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

WEDNESDAY, DECEMBER 20, 2006, 7:00 P.M.

Call to Order

Pledge of Allegiance
Invocation – David Eisner, Congregation Ohr Shalom

Appointments

To the Visitor and Convention Bureau Board of Directors

To the Public Finance Corporation

Certificate of Appointment

To the Parks and Recreation Advisory Board

Citizen Comments

***** CONSENT CALENDAR ***®**

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

Action: Approve the Minutes of the November 30, 2006 Special Session, the December 1, 2006 Special Session, the Summary of the December 4, 2006 Workshop, and the Minutes of the December 6, 2006 Regular Meeting

2. **Acquisition of City Owned Right-of-Way in Whitewater** [Attach 2](#)

*** Indicates New Item

® Requires Roll Call Vote

TKAR Properties, LLC ("TKAR") has applied to Mesa County for a Concept Plan pending for a development to be known as Gunnison Ranch. The project is located in the Whitewater area. As part of the Concept Plan approval TKAR must show proof that access is available over the City owned property adjacent to or near the development. As was previously discussed with City Council at its January 16, 2006 work session, TKAR is interested in obtaining street access to the development across City owned property.

Resolution No. 160-06 – A Resolution Approving Designation of City Owned Land in Whitewater as Right-of-Way

®Action: *Adopt Resolution No. 160-06*

Staff presentation: John Shaver, City Attorney

3. **Purchase of Property Located at 549 Noland Avenue** [Attach 3](#)

City staff has been negotiating with Dave Murphy for the sale of his property located at 549 Noland Avenue. (The purpose of this acquisition is to continue the revitalization efforts of the south downtown area.) The parties have reached a tentative agreement and a contract has been prepared for the City Manager to sign.

Action: *Authorize the City Manager to Sign the Contract to Purchase 549 Noland Avenue*

Staff presentation: John Shaver, City Attorney

4. **Conduct of the Regular Municipal Election on April 3, 2007** [Attach 4](#)

The City has adopted the Municipal Election Code. In order to conduct the election by mail ballot, the Council must authorize it pursuant to 1-7.5-104 C.R.S. and the City Clerk must submit a Written Plan outlining the details and responsibilities to the Secretary of State. It is recommended that the City again contract with Mesa County to conduct this election by mail ballot. They have the equipment on site and are able to prepare, mail out and process the ballots more efficiently than the City.

Resolution No. 161-06 – A Resolution Authorizing a Mail Ballot Election in the City of Grand Junction Regular Municipal Election on April 3, 2007, Authorizing the City Clerk to Sign the Intergovernmental Agreement with Mesa County Clerk and Recorder and Approving the Written Plan for the Conduct of a Mail Ballot Election

®Action: *Adopt Resolution No. 161-06*

Staff presentation: Stephanie Tuin, City Clerk

5. **Conduct of the DDA TIF Bond Election on April 3, 2007** [Attach 5](#)

In order for additional bonds to be issued under Tax Increment Financing (TIF), a question must be presented to the qualified electors of the DDA for approval. The City Council has the option of conducting the DDA TIF election by mail ballot in-house, apart from the regular spring election.

Resolution No. 162-06 – A Resolution Authorizing a Mail Ballot Election in the Grand Junction Downtown Development Authority for the April 3, 2007 Special Election, Authorizing the City Clerk to Sign the Intergovernmental Agreement with Mesa County Clerk and Recorder and Approving the Written Plan for the Conduct of a Mail Ballot Election

®Action: *Adopt Resolution No. 162-06*

Staff presentation: Stephanie Tuin, City Clerk

6. **Annual Hazardous Materials Agreement with Mesa County** [Attach 6](#)

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

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

Staff presentation: Jim Bright, Interim Fire Chief

7. **Rescinding the Annexation Request for the Bookcliff Veterinary Hospital Annexation Located at 564 29 Road** [File #ANX-2005-076] [Attach 7](#)

A request to rescind the annexation request for the 2.93 acre Bookcliff Veterinary Hospital property located at 564 29 Road.

Resolution No. 163-06 – A Resolution Rescinding Resolution No. 94-05 and Corresponding Annexation Ordinance that Referred a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Set a Hearing on Such Annexation, and Exercised Land Use Control, Bookcliff Veterinary Hospital Annexation, Located at 564 29 Road and Including a Portion of the 29 Road Right-of-Way

®Action: *Adopt Resolution No. 163-06*

Staff presentation: Scott D. Peterson, Senior Planner

8. **Revocable Permit for Canyon View Car Wash LLC for Retaining Wall and Landscaping Located at 2258 Broadway** [File #CUP-2003-024] [Attach 8](#)

A request to install a retaining wall for a driveway entrance in the Kansas Avenue right-of-way and also required landscaping in the Kansas Avenue, Broadway and Redlands Parkway rights-of-way, located adjacent to 2258 Broadway.

Resolution No. 164-06 – A Resolution Concerning the Issuance of a Revocable Permit to Canyon View Car Wash LLC, Located at 2258 Broadway

®Action: *Adopt Resolution No. 164-06*

Staff presentation: Scott D. Peterson, Senior Planner

9. **Construction Contract for Somerville Supply Waterline** [Attach 9](#)

The Somerville Supply Waterline is a supplemental raw water supply for the City of Grand Junction. The project will install approximately 4 ½ miles of 12" PVC pipe and deliver it to the existing Kannah Creek Supply line.

Action: *Authorize the City Manager to Sign a Construction Contract for the Somerville Supply Waterline to Downey Excavation, Inc., Montrose, in the Amount of \$711,025.00*

Staff presentation: Mark Relph, Public Works and Utilities Director

10. **Purchase of Stormwater Easement from Mervyn's for the Ranchmen's Ditch Project** [Attach 10](#)

The City has entered into a contract to purchase a perpetual stormwater easement, temporary construction easements and a longitudinal temporary easement across a portion of the Mervyn's property at Mesa Mall for the Independent Ranchman's Ditch Project. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Resolution No. 165-06 – A Resolution Authorizing the Purchase of a Perpetual Storm Water Easement, Temporary Construction Easements and a Longitudinal Temporary Easement at 2424 Hwy 6 & 50 from Mervyn's Department Store (MDS Realty, LLC)

®Action: *Adopt Resolution No. 165-06*

Staff presentation: Mark Relph, Public Works and Utilities Director

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

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

11. **Public Hearing – Create The Bluffs Sanitary Sewer Improvement District No. SS-48-06 and Award the Contract for Construction** [Attach 11](#)

A majority of the owners of real estate located in the area east of 23 Road and between Terry Court and the Colorado River have submitted a petition requesting an improvement district be created to provide sanitary sewer service to their respective properties, utilizing the septic sewer elimination program to help reduce assessments levied against the affected properties. This is the final step in the formal process required to create the proposed Improvement District.

Resolution No. 166-06 – A Resolution Creating and Establishing Sanitary Sewer Improvement District No. SS-48-06, Within the Corporate Limits of the City of Grand Junction, Colorado, Authorizing the Installation of Sanitary Sewer Facilities and Adopting Details, Plans and Specifications for the Same

®Action: *Adopt Resolution No. 166-06 and Authorize the City Manager to Enter into a Construction Contract with Sorter Construction, Inc., in the Amount of \$273,206.00*

12. Staff presentation: Mark Relph, Public Works and Utilities Director
Public Hearing – Mahan Manor Annexation and Zoning Located at 2855 Unawep Avenue [File #ANX-2006-277] [Attach 13](#)

Request to annex and zone 10.34 acres, located at 2855 UnawEEP Avenue, to RSF-4 (Residential Single Family, 4du/ac). The Mahan Manor Annexation consists of one parcel.

a. Accepting Petition

Resolution No. 167-06 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Mahan Manor Annexation, Located at 2855 UnawEEP Avenue, Including a Portion of UnawEEP Avenue Right-of-Way is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4008 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Mahan Manor Annexation, Approximately 10.34 acres, Located at 2855 UnawEEP Avenue, Including a Portion of UnawEEP Avenue Right of Way

c. Zoning Ordinance

Ordinance No. 4009 – An Ordinance Zoning the Mahan Manor Annexation to RSF-4, Residential Single Family with a Density Not to Exceed Four Units per Acre, Located at 2855 UnawEEP Avenue

®Action: Adopt Resolution No. 167-06 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4008 and 4009

Staff presentation: Kathy Portner, Assistant Community Development Director

13. **Public Hearing – Calfrac Annexation and Zoning Located at 489 30 Road** [File #ANX-2006-283] [Attach 14](#)

Request to annex and zone 32.92 acres, located at 489 30 Road, to I-1 (Light Industrial) and RMF-8 (Residential Multi Family 8 du/ac). The Calfrac Annexation consists of three parcels.

a. Accepting Petition

Resolution No. 168-06 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Calfrac Annexation, Located at 489 30 Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4010 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Calfrac Annexation, Approximately 32.92 acres, Located at 489 30 Road

c. Zoning Ordinance

Ordinance No. 4011 – An Ordinance Zoning the Calfrac Annexation to I-1 and RMF-8, Located at 489 30 Road

®Action: Adopt Resolution No. 168-06 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4010 and 4011

Staff presentation: Kathy Portner, Assistant Community Development Director

14. **Infill and Redevelopment Request for Killian, Guthro and Jenson Building, 202 North Seventh Street – Continued from November 15, 2006** [Attach 15](#)

This is a revision to the original request for Infill and Redevelopment Program incentives. The request as approved by the City Council in August of 2005 allocated \$75,000 to the under grounding of power lines in the alley. The request is to reallocate that amount to one of three areas: geothermal heating system, limestone exterior, and/or cost of permits.

Action: Consider the Proposed Request

Staff presentation: Tim Moore, Assistant Public Works & Utilities Director

15. **Public Hearing – Rezoning Property Owned by St. Mary's Hospital Located at 2440 N. 11th Street** [File #RZ-2006-232] [Attach 12](#)

Request to rezone Lot 3R, Wellington Business Park Replat (1.80 acres), located at 2440 N. 11th Street from B-1, Neighborhood Business to PD, Planned Development.

Ordinance No. 4007 – An Ordinance Rezoning Lot 3R, Wellington Business Park Replat to PD, Planned Development, and Establishing Standards for the Planned

Development (PD) Zone District for Property Owned by St. Mary's Hospital,
Located at 2440 N. 11th Street

*®Action: Hold a Public Hearing and Consider Final Passage and Final Publication
of Ordinance No. 4007*

Staff presentation: Scott D. Peterson, Senior Planner

16. **Non-Scheduled Citizens & Visitors**
17. **Other Business**
18. **Adjournment**

Attach 1
Minutes from the Previous Meetings
GRAND JUNCTION CITY COUNCIL
SPECIAL SESSION MINUTES
NOVEMBER 30, 2006

The City Council of the City of Grand Junction, Colorado met in Special Session on Thursday, November 30, 2006 at 1:00 p.m. at the La Court Room at the Hawthorn Suites Ltd Hotel, 225 Main Street. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Gregg Palmer, Jim Spehar, Doug Thomason and President of the Council Jim Doody. Also present was Human Resources Manager Claudia Hazelhurst and Consultant Phil McKenney.

Council President Doody called the meeting to order.

Councilmember Palmer moved to go into executive session for personnel matters under Section 402 (4) (f)(I) of the Open Meetings Law relative to the City Manager recruitment. Councilmember Beckstein seconded the motion. The motion carried.

The City Council convened into executive session at 1:10 p.m. As the meeting continued throughout the afternoon, the City Council recessed between applicants. For the record, the Council went back into executive session at 2:07 p.m., 3:19 p.m., and 4:20 p.m.

The meeting adjourned at 5:26 p.m.

Stephanie Tuin, MMC
City Clerk

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

DECEMBER 1, 2006

The City Council of the City of Grand Junction, Colorado met in Special Session on Friday, December 1, 2006 at 6:01 p.m. in the City Auditorium, 250 N. 5th Street. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Gregg Palmer, Jim Spehar, Doug Thomason and President of the Council Jim Doody. Also present was Interim City Manager David Varley, City Attorney John Shaver and City Clerk Stephanie Tuin.

Council President Doody called the meeting to order. He announced the purpose of the meeting was to request David Varley to accept the position of City Manager.

Councilmember Palmer reviewed the process that the City Council has undertaken in order to reach this conclusion. He lauded the work of Human Resources Manager Claudia Hazelhurst as well as the consultant assisting in the search. There were originally 78 applicants with two very qualified candidates in-house. City Council felt it important to look at the slate of candidates and Councilmembers were thrilled that the most qualified candidate was their Interim City Manager.

Councilmember Spehar agreed noting that it is important for City Council to do their due diligence and for the incoming Manager to know he has gone through the process and prevailed.

Council President Doody said the process was a good experience and he was pleased with the outcome.

Councilmember Beckstein moved to adopt Resolution No. 158-06, a resolution appointing David A. Varley as City Manager. Ms. Beckstein read the resolution in its entirety. Councilmember Palmer seconded the motion. The motion carried.

Mr. Varley came forward, accepted the position and thanked the Council for their support. He recognized City staff for their hard work and his wife for her support.

Council President Doody asked City Attorney John Shaver to review the proposed contract for Mr. Varley. Mr. Shaver explained the main points of the employment contract noting the base salary for Mr. Varley is to be \$140,000, payment of health and dental insurance payments will be paid by the City, his leave accruals would remain, a car allowance of \$400 per month would be paid, and the City's retirement contributions would be 9% to the 401 plan and 3% to the 457 plan. There are provisions for career development and a six month severance package in the case of termination other than for cause. The agreement also addresses performance evaluations; it requires one annually. Pursuant to City Charter, a fidelity bond is required to be posted by Mr. Varley.

With no further business coming before the City Council, the meeting adjourned at 6:16 p.m.

Stephanie Tuin, MMC
City Clerk

**GRAND JUNCTION CITY COUNCIL
WORKSHOP SUMMARY
December 4, 2006**

The City Council of the City of Grand Junction, Colorado met on Monday, December 4th, 2006 at 7:03 p.m. in the City Hall Auditorium to discuss workshop items. Those present were Councilmembers Teresa Coons, Jim Spehar, Gregg Palmer, Doug Thomason, and Council President Jim Doody. Absent were Councilmembers Bonnie Beckstein and Bruce Hill.

Summaries and action on the following topics:

1. **GRAND JUNCTION'S 125TH ANNIVERSARY:** Communications and Community Relations Coordinator Sam Rainguet updated the City Council on the upcoming celebration. She acknowledged the committee members that were present as well as the owners of Event Masters. She detailed the planned events running from June 29th and ending on July 4th. She then requested seed money from the City and a pledge to take care of any final expenditures. Ms. Rainguet said the committee intends to find sponsors and sell merchandise to off set the rest of the expenditures as well as with donations and in-kind services.

Action Summary: The City Council agreed that seed money in the amount of \$25,000 was a worthwhile expenditure and directed Staff to make it so.

2. **AIR QUALITY CONTROL REGARDING OIL AND GAS DEVELOPMENT:** Bill Grant, President of Western Colorado Congress (WCC), addressed the City Council regarding the Colorado Air Quality Control Commission's proposed rule change to control emissions in the oil and gas fields. Mr. Grant said the WCC endorses that effort however, the Colorado Air Quality Control Commission is proposing setting two different standards; a higher standard for the Denver metro area and a lesser standard on the western slope and in some of the outlying areas. He said the WCC feels that is a short-sighted approach and the same higher standard should be imposed statewide. He listed a number of other communities that have rallied around WCC's proposal and said air quality affects children, the elderly and others with respiratory problems. Mr. Grant said the air here should be better than the air in the larger city areas. He said if the air quality decreases, the EPA may step in and require automobile inspections and other restrictions.

Mark Schofield, also with Western Colorado Congress (WCC), presented a number of statistics and facts on the possible emissions that are released from oil and gas activities that are harmful to humans, animals and vegetation. He then listed the number of active wells over the last few years and the number that are anticipated in the near future. Mr. Schofield identified the areas in the western slope where the number of gas leases is increasing. He compared the two proposals for air quality standards of the Denver metro area versus the western slope. He asked the City Council to support the proposal to increase the controls on condensate tanks, noting that although there is a cost to the industry it is a smart investment. However, the industry seems to prefer using those resources for more drilling and gas development even though condensate

emissions are marketable. Mr. Schofield concluded by identifying the local governments that have endorsed the WCC's proposal. He said the hearings on this matter have been postponed until December 17th and the City's endorsement would go a long way to encourage the adoption of the higher standard.

Charlie Kerr, board member of WCC and also sits on Mesa County Air Quality board, said the reason for the higher standard in the Denver metro area is due to the fact that Denver already has high pollution. The western slope does not currently have ozone measurement devices. He said it could take up to five years to document an ozone problem once monitors are installed and data is collected here on the western slope.

Council President Doody noted that Mesa and Garfield Counties were not on the list of supporters. Mr. Schofield concurred noting that both counties declined to support WCC's recommendation but instead endorsed the State's recommendation.

Action Summary: The City Council felt that monitors are needed here on the western slope so that data can start to be collected, pointing out it would be shortsighted to wait until it is a problem and then try to address the issue. Council agreed with one standard statewide and directed Staff to place the proposed resolution on Wednesday's meeting for adoption, with the addition of language noting the need for monitoring equipment. Eileen List, Environmental Regulations Compliance Coordinator, advised that Perry Buda of the Health Department is very supportive of installing monitoring equipment here and in the lower valley areas to get data for those areas before they are impacted.

- ENERGY CONSERVATION EFFORTS:** David Varley, City Manager presented an update on Grand Junction's energy conservation efforts, acknowledging all of the work Management Intern Angela Harness did on the report. He said a study was performed by a firm on the City looking at options for efforts that would conserve energy. A number of the recommendations have been implemented prior to the retirement of Fleet and Facilities Superintendent Chuck Leyden. Mr. Varley said the purchase of vehicles with the ability of using E-85 fuel has been ongoing but there is currently no E-85 available. He said there is a proposal for installing a tank in Grand Junction, either through a grant awarded to Mountain Village or a shared funding option with Mesa County. He said biodiesel is another option but the reports are mixed on the use so the City will hold back until the technology has improved. Mr. Varley said the type of vehicles being purchased for the fleet is constantly being reviewed by the fleet committee. Mr. Varley said other conservation efforts include management practices at the water treatment plant, the installation of the hydro-electric plant at Kannah Creek, a geo-thermal heating and ac system at the water plant, and then a number of water conservation efforts at the parks and cemeteries. The City started a drought response education program called DRIP and participates in winter water trades in the Whitewater Creek. He said at the sewer plant, there is a biosolid composting project and a program to reuse the methane produced. Mr. Varley said a study is being undertaken to see if more of that methane can be used either for vehicle fuel or produce electricity for running other motors. He

said the City has a recycling program and there are discussions about moving the recycling center to a better location and to make the recycling program free to customers. Mr. Varley said the City is also replacing the bulbs in traffic signals to LEDs that are more efficient. There is a Clean Cities Coalition of which the City is a part of and there is currently an application being considered which will fund alternative fuel supplies. Mr. Varley said the City Energy Conservation Team has just been formed and that team will assess and monitor the progress of the proposed initiatives and current conservation practices as well as introduce new practices and explore new conservation opportunities. Mr. Varley had a number of items for Council's consideration in the area of energy conservation. It was noted that a number of good things have been done but they have been somewhat scattered. Mr. Varley said the City needs to accumulate baseline data and then establish some goals; also setting payback standards. It is prudent to make conservation standards as part of the design standards for new buildings for the City and incentivize it for others that are building buildings. It was pointed out that the City has undertaken a number of efforts and that is commendable.

Action Summary: City Council appreciated the update and encouraged more efforts.

ADJOURN

The meeting adjourned at 9:49 p.m.

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

December 6, 2006

The City Council of the City of Grand Junction convened into regular session on the 6th day of December 2006, at 7:04 p.m. in the City Auditorium. Those present were Councilmembers Teresa Coons, Gregg Palmer, Jim Spehar, Doug Thomason and President of the Council Jim Doody. Absent were Councilmembers Bonnie Beckstein and Bruce Hill. Also present were City Manager David Varley, City Attorney John Shaver, and Deputy City Clerk Debbie Kemp.

Council President Doody called the meeting to order. Councilmember Thomason led in the pledge of allegiance. The audience remained standing for the invocation by Pastor Jim Hale, Spirit of Life Christian Fellowship.

Proclamations / Recognitions

Proclaiming December 18, 2006 as "International Day of the Migrant" in the City of Grand Junction

Certificate of Appointments

To the Parks and Recreation Advisory Board

Jack Scott and Reford Theobald were present to receive their certificates for the Parks and Recreation Advisory Board.

To the Housing Authority

Ora Lee was present to receive her certificate for the Grand Junction Housing Authority Board.

Citizen Comments

Pastor Jim Hale addressed City Council regarding his mission in Contamana, Peru. He had some souvenirs to show City Council. He thanked the City Council for providing the Proclamation which he took to Peru with him. The people of Peru were very appreciative of the Proclamation. He spoke about the Shipibo people. He thanked Council for the book that the City provided about visions of the 21st Century in Grand Junction and the Grand Valley and said the Mayor in Contamana was really impressed with the book. He said medical supplies and money were provided to the Shipibo people from various businesses in the Grand Junction area.

CONSENT CALENDAR

Councilmember Palmer read the list of items on the Consent Calendar.

It was moved by Councilmember Spehar, seconded by Councilmember Thomason and carried by roll call vote to approve Consent Calendar Items #1 through #12 with the exception of item #7 to be continued to December 20, 2006 City Council Meeting and Councilmember Coons abstaining from item #3.

1. **Minutes of Previous Meetings**

Action: Approve the Summary of the November 13, 2006 Workshop, the Minutes of the Special Session November 10, 2006, the Minutes of the November 15, 2006 Regular Meeting, and the Minutes of the Special Session November 22, 2006

2. **North Avenue Corridor Master Plan, Phase One**

Contract with the professional design and planning firm, EDAW, to conduct a study of North Avenue, and prepare Phase One of a Corridor Master Plan.

Action: Authorize the Purchasing Division to Enter into a Contract with EDAW to Study and Complete the North Avenue Corridor Master Plan, Phase One, in an Amount not to Exceed the Budget of \$100,000

3. **Setting a Hearing on Rezoning Property Owned by St. Mary's Hospital, Located at 2440 N. 11th Street** [File #RZ-2006-232]

Introduction of a proposed ordinance to rezone Lot 3R, Wellington Business Park Replat (1.80 acres), located at 2440 N. 11th Street from B-1, Neighborhood Business to PD, Planned Development.

Proposed Ordinance Rezoning Lot 3R, Wellington Business Park Replat to PD, Planned Development, and Establishing Standards for the Planned Development (PD) Zone District for Property Owned by St. Mary's Hospital, Located at 2440 N. 11th Street

Action: Introduction of Proposed Ordinance and Set a Hearing for December 20, 2006

4. **Setting a Hearing on Zoning the Mahan Manor Annexation, Located at 2855 Unawep Avenue** [File #ANX-2006-277]

Request to zone the 10.34 acre Mahan Manor Annexation, located at 2855 Unawep Avenue to RSF-4 (Residential Single Family, 4 du/ac).
Proposed Ordinance Zoning the Mahan Manor Annexation to RSF-4, Located at 2855 Unawep Avenue

Action: Introduction of Proposed Ordinance and Set a Hearing for December 20, 2006

5. **Contract for Website Marketing Services for the Visitor and Convention Bureau**

This is the second year of a 5 year annually renewable contract with Miles Media Group to provide website maintenance and advertising services to the VCB.

Action: Authorize the City Manager to Sign a Contract with Miles Media Group, Sarasota, Florida, in the Amount of \$115,000 for the Period of January 1 – December 31, 2007 for Website Marketing Services

6. **Contract for Advertising Services for the Visitor and Convention Bureau**

This is the second year of 5 year annually renewable contact with Hill & Company Integrated Marketing and Advertising to provide advertising services to the VCB.

Action: Authorize the City Manager to Sign a Contract with Hill & Company Integrated Marketing and Advertising in the Amount of \$325,000 for the Period of January 1 – December 31, 2007 for Advertising Services

7. **Visitor and Convention Bureau Bylaws**

Adopt bylaws for the Grand Junction Visitor and Convention Bureau.

Action: Approve and Adopt the Visitor and Convention Bureau Bylaws as Recommended by the VCB Board of Directors

8. **Setting a Hearing on Zoning the Calfrac Annexation, Location 489 30 Road**
[File #ANX-2006-283]

Request to zone the 32.92 acre Calfrac Annexation, located at 489 30 Road to I-1 (Light Industrial) and RMF-8 (Residential Multi Family 8 du/ac).

Proposed Ordinance Zoning the Calfrac Annexation to I-1 and RMF-8, Located at 489 30 Road

Action: Introduction of Proposed Ordinance and Set a Hearing for December 20, 2006

9. **Setting a Hearing for the Apple Acres Annexation, Located at 3025 E Road**
[File #ANX-2006-302]

Request to annex 8.84 acres, located at 3025 E Road. The Apple Acres Annexation consists of one parcel.

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

Resolution No. 147-06 – 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, Apple Acres Annexation, Located at 3025 E Road

Action: Adopt Resolution No. 147-06

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Apple Acres Annexation, Approximately 8.84 acres, Located at 3025 E Road

Action: Introduction of Proposed Ordinance and Set a Hearing for January 17, 2007

10. **Setting a Hearing to Adopt the 2006 Edition of the International Fire Code**

Adoption of an Ordinance for the 2006 edition of the International Fire Code which is part of the 2006 International Code, set currently being adopted by the City. Mesa County has or soon will be adopting the same code set.

Proposed Ordinance Adopting the 2006 Edition of the International Fire Code Prescribing Regulations Governing Conditions Hazardous to Life and Property from Fire or Explosions; Amending Certain Provisions in the Adopted Code; Amending Article III of Chapter 18 of the Code of Ordinances; and Amending All Ordinances in Conflict or Inconsistent Herewith

Action: Introduction of Proposed Ordinance and Set a Hearing for January 3, 2007

11. **Setting a Hearing to Adopt the 2006 International Building Codes and Related Fees**

The proposed ordinance would adopt the 2006 Code Editions of the International Building, Residential, Plumbing, Mechanical, Fuel Gas, Property Maintenance and Energy Conservation, plus the 2005 Edition of the National Electric Code as adopted by the State of Colorado. These codes regulate building construction.

Proposed Ordinance Adopting and Amending the Latest Edition of the International Building Code, the International Plumbing Code, the International Mechanical Code, the International Fuel Gas Code, the International Property Maintenance Code, the International Residential Code, the National Electric Code, and the International Energy Conservation Code to be Applied Throughout the City of Grand Junction with Certain Amendments Regulating the Erection, Construction, Enlargement, Alteration, Repair, Moving, Removal, Demolition, Conversion, Occupancy, Equipment, Use, Height, Area and Maintenance of all Buildings or Structures in the City of Grand Junction; and Repealing all other Ordinances and Parts of Ordinances in Conflict Herewith

Action: Introduction of Proposed Ordinance and Set a Hearing for January 3, 2007

12. **Conduct a Hearing on an Appeal of a Planning Commission Decision to Deny the Pinnacle Ridge Preliminary Plan, Located Northeast of Monument Road and Mariposa Drive [File #PP-2005-226] Continued from Nov. 15, 2006**

Appeal of the Planning Commission denial of the Pinnacle Ridge Preliminary Plan, consisting of 72 single family lots on 45.33 acres in a RSF-2 (Residential Single Family, 2 du/ac) zone district.

Action: Continue to January 3, 2007 City Council Meeting

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Air Quality Control Relative to Oil and Gas Development

Western Colorado Congress (WCC) presented the City Council with a request to support statewide air quality control regulations relative to oil and gas development at Monday night's workshop. The City Council will consider a resolution supporting the standards and the establishment of an air monitoring network for ozone on the Western Slope.

Mark Scofield with Western Colorado Congress summarized this item. He said rules will be made on oil and gas development regulations and the basic management practices will need to be made throughout the state. The cost should not be too expensive.

Kathy Hall, 663 Cordial Court, representing Colorado Oil & Gas Association and Colorado Petroleum Association, read the following statement from Colorado Oil & Gas Association into the record:

"Issue: Should statewide oil and gas emissions controls be "as stringent" as those being adopted pursuant to the Denver metro "Early Action Compact" ozone control program?

This is an "apples and oranges" situation. The Denver EAC is based on computer modeling specific to the Denver metro area -

- 1 – its topography; wind patterns and other weather conditions (such as "mixing" height in the atmosphere);
- 2 – sources of ozone forming emissions (fleet composition, vehicle miles traveled, stationary sources such as the breweries, Kodak plant, etc.);
- 3 – gasoline "RVP" (Denver is required to use lower evaporative gasoline, Grand Junction and the West Slope is not);
- 4 – the Front Range vehicle emission inspection program ("1M 240" - not required in Grand Junction or the West Slope); and,
- 5 – boundary conditions (what comes over the continental divide).

No simplistic comparison can be made between what this specific computer model predicts is necessary to keep Denver's ozone within EPA limits and appropriate emission control thresholds in Western Colorado.

The statewide emission control program proposed by the Air Quality Division, and supported by the oil and gas industry will result in emission reductions of 63%, in one fell swoop, beginning May 2008. This is a

dramatic drop in emissions, the control threshold parallels pending proposals in Utah and Wyoming.

This is not an issue of protection West Slope citizens' health any less than Denver residents. Ozone levels are not close to being in violation outside of Denver, and the EAC computer modeling cannot be applied to Western Colorado.”

Ms. Hall also read the following statement into the record from Colorado Petroleum Association:

“Kathy: Here are some points to consider addressing tonight:

CPA supported from the outset the imposition of the statewide emission controls for condensate tanks, engines, and dehydrators.

We support the Air Pollution Control Division's proposal, which recognizes that these emission controls on oil and gas facilities are a first step. We carefully negotiated the elements of the proposal, with both sides working in good faith to recognize both the opportunities and limitations of the industry installing these emissions controls onto oil and gas equipment for the first time. We fully expect that additional controls will be adopted, but first we need to understand what the air quality problems are by studying actual monitoring data, rather than just guessing!

Second, the industry is committed to working with local governments, as well as state and federal agencies to secure additional sources of funding to add to the monitoring network so that we can all see if the western slope indeed has an ozone problem.

Finally, lets remember that the Denver area ozone situation is far different than the western slope's - there have been actual violations of the ozone standard, and that there are many contributors as well as many tools be using to solve that problem. Comparing Denver's ozone situation to Grand Junction's is like comparing apples and oranges. For example, does the western slope want to employ all of the other tools we use to control ozone in Denver such as a vehicle emissions program?”

Chris Clark, an industry representative, stated that the City shouldn't get wrapped up in comparing Grand Junction's air with Denver's air. He said the industry would like to see management practices that are science-based and science-driven.

Councilmember Palmer stated that he learned more Monday night than he ever wanted to know about all of this. He found it was interesting and said the criteria should be statewide rather than in separate metro or western slope areas. He said the resolution makes the most amount of sense and said the City of Grand Junction needs to monitor this area's air quality. He is in favor of this resolution.

Councilmember Spehar agrees with Councilmember Palmer. He said it would be appropriate to take the best step and not just the first step that the City needs to be concerned about monitoring equipment. He said possible funding ideas could include joining with other communities in the valley for grants through appropriate sources.

Councilmember Coons stated that the resolution signifies the industries' approach to the situation. She supports the resolution on ozone monitoring equipment.

President of the Council Doody found Monday night's discussion very interesting. He said the City needs a baseline to start monitoring the area and said currently Grand Junction's biggest problem is automobiles.

Resolution No. 159-06 – A Resolution to Protect Colorado's Air from Oil and Gas Production Emissions

Councilmember Thomason moved to adopt Resolution No. 159-06. Councilmember Spehar seconded the motion. Motion carried by roll call vote.

Conduct a Hearing on an Appeal of a Planning Commission Decision of a Conditional Use Permit for Canyon View Car Wash, Located at 2258 Broadway [File #CUP-2003-024]

On August 22, 2006, the Planning Commission approved a Conditional Use Permit for Canyon View Car Wash proposed to be located at 2258 Broadway. The City received one (1) letter of appeal from the Bluffs West Estates Property Owners Association regarding this decision. This appeal is per Section 2.18 E. of the Zoning and Development Code which specifies that the City Council is the appellant body of the Planning Commission.

Councilmember Thomason recused himself from discussion because he is part of the Bluffs West Estates Property Owners Association. He left the dais and the room.

City Attorney Shaver addressed the particulars of the appeal. He said there will be no testimonies taken and the City Council will review the records that were provided. Mr. Shaver said Community Development failed to provide Council with a certified document of the record, but Mr. Shaver assured City Council that the record was provided without missing items.

He advised Council not to substitute whether or not they agree with the Planning Commission's decision but just determine if the Planning Commission failed in their decision.

Councilmember Palmer asked Attorney Shaver if a supermajority vote is required. Mr. Shaver said it is not.

Councilmember Palmer stated that he reviewed the record to ensure that all meeting guidelines had been followed. He found that the Planning Commission did follow the hearing with no faults. He supports the manner with which the decision was made.

Councilmember Coons stated that after reviewing the many documents and hearings, she agrees with Councilmember Palmer and feels the hearings were held appropriately.

Councilmember Spehar agreed and said the action of the Planning Commission was not inconsistent with the Code. He feels the decision should stand.

Council President Doody said it seems to be consistent with other Planning Commission meetings held.

Councilmember Spehar moved to deny the request of appeal of the Planning Commission's decision of a conditional use permit for Canyon View Car Wash. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Councilmember Thomason returned to the meeting.

Public Hearing – Second Supplemental Appropriation Ordinance for 2006

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

The public hearing was opened at 7:47 p.m.

Ron Lappi, Administrative Services and Finance Director, reviewed this item. He pointed out that \$868,000 is a transfer to the TIF Debt Service for debt and \$2.4 million will transfer to the Sales Tax CIP Fund for partial funding of several street projects.

Councilmember Palmer questioned if the Equipment Fund 402 showing personnel costs. Mr. Lappi said that Equipment Fund 402 is for shops and personnel costs are for the Staff to maintain the equipment.

There were no public comments.

The public hearing was closed at 7:50 p.m.

Council President Doody asked about Funds 105 and 110. Mr. Lappi said that Fund 105 is for park expansion funds and is used for park improvements around the City. Fund 110 is the lottery fund (also known as the Conservation Trust Fund) and is required by the State to be a separate fund.

Ordinance No. 3993 – An Ordinance Making Supplemental Appropriations to the 2006 Budget of the City of Grand Junction

Councilmember Palmer moved to adopt Ordinance No. 3993 on Second Reading and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Levying Property Taxes for the Year 2006 for Collection in the Year 2007

The resolutions set the mill levies of the City of Grand Junction (City), Ridges Metropolitan District #1, and the Downtown Development Authority (DDA). The City and DDA mill levies are for operations, the Ridges levy is for debt service only. The City is

also establishing a temporary credit mill levy for the General Fund for the purpose of refunding revenue collected in 2005 in excess of the limitations set forth in the Tabor Amendment, Article X, Section 20 of the Colorado Constitution. The temporary credit is pursuant to CRS 39-5-121 (SB 93-255).

Ron Lappi, Administrative Services and Finance Director, reviewed this item. He said in the Staff report it indicates four different levies. He explained each of the four different levies.

Councilmember Coons asked why the City has to pay off bond debt for the Ridges Metropolitan District. Mr. Lappi explained that the City refinanced their large debt when the City took over the Ridges Metropolitan District. The bond debt will be paid in 2013.

- a. Resolution No. 148-06 – A Resolution Levying Taxes for the Year 2006 in the City of Grand Junction, Colorado
- b. Resolution No. 149-06 – A Resolution Levying Temporary Credit Taxes for the Year 2006 in the City of Grand Junction, Colorado
- c. Resolution No. 150-06 – A Resolution Levying Taxes for the Year 2006 in the Downtown Development Authority
- d. Resolution No. 151-06 – A Resolution Levying Taxes for the Year 2006 in the Ridges Metropolitan District #1

Councilmember Palmer moved to adopt Resolution Nos. 148-06, 149-06, 150-06, and 151-06. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Public Hearing – 2007 Budget Appropriation Ordinance

The total appropriation for all thirty-seven accounting funds budgeted by the City of Grand Junction (including the Ridges Metropolitan District, Grand Junction West Water and Sanitation District, and the Downtown Development Authority) is \$187,200,214. Although not a planned expenditure, an additional \$2,175,000 is appropriated as an emergency reserve in the General Fund pursuant to Article X, Section 20 of the Colorado Constitution.

The public hearing was opened at 7:58 p.m.

Ron Lappi, Administrative Services and Finance Director, reviewed this item. He said it is always larger than the actual budget because of duplication of various funds appropriated for. The appropriation includes the mill levies that are approved and the City Manager's salary.

Councilmember Coons clarified that the project for the parking off of 12th Street by the college and the hospice structure project for their in-house facility were added in. The public hearing was closed at 8:02 p.m.

Ordinance No. 3994 – An Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado, the

Downtown Development Authority, the Ridges Metropolitan District, and the Grand Junction West Water and Sanitation District; for the Year Beginning January 1, 2007 and Ending December 31, 2007

Councilmember Spehar moved to adopt Ordinance No. 3994 on Second Reading and ordered it published. Councilmember Palmer seconded the motion. Motion carried by roll call vote.

Setting Utility Rates for 2007

Adoption of Utility Rates, effective January 1, 2007.

Greg Trainor, Public Works and Utilities Operations Manager, reviewed this item. He said services provided to the citizens are taken very seriously and the community has expressed strong support for the utility rates. Mr. Trainor said the rates have been modest and well adjusted. The water fund is proposing a 5% increase in revenue to replace additional water lines and said the rate is adjusted by a block rate. He said there are different brackets of water usage that charge different rates. The average consumer will see a decrease in their water bill and an approximate .35 cent increase per month for sewer. Mr. Trainor said a Plant Investment Fee (PIF) is being increased due to a study showing the need for additional PIF funds. He said solid waste is proposed to go up 8% a month. When the Ridges were taken into the City they were provided irrigation and their rate had gone down. He said a 5% increase is being proposed.

Councilmember Coons asked what the average rate increase for utilities will be. Mr. Trainor said about .50 cents per month.

Council President Doody asked Mr. Trainor to talk about the free trash pick up the City provides in the spring. Mr. Trainor referred to the program called "Spring Clean Up" and advised the Streets Department picks up trash as it is set out on streets by the City residents. Mr. Trainor said the City also provides a leaf pick up program in the fall.

Resolution No. 152-06 – A Resolution Adopting Utility Rates for Water, Wastewater, and Solid Waste Services Effective January 1, 2007

Councilmember Thomason moved to adopt Resolution No. 152-06. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Economic Development Financial Participation Agreements

Agreements for the Business Incubator Center and the Grand Junction Economic Partnership regarding the expenditure of City funding for the fiscal year 2007. The agreements for both of those agencies detail the budget, goals, policies, and performance measures, as well as reporting requirements.

Sheryl Trent, Assistant to the City Manager, reviewed this item. She recommended that both of these agreements be adopted. She said this was done last year and the City does contracts annually with both of these economic agencies. Ms. Trent said each of

the agreements will be the same dollar amount as last year. She said the City does require an action plan or a vision/goal plan from both of those organizations and said there are strict performance measurements that are enforced which require a review of their audit each year. She said all requirements and measures have been met.

Councilmember Palmer asked about how the money would be spent through the Grand Junction Economic Partnership (GJEP). Ms. Trent said the City has a unique relationship with all of the different economic partnerships, which are all funded differently. She said the funds are there to help with operational funds, travel for their staff to represent the Grand Junction area, advertising, and marketing. Councilmember Palmer stated that he is not comfortable with the funds being used as operational funds. He understands the funds being used for advertising and marketing but not for operational funds. Ms. Trent said the City is a funding partner of GJEP and the City does have a place on their board of directors as an active member and participant. She said that is the funding mechanism of how GJEP uses all of the funds from their funding partners which is a financial contribution and what they do with that financial contribution is from the scope of their services.

Councilmember Coons asked to hear from the representative from GJEP.

Ann Driggers, President of GJEP, reviewed where the funds are being distributed.

Councilmember Coons questioned how their system works with all of their funding partners. Ms. Driggers said 75% of their funding comes from the private sector and has since 1984. However, GJEP does have similar agreements with the Town of Palisade, the City of Fruita and Mesa County. She said there are no restrictions on any of the funds that GJEP receives and they like to organize their programs as they see need and not be restricted and limited to spend the funds a certain way.

Councilmember Palmer questioned how GJEP paid their personnel prior to the City agreeing to help with the \$40,000 a year ago. Ms. Driggers said they received funding from the private sector.

Councilmember Spehar said he understands Councilmember Palmer's concerns but feels the City is lucky to be partners with an organization like this. He is comfortable with this expenditure and the way it is structured.

Rick Taggart, 2673 Dahlia Court, a Board Member for GJEP, wanted to review some of the concerns that Councilmember Palmer has. He reviewed the personnel cost issue and said that Ms. Driggers has spent a lot of time working on the CBI project.

Councilmember Palmer stated he wanted to voice his concerns regarding the operational costs.

Councilmember Spehar moved to authorize the City Manager to sign the Financial Participation Agreement with the Business Incubator in the amount of \$40,000. Councilmember Thomason seconded the motion. Motion carried.

Councilmember Spehar moved to authorize the City Manager to sign the Financial Participation Agreement with Grand Junction Economic Partnership in the amount of \$100,000. Councilmember Coons seconded the motion. Motion carried.

Councilmember Coons thanked both organizations for their contributions to the City.

Public Hearing – Hall 22 Road Commercial Annexation, Located at 778 22 Road [File #GPA-2006-240]

Request to annex 52.15 acres, located at 778 22 Road. The Hall 22 Road Commercial Annexation consists of 2 parcels.

The public hearing was opened at 8:34 p.m.

Kathy Portner, Assistant Community Development Director, reviewed this item. She said a Growth Plan Amendment will come to the City Council in January 2007. Ms. Portner said this meets all criteria and Staff recommends approval.

Doug Colaric said he is appearing on behalf of the petitioners and owners of the 52 acre site. He said they agreed with the Staff's comments.

There were no public comments.

The public hearing was closed at 8:37 p.m.

a. Accepting Petition

Resolution No. 153-06 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Hall 22 Road Commercial Annexation, Located at 778 22 Road and Including a Portion of the 22 Road Right-of-Way is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3995 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Hall 22 Road Commercial Annexation, Approximately 52.15 Acres, Located at 778 22 Road Including a Portion of the 22 Road Right-of-Way

Councilmember Palmer moved to adopt Resolution No. 153-06 and Ordinance No. 3995 on Second Reading and ordered them published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Public Hearing – Pear Park School No. 3 Annexation and Zoning, Located at Grand Valley Canal West of 29 ½ Road and North of D ¼ Road [File #ANX-2006-276]

Request to annex and zone 1 acre, located at Grand Valley Canal west of 29 ½ Road and north of D ¼ Road, to CSR (Community Services and Recreation). The Pear Park School No. 3 Annexation consists of 2 parcels.

The public hearing was opened at 8:39 p.m.

Kathy Portner, Assistant Community Development Director, reviewed this item. She said the strip of land being discussed is known as the Mesa County ditch. She said half of this land through a boundary discrepancy was not originally attached to the property and was not annexed. Ms. Portner said the City is the owner of the entire strip of land. She reviewed the future land use designation and the proposed zoning is CSR to match the rest of the City owned property to the south. Ms. Portner said Staff finds this property meets the requirements for annexation and meets the criteria for zoning.

There were no public comments.

The public hearing was closed at 8:43 p.m.

a. Accepting Petition

Resolution No. 154-06 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Pear Park School No. 3 Annexation, Located at Grand Valley Canal West of 29 ½ Road and North of D ¼ Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3996 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, the Pear Park School No. 3 Annexation, Approximately 1.00 Acre, Located at Grand Valley Canal West of 29 ½ Road and North of D ¼ Road

c. Zoning Ordinance

Ordinance No. 3997 – An Ordinance Zoning the Pear Park School No. 3 Annexation to CSR Located at Grand Valley Canal West of 29 ½ Road and North of D ¼ Road

Councilmember Coons moved to adopt Resolution No. 154-06 and Ordinance Nos. 3996 and 3997 on Second Reading and ordered them published. Councilmember Spehar seconded the motion. Motion carried by roll call vote.

Public Hearing – Becerra Annexation and Zoning, Located at 244 28 ½ Road [File #ANX-2006-256]

Request to annex and zone 1.5 acres, located at 244 28 ½ Road, to RSF-4 (Residential Single Family 4 du/ac). The Becerra Annexation consists of one parcel and is a three part serial annexation.

The public hearing was opened at 8:45 p.m.

Adam Olsen, Associate Planner, reviewed this item. He described the location, the site, the current use, the Future Land Use Designation and the Surrounding Land Use Designations. He identified the requested zoning and the zoning for the surrounding properties. He said Staff finds that the request meets the criteria of the Zoning and Development Code and the criteria of the Growth Plan. Mr. Olsen said the Planning Commission recommends approval.

There were no public comments.

The public hearing was closed at 8:47 p.m.

a. Accepting Petition

Resolution No. 155-06 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Becerra Annexation, Located at 244 28 ½ Road Including a Portion of the 28 ½ Road Right of Way is Eligible for Annexation

b. Annexation Ordinances

Ordinance No. 3998 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Becerra Annexation No. 1, Approximately 0.01 Acres, Located Within the 28 ½ Road Right-of-Way

Ordinance No. 3999 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Becerra Annexation No. 2, Approximately 0.20 acres, Located Within the 28 ½ Road Right of Way

Ordinance No. 4000 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Becerra Annexation No. 3, Approximately 1.29 Acres, Located at 244 28 ½ Road

c. Zoning Ordinance

Ordinance No. 4001 – An Ordinance Zoning the Becerra Annexation to RSF-4, Located at 244 28 ½ Road

Councilmember Spehar moved to adopt Resolution No. 155-06 and Ordinance Nos. 3998, 3999, 4000 on Second Reading and ordered them published. Councilmember Palmer seconded the motion. Motion carried by roll call vote.

Councilmember Spehar moved to adopt Ordinance No. 4001 on Second Reading and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Public Hearing – Humphrey Annexation and Zoning, Located at 412 30 ¼ Road
[File #ANX-2006-260]

Request to annex and zone 10.43 acres, located at 412 30 ¼ Road, to RMF-8 (Residential Multi Family 8 du/ac). The Humphrey Annexation consists of one parcel and is a three part serial annexation.

The public hearing was opened at 8:48 p.m.

Adam Olsen, Associate Planner, reviewed this item. He described the location, the site, the current use, the Future Land Use Designation and the Surrounding Land Use Designations. He identified the requested zoning and the zoning for the surrounding properties. He said Staff finds that the request meets the criteria of the Zoning and Development Code and the criteria of the Growth Plan. Mr. Olsen said the Planning Commission recommends approval.

Cliff Anson, 2185 Quail Court, stated that he works with the developer and was present to answer any questions.

There were no public comments.

The public hearing was closed at 8:52 p.m.

a. Accepting Petition

Resolution No. 156-06 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Humphrey Annexation, Located at 412 30 ¼ Road Right-of-Way is Eligible for Annexation

b. Annexation Ordinances

Ordinance No. 4002 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Humphrey Annexation No. 1, Approximately .10 Acres, Located Within the 30 ¼ Road Right-of-Way

Ordinance No. 4003 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Humphrey Annexation No. 2, Approximately .98 Acres, Located Within the 30 ¼ Road Right-of-Way

Ordinance No. 4004 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Humphrey Annexation No. 3, Approximately 9.35 Acres, Located at 412 30 ¼ Road

c. Zoning Ordinance

Ordinance No. 4005 – An Ordinance Zoning the Humphrey Annexation to RMF-8, Located at 412 30 ¼ Road

Councilmember Palmer moved to adopt Resolution No. 156-06 and Ordinance Nos. 4002, 4003, 4004, and 4005 on Second Reading and ordered them published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Public Hearing – Pacheco-Woodbring Annexation, Located at 2814 C ¾ Road [File #GPA-2006-248]

Request to annex 10.13 acres, located at 2814 C ¾ Road. The Pacheco-Woodbring Annexation consists of one parcel.

The public hearing was opened at 8:53 p.m.

Ken Kovalchik, Senior Planner, reviewed this item. He said at the first reading there was a Growth Plan Amendment and since then that Growth Plan Amendment has been withdrawn because of some the issues involved with the request. Mr. Kovalchik said Staff finds the request meets annexation criteria and recommends approval.

There were no public comments.

The public hearing was closed at 8:55 p.m.

a. Accepting Petition

Resolution No. 157-06 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Pacheco-Woodbring Annexation, Located at 2814 C ¾ Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4006 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado Pacheco-Woodbring Annexation, Approximately 10.13 Acres, Located at 2814 C ¾ Road

Councilmember Palmer moved to adopt Resolution No. 157-06 and Ordinance No. 4006 on Second Reading and ordered them published. Councilmember Thomason seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

Councilmember Thomason asked how often are annexation maps updated. Ms. Trent said that the GIS will update the maps in about two weeks. She said a map can be created in just a few days.

Councilmember Palmer questioned if there is a map that shows the 201 boundary lines. Ms. Trent said yes there is. City Manager David Varley stated that it is very important that the GIS update the maps as soon as possible with new annexations and zonings.

Council President Doody stated that tomorrow is the 65th anniversary of the Pearl Harbor bombing and thanked all WWII veterans.

Adjournment

The meeting adjourned at 9:00 p.m.

Debbie Kemp, CMC
Deputy City Clerk

Attach 2

**Acquisition of City Owned Right-of-Way in Whitewater
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject		Acquisition of Access for Development					
Meeting Date		December 20, 2006					
Date Prepared		November 30, 2006			File #		
Author		Jamie Kreiling		Assistant City Attorney			
Presenter Name		John Shaver		City Attorney			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes		No	Name	
	Workshop	X		Formal Agenda	X	Consent	Individual Consideration

Summary: TKAR Properties, LLC ("TKAR") has applied to Mesa County for a Concept Plan pending for a development to be known as Gunnison Ranch. The project is located in the Whitewater area. As part of the Concept Plan approval TKAR must show proof that access is available over the City owned property adjacent to or near the development. As was previously discussed with City Council at its January 16, 2006 work session, TKAR is interested in obtaining street access to the development across City owned property. (The original request for the access came from Freestyle, Inc. Ted Munkres is a principal in Freestyle Inc. and is also a member of TKAR.)

Budget: No cost to the City; if approved and the development proceeds, then the City will receive \$2,450.00 in revenue and the developer will be responsible for building the road.

Action Requested/Recommendation: Approve a Resolution directing that the land described in the Resolution be designated as right-of-way.

Attachments: Proposed Resolution

Background Information: In January 2006 staff requested direction from City Council regarding the possibility of negotiating with Freestyle Inc., for road access across City property for a proposed development by Freestyle, Inc. Staff was directed to work with Freestyle, Inc. and review the proposal.

The Utility Manager Greg Trainor and the Real Estate Manager Peggy Holguin have reviewed and approved the proposal.

The location of the land in question is approximately one mile south of the Desert Road and U.S. 141 intersection, one-half mile west of the Mill Tailings Road and U.S. Highway 50 intersection, south of Mill Tailings Road.

The developer will be responsible for paying for the value of the land and constructing the road to County standards.

Designating the proposed area as right-of-way will not detract from the other possible uses of the remainder of the City's land (approximately 49 acres). Use of this area for right of way is appropriate.

Freestyle Inc. has presented information indicating that the market value for the land is \$2,450.00. The City's Real Estate Manager has reviewed the information and found that amount to be reasonable. The total square footage for the proposed right-of-way is 1.48 acres.

Staff recommends that the City Council approve the designation of the area described in Exhibit A attached to the Resolution as right-of-way for road purposes. The stipulated value is \$2,450.00 to be paid by the developer, Freestyle, Inc., TKAR or its successor within one year from the signing of the Resolution. Construction of the road shall not begin until the developer has paid in full.

RESOLUTION NO. _____-06

**A RESOLUTION APPROVING DESIGNATION OF CITY OWNED LAND IN
WHITEWATER AS RIGHT-OF-WAY**

Recitals

TKAR Properties, LLC ("TKAR") has applied to the County to develop Gunnison Ranch. The proposed development is 80 acres located approximately 300 feet east of Desert Road and approximately 1 mile south of Highway 141 in Whitewater. TKAR has requested City Council to designate City owned land as right-of-way for access to the parcel.

City staff has reviewed the proposed designation of the City land as right-of-way. Staff recommends that the City Council designate the land included in the legal description set forth in the attached Exhibit A and depicted in the accompanying sketch, incorporated herein as if fully rewritten, as right-of-way for the use and benefit of the public with TKAR paying for the value of the land and with TKAR being responsible for the construction of the road to Mesa County standards and requirements.

City Council has considered the value of the land and the benefit of designating the land for use as right-of-way and consents to the same.

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

Upon the receipt of \$2,450.00 from TKAR Properties, LLC or its successor(s) or assigns, the City shall designate the land described in the attached Exhibit A as right-of-way. The City must receive the funds within one year of the date of the signing of this Resolution. The developer shall be responsible for the construction of the road to Mesa County standards and requirements, which shall not begin until payment is made in full.

PASSED, ADOPTED AND SIGNED this _____ day of _____ 2006.

James J. Doody
President of City Council

ATTEST:

City Clerk

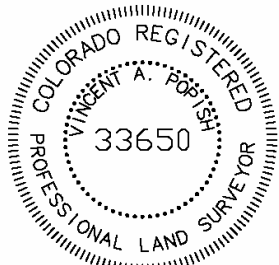
Exhibit A

A parcel of ground 60 feet in width for road Right-of-Way purposes being situate in Section 23, Township 2 South, Range 1 East of the Ute Meridian, being more particularly described as follows:

Beginning at the Center East 1/16 corner of said section 23, being a found 3" Brass Cap LS12085, and considering the West line of the NE 1/4 SE 1/4 of said section 23 to bear S 01°26'48" W and all bearings contained herein to be relative thereto;
thence S 01°26'48" W a distance of 90.00 feet along said West line;
thence N 43°15'25" E a distance of 85.29 feet;
thence along a curve turning to the right,
with an arc length of 125.23 feet,
with a radius of 170.00 feet,
with a chord bearing of N 64°21'38" E,
with a chord length of 122.42 feet,
thence N 85°27'50" E a distance of 149.46 feet to the centerline of Desert Road;
thence N 04°32'10" W a distance of 60.00 feet along said centerline;
thence S 85°27'50" W a distance of 149.46 feet;
thence along a curve turning to the left,
with an arc length of 169.43 feet,
with a radius of 230.00 feet,
with a chord bearing of S 64°21'38" W,
with a chord length of 165.62 feet,
thence S 43°15'25" W a distance of 18.21 feet
to the point of beginning,
having an area of 0.48 acres as described.

Description authored by,
Vincent Popish
Independent Survey, Inc.
133 N. 8th St.
Grand Junction, CO 81501

SKETCH FOR DESCRIPTION



CITY OF GRAND JUNCTION
TAX PARCEL NUMBER
2967-231-00-944

L=169.43'
R=230.00'
 $\Delta=42^{\circ}12'25''$
C LEN=165.62'
BRG=S $64^{\circ}21'38''$ W

LEGEND

- FOUND 2 1/2" ALUMINUM CAP L.S. 12085
- FOUND MESA COUNTY SURVEY MARKER

Centerline existing Desert Road

Vincent A. Popish, LS 33650

CE $\frac{1}{6}$ Corner Sec. 23
Township 2 South, Range
1 East, Ute Meridian

S $43^{\circ}15'25''$ W
18.21'

20912 SQ. FT.
0.480 ACRES

2967-234-00-914

2967-234-00-110

BASIS OF BEARINGS (ASSUMED)
S $01^{\circ}26'48''$ W 1329.58'

P.O.B.

S $01^{\circ}26'48''$ W 90.00'

N $43^{\circ}15'25''$ E

S $01^{\circ}26'48''$ W

2967-234-00-070

SE $\frac{1}{6}$ Corner Sec. 23
Township 2 South, Range
1 East, Ute Meridian

L=125.23'
R=170.00'
 $\Delta=42^{\circ}12'25''$
C LEN=122.42'
BRG=N $64^{\circ}21'38''$ E

CITY OF GRAND JUNCTION
TAX PARCEL NUMBER
2967-231-00-944



Scale 1" = 40'

S $85^{\circ}27'50''$ W
149.46'

N $85^{\circ}27'50''$ E
149.46'

ABBREVIATIONS LIST
ROW=RIGHT OF WAY
P.O.B.=POINT OF BEGINNING
L.S.=LAND SURVEYOR

S=SOUTH
W=WEST
E=EAST
N=NORTH
SE=SOUTHEAST
CE=CENTEREAST
NE=NORTHEAST

L=LENGTH
R=RADIUS
 Δ =DELTA ANGLE
C LEN=CHORD LENGTH
BRG=CHORD BEARING

30' ROAD ROW, BOOK 1365, PAGE 789

N $04^{\circ}32'10''$ W
60.00'

Attach 3**Purchase of Property Located at 549 Noland Avenue
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Contract to Purchase Property at 549 Noland Avenue						
Meeting Date	December 20, 2006						
Date Prepared	December 14, 2006				File #		
Author	John Shaver			City Attorney			
Presenter Name	John Shaver			City Attorney			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: City staff has been negotiating with Dave Murphy for the sale of his property located at 549 Noland Avenue. (The purpose of this acquisition is to continue the revitalization efforts of the south downtown area.) The parties have reached a tentative agreement and a contract has been prepared for the City Manager to sign.

Budget: This purchase is a general fund expenditure and there are sufficient funds budgeted and available for the purchase.

Action Requested/Recommendation: City staff is requesting City Council to authorize the City Manager to sign the contract to purchase 549 Noland Avenue.

Attachment: Contract to Buy and Sell Real Estate (Commercial)

Background Information: Mr. Murphy approached City staff last summer to inquire whether the City would be interested in purchasing his property on which his business, Any Auto Wrecking, is located. It was previously determined by staff that the property was not needed for the Riverside Parkway Project; however, because the City owns the property to the west and because acquisition will assist in the City's efforts to revitalize south downtown, staff believes it would be in the City's best interests to acquire the property for this purpose.

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Date: **December 15, 2006**

Purchase Price: **\$650,000.00**
and other good and valuable consideration

1. AGREEMENT. Buyer agrees to buy, and the undersigned Sellers agree to sell, the Property defined below on the terms and conditions set forth in this Contract.

2. DEFINED TERMS.

a. Buyer. Buyer will take title to the real property described below as the **City of Grand Junction, a Colorado home rule municipality.**

b. Sellers. Sellers are Carl David Murphy and Verna Murphy.

c. Property. The Property is the commonly known and described as 549 Noland Avenue, tax schedule # **2945-232-03-018**, and legally described as Lots 8 and 12, Block 2 of the South 5th Street Subdivision, together with all improvements and attached fixtures appurtenant thereto, interests, easements, rights, benefits, improvements, all interest of Sellers in vacated streets and alleys adjacent thereto, except as herein excluded.

d. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 5	Title Deadline	January 15, 2007
2	§ 6a	Title Objection Deadline	January 22, 2007
3	§ 6b	Off-Record Matters Deadline	February 9, 2007
4	§ 6b	Off-Record Matters Objection Deadline	February 16, 2007
5	§ 7a	Seller's Property Disclosure Deadline	January 15, 2007
6	§ 7b	Inspection Deadline	March 1, 2007
7	§ 7c	Inspection Objection Deadline	May 8, 2007
8	§ 7d	Resolution Deadline	March 15, 2007
9	§ 8	Closing Date	July 15, 2007
10	§ 20	City Council Approval Deadline	March 21, 2007
11	§ 13	Possession Date	July 15, 2007
12	§ 24	Acceptance Deadline Date	December 31, 2006

e. Attachments. The following exhibits, attachments and addenda are a part of this Contract:

Attachment "A": General Warranty Deed

f. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this Contract.

3. INCLUSIONS AND EXCLUSIONS. The Purchase Price shall include all real property interests, easements, rights and benefits appurtenant to the Property.

4. PURCHASE PRICE AND TERMS. The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§	Purchase Price	\$650,000.00	
2	§	Earnest Money	-	\$ -
3	§	Cash at Closing		\$650,000.00
4		TOTAL	\$650,000.00	\$650,000.00

Note: If there is an inconsistency between the Purchase Price on the first page and this § 4, the amount in § 4 shall control.

5. EVIDENCE OF TITLE. On or before **Title Deadline** (§2d), Sellers shall cause to be furnished to the City Attorney, at Sellers' expense, a current commitment for owner's title insurance policy ("Title Commitment") in an amount equal to the Purchase Price, together with true and legible copies of all instruments referred to therein, including, but not limited to, true and legible copies of any plats, declarations, covenants, conditions and restrictions describing, affecting or burdening the Property and true and legible copies of any other documents listed in the schedule of exceptions ("Exceptions"). Sellers shall have the obligation to furnish the documents pursuant to this subsection without any request or demand by Buyer. The Title Commitment together with copies of such documents furnished pursuant to this Section shall constitute the title documents ("Title Documents"). The Title Documents shall set forth all matters of record necessary to permit a determination whether title is merchantable or satisfactory to Buyer. At Sellers' expense, Sellers shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. If a title insurance commitment is furnished, it shall commit to delete or insure over the standard exceptions which relate to:

- a. parties in possession,
- b. unrecorded easements,
- c. survey matters,
- d. any unrecorded mechanic's liens, and
- e. gap period (effective date of the Title Commitment to the date deed is recorded).

Any additional premium expense to obtain this additional coverage shall be paid by Sellers. Sellers shall cause the title insurance policy to be delivered to Buyer as soon as practicable, at or after Closing.

6. TITLE.

a. Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Sellers on or before the **Title Objection Deadline** (§2d), or within five (5) business days after receipt by Buyer of any change to the Title Documents or endorsement(s) to the Title Commitment together with a copy of the document(s) adding new Exception(s) to title, whichever is later. If Buyer does not mail its notice by

the date(s) specified above, Buyer shall be deemed to have accepted as satisfactory the condition of title as disclosed by the Title Documents.

b. Matters not Shown by the Public Records. Sellers shall deliver to the City Attorney, on or before the **Off-Record Matters Deadline** (§2d Item No.3), true copies of all lease(s), agreement(s), contract(s), notice(s) and surveys in Sellers' possession pertaining to or affecting the Property and shall disclose to the City Attorney all easements, liens or other title matters (including, without limitation, rights of first refusal and options) not shown by the public records of which Sellers have actual knowledge. The documents and information referred to in the preceding sentence shall constitute "Off-Record Matters." Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easements, unrecorded lease, or boundary line discrepancies). Written notice of any unsatisfactory condition(s) disclosed by Sellers or revealed by such inspection(s) shall be signed by or on behalf of Buyer and mailed to Sellers on or before the **Off-Record Matters Objection Deadline** (§2d Item No. 4). If Buyer does not mail Buyer's notice by said date, Buyer shall be deemed to have accepted the condition of title subject to such rights, if any, of third parties of which Buyer has actual notice.

c. Right to Object, Cure. If Sellers receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in §6a and 6b above, Sellers shall use reasonable efforts to correct said items and bear any nominal expense(s) to correct the same prior to Closing. If such unsatisfactory title condition is not corrected to Buyer's satisfaction on or before Closing, this Contract shall then terminate; provided, however, Buyer may, by written notice given to Sellers on or before Closing, waive objection to such items.

7. PROPERTY DISCLOSURE AND INSPECTION.

a. Sellers' Property Disclosure. On or before **Sellers' Property Disclosure Deadline** (§2d Item No. 5), Sellers agree to provide the City Attorney with a written disclosure of any and all adverse matters regarding the Property of which Sellers have current and actual knowledge.

b. Inspection. After Sellers have accepted this Contract, Buyer shall have the right, at Buyer's expense, to conduct inspections of the physical condition of the Property ("Inspections"). The Inspections may include, but not be limited to, boundary surveys, engineering surveys, soil samples and surveys, and environmental surveys which including sampling and testing of building materials. Environmental inspections shall be completed, on or before the Inspection Deadline (§2d Item No. 6).

c. Inspection Objection Deadline. If the physical condition of the Property is unsatisfactory as determined by Buyer's sole and subjective discretion, Buyer shall, on or before Inspection Objection Deadline (§2d Item No. 7) either:

- (1) notify Sellers in writing that this Contract is terminated, in which case all payments and things of value received hereunder shall be returned to Buyer, or

- (2) provide Sellers with a written description of any unsatisfactory physical condition which Buyer requires Sellers to correct, at no cost or expense to Buyer, before the Resolution Deadline (“Notice to Correct”).

d. Resolution Deadline. If a Notice to Correct is received by Sellers and if Buyer and Sellers have not agreed in writing to a settlement thereof on or before **Resolution Deadline** (§2d Item No. 8), this Contract shall terminate and all payments and things of value received hereunder shall be returned to Buyer, unless before such termination Sellers receive Buyer’s written withdrawal of the Notice to Correct.

e. Representations and Warranties Regarding Environmental Matters.

- (1) Sellers represent and warrant that:

- (a) Sellers have no current and actual knowledge of any Hazardous Material at, upon, under or within the Property or, to the best of Sellers’ knowledge, within any contiguous real estate and
- (b) Sellers shall not cause or permit to be introduced any Hazardous Material at, upon, under or within the Property from now until Closing.

- (2) The term "Hazardous Material" for the purposes of this Contract means:

- (a) any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Material Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto and replacements therefor; or
- (b) such substances, materials or wastes as are regulated by the Resource Conservation and Recovery Act of 1976 (RCRA) or the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) or any amendments thereto or orders, and regulations, directions, or requirements thereunder; or
- (c) "underground storage tanks," "petroleum," "petroleum by products," "regulated substance," "oil" or "used oil" as defined by Colorado law, including §25-7-101 et seq.; or
- (d) "hazardous waste" as defined by the Colorado Waste Act, C.R.S. §25-15-101 et seq., or by any regulations promulgated thereunder; or
- (e) Any substance the presence of whether on, in or under the Property is prohibited by any law similar to those set forth above; or
- (f) Any other substance which by law, regulation or ordinance requires special handling in its collection, storage, treatment or disposal.

- (3) Notwithstanding the definition set forth above, for purposes of this Contract, the term "Hazardous Material" does not include asbestos or asbestos containing materials in the building or fixtures on the Property or lead paint, if any, on the Property as of the date of this Contract.

- (4) To the best of Sellers' knowledge, as of the date of this Contract and as of the date of Closing, the Property (including land, surface water, ground water and improvements) is now and will then be free of all Hazardous Materials as defined herein.
- (5) Buyer represents and warrants that the completion of the Closing by Buyer shall evidence Buyer's acceptance of the physical condition, including the environmental condition, of the Property WHERE IS, AS IS, without warranty or representation from Sellers except as expressly stated in this Section 7.

f. Damage; Liens; Indemnity. Buyer is responsible for payment for all inspections, surveys, engineering reports or any other work performed at Buyer's request. Buyer shall pay for any damage which occurs to the Property as a result of such activities if Closing does not occur. Buyer shall not permit claims or liens of any kind against the Property for inspection, surveys, engineering reports and for any other work performed on the Property at Buyer's request if Closing does not occur. Buyer agrees to hold Sellers harmless from and against any liability, damage, cost or expense incurred by Sellers in connection with the Inspections. If Buyer has not acted in good faith or reasonably, Sellers may recover reasonable costs and expenses incurred by Sellers to enforce this subsection, including Sellers' reasonable attorney fees. The provisions of this subsection shall survive the termination of this Contract.

8. CLOSING. Delivery of deed from Sellers to Buyer shall be at Closing ("Closing"). Closing shall be on the date specified as **Closing Date** (§2d Item No. 9) or at an earlier date upon request of Buyer. The hour and place of Closing shall be as designated by mutual agreement between Sellers and Buyer.

9. TRANSFER OF TITLE. Subject to terms and provisions hereof, Sellers shall execute and deliver a good and sufficient General Warranty Deed (**Attachment "A"**) to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon. Title shall be conveyed subject to:

a. those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with §6a (Title Review);

b. the Off-Record Matters and those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with §6b (Matters not Shown by the Public Records);

10. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this transaction or from any other source.

11. CLOSING COSTS; DOCUMENTS AND SERVICES. Buyer and Sellers shall pay, in Good Funds, their respective Closing costs and all other items required to be paid at Closing, except as otherwise provided herein. Buyer and Sellers shall sign and complete all customary or reasonably required documents at or before Closing. Fees for real estate closing services shall be paid at Closing by One-Half by Buyer and One-

Half by Sellers. Any sales, use or other tax that may accrue because of this transaction shall be paid when due by the party so responsible under applicable law.

12. PRORATIONS. The following shall be prorated to the **Closing Date** (§8), except as otherwise provided:

a. Personal Property Taxes. Personal property taxes, if any, shall be paid by Sellers;

b. General Real Estate Taxes. General real estate taxes shall be prorated to the Closing Date based on the most recent mill levy and the most recent assessment;

c. Final Settlement. Unless otherwise agreed in writing, these prorations shall be final.

13. POSSESSION. Possession of the Property shall be delivered to Buyer on **Possession Date** (§2d Item No. 11), free and clear of any and all leases, tenancies and personal property, including but not limited to the Seller's business inventory of auto parts/salvage materials. The property shall be clean to the Buyer's satisfaction.

If Sellers, after Closing, fail to deliver possession as specified Sellers shall be subject to eviction and shall be additionally liable to Buyer for payment of \$500.00 per day from the **Possession Date** (§2d Item No. 11) until possession is delivered as required.

14. NOT ASSIGNABLE. This Contract shall not be assignable by Buyer without Sellers' prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of both parties.

15. INSURANCE, CONDITION OF, DAMAGE TO PROPERTY. Except as otherwise provided in this Contract, the Property shall be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to Closing, Sellers shall not be obligated to repair any damage prior to Closing.

16. LEGAL AND TAX COUNSEL; AMBIGUITIES.

a. Buyer and Sellers have each obtained the advice of its/their own legal and tax counsel regarding this Contract or have knowingly declined to do so.

b. The parties agree that the rule of construing ambiguities against the drafter shall have no application to this Contract.

17. TIME OF THE ESSENCE, DEFAULT AND REMEDIES. Time is of the essence hereof. If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedy:

a. If Buyer is in Default: Sellers may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Sellers, and Sellers may recover such damages as may be proper, or Sellers may elect to treat this contract as being in full force and effect and Sellers shall have the right to specific performance or damages or both.

b. If Sellers are in Default. Buyer may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performances or damages, or both.

c. Costs and Expenses. In the event of any arbitration or litigation relating to this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

18. MEDIATION. If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved thirty (30) calendar days from the date written notice requesting mediation is sent by one party to the other at the party's last known address. This section shall not alter any date in this Contract, unless otherwise agreed in writing.

19. TERMINATION. In the event this Contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to §7f (Damage; Liens; Indemnity), §17b (If Sellers are in Default), and §18 (Mediation).

20. ADDITIONAL PROVISIONS.

a. Section 1031 Exchange. This transaction is intended by both parties to qualify as a tax deferred exchange of like kind property under §1031 of the Internal Revenue Code. All terms and provisions of this Agreement shall be interpreted, if possible, to accomplish this purpose.

b. City Council Approval. The execution of this Contract by the City Manager of the City of Grand Junction, Colorado, and the City's obligation to proceed under its terms and conditions is expressly conditioned upon and subject to the formal approval of the Grand Junction City Council with regard to the terms, covenants, conditions, duties and obligations to be performed by the City in accordance with this Contract. In the event such approval is not obtained on or before March 21, 2007, this Agreement shall automatically terminate and both parties shall thereafter be released from all obligations hereunder.

By: _____, 2006
Verna Murphy Date of Seller's signature

Seller's Address:

Seller's Telephone Number:

Seller's Fax No.:

24. **COUNTER; REJECTION.** This offer is **Countered** **Rejected**

Initials only of party (Buyer or Sellers) who countered or rejected offer: _____

END OF CONTRACT

Attach 4

**Conduct of the Regular Municipal Election on April 3, 2007
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject		Conduct of the Regular Municipal Election on April 3, 2007				
Meeting Date		December 20, 2006				
Date Prepared		December 12, 2006			File #	
Author		Stephanie Tuin		City Clerk		
Presenter Name		Stephanie Tuin		City Clerk		
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: The City has adopted the Municipal Election Code. In order to conduct the election by mail ballot, the Council must authorize it pursuant to 1-7.5-104 C.R.S. and the City Clerk must submit a Written Plan outlining the details and responsibilities to the Secretary of State. It is recommended that the City again contract with Mesa County to conduct this election by mail ballot. They have the equipment on site and are able to prepare, mail out and process the ballots more efficiently than the City.

Budget: The County Elections Division estimates the cost of their contract to be no more than \$37,000. In addition, there will be publication of election notices and other miscellaneous costs which run about \$3,000. Total cost for the election is estimated at \$40,000, which is slightly under the budgeted amount.

Action Requested/Recommendation: Adopt Proposed Resolution which Authorizes the City Clerk as the Designated Election Official to Sign an Intergovernmental Agreement with Mesa County Clerk and Recorder and Approving a Mail Ballot Plan for the Conduct of a Mail Ballot for the Regular Municipal Election on April 3, 2007

Attachments:

Proposed Intergovernmental Agreement with Mesa County
Proposed Resolution including the Mail Ballot Plan

Background Information: Mail ballot election continues to be the City's best option for high voter turnout and efficient administration of the election. The City Clerk's Office and the County Elections Division work well together in this process and the citizens, for the most part, appreciate the convenience of a mail ballot election. Turn out is typically 50% or higher with mail ballots. Prior to mail ballots, the City averaged less than 20% turnout.

**INTERGOVERNMENTAL AGREEMENT
CITY OF GRAND JUNCTION
REGULAR MUNICIPAL ELECTION - APRIL 3, 2007**

The following shall represent the Intergovernmental Agreement ("Agreement") between the Mesa County Clerk and Recorder hereinafter referred to as ("Clerk") and the City of Grand Junction hereinafter referred to as ("Political Subdivision"), is authorized by C.R.S. 29-1-201.

1. PURPOSE: Pursuant to the terms of this Agreement, the Clerk and the Political Subdivision agree to the scheduling and conducting of a mail ballot Municipal Election on Tuesday, April 3, 2007 ("Regular Municipal Election") subject to the duties of the Political Subdivision. The Regular Municipal Election may involve more than one political subdivision with overlapping boundaries, and the Clerk shall serve as the Coordinated Election Official ("CEO") for all political subdivisions involved in the Municipal Election. The Political Subdivision has appointed Stephanie Tuin as its Designated Election Official ("DEO") who will have primary responsibility for election procedures that are the responsibility of Political Subdivision. The Municipal Election shall be held under the provisions of the Municipal Election Code (Title 31, Article 10 of the Colorado Revised Statutes) except as otherwise required by the Mail Ballot Elections Act, C.R.S. 1-7.5-101 or the rules promulgated by the Secretary of State.

2. PRECINCTS and VOTING LOCATIONS: Polling locations for the deposit of voted Mail Ballots not returned through the United States Postal Service will be those established by the Clerk. A walk-in ballot distribution site for handed mail-in ballots will be open at the Mesa County Elections Division office, 544 Rood Ave, third floor, beginning on Monday, March 12, 2007 , each business day thereafter from 8:00 a.m. to 5:00 p.m. through Monday April 2, 2007 and on Election Day, April 3, 2007 from 7:00 a.m. until 7:00 p.m.

The ballot drop box locations for voted ballots not returned through the United States Postal Service will be those designated by the Clerk as follows:

- City Clerk's Office at City Hall
 - Mesa County Elections Division at County Courthouse
 - Mesa County Clerk's branch at Mesa Mall
 - Mesa County Clerk's branch at the Mesa County Fairgrounds
3. APPOINTMENT OF ELECTION JUDGES: All election judges and/or deputy clerks shall be appointed and trained by the Clerk, except as

otherwise required by the City Charter or the Municipal Election Code.

4. LEGAL NOTICES: Publication of any required legal notices concerning Political Subdivision's election which are to be published prior to certification of the ballot content to the Clerk shall be the responsibility of the Political Subdivision. A copy of the published legal notice shall be submitted to the Clerk for her records. Publication of notices required by the City Charter, the Municipal Election Code and/or the Mail Ballot Election Act, which are to be published after certification of the ballot contents to the Clerk, shall be the responsibility of the Political Subdivision. Additional notices shall be the responsibility of the Political Subdivision. Notice to the Secretary of State, pursuant to C.R.S. 1-7.5-105 shall be the responsibility of the Political Subdivision, along with notice of the Political Subdivision's proposed plan.

If Political Subdivision is submitting a ballot issue concerning the creation of any debt or other financial obligation as contemplated in Article X, Section 20 of the Colorado Constitution, the Political Subdivision shall post notice of financial information as set forth in C.R.S. §1-7-908 on the Political Subdivision's website or, if the Political Subdivision does not maintain a website, at the Political Subdivision's chief administrative office no later than **March 14, 2007**, which is 20 days before the Municipal Election.

5. RECEIVING AND PROCESSING OF PETITIONS: Any necessary petition process for the Political Subdivision shall be the responsibility of same. The Clerk shall provide voter registration lists as required and requested by the City Clerk.
6. BALLOT CONTENT: In accordance with C.R.S. § 1-1-110(3) and 1-5-203(3)(a), the ballot content must be certified to the Clerk by Political Subdivision, in its exact form, no later than 5:00 p.m. on Friday, **February 2, 2007**. The ballot content may be delivered to the Clerk at the Elections Division, 544 Rood Avenue, Suite 301A, Grand Junction, CO 81501 or be mailed in sufficient time to arrive by such date to the Elections Division, P.O. Box 20,000, Grand Junction, CO 81502-5009. Time is of the essence. Ballot contents shall also be submitted in electronic format in MS Word. It is understood that the Mail Ballot Election Act requires the mailing of ballots between the 25th and 15th day prior to the election.
7. RECEIVING OF WRITTEN COMMENTS AS COVERED BY SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION: The City Clerk is solely responsible for the process of receiving written comments and summarizing such comments as are required by Section 20 of Article X of the Colorado Constitution ("TABOR").

8. RECEIVING OF PETITION REPRESENTATIVE'S SUMMARY OF COMMENTS: Receipt of the summary of comments from the petition representatives shall be the sole responsibility of the Political Subdivision. Pursuant to C.R.S. § 1-7-903(3), the summary of comments must be filed with the Political Subdivision no later than Monday, **February 19, 2007**.
9. PREPARATION AND MAILING OF NOTICES FOR BALLOT ISSUE ELECTIONS: Pursuant to C.R.S. § 1-7-904, the Political Subdivision shall certify the "Tabor Notice" information and the final and exact summary of comments concerning its ballot issue(s) to the Clerk no later than 5:00 p.m. on Tuesday, **February 20, 2007**, for inclusion in the ballot issue mailing as required by Section 20, Article X, of the Colorado Constitution. Data shall be transmitted to the Clerk in MS Word format. The Clerk shall coordinate the text for the ballot issue mailing for all participating Mesa County political subdivisions into one notice. Said ballot issue mailing shall be prepared and mailed by the Clerk in accordance with Article X, Section 20(3)(b) of the Colorado Constitution at least 30 days prior to the election, which deadline, pursuant to C.R.S. § 1-1-106(5), shall be Friday, **March 2, 2007**.
10. PREPARATION FOR MUNICIPAL ELECTION: The Clerk shall be responsible for preparing and printing the ballots and sample ballots for the Regular Municipal Election. Pursuant to the Grand Junction City Charter, 500 sample ballots will be printed. The Clerk will provide the DEO of the Political Subdivision with a proof of said ballot prior to printing for her final approval.
11. CONDUCT OF GENERAL ELECTION: The Clerk shall be responsible for the conduct of the Regular Municipal Election, pursuant to Title 31, Article 10 and Title 1, Article 7.5 of the Colorado Revised Statutes, including the appointment of watchers.
12. ABSENTEE VOTING: Completed applications for absentee ballots shall be transmitted to the Clerk at the following address for processing: Mesa County Elections Division, P.O. Box 20,000, Grand Junction, CO 81502-5009, or hand-delivered to the Mesa County Elections Division office at 544 Rood Avenue, Suite 301A, Grand Junction, CO 81501. The Clerk shall, upon receipt of such a request, mail a ballot package to the eligible elector in accordance with C.R.S. 1-7.5-104.
13. TABULATION OF BALLOTS: All processes relating to the tabulation of ballots shall be the responsibility of the Clerk. An unofficial abstract of votes will be provided to the political subdivision upon completion of the counting of all ballots on election night.
14. CANVASS OF VOTES: The canvass of votes will be the responsibility of

the City, pursuant to its Charter and shall be completed no later than April 5, 2007. The City shall issue its certificate(s) of election of candidates upon receipt of the official results from the Clerk.

15. ALLOCATION OF COST OF ELECTION: The Political Subdivision shall reimburse the Clerk for the TABOR notice and election costs incurred by the Clerk pursuant to this Agreement. Such reimbursement shall be made to the Clerk within thirty days of receipt of billing from the Clerk. The Clerk's determination regarding such costs shall be final and at her sole discretion and shall not be subject to dispute unless clearly unreasonable. In any event, the City shall not be obligated to reimburse the Clerk for more than \$39,000. A credit of \$1,700 will be applied to the cost of the Election.
16. INDEMNIFICATION: Political Subdivision agrees to indemnify and hold harmless the Clerk from any and all loss, costs, demands or actions, arising out of or related to any actions, errors or omissions of Political Subdivision in completing its responsibilities relating to the Regular Municipal Election.
17. AGREEMENT NOT EXCLUSIVE: The Clerk may enter into other substantially similar agreements with other cities for the conduct of other elections.
18. VENUE: Venue for any dispute hereunder shall be in the District Court of Mesa County, Colorado.

THIS AGREEMENT has been executed by the parties hereto as of the dates and year written below.

MESA COUNTY CLERK AND RECORDER

CITY OF GRAND JUNCTION
CITY CLERK

Janice Ward Rich

Stephanie Tuin

Date

Date

RESOLUTION NO. -06

A RESOLUTION AUTHORIZING A MAIL BALLOT ELECTION IN THE CITY OF GRAND JUNCTION REGULAR MUNICIPAL ELECTION ON APRIL 3, 2007, AUTHORIZING THE CITY CLERK TO SIGN THE INTERGOVERNMENTAL AGREEMENT WITH MESA COUNTY CLERK AND RECORDER AND APPROVING THE WRITTEN PLAN FOR THE CONDUCT OF A MAIL BALLOT ELECTION

RECITALS.

Pursuant to City Charter §3, the regular election for the City of Grand Junction is scheduled for April 3, 2007.

The City Council finds that conducting that election by mail ballot is the most efficient method for that election.

The City Council has designated the City Clerk as the Designated Election Official (DEO) for the special election.

The Mail Ballot Election Code, 1-7.5-101 et seq, C.R.S., specifically section 105, requires that the designated election official “shall notify the secretary of state no later than fifty-five days prior to the election. The notification shall include a proposed plan for the conducting the mail ballot election, . . .”

The Secretary of State has promulgated rules as to what is to be included in the plan.

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

1. The Regular Municipal Election for the City of Grand Junction is scheduled for April 3, 2007 and will be conducted by mail ballot.
2. That the City Clerk is hereby authorized to enter into an Intergovernmental Agreement with the Mesa County Clerk and Recorder for the conduct of said election.
3. The attached “Written Plan for the Conduct of a Mail Ballot Election” is approved for the April 3, 2007 Regular Election and that the City Clerk as the Designated Election Official be directed to submit such plan to the Secretary of State.

Approved this _____ day of _____, 2006.

President of the Council

ATTEST:

City Clerk

**WRITTEN PLAN FOR THE CONDUCT OF A
MAIL BALLOT ELECTION**

SUBMITTED BY: Stephanie Tuin, MMC, City Clerk

ELECTION ADMINISTRATOR FOR: City of Grand Junction

1. **LEGAL NAME OF JURISDICTION:** City of Grand Junction
2. **TYPE OF JURISDICTION:** A Home Rule Municipality
3. **DESCRIPTION OF ELECTION TO BE HELD:** Regular Municipal Election to be held on Tuesday, April 3, 2007
4. **AUTHORITY TO HOLD THIS ELECTION:** 31-10-101 et seq., C.R.S. and Article II, Secs. 3 through 25, City of Grand Junction Charter
5. **ESTIMATED NUMBER OF ELECTORS:** 27,345 active registered voters
6. **NAME OF CHIEF ELECTION ADMINISTRATOR:** Stephanie Tuin, City Clerk
7. **COUNTY CLERK AND RECORDER WILL:** (1) Assist in candidate nomination petition verification (completed in January), (2) Appoint and train all election judges and deputy clerks, (3) Prepare and mail ballot packets, including absentee ballots, (4) Receive and process all returned ballots, and (5) Count and tabulate the votes. The City Clerk has by Intergovernmental Agreement delegated and transferred to the County Clerk all power, authority and duties of a designated election official for this municipal election. In summary, the City Clerk will work with the candidates for election and certify the ballot content to the County Clerk. At that point, the County Clerk will take over responsibility for the election. The City Clerk will retain responsibility for working with the candidates on Fair Campaign Practices Act filings and candidates will still file all reports with the City Clerk. The City Clerk will resume responsibility for the election, once the votes have been tabulated.
8. **NUMBER OF PLACES OF DEPOSIT:** Four – see list attached as Exhibit “A”
9. **IF BALLOT PACKETS ARE RETURNED AS UNDELIVERABLE:** Undeliverable ballots will be tallied/recorded daily, entered as “REJECTED-UNDELIVERABLE” on the ballot distribution database, alphabetically slotted into trays marked “Undeliverable”, and secured in a locked area accessible only by clerks/election judges/deputy clerks. These ballots will not be remailed, but may be reissued to any addressee appearing in person at the Mesa County Elections Office, upon presentation of proper identification of registered elector and address.
10. **HOW POSTAGE WILL BE HANDLED FOR BALLOT PACKETS RETURNED AS UNDELIVERABLE:** Ballots will be mailed in accordance with both USPS and state statutory requirements, each envelope bearing “RETURN SERVICE REQUESTED”. This will guarantee return of “undeliverable” envelopes to the

Mesa County Elections Office. If a new address is identified by the yellow USPS label, the Elections Office will comply with 1-2-605(5) C.R.S.

11. PROCEDURES TO BE FOLLOWED TO ENSURE COMPLIANCE WITH STATUTES AND RULES INCLUDING NAMES OF THOSE RESPONSIBLE:

- a) Planning and procedural meetings will be held involving the County Clerk, the Elections Director, the Election Division staff, the City Clerk, and City Clerk staff. Title 1, Article 7.5 C.R.S. and the Secretary of State's Rules and Regulations will be reviewed and explained for implementation and administration of the State's mail ballot process. The State Statutes and the rules and regulations will be administered under the direct supervision of Sheila Reiner, County Elections Director, and Stephanie Tuin, the City Clerk. County Election Division staff will oversee temporary staff.
- b) Coordination and printing of any TABOR NOTICE will be supervised by Elections Director Shelia Reiner in accordance with Article X, Section 20(3)(b), with a mailing date no later than March 2, 2007.
- c) Absentee mail ballot applications will be processed for mail distribution on the date required by law and in accordance with the appropriate regulations. County Elections staff will process and issue absentee ballots.
- d) Mail ballot packages, including absentee ballots, will be prepared in accordance with the mail ballot election law and under the supervision of County Clerk Janice Rich and City Clerk Stephanie Tuin.
- e) Mail ballot packages for each eligible voter will be prepared and mailed no later than March 19, 2007 to all "active voters" that did not request absentee ballots. The ballot distribution system is fully automated for issue, receipt and tracking of ballots. Mesa County Elections Director Sheila Reiner will oversee this process. See Exhibit "B".
- f) Each business day, ballot envelopes received or returned to the Elections Office will be date-stamped and tallied for recordkeeping. Each envelope will then be preliminarily verified (first verification) for completion of necessary information (including name, address, and signature) and voter eligibility. The automated pollbook will be updated daily for each ballot received, indicating by code either accepted, rejected or undeliverable. Accepted ballot envelopes will be deposited into a "dated" and sealed ballot box. Rejected or undeliverable ballot envelopes will be filed alphabetically in trays in a locked room in a secured facility. Daily receipt, coding and securing of ballots will include those collected from each of the four designated drop off locations (see Exhibit "C" – BRANCH OFFICE MAIL BALLOT ACCOUNTING). Responsible persons for this process will be Director Sheila Reiner and employees of the County Elections Division Office.
- g) The official verification of ballots may begin on Saturday, March 24, 2007. Ballot boxes representing each day's receipt of accepted ballots shall be opened, the envelopes slit, and the ballot stub number in each envelope checked against the

ballot number issued. If acceptable, the ballot stub shall be removed, then the secrecy envelope removed and the ballot shall be placed in a transfer case. In the event a ballot is returned without a secrecy envelope (see Exhibit "I"), securities will be readily available for the election judge to enclose the ballot before removing it from the envelope. All transfer cases will be sealed, numbers recorded and stored in a secured facility. County Elections Director Sheila Reiner will oversee this aspect of the election.

- h) The Mesa County Elections Division designated "distribution site" at the old Mesa County Courthouse will be open for issue of ballots to "inactive voters", or the reissue of ballots to those who have spoiled, lost, moved, or for some reason did not receive a ballot for the period of 25 days prior to the election, beginning on Monday, March 12, 2007, and each business day thereafter from 8:00 a.m. to 5:00 p.m. through Monday April 2, 2007 and on Election Day, April 3, 2007 from 7:00 a.m. until 7:00 p.m. Anytime that a replacement ballot is issued, or a ballot is issued to an "inactive voter", a REQUEST FOR BALLOT/REPLACEMENT BALLOT, or substantially-like form (see Exhibit "D") sworn statement must be completed, with signatures gathered either in person at the County Elections Office or through the mail. Reissue ballots, or ballots issued to "inactive voters" through the mail will only be issued once a sworn statement has been received in accordance with 1-7.5-107(3)(d)(II) C.R.S.
- i) Mesa County Elections Office has flagged voters in compliance with SOS Rule 30.6, and SOS Rule 2.3. Envelopes of voters that are flagged as ID required in the voter registration system will have stamped clearly upon the front of their envelope the words "ID REQUIRED". In addition to their envelope being stamped the ID required voters will also receive an additional insert in their mail ballot packet. See Exhibit "J".

12. DESCRIBE PROCEDURES TO ENSURE BALLOT SECURITY:

- a) Ballot packages are prepared and stored in secured facilities by Election Division staff. Ballot packages are delivered to the mail handler where Election Division staff use equipment to seal the ballot packages. The packages are then processed in accordance with USPS regulations and state statutory provisions.
- b) Ballots, including pre-distribution and non-issued, will be kept in locked rooms on secured premises at all times. All election materials, ballots, ballot boxes, transfer cases and computers will be monitored during utilization by election judges and deputy clerks and placed under locked security each night. The area used for ballot processing adjoins the existing Elections Office, and Mesa County provides regular security. Only four keys to the critical ballot and materials areas exist, and those are held by election supervisors. All empty ballot boxes and transfer cases will be witnessed before and during both sealings (first and second verifications), including the recording of seal numbers.
- c) Ballots will be coded according to district for reporting purposes. There is only a single ballot type for this election so no coding is necessary for the ballot itself.

- d) At each drop off site (see Exhibit "A") there will be a locked ballot box. Each day any ballot boxes containing returned ballots will be delivered to the Mesa County Elections Office by sworn election staff.
 - e) All employees and election judges will be sworn in, affirming their adherence to the election statutes, rules and procedures. Observers (or watchers) will need to present completed forms, and the secured area is not accessible to the cleaning staff during the period of March 9th through April 4th. A sworn law enforcement officer will provide security services at the courthouse when ballots are ready for tabulation, and a security officer will be on the courthouse premises throughout the evening until all ballots have been counted and stored in the vault.
13. **DESCRIBE THE PROCEDURES FOR SIGNATURE VERIFICATION:** The very day each ballot envelope is received (initial verification), it will be verified for name, address and the presence of a signature. If any of the foregoing information does not correspond to the ballot issue record or if all information is not provided, the ballot will be rejected for discrepancies. The rejection will be coded on the automated pollbook and the envelope placed in alphabetical order in the "REJECTED" tray, which will be stored in the adjoining, secured facility. Periodic checks of signatures on record will be performed to ensure the integrity of the mail ballot election in the City of Grand Junction.
14. **DESCRIBE THE PROCEDURES TO ENSURE SECRECY OF BALLOTS:** A secrecy envelope will be enclosed with each ballot mailed to all active voters on or before March 19, 2007. The Voter Instructions will specifically ask voters to place the voted ballot in a secrecy envelope when returning the ballot. Ballots initially received are left in sealed envelopes until the final verification. At the time of final verification, when ballot stubs are removed, each election judge will have secrecy envelopes (Exhibit "I") to slip around any ballot (while it's still in the envelope) in the event the voter did not place his/her voted ballot in the secrecy envelope. Ballots rejected with the stub still attached will be alphabetized and locked away nightly. Every deputy clerk and election judge will be thoroughly trained on the vital importance and necessity of ballot security.
15. **DESCRIBE THE PROCEDURE TO RECONCILE BALLOTS ISSUED, BALLOTS RECEIVED, DEFECTIVE BALLOTS AND SUBSTITUTE BALLOTS:** Reconciliation will occur daily for every ballot issued and every ballot received using forms substantially like the DAILY RECONCILIATION FORM (see Exhibit "E") and the DAILY RUNNING TOTAL (See Exhibit "F"). Reconciliation will be automated as well as manual, and each day's current status will be available by 9 am the following morning. A form substantially like the FINAL DISPOSITION OF MAIL BALLOT ELECTION (see Exhibit "G") will reflect the number of ballots issued and reissued, less the number of ballots accepted, less the number rejected, less the number undeliverable, less the number of ballots returned after the deadline and/or never returned, which will equal the total number of ballots issued. Additionally, a STATEMENT OF BALLOTS (see Exhibit "H") will be placed in each sealed transfer case to assure verification with tabulation and the canvass board. Many safeguards have been built into the procedures; and yet the ability to immediately explain and /or access any ballot discrepancy will exist.

Computer printouts will be compared daily to written copies to ensure tracking accuracy. The Elections Division of Mesa County is hereby authorized to use other forms to capture the same information as included on the example forms attached to this plan, as they deem appropriate.

DATE OF SUBMISSION: _____

ELECTION OFFICIAL SIGNATURE: _____

TITLE: City Clerk/DEO

TIMETABLE ENCLOSED

TIMETABLE
For the conduct of a Mail Ballot Election
(Rule 12.3.3.b)

Please indicate dates by which each item will be completed

<u>12/20/06</u>	Written Plan submitted to governing body.	Rule 12.3.2
<u>12/20/06</u>	Election approved by governing body.	Rule 12.3.3b
no later than <u>02/07/07</u>	Submission of written plan to Secretary of State (55 days prior to election)	1-7.5-105(1) Rule 12.3.2
<u>02/22/07</u>	Last date for approval by Secretary of State (15 days after receipt in Secretary of State's office)	1-7.5-105(2)
<u>02/22/07</u>	Registration records ordered by designated election official from County Clerk and Recorder (at least 40 days prior to election)	1-5-303(1)
<u>03/02/07</u>	List of electors submitted to election official (at least 30 days prior to election)	1-7.5-107(2)(a)
<u>03/05/07</u>	Close of registration (29 days prior)	1-2-201(3)
<u>03/09/07</u> through <u>03/19/07</u>	Ballots mailed (not sooner than 25 days and no later than 15 days prior)	1-7.5-107(3)(a)
<u>03/09/07</u>	Ballots available at election official's office (no sooner than 25 days prior)	1-7.5-107(3)(c)
<u>03/14/07</u>	Notice of election to electorate (at least 20 days prior) with copy to County Clerk	1-5-205(2) 1-7.5-107(2.5)
<u>03/14/07</u>	Notice of election to County Clerk & Recorder	Rule 12.3.1a
<u>NA</u>	Notice of election to County Assessor	1-5-304
<u>03/14/07</u> 107(2.5)(a)	Publish Notice of Election	1-7.5-
<u>03/14/07</u>	Supplemental list of electors submitted (at least 20 days prior)	1-7.5-107(2)(b)
<u>03/24/07</u>	Verification of ballot numbers to pollbook (may begin at any time during the 10 days before)	1-7.5-107.5

04/03/07

Election day

**31-10-108
City Charter,**

§3

04/05/07

Canvass dates/certification issued

City Charter,

§25

(canvass no later than 2 days after the election)

Rule 12.12

Exhibit "A"

PLACES TO DEPOSIT MAIL BALLOTS

City Clerk's Office
City Hall
250 N. 5th Street
Grand Junction, Co. 81501

Mesa County Elections Office
Old Mesa County Courthouse
544 Rood Avenue
Grand Junction, Co. 81501

Mesa County Clerk's Office (Motor Vehicle Division)
Mesa Mall
2424 Hwy 6 & 50, #414
Grand Junction, Co. 81505

Orchard Mesa County Clerk's Branch
Mesa County Fairgrounds
2775 Hwy 50
Grand Junction, Co. 81503

EXHIBIT "B"

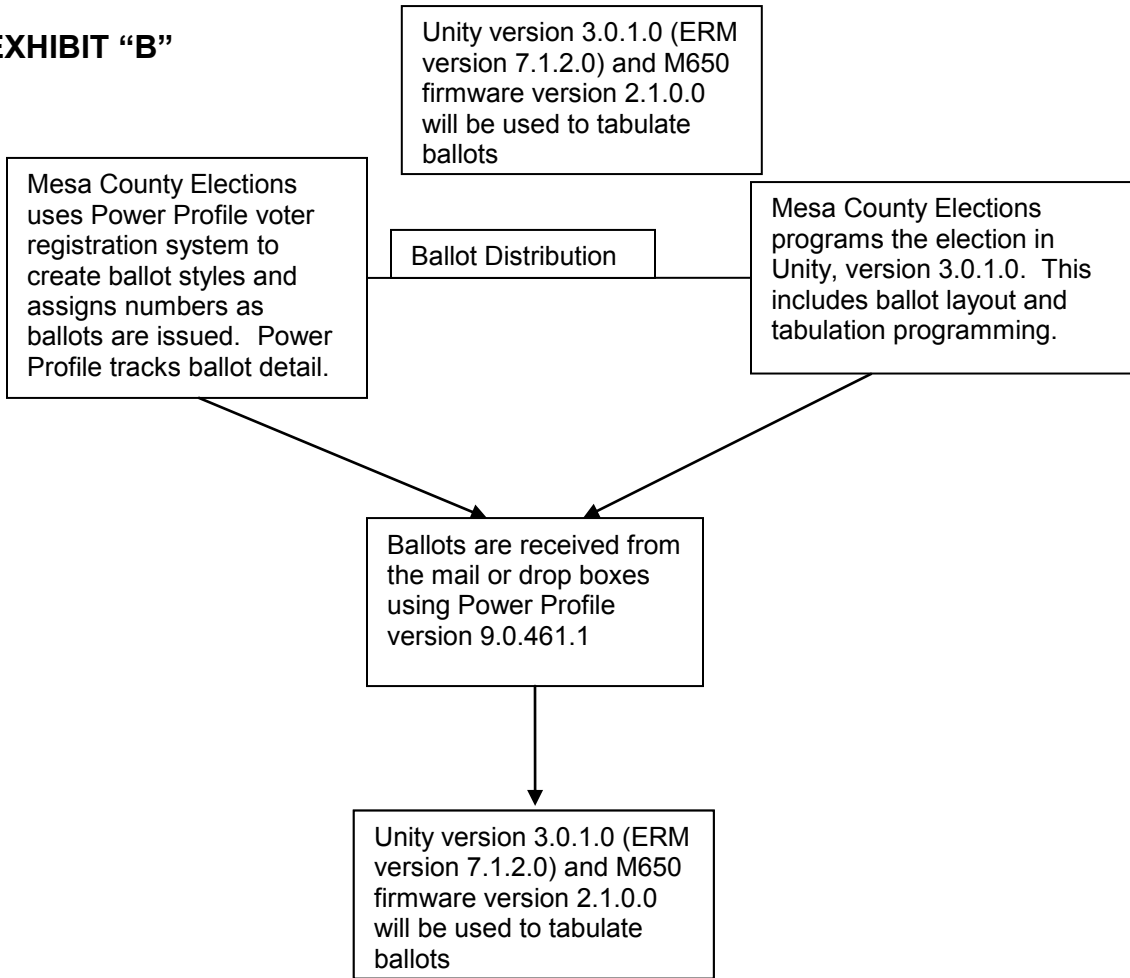


EXHIBIT "C"

BRANCH OFFICE MAIL BALLOT ACCOUNTING

April 3, 2007 Regular Municipal Election

Branch Location: _____ Date _____

Seal Number: _____ Judge's signature: _____

Total ballots received _____

Received by _____

EXHIBIT "D"

Request for Ballot

Original ballot number _____

April 3, 2007

Replacement number _____

Date _____

I _____, registered elector of the City of Grand Junction

at _____

Residence Address

City/Town

Zip

Request a ballot for the April 3, 2007 Regular Municipal Election for the following reason(s) (circle as applicable):

I was not issued a ballot due to eligibility (Voter record shown as inactive)

REQUEST FOR REPLACEMENT BALLOT

I have not as of this date received the ballot packet mailed to me

The ballot I received was destroyed or marked incorrectly

I have not voted a ballot issued for this election and I do not intend to vote except by voting this replacement ballot.

The original ballot issued me will not be cast and if the original and the replacement ballot are cast, neither will be counted in this election.

I understand that this sworn statement must be included in the return verification envelope with the marked ballot and must be received by 7:00 p.m. on Election Day for this replacement ballot to be counted.

SIGN _____
HERE

Date of Birth _____

STATE OF COLORADO, COUNTY OF MESA, SS:

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2007.

Clerk/Deputy/Notary

(Seal)

My Commission expires

Exhibit "E"

**CITY OF GRAND JUNCTION
JUDGES DAILY RECONCILIATION OF MAIL BALLOTS**

_____, **200_ ELECTION**

(Date)

1. Total number of ballots received _____
Information on return envelope verified Yes _____ No _____
2. Less number ballots rejected in first verification
-insufficient information on return verification envelope _____
3. Less number ballots rejected in second verification
-ballot number does not match poll book _____
4. Equals total number ballots approved for final
1-2-3 = 4 _____

Spoiled ____ Undeliverable ____ **Rejected Ballots:** Incomplete _____ **2nd Rejected:**
Signature _____ No Stub _____
Damaged _____ Unmatched ____
Total rejected ballots _____ Total 2nd Rejected _____

Hand count _____ Judge's Int _____
Electronic count _____ Judge's Int _____
Seal Number _____ Judges Signature _____

Seal Number _____ Judge's Signature _____
Date of reseal _____ _____

EXHIBIT "F"

**CITY OF GRAND JUNCTION
DAILY RUNNING TOTAL**

_____, 200__ ELECTION

Received Date

Daily:

Number of Original Mailings	_____
Number of spoiled Ballots	_____
Number of ballots reissued / issued late	_____
Number of ballots received	_____
Number of ballots approved for final count	_____

Total:

1.	Number of Original Mailings	_____
2.	Number of ballots reissued / issued late	_____
3.	Number of ballots spoiled	_____
	Total ballots issued 1+2-3=	_____

Total of ballots received	_____
Total rejected ballots	_____
Total Spoiled:	_____
Total Undeliverable:	_____
Total of ballots approved for final count	_____

EXHIBIT "G"

CITY OF GRAND JUNCTION
FINAL DISPOSITION OF MAIL BALLOT ELECTION

_____, 200__ ELECTION

ISSUED: _____
REISSUED: _____

ACCEPTED: _____

REJECTED: _____

SPOILED _____

INCOMPLETE _____

DAMAGED _____

SIGNATURE _____

UNMATCHED _____

NO STUB _____

UNDELIVERABLE _____

RETURNED AFTER DEADLINE _____

NEVER RETURNED _____

EXHIBIT "H"

**STATEMENT OF BALLOTS
MAIL BALLOT ELECTION
April 3, 2007**

CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

DATE OF BALLOT RECEIPT _____

NUMBER OF BALLOTS RECEIVED _____

NUMBER OF BALLOTS IN THIS TRANSFER CASE _____

TRANSFER CASE FOR THIS DAY'S RECEIPTS _____ OF _____

SEAL # _____

JUDGES SIGNATURES

TEAMWORK COUNT

DRAFT of Secrecy Sleeve

Exhibit "I"

<p>FIRST TIME VOTERS WHO REGISTER BY MAIL TO VOTE IN THE STATE OF COLORADO If you registered to vote for the first time in the State of Colorado by mail, and you have not previously voted in the county, a copy of one of the following forms of identification may be required with your mail ballot or absentee ballot:</p> <ul style="list-style-type: none">• A valid Colorado driver's license;• A valid identification card issued by the department of revenue;• A valid United States passport;• A valid employee identification card with a photograph of the eligible elector issued by any branch, department, agency, or entity of the United States government or of this state, or by any county, municipality, board, authority, or other political subdivision of this state;• A valid pilot's license issued by the federal aviation administration or other authorized agency of the United States;• A valid United States military identification card with a photograph of the eligible elector;• A copy of a current utility bill, bank statement, government check, paycheck, or other government document that shows the name and address of the elector;• A valid Medicare or Medicaid card issued by the United States health care financing administration;• A certified copy of a birth certificate for the elector issued in the United States; or• Certified documentation of naturalization. <p>Any form of identification that shows the address of the eligible elector shall be considered identification only if the address is in the state of Colorado.</p> <p>HOW DO I KNOW IF I AM A FIRST TIME VOTER WHO REGISTERED BY MAIL? PLEASE CHECK FOR A RED "ID REQUIRED" STAMP BY YOUR NAME ON THE FLAP OF THE RETURN ENVELOPE TO SEE IF YOU ARE REQUIRED TO SEND A PHOTOCOPY OF YOUR ID.</p> <p>If you are a FIRST TIME VOTER WHO REGISTERED BY MAIL TO VOTE IN THE STATE OF COLORADO (see above) for a list of acceptable forms of identification. IMPORTANT: Place your ID photocopy and Secrecy Sleeve (containing your voted ballot) in the OFFICIAL RETURN ENVELOPE. DO NOT PLACE YOUR ID PHOTOCOPY IN THE SECRECY SLEEVE WITH YOUR VOTED BALLOT.</p> <p>DESIGNATED DROP OFF SITE INFORMATION On Election Day, all drop off sites are open 7:00 a.m. to 7:00 p.m.</p> <ul style="list-style-type: none">♦ Mesa County Elections Office Old Mesa County Courthouse 544 Rood Avenue, Grand Junction Open weekdays 8:00 am to 5:00 pm♦ City Clerk's Office City Hall 250 N 5th St, Grand Junction Open weekdays 7:30 am to 5:30 pm♦ Mesa County Clerk's Office (Motor Vehicle Division) Mesa Mall 2424 Hwy 6 & 50, #414, Grand Junction Open weekdays 7:30 am to 4:30 pm♦ Orchard Mesa County Clerk's Branch Mesa County Fairgrounds 2775 Hwy 50, Grand Junction Open weekdays 7:30 am to 4:30 pm	<p>Secrecy Sleeve and Voter Instructions CITY OF GRAND JUNCTION REGULAR MUNICIPAL ELECTION APRIL 3, 2007</p> <p>DEADLINE FOR RETURNING VOTED BALLOTS Ballots must be received by the Mesa County Clerk & Recorder's Office by 7:00 p.m. on Election Day in order for your votes to be counted. Ballots received after 7:00 p.m. on Election Day will not be counted. Postmarks do not count as received.</p> <p>RETURN POSTAGE REQUIRED You may return your voted ballot by mail or you may hand deliver your ballot to a Designated Drop Off Site (see reverse side for Designated Drop Off Site locations and schedules). If you choose to return your voted ballot by mail, you must affix (TBD) postage.</p> <p>BALLOT PACKET CONTENTS This is your Official Ballot Packet for the 2007 Regular Municipal Election. This packet contains the following items:</p> <ul style="list-style-type: none">• Official Ballot• Secrecy Sleeve and Voter Instructions• Official Return Envelope <p>INSTRUCTIONS</p> <ol style="list-style-type: none">1. To ensure that your vote(s) are counted correctly, it is important that you follow all the voting instructions shown on your ballot.2. After you have marked all your voting choices and finished voting<ul style="list-style-type: none">• Refold your ballot exactly as you received it.• Place your voted ballot in this Secrecy Sleeve.• Place this Secrecy Sleeve (with voted ballot) into the Official Return Envelope. Be sure you place your Secrecy Sleeve (with voted ballot) into your Official Return Envelope and have not in error placed it in another family members' envelope.• Only one voter's ballot is permitted in your Official Return Envelope. If more than one ballot is placed in your Official Return Envelope, none of the ballots will be counted.• If you are a first time voter who registered to vote in the State of Colorado by mail, you must enclose a photocopy of your identification in the Official Return Envelope. Do not place your ID photocopy in the Secrecy Sleeve with your voted ballot. (See HOW DO I KNOW IF I AM A FIRST TIME VOTER WHO REGISTERED BY MAIL section on reverse side).• Sign and date the AFFIDAVIT OF VOTER located on the backside of the Official Return Envelope.• See reverse side for DESIGNATED DROP OFF SITE INFORMATION <p>AFFIDAVIT OF VOTER I state under penalty of perjury that I am an eligible elector, that I reside at the address indicated on my application for an absentee ballot, that I have not and will not cast any vote in this election except by the enclosed ballot, and that my ballot is enclosed in accord with the provisions of the "Uniform Election Code of 1992."</p> <p>X <u>George Washington</u> Voter's Signature - (Signature Required)</p> <p>TODAY'S DATE <u>July 4, 1776</u></p> <p>* Witness _____ <small>* In case of applicant's disability or inability to sign personally, his/her mark shall be witnessed by another.</small></p> <p>By law, your signature is required on the AFFIDAVIT OF VOTER (located on the backside of the Official Return Envelope). If you do not sign the affidavit, your ballot will not be counted.</p>
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Exhibit “J”

TO ALL FIRST TIME VOTERS WHO HAVE REGISTERED TO VOTE BY MAIL BUT WHO HAVE NOT SUBMITTED THE REQUIRED PROOF OF IDENTIFICATION:

SPECIAL INSTRUCTIONS:

Below you will find the legal requirements for first time voters who register by mail. If you have not previously voted in an election in your county and you registered to vote by mail and did not submit the required proof of identification, you must submit a copy of one of the acceptable forms of identification (specified below) in the enclosed Return Envelope.

The approved forms of identification must show your address as being in the state of Colorado. Do not include original documents with this envelope.

ENCLOSE A COPY OF YOUR IDENTIFICATION, IN THE RETURN ENVELOPE, NOT IN THE SECRECY SLEEVE OR SECRECY ENVELOPE.

First Time Voters Who Register By Mail

If you registered to vote for the first time in your county by mail, and you have not previously voted in the county,

a copy of one of the following forms of identification is required with your mail ballot or absentee ballot if you

did not provide the information with your registration application:

- A valid Colorado driver’s license; or
- A valid Colorado Department of Revenue identification card; or
- A valid U.S. passport; or
- A valid employee identification card with a photograph of the eligible elector issued by any branch, department, agency, or entity of the United States government or of this state, or by any county, municipality, board, authority, or other political subdivision of this state; or
- A valid pilot’s license issued by the federal aviation administration or other authorized agency of the United States; or
- A valid U.S. Military Identification card with photograph; or
- A copy of a current utility bill, bank statement, government check, paycheck, or other governmental document that shows the name and address of the elector (a cable bill), a telephone bill, documentation from a public institution of higher education in Colorado containing at least the name, date of birth, and residence address of the student elector, or a paycheck from a government institution or a private company are sufficient forms of ID; or
- A valid Medicare or Medicaid card; or
- A certified copy of a U.S birth certificate, or Certified documentation of naturalization.

IF YOU DID NOT SUBMIT PROOF OF IDENTIFICATION WITH YOUR MAIL-IN REGISTRATION FORM, YOU WILL BE REQUIRED TO PROVIDE PROOF OF IDENTIFICATION USING THE TYPES OF IDENTIFICATION DESCRIBED ABOVE WITH YOUR VOTED MAIL OR ABSENTEE BALLOT.

Attach 5
Conduct of the DDA TIF Bond Election on April 3, 2007
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Conduct of the DDA TIF Bond Election on April 3, 2007					
Meeting Date		December 20, 2006					
Date Prepared		December 12, 2006			File #		
Author		Stephanie Tuin		City Clerk			
Presenter Name		Stephanie Tuin		City Clerk			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: In order for additional bonds to be issued under Tax Increment Financing (TIF), a question must be presented to the qualified electors of the DDA for approval. The City Council has the option of conducting the DDA TIF election by mail ballot in-house, apart from the regular spring election.

Budget: The estimated budget for the City to conduct a mail ballot and coordinate the TABOR issue with the County is around \$3,500. There are notice requirements and reporting requirements that may cost an additional \$700. The election will be paid for out of TIF capital fund.

Action Requested/Recommendation: Adopt Proposed Resolution which Authorizes the City Clerk as the Designated Election Official to Sign an Intergovernmental Agreement with Mesa County Clerk and Recorder to Prepare and Distribute the TABOR Notice and Approving a Mail Ballot Plan for the Conduct of a Mail Ballot on April 3, 2007

Attachments:

Proposed Intergovernmental Agreement for the TABOR Notice
 Proposed Resolution including the Mail Ballot Plan

Background Information: The City Council intends to submit to the qualified electors within the DDA on April 3, 2007 a question to allow additional bonds to be issued under Tax Increment Financing. It has been recommended that the election be conducted as an in-house mail ballot. Since the ballot question is a TABOR question, a TABOR notice must still be prepared and mailed out. Contracting with the County to prepare and mail the TABOR notice is the most

efficient method for distributing the notice. Also, in order to conduct a mail ballot, the City must submit a written plan for the conduct of the election, aka a "Mail Ballot Plan", to the Secretary of State for approval.

The resolution and mail ballot plan are required by the Mail Ballot Election law. The Mail Ballot Plan assures the Secretary of State that proper procedures will be followed and that adequate security measures are in place to ensure voter secrecy and ballot integrity.

**INTERGOVERNMENTAL AGREEMENT
DOWNTOWN DEVELOPMENT AUTHORITY,
CITY OF GRAND JUNCTION
SPECIAL ELECTION – APRIL 3, 2007**

The following shall represent the Intergovernmental Agreement ("Agreement") between the Mesa County Clerk and Recorder hereinafter referred to as ("Clerk") and the City of Grand Junction, Downtown Development Authority, hereinafter referred to as ("Political Subdivision"), as required by C.R.S. 1-7-116(2).

1. PURPOSE: Pursuant to the terms of this Agreement, the Clerk and the Political Subdivision agree to the scheduling and coordination of a "TABOR" notice as required by the Colorado Constitution, Article X, Section 20, the Colorado Revised Statutes and Secretary of State Rules for a Special Election to be conducted by the Political Subdivision on April 3, 2007. The "TABOR" notice may involve more than one Political Subdivision with overlapping boundaries, and the Clerk shall serve as the Coordinated Election Official (CEO) for all political subdivisions involved in this notice. The "Designated Election Official" (DEO) for the Political Subdivision shall be Stephanie Tuin, Acting as Secretary for the Downtown Development Authority, who will have primary responsibility for election procedures that are the responsibility of the Political Subdivision.
2. LEGAL NOTICES: Publication of any required legal notices concerning Political Subdivision's election, including a notice of financial information as set forth in C.R.S. 1-7-908 on Political Subdivision's website no later than **March 14, 2007**, which is 20 days before the Special Election. A copy of the published legal notice shall be submitted to the Clerk.
3. RECEIVING OF WRITTEN COMMENTS AS COVERED BY SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION: Pursuant to C.R.S. 1-7-901, the process of receiving written comments and summarizing such comments, as required by Section 20 of Article X of the Colorado Constitution, shall be solely the responsibility of Political Subdivision.

INTERGOVERNMENTAL AGREEMENT
DOWNTOWN DEVELOPMENT AUTHORITY
SPECIAL ELECTION – APRIL 3, 2007

4. RECEIVING OF PETITION REPRESENTATIVE'S SUMMARY OF COMMENTS: Receipt of the summary of comments from the petition representatives shall be the sole responsibility of the Political Subdivision. Pursuant to §1-7-903(3), C.R.S. the summary of comments must be filed with the Political Subdivision no later than Monday, **February 19, 2007**.
5. PREPARATION AND MAILING OF NOTICES FOR BALLOT ISSUE ELECTIONS: Pursuant to §1-7-904, C.R.S. (2005), Political Subdivision shall certify the "Tabor Notice" information and the final and exact summary of comments concerning its ballot issue(s) to the Clerk no later than 5:00 p.m. on Tuesday, **February 20, 2007**, for inclusion in the ballot issue mailing as required by Section 20, Article X, of the Colorado Constitution. Time is of the essence. Data shall be transmitted to the Clerk electronically in MS Word. The Clerk shall coordinate the text for the ballot issue mailing for all participating Mesa County political subdivisions into one notice. Said ballot issue mailing shall be prepared and mailed by the Clerk in accordance with Article X, Section 20(3)(b) of the Colorado Constitution at least 30 days prior to the election, which deadline, pursuant to §1-1-106(5), C.R.S. (2005) shall be Friday, **March 2, 2007**.
6. ALLOCATION OF COST OF ELECTION: Pursuant to C.R.S. 1-7-116(2)(b), the Clerk shall determine a reasonable cost allocation for each political subdivision participating in the Election. Each political subdivision shall reimburse the Clerk for its proportionate share of the cost of the TABOR notice and election costs allocated to the particular political subdivision. Such reimbursement shall be made to the Clerk within thirty (30) days of receipt of billing from the Clerk. The Clerk's determination regarding allocation of costs shall be final and at her sole discretion and shall not be subject to dispute unless clearly unreasonable.
7. INDEMNIFICATION: Political Subdivision agrees to indemnify and hold harmless the Clerk from any and all loss, costs, demands or actions, arising out of or related to any actions, errors or omissions of Political Subdivision in completing its responsibilities relating to

INTERGOVERNMENTAL AGREEMENT
DOWNTOWN DEVELOPMENT AUTHORITY
SPECIAL ELECTION - APRIL 3, 2007

the Election.

8. VENUE: Venue for any dispute hereunder shall be in the District Court of Mesa County, Colorado.

THIS AGREEMENT has been executed by the parties hereto as of the dates and year written below.

MESA COUNTY CLERK AND RECORDER

DOWNTOWN DEVELOPMENT
AUTHORITY DEO

Janice Rich

Stephanie Tuin

Date

Date

RESOLUTION NO. -06

A RESOLUTION AUTHORIZING A MAIL BALLOT ELECTION IN THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY FOR THE APRIL 3, 2007 SPECIAL ELECTION, AUTHORIZING THE CITY CLERK TO SIGN THE INTERGOVERNMENTAL AGREEMENT WITH MESA COUNTY CLERK AND RECORDER AND APPROVING THE WRITTEN PLAN FOR THE CONDUCT OF A MAIL BALLOT ELECTION

RECITALS.

The City Council for the City of Grand Junction has scheduled a special election within the Downtown Development Authority for April 3, 2007.

The City Council finds that conducting that election by mail ballot is the most efficient method for that election.

The City Council has designated the City Clerk as the Designated Election Official (DEO) for the special election.

The Mail Ballot Election Code, 1-7.5-101 et seq, C.R.S., specifically section 105, requires that the designated election official "shall notify the secretary of state no later than fifty-five days prior to the election. The notification shall include a proposed plan for the conducting the mail ballot election, . . ."

The Secretary of State has promulgated rules as to what is to be included in the plan.

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

1. The Special Election for the Downtown Development Authority is scheduled for April 3, 2007 and will be conducted by mail ballot.
2. That the City Clerk is hereby authorized to enter into an Intergovernmental Agreement with the Mesa County Clerk and Recorder for the printing and distribution of the required TABOR notice.
3. The attached "Written Plan for the Conduct of a Mail Ballot Election" is approved for the April 3, 2007 Special Election and that the City Clerk as the Designated Election Official be directed to submit such plan to the Secretary of State.

Approved this _____ day of _____, 2006.

President of the Council

ATTEST:

City Clerk

**WRITTEN PLAN FOR THE CONDUCT OF A
MAIL BALLOT ELECTION**

SUBMITTED BY: Stephanie Tuin, City Clerk

**ELECTION ADMINISTRATOR FOR: Downtown Development Authority, a
Part of the City of Grand Junction, Colorado**

16. **LEGAL NAME OF JURISDICTION:** Grand Junction Downtown Development Authority, a part of the City of Grand Junction, Colorado
17. **TYPE OF JURISDICTION:** An Authority as defined in 31-25-802, C.R.S.
18. **DESCRIPTION OF ELECTION TO BE HELD:** Special Election on a Ballot Issue to be held on Tuesday, April 3, 2007
19. **AUTHORITY TO HOLD THIS ELECTION:** 31-10-108 C.R.S. and 31-25-807(1)(b), C.R.S.
20. **ESTIMATED NUMBER OF ELECTORS:** 800 qualified electors as defined in 31-25-802 C.R.S., Exhibit "F" may be used to designate a qualified voter under 31-25-802 (9) C.R.S.
21. **NAME OF CHIEF ELECTION ADMINISTRATOR:** Stephanie Tuin, City Clerk, Acting Secretary for the Authority and Designated Election Official (hereinafter "D.E.O.")
22. **COUNTY CLERK AND RECORDER WILL:** provide registration lists, assist as requested and print and distribute the required TABOR notice. An intergovernmental agreement has been executed for that purpose.
23. **NUMBER OF PLACES OF DEPOSIT:** One - City Clerk's Office at City Hall at 250 North 5th Street, Grand Junction, Co. 81501
24. **IF BALLOT PACKETS ARE RETURNED AS UNDELIVERABLE:**
Undeliverable ballots will be tallied/recorded on the DAILY RECONCILIATION OF MAIL BALLOTS (see Exhibit "A"), entered as "U" on the ballot distribution database, alphabetically slotted into trays marked "Undeliverable", and secured in a locked box accessible only by clerks/election judges/deputy clerks. These ballots will not be remailed, but may be reissued to any addressee appearing in person at the City Clerk's Office, upon presentation of proper identification of qualified elector and address.
25. **HOW POSTAGE WILL BE HANDLED FOR BALLOT PACKETS RETURNED AS UNDELIVERABLE:** Ballots will be mailed in accordance with both USPS and state statutory requirements, each envelope bearing

“RETURN SERVICE REQUESTED” as per the Domestic Mail Manual, Section F, 010.5.3. This will guarantee return of “undeliverable” envelopes to the City Clerk’s Office. If a new address is identified by the yellow USPS label, the D.E.O. will comply with 1-2-605(5) C.R.S.

26. PROCEDURES TO BE FOLLOWED TO ENSURE COMPLIANCE WITH STATUTES AND RULES INCLUDING NAMES OF THOSE RESPONSIBLE:

- i) Planning and procedural meetings will be held involving the D.E.O. and D.E.O. staff. Title 1, Article 7.5 C.R.S. and the Secretary of State's Rules and Regulations will be reviewed and explained for implementation and administration of the state’s mail ballot process. The State Statutes and the rules and regulations will be administered under the direct supervision of Stephanie Tuin, the D.E.O. Additional staff may be required for this mail ballot election and hired as judges for the final tally of the ballots. The County Elections Director and/or the County Clerk may be consulted as needed.
- j) Printing and mailing of the TABOR NOTICE will be coordinated with Mesa County as required by law. County Elections Director Sheila Reiner will supervise this in accordance with Article X, Section 20(3)(b), with a mailing date no later than March 2, 2007.
- k) Absentee mail ballot applications will be processed for mail distribution on the date required by law and in accordance with the appropriate regulations.
- l) Mail ballot packages, including absentee ballots, will be prepared in accordance with the mail ballot election law and under the supervision of D.E.O. Stephanie Tuin.
- m) Mail ballot packages for each eligible voter will be prepared and mailed no later than March 19, 2007 to all “active voters” that did not request absentee ballots. The ballot distribution system for this election will be manual and D.E.O. Stephanie Tuin will oversee this process. There are 800 eligible electors.
- n) Each business day, ballot envelopes received or returned to the Elections Office (City Clerks Office) will be date-stamped and tallied for recordkeeping. Each envelope will then be preliminarily verified (first verification) for completion of necessary information (including name, address, and signature) and voter eligibility. The pollbook will be updated daily for each ballot received, indicating by code either accepted, rejected or undeliverable. Accepted ballot envelopes will be deposited into a

“dated” and sealed ballot box. Rejected or undeliverable ballot envelopes will be filed alphabetically in trays in a locked box in a secured facility. Daily receipt, coding and securing of ballots will include those received at the one drop off location or via mail. D.E.O. Stephanie Tuin and her designated assistants will be responsible for this process.

- o) The official verification of ballots will begin on Monday, March 24, 2007. Boxes representing each day’s receipt of accepted ballots shall be opened, the return envelopes slit, and the ballot stub number in each envelope checked against the ballot number issued. If acceptable, the ballot stub shall be removed, then the secrecy envelope removed and the ballot shall be placed in a transfer envelope. In the event a ballot is returned without a secrecy envelope (see Exhibit “G”), securities will be readily available for the election judge to enclose the ballot before removing it from the envelope. All envelopes will be sealed, numbers recorded and stored in a secured facility. D.E.O. Stephanie Tuin will oversee this aspect of the election.

- p) The City Clerk's Office, 250 N. 5th Street, will be open for issue of ballots to “inactive voters” or the reissue of ballots to those who have spoiled, lost, moved, or for some reason did not receive a ballot for the period of Tuesday, March 27, 2007 to Monday, April 2, 2007, from 7:30 a.m. to 5:30 p.m. each business day and Tuesday, April 3, 2007 7:00 a.m. to 7:00 p.m. In the event that all ballots have not been issued and an elector needs a ballot reissued on Saturday, March 31, 2007, the D.E.O. will be available to reissue that ballot. Prior to March 27, 2007 these requests will be handled in the regular City Clerk's Office area by D.E.O. staff.

Anytime that a replacement ballot is issued, or a ballot is issued to an “inactive voter”, a REQUEST FOR BALLOT/REPLACEMENT BALLOT (see Exhibit “B”) sworn statement must be completed, with signatures gathered either in person at the City Clerk's Office or through the mail. Reissued ballots, or ballots issued to “inactive voters” through the mail will have a mark on their return envelope (next to their signature affirmation) that will immediately alert the election judge that a completed sworn statement must be included with the voted ballot.

27. DESCRIBE PROCEDURES TO ENSURE BALLOT SECURITY:

- a) Ballot packages are prepared and stored in secured facilities by D.E.O. staff. Ballot packages will be sealed and delivered to the United States Post Office at 241 N. 4TH Street. The packages are then processed in accordance with USPS regulations and state statutory provisions.

- b) Ballots, including pre-distribution and non-issued, will be kept in a locked box on secured premises at all times. All election materials, ballots, and

ballot boxes will be monitored during utilization by D.E.O. staff and placed under locked security each night. The area used for ballot processing is in the City Clerk's Office. Only three keys to the critical ballot and materials areas exist, and those are held by the D.E.O. and her two assistants. All empty ballot boxes and envelopes will be witnessed before and during both sealings (first and second verifications), including the recording of seal numbers.

- c) Ballots will be paper ballots. There is only a single ballot type for this election so no color-coding is necessary for the ballot. The ballots will be colored to distinguish them from the regular municipal election that is taking place at the same time.
- d) At the single drop off site, the City Clerk's Office, there will be a locked ballot box.
- e) All employees (D.E.O. staff) will be sworn in, affirming their adherence to the election statutes, rules and procedures. Observers (or watchers) will need to present completed forms, and the secured area is not accessible to the cleaning staff during the period of March 9th through April 4th. Ballots will be tabulated by hand at the City Clerk's Office and then stored in the vault.

28. DESCRIBE THE PROCEDURES FOR SIGNATURE VERIFICATION:

The very day each ballot envelope is received (initial verification), it will be verified for name, address and the presence of a signature. If any of the foregoing information does not correspond to the ballot issue record or if all information is not provided, the ballot will be rejected for discrepancies.

The rejection will be coded on the pollbook and the envelope placed in alphabetical order in the "REJECTED" tray, which will be stored in the secured facility. Periodic checks of signatures on record will be performed to ensure the integrity of the mail ballot election in the Grand Junction Downtown Development Authority, City of Grand Junction. Pursuant to 31-25-802 (9) C.R.S., "any landowner or lessee which is not a natural person may vote only if it designates by some official action a representative thereof to cast its ballot." A qualified landowner or lessee may use the "Voter Designation Form", Exhibit "F", if they show choose. Failure to provide such form does not disqualify the ballot.

29. DESCRIBE THE PROCEDURES TO ENSURE SECRECY OF BALLOTS:

A secrecy envelope will be enclosed with each ballot mailed to all active eligible voters on or before March 19, 2007. Voter instructions will specifically ask voters to place the voted ballot in a secrecy envelope (Exhibit "G") when returning the ballot. Ballots initially received are left in sealed envelopes until the final verification. At the time of final verification, when ballot stubs are removed, each election judge will have secrecy envelopes to slip around any ballot (while it's still in the envelope)

in the event the voter did not place his/her voted ballot in the secrecy envelope. Ballots rejected with the stub still attached will be alphabetized and locked away nightly. Every D.E.O. staff member will be thoroughly trained on the vital importance and necessity of ballot security.

30. **DESCRIBE THE PROCEDURE TO RECONCILE BALLOTS ISSUED, BALLOTS RECEIVED, DEFECTIVE BALLOTS AND SUBSTITUTE BALLOTS:** Reconciliation will occur daily for every ballot issued and every ballot received using the DAILY RECONCILIATION FORM (see Exhibit "A") and the DAILY RUNNING TALLY (see Exhibit "C"). Reconciliation will be manual, and each day's current status will be available by 9 am the following morning. FINAL DISPOSITION OF BALLOT RECONCILIATION (see Exhibit "D") will reflect the number of ballots issued and reissued, less the number of ballots accepted, less the number rejected, less the number undeliverable, less the number of ballots returned after the deadline and/or never returned, which will equal the total number of ballots issued. Additionally, a STATEMENT OF BALLOTS (see Exhibit "E") will be placed in each sealed envelope to assure verification with tabulation and the canvass board. Many safeguards have been built into the procedures; and yet the ability to immediately explain and /or access any ballot discrepancy will exist. Double checking by different staff members will occur daily to ensure tracking accuracy.

DATE OF SUBMISSION: _____

ELECTION OFFICIAL SIGNATURE: _____

TITLE: City Clerk/Acting Secretary of the Authority/DEO

TIMETABLE ENCLOSED

TIMETABLE
For the conduct of a Mail Ballot Election
(Rule 12.3.3.b)

Please indicate dates by which each item will be completed

<u>12/20/06</u>	Written Plan submitted to governing body.	Rule 12.3.2
<u>12/20/06</u>	Election approved by governing body.	Rule 12.3.3b
no later than <u>02/07/07</u>	Submission of written plan to Secretary of State (55 days prior to election)	1-7.5-105(1) Rule 12.3.2
<u>02/22/07</u>	Last date for approval by Secretary of State (15 days after receipt in Secretary of State's office)	1-7.5-105(2)
<u>02/22/07</u>	Registration records ordered by designated election official from County Clerk and Recorder (at least 40 days prior to election)	1-5-303(1)
<u>03/02/07</u>	List of electors submitted to election official (at least 30 days prior to election)	1-7.5-107(2)(a)
<u>03/05/07</u>	Close of registration (29 days prior)	1-2-201(3)
<u>03/09/07</u> through <u>03/19/07</u>	Ballots mailed (not sooner than 25 days and no later than 15 days prior)	1-7.5-107(3)(a)
<u>03/09/07</u>	Ballots available at election official's office (no sooner than 25 days prior)	1-7.5-107(3)(c)
<u>03/14/07</u>	Notice of election to electorate (at least 20 days prior) with copy to County Clerk	1-5-205(2) 1-7.5-107(2.5)
<u>03/14/07</u>	Notice of election to County Clerk & Recorder	Rule 12.3.1a
<u>03/14/07</u>	Notice of election to County Assessor	1-5-304
<u>03/14/07</u>	Publish Notice of Election	1-7.5-107(2.5)(a)
<u>03/14/07</u>	Supplemental list of electors submitted (at least 20 days prior)	1-7.5-107(2)(b)
<u>03/24/07</u>	Verification of ballot numbers to pollbook (may begin at any time during the 10 days before)	1-7.5-107.5
<u>04/03/07</u>	Election day	31-10-108 City Charter, §3
<u>04/05/07</u>	Canvass dates/certification issued (canvass no later than 2 days after the election)	City Charter, §25 Rule 12.12

Exhibit "A"

**DOWNTOWN DEVELOPMENT AUTHORITY
CITY OF GRAND JUNCTION
JUDGES DAILY RECONCILIATION OF MAIL BALLOTS**

APRIL 3, 2007 SPECIAL ELECTION

(Date)

1. Total number of ballots received _____
- Information on return envelope verified Yes _____ No _____
2. Less number ballots rejected in first verification
-insufficient information on return verification envelope _____
3. Less number ballots rejected in second verification
-ballot number does not match poll book _____
4. Equals total number ballots approved for final count _____
1-2-3 = 4

Spoiled _____ Undeliverable _____

Rejected Ballots: Incomplete _____ **2nd Rejected:**
Signature _____ No Stub _____
Damaged _____ Unmatched _____

Total rejected ballots _____ **Total 2nd Rej:** _____

Hand count _____ Judge's Int _____

Electronic count _____ Judge's Int _____

Seal Number _____ Judges Signature

Seal Number _____ Judge's Signature

Date of reseal _____

EXHIBIT "B"

Request for Ballot

Original ballot number _____

April 3, 2007

Replacement number _____

Date _____

I _____, eligible elector of the Downtown Development

Authority, City of Grand Junction at _____

Residence Address

City/Town

Zip

Request a ballot for the April 3, 2007 Special Election for the following reason(s):

I was not issued a ballot due to eligibility .

I have not as of this date received the ballot packet mailed to me.

The ballot I received was destroyed or marked incorrectly.

I have not voted a ballot issued for this election and I do not intend to vote except by voting this replacement ballot.

The original ballot issued me will not be cast and if the original and the replacement ballot are cast, neither will be counted in this election.

I understand that this sworn statement must be included in the return verification envelope with the marked ballot and must be received by 7:00 p.m. on Election Day for this replacement ballot to be counted.

SIGN
HERE

Date of Birth

STATE OF COLORADO, COUNTY OF MESA, SS:

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____
_____, 2007.

(Seal)

Clerk/Deputy/Notary

My Commission expires : _____

EXHIBIT "C"

**DOWNTOWN DEVELOPMENT AUTHORITY
CITY OF GRAND JUNCTION
DAILY RUNNING TOTAL**

April 3, 2007 SPECIAL ELECTION



Received Date

Daily:

Number of Original Mailings	_____
Number of spoiled Ballots	_____
Number of ballots reissued / issued late	_____
Number of ballots received	_____
Number of ballots approved for final count	_____

Total:

1.	Number of Original Mailings	_____
2.	Number of ballots reissued / issued late	_____
3.	Number of ballots spoiled	_____
	Total ballots issued 1+2-3=	_____

Total of ballots received	_____
Total rejected ballots	_____
Total Spoiled:	_____
Total Undeliverable:	_____
Total of ballots approved for final count	_____

EXHIBIT "D"

**DOWNTOWN DEVELOPMENT AUTHORITY
CITY OF GRAND JUNCTION
FINAL DISPOSITION OF MAIL BALLOT ELECTION**

APRIL 3, 2007 SPECIAL ELECTION

ISSUED: _____
REISSUED: _____

ACCEPTED: _____

REJECTED: _____

SPOILED _____

INCOMPLETE _____

DAMAGED _____

SIGNATURE _____

UNMATCHED _____

NO STUB _____

UNDELIVERABLE _____

RETURNED AFTER DEADLINE _____

NEVER RETURNED _____

EXHIBIT "E"

SPECIAL MAIL BALLOT ELECTION
April 3, 2007

**DOWNTOWN DEVELOPMENT AUTHORITY
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO**

DATE OF BALLOT RECEIPT _____

NUMBER OF BALLOTS RECEIVED _____

NUMBER OF BALLOTS IN THIS TRANSFER CASE _____

TRANSFER CASE FOR THIS DAY'S RECEIPTS _____ OF _____

SEAL # _____

JUDGES SIGNATURES

TEAMWORK COUNT

EXHIBIT "F"

VOTER DESIGNATION FORM

STATE OF COLORADO)
COUNTY OF MESA)
CITY OF GRAND JUNCTION) ss
DOWNTOWN DEVELOPMENT AUTHORITY)

Pursuant to the Downtown Development Authority law, Title 31, Article 25, Part 8, C.R.S., _____, as the owner or lessee of real or personal property located within the boundaries of the Downtown Development Authority, hereby designate _____ as its representative for purposes of voting on its behalf in the election scheduled for April 3, 2007 in the City of Grand Junction Downtown Development Authority.

The address and phone number for the designated elector are:

(Property owner/lessee)

By: _____
(Name)

Its: _____
(Title)

Draft Secrecy Sleeve

Exhibit "G"

FIRST TIME VOTERS WHO REGISTER BY MAIL TO VOTE IN THE STATE OF COLORADO

If you registered to vote for the first time in the State of Colorado by mail, and you have not previously voted in the county, a copy of one of the following forms of identification may be required with your mail ballot or absentee ballot:

- A valid Colorado driver's license;
- A valid identification card issued by the department of revenue;
- A valid United States passport;
- A valid employee identification card with a photograph of the eligible elector issued by any branch, department, agency, or entity of the United States government or of this state, or by any county, municipality, board, authority, or other political subdivision of this state;
- A valid pilot's license issued by the federal aviation administration or other authorized agency of the United States;
- A valid United States military identification card with a photograph of the eligible elector;
- A copy of a current utility bill, bank statement, government check, paycheck, or other government document that shows the name and address of the elector;
- A valid Medicare or Medicaid card issued by the United States health care financing administration;
- A certified copy of a birth certificate for the elector issued in the United States; or
- Certified documentation of naturalization.

Any form of identification that shows the address of the eligible elector shall be considered identification only if the address is in the state of Colorado.

HOW DO I KNOW IF I AM A FIRST TIME VOTER WHO REGISTERED BY MAIL?

PLEASE CHECK FOR A RED "ID REQUIRED" STAMP BY YOUR NAME ON THE FLAP OF THE RETURN ENVELOPE TO SEE IF YOU ARE REQUIRED TO SEND A PHOTOCOPY OF YOUR ID.

If you are a FIRST TIME VOTER WHO REGISTERED BY MAIL TO VOTE IN THE STATE OF COLORADO (see above) for a list of acceptable forms of identification.

IMPORTANT: Place your ID photocopy and Secrecy Sleeve (containing your voted ballot) in the OFFICIAL RETURN ENVELOPE. **DO NOT PLACE YOUR ID PHOTOCOPY IN THE SECRECY SLEEVE WITH YOUR VOTED BALLOT.**

DESIGNATED DROP OFF SITE INFORMATION

On Election Day, all drop off sites are open 7:00 a.m. to 7:00 p.m.

- ♦ Mesa County Elections Office
Old Mesa County Courthouse
544 Rood Avenue, Grand Junction
Open weekdays 8:00 am to 5:00 pm
- ♦ City Clerk's Office
City Hall
250 N 5th St, Grand Junction
Open weekdays 7:30 am to 5:30 pm
- ♦ Mesa County Clerk's Office (Motor Vehicle Division)
Mesa Mall
2424 Hwy 6 & 50, #414, Grand Junction
Open weekdays 7:30 am to 4:30 pm
- ♦ Orchard Mesa County Clerk's Branch
Mesa County Fairgrounds
2775 Hwy 50, Grand Junction
Open weekdays 7:30 am to 4:30 pm

Secrecy Sleeve and Voter Instructions

CITY OF GRAND JUNCTION
REGULAR MUNICIPAL ELECTION
APRIL 3, 2007

DEADLINE FOR RETURNING VOTED BALLOTS

Ballots must be received by the Mesa County Clerk & Recorder's Office by 7:00 p.m. on Election Day in order for your votes to be counted. Ballots received after 7:00 p.m. on Election Day will not be counted. Postmarks do not count as received.

RETURN POSTAGE REQUIRED

You may return your voted ballot by mail or you may hand deliver your ballot to a Designated Drop Off Site (see reverse side for Designated Drop Off Site locations and schedules). If you choose to return your voted ballot by mail, you must affix (TBD) postage.

BALLOT PACKET CONTENTS

This is your Official Ballot Packet for the 2007 Regular Municipal Election. This packet contains the following items:

- Official Ballot
- Secrecy Sleeve and Voter Instructions
- Official Return Envelope

INSTRUCTIONS

1. To ensure that your vote(s) are counted correctly, it is important that you follow all the voting instructions shown on your ballot.
2. After you have marked all your voting choices and finished voting
 - Refold your ballot exactly as you received it.
 - Place your voted ballot in this Secrecy Sleeve.
 - Place this Secrecy Sleeve (with voted ballot) into the Official Return Envelope. Be sure you place your Secrecy Sleeve (with voted ballot) into your Official Return Envelope and have not in error placed it in another family members' envelope.
 - Only one voter's ballot is permitted in your Official Return Envelope. If more than one ballot is placed in your Official Return Envelope, none of the ballots will be counted.
 - If you are a first time voter who registered to vote in the State of Colorado by mail, you must enclose a photocopy of your identification in the Official Return Envelope. Do not place your ID photocopy in the Secrecy Sleeve with your voted ballot. (See **HOW DO I KNOW IF I AM A FIRST TIME VOTER WHO REGISTERED BY MAIL** section on reverse side).
 - Sign and date the **AFFIDAVIT OF VOTER** located on the backside of the Official Return Envelope.
 - See reverse side for DESIGNATED DROP OFF SITE INFORMATION

AFFIDAVIT OF VOTER

I state under penalty of perjury that I am an eligible elector, that I reside at the address indicated on my application for an absentee ballot, that I have not and will not cast any vote in this election except by the enclosed ballot, and that my ballot is enclosed in accord with the provisions of the "Uniform Election Code of 1992."

X George Washington
Voter's Signature - (Signature Required)

TODAY'S DATE July 4, 1776

* Witness _____
* In case of applicant's disability or inability to sign personally, his/her mark shall be witnessed by another.

By law, your signature is required on the **AFFIDAVIT OF VOTER** (located on the backside of the Official Return Envelope). If you do not sign the affidavit, your ballot will not be counted.

Attach 6
Annual Hazardous Materials Agreement with Mesa County
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Annual Hazardous Materials Agreement with Mesa County					
Meeting Date		December 20, 2006					
Date Prepared		December 11, 2006			File #		
Author		Jim Bright		Interim Fire Chief			
Presenter Name		Jim Bright		Interim Fire Chief			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X		Formal Agenda	X	Consent	Individual Consideration

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

Budget: Proposed funding from the County to the City for 2007 will be \$40,708 for DERA services, and \$27,138 for SARA services. Total funding is \$67,846.

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

Attachments: Agreement

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

**MCA
A G R E E M E N T**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the CITY OF GRAND JUNCTION, COLORADO, hereinafter referred to as the CITY and MESA COUNTY, COLORADO, hereinafter referred to as the COUNTY.

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

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

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

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

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

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

1. The CITY shall provide emergency hazardous substance response and SARA Title III services to the CITY and other corporate and unincorporated areas of the COUNTY in conformance with statutory obligations and as more particularly described in Exhibits A and B, incorporated herein by this reference as if fully set forth.
2. The COUNTY shall pay to the CITY, in two equal payments, for services provided for calendar year 2007, an amount of \$40,708 for the CITY serving as the D.E.R.A. for the COUNTY and an amount of \$27,138 for the CITY performing the S.A.R.A. services for the COUNTY. The first payments of \$20,354 for D.E.R.A. and \$13,569 for S.A.R.A. shall be due on or before June 30, 2007; the second payments shall be due on or before December 31, 2007.

3. Before any payment by the COUNTY is made to the CITY, the CITY agrees to provide the County's Emergency Management Coordinator with an invoice on or before the tenth working day of the month in which payment is due. The invoice shall contain a detailed account of all costs incurred by the CITY in performing, during the applicable billing period, those duties defined by, but not limited to Exhibit A and paragraph 4 of this agreement for D.E.R.A. and Exhibit B and paragraph 4 of this agreement for S.A.R.A.
4. The CITY agrees that it will furnish and pay for all of the labor, technical, administrative and professional services and all supplies, materials, equipment, office space and facilities, analyses, calculations and any other resources reasonably required to perform and complete the services, activities and functions of the D.E.R.A., as further described in Exhibit A and as required by Title III of S.A.R.A., as further described in Exhibit B.
5. This agreement is terminable by either the CITY or the COUNTY upon ninety days written notice. If this agreement is terminated, the CITY shall be compensated for and such compensation shall be limited to; (A) the reasonable value to the COUNTY of the services which the CITY performed prior to the date of termination, but which had not yet been paid for, and/or (B) the cost of any work the COUNTY approves in writing which it determines is needed to accomplish an orderly termination of this agreement.
6. The COUNTY hereby agrees to indemnify and hold harmless the CITY, its officers, agents and employees from and against any and all loss of, or damage to, property or injuries to, or death of any person or persons, including property and employees or agents of the CITY and shall indemnify and hold harmless the CITY, its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the CITY's performance of this agreement, to the extent permitted by law. The COUNTY's obligation to indemnify or hold harmless the CITY, its officers, agents and employees under this agreement shall not apply to liability or damages resulting from the negligence of the CITY's officers, agents and employees nor to injuries covered by workers compensation. The CITY hereby agrees to indemnify and hold harmless the COUNTY, its officers, agents and employees from and against any and all loss of, or damage to, property or injuries to, or death of any person or persons, including property and employees or agents of the COUNTY, and shall indemnify and hold harmless the COUNTY, its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the CITY's negligent performance under this agreement. This paragraph shall survive the termination of this agreement.

7. The CITY shall maintain adequate worker's compensation insurance through an authorized self-insurance plan approved by the State of Colorado, insuring the payment of workers benefits to its employees.
8. Notices concerning this agreement, notices of alleged or actual violations of the terms or provisions of this agreement and other notices of similar importance shall be made in writing by the CITY to the COUNTY at 544 Rood Avenue, Grand Junction, Colorado, 81501, and by the COUNTY to the CITY at 250 North 5th Street, Grand Junction, Colorado, 81501, by prepaid United States mail. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service.
9. The COUNTY shall have the right to audit, examine and copy the CITY's records related to work performed under this agreement. The CITY shall retain these records for three years after the termination of this agreement.
10. For all purposes under this agreement, the CITY shall be an independent contractor retained on a contractual basis to perform technical and professional work and it is not intended nor shall it be construed, that the CITY employees are employees, officers or agents of the COUNTY for any purpose whatsoever.
11. The CITY agrees to perform its work under this agreement in accordance with the reasonable operational requirements of the COUNTY.
12. The CITY shall promptly bill any and all persons or entities releasing or spilling hazardous substances or otherwise requiring hazardous substance emergency response under this agreement. All monies recovered shall be dedicated to the hazardous substance emergency response program and D.E.R.A. activities and services. For releases or spills of hazardous substances or other hazardous substances or emergency responses outside the corporate limits of the City where a responsible party is unknown or cannot be identified, the COUNTY shall pay any and all response costs. The CITY shall furnish the County Emergency Management Coordinator duplicate receipts or other satisfactory evidence showing payments received and all billings, debts and obligations incurred by the CITY performing work under this agreement.
13. The CITY shall exercise that degree of care and skill possessed by trained hazardous substance emergency response personnel to assure that all of the work performed under this agreement by the CITY shall comply with applicable laws, rules, regulations and safety requirements. The CITY further represents that the work performed will not intentionally violate any applicable laws, rules, regulations or codes including but not limited to the requirements of the most recently adopted United States Code, Code of Federal Regulations and the Colorado Revised Statutes.

14. All emergency response plans and other documents submitted to the CITY by the COUNTY or to the COUNTY by the CITY are the property of the CITY and the COUNTY and each may, without restriction, make use of such as it sees fit. There shall be no liability for any damage which may result from any use of any documents for purposes other than those intended or described in the document or plan.
15. All emergency contingency plans, chemical inventories or other information required by S.A.R.A. Title III submitted to the CITY by the COUNTY or to the COUNTY by the CITY are the property of the CITY and the COUNTY and such shall be made available to the public in conformance with the requirements of section 324 of Title III.
16. In the event any of the provisions, or applications thereof, of this agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.
17. The CITY shall have the right to include representations that it is serving as the D.E.R.A. and is performing S.A.R.A. functions for Mesa County among the CITY's promotional materials. The CITY's materials shall not include the COUNTY's confidential or proprietary information if the COUNTY has previously advised the CITY in writing of the specific information considered by the COUNTY to be confidential or proprietary.
18. The enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the CITY and the COUNTY and nothing contained in this agreement shall give or allow any claim or right of action by any other or third person on such agreement.
19. This agreement is made in Grand Junction, Colorado and shall be construed and interpreted under the laws of the State of Colorado. In the event any aspect of the Agreement is litigated by or among the parties, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

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

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

CITY OF GRAND JUNCTION:

by: _____
Jim Doody
President of the Council

RECOMMENDED AND APPROVED:

by: _____
Jim Bright
Interim Fire Chief

ATTEST:

by: _____
Stephanie Tuin
City Clerk

Mesa County Commissioners:

by: _____
Tilman M. Bishop
Chairperson

ATTEST:

by: _____
Janice Ward
Mesa County Clerk and Recorder

EXHIBIT A

HAZARDOUS SUBSTANCE INCIDENT RESPONSE - DERA

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

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

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

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

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

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

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

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

_____ City
_____ County

EXHIBIT B

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

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

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

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

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

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

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

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

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

_____ City
_____ County

Attach 7

**Rescinding the Request for the Bookcliff Veterinary Hospital Annexation
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Rescinding the Annexation request for the Bookcliff Veterinary Hospital Annexation located at 564 29 Road						
Meeting Date	December 20, 2006						
Date Prepared	December 11, 2006				File #ANX-2005-076		
Author	Scott D. Peterson		Senior Planner				
Presenter Name	Scott D. Peterson		Senior 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: A request to rescind the annexation request for the 2.93 acre Bookcliff Veterinary Hospital property located at 564 29 Road.

Budget: N/A

Action Requested/Recommendation: Adopt Resolution rescinding Resolution Number 94-05 and corresponding annexation ordinance that referred a petition to the City Council for the annexation of lands to the City of Grand Junction; set a hearing on the annexation and exercised land use control.

Background Information: On June 1, 2005, the City Council passed a Resolution (#94-05) to assume jurisdiction of all land use proceedings within the area to be annexed and set a public hearing for July 6, 2005 to officially annex the Bookcliff Veterinary Hospital property. During that review time by the City, the land ownership issues regarding the area adjacent to the Grand Valley Canal came into question and the City Council continued the annexation request for over one (1) year pending resolution of the land ownership issues.

The property owners originally requested annexation into the City in order to develop their property into two (2) residentially zoned lots. The property owner also requested to not be annexed into the City unless they were able to complete the Simple Subdivision process.

This proposed annexation request consisted of 2.93 acres of land and was comprised of one (1) parcel of land and associated right-of-way of 29 Road. The current Bookcliff Veterinary Hospital is zoned residential in the County and is considered to be a “grandfathered” land use since the property is utilized for commercial purposes. Upon annexation, the existing veterinary business would have continued to be “grandfathered.”

The City is requesting to officially close this annexation/development file (ANX-2005-076) since more than year has now passed without resolution. The Zoning and Development Code (Section 2.3 B. 5. d.) states that the Community Development

Director may only grant one (1) extension for a maximum of 120 days if the applicant has not resubmitted documents to keep the file active, which would have been by November 6, 2005.

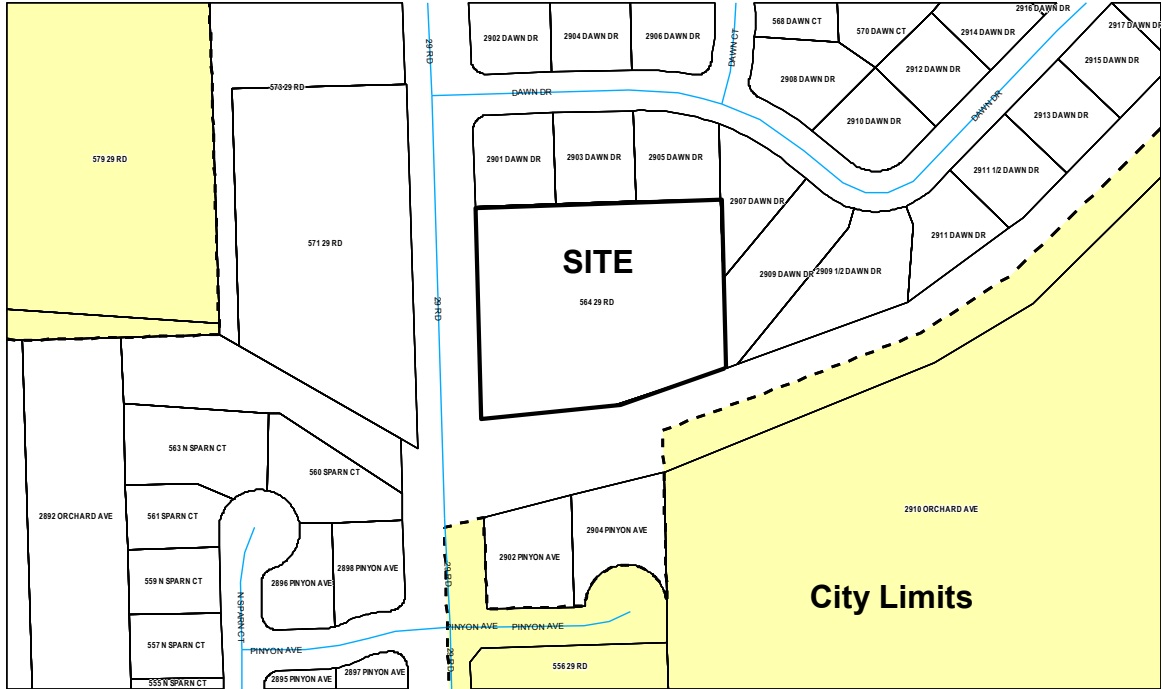
Once the property owners have resolved the ownership issues regarding the area adjacent to the Grand Valley Canal and would like to proceed again with annexation and development of the property, the property owners may file another petition for annexation and development application.

Attachments:

1. General Location Map/Aerial Photo
2. Growth Plan Map/Zoning Map
3. Resolution

Site Location Map – 564 29 Road

Figure 1



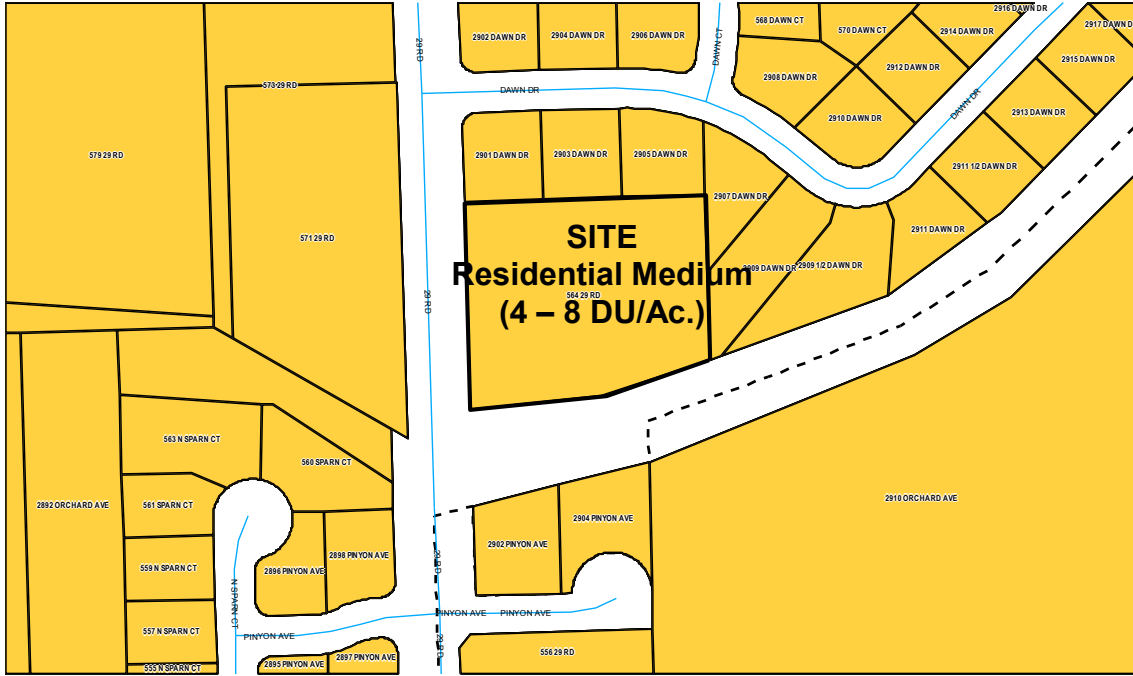
Aerial Photo Map – 564 29 Road

Figure 2



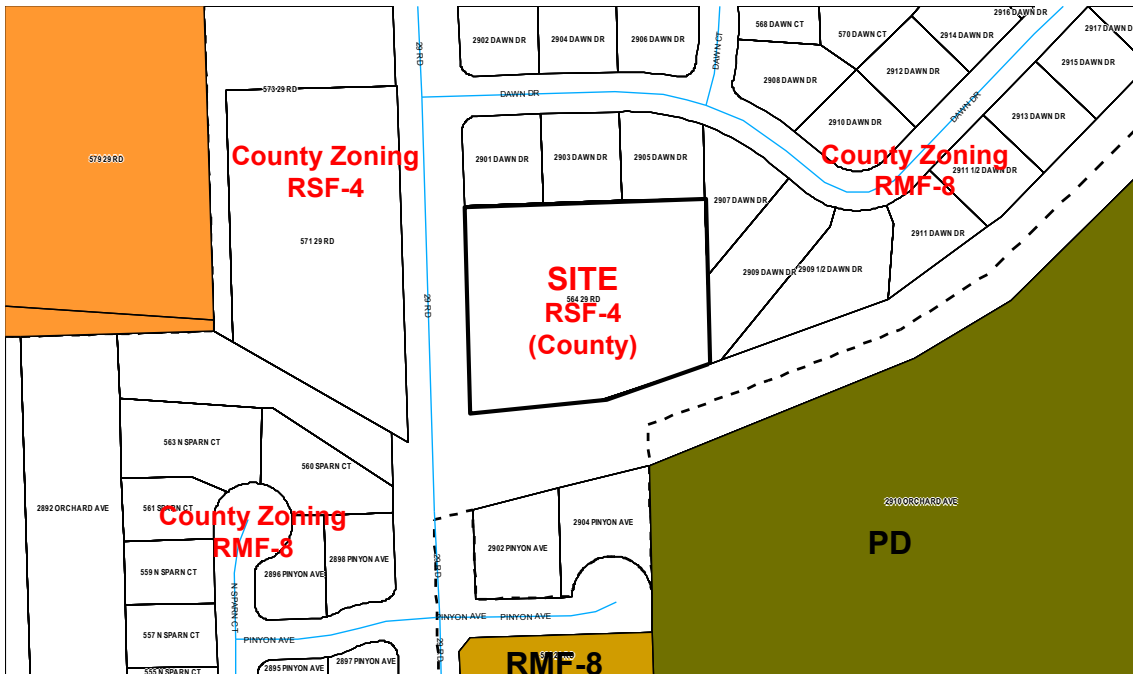
Future Land Use Map – 564 29 Road

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 RESCINDING RESOLUTION NO. 94-05
AND CORRESPONDING ANNEXATION ORDINANCE
THAT REFERRED A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SET A HEARING ON SUCH ANNEXATION,
AND EXERCISED LAND USE CONTROL**

BOOKCLIFF VETERINARY HOSPITAL ANNEXATION

**LOCATED AT 564 29 ROAD
AND INCLUDING A PORTION OF THE 29 ROAD RIGHT-OF-WAY**

Recitals: On the 1st day of June, 2005, a petition for the Bookcliff Veterinary Hospital was referred and approved by Resolution No. 94-05 and a corresponding ordinance annexing the property was approved on First Reading, for the following described parcel:

PERIMETER BOUNDARY LEGAL DESCRIPTION

BOOKCLIFF VETERINARY HOSPITAL ANNEXATION

A parcel of land located in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 8, 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 Southwest corner of the SW 1/4 NW 1/4 of said Section 8, and assuming the West line of the SW 1/4 NW 1/4 of said Section 8 bears N00°04'18"W with all bearings contained herein relative thereto; thence N00°04'18"W along the West line of the SW 1/4 NW 1/4 of said Section 8 a distance of 200.08 feet to the Point of Beginning; thence N89°51'38"W a distance of 50.00 feet to the Southwest corner of Lot 2, Block 1 of Homestead Subdivision, as recorded in Plat Book 11, Page 172 Mesa County, Colorado records, also being a point on the West right of way of 29 Road; thence N00°04'18"W along said West right of way of 29 Road a distance of 381.72 feet; thence S58°15'00"E a distance of 58.84 feet to a point on the West line of the SW 1/4 NW 1/4 of said Section 8; thence N00°04'18"W along the West line of the SW 1/4 NW 1/4 of said Section 8 a distance of 316.77 feet; thence N89°54'29"E along the South line (and the Westerly projection of) the South line of Lots 1 through 3, Block 2, Plat of Sunrise Gardens Subdivision, as recorded in Plat Book 12, Page 135, Mesa County, Colorado records a distance of 353.00 feet to a point on the West line of Lot 4, Block 2 of said Sunrise Gardens Subdivision; thence S00°04'18"E along the West line (and the Southerly projection of) Lots 4 and 5, Block 2, of said Sunrise Gardens Subdivision a

distance of 256.57 feet to the North line of the Arbors Annexation, Ordinance No. 3700, City of Grand Junction; thence S71°01'08"W along the North line of said Arbors Annexation a distance of 85.62 feet to the Northwest corner of said Arbors Annexation also being a point on the centerline of the Grand Valley Canal; thence S78°26'11"W along the centerline of said Grand Valley Canal a distance of 226.54 feet to a point on

the East right of way of said 29 Road; thence S00°04'18"E along the East right of way of said 29 Road a distance of 54.13 feet to the Northwest corner of Lot 1 Wood's Subdivision as recorded in Plat Book 12, Page 96 Mesa County, Colorado records; thence S77°47'42"W distance of 51.14 feet to the West line of the SW 1/4 NW 1/4 of said Section 8; thence S00°04'18"E along the West line of the SW 1/4 NW 1/4 of said Section 8 a distance of 273.44 feet to the Point of Beginning.

Said parcel contains 2.93 acres (127,776 sq ft) more or less as described.

The annexation cannot be completed because of a boundary discrepancy.

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

That Resolution Number 94-05 and corresponding Annexation Ordinance regarding the Bookcliff Veterinary Hospital Annexation (City File # ANX-2005-076) is hereby withdrawn and rescinded.

ADOPTED this 20th day of December, 2006.

Attest:

President of the Council

City Clerk

Attach 8
Revocable Permit for Canyon View Car Wash LLC
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Revocable Permit issued to Canyon View Car Wash LLC for retaining wall and landscaping located at 2258 Broadway					
Meeting Date	December 20, 2006					
Date Prepared	December 11, 2006				File # CUP-2003-024	
Author	Scott D. Peterson		Senior Planner			
Presenter Name	Scott D. Peterson		Senior Planner			
Report results back to Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When	
Citizen Presentation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>
						Individual Consideration

Summary: A request to install a retaining wall for a driveway entrance in the Kansas Avenue right-of-way and also required landscaping in the Kansas Avenue, Broadway and Redlands Parkway rights-of-way, located adjacent to 2258 Broadway.

Budget: N/A

Action Requested/Recommendation: Adopt Resolution issuing the Revocable Permit.

Background Information: Please see attached Staff Report.

Attachments:

1. Staff Report/Background Information
2. Site Location Map/Aerial Photo
3. Site Plan
4. Resolution
5. Revocable Permit/Agreement

BACKGROUND INFORMATION					
Location:		2258 Broadway			
Applicant:		Canyon View Car Wash, LLC Mikel and Roxanne Lewis, Owners			
Existing Land Use:		Single Family Residential			
Proposed Land Use:		Car Wash			
Surrounding Land Use:	North	Vacant land (wetlands)			
	South	Commercial (Wells Fargo Bank)			
	East	Single Family Residential			
	West	Single Family Residential			
Existing Zoning:		B-1, Neighborhood Business			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	CSR, Community Services & Recreation			
	South	PD, Planned Development			
	East	RSF-4, Residential Single Family – 4 units/acre (County)			
	West	RSF-4, Residential Single Family – 4 units/acre (County)			
Growth Plan Designation:		Commercial			
Zoning within density range?		X	Yes		No

Project Analysis:

1. Background:

The applicant, Canyon View Car Wash LLC, Mikel and Roxanne Lewis, have an approved Conditional Use Permit to construct a six (6) bay car wash to be located at 2258 Broadway, at the intersections of Broadway, Redlands Parkway and Kansas Avenue. The applicant is requesting a Revocable Permit from the City to allow for the installation of a retaining wall that is needed in order to construct their drive-way entrance from Kansas Avenue and also to install the required landscaping in the rights-of-way of Kansas Avenue, Broadway and Redlands Parkway as part of their approved

Site Plan. The applicants will also need to obtain permission from Mesa County for the installation of the proposed retaining wall for the drive-way entrance and landscaping that would encroach into the Mesa County right-of-way of Kansas Avenue.

Section 2.17 of the Zoning and Development Code states that review and approval of Revocable Permits for irrigation and landscaping can be approved at the City Staff level, however the City Council is required to approve Revocable Permits for all other encroachments into the City's right-of-way, which would include retaining walls.

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

Requests for a Revocable Permit must demonstrate compliance with all of the following criteria:

- a. There will be benefits derived by the community or area by granting the proposed revocable permit.**

As part of the applicants approved Site Plan, the proposal is to install a retaining wall for the construction of a drive-way entrance and also required landscaping in the existing right-of-way of Kansas Avenue, Broadway and Redlands Parkway. The community will benefit by the granting of the proposed Revocable Permit as the applicant is providing an aesthetically pleasing commercial development adjacent to a residential neighborhood with the proposed landscaping in the rights-of-way, acting as a buffer between the two (2) land uses.

- b. There is a community need for the private development use proposed for the City property.**

The area is to be landscaped in accordance with the approved Site Plan which meets or exceeds all the requirements of the Zoning and Development Code.

- c. The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property.**

No other or conflicting uses are anticipated by the City in the area of the right-of-way encroachment.

- d. The proposed use shall be compatible with the adjacent land uses.**

The proposed retaining wall for the drive-way entrance and associated right-of-way landscaping is compatible with adjacent residential and commercial development in the area.

- e. The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas.**

There are no negative impacts anticipated as the applicants are installing required landscaping on all road frontages.

- f. The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Growth Plan, other adopted plans and the policies, intents and requirements of this Code and other City policies.**

The applicant's request meets with the goals and policies of the Growth Plan and other adopted plans and policies of the City.

- g. The application complies with the submittal requirements as set forth in the Section 127 of the City Charter, Chapter Two of the Zoning & Development Code and the SSID Manual.**

The applicants have complied with all applicable codes and requirements.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Canyon View Car Wash LLC application, CUP-2003-024, for the issuance of a Revocable Permit for the installation of a retaining wall for a drive-way entrance and associated landscaping in the Kansas Avenue, Broadway and Redlands Parkway rights-of-way, staff makes the following findings of fact and conclusions:

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

STAFF RECOMMENDATION:

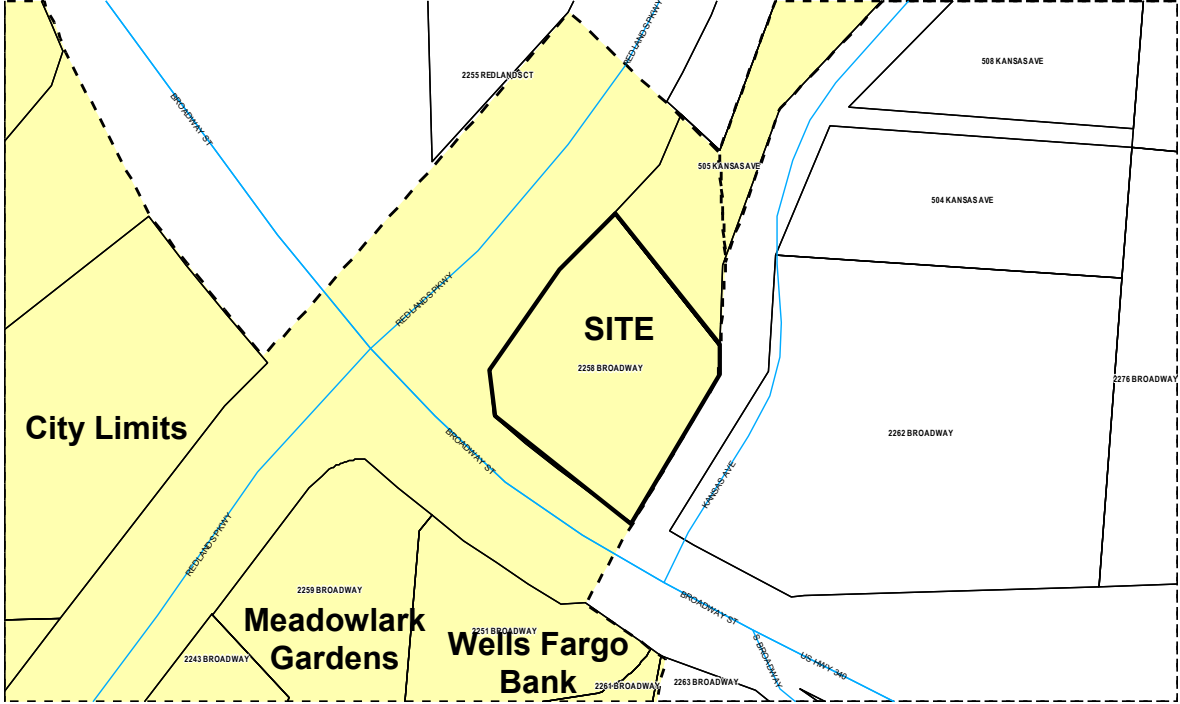
Staff recommends that the City Council approve the requested Revocable Permit for Canyon View Car Wash LLC to install a retaining wall for a drive-way entrance and associated landscaping in the Kansas Avenue, Broadway and Redlands Parkway rights-of-way, CUP-2003-024.

Attachments:

Staff Report/Background Information
Site Location Map/Aerial Photo
Site Plan
Resolution
Revocable Permit/Agreement

Site Location Map – 2258 Broadway

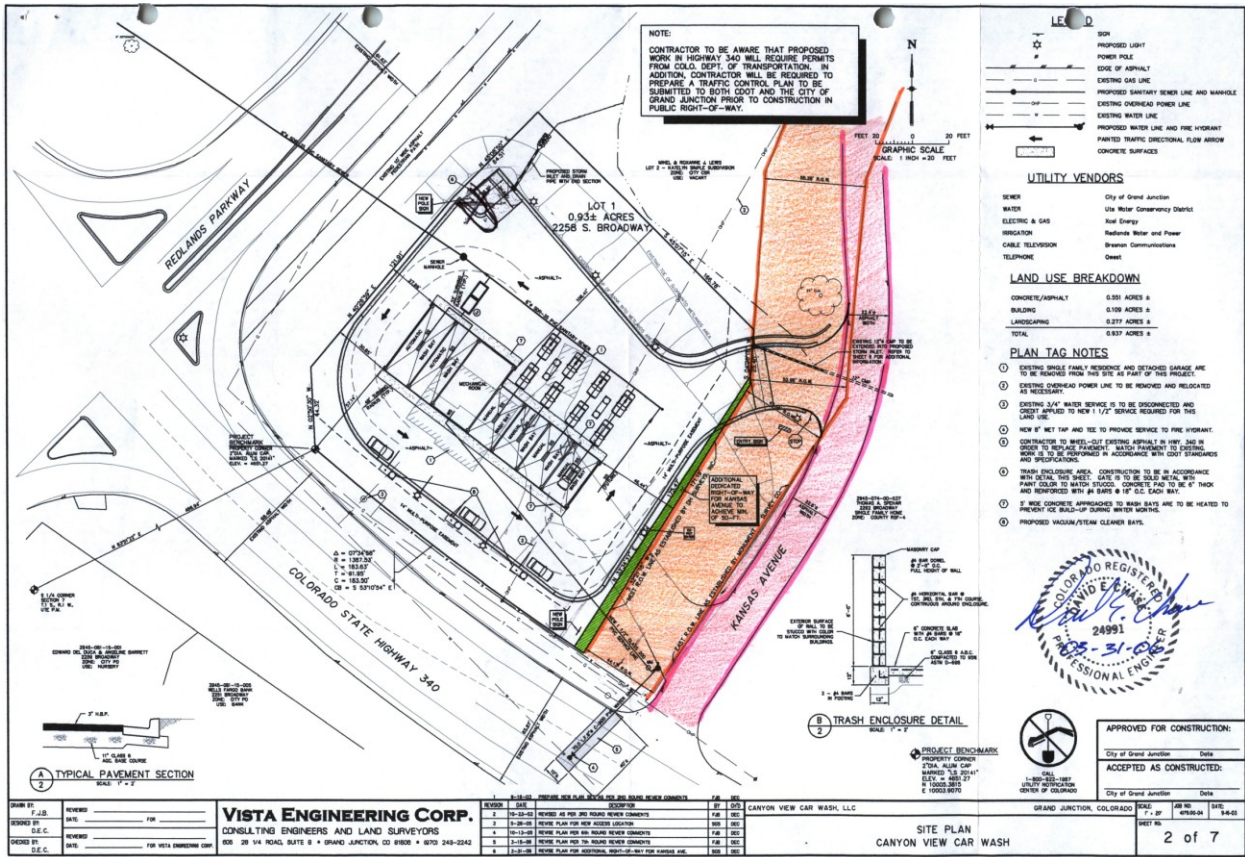
Figure 1



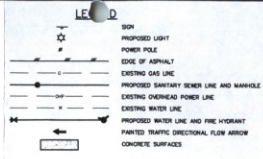
Aerial Photo Map – 2258 Broadway

Figure 2





NOTE:
 CONTRACTOR TO BE AWARE THAT PROPOSED WORK ON HIGHWAY 340 WILL REQUIRE PERMITS FROM COLO. DEPT. OF TRANSPORTATION. IN ADDITION, CONTRACTOR WILL BE REQUIRED TO PREPARE A TRAFFIC CONTROL PLAN TO BE SUBMITTED TO BOTH CDDOT AND THE CITY OF GRAND JUNCTION PRIOR TO CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.



UTILITY VENDORS

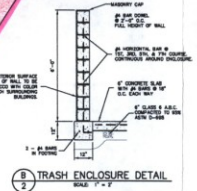
- SEWER City of Grand Junction
- WATER Via Water Conservancy District
- ELECTRIC & GAS Star Energy
- IRRIGATION Redwood Water and Power
- CABLE TELEVISION Brown Communications
- TELEPHONE Qwest

LAND USE BREAKDOWN

CONCRETE/ASPHALT	0.555 ACRES ±
BUILDING	0.109 ACRES ±
LANDSCAPING	0.277 ACRES ±
TOTAL	0.941 ACRES ±

PLAN TAG NOTES

1. EXISTING SINGLE FAMILY RESIDENCE AND DETACHED GARAGE ARE TO BE REMOVED FROM THIS SITE AS PART OF THIS PROJECT.
2. EXISTING OVERHEAD POWER LINE TO BE REMOVED AND RELOCATED AS NECESSARY.
3. EXISTING 3/4" WATER SERVICE IS TO BE DISCONNECTED AND CROCKT SERVED TO NEW 1 1/2" SERVICE REQUIRED FOR THIS LAND USE.
4. NEW 8" MET TAP AND SEE TO PROVIDE SERVICE TO FIRE HYDRANT.
5. CONTRACTOR TO NICKEL-CUT EXISTING ASPHALT IN HWY. 340 IN ORDER TO REPAIR FLOWERS. MATCH FURNISH TO EXISTING WORK AS TO BE PERFORMED IN ACCORDANCE WITH CDDOT STANDARDS AND SPECIFICATIONS.
6. TRASH ENCLOSURE AREA. CONSTRUCTION TO BE IN ACCORDANCE WITH DETAIL TAG 200. GATE TO BE 20" GALV. METAL WITH PAINT COLOR TO MATCH EXISTING. CONCRETE PAD TO BE 6" THICK AND REINFORCED WITH 6 BARS @ 8" C/C EACH BAY.
7. IF WIDE CONCRETE APPROACHES TO WASH BAYS ARE TO BE HEATED TO PREVENT ICE BUILD-UP DURING WASHING.
8. PROPOSED VAGUON/STYMA CLEANER BAYS.



DESIGN BY: _____ DESIGNED BY: _____ CHECKED BY: _____ D.E.C.: _____	REVISIONS: 1. 10-23-06. PREPARE PERMITS FOR CONSTRUCTION AND OBTAIN NECESSARY PERMITS. 2. 11-28-06. REVISED AS PER NEW WASHING EQUIPMENT. 3. 12-28-06. REVISED PLAN FOR NEW WASHING EQUIPMENT. 4. 01-23-07. REVISED PLAN FOR NEW WASHING EQUIPMENT. 5. 12-28-06. REVISED PLAN FOR NEW WASHING EQUIPMENT. 6. 12-28-06. REVISED PLAN FOR NEW WASHING EQUIPMENT.	PROJECT BENCHMARK: 2744.45 ± 2744.45 ± 2744.45 ± 2744.45 ± 2744.45 ±	PROPERTY OWNER: CANYON VIEW CAR WASH, LLC 1000 S. 27TH ST. GRAND JUNCTION, CO 81505-8070	DATE: 12-28-06 SCALE: 1" = 20'	PROJECT BENCHMARK: 2744.45 ± 2744.45 ± 2744.45 ± 2744.45 ± 2744.45 ±	DATE: 12-28-06 SCALE: 1" = 20'	PROJECT BENCHMARK: 2744.45 ± 2744.45 ± 2744.45 ± 2744.45 ± 2744.45 ±	DATE: 12-28-06 SCALE: 1" = 20'
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VISTA ENGINEERING CORP.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 201 S. 14th ROAD, SUITE B • GRAND JUNCTION, CO 81508 • 970-248-2242

SITE PLAN
CANYON VIEW CAR WASH

APPROVED FOR CONSTRUCTION:
 City of Grand Junction Date _____

ACCEPTED AS CONSTRUCTED:
 City of Grand Junction Date _____

SHEET NO. 2 OF 7
 DATE: 12-28-06

RESOLUTION NO. _____

**A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
CANYON VIEW CAR WASH LLC LOCATED AT 2258 BROADWAY**

Recitals.

A. Canyon View Car Wash LLC, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lot 1, Katelyn's Simple Subdivision located at 2258 Broadway and identified by Mesa County Tax Schedule Number 2945-074-26-001.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a retaining wall used for a drive-way entrance and landscaping within the following described public right-of-way:

A tract of land situated in the southeast $\frac{1}{4}$ of Section 7, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado being more particularly described as follows:

Beginning at the most northerly corner between Lots 1 and 2 of Katelyn's Simple Subdivision as recorded in Plat Book 19 at Page 148 of the Mesa County records; thence along the northwesterly line of said Lot 1 the following 3 courses:

- 1.) S45°08'50"W a distance of 64.51 feet
- 2.) S40°26'59"W a distance of 121.91 feet
- 3.) S02°50'30"E a distance of 44.32 feet

thence along the southwesterly line of said Lot 1, 177.60 feet along the arc of a non-tangent curve to the left having a radius of 1,387.53 feet and a central angle of 07°20'01" the chord of which bears S53°03'26"E a distance of 177.48 feet to the westerly right-of-way of Kansas Avenue; thence along said westerly right-of-way the following 2 courses:

- 1.) N33°34'27"E a distance of 175.47 feet
- 2.) N04°20'16"E a distance of 21.36 feet

thence 24.89 feet along the arc of a non-tangent curve to the right having a radius of 90.00 feet and a central angle of 15°50'39" the chord of which bears N89°17'33"E a distance of 24.81 feet; thence 19.00 feet along the arc of a non-tangent curve to the left having a radius of 18.96 feet and a central angle of 57°24'49" the chord of which bears N68°35'39"E a distance of 18.20 feet; thence N37°12'25"E a distance of 17.25 feet; thence S06°25'16"W a distance of 45.49 feet;

thence S19°06'46"W a distance of 30.26 feet;
thence S33°32'37"W a distance of 176.60 feet;
thence 17.11 feet along the arc of a non-tangent curve to the right having a radius of 20.09 feet and a central angle of 48°48'36" the chord of which bears S87°24'11"W a distance of 16.60 feet;
thence N58°13'09"W a distance of 47.79 feet;
thence N54°26'38"W a distance of 71.13 feet;
thence N48°35'04"W a distance of 62.66 feet;
thence N44°05'55"W a distance of 53.99 feet;
thence 96.73 feet along the arc of a non-tangent curve to the right having a radius of 70.00 feet and a central angle of 79°10'15" the chord of which bears N06°08'42"W a distance of 89.12 feet;
thence N37°31'47"E a distance of 28.12 feet;
thence N43°21'03"E a distance of 118.43 feet;
thence N41°32'46"E a distance of 19.78 feet;
thence S48°27'14"E a distance of 53.76 feet to the Point of Beginning.
Said tract of land contains 0.60 acres more or less.

This description was prepared by Steven L. Hagedorn, Colorado P.L.S. 24306

C. Relying on the information supplied by the Petitioner and contained in File No. CUP-2003-024 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this _____ day of _____, 2006.

Attest:

President of the City Council

City Clerk

REVOCABLE PERMIT

Recitals.

A. Canyon View Car Wash LLC, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

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C. Relying on the information supplied by the Petitioner and contained in File No. CUP-2003-024 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result

of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2006.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

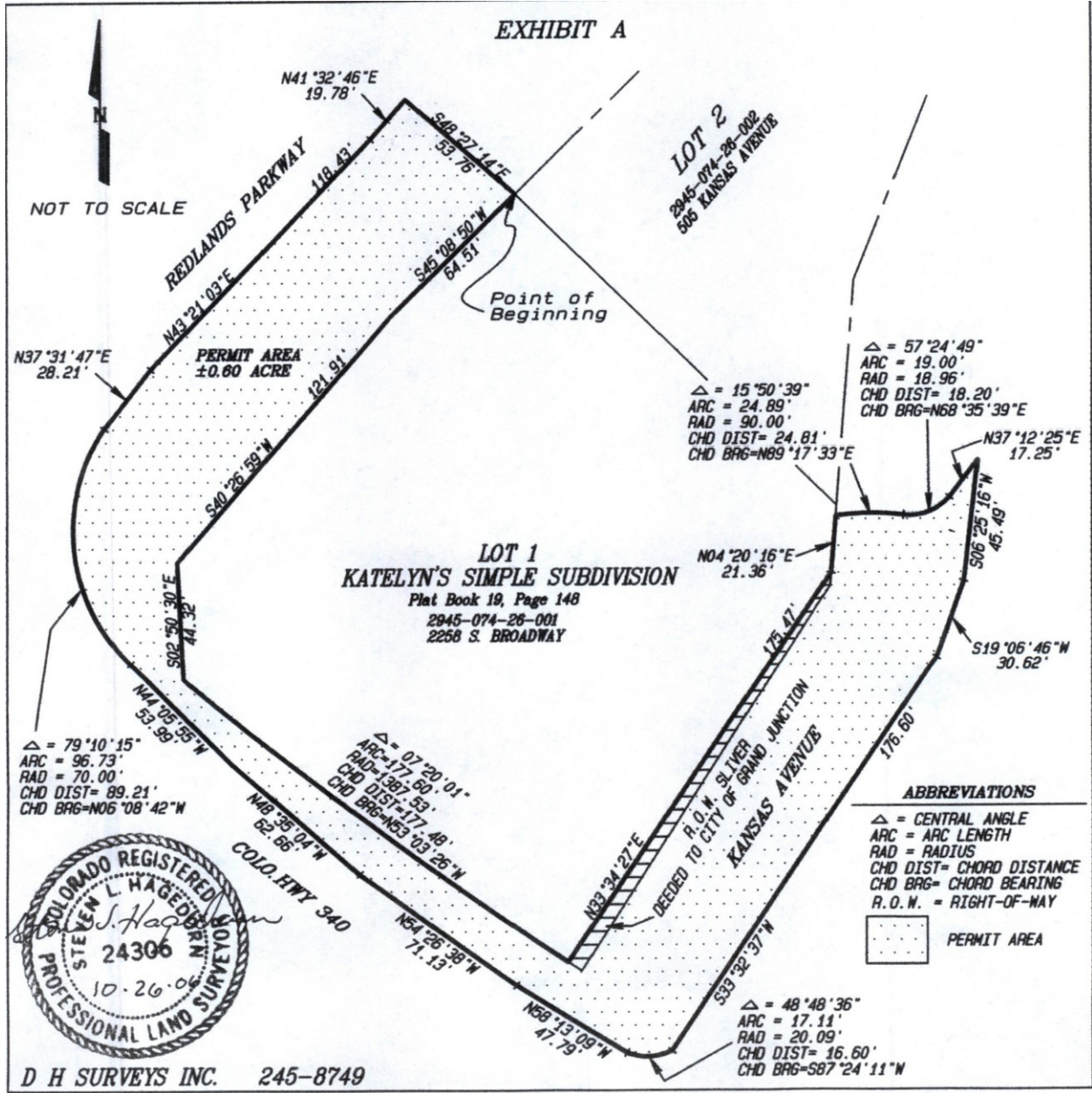
City Manager

Acceptance by the Petitioner:
Canyon View Car Wash LLC

Mikel Lewis

Roxanne Lewis

EXHIBIT A



D H SURVEYS INC. 245-8749

Attach 9

Construction Contract for Somerville Supply Waterline

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Construction Contract for Somerville Supply Waterline						
Meeting Date	December 20, 2006						
Date Prepared	December 6, 2006	File # - N/A					
Author	Justin Vensel		Project Manager				
Presenter Name	Mark Relph		Public Works and Utilities Director				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: The Somerville Supply Waterline is a supplemental raw water supply for the City of Grand Junction. The project will install approximately 4 ½ miles of 12" PVC pipe and deliver it to the existing Kannah Creek Supply line.

Budget: Project No.: 3011-F43300

Project costs:

Construction contract (low bid)	\$711,025.00
Design (2005 and 2006)	\$48,708.65
Construction Inspection and Administration (est.)	<u>\$23,000.00</u>
Total Project Costs	\$782,733.65

Project funding:

City budgeted funds(Account F43300)	\$1,009,987.00
Total Costs	<u>\$782,708.65</u>
Balance	\$227,253.35

Action Requested/Recommendation: Authorize the City Manager to sign a Construction Contract for the Somerville Supply Waterline to Downey Excavation Inc., Montrose, in the amount of \$711,025.00.

Attachments: none

Background Information:

This project is within the City's current watershed area. The proposed raw water line will pick up the water supply out of the Brandon Ditch and deliver it to the Kannah Creek supply line. The bulk of the project includes the installation of approximately 23,050 feet of 12" C-900 PVC pipe. Additional work will be the restoration of disturbed lands and the installation of vaults along the pipeline.

A headwall structure, a 7 CFS HydraScreen Intake Diversion Structure and 450 feet of PIP pipe were installed by City crews in preparation for the raw water supply line to be installed.

In addition to the benefit the City will receive for the raw water supply both the Broken Spoke Ranch and Lumbardy Ranch will benefit by having a pressurized irrigation line to utilize during the summer months.

The following bids were opened on Tuesday, December 5, 2006:

Bidder	From	Bid Amount
Downey Excavation	Montrose, CO	\$ 711,025.00
Scott Contracting	Golden, CO	\$ 891,986.50
Arapahoe Utilities	Englewood, CO	\$ 1,080,285.00
Parker Excavation	Pueblo, CO	\$ 1,013,430.01
SEMA	Centennial, CO	\$ 1,367,169.41
Skyline Contracting Inc.	Grand Junction, CO	\$ 1,024,575.00
American Infrastructure	Franktown, CO	\$ 1,075,227.00
Mendez Inc	Grand Junction, CO	\$ 1,457,016.00
ERS Constructors	Centennial, CO	\$ 1,046,250.00
M A Concrete	Grand Junction, CO	\$ 1,076,912.18
Berry Brothers Inc	Meeker, CO	\$ 820,126.95
T. Lowell Construction	Castle Rock, CO	\$ 858,817.00
Engineer's Estimate		\$ 1,002,450.00

Attach 10

**Purchase of Stormwater Easement from Mervyn's for the Ranchmen's Ditch Project
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Purchase of a Perpetual Stormwater Easement and Temporary Easements at Mervyn's Department Store (MDS Realty LLC) for the Independent Ranchman's Ditch Project					
Meeting Date	December 20, 2006					
Date Prepared	December 14, 2006				File #	
Author	Peggy Holquin		Real Estate Manager			
Presenter Name	Mark Relph		Public Works and Utilities Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: The City has entered into a contract to purchase a perpetual stormwater easement, temporary construction easements and a longitudinal temporary easement across a portion of the Mervyn's property at Mesa Mall for the Independent Ranchman's Ditch Project. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Budget: Sufficient funds exist in the 2006 Fund 202 budget to complete the City's due diligence investigations and purchase of this interest in this property:

2006 Budget	\$1,800,000
Expenses to Date:	\$415,809
Costs Related to this Property Purchase:	
Estimated Purchase Price Easements	\$85,787
Estimated Closing Costs	\$1,000
Total Costs Related to This Request	\$86,787
2006 Remaining Funds	\$1,297,404
Total Project Budget	\$12,300,000
Estimated Project Costs:	
Engineering	\$250,000
Utility Relocations / Street Lights	\$600,000
Construction	\$10,500,000
Easement Acquisitions	\$800,000
Total Estimated Project Costs	\$12,150,000
Remaining Funds / Contingency	\$150,000

Action Requested/Recommendation: Adopt proposed resolution.

Attachments:

Proposed Resolution

Background Information:

The Independent Ranchmen’s Ditch project (a.k.a. Big Pipe) will reduce the risk of flooding between Patterson Road, Highway 6 and 50, 26 Road and Mesa Mall. In the 100 year event, there are 380 developed properties that would be subject to flooding including homes, an elementary school, mobile home park, and numerous commercial structures including the largest retail developments on the Western Slope.

The City Council has adopted details, plans, schedules and funds for the construction of the Independent Ranchmen’s Ditch Project. Acquisition of portions of interests in the property at Mesa Mall are required to complete the Independent Ranchmen’s Ditch project across Mesa Mall.

The subject property is located at Mesa Mall. The interests to be acquired contain the following:

Parcel	Assessor Number	Address	Zoned	Easement Reqd (Sq Ft)
PE	2945-092-03-008	2424 Hwy 6&50	C-1	39,021
TCE	2945-092-03-008	2424 Hwy 6&50	C-1	48,529
LTE	2945-092-03-008	2424 Hwy 6&50	C-1	4,504

Easement Budget. This acquisition for storm sewer easement had been estimated at \$75,603.00 based on 25% of full purchase price of \$7.75 per sq ft fair market value. This fair market value is based on a range of value provided by an MAI appraiser. The temporary easements value is a nominal lump sum payment. Vegetation that will be removed for construction has been valued by a certified arborist and master gardener. The amount of his appraisal for the vegetation loss on this property due to the installation of the stormwater pipe will be paid directly to the owner and not replaced by our contractor.

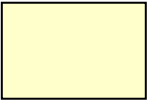
VICINITY MAP



Perpetual Stormwater Easement



Temporary Construction Easement



Longitudinal Construction Easement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF A PERPETUAL STORM
WATER EASEMENT, TEMPORARY CONSTRUCTION EASEMENTS AND A
LONGITUDINAL TEMPORARY EASEMENT
AT 2424 HWY 6 & 50 FROM
MERVYN'S DEPARTMENT STORE (MDS REALTY, LLC)**

Recitals.

A. The City of Grand Junction has entered into a contract with MDS REALTY, LLC, for the purchase by the City of certain perpetual and temporary easements located within the proposed alignment of the Independent Ranchman's Ditch. The three easements to be acquired are as follows:

Parcel	Assessor Number	Address	Zoned	Easement Reqd (Sq Ft)
PE	2945-092-03-008	2424 Hwy 6&50	C-1	39,021
TCE	2945-092-03-008	2424 Hwy 6&50	C-1	48,529
LTE	2945-092-03-008	2424 Hwy 6&50	C-1	4,504

B. The Memorandum of Agreement provides that the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of said property.

C. Based on the advice and information provided by the City staff, the City Council finds that it is necessary and proper that the City purchase said property.

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

1. The above-described easements shall be purchased for a price of **\$85,787.00**. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said property which are consistent with the provisions of the negotiated Memorandum of Agreement and this Resolution are hereby ratified, approved and confirmed.

2. Said **\$85,787.00** is authorized to be paid at closing, in exchange for conveyance of the required easements.

3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the acquisition of the described easements. Specifically, City staff is directed to effectuate this Resolution

and the existing Memorandum of Agreement, including the execution and delivery of such certificates and documents as may be necessary or desirable to complete the purchase for the stated price.

PASSED and ADOPTED this ____ day of _____, 2006.

Attest:

President of the Council

City Clerk

Attach 11

Public Hearing – Create The Bluffs Sanitary Sewer Improvement District No. SS-48-06 and Award the Contract for Construction

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Create Sanitary Sewer Improvement District No. SS-48-06, and Award Construction Contract					
Meeting Date	December 20, 2006					
Date Prepared	December 15, 2006				File #	
Author	Michael Grizenko			Real Estate Technician		
Presenter Name	Mark Relph			Public Works and Utilities Director		
Report results back to Council	X	No		Yes	When	
Citizen Presentation	X	Yes		No	Name	Any interested person
	Workshop	X		Formal Agenda		Consent X Individual Consideration

Summary: A majority of the owners of real estate located in the area east of 23 Road and between Terry Court and the Colorado River have submitted a petition requesting an improvement district be created to provide sanitary sewer service to their respective properties, utilizing the septic sewer elimination program to help reduce assessments levied against the affected properties. This is the final step in the formal process required to create the proposed Improvement District.

Budget: Costs to be incurred within the limits of the proposed district boundaries are estimated to be \$318,872. Sufficient funds have been transferred from Fund 902, the sewer system “general fund”, to pay for these costs. Except for the 30% Septic System Elimination(SSE) contribution, this fund will be reimbursed by assessments to be levied against the 21 benefiting properties, as follows:

Estimated Project Costs	\$318,872	\$14,574 / lot*
-30% SSE amount (excluding easement costs)	<u>(\$92,611)</u>	<u>(\$ 4,233) / lot</u>
Total Estimated Assessments	\$226,261	\$10,341 / lot

* Two properties consist of duplexes, which are assessed at 1.44 Equivalency Units each.

This proposed improvement district is slated for construction as part of the 2006 revised budget of \$1,450,000 in **906-F48200**. A breakdown of the budget is as follows:

PROJECT NAME	BUDGET ESTIMATE
Bluffs SID	\$ 225,000.00
Palace Verdes SID	\$ 270,000.00
Mesa Grande SID (close out)	\$ 121,000.00
Reed Mesa SID (close out)	<u>\$ 815,000.00</u>
Estimated TOTAL:	\$ 1,431,000.00
Budget Total	<u>\$1,450,000.00</u>
Remaining Funds:	\$ 19,000.00

Action Requested/Recommendation: Adopt a Resolution Creating and Establishing Sanitary Sewer Improvement District No. SS-48-06 and Authorize the City Manager to enter into a construction contract with Sorter Construction Inc., in the amount of \$273,206.00.

Attachments: Ownership summary, vicinity map, proposed resolution.

Background Information: This project bid out on October 3. There were two bidders, which were Downey Excavating at \$333,349.00 and Sorter had the lower bidder at \$273,206.00. In 2001 the City Council and Mesa County Commissioners adopted two policies to promote the elimination of septic systems in the Persigo sewer service area. In the revised 2006 budget, \$1,450,000 is budgeted to fund improvement districts that will extend sanitary sewer service to various neighborhoods. Additionally, a Septic System Elimination Program has been created that provides financial assistance for property owners who wish to participate in improvement districts. This program authorizes the City and Mesa County to pay 30% of the improvement district costs.

The proposed improvement district consists of 19 single-family properties and 2 duplexes which are connected to septic systems. Fifty-seven percent of the property owners have signed a petition requesting that this improvement district be created. People's Ordinance No. 33 authorizes the City Council to create improvement districts when requested by a majority of the property owners to be assessed. A summary of the process that follows submittal of the petition is provided below.

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

1. √ City Council passes a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.

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

Creation of this proposed improvement district will require 2 main line easements, 1 private service line easement, 1 temporary construction easement and 1 ingress/egress easement across properties included in this district.

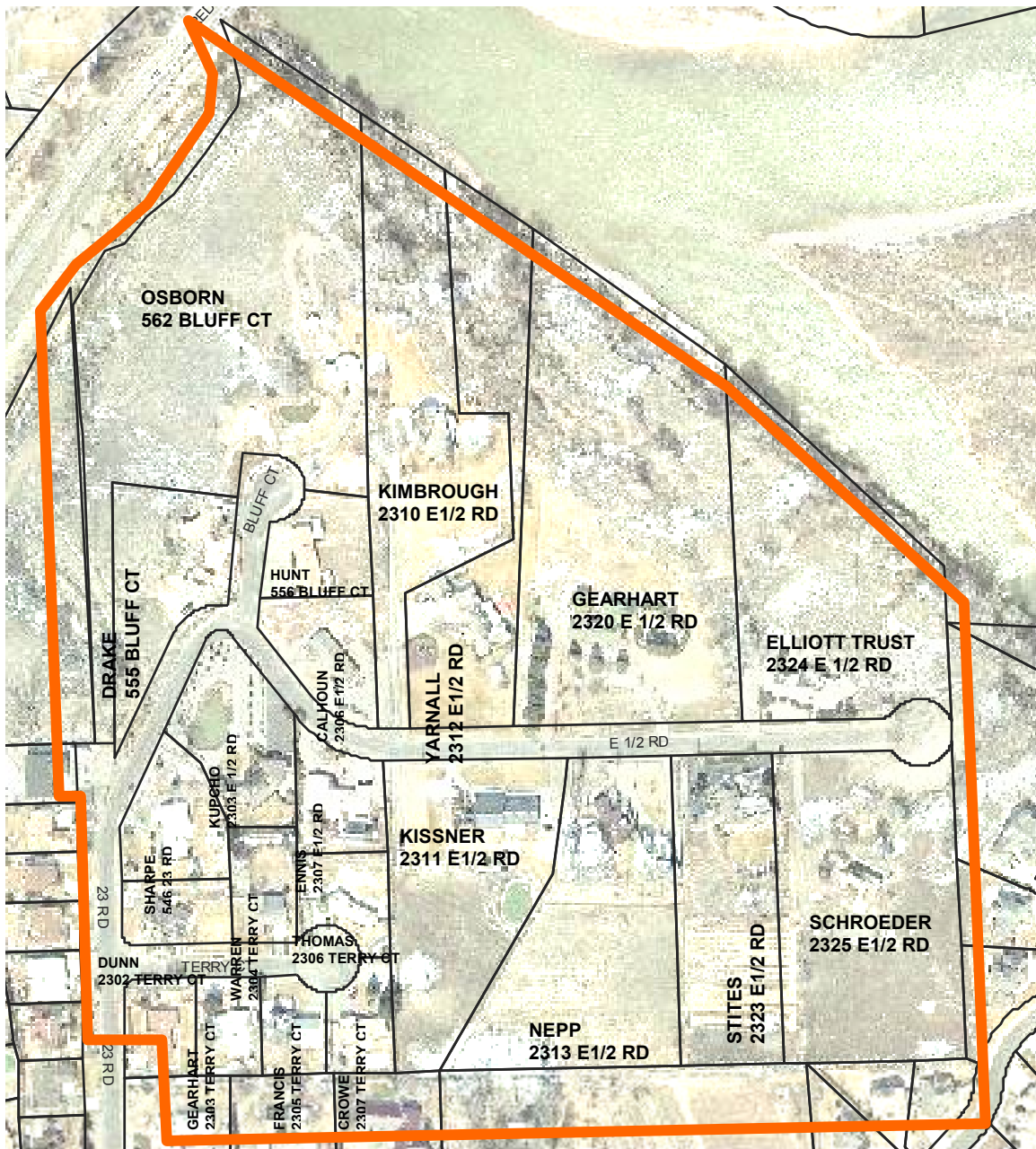
OWNERSHIP SUMMARY

PROPOSED BLUFFS SANITARY SEWER IMPROVEMENT DISTRICT No. SS-48-06

SCHEDULE NO.	OWNERSHIP	PROPERTY ADDRESS	ESMT REQ.?
2945-082-00-051	The Elliott Living Trust	2324 E 1/2 Road	
2945-082-00-054	• Henry G. & Judith K. Drake	555 Bluff Court	Yes
2945-082-00-070	Ramona Lee Osborn	562 Bluff Court	Yes
2945-082-00-084	Dixie Y. Hunt	556 Bluff Court	
2945-082-00-085	• Joy June Calhoun	2306 E 1/2 Road	
2945-082-00-092	• Daniel R. & Evelyn M. Gearhart	2320 E 1/2 Road	
2945-082-00-101	• David G. Kimbrough	2310 E 1/2 Road	
2945-082-00-102	Gertrude P. Yarnall Family Trust	2312 E 1/2 Road	
2945-083-00-078	• John Charles & Genell Renee Stites	2323 E 1/2 Road	
2945-083-00-079	• James E. & Jane Ann Schroeder	2325 E 1/2 Road	
2945-083-00-094	• Ron L. & Nola A. Kissner	2311 E 1/2 Road	
2945-083-00-095	• John F. & Marion A. Nepp	2313 E 1/2 Road	
2945-083-08-002	• Connie Sue Gearhart	2303 Terry Court	
2945-083-08-003	Jerry D. & Glenda M. Francis Trusts	2305 Terry Court	
2945-083-08-004	Paula M. & Carol L. Crowe	2307 Terry Court	
2945-083-08-005	Jack A. & Carolyn Jean Thomas	2306 Terry Court	
2945-083-08-006	• Loren E. & Laurel J. Ennis	2307 E 1/2 Road	
2945-083-08-008	• Carol L. & Dacre H. Dunn	2302 Terry Court	
2945-083-08-011	• Thomas G. & Rhonda K. Kupcho	2303 E 1/2 Road	
2945-083-08-012	Mary Louise Sharpe	546 23 Road	
2945-083-08-013	Jack W. & Sandra L. Warren	2304 Terry Court	

- Indicates owners signing in favor of the improvements are 12/21 or 57%.

BOUNDARY OF THE PROPOSED BLUFFS SANITARY SEWER IMPROVEMENT DISTRICT



RESOLUTION NO. _____

**A RESOLUTION CREATING AND ESTABLISHING
SANITARY SEWER IMPROVEMENT DISTRICT NO. SS-48-06,
WITHIN THE CORPORATE LIMITS OF THE CITY OF GRAND JUNCTION, COLORADO,
AUTHORIZING THE INSTALLATION OF SANITARY SEWER FACILITIES AND
ADOPTING DETAILS, PLANS AND SPECIFICATIONS FOR THE SAME**

WHEREAS, on the 15th day of November, 2006, the City Council passed Resolution No. 143-06 declaring its intention to create Sanitary Sewer Improvement District No. SS-48-06, authorizing the City Engineer to prepare full details, plans and specifications for the installation of sanitary sewer improvements together with a map of the district lands to be assessed, and authorizing a Notice of Intention to Create said district; and

WHEREAS, the City Engineer has fully and strictly complied with the directions so given and has filed such specifications and map, all in accordance with said Resolution No. 143-06 and the requirements of Chapter 28 of the City of Grand Junction Code of Ordinances, as amended, City Ordinance No. 178, as amended, and People's Ordinance No. 33; and

WHEREAS, the Notice of Intention to Create Sanitary Sewer Improvement District No. SS-48-06 was duly published as authorized by said Resolution No. 143-06.

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

1. That the details, plans and specifications and the map of the district lands prepared by the City Engineer are hereby approved and adopted.
2. That said Sanitary Sewer Improvement District No. SS-48-06 be, and the same is hereby, created and established; that the installation of certain sanitary sewer improvements therein be, and the same are hereby, authorized and directed in accordance with Chapter 28 of the Code of Ordinances, as amended, City Ordinance No. 178, as amended, and People's Ordinance No. 33.
3. That the installation of improvements for Sanitary Sewer Improvement District No. SS-48-06 shall be made by contract let to the lowest reliable and responsible bidder after public advertisement; except, that if it is determined by the City Council that the bids are too high, and that the authorized improvements can be efficiently made by the City, the City may provide that the construction shall be made under the direction and control of the City Manager by hiring labor by the day or otherwise, and by purchasing all necessary materials, supplies and equipment.

4. That the improvements in said Sanitary Sewer Improvement District No. SS-48-06 were duly ordered, after notice duly given, and that all conditions precedent and all requirements of the laws of the State of Colorado, the Charter of said City, Ordinance No. 178, as amended, and People's Ordinance No. 33, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, have been strictly complied with.

5. That the description of the improvements to be constructed, the boundaries of said Sanitary Sewer Improvement District No. SS-48-06, the amounts estimated to be assessed, the number of installments and assessments, the time in which the costs shall be payable, the rate of interest on unpaid installments, and the manner of apportioning and assessing such costs, shall be as prescribed in Resolution No. 143-06 adopted for said District on the 15th day of November, 2006, and in accordance with the published Notice of Intention to Create said District.

PASSED and ADOPTED this _____ day of _____, 2006.

Attest:

President of the Council

City Clerk

Attach 12
Public Hearing – Rezoning Property Owned by St. Mary’s Hospital
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Rezone property owned by St. Mary’s Hospital located at 2440 N. 11 th Street from B-1, Neighborhood Business to PD, Planned Development					
Meeting Date	December 20, 2006					
Date Prepared	December 11, 2006				File # RZ-2006-232	
Author	Scott D. Peterson		Senior Planner			
Presenter Name	Scott D. Peterson		Senior Planner			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: Request to rezone Lot 3R, Wellington Business Park Replat (1.80 acres), located at 2440 N. 11th Street from B-1, Neighborhood Business to PD, Planned Development.

Budget: N/A

Action Requested/Recommendation: Hold a Public Hearing and consider final passage of the Rezoning Ordinance.

Background Information: See attached Staff Report/Background Information.

Attachments:

1. Staff Report/Background Information
2. Site Location Map / Aerial Photo Map
3. Future Land Use Map / City Zoning Map
4. PD Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:		2440 N. 11 th Street		
Applicant:		St. Mary's Hospital, Owners Robert D. Jenkins, Representative		
Existing Land Use:		Vacant Lot		
Proposed Land Use:		Contractor staging area for Century Project then office/medical office development		
Surrounding Land Use:	North	Medical Office		
	South	Multi-Family Residential		
	East	Former church – Future medical office		
	West	Medical Office		
Existing Zoning:		B-1, Neighborhood Business		
Proposed Zoning:		PD, Planned Development		
Surrounding Zoning:	North	B-1, Neighborhood Business		
	South	RMF-24, Residential Multi-Family – 24 units/acre		
	East	B-1, Neighborhood Business		
	West	B-1, Neighborhood Business		
Growth Plan Designation:		Commercial		
Zoning within density range?	X	Yes		No

Staff Analysis:

The applicant, St. Mary's Hospital, is requesting to rezone Lot 3R, Wellington Business Park Replat (1.80 acres), located at 2440 N. 11th Street, to PD, Planned Development, in order to achieve a uniform Planned Development zone classification for their properties. The B-1, Neighborhood Business District, would still be designated as the underlining/default zoning district. The parcel is currently vacant and will be utilized as a contractor staging area during the proposed Century Project construction period at St. Mary's Hospital. Once the Century Project is completed in the year 2011, the property will likely be developed for a proposed office or medical office building.

The City Council recently approved Master Plan 2005 for St. Mary's Hospital at their November 15, 2006 meeting (City file # ICM-2006-005), which included this property.

The Growth Plan Future Land Use Map designates this property as Commercial. The requested zone district of PD, Planned Development, with the underlining zoning district of B-1, Neighborhood Business, implements the Commercial land use classification of the Growth Plan. The rezone is also consistent with the following Goals and Policies of the Growth Plan:

* Goal Eight: is to support the long-term vitality of existing centers of community activity as identified in Policy 8.10 which states that the City should encourage the growth and development of retail, office and service uses related to hospital operations.

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

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

The property is located in an area of existing medical office development. The applicant wishes to develop this property as a contractor staging area during the proposed Century Project construction period at St. Mary's Hospital. Once the Century Project is completed in the year 2011, the property will likely be developed for a proposed office or medical office building. The applicant is also requesting the rezone to PD, Planned Development in order to achieve a uniform Planned Development zone classification for their properties. The City Council recently approved Master Plan 2005 for St. Mary's Hospital.

- b. The proposed rezone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations;**

The proposed zoning of PD with the B-1 default zone is within the allowable density range recommended by the Growth Plan and Chapter 5, Planned Development of the Zoning and Development Code. This criterion must be considered in conjunction with criterion C which requires that public facilities and services are available when the impacts of any proposed development are realized. The Planning Commission has determined that public infrastructure can address the impacts of any development consistent with this proposed rezoning request, therefore this criterion is met.

- c. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning;**

Adequate public facilities are currently available and can address the impacts of development consistent with the default zoning district of B-1.

d. The supply of comparably zoned land in the surrounding area is inadequate to accommodate the community's needs; and

The property is currently zoned B-1, Neighborhood Business. The applicant wishes to rezone to PD, Planned Development in order to achieve a uniform Planned Development zone classification for their properties. With the approval of the PD Zoning District, the default zoning district would then be B-1. All land uses and development standards associated with the B-1 District would be applicable to the proposed PD Zoning District.

e. The community will benefit from the proposed zone.

St. Mary's Hospital is requesting the rezoning to PD, Planned Development in order to achieve a uniform Planned Development zone classification for their properties included in their approved Master Plan.

Section 2.12 - Planned Development

The request is also consistent with Section 2.12 and Chapter 5 of the Zoning and Development Code in that this property was included in Master Plan 2005 for St. Mary's Hospital, which was recently approved by City Council.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the St. Mary's Hospital application, RZ-2006-232 for a rezone, the Planning Commission made the following findings of fact and conclusions:

1. The requested rezone is consistent with the Growth Plan
2. The review criteria in Section 2.6 A. of the Zoning and Development Code have all been met.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval of the requested rezone to PD, Planned Development, for property owned by St. Mary's Hospital located at 2440 N. 11th Street with the facts and conclusions listed in the staff report.

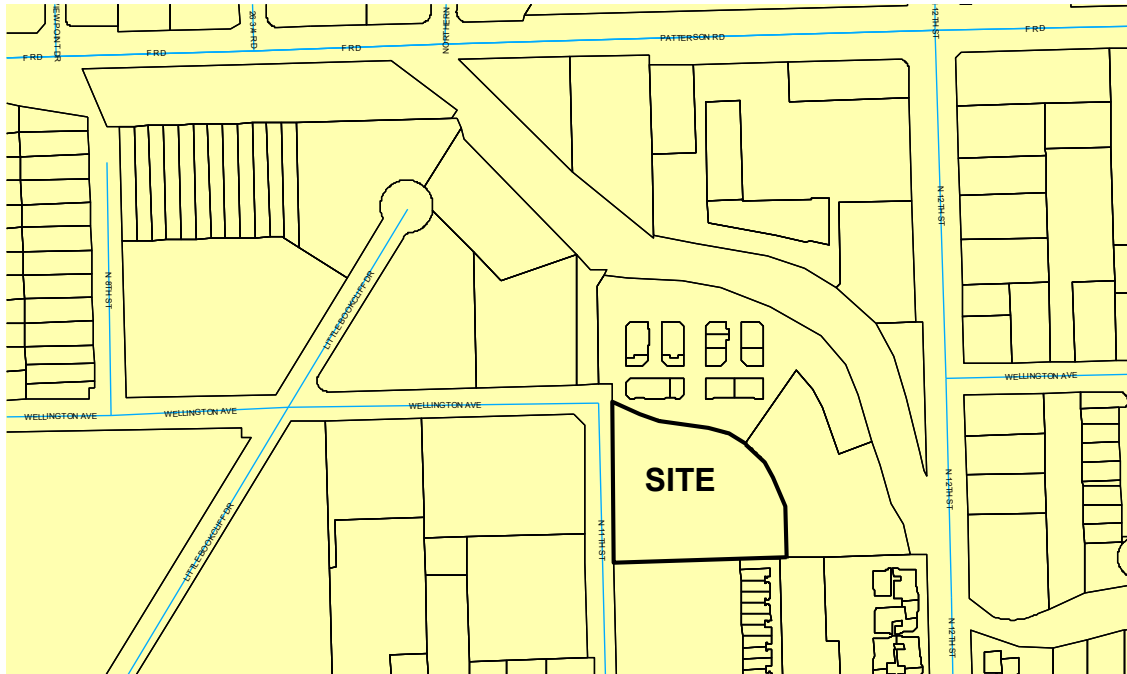
Attachments:

1. Site Location Map / Aerial Photo Map

2. Future Land Use Map / City Zoning Map
3. PD Ordinance

Site Location Map - 2440 N. 11th St.

Figure 1



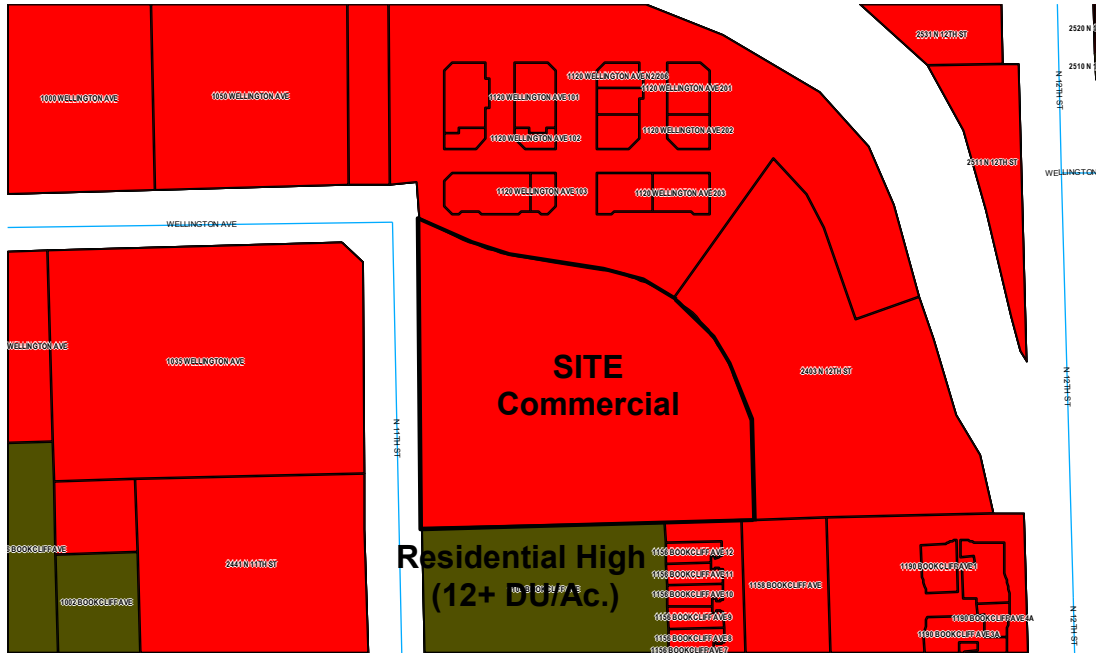
Aerial Photo Map – 2440 N. 11th St.

Figure 2



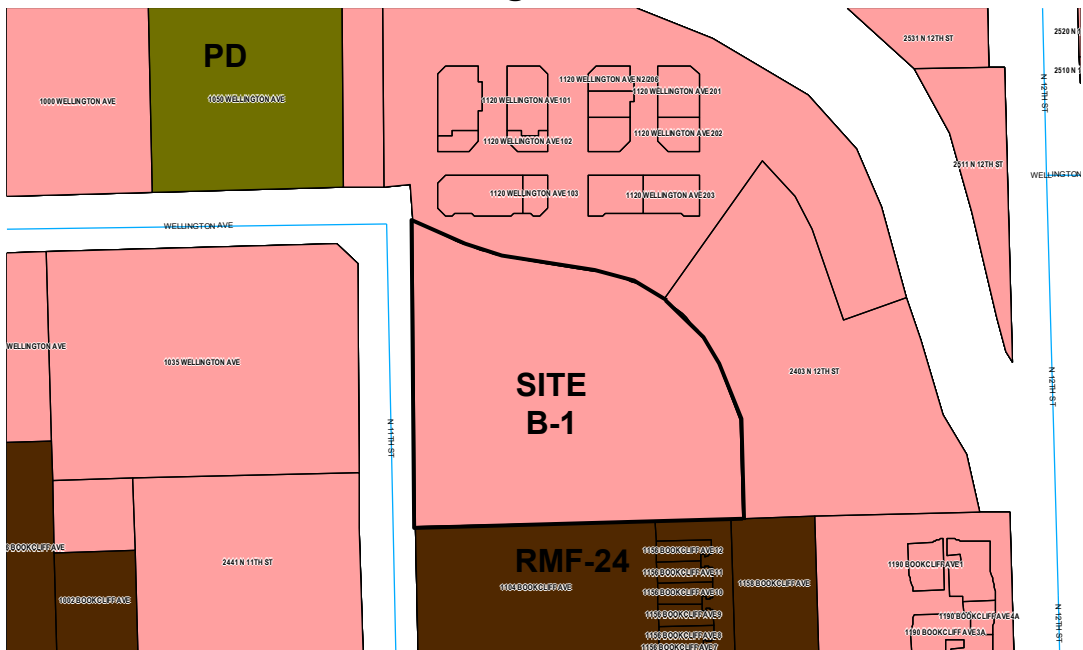
Future Land Use Map – 2440 N. 11th St.

Figure 3



Existing City Zoning – 2440 N. 11th St.

Figure 4



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE REZONING LOT 3R, WELLINGTON BUSINESS PARK REPLAT
TO PD, PLANNED DEVELOPMENT, AND ESTABLISHING STANDARDS
FOR THE PLANNED DEVELOPMENT (PD) ZONE DISTRICT FOR PROPERTY
OWNED BY ST. MARY'S HOSPITAL**

LOCATED AT 2440 N. 11th STREET

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 Lot 3R, Wellington Business Park Replat to the PD, Planned Development Zone District, finding that it conforms with 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 is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 and Chapter Five of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the PD, Planned Development Zone District is in conformance with the stated criteria of Section 2.6 and Chapter Five of the Grand Junction Zoning and Development Code.

This PD Ordinance will establish the default zoning district, B-1, Neighborhood Business.

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

The following property be zoned PD, Planned Development

Lot 3R, Wellington Business Park Replat

CONTAINING 1.80 Acres (78,408 Sq. Ft.), more or less, as described.

The default zone shall be B-1, Neighborhood Business, and the use of the property shall be consistent with the adopted Master Plan 2005 for St. Mary's Hospital with interim use of the property located at 2440 N. 11th Street to be utilized as a contractor staging area for development and construction of the Century Project.

INTRODUCED on first reading the 6th day of December, 2006 and ordered published.

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

ATTEST:

President of the Council

City Clerk

Attach 13
Public Hearing – Mahan Manor Annexation and Zoning
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Mahan Manor Annexation and Zone of Annexation, located at 2855 UnawEEP Avenue					
Meeting Date	December 20, 2006					
Date Prepared	December 5, 2006			File #ANX-2006-277		
Author	Ronnie Edwards		Associate Planner			
Presenter Name	Kathy Portner		Assistant Community Development Director			
Report results back to Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When	
Citizen Presentation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda			Consent <input checked="" type="checkbox"/> Individual Consideration

Summary: Request to annex and zone 10.34 acres, located at 2855 UnawEEP Avenue, to RSF-4 (Residential Single Family, 4du/ac). The Mahan Manor Annexation consists of one parcel.

Budget: N/A

Action Requested/Recommendation: Adopt resolution accepting the petition for annexation and hold a public hearing and consider final passage of annexation and zoning ordinance.

Background Information: See attached Staff Report/Background Information

Attachments:

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

6. Zoning Ordinance

BACKGROUND INFORMATION			
Location:		2855 UnawEEP Avenue	
Applicants:		Mahan Manor Estates, LLC	
Existing Land Use:		Residential/Agricultural	
Proposed Land Use:		Residential Single Family	
Surrounding Land Use:	North	Residential Single Family	
	South	Residential Single Family/Vacant	
	East	Residential Single Family	
	West	Residential Single Family	
Existing Zoning:		County RSF-4	
Proposed Zoning:		City RSF-4	
Surrounding Zoning:	North	County RSF-4	
	South	County RSF-4	
	East	City RSF-4	
	West	County RSF-4	
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 10.34 acres of land and is comprised of one parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

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

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single

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

The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
November 15, 2006	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
November 28, 2006	Planning Commission considers Zone of Annexation
December 6, 2006	Introduction Of A Proposed Ordinance on Zoning by City Council
December 20, 2006	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
January 21, 2007	Effective date of Annexation and Zoning

MAHAN MANOR ANNEXATION SUMMARY		
File Number:		ANX-2006-277
Location:		2855 UnawEEP Avenue
Tax ID Number:		2943-301-00-274
Parcels:		1
Estimated Population:		2
# of Parcels (owner occupied):		1
# of Dwelling Units:		1
Acres land annexed:		10.34 acres
Developable Acres Remaining:		9.6 acres
Right-of-way in Annexation:		.741 acres of UnawEEP Avenue
Previous County Zoning:		RSF-4
Proposed City Zoning:		RSF-4
Current Land Use:		Residential/Agricultural
Future Land Use:		Residential
Values:	Assessed:	\$16,170
	Actual:	\$183,700
Address Ranges:		2851 to 2859 UnawEEP Avenue
Special Districts:	Water:	Ute Water District
	Sewer:	Orchard Mesa Sanitation
	Fire:	Grand Junction Rural Fire Dept.
	Irrigation/ Drainage:	Orchard Mesa Irrigation
	School:	District 51
	Pest:	Grand River Mosquito District

Zone of Annexation: The requested zone of annexation to the RSF-4 zone district is consistent with the Growth Plan designation 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.A.3, 4, 5 as follows:

- The proposed zone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted plans and policies, the requirements of this Code and other City regulations;

Response: The proposed zoning of RSF-4 is compatible with the neighborhood and conforms to the goals and policies of the Growth Plan. The surrounding zoning is RSF-4 and surrounding subdivisions are built to densities of 2 to 4 units per acre.

- Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning;

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

- The supply of comparably zoned land in the surrounding area is inadequate to accommodate the community's needs.

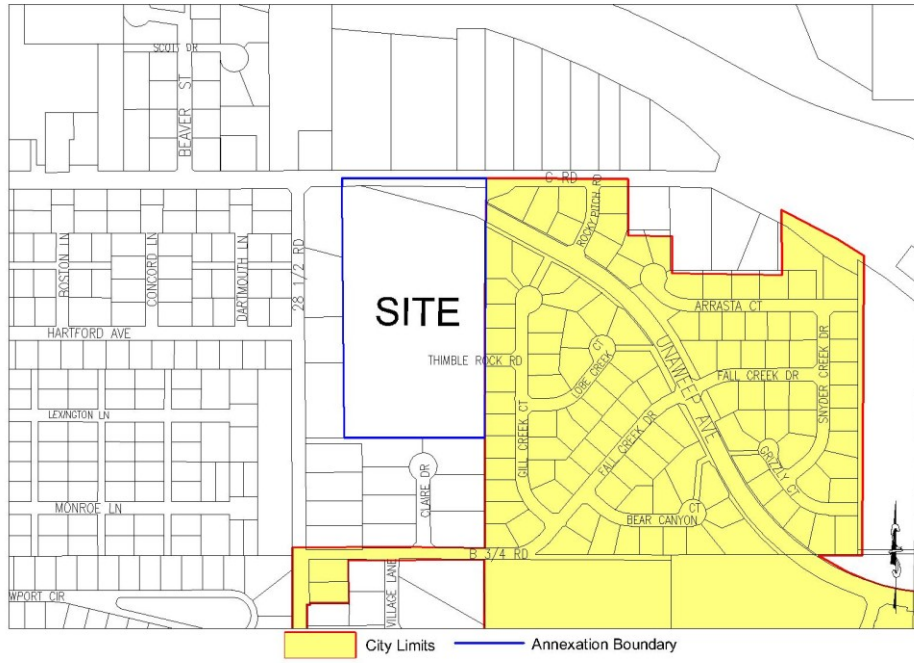
Response: The subject property is being zoned with a City designation due to the annexation and is comparable with surrounding area.

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

- a. RSF-2 (Residential Single Family, 2 du/ac)

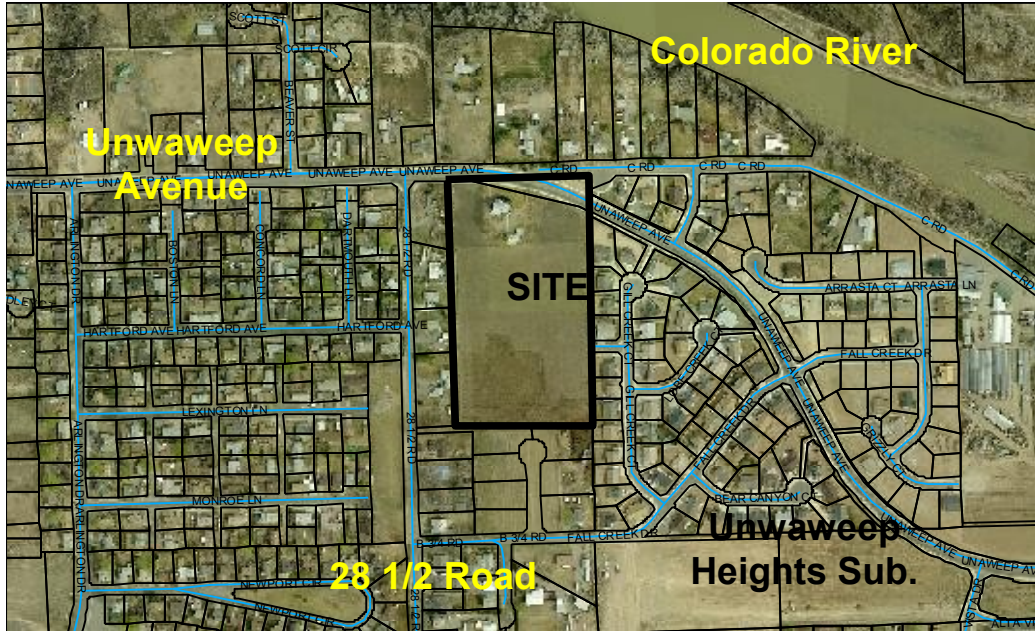
PLANNING COMMISSION RECOMMENDATION:

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



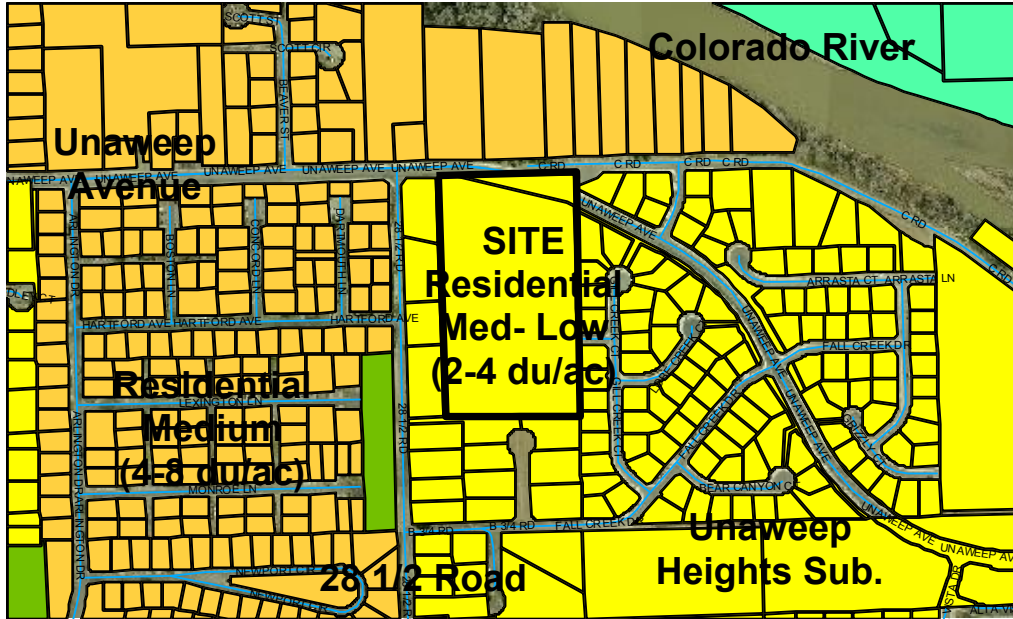
Aerial Photo Map

Figure 2



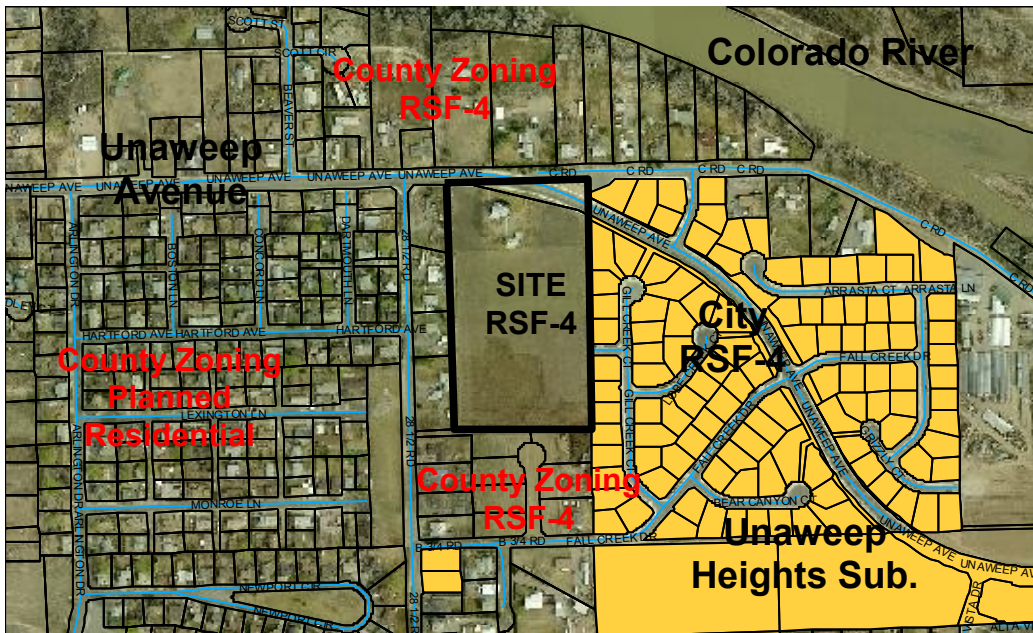
Future Land Use Map

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
MAHAN MANOR ANNEXATION**

**LOCATED AT 2855 UNAWEEP AVENUE INCLUDING
A PORTION OF THE UNAWEEP AVENUE RIGHT-OF-WAY**

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 15th day of November, 2006, 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:

MAHAN MANOR ANNEXATION

2943-301-00-274

A certain parcel of land lying in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 3 of Kirby Subdivision, as same is recorded in Plat Book 11, Page 28, Public Records of Mesa County, Colorado, and assuming the North line of said Lot 3 bears N89°57'12"W with all other bearings contained herein being relative thereto; thence N89°57'12"W along the North line of said Kirby Subdivision a distance of 493.20 feet to the Southwest corner of that certain parcel of land as described in Book 3268, Pages 258-259, Public Records of Mesa County, Colorado; thence N00°02'43"W along the West line of said parcel a distance of 910.00 feet to the North line of the NW 1/4 NE 1/4 of said Section 30; thence S89°57'28"E along said North line a distance of 492.16 feet to the Northwest corner of the UnawEEP Heights Annexation No. 3, City of Grand Junction, Ordinance No. 3549; thence S00°01'12"E along the West line of said UnawEEP Heights Annexation No. 3 a distance of 910.09 feet, more or less, to the Point of Beginning.

Said parcel contains 10.34 acres (450,475 square feet), more or less, as described

WHEREAS, a hearing on the petition was duly held after proper notice on the 20th day of December, 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**

MAHAN MANOR ANNEXATION

APPROXIMATELY 10.34 ACRES

**LOCATED AT 2855 UNAWEEP AVENUE, INCLUDING
A PORTION OF THE UNAWEEP AVENUE RIGHT-OF-WAY**

WHEREAS, on the 15th day of November, 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 20th day of December, 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:

MAHAN MANOR ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 3 of Kirby Subdivision, as same is recorded in Plat Book 11, Page 28, Public Records of Mesa County, Colorado, and assuming the North line of said Lot 3 bears N89°57'12"W with all other bearings contained herein being relative thereto; thence N89°57'12"W along the North line of said Kirby Subdivision a distance of 493.20 feet to the Southwest corner of that certain parcel of land as described in Book 3268, Pages 258-259, Public Records of Mesa County, Colorado; thence N00°02'43"W along the West line of said parcel a distance of 910.00 feet to the North line of the NW 1/4 NE 1/4 of said Section 30; thence S89°57'28"E

along said North line a distance of 492.16 feet to the Northwest corner of the UnawEEP Heights Annexation No. 3, City of Grand Junction, Ordinance No. 3549; thence S00°01'12"E along the West line of said UnawEEP Heights Annexation No. 3 a distance of 910.09 feet, more or less, to the Point of Beginning.

Said parcel contains 10.34 acres (450,475 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 15h day of November, 2006 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 MAHAN MANOR ANNEXATION TO RSF-4,
RESIDENTIAL SINGLE FAMILY WITH A DENSITY
NOT TO EXCEED FOUR UNITS PER ACRE**

LOCATED AT 2855 UNAWEEP AVENUE

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 Mahan Manor Annexation to RSF-4, Residential Single Family not to exceed four units per acre, zone district finding that it conforms with 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 is generally compatible with 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 public notice and public hearing before the Grand Junction City Council, City Council finds that the RSF-4 zone district 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 be zoned RSF-4, Residential Single Family with a density not to exceed four units per acre.

MAHAN MANOR ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 3 of Kirby Subdivision, as same is recorded in Plat Book 11, Page 28, Public Records of Mesa County, Colorado, and assuming the North line of said Lot 3 bears N89°57'12"W with all other bearings contained herein being relative thereto; thence N89°57'12"W along the North line of said Kirby Subdivision a distance of 493.20 feet to the Southwest corner of that certain parcel of land as described in Book 3268, Pages 258-259, Public Records of Mesa County, Colorado; thence N00°02'43"W along the West line of said parcel a distance of 910.00

feet to the North line of the NW 1/4 NE 1/4 of said Section 30; thence S89°57'28"E along said North line a distance of 492.16 feet to the Northwest corner of the Unaweeep Heights Annexation No. 3, City of Grand Junction, Ordinance No. 3549; thence S00°01'12"E along the West line of said Unaweeep Heights Annexation No. 3 a distance of 910.09 feet, more or less, to the Point of Beginning.

Said parcel contains 10.34 acres (450,475 square feet), more or less, as described

Introduced on first reading this 6th day of December, 2006 and ordered published.

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

ATTEST:

President of the Council

City Clerk

Attach 14

**Public Hearing – Calfrac Annexation and Zoning Located at 489 30 Road
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject		Calfrac Annexation and Zoning, located at 489 30 Road.				
Meeting Date		December 20, 2006				
Date Prepared		December 14, 2006			File #ANX-2006-283	
Author		Adam Olsen		Associate Planner		
Presenter Name		Kathy Portner		Assistant Community Development Director		
Report results back to Council		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When
Citizen Presentation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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: Request to annex and zone 32.92 acres, located at 489 30 Road, to I-1 (Light Industrial) and RMF-8 (Residential Multi Family 8 du/ac). The Calfrac Annexation consists of three parcels.

Budget: N/A

Action Requested/Recommendation: Adopt Resolution accepting the petition for the Calfrac Annexation and hold a public hearing and consider final passage of the annexation ordinance and zoning ordinance.

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:		489 30 Road	
Applicants:		Calfrac Well Services-Owner Austin Civil Group-Representative	
Existing Land Use:		Industrial & Vacant	
Proposed Land Use:		Industrial & Residential	
Surrounding Land Use:	North	Industrial, Commercial	
	South	Residential, Agriculture	
	East	Industrial, Commercial, Residential	
	West	Commercial	
Existing Zoning:		I-2 (County)	
Proposed Zoning:		I-1 and RMF-8	
Surrounding Zoning:	North	C-2 (County)	
	South	RSF-R (County), I-2 (County), C-1	
	East	I-2 (County), B-1	
	West	I-2 (County)	
Growth Plan Designation:		I (Industrial), CI (Commercial Industrial), RM (Residential Medium 4-8 du/ac)	
Zoning within density range?		<input checked="" type="checkbox"/> x	<input type="checkbox"/> Yes
		<input type="checkbox"/>	<input type="checkbox"/> No

Staff Analysis:

ANNEXATION:

This annexation area consists of 32.92 acres of land and is comprised of three parcels. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

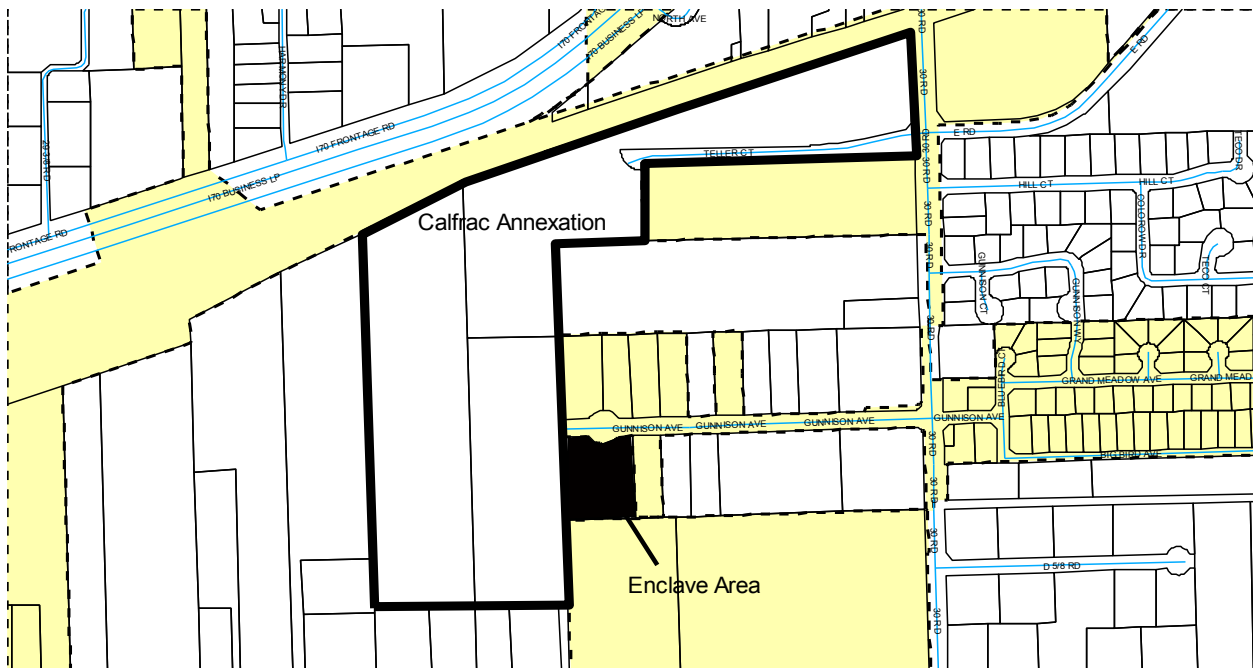
It is staff's professional opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Calfrac Annexation is eligible to be annexed because of compliance with the following:

- 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 Calfrac Annexation inadvertently completes an enclave of incorporated land. Enclaves are small areas of unincorporated Mesa County that are entirely surrounded by the limits of the City of Grand Junction. Included in the Persigo Agreement is a provision to close all enclaves by bringing them into the City in a timely fashion in accordance with state annexation laws. State Annexation statutes require a minimum of 3 years before an area that is encloved by a City to be unilaterally annexed by that City.

The .658 Robert Fulcher property located at 2979 Gunnison Avenue and the 1.00 acre William D. Yeik property located at 2977 Gunnison Ave (see map below) are located within this enclave. No dates have been established at this point for annexing the properties as an enclave annexation, but under the Persigo Agreement it shall occur within 5 years. The owners of the properties have been notified by mail of this enclave happening as a result of the Calfrac Annexation, then when the enclave annexation is scheduled sometime between 3 and 5 years from now, the owners will be notified again with an established timeline.



The following annexation and zoning schedule is being proposed.

<u>ANNEXATION SCHEDULE</u>	
November 15, 2006	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
November 28, 2006	Planning Commission considers Zone of Annexation
December 6, 2006	Introduction Of A Proposed Ordinance on Zoning by City Council
December 20, 2006	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
January 21, 2007	Effective date of Annexation and Zoning

<u>CALFRAC ANNEXATION SUMMARY</u>		
File Number:	ANX-2006-283	
Location:	489 30 Road	
Tax ID Number:	2943-171-00-265 2943-171-00-264 2943-171-00-262	
Parcels:	3	
Estimated Population:	0	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	0	
Acres land annexed:	32.92	
Developable Acres Remaining:	32.92	
Right-of-way in Annexation:	0	
Previous County Zoning:	I-2	
Proposed City Zoning:	I-1 and RMF-8	
Current Land Use:	Industrial, Vacant	
Future Land Use:	I (Industrial), CI (Commercial Industrial), RM (Residential Medium 4-8 du/ac)	
Values:	Assessed:	\$78,840
	Actual:	\$1,413,220
Address Ranges:	489 30 Road & 2980-98 (even only) Teller Court	
Special Districts:	Water:	Ute Water
	Sewer:	CGVSD
	Fire:	GJ Rural
	Irrigation/Drainage:	Grand Junction Drainage
	School:	District 51

Zone of Annexation: The requested zone of annexation to the I-1 and RMF-8 districts is consistent with the Growth Plan designations of I (Industrial), CI (Commercial Industrial), and RM (Residential Medium 4-8 du/ac). The existing County zoning is I-2. 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.A.3, 4 and 5 as follows:

- The proposed zone is compatible with the neighborhood, conforms to and furthers the goals and policies of the growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations.

Response: The proposed zone districts are compatible with the neighborhood and will not create adverse impacts. The future land use map designates the properties to the west as RM (Residential Medium 4-8 du/ac). Properties to the north are designated as Commercial. Properties to the east and south are designated as RM (Residential Medium 4-8 du/ac).

The I-1 and RMF-8 zone districts are in conformance with the following goals and policies of the Growth Plan and the Pear Park Neighborhood Plan:

Policy 1.7: The City will use zoning to establish the appropriate scale, type, location and intensity for development. Development standards should ensure that proposed residential and non-residential development is compatible with the planned development of adjacent property.

Policy 1.9: The City will direct the location of heavy commercial and industrial uses with outdoor storage and operations in parts of the community that are screened from view from arterial streets.

Policy 10.2: The City will consider the needs of the community at large and the needs of individual neighborhoods when making development decisions.

Goal 11: To promote stable neighborhoods and land use compatibility throughout the community.

Goal 17: To promote a healthy, sustainable, diverse economy.

Policy 18.1: The City will coordinate with appropriate entities to monitor the supply of land zoned for commercial and industrial development and retain an adequate supply of land to support projected commercial and industrial employment.

- Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning;

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

- The supply of comparably zoned land in the surrounding area is inadequate to accommodate the community's needs.

Response: At the time of annexation, a property shall be zoned to a district that is consistent with the Growth Plan or consistent with existing County Zoning.

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.

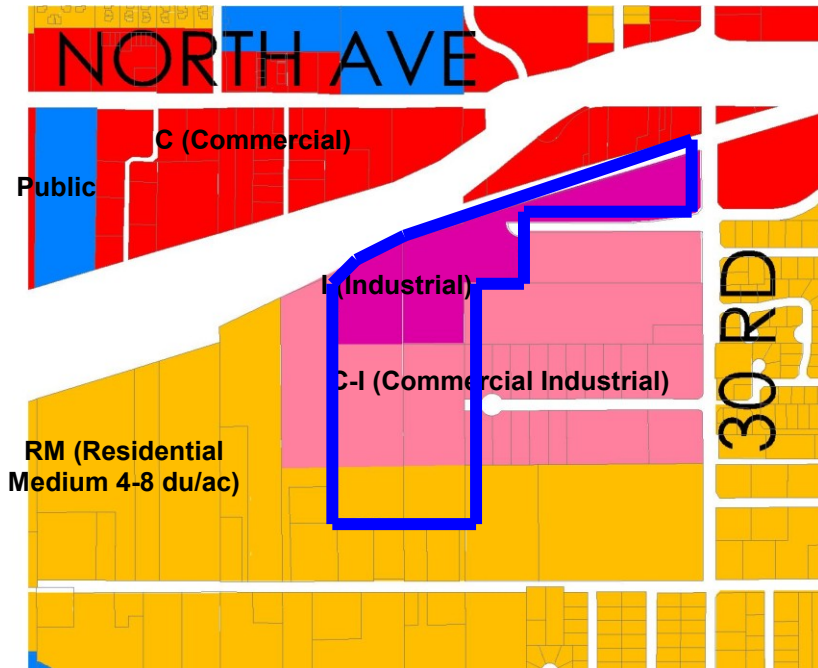
- b. Industrial Designation: I-O, I-2, M-U
- c. Commercial/Industrial Designation: C-2, I-O, M-U
- d. Residential Medium Designation: RSF-4, RMF-5

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the I-1 and RMF-8 districts to be consistent with the Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

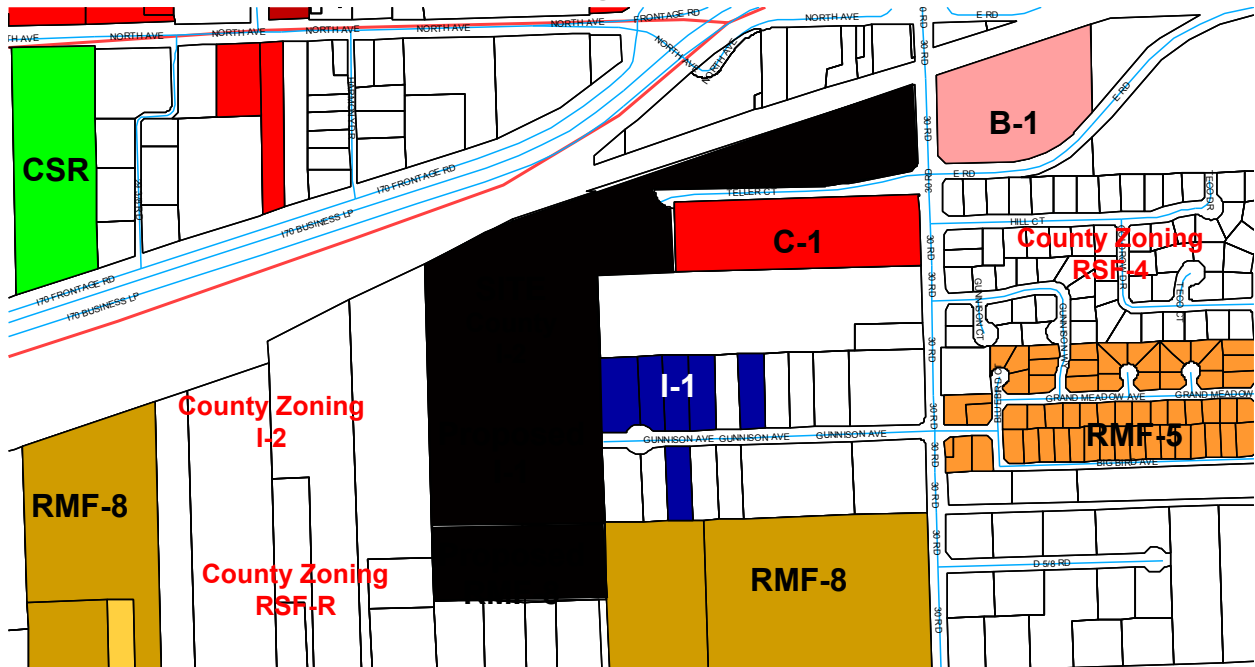
Future Land Use Map

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**

CALFRAC ANNEXATION

LOCATED AT 489 30 ROAD

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 15th day of November, 2006, 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:

CALFRAC ANNEXATION

A parcel of land located in the Northeast Quarter (NE 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Northeast corner of that certain parcel of land as described in Book 3068, Page 559, Public Records, Mesa County, Colorado, and assuming the North line of said parcel to bear N89°57'52"W with all bearings contained herein relative thereto, said line also being the South right of way of Teller Court as described in Book 1062, Page 799, Public Records, Mesa County, Colorado; thence N89°57'52"W along said North line a distance of 971.43 feet to the Northwest corner of said parcel; thence S00°00'43"E along the West line of said parcel a distance of 279.84 feet to the Southwest corner; thence N89°58'03"W along the North line of that certain parcel of land as described in Book 3017, Page 974, Public Records, Mesa County, Colorado, a distance of 310.43 feet to the Northwest corner of said parcel and a point on the West line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 17; thence S00°05'25"E along the West line of said (NE 1/4 NE 1/4) a distance of 329.52 feet to the Southwest corner of said (NE 1/4 NE 1/4); thence S00°06'15"E along the East line of the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of said Section 17 a distance of 963.83 feet to the Southeast corner of that certain parcel of land as described in Book 3980, Page 520, Public Records, Mesa County, Colorado; thence N89°58'29"W along the South line of said parcel a distance of 329.66 feet to the Southwest corner; thence N85°25'48"W along the South line of that certain parcel of land as described in Book 3980, Page 524, Public Records, Mesa County, Colorado, a distance of 164.40 feet; thence N89°58'29"W along said South line a distance of 194.00 feet to the Southwest corner of said parcel; thence N00°10'13"W along the

West line of said parcel a distance of 1338.84 feet to the Northwest corner of said parcel and also being a point on the South right of way of the Southern Pacific Railroad Company; thence N64°28'12"E along said South right of way a distance of 396.95 feet; thence N73°00'26"E along said South right of way a distance of 345.53 feet; thence N73°00'24"E along said South right of way a distance of 1340.89 feet to a point on the Sunrise Church Annexation No. 2, City of Grand Junction Ordinance No. 3091; thence S00°00'44"E along said Sunrise Church Annexation No. 2, a distance of 443.22 feet, more or less to the Point of Beginning.

Said parcel contains 32.92 acres (1,434,311 square feet), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 20th day of December, 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**

CALFRAC ANNEXATION

APPROXIMATELY 32.92 ACRES

LOCATED AT 489 30 ROAD

WHEREAS, on the 15th day of November, 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 20th day of December, 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:

CALFRAC ANNEXATION

A parcel of land located in the Northeast Quarter (NE 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Northeast corner of that certain parcel of land as described in Book 3068, Page 559, Public Records, Mesa County, Colorado, and assuming the North line of said parcel to bear N89°57'52"W with all bearings contained herein relative thereto, said line also being the South right of way of Teller Court as described in Book 1062, Page 799, Public Records, Mesa County, Colorado; thence N89°57'52"W along said North line a distance of 971.43 feet to the Northwest corner of said parcel; thence S00°00'43"E along the West line of said parcel a distance of 279.84 feet to the

Southwest corner; thence N89°58'03"W along the North line of that certain parcel of land as described in Book 3017, Page 974, Public Records, Mesa County, Colorado, a distance of 310.43 feet to the Northwest corner of said parcel and a point on the West line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 17; thence S00°05'25"E along the West line of said (NE 1/4 NE 1/4) a distance of 329.52 feet to the Southwest corner of said (NE 1/4 NE 1/4); thence S00°06'15"E along the East line of the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of said Section 17 a distance of 963.83 feet to the Southeast corner of that certain parcel of land as described in Book 3980, Page 520, Public Records, Mesa County, Colorado; thence N89°58'29"W along the South line of said parcel a distance of 329.66 feet to the Southwest corner; thence N85°25'48"W along the South line of that certain parcel of land as described in Book 3980, Page 524, Public Records, Mesa County, Colorado, a distance of 164.40 feet; thence N89°58'29"W along said South line a distance of 194.00 feet to the Southwest corner of said parcel; thence N00°10'13"W along the West line of said parcel a distance of 1338.84 feet to the Northwest corner of said parcel and also being a point on the South right of way of the Southern Pacific Railroad Company; thence N64°28'12"E along said South right of way a distance of 396.95 feet; thence N73°00'26"E along said South right of way a distance of 345.53 feet; thence N73°00'24"E along said South right of way a distance of 1340.89 feet to a point on the Sunrise Church Annexation No. 2, City of Grand Junction Ordinance No. 3091; thence S00°00'44"E along said Sunrise Church Annexation No. 2, a distance of 443.22 feet, more or less to the Point of Beginning.

Said parcel contains 32.92 acres (1,434,311 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 15th day of November, 2006 and ordered published.

ADOPTED this _____ day of _____, 2006.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE CALFRAC ANNEXATION TO
I-1 & RMF-8**

LOCATED AT 489 30 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 Calfrac Annexation to the I-1 and RMF-8 zone districts finding that it conforms with 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 is generally compatible with 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 public notice and public hearing before the Grand Junction City Council, City Council finds that the I-1 and RMF-8 zone districts are 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 be zoned I-1 (Light Industrial).

Commencing at the Northeast corner of Section 17, Township 1 South, Range 1 East of the Ute Meridian, whence the Southeast corner of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) bears S00°00'55"E 1319.12 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence S00°00'55"E 254.07 feet; thence S73°00'12"W 51.24 feet to a point at the intersection of the South right-of-way line of Union Pacific Railroad and the West right-of-way line of 30 Road, as described in book 3027, pages 290 and 291, the Point of Beginning; thence along said right-of-way line the following five (5) courses: (1) S00°00'55"E 310.39 feet; (2) S39°55'13"W 40.89 feet; (3) S79°51'20"W 154.76 feet; (4) along a curve to the right, having a delta angle of 10°22'03", with a radius of 1071.00 feet, an arc length of 193.79 feet, with a chord bearing of S85°02'21"W, and a chord distance of 193.53 feet; (5) S00°13'22"W 4.52 feet; thence N89°58'02"W 666.00 feet to a point at the beginning of a non-tangent curve; thence along said curve to the left, having a delta angle of 90°03'30", with a radius of 75.00 feet, an arc length of 117.89 feet, with a chord bearing of S44°59'07"E a chord distance of 106.12 feet; thence S00°00'55"E 254.83 feet; thence N89°58'15"W 310.98 feet; thence S00°04'40"E 329.78 feet to the

Northwest corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 17; thence S00°07'45"E 658.86 feet; thence S89°53'20"W 687.49 feet; thence N00°10'25"W 1048.28 feet to the South right of way line of Union Pacific Railroad; thence along said South right of way the following (3) courses: (1) N64°28'00"E 396.95 feet; (2) N73°00'14"E 345.53 feet; (3) N73°00'12"E 1331.47 feet to the Point of Beginning.
Containing 26.69 acres as described.

The following property be zoned RMF-8 (Residential Multi Family 8 du/ac).

Commencing at the Northeast corner of Section 17, Township 1 South, Range 1 East of the Ute Meridian, whence the Southeast corner of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) bears S00°00'55"E 1319.12 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence S33°43'50"W 2377.54 feet to the Point of Beginning; thence S00°07'45"E 304.71 feet; thence N89°58'41"W 329.38 feet; thence N85°36'00"W 164.40 feet; thence N89°58'41"W 194.00 feet; thence N00°10'25"W 290.56 feet; thence N89°53'20"E 687.49 feet to the Point of Beginning.
Containing 4.72 acres as described.

Introduced on first reading this 6th day of December, 2006 and ordered published.

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

ATTEST:

President of the Council

City Clerk

Attach 15

**Infill and Redevelopment Request for Killian, Guthro and Jenson Building
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Infill and Redevelopment Request for Killian, Guthro and Jenson building, 202 North Seventh Street					
Meeting Date	December 20, 2006					
Date Prepared	November 6, 2006				File #	
Author	Sheryl Trent		Interim Community Development Director			
Presenter Name	Tim Moore		Assistant 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 checked="" type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent <input checked="" type="checkbox"/> Individual Consideration

Summary: This is a revision to the original request for Infill and Redevelopment Program incentives. The request as approved by the City Council in August of 2005 allocated \$75,000 to the under grounding of power lines in the alley. The request is to reallocate that amount to one of three areas: geothermal heating system, limestone exterior, and/or cost of permits.

Budget: These monies had already been allocated during the previous City Council discussion. Therefore there is no affect on the existing budget.

Action Requested/Recommendation: That the City Council consider the proposed request for a reallocation of the approved infill and redevelopment incentives for the under grounding of Xcel power lines in the alley south of Grand and north of White. Staff, based on recent City Council direction, does not recommend the reallocation of the incentive funds.

Attachments:

Original Infill/Redevelopment Application from Killian, Guthro and Jensen.
City Council minutes of August 17, 2005
Letter dated October 12, 2006 from J. Keith Killian

Background Information: The original request for incentives included financial participation from the City in a number of areas. The City Council approved a total of \$105,000 to be spent in the following manner:

\$75,000 for under grounding of the overhead lines in the alley to the north of the site.
\$14,000 for landscaping along Rood Street to coordinate with the 7th Street landscape.
\$16,000 for landscaping along 7th Street to coordinate with that streetscape.

While a request was made for the upgrade of the façade to limestone, the City Council declined to participate financially. Please note that façade improvements are a specific possibility listed in the application form.

At this time the applicants have returned to the City Council to reallocate the \$75,000 for under grounding. The City anticipated completing the under grounding with Xcel as a part of the 7th Street project, when we would need to move the lines crossing 7th Street at this alley way. Xcel has informed us in writing that they will complete that under grounding of the alley and has been working with our staff to do so. However, the applicant clearly states in his cover letter that Xcel has indicated they are not willing to under ground only one block. Staff feels that this apparent difference is caused by the City under grounding a longer portion of the lines (alley and street) than just the applicants request for the alley.

In addition, the applicants plans have changed and they no longer plan to use the alley as a part of their site. Originally they were requesting a vacation of a portion of the alley but were unable to gain the necessary adjoining land owner support.

The applicant would like approval from the City Council to apply that \$75,000 of funding to their geothermal energy system, then to the limestone façade. Should the Council not be comfortable with the façade, the applicant has suggested using any remainder (after the geothermal system) be used for pay for permit fees or possibly landscaping.

After meeting with the applicant, reviewing the documents, and obtaining direction from the City Council at the last discussion regarding the infill and redevelopment program, staff does not recommend a reallocation of funds. The under grounding can be accomplished in the manner originally requested, and the Council has given strong direction that façade improvements and other financial participation that would not have broader public benefit should not be approved.

Killian, Guthro & Jensen, P.C.

Attorneys at Law

J. Keith Killian
James P. Guthro
Joanna C. Jensen

Amy K. Eaton-Fitzpatrick
Damon J. Davis
Barbara R. Butler

225 North Fifth Street, Tenth Floor
Post Office Box 4859
Grand Junction, Colorado 81502

Of Counsel
B. Beecher Threatt

Facsimile (970) 242-8375
Telephone (970) 241-0707

www.killianlaw.com

June 16, 2005

Director of Community Development
Bob Blanchard
250 North 5th St.
Grand Junction, CO 81501

Dear Mr. Blanchard:

Enclosed is an application for the Infill Redevelopment Program. We hope you agree that our proposed project is ideal for the Infill Program. As you know, the lot at the corner of 7th Street and Rood Avenue is one of the last vacant lots in the downtown area of Grand Junction. We believe the project we hope to develop will visually enhance the transition of the Seventh Street Historical District into the downtown area of Grand Junction. This should be especially true in light of the planned redesign of 7th St. from Grand Ave. to Pitkin Ave.

Achieving our desired aesthetic design is proving to be financially challenging. There is a dearth of comparable properties in the Grand Valley upon which sales values can be compared. Since the appraised value of our project is based on comparable existing buildings, our available financing is limiting our ability to achieve the desired objective. As such, we are facing the specter of downgrading our exterior surfaces in order to bring the cost of the project into line with the appraised values existing in the valley. Obviously, this stymies the quality of the improvement of our project, but it will also adversely affect the appearance of the 7th Street corridor. However, if we obtain the assistance of the city, we could build a beautiful edifice which would raise the values of downtown properties. This would also allow others who wish to build in the downtown area to obtain better financing and further beautify the city.

We believe our project will greatly benefit the downtown area and advance the stated goals of the current planning models. This prominent corner has been vacant for many years. What should be an integral part of historic downtown has been a blemish on the city. Our goal is to design and implement an aesthetically pleasing building which will harmonize with the former Mesa County Courthouse and the R-5 School. We plan to develop a building which will be easily integrated with the Seventh Street Redevelopment project. The structure will be set back from the sidewalk, which may require the moving of a sewer line, in order to better coordinate with the existing urban landscape.

Ultimately, the corner of 7th St. and Rood Ave. could be a showcase intersection for the City of Grand Junction. On the south west corner is the Merrill Lynch building. Two blocks to the west is the historic Mesa County Courthouse. One block to the north is the R-5 school. This project can increase the assessed valuation of all properties in the area and thereby increase the TIF bonding capacity. Finally, we believe that our project can be an outstanding precedent for the successful implementation of the Infill and Redevelopment Program.

The infill proposal will not only benefit the law firm by closing the gap in the available financing, but also enable us to develop a project worthy of historical downtown Grand Junction. This project will allow the firm to remain in the downtown area rather than move to another location, like many downtown business have done in recent decades.

We believe our proposal is consistent with the stated planning goals. Chapter 4 of the growth plan states “the focus is on redevelopment in the downtown area. The city continues to work with the Downtown Development Authority to pursue feasible alternatives to increase downtown economic growth. Area development will focus on entertainment, tourism, specialty retail, government and financial offices, with incentives provided for compatible downtown residential development. Adjacent neighborhoods are down zoned in most areas to stabilize single-family development. Heavy commercial and industrial areas are down zoned to encourage other types of uses in redevelopment that is more compatible with the “vision” for downtown.”

Similarly, according to the downtown development authority “the DDA’s primary purpose is to facilitate reinvestment and redevelopment in downtown Grand Junction.” Chapter 5 of the growth plan indicates “the city of Grand Junction is committed to taking an active role in the facilitation and promotion of infill and redevelopment within the urban growth area of the city.”

Likewise the objective of the downtown development authority is to “plan, promote, and develop long-term economic vitality within the Grand Junction downtown development district for the benefit of the community, by encouraging public and private investment in capital projects, infrastructure, aesthetic and cultural programs and amenities.”

Finally, under the vision 20/20 program the focus is on “local businesses and governments working together to create and sustain vital dynamic downtown business chorus.” The firm currently has twenty six employees. These employees and the daily flow of clients, who regularly visit the firm, will increase commerce in downtown restaurants, lounges, and retail stores.

We believe our project, with the assistance of the infill program will fit within the growth plans outlined above. We welcome the opportunity to be a pilot project for the infill program. Thank you for your consideration of this request.

Sincerely,
Killian, Guthro & Jensen, PC

A handwritten signature in black ink, appearing to read "J. Keith Killian". The signature is written in a cursive style with a large initial "J".

J. Keith Killian
James P. Guthro
Joanna C. Jensen

Infill / Redevelopment Application

Applicant Triumvirate LLC

Street Address 225 North Fifth Street, Suite 1010

City/State/Zip Grand Junction, CO 81502

Telephone 241-0707 **Fax Number** 242-8375

Email Address mike@killianlaw.com

Project Name/Description Killian, Guthro & Jensen Law Building

Site Location 202 North Seventh Street

Tax Parcel Number(s) 2945-144-49-002

Please answer the following questions
Please attach additional paper if needed.

1. Is the site within the City's geographically mapped area for: Infill
 Redevelopment
2. Does the site meet the definition of Infill or Redevelopment?
3. Describe how the site is compatible with the surrounding area and meets community values including compatibility with surrounding quality of design and site planning.

The Killian, Guthro & Jensen Law Building is designed to support the transition from the 7th Street Historic District to the commercial core of Downtown Grand Junction. It is the intent of the owners to build a modern building that features articulated wall surfaces in harmony with the scale of nearby historic buildings while having the presence of buildings such as R-5 School and the Mesa County Courthouse. To further the link to the courthouse the primary exterior material will be natural Indiana limestone.

4. Describe the project's feasibility. This should include the developer's resume of experience, whether project financing is in place and, for non-residential projects, what tenant commitments are in place.

This project will be financed by a bank and principals of KGJ who are the owners and occupants. Project financing has been obtained. Only a small area is reserved for expansion and it will be leased in the short term. Leasing of the expansion area is not critical to the feasibility of the project.

5. Within a distance of 1,000 feet, list any specific infrastructure projects planned and/or funded by the City or any proposed off-site contributions anticipated by the proposed project that address existing deficiencies as defined by the City.

We understand the City and DDA have plans to rebuild Seventh Street with design starting this year creating the opportunity to collaborate and enhance both projects. Other existing infrastructure deficiencies that could be addressed with this project include replacement of the deteriorated city sewer line traversing the property, undergrounding the overhead power lines, and extension of the streetscape improvements to the east along Rood. After reviewing the preliminary 7th Street designs, it looks likely that the alley might be closed due to limited traffic movements. This will allow the building and parking to shift north creating space for a plaza at the corner of 7th and Rood. KGJ will dedicate an access easement along the east side of the property to accommodate alley traffic.

6. What is the level of sharing of City vs. private participation for specific enhancement request or code requirements?

See response to Question 12.

7. Does the proposed project include a mixture of uses? If so, describe the types and percentage.

The building will accommodate offices and possibly retail in the lease area.

8. Is the proposed project part of an economic development recruitment.

KGJ is limited from growth in their current space, however, they will eventually expand and create new jobs once the move is made.

9. Will the proposed project preserve or enhance any historic structure or site? Has the structure or site been inventoried by the City?

No

10. Does the proposed project include an affordable housing element? If so, provide details including how the project meets different HUD definitions for affordable housing.

No

11. Does the proposed project go beyond current Code requirements and provide enhanced architectural and design elements? If so, describe.

Yes, the project will go far beyond the current code requirements in both building and site design. It is the intent of the owners to build an elegant structure as defined by the following statement: "The building should use two primary materials with possibly one accent material. The windows should be a highlight of the architecture and should be used to maximize the relationship between interior and exterior spaces. The form should maximize public exposure. The interior and exterior should feel professionally formal but not residential and not corporate. Daylighting technology and ingenuity are important."

12. The following is a list of potential forms of City involvement. Please indicate (✓) the type of incentive you would like to be considered for and provide justification for your request.

	Estimated Cost	City Participation (Not to Exceed)	City Staff Approval
a. Expedited development review process.			
b. Assistance with city agency review. 1. Relax TEDS standards for separation between driveways and the alignment of driveways. The proposed distance between the Triumvirate, LLC driveway and Rio Grande Credit Union driveway is less than the TEDS minimum.	\$0	\$0	
c. Deferral of fees (examples may include permitting fees, tap fees and impact fees).			
d. Density bonuses for residential projects.			
e. Proactive city improvements, i.e., "prime the pump" by investing in various city improvements prior to any private development commitment.			
f. Financial participation - because many desired projects are not viable without city participation and/or to reduce the relative land cost for redevelopment versus vacant property. 1. Sewer replacement.	\$25,000	\$25,000	
g. Contribution to enhancements / upgrades versus typical standards (for instance upgrading a split face block building treatment to a stone building treatment.) 1. Upgrading conventional exterior material (stucco) to Indiana limestone. This is an effort to strengthen architectural ties to historic	\$190,000	\$114,000	

edifices in the downtown, such as the Courthouse, and upgrade the general level of finish and design for future downtown construction.

	North	South	East	West			
Approximate façade areas (Not including windows):	1,700 sf	1,700 sf	1,400 sf	1,400 sf			
Approx. cost for Stucco (cost/sf = \$8.00):	\$13,600	\$13,600	\$11,200	\$11,200			
Approx. cost for Limestone (cost/sf = \$32.00):	\$54,400	\$54,400	\$44,800	\$44,800			
Add for stone or precast concrete sills, lintels, cornices, etc.:	\$44,000						
h. Off-site city improvements required by Code, i.e., access, undergrounding of utilities, streetscape, etc.							
1. Underground powerlines in alley from 7 th Street to 8 th Street.					\$75,000	\$75,000	
2. Extend 7 th street "Urban" landscape on to site.					\$16,000	\$16,000	
3. Allow north landscape buffer to shift to alley (Close Alley).					\$0	\$0	
4. Replace sidewalk and provide landscaping east along Rood to driveway.					\$14,000	\$14,000	
i. City assemblage of development parcels for redevelopment bids.							

ED CHAMBERLIN & BRAD BUONS

THIS IS OUR CHOICE TO BUILD. 7-7-05

~~JK~~ JK JB



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

AUGUST 17, 2005

Infill/Redevelopment Incentive Request – 202 North 7th Street

This is a request for infill/redevelopment incentives for an office building to be built on the northeast corner of 7th Street and Rood. Incentives include relaxation of select requirements in the Transportation Engineering Design Standards (TEDS), financial assistance to move and replace the existing sewer, financial contributions for façade improvements and assistance with several off-site improvements likely to be required as part of development review.

Bob Blanchard, Community Development Director, reviewed this item. There are some potential financial impacts in this request. Mr. Blanchard reviewed the adoption of the program. Very specific boundaries for such incentives were mapped, criteria was developed, nine potential incentives were identified, and a committee was identified for review of all requests. Ten applications were received at the time of the report and since the date of the report, five more have been received. Three applications were deemed valid. The specific request is for 202 North 7th Street, a two story office building on the northeast corner of 7th Street and Rood Avenue. The property is currently fenced and there is a vacation of the alleyway and undergrounding of utility lines being requested. Mr. Blanchard then deferred to Assistant to the City Manager Sheryl Trent for more explanation. Ms. Trent reviewed some of the requirements of the program, they have had several meetings with the applicant. The process allows the applicant to ask for a wide variety of things and that is encouraged. Some of them are assistance with the review, a request for a relaxation of Transportation Engineering Design requirements (that will be handled at the staff level), financial participation including: the original application mentioned a relocation of the sewer line; a scan first showed it needed to be repaired and a new scan showed that to be an error so that is no longer necessary; assistance with the facade upgrade to limestone is the applicant's priority request, a number of off site improvements were mentioned, undergrounding is not a requirement of the applicant so if the City chooses to do it, it would cost the City about \$75,000. Since the lines continue across 7th Street, it is staff's recommendation to continue the undergrounding across 7th Street if the City chooses undergrounding. Last, the applicant is asking that the City landscaping be extended closer to the building on 7th Street and Rood Avenue. Staff recommendation is to focus on the infrastructure and then contribute to the landscaping in the estimated amount of \$30,000. Staff recommends the funding should come from the economic development fund. Future applications should be funded through specific funds. The additional undergrounding across 7th Street is estimated at \$5,000.

Council President Pro Tem Palmer supported the landscaping and undergrounding request, but is uncomfortable with the recommendation on paying the 60% for facade upgrade.

Councilmember Spehar agrees with staff recommendation. He didn't anticipate enhancements would be a part of the infill/redevelopment, he thought it was to help properties with problems areas.

City Manager Arnold suggested that further discussion on the purpose of the infill/redevelopment policy can be done at another time.

Councilmember Thomason asked if undergrounding is usually paid by developers on a project that is not an infill/redevelopment project. Ms. Trent stated that the Zoning and Development Code requires, under certain guidelines, that if the property is required to have undergrounding, the developer would be required to pay. This property is too short, but it is not required. She also mentioned that the property owner provided documentation that showed the facade improvement will not increase the value of the building.

Councilmember Coons is glad to see that the vacant property is being developed. She supports the undergrounding, supports the landscaping, and is also troubled by the request to support the facade improvement.

Councilmember Doody said he is pleased to see this incentive is available, and he agrees with undergrounding and supports the landscaping request.

Councilmember Thomason sees this request as a trend for upcoming projects. The list of incentives is a wish list for a point to begin negotiations. He too supports undergrounding and landscaping.

Councilmember Beckstein also supports the request for undergrounding and landscaping and believes the limestone would be an enhancement, but without it, it would still be a nice building. She liked Councilmember Thomason's wish list idea.

Council President Hill asked for more clarification on the TEDs exception for the entryway into the parking lot.

Ms. Trent stated it is the entryway to the parking lot off of Rood Avenue. It deals with the sight distances and the line distances between 7th Street and the other entryways along there. It is a common request.

Council President Hill stated that there may be instances where a facade improvement could be considered, but Council must balance the benefit with the costs and weigh all the factors. He solidly supports the undergrounding and landscaping.

Councilmember Spehar moved to approve the request for infill/redevelopment incentives for the property to constructed 202 N. 7th Street specifically contributing the estimated \$75,000 cost for undergrounding power lines in the alleyway from 7th Street to 8th Street and to also extend 7th Street urban landscaping to a maximum of \$16,000 and replace sidewalk and extend landscaping east along Rood Avenue not to exceed \$14,000. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Killian, Guthro & Jensen, P.C.
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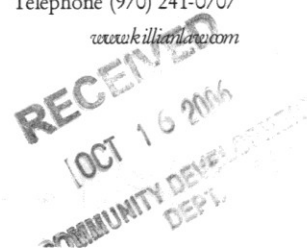


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October 12, 2006

Sheryl Trent
Community Development
250 North 5th Street
Grand Junction, CO 81501



RE: Reallocation of funds previously granted by City for undergrounding utilities

Dear Sheryl:

This letter is sent to confirm the contents of a conversation held between the shareholders of this firm and Tim Moore, Kathy Portner, and yourself on September 19, 2006. In that discussion, we spoke about the June 16, 2005, infill application filed by this firm. I have enclosed a copy of that application for your review. You requested that Killian, Guthro & Jensen, P.C. provide a proposal to be addressed during a Council workshop. It is my understanding that these workshops occur twice per month, with the next one scheduled to occur on October 16, 2006.

UNDERGROUNDING BY XCEL ENERGY

In basic terms, the city approved an award of \$75,000 to underground the power lines currently above ground in the alleyway that runs east/west along the north side of the relevant property. It is my understanding that Eric Kraai of Chamberlin Architects, advised that he spoke with a representative of Xcel Energy, who I believe was John Basford. Eric was informed that Xcel Energy was not interested in becoming engaged in a project that would only underground the power lines for one block. Joleen Ryman, from my office, spoke with John Basford of Xcel Energy on October 6, 2006, to confirm this conversation.

Mr. Basford explained to Ms. Ryman that while there is no "exact" distance required to proceed with a project to bury power cables, a minimum distance is required to ensure the feasibility of the project. Typically, 700 feet of cable would have to be buried to be a viable engineering option; however, the exact distance may, at times, be negotiable. Mr Basford stated that it would not be a viable option for Xcel Energy to bury the power cables in question unless the project were to begin in the 600 block of the alley way between Rood and White Avenues

and continue on under the street, run the entire length of the 700 block, under the street again, and come up in the 800 block. This would be the *absolute* minimum distance that would make this project engineeringly feasible, according to Mr. Basford. He also suggested that in his estimate, the cost to bury the power cables for that distance would approximate \$100,000.

USE OF THE ALLEY

As you may recall, initially the shareholders desired to vacate the alleyway. We attempted to obtain the cooperation of our neighbors so that the alleyway could be vacated. However, objections were obtained from both Robert Bray of Bray Realty and from Rio Grande Federal Credit Union. Apparently, for this reason and other concerns, the city has declined to vacate the alleyway and we understand that it is highly unlikely that the requested revocable use permit would be granted. Under this scenario, it no longer makes sense for us to underground the power cables. We wanted to underground the power cables, not only to beautify the property, but also make use of ten feet of the alleyway, which would allow the firm an additional eight parking spaces. This is now no longer feasible. Therefore, regardless of Xcel Energy's position, we no longer desire to use the infill funds to underground the power lines.

REALLOCATION OF \$75,000

For these reasons, the shareholders request that the \$75,000 allocated to the undergrounding of the power cables be reallocated to help enhance the appearance of the building and offset the permit fees and the cost of the geothermal system.

As a result of delays in construction as well as some alterations in the original plan, the construction project is now going to cost approximately \$3,650,000, which is an increase from our original estimate of \$2,450,414. This estimate does not include a recent dilemma that has arisen with regard to the geothermal energy system.

GEOHERMAL ISSUES

The geothermal energy system will be cooling dominant because of Grand Junction's climate. I understand twenty four holes will be drilled to a 300 foot depth and each hole will contain a circular pipe. Fluid will be circulated through these pipes and come into the building at the ground temperature. To operate efficiently, the ground temperatures need to be the expected 51° – 52°. Clint Ralston of Ralston Mechanical performed testing on the ground temperatures at our location and found that they were 61° – 62°. The geothermal system is designed to transfer energy (coolness in the summer) from the ground to maintain the desired temperature in the building. However, due to the higher temperatures, the building will require more cooling than the system, as planned, can provide. This is due to the fact that the ground temperature is 10° warmer than the minimal temperature requirements for the system to run efficiently.

A further problem is also created by the warmer ground temperatures. As heat from the building is transferred into the water pipes and then is conducted into the ground, it causes a gradual increase in the surrounding ground temperature until the system is no longer functional for cooling. Even though one might expect the winter months to draw this acquired heat from the ground, the ground at a depth of 300 feet, once heated, will not cool a perceptible amount. Mr. Ralston estimated that the geo-thermal system, as currently designed, would rapidly warm the underground, and therefore, would not be functional after two to three years of use.

Several options were provided to negate this problem. The most viable option is to add an air cooled fluid cooler system to the roof of the building, which would essentially act as a radiator and cool the fluid in the geothermal pipes. Because the fluid, after being heated in office space, would first be cooled before returning to the ground, the ground warming effect would be negated. In addition to the cooling system, it may be prudent to bore deeper and to drill more holes. However, I understand due to the unexpected warmth underground, the system will still eventually become dysfunctional unless the roof mounted cooler system is in place. The additional cost to retain the geothermal system as the energy source for the building is expected to range from \$18,400 to \$34,000. This includes the cost of the fluid cooler and one or more of the below listed supplemental measures:

\$ 13,000.00	Estimated cost of roof mounted air cooled fluid cooler
5,400.00	Estimated cost to use higher quality, heat deflecting windows
8,400.00	Estimated cost to drill each hole an additional 50 foot deeper
6,800.00	Estimated cost to add additional holes (\$3,400 per hole)

Reallocating funds previously allocated by the city for undergrounding the power cables to help Killian, Guthro & Jensen, P.C. offset the additional costs of the geothermal energy system would seem to fit within the parameters of the City's infill development project. Section 12(e) of the City's infill application provides for proactive city improvements. We believe that geothermal energy is a proactive improvement and is the type of environmentally friendly utility arrangement that the City would want to encourage. Likewise section 12(g) of the application allows for contributions for enhancements and/or upgrades versus typical standards. An innovative energy system, such as geothermal, is definitely an upgrade over a typical HVAC system.

BUDGET AND FINANCIAL

The additional costs mentioned above and the fact that we are well over our original budget for this building has obviously created an obstacle for the shareholders in their desire to have the exterior of the building be limestone material as well as retain the geothermal energy system. Already the shareholders have deleted the decorative GFRC, which was built into the design in order to accent the exterior and distinguish the building. Losing the limestone would greatly marginalize the appearance of the exterior.

The estimated cost of the limestone on the west, south and east side of the building, the areas that are visible from 7th Street and Rood Avenue, is now \$204,600. Already the shareholders have deleted the limestone on the north side of the building that is primarily visible from the parking lot. This saved the shareholders \$107,500. Of course, replacement stucco costs will reduce the savings. Financing is based on ninety percent of the appraised value of the building or the actual costs, whichever is lower. The appraisal is currently below the suggested cost to build the building. Because of this factor, the shareholders face the prospect of having to pay any amount, which exceeds ninety percent of the appraisal. As a result, we will have to pay not only our required ten percent down payment, but also one hundred percent of all costs that exceed the appraised value. Obviously, we have been faced with difficult decisions.

LIMESTONE EXTERIOR

We definitely would like to retain the limestone exterior on the building. We chose this exterior, in large part, because of the prominence of the location of the building and the desire to tie into the limestone exteriors of both the Federal Courthouse and the former Mesa County District Courthouse, which are also located on Rood Avenue. If one were to drive from 1st Street to 8th Street on Rood Avenue, they would see three limestone buildings, which would appear, in our view, magnificent.

It is our reading of the infill re-development program that such exterior design features, such as an upgrade to stone, are within the parameters of the infill program. Specifically, upgrading a conventional exterior material from stucco to limestone, in order to strengthen architectural ties to historical edifices in the downtown area, such as the Courthouse, and to upgrade the general level of finish and design for future downtown construction should be considered by the City Council. This is consistent with section 12(g) of the Infill Application which provides: "Contribution to enhancements/upgrades versus typical standards (for instance upgrading a split face block building treatment to a stone building treatment.)"

REQUESTED REALLOCATION

Because of the reasons enumerated above, we respectfully request that the City permit the \$75,000 previously awarded for burying the power lines to be reallocated towards the added costs of the geothermal system and the remainder be applied toward the exterior limestone material.

In the event, the city is reluctant to permit a portion of the \$75,000 previously awarded to be used for limestone, we request that it be used to offset the various permits that the builders are required to obtain and the additional costs of retaining the geothermal energy system for which we had planned. When adding up the amounts for fees and permits, we arrive at a figure of \$23,957.47. The unexpected additional costs for the geothermal system could be \$18,400 to \$34,000. The remainder of the money could be used to pay for additional landscaping. As you know, the infill program also awarded the firm \$30,000 for landscaping. If a portion of the cost

Sheryl Trent
October 12, 2006
Page 5

of limestone will not be offset, the firm could use the remainder of the funds to embellish the landscaping around the building. However, a much preferred alternative would be to use the approximate \$24,000 to offset the cost of the permits, \$18,500 to \$34,000 to offset the additional costs of the energy system, and apply the remaining \$17,000 to \$32,500 to the limestone exterior, arriving at a total of \$75,000.

We would greatly appreciate assistance from the city to help us retain our plan for an Indiana Limestone exterior and a geothermal energy system. Please review the contents of this correspondence with the Community Development Council at the next workshop scheduled for October 16, 2006. If you need additional information, please contact me.

Sincerely,

KILLIAN, GUTHRO & JENSEN, P.C.



J. Keith Killian, Esq.
James P. Guthro, Esq.
Joanna C. Jensen, Esq.

Enclosure: Infill Application dated June 16, 2005

cc: Tim Moore
Kathy Portner
Ed Chamberlin
Jon Dyer and Jason Parsons