, \$16,593.00 of which will be allocated to Mesa State College but managed by and through the Police Department. These funds will provide funding for officer overtime, enforcement efforts, public education and equipment needs, educational literature, posters and funding for "non-alcoholic" events for college students.

Action Requested/Recommendation:

Authorize the Police Department to apply for the 2006 Enforcement of Underage Drinking Laws grant in the amount of \$52,018.00, \$16,593.00 of which will be allocated to Mesa State College and authorize the City Manager to sign the grant contract in the event the grant is awarded.

Attachments:

Announcement of the 2006 Enforcement of Underage Drinking Laws grant.
Grant Data Sheet

Background Information:

The goals of the grant include increasing local enforcement of underage drinking laws, providing alcohol training and education to college students, faculty and staff, and conducting alcohol awareness activities at selected colleges or universities. The grant

program stresses cooperation and coordination between law enforcement agencies and institutions of higher learning, with emphasis on increasing law enforcement activity targeting the sale of liquor to minors. Law Enforcement Agencies applying for funds must partner with a college or university in or near their jurisdiction, in this case Mesa College.

**CITY OF GRAND JUNCTION
GRANT DATA SHEET**

DATE: 1/11/2006 REVISION NUMBER _____

DEPARTMENT: Police CONTACT: Bob Russell PHONE: 244-3656

SUB-RECIPIENT: Mesa State College CONTACT: Cindy Lueb PHONE: 248-1424

CONTRACT REQUIRED FOR ALL SUB-RECIPIENTS!

GRANT NAME: 2006 Enforcement Underage Dringking Laws Grant GRANT #: _____

SOURCE OF FUNDS: State of Colorado (FEDERAL, STATE, OTHER)

GRANTOR: Colorado Liquor Enforcement CONTACT: Ken Peterson PHONE: (303) 205-2927
Lance Musselman PHONE: (303) 205-2309

PURPOSE/PRODUCT/OUTCOME:

These funds are to pay for overtime, equipment, outside undercover operatives, educational material/literature, posters and to fund "non-alcoholic" events for Mesa College Students.

IF FEDERAL /STATE FUNDS, CHECK COMPLIANCE REQUIREMENTS LIST ON BACK!

REQUIREMENTS/SCHEDULE:

WILL THIS REQUIRE: NEW EMPLOYEE(S)? No NEW EQUIPMENT? No

FINANCIAL SUMMARY (ATTACH DETAIL):

Projected cost of project or program:	\$	<u>52,018</u>	
Estimated cost of administration:		_____	
Grant in-eligible costs (application):		_____	
Total costs of grant.....	\$	<u>52,018</u>	
Amount of grant	\$	<u>52,018</u>	
Other revenues		_____	
Total revenues.....	\$	<u>52,018</u>	
Net cost of the project to the City.....	\$	<u>0</u>	
Amount to be appropriated:	\$	_____	

FUTURE IMPACTS:

Description

Annual ongoing expenditures: \$ 0

Onetime/periodic expenditures: \$ _____

Revenue account number: Fund 100 Org 4220 Account 42520 Pgm 21 Activity 400575

Expenditure account number: Fund 100 Org 4220 Account 53990 Pgm 21 Activity _____

(If more than one account, attach a list.)

Are revenues/expenses included in the current budget? No Revised? No

APPROVALS: Department Director: _____ Date: _____
 Grant Coordinator: _____ Date: _____
 Finance Director: _____ Date: _____
 City Manager: _____ Date: _____
 City Council: Approved: _____ Acceptance: _____ Contracts: _____

DATES:

Application deadline 1/31/2006 Award of grant: _____ Extension deadline _____
 Date of receipt: _____ Required completion date: _____ Closeout _____
 Report(s) required: _____ (date, monthly, quarterly)

ATTACH NOTES AS NECESSARY – FINANCIAL ANALYSIS, METHOD/TIMING OF PAYMENTS, MULTIPLE REQUIREMENTS, SCHEDULE, OTHER EXPLANATIONS.

City of Grand Junction Compliance Check List

This check list is provided to help the Department Contact in identifying requirements of the grant for which the requestor is responsible. It does not move the responsibility for compliance or the monitoring of compliance of a department or sub-recipient to the Administrative Services Department

- Co-applicants
- Contract(s) Sub-recipient Source of funds Other
- Insurance/bonding

- Single Audit
- Environmental review
- Equal employment opportunity enforcement
- Davis Bacon
- Minority and/or other preference processes

- Matching funds Budgeted Unbudgeted Generated
- Program income
- Federal funds Advance or Reimbursement
- Payment requests, reports
- Debt issuance
- Cost allocation plan for indirect costs

- State checklist available
- Local determinations

- Hearings / public input / notices / signs
- Open competitive bids
- Plan for real property acquisition and replacement, relocation of people
- Inspections / grantee / grantor

- Subsequent maintenance and/or monitoring
- Subsequent restrictions of use
- Asset monitoring, inventions, patents, equipment (subsequent usage)
- Record retention
- System of documentation

- Other (explain)

**ATTACH ANY ADDITIONAL COMMENTS.
ATTACH A COPY OF THE GRANT APPLICATION, AWARD, AND OTHER DOCUMENTATION.**

Announcement of Funding for Underage Drinking Enforcement, Training and Awareness

The Colorado Liquor Enforcement Division (LED), of the Colorado Department of Revenue, is accepting applications from Colorado law enforcement agencies **until January 31, 2006** to be considered for funding under the terms of a federal grant from the Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice. The goals of the grant include increasing local enforcement of underage drinking laws, providing alcohol training and education to college students, faculty and staff, and conducting alcohol awareness activities at selected colleges or universities. This grant program stresses cooperation and coordination between law enforcement agencies and institutions of higher learning, with emphasis on increasing law enforcement activity targeting the sale of liquor to minors.

The project period is from April 1, 2006 to April 30, 2007.

Grant applications will be accepted from:

- ❖ municipal police departments,
- ❖ county sheriffs,
- ❖ campus police departments, and
- ❖ tribal police departments.

Law enforcement agencies that apply for funding must partner with a college or university in or near their jurisdiction. The college or university campus must be within Colorado and must have student residence hall(s) on campus.

The law enforcement agency will conduct enforcement activities to reduce underage drinking in areas on and near the college or university, and will sign agreements with the Colorado Department of Revenue. Agencies must partner with LED to engage in proven underage drinking enforcement strategies, such as compliance checks and shoulder tap programs, to measure the effectiveness of LED's three pronged approach. Funding for enforcement activities is available up to \$35,425; a maximum of 4 agencies will be funded.

The college or university will be responsible for coordinating alcohol training for students, faculty and staff. Training will be provided by TIPS (**T**echniques in **I**ntervention **P**rocedure**S**), a nationally recognized alcohol education and training program with a curriculum designed specifically for college students. TIPS will conduct a train-the-trainer session for the college or university, and these trainers will train an additional 200 students, staff, athletes and officers in the Greek system. Funding for TIPS will be provided directly by LED and will not be a part of any grant to law enforcement agencies or the college or university.

In addition, the college or university will be responsible for developing and providing alcohol awareness activities for its students. The college or university will receive up to \$16,593 for these activities, to be coordinated with the enforcement activities of the law enforcement agency. The funding for the college or university is in addition to the \$35,425 provided for enforcement and is part of the total award. The law enforcement agency will be responsible for payment of these funds to the college or university.

To obtain a copy of the application instructions and application for enforcement and for the college or university, please call either Ken Peterson at 303-205-2927, or Lance Musselman at 303-205-2309. Or, if you prefer, you may e-mail your request to lmusselman@spike.dor.state.co.us.

Attach 9

Change Order to the 2005 Interceptor Rehab Project

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Change Order #1 for the 2005 Sewer Interceptor Rehabilitations					
Meeting Date	January 18, 2006					
Date Prepared	January 10, 2006				File #	
Author	Bret Guillory			Utility 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		Consent	X Individual Consideration

Summary: This work includes rehabilitation of deteriorated existing sewer lines utilizing a Cured In Place Pipe (CIPP) process. The sewer lines are located within the Panorama subdivision, and along the Riverside. This change order, to the 2005 Interceptor Sewer Rehabilitation Project with Western Slope Utilities, Inc., is in the amount of **\$95,029.50**.

Budget:

	Interceptor Rehab Fund 904 / F10100	Collection System Replacements Fund 905 / F10200	Total
2006 Budget and 2005 Carry Forward	\$ 335,421.00	\$ 177,592.00	\$ 513,013.00
Anticipated 2006 projects	\$ (150,000.00)	\$ (150,000.00)	\$ (300,000.00)
* Reallocation Fund 905		\$ 50,000.00	\$ 50,000.00
**Change Order #1 2005 Interceptor Rehabilitation	\$ (28,510.50)	\$ (66,519.00)	\$ (95,029.50)
Available Funds	\$ 156,910.50	\$ 11,073.00	\$ 167,983.50

- * There are several alleys in the 2006 Alley ID list that will not need sewer replacement. Staff had budgeted funds for this effort that will not be needed.

** This Change Order: Fund 904 - \$28,510.50; Fund 905 - \$66,519.00,
Total \$95,029.50.

Action Requested/Recommendation: Authorize the City Manager to sign Change Order #1 to the **2005 Sewer Interceptor Rehabilitations** construction contract with Western Slope Utilities in the amount of \$95,029.50.

Background Information:

This Change Order includes work to rehabilitate a portion of the Panorama subdivision sewer system. The subdivision is located north east of the intersection of Highway 340 and 21 Road on the Redlands. In early December 2005 a portion of an 8-inch concrete sewer line collapsed in the Panorama system. Emergency repairs were completed and an evaluation of the line was conducted. That evaluation revealed that 1,500 lineal feet of concrete sewer line was in need of replacement or rehabilitation due to hydrogen sulfide damage. Cost for conventional replacement of the line is estimated at \$70 per lineal foot. Cost for this change order is \$42.75 per lineal foot. Due to the fragile condition of this line, rehabilitation needs to be completed as soon as possible to avoid another failure that may cause back ups in the system.

The other portion of this change order is related to phase 2 construction of the Riverside Parkway. An existing 15 inch clay tile sewer line (installed in 1920) is located under the alignment of the new parkway at Hale Avenue. This line was identified as needing rehabilitation in November 2005. The line is currently in fair condition, and may not be an issue in the future. However, staff is recommending rehabilitation at this time so that we have sound infrastructure under the new Riverside Parkway. Cost to accomplish this rehabilitation is \$62.25 per lineal foot. Staff estimates that conventional replacement would cost \$75 per lineal foot.

Western Slope Utilities has been doing this type of work for over 20 years and has completed past projects for the City. Work is scheduled to be complete by the end of January.

Attach 10

Public Hearing – Appoint Board of Directors for the Downtown BID

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Downtown BID Board of Directors							
Meeting Date		January 18, 2006							
Date Prepared		January 11, 2006					File #		
Author:		John Shaver			City Attorney				
Ordinance Staff Report		Harold Staf			DDA Executive Director				
Presenter Name		Harold Staf			DDA Executive Director				
Report results back to Council		x	No		Yes	When			
Citizen Presentation			Yes	x	No	Name			
	Workshop	X	Formal Agenda				Consent	X	Individual Consideration

Summary: Council has indicated that once the Downtown BID was passed by the electorate that it would appoint a permanent Board of Directors for the Downtown BID. According to Colorado State Statute, the DDA Board may be appointed to fill this role.

Budget: There is no budgetary impact to this appointment

Action Requested/Recommendation: Approval of an ordinance appointing the DDA Board of Directors to serve concurrent terms as the Downtown BID Board of Directors.

Attachments: Ordinance for Council’s consideration on second reading.

Background Information: Upon passage of the Downtown BID at the November 1st election, the Council may appoint a permanent Board of Directors for the Downtown Business Improvement District. City Council has filled this role on an interim basis pending the outcome of the election this past November. According to CRS 31-25-1209, Council may designate the DDA Board of Directors to serve in this capacity (see attached ordinance).

ORDINANCE NO.

AN ORDINANCE NAMING THE GRAND JUNCTION DOWNTOWN DEVELOPMENT
AUTHORITY BOARD AS THE DOWNTOWN GRAND JUNCTION BUSINESS
IMPROVEMENT DISTRICT BOARD

Recitals:

On August 17, 2005 the City Council of the City of Grand Junction adopted Ordinance 3815 organizing the Downtown Grand Junction Business Improvement District ("District.")

On November 1, 2005 a majority of the electors of the District approved assessment of the properties within the District. The assessment will defer the costs and expenses of the District allow for the fulfillment of its purposes.

Pursuant to Ordinance 3815 the District was to be governed by the City Council until completion of the November 1, 2005 election. Following the election the City Council is to designate by ordinance the DDA Board of Directors as the board of directors of the District as provided in 31-25-1209 (c) C.R.S.

The terms of office of the board of directors shall be four years, running concurrently with the terms for the DDA board of directors.

The designation of the DDA Board as the District Board will provide a continuity of effort in the promotion and revitalization of the business activities in the District by improving the economic vitality and overall commercial appeal of the Downtown area.

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

1. That the Board of Directors of the Grand Junction Downtown Development Authority (DDA) is hereby designated and shall serve as the Board of Directors of the Downtown Grand Junction Business Improvement District.
2. Each Board shall serve in accordance with the applicable law, rules, bylaws and regulations pertaining to the statutory purposes of each.
3. The Downtown Grand Junction Business Improvement District shall be governed by the nine-member board of the DDA as provided in the Business Improvement District Act and the District's operating plan.
4. The terms of office of the District board of directors shall be four years, running concurrently with the terms for the DDA board of directors.

Introduced on first reading this 4th day of January 2006.

Passed and adopted on second reading, after a duly noticed public hearing, this day
of January 2006.

President of the Council

ATTEST:

City Clerk

Attach 11

Public Hearing – Petition for Exclusion from the Downtown Grand Junction Business Improvement District

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Petition for Exclusion from the Downtown Grand Junction Business Improvement District					
Meeting Date	January 18, 2006					
Date Prepared	January 11, 2006				File #	
Author	Stephanie Tuin			City Clerk		
Presenter Name	John Shaver			City Attorney		
Report results back to Council		No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary: The Downtown Grand Junction Business Improvement District was formed on August 17, 2005. The ballot question regarding a Special Assessment for said District was approved on November 1, 2005. The City Council then held a hearing on the assessments on December 7, 2005 and there were no objections voiced at the hearing. On December 16, 2005, Mr. Paul Parker filed a petition and the required deposit to initiate consideration of the exclusion of his property from the Downtown Grand Junction Business Improvement District at 741 Main Street and the adjacent parking lots.

Budget: Any costs associated with the exclusion request are to be paid for by the petitioner and Mr. Parker has filed a deposit for those expenses.

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

Attachments:

1. Letter requesting exclusion from the District
2. Site location map of the property
3. Proposed Ordinance

Background Information: 31-25-1220 C.R.S. provides for a process to request exclusion from a business improvement district and requires a deposit to cover the cost of the process. On December 16, 2005, Mr. Paul Parker, owner of the building at 741 Main Street and the adjacent parking lots, filed a written request for exclusion along with the required deposit. 741 Main Street houses Mama's

Treasures, an antique and collectibles shop, and an upstairs apartment. The adjacent parcels are parking lots used by the Caberet. The assessment for these three properties is \$730.20 (\$120.77 and \$97.12 for the parking lots and \$512.31 for the business, including the assessor's 2% collection fee).



December 15, 2005

To: Grand Junction City Council
Attn: City Clerk

I'm writing to inform you that I am formally protesting the tax increase for special assessment for real property located within the downtown Grand Junction business improvement district. I was unable to attend the public hearings where property owners could protest the proposed assessments due to an illness. However, when you had the open discussion regarding the proposals of 7th Street and Main Street held at 2 Rivers Convention Center this Fall I did attempt to discuss my concerns with Mr. Hill (City Councilman). But Mr. Hill was not available to register my concerns.

The afore mentioned properties that I am protesting the new tax increase are;

1. Tax Schedule # 2945-144-20-003, Vacant Land
2. Tax Schedule # 2945-144-20-004, Vacant Land

These vacant parcels in the 700 block of Main Street are currently being utilized as private parking by Cabaret people.

3. Tax Schedule # 2945-144-20-005, 741 Main Street

This 100 year old building is presently an Antique and Collectable store that has been in operation for 11 years at this current location.

These afore mentioned properties in no way are benefited by any downtown merchants program, such as the farmers market, any parade, or any planned *Downtown function* organized by the Downtown Grand Junction Business Improvement District. In fact downtown events and activities such as parades have actually detracted from my tenants business because participants of these activities utilize her customer parking infringing upon her ability to do commerce. Again, said properties are not considered in the *Downtown* area, anything east of 7th and Main is not *Downtown*. It is not now, nor was it 75 years ago. In fact for those of you who are unfamiliar with Grand Junction history this retail property, 741 Main Street, was originally known as the East Side.

Again with this letter, I am formally registering my complaint regarding this proposed tax increase. I believe that this tax increase is unfair for those of us who are outside of the common geography understood as *Downtown*, as well creating an unnecessary burden for those businesses, like the one mentioned above, that are currently making a go in this adverse business climate and thus actively contributing their fair share to the tax coffers of Grand Junction.

Enclosed is a check for the cost of the legal notice advertisement for the amount of \$438.00.

I'm asking to be excluded from these assessments of this district.

Sincerely,

A handwritten signature in black ink that reads "Paul Parker".

Paul Parker

SITE LOCATION

Parking
Lots

Mama's
Treasures



ORDINANCE NO.

AN ORDINANCE EXCLUDING FROM THE DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT PROPERTIES OWNED BY PAUL PARKER

Recitals:

On July 20, 2005, the City Council of the City of Grand Junction was presented with petitions from the Downtown Grand Junction Business Improvement District organizing committee requesting formation of a business improvement district.

On August 17, 2005, after a duly noticed public hearing, the Downtown Grand Junction Business Improvement District was formed.

On November 1, 2005, the qualified electors of said District authorized the imposition of a Special Assessment to each property owner in the District.

On December 7, 2005, after a duly noticed public hearing, the City Council acting as the Board of Directors for the Downtown Grand Junction Business Improvement District directed staff to prepare an assessment roll and file it as required with the Mesa County Treasurer for collection of assessment in 2006. At that public hearing, no objections were presented with the exception of one letter from Carol Newton objecting to the assessment.

On December 16, 2005, Paul Parker, a property owner in the District, presented a request in writing to the City Clerk asking for exclusion. The request included the required deposit to cover the costs of the process to consider the request.

Upon receipt of the exclusion request, the City Clerk scheduled consideration of the request before the City Council and a public hearing was set for Wednesday, January 18, 2006 at the hour of seven o'clock p.m. at the City Hall Auditorium, 250 N. 5th Street to consider the merits of the request.

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

Upon consideration of the request to be excluded from the Downtown Grand Junction Business Improvement District from the property owner Paul Parker, owning the following properties:

Parcel No. 2945-144-20-003, Vacant Land
Parcel No. 2945-144-20-004 Vacant Land
Parcel No. 2945-144-20-005, 741 Main Street

the request is hereby granted.

Introduced on first reading this 4th day of January, 2006.

Passed and adopted on second reading, after a duly noticed public hearing, this _____ day of _____, 2006.

President of the Council

ATTEST:

City Clerk

Attach 12

Bookcliff Technology Park Assignment of Interest

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Bookcliff Technology Park Assignment of Interest					
Meeting Date	January 18, 2006					
Date Prepared	January 4, 2006				File #	
Author	Sheryl Trent		Assistant to the City Manager			
Presenter Name	Sheryl Trent Diane Schwenke		Assistant to the City Manager IDI			
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 type="checkbox"/>	Consent
					<input checked="" type="checkbox"/>	Individual Consideration

Summary: Industrial Developments Incorporated (IDI, doing business as Colorado West Improvements, Inc. or CWI) has requested that the City Council release its right to the Bookcliff Technology Park property located at H Road and 27 ¾ Road. In 1996 the City and CWI purchased two parcels of property for \$302,000. The City paid \$200,000 and CWI paid \$102,000 according to the purchase agreement. The City retained a right to 2/3 of the proceeds if the property was sold. IDI recently requested that the City sign an assignment of interest for the property and thereby relinquish any and all right, title, and interest in the property.

Budget: The January 2005 assessed value of the City's ownership in the property is \$800,000. By approving this amendment to the purchase agreement the City will be relinquishing that right and any future rights to compensation for or control over the property. IDI would be gifted the value of the City's ownership through this amendment.

Action Requested/Recommendation: That the City Council consider the request from IDI and approve or deny the request. Staff does not recommend relinquishing the City's monetary interest in the property. Staff would suggest that should the Council place a restriction with regard to use (limited to industrial uses) be placed on the site in the title agreement. That restriction is delineated in the amendment.

Attachments: 1996 purchase agreement and proposed amendment to the agreement assigning the City's interest.

Background Information: Bookcliff Technology Park is a 55 acre site that is currently undeveloped, zoned Industrial/Office. It is located along H Road and 27 3/4 Road in proximity to Walker Field Airport. The original purchase agreement as attached indicates that the City of Grand Junction has the right to approve in writing any proposals to change the land use, density or zoning; the uses of the property shall be limited to "high-quality industrial and/or technological businesses utilizing low density,

industrial park settings.” The agreement states specifically that the property is not to be utilized for retail business or sales. The City also has the right to approve in writing any transfer or sale of the property, and that any proceeds received from the sale or transfer of property shall be apportioned 2/3 to the City and 1/3 to IDI.

By amending the agreement and thereby changing the title to the property, the City of Grand Junction would be gifting IDI approximately \$800,000 in value. The transfer would also result in the gifting of any growth in the value of the property as well as relinquishing control over the use of the land. While the City has some control, it is not at the same level of control as is currently in place under the agreement.

IDI has served in the capacity as the economic development arm for land use and real estate, including developing industrial land for the purpose of encouraging business growth and development since they incorporated in 1959. It is an arm of the Grand Junction Area Chamber of Commerce. IDI is currently developing the land known as Air Tech Park (for which the City has applied for a grant with DOLA) and wish to use the proceeds of that land to help place the infrastructure into Bookcliff Technology Park. Their initial estimates of that cost for infrastructure could be \$2,000,000. IDI does have limited resources with which to develop and maintain industrial land for inventory.

This request does meet the stated intent of the City Council with regard to the expenditure of economic development funds. It may be appropriate to request that, should the Council approve this request, that IDI improve the property through funds other than the City of Grand Junction.

THIS PURCHASE AGREEMENT is made and entered into this 10th day of April, 1996, by and between INDUSTRIAL DEVELOPMENTS, INC., a Colorado non-profit corporation, (hereinafter referred to as "IDI"), doing business as COLORADO WEST IMPROVEMENT, INC., a Colorado non-profit corporation, (hereinafter referred to as "CWI"), and the CITY OF GRAND JUNCTION, a Colorado municipal corporation, (hereinafter referred to as the "City").

RECITALS

A. CWI has entered into an Option to Purchase dated October 1, 1995, whereby CWI has the right to purchase, on or before April 21, 1996, properties identified as Parcel 1 and Parcel 2 located in the County of Mesa, State of Colorado, as more fully described on Exhibit "IDI/Benson" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Property"), from T.L. Benson, Marion J. Benson and GNT Development Corp., a Colorado corporation, (hereinafter collectively referred to as "Title Holders") for a sum of Three Hundred Two Thousand Five Hundred Dollars (\$302,500.00).

B. The City encourages and supports the exercise of the Option to Purchase by CWI and by the terms of this Agreement is agreeing to contribute to the purchase of the Property under the terms and conditions as set forth herein.

NOW, THEREFORE, for the good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Option and Option Payment. City has reviewed the Option to Purchase by and between CWI and Title Holders and, in support of the exercise of the Option to Purchase, hereby commits to CWI to make payment of Two Hundred Thousand Dollars (\$200,00.00) ("the funds or City funds,") toward the exercise of the Option to Purchase and purchase of the Property. The City funds shall be made available to CWI at closing as "good funds." It is understood by and between the parties that CWI shall pay and contribute the remaining sum of One Hundred Two Thousand Five Hundred Dollars (\$102,500.00) of the purchase price and shall exercise the Option to Purchase at CWI's first opportunity to do so.

2. Closing and Conveyance. Upon exercise of the Option to Purchase by CWI, closing on the Property shall occur as follows:

a. Closing shall occur on or before thirty (30) days from written notice of same being sent by certified mail from CWI to Title Holders.

b. Title Holders shall, within fifteen (15) days of notification, provide to CWI, with a copy to the City, a current commitment for a title insurance policy in an amount equal to the purchase price of Three Hundred Two Thousand Five Hundred Dollars (\$302,500.00) and shall deliver a title insurance policy to IDI, with a copy to the City, subsequent to closing, Title Holders paying the premium therefor. Title holders shall provide to IDI and to the City a legible copy of all covenants, conditions, reservations, restrictions, easements and rights-of-way.

c. Title shall be conveyed by Title Holders to CWI by general warranty deed; title shall be merchantable and free and clear of all liens and encumbrances with the exception of current real property taxes. The real property taxes for the year of closing shall be apportioned to date of delivery of deed based upon most recent levy and assessment.

d. The City's agreement to partially fund the purchase hereunder is expressly contingent upon City approval of the title and any and all covenants, conditions, reservations, restrictions, easements and rights-of-way, viewable upon site inspection and determined of record.

e. Closing fees attributable to the conveyance of the Property shall be equally divided between Title Holders and CWI.

3. Purpose and Use of Real Property. The following terms and conditions shall apply to the Property subsequent to the purchase of same by CWI. All subsequent transfers from CWI shall contain restrictions and limitations as follows; IDI shall record this document at the Mesa County Clerk and Recorder's Office in order that the terms hereof shall survive the closing and to memorialize and condition the use of the Property as follows:

a. Any and all proposed changes as to land use, density or zoning by CWI shall first be approved in writing by the City Manager or Mayor, as authorized by the City Council.

b. The uses of the Property are limited to high-quality industrial and/or technological businesses utilizing low density, industrial park settings. It is specifically agreed that the Property is not to be utilized for retail business or sales.

c. Any proposed transfer or conveyance of the Property or any portion thereof shall require written approval by the City Manager or Mayor prior to such transfer and conveyance. In the event CWI receives proceeds from any sale or transfer of the Property or any portion thereof or from any grantee for failure to use the Property or any portion thereof, as provided for herein, any proceeds received shall be apportioned two-thirds (2/3) to the City and one-third (1/3) to CWI, with the costs of sale, transfer or conveyance being paid by CWI.

d. CWI shall upon closing sign a petition to annex the Property to the City. Upon written request of the City, CWI shall execute additional petitions to annex during all periods thereafter that CWI is in title to the Property, or any portion thereof.

4. Representations and Warranties. The parties hereto specifically acknowledge that each has met the formalities required and have attained all consents and ratifications necessary to enter into this agreement under the terms and conditions as herein identified.

5. Miscellaneous Provisions.

a. Notices. Any notice required under this agreement to be given to CWI shall be addressed as follows:

Mr. Dennis M. Kirtland, President
Colorado West Improvement, Inc.
360 Grand Avenue
Grand Junction, Colorado 81501

and, if required to be given to the City, shall be addressed as follows:

Mr. Mark Achen, City Manager
City Hall
250 North Fifth Street
Grand Junction, Colorado 81501

Notices shall be deemed to have been given if hand delivered or mailed through the United States Post Office, certified mail, return receipt requested, with all postage prepaid, and shall be deemed to have been given as of the date of hand delivery or when same is deposited in the United States mail.

b. No Waiver. No waiver of any breach of any provision of this Purchase Agreement shall be deemed a waiver of any other breach or a continuing breach of this Purchase Agreement. No extension of time for performance of any act shall be deemed an extension of the time for performance of any other act.

c. Time of the Essence. The parties acknowledge and agree that time is of the essence with respect to the consummation of any and all acts and transactions contemplated by this Purchase Agreement.

d. Entire Agreement and Amendment. This Purchase Agreement contains the entire agreement of the parties, and any other understandings or agreements, if such there be, are merged herein. This Purchase Agreement may be amended only by an instrument in writing signed by the parties.

e. Headings. The headings in this Purchase Agreement are solely for convenience of reference and shall not affect the interpretation of any provision herein.

f. Binding Agreement and Assignment. The terms and conditions of this Purchase Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. This Purchase Agreement may not be assigned by CWI without the prior written consent of the City.

g. Authority. Each party and its representative signatory to this Purchase Agreement warrants and represents to the other party hereto that it has full and lawful authority to enter into this Purchase Agreement and to fully perform all obligations hereunder.

h. Governing Law and Venue. This Purchase Agreement shall be construed in accordance with and governed by the laws of the State of Colorado. Any litigation commenced in connection with this Purchase Agreement may be brought only in the courts of Mesa County, State of Colorado.

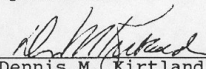
i. Prevailing Party. In the event litigation is commenced by either party to enforce or construe any provision of this Purchase Agreement, the non-prevailing party shall pay the reasonable expenses of the prevailing party, including reasonable attorney fees and costs in addition to any and all other remedies.

j. Counterparts. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same legal instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

INDUSTRIAL DEVELOPMENTS, INC.,
dba COLORADO WEST IMPROVEMENT,
INC., Colorado non-profit
corporations

CITY OF GRAND JUNCTION, a
Colorado municipal corporation

By 
Dennis M. Kirtland
President

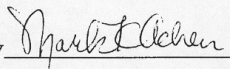
By 
Mark T. Achen

EXHIBIT A
TO
OPTION TO PURCHASE

"IDI/Benson"

Book 2226 Page 417

PARCEL 1:

A parcel of land in Section 25, Township 1 North, Range 1 West of the Ute Meridian, described as follows using bearings of the Colorado Coordinate System Zone;

Beginning at the South 1/4 Corner of said Section 25, thence North $88^{\circ}03'37''$ West 1317.97 feet to the Southwest corner of the SE 1/4 SW 1/4 of said Section 25, thence North $1^{\circ}53'25''$ East 1320.13 feet to the Northwest corner of the SE 1/4 SW 1/4, thence North $1^{\circ}52'33''$ East 61.0 feet along the West line of the NE 1/4 SW 1/4, thence North $82^{\circ}38'16''$ East 1706.80 feet, thence South $8^{\circ}40'02''$ West 1668.50 feet, to the South line of Section 25, thence North $88^{\circ}03'49''$ West 169.72 feet to the Point of Beginning, EXCEPT the West 25 feet for road right of way granted to County of Mesa by instruments recorded December 12, 1968 in Book 903 at Page 201 and recorded January 31, 1969 in Book 931 at Page 564,

AND ALSO EXCEPT A parcel of land in the S 1/2 of Section 25, Township 1 North, Range 1 West of the Ute Meridian, more particularly described as follows (using bearings of the Colorado Coordinate System):

Beginning at the Southwest corner of the SE 1/4 SW 1/4 of said Section 25, from whence the South 1/4 corner of said Section 25 bears South $88^{\circ}03'38''$ East, thence South $88^{\circ}03'38''$ East 25.00 feet to the point of beginning, thence the following courses:

1. North $01^{\circ}53'25''$ East 1320.13 feet,
2. North $01^{\circ}52'33''$ East 65.09 feet,
3. North $82^{\circ}38'16''$ East 725.39 feet,
4. South $01^{\circ}53'25''$ West 499.98 feet,
5. South $18^{\circ}06'35''$ East 100.00 feet,
6. South $71^{\circ}10'21''$ West 230.02 feet,
7. South $01^{\circ}53'25''$ West 827.00 feet to the South line of said Section 25,
8. North $88^{\circ}03'38''$ West 535.00 feet to the beginning,

PARCEL 2:

A parcel of land in the S 1/2 of Section 25, Township 1 North, Range 1 West of the Ute Meridian, more particularly described as follows using bearings of the Colorado Coordinate System):

Beginning at the Southwest corner of the SE 1/4 SW 1/4 of said Section 25, from whence the South 1/4 corner of said Section 25 bears South $88^{\circ}03'38''$ East; thence South $88^{\circ}03'38''$ East 25.00 feet to the point of beginning, thence the following courses:

1. North $01^{\circ}53'25''$ East 1320.13 feet,
2. North $01^{\circ}52'33''$ East 65.09 feet,
3. North $82^{\circ}38'16''$ East 725.39 feet,
4. South $01^{\circ}53'25''$ West 499.98 feet,
5. South $18^{\circ}06'35''$ East 100.00 feet,
6. South $71^{\circ}10'21''$ West 230.02 feet,
7. South $01^{\circ}53'25''$ West 827.00 feet to the South line of said Section 25,
8. North $88^{\circ}03'38''$ West 535.00 feet to the beginning,

ALL IN MESA COUNTY, COLORADO.

ASSIGNMENT OF INTEREST

THIS ASSIGNMENT OF INTEREST is made and entered into this ____ day of January, 2006, by and between INDUSTRIAL DEVELOPMENTS, INC., a Colorado non-profit corporation, (hereinafter referred to as "IDI"), doing business as COLORADO WEST IMPROVEMENT, INC., a Colorado non-profit corporation, (hereinafter referred to as "CWI"), and the CITY OF GRAND JUNCTION, a Colorado municipal corporation, (hereinafter referred to as the "City").

R E C I T A L S:

A. IDI and the City entered into a Purchase Agreement for two (2) parcels of real property located in the County of Mesa, State of Colorado, (hereinafter referred to as the "Property") dated April 10, 1996, and recorded April 24, 1996, in Book 2226 at Page 412 of the records of the Mesa County Clerk and Recorder's Office, a copy of which Purchase Agreement is attached hereto as Exhibit "1" and by this reference incorporated herein.

B. City adopted Ordinance No. 2941 annexing the Property into the City on August 7, 1996, said Property then having been approved and adopted as an Official Development Plan ("ODP") for the Bookcliff Technology Center, County Resolution No. MCM 96-63.

C. The purpose and use of the Property, at all times relevant thereto, was for high-quality, industrial and/or technological business utilizing low-density, industrial park settings.

NOW, THEREFORE, in consideration of the recitals, terms, conditions and mutual benefits herein conferred, IDI and City agree as follows:

1. City hereby transfers, conveys and assigns any and all interest City may have with respect to the repayment provisions of the Purchase Agreement with IDI dated April 10, 1996, including but not limited to all rights and entitlements thereunder, to IDI.

2. In consideration of the transfer, conveyance and assignment by City to IDI of its financial interest City may have under said Purchase Agreement, IDI agrees, covenants and represents as follows:

a. IDI shall defend and hold City harmless from any and all claims, known or unknown, that third parties may have with respect to or in any way related to the contractual interest of City as to the Property, past, present or in the future.

b. City is under no obligation whatsoever to participate in the improvement and development of the Property unless or until City, by specific future undertaking, desires to do so.

3. Any and all obligations with respect to the Property, past, present or future, shall be that of IDI without participation by City.

4. The purpose of the initial undertaking of the parties hereto as defined in the Purchase Agreement shall continue to be limited to high-quality industrial and/or technological businesses utilizing low-density, industrial settings. All efforts herein shall be subject to the development review process of the City.

5. By mutual consent of the parties hereto, this document shall be recorded at the Mesa County Clerk and Recorder's Office.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

INDUSTRIAL DEVELOPMENTS, INC.,
dba COLORADO WEST IMPROVEMENT,
INC., Colorado non-profit
corporations

CITY OF GRAND JUNCTION, a
Colorado municipal corporation

By _____
Robert W. Bickley, President

By _____
Kelly Arnold, City Manager

ATTEST:

ATTEST:

Norman L. Franke, Secretary

Stephanie Tuin, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of January, 2006, by ROBERT W. BICKLEY as President and NORMAN L. FRANKE as Secretary of INDUSTRIAL DEVELOPMENTS, INC., dba COLORADO WEST IMPROVEMENT, INC., Colorado non-profit corporations.

WITNESS my hand and official seal.
My commission expires:

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of January, 2006, by KELLY ARNOLD as City Manager and STEPHANIE TUIN as City Clerk of the CITY OF GRAND JUNCTION, a Colorado municipal corporation.

WITNESS my hand and official seal.
My commission expires:

Notary Public

Attach 13

Economic Development Financial Participation Agreements
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject		Economic Development Financial Participation Agreements				
Meeting Date		January 18, 2006				
Date Prepared		January 10, 2006			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 type="checkbox"/>	Consent
<input type="checkbox"/>		<input type="checkbox"/>			<input checked="" type="checkbox"/>	Individual Consideration

Summary: The City Council directed staff to prepare agreements for the Business Incubator Center and the Grand Junction Economic Partnership regarding the expenditure of City funding. The agreements for both of those agencies detail the budget, goals, policies, and performance measures, as well as reporting requirements.

Budget: The City Council has designated the following amounts for the fiscal year 2006 budget:

- \$40,000 for the Business Incubator
- \$40,000 for the Grand Junction Economic Partnership
- \$60,000 for the recruitment of new businesses to the Grand Valley by the Grand Junction Economic Partnership

Action Requested/Recommendation: That the City Council authorize the City Manager to sign the financial participation agreements. A separate action is requested for each agreement.

Attachments:

- Financial Participation Agreement for the Business Incubator Center
- Financial Participation Agreement for the Grand Junction Economic Partnership

Background Information: As a part of the economic development strategic plan and the budget deliberations, the City Council directed staff to work with the Business Incubator Center and the Grand Junction Economic Partnership to structure a financial participation agreement. The City Attorney has drafted two agreements, one for the Business Incubator Center and one for the Grand Junction Economic Partnership that outline goals, policies, objectives, performance measures, and reporting requirements for each agency.

The agreements list the amount of funding from the City of Grand Junction. The Business Incubator Center agreement is in the amount of \$40,000 and the Grand Junction Economic Partnership has an amount of \$40,000 and an amount of \$60,000, for a total of \$100,000. In that case the \$40,000 is for specific strategies and the \$60,000 is for the recruitment of new businesses to the Grand Valley. These agreements are only for the calendar year of 2006. Specific exhibits are attached to each contract detailing duties, responsibilities, and measurement of the accomplishments of each agency.

**THE CITY OF GRAND JUNCTION
AND
THE GRAND JUNCTION BUSINESS INCUBATOR CENTER
FINANCIAL PARTICIPATION AGREEMENT**

Recitals:

The City Council of the City of Grand Junction, a Colorado municipal corporation (the "City"), has authorized participation in and financial support for the regional economic development program of the Grand Junction Business Incubator Center ("BUSINESS INCUBATOR CENTER"), a Colorado non-profit corporation.

The purpose of this Agreement ("Agreement") is to set forth the program that the BUSINESS INCUBATOR CENTER agrees to undertake, the support that the City agrees to provide and the respective roles and responsibilities of the parties for the fiscal year January 1, 2006 – December 31, 2006.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City by the City Council and BUSINESS INCUBATOR CENTER by and through its Board, agree as follows:

I. RESPONSIBILITIES OF BUSINESS INCUBATOR CENTER

A. PURPOSE: The BUSINESS INCUBATOR CENTER exists to provide educational services and business development tools to start-up businesses/commercial enterprises and entrepreneurs. The Business Incubator Center supports the beginning, growth, stabilization and long-term success of business enterprises in Grand Junction and Mesa County.

B. GOALS: The BUSINESS INCUBATOR CENTER is guided by and strategically focused on seven specific long-range goals:

1. Guiding entrepreneurs through sound business planning and decision making;
2. Positively influencing economic growth in the City, Mesa County and Western Colorado region;
3. Facilitation of the startup and growth of small businesses in Mesa County through the use of the incubator;
4. Preservation and diversification of the economy in Grand Junction and Mesa County;
5. Providing consultation and technical support to the Grand Junction and Mesa County small business community;
6. Providing training for the small business community; and
7. Developing new assistance programs targeting existing businesses.

C. ACTION PLAN AND BUDGET

In accordance with the Purpose and Goals set forth above and subject to the availability of adequate funding, the BUSINESS INCUBATOR CENTER shall implement the Action Plan and Budget as attached Exhibit A and as adopted by the BUSINESS INCUBATOR CENTER's Board of Directors.

The City shall be informed of any changes in the adopted Action Plan. Such notification will be in writing and will be made prior to changes being made. Notwithstanding the foregoing, the City acknowledges and agrees that the BUSINESS INCUBATOR CENTER may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events, meetings or activities described in the Action Plan as required by or resulting from changed market conditions, funding unavailability and/or circumstances beyond the BUSINESS INCUBATOR CENTER's reasonable control. The City may participate in the formulation of future BUSINESS INCUBATOR CENTER Action Plan(s). The Action Plan shall be revised to reflect agreed upon changes.

D. PERFORMANCE TARGETS

Specific goals, objectives, strategies, and performance measurements, established by the BUSINESS INCUBATOR CENTER's Executive Director and Board of Directors, are attached hereto as Exhibit A and shall be used to evaluate and report progress on the BUSINESS INCUBATOR CENTER's implementation of its Action Plan. Exhibit A is incorporated by this reference as if fully set forth. In the event of changed market conditions, funding unavailability and/or circumstances beyond the BUSINESS INCUBATOR CENTER's reasonable control, performance targets may be revised with the City's prior written approval.

The BUSINESS INCUBATOR CENTER will provide quarterly reports to the City describing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit A.

The BUSINESS INCUBATOR CENTER shall provide a copy of its annual audit for the preceding fiscal year to the City by no later than December 15th. The financial contribution from the City to the BUSINESS INCUBATOR CENTER will be invested in two primary programs:

1. the Small Business Incubator and
2. the Small Business Development Center.

These programs provide technical assistance to start-up and existing businesses.

The Small Business Incubator is a program of the BUSINESS INCUBATOR CENTER and offers an array of business support resources and services designed to accelerate the successful development of entrepreneurial companies. Selected start-up companies are housed at the Incubator for a 3-5 year period, at which time the businesses "graduate" into the community. Companies that participate in the Small Business Incubator program must go through intensive business training, goal setting and review. Overhead is controlled through shared office equipment and a sliding scale rent structure.

The Kitchen Incubator, which is a part of the Small Business Incubator, provides a licensed commercial kitchen, available by the hour, for food processors, caterers and vendors. Technical assistance programs assist these companies in the complexities of start-up and operation of food related businesses.

The Small Business Development Center provides high quality, cost-effective business assistance, information and training activities to start-up and existing businesses. Through the delivery of those services the successful growth and development of small businesses is fostered and in turn a positive long-term economic impact for Mesa County is provided.

The United States Small Business Administration (SBA) started the Small Business Development Center program and funds half of the local program.

II. RESPONSIBILITIES OF THE CITY

A. COOPERATIVE ASSISTANCE: Representative(s) of the City shall be entitled to participate in BUSINESS INCUBATOR CENTER's program development provided that such participation shall not be at BUSINESS INCUBATOR CENTER's expense. When requested by the City, the BUSINESS INCUBATOR CENTER will provide assistance and support to City economic development staff for business development prospects identified and qualified by the City that meet BUSINESS INCUBATOR CENTER standards.

B. COMPENSATION:

1. The City agrees to pay \$40,000 for services to be provided by the BUSINESS INCUBATOR CENTER pursuant to the Agreement during the year ending on December 31, 2006, as set forth in this Agreement.
2. Funding of this Agreement shall be subject to the annual appropriation of funds by the City Council pursuant to the required budget process of the City;
3. Nothing herein shall preclude the City from contracting separately with the BUSINESS INCUBATOR CENTER for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and the BUSINESS INCUBATOR CENTER; and
4. The BUSINESS INCUBATOR CENTER shall submit a written request for payment and the City agrees to pay the sum of \$40,000 on or before February 28, 2006. The foregoing notwithstanding, if BUSINESS INCUBATOR CENTER has not provided the City with the reports and the annual audit required by this Agreement, then the City may declare BIC in breach of this Agreement and demand repayment of its funds.

C. COOPERATION:

1. The parties acknowledge that cooperation between the BUSINESS INCUBATOR CENTER and the City is essential. Accordingly, the City and the BUSINESS INCUBATOR CENTER covenant and agree to work together in a productive and harmonious working relationship, to cooperate in furthering the BUSINESS INCUBATOR CENTER's goals for the 2006 fiscal year.

2. The City agrees to work with the BUSINESS INCUBATOR CENTER, as necessary or appropriate, to revise the performance measures and/or benchmarks and/or goals for the FY 2006 contract.

D. STAFF SUPPORT: The City agrees to provide staff support as it can to the BUSINESS INCUBATOR CENTER's economic development efforts as follows:

1. The City shall provide appropriate local hospitality, tours and briefings for incubator businesses visiting sites in the City;
2. The City shall provide a representative of the City to serve on the BUSINESS INCUBATOR CENTER Board of Directors;
3. The City shall reasonably cooperate with the BUSINESS INCUBATOR CENTER to provide and exchange information with the BUSINESS INCUBATOR CENTER's staff;
4. The City shall use its best efforts to respond to special requests by BUSINESS INCUBATOR CENTER for particularized information about the City within three business days after the receipt of such request;
5. In order to enable the BUSINESS INCUBATOR CENTER to be more sensitive to the City's requirements, the City shall, at its sole option deliver to BUSINESS INCUBATOR CENTER copies of any City approved economic development strategies, work plan(s), program(s) and incentive contribution evaluation criteria. The BUSINESS INCUBATOR CENTER shall not disclose the same to the other participants in the BUSINESS INCUBATOR CENTER or their representatives.

III. GENERAL PROVISIONS:

A. COVENANT AGAINST CONTINGENT FEES: The BUSINESS INCUBATOR CENTER warrants that no person has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to BUSINESS INCUBATOR CENTER.

B. ASSIGNMENT PROHIBITED: No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.

C. INDEPENDENT CONTRACTOR; NO AGENCY: Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and the BUSINESS INCUBATOR CENTER. At all times during the term of this Agreement, the BUSINESS INCUBATOR CENTER shall be an independent contractor and shall not be an employee of City. City shall have the right to control the BUSINESS INCUBATOR CENTER only as to the results of the BUSINESS INCUBATOR CENTER's services rendered pursuant to this Agreement. The BUSINESS INCUBATOR CENTER shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. The BUSINESS INCUBATOR CENTER shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever outside of this agreement.

D. INDEMNIFICATION AND HOLD HARMLESS: During the term of this Contract, the BUSINESS INCUBATOR CENTER shall indemnify, defend, hold, protect and save harmless the City and any and all of its officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by the BUSINESS INCUBATOR CENTER, its directors, officers, agents or employees acting on behalf of the BUSINESS INCUBATOR CENTER and with the BUSINESS INCUBATOR CENTER's knowledge and consent.

Any party entitled to indemnity shall notify the BUSINESS INCUBATOR CENTER in writing of the existence of any claim, demand or other matter to which the BUSINESS INCUBATOR CENTER's indemnification obligations would apply and shall give to the BUSINESS INCUBATOR CENTER a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection D shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud or willful or wanton misconduct of such indemnified party.

E. INSURANCE: The BUSINESS INCUBATOR CENTER shall procure and maintain for the duration of this Agreement, at the BUSINESS INCUBATOR CENTER's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by the BUSINESS INCUBATOR CENTER, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in Exhibit B attached hereto. The City acknowledges that it has received and reviewed evidence of the BUSINESS INCUBATOR CENTER's insurance coverage in effect as of the execution of this Agreement.

F. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the BUSINESS INCUBATOR CENTER agrees as follows:

1. The BUSINESS INCUBATOR CENTER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. The BUSINESS INCUBATOR CENTER shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. BUSINESS INCUBATOR CENTER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The BUSINESS INCUBATOR CENTER will, in all solicitations or advertisements for employees and businesses placed by or on behalf of the BUSINESS INCUBATOR CENTER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
3. The BUSINESS INCUBATOR CENTER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.
4. Upon request by the City, the BUSINESS INCUBATOR CENTER shall provide the City with information and data concerning action taken and results obtained in regard to the BUSINESS INCUBATOR CENTER's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.

G. COMPLIANCE WITH FEDERAL LAWS REQUIRED. The BUSINESS INCUBATOR CENTER understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

H. TERMINATION. The City shall have the right to terminate this Agreement if the BUSINESS INCUBATOR CENTER shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to the BUSINESS INCUBATOR CENTER by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, the BUSINESS INCUBATOR CENTER shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render the BUSINESS INCUBATOR CENTER incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against the BUSINESS INCUBATOR CENTER in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

I. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS. The BUSINESS INCUBATOR CENTER's performance hereunder shall be in material compliance with all applicable federal, state and local laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

J. INSTITUTION OF LEGAL ACTIONS. Any legal actions instituted pursuant to this Agreement must be filed in Mesa County Colorado. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees (including the value of in-house counsel) as may be fixed by the Court.

K. APPLICABLE LAW. Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Colorado, and the BUSINESS INCUBATOR CENTER shall agree that the venue for any such action shall be Mesa County.

L. CONTINUATION DURING DISPUTES. The BUSINESS INCUBATOR CENTER agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by a Colorado court of competent jurisdiction.

M. CITY REVIEW OF BUSINESS INCUBATOR CENTER RECORDS. The BUSINESS INCUBATOR CENTER must keep all Agreement records separate and make them available for audit by the City upon request.

N. NOTICES. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: City Manager
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81502
(970) 244-1503

With a copy to the City Attorney at the same address.

If to BUSINESS INCUBATOR CENTER:

Thea Chase Gilman, Executive Director
Business Incubator Center
2591 B ¾ Road
Grand Junction, Colorado 81505
(970) 243-5242

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

O. NON-LIABILITY OF OFFICIALS AND EMPLOYEES. No member, official or employee of the City will be personally liable to the BUSINESS INCUBATOR CENTER or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the BUSINESS INCUBATOR CENTER or successor or on any obligation under the terms of this Agreement. No member, official or employee of the BUSINESS INCUBATOR CENTER will be personally liable to the City or any successor in interest in the event of any default or breach by the BUSINESS INCUBATOR CENTER or for any amount

which may become due to the City or successor, or on any obligation under the terms of this Agreement.

P. No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Q. Severability. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

R. Captions. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

S. No Third Party Beneficiaries. No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.

T. Entire Agreement, Waivers and Amendments. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including ___ pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the City and the BUSINESS INCUBATOR CENTER.

- Exhibit A – Goals, Objectives, Strategies & Measurements
- Exhibit B - Insurance Requirements

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the BUSINESS INCUBATOR CENTER, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this day of January 2006.

CITY OF GRAND JUNCTION

By: _____
Kelly Arnold, City Manager

Attest:

By: _____
Stephanie Tuin, City Clerk

Approved as to form:

By: _____
John P. Shaver, City Attorney

GRAND JUNCTION BUSINESS
INCUBATOR CENTER

By: _____
Thea Chase-Gilman, Executive Director

Exhibit A

**SMALL BUSINESS DEVELOPMENT CENTER
GOALS & OBJECTIVES
2006**

GOAL 1: Facilitate the start up and growth of small businesses in Mesa County by providing educational services through counseling and workshops.

Objectives:

- A. Provide a minimum of 1,000 hours of high-quality counseling to Mesa County businesses.

Measurements:

1. Number of documented sessions
2. Results of exit surveys

- B. Provide quality training for startups via the following offering:

1. Bi-Monthly “How to Start a Business” classes
2. Quarterly Tax workshops
3. Quarterly Bookkeeping classes
4. Spring and Fall Leading Edge courses
5. International Trade Workshop

Measurements:

1. Number of documented workshops
2. Results of workshop evaluations submitted by attendees

- C. Continue development and marketing of SBDC services to the Spanish-speaking community.

1. Determine logistics and written strategy to market training and counseling services.
2. Conduct two “How to Start a Business” classes.
3. Track results of training and counseling to indicate future demand and assess additional needs.

Measurements:

1. Implementation of written marketing strategy
2. Two Spanish-version “How to Start a Business” workshops conducted
3. Assessed results and recommendations reported to subcommittee

GOAL 2: Facilitate the stabilization and long-term success of business enterprises in Mesa County.

Objectives:

A. Continue development and marketing of small business counselor/mentor group

1. Develop program guidelines and orientation materials
2. Define marketing strategies to reach new members
3. Define strategies to market services to community

Measurements

1. Program guidelines presented to new and existing members and formal orientation conducted
2. Documented marketing strategies implemented to recruit new members
3. Documented marketing strategies implemented to roll out new services

BUSINESS INCUBATOR AND KITCHEN INCUBATOR PROGRAMS GOALS, OBJECTIVES, STRATEGIES & MEASUREMENTS 2006

Goal 1: Facilitate the start up and growth of small businesses in Mesa County through maximizing use of the Incubator tool.

Objectives:

A. Achieve average of 90% occupancy in Incubator buildings by the 4th Quarter

Strategies:

1. Work with SBDC, SBCs and client companies to feed leads to Incubator
2. Ensure other first points of contact are aware of the Incubator facilities and services (lenders, realtors, attorneys, accountants, government, chambers of commerce, GJEP, UTEC, Mesa State, and Workforce Center etc.)
3. Encourage tours for community
4. Develop & implement new marketing plan

Measurements:

1. Occupancy rates
2. Number of interested parties and how referred
3. Number of applications completed and accepted
4. Number of tours conducted
5. Marketing Plan developed by end of first quarter and subsequently implemented

B. Build Kitchen usage to 200 minimum hours per month by July. By year-end build average usage by month to 250 hours

Strategies:

1. Create a presentation for the Kitchen Incubator Program and make 10-15 presentations to groups during the year
2. Produce articles for the horticultural newsletters
3. Examine feasibility of obtaining better process control certification

Measurements:

1. Number of hours Kitchen is used and ramp up rate
2. Number of interested parties and how referred
3. Status of better process control certification

C. Achieve operational self-sufficiency for Incubator Program

Strategies:

1. Meet or exceed revenue targets
2. Meet or reduce building operations expenses
3. Investigate other revenue streams

Measurements:

1. Budget to Actual financial goals met
2. New revenue streams identified

GOAL 2: Preserve and diversify the economy in Mesa County

Objectives:

- A. Positively affect the success of Incubator Clients

Strategies:

1. Screen and select new client companies according to the following; potential for job creation and/or retention, uniqueness of product or service, is the service readily available in the community, what portion of the expected revenue is derived from outside the County, is there a connection to targeted industry clusters within the Incubator or Community, capacity of principals to be successful and the need for and interest in the Incubator Program
2. Deliver a quality program with such services as: client consulting, training programs, TAB, college interns and use of EBI, connection to external resources, and networking opportunities.
3. Encourage ongoing involvement of Business Incubator graduates
4. Recognize graduates at annual event
5. Provide professional administrative services and quality shared use equipment
6. Facilitate client company expansions
7. Develop a quarterly meeting schedule for kitchen clients

Measurements:

1. Maintain or improve 80% success rate
2. Graduate 3-5 client companies per year
3. Track companies' employment and sales
4. Client Company and Graduate highlights
5. Rate of attendance at seminars, TAB, other functions; utilizing SBCs, EBI & interns
6. Amount of participation of kitchen clients in Incubator program and quarterly meetings

- B. Assist companies in promotion of products and services

Strategies:

1. Conduct tours
2. Nurture relationships with media

3. Build contacts and connect client companies and graduates with mentors and other business allies
4. Maintain website with updated tenant information and links to company websites

Measurements:

1. Number of tours
2. Volume and type of press coverage
3. Weedback from client companies on impact of contacts and coverage
4. Website is updated and maintained

GOAL 3: Ensure fairness among client companies by providing a structured environment

Objective:

- A. Effectively communicate to client companies rules, regulations, policies, and procedures

Strategies:

1. Develop client company policies and procedures document
2. Develop kitchen clients policies and procedures document
3. Review leases and other documents for changes, omissions, and additions
4. Review final documents with legal counsel

Measurements:

1. Incubator company policies and procedures document complete
2. Kitchen client policies and procedures document complete
3. Leases reviewed and updated
4. Documents reviewed by attorney
5. New documents in place and enforced

**BUSINESS INCUBATOR CENTER
GOALS, OBJECTIVES, STRATEGIES & MEASUREMENTS
2006**

GOAL 1: Be a Force for Economic Development in Mesa County

Objectives:

A. Provide quality programs and services for start up and existing businesses

Strategies:

1. Continue core programs – Incubator, SBDC, RLF
2. Monitor business and economic trends and react with new or changed services and partnerships in consideration of BIC vision, mission and capacity
3. Partner with other service providers and governments to serve existing businesses
4. Develop and implement BIC Ambassador Program
5. Actively participate in Mesa State College initiatives geared toward Entrepreneurship
6. Implement new initiatives; Services for Spanish speakers and ISO/AS program

Measurements:

1. Programs meeting G,O,S&M
2. Additional services offered or existing services modified, partnerships established - demand driven
3. Companies served through partnerships
4. BIC Ambassador Program implemented
5. Status of Mesa State College initiatives
6. Status on new initiatives

B. Partner with existing organizations to guide overall economic development efforts in Mesa County and statewide

Strategies:

1. Participate in “Economic Development Partners”
2. Be part of core team for Listening to Business
3. Belong to and/or be active in; GJEP, Enterprise Zone, DDA, Grand Junction, Fruita, Palisade and Plateau Valley Chambers and other economic development efforts in Mesa County
4. Participate in other community and economic development activities
5. Participate in statewide initiatives

Measurements:

1. ED Partners provides deliverables for the community
2. LTB successfully completes next round of interviews
3. Participation in County wide groups

4. Number of collaborative projects
5. Involvement in statewide economic development initiatives

C. Insure community awareness of BIC's role in economic development as well as value of products

Strategies:

1. Focus message under one primary name, emphasize products not programs
2. Upgrade web site
3. Promote Entrepreneurship as a regional economic development priority
4. Maintain excellent media relations and coverage
5. Submit regular press releases
6. Use trade name registration list to welcome new businesses
7. Annual Open House

Measurements:

1. Business Incubator Center well recognized and products understood
2. Web site redeveloped
3. Entrepreneurship embraced as an important economic development strategy
4. Volume and quality of media coverage
5. Number of leads from trade name project
6. Success of Annual Open House

GOAL 2: Insure Corporate and Facility Viability

Objectives:

A. Budget and perform in fiscally responsible manner

Strategies:

1. Program managers submit budgets on existing and new programs, management team works to bring overall budget into a minimum of break even
2. Strategies are readjusted to react to financial performance and changes
3. Accounting system provides quality and timely reports
4. Investments maximize returns

Measurements:

1. Budget to actual reports
2. Balance sheet
3. Corporation having sufficient assets to continue and build operations

B. Maximize use of facilities; maintain in good order

Strategies:

1. Accommodate new client and expansion client facility requirements
2. Perform regular and preventative maintenance

3. Complete Building Improvement Campaign fundraising and projects
4. Complete capital projects
5. Explore possibility of “lighting-up the site”

Measurements:

1. Modifications to buildings for new tenants and expansions
2. Buildings in good working order
3. Building Improvement Campaign completed
4. Capital projects completed
5. “Lighting-up the site” feasibility analyzed

GOAL 3: Perform Special Projects that enhance existing mission of BIC and provide important services to the community

Objectives:

- A. Manage the Enterprise Zone program in a fiscally responsible manner and maximize its impact in the community

Strategies:

1. Work with tax preparers and businesses to use credits
2. Work with contribution projects to offer credits to donors, insure records are adequately maintained
3. Oversee marketing grant to further accomplishment of Enterprise Zone goals
4. Provide necessary reporting to County and State
5. Respond to new requests for boundary changes and contribution project additions in timely and thorough manner
6. Proactively explore use of Enterprise Zone in areas targeted by community for development, redevelopment and affordable housing

Measurements:

1. Number of business credits and amounts
2. Number of contribution credits and amounts
3. Use of marketing grant funds
4. Reporting performed
5. Number of changes to Zone

- B. Perform Property Management of Riverview Technology Corporation complex insuring customer satisfaction and act as catalyst for redevelopment

Strategies:

1. Perform annual budgeting for operations and capital projects
2. Work with RTC Property Management Committee on a continual basis, providing monthly budget to actual reports, planning and managing unscheduled maintenance and capital projects
3. Respond to work orders in timely manner

4. Manage preventative maintenance program to minimize unexpected problems
5. Complete Master Plan by January 2006
6. Develop implementation plan for Master Plan

Measurements:

1. Annual operational and capital budgets prepared and approved
2. Property Management Committee provided monthly budget to actual reports, unscheduled maintenance and capital projects performed
3. Work order responsiveness
4. Minimal unexpected maintenance issues
5. Master plan project completed by June 30

BUSINESS INCUBATOR CENTER _____

CITY _____

Exhibit B

**THE CITY OF GRAND JUNCTION
AND
THE GRAND JUNCTION ECONOMIC PARTNERSHIP
PARTICIPATION AGREEMENT**

RECITALS:

The City Council of the City of Grand Junction, a Colorado municipal corporation (the "City"), has authorized participation in and financial support for the regional economic development program of the Grand Junction Economic Partnership ("GJEP"), a Colorado non-profit corporation.

The purpose of this agreement ("Agreement") is to set forth the regional economic development program that GJEP agrees to undertake, the support that the City agrees to provide and the respective roles and responsibilities of the parties for the fiscal year January 1, 2006 – December 31, 2006.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City by the City Council and GJEP by and through its Board, agree as follows:

I. RESPONSIBILITIES OF GJEP

A. PURPOSE: GJEP exists to collect, expend and leverage public and private money in support of innovative regional economic development strategies and tactics for the attraction and expansion of business.

B. GOALS: GJEP is guided by and strategically focused on two specific long-range goals:

1. Marketing Mesa County to qualified business/industry prospects in targeted economic clusters; and
2. Leveraging public and private contributions to finance the location of qualified businesses to Mesa County, improve competitiveness of business and to spur growth of the Grand Junction economy.

C. BUSINESS DEVELOPMENT POLICY: GJEP's primary role is image building, marketing and new business attraction for Grand Junction and Mesa County.

D. RETENTION AND EXPANSION POLICY: GJEP is not responsible for retention and expansion of existing businesses, however, GJEP will advise the City and other appropriate agencies as determined by the City when an existing company requests a retention or expansion incentive(s).

E. INCENTIVES: Incentive offers by GJEP will be made when:

1. Grand Junction or Mesa County is in competition with one or more other communities for the location/relocation of a business; and
2. the offer of an incentive will induce the prospect to locate/relocate to Mesa County; and

3. the prospect business is currently in business and has a successful financial track record or if a "new" business has strong financial assets and qualified management as determined in the sole discretion of GJEP; and
4. the prospect business is involved in an activity which creates "base" jobs, defined as manufacturing, distribution or service jobs; or
5. makes a product(s) or produces a service which is "exported" from Colorado; or
6. is able to make a transition, either expansion or relocation, in the absence of an incentive.

An incentive offer will not be made unless:

1. The wage and salary level (i.e., the quality of the jobs) is not good enough. The wage and salary level must be above the median income for Grand Junction as determined by HUD.
2. The number of new jobs to be created in Mesa County is adequate as determined in the sole discretion of GJEP; and
3. The amount of new capital investment is adequate as determined in the sole discretion of GJEP.

The expenditure of public money for incentives will be justified if there is a demonstrable "return on investment", which the incentive causes or helps to cause when the incentive funds are leveraged by the prospect or GJEP.

For purposes of this agreement, incentives are not:

1. the intrinsic benefits of a location in Mesa County;
2. the benefits accruing from participation in the Colorado FIRST training program;
3. the benefits of location in the Mesa County Enterprise Zone; and
4. Revolving Loan Fund (RLF) loans.

F. ACTION PLAN AND BUDGET:

In accordance with the Purpose, Goals, Business Development and Retention Policies set forth above and subject to the availability of adequate funding, GJEP shall implement the Action Plan and Budget adopted by GJEP's Board of Directors, a copy of which is attached as Exhibit A and incorporated by this reference as if fully set forth.

The City shall be informed of any changes in the adopted Action Plan. Such notification will be in writing and will be made prior to changes being made. Notwithstanding the foregoing, the City acknowledges and agrees that GJEP may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events, meetings or activities described in the Action Plan as required by or resulting from changed market conditions, funding unavailability and/or circumstances beyond GJEP's reasonable control. The City may participate in the formulation of future GJEP marketing strategies and advertisements. The Action Plan shall be revised to reflect agreed upon changes.

G. PERFORMANCE TARGETS:

Specific performance targets, established by GJEP's Executive Committee and Board of Directors, are attached hereto as Exhibit B and shall be used to evaluate and report progress on GJEP's implementation of the Action Plan. Exhibit B is incorporated by this reference as if fully set forth. In the event of changed market conditions, funding unavailability and/or circumstances beyond GJEP's reasonable control, performance targets may be revised with the City's prior written approval.

GJEP will provide quarterly reports to the City describing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B.

GJEP shall provide a copy of its annual report and audit for the preceding fiscal year to the City by no later than June 30th, 2006.

III. RESPONSIBILITIES OF THE CITY

A. MARKETING ASSISTANCE: Representative(s) of the City shall be entitled to participate in GJEP's marketing provided that such participation shall not be at GJEP's expense. When requested by the City, GJEP will provide assistance and support to City economic development staff for business location/relocation prospects. GJEP's assistance will include but not necessarily be limited to assisting the City with presentations to the prospect in the City or at the business location.

B. COMPENSATION:

1. The City agrees to pay GJEP \$40,000 for operations and \$60,000 for incentives pursuant to the Agreement during the year ending on December 31, 2006, as set forth in this Agreement.
2. Funding of this Agreement shall be subject to the annual appropriation of funds by the City Council pursuant to the required budget process of the City;
3. Nothing herein shall preclude the City from contracting separately with GJEP for additional services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GJEP; and
5. The City agrees to pay the sum of \$100,000 on or before January 31, 2006 pursuant to a written request from GJEP and subject to the full and faithful completion of the terms of this agreement. The foregoing notwithstanding, if GJEP does not provide the City with the reports and audits required by this Agreement, then the City may declare GJEP in breach of this Agreement and demand repayment of its funds.

C. COOPERATION:

1. The parties acknowledge that cooperation between GJEP and the City is essential. Accordingly, the City and GJEP covenant and agree to work

together in a productive and harmonious working relationship, to cooperate in furthering GJEP's goals for the 2006 fiscal year.

2. The City agrees to work with GJEP, as necessary or appropriate, to revise the performance measures and/or benchmarks and/or goals for the FY 2006 contract.

D. STAFF SUPPORT: The City agrees to provide staff support as it can to GJEP's economic development efforts as follows:

1. The City shall timely respond to leads or prospects referred by GJEP if the City desires to compete and if the lead is appropriate for the City as determined in the City's sole discretion. The City agrees to provide its response to the prospect in the format developed jointly by the City and GJEP;
2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
3. The City shall provide a representative to serve on the GJEP Board of Directors;
4. The City shall cooperate in the implementation of GJEP process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GJEP's staff, the use of land and building data bases;
5. The City shall use its best efforts to respond to special requests by GJEP for particularized information about the City within three business days after the receipt of such request;
6. In order to enable GJEP to be more sensitive to the City's requirements, the City shall, at its sole option deliver to GJEP copies of any City approved economic development strategies, work plan(s), program(s) and incentive contribution evaluation criteria. GJEP shall not disclose the same to the other participants in GJEP or their representatives;

III. GENERAL PROVISIONS:

- A. COVENANT AGAINST CONTINGENT FEES: GJEP warrants that no person has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GJEP.
- B. ASSIGNMENT PROHIBITED: No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.
- C. INDEPENDENT CONTRACTOR; NO AGENCY: Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GJEP. At all times during the term of this Agreement, GJEP shall be an independent contractor and shall not be an employee of City. City shall have

the right to control GJEP only as to the results of GJEP's services rendered pursuant to this Agreement. GJEP shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GJEP shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever outside of this agreement.

- D. INDEMNIFICATION AND HOLD HARMLESS: During the term of this Contract, GJEP shall indemnify, defend, hold, protect and save harmless the City and any and all of its officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GJEP, its directors, officers, agents or employees acting on behalf of GJEP and with GJEP's knowledge and consent.

Any party entitled to indemnity shall notify GJEP in writing of the existence of any claim, demand or other matter to which GJEP's indemnification obligations would apply and shall give to GJEP a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection D shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud or willful or wanton misconduct of such indemnified party.

- E. INSURANCE: GJEP shall procure and maintain for the duration of this Agreement, at GJEP's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GJEP, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in Exhibit C attached hereto. The City acknowledges that it has received and reviewed evidence of GJEP's insurance coverage in effect as of the execution of this Agreement.

- F. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, GJEP agrees as follows:

1. GJEP will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GJEP shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GJEP agrees to post in conspicuous places, available to employees and

applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GJEP will, in all solicitations or advertisements for employees placed by or on behalf of GJEP, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
 3. GJEP will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.
 4. Upon request by the City, GJEP shall provide the City with information and data concerning action taken and results obtained in regard to GJEP's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.
- G. COMPLIANCE WITH FEDERAL LAWS REQUIRED. GJEP understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.
- H. TERMINATION. The City shall have the right to terminate this Agreement if GJEP shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GJEP by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GJEP shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GJEP incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GJEP in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.
- I. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS. GJEP's performance hereunder shall be in material compliance with all applicable federal, state and local laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- J. INSTITUTION OF LEGAL ACTIONS. Any legal actions instituted pursuant to this Agreement must be filed in Mesa County Colorado. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other

- O. NON-LIABILITY OF OFFICIALS AND EMPLOYEES. No member, official or employee of the City will be personally liable to GJEP or any successor in interest in the event of any default or breach by the City or for any amount which may become due to GJEP or successor or on any obligation under the terms of this Agreement. No member, official or employee of GJEP will be personally liable to the City or any successor in interest in the event of any default or breach by the GJEP or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.
- P. NO WAIVER. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- Q. SEVERABILITY. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- R. CAPTIONS. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- S. NO THIRD PARTY BENEFICIARIES. No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- T. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including the exhibits which are incorporated by reference, constitutes the entire understanding and agreement of the City and GJEP.

Exhibit A - Action Plan
Exhibit B - GJEP Performance Measures
Exhibit C - Insurance Requirements

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GJEP, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of December 2006.

City of Grand Junction

By: _____

Kelly E. Arnold, City Manager

By: _____

Stephanie Tuin, City Clerk

APPROVED AS TO FORM:

By: _____

John P. Shaver, City Attorney

Grand Junction Economic Partnership

By: _____

Ann Driggers, President

Exhibit A



ift Action Plan

2006

ress

Highlights of 2005

In the last year, progress continues with:

- Strong performance in prospect generation (year-end numbers not yet available).
- Announcement of the relocation of CBI, with a potential of 37 new jobs, \$2,368,000 annual payroll, 38ksf new facility, \$21m 5 year economic impact. An incentive package was negotiated from the City of Grand Junction and IDI.
- Announcement of the relocation of Universal Glass Block from Bend, Oregon, creating 20 jobs and \$540k in annual payroll. The company is currently in leased space but has purchased land and plans to build a 15ksf new facility. An incentive package was negotiated on behalf of the company from the State and the City of Grand Junction.
- Assistance was provided to a number of other companies that relocated to Mesa County (and ones that did not).
- Stronger relationships and increased financial support for the organization from the public sector.
- Education of the community and public sector on the importance of incentives.

A strategic planning session was held in November. This meeting identified the strengths, weaknesses, opportunities and threats facing the organization and the competitive position for economic development.

Action Plan Overview

Program Summary

This 2006 Action Plan is the implementation of the strategies laid out in the Quality Jobs First Campaign. Organizational resources are targeted toward the achievement of four key objectives:

- **Prospect Generation**
- **Prospect Recruitment**
- **Area Competitiveness**
- **Organizational Development**

Operating Approach

While implementing the annual program the organization will:

- Concentrate on high-impact, cost-effective tactics
- Collaborate effectively and strengthen area-wide relationships
- Focus on mission-critical issues
- Leverage resources
- Implement and utilize critical technologies
- Effectively measure, evaluate and report performance

Changes for 2006

As a result of the Strategic Planning Meeting in November 2005, there will be some changes and additions to the Action Plan for 2006. Specifically these changes are:

Action Plan
FY2006

- Revise and update the target industry list, taking into account new opportunities. Create a unique message for each target and integrate into the GJEP marketing program. Examine necessary policy/business climate adjustments for target industries.
- Look to implement joint marketing programs with partner organizations such as the Incubator (marketing to entrepreneurs) and the Visitors and Conventions Bureau (marketing to visitors).
- Continue the education and training of community leaders of our mission and program, the benefits, their role and the message. Identify economic development 'champions' in our community.
- Implement a comprehensive and proactive investor relations and development program.
- Establish/purchase an office in a downtown Grand Junction location that will better meet the needs of the organization, its clients and investors.
- Review and revise the current metrics used by GJEP. Ensure metrics meet the needs of GJEP investors and clients and accurately reflect the work performed and successes achieved by the organization.
- Complete a survey of past clients (prospects) to identify reasons for their choosing other locations.
- Work with Mesa County and all communities to assist in the development of infrastructure and creating more zoned and developed land.
- Work with the County and City of Grand Junction to assist in the improvement of the planning process and update of the Master Plan.
- Work with IDI to encourage the development of additional developed sites for clients.
- Examine the potential for spec building development and assist in the removal of barriers to this development.
- Work with existing businesses, as requested, to assist in the retention or expansion of primary jobs.
- Increase the number of sales trips to clients.

These changes are all included in the following plan.

Prospect Generation

Purpose Statement

Plan and implement marketing, communications and research activities that will improve the area's business image and generate qualified business/industry prospects.

Strategies

- Target companies that best fit the community namely, small, locally owner-managed that offer primary, quality jobs (at least \$14ph and benefits)
- Revise and update the target industry list, taking into account new opportunities. Target companies in industries that best fit the community such as health/medical, environmental, outdoor, aviation/aerospace. Companies may be involved in either services or manufacturing. Examine necessary policy/business climate adjustments for target industries. Develop message, brand and community positioning to targets
- Implement joint marketing programs with partner organizations such as the Incubator (marketing to entrepreneurs) and the Visitors and Conventions Bureau (marketing to visitors)
- Build effective relationships through an integrated relational marketing approach with site consultants, potential prospects and the local network
- Build research capabilities to develop information based marketing targeted to specific industries and businesses
- Generally build awareness of, and brand, the Grand Junction area as a business location, nationally and within Colorado and convey a consistent message through a combination of marketing platforms that connect, compliment and leverage each other
- Strengthen relationships with communities and stakeholders to leverage resources throughout program and strengthen relationships with other EDO's
- Work with existing businesses, as requested, to assist in the retention or expansion of primary jobs.

Key Activities

General Marketing Materials

- New folder for presenting materials
- Advertisement updates
- General marketing brochure update

Website Development

Update of website on an as needed basis. Major site redevelopment was completed in 2005.

General Branding and Awareness

- Identify 'success stories' which project the community and can be promoted to the media
- Continue to develop relations with media outlets, specifically on the Front-Range
- Advertise in appropriate publications, such as CO Biz, Boulder Biz Journal, Skywest Magazine, Grand Valley Magazine and site selection magazines featuring Colorado or target industries
- Continue to work with the Western Colorado Economic Alliance in its plan to promote the Western Slope as a business location to vacationing corporate executives
- Capitalize on other media opportunities as they arise
- Attend presentations and speaking engagements within, and outside, the community to promote the organization and generate local leads

Target Industry Cluster Marketing

- Identify target companies and geographic concentrations of companies in target clusters: Outdoor Industries; Medical and Health Technologies; Aviation; and Environmental Technologies
- Update industry specific marketing pieces
- Develop media relationships with industry specific publications
- Attend tradeshow in target industry clusters
- Develop relationships with local companies in clusters to leverage contacts and presence at events

- Conduct mailing campaigns to identified companies to increase awareness and promote specific strengths in coordination with tradeshows
- Establish and develop relationships through personal phone calls
- Advertise in appropriate target industry publications
- Coordinate sales visits to select geographic areas of cluster industries

Other research

- Continue to benchmark competitor communities
- Continue labor availability, underemployment analysis and labor skills/work ethic analysis

Network Development

- Collaborate with communities and other partners as appropriate, throughout the program
- Strengthen relationships with other EDO's, especially on Front Range but also nationally

Local Lead Generation

- Increase awareness and exposure of organization in local area, through editorial marketing and advertising placements
- Make presentations to service clubs, professional organizations/associations, etc to raise awareness
- Continue local advertising to raise awareness

Performance Measures

- Number of qualified prospects generated
- Number of leads and inquiries
- Number of website hits
- Total reach of advertisement placements (local and national)
- Total reach of editorial placements (local and national)

Prospect Recruitment

Purpose Statement

Convert qualified prospects into corporate locations.

Strategies

- Deliver high value and excellent service in a timely manner
- Identify and deliver information that clients need, using the latest technologies
- Effectively engage and leverage the organization's network and stakeholders to assist in conversion

Key Activities and Projects

- Qualify and monitor all inquiries, leads and prospects
- Build relationships with all prospects and leads and sell the benefits of a Mesa County business location
- Build research capabilities to proactively supply prospects with customized and targeted information
- Strengthen relationships with communities by effectively communicating prospect activity and engagement in conversion process
- Strengthen interaction with governmental funding sources
- Improve client handling/customer interface

Performance Measures

- Value of capital investment, number of jobs, payroll and average salary of corporate locations
- Number of prospect visits
- Prospect to locate conversion rate

Area Competitiveness

Purpose Statement

Assist in improving the area's competitive position.

Strategies

- Provide leadership and technical support to local efforts to increase the competitiveness of the area's development resources
- Effectively communicate and educate on issues critical to economic development

Key Activities and Projects

- Complete a survey of past clients (prospects) to identify reasons for their choice of other locations.
- Work with Mesa County and all communities to assist in the development of infrastructure.
- Work with the County and all communities to assist in the improvement of the planning process and implement a fast track permitting/planning system.
- Work with the City of Grand Junction and County planning departments to encourage the rezoning and development of land through an update of Master Plans.
- Work with IDI to encourage the development of additional sites specifically for clients.
- Examine the potential for spec building development and assist in the removal of barriers to this development.
- Track, comment and take appropriate action on key economic development issues.

Organizational Development

Purpose Statement

Effectively manage and enhance human, fiscal, organizational and leadership resources in support of the overall mission.

Strategies

- Continue to increase the level of cooperation and information sharing among other local ED organizations
- Play a leadership role in building consensus around a comprehensive economic development strategy for the area
- Effectively engage public and private stakeholders in organizational network
- Maintain fiscal integrity and provision of resources for the organization
- Implement a comprehensive and proactive investor relations and development program.

Key Activities and Projects

- Continue the education and training of community leaders of our mission and program, the benefits, their role and the message. Identify economic development 'champions' in our community.
- Establish/purchase an office in a downtown Grand Junction location that will better meet the needs of the organization, its clients and investors.
- Review and revise the current metrics used by GJEP. Ensure metrics meet the needs of GJEP investors and clients and accurately reflect the work performed and successes achieved by the organization.
- Implement an effective investor relations program and generate new investors.
- Participate in County-wide strategy development.

Performance Measures

- High investor satisfaction levels.
- New pledges of \$75,000 per annum.
- Program implemented within budget.
- Continued support of public sector for program.

Action Plan
FY2006

Exhibit B

GJEP Performance Measures

GJEP will measure its performance and provide reporting to the City of Grand Junction as follows:

Prospect Generation

Report on marketing and prospect generation activities

Specific measurements including:

- Number of qualified prospects generated
- Number of website visitor sessions
- Reach of advertisement placements
- Reach of national editorial placements
- Reach of local editorial placements

Prospect Recruitment

Report on assistance provided to business

Specific measurements including:

- Number of information requests/responses
- Number of leads and prospects
- Number of new jobs created
- New payroll generated
- Average salary of new or retained jobs
- Prospect to location conversion rate
- New capital investment created

Area Competitiveness and Organizational Development

Report on activities and results per the action plan.

_____ GJEP
_____ City

Exhibit C

Attach 14

Public Hearing – Hammer Whitt Annexation and Zoning Located at 29 ½ Road and Ronda Lee Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Annexation and zoning of the Hammer-Whitt Annexation located at 29 ½ Road and Ronda Lee Road						
Meeting Date	January 18, 2006						
Date Prepared	January 12, 2006				File #ANX-2005-107		
Author	Senta L. Costello		Assoc				
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 type="checkbox"/>	Yes	No	Name
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda			Consent	<input checked="" type="checkbox"/> Individual Consideration

Summary: Acceptance of a petition to annex and consider the annexation and zoning for the Hammer-Whitt Annexation. The Hammer-Whitt Annexation is located at 29 ½ Road and Ronda Lee Road, and contains a portion of the Ronda Lee Road, Jon Hall Drive, and 29 ½ Road rights-of-way, and consists of 3 parcels on 6.20 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:		29 ½ Road and Ronda Lee Road			
Applicants:		Owner: Terrence L. Hammer Representative: Thompson-Langford Corp – Doug Thies			
Existing Land Use:		Residential / Abandoned Farmland			
Proposed Land Use:		Residential subdivision			
Surrounding Land Use:	North	Single Family Residential			
	South	Single Family Residential			
	East	Single Family Residential			
	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-R and RSF-1			
	West	City RSF-4 and County RSF-R			
Growth Plan Designation:		Residential Medium Low 2-4 du/ac			
Zoning within density range?		X	Yes		No

Staff Analysis:

ANNEXATION:

This annexation area consists of 6.20 acres of land and is comprised of 3 parcels. The property owners have requested annexation into the City as the result of a desire to subdivide in the County. Under the 1998 Persigo Agreement all subdivisions 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 Hammer-Whitt 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 Low 2-4 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 proposed zone district is consistent with the surrounding neighborhood.

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.

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>	
December 7, 2005	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
December 13, 2005	Planning Commission considers Zone of Annexation
January 4, 2006	Introduction Of A Proposed Ordinance on Zoning by City Council
January 18, 2006	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
February 19, 2006	Effective date of Annexation and Zoning

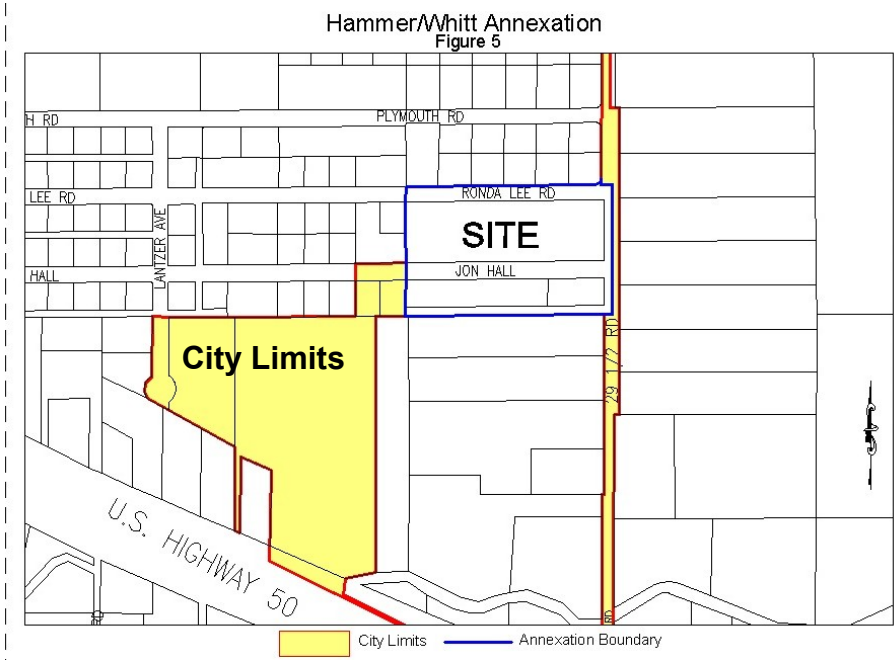
HAMMER-WHITT ANNEXATION SUMMARY

File Number:		ANX-2005-107
Location:		29 ½ Road and Ronda Lee Road
Tax ID Number:		2943-322-00-024; 138; 139
Parcels:		3
Estimated Population:		2
# of Parcels (owner occupied):		1
# of Dwelling Units:		1
Acres land annexed:		6.20 acres
Developable Acres Remaining:		4.2 acres
Right-of-way in Annexation:		65,866 square feet
Previous County Zoning:		RSF-4
Proposed City Zoning:		RSF-4
Current Land Use:		Residential / Abandoned Farmland
Future Land Use:		Residential Subdivision
Values:	Assessed:	= \$32,400
	Actual:	= \$140,770
Address Ranges:		2941-2949 Ronda Lee Road (odd only); 2941-2949 Jon Hall Drive (all)
Special Districts:	Water:	Ute Water
	Sewer:	Orchard Mesa Sanitation
	Fire:	Grand Junction Rural Fire District
	Irrigation:	Orchard Mesa Irrigation District
	School:	Mesa County District #51
	Pest:	N/A

Site Location Map

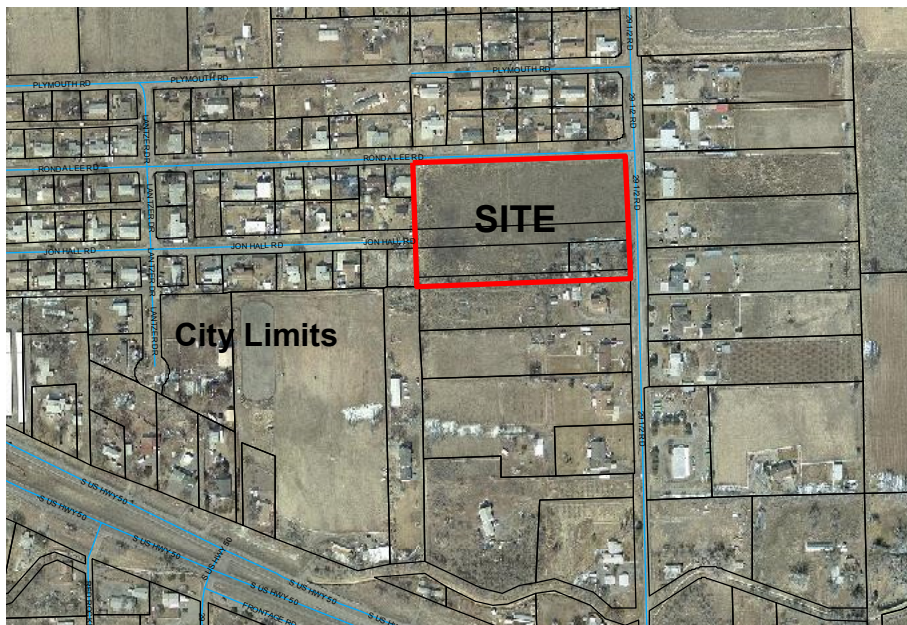
Figure 1

Hammer/Whitt Annexation
Figure 5



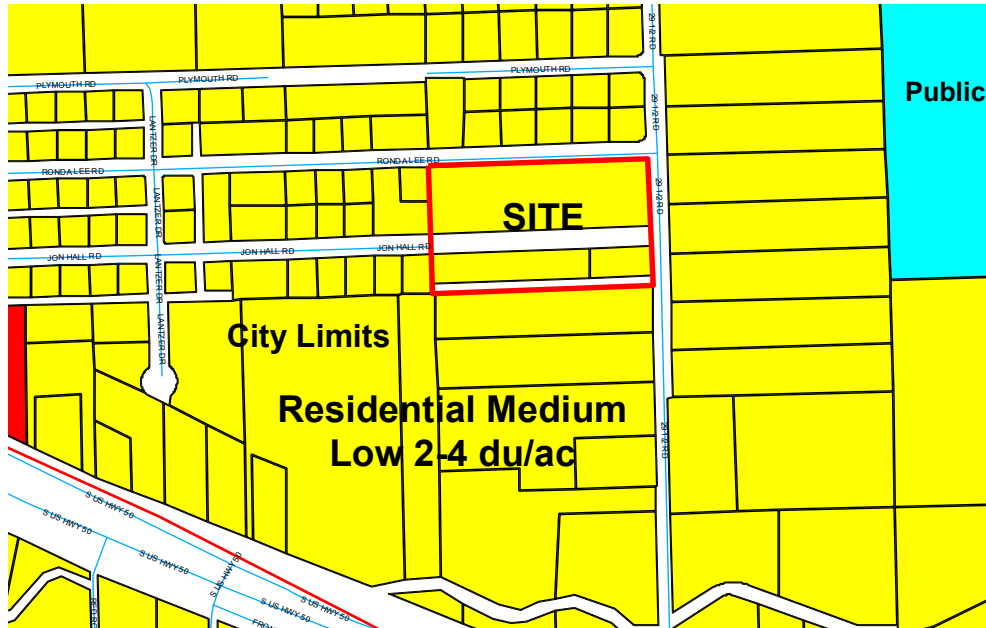
Aerial Photo Map

Figure 2



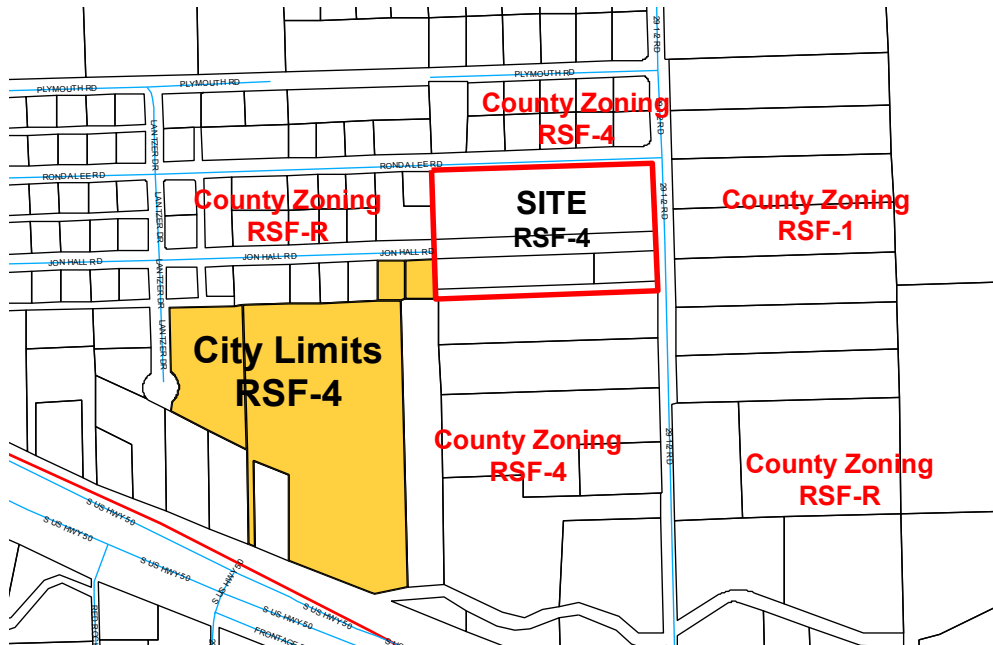
Future Land Use Map

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**

HAMMER-WHITT ANNEXATION

**LOCATED AT 29 ½ ROAD AND RONDA LEE ROAD, AND CONTAINS A PORTION OF
THE RONDA LEE ROAD, JON HALL DRIVE, AND 29 ½ ROAD RIGHTS-OF-WAY**

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 7th day of December, 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:

HAMMER-WHITT ANNEXATION

A parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 32, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado being more particularly described as follows:

Beginning at the Southeast corner of the NE 1/4 NW 1/4 of said Section 32 and assuming the South line of the NE 1/4 NW 1/4 of said Section 32 to bear S89°51'15"W with all bearings contained herein relative thereto; thence from said Point of Beginning S89°51'15"W along the South line of the NE 1/4 NW 1/4 of said Section 32 a distance of 658.00 feet to the East line of Lot 1, Sunset Park recorded in Plat Book 9, Page 93, Mesa County, Colorado records; thence N00°05'03"W along the East line of said Sunset Park a distance of 410.00 feet to the Southeast corner of Lot 20 of said Sunset Park also being a point on the North right of way of Ronda Lee Road; thence N89°51'15"E along the North right of way of said Ronda Lee Road a distance of 613.31 feet; thence 31.38 feet along a 20.00 foot radius curve concave Northwest, having a central angle of 89°53'58" and a chord that bears N44°54'16"E a distance of 28.26 feet to the West right of way of 29 1/2 Road; thence S00°02'43"E a distance of 19.96 feet; thence N89°51'15"E a distance of 25.00 to the East line of the NE 1/4 NW 1/4 of said Section 32; thence S00°02'43"E along the East line of the NE 1/4 NW 1/4 of said Section 32 a distance of 410.00 feet to the Point of Beginning.

Said parcel contains 6.20 acres (269,891 sq. ft.) more or less as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 18th day of January, 2006; 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 _____, 2006.

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**

HAMMER-WHITT ANNEXATION

APPROXIMATELY 6.20 ACRES

**LOCATED AT 29 ½ ROAD AND RONDA LEE ROAD AND A PORTION OF THE
RONDA LEE ROAD, JON HALL DRIVE, AND 29 ½ ROAD RIGHTS-OF-WAY.**

WHEREAS, on the 7th day of December, 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 18th day of January, 2006; 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:

HAMMER-WHITT ANNEXATION

A parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 32, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado being more particularly described as follows:

Beginning at the Southeast corner of the NE 1/4 NW 1/4 of said Section 32 and assuming the South line of the NE 1/4 NW 1/4 of said Section 32 to bear S89°51'15"W with all bearings contained herein relative thereto; thence from said Point of Beginning S89°51'15"W along the South line of the NE 1/4 NW 1/4 of said Section 32 a distance of 658.00 feet to the East line of Lot 1, Sunset Park recorded in Plat Book 9, Page 93,

Mesa County, Colorado records; thence N00°05'03"W along the East line of said Sunset Park a distance of 410.00 feet to the Southeast corner of Lot 20 of said Sunset Park also being a point on the North right of way of Ronda Lee Road; thence N89°51'15"E along the North right of way of said Ronda Lee Road a distance of 613.31 feet; thence 31.38 feet along a 20.00 foot radius curve concave Northwest, having a central angle of 89°53'58" and a chord that bears N44°54'16"E a distance of 28.26 feet to the West right of way of 29 1/2 Road; thence S00°02'43"E a distance of 19.96 feet; thence N89°51'15"E a distance of 25.00 to the East line of the NE 1/4 NW 1/4 of said Section 32; thence S00°02'43"E along the East line of the NE 1/4 NW 1/4 of said Section 32 a distance of 410.00 feet to the Point of Beginning.

Said parcel contains 6.20 acres (269,891 sq. ft.) more or less as described.

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

INTRODUCED on first reading on the 7th day of December, 2005 and ordered published.

ADOPTED on second reading this _____ day of _____, 2006.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE HAMMER-WHITT ANNEXATION TO
RSF-4**

LOCATED AT 29 ½ ROAD AND RONDA LEE 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 Hammer-Whitt 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.

HAMMER-WHITT ANNEXATION

A parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 32, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado being more particularly described as follows:

Beginning at the Southeast corner of the NE 1/4 NW 1/4 of said Section 32 and assuming the South line of the NE 1/4 NW 1/4 of said Section 32 to bear S89°51'15"W with all bearings contained herein relative thereto; thence from said Point of Beginning S89°51'15"W along the South line of the NE 1/4 NW 1/4 of said Section 32 a distance

of 658.00 feet to the East line of Lot 1, Sunset Park recorded in Plat Book 9, Page 93, Mesa County, Colorado records; thence N00°05'03"W along the East line of said Sunset Park a distance of 410.00 feet to the Southeast corner of Lot 20 of said Sunset Park also being a point on the North right of way of Ronda Lee Road; thence N89°51'15"E along the North right of way of said Ronda Lee Road a distance of 613.31 feet; thence 31.38 feet along a 20.00 foot radius curve concave Northwest, having a central angle of 89°53'58" and a chord that bears N44°54'16"E a distance of 28.26 feet to the West right of way of 29 1/2 Road; thence S00°02'43"E a distance of 19.96 feet; thence N89°51'15"E a distance of 25.00 to the East line of the NE 1/4 NW 1/4 of said Section 32; thence S00°02'43"E along the East line of the NE 1/4 NW 1/4 of said Section 32 a distance of 410.00 feet to the Point of Beginning.

Said parcel contains 6.20 acres (269,891 sq. ft.) more or less as described.

Introduced on first reading this 7th day of December, 2005 and ordered published.

Adopted on second reading this _____ day of _____, 2006.

Mayor

ATTEST:

City Clerk

Attach 15

Public Hearing – Ward-Mudge Annexation and Zoning Located at 3113 and 3117 E ½ Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Annexation and zoning of the Ward-Mudge Annexation located at 3113 and 3117 E ½ Road.						
Meeting Date	January 18, 2006						
Date Prepared	January 12, 2006				File #ANX-2005-256		
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 type="checkbox"/>	Yes	No	Name
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda			Consent	<input checked="" type="checkbox"/> Individual Consideration

Summary: Acceptance of a petition to annex and consider the annexation and zoning for the Ward-Mudge Annexation. The Ward-Mudge Annexation is located at 3113 and 3117 E ½ Road and consists of 2 parcels on 3.68 acres. The zoning being requested is C-1.

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:		3113 and 3117 E ½ Road		
Applicants:		Owner: Louis & Brenda Ward, Donald & Betty Mudge; Developer: Liberty Storage USA LLC – Henry Doss; Representative: Vortex Engineering, Inc. – Robert W. Jones II		
Existing Land Use:		Single Family Residential		
Proposed Land Use:		Commercial		
Surrounding Land Use:	North	Park / Central High School		
	South	Bar		
	East	Vacant commercial		
	West	Single family residential and vacant commercial		
Existing Zoning:		County RSF-4		
Proposed Zoning:		City C-1		
Surrounding Zoning:	North	County RSF-4		
	South	County B-2		
	East	City C-1		
	West	County RSF-4		
Growth Plan Designation:		Commercial		
Zoning within intensity range?		X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of 3.68 acres of land and is comprised of 2 parcels. The property owners have requested annexation into the City as the result of needing a rezone in the County to develop the property commercially. 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 Ward-Mudge 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 C-1 district is consistent with the Growth Plan intensity of Commercial. 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 current application is only for the annexation and zoning of the property. Any issues that arise with development of the property will be addressed through the review of the proposal for the property.

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.

- c. R-O
- d. B-1
- e. C-1
- f. C-2

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the C-1 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>	
December 7, 2005	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use

December 13, 2005	Planning Commission considers Zone of Annexation
January 4, 2006	Introduction Of A Proposed Ordinance on Zoning by City Council
January 18, 2006	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
February 19, 2006	Effective date of Annexation and Zoning

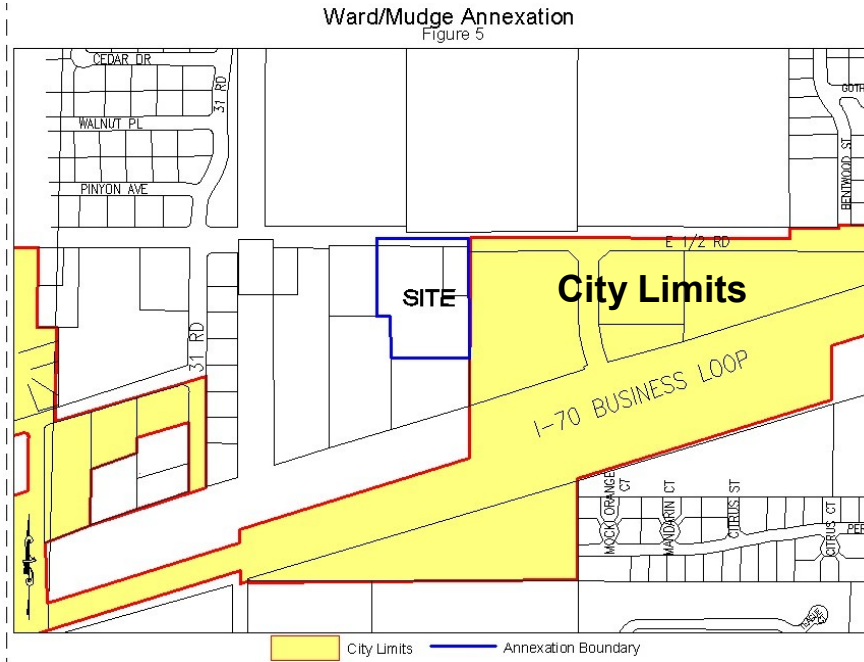
WARD-MUDGE ANNEXATION SUMMARY

File Number:	ANX-2005-256	
Location:	3113 and 3117 E ½ Road	
Tax ID Number:	2943-103-00-134 and 2943-103-00-136	
Parcels:	2	
Estimated Population:	5	
# of Parcels (owner occupied):	2	
# of Dwelling Units:	2	
Acres land annexed:	3.68 acres	
Developable Acres Remaining:	3.386 acres	
Right-of-way in Annexation:	10,988 square feet	
Previous County Zoning:	RSF-4	
Proposed City Zoning:	C-1	
Current Land Use:	Single Family Residential	
Future Land Use:	Single Family Residential	
Values:	Assessed:	= \$15,530
	Actual:	= \$191,420
Address Ranges:	3113 – 3117 E ½ Road (odd only)	
Special Districts:	Water:	Clifton Water
	Sewer:	Central Grand Valley Sanitation
	Fire:	Clifton Fire District
	Irrigation/Drainage :	Grand Valley Irrigation / Grand Jct Drainage
	School:	Mesa Co School District #51
	Pest:	Grand River Mosquito

Site Location Map

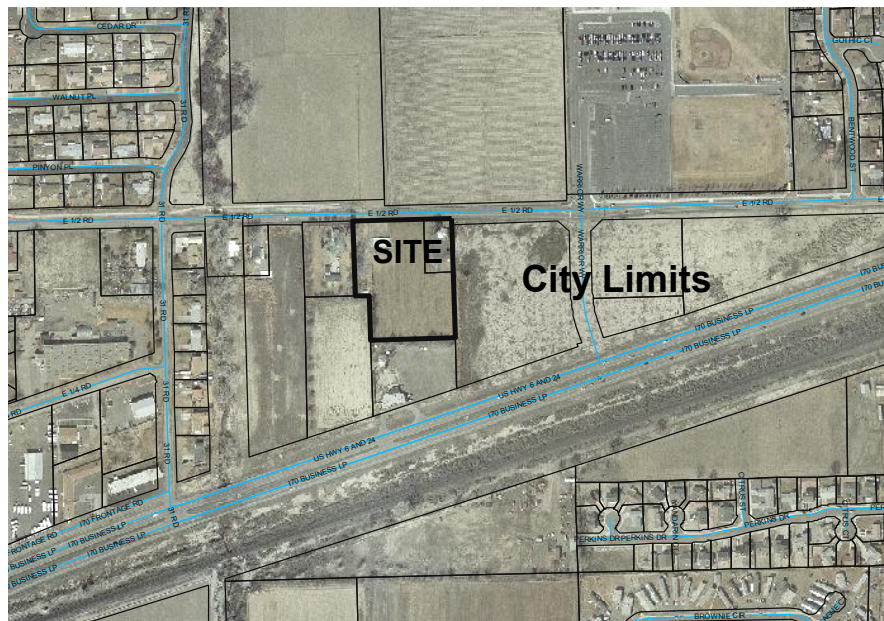
Figure 1

Ward/Mudge Annexation
Figure 5



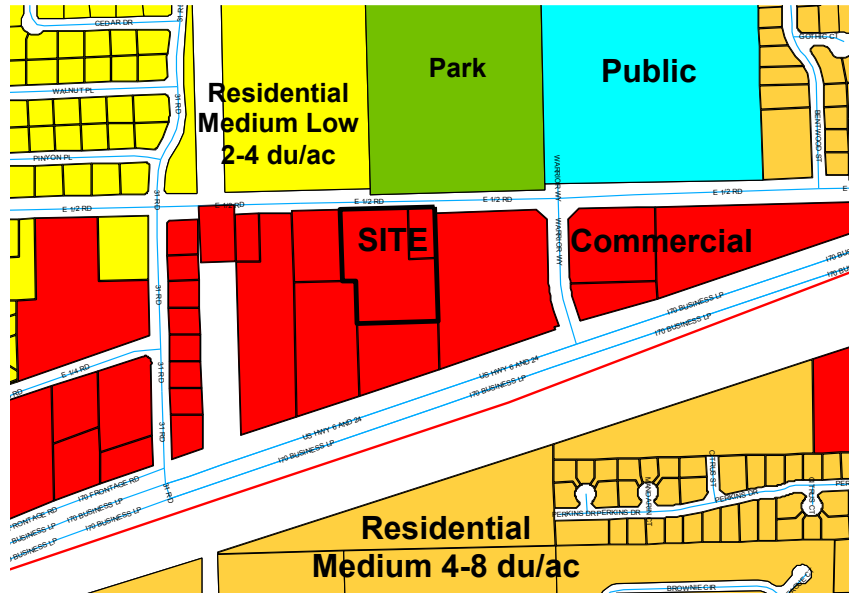
Aerial Photo Map

Figure 2



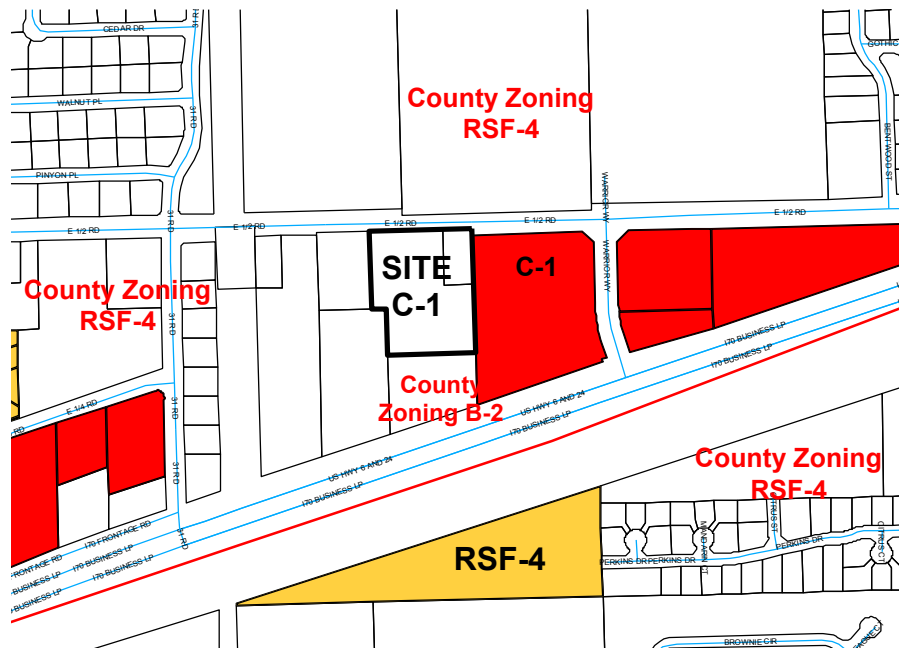
Future Land Use Map

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

FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE

WARD-MUDGE ANNEXATION

**3113 AND 3117 E ½ ROAD INCLUDING A PORTION OF E ½ ROAD
RIGHT-OF-WAY**

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 7th day of December, 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:

WARD-MUDGE ANNEXATION

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

Commencing at the Northwest corner of the NW 1/4 SW 1/4 of said Section 10, and assuming the North line of the NW 1/4 SW 1/4 of said Section 10 to bear N89°59'33"E with all bearings contained herein relative thereto; thence N89°59'33"E along the North line of the NW 1/4 SW 1/4 of said Section 10 a distance of 524.37 feet to the Point of Beginning; thence N89°59'33"E continuing along the North line of the NW 1/4 SW 1/4 of said Section 10, a distance of 366.26 feet to the Northwest corner of the Bretsel Annexation, Ordinance No. 3642, City of Grand Junction; thence S00°00'56"E along the West line of said Bretsel Annexation a distance of 467.08 feet; thence S89°59'28"W a distance of 303.65 feet; thence N00°01'47"W a distance of 169.85 feet; thence S89°59'28"W a distance of 62.49 feet; thence N00°01'47"W a distance of 297.24 feet to the Point of Beginning.

Said parcel contains 3.68 acres (160,432 square feet), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 18th day of January, 2006 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 _____, 2006.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

CITY OF GRAND JUNCTION, COLORADO

WARD-MUDGE ANNEXATION

APPROXIMATELY 3.68 ACRES

**LOCATED AT 3113 AND 3117 E ½ ROAD AND A PORTION OF THE E ½ ROAD
RIGHT-OF-WAY**

WHEREAS, on the 7th day of December, 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 18th day of January, 2006; 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:

WARD-MUDGE ANNEXATION

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

Commencing at the Northwest corner of the NW 1/4 SW 1/4 of said Section 10, and assuming the North line of the NW 1/4 SW 1/4 of said Section 10 to bear N89°59'33"E with all bearings contained herein relative thereto; thence N89°59'33"E along the North line of the NW 1/4 SW 1/4 of said Section 10 a distance of 524.37 feet to the Point of Beginning; thence N89°59'33"E continuing along the North line of the NW 1/4 SW 1/4

of said Section 10, a distance of 366.26 feet to the Northwest corner of the Bretsel Annexation, Ordinance No. 3642, City of Grand Junction; thence S00°00'56"E along the West line of said Bretsel Annexation a distance of 467.08 feet; thence S89°59'28"W a distance of 303.65 feet; thence N00°01'47"W a distance of 169.85 feet; thence S89°59'28"W a distance of 62.49 feet; thence N00°01'47"W a distance of 297.24 feet to the Point of Beginning.

Said parcel contains 3.68 acres (160,432 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 7th day of December, 2005 and ordered published.

ADOPTED on second reading this _____ day of _____, 2006.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE WARD-MUDGE ANNEXATION TO
C-1**

LOCATED AT 3113 AND 3117 E 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 Ward-Mudge Annexation to the C-1 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 C-1 zone district be established.

The Planning Commission and City Council find that the C-1 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 C-1.

WARD-MUDGE ANNEXATION

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

Commencing at the Northwest corner of the NW 1/4 SW 1/4 of said Section 10, and assuming the North line of the NW 1/4 SW 1/4 of said Section 10 to bear N89°59'33"E with all bearings contained herein relative thereto; thence N89°59'33"E along the North line of the NW 1/4 SW 1/4 of said Section 10 a distance of 524.37 feet to the Point of

Beginning; thence N89°59'33"E continuing along the North line of the NW 1/4 SW 1/4 of said Section 10, a distance of 366.26 feet to the Northwest corner of the Bretsel Annexation, Ordinance No. 3642, City of Grand Junction; thence S00°00'56"E along the West line of said Bretsel Annexation a distance of 467.08 feet; thence S89°59'28"W a distance of 303.65 feet; thence N00°01'47"W a distance of 169.85 feet; thence S89°59'28"W a distance of 62.49 feet; thence N00°01'47"W a distance of 297.24 feet to the Point of Beginning.

Said parcel contains 3.68 acres (160,432 square feet), more or less, as described.

Adopted on second reading this _____ day of _____, 2006.

Mayor

ATTEST:

City Clerk

Attach 16

Vacate the ROW and Vacate 10' Utility Easement, Located at the Corner of G Road and 23 Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject	Vacating of Right-of-Way and Utility Easements in the Midwest Commercial Subdivision Located at G and 23 Roads							
Meeting Date	January 18, 2006							
Date Prepared	January 12, 2006				File #VR-2005-243			
Author	Lisa E. Cox, AICP			Senior Planner				
Presenter Name	As above			As above				
Report results back to Council	X	No		Yes	When			
Citizen Presentation		Yes	X	No	Name			
	Workshop	X	Formal Agenda			Consent	X	Individual Consideration

Summary: A Request to vacate right-of-way and utilities easements in the Midwest Commercial Subdivision on the southwest corner of G Road and 23 Road. The applicant would like to develop this and another parcel. The City will retain a 15' utility easement.

Budget: N/A

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

Background Information: Introduction of a proposed vacation ordinance to vacate: 1) the right-of-way dedicated on the Midwest Commercial Subdivision plat for 22 ¾ Road while retaining a 15' utility easement along the south edge of the right-of-way line for G Road; and 2) the ten foot (10') utility easements lying on either side of the 22 ¾ Road as the easements were dedicated on the Midwest Commercial Subdivision plat as it was recorded in Book 13 and Page 48 of the Mesa County Clerk and Recorder's records. The right-of-way and utility easements being located at the southwest corner of G Road and 23 Road. See attached Staff report/Background information for additional 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

BACKGROUND INFORMATION					
Location:		Southwest corner of G Road and 23 Road			
Applicants:		Jack S. Terhar, Sr., General Partner for Prime Investments, Ltd.			
Existing Land Use:		Vacant			
Proposed Land Use:		Industrial/Commercial			
Surrounding Land Use:	North	Industrial			
	South	Industrial			
	East	Industrial			
	West	Commercial			
Existing Zoning:		I-2			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	I-2			
	South	I-2 and CSR			
	East	I-1			
	West	C-2			
Growth Plan Designation:		Commercial/Industrial			
Zoning within density range?		X	Yes		No

ANALYSIS:

1. Background

The applicant would like to develop property located south of G Road and west of 23 Road. There are essentially two “parcels” involved in the applicant’s request: one area that was previously platted as the Midwest Commercial Subdivision, and Lot 1 of the Orchard Grove Subdivision.

The subject property was annexed into the City as part of two separate annexation actions. The northern most parcel (known as the Midwest Commercial Subdivision) was annexed on February 9, 1992, as a part of the Grand Junction West Annexation,

and the southern most parcel (known as Lot 1 of the Orchard Grove Subdivision) was annexed on March 19, 1995, as a part of the Northwest Enclave Annexation.

The applicant would like to develop both parcels but was advised by the City that, for a variety of reasons, the City does not recognize the Midwest Commercial Subdivision ("Midwest") plat. It should be noted that none of the improvements shown on the Midwest plat have been constructed or developed. In addition, the Midwest plat currently shows many lots which do not meet the minimum lot size for the I-2 zone district. Access for individual lots would not be permitted on G and 23 Roads, and access to Hwy. 6/50 will not be permitted by CDOT or the City. For these reasons, the applicant has requested that right-of-way dedicated on the Midwest Commercial Subdivision plat for 22 ¾ Road and the ten foot (10') utility easements on either side of 22 ¾ Road, as dedicated on the Midwest Commercial Subdivision plat, be vacated with the intent to replat the Midwest property with Lot 1 of the Orchard Grove Subdivision, and to subsequently rezone the two new resulting lots. When the property has been replatted, new multipurpose and utility easements will be dedicated to the public.

Upon review of the applicant's request to vacate the right-of-way and utility easements, the Planning Commission made a recommendation of approval, subject to the recordation of the future subdivision final plat of the Midwest Commercial property and Lot 1 of the Orchard Grove Subdivision.

2. Consistency with the Growth Plan

The request to vacate the 22 ¾ Road right-of-way and ten foot (10') utility easements is consistent with the goals and policies of the Growth Plan and Grand Valley Circulation Plan. Additional right-of-way, utility and multipurpose easements will be dedicated to the public with the recordation of the future subdivision final plat of the Midwest Commercial property and Lot 1 of the Orchard Grove Subdivision.

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 right-of-way dedicated on the Midwest Commercial Subdivision plat for 22 ¾ Road while retaining a fifteen foot (15') utility easement along the south edge of the right-of-way line for G Road and to vacate the ten foot (10') utility easements on either side of 22 ¾ Road, as dedicated on the Midwest Commercial Subdivision plat, conforms to City requirements, plans and policies including the Grand Valley Circulation Plan and would be consistent with the goals and policies of the Growth 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. Access to the subject property will improve through the site design process with future development.*
- 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 will be managed in accordance with City plans and policies through the site design process at the time of development. Negative impacts to the subject property are not anticipated as a result of the applicant's request to vacate the right-of-way and easements.*
- 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. The City will receive additional right-of-way, utility easement and multipurpose easements on the approved new plat when it is recorded.*
- 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 new development and/or adjacent properties.*
- 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 with the ability to restrict access to Hwy 6/50, and G and 23 Roads by individual lots.*

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Midwest Commercial Park application, VR-2005-243, the Planning Commission made the following findings of fact and conclusions:

1. The request to vacate the right-of-way dedicated on the Midwest Commercial Subdivision plat for 22 ³/₄ Road while retaining a 15' utility easement along the south edge of the right-of-way line for G Road and vacating the ten foot (10') utility easements lying on either side of the 22 ³/₄ Road as the easements were dedicated on the Midwest Commercial Subdivision plat as it was

- recorded in Book 13 and Page 48 of the Mesa County Clerk and Recorder's records, is consistent with the goals and policies of the Growth Plan.
2. The review criteria in Section 2.11.C of the Zoning and Development Code have been satisfied.
 3. The request to: 1) Vacate the right-of-way dedicated on the Midwest Commercial Subdivision plat for 22 $\frac{3}{4}$ Road while retaining a 15' utility easement along the south edge of the right-of-way line for G Road; and 2) Vacate the ten foot (10') utility easements lying on either side of the 22 $\frac{3}{4}$ Road as the easements were dedicated on the Midwest Commercial Subdivision plat as it was recorded in Book 13 and Page 48 of the Mesa County Clerk and Recorder's records, are conditioned upon the recording of a subdivision plat approved by the City and meeting all legal requirements that designates the two (2) areas as two (2) separate and distinct lots less any land dedicated to the City of Grand Junction for right-of-way purposes for the public.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission made a recommendation of approval of the request to vacate the right-of-way dedicated on the Midwest Commercial Subdivision plat for 22 $\frac{3}{4}$ Road while retaining a 15' utility easement along the south edge of the right-of-way line for G Road and vacating the ten foot (10') utility easements lying on either side of the 22 $\frac{3}{4}$ Road as the easements were dedicated on the Midwest Commercial Subdivision plat as it was recorded in Book 13 and Page 48 of the Mesa County Clerk and Recorder's records, VR-2005-243, conditioned upon the recording of a subdivision plat approved by the City and meeting all legal requirements that designates the two (2) areas as two (2) separate and distinct lots less any land dedicated to the City of Grand Junction for right-of-way purposes for the public.

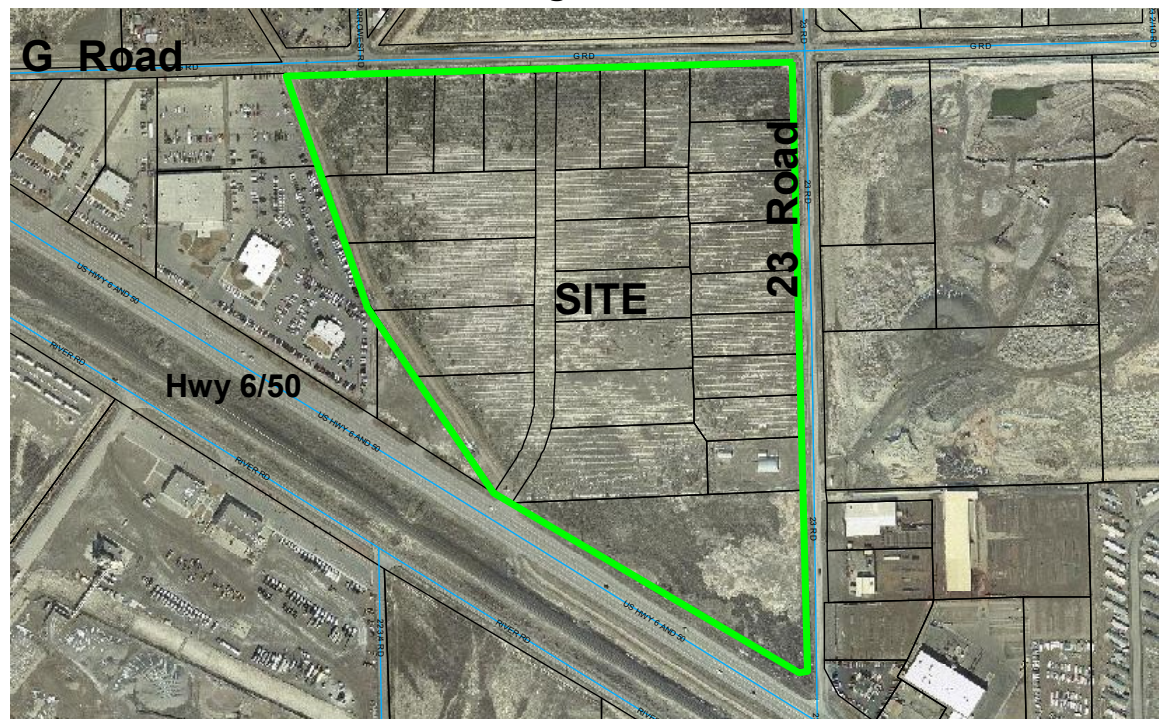
Site Location Map

Figure 1



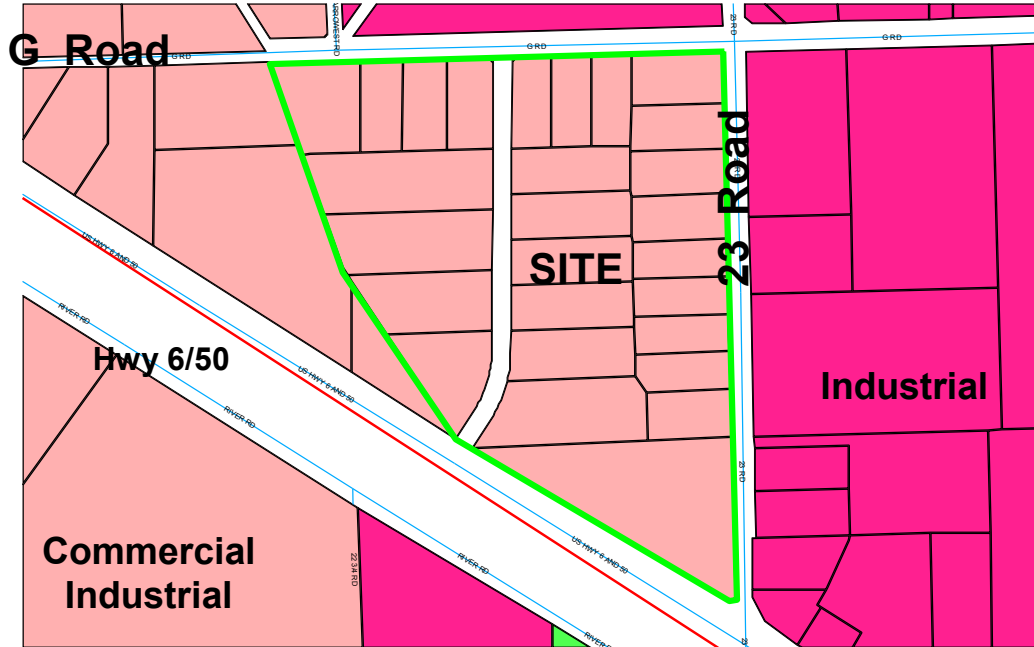
Aerial Photo Map

Figure 2



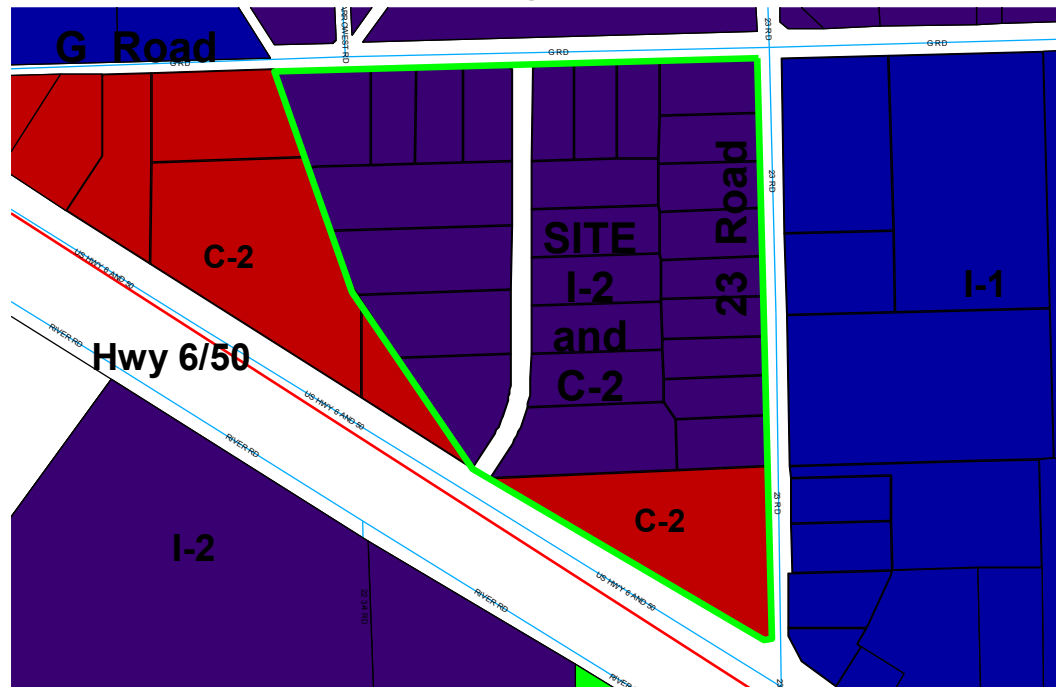
Future Land Use Map

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 THE RIGHT-OF-WAY DEDICATED ON THE MIDWEST COMMERCIAL SUBDIVISION PLAT FOR 22 ¾ ROAD WHILE RETAINING A 15' UTILITY EASEMENT ALONG THE SOUTH EDGE OF THE RIGHT-OF-WAY LINE FOR G ROAD, AND VACATING THE TEN FOOT (10') UTILITY EASEMENTS LYING ON EITHER SIDE OF THE 22 ¾ ROAD AS THE EASEMENTS WERE DEDICATED ON THE MIDWEST COMMERCIAL SUBDIVISION PLAT AS IT WAS RECORDED IN BOOK 13 AND PAGE 48 OF THE MESA COUNTY CLERK AND RECORDER'S RECORDS

LOCATED AT THE SOUTHWEST CORNER OF G ROAD AND 23 ROAD

RECITALS:

A request to vacate the right-of-way dedicated on the Midwest Commercial Subdivision plat for 22 ¾ Road while retaining a 15' utility easement along the south edge of the right-of-way line for G Road and vacating the ten foot (10') utility easements lying on either side of the 22 ¾ Road as the easements were dedicated on the Midwest Commercial Subdivision plat as it was recorded in Book 13 and Page 48 of the Mesa County Clerk and Recorder's records, has been submitted by the following applicant: Prime Investments, Ltd., with Jack A. Terhar, Sr. as General Partner for Prime Investments, Ltd.

The City Council finds that the request to vacate the right-of-way dedicated on the Midwest Commercial Subdivision plat for 22 ¾ Road while retaining a 15' utility easement along the south edge of the right-of-way line for G Road and vacating the ten foot (10') utility easements lying on either side of the 22 ¾ Road as the easements were dedicated on the Midwest Commercial Subdivision plat as it was recorded in Book 13 and Page 48 of the Mesa County Clerk and Recorder's records, 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, subject to the recording of the final plat of the Taurus Subdivision.

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

The following described are hereby vacated subject to these listed conditions:

1. Applicants shall pay all recording/documentation fees for the Vacation Ordinance, and/or any other required easement or dedication documents.
2. The vacation ordinance shall be recorded and effective concurrent with the recordation of a subdivision plat approved by the City and meeting all legal requirements that designates the two (2) areas as two (2) separate and distinct lots less any land dedicated to the City of Grand Junction for right-of-way purposes for the public.

Right-of-way and utility easements to be vacated:

The right-of-way and utility easements are shown on the attached "Road Vacation Exhibit" and are included as part of this vacation description and are described as followed:

That portion of 22 ³/₄ Road lying in the Northeast ¹/₄ Northeast ¹/₄ of Section 6, Township 1 South, Range 1 West, Ute Meridian, as shown on the Midwest Commercial Subdivision recorded May 12th, 1982 in Plat Book 13, Page 48 of the Public Records of Mesa County, Colorado and being more particularly described as follows:

All of that 60.00-foot wide platted right of way for 22 ³/₄ Road as depicted on said Midwest Commercial Subdivision, lying North of U.S. Highway 6&50 right of way and South right of way of G Road, along with the 10 foot Utility Easement on the East and West of said 22 ³/₄ Road.

Reserving and retaining that certain 15 foot Utility Easement lying adjacent to the North line of said plat of Midwest Commercial Subdivision over that portion of 22 ³/₄ Road being vacated hereon. Containing 78344.6 square feet or 1.80 acres as described.

Introduced for first reading on January 4, 2006.

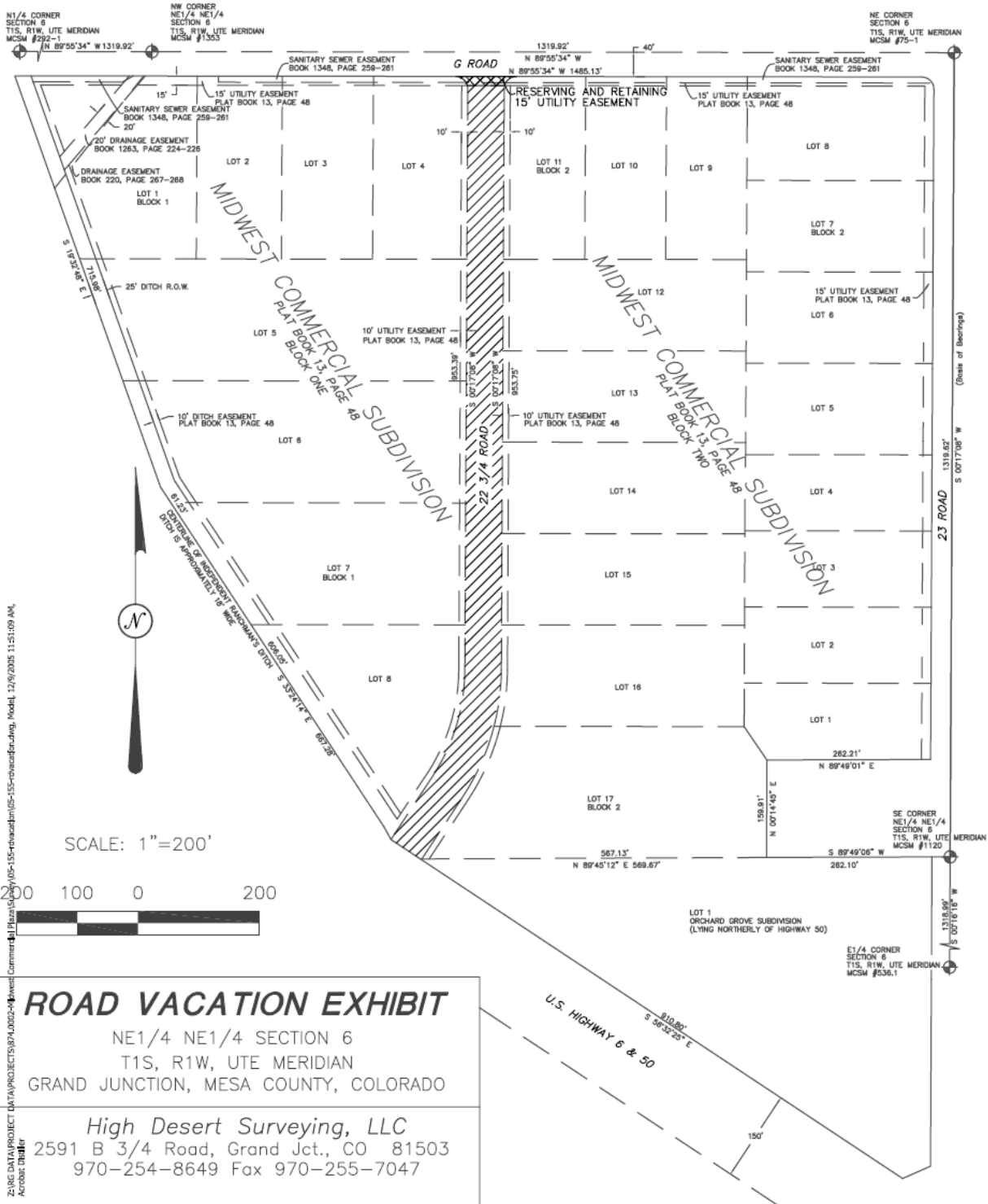
PASSED and ADOPTED this _____ day of _____, 2006.

ATTEST:

President of City Council

City Clerk

ROAD VACATION EXHIBIT



Attach 17

Public Hearing – Rezoning Two Lots in the Taurus Subdivision to I-1 and C-2, Located at the Southwest Corner of G Road and 23 Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject	Rezoning two lots in the Taurus Subdivision to I-1 and C-2, located at the southwest corner of G Road and 23 Road							
Meeting Date	January 18, 2006							
Date Prepared	January 12, 2006				File #VR-2005-243			
Author	Lisa E. Cox, AICP			Senior Planner				
Presenter Name	As above			As above				
Report results back to Council	X	No		Yes	When			
Citizen Presentation		Yes	X	No	Name			
	Workshop	X	Formal Agenda			Consent	X	Individual Consideration

Summary: Hold a public hearing and consider final passage of the proposed rezone ordinance to rezone two lots in the Taurus Subdivision I-1 and C-2 located at the southwest corner of G Road and 23 Road.

Budget: N/A

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

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. Rezone Ordinance
7. Taurus Subdivision

BACKGROUND INFORMATION					
Location:		Southwest corner of G Road and 23 Road			
Applicants:		Jack S. Terhar, Sr., General Partner for Prime Investments, Ltd.			
Existing Land Use:		Vacant			
Proposed Land Use:		Industrial/Commercial			
Surrounding Land Use:	North	Industrial			
	South	Industrial			
	East	Industrial			
	West	Commercial			
Existing Zoning:		I-2			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	I-2			
	South	I-2 and CSR			
	East	I-1			
	West	C-2			
Growth Plan Designation:		Commercial/Industrial			
Zoning within density range?		X	Yes		No

ANALYSIS:

1. Background

The subject property was annexed into the City as part of two separate annexation actions. The southern most parcel (known as Lot 1 of the Orchard Grove Subdivision) was annexed on March 19, 1995, as a part of the Northwest Enclave Annexation and the northern most parcel (known as the Midwest Commercial Subdivision) was annexed on February 9, 1992, as a part of the Grand Junction West Annexation. The northern most parcel (aka: Midwest Commercial) is currently zoned I-2, General Industrial. The southern most parcel (aka: Lot 1, Orchard Grove Subdivision) is currently zoned C-2, General Commercial.

The applicant has proposed a replat of the Midwest property and Lot 1 of the Orchard Grove Subdivision to be known as the Taurus Subdivision. In preparation for the future development of the subject property, the applicant would like to increase the area that is zoned C-2 along Hwy. 6/50 and has therefore requested to rezone the area that is intended to be platted as Lot 2 of the Taurus Subdivision to C-2 (see attached maps and plat). Additionally, the current I-2 zoning of the Midwest property is not consistent with the Commercial/Industrial Growth Plan land use classification. The applicant has requested to rezone the area proposed as Lot 1 of the Taurus Subdivision to I-1, a zone district that implements the Commercial/Industrial land use classification and which would be consistent with the Growth Plan.

(Point of clarification: Lot 1 of the Orchard Grove Subdivision is presently zoned C-2. The zone for this land area will not be changing. However, for simplifying the descriptions for the rezone and for understanding of the total land area to be replatted, Lot 1 of the Orchard Grove Subdivision has been included in the request for the rezone and the legal descriptions for the same.)

Upon review of the applicant's request to rezone the two new lots of the Taurus Subdivision, the Planning Commission made a recommendation of approval, subject to the recordation of the Taurus Subdivision final plat.

2. Consistency with the Growth Plan

As noted earlier in this report, the current I-2 zoning of the Midwest Commercial Subdivision is not consistent with the Commercial/Industrial land use classification. The Planning Commission recommended approval of the request to rezone the property described as Lot 1 of the Taurus Subdivision to I-1 (Light Industrial), which is consistent with the Growth Plan. The C-2 zone district implements the Commercial/Industrial land use classification and is consistent with the Growth Plan. The Planning Commission also recommended approval of the request to rezone the property described as Lot 2 of the Taurus Subdivision to C-2 (General Commercial).

3. Section 2.6.A of the Zoning and Development Code

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

1. The existing zoning was in error at the time of adoption. *The current I-2 zoning does not implement the Commercial/Industrial land use classification.*
2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transition, etc. *The primary change in the*

neighborhood has been the designation of the Commercial/Industrial land use classification. This land use designation is implemented by the C-2, I-O and I-1 zone districts. Development is expected to be consistent with these zone districts which has been determined by City Council to be appropriate for the area.

3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances. *The proposed rezone to I-1 and C-2 is within the allowable density/intensity range recommended by the Growth Plan. This criterion must be considered in conjunction with criterion 5 which requires that public facilities and services are available when the impacts of any proposed development are realized. Staff has determined that public infrastructure can address the impacts of any development consistent with the I-1 and C-2 zone districts, therefore this criterion is met.*
4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code and other City regulations and guidelines. *The request to rezone to I-1 and C-2 are consistent with the goals and policies of the Growth Plan and other City plans and policies such as the Grand Valley Circulation Plan.*
5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development. *Adequate public facilities are currently available and can address the impacts of development consistent with the I-1 and C-2 zone districts.*
6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs. *There is an apparent need for additional land zoned I-1 and C-2 as demonstrated by City Council's action to designate the subject property as Commercial/Industrial.*
7. The community or neighborhood will benefit from the proposed zone. *The community will benefit from the request to vacate and rezone through improved traffic access management and circulation, in addition to more suitable development that is consistent with the I-1 and C-2 zone districts.*

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Midwest Commercial Park application, VR-2005-243, the Planning Commission made the following findings of fact and conclusions:

4. The request to rezone Lot 1 of the Taurus Subdivision to I-1 (Light Industrial) and Lot 2 of the Taurus Subdivision to C-2 (General Commercial) is consistent with the goals and policies of the Growth Plan.
5. The review criteria in Section 2.6.A of the Zoning and Development Code have been satisfied.
6. The request to rezone Lot 1 of the Taurus Subdivision to I-1 (Light Industrial) and Lot 2 of the Taurus Subdivision to C-2 (General Commercial) is conditioned upon the recording of a subdivision plat approved by the City and meeting all legal requirements that designates the two (2) areas as two (2) separate and distinct lots less any land dedicated to the City of Grand Junction for right-of-way purposes for the public.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission made a recommendation of approval to the City Council of the request to rezone Lot 1 of the Taurus Subdivision to I-1 (Light Industrial) and Lot 2 of the Taurus Subdivision to C-2 (General Commercial), VR-2005-243, with the findings and conclusions listed above, conditioned upon the recording of a subdivision plat approved by the City and meeting all legal requirements that designates the two (2) areas as two (2) separate and distinct lots less any land dedicated to the City of Grand Junction for right-of-way purposes for the public.

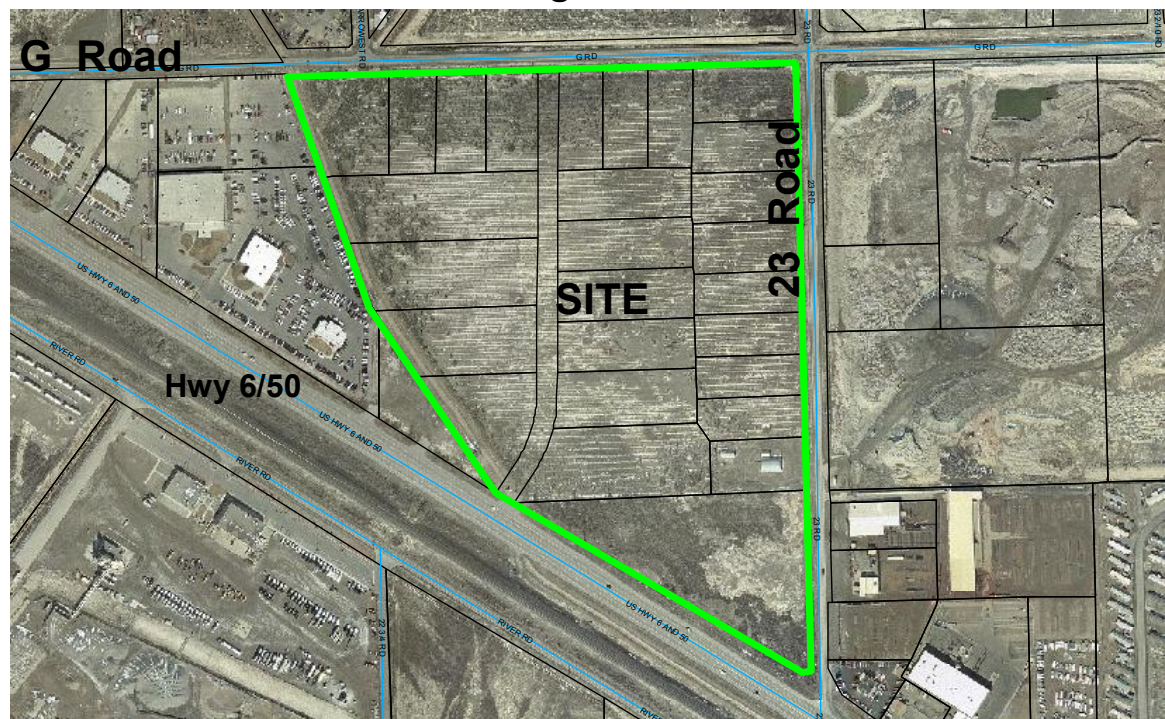
Site Location Map

Figure 1



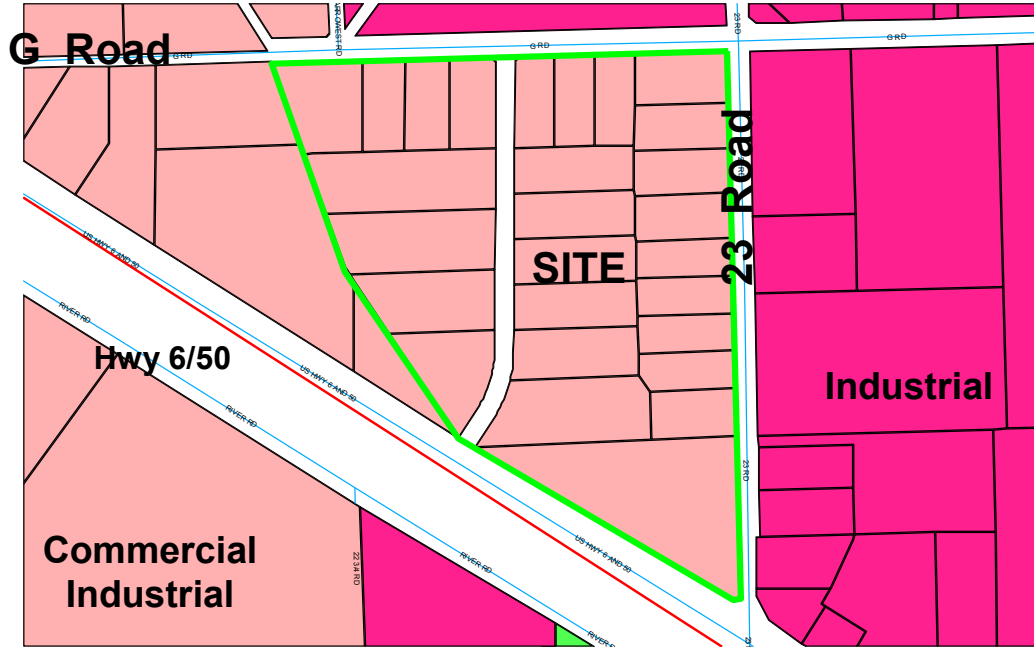
Aerial Photo Map

Figure 2



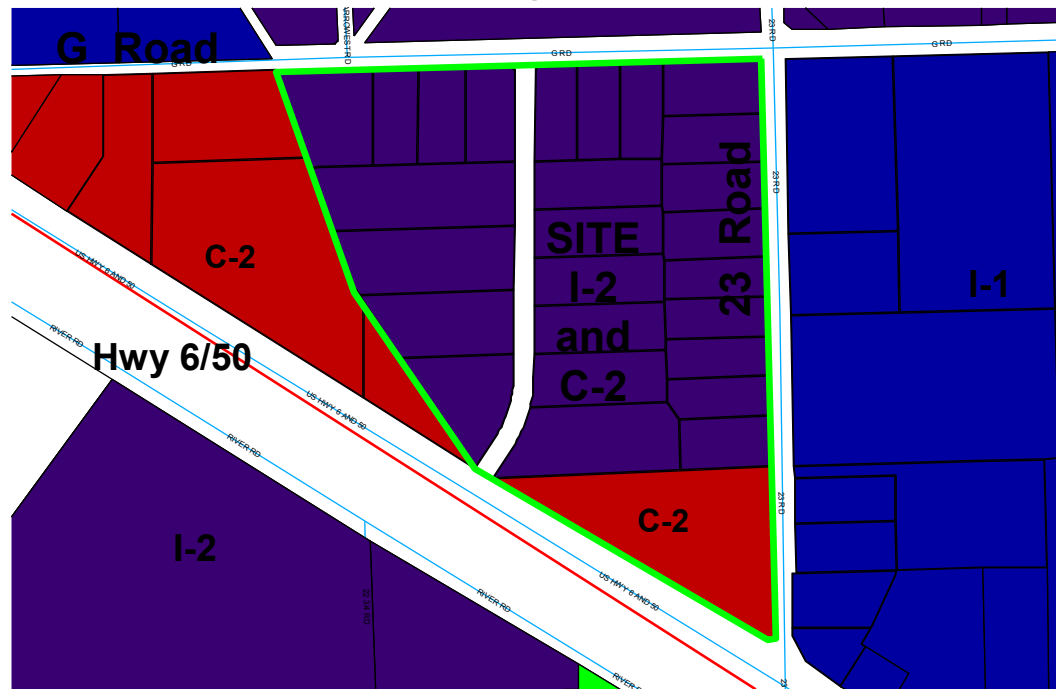
Future Land Use Map

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 REZONING TWO PARCELS
IN THE TAURUS SUBDIVISION
FROM I-2 TO I-1 AND C-2**

LOCATED AT THE SOUTHWEST CORNER OF G ROAD AND 23 ROAD

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of rezoning the two parcels of the Taurus Subdivision from I-2 (General Industrial) and C-2 (General Commercial) to the I-1 (Light Industrial) and C-2 (General Commercial) zone districts for the following reasons:

The zone districts implement the Commercial/Industrial land use classification as shown on the Future Land Use map of the Growth Plan, and are consistent with the Growth Plan's goals and policies, and/or are generally compatible with appropriate land uses located in the surrounding area. The request to rezone meets the criteria found in Section 2.6.A of the Zoning and Development Code.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the I-1 and C-2 zone districts be established, subject to the recordation of the Taurus Subdivision final plat.

The Planning Commission and City Council find that the I-1 and C-2 zoning is in conformance with the stated criteria of Section 2.6.A of the Grand Junction Zoning and Development Code.

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

The following property shall be rezoned I-1 and C-2 subject to the recordation of the Taurus Subdivision final plat:

Lot 1 of the Taurus Subdivision to be rezoned I-1 (Light Industrial):

Commencing at the Northeast corner of Section 6, Township 1 South, Range 1 West of the Ute Meridian, whence the Northwest corner of the Northeast Quarter Northeast

Quarter of said Section 6 bears N89°55'34"W a distance of 1319.92 feet with all bearings contained herein relative thereto; thence S53°08'47"W 66.58 feet to a point on the South right of way of G Road and the Point of Beginning; thence N89°55'34"W 1492.13 feet along said right of way to a point on the centerline of the Independent Ranchman's Ditch; thence along said center the next two courses, S19°32'48"E 715.98 feet; thence S33°24'14"E 61.23 feet; thence leaving said centerline S89°42'52"E 1235.30 feet to a point on the West right of way of 23 Road; thence N00°17'08"E 709.98 feet along said right of way; thence along a curve to the left having a radius of 20.00 feet, a chord bearing of N44°49'13"W a distance of 28.34 feet to the Point of beginning. Less however, any lands for future right of way purposes as required by the City of Grand Junction. Containing 23.06 acres as described.

Lot 2 of the Taurus Subdivision to be rezoned C-2 (General Commercial):

Commencing at the Northeast corner of Section 6, Township 1 South, Range 1 West of the Ute Meridian, whence the Northwest corner of the Northeast Quarter Northeast Quarter of said Section 6 bears N89°55'34"W a distance of 1319.92 feet with all bearings contained herein relative thereto; thence S53°08'47"W 66.58 feet to a point on the South right of way of G Road and the Point of Beginning; thence along a curve to the right having a radius of 20.00 feet, a chord bearing of S44°49'13"E a distance of 28.34 feet to a point on West right of way of 23 Road; thence S00°17'08"W 709.98 feet along said right of way to the Point of Beginning; thence leaving said right of way N89°42'52"W 1235.30 feet to a point on the centerline of the Independent Ranchman's Ditch; thence S33°24'58"E 606.04 feet; thence along a non tangent curve to the right with a radius of 160.17 feet with a chord bearing of S29°02'50"E with a chord distance of 24.41 feet to a point on the North right of way of U.S. Highway 6 & 50; thence leaving said centerline S56°28'50"E 98.07 feet along said right of way; thence continuing, S56°32'25"E 910.80 feet along said right of way; thence N66°18'52"E 50.15 feet to a point on the West right of way 23 Road; thence N00°16'16"E 507.53 feet along said right of way; thence leaving said right of way S89°49'06"W 272.10 feet; thence N00°14'45"E 159.91 feet; thence N89°49'01"E 269.21 feet to a point on the West right of way line of 23 Road; thence N00°17'08"E 389.80 feet along said right of way to the Point of Beginning. Less however, any lands for future right of way purposes as required by the City of Grand Junction. Containing 17.72 acres as described.

Allowable uses, density and bulk standards shall be for the I-1 and C-2 zone districts.

Introduced on first reading on January 4, 2006 and ordered published.

Adopted on second reading this _____ day of _____, 2006.

Mayor

ATTEST:

City Clerk