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CITY COUNCIL AGENDA
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET
WEDNESDAY, AUGUST 15, 2007, 7:00 P.M.

Call to Order

Pledge of Allegiance
Invocation – Pastor Jerry Boschen, First Assembly of God

Presentations

Presentation of Neighborhoods USA Award to City Council

Citizen Comments

Certificates of Appointments

To the Urban Trails Committee

***** CONSENT CALENDAR ***[®]**

1. **Setting a Hearing on Setting the City Manager's Salary** [Attach 1](#)

Article VII, Section 57 of the Charter states the City Manager's salary is to be fixed by the Council by Ordinance.

Proposed Ordinance Concerning the Salary of the City Manager

Action: Introduction of Proposed Ordinance and Set a Hearing for September 5, 2007

*** Indicates New Item

[®] Requires Roll Call Vote

Staff presentation: John Shaver, City Attorney

2. **Setting a Hearing on Zoning the HDP Investment Group Annexation, Located at 841 21 ½ Road** [File #ANX-2007-176] [Attach 2](#)

Request to zone the 15.84 acre HDP Investment Group Annexation, located at 841 21 ½ Road, to I-1 (Light Industrial). This area is within the recently adopted H Road/Northwest Area Plan and consists of three parcels.

Proposed Ordinance Zoning the HDP Investment Group Annexation to I-1 Located at 841 21 ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for September 5, 2007

Staff presentation: Adam Olsen, Senior Planner

3. **Revocable Permit for a Structure Located in the 23 ½ Road Right-of-Way** [File #SPR-2007-130] [Attach 3](#)

Request approval of a revocable permit for an existing structure that is located in the 23 ½ Road right-of-way and the 14' multipurpose easement. At the site plan review stage, additional right-of-way was required for 23 ½ Road and this put the structure inside of the new dedication. The site plan review is on hold pending a decision on this request.

Resolution No. 120-07 – A Resolution Concerning the Issuance of a Revocable Permit to Commercial Tire Service for an Existing Structure Within the 23 ½ Road Right-of-Way Located at 725 23 ½ Road

®Action: Adopt Resolution No. 120-07

Staff presentation: Adam Olsen, Senior Planner

4. **Accepting the Improvements Connected with Sanitary Sewer Improvement District No. SS-48-06 and Setting a Hearing on the Assessments** [Attach 4](#)

The City has completed the installation of sanitary sewer facilities as requested by a majority of the property owners located in the area east of 23 Road and between Terry Court and the Colorado River. The proposed resolution is the required first step in the formal process of levying assessments against properties located in the

improvement district. A public hearing and second reading of the proposed assessing ordinance will be scheduled for the September 19, 2007 Council meeting.

Resolution No. 121-07 – A Resolution Approving and Accepting the Improvements Connected with Bluffs Sanitary Sewer Improvement District No. SS-48-06 and Giving Notice of a Public Hearing

Proposed Ordinance Approving the Assessable Cost of the Improvements made in and for Bluffs Sanitary Sewer Improvement District No. SS-48-06, in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11th Day of June, 1910, As Amended; Approving the Apportionment of Said Cost to Each Lot or Tract of Land or Other Real Estate in Said District; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate in Said District; Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

®Action: Adopt Resolution No. 121-07 and Introduction of a Proposed Ordinance and Set a Hearing for September 19, 2007

Staff presentation: Tim Moore, Public Works and Planning Director

5. **Renewal of Municipal Recreation Agreement** [Attach 5](#)

Renewal of an existing Agreement between the City of Grand Junction, Town of Palisade, the City of Fruita and the Bureau of Reclamation for the delivery of surplus water from Green Mountain Reservoir for recreational purposes in the Colorado River between Palisade and Loma, Colorado.

Action: Approve Renewal of Agreement

Staff presentation: Greg Trainor, Utility and Street Systems Director

6. **Setting a Hearing on Revising Section 38-49 (18) of the Code of Ordinances Regarding Massed Based Limit for Metals** [Attach 6](#)

A renewed National Pollutant Discharge Elimination System (NPDES) Permit was issued to the Persigo Wastewater Treatment Plant effective November 1, 2006. Federal regulations require the revision of industrial pretreatment local limits within 270 days from the issuance of the new discharge permit. The

industrial pretreatment local limits will be revised through this ordinance revision. There are no resulting impacts to local industries resulting from this change.

Proposed Ordinance Amending Sections and/or Portions of Sections of Article II of Chapter 38, Utilities, of the Code of Ordinances

®Action: *Introduction of a Proposed Ordinance and Set a Hearing for October 17, 2007*

Staff presentation: John Shaver, City Attorney
Dan Tonello, Wastewater Services Superintendent

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

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

7. **Public Hearing – Adoption of Model Traffic Code 2003 Edition** [Attach 7](#)

Adoption by Reference of 2003 Model Traffic Code for Colorado; Enactment of Parking Code, including new Reverse Angle Parking provisions.

Ordinance No. 4110 – An Ordinance Adopting by Reference the 2003 Model Traffic Code for Colorado (Except Part 12) and Repealing Articles X through XIV of the 1977 Model Traffic Code Adopted by Reference and Enacting a Parking Code for the City of Grand Junction

®Action: *Hold a Public Hearing and Consider Final Passage and Publication of Ordinance No. 4110*

Staff presentation: John Shaver, City Attorney

8. **Public Hearing – Rezoning the Amorelli Property, Located at 2719 H Road** [Attach 8](#)
[File #RZ-2007-112]

Request to rezone 2719 H Road, comprised of 5.346 acres, from R-1 (Residential – 1 du/ac) to R-2 (Residential – 2 du/ac). The parcel is located on the south side of H Road and east of 27 ¼ Road adjacent to the Grand Valley Mainline Canal.

Ordinance No. 4111 – An Ordinance Rezoning a Parcel of Land from Residential One Unit per Acre (R-1) to Residential Two Units Per Acre (R-2), Located at 2719 H Road

®Action: Hold a Public Hearing and Consider Final Passage and Publication of Ordinance No. 4111

Staff presentation: Ronnie Edwards, Associate Planner

9. **Intergovernmental Agreement with Mesa County to Construct a Grand Valley Transit Transfer Station and a Grant Agreement with Mesa County, City of Fruita, and Colorado Department of Transportation for the Funding** [*Attach 9*](#)

The agreement proposes the City lease its property in the 500 block of South Avenue (aka Steamplant property) to Mesa County in exchange for Mesa County constructing a new transfer station for Grand Valley Transit. The City is also party to the Grant Agreement with Colorado Department of Transportation for the funding.

Resolution No. 122-07 – A Joint Resolution Authorizing the Board/Council Chair’s to Enter into an Agreement with the State Department of Transportation, Division of Transportation Development, for the Provision of a Strategic Transit Project

®Action: Authorize the City Manager to Sign the Agreement to Construct a Grand Valley Transit Transfer Station with Mesa County and Adopt Resolution No. 122-07

Staff Report: Tim Moore, Public Works and Planning Director

10. **Non-Scheduled Citizens & Visitors**

11. **Other Business**

12. **Adjournment**

Attach 1
Setting a Hearing on Setting the City Manager's Salary
ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE SALARY OF THE CITY MANAGER

RECITALS.

On July 18, 2007 the City Council adopted Resolution 110-07 appointing Laurie M. Kadrich as City Manager. A copy of that resolution is attached and incorporated by this reference as if fully set forth.

Pursuant to the City Charter the salary of the City Manager is set by ordinance.

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

That the salary of the City Manager, Laurie M. Kadrich, is and shall be set as of May 1, 2007 at \$150,000.00 per year and as customarily prorated for any period of less than one year, to compensate her for her service to the City of Grand Junction in accordance with the Charter, ordinances and her employment agreement.

The City Council does authorize the President of the Council to take such action as is necessary or required, consistent with this Ordinance, to affect the same.

Introduced on first reading this _____ day of _____, 2007.

Passed and adopted on second reading this _____ day of _____, 2000.

James J. Doody
President of the Council

Attest:

Stephanie Tuin
City Clerk

Attach 2
Setting a Hearing on Zoning the HDP Investment Group Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Zoning the HDP Investment Group Annexation - Located at 841 21 ½ Road		
File #	ANX-2007-176		
Meeting Day, Date	Wednesday, August 15, 2007		
Placement on the Agenda	Consent	X	Individual
Date Prepared	August 3, 2007		
Author Name & Title	Adam Olsen, Senior Planner		
Presenter Name & Title	Adam Olsen, Senior Planner		

Summary: Request to zone the 15.84 acre HDP Investment Group Annexation, located at 841 21 ½ Road, to I-1 (Light Industrial). This area is within the recently adopted H Road/Northwest Area Plan and consists of three parcels.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed Ordinance and set a public hearing for September 5, 2007.

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 / Existing City and County Zoning Map
4. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
Location:		841 21 ½ Road	
Applicants:		HDP Investment Group LLC-Owner Vortex Engineering-Representative	
Existing Land Use:		Vacant	
Proposed Land Use:		Industrial	
Surrounding Land Use:	North	Agriculture	
	South	Residential/Agriculture	
	East	Vacant/Industrial	
	West	Residential/Agriculture	
Existing Zoning:		RSF-R (County)	
Proposed Zoning:		I-1	
Surrounding Zoning:	North	AFT (County)	
	South	AFT (County)	
	East	I-1	
	West	AFT (County)	
Growth Plan Designation:		CI (Commercial Industrial)	
Zoning within density range?	X	Yes	No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the I-1 zone district is consistent with the Growth Plan designation of CI (Commercial Industrial). The existing County zoning is RSF-R. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6.A.3 and 4 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 I-1 zone district is compatible with the neighborhood and will not create adverse impacts. The future land use map designates all surrounding properties as C-I (Commercial Industrial) and RUR (Rural 5-35 ac/du). The area to the east has been annexed and zoned I-1 in the City. As stated earlier, this area is

part of the recently adopted H Road/Northwest Area Plan, which gave this area a Commercial Industrial designation. The need for more areas designated commercial industrial, especially industrial, was made evident by various groups such as the Grand Junction Chamber of Commerce, the Business Incubator, and oil and gas representatives.

The I-1 zone district is in conformance with the following goals and policies of the Growth Plan.

Policy 1.8: The City and County will use zoning and special area policies to describe the preferred types of non-residential development in different parts of the community.

Goal 5: To ensure that urban growth and development make efficient use of investments in streets, utilities and other public facilities.

Policy 5.2: The City and County will encourage development that uses existing facilities and is compatible with existing development.

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

Goal 18: To maintain the City's position as a regional provider of goods and services.

Policy 18.1: The City and County 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. Of concern however, is availability of adequate fire flow. The Lower Valley Fire District has stated they have concerns about adequate fire flows in the area. There have been other nearby properties that have had a large decrease in fire flow from Ute Water. Unless the fire flow can be brought up to minimum standards, development of the properties may be delayed.

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.

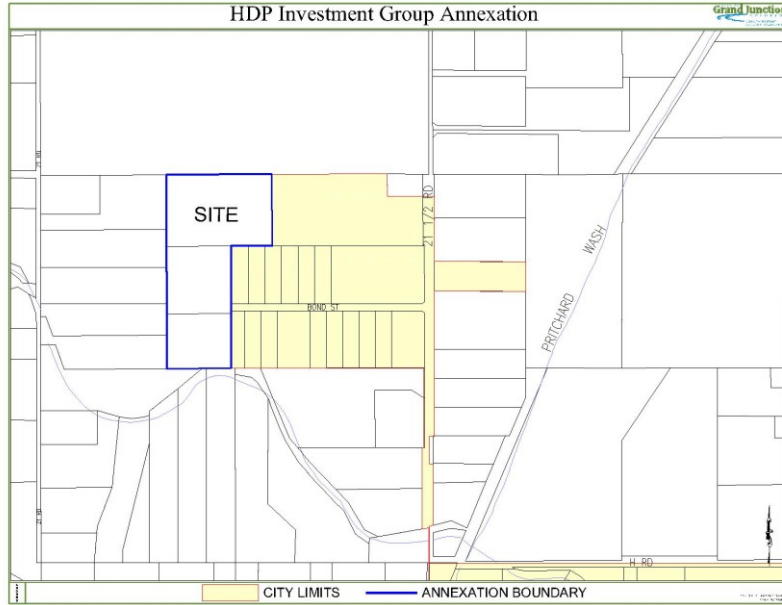
- a. C-2 (General Commercial)
- b. I-0 (Industrial Office)
- c. M-U (Mixed Use)

If the City Council chooses to recommend one of the alternative zone designations, specific alternative findings must be made.

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 district to be consistent with the Growth Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.

Site Location Map

Figure 1



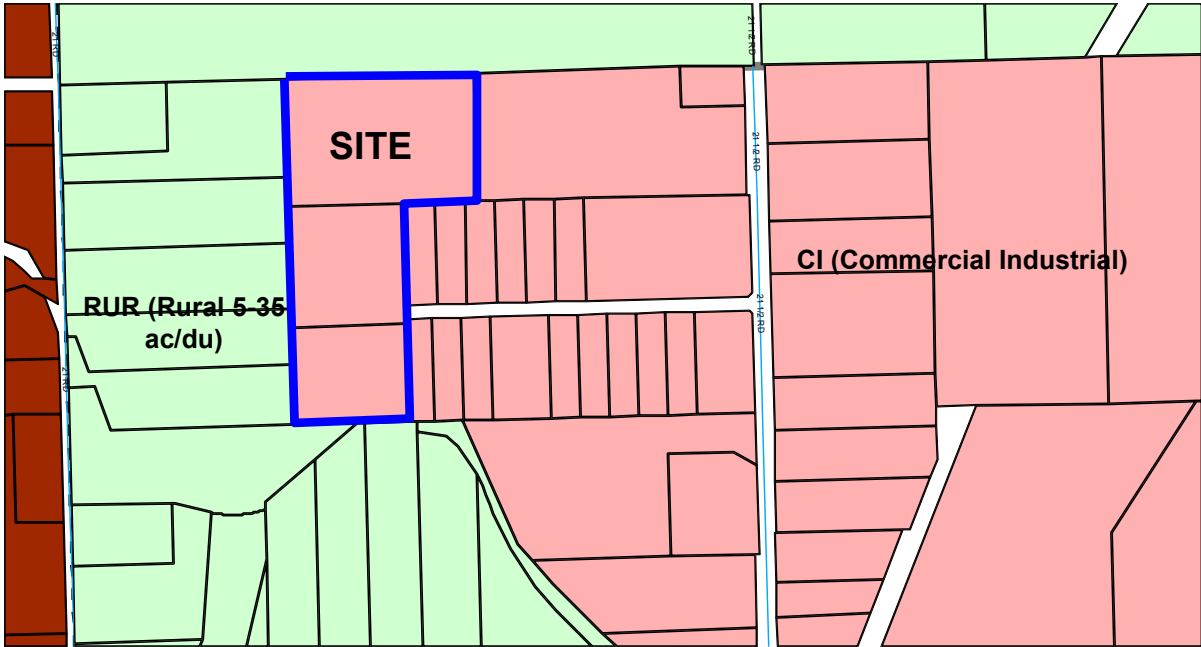
Aerial Photo Map

Figure 2



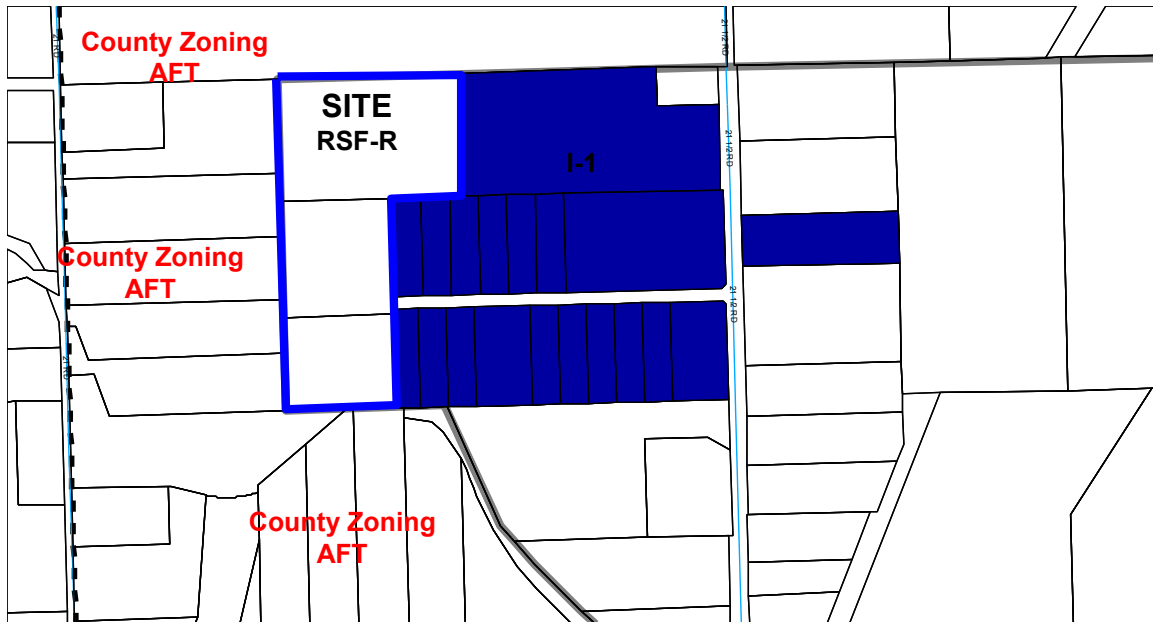
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE HDP INVESTMENT GROUP ANNEXATION TO
I-1**

LOCATED AT 841 21 ½ ROAD

Recitals

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the HDP Investment Group Annexation to the I-1 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 I-1 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 I-1 (Light Industrial).

A certain parcel of land located in the North half of the Southwest Quarter (N 1/2 SW 1/4) of Section 25, Township 1 North, Range 2 West, of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section 25 and assuming the North line of said NE 1/4 SW 1/4 bears N89°52'43"W with all other bearings contained herein being relative thereto; thence N89°52'43"W along said North line a distance of 1068.32 feet to the Northeast corner of that certain parcel of land as described in Book 4164, Page 365, Public Records, Mesa County, Colorado and the POINT OF BEGINNING; thence from said point of beginning S00°09'30"W along the East line of said parcel a distance of 489.42 feet; thence N89°54'25"W along the South line of said parcel a distance of 279.73 feet to the Northwest corner of Lot 7 of Jobsite Subdivision, as same is recorded in Book 4316, Pages 120-121, Public Records, Mesa County, Colorado; thence S00°09'30"W along the West line of said Jobsite Subdivision, a distance of 831.80 feet to the Southwest corner of Tract A of said Jobsite Subdivision; thence N89°51'42"W along the South line of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of said Section 25, a distance of 418.72 feet to the Southwest corner of said

parcel; thence N00°09'31"E along the East line of said parcel a distance of 1321.23 feet to a point on the North line of said NW 1/4 SW 1/4; thence S89°52'43"E along said North line a distance of 698.44 feet, more or less, to the Point of Beginning.

Said parcel contains 15.84 acres (690,168 square feet), more or less, as described.

INTRODUCED on first reading the ____ day of _____, 2007 and ordered published.

ADOPTED on second reading the ____ day of _____, 2007.

ATTEST:

President of the Council

City Clerk

Attach 3

**Revocable Permit for a Structure Located in the 23 ½ Road Right-of-Way
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
Subject	Revocable Permit for a structure located in the 23 ½ Road right-of-way		
File #	SPR-2007-130		
Meeting Day, Date	Wednesday, August 15, 2007		
Placement on the Agenda	Consent	X	Individual
Date Prepared	August 3, 2007		
Author Name & Title	Adam Olsen, Senior Planner		
Presenter Name & Title	Adam Olsen, Senior Planner		

Summary: Request approval of a revocable permit for an existing structure that is located in the 23 ½ Road right-of-way and the 14' multipurpose easement. At the site plan review stage, additional right-of-way was required for 23 ½ Road and this put the structure inside of the new dedication. The site plan review is on hold pending a decision on this request.

Budget: N/A

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

Background Information: Please see attached Staff report

Attachments:

1. Staff report/Background information
2. Location map of home relative to right-of-way
3. Site Location Map/Aerial Photo Map
4. Future Land Use Map/Existing City and County Zoning Map
5. Resolution
6. Revocable Permit
7. Agreement

BACKGROUND INFORMATION					
Location:		725 23 ½ Road			
Applicant:		Austin Civil Group			
Existing Land Use:		Vacant			
Proposed Land Use:		Industrial			
Surrounding Land Use:	North	Residential/Vacant			
	South	Vacant			
	East	Residential/Vacant			
	West	Vacant			
Existing Zoning:		I-2			
Proposed Zoning:		I-2			
Surrounding Zoning:	North	I-2			
	South	I-2			
	East	M-U			
	West	I-2			
Growth Plan Designation:		Industrial			
Zoning within density range?		x	Yes		No

Project Analysis:

1. Background

A site plan review application was made by Austin Civil Group for Commercial Tire Service, a company which provides tire service and repair for large trucks. A new 5,400 square foot building is proposed to be constructed; consisting of 1,800 square feet of office space and three (3) service bays. There is an existing older structure on the property which the Applicant proposes for storage use with a possible office.

23 ½ Road is classified as a Principal Arterial street with a 110' right-of-way. The Applicant has dedicated 55' from the centerline of the road which puts over a third of the existing structure in the right-of-way. The Applicant is also dedicating a 14' multipurpose easement alongside of the right-of-way which takes another third of the structure. Although classified as a Principal Arterial, there is no time frame in which this road will be built. This was verified with the Project Engineer. The Applicant is therefore requesting a revocable permit to allow the structure to remain until the road is constructed.

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.

Applicant's Response: By approving the revocable permit the petitioner is allowed to maintain an existing structure on the site that has existed for 50+ years. The petitioner requires the use of the existing structure to perform business operations out of when conducting business for the community and customers.

Staff's Response: The applicant has represented that business use of the structure will be minimal. As 23 ½ Road is not on a timeline for development, no issues are foreseen by allowing the structure to remain.

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

Applicant's Response: Due to the exploration of oil and gas in surrounding areas, the Grand Valley has seen a significant increase of large commercial/delivery trucks used by the oil companies and other companies that require service and maintenance. Commercial Tire Service provides a critical service to these companies allowing them to function at a high efficient rate that keeps their trucks operating. The petitioner requires that the existing structure remain to perform daily operations.

Staff's Response: The existing structure will be privately owned and maintained by Commercial Tire Service. As 23 ½ Road is not anticipated to be built within the foreseeable future, the structure may remain until such time as the road is built.

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

Applicant's Response: The existing structure is located approximately thirty seven feet (37') west of the edge of asphalt for 23 ½ Road. Historically, the spacing between the existing structure and 23 ½ Road has provided an adequate level of safety for vehicle pass-by's and no reports of accidents have occurred. Existing structure location and proposed access to the site does not interfere with each other and the increase of traffic to 23 ½ Road as

a result of the development is assumed to be very minimal. Currently the City property is suitable for use of the existing structure and when in the future 23 ½ Road is improved to its full street width, the revocable permit will allow for the removal of the structure. No other uses or conflicting uses are anticipated for the property.

Staff's Response: The applicant has stated that the structure will be removed at the request of the City when 23 ½ Road is developed. There are no other conflicting uses proposed or anticipated for the right-of-way and easement portions of the property.

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

Applicant's Response: The proposed use is compatible with adjacent land uses and zoning.

Staff's Response: The proposed use is compatible with adjacent land uses and zoning. The area is largely vacant, with a few residential uses remaining. The area is zoned I-2 and M-U in anticipation for future industrial and mixed uses.

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

Applicant's Response: The proposed use does not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas. The request for a revocable permit applies to a pre-existing structure that has occupied the site for 50+ years.

Staff's Response: By allowing the structure to remain, access, traffic circulation, and neighborhood stability and character are not negatively impacted.

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.

Applicant's Response: 23 ½ Road is considered a Principal Arterial street with a current twenty one foot (21') asphalt pad and forty feet (40') of right-of-way and dead ends approximately 1500 feet north of the subjects site. As part of this project, the petitioner is proposing to dedicate an additional thirty five feet (35') of road right-of-way. Per City Code, no structure, fence, sign or other permanent object shall be constructed, maintained, or erected, or a public right-of-way used, without a revocable permit. The petitioner is

requesting a revocable permit for the existing structure located near the northeast corner of the site that falls within the dedicated right-of-way. The revocable permit allows for the removal of the existing structure at the time full street improvements are made to 23 ½ Road.

Staff's Response: The Applicant is dedicating adequate right-of-way as 23 ½ Road is classified as a Principle Arterial as part of the site plan approval for Commercial Tire Service. This complies with the intents, policies and requirements of the Code.

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

Applicant's Response: It is believed that this application complies with the submittal requirements as set forth in the above referenced manuals.

Staff's Response: The application complies with the submittal requirements of the SSID Manual, and Chapter Two of the Zoning and Development Code.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Commercial Tire Service Revocable Permit application, SPR-2007-130 for the issuance of a revocable permit for the existing structure to be located in the 23 ½ Road right-of-way and 14' multipurpose easement, the following findings of fact and conclusions are made:

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

STAFF RECOMMENDATION:

That the City Council approve the requested revocable permit for the existing structure to remain in the 23 ½ Road right-of-way, SPR-2007-130.

Attachments:

Location map of structure relative to right-of-way
Site Location Map/Aerial Photo Map
Future Land Use Map/Existing City and County Zoning Map
Resolution
Revocable Permit
Agreement

EXHIBIT A

Point of Commencement

NE Corner
NE 1/4 SW 1/4 (C 1/4)
Section 32
T1N, R1W, UM
MCSM #1286-1



Subject Parcel

Overall = 3.005 Acres
Book 4187, Pages 668 & 669
Less 20' ROW =
2.914 Acres
By Exception to Deed

Proposed 14' multipurpose easement

Proposed 55' R.O.W.

23 1/2 Road

20' Right-of-Way
By Exception to Deed

S 00°05'19\" W 198.40'

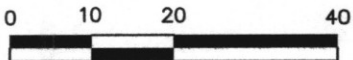
198.40'

S 00°05'19\" W 1322.27'
Basis of Bearings
East line of the NE 1/4 SW 1/4

1123.88'



SCALE: 1" = 20'



SE Corner
NE 1/4 SW 1/4 (SC1/16)
Section 32
T1N, R1W, UM

High Desert Surveying, LLC

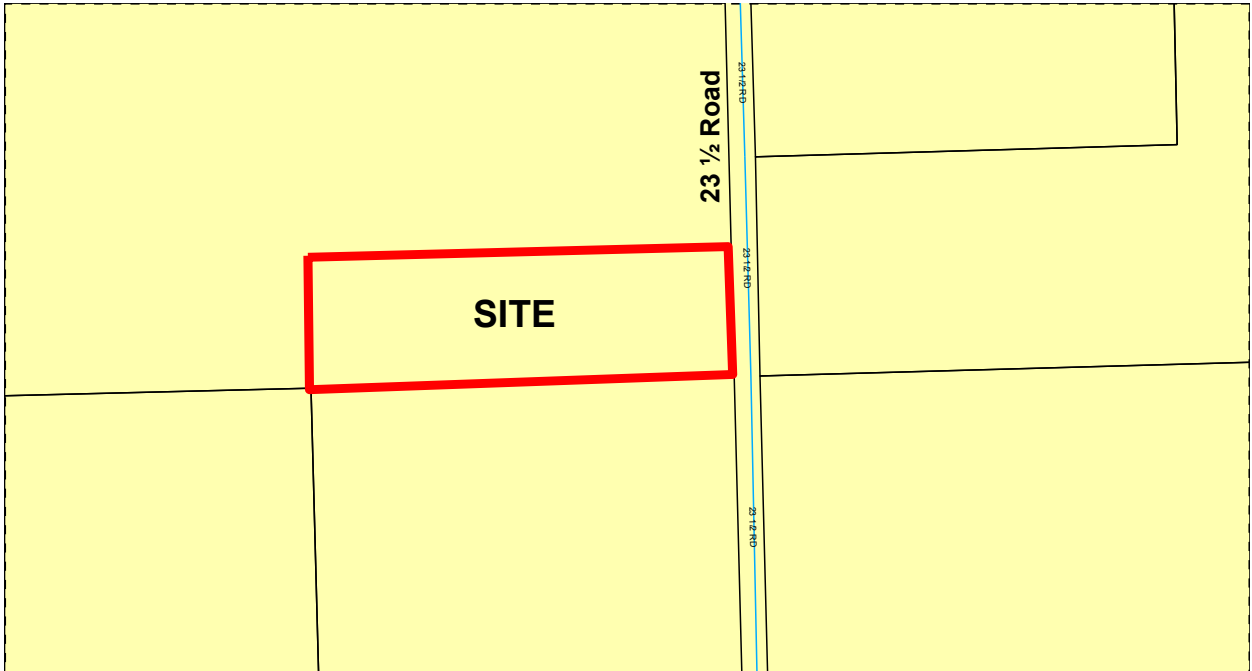
1673 Highway 50 Unit C
Grand Junction, Colorado 81503

Tele: 970-254-8649 Fax: 970-240-0451

PROJ. NO. 06-216		Drawn	APP'D	SHEET	OF
DATE: June 18, 2007		skw	rsk	1	1

Site Location Map

Figure 1



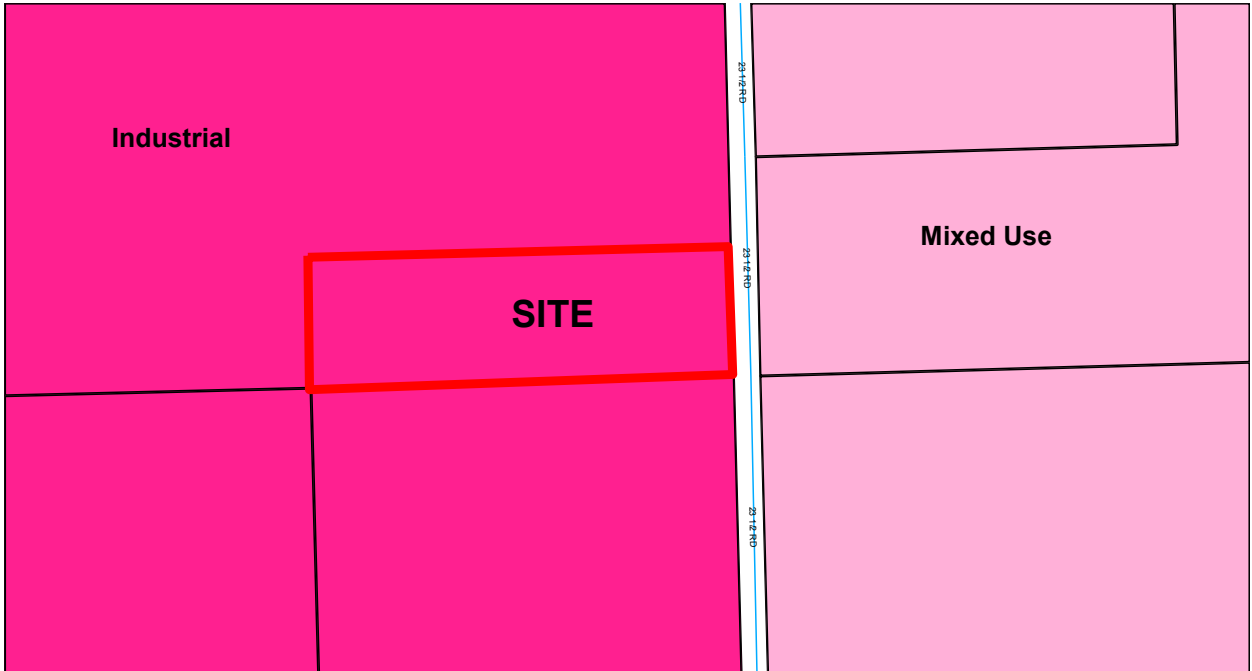
Aerial Photo Map

Figure 2



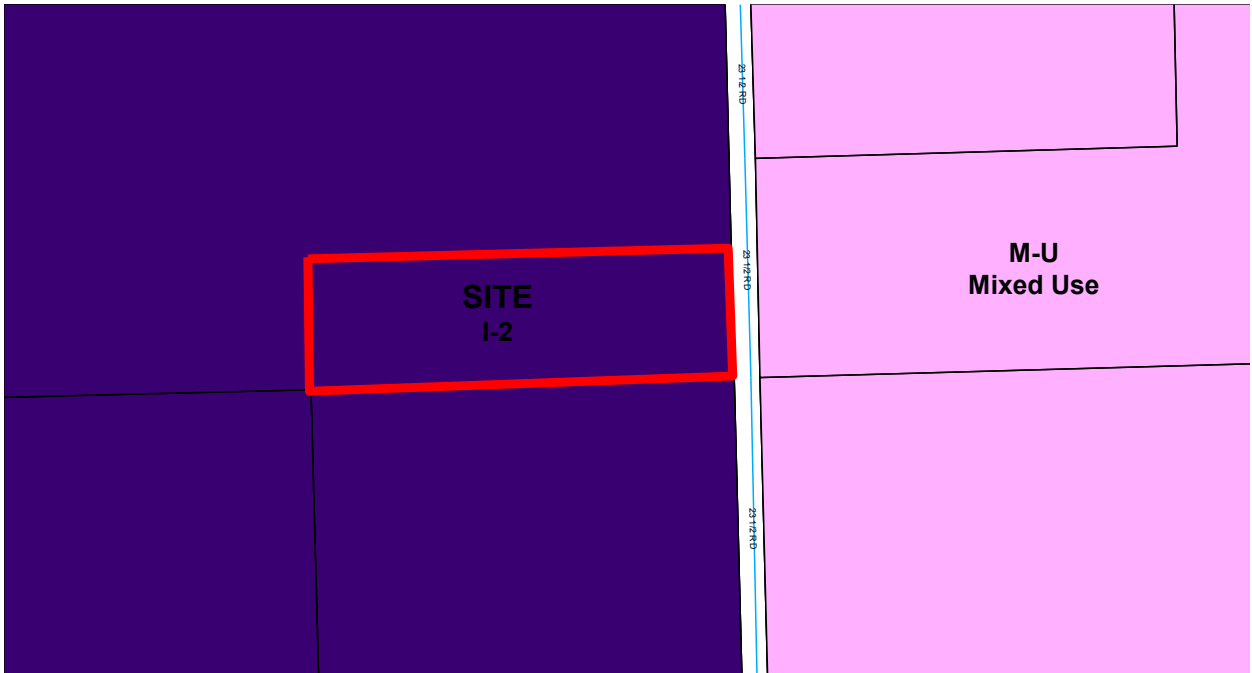
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



RESOLUTION NO. ____-07

A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO COMMERCIAL TIRE SERVICE FOR AN EXISTING STRUCTURE WITHIN THE 23 ½ ROAD RIGHT-OF-WAY LOCATED AT 725 23 ½ ROAD

Recitals.

A. Commercial Tire Service, 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:

A parcel of land located in the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE1/4 NE1/4 SW1/4) of Section 32, Township 1 North, Range 1 West of the Ute Meridian, and more particularly described as follows:

Beginning at the Southeast corner of the NE1/4 SW1/4 (SC1/16th) of said Section 32, which bears South 00 degrees 05 minutes 19 seconds East, a distance of 1322.27 feet from the Northeast corner of said NE1/4 SW1/4 (C1/4) said Section 32, for a basis of bearings, with all bearings contained herein relative thereto; thence North 89 degrees 54 minutes 34 seconds West, a distance of 659.68 feet, along the South line of said SE1/4 NE1/4 SW1/4 said Section 32, to the West line of said SE1/4 NE1/4 SW1/4 said Section 32; thence North 00 degrees 04 minutes 36 seconds East, a distance of 198.40 feet, along said SE1/4 NE1/4 SW1/4 said Section 32; thence South 89 degrees 54 minutes 35 seconds East, a distance of 659.72 feet, to the East line of said SE1/4 NE1/4 SW1/4 said Section 32; thence South 00 degrees 05 minutes 19 seconds West, a distance of 198.40 feet to the POINT OF BEGINNING.

Said parcel containing an area of 3.005 acres, as described.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to maintain an existing structure located in the 23 ½ Road right-of-way within the following described public right-of-way:

Commencing at the Northeast corner of the Northeast Quarter Southwest Quarter of Section 32, Township 1 North, Range 1 West, Ute Meridian whence the Southeast corner of the Northeast Quarter Southwest Quarter of said Section 32 bears S00°05'19"W a distance of 1322.27 feet for a basis of bearings, with all bearings contained herein relative thereto; thence S00°05'19"W 1123.88 feet along the East line of the Northeast Quarter Southwest Quarter of said Section 32 to the Point of Beginning; thence S00°05'19"W 198.40 feet along said East line to the Southeast corner of the Northeast Quarter Southwest Quarter of said Section 32; thence N89°54'34"W 55.00 feet along the South line of the Northeast Quarter Southwest Quarter; thence N00°05'19"E 198.40 feet thence S89°54'35"E 55.00 feet to the Point of Beginning.

Containing 10,912 square feet or 0.25 acres as described.

C. Relying on the information supplied by the Petitioner and contained in File No. SPR-2007-130 in the office of the City's Public Works and Planning 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 _____, 2007.

Attest:

President of the City Council

City Clerk

REVOCABLE PERMIT

Recitals.

A. Commercial Tire Service 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:

A parcel of land located in the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE1/4 NE1/4 SW1/4) of Section 32, Township 1 North, Range 1 West of the Ute Meridian, and more particularly described as follows:

Beginning at the Southeast corner of the NE1/4 SW1/4 (SC1/16th) of said Section 32, which bears South 00 degrees 05 minutes 19 seconds East, a distance of 1322.27 feet from the Northeast corner of said NE1/4 SW1/4 (C1/4) said Section 32, for a basis of bearings, with all bearings contained herein relative thereto; thence North 89 degrees 54 minutes 34 seconds West, a distance of 659.68 feet, along the South line of said SE1/4 NE1/4 SW1/4 said Section 32, to the West line of said SE1/4 NE1/4 SW1/4 said Section 32; thence North 00 degrees 04 minutes 36 seconds East, a distance of 198.40 feet, along said SE1/4 NE1/4 SW1/4 said Section 32; thence South 89 degrees 54 minutes 35 seconds East, a distance of 659.72 feet, to the East line of said SE1/4 NE1/4 SW1/4 said Section 32; thence South 00 degrees 05 minutes 19 seconds West, a distance of 198.40 feet to the POINT OF BEGINNING.

Said parcel containing an area of 3.005 acres, as described.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to maintain an existing structure within the 23 ½ Road right-of-way within the following described public right-of-way:

Commencing at the Northeast corner of the Northeast Quarter Southwest Quarter of Section 32, Township 1 North, Range 1 West, Ute Meridian whence the Southeast corner of the Northeast Quarter Southwest Quarter of said Section 32 bears S00°05'19"W a distance of 1322.27 feet for a basis of bearings, with all bearings contained herein relative thereto; thence S00°05'19"W 1123.88 feet along the East line of the Northeast Quarter Southwest Quarter of said Section 32 to the Point of Beginning; thence S00°05'19"W 198.40 feet along said East line to the Southeast corner of the Northeast Quarter Southwest Quarter of said Section 32; thence N89°54'34"W 55.00 feet along the South line of the Northeast Quarter Southwest Quarter; thence N00°05'19"E 198.40 feet thence S89°54'35"E 55.00 feet to the Point of Beginning.

Containing 10,912 square feet or 0.25 acres as described.

C. Relying on the information supplied by the Petitioner and contained in File No. SPR-2007-130 in the office of the City's Public Works and Planning 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 _____, 2007.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioner:

Commercial Tire Service

AGREEMENT

Commercial Tire Service, for itself and for its successors and assigns, does hereby agree to:

- (a) Abide by each and every term and condition contained in the foregoing Revocable Permit;
- (b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;
- (c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;
- (d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2007.

Commercial Tire Service

By: _____
Richard R. Nowlin III

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this ___ day of _____, 2007, by Richard R. Nowlin III, of Commercial Tire Service

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

Notary Public

Attach 4

Accepting the Improvements Connected with SSID No. SS-48-06 and Setting a Hearing on the Assessments

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Accepting the Improvements connected with Sanitary Sewer Improvements Dist. No. SS-48-06 and Setting a Hearing on Assessments		
File #			
Meeting Day, Date	Wednesday, August 15, 2007		
Placement on the Agenda	Consent	X	Individual
Date Prepared	August 3, 2007		
Author Name & Title	Mike Grizenko, Real Estate Technician		
Presenter Name & Title	Tim Moore, Public Works and Planning Director		

Summary: The City has completed the installation of sanitary sewer facilities as requested by a majority of the property owners located in the area east of 23 Road and between Terry Court and the Colorado River. The proposed resolution is the required first step in the formal process of levying assessments against properties located in the improvement district. A public hearing and second reading of the proposed assessing ordinance will be scheduled for the September 19, 2007 Council meeting.

Budget: Sufficient funds were transferred in 2006 from Fund 902 - the Sewer System General Fund, to Fund 906 – the Septic System Elimination Fund, to support expenses related to this project. Except for the 30% Septic System Elimination contribution, this fund will be reimbursed by assessments to be levied against the twenty-one benefiting properties. The estimated versus actual costs and assessments are as follows:

Item	Original Estimate	Actual	Difference
Total Project Costs*	\$318,872	\$286,035.64	-\$ 32,836.36
30% Contribution**	<u>(\$92,611)</u>	\$ 82,078.25	-\$ 10,532.75
Per Lot Assessment***	\$10,341	\$ 9,321.64	-\$ 1,019.36

* Total Project Costs include design, construction, inspection, easement acquisition and administration.

** Included estimated cost of easements (\$12,441.47) which do not figure into the 30% contribution.

***Assessments do not include Plant Investment Fees and costs to connect to the sewer main.

Two properties consist of duplexes, which are assessed at 1.44 Equivalency Units(EQU's) each.

Action Requested/Recommendation: Adopt a Resolution Approving and Accepting the Improvements Connected with Bluffs Sanitary Sewer Improvement District No. SS-48-06, give notice of a Hearing, and conduct the First Reading of the Assessing Ordinance.

Attachments: 1) Ownership Summary Sheet; 2) Vicinity Map; 3) Proposed Resolution; 4) Assessing Ordinance.

Background Information: Improvement Districts are a cost-sharing program between the City and property owners who request the City's assistance in installing new or improved infrastructure to their neighborhood. People's Ordinance No. 33 authorizes the City Council to create Improvement Districts when petitioned by a majority of the property owners to be assessed. The petition for this Improvement District was signed by 57% of the property owners.

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.
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 and gives notice of a public hearing concerning a proposed Assessing Ordinance.
7. ► Council conducts the first reading of the proposed Assessing Ordinance.
8. Council conducts a public hearing and second reading of the proposed Assessing Ordinance.
9. The adopted Ordinance is published for three consecutive days.

10. 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.

Property owners are assessed for the actual costs of design, construction, inspection and administration. Under current policy adopted by a joint resolution between the City and Mesa County, Persigo Septic System Elimination Funds pay 30% of the assessable costs.

In addition to assessments, the property owners are responsible for bearing the following expenses:

- ◆ Costs to physically connect their service line to the building to be sewerred;
- ◆ Plant Investment Fees.

The City is responsible for extending each service line from the sewer main to the property line. The property owner is responsible for extending the service line from their property line to the building to be sewerred.

The Plant Investment Fee is currently \$2,000 for each sewer connection. The Plant Investment Fee will be raised to \$2,500 in 2008.

The published assessable costs of \$9,880.93 per lot, \$14,228.54 for lots containing duplexes and assessed at 1.44 EQU's, include a one-time charge of 6% for costs of collection and other incidentals. This fee will be deducted for assessments paid in full by October 22, 2007. Assessments not paid in full will be turned over to the Mesa County Treasurer for collection under a 10-year amortization schedule with simple interest at the rate of 8% accruing against the declining principal balance.

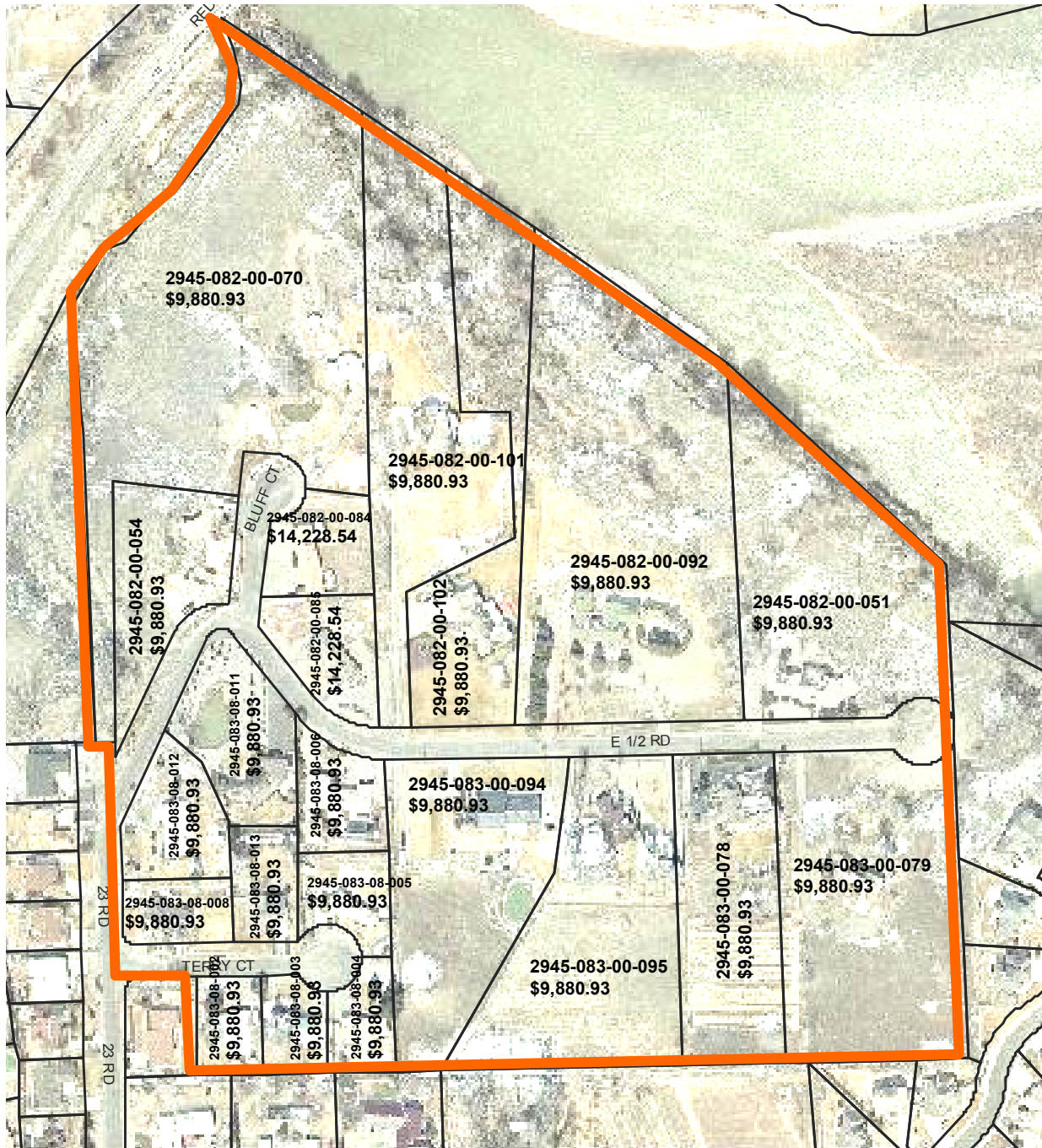
OWNERSHIP SUMMARY

PROPOSED BLUFFS 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 BLUFFS SANITARY SEWER IMPROVEMENT DISTRICT



RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ACCEPTING THE IMPROVEMENTS
CONNECTED WITH BLUFFS SANITARY SEWER IMPROVEMENT DISTRICT NO.
SS-48-06 AND GIVING NOTICE OF A PUBLIC HEARING**

WHEREAS, the City Council of the City of Grand Junction, Colorado, has reported the completion of Bluffs Sanitary Sewer Improvement District No. SS-48-06; and

WHEREAS, the City Council has caused to be prepared a statement showing the total assessable costs associated with Bluffs Sanitary Sewer Improvement District No. SS-48-06 to be apportioned upon and levied against the real property comprising the District Lands which specifically benefit from the improvements associated with said District.

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

1. That the improvements connected with Bluffs Sanitary Sewer Improvement District No. SS-48-06 be, and the same are hereby, approved and accepted; that the statement showing the total assessable costs associated with said District be, and the same is hereby, approved and accepted as the statement of the assessable costs of said Bluffs Sanitary Sewer Improvement District No. SS-48-06.
2. That the costs connected with Bluffs Sanitary Sewer Improvement District No. SS-48-06 be apportioned upon and levied against the real property comprising the District Lands.
3. That the City Clerk shall immediately advertise for three (3) days in the Daily Sentinel, a newspaper of general circulation published in said City, a Notice to the owners of the real estate to be assessed, and all persons interested generally without naming such owner or owners, which Notice shall be in substantially the form set forth in the attached "NOTICE", that said improvements have been completed and accepted, specifying the assessable cost of the improvements and the share to be apportioned to each lot or tract of land; that any complaints or objections that may be made in writing by such owners or persons shall be made to the City Council and filed with the City Clerk within thirty (30) days from the first publication of said Notice; that any objections may be heard and determined by the City Council at its first regular meeting after said thirty (30) days and before the passage of the ordinance assessing the cost of the improvements, all being in accordance with the terms and provisions of Chapter 28 of the Code of Ordinances of the City of Grand Junction, being Ordinance No. 178, as amended, and People's Ordinance No. 33.

PASSED and ADOPTED this _____ day of _____, 2007.

President of the Council

Attest:

City Clerk

NOTICE

NOTICE IS HEREBY GIVEN that a hearing is scheduled for September 19, 2007, at 7:00 p.m., to hear complaints or objections of the owners of the real estate hereinafter described, said real estate comprising the district of lands known as Bluffs Sanitary Sewer Improvement District No. SS-48-06, and all persons interested therein, as follows:

All that part of the SW1/4NW1/4 Section 8, T1S, R1W, of the Ute Meridian, lying South of the Colorado River and East of the Redlands Parkway right-of-way as recorded in Book 1371, Page 271 in the office of the Mesa County Clerk; AND ALSO

The North 521.3 feet of the NW1/4SW1/4 Section 8, T1S, R1W, Ute Meridian, EXCEPT Lot 1, Del Monte Park Subdivision, as recorded in Plat Book 12, Page 40 in the office of the Mesa County Clerk.

All in the City of Grand Junction, County of Mesa, State of Colorado

That the City of Grand Junction has completed and the Grand Junction City Council has accepted the improvements connected with Bluffs Sanitary Sewer Improvement District No. SS-48-06. Said District and improvements are authorized by and in accordance with the terms and provisions of City Resolution No. 143-06, passed and adopted by the Grand Junction City Council on the 15th day of November, 2006, whereby said City Council declared its intention to create said District, and by City Resolution No. 166-06, passed and adopted by the Grand Junction City Council on the 20th day of December, 2006, whereby the Grand Junction City Council created and established said District, all being in accordance with the terms and provisions of Chapter 28 of the Code of Ordinances of said City, being Ordinance No. 178, as amended.

That the whole cost of the improvements connected with said District and to be assessed against the District Lands, as hereinafter described, has been definitely ascertained and is in the sum of \$216,194.75. Said sum includes a one-time charge of six percent (6%) for costs of collection and other incidentals; that the part apportioned to and upon each lot or tract of land within said District and assessable for said improvements is hereinafter set forth; that payment may be made to the Finance Director of the city of Grand Junction at any time within thirty (30) days after the final publication of the assessing ordinance assessing the real estate in said District for the cost of said improvements; and that the owner(s) so paying shall be entitled to an allowance of six percent (6%) for costs of collection and other incidentals.

That any complaints or objections that may be made in writing by the said owner or owners of land within said District and assessable for said improvements, or by any person interested, may be made to the City Council and filed in the office of the City Clerk of said City within thirty (30) days from the first publication of this Notice; that any such complaints or objections will be heard and determined by the said City Council at a public hearing on Wednesday, September 19, 2007, at 7:00 p.m. in the City Council

Chambers located at Grand Junction City Hall, 250 North 5th Street in Grand Junction, Colorado, at which time the said City Council will consider passage of a proposed ordinance to assess the cost of said improvements against the real estate in said District, and against the respective owners of said real estate, as by law provided.

That the sum of \$216,194.75 for improvements connected with Bluffs Sanitary Sewer Improvement District No. SS-48-06 is to be apportioned against the real estate in said District and against the owners respectively as by law provided in the following proportions and amounts severally, as follows, to wit:

TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-082-00-051	Beginning at a point 20 feet South and S 89° 55' E 970 feet from the West 1/4 corner of Section 8, T1S, R1W, Ute Meridian; thence North 572.54 feet to the South bank of the Colorado River; thence Southeasterly along the River to East line of the Southwest 1/4 of Northwest 1/4(SW1/4NW1/4); thence South along the East line of the SW1/4NW1/4 to a point 20 feet South of Southeast corner of the SW1/4NW1/4; thence N89°55'W 350 feet more or less to the point of beginning, except the road in Book 951, Page 408 of the Mesa County Clerks office.	\$9,880.93
2945-082-00-054	Beginning at a point 30 feet East and 24.26 feet South of the W¼ Corner of Section 8, Township 1 South, Range 1 West of the Ute Meridian, thence North 418.53 feet, thence South 81°10'40" East 194 feet, more or less, to the Westerly line of Bluff Court, thence along the Westerly line of Bluff Court S06°35' W 159.44 to E 1/2 Road, thence Southwesterly 97.38 feet along the arc of curve to the left having a radius of 75 feet (the chord bears S63°12'W 90.69 feet); thence S26°00' W 210.75 feet to the point of Beginning.	\$9,880.93
2945-082-00-070	Beginning at the W¼ Corner of Section 8, Township 1 South, Range 1 West of the Ute Meridian, thence South 142.8 feet, thence N26°00'E 330.45 feet, thence along the arc of a 50.0 foot radius curve to the right, 102.76 feet (the chord of which bears N84°52'30"E 85.6 feet), thence S36°15'E 150.0 feet, thence along the arc of a 150.5 foot radius curve to the left 140.97 feet (the chord of which bears S63°05' East 135.87 feet), thence North 988.81 feet to the South Bank of Colorado River, thence N53°45'W 266.96 feet to the Centerline of Goat Ranch Wash, thence along said Wash S28°00'W 414.69 feet, thence N89°55'W 30.0 feet to the West line of said Section 8, thence South 759.93 feet to the W¼ Corner of said Section 8, and the Point of Beginning, EXCEPTING therefrom the following: Beginning at a point on the North right of way of E½ Road from whence	\$9,880.93

	<p>the W¼ Corner of said Section 8 bears S54°49'W 306.6 feet, thence S36°15'E 150.0 feet, thence along the arc of a 125.5 foot radius curve to the left 117.55 feet (the chord of which bears S63°05'E 113.3 feet), thence North 353.5 feet, thence N81°10'40"W 117.83 feet, thence along the arc of a 50.0 foot radius curve to the right 76.59 feet (the chord of which bears S52°42'10"W 69.32 feet), thence S06°35'W 158.35 feet to the Point of Beginning, AND EXCEPT Beginning at a point 30 feet East and 24.26 feet South of the W¼ Corner of said Section 8, thence North 418.53 feet, thence S81°10'40"E 194 feet, more or less, to the Westerly line of Bluff Court, thence along the Westerly line of Bluff Court S06°35'W 159.44 feet to E½ Road, thence Southwesterly 97.38 feet along the arc of a curve to the having a radius of 75 feet (the chord bears S63°12'W 90.69 feet, thence S26°00'W 210.75 feet to the point of beginning, AND ALSO EXCEPT tracts conveyed to Mesa County for roads in Book 986 at Page 253 and in Book 1371 at Page 271.</p>	
2945-082-00-084	<p>Commencing at a point on the North right of way of E1/2 Road from whence the W 1/4 Corner of Section 8, Township 1 South, Range 1 West of the Ute Meridian bears South 54°49' West 306.6 feet; thence North 06°35' East 30.35 feet for a Point of Beginning; thence North 06° 35' East 128 feet; thence along the arc of a 50 foot radius curve to the right 76.59 feet (the chord of which bears North 52°42'10" East 69.32 feet); thence South 81°10'40" East 117.83 feet; thence South 150 feet; thence West to the Point of Beginning.</p>	\$14,228.54
2945-082-00-085	<p>Commencing at a point on the North right-of-way of E 1/2 Road from whence the W 1/4 corner of Section 8, Township 1 South, Range 1 West of the Ute Meridian bears South 54°49' West 306.06 feet; thence North 06°35' East 30.35 feet for a Point of Beginning; thence South 06°35' West 30.35 feet; thence South 36°15' East 150 feet; thence along the arc of a a 125.5 feet radius curve to the left 117.73 feet (the chord of which bears South 63°07'30" East 113.46 feet); thence North 203.5 feet; thence South 89°39'50" West 186.43 feet to the point of beginning.</p>	\$14,228.54
2945-082-00-092	<p>Beginning S89°59'E 649.00 feet and 5.0 feet North of the W 1/4 Corner of Section 8, T1S, R1W, of the Ute Meridian; thence N04°47'13"E 765.28 feet; thence S53°45'E 158.94 feet; thence S46°15'E 175.48 feet; thence South 547.54 feet; thence N89°55'W 321.0 feet to the point of beginning.</p>	\$9,880.93
2945-082-00-101	<p>Commencing at the W¼ corner of Section 8, T1S, R1W, of the Ute Meridian; thence S89°55'00"E a distance of 585.00 feet; thence N00°00'00"E 272.82 feet to the point</p>	\$9,880.93

	<p>of beginning; thence continuing N00°00'00"E 211.30 feet; thence S89°55'00"E 41.43 feet; thence S00°00'00"W 191.70 feet, thence S65°03'06"W 45.69 feet to the point of beginning; together with:</p> <p>Commencing at the W¹/₄ corner of said Section 8, thence S89°55'00"E along a distance of 455.00 feet, thence N00°00'00"E 212.15 feet, thence N65°03'06"E 38.60 feet to the point of beginning; thence N00°00'00"E 13.67 feet; thence S89°55'00"E 29.29 feet; thence S65°03'06"W 32.30 feet to the point of beginning; together with: Commencing at the W¹/₄ corner of said Section 8, thence S89°55'00"E a distance of 440.00 feet, thence N00°00'00"E 5.00 feet to the point of beginning; thence continuing N00°00'00"E 963.81 feet; thence S53°45'00"E 179.80 feet, thence S00°00'00"W 378.86 feet; thence S89°55'00"E 41.43 feet; thence S00°00'00"W 191.70 feet; thence S65°03'06"W 189.07 feet; thence S00°00'00"W 207.15 feet; thence N89°55'00"W 15.00 feet to the point of beginning.</p>	
2945-082-00-102	<p>Commencing at the W¹/₄ corner of Section 8, T1S, R1W, Ute Meridian; thence S89°55'00"E a distance of 455.00 feet; thence leaving said South line N00°00'00"E 5.00 feet to the point of beginning; thence continuing N00°00'00"E 207.15 feet; thence N65°03'06"E 180.07 feet; thence N00°00'00"E 191.70 feet; thence N89°55'00"W 41.43 feet; thence N00°00'00"E 378.86 feet; thence S53°45'00"E 161.30 feet; thence S04°57'13"W 765.28 feet; thence N89°55'00"W 194.00 feet to the point of beginning.</p>	\$9,880.93
2945-083-00-078	<p>Commencing at the West Quarter Corner of Section 8, T1S, R1W, Ute Meridian; thence South 521.3 feet; thence South 89°55' East 880.00 feet to the point of beginning; thence North 476.30 feet; thence South 89°55' East 160.00 feet; thence South 476.30 feet; thence North 89°55' West 160.00 feet to the point of beginning.</p>	\$9,880.93
2945-083-00-079	<p>Beginning 521.3 feet South and S89°55'E 880 feet from the W¹/₄ corner of Section 8, T1S, R1W, Ute Meridian; thence S89°55' East 440.00 feet to the East line of the NW¹/₄ SW¹/₄ of said Section 8; thence North 501.3 feet (said point bears South 20.0 feet from the NE corner of the NW¹/₄SW¹/₄ of said Section 8); thence N89°55'W 440.0 feet; thence South 501.3 feet to the point of beginning. EXCEPT beginning at the NW corner of said tract herein described; thence South 25.0 feet; thence S89°55'E 346.7 feet; thence along the arc a 50.0 foot radius curve to the left 104.72 feet (the chord of which bears S89°55'E 86.6 feet); thence S89°55'E 6.7 feet to the East line of the tract herein described; thence North 25.0 feet to the Northeast corner of the tract herein</p>	\$9,880.93

	described; thence N89°55'W 440.0 feet to the point of beginning. ALSO EXCEPT beginning at a point 521.3 feet South and S89°55'E 880.00 feet from the West ¼ corner of said Section 8; thence North 476.30 feet; thence S89°55'E 160.00 feet; thence South 476.30 feet; thence N89°55'W 160.00 feet to the point of beginning.	
2945-083-00-094	Beginning at a point which bears South 521.30 feet and S89°55'E 440.00 feet from the W1/4 corner of Section 8, T1S, R1W of the Ute Meridian; thence S89°55'E 70.08 feet; thence N31°26'30"E 350.12 feet; thence N10°50'E 141.30 feet; thence N06°14'30"E 38.72 feet; thence North 25.00 feet; thence N89°55'W 283.50 feet; thence South 501.30 feet to the point of beginning. EXCEPT tract conveyed to County of Mesa, State of Colorado by instrument recorded October 16, 1970 in Book 951 at page 408 for road right of way.	\$9,880.93
2945-083-00-095	Beginning South 521.30 feet and S89°55'E 510.08 feet from the W 1/4 corner of Section 8, T1S, R1W, Ute Meridian; thence S89°55'E 369.92 feet; thence North 501.30 feet; thence N89°55'W 156.50 feet; thence South 25.0 feet; thence S06°14'30"W 38.72 feet; thence S10°50'W 141.30 feet to the point of beginning; EXCEPT the North 25.00 feet for road right of way.	\$9,880.93
2945-083-08-002	Lot 2, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-003	Lot 3, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-004	Lot 4, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-005	Lot 5, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-006	Lot 6, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-008	Lot 8, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-011	Lot 1, Del Monte Park Replat, a Replat of Lots 7, 9, and 10, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-012	Lot 2, Del Monte Park Replat, a Replat of Lots 7, 9, and 10, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-013	Lot 3, Del Monte Park Replat, a replat of Lots 7, 9, and 10, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93

Dated at Grand Junction, Colorado, this _____ day of _____, 2007.

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

By: _____
City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE APPROVING THE ASSESSABLE COST OF THE IMPROVEMENTS MADE IN AND FOR BLUFFS SANITARY SEWER IMPROVEMENT DISTRICT NO. SS-48-06, IN THE CITY OF GRAND JUNCTION, COLORADO, PURSUANT TO ORDINANCE NO. 178, ADOPTED AND APPROVED THE 11TH DAY OF JUNE, 1910, AS AMENDED; APPROVING THE APPORTIONMENT OF SAID COST TO EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; ASSESSING THE SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; APPROVING THE APPORTIONMENT OF SAID COST AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENT

WHEREAS, the City Council and the Municipal Officers of the City of Grand Junction, in the State of Colorado, have complied with all the provisions of law relating to certain improvements in Bluffs Sanitary Sewer Improvement District No. SS-48-06, in the City of Grand Junction, pursuant to Ordinance No. 178 of said City, adopted and approved June 11, 1910, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, and pursuant to the various resolutions, orders and proceedings taken under said Ordinance; and

WHEREAS, the City Council has heretofore caused to be published the Notice of Completion of said local improvements in said Bluffs Sanitary Sewer Improvement District No. SS-48-06, and the apportionment of cost thereof to all persons interested and to the owners of real estate which is described therein, said real estate comprising the district of land known as Bluffs Sanitary Sewer Improvement District No. SS-48-06, in the City of Grand Junction, Colorado, which said Notice was caused to be published in the Daily Sentinel, the official newspaper of the City of Grand Junction (the first publication thereof appearing on August 17, 2007, and the last publication thereof appearing on August 19, 2007); and

WHEREAS, said Notice recited the share to be apportioned to and upon each lot or tract of land within said District assessable for said improvements, and recited that complaints or objections might be made in writing to the Council and filed with the City Clerk within thirty (30) days from the first publication of said Notice, and that such complaints would be heard and determined by the Council at its first regular meeting after the said thirty (30) days and before the passage of any ordinance assessing the cost of said improvements; and

WHEREAS, no written complaints or objections have been made or filed with the City Clerk as set forth in said Notice; and

WHEREAS, the City Council has fully confirmed the statement prepared by the City Engineer and certified by the President of the Council showing the assessable cost of said improvements and the apportionment thereof heretofore made as contained in that certain Notice to property owners in Bluffs Sanitary Sewer Improvement District No. SS-48-06, duly published in the Daily Sentinel, the official newspaper of the City, and has duly ordered that the cost of said improvements in said Bluffs Sanitary Sewer Improvement District No. SS-48-06 be assessed and apportioned against all of the real estate in said District in the portions contained in the aforesaid Notice; and

WHEREAS, from the statement made and filed with the City Clerk by the City Engineer, it appears that the assessable cost of the said improvements is \$216,194.75, said sum including a one-time charge of six percent (6%) for costs of collection and other incidentals; and

WHEREAS, from said statement it also appears the City Engineer has apportioned a share of the assessable cost to each lot or tract of land in said District in the following proportions and amounts, severally, to wit:

TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-082-00-051	Beginning at a point 20 feet South and S 89° 55' E 970 feet from the West 1/4 corner of Section 8, T1S, R1W, Ute Meridian; thence North 572.54 feet to the South bank of the Colorado River; thence Southeasterly along the River to East line of the Southwest 1/4 of Northwest 1/4(SW1/4NW1/4); thence South along the East line of the SW1/4NW1/4 to a point 20 feet South of Southeast corner of the SW1/4NW1/4; thence N89°55'W 350 feet more or less to the point of beginning, except the road in Book 951, Page 408 of the Mesa County Clerks office.	\$9,880.93
2945-082-00-054	Beginning at a point 30 feet East and 24.26 feet South of the W¼ Corner of Section 8, Township 1 South, Range 1 West of the Ute Meridian, thence North 418.53 feet, thence South 81°10'40" East 194 feet, more or less, to the Westerly line of Bluff Court, thence along the Westerly line of Bluff Court S06°35' W 159.44 to E 1/2 Road, thence Southwesterly 97.38 feet along the arc of curve to the left having a radius of 75 feet (the chord bears S63°12'W 90.69 feet); thence S26°00' W 210.75 feet to the point of Beginning.	\$9,880.93
2945-082-00-070	Beginning at the W¼ Corner of Section 8, Township 1 South, Range 1 West of the Ute Meridian, thence South 142.8 feet, thence N26°00'E 330.45 feet, thence along the arc of a 50.0 foot radius curve to the right, 102.76 feet (the chord of which bears N84°52'30"E 85.6 feet), thence S36°15'E 150.0 feet, thence along the arc of a 150.5 foot radius curve to the left 140.97 feet (the chord of which bears S63°05' East 135.87 feet), thence North	\$9,880.93

	<p>988.81 feet to the South Bank of Colorado River, thence N53°45'W 266.96 feet to the Centerline of Goat Ranch Wash, thence along said Wash S28°00'W 414.69 feet, thence N89°55'W 30.0 feet to the West line of said Section 8, thence South 759.93 feet to the W¼ Corner of said Section 8, and the Point of Beginning, EXCEPTING therefrom the following: Beginning at a point on the North right of way of E½ Road from whence the W¼ Corner of said Section 8 bears S54°49'W 306.6 feet, thence S36°15'E 150.0 feet, thence along the arc of a 125.5 foot radius curve to the left 117.55 feet (the chord of which bears S63°05'E 113.3 feet), thence North 353.5 feet, thence N81°10'40"W 117.83 feet, thence along the arc of a 50.0 foot radius curve to the right 76.59 feet (the chord of which bears S52°42'10"W 69.32 feet), thence S06°35'W 158.35 feet to the Point of Beginning, AND EXCEPT Beginning at a point 30 feet East and 24.26 feet South of the W¼ Corner of said Section 8, thence North 418.53 feet, thence S81°10'40"E 194 feet, more or less, to the Westerly line of Bluff Court, thence along the Westerly line of Bluff Court S06°35'W 159.44 feet to E½ Road, thence Southwesterly 97.38 feet along the arc of a curve to the having a radius of 75 feet (the chord bears S63°12'W 90.69 feet, thence S26°00'W 210.75 feet to the point of beginning, AND ALSO EXCEPT tracts conveyed to Mesa County for roads in Book 986 at Page 253 and in Book 1371 at Page 271.</p>	
2945-082-00-084	<p>Commencing at a point on the North right of way of E1/2 Road from whence the W 1/4 Corner of Section 8, Township 1 South, Range 1 West of the Ute Meridian bears South 54°49' West 306.6 feet; thence North 06°35' East 30.35 feet for a Point of Beginning; thence North 06° 35' East 128 feet; thence along the arc of a 50 foot radius curve to the right 76.59 feet (the chord of which bears North 52°42'10" East 69.32 feet); thence South 81°10'40" East 117.83 feet; thence South 150 feet; thence West to the Point of Beginning.</p>	\$14,228.54
2945-082-00-085	<p>Commencing at a point on the North right-of-way of E 1/2 Road from whence the W 1/4 corner of Section 8, Township 1 South, Range 1 West of the Ute Meridian bears South 54°49' West 306.06 feet; thence North 06°35' East 30.35 feet for a Point of Beginning; thence South 06°35' West 30.35 feet; thence South 36°15' East 150 feet; thence along the arc of a a 125.5 feet radius curve to the left 117.73 feet (the chord of which bears South 63°07'30" East 113.46 feet); thence North 203.5 feet; thence South 89°39'50" West 186.43 feet to the point of beginning.</p>	\$14,228.54

2945-082-00-092	Beginning S89°59'E 649.00 feet and 5.0 feet North of the W 1/4 Corner of Section 8, T1S, R1W, of the Ute Meridian; thence N04°47'13"E 765.28 feet; thence S53°45'E 158.94 feet; thence S46°15'E 175.48 feet; thence South 547.54 feet; thence N89°55'W 321.0 feet to the point of beginning.	\$9,880.93
2945-082-00-101	Commencing at the W ¹ / ₄ corner of Section 8, T1S, R1W, of the Ute Meridian; thence S89°55'00"E a distance of 585.00 feet; thence N00°00'00"E 272.82 feet to the point of beginning; thence continuing N00°00'00"E 211.30 feet; thence S89°55'00"E 41.43 feet; thence S00°00'00"W 191.70 feet, thence S65°03'06"W 45.69 feet to the point of beginning; together with: Commencing at the W ¹ / ₄ corner of said Section 8, thence S89°55'00"E along a distance of 455.00 feet, thence N00°00'00"E 212.15 feet, thence N65°03'06"E 38.60 feet to the point of beginning; thence N00°00'00"E 13.67 feet; thence S89°55'00"E 29.29 feet; thence S65°03'06"W 32.30 feet to the point of beginning; together with: Commencing at the W1/4 corner of said Section 8, thence S89°55'00"E a distance of 440.00 feet, thence N00°00'00"E 5.00 feet to the point of beginning; thence continuing N00°00'00"E 963.81 feet; thence S53°45'00"E 179.80 feet, thence S00°00'00"W 378.86 feet; thence S89°55'00"E 41.43 feet; thence S00°00'00"W 191.70 feet; thence S65°03'06"W 189.07 feet; thence S00°00'00"W 207.15 feet; thence N89°55'00"W 15.00 feet to the point of beginning.	\$9,880.93
2945-082-00-102	Commencing at the W ¹ / ₄ corner of Section 8, T1S, R1W, Ute Meridian; thence S89°55'00"E a distance of 455.00 feet; thence leaving said South line N00°00'00"E 5.00 feet to the point of beginning; thence continuing N00°00'00"E 207.15 feet; thence N65°03'06"E 180.07 feet; thence N00°00'00"E 191.70 feet; thence N89°55'00"W 41.43 feet; thence N00°00'00"E 378.86 feet; thence S53°45'00"E 161.30 feet; thence S04°57'13"W 765.28 feet; thence N89°55'00"W 194.00 feet to the point of beginning.	\$9,880.93
2945-083-00-078	Commencing at the West Quarter Corner of Section 8, T1S, R1W, Ute Meridian; thence South 521.3 feet; thence South 89°55' East 880.00 feet to the point of beginning; thence North 476.30 feet; thence South 89°55' East 160.00 feet; thence South 476.30 feet; thence North 89°55' West 160.00 feet to the point of beginning.	\$9,880.93
2945-083-00-079	Beginning 521.3 feet South and S89°55'E 880 feet from the W1/4 corner of Section 8, T1S, R1W, Ute Meridian; thence S89°55' East 440.00 feet to the East line of the NW1/4 SW ¹ / ₄ of said Section 8; thence North 501.3 feet (said point bears South 20.0 feet from the NE corner of	\$9,880.93

	the NW1/4SW1/4 of said Section 8); thence N89°55'W 440.0 feet; thence South 501.3 feet to the point of beginning. EXCEPT beginning at the NW corner of said tract herein described; thence South 25.0 feet; thence S89°55'E 346.7 feet; thence along the arc a 50.0 foot radius curve to the left 104.72 feet (the chord of which bears S89°55'E 86.6 feet); thence S89°55'E 6.7 feet to the East line of the tract herein described; thence North 25.0 feet to the Northeast corner of the tract herein described; thence N89°55'W 440.0 feet to the point of beginning. ALSO EXCEPT beginning at a point 521.3 feet South and S89°55'E 880.00 feet from the West ¼ corner of said Section 8; thence North 476.30 feet; thence S89°55'E 160.00 feet; thence South 476.30 feet; thence N89°55'W 160.00 feet to the point of beginning.	
2945-083-00-094	Beginning at a point which bears South 521.30 feet and S89°55'E 440.00 feet from the W1/4 corner of Section 8, T1S, R1W of the Ute Meridian; thence S89°55'E 70.08 feet; thence N31°26'30"E 350.12 feet; thence N10°50'E 141.30 feet; thence N06°14'30"E 38.72 feet; thence North 25.00 feet; thence N89°55'W 283.50 feet; thence South 501.30 feet to the point of beginning. EXCEPT tract conveyed to County of Mesa, State of Colorado by instrument recorded October 16, 1970 in Book 951 at page 408 for road right of way.	\$9,880.93
2945-083-00-095	Beginning South 521.30 feet and S89°55'E 510.08 feet from the W 1/4 corner of Section 8, T1S, R1W, Ute Meridian; thence S89°55'E 369.92 feet; thence North 501.30 feet; thence N89°55'W 156.50 feet; thence South 25.0 feet; thence S06°14'30"W 38.72 feet; thence S10°50'W 141.30 feet to the point of beginning; EXCEPT the North 25.00 feet for road right of way.	\$9,880.93
2945-083-08-002	Lot 2, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-003	Lot 3, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-004	Lot 4, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-005	Lot 5, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-006	Lot 6, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-008	Lot 8, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-011	Lot 1, Del Monte Park Replat, a Replat of Lots 7, 9, and 10, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-012	Lot 2, Del Monte Park Replat, a Replat of Lots 7, 9, and 10, Del Monte Park Subdivision, City of Grand Junction	\$9,880.93
2945-083-08-013	Lot 3, Del Monte Park Replat, a replat of Lots 7, 9, and	\$9,880.93

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

Section 1. That the assessable cost and apportionment of the same, as hereinabove set forth, is hereby assessed against all real estate in said District, and to and upon each lot or tract of land within said District, and against such persons in the portions and amounts which are severally hereinbefore set forth and described.

Section 2. That said assessments, together with all interests and penalties for default in payment thereof, and all cost of collecting the same, shall from the time of final publication of this Ordinance constitute a perpetual lien against each lot of land herein described, on a parity with the tax lien for general, State, County, City and school taxes, and no sale of such property to enforce any general, State, County, City or school tax or other lien shall extinguish the perpetual lien of such assessment.

Section 3. That said assessment shall be due and payable within thirty (30) days after the final publication of this Ordinance without demand; provided that all such assessments may, at the election of the owner, be paid in installments with interest as hereinafter provided. Failure to pay the whole assessment within the said period of thirty (30) days shall be conclusively considered and held an election on the part of such owner to pay in such installments. All persons so electing to pay in installments shall be conclusively considered and held as consenting to said improvements, and such election shall be conclusively considered and held a waiver of any and all rights to question the power and jurisdiction of the City to construct the improvements, the quality of the work and the regularity or sufficiency of the proceedings, or the validity or correctness of the assessment.

Section 4. That in case of such election to pay in installments, the assessments shall be payable in ten (10) equal annual installments of the principal. The first of said installments of principal shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of eight percent (8%) per annum on the unpaid principal, payable annually.

Section 5. That the failure to pay any installments, whether of principal or interest, as herein provided, when due, shall cause the whole unpaid principal to become due and payable immediately and the whole amount of the unpaid principal

and accrued interest shall thereafter draw interest at the rate of eight percent (8%) per annum until the day of sale, as by law provided; but at any time prior to the date of sale, the owner may pay the amount of such delinquent installment or installments, with interest at the rate of eight percent (8%) per annum as aforesaid; and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any piece of real estate not in default as to any installments may at any time pay the whole of the unpaid principal with interest accrued.

Section 6. That payment may be made to the City Finance Director at any time within thirty (30) days after the final publication of this Ordinance, and an allowance of the six percent (6%) added for cost of collection and other incidentals shall be made on all payments made during said period of thirty (30) days.

Section 7. That the monies remaining in the hands of the City Finance Director as the result of the operation and payments under Bluffs Sanitary Sewer Improvement District No. SS-48-06 shall be retained by the Finance Director and shall be used thereafter for the purpose of further funding of past or subsequent improvement districts which may be or may become in default.

Section 8. That all provisions of Ordinance No. 178 of the City of Grand Junction, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, shall govern and be taken to be a part of this Ordinance with respect to the creation of said Bluffs Sanitary Sewer Improvement District No. SS-48-06, the construction of the improvements therein, the apportionment and assessment of the cost thereof and the collection of such assessments.

Section 9. That this Ordinance, after its introduction and first reading, shall be published once in full in the Daily Sentinel, the official newspaper of the City, at least ten (10) days before its final passage, and after its final passage, it shall be numbered and recorded in the City ordinance record, and a certificate of such adoption and publication shall be authenticated by the certificate of the publisher and the signature of the President of the Council and the City Clerk, and shall be in full force and effect on and after the date of such final publication, except as otherwise provided by the Charter of the city of Grand Junction.

INTRODUCED on first reading on the ____ day of _____, 2007.

ADOPTED on second reading the _____ day of _____, 2007

Attest:

City Clerk

President of the Council

Attach 5
Renewal of Municipal Recreation Agreement
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Renewal of Municipal Recreation Agreement		
File #			
Meeting Day, Date	Wednesday, August 15, 2007		
Placement on the Agenda	Consent	X	Individual
Date Prepared	August 7, 2007		
Author Name & Title	Greg Trainor, Utility and Street Systems Director		
Presenter Name & Title	Greg Trainor, Utility and Street Systems Director		

Summary: Renewal of an existing Agreement between the City of Grand Junction, Town of Palisade, the City of Fruita and the Bureau of Reclamation for the delivery of surplus water from Green Mountain Reservoir for recreational purposes in the Colorado River between Palisade and Loma, Colorado

Budget: N/A

Action Requested/Recommendation: Review and adoption of Agreement

Attachments: Municipal Recreation Agreement

Background Information: The Colorado River Recovery program is a common effort by Colorado water users, the State of Colorado, other Colorado River basin states, and the Federal government to insure recovery of endangered fish species. The users and the states and their water projects are protected by participation in this common effort. Without the common recovery program, water users would have to perform individual efforts to recover the fishes, including delivery of water to the Colorado River.

Under the Colorado River Recovery Program for the Endangered Fish Species, the Colorado River between Palisade Colorado and the confluence of the Gunnison River ("The 15-Mile Reach") is considered critical habitat for the endangered fish species. Under the programmatic biological opinion (PBO) covering the depletions of water from existing and future water projects on the Colorado River, annual target flows were determined for the 15-Mile Reach. One method to assist in meeting the target flows is the delivery of surplus water from Green Mountain Reservoir to the Grand Valley.

The successful delivery of surplus water is an action item in the PBO and meets the “sufficient progress” criteria established by the Recovery Program for Colorado Water users.

In 2001, the Grand Valley municipalities signed a five-year agreement with the Bureau of Reclamation that would allow the municipalities to call for surplus water from Green Mountain Reservoir. This water would be delivered to the Grand Valley for non-consumptive, municipal recreational uses in the Colorado River between Palisade and Loma. The delivery of this water for recreation would have a supplemental benefit for the fish by increasing the flows of the Colorado River at Grand Junction.

The Agreement has been in effect between 2001 and 2006 and has been successful.

Surplus water is declared “surplus” during weekly meetings of the water users and Bureau of Reclamation.

There is no charge to the municipalities for delivery of this water.

The delivery of water meets one of the criteria for “sufficient progress” in meeting the recovery goals for the endangered fish species.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Colorado-Big Thompson Project

MUNICIPAL RECREATION AGREEMENT
AMONG THE UNITED STATES,
THE TOWN OF PALISADE,
THE CITY OF GRAND JUNCTION, and
THE CITY OF FRUITA

THIS MUNICIPAL RECREATION AGREEMENT; hereinafter referred to as the Agreement, is made this _____ day of _____, 2007, pursuant to the Act of June 17, 1902 (32 Stat. 388; 43 USC § 391), and all Acts amendatory thereof or supplementary thereto, and more particularly pursuant to the Act of August 9, 1937 (50 Stat. 564, 595), which incorporates Senate Document 80, 75th Congress; and Section 9 (c)(1) of the Act of August 4, 1939 (53 Stat. 1187; 43 USC § 485(h)) as amended; among the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the Contracting Officer executing this agreement; and the TOWN OF PALISADE, the CITY OF GRAND JUNCTION, and the CITY OF FRUITA, hereinafter referred to as the "Municipalities"; jointly referred to as the "Parties," for furnishing Historic Users Pool surplus water from Green Mountain Reservoir for non-consumptive municipal recreation uses in and adjacent to the reach of the Colorado River extending from the existing locations of the Grand Valley Irrigation Company Diversion Dam to the Loma Boat Ramp.

WHEREAS, the following statements are made in explanation:

A. WHEREAS, Green Mountain Dam and Reservoir were constructed as a feature of the Colorado-Big Thompson Project as recommended by the Secretary of the Interior and approved by the President on December 21, 1937, pursuant to Section 4 of the Act of June 25, 1910 (36 Stat. 835; 43 USC §§ 400, 413), and Subsection B of Section 4 of the Fact Finders' Act (Act of December 5, 1924 (43 Stat. 672, 702; 43 USC § 412)). Green Mountain Reservoir is operated and maintained by the United States in accordance with Senate Document 80; the Act of August 9, 1937 (50 Stat. 564, 595), the stipulations and decrees in the Consolidated Cases (Civil Action Nos. 2782, 5016, and 5017, aka. the "Blue River Decrees"), United States District Court for the District of Colorado; the Operating Policy for Green Mountain Reservoir as published in the Federal Register on December 22, 1983, which became effective January 23, 1984, and as

amended September 3, 1987, as published in the Federal Register on September 11, 1987, and the stipulated settlement of the Orchard Mesa Check Case (Case No. 91CW247, District Court, Water Division No. 5, State of Colorado). Green Mountain Reservoir was authorized to provide water for the purposes specified in Senate Document 80; and

B. WHEREAS, pursuant to the Operating Policy for Green Mountain Reservoir, paragraph 8, stored Historic Users Pool (HUP) water in excess (surplus) of the amounts reasonably necessary to meet the objectives of paragraphs 2 and 4 thereof “. . . may be disposed of on a short-term basis by agreement . . .”; and

C. WHEREAS, nothing in this Agreement shall be construed as a consent by the Municipalities to the validity or enforceability of the Operating Policy or a waiver or relinquishment of any claims or defenses regarding the validity or enforceability of the Operating Policy; and

D. WHEREAS, paragraph 5.a. of the Stipulation and Agreement for the Orchard Mesa Check Case states “. . . HUP surplus water contracts will provide that HUP surplus water will be delivered to and through the Grand Valley Power Plant to the extent that there is capacity in the power canal and water is needed to produce power at the Grand Valley Power Plant, and that HUP surplus water contracts may provide for delivery of HUP surplus water to other locations and facilities to the extent that there is not capacity in the power canal or that water is not needed to produce power at the Grand Valley Power Plant”; and

E. WHEREAS, as part of the stipulated settlement for the Orchard Mesa Check Case the Green Mountain Reservoir HUP Operating Criteria (Operating Criteria) was developed. Said Operating Criteria define specific terms and conditions for declaring and managing releases of water surplus to the needs of HUP beneficiaries; and

F. WHEREAS, pursuant to the Operating Criteria Reclamation conducts an Annual HUP public meeting, and regularly scheduled teleconferences with the Managing Entities. Reclamation will inform the Municipalities of these meetings and teleconferences so that they may attend in person, by telephone, or otherwise and provide comment during the discussions; and

~~GF.~~ WHEREAS, ~~the~~ HUP surplus water provided pursuant to this Agreement will be determined as specified in the Operating Criteria and made available ~~for municipal recreational purposes on an “If and When” basis as provided in this Agreement; and~~

HG. WHEREAS, the Colorado River Recovery Program (Recovery Program) was established and signed in 1988 by Reclamation, Western Area Power Administration, the U.S. Fish and Wildlife Service (Service), and the States of Colorado, Utah and Wyoming for the recovery of four endangered native fish species on the Upper Colorado River; and

~

IH. WHEREAS, Reclamation is a signatory to the Recovery Implementation Program for Endangered Fish Species in the Upper Colorado River Basin (RIP). As a signatory to the RIP, Reclamation agreed within its discretion to assist with recovery of these endangered fishes; and

IJ. WHEREAS, in 1999 the Service issued a Final Programmatic Biological Opinion (PBO) covering the operations and water depletions of existing projects, including Reclamation projects. The PBO also covers funding and implementation of Recovery Program Actions in the Upper Colorado River above the Gunnison River. One of the action items listed in the PBO and in the Recovery Implementation Program Recovery Action Plan (RIPRAP) is the protection and delivery of the HUP Surplus Water to the 15 Mile Reach for the endangered fish by execution of an Agreement; and

IK. WHEREAS, the reach of the Colorado River in the Grand Valley from its confluence with the Gunnison River upstream 15 miles to the Grand Valley Irrigation Company diversion dam (15 Mile Reach) has been designated by the RIP as critical habitat for two of the endangered fishes covered by the RIP. The Service has established annual target flows under the Colorado River Recovery Program for the 15 Mile Reach of the Colorado River to assist with recovery of the endangered fishes; and

IL. WHEREAS, the Municipalities are duly formed municipal entities under the laws of the State of Colorado; and

IM. WHEREAS, the Municipalities are working together to improve and planning to further improve the recreational uses along the Colorado River between Palisade and Fruita, and have completed the Colorado River Whitewater Improvements, Palisade to Fruita Plan along the Colorado River, and The Municipalities are agreeable to entering into this Agreement with Reclamation to enhance recreational uses and indirectly enhance flows for the endangered fish in the Colorado River between the existing locations of the Grand Valley Irrigation Company Diversion Dam to the Loma Boat Ramp; and

IN. WHEREAS, the Municipalities understand that, while the enhanced flows are made available for municipal recreational purposes they are also supportive of the mutual benefits to other purposes including Endangered Fish Species Habitat Enhancement; and

IO. WHEREAS, the United States recognizes the importance of making water available for Municipal Recreation purposes and the commensurate benefit to endangered fish species from the enhanced flows allowed under this Agreement; and

PQ. WHEREAS, recreational in-channel diversions, whitewater parks, and other recreational amenities may be designed so as not to impede fish passage and, in fact, may enhance habitat for macro-invertebrates and juvenile fish by creating interstitial spaces; and

QP. WHEREAS, there is support for enhancement of recreational uses in the 15 mile reach of the Colorado River; and

RQ. WHEREAS, on June 19, 2001, the Parties entered into Municipal Recreation Agreement No. 00XX6C0009 that expired on December 31, 2006; and

SR. WHEREAS, the Municipalities desire to renew that Agreement, pursuant to Federal Reclamation laws and the laws of the State of Colorado for delivery of If and When Water from Green Mountain Reservoir to the reach of the Colorado River extending from the existing locations of the Grand Valley Irrigation Company Diversion Dam to the Loma Boat Ramp; and

TS. WHEREAS, pursuant to Colorado Revised Statutes (C.R.S.), Sections 37-92-301 and 501, the State Engineer and the Division Engineer are responsible for the administration and distribution of the waters of the State. Pursuant to Section 37-92-102(3), the Parties to this Agreement may call upon the Division 5 Engineer, Colorado State Division of Water Resources, to administer the delivery of If and When Water provided through this Agreement from Green Mountain Reservoir for non-consumptive municipal recreation uses in and adjacent to the reach of the Colorado River extending from the existing locations of the Grand Valley Irrigation Company Diversion Dam to the Loma Boat Ramp.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants hereinafter set forth, the Parties hereto agree as follows:

I. **DEFINITIONS**

Where used herein, unless specifically expressed otherwise or obviously inconsistent with the intent herein, the term:

A. Annual HUP Operating Plan shall mean the annual operating plan for the HUP developed pursuant to the paragraph 3.e.(1) of the Operating Criteria.

B. Contracting Officer shall mean the Secretary of the Interior or a duly authorized representative.

C. Division 5 Engineer shall mean the Colorado State Division of Water Resources, Water Division 5, Division Engineer.

D. HUP shall mean the so-called "historic users pool" defined as the up to 66,000 acre-feet of water from the Green Mountain Reservoir power pool, as described in paragraphs 2 and 3 of the Operating Policy.

E. HUP Beneficiaries shall mean those persons or entities for whose benefit releases are made from the HUP pursuant to the Operating Policy.

F. HUP Surplus water shall mean that amount of the HUP which, in accordance with paragraph 8 of the Operating Policy, is included in that portion of the stored water in the Green Mountain Reservoir in excess of that necessary to meet the objectives of paragraphs 2 and 4 of the Operating Policy, and which is determined pursuant to the procedures in the Operating Criteria to be available for releases for HUP surplus water contracts/agreements at any particular time after taking into consideration releases to be made to meet the replacement and direct delivery needs of HUP beneficiaries.

G. If and When Water shall mean HUP Surplus Water provided pursuant to this Agreement on an interruptible basis if and when all of the following criteria are met: (1) if Reclamation, in consultation with the other Managing Entities, determines that there is HUP surplus water; (2) if the needs for water for the purpose of generating hydroelectric power at the Grand Valley Power Plant have been satisfied; and (3) when water is needed to attempt to meet the Service's target flows in the 15 Mile Reach as described in "Relationships Between flow and Rare Fish Habitat in the 15 Mile Reach of the Upper Colorado River, Final Report, D.B. Omundson, P. Nelson, K. Fenton, and D.W. Ryden, 1995."

H. Managing Entities shall mean Reclamation, and the following entities with whom Reclamation consults in managing releases of water from the HUP pursuant to the Operating Criteria: the Grand Valley Water Users Association; Orchard Mesa Irrigation District; Grand Valley Irrigation Company; Colorado Division of Water Resources; Colorado Water Conservation Board; and the Service.

I. Operating Criteria shall mean the Green Mountain Operating Criteria (Exhibit D to the Stipulation and Agreement), a copy of which is attached hereto as Exhibit A.

J. Operating Policy shall mean the Operating Policy for the Green Mountain Reservoir; Colorado-Big Thompson Project, Colorado (Volume 48, No. 247, as published in the Federal Register December 22, 1983; as amended in Volume 52, No. 176, Federal Register September 11, 1987).

K. Reservoir shall mean the dam, reservoir and related facilities known as "Green Mountain Reservoir" as constructed and operated on the Blue River, a tributary of the Colorado River, in north-central Colorado, as a feature of the Colorado-Big Thompson Project.

L. Stipulation and Agreement shall mean the Stipulation and Agreement entered into among the parties in the Orchard Mesa Check Case (Case No. 91 CW247, District Court, Water Division No. 5, State of Colorado), a copy of which is attached hereto as Exhibit B.

Any other terms used within this Agreement which are defined in either the Stipulation and Agreement or the Operating Criteria shall have the meaning ascribed to them in those documents.

II. TERM OF MUNICIPAL RECREATION AGREEMENT

A. This Agreement becomes effective on the date executed and shall remain in effect through December 31, 2012, unless terminated sooner in accordance with the provisions of Article VIII. below or amended pursuant to Article VII. below.

B. This Agreement may be renewed for additional terms upon concurrence of the Parties, subject to the requirements of applicable federal laws and policies and state laws in effect at that time.

III. PROVISION OF WATER AND RELEASE SCHEDULE

A. Water provided pursuant to this Agreement shall be If and When Water as defined in ~~sub Article~~ [Article I.G above](#).

B. The amount of HUP Surplus Water will be determined by Reclamation in consultation with the Managing Entities during the development of an Annual HUP Operating Plan for that year and during subsequent revisions, following the procedures set forth in the Operating Criteria.

C. In accordance with Section 5.a. of the Stipulation and Agreement, HUP Surplus Water will first be delivered to the Grand Valley Power Plant. To the extent there is HUP Surplus Water in excess of the existing capacity and needs of the Grand Valley Power Plant, and there is a need for water to contribute to the Service's 15 Mile Reach target flows, HUP Surplus Water may be released from the Reservoir pursuant to this Agreement.

D. Releases made pursuant to this Agreement shall not result in any water bypassing the Green Mountain Power Plant except that which may be released during periods when the Power Plant is not operating or released by exchange from other reservoirs.

E. Reclamation will inform the Municipalities of scheduled meetings of the Managing Entities so they may attend in person, by telephone, or otherwise and provide comment during the discussions.

IV. WATER SERVICE CHARGES

The release of If and When Water pursuant to this Agreement is a mutual benefit to the Parties, derived through cooperatively working with the Service to attempt to meet the Service's target flows for the 15 Mile Reach to assist with the recovery of the endangered fish and the non-consumptive municipal recreational benefits to the Municipalities. The Contracting Officer will not charge the Municipalities for the If and When Water made available pursuant to this Agreement. The If and When Water made available pursuant to this Agreement will provide the Municipalities with water for municipal recreation purposes. Subject to Article VI., benefits to the Municipalities would result from incremental additional visitations to recreation areas along the ~~the~~ River. Each of the Municipalities ~~has or will be participating in a plan to~~ developing recreation amenities along the Colorado River.

V. MEASUREMENT AND DELIVERY

A. The delivery of If and When Water pursuant to this Agreement will be made into the Blue River at the outlet works of the Reservoir or by exchange with other sources of supply. All such exchanges shall be in accordance with state and Federal laws and regulations including, if required, approval by the Division 5 Engineer.

B. All delivery of If and When Water into the Blue River shall be subject to the limitations of the outlet capacity of the Reservoir. All If and When Water delivered under this Agreement shall be measured at the outlet works of the Reservoir from which it is provided with equipment furnished, operated, and maintained by the United States. The United States shall not be responsible for the control, carriage, use, handling, or distribution of water delivered beyond the outlet works of the Reservoir or other point of release. This Agreement provides If and When Water, and in no event shall any liability accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising from shortage of water service on account of operation, drought, or any other causes.

C. It is understood that all If and When Water released by Reclamation pursuant to this Agreement, less transit losses, as measured at the Palisade Gauge, is to be delivered and protected by the Division 5 Engineer to and through the reach of the Colorado River extending from the existing locations of the Grand Valley Irrigation Company Diversion Dam (located in the NE1/4 of the NE 1/4 of Section 3, T1S, R2E, Ute Principal Meridian) to the Loma Boat Ramp (located in the SW 1/4 of the NW 1/4 of Section 10, T1N, R3W, Ute Principal Meridian).

VI. USE OF WATER

A. If and When Water made available pursuant to this Agreement shall be used by the Municipalities for non-consumptive municipal recreation purposes.

B. If and When Water made available pursuant to this Agreement shall not be diverted by the Municipalities from the Colorado River.

C. Water made available pursuant to this Agreement does not constitute a firm supply, but rather an if and when supply. It is explicitly recognized that there will be times when If and When Water is not available due to hydrologic or other conditions as determined by Reclamation, in consultation with the Managing Entities. Reclamation will coordinate the timing and amount of releases with the Service.

D. The Municipalities agree that the provision of this water is if and when and shall not be used to obtain direct economic benefits from the release and delivery of this water for municipal recreation purposes.

E. No lease, sale, donation, transfer, exchange, or other disposition of any of the water provided pursuant to this Agreement may be made.

VII. AMENDMENT

This Agreement may be amended only by a fully executed written agreement by the Parties. Any request to amend this Agreement shall be given in the same manner as provided in Article IX. below.

VIII. TERMINATION

A. The Contracting Officer may terminate this Agreement at any time upon providing 60 calendar days notice.

B. The Municipalities collectively may terminate this Agreement at any time upon providing 60 calendar days notice.

C. Any one of the municipalities may individually withdraw from this Agreement at any time upon providing 60 calendar days notice. Upon such 60 day notice by a municipality, the Agreement between the United States and such municipality shall terminate as to that municipality. Such termination shall not be considered an amendment of the Agreement under

Article VII. If one or two of the municipalities so withdraw, this Agreement shall remain in full force and effect as to those Municipalities remaining.

IX. NOTICES

A. Any notice, demand, or request authorized or required by this Agreement shall be deemed to have been given, on behalf of the Municipalities when mailed, certified, postage prepaid, or delivered to the Regional Director, Bureau of Reclamation, Great Plains Region, P.O. Box 36900, Billings, Montana 59107-6900; and on behalf of the Contracting Officer, when mailed, certified, postage prepaid or delivered to each of the municipalities listed below:

Town of Palisade, P.O. Box 128, Palisade, CO 81526-0128

City of Grand Junction, Attn: Utilities ~~Director~~Manager, 250 N. Fifth St., Grand Junction, CO 81501

City of Fruita, 325 E. Aspen, Fruita, CO 81521

B. The designation of the addressees or the addresses may be changed by notice given in the same manner as provided in this Article.

C. All notices, demands, or other requests given pursuant to this Article IX. shall be effective on the date of mailing when sent to all Parties by certified mail, return receipt requested or upon receipt (if personally delivered).

X. ASSIGNMENT OF THE AGREEMENT - FULL FORCE AND EFFECT

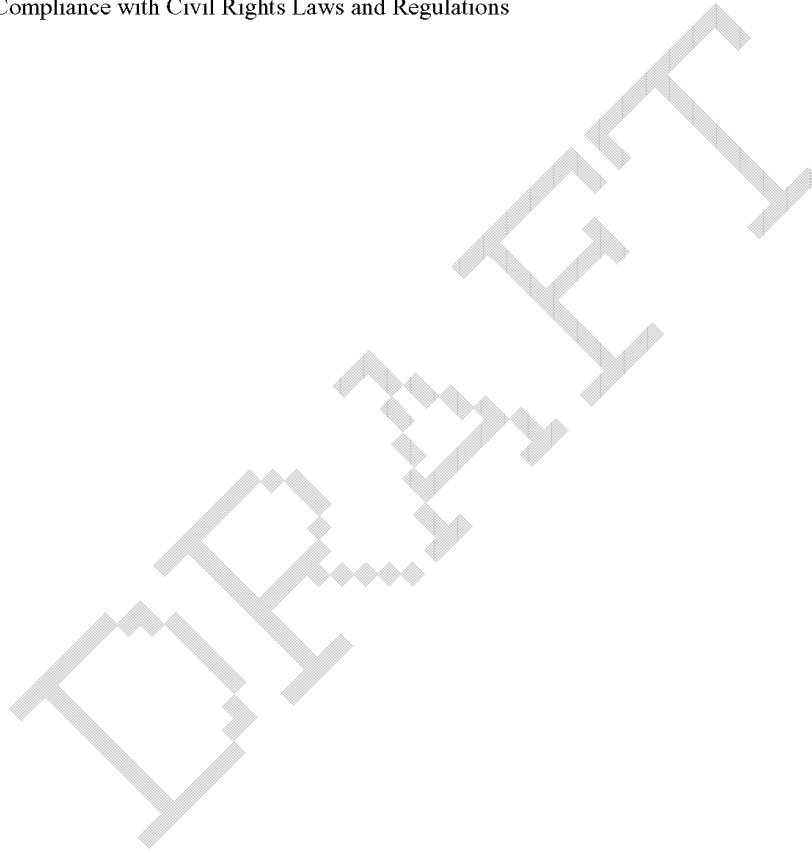
A. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Agreement or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

B. This Agreement shall be in full force and effect upon signature by the United States and at least one of the other parties.

XI. STANDARD ARTICLES

The standard articles applicable to this Agreement are listed below. The full text of these standard articles is attached as Exhibit C and is hereby made a part of this Agreement by this reference.

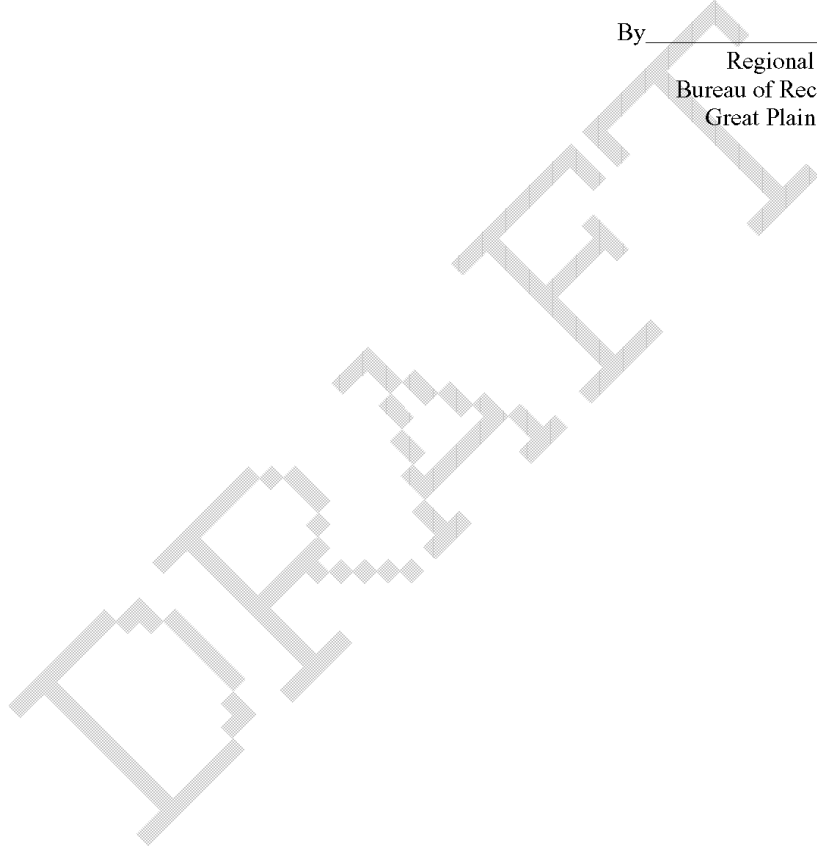
1. Contingent on Appropriation or Allotment of Funds
2. Officials Not to Benefit
- ~~3. Assignments Limited—Successors and Assigns Obligated~~
- ~~43.~~ Books, Records, and Reports
- ~~54.~~ Rules, Regulations, and Determinations
- ~~65.~~ Equal Employment Opportunity
- ~~67.~~ Compliance with Civil Rights Laws and Regulations



IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Regional Director
Bureau of Reclamation
Great Plains Region



1

1

(CORPORATE SEAL)

TOWN OF PALISADE

By _____
Title Mayor

STATE OF COLORADO

COUNTY OF _____

On _____, 2007, before me, _____
appeared

The person(s) whose name(s) (is)(are) subscribed to the within instrument and known to me to have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this acknowledgment first above written.

(SEAL)

Notary Public

My commission expires:

~

|

(CORPORATE SEAL)

CITY OF GRAND JUNCTION

By _____
Title City Manager

STATE OF COLORADO

COUNTY OF _____

On _____, 2007, before me, _____
appeared

The person(s) whose name(s) (is)(are) subscribed to the within instrument and known to me to have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this acknowledgment first above written.

(SEAL)

Notary Public

My commission expires:

~

|

(CORPORATE SEAL)

CITY OF FRUITA

By _____
Title Mayor

STATE OF COLORADO

COUNTY OF _____

On _____, 2007, before me, _____
appeared

The person(s) whose name(s) (is)(are) subscribed to the within instrument and known to me to have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this acknowledgment first above written.

(SEAL)

Notary Public

My commission expires:

~

|

Exhibit C

STANDARD CONTRACT ARTICLES

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

1. The expenditure or advance of any money or the performance of any obligation by the United States under this Agreement shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Parties from any obligations under this Agreement. No liability shall accrue to the United States, in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

2. No member of, or Delegate to Congress, Resident Commissioner, or official of the Parties shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

~~ASSIGNMENTS LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED~~

~~3. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.~~

BOOKS, RECORDS, AND REPORTS

3. Subject to applicable Federal laws and regulations, each party to this agreement shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this agreement.

RULES, REGULATIONS, AND DETERMINATIONS

4. a. The parties agree that the delivery of water or the use of Federal facilities pursuant to this Agreement is subject to Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Reclamation law.

b. Reclamation shall have the right to make determinations necessary to administer this Agreement that are consistent with the expressed and implied provisions of this Agreement, the laws of the United States and the State of Colorado, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Parties to this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

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

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

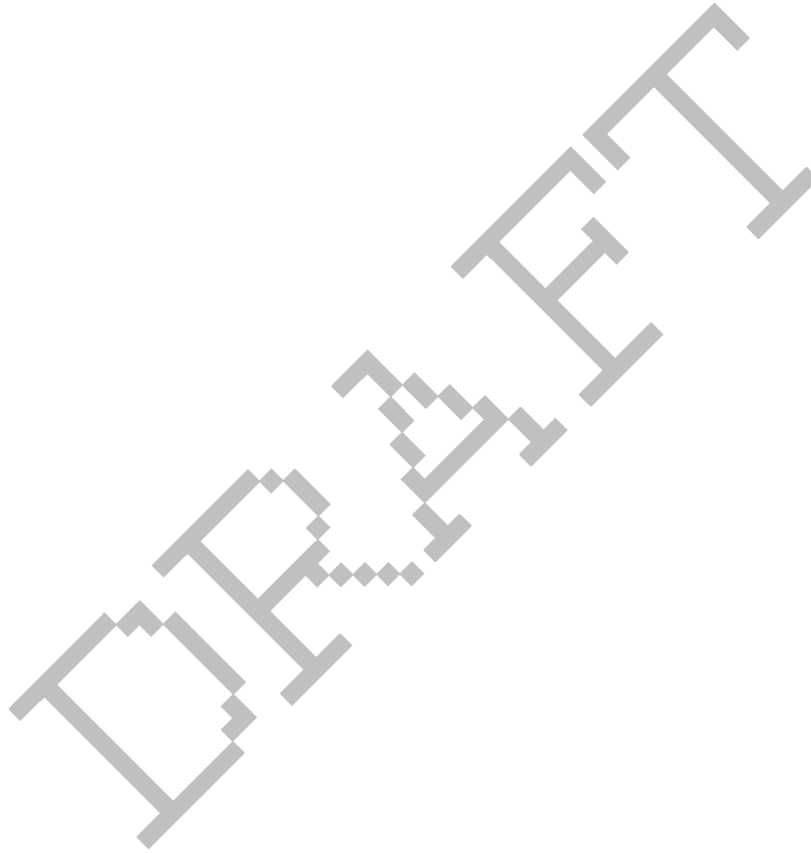
67. a. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 USC §2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 USC §6101, *et seq.*), Title III of the Americans with Disabilities Act of 1990, and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

b. These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

c. The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and

agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

d. Complaints of discrimination against the Contractor shall be investigated by the United States' Office of Civil Rights.



Attach 6

**Setting a Hearing on Revising Section 38-49 (18) of the Code of Ordinances
Regarding Massed Based Limit for Metals**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Setting a Hearing on Revising Section 38-49 (18) of the Code of Ordinances regarding Massed Based Limit for Metals		
File #			
Meeting Day, Date	Wednesday, August 15, 2007		
Placement on the Agenda	Consent	X	Individual
Date Prepared	July 30, 2007		
Author Name & Title	Mike Shea Industrial Pretreatment Supervisor		
Presenter Name & Title	John Shaver, City Attorney Dan Tonello, Wastewater Services Superintendent		

Summary: A renewed National Pollutant Discharge Elimination System (NPDES) Permit was issued to the Persigo Wastewater Treatment Plant effective November 1, 2006. Federal regulations require the revision of industrial pretreatment local limits within 270 days from the issuance of the new discharge permit. The industrial pretreatment local limits will be revised through this Ordinance Revision. There are no resulting impacts to local industries resulting from this change.

Budget: N/A

Action Requested/Recommendation: First reading of the Ordinance Revision. The final reading and Ordinance Revision adoption will take place approximately 60 days after the USEPA provides a 30-day federal public notice of the revisions and addresses all related questions.

Attachment:

1. Letter from City Attorney
2. Proposed Ordinance

Background Information: The USEPA Region 8 Industrial Pretreatment Program requires all approved municipal programs to develop local limits for arsenic, cadmium, chromium, chromium (IV), copper, lead, molybdenum, mercury, nickel, selenium, silver and zinc. Previous local limits were calculated using stream flows that were based on

the Colorado River. The renewed NPDES Permit now requires that Persigo Wash be the receiving stream for the treatment plant discharge.

Grand Junction

COLORADO

CITY ATTORNEY

July 9, 2007

Curt McCormick
USEPA Region VIII
999 18th St., Suite 500 Denver CO 80202-2466

..

Re: Industrial Pretreatment -Local Limits for Metals

Dear Mr. McCormick,

Please accept this letter as a statement of my opinion that the proposed revisions to the Grand Junction Code of Ordinances (GJCO) concerning mass based local limits for metals, Attachment 1, is in compliance with applicable law. Specifically it is my opinion that the proposed change to the GJCO will positively affect the ability of the Persigo Wastewater Treatment Facility to carry out the responsibilities of the Grand Junction pretreatment program in accordance with all applicable federal and state statutory and regulatory requirements.

In accordance with the City Charter and the rights and responsibilities established therein, the City has the legal authority to adopt ordinances for the protection of the general health, safety and welfare of the citizens of Grand Junction. The content of Attachment 1 is such an ordinance.

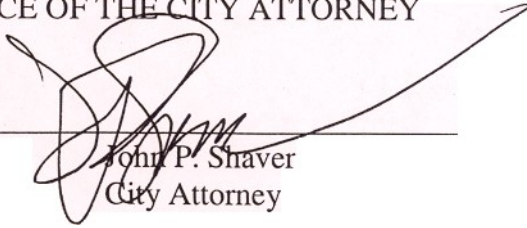
Following public notice and the required hearings on the proposed ordinance, the City Council will be duly authorized to adopt the ordinance. The professional staff of the City, including but not limited to the undersigned, will recommend to the City Council that it approve the proposed ordinance as written.

Approval of the proposed ordinance will enhance the commitment of Grand Junction to the IPT program and is consistent with the City's NPDES permit.

Should you have any questions or if I may otherwise be of assistance on this or any other matter, please let me know.

OFFICE OF THE CITY ATTORNEY

by: _____



John P. Shaver
City Attorney

Attachment

250 NORTH 5TH STREET, GRAND JUNCTION, CO 81501 P [970] 244-1501 F [970] 244-1456 www.gjcity.org

CURRENT LIMITS

Section 38-49

(18) Mass Based Local limits:

The following nondomestic discharge limitations are established to protect sludge quality and prevent Pass Through and Interference with the proper operation of the WWTP. These limits are shown in pounds per day. They reflect the total industrial contribution that can be discharged by permitted industrial users and received at the headwork's of the WWTP. These are called maximum allowable industrial loads ("mails"):

<u>POLLUTANT</u>	<u>*POUNDS PER DAY</u>
Arsenic	11.30
Cadmium	5.61
Chromium (T)	165.07
Chromium (VI)	21.76
Copper	110.48
Lead	40.13
Molybdenum	13.89
Mercury	0.098
Nickel	30.29
Selenium	22.82
Silver	37.04
Zinc	213.7

*Maximum daily industrial loadings shall be allocated through industrial user permits and the total loading to all permitted industrial users shall not exceed the limits shown.

NEW LIMITS

Section 38-49

(18) Mass Based Local limits:

The following nondomestic discharge limitations are established to protect sludge quality and prevent Pass Through and Interference with the proper operation of the WWTP. These limits are shown in pounds per day. They reflect the total industrial contribution that can be discharged by permitted industrial users and received at the headwork's of the WWTP. These are called maximum allowable industrial loads ("mails"):

<u>POLLUTANT</u>	<u>*POUNDS PER DAY</u>
Arsenic	12.300
Cadmium	3.057
Chromium (T)	67.685
Chromium (VI)	2.960
Copper	41.350
Lead	14.095
Molybdenum	7.652
Mercury	0.026
Nickel	23.937
Selenium	0.278
Silver	3.015

Zinc

104.246

*Maximum daily industrial loadings shall be allocated through industrial user permits and the total loading to all permitted industrial users shall not exceed the limits shown.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE AMENDING SECTIONS AND/OR PORTIONS OF SECTIONS OF
ARTICLE II OF CHAPTER 38, UTILITIES,
OF THE
CODE OF ORDINANCES**

Recitals:

A renewed National Pollutant Discharge Elimination System (NPDES) Permit was issued to the Persigo Wastewater Treatment Plant effective November 1, 2006. Federal regulations require the revision of industrial pretreatment local limits within 270 days from the issuance of the new discharge permit.

The industrial pretreatment local limits will be revised through this Ordinance. There are no resulting impacts to local industries resulting from this change.

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

Chapter 38, section 49 of the Code of Ordinances is amended as follows:

Section 38-49 (18) Mass Based Local limits:

The following non-domestic discharge limitations are established to protect sludge quality and prevent Pass Through and Interference with the proper operation of the WWTP. These limits are shown in pounds per day. They reflect the total industrial contribution that can be discharged by permitted industrial users and received at the headwork's of the WWTP. These are called maximum allowable industrial loads ("mails"):

<u>POLLUTANT</u>	<u>*POUNDS PER DAY</u>
Arsenic	12.300
Cadmium	3.057
Chromium (T)	67.685
Chromium (VI)	2.960
Copper	41.350

Lead	14.095
Molybdenum	7.652
Mercury	0.026
Nickel	23.937
Selenium	0.278
Silver	3.015
Zinc	104.246

*Maximum daily industrial loadings shall be allocated through industrial user permits and the total loading to all permitted industrial users shall not exceed the limits shown.

The remainder of Chapter 38, not specifically amended herein, shall remain in full force and effect.

Introduced on first reading this ____ day of _____ 2007.

PASSED and ADOPTED on second reading this ____ day of _____ 2007.

James J. Doody
Mayor

Attest:

Stephanie Tuin
City Clerk

**Attach 7
Public Hearing – Adoption of Model Traffic Code 2003 Edition
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
Subject	Changes in Traffic and Parking Regulation		
File #			
Meeting Day, Date	Wednesday, August 15, 2007		
Placement on the Agenda	Consent		Individual X
Date Prepared	August 9, 2007		
Author Name & Title	Shelly Dackonish, Staff Attorney		
Presenter Name & Title	John Shaver, City Attorney		

Summary: Adoption by Reference of 2003 Model Traffic Code for Colorado; Enactment of Parking Code, including new Reverse Angle Parking provisions.

Budget: N/A

Action Requested/Recommendation: Hold a public hearing to consider repeal of Chapter 36 of the Grand Junction Code of Ordinances and re-enactment to adopt the 2003 *Model Traffic Code for Colorado*, with amendments and with the exception of Section 109.5(1) and Part 12.

Attachments: Proposed ordinance.

Background Information:

1. 2003 Model Traffic Code

On December 6, 2000, the City Council adopted by reference the 1995 *Model Traffic Code for Colorado Municipalities* (hereinafter 1995 MTC). The Colorado Department of Transportation revised and renamed the Model Traffic Code in 2003 (this edition is hereinafter referred to as 2003 MTC). Significant changes include booster seat requirement for child safety restraint systems, prohibition of throwing lighted cigarettes or matches out vehicle windows, and muffler requirement for engine compression brakes. The 2003 MTC also repeals provisions regarding classification of offenses and prescribed fines or penalties, leaving these to the discretion of the local governing body and court. Overall the changes provide a better fit with the current municipal court operations, provide for uniformity with other jurisdictions, and enhance the health, safety and welfare of the citizens of the City.

What follows are brief discussions of the proposed amendments (additions and deletions), the exclusion of Part 12, and the creation of a Parking Code.

1. Recommended amendments

Three new amendments are proposed to the 2003 MTC. To promote officer and citizen safety during traffic stops and other traffic / road emergency situations, a provision is added to Section 705 requiring drivers to change lanes when passing a stationary emergency vehicle with activated lights, so as to leave an empty lane between moving traffic and the stationary emergency vehicle, when traffic and lane configurations permit. To promote pedestrian and vehicle safety when vehicles enter and exit parking spaces, two amendments require appropriate caution in opening vehicle doors into traffic and starting to move a vehicle from a parked or stopped position. (These provisions are taken directly from Chapter 12 of the 2003 MTC, and re-numbered.)

The other amendments included in the ordinance are those which have been previously adopted by the City Council. All previously adopted amendments are retained in their entirety. These include (1) a provision allowing golf carts to travel on certain streets at certain times of day and with certain equipment; (2) a requirement that drivers exercise more than reasonable care when passing emergency equipment and personnel on the roadways (previously Section 36-39 GJCO); (3) provision divesting Municipal Court of jurisdiction of insurance violations in which property damage or personal injury was incurred; (4) limitations on backing (previously Section 36- 38 GJCO); (5) prohibition of certain off-road vehicles.

The 2003 MTC includes a prohibition of neighborhood electric vehicles (Section 109.5(1)). Staff recommends amending the code to delete this provision, given that neighborhood electric vehicles reduce air pollution and at this time these vehicles are used in such a manner or quantity so as to impede traffic flow in the City. It should also be noted that the Police Department has recently acquired a neighborhood electric vehicle for use in parking enforcement. Neighborhood electric vehicles are defined as self-propelled vehicles that can attain a speed of not more than twenty five miles per hour. They are prohibited on state highways because they cannot attain the necessary speeds for travel on such highways. State law allows municipalities to authorize the use of neighborhood electric vehicles on streets and highways other than limited access highways. (C.R.S. 42-4-111(1)(aa)). The proposed ordinance retains Section 109.5(2) which **prohibits** neighborhood electric vehicles on limited access highways, and so complies with state law.

2. Exclusion of Part 12 (Parking) and Enactment of Parking Code

Part 12 of the 2003 MTC dealing with parking is excluded in favor of retaining the City's well-established and long-standing parking laws. On January 4, 1978, the City Council

adopted the 1977 Model Traffic Code for Colorado Municipalities (1977 MTC). The articles relating to parking (Articles X through XIV) have remained in effect since that date, with some amendments. The 2003 MTC lacks the detail needed in a parking code for a growing urban area with a vital downtown.

Discrepancies exist, however, between the 1977 MTC articles adopted by reference and the individual parking provisions specifically adopted by the Council. The proposed ordinance eliminates these discrepancies through repeal of the 1977 MTC and retention of the specifically adopted parking provisions. The individual specific provisions of the 1977 MTC and all amendments thereto previously adopted by the City Council are included in the ordinance and have been moved to the appropriate section of the parking code.

In addition, there are two new substantive changes to the parking code proposed in the ordinance, each of which is discussed below.

a. Reverse **angle parking**

Reverse angle parking is a type of parking that is new to the City. Also known as rear-in/head-out angle parking, or rear angle parking, this type of parking promotes the health, safety and welfare of the public in many ways.

Reverse angle parking is similar to parallel parking in that the driver enters the stall by signaling, stopping and then backing into the stall, but significantly less maneuvering is required. Relative to front in angle parking, reverse angle parking is safer. The parker has a better view of oncoming traffic when pulling out. There is an "eye-to-eye" line of sight between parker and approaching road user. This provides a safer environment for bicyclists as well as vehicles using the roadways. The vehicle can be loaded from the curb, rather than from the street. This protects children and shoppers when they re-enter the vehicle.

The reverse angle parking provisions are set forth in **36-9 (b), (c) and (d)**, which prohibit angle parking except where designated, require obedience to reverse angle parking signs and markings, and require parking within twelve inches of the curb in angle parking spots, respectively.

b. **Parking for persons with disabilities**

This provision is updated to (1) apply to persons with disabilities rather than "handicapped persons;" (2) refer to state law with respect to the definition of person with disability; (3) refer to state law regarding the issuance of special license plates and placards for persons with disabilities; (4) prohibit parking in a space for disabled individuals by anyone who is not disabled or driving a disabled person; (5) authorizing peace officers to enforce violations where disabled parking is designated on private property.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING BY REFERENCE THE 2003 MODEL TRAFFIC CODE FOR COLORADO (EXCEPT PART 12) AND REPEALING ARTICLES X THROUGH XIV OF THE 1977 MODEL TRAFFIC CODE ADOPTED BY REFERENCE AND ENACTING A PARKING CODE FOR THE CITY OF GRAND JUNCTION

Recitals.

In 2003, the Colorado Department of Transportation, Transportation Commission, together with the Colorado Municipal League and a number of member municipalities, issued the 2003 edition of the *Model Traffic Code for Colorado*. Prior to this ordinance, the City of Grand Junction followed the 1995 *Model Traffic Code for Colorado Municipalities* and Articles X through XIV (Parking) of the 1977 *Model Traffic Code for Colorado Municipalities*. The 2003 edition includes changes that are beneficial to the health safety and welfare of the citizens of the City of Grand Junction. Adoption of the 2003 *Model Traffic Code for Colorado* by reference in its entirety (with the exception of Part 12: Parking) promotes the goal of statewide uniformity in traffic regulation. Traffic law uniformity is especially important today, given modern mobility and the influx of motorists from elsewhere. Predictability and certainty allows driver confidence and thus enhances the safe and efficient flow of traffic within the City. Amendments to the 2003 *Model Traffic Code for Colorado* as well as the parking regulations promote the health, safety and welfare of the public.

The repeal of Articles X-XIV of the 1977 *Model Traffic Code for Colorado Municipalities* and the enactment of a City parking code remove discrepancies and inconsistencies among the various parking regulations while still preserving a set of parking rules that have worked well for the City for many years.

New parking provisions enhance the safety and accessibility of the City's commercial centers and public streets and parking areas.

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

Chapter 36 of the Code of Ordinances, City of Grand Junction, Colorado, is hereby repealed.

A new Chapter 36 of the Code of Ordinances, City of Grand Junction, Colorado, is hereby adopted as follows:

Sec. 36-1. Model traffic code--Generally.

- (a) *Adoption.* Pursuant to applicable law including C.R.S. title 31, article 16, parts 1 and 2, there is hereby adopted by reference Articles I and II, inclusive, Part 1-19, excluding Part 12, Parking; and Article II inclusive, of the 2003 edition of the *Model Traffic Code for Colorado*, promulgated and published as such by the Colorado Department of Transportation, Staff Traffic and Safety Projects Branch, 4201 East Arkansas Avenue, Denver, Colorado 80222. The subject matter of the *2003 Model Traffic Code for Colorado* relates primarily to comprehensive traffic control regulations for local governments. The purpose of this section and the code adopted in this section is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and nation. One copy of the 2003 edition of the *Model Traffic Code for Colorado* adopted in this section is now filed in the office of the City Clerk and may be inspected during regular business hours. The 2003 edition of the *Model Traffic Code for Colorado* is adopted as if set out at length in this section.
- (b) *Penalties.* Penalties for violations of this Chapter may include fines, points, incarceration, useful public service and driver education, as determined by the Judge of the municipal court, and in accordance with Section 1-9 of the City of Grand Junction Code of Ordinances.
- (1) It is unlawful for any person to violate any of the provisions stated or adopted in this section.
 - (2) Every person convicted of a violation of any provision stated or adopted in this section shall be punished pursuant to and not in excess of the penalties specified in section 1-9 of the Grand Junction Code of Ordinances.
- (c) *Application.* Except as otherwise provided, the provisions of this Chapter shall apply to every street, alley, sidewalk area, driveway, park, planting strip and to every other public way or public parking area, either within or outside the corporate limits of this municipality, the use of which this municipality has jurisdiction to regulate. The provisions of sections 606, 1401, 1402, and 1413 of the adopted *Model Traffic Code*, respectively concerning unauthorized devices, reckless driving, careless driving and eluding officer shall apply not only to public places and ways but also throughout this municipality.
- (d) *Interpretation.* This section shall be so interpreted and construed as to effectuate its general purpose to conform to the state's uniform system for the regulation of vehicles and traffic. Article and section headings of the sections of the adopted *Model Traffic Code* shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 36-2 Amendments and Deletions.

The Model Traffic Code adopted in section 36-1 is hereby amended as follows:
Part 12, inclusive, is deleted.

Section 103 (2)(c) is added to read:

On no portion of any state highway or connecting link within the city shall any person violate any of the provisions of this Code, or any of the laws amending the same, or any of the rules or regulations issued pursuant thereto.

Section 109.5 is amended to read:

(1) (Deleted)

(2) No person shall operate a neighborhood electric vehicle on a limited access highway.

Section 238 is added to read:

- (a) Definition. For the purposes of this section, “golf cart” means a four-wheel, pneumatic tired vehicle powered by a gasoline or battery driven motor that is designed for use as a transport device on a golf course.
- (b) A golf cart may be driven upon streets under the jurisdiction of the city, excluding country roads, state or federal highways, in the area bounded on the west by 26 Road, on the east by 28 Road, on the south by Patterson Road, and on the north by H Road. Golf carts may be driven on 26 Road, 28 Road, and H Road, but are not permitted on Patterson Road or Horizon Drive (however, crossing Horizon Drive at an intersection is permitted).
- (c) (1) No person shall operate a golf cart on any public street in the city:
 - a. Unless within the boundaries set forth in subsection (b) of this section.
 - b. Unless the golf cart is equipped at a minimum with:
 - 1. A state approved slow triangle mounted on the rear of the cart;
 - 2. A rearview mirror;
 - 3. An audible warning device;
 - 4. A steering wheel;
 - 5. A foot-controlled accelerator; and
 - 6. A foot brake.
 - c. Except during the time from one-half hour before sunrise to one-half hour after sunset.
 - d. Unless in a direct route from the operator’s residence to a golf course, or from a golf course to the operator’s residence.
 - e. Unless such person possesses, on the person of the operator, a valid state driver’s license.
 - f. In a way or at a speed which impedes the normal flow of traffic; the operator has the affirmative duty to observe traffic behind and around him. If the golf cart is traveling at a speed which is more than five miles per

hour below the applicable speed limit, the operator of a golf cart shall pull over to the right side of the road at the first safe opportunity and allow vehicles to pass the golf cart.

- g. While under the influence of, or impaired by, alcohol; nor shall any person operate a golf cart while under the influence of any drug. The definition of, and proof of, intoxication or impairment shall be as set forth in C.R.S. § 42-4-1202. The operator of a golf cart who is arrested for operating a golf cart while under the influence of or impaired by alcohol or drugs shall submit to chemical testing as set forth in C.R.S. title 42. Failure to submit to a test as required shall result in the immediate revocation of the permit issued to an operator.
- h. Without first obtaining a permit from the city police department, which permit shall be attached to the golf cart at all times that such cart being operated upon a city right-of-way.
- i. Unless such person has, on his person, proof of recreational vehicle or similar insurance that is current and provides coverage for injury to persons and property.

(2) The operator of a golf cart on public streets shall comply with the provisions of the Model Traffic Code as adopted by the city.

(3) Nothing in this section authorizes the operation of a golf cart on rights-of-way under the jurisdiction of the county. It is the duty of each operator of a golf cart to ascertain whether a right-of-way is within the city limits.

- (d) The police chief, after having determined that the golf cart and the operator are in compliance with requirements of this section, shall issue a permit. Such permits shall be valid for three years from the date of issuance unless revoked for just cause. Fees for the permit shall be as established by resolution of the city council. The city council may alter such fees by resolution.
- (e) Police officers are authorized to stop a golf cart which is being operated on a city right-of-way, without probable cause or other reason, at any time, to verify that the operator has a valid permit and to inspect for required safety equipment.
- (f) The city council shall, by resolution, establish the minimum requirements of required insurance for operation of golf carts on city rights-of-way.

Section 705. Section 705 shall be amended and Sections 705 (b), (c), and (d) added to read:

- (a) Upon the immediate approach of an authorized emergency vehicle making use of audible or visual signals meeting the requirements of section 213 or 222, the driver of every other vehicle shall yield the right-of-way and where possible shall

immediately clear the farthest left-hand lane lawfully available to through traffic and shall drive to a position parallel to, and as close as possible to, the right-hand edge or curb of a roadway clear of any intersection and shall stop and remain in that position until the authorized emergency vehicle has passed, except when otherwise directed by a police officer or other authorized emergency personnel.

- (b) Whenever an authorized service vehicle is performing its service function and is displaying audible or visual signals meeting the requirements of section 213 or 222, drivers of all other vehicles shall exercise more than ordinary care and caution in approaching, overtaking or passing such service vehicle.
- (c) On a highway with at least two adjacent lanes proceeding in the same direction on the same side of the highway where a stationary authorized emergency vehicle is located, the driver of an approaching or passing vehicle shall proceed with due care and caution and yield the right of way by moving into a lane at least one moving lane apart from the stationary authorized emergency vehicle, unless directed otherwise by a peace officer or other authorized emergency personnel. If movement to an adjacent moving lane is not possible due to weather, road conditions, or the immediate presence of vehicular or pedestrian traffic, the driver of the approaching vehicle shall proceed in the manner described in paragraph (d) of this section.
- (d) On a highway that does not have at least two adjacent lanes proceeding in the same direction on the same side of the highway where a stationary authorized emergency vehicle is located, or if movement by the driver of the approaching vehicle into an adjacent moving lane, as described in paragraph (c) of this section, is not possible, the driver of an approaching vehicle shall reduce and maintain a safe speed with regard to the location of the stationary authorized vehicle, weather conditions, road conditions, and vehicular or pedestrian traffic and proceed with due care and caution, or as directed by a peace officer or other authorized emergency personnel.

Section 1409. Section 1409 (3) shall be amended to read:

(3) When requested to do so by a peace officer following any lawful traffic contact or during any traffic investigation, no owner or operator of a motor vehicle shall fail to present to the requesting officer immediate evidence of a complying policy or certificate of insurance in full force and effect as required by sections 10-4-705 and 10-4-716, C.R.S. The Municipal Court shall not have jurisdiction under this section in those cases in which property damage and/or injury results.

Section 1416 shall be added to read:

Section 1416. Limitations on backing.

- (a) The driver of a vehicle, whether on public property or private property which is used by the general public for parking purposes, shall not back the same unless such movement can be made with safety and without interfering with other traffic.

(b) The driver of a vehicle shall not back the same upon any shoulder or roadway of any controlled-access highway.

Section 1417 shall be added to read:

Section 1417. Opening and closing vehicle doors. No person shall open the door of a motor vehicle on a side available to moving traffic unless and until it is reasonably safe to do so and can be done without interfering with the movement of other traffic; nor shall any person leave a door open on the side of a vehicle available to moving traffic for a period of time longer than necessary to load or unload passengers.

Section 1418 shall be added to read:

Section 1418. Starting parked vehicle.

The driver of a vehicle, whether on public property or private property which is used by the general public for parking purposes, shall not start moving a vehicle from a stopped, standing or parked position unless and until such movement can be made with reasonable safety.

Section 1503. Section 1503 is hereby amended by adding subsection (6), which shall read as follows:

(6) It shall be unlawful for any person to drive, ride or use a motorcycle, motor-driven cycle, motor scooter, motorbike, minibike, dune buggy, or other similar on- or off-road vehicle upon any public or private property which is not an improved public street or highway, or improved private street approved by the City of Grand Junction, except that this subsection shall not apply in either of the following instances:

- (a) Where such vehicle is being driven, ridden, or used upon property by the owner, resident or tenant of such property, or by an authorized visitor when such visitor is accompanied by or has a written authorization in his possession from the owner, resident or tenant of the property.
- (b) Where such use is permitted pursuant to a use permit or otherwise in accordance with the zoning regulations of the City of Grand Junction.

(7) Nothing herein shall be interpreted to permit the operation on city streets of vehicles otherwise prohibited from such operation.

Article II, Section 102. Section 102 (68) is hereby amended to read as follows:

(68) Sidewalk or sidewalk area means that portion of a street between the curblines, or the lateral lines, of a roadway and the adjacent property lines.

Article II. Section 102. Section 102 is hereby amended by the creation of subsection (90) to read as follows:

(90) Golf cart means a four-wheel, pneumatic tired vehicle powered by a gasoline or battery driven motor that is designed for use as a transport device on a golf course.

Article II. Section 102. Section 102 is hereby amended by the creation of subsection (91) to read as follows:

(91) Holidays. Where used in this ordinance or on official signs shall, in addition to Sundays mean New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, General Presidential Election Day, Veterans Day, Thanksgiving Day, and Christmas Day.

(92) Neighborhood electric vehicle means a self-propelled, four-wheeled, pneumatic tire vehicle that is powered by a battery driven motor and can attain a speed of not more than twenty-five (25) miles per hour.

PARKING CODE

Section 36-3. Notice on illegally parked vehicle.

- (a) Whenever any motor vehicle without driver is found parked or stopped in violation of any of the restrictions imposed by the ordinances of this municipality, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a penalty assessment notice, directing the driver thereof to respond to and answer the charge against him at a place and at a time specified in said notice.
- (b) If upon the violation of any of the parking restrictions imposed by this ordinance a person produces photographic evidence of a stopping, standing or parking violation and reports the same to the Municipal law enforcement agency, then the Municipal law enforcement agency or the City Attorney, upon a determination of probable cause to believe that a stopping, standing or parking violation has been committed may issue a penalty assessment notice to the registered owner of the vehicle as otherwise provided in this section 36-3. Upon a determination of the registered owner of the vehicle, a penalty assessment may be mailed to the address of record shown on the current registration for the vehicle.
- (c) For purposes of this section 36-3 photographic evidence means still photographs, video or digital images which show the violation, the front and rear license plates of the vehicle and the date and time of the violation. The person procuring the photographic evidence shall for the purposes of prosecution be considered the complaining witness. The person procuring the photographic evidence shall in order for a prosecution thereon to be sustained, be sworn and under oath or affirmation

testify that the photographic evidence is true and accurate and faithfully depicts what he/she observed.

Section 36-4. Failure to comply with notice on parked vehicle.

- (a) If the driver or owner of an unattended motor vehicle charged with an apparent violation of the restrictions on stopping, standing or parking under the traffic ordinances of this municipality does not respond with the time specified to a penalty assessment notice affixed to such vehicle, by appearance and payment at the court having jurisdiction, or by mailing payment by means of the United States mail, or by other disposition of the charge as provided by law, the clerk of said court shall send another notice by mail to the registered owner of the vehicle to which the original notice was affixed, warning him that in the event such notice is disregarded for a period of twenty (20) days from date of mailing, a complaint will be filed and a warrant of arrest will be issued.
- (b) If the driver or owner of an unattended motor vehicle charged with an apparent violation of the restrictions on stopping, standing or parking under the traffic ordinances of this municipality does not respond within the time specified to a penalty assessment notice affixed to such vehicle or mailed to the registered owner of the vehicle, as provided in section 36-3, by appearance and payment at the Traffic Violations Bureau or court having jurisdiction, or by mailing payment by means of the United States mail or by other disposition of the charges as provided by law, the clerk of said court or Traffic Violations Bureau shall send notice by mail to the registered owner of the vehicle to which the penalty assessment was affixed or another notice to the registered owner of the vehicle to which the first mailed notice was sent, warning him that in the event such notice is disregarded for a period of twenty (20) days from the date of mailing a warrant of arrest will be issued.
- (c) When a driver, owner, or person in charge of a vehicle has failed to respond to the following notices of illegal parking:
 - (1) A notice placed on the vehicle pursuant to section 1203, chapter 36 of the Code of Ordinances of the City of Grand Junction; and
 - (2) An additional notice mailed to the registered owner of the vehicle;

a police officer or other authorized person of the City of Grand Junction, acting in his official capacity, may temporarily immobilize such vehicle by attaching to it a device designed to restrict the normal movement of the vehicle; provided, however, that the vehicle shall be located on a public right-of-way or in such a place frequented by the public for public purposes, or private property where the public frequents for public purposes, or private property where the public is a business invitee. Prior to immobilization the municipal court shall review the procedure followed and enter an order directing the immobilization.

(d) If a vehicle is immobilized, the officer shall affix a conspicuous notice to the vehicle informing the driver, owner or person in charge of the vehicle that:

(1) The vehicle has been immobilized by the City of Grand Junction for a parking violation pursuant to the Code of Ordinances of the City of Grand Junction by an order issued by the judge of the municipal court.

(2) The owner of the vehicle may request an immediate hearing in the Grand Junction municipal court to contest the citation or immobilization of the vehicle, or the owner of the vehicle shall have the right, upon request, to a post-deprivation hearing within 48 hours after the request for such hearing, excluding Saturdays, Sundays and holidays. In the alternative, the owner may obtain immediate release of the vehicle by posting bond in the amount of the delinquent parking fines and fees plus booting costs as established by resolution of the city council and on file in the city clerk's office with the clerk of the municipal court. If the vehicle is so released, any hearing requested will be set within the normal time limits of any other hearing in municipal court.

(3) Release of the vehicle may be obtained without a hearing by payment of fines, fees and costs as established by resolution of the city council and on file in the city clerk's office to the clerk of the municipal court.

(4) Unless arrangements are made for the release of the vehicle within 72 hours, the vehicle shall be removed from the streets by a police officer pursuant to section 36-6 of the Code of Ordinances of the City of Grand Junction.

(5) That removing or attempting to remove the device before a release is obtained is unlawful.

(e) It shall be unlawful for any person to remove or attempt to remove an immobilized vehicle before a release is obtained or to move any such vehicle before the police department releases it.

Section 36-5. Presumption in reference to illegal parking.

In any prosecution charging a violation of any provision of this ordinance governing the stopping, standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such regulation, together with proof that the defendant named in the complaint was at the time of such parking the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

Sec. 36-6. Abandoned Vehicles and Authority to Impound Vehicles.

(a) No person shall abandon any motor vehicle upon private property within the City other than his or her own. Subject to other provisions of law concerning junk and/or inoperable motor vehicles, any owner or lessee of property within this municipality, or the owner or lessee's agent, may have an abandoned motor vehicle removed from his or her property by having it towed and impounded by a tow operator.

(b) With respect to any vehicle towed pursuant to subsection (a) of this Section 36-6, the tow operator having in his or her possession any motor vehicle that was abandoned on private property shall, within one hour of impoundment, notify the police department of the following: name of tow operator in possession of the abandoned vehicle, the location of the impound lot where the vehicle is located, a description of the abandoned motor vehicle, including make, model, color and year, the number, issuing state and expiration date of the license plate, and the vehicle identification number.

(c) Whenever any police officer finds a vehicle, attended or unattended, standing upon any portion of a street or highway right-of-way within this municipality in such a manner as to constitute a violation of Section 10-5 of the 1977 version of the Model Traffic Code, or left unattended for a period of 24 hours or more and presumed to be abandoned under the conditions prescribed by 42-4-2102 C.R.S., such officer shall require such vehicle to be removed or cause the same to be removed and placed in storage in the nearest garage or other place of safety designated or maintained by this municipality.

(d) Notice and hearing

(1) As to any vehicle impounded pursuant to this chapter by or at the request of the City, its agents or employees, a person who has a legal entitlement to possession of the vehicle has a right to a post-seizure administrative hearing to determine whether there was probable cause to impound the vehicle if such person files a written demand, on forms so provided for such a hearing, with the City within ten days after such person has learned such vehicle has been impounded or within ten days after the mailing of the date set in the notice of stored vehicle, whichever occurs first. The notice of stored vehicle shall be sent in the mail to the legal and registered owner or his agent and to the garage where the vehicle is stored within 48 hours, excluding weekends and holidays, after impounding and storage of the vehicle.

(2) A hearing shall be conducted before a hearing officer designated by the City Manager within 48 hours of receipt of a written demand therefor from the person seeking the hearing unless such person waives the right to a speedy hearing. Saturdays, Sundays, and city holidays are to be excluded from the calculation of the 48-hour period. The hearing officer shall be someone other than the person who directed the impounding and storage of the vehicle. The sole issue before the hearing officer shall be whether there was probable cause to impound the vehicle in question.

“Probable cause to impound” shall mean such a state of facts as would lead a person of ordinary care and prudence to believe that there was sufficient breach of local, state or federal law to grant legal authority for the removal of the vehicle.

The hearing officer shall conduct the hearing in an informal manner and shall not be bound by the technical rules of evidence. The person demanding the hearing shall carry the burden of establishing that such person has the right to possession of the vehicle. The police department shall carry the burden of establishing that there was probable cause to impound the vehicle in question. At the conclusion of the hearing, the hearing officer shall prepare a written decision. A copy of such decision shall be provided to the person demanding the hearing and the registered owner of the vehicle (if not the person requesting the hearing). The hearing officer’s decision in no way affects any criminal proceeding in connection with the impounding in question and that any criminal charges involved in such proceeding may only be challenged in the appropriate court. The decision of the hearing officer is final. Failure of the registered or legal owner or his agent to request or attend a scheduled post-seizure hearing shall be deemed a waiver of the right to such hearing.

(3) The hearing officer shall only determine that as to the vehicle in issue, either (a) there was probable cause to impound the vehicle or (b) there was no such probable cause. If the hearing officer determines that there was no probable cause, the hearing officer shall prepare and date a certificate of no probable cause, copies of which shall be given to the possessor of the vehicle and the police department. Upon receipt of the possessor’s copy of such certificate, the official police garage having custody of the vehicle shall release the vehicle to its possessor. Upon a finding of no probable cause, towing and storage fees shall be paid by the City in accordance with arrangements made between the City and the official police garage. If the possessor fails to present such certificate to the official police garage having custody of the vehicle within 24 hours of its receipt, excluding such days when the official police garage is not open for business, the possessor shall assume liability for all subsequent storage charges. Such certificate shall advise the possessor of such requirement.

(4) This subsection (d) shall not apply if the vehicle was towed from private property.

Section 36-7. Parking on state highways during snow removal.

There shall be no parking whatsoever on any roadway or contiguous shoulder of any state highway or connecting link within the city during the times and places where snow removal operations are in progress.

Section 36-8. Parking at curb or edge of roadway.

(a) Except where angle parking is permitted by this Code and, in the case of State highways, is approved by the State Department of Highways, and except as otherwise provided by this Code every vehicle stopped or parked upon a two-way

roadway shall be so stopped or parked with the right-hand wheels parallel to and within 12 inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder.

- (b) Except as otherwise provided by this Code, every vehicle stopped or parked upon a one-way roadway shall be so stopped or parked parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its right-hand wheels within 12 inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder or with its left-hand wheels within 12 inches of the left-hand curb or as close as practicable to the left edge of the left-hand shoulder.

Section 36-9. Obedience to angle-parking signs or markings.

- (a) On those streets which have been approved and signed or marked for angle parking, no person shall stop, stand or park a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.
- (b) No person shall park a vehicle at an angle upon any street except those streets upon which angle parking is specifically permitted.
- (c) Where signs are posted specifying the direction of a vehicle for angle parking, it shall be unlawful to park a vehicle not in accordance with the signs. No person shall park front-in or head-in in a space or area designated for rear-in angle parking.
- (d) When parked at an angle, a vehicle shall be parked only within the designated angle parking space with the front wheel of the vehicle nearest the curb within twelve inches of the curb or, in those areas specifically designated for back-in angle parking, with the back wheel nearest to the curb within twelve inches of such curb.

Section 36-10. Lamps on parked vehicles.

- (a) Whenever a vehicle is lawfully parked upon a highway during the hours between sunset and sunrise, and in the event there is sufficient light to reveal any person or object within a distance of 1,000 feet upon such highway, no lights need be displayed upon such parked vehicle.
- (b) Whenever a vehicle is parked or stopped upon a roadway or shoulder adjacent thereto, whether attended or unattended, during the hours between sunset and sunrise, and there is not sufficient light to reveal any person or object within a distance of 1,000 feet upon such highway, such vehicle so parked or stopped shall be equipped with one or more operating lamps meeting the following requirements: At least one lamp shall display a white or amber light visible from a distance of 500 feet to the front of the vehicle, and the same lamp or at least one other lamp shall display a red light visible from a distance of 500 feet to the rear of the vehicle, and the location of said lamp or lamps shall always be such that at least one lamp or a combination of lamps meeting the requirements of this section is installed as near

as practicable to the side of the vehicle which is closest to passing traffic. The foregoing provisions shall not apply to a motor-driven cycle.

(c) Any lighted headlamps upon a parked vehicle shall be depressed or dimmed.

Section 36-11. Unattended motor vehicle.

No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key from the ignition and effectively setting the brake thereon, and, when standing upon any grade, said person shall turn the front wheels to the curb or side of the highway in such a manner as to prevent the vehicle from rolling onto the traveled way.

Section 36-12. Parking not to obstruct traffic or maintenance.

No person shall park any vehicle upon a street or highway in such a manner or under such conditions as to interfere with the free movement of vehicular traffic or proper street or highway maintenance.

Section 36-13. Parking in alleys.

- (a) No person shall park a vehicle within an alley except during the necessary and expeditious loading and unloading of merchandise or freight.
- (b) No person shall stop, stand or park a vehicle within an alley in such position as to block the driveway entrance to any abutting property.

Section 36-14. Moving unattended vehicle.

No person shall move a vehicle not owned by or in charge of such person into any prohibited area or away from a curb such distance as is unlawful.

Section 36-15. Clearance between vehicles.

No person shall stand or park a vehicle in such a manner as to leave available less than 2 feet clearance between vehicles when parked.

Section 36-16. Waiting for parking space being cleared.

The driver of a vehicle while waiting for a parking space to be cleared by another vehicle which is in the actual process of leaving such parking space shall stop on the roadway side of an immediately to the rear of such leaving vehicle and shall remain in such position until the parking space has been cleared.

Section 36-17. Stopping, standing or parking prohibited in specified places.

- (a) No person, other than a peace officer conducting traffic enforcement in or on a marked patrol vehicle at or along an arterial or collector street or roadway as defined or described in the Grand Valley Circulation Plan, a duly adopted neighborhood plan or street plan, or Transportation Engineering Design Standards shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with directions of a police officer or official traffic control device, in any of the following places:
- (1) On a sidewalk;
 - (2) Within an intersection;
 - (3) On a crosswalk;
 - (4) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic authority indicates a different length by signs or markings; every vehicle shall be parked wholly within a designated parking space. Parking space designations shall be made by markings, signs or other appropriate indication upon the curb and/or pavement. Except where prohibited by other provision of this code, a vehicle which is of a size too large to be parked within a single space shall be permitted to occupy two adjoining spaces when the vehicle will fit wholly and completely within the designated spaces and where, as applicable, the necessary number of parking meter charges have been paid.
 - (5) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
 - (6) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - (7) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - (8) On any railroad tracks;
 - (9) On any controlled-access highway;
 - (10) In the area between roadways of a divided highway, including crossovers;
 - (11) At any other place where official signs prohibit stopping.
- (b) In addition to the restrictions specified in subsection (a) of this section, no person, other than a peace officer conducting traffic enforcement in or on a marked patrol vehicle at or along an arterial or collector street or roadway as defined or described in the Grand Valley Circulation Plan, a duly adopted neighborhood plan or street plan, or

Transportation Engineering Design Standards shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device, in any of the following places:

- (1) Within five feet of a public or private driveway;
- (2) Within fifteen feet of a fire hydrant;
- (3) Within twenty feet of a crosswalk at an intersection;
- (4) Within thirty feet upon the approach to any flashing beacon or signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;
- (5) Within twenty feet of the driveway entrance to any fire station or, on the side of a street opposite the entrance to any fire station, within seventy-five feet of said entrance when properly signposted;
- (1) At any other place where official signs prohibit standing.

(c) In addition to the restrictions specified in subsections (a) and (b) of this section, no person, other than a peace officer conducting traffic enforcement in or on a marked patrol vehicle at or along an arterial or collector street or roadway as defined or described in the Grand Valley Circulation Plan, a duly adopted neighborhood plan or street plan, or Transportation Engineering Design Standards shall park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device, in any of the following places:

- (1) Within fifty feet of the nearest rail of a railroad crossing;
- (2) At any other place where official signs prohibit parking.

(d) Nothing in Section 36-17 above shall prohibit persons from parking bicycles in accordance with Section 1412 of the Model Traffic Code adopted by reference herein.

Section 36-18. Parking for certain purposes prohibited.

No person shall park a vehicle upon a roadway for the principal purpose of:

- (1) Displaying such vehicle for sale;
- (2) Washing, greasing, painting, or repairing such vehicle except repairs necessitated by an emergency;
- (3) Displaying advertising.

Section 36-19. Stopping, standing or parking on highway.

No person shall stop, stand or park a vehicle on any highway ramp or on any other portion of the main-traveled way of such highway.

Section 36-20. Regulations not exclusive.

The provisions of this article imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places, at specified times, or in a specified manner.

Section 36-21. Obedience to stopping, standing or parking regulations.

On any street or at any place within this municipality where official signs are posted giving notice of stopping, standing or parking restrictions or prohibitions as authorized in this Code and described in traffic control schedules, no person shall stop, stand or park a vehicle in any manner in violation of the provisions contained on such sign or signs except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer or official traffic control device or except for the purpose of loading or unloading passengers when such standing does not obstruct, impede or endanger any traffic.

Section 36-22. Parking privileges for persons with disabilities

(a) A vehicle with distinguishing license plates or an identifying placard indicating a person with a disability as defined in section 42-3-204, C.R.S., where such distinguishing license plate or identifying placard has been issued pursuant to section 42-3-204, C.R.S., may be parked along public streets regardless of any time limitation imposed by official signs upon parking in such area; except that such privilege shall not apply to zones in which:

- (1) Stopping, standing, or parking of all vehicles is prohibited at all times;
- (2) Only special vehicles may be parked; or
- (3) Parking is not allowed during specific periods of the day in order to accommodate heavy traffic.

(b) It is unlawful for any person other than a person with a disability as defined in section 42-3-204, C.R.S. to park in a parking space on public or private property that is clearly identified by an official sign as being reserved for use by persons with disabilities unless:

- (1) Such person is parking the vehicle for the direct benefit of a person with a disability to enter or exit the vehicle while it is parked in the space reserved for use by persons with disabilities; and
- (2) A valid license plate or placard is displayed in or on such vehicle.

(c) A person with a disability as defined in section 42-3-204, C.R.S. may park in a parking space identified reserved for use by persons with disabilities whether on public property or private property available for public use, provided that such person has conspicuously displayed at all times on the vehicle parked in such space a placard or license plate obtained pursuant to section 42-3-204, C.R.S.

(d)

Section 36-23. All-night parking.

No person, except physicians or other persons on emergency calls, shall park a vehicle on any street signed to prohibit all-night parking, for a period of time longer than 30 minutes between the hours of 2 a.m. and 5 a.m. of any day.

Section 36-24. Emergency stopping or parking only.

When official signs are erected giving notice thereof no person shall stop, stand or park a vehicle on the shoulder of any highway or any other facility so marked except in case of emergency involving the vehicle or its occupants.

Section 36-25. Standing in passenger loading zone. No person shall stand a vehicle for any purpose or period of time other than for the expeditious loading or unloading of passengers in any place officially marked as a passenger loading zone during hours when the regulations applicable to such loading zone are effective and then only for a period not to exceed 3 minutes.

Section 36-26.

(a) No person shall stand a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in any place officially marked as a freight loading zone during hours when the provisions applicable to such zones are in effect.

(b) In no case shall the standing for loading and unloading of materials exceed 30 minutes.

Section 36-27. Permits for loading zones. Whenever special permits are issued, as authorized in section 23-9, to establish or control the use of loading zones or to allow the backing of a vehicle for the purpose of loading or unloading merchandise or materials subject to certain conditions, no permittee or other person shall violate any of the special terms of any such permit.

Section 36-28. Bus stops regulated.

(a) The operator of a bus shall not stand or park such vehicle upon any street at any place other than a bus stop so designated as authorized in section 23-9.

(b) The operator of a bus shall not stop such vehicle upon any street at any place for the purpose of loading or unloading passengers or their baggage other than at a bus stop so designated as authorized in section 23-9, except in case of an emergency.

- (c) The operator of a bus shall enter a bus stop on a public street in such a manner that the bus when stopped to load or unload passengers or baggage shall be in a position with the right front wheel of such vehicle not further than 18 inches from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.

Section 36-29. Taxicab stands regulated.

- (a) The operator of a taxicab shall not stand or park such vehicle upon any street at any place other than in a taxicab stand so designated as authorized in section 23-9.
- (b) This provision shall not prevent the operator of a taxicab from temporarily stopping in accordance with other parking, standing or stopping regulations at any place for the purpose of and while actually engaged in the expeditious loading or unloading of passengers.

Section 36-30. Standing in restricted parking zone.

No person shall stop, stand or park a vehicle for any purpose or length of time in any restricted parking zone other than for the purpose specified on official signs marking such restricted zone and during the period of time the restriction is effective, except that the driver of a passenger vehicle may stop momentarily therein for the purpose of and while actually engaged in loading or unloading passengers when such standing or stopping does not interfere with the kind of traffic for which the zone is reserved.

Section 36-31. Parking meter zones.

Wherever parking meter zones have been established on streets or in parking areas regulated by this municipality, the parking of vehicles at places, streets or parts of streets so designated shall be controlled by parking meters between the hours and on the days declared in said schedules or records and specified on authorized parking meter signs or legends.

Section 36-32. Parking meters.

Parking meters installed in parking meter zones established as provided in this Code shall be so designed, constructed, installed and set as to meet the following conditions:

- (1) Said meters shall be capable of being operated, either automatically or mechanically, upon the deposit therein of one or more coins of United States currency or authorized tokens for the full period of time for which parking is lawfully permitted in any such parking meter zone or, in lieu thereof, for an appropriate fractional period of time.
- (2) Upon the expiration of the time period registered by the deposit of one or more coins or authorized tokens as provided herein, said meters will indicate by an

appropriate signal that the lawful parking meter period has expired, and during said period of time and prior to the expiration thereof, will indicate the interval of time which remains of such period.

- (3) Each parking meter shall bear thereon an authorized sign or message clearly legible indicating the days and hours when the requirement to deposit coins or tokens therein shall apply, the value of the coins or tokens to be deposited, and the limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located.

Section 36-33. Parking meter spaces.

- (a) Parking meter spaces shall be of appropriate length and width as determined by an engineering and traffic investigation and may be designated by appropriate markings upon the curb and/or pavement of the street.
- (b) Every vehicle shall be parked wholly within a metered space with the front end or front portion of such vehicle immediately opposite the parking meter for such space.
- (c) Except where prohibited by other provisions of this Code, a vehicle which is of a size too large to be parked within a single parking meter space shall be permitted to occupy two adjoining parking meter spaces when coins or tokens shall have been deposited in the parking meter for each space so occupied as is required in this ordinance for the parking of other vehicles in such space.

Section 36-34. Deposit of coins or tokens and time limits.

- (a) No person shall park a vehicle in any parking space upon a street alongside of and next to which a parking meter has been installed during the restricted and regulated time applicable to the parking meter zone in which such meter is located unless a coin or coins of United States currency or authorized tokens of the appropriate denomination as provided in this Code shall have been deposited therein, or shall have been previously deposited therein for an unexpired interval of time, and said meter has been placed in operation.
- (b) No person shall deposit or attempt to deposit in any parking meter any slug, button or any other device or substance as substitutes for coins of United States currency or authorized tokens, and no person shall deposit any lawful coin or authorized token that is bent, cut, torn, battered or otherwise misshapen.
- (c) No person shall permit a vehicle within his control to be parked in any such parking meter space during the restricted and regulated time applicable to the parking meter zone in which such meter is located while the parking meter for such space indicates by signal that the lawful parking time in such space is expired. This provision shall not apply to the act of parking or the necessary time which is required to deposit immediately thereafter a coin(s) or token(s) in such meter.
- (d) No person shall park a vehicle in any such parking meter space for a consecutive period of time longer than that limited period of time for which parking is lawfully

permitted in the parking meter zone in which such meter is located, irrespective of the number or amount of the coins or tokens deposited in such meter.

- (e) A vehicle may be parked in a parking meter space without operation of the meter on Sundays, on holidays as defined in this Code, and during those hours of the day when the requirement to deposit coins or tokens does not apply as determined from the parking meter sign or legend.
- (f) The provisions of this section shall not relieve any person from the duty to observe other and more restrictive provisions of this Code prohibiting or limiting the stopping, standing or parking of vehicles in specified places, at specified times, or in a specified manner.

Section 36-35. Tampering with meter.

- (a) No person shall deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter.
- (b) No person, firm or corporation shall place any sack or covering over, upon or around any parking meter head, remove any parking meter head, or otherwise indicate or show that the said meter is inoperative or inapplicable without proper authority to do so.

Section 36-37. Authorized service vehicles.

The warning lamps authorized by State law for authorized service vehicles and those service vehicles designated as emergency vehicles by the Police Chief shall be activated by the operator only when the vehicle is operating upon the roadway and may create a hazard to other traffic. The use of such lamps shall not relieve the operator from his duty of using due care for the safety of others or from the obligation of using any other safety equipment or protective devices that are required by State law. Service vehicles authorized to operate also as emergency vehicles shall also be equipped to comply with signal requirements for emergency vehicles.

PASSED for first reading this 18th day of July, 2007 and authorized the publication in pamphlet form.

PASSED AND ADOPTED this _____ day of _____, 2007 on
Second Reading and authorized the publication in pamphlet form.

President of the Council

Attest:

City Clerk

Attach 8

**Public Hearing – Rezoning the Amorelli Property, Located at 2719 H Road
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
Subject	Amorelli Rezone - Located at 2719 H Road		
File #	RZ-2007-112		
Meeting Day, Date	Wednesday, August 15, 2007		
Placement on the Agenda	Consent		Individual X
Date Prepared	July 3, 2007		
Author Name & Title	Ronnie Edwards, Associate Planner		
Presenter Name & Title	Ronnie Edwards, Associate Planner		

Summary: Request to rezone 2719 H Road, comprised of 5.346 acres, from R-1 (Residential – 1 du/ac) to R-2 (Residential – 2 du/ac). The parcel is located on the south side of H Road and east of 27 ¼ Road adjacent to the Grand Valley Mainline Canal.

Budget: N/A

Action Requested/Recommendation: Conduct a public hearing and adopt the zoning ordinance on second reading.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Airport West Enclave Annexation Proposed Zoning Map
2. Final Adopted Annexation Map
3. Site Location Map/Aerial Photo Map
4. Future Land Use Map/Existing City and County Zoning Map
5. North Central Valley Plan
6. Excerpt of minutes from March 7, 2000 Joint City Council/Planning Commission meeting (3 pages)
7. Neighborhood opposition letters and petition (14 pages)
8. Neighborhood letters of support (12 pages)
9. Excerpt of minutes from June 26, 2007 Planning Commission Meeting (pages)
10. Zoning Ordinance

STAFF REPORT/BACKGROUND INFORMATION			
Location:		2719 H Road	
Applicants:		Joseph Amorelli	
Existing Land Use:		Residential	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Residential	
	South	Residential/Grand Valley Mainline Canal	
	East	Residential	
	West	Residential	
Existing Zoning:		R-1	
Proposed Zoning:		R-2	
Surrounding Zoning:	North	R-1	
	South	R-2	
	East	R-1/I-O	
	West	R-1/PD (4.2 du/ac)	
Growth Plan Designation:		Residential Low (1/2 -2 ac/du)	
Zoning within density range?		X	Yes
			No

Staff Analysis:

1. **BACKGROUND:**

The subject property was annexed in 1996 with the Airport West Enclave Annexation. The property was zoned RSF-R with the annexation as area residents at that time requested that the enclave area be zoned the same as, or the most equivalent, to existing Mesa County zoning. The original proposed zoning map noted RSF-2 north of the canal and south of H Road as it was the most equivalent to the County zoning of R1B in regards to bulk standards (see attached map). After public input, the area north of the canal and south of H Road was changed to RSF-R, even though it created nonconforming lots. The proposed zoning of RSF-R did not meet the Growth Plan's Future Land Use Map recommended densities. The area south of the canal remained RSF-2, as the area consisted of a subdivision originally zoned PR-2. The Growth Plan designation for this property and parcels to the north, south and east are Residential Low (1/2-2 ac/du), making several parcels nonconforming. Parcels on the west side of 27 Road have designations of Residential Medium Low (2-4 du/ac) and Residential Medium (4-8 du/ac). With the adoption of the new Zoning and Development Code and Zoning Map in 2000, the RSF-R became RSF-1 on the new map, as it was conforming to the Future Land Use Map. I have provided a copy of the minutes from the March 7, 2000 joint City Council and Planning

Commission meeting for the adoption of the new zoning map and the RSF-R area was to become RSF-2 per the recommendations on page 3 to make it conforming to the Future Land Use Map. Since the Zoning Map was adopted by ordinance during this meeting, it is staff's opinion that the criterion of the existing zoning is in error has been met. The minutes are not specifically clear as to the exact area that was to be RSF-2 and did it include the area north of the canal, which is where the applicant's parcel is located.

The subdivisions west of this property were developed in the early 1990's prior to the adoption of the Growth Plan as planned residential development with densities of 2 to 4 dwellings per acre. The properties to the east of 27 1/4 Road were zoned for commercial and industrial uses and future development is being proposed at this time as Bookcliff Tech Park. With the new zoning designations now adopted, the parcels to the north and east are R-1, and R-2 to the south and west. The properties in the area have developed residentially, consistent with the Growth Plan and Future Land Use Map. The requested zoning of R-2 could be seen as a transitional zone between the various densities and would allow some "infill development" within the urban area.

At the present time, the parcels north of the canal are on individual septic systems. The applicant would be required to extend sewer service upon any development of the parcel and would most likely be provided from the sewer lines being installed with the Bookcliff Tech Park Subdivision development. Bret Guillory, City Utility Engineer, has been contacted by the applicant regarding possible extension for future development of the area. Staff is recommending approval of the rezone request and upon development of the property the applicant will be responsible for sewer line extension.

The subject property is also included in the urban growth boundary of the North Central Valley Plan that was adopted June 3, 1998. The land use/growth management goals of the plan were to implement the land use patterns of the Future Land Use Map and to encourage future growth to locate in and around existing urban and rural communities, which would minimize scattered development throughout the county. The plan states that "infill development" is encouraged with residential density classifications within the urban growth boundary that is consistent with the Growth Plan. The proposed R-2 zoning is in conformance with both the Future Land Use Plan and the North Central Valley Plan and is consistent with the goals and policies of the Growth Plan.

2. Consistency with the Growth Plan:

Policy 1.3 states the City decisions about the types and intensity of land uses will be consistent with the Future Land Use Map and Plan policies.

Policy 5.2 states the City will encourage development that uses existing facilities and is compatible with existing development.

The R-2 zone district is consistent with the goals and policies of the Growth Plan and is providing a development transition between residential neighborhoods.

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

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

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

The existing zone district of R-1 is what is shown on our existing zoning map, but as I have previously stated, the adopted minutes in 2000 state that this area was to be RSF-2 to bring the area into conformance with the Future Land Use Map recommended densities.

2. 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.;

Property in the area has developed as residential consistent with the Growth Plan, with zone districts ranging from two to four dwelling units per acre. This rezone request provides a transition between the various densities. There is growth and development proposed in the near future in this area and includes extension and installation of public facilities.

3. 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 rezone will allow residential development, which is compatible with existing and surrounding land uses and would allow "infill development" within the urban area.

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

Public facilities and services will be made available concurrent with development. The applicant will be required to extend sewer service from a newly installed sewer main in 27 1/4 and H Road prior to development of his property.

5. The supply of comparably zoned land in the surrounding area is inadequate to accommodate the community's needs; and
The Future Land Use designation of Residential Low (1/2 – 2 ac/du) would allow for a range of densities, as R-E, R-1 and R-2. The R-2 zone district

provides a transition between various densities in the area. The R-2 zoning is the highest range of density supported by the Future Land Use Map.

6. The community will benefit from the proposed zone.

The proposed rezone would allow for residential development, resulting in sewer extension to the neighborhood.

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.

- d. R-E, (Residential Estate, 1 du/2 ac)
- e. R-1, (Residential, 1 du/1 ac)

If the Planning Commission chooses to recommend one of the alternative zone designations, specific alternative findings must be made as to why the Planning Commission is recommending an alternative zone designation the City Council.

FINDINGS OF FACT/CONCLUSIONS:

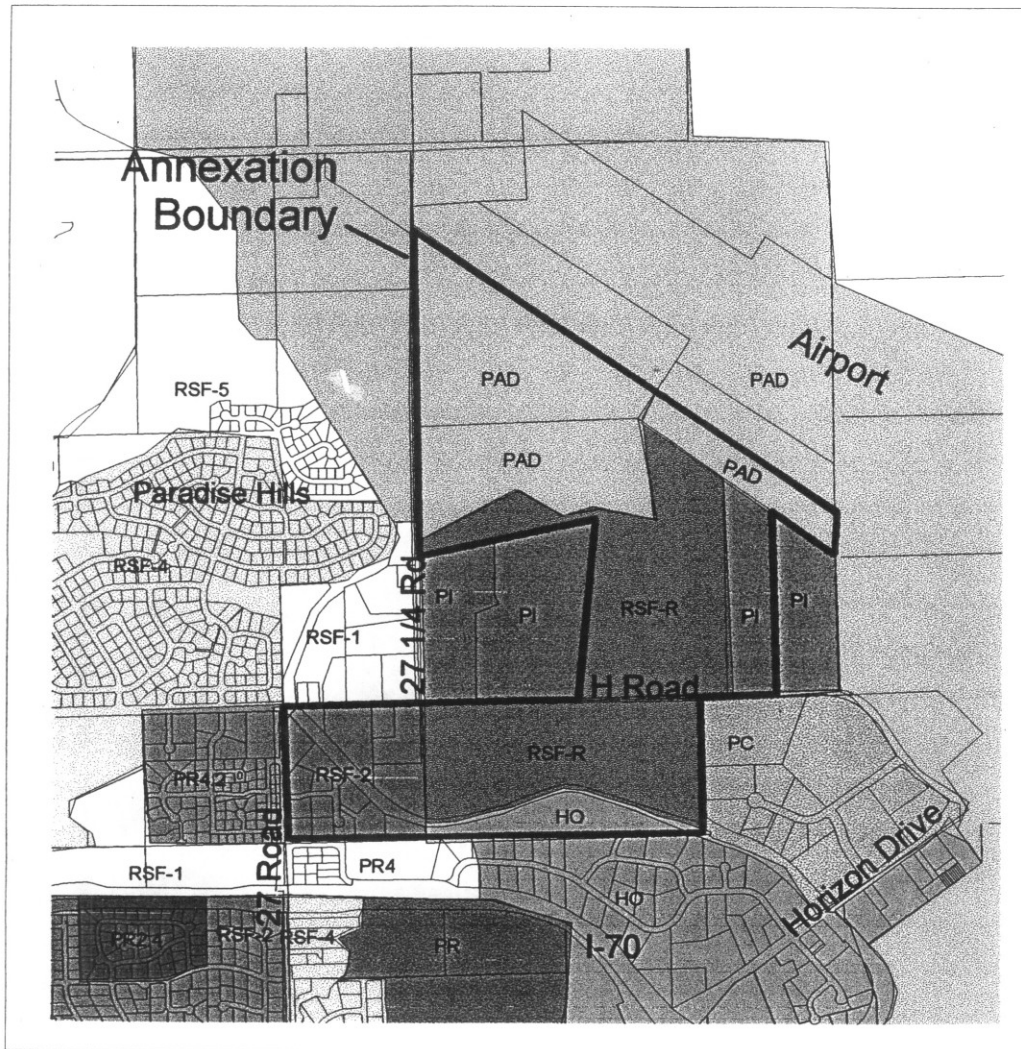
Staff makes the following findings of fact:

1. The requested rezone is consistent with the goals and policies of the Growth Plan.
2. The requested rezone is consistent with the goals and policies of the North Central Valley Plan.
3. The review criteria in Section 2.6.A of the Zoning and Development Code have been met.

PLANNING COMMISSION RECOMMENDATION:

At their June 27, 2007 hearing, the Planning Commission recommended approval of the rezone request.

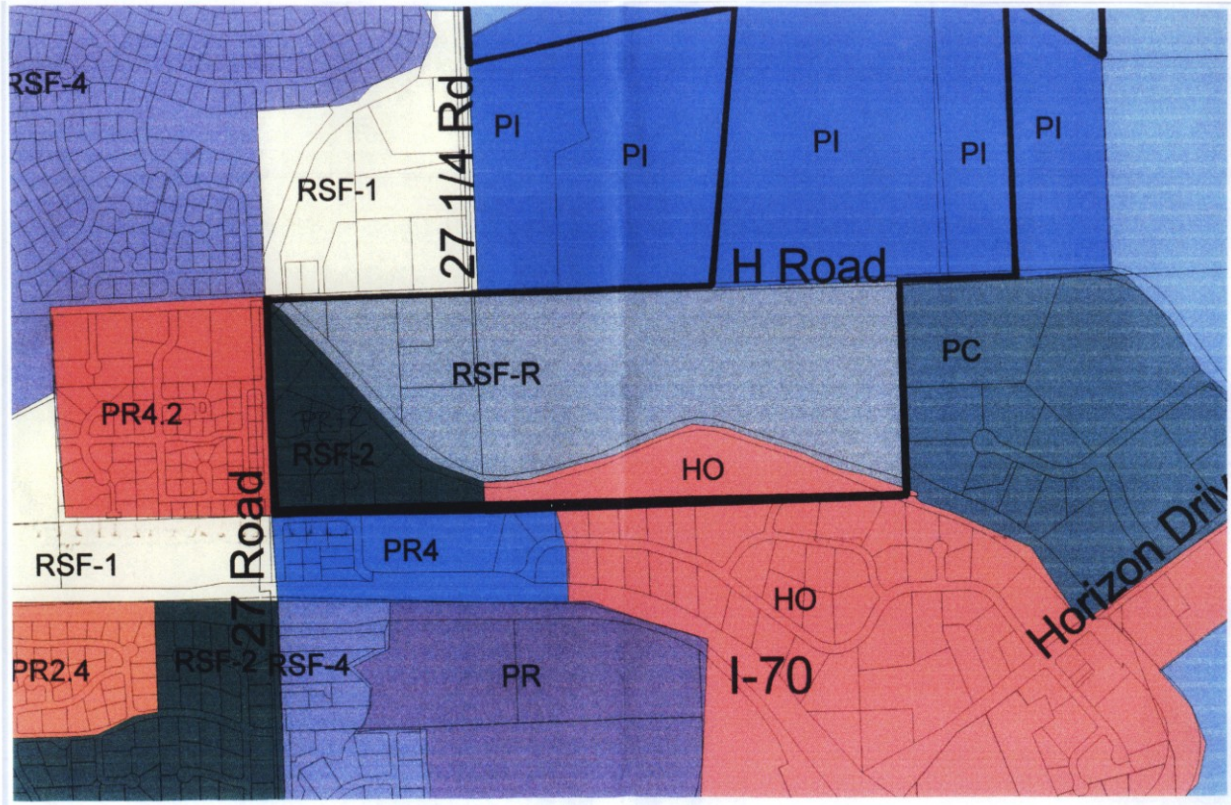
Airport West Enclave Annexation Proposed Zoning



Drawn By: MP
11/20/96

This map was drawn by the City of Grand Junction using public records.
The City does not guarantee the accuracy of this map.

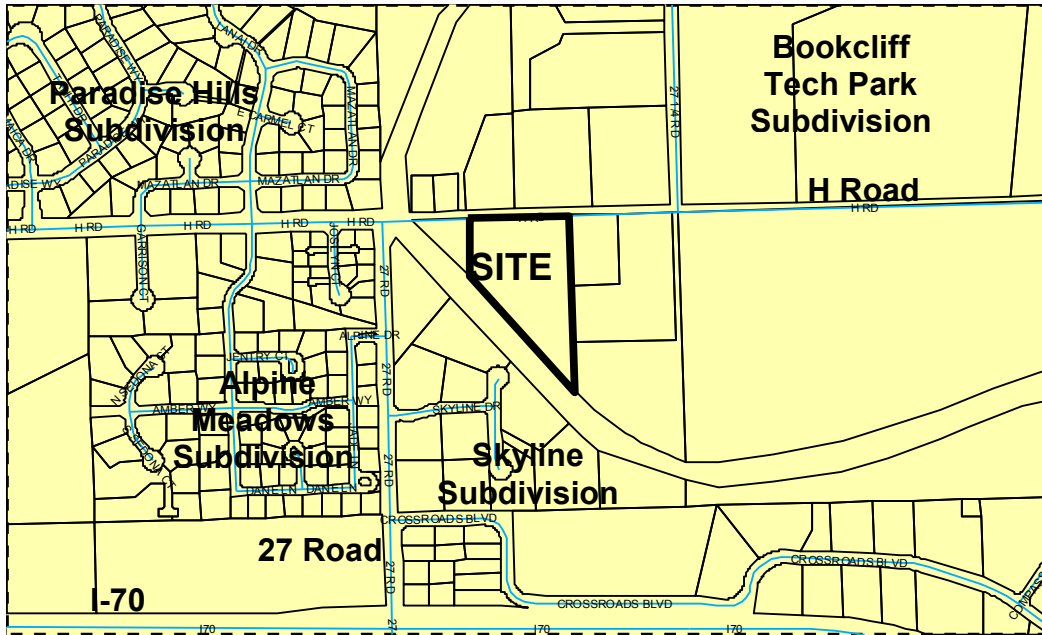




Adopted Annexation Map

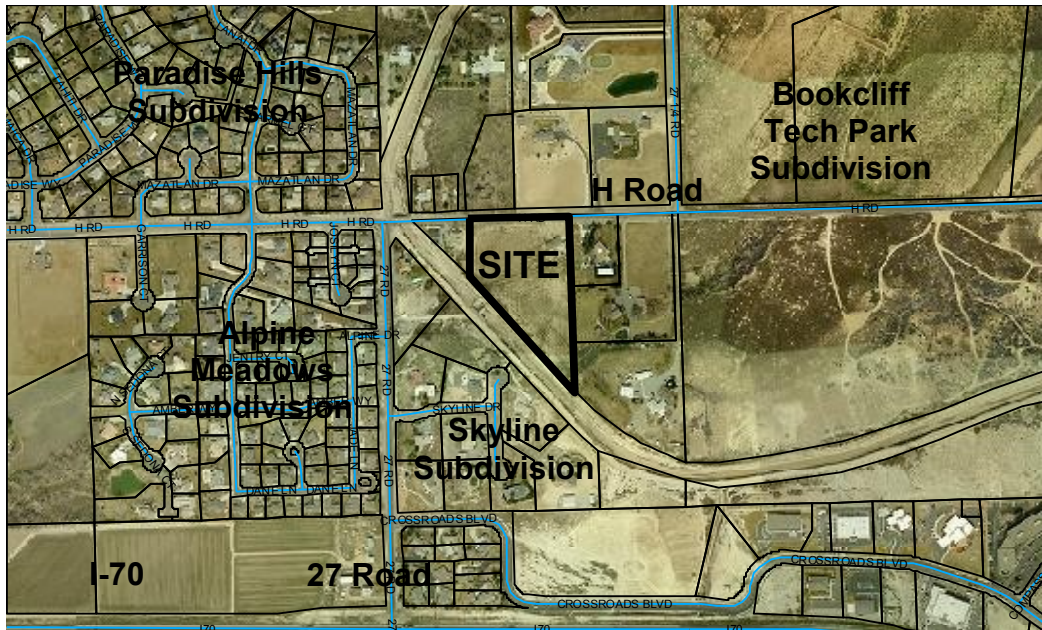
Site Location Map

Figure 1



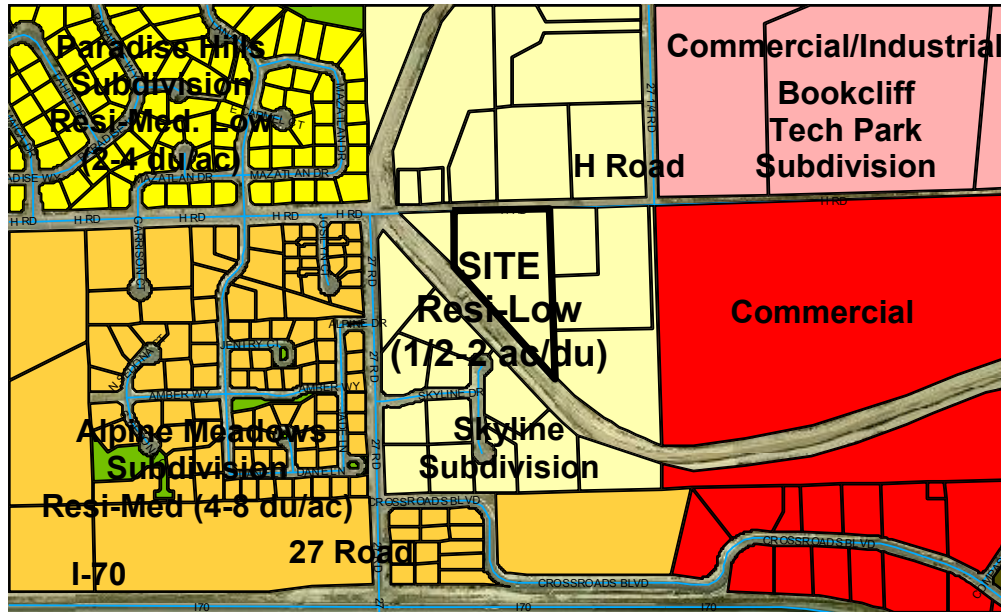
Aerial Photo Map

Figure 2



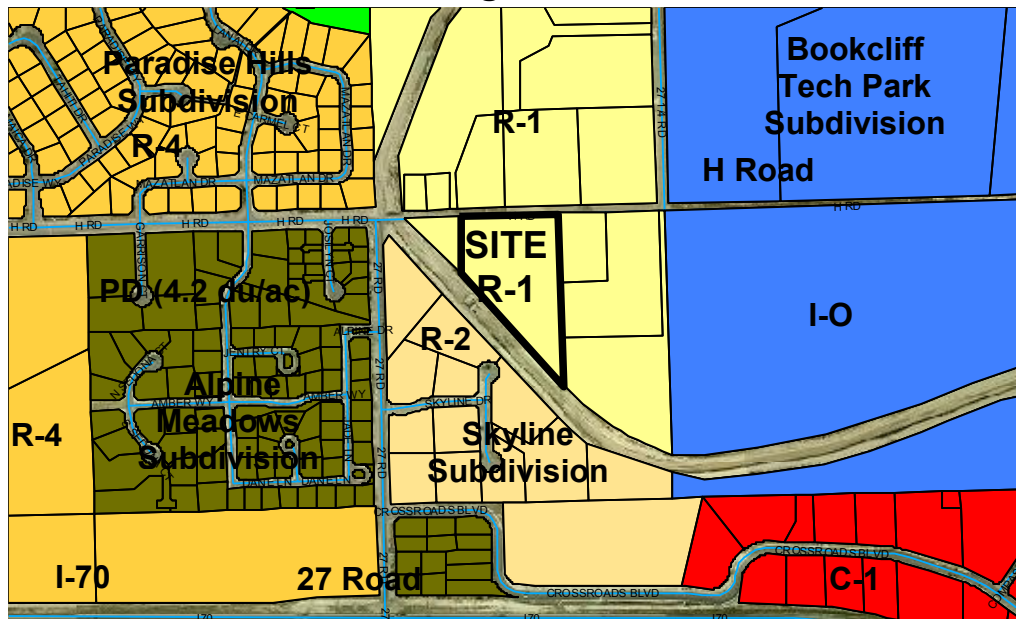
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4

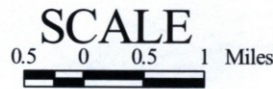
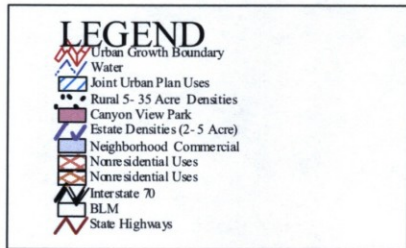
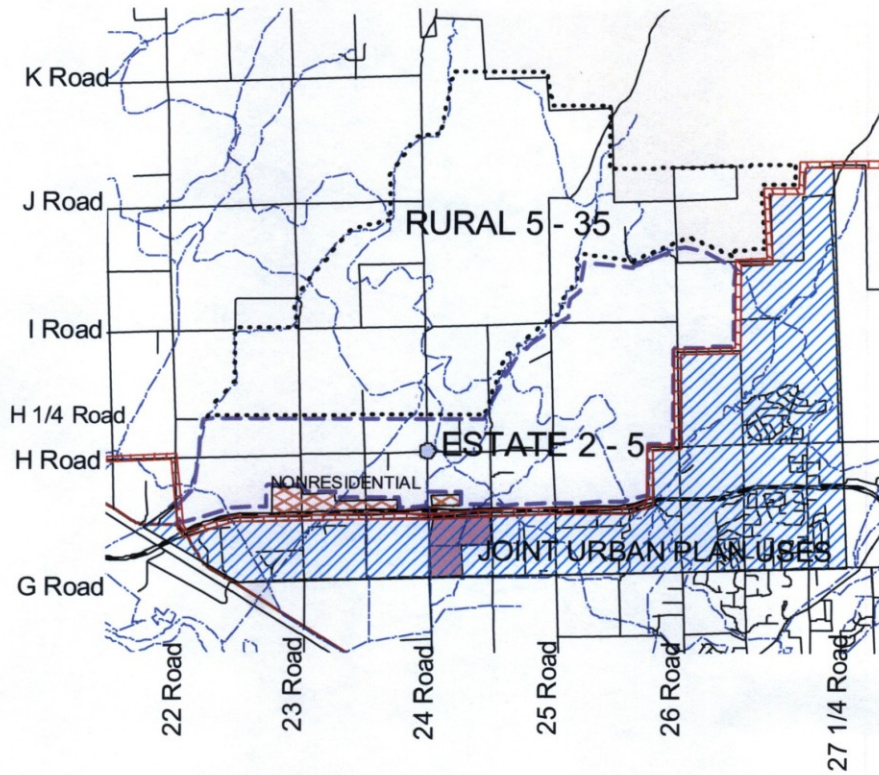


NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

NORTH CENTRAL VALLEY

Planning Commission

Recommended Future Land Use Plan



12/10/97

**JOINT HEARING OF THE
GRAND JUNCTION CITY COUNCIL**

**GRAND JUNCTION PLANNING COMMISSION
PROPOSED ZONING & DEVELOPMENT CODE
MARCH 7, 2000 MINUTES**

The specially scheduled joint hearing of the Grand Junction City Council and Grand Junction Planning Commission convened at 7:04 p.m. on March 7, 2000 and was held at Two Rivers Convention Center.

Representing the Grand Junction City Council were: Gene Kinsey (Mayor/Council President) and Councilmembers Reford Theobald, Jack Scott, Earl Payne, Cindy Enos-Martinez and Janet Terry. Representing the Grand Junction Planning Commission were: John Elmer (Chairman) and Commissioners Joe Grout, Terri Binder, Dr. Paul Dibble, James Nall, Nick Prinster and Jerry Ainsworth. (Note: Commissioner Ainsworth arrived after the vote to remove the salvage yard section from consideration.) Asst. City Manager/Acting Community Development Director Dave Varley, City Attorney Dan Wilson, Asst. City Attorney John Shaver, and City Planning Manager Kathy Portner were also present. Other staff present included Ivy Williams, Bill Nebeker and Scott List. Terri Troutner was present to record the minutes.

Council President Kinsey indicated that due to the controversy surrounding the salvage yard section of the *Development Code*, that section would be pulled from consideration and would be subject to another 60-day review. The extended timeframe would allow City staff to meet with salvage yard owners, et al., to discuss relevant issues. This drew strong objection from the salvage owners, their representatives, and the public. As a concession, Dean VanGundy (1018 S. 5th Street, Grand Junction) was given the opportunity to make a statement as representative for his business and other salvage yard owners.

Mr. VanGundy felt that the section should be opened to the public for discussion. He'd brought in an expert from Arizona who could provide important testimony. Councilmember Terry said that citizen testimony was considered more important than testimony received from paid experts.

PLANNING COMMISSION MOTION: (Commissioner Grout) "Mr. Chairman, on section 4.3.D regarding salvage yards, I move that we table the section for the following reasons: 1) provisions in the existing *Zoning and Development Code* addressing salvage yards in similar uses shall remain in full force and effect until the City Council adopts the replacement of section 4.3.D dealing with salvage yards, and it is expected that the new section dealing with salvage yards will be studied for approximately 60 days and then considered for adoption by the City Council. When the new provisions addressing salvage yards are adopted, the provisions in the prior *Code* shall then be repealed as will be noted in the ordinance adopting the new salvage yard provisions."

Commissioner Binder seconded the motion.

A vote was called and the motion passed unanimously by a vote of 6-0.

CITY COUNCIL MOTION: (Councilmember Theobald) “I would move approval of the Planning Commission recommendation.”

Councilmember Terry seconded the motion.

A vote was called and the motion passed unanimously by a vote of 6-0.

CONSIDERATION OF THE PROPOSED ZONING MAP

The following information represents a synopsis of City Council/Planning Commission discussion and changes proposed for the City of Grand Junction *Zoning and Development Map*, as outlined by Kathy Portner and contained in the March 6, 2000 Staff Review.

1. The Community Hospital property, located on the northwest corner of 1st Street and Patterson Road, was changed from B-1 to PD to reflect the recently approved plan for the property.
2. The Northridge Filing #3 property has a proposed zoning of RSF-4. The owner, Dr. Merkel, wanted to retain a PD zoning on the property. A letter had been submitted.
3. The Hall property on the east side of 24 ½ Road, north of F ¼ Road was changed to PD to reflect the ODP, which had been approved for the property.
4. The PD zoning for the Brookside Subdivision, located at the northwest corner of F ½ and 30 Roads, was extended to the parcel to the west, which is the parcel directly north of the extension of Oxbow and Broken Spoke.
5. The following zones were recommended for properties on the west side of 12th Street, between Horizon Drive and G Road: parcel 009, RSF-4; parcels 003 and 010, RMF-5 zoning; and parcels 061, 062 and 941, RMF-8 zoning. This was consistent with an alternative proposal submitted by area neighbors. Ms. Portner said that the increased density along 12th Street was consistent with previous City Council and Planning Commission discussions and the property owner’s request. Staff agreed that the busy corridor warranted higher densities and had supported the request.
6. The parcel at the northeast corner of G Road and Victor Drive was changed from RSF-4 to RSF-2.
7. Properties bounded by 12th Street, Horizon Drive, Budlong Street, and Midway Avenue were changed from RMF-16 to RSF-4. The property owner, Dr. Merkel, opposed the RSF-4 zoning and had submitted a letter.
8. All of the Etter/Epstein property on the south side of Horizon Drive west of 27 ½ Road was changed to reflect PD zoning, including the triangular piece bounded by Horizon and Cliff Drives.
9. RSF-2 zoning had been recommended for property north of Crossroads Blvd. and east of 27 Road. The owner, Dr. Merkel, had submitted a letter stating his preference for PD zoning with a higher density or, perhaps, a commercial zone.

10. Zoning for the property located at 1101 Kimball Avenue was changed to I-2. Since an adjacent parcel was targeted by the City for park development, City Council and Planning Commission members determined that CSR and buffering requirements should apply to the I-2 zoned property; however, fencing/wall costs separating the industrial/public uses should be shared by both property owners. Clarification was given that while the CSR and buffering requirements would apply to all applicable parcels, specific focus and direction was being given to the subject property at this time. Staff was directed to include parks and other public uses in the adjacent use buffering table (buffering discussions were deferred, see Chapter 7).

PUBLIC COMMENTS

Doug Cleary (2691 Kimberly Drive, Grand Junction), representing neighbors who had signed the petition and form letters, expressed support for the alternative zoning plan as submitted previously to staff and later outlined in attorney Richard Krohn's letter. The alternative plan would provide a better transition while preserving property values.

Richard Krohn (744 Horizon Court, Ste. 300, Grand Junction), representing Gertrude and Walter Dalby, referenced a letter submitted on behalf of his clients, who owned parcels 061 and 062. He supported the alternative proposal and agreed that it made more sense than the City's proposal. The alternative, he said, still complied with *Growth Plan* recommendations, represented good infill, and provided for better transitioning.

Charles Reems (695 Cascade Drive, Grand Junction) supported the petition although his name was not on it. He preferred that the parcels be given lower-density zoning, given the unique "problems" associated with each lot, and suggested that any rezoning be deferred until such time as a plan was brought before the City for consideration. He expressed concern that traffic from higher density development would be directed onto Cascade Drive, a street not designed to handle such flows.

Margaret Moore (2679 Homestead Road, Grand Junction) clarified that Cascade Drive did not extend beyond Homestead Road as the map suggested.

DISCUSSION

Councilmember Terry referenced item 2 above and said that the property's RSF-4 zone was the most compatible for the area. The City did not support planned zones without corresponding plans. With regard to item 7, the covenants of that subdivision were more restrictive than the City's proposed zoning. With item 9, if the petitioner wanted to change the property's zoning to Commercial, he would have to take any such request through the normal planning/public hearing process. The current process addressed changes in intensity not changes in use.

Commissioner Dibble asked if discussions on the 24 Road corridor were being deferred pending completion of the 24 Road Corridor Study, to which Council President Kinsey replied affirmatively.

Councilmember Theobald went through the list of proposed changes as modified to ensure consensus, which was confirmed.

Ronnie Edwards
Re: Amorelli Rezone
2719 H Rd

RECEIVED
APR 13 2007
COMMUNITY DEVELOPMENT
DEPT.

4/13/07

I am writing this letter because this rezone should not be permitted. Our city designated zoning of RSF-1 is in place for a reason. This designation lets people know what type of activities and housing density will be allowed in our neighborhood. In as much, as there are only houses on acreages to the north, south, east and west of this property, a zone change would change the character of the neighborhood. There is no reason to change the character of our neighborhood with the natural barrier between acreages and subdivision housing being 12th street or 27 rd. Placing ten houses on a property zoned for 4 houses would not improve the neighborhood or be beneficial to the city of GS as well. Mr. Amorelli knew what the zoning was on this property when he purchased it only about 1 year ago. I am asking the city not to force this development upon us.

REN
Robert Hughes
243 - 3000
2716 H Rd.

FEATHER LEGAL SERVICES, P.C.

2754 Compass Drive, Suite 105

P.O. Box 1704

Grand Junction, CO 81502

(970)243-8513

RECEIVED
APR 25 2007
COMMUNITY DEVELOPMENT
DEPT.

Gerald B. Feather

April 23, 2007

Ronnie Edwards, Planner
City of Grand Junction
Community Development
250 North 5th St.
Grand Junction, CO 81501

Re: RZ-2007-112
Amorelli Rezone-2719 H Road

Dear Sirs:

This is to inform you that in regard to the above referenced Rezone Request I and several other neighbors are circulating a petition around the neighborhood of the property in question, in order to formally document and present our opposition to this Request for Rezone. Our petitions will be submitted for the file on this case when completed.

Based on preliminary discussions with our neighbors and the participation and comments at the last informal meeting, I think you can anticipate almost unanimous opposition by those of us in close enough proximity to be concerned about the Density of Development anticipated by Mr. Amorelli.

Sincerely yours,



Gerald B. Feather, property owner
2706 Skyline Dr.
2708 Skyline Dr.

Rhonda Edwards - Rezone 2719 H Road

From: <BlubirdBen@aol.com>
To: <Rhondae@gjcity.org>
Date: Thursday, April 19, 2007 11:39 AM
Subject: Rezone 2719 H Road
CC: <BlubirdBen@aol.com>, <Gjgretta@aol.com>

Dear Ronda,

Just wanted to give you an email letting you know of our intentions regarding the Amorelli rezone. We wish to oppose the rezone to RSF 2. One home per acre is the highest density in harmony with this horse acreage neighborhood. Please advise staff and please enter this opposition into **Public Comment Against the Rezone**. We will mail today written comment to your attention. Thank you.

Janet M. Pomrenke (reside 710 Victor Dr.)
William E. Pomrenke (reside 710 Victor Dr.)
Wende M. Pomrenke (reside 2721 1/2 H Road)
(owners of 2721 1/2 H Road)

See what's free at AOL.com.

RECEIVED
APR 20 2007
COMMUNITY DEVELOPMENT
DEPT.

Community Development Application Response
Re: RZ-2007 -112 Amorelli Rezone
2719 H Road
Grand Junction, Co. 81506

April 18, 2007

To: City of Grand Junction
Community Development
250 North 5th St.
Grand Junction, Co. 81501

From: Janet M. Pomrenke
William E. Pomrenke
710 Victor Dr.
Grand Junction, Co. 81501
Co-owners of 2721 1/2 H Road
(Which adjoins 2719 H Road.)

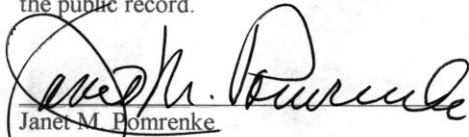
Please enter our comments in regard to The Amorelli Rezone application requesting a change from RSF-1 to RSF-2 into the **Public Comment Record Against Category** for the following reason:

As of this date, the 15 residential properties east and north of the Highline Canal and east of 27 Road up to 27 1/4 Road are all larger acreages with horses or elegant landscaping for privacy with the exception of two that are an acre or under. These 15 properties together contain approximately 40 acres. All of these properties are in the **Airport Overlay Zone**. While these properties are mostly in the city limits it is because they were onclaved but have no city services. The area is rural in nature with grass pastures that are irrigated. They serve as an existing **Greenbelt** between the high density west of 27 Road on the way to Walker Field Airport. The open spaces are attractive and serve as an attractive buffer where the speed limit accelerates moving from west to east from 35 mph to 45 mph on H Road on the way to the airport. The sight distance at the intersection of 27 Road and H Road is hazardous at best at this time due to the bridge over the canal. More traffic completing ingress and egress from the Amorelli property would cause more dangerous hazards to an already dangerous intersection.

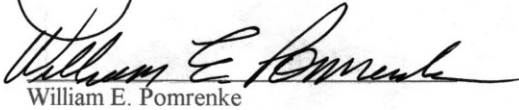
The historical use of the Amorelli property has been one of green pastures and horses until Mr. Amorelli purchased and now once again is being grazed by seven beautiful horses which is in harmony with the neighborhood including the new elegant subdivision of three plus acres and

elegant homes on the northwest corner of 27 1/4 and H Road. The storm runoff and irrigation waste water from this area drains through historical waste ditches back to the Highline Canal on the Amorelli property. We purchased our property in 1982 and those ditches (three) were there at that time and have always been maintained to move water whether it be storm or irrigation or runoff out of the Bookcliffs. Mr. Amorelli refuses to understand the water law of the west and has either not maintained the subject ditches or has in total plowed them over. There is currently legal action against Mr. Amorelli from the adjoining neighbor Maxcine Bielak of 2721 H Road as he refuses to allow her legal use of a recorded irrigation easement of many years. He has tried to prohibit the legal use of our irrigation easement that crosses his property as well. Mesa County is maintained through the use of irrigation water as it is naturally a desert and water does not get to any ones property without the use of an easement which Mr. Amorelli does not want to understand or accept.

For all of these reasons we feel the zoning should remain RSF 1 and continue to allow no more dwellings than one per acre. Thank you for your consideration and admitting our comments to the public record.



Janet M. Pomrenke



William E. Pomrenke



Wende M. Pomrenke

Resident of 2721 1/2 H Road.

PETITION

We the undersigned residents of Grand Junction, Colorado, residing in the neighborhood surrounding the property of Joe Amorelli at 2719 H Road, Grand Junction, Co., for which the owner purposes to change the zoning density, hereby **ASSERT OUR OPPOSITION** to the proposed change.

Some of the reasons for our opposition to Rezone at 2719 H Road are as follows:

1. The existing zoning was not in error at the time of adoption. In particular the area around the lot in question is Zoned and Developed as RF-1. The Subdivision, South of the Amorelli lot, separated by the Highline Canal, although Zoned RSF-2, is actually completely developed as RSF-1, and is not likely to be re-developed in the future.
2. There has been no change in the character of the neighborhood that would justify higher density than the present Zone.
3. The proposed Rezone is incompatible with our neighborhood.
4. No facilities or services will be brought to our neighborhood by higher density Development on H Road.
5. We believe there is an adequate supply of higher density land to develop to meet the needs of Grand Junction.
6. The community will not benefit from the proposed Zone.

The other reasons for our opposition to the proposed rezoning in our neighborhood is that the higher density will lead to an increase in vehicular traffic in and around this neighborhood; there will be an increase in pedestrian traffic in our neighborhood which is not provided for by the city and county with sidewalks or approved trails; there will likely be an increase of trespass traffic, both foot and vehicular, on the banks of Highline Canal; and we believe that the higher density development the proposed zone change might allow for will adversely impact the values of our respective properties; and our loss would come as a direct result of Mr. Amorelli's hopes to increase the profit he might obtain from higher density development.

We jointly and collectively request that the application to Rezone 2719 H Road be denied.

RESPECTFULLY SUBMITTED BY:

[Print name(s), and address of property owned or leased in the neighborhood of 2719 – H Road; and sign your name(s).]

1. Name(s): William E. Penvenke
Address: 2721 1/2 H Rd
Signature(s): William E. Penvenke

2. Name(s): JANET M. POMRENKE
Address: 2721 1/2 H ROAD
Signature(s): Janet M. Pomrenke
3. Name(s): R. E. Hughes & Lonna
Address: 2716 H rd
Signature(s): RE Hughes & Lonna Hughes
4. Name(s): Renate Davenport Renate Davenport
Address: 2708 H Rd
Signature(s): Renate Davenport
5. Name(s): David Dannelley
Address: 2722 H Road
Signature(s): David Dannelley
6. Name(s): Ronno & Jane Ridgely
Address: 815 27 1/4 rd
Signature(s): Ronno & Ridgely
7. Name(s): _____
Address: _____
Signature(s): _____

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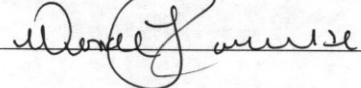
RESPECTFULLY SUBMITTED BY:

[Print name(s), and address of property owned or leased in the neighborhood of 2719 - H Road; and sign your name(s).]

1. Name(s): Marcine Bicalak - Marcine Bicalak
Address: 2721 H Road
Signature(s): Marcine Bicalak

2. Name(s): WENDE POMREANKE

Address: 2721 Y2 H Rdv GRAND Jct CO 81506

Signature(s): 

3. Name(s): _____

Address: _____

Signature(s): _____

4. Name(s): _____

Address: _____

Signature(s): _____

5. Name(s): _____

Address: _____

Signature(s): _____

6. Name(s): _____

Address: _____

Signature(s): _____

7. Name(s): _____

Address: _____

Signature(s): _____

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RESPECTFULLY SUBMITTED BY:

[Print name(s), and address of property owned or leased in the neighborhood of 2719 - H Road; and sign your name(s).]

1. Name(s): Bruce F. Benge

Address: 2711 Skyline Dr. G.J. 81506

Signature(s): Bruce F. Benge

PETITION

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RESPECTFULLY SUBMITTED BY:

[Print name(s), and address of property owned or leased in the neighborhood of 2719 - H Road; and sign your name(s).]

1. Name(s): JAMES & GAIL REDIN

Address: 2723 H. Rd.

Signature(s): Gail Redin Jim Redin

PETITION

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We jointly and collectively request that the application to Rezone 2719 H Road be denied.

RESPECTFULLY SUBMITTED BY:

[Print name(s), and address of property owned or leased in the neighborhood of
2719 - H Road; and sign your name(s).]

1. Name(s): GERALD B + ELIZABETH FEATHER?

Address: 2706 SKYLARK DR, GRAND JCT. CO

Signature(s): Gerald B. Feather Elizabeth A. Feather

2. Name(s): DEWEY + IRENE HAPKEN
Address: 2709 SKYLINE DR., GR. JCT., CO 81506
Signature(s): Dewey Hapken + Irene Hapken
April 20, 2007 April 20, 2007

3. Name(s): Norm + Diane Lindauer
Address: 2703 Skyline Dr. G.J. 81506
Signature(s): Norm Lindauer + Diane Lindauer
5/5/07 5/5/07

4. Name(s): Mark + Misti Schneider
Address: 2708 Skyline Drive G.J. CO 81506
Signature(s): Mark Schneider
5-5-07

5. Name(s): Mel Kahler
Address: 2707 Skyline Dr. G.J. CO
Signature(s): Mel Kahler

6. Name(s): Douglas Corson
Address: 2708 Skyline Dr.
Signature(s): Douglas Corson

7. Name(s): Tom Paul Thomas M Burke
Address: 2710 Skyline Dr.
Signature(s): Tom Paul

Planning Department Commission
City of Grand Junction
City Hall
250 North 5th Street
Grand Junction, CO. 81501

RECEIVED
JUN 26 2007
COMMUNITY DEVELOPMENT
DEPT.

RE: RZ2007-112 Amorelli Rezone-2719 H Road
June 22, 2007

Gentlemen:

I shall be absent from the week of June 24, and will therefore submit this letter in lieu of addressing you in person at the hearing.

I have been visited by both Mr. Amorelli and the opposition to this petition, and have read the Staff Presentation by Mr. Edwards, so understand the thoughts presented by both sides. My feelings are that although my property might increase in value were this rezoning to take place, the incremental disadvantage to the creeping increase in density surrounding me outweighs all. This historically rural area was annexed into the city very recently, and the North side of H Road done so by a short notice, last minute change. Both sides of the road were to be a buffer zone to higher density elsewhere. But the city has steadily spot-rezoned to higher density resulting in a creeping urban sprawl upon that same rural setting.

There need be no more transitions to various densities in the area. "Infill Development", as the Staff Presentation puts it, is a specious argument. Allowing this spot-rezoning will immediately create construction, traffic and noise increases, and adversely affect people along this corridor. Should I and other like-minded opponents fail to quash this petition, other spot rezoning of like kind will be applied for, as residents seek a quieter local, and then no doubt will be granted for reasons similar to this one. The land adjacent to H Road will have to be condemned, the road widened for heavier use, and the character of the rural area ultimately decimated totally. As planners you must see the plain view that there either is to be a buffer zone or there is not; the character of the neighborhood is to be preserved or not. One non-conforming use engenders another, like one domino falling on its neighbor. The idea I had in moving here was that there would be some pastoral pleasure from the surrounding area, not that the greatest density and the highest use of the land is the best use. With due respect to Mr. Morelli, it would be difficult to imagine his vision, as he says, of a "beautiful equestrian oriented small subdivision" which could have as many as 20 structures of different sorts, I am told, on 5.3 acres. He purchased the land, knowing its zoning, and perhaps knowing he might be able to co-op the Commission off its equal responsibility both to plan and preserve for the general welfare, not for a special interest. I therefore strongly oppose this particular type of rezoning, wedged in and across from a neighborhood traditional historical rural character. Yes, lot sizes will be smaller, land values will increase, developers will profit, the city will increase their tax base; but is there no value in protecting those living in traditional neighborhoods, in protecting the beauty around one, in maintaining a "plan" supposedly engendered by a group who took months or even years to perfect it thoughtfully. In short, can money always trump life style or a staff planner alone obviate a long-term plan.

One might equally imagine a staff planner living in this area reaching an opposite, forceful conclusion using some of my personal arguments, were his ox about to be gored.
Thank you for your thoughtful consideration of these matters.

Sincerely,



Virginia Lee Ross
2702 H Road
Grand Junction, CO. 81506

2701-362-00-001

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning Department of the City of Grand Junction for approval of the rezone.

Joseph F. Amorelli 2701-362-00-001
Property Owner (s)

2701-2703 H Rd, GJ, CO 81506
Property Address or Assessors Number


Signed

Dated: 6-20-07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-253-00-250

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning
Department of the City of Grand Junction for approval of the rezone.

~~2706 H R~~ J. W. WIGGINS
Property Owner (s)

2706 H Rd
Property Address or Assessors Number

[Signature]
Signed

Dated: 6/20/07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-362-20-006

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning
Department of the City of Grand Junction for approval of the rezone.

Robuston Landings Trust
Property Owner (s)

2712 Skyline Dr
Property Address or Assessors Number

Thomas E. Robuston Trust
Signed

Dated: *6-20-07*

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-362-20-001

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning Department of the City of Grand Junction for approval of the rezone.

THOMAS F. KARSTEN
Property Owner (s)

704 27 Rd. 81506
Property Address or Assessors Number

Isabel Karsten
Signed

Dated: 6-20-07

Miriam Karsten

Dated: 6-20-07

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-351-51-016

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning Department of the City of Grand Junction for approval of the rezone.

MESA GARFIELD Rental PROPERTIES, LLC
Lucy Kempton, MGR.

Property Owner (s)

798 JOSELYN CT, GJ CO 81506
Property Address or Assessors Number

Signed 

Dated: 6-25-07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

1- 2701-362-35-011
2- 2701-362-00-055

To: The City of Grand Junction
Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone
I/WE wish to agree with the applicant and the Planning
Department of the City of Grand Junction for approval of the rezone.

William Merbel
Property Owner (s)

2701-362-00-055, 2701-362-35-011
Property Address or Assessors Number

William Merbel
Signed

Dated: 6/22/07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

1- 2701-362-35-011
2- 2701-362-00-055

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning
Department of the City of Grand Junction for approval of the rezone.

William Mehel
Property Owner (s)

2701-362-00-055, 2701-362-35-011
Property Address or Assessors Number

William Mehel
Signed

Dated: 6/22/07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-351-57-010

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning
Department of the City of Grand Junction for approval of the rezone.

Bonita J. O'Hara
Property Owner (s)

792 Josilyn Ct.
Property Address or Assessor's Number

Bonita J. O'Hara
Signed

Dated: 6-21-07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-351-57-009

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning
Department of the City of Grand Junction for approval of the rezone.

DEKLEVA Family Trust

Property Owner (s)

790 Josilyn Ct

Property Address or Assessors Number

Jo Ann E. Weklwa
Signed

Dated: 6/21/07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2101-351-57-014

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning
Department of the City of Grand Junction for approval of the rezone.

Richard D. TRUITT
Property Owner (s)

796 1/2 JOSILYN CT
Property Address or Assessors Number

Richard D. Truitt
Signed

Dated: 6-21-07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-362-20-009

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning
Department of the City of Grand Junction for approval of the rezone.

^{Clymer}
F. Channing / Barbara S. Clymer
Property Owner (s)

776 27 Rd GJ
Property Address or Assessors Number

[Signature]
Signed

Dated: 4/21/2007

[Signature]
Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

Dated: 6/21/07

For meeting at City Hall on June 26th, 2007

2701-351-57-012

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning Department of the City of Grand Junction for approval of the rezone.

Arleta N Johnson
Property Owner (s)

794 Joselyn Ct
Property Address or Assessors Number

Arleta N Johnson
Signed

Dated: 6/21/07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING A PARCEL OF LAND FROM

RESIDENTIAL – ONE UNIT PER ACRE (R-1) TO

RESIDENTIAL – TWO UNITS PER ACRE (R-2)

LOCATED AT 2719 H 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 the rezone request from R-1 zone district to the R-2 zone district.

After public notice and public hearing before the Grand Junction City Council, City Council finds the rezone request meets the goals and policies and future land use as set forth by the Growth Plan, Residential Low (1/2 – 2 ac/du). City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied. At the time of development of the property, the applicant will be responsible for sewer line extension.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL DESCRIBED BELOW IS HEREBY ZONED R-2 (RESIDENTIAL–TWO UNITS PER ACRE):

A parcel of land situated in the NW1/4 of the NW1/4, Section 36, T1N, R1W, UM, being more particularly described as follows:

Beginning at a point 487 feet west of the NE corner of the NW1/4 of the NW1/4 of Section 36; thence west 447.67 feet; thence south to the north bank of the Government Highline Canal; thence southeasterly along said north bank to a point south of the POB; thence north to the POB, City of Grand Junction, County of Mesa, Colorado.

Introduced on first reading on the 18th day of July, 2007.

PASSED and ADOPTED on second reading this _____ day of _____, 2007.

Attest:

City Clerk

President of the Council

Attach 9

IGA with Mesa County to Construct a Grand Valley Transit Transfer Station and a Grant Agreement with Mesa County, City of Fruita, and Colorado Department of Transportation for the Funding

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Agreement with Mesa County to Construct a Grand Valley Transit Transfer Station and Grant Agreement with CDOT, Mesa County and City of Fruita for Partial Funding		
File #			
Meeting Day, Date	Wednesday, August 15, 2007		
Placement on the Agenda	Consent		Individual X
Date Prepared	August 7, 2007		
Author Name & Title	Trent Prall, Engineering Manager		
Presenter Name & Title	Tim Moore, Public Works and Planning Director		

Summary: The agreement proposes the City lease its property in the 500 block of South Avenue (aka Steamplant property) to Mesa County in exchange for Mesa County constructing a new transfer station for Grand Valley Transit. The City is also party to the grant agreement with CDOT for the funding.

Action Requested/Recommendation: Authorize the City Manager to sign the attached agreement with Mesa County for construction of a transfer station on the southeast corner of 5th Street and South Avenue and adopt the resolution approving the grant agreement.

Attachments:

1. Agreement to Construct a Transfer Station
2. Grant Agreement
3. Joint Resolution of Mesa County, the City of Grand Junction and the City of Fruita

Background Information: Mesa County has secured federal funding to construct a new transit transfer facility to replace the Mesa College transfer site. GVT currently operates a transfer site within City right of way in the 600 block of South Avenue. Their goal is construct a transit facility on City owned property on the south side of the 500 block of South Avenue (aka Steamplant Property)

The attached agreement provides for the City to lease the Steamplant property to Mesa County in exchange for Mesa County redeveloping the site by constructing a transit transfer station and office facilities on the site. With the underlying environmental contamination on the site, Mesa County was not interested in purchasing the property until the Colorado Department of Health and Environment (CDPHE) had issued the City a No-Action Determination, meaning no further remediation being required. Due to the type of groundwater pollutions and high cost of remediation, CDPHE has advised the City to just wait until the groundwater pollutants dilute to point where they are within the recommended levels. This could take 5-10 years and therefore a lease is proposed in the interim.

Mesa County has already purchased the eastern property in the block (labeled Property B) and will deed that property over to the City upon execution of the agreement.



Other details in the agreement include:

- The City will mitigate the asbestos contamination present on Property A (Steamplant property).
- The City will apply for a No-Action Determination from the Colorado Department of Health and Environment once downstream groundwater contamination levels are within allowable levels.
- Mesa County will not pay for any of the costs associated with groundwater monitoring, nor asbestos or groundwater remediation.
- The term of the lease will be 25 years. The total rent for the term of the lease is proposed at \$2,500 or \$100 per year.
- Mesa County will construct the entire transfer site facilities at its sole expense. It will solely be responsible for the maintenance of the facility.

Schedule.

- The City's 7th Street contractor is backfilling the hole on the site and is 95% complete. The City will complete the backfill of the hole in fall of 2007.
- Mesa County and City are proposed to adopt the agreement the week of August 13.
- After the agreement is signed, then Mesa County will procure a design/build consultant to be on board by mid-October.
- City will complete the asbestos remediation and install underground utility sleeves from Fall 2007 to Spring 2008 depending on schedule of remediation contractor, GVT site plan approval to determine utility locations and GVT contractor construction schedule. GVT will construct the site improvements starting in Spring of 2008.

The City attorney's office has reviewed that attached document.

AGREEMENT TO CONSTRUCT
A TRANSFER STATION

THIS AGREEMENT to construct a Transfer Station (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 2007, by and between THE COUNTY OF MESA, COLORADO (hereinafter referred to as "County "), and THE CITY OF GRAND JUNCTION, COLORADO (hereinafter referred to as "Grand Junction"),

WITNESSETH:

WHEREAS, Grand Junction is the owner of certain real property located in the City of Grand Junction, Mesa County, State of Colorado, which real property is depicted in Exhibit "A", consisting of one (1) page attached hereto and incorporated herein by this reference, which shall be hereinafter referred to as "Property A"; and

WHEREAS, the County is the owner of certain real property located in the City of Grand Junction, Mesa County, State of Colorado, which real property is depicted in Exhibit "A", consisting of one (1) page attached hereto and incorporated herein by this reference, which shall be hereinafter referred to as "Property B"; and

WHEREAS, the Parties are members of the Grand Valley Transit Authority (GVT), which provides bus service within the Grand Valley; and

WHEREAS, the Parties desire to combine and utilize Property A and Property B in order to construct and operate a Transfer Station for the GVT (the "Project").

NOW, THEREFORE, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. It is understood and believed that Property B is presently free from contamination.
2. It is understood and believed that Property A is contaminated. Prior to being acquired by Grand Junction, Property A was used by prior owners, for various industrial uses. As a result of the uses on Property A, Property A was contaminated. Over the years, Grand Junction has performed various environmental studies, however, the full extent of the contamination is not known.
3. Grand Junction has obtained from the Colorado Department of Public Health and Environment (hereinafter "CDPHE") approval for a Voluntary Clean Up Plan (hereinafter "VCUP") for Property A related to asbestos contamination in soil and solvent contamination in groundwater at Property A. As part of the VCUP, Grand Junction has obtained from the CDPHE approval for an Asbestos-

Contaminated Soil Management Plan (hereinafter "Asbestos Plan") for Property A related only to asbestos contamination. As part of this agreement, Grand Junction will accomplish the following:

- a. Conduct and complete the approved Asbestos Plan on or before ninety days, weather permitting, from receipt by Grand Junction of the Project Design;
- b. Obtain third-party confirmation that the Asbestos Plan was implemented;
- c. Continue monitoring groundwater quality at and down gradient from Property A;
- d. Apply for a No-Action Determination from the CDPHE for the entire property at the time that groundwater contamination levels will allow permit CDPHE approval.

4. It is understood and believed that groundwater contamination on Property A is confined to the western area of Property A and that the eastern area of Property A is free from groundwater contamination. The County will not pay any costs associated with groundwater monitoring or remediation.

5. Upon execution of this Agreement, the County shall convey Property B to Grand Junction, by special warranty deed.

6. The County shall design, or cause to be designed, the Project. The Project shall consist of an office building, setbacks, parking lot, shelters, benches, lighting, utilities, curbs, bus lanes, ingress and egress structures and landscaping. Specifications for these elements and features shall be known as the Project Design.

7. Grand Junction shall accomplish a boundary adjustment between the two properties and move the boundary between Property A and Property B a sufficient distance to the west in order to contain entirely the footprint on Property B of the office building and set backs.

8. Upon completion of the boundary adjustment, Grand Junction shall lease the adjusted Property A and adjusted Property B to the County for a term of twenty-five (25) years. Neither property may be separately leased or disposed of until this agreement is rendered null and void and of no effect. The total rent for the term of the lease shall be the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500). A payment of ONE HUNDRED DOLLARS (\$100) shall be made on February 1st of each year for twenty-five years. All such payments shall be made to Grand Junction at the address as set forth in Paragraph 17 of this Agreement on or before the due date and without demand.

9. The Property shall be leased for the purpose of constructing and operating the Project. As such, the County shall have the right to enter and use the Property for said purposes and all aspects of such purposes. Upon request,

the County shall provide to the City the construction plans for the Property and the schedule for construction.

10. The County shall:

a. Construct, or cause to be constructed, the entire Project.

b. Have the right to use Property A and Property B for all Grand Valley Transit purposes, including construction of the Project, placement and movement of vehicles, designating driveways and parking areas, and placement of benches and shelters on the Property related to all services provided by Grand Valley Transit.

c. The Project shall conform to and be reviewed and approved through the Grand Junction Planning Process. The County shall obtain any and all necessary permits for the construction and operation of the Project.

d. Begin construction only when allowed by Grand Junction, the Colorado Department of Transportation (CDOT), and the Colorado Department of Health and Environment (CDPHE).

e. Be able to place advertising on all benches or shelters placed on the Project site.

f. Be able to add additional bus shelters or benches as necessary to facilitate the Project growth. The County shall bear one hundred percent (100%) of the costs of installation of any improvements constructed pursuant to this paragraph.

11. After construction of the Project, and during the twenty-five (25) year term of the lease, the County shall own and operate the Project.

12. The County will, at its sole expense, keep and maintain adjusted Property A and Property B as the boundaries are finally determined, with the exception of any environmental clean up required of Grand Junction, and any appurtenances, in good and sanitary condition and repair during the term of the Lease and any renewal thereof. Without limiting the generality of the foregoing, the County shall not obstruct the site, driveways, sidewalks, or entry ways which shall be used for the purposes of the Lease and ingress and egress only.

13. If The County remains in possession of the Property A and Property B with the consent of Grand Junction after the natural expiration of this Agreement, a new tenancy from year-to-year shall be created between the City and the County which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at ONE HUNDRED AND TWENTY

DOLLARS (120.00) per year and except that such tenancy shall be terminable upon twelve (12) months written notice served by either party.

14. Upon the expiration and non-renewal of the Lease or any extension thereof, the County shall cease use of the Transfer Station and the properties. There shall be no demand that the properties be returned to its original state, or recovery for reasonable use and wear and tear of the site, and/or any damages by the elements. The County shall convey any interest it has in the building(s) and the site to Grand Junction.

15. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado. Venue for any action brought as a result of this Agreement shall be in Mesa County, Colorado.

16. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstance shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

17. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

18. Any notice or other communication given by any party hereto to another relating to this Agreement shall be sent by registered or certified mail, return receipt requested, addressed to such other party at their respective address as set forth below, and such notice or communication shall be deemed given when so mailed.

If to Grand Junction:

Property Manager

250 North 5th Street

Grand Junction, CO 81501

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

If to the County:

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

MESA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____

ATTEST:

Mesa County Clerk and Recorder

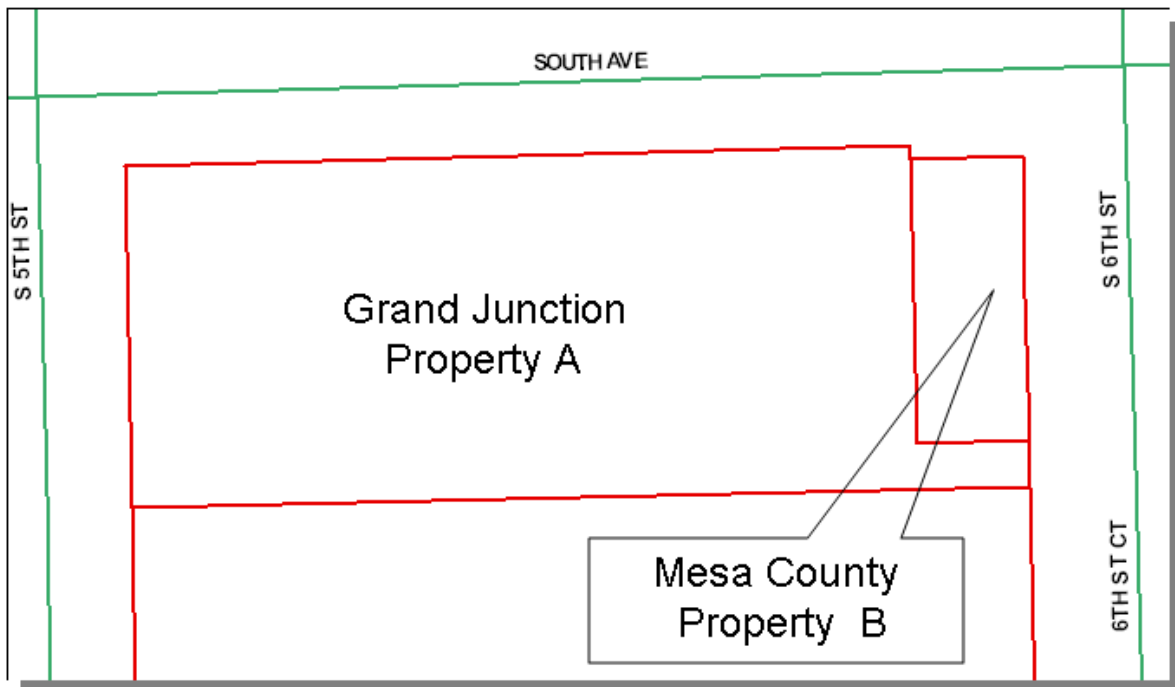
GRAND JUNCTION CITY COUNCIL

BY: _____

ATTEST:

Grand Junction City Clerk

Exhibit A



GRANT AGREEMENT

THIS GRANT AGREEMENT made this ___ day of _____ 20___, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State; the City of Fruita, Colorado, CDOT Vendor 2000311, hereinafter referred to as the City of Fruita; Mesa County, Colorado, hereinafter referred to as Mesa County; and the City of Grand Junction, Colorado, hereinafter referred to as the City of Grand Junction.

RECITALS

- A. WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in G/L Account 451800010, Company Code 1000, CO Area 1000, WBS Element 16196.15.03, Fund 400, Functional Area 1510, Funds Center DT510-010, for a total available funds of \$500,000. The maximum amount payable by the Department shall not exceed \$500,000 which is 100% of the total available cash funds. The local match will be provided as in-kind services and land match, totaling \$125,000 or 20 % of the total available cash funds and is further detailed in Exhibit A. Total project funds, including local in-kind match is \$625,000.
- B. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
- C. Pursuant to 43-4-206(VII)(2)(a)(I) CRS, the State has received approval and funding for implementation of Strategic Transit Project Funds from the Colorado Legislature and/or its Joint Budget Committee.
- D. By Resolution Number TC-1401, the Transportation Commission of Colorado established a Task Force to recommend to the Commission a process for project selection and prioritization.
- E. The State has solicited and reviewed project Applications in accordance with such program criteria and determined which agencies or entities' projects would be most appropriate for funding.
- F. The City of Fruita has submitted a funding Application to carry out a strategic transit project, hereinafter referred to as the Project.
- G. The Task Force recommended to the Commission a list of strategic transit projects for approval and by Resolution Number TC-1455, the Commission approved the list.
- H. The City of Fruita, Mesa County and the City of Grand Junction are all signatories to the Agreement. The City of Fruita will take receipt of the funds, while Mesa County and the City of Grand Junction will carry out various activities of the project as further described in Exhibit A.

- I. The State has funds available and will provide 80% of the total project costs and the Mesa County and/or the City of Grand Junction will provide the 20% local match in the form of land and services for the work.
- J. The City of Fruita, in conjunction with Mesa County and the City of Grand Junction shall comply with all state and other applicable requirements, including the State's general administration of the project through this Agreement, in order to obtain State funds for the project.
- K. The City of Fruita, in cooperation with Mesa County and the City of Grand Junction, shall perform the Work described in the Scope of Work and Conditions attached hereto as Exhibit A.
- L. The City of Fruita, Mesa County and the City of Grand Junction have estimated the total cost of the work and is prepared to accept the State funding for the work, as evidenced by appropriate ordinances or resolutions duly passed and adopted by the authorized representatives of the City of Fruita, the City of Grand Junction and Mesa County, which confirms availability of local match, and expressly authorizes the City of Fruita, Mesa County, and the City of Grand Junction to enter into this Agreement and to complete the work under the project. A copy of these ordinances or resolutions are attached hereto and incorporated herein as Exhibit B.
- M. The City of Fruita, Mesa County, and the City of Grand Junction are adequately staffed and suitably equipped to undertake and satisfactorily complete all of the Work.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work and Conditions

The Project or the Work under this Agreement shall consist of construction of a Transit Facility, in the City of Grand Junction, Colorado, as more specifically described in Exhibit A.

The City of Fruita, Mesa County and the City of Grand Junction have estimated the total cost of the Work to be \$625,000 which is to be funded as follows:

State Funds:	\$500,000
Local Cash Match:	\$0
Local In-kind Match:	\$125,000
Other Funds (if applicable):	\$0
Total Funds:	\$625,000

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Agreement and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in Section 30 of this Agreement
2. This Agreement
3. Exhibit A (Scope of Work)
4. Exhibit G (Project Application)

Section 3. Term

This Agreement shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. For construction related projects, the term of this Agreement shall continue through the completion and final acceptance of the Project by the State and Mesa County and/or the City of Grand Junction. For all other projects, the initial term will expire on June 30, 2008, with the option to extend this time period as outlined in Section 27 of this Agreement.

Section 4. Project Funding Provisions

- A. The City of Fruita, Mesa County and the City of Grand Junction have estimated the total cost of the work (as outlined in Section 1 of this Agreement) and are prepared to accept the State funding for the work, as evidenced by appropriate ordinances or resolutions duly passed and adopted by the authorized representatives of the City of Fruita, Mesa County and the City of Grand Junction, which confirms availability of local match, and expressly authorizes the above agencies to enter into this Agreement and to complete the Project. A copy of these ordinances or resolutions are attached hereto and incorporated herein as Exhibit B.
- B. The maximum amount payable by the State to the City of Fruita under this Agreement shall be \$500,000. It is understood and agreed by the parties hereto that the total cost of the work stated hereinbefore is the best estimate available. If the actual total project costs are less than the estimated total project costs, including as a result of Mesa County's and/or the City of Grand Junction's failure to supply the entire estimated Local share, the State's share shall be reduced proportionately. The term "proportionately" means the ratio of actual expenditures to total planned expenditures for both State and Local shares. In this Agreement, the ratio shall be based on 80% State to 20% Local Match, with the State share not to exceed the amount in Section 1. The City of Fruita, Mesa County, and/or the City of Grand Junction may increase the Local share without further State approval, but this increase shall not increase the State share.
- C. The parties hereto agree that this Agreement is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the Agreement may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

Section 5. Project Payment Provisions

- A. The State will reimburse the City of Fruita for incurred costs relative to the project following the State's review and approval of such charges, subject to the terms and conditions of this Agreement. Provided, however, that charges incurred by the City of Fruita prior to the date this Agreement is executed by the State Controller will not be charged by the City of Fruita on the project, and will not be reimbursed by the State.
- B. The State will reimburse the City of Fruita's reasonable, allocable, allowable costs of performance of the Work, not exceeding the maximum total amount described in Section 4. The applicable principles described in 49 C.F.R. 18 Subpart C (Exhibit C) shall govern the allowability and allocability of costs under this Agreement. The City of Fruita shall comply with all such principles. To be eligible for reimbursement, costs by the City of Fruita shall be:
1. in accordance with the provisions of Section 5 and with the terms and conditions of this Agreement;
 2. necessary for the accomplishment of the Work;
 3. reasonable in the amount for the goods and services provided;
 4. actual net cost to the City of Fruita (i.e. the price paid minus any refunds, rebates, or other items of value received by the City of Fruita that have the effect of reducing the cost actually incurred);
 5. incurred for Work performed after the effective date of this Agreement;
 6. satisfactorily documented.

Examples of ineligible costs include:

1. Staff or administrative overhead costs of the City of Fruita, unless specifically allowed for in the Scope of Work;
 2. Fines and penalties;
 3. Entertainment expenses.
- C. The City of Fruita shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and principles (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted for in a manner consistent with this Agreement and project objectives.
1. All allowable costs charged to the project, including any approved services contributed by the City of Fruita or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in detail the nature of the charges.
 2. Any check or order drawn up by the City of Fruita, including any item which is or will be chargeable against the project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the City of Fruita, which

will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, agreements, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

- D. The City of Fruita will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the project. The City of Fruita's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State.
- E. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this Agreement must be received by the State within 60 days after the end of the Agreement term.
 - 1. Payments pursuant to this Agreement shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
 - 2. In the event this Agreement is terminated, final payment to the City of Fruita may be withheld at the discretion of the State until completion of final audit.
 - 3. Incorrect payments to the City of Fruita due to omission, error, fraud or defalcation shall be recovered from the City of Fruita by deduction from subsequent payment under this Agreement or other agreements between the State and the City of Fruita, or by the State as a debt due to the State.
 - 4. Any costs incurred by the City of Fruita that are not allowable under 49 C.F.R. 18 shall be reimbursed by the City of Fruita, or offset against current obligations due by the State to the City of Fruita, at the State's election.

Section 6. State Interest [Not applicable to studies]

The City of Fruita, Mesa County, and the City of Grand Junction understand and agree that the State retains a State interest in any real property, or equipment financed with State assistance (Project property) until, and to the extent that the State relinquishes its State interest in that Project property, as described in Exhibit A. All State interests in real property or equipment shall survive termination, expiration or cancellation of this Agreement. With respect to any Project property financed with State assistance under this Grant Agreement, the City of Grand Junction agrees to comply with the following:

- A. Use of Project Property. The City of Grand Junction, as the property owner, agrees to use Project property for appropriate Project purposes for the duration of the useful life of that property, as required by the State and set forth in the scope. Should the City of Grand Junction unreasonably delay or fail to use Project property during the useful life of that property, the City of Grand Junction agrees that it may be required to return the entire amount of the State assistance expended on that property. The City of Grand Junction

further agrees to notify the State immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the City of Fruita has made in its Application or in the Project Description for the Grant Agreement.

- B. Maintenance. The City of Grand Junction agrees to maintain Project property in good operating order to the State's satisfaction.
- C. Records. The City of Grand Junction agrees to keep satisfactory records pertaining to the use of Project property, and submit to the State upon request such information as may be required to assure compliance with this Section.
- D. Encumbrance of Project Property. The City of Grand Junction agrees to maintain satisfactory continuing control of Project property as follows:
 - 1. Written Transactions. The City of Grand Junction agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party agreement, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing State interest in that Project property.
 - 2. Oral Transactions. The City of Grand Junction agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - 3. Other Actions. The City of Grand Junction agrees that it will not take any action adversely affecting the State interest in or impair the City of Grand Junction's continuing control of the use of Project property.
- E. Transfer of Project Property. The City of Grand Junction understands and agrees as follows:
 - 1. Local Agency Request. The City of Grand Junction may transfer any Project property financed with State assistance to another public body or private nonprofit entity to be used for the same purpose set forth herein with no further obligation to the State Government, provided the transfer is approved by the State in writing.
 - 2. State Government Direction. The City of Grand Junction agrees that the State may direct the disposition of, and even require the City of Grand Junction to transfer, title to any Project property financed with State assistance under this Grant Agreement if it is found that the Project is not being used for the intended purpose as stated in the Scope of Work.
 - 3. Leasing Project Property to Another Party. If the City of Grand Junction leases any Project property to another party, the City of Grand Junction agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the City of

Grand Junction and lessee, or another similar document, consistent with the project purpose set forth herein. Upon request by the State, the City of Grand Junction agrees to provide a copy of any relevant documents.

F. Disposition of Project Property. The City of Grand Junction agrees that the State may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

1. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the City of Grand Junction agrees as follows:

a) Notification Requirement. The City of Grand Junction agrees to notify the State immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

b) Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The City of Grand Junction agrees that the State retains a State interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the State interest in the Project property shall be determined by the ratio of the State assistance awarded for the property to the actual cost of the property. The City of Grand Junction agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

(1) Equipment. The City of Grand Junction agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment as established or approved by the State. The fair market value of Project equipment shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

(2) Real Property. The City of Grand Junction agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the State, or by straight line depreciation, whichever is greater.

- (3) Exceptional Circumstances. The City of Grand Junction agrees that the State may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the City of Grand Junction may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the State may consider any action taken, omission made, or unfortunate occurrence suffered by the City of Grand Junction with respect to the preservation of Project property withdrawn from appropriate use.
 - c) Financial Obligations to the State. The City of Grand Junction agrees to remit to the State the State interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the City of Grand Junction may fulfill its obligations to remit the State interest by either:
 - (1) Investing an amount equal to the remaining State interest in like-kind property that is eligible for assistance within the scope of the Project that provided State assistance for the Project property prematurely withdrawn from use; or
 - (2) Returning to the State an amount equal to the remaining State interest in the withdrawn Project property.
- G. Insurance Proceeds. If the City of Grand Junction receives insurance proceeds as a result of damage or destruction to the Project property, the City of Grand Junction agrees to:
 1. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 2. Return to the State an amount equal to the remaining State interest in the damaged or destroyed Project property.
- H. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the City of Grand Junction's knowledge and consent, the City of Grand Junction agrees to restore the Project property to its original condition or refund the value of the State interest in that property, as the State may require.
- I. Responsibilities After Project Closeout. The City of Grand Junction agrees that Project closeout by the State will not change the City of Grand Junction's Project property

management responsibilities as stated in this Section of the Grant Agreement.

Section 7. Insurance [If applicable]

At a minimum, the City of Grand Junction agrees to comply with the insurance requirements normally imposed by State and local laws.

- A. The City of Grand Junction shall obtain, and maintain at all times during the term of this Agreement and for the term of State Interest, insurance in the following kinds and amounts:
 1. Workers' Compensation Insurance as required by state statute and Employer's Liability Insurance covering all of City of Grand Junction's and subcontractor's employees acting within the course and scope of their employment.
 2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the City of Grand Junction shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.
 3. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- B. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the Agreement will be primary over any insurance or self-insurance program carried by the State of Colorado.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.
- D. The City of Grand Junction will require all insurance policies in any way related to the Agreement and secured and maintained by the City of Grand Junction to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise,

against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
- F. The City of Grand Junction shall provide certificates showing insurance coverage required by this Agreement to the State within 7 business days of the effective date of the Agreement, but in no event later than the commencement of the services or delivery of the goods under the Agreement. No later than 15 days prior to the expiration date of any such coverage, the City of Grand Junction shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this Agreement, the State may request in writing, and the City of Grand Junction shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.
- G. Notwithstanding subsection A of this section, if the City of Grand Junction is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act”), the City of Grand Junction shall at all times during the term of this Agreement maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the City of Grand Junction shall show proof of such insurance satisfactory to the State.

Section 8. Utilities, Access, Right of Way

If necessary, the Mesa County will be responsible for obtaining the proper clearance or approval from any utility company, Local, State, or Federal Government Agency, or other entity which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 9. Subcontracting Obligations

The Mesa County agrees that any subcontract entered into under this Agreement shall meet all applicable state and federal requirements prior to execution. The Mesa County shall not assign this Agreement without prior written approval to the State; any assignment without such approval shall be void.

Section 10. Procurement Standards

The Mesa County agrees to carry out its procurements consistent with the general procurement standards of the State. The Mesa County agrees to follow the general procurement standards set forth in Exhibit D.

Section 11. Conformance with Law

Mesa County and its agent(s) will adhere to all applicable state and federal laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Further, the Mesa County agrees to comply with the intent and requirements of the National Environmental Policy Act (NEPA) regardless of whether or not there is federal funding involved, as is consistent with CDOT's Environmental Stewardship Guide.

If any federal funds are used in financing the project, then the Mesa County is responsible to ensure compliance with applicable federal rules and regulations, including but not limited to, Uniform Administrative Requirements for Grants (49 CFR Part 18) and the National Environmental Policy Act.

Section 12. Non Discrimination

Mesa County agrees to comply with and ensure any subcontractors comply with, the requirements of:

- A. The American with Disabilities Act, Title II, and its implementing regulations--28 CFR Part 35, and 49 CFR parts 27, 37 and 38; and
- B. The Civil Rights Act of 1964, Titles VI and VII, and their implementing regulations.

Section 13. Disadvantaged Business Enterprise Efforts

Mesa County acknowledges that it is in the best interest of the people of Colorado to promote and encourage the utilization of minority and women-owned business enterprises. Mesa County agrees to encourage the retention of qualified minority and women-owned businesses in carrying out the Project. Mesa County agrees to utilize the resources of CDOT's Center for Equal Opportunity, including its local agency manual at: <http://www.dot.state.co.us/DesignSupport/Local%20Agency%20Manual/2006%20Local%20Agency%20Manual/2006%20Local%20Agency%20Manual.htm>. In addition, Mesa County shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this Project.

If the City of Fruita and/or Mesa County are also receiving federal funds for use with the Project, all funds will be subject to federal DBE requirements per 49 CFR 26.3, and Mesa County will be responsible for ensuring compliance with the DBE requirements of that federal agency.

Section 14. Maintenance Obligations

The City of Grand Junction will maintain and operate the improvements constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State. The City of Grand Junction will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the City of Grand Junction's obligations to maintain such improvements. The State may make periodic inspections of the project to verify that such

improvements are being adequately maintained.

Section 15. Record Keeping, Performance Monitoring and Audits.

The City of Fruita, Mesa County, and the City of Grand Junction shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this Agreement. The City of Fruita, Mesa County, and the City of Grand Junction shall maintain such records for a period of three (3) years after the date of termination of this Agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The City of Fruita, Mesa County, and the City of Grand Junction shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit the project records. The City of Fruita, Mesa County, and the City of Grand Junction shall also permit these same described entities to monitor all activities conducted by the City of Fruita, Mesa County, and the City of Grand Junction pursuant to the terms of this Agreement. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site check, or any other reasonable procedure. Further, the City of Fruita, Mesa County, and the City of Grand Junction shall submit periodic and final reports to the State according to the reporting requirements outlined in the Scope of Work.

Section 16. Termination Provisions

This Agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this Agreement at any time the State determines that the purposes of the distribution of moneys under the Agreement would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the City of Fruita, Mesa County, and the City of Grand Junction and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

- B. Termination for Cause. If, through any cause, the City of Fruita, Mesa County and/or the City of Grand Junction shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the City of Fruita, Mesa County, and/or the City of Grand Junction shall violate any of the covenants, agreements, or stipulations of this Agreement, the State shall thereupon have the right to terminate this Agreement for cause by giving written notice to the City of Fruita, Mesa County, and the City of Grand Junction of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the City of Fruita, Mesa County, and the City of Grand Junction under this Agreement shall, at the option of the State, become its property, and the City of Fruita, Mesa County and/or the City of Grand Junction shall be entitled to receive just and equitable compensation for any materials delivered and accepted. The City of Fruita, Mesa County and/or the City of Grand Junction shall be obligated to return any

payments advanced under the provisions of this Agreement.

Notwithstanding the above, the City of Fruita, Mesa County, and the City of Grand Junction shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Agreement by the City of Fruita, Mesa County and/or the City of Grand Junction, and the State may withhold payment to the City of Fruita for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the City of Fruita, Mesa County and/or the City of Grand Junction is determined.

If after such termination it is determined, for any reason, that the City of Fruita, Mesa County, and/or the City of Grand Junction was not in default or that the City of Fruita's, Mesa County's and/or the City of Grand Junction's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

- C. Termination Due to Loss of Funding. The parties hereto expressly recognize that the City of Fruita is to be paid, reimbursed, or otherwise compensated with State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the City of Fruita, Mesa County, and the City of Grand Junction expressly understand and agree that all its rights, demands and claims to compensation arising under this Agreement are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this Agreement.

Section 17. Legal Authority

The City of Fruita, City of Grand Junction and Mesa County warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the City of Fruita, City of Grand Junction and Mesa County to its terms. The person(s) executing this Agreement on behalf of the City of Fruita, City of Grand Junction and Mesa County warrants that such person(s) has full authorization to execute this Agreement, as further represented by the resolution/ordinance executed by the governing body of the City of Fruita, City of Grand Junction and Mesa County.

This Agreement and any modification hereof may be executed by facsimile and in separate counterparts which together shall constitute a single instrument.

Section 18. Representatives and Notice

For the purposes of this Agreement, the representative for each party is as designated in the Scope of Work. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or

change or representative shall be treated as any other notice.

Section 19. Successors

Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 20. Third Party Beneficiaries

It is expressly understood and agreed that 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 State and the City of Fruita, City of Grand Junction and Mesa County. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the City of Fruita, City of Grand Junction and Mesa County that any such person or entity, other than the State or the City of Fruita, City of Grand Junction and Mesa County receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

Section 21. Governmental Immunity

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 22. Severability

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 23. Waiver

The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 24. Entire Understanding

This Agreement is intended as the complete integration of all understandings between the parties.

No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 25. Survival of Agreement Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the City of Fruita, City of Grand Junction and Mesa County.

Section 26. Modification and Amendment

This Agreement is subject to such modifications as may be required by changes in State law or implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both parties.

Section 27. Option Letters

Option Letters may be used to extend Agreement term, increase or decrease amount of goods/services, and increase or decrease total contract value.

- A. For use when extending services: The State may require continued performance for services at the rates and terms specified in the Agreement. The State may exercise the option by written notice to the City of Fruita, City of Grand Junction and Mesa County within 30 days prior to the end of the current Agreement term in a form substantially equivalent to Exhibit E. If the State exercises this option, the extended Agreement will be considered to include this option provision. The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed 5 years.
- B. For use when increasing quantities: The State may increase the quantity of goods/services described in paragraph/schedule/exhibit at the unit prices established in the Agreement. The State may exercise the option by written notice to the City of Fruita, City of Grand Junction and Mesa County within 30 days before the option begins in a form substantially equivalent to Exhibit E. Delivery/performance of the goods/service shall continue at the same rate and under the same terms as established in the Agreement.
- C. For use when increasing or decreasing the total Agreement price: The State may unilaterally increase/decrease the maximum amount payable under this Agreement based upon the unit prices established in the Agreement and the schedule of services required, as set by the State. The State may exercise the option by providing a fully executed option to the City of Fruita, City of Grand Junction and Mesa County, in a form substantially equivalent to Exhibit E, immediately upon signature of the State Controller

or his delegate. Performance of the service shall continue at the same rate and under the same terms as established in the Agreement.

Section 28. Change Order Letters

Bilateral changes within the general scope of the Agreement, as defined in Exhibit A, may be executed using the change order letter process described in this paragraph and a form substantially equivalent to the sample change order letter attached as Exhibit F for any of the following reasons.

- A. Where the agreed changes to the specifications result in an adjustment to the price, delivery schedule, or time of performance.
- B. Where the agreed changes result in no adjustment to the price, delivery schedule, or time of performance. The change order shall contain a mutual release of claims for adjustment of price, schedules, or time of performance.
- C. Where the changes to the Agreement are priced based on the unit prices to be paid for the goods and/or services established in the Agreement.
- D. Where the changes to the Agreement are priced equal to or less than established catalog generally extended to the public or on prices or rates set by law or regulation.

Other bilateral modifications not within the terms of this paragraph must be executed by formal amendment to the Agreement, approved in accordance with state law.

Section 29. Disputes

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement will be decided by the Executive Director or authorized designee of the Department of Transportation. The decision will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the City of Fruita, City of Grand Junction and Mesa County mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the City of Fruita, City of Grand Junction and Mesa County shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the City of Fruita, City of Grand Junction and Mesa County shall proceed diligently with the performance of the Agreement in accordance with the decision. The decision of the Executive Director or designee for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law. Further, the Parties agree to follow this dispute resolution procedure prior to filing any action on a dispute in any court of law, and the Parties deem any applicable statute of limitation or repose to be tolled until sixty (60) days after final agency action by the Executive Director.

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Section 30.

SPECIAL PROVISIONS

The Special Provisions apply to all agreements except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This Agreement shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.** Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
[Applicable Only to Intergovernmental Agreements] No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.
4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.
5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.
6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.
7. **[Not Applicable to Intergovernmental Agreements] VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.
10. **[Not Applicable to Intergovernmental Agreements]. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.** Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages. Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions

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of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised October 25, 2006

Effective Date of Special Provisions: August 7, 2006

CONTRACT SIGNATURE PAGES

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CITY OF FRUITA, COLORADO :

By _____

Title _____

ATTEST:

By _____

Title _____

APPROVED AS TO FORM:

By _____

Title _____

MESA COUNTY, COLORADO :

By _____

Title _____

ATTEST:

By _____

Title _____

APPROVED AS TO FORM:

By _____

Title _____

CITY OF GRAND JUNCTION, COLORADO :

By _____

Title _____

ATTEST:

By _____

Title _____

APPROVED AS TO FORM:

By _____

Title _____

STATE OF COLORADO :

BILL RITTER, JR. GOVERNOR

By _____
Executive Director

Department of Transportation

Date _____

LEGAL REVIEW:
Attorney General, John W. Suthers

By _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

STATE CONTROLLER
Leslie M. Shenefelt

By _____

Date _____

Revised January 9, 2007

COFRSRoutingNo: 07-HTD-00104
SAP ID: 291000236

EXHIBIT A

SCOPE OF WORK AND CONDITIONS

EXHIBIT A

SCOPE OF WORK AND CONDITIONS

Recipient Organization Information:

City of Fruita, Colorado, on behalf of Grand Valley Transit
325 Aspen Avenue
Fruita, CO 81521

Project Contact Information:

Clinton Kinney, Fruita City Manager
Todd Hollenbeck, Mesa County Transit Coordinator
Phone: 970-255-7168 Fax: 970-256-1462
Email: clint@fruita.org / Todd.Hollenbeck@mesacounty.us

Tim Moore, Director, Public Works and Planning, City of Grand Junction
Phone: 970-244-1557 Fax: 970-256-4022
E-mail: timmm@gjcity.org

CDOT Contact Information:

Tom Mauser
Modal Programs Manager, Division of Transportation Development
4201 E. Arkansas Avenue
Denver, CO 80222
Ph: (303) 757-9768 Fax: (303) 757-9727
Email: Tom.Mauser@dot.state.co.us

Project Overview:

The Project consists of design and construction of a Grand Valley Transit (GVT) Transfer and Operations Center and will relocate both the current transfer site housed at Mesa State College and the current operations center located at 802 1st Avenue in Grand Junction. GVT is the public transportation system sponsored by Mesa County government serving the region. The project will be completed in two phases. Phase I will be funded with \$500,000 FY06 SB1 funds and will focus on site preparation, including completion of final site environmental clean-up and facility design. Phase II will be facility construction, to be funded with \$2.7M FY07 SB1 funds and will be made available via Change Order to this contract along with amended scope. At the end of Phase I the site will be ready for facility construction.

The preferred project site is located at the "Old Steam Plant," a City of Grand Junction-owned

parcel at the corner of South Avenue and 5th Street. The parcel is approximately 1.5 acres in size. Conceptual site plans indicate that this location could jointly house an operations center, as well as ancillary Mesa County Regional Transportation Planning office staff directly related to transit planning. This operations center will include additional passenger amenities such as ticketing, waiting areas, and restroom facilities.

The operations portion of the facility will consist of a building, approximately 6,000 square feet in size, with 1,200 square feet of parking. The transfer portion of the facility will be approximately 46,500 square feet to include shelters, public restrooms, storage, bus parking, bus circulation space and landscaping. The facility will have the ability to transfer up to 8 busses using 8 bus pullout bays, with additional transfer capability on-street for future expansion or projects to accommodate future inter-city transportation.

Ongoing operational funding for the center will be facilitated through the yearly budget process and may be supplemented with Federal Transit Administration funds. The operations portion of the facility will be leased to the GVT contract operator.

The proposed SB1 project is being conducted jointly by the City of Fruita, City of Grand Junction and Mesa County and all are parties to this Agreement with the State. The City of Fruita will receive all SB1 funds from the State, conduct all accounting activities associated with the administration of the SB1 funds, and issue all invoices for reimbursement to CDOT. The City of Grand Junction will provide the property on which construction of the proposed facility will take place, conduct any environmental mitigation required for the use of the funding proposed, and will ultimately be the facility as the owner. Additionally, Grand Junction will lease the facility to Mesa County for the purpose of providing public transit services and will provide annual certification for a period of ten years to CDOT that the facility is being used for public transit services. Mesa County responsibilities include procurement of all services required for the design and construction of the proposed facility, construction management of the facility, environmental remediation completion for the site, and operation of the Grand Valley Transit public transit system.

The City of Fruita will be the recipient of SB97-01 funds for the purpose of building the proposed facility for GVT. The City of Fruita and Mesa County will be parties to a contract that provides for Mesa County to be responsible for fulfilling the terms of the CDOT Agreement for SB97-01 funds with the City of Fruita. The State is aware and approves of this arrangement. The property and facility will be owned by the City of Grand Junction and leased to Mesa County for the purposes of operating GVT. The City of Grand Junction will provide a copy of the lease to the State for review. Mesa County, as a term of the lease from the City of Grand Junction, will be responsible for annual certification to CDOT concerning GVT's use of the proposed facility.

Project Budget and Funding:

ESTIMATED PROJECT COSTS PHASE I & II		
Project Task	SB1 Funds	Local Funds (Property & Services)
Project Management		\$100,000
Previous Property Acquisition		\$ 320,000
Addl. Property Parcel Acquisition		\$ 80,000
Environmental Clean-up		\$300,000
Project Design	\$ 320,000	
Site-Preparation	\$ 180,000	
Total Project Construction	\$2,700,000	
Total costs:	\$3,200,000	\$800,000

FUNDING SOURCES PHASE I		
Source	State Funds	Local Match (In-kind Services and Land)
SB1	\$500,000	
Mesa County Land Acquisition		\$ 80,000
Mesa County Payment for Environmental Consultants		\$ 45,000
Total:	\$500, 000	\$125,000

TOTAL PROJECT FUNDING SOURCES Phase I & II		
Source	State Funds	Local Match
SB1	\$3,200,000	

Mesa County Land Acquisition		\$ 80, 000
Mesa County Payment for Environmental Consultants		\$ 50,000
City of Grand Junction Environmental Clean-up Payments		\$250,000
City of Grand Junction Owned Project Property		\$320,000
Local Project Management Costs		\$100,000
Total Funds:	\$3,200,000	\$800,000

The City of Fruita will provide documentation of the local match funds, in the form of appraisals, bills of sale, and invoices, as appropriate for each item.

Phase I tasks include facility design, site preparation for construction and final environmental remediation. It is understood the State is providing \$500,000 in SB1 funds under the terms of this Agreement for Phase I facility design and site preparation tasks. All environmental remediation activities will be paid with local funds. It is further understood that Phase II of the Project will be implemented only if the State has adequate SB1 funds with which to contract with the City of Fruita. Should it be determined the State has adequate SB1 funds with which to contract with the City, such funds will be provided by means of bilateral change order execution.

Contractor Selection Process:

Mesa County will act as the procurement agency on behalf of the City of Fruita for the project. Following FTA procurement guidelines used for all Grand Valley Transit procurements, Mesa County will conduct a Request for Proposal (RFP) process that solicits responses from design/build professional service providers. Responses to the RFP will be asked to submit questions in writing and answers will be shared with all respondents to the process. A committee of Mesa County government professionals and elected officials will be convened to evaluate responses to the RFP and to make selection based on the quality of the response and the proposed cost to complete the project.

Estimated Project Tasks Completion Dates:

Phase I

Procurement for Design/Build Contractor – June 2007
 Finish Design – November 2007
 Finish property environmental clearance – November 2007

Phase II (Dependant on receipt of FY07 SB1 Funds)

Receipt of SB1 FY07 funds for Phase II - January 2008
 Begin Construction – January 2008
 Finish Construction – August 2008

Environmental Clearances:

This property is in the reclamation process through the City of Grand Junction and the State of Colorado. The environmental clean-up associated with the City of Grand Junction's parcel is a process associated with the Colorado Department of Health and is not associated with the environmental clearance (or NEPA) process required for the proposed source of funds. Mesa County is responsible for receiving all relevant environmental clearances from CDOT Region 3 prior to facility construction.

State Interest:

The State's interest in the facility is for the duration of 10 years. If during that period, the facility owner (the City of Grand Junction) wishes to withdraw the facility from the stated use, the City of Grand Junction agrees to follow disposition procedures outlined in Section 6 of this Agreement and to notify and confer with CDOT.

Project Measurement and Reporting:

This project will allow GVT to provide continued transit access to critical destinations given that the timed transfers are a major component of the design and operational characteristics of the system. This project will provide increased access to the downtown Grand Junction area, which has a variety of human service agencies, the Justice Center/Courthouse, City Hall, the library, numerous banking and shopping, as well as additional transit activity centers.

Ridership is anticipated to increase by approximately 15% due to providing direct access (non-transfer) from all routes serving the City of Grand Junction to the downtown Grand Junction retail and government services. Outcomes will be measured and monitored in two ways:

- **Rider Satisfaction Survey** – This type of survey is conducted on a yearly basis. It will allow us to see how the riders value the services that are provided and to gauge how the new transfer facility has improved service to riders.
- **Monthly and Annual Ridership Statistics** – Monthly statistics are compiled to track ridership information. This information tracks the growth and monthly variation in ridership. Average daily ridership from the 2004-2006 will be used as a baseline for measuring ridership increases. The average daily ridership for these three years is 2,441 riders.

Benefits of the project will not be realized until Phase II is completed and the Center is open.

The City of Fruita agrees to submit invoices for reimbursement no more than monthly and include with each submittal an update detailing the project's progress. Because the local match contribution for this Project consists of property and services, for each billing the city will detail the local contribution for that invoice cycle. Additionally, the City of Grand Junction agrees to submit to CDOT annually, certification verifying use of the transportation center for the intended purpose and project measurement reports as requested by CDOT.

EXHIBIT B
LOCAL AGENCY
ORDINANCE
or
RESOLUTION

EXHIBIT C

49 C.F.R. 18 SUBPART C

49 CFR 18 Subpart C -- Post-Award Requirements

Financial Administration

Sec. 18.20 Standards for financial management systems.

(a) A State must expand and account for grant funds in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as its subgrantees and cost-type contractors, must be sufficient to--

- (1) Permit preparation of reports required by this part and the statutes authorizing the grant, and
- (2) Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

(b) The financial management systems of other grantees and subgrantees must meet the following standards:

- (1) Financial reporting. Accurate, current, and complete disclosure of the financial results of financially-assisted activities must be made in accordance with the financial reporting requirements of the grant or subgrant.
- (2) Accounting records. Grantees and subgrantees must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
- (3) Internal control. Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property, and other assets. Grantees and subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
- (4) Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant or subgrant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or subgrant agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
- (5) Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.
- (6) Source documentation. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.
- (7) Cash management. [NOT APPLICABLE]

(c) [NOT APPLICABLE]

(d) [NOT APPLICABLE]

Sec. 18.21 Payment. [NOT APPLICABLE]

Sec. 18.22 Allowable costs.

(a) Limitation on use of funds. Grant funds may be used only for:

- (1) The allowable costs of the grantees, subgrantees and cost-type contractors, including allowable costs in the form of payments to fixed-price contractors; and
- (2) Reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the grantee or subgrantee.

(b) Applicable cost principles. For each kind of organization, there is a set of Federal principles for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The following chart lists the kinds of organizations and the applicable cost principles.

For the costs of a	Use the principles in--
State, local or Indian tribal government.	OMB Circular A-87.
Private nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A122 as not subject to that circular.	OMB Circular A-122.
Educational institutions.	OMB Circular A-21.
For-profit organization other than a hospital and an organization named in OMB Circular A122 as not subject to that circular.	48 CFR part 31. Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the Federal agency.

(c) [NOT APPLICABLE]

(d) [NOT APPLICABLE]

(e) [NOT APPLICABLE]

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EXHIBIT D

GENERAL PROCUREMENT STANDARDS

General Procurement Standards

1. Maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order.
2. Maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.
3. Maintain procedures that provide for the review of proposed procurements to avoid purchase of unnecessary or duplicative items.
4. Use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
5. Make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
6. Maintain records sufficient to detail the significant history of the procurement. Including:
 - a. Rationale for the method of procurement
 - b. Selection of contract type
 - c. Contractor selection or rejection
 - d. Basis for the contract price
 - e. Other
7. Maintain protest procedures to handle and resolve disputes relating to procurements.
8. All procurement transactions shall be conducted in a manner providing full and open competition.
9. Maintain written selection procedures for procurement transactions
10. Ensure that all pre-qualified list of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
11. Method of procurements to be followed:
 - a. Small Purchase – are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$150,000.00. If small purchase procedures are used, price or rate quotation shall be obtained from at least three sources. Quotations will be in writing if for goods in excess of \$10,000 and if for services in excess of \$25,000.00.
 - b. Formal Sealed Bids – Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is

the lowest in price. This method is preferred for procuring construction. If this method is used the following requirements apply:

- i. Must be publicly advertised
 - ii. Must give at least 14 days for bidders to respond
 - iii. Must include any specifications and pertinent attachments to all bidders to respond properly
 - iv. All bids will be publicly opened at the time and place prescribed in the invitation for bid
 - v. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder.
 - vi. Any or all bids may be rejected if there is a sound documented reason
- c. Competitive Proposals – is generally used when conditions are not appropriate for the use of sealed bids. If this method is used the following requirements apply:
- i. Request for proposals will be publicized
 - ii. Identify all evaluation factors and their relative importance
 - iii. Proposals will be solicited from an adequate number of qualified sources
 - iv. Have a method for conducting technical evaluation of the proposals received and for selecting awardees
 - v. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered
 - vi. May be used for qualifications-based procurement of architectural/engineering professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected. Note – the method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms.
- d. Noncompetitive Proposals - may be used only when the award of a contract is infeasible under the other three methods and the following circumstances applies:
- i. The item is available only from a single source;
 - ii. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
 - iii. The awarding agency authorizes noncompetitive proposals; or
 - iv. After solicitation of a number of sources, competition is determined inadequate.

12. Small, Minority and Women owned business enterprise and labor surplus area firms - Take affirmative steps to assure that minority and women business enterprises, and labor surplus area firms are used when possible.
 - i. Placing qualified firms on solicitation lists;
 - ii. Assuring that firms are solicited whenever they are potential sources;
 - iii. Dividing total quantities to permit maximum participation
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by S/M/W owned firms.
 - v. Using the services of the Small Business Administration, Minority Business Development Agency of the Department of Commerce, the CDOT EO office or other agencies that qualify S/M/W owned firms.

13. Bonding requirements – For construction or facility improvement contracts or subcontracts exceeding \$100,000.00

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EXHIBIT E

SAMPLE OPTION LETTER

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EXHIBIT E

SAMPLE OPTION LETTER

OPTION LETTER

Date: _____ State Fiscal Year: _____ Option Letter No. _____

SUBJECT: *(Please indicate purpose by choosing one of the following)*

- 1 - Option to renew only (for an additional term)**
- 2 - Change in the amount of goods within current term**
- 3 - Change in amount of goods in conjunction with renewal for additional term**
- 4 - Level of service change within current term**
- 5- Level of service change in conjunction with renewal for additional term**

In accordance with Paragraph(s) _____ of contract routing number **FY Agency Routing**, between the State of Colorado, Department of Transportation, and **contractor's name** the state hereby exercises the option for an additional term of **include performance period here** at a cost/price specified in Paragraph/Section/Provision _____, AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Paragraph/Schedule/Exhibit _____.

The amount of the current Fiscal Year contract value is increased/decreased by \$ _____ to a new contract value of \$ _____ to satisfy services/goods ordered under the contract for the current fiscal year **indicate Fiscal Year**. The first sentence in Paragraph/Section/Provision _____ is hereby modified accordingly.

Fund	CO	PR	PO	Func	G/L Account	Fund Ctr	WBS/ Project	Amount

The total contract value to include all previous amendments, option letters, etc. is \$ _____.

APPROVALS:

State of Colorado:

Bill Ritter Jr., Governor

By: _____ Date:

_____ Executive Director

Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

Exhibit E

COFRSRoutingNo: 07-HTD-00104
SAP ID: 291000236

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

**State Controller
Leslie M. Shenefelt**

By: _____
Date: _____

COFRSRoutingNo: 07-HTD-00104
SAP ID: 291000236

EXHIBIT F
SAMPLE CHANGE ORDER LETTER

SAMPLE BILATERAL CHANGE ORDER LETTER

Date: _____ State Fiscal Year: _____ Bilateral Change Order Letter No. _____

In accordance with Paragraph _____ of contract routing number *(FY) (Agency) (Routing #)* between the State of Colorado Department of or Higher Ed Institution *(agency name) (division)* and *(contractor's name)* covering the period of *(include performance period here)* the undersigned agree that the supplies/services affected by this change letter are modified as follows:

Choice #1: Services/Supplies

Exhibit/Attachment _____, Schedule of Equipment for Maintenance or Schedule of Delivery, is amended by *(adding/deleting)* or *(increasing/decreasing)* the level of services. The term of this contract is hereby modified by *(increasing/decreasing)* the ending term date as appropriate to the change made above.

Choice #2: Price/Cost

The maximum amount payable by the State for *(service/commodity)* in Paragraph/Schedule/Exhibit/Attachment/Provision/Section _____ is *(increased/decreased)* by *(\$ amount of change)* to a new total of (\$____) based on the unit pricing schedule in Exhibit/Attachment _____. The first sentence in Paragraph_____ is hereby modified accordingly.

The total contract value to include all previous amendments, change orders, etc. is (\$_____).

Choice #3: No Cost Change

The parties agree that the changes made herein are "no cost" changes and shall not be the basis for claims for adjustment to price, cost ceiling, delivery schedule, or other terms or conditions of the contract. The parties waive and release each other from any claims or demands for adjustment to the contract, including but not limited to price, cost, and schedule, whether based on costs of changed work or direct or indirect impacts on unchanged work.

[Include this sentence]: The effective date of this change order is upon approval of the State Controller or *(date)*, 20 __ whichever is later.

Please sign, date, and return all copies of this letter on or before _____ 20_____.

APPROVALS:

Contractor Name:

By: _____
Name: _____
Title: _____

State of Colorado:
Bill Ritter, Jr., Governor

For the Executive Director
Colorado Department of Transportation

Exhibit F

COFRSRoutingNo: 07-HTD-00104
SAP ID: 291000236

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

**State Controller
Leslie M. Shenefelt**

By: _____

Date: _____

Effective:
January 9, 2007

COFRSRoutingNo: 07-HTD-00104
SAP ID: 291000236

EXHIBIT G
PROJECT APPLICATION

Strategic Transit Project Application Form

Applicant Organization: City of Fruita, Colorado, on behalf of Grand Valley Transit (GVT)
Applicant address: 325 Aspen Avenue, Fruita, CO 81521
Contact person: Clinton Kinney, Fruita City Manager
 Todd Hollenbeck, Mesa County Transit Coordinator
Phone: 970-255-7168
FAX: 970-256-1462
Email address: clint@fruita.org OR Todd.Hollenbeck@mesacounty.us

1. **Project Title and Descriptive Title: (limit to 25 words)**
 Grand Valley Transit (GVT) Transfer/Operations facility to be located on 5th Street and South Avenue in the downtown area of Grand Junction.
2. **What is the total project cost?** \$4.0 million
What is the total amount of State funding requested? \$3.2 million
3. **Type of Project:**
 Bus transfer/intermodal facility: X
4. **Applicant Information and Description of Transit Program:**
 Grand Valley Transit is operated by the Regional Transportation Planning Office, the MPO for the Grand Valley area. Fixed-route service is provided 11 hours per day, six days per week on 60-minute headways. Eleven routes serve the City of Grand Junction, Palisade, Fruita, the Clifton area, as well as limited other county areas. Target markets mostly include the transportation disadvantaged, including the elderly and disabled, to access employment, education medical, shopping, and personal business. Complementary paratransit service under ADA regulations is provided as well. Transfers are currently conducted at Mesa State College at 12th Street and Orchard Avenue.
5. **Project Description:**
 This project will:
 - Increase ridership by providing direct access (non-transfer) from all routes serving the City of Grand Junction to the downtown Grand Junction retail and government services. Downtown Grand Junction is one of the largest employment bases in Mesa County. Having non-transfer, direct access to this critical destination is estimated to increase ridership by 15%.
 - Increase direct access to the critical destination of downtown Grand Junction. City services, county services, School District 51 services, federal services and state services are all represented in downtown, as well a vast amount of retail services. The downtown Grand Junction area has 600 businesses, 3000 employees and an average of 5000 daily visitors.

The GVT Transfer and Operations Center Project consists of relocating both the current transfer site housed at Mesa State College as well as the current operations center located at 201 South Avenue in Union Station train depot. Relocation of the transfer site is being driven by Mesa State College's expansion needs and by the desire to locate the site nearer a more popular destination. Based upon the 2030 Transit Element, planning began to site appropriate locations for transfer and operations functions for GVT. Site selection planning is being conducted through a contract with a consultant.

The preferred site is located at the "Old Steam Plant," a City owned parcel at the corner of South Avenue and 5th Street. This property is in the reclamation process through the City and the State of Colorado. The parcel is approximately 1.2 acres in size, with an adjoining parcel which is likely to be purchased as part of the redevelopment of this area. Conceptual site plans indicate that this location could jointly house an operations center as well as ancillary RTPO staff directly related to transit planning. This operations center would have additional passenger amenities such as ticketing, waiting areas, and desperately needed restrooms facilities for passengers.

The project would complete the transfer sites throughout the service area, with additional transfer points in the Clifton area, to the east, and the Mesa Mall transfer center to the west, of downtown. Based upon an Origin-Destination study in 2006, a great deal of boarding and alighting are occurring in the downtown area, as well as many of the trip origins and destinations were shown to exist in the downtown, indicating that the downtown area would be an ideal location for a transfer center.

The transfer center is estimated to cost between \$1.4 million to \$1.5 million for design, engineering, and construction. This includes a pedestrian plaza with shelters, public restrooms, parking, and landscaping. The operations portion of the project is anticipated to cost an addition \$3.0 million for engineering, design, and construction. This is based upon estimated costs for planning purposes, not engineering estimates.

6. **What is the strategic importance of implementing this particular project?**
- (a) If you are applying on the basis of the project increasing ridership through improving transit connections between communities, please describe how the project would do so:**
- Increase ridership by providing direct access (non-transfer) from all routes serving the City of Grand Junction to the downtown Grand Junction retail and government services. Downtown Grand Junction is one of the largest employment bases in Mesa County. Having non-transfer, direct access to this critical destination is estimated to increase ridership by 15%.
- (b) If you are applying on the basis of the project increasing access to critical destinations, please describe how the project would do so:**
- This project will allow GVT to provide continued transit access to critical

destinations given that the timed transfers are a major component of the design and operational characteristics of the system. Given that the current transfer center at Mesa State College is to be utilized for an alternate land use in the near future, the success of GVT operations depends upon locating a suitable transfer site. This project will provide increased access to the downtown Grand Junction area which has a variety of human service agencies, the Justice Center/Courthouse, City Hall, the library, numerous banking and shopping, as well as additional transit activity centers.

7. **In which calendar years do you desire specific amounts of funding for this project?**
- | | |
|------|--------------------|
| 2006 | <u>\$500,000</u> |
| 2007 | <u>\$2,700,000</u> |

The RTPO is in the process of completing a Transfer/Operations Site Selection Study and Categorical Exclusion. It is anticipated that the City of Grand Junction will mitigate known environmental issues by early fall of 2006. The 2006 request is to complete design, engineering, site preparation. The 2007 request is to complete construction of the facility.

8. **Are there any special circumstances that require that funding be in the specific years requested? (How flexible are the specific years?)**
There are no specific requirements that the funding be in a specific year. However, the project will be ready to proceed in the fall of 2006.
9. **From where will you obtain/provide the local 20% matching funds?**
Local match will be provided through Mesa County, City of Grand Junction and federal sources. Grand Junction will provide local match in the form of land value and reclamation costs of the City owned property. This value is estimated at approximately \$800,000.
10. **Describe the commitment of your organization to maintaining the project and sustaining the service that would be provided over the life of the project.**
Current operations costs for the leased contractor facilities and the current transfer site will be transferred to the new facilities. The entities involved have committed available federal and local funds to operate, capitalize and maintain the GVT system through a multiple year inter-governmental agreement.
11. **Describe the “readiness” of the project. Are any additional steps necessary prior to being able to expend the funds? (e.g. NEPA clearances, commitments from other partners, legal commitments).**
This project will be ready to proceed in the fall of 2006. Currently, planning regarding site selection is nearing completion. A Categorical Exclusion application is proceeding for the preferred site and will be completed in 2006.

12. Is this proposed project consistent with regional priorities as expressed through the regional planning process and within your TPR's Regional Transportation Plan?

The 2003 Regional Transportation Plan – Transit Element, recommended a transfer and operations. This is a regional priority for the continuation of operations. The current lease on the transfer site is being revoked due to plans for college expansion. The proposed strategic project is also projected to be completed in the Grand Valley Metropolitan Planning Organization 2007 – 2012 Transportation Improvement Program.

13. Describe how you think the project provides economic vitality to the community, region and state. Indicate if the project specifically addresses environmental justice objectives.

- 600 businesses would have non-transfer access to the GVT system
- 3000 employees would be able to access their employment
- An average of 5000 daily downtown critical destination visitors would be able to access the area on GVT.
- Will enhance the system by providing direct access to lower income portions of the Grand Valley Urban Area to the critical downtown destination and the government services and retail opportunities it provides.

This project will enhance the downtown area of Grand Junction by reclaiming property which is suitable for this type of use and does not remove any property from current tax base. Based upon an Origin-Destination study completed in 2006, many bus patrons use the system to travel to-and-from the downtown area, thereby bringing in addition persons to the business district. A transfer center at this critical destination will improve access to activity centers both via direct transit access and through multi-modal access such as walking or biking directly from the new transfer/operations center.

14. Describe how you think the project increases mobility on congested portions of the state highway system.

- Will provide an estimated 1.2% reduction in overall Vehicle Miles Traveled on Mesa County state highway corridors with the transfer facility located in downtown Grand Junction.

The new transfer facility will greatly affect the current route structure. The US 6 corridor routes will be restructured to provide additional service on that corridor. It is envisioned that the new location will be more centrally located and allow commuters on the US 6 corridor to more readily access the downtown area via transit services. No transfers will need to be made to reach this vital part of Grand Junction, as is occurring now with the current transfer center. Without the need to transfer to reach the downtown area, workers, shoppers and those needing all levels of government services will have the choice to use transit instead of using US 6, US 50, I70B and I70. The choice of transit will extend the useful life of the current lane miles on these vital state corridors. We can estimate that this link to the critical downtown destination

15. Indicate whether your project leverages funding from other sources or offers an overmatch.

The project will leverage additional City, County and federal funds for enhancements of the area. Overmatch will be provided through the participating entities provision of products to assist with landscaping and construction of the new facility.

16. Please provide any other pertinent information regarding the project.

Currently, Mesa State College has plans for the current transfer center property located on the campus. The College is in the planning process for a new recreation and parking area at the current location. It is vital to the success and future operations of a GVT, who provides nearly 75,000 trips per month, to construct a new transfer facility. It is beneficial to co-locate GVT operations from this site, as well as additional functions of the RTPO directly related to transit. Without this funding, it is likely that GVT would have to move to a temporary transfer facility until funding becomes available at a later time, thereby disrupting transit service to passengers over an unspecified length of time.

**JOINT RESOLUTION OF MESA COUNTY, THE CITY OF GRAND JUNCTION, AND
THE CITY OF FRUITA**

MESA COUNTY RESOLUTION NO. MCM _____

CITY OF GRAND JUNCTION RESOLUTION NO. ____-07

CITY OF FRUITA RESOLUTION NO. _____

**A JOINT RESOLUTION AUTHORIZING THE BOARD/COUNCIL CHAIR'S TO
ENTER INTO AN AGREEMENT WITH THE STATE DEPARTMENT OF
TRANSPORTATION, DIVISION OF TRANSPORTATION DEVELOPMENT,
FOR THE PROVISION OF A STRATEGIC TRANSIT PROJECT**

**BE IT RESOLVED BY THE BOARD/COUNCIL OF MESA COUNTY, THE CITY OF GRAND
JUNCTION, AND THE CITY OF FRUITA**

Section 1. The Board/Council of Mesa County, the City of Grand Junction, and the City of Fruita finds:

- A. They have the power to enter into agreements with the State of Colorado; and,
- B. The State of Colorado, State Department of Transportation, Division of Transportation Development, has obtained certain unencumbered State funds for the provision of strategic transit projects; and
- C. The State Department of Transportation, Division of Transportation Development, is responsible for the disbursement of these funds; and,
- D. The City of Fruita is desirous of obtaining said funds for the provisions of a strategic transit project, and has filed an application with the State for this purpose; and,
- E. The City of Fruita desires to accept the funds for such a project pursuant to the conditions of the agreement; and,
- F. The City of Fruita has entered into a contract with Mesa County to fulfill the conditions of the agreement with the State Department of Transportation; and,
- G. The City of Grand Junction and Mesa County are parties to an agreement that defines property transfer issues, property ownership, environmental compliance, construction and final operations responsibilities for the project; and,

Section 2. The City of Grand Junction and Mesa County hereby obligate the local fund share of at least \$800,000, through various in-kind sources, as required by Exhibit A and any cash match required, not identified in Exhibit A, will be obligated by Mesa County.

Section 3. Mesa County, the City of Grand Junction and the City of Fruita hereby approve the agreement between the three entities and the State Department of Transportation, agree with the terms and conditions stated therein, and authorize the signature authorities to sign said agreement.

PASSED AND ADOPTED, SIGNED AND APPROVED AS INDICATED BELOW.

ATTEST:

(Agency Name)

County Clerk Date

By: _____
Chair
Mesa County Commission

City Clerk Date

By: _____
Mayor
City of Grand Junction

City Clerk Date

By: _____
Mayor
City of Fruita

Exhibit A – Joint Resolution
Projected Sources of Local Match

<u>Source</u>	<u>Entity</u>	<u>Dollar Amount</u>
Purchase of 551 South Avenue	Mesa County	\$ 80,000.00
Value of Grand Junction Property w/ improvements	Grand Junction	\$320,000.00
Asbestos Abatement	Grand Junction	\$250,000.00
Environmental Clearance	Mesa County	\$ 50,000.00
Project Management	Mesa County	\$100,000.00
	Total	\$805,000.00