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**CITY COUNCIL AGENDA  
CITY HALL AUDITORIUM, 250 NORTH 5<sup>TH</sup> STREET  
WEDNESDAY, NOVEMBER 7, 2007, 7:00 P.M.**

**Call to Order**

Pledge of Allegiance

**Citizen Comments**

**\*\*\* Appointments**

To the Grand Junction Housing Authority

**Certificates of Appointments**

To the Horizon Drive Association Business Improvement District Board

**\*\*\* CONSENT CALENDAR \*\*\*®**

1. **Setting a Hearing to Create Alley Improvement District 2008** [Attach 1](#)

Successful petitions have been submitted requesting a local improvement District be created to reconstruct three alleys:

\*\*\* *Indicates New Item*

® *Requires Roll Call Vote*

**REVISED**

- East/West Alley from 3<sup>rd</sup> to 4<sup>th</sup> between Gunnison Avenue and Hill Avenue
- East/West from 9<sup>th</sup> to 10<sup>th</sup> between Teller Avenue and Belford Avenue
- North/South Alley from 14<sup>th</sup> to 15<sup>th</sup> between Hall Avenue and Orchard Avenue

Resolution No. 156-07–A Resolution Declaring the Intention of the City Council of the City of Grand Junction, Colorado, to Create Within Said City Alley Improvement District No. ST-08 and Authorizing the City Engineer to Prepare Details and Specification for the Same

*®Action: Adopt Resolution No. 156-07 and Set a Public Hearing for December 19, 2007*

Staff presentation: Tim Moore, Public Works and Planning Director

2. **Energy Development Water Needs Assessment Contracts** [Attach 2](#)

The Colorado Water Conservation Board has approved grant funding for an Energy Development Water Needs Assessment: analyzing water demands for various energy development scenarios in northwest Colorado. The City will act as a pass-through entity to accept the grant and contract for the engineering services with URS.

*Action: Authorize the City Manager to Sign a Grant Contract with the Colorado Water Conservation Board and Authorize the City Manager to Sign an Engineering Services Agreement with URS*

Staff presentation: Greg Trainor, Director, Utility and Streets Systems

3. **Change to Planning Commission Meeting Schedule** [Attach 3](#)

The time that the Planning Commission meetings start is established in the bylaws for the Commission. City Council reviews and approves any changes to the bylaws. Effective with the first meeting in January 2008, the Planning Commission meetings shall begin at 6:00 p.m. All other bylaws shall remain in full force and effect.

Resolution No. 157-07–A Resolution Amending the Bylaws of the Planning Commission Changing the Time that the Meetings Commence

®Action: *Adopt Resolution No. 157-07*

Staff presentation: Tim Moore, Public Works and Planning Director

\*\*\* 4. **Downtown Grand Junction Business Improvement District Operating Plan and Budget—Continued from November 5, 2007** [Attach 10](#)

Every business improvement district is required to file an operating plan and budget with the City Clerk by September 30 each year. The City Council is then required to approve the plan and budget within thirty days and no later than December 5. Downtown Grand Junction Business Improvement District filed their 2008 Operating Plan and Budget. It has been reviewed by Staff and found to be reasonable.

Action: *Approve Downtown Grand Junction Business Improvement District's 2008 Operating Plan and Budget*

Staff presentation: Jodi Romero, Financial Operations Manager

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

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

5. **Public Hearing—Create the Galley Lane Sanitary Sewer Improvement District No. SS-49-07** [Attach 4](#)

A majority of the owners of real estate located in the area of Young Street between F ½ Road and Galley Lane have submitted a petition requesting an improvement district be created to provide sanitary sewer service to their respective properties, utilizing the septic sewer elimination program to help reduce assessments levied against the affected properties. This is the final step in the formal process of creating the proposed improvement district.

Resolution No. 158-07—A Resolution Creating and Establishing Sanitary Sewer Improvement District No. SS-49-07, Within the Corporate Limits of the City of Grand Junction, Colorado, Authorizing the Installation of Sanitary Sewer Facilities and Adopting Details, Plans and Specifications for the Same

®Action: *Adopt Resolution No. 158-07*

Staff presentation: Tim Moore, Public Works and Planning Director

6. **Public Hearing—Timberline Steel Annexation and Zoning, Located at 2185 River Road** [File #ANX-2007-242] [Attach 5](#)

Request to annex and zone 2 acres, located at 2185 River Road to I-1 (Light Industrial). The Timberline Steel Annexation consists of one parcel. The property is located on the southeast corner of River Road and Railhead Circle.

**a. Accepting Petition**

Resolution No. 159-07—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Timberline Steel Annexation, Located at 2185 River Road is Eligible for Annexation

*®Action: Adopt Resolution No. 159-07*

**b. Annexation Ordinance**

Ordinance No. 4133—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Timberline Steel Annexation, Approximately 2 Acres, Located at 2185 River Road

**c. Zoning Ordinance**

Ordinance No. 4134—An Ordinance Zoning the Timberline Steel Annexation to I-1 (Light Industrial) Located at 2185 River Road

*®Action: Adopt Resolution No. 159-07 and Hold a Public Hearing and Consider Final Passage and Publication of Ordinance Nos. 4133 and 4134*

Staff presentation: Faye Hall, Associate Planner

7. **Public Hearing—Krabacher Annexation and Zoning, Located at 2946 B ½ Road** [File #ANX-2007-241] [Attach 6](#)

Request to annex and zone 10 acres, located at 2946 B ½ Road to R-4 (Residential 4 Units/acre). The Krabacher Annexation consists of one parcel. This property is on the west side of 29 ½ Road directly north of B ½ Road on Orchard Mesa.



**a. Accepting Petition**

Resolution No. 160-07—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Krabacher Annexation, Located at 2946 B ½ Road is Eligible for Annexation

®Action: *Adopt Resolution No. 160-07*

**b. Annexation Ordinance**

Ordinance No. 4135—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Krabacher Annexation, Approximately 10 Acres, Located at 2946 B ½ Road

**c. Zoning Ordinance**

Ordinance No. 4136—An Ordinance Zoning the Krabacher Annexation to R-4 (Residential, 4 Units per Acre) Located at 2946 B ½ Road

®Action: *Adopt Resolution No. 160-07 and Hold a Public Hearing and Consider Final Passage and Publication of Ordinance Nos. 4135 and 4136*

Staff presentation: Faye Hall, Associate Planner

**8. Public Hearing—Crespin Annexation and Zoning, Located at 2930 D ½ Road**

[File #ANX-2007-234]

[Attach 7](#)

Request to annex and zone 5.37 acres, located at 2930 D ½ Road, to R-8 (Residential, 8 units per acre). The Crespin Annexation consists of two parcels and includes a portion of the D ½ Road right-of-way. This property is located on the north side of D ½ Road and south of the railroad tracks in the Pear Park area.

**a. Accepting Petition**

Resolution No. 161-07—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Crespin Annexation, Located at 2930 D ½ Road and a Portion of the D ½ Road Right-of-Way is Eligible for Annexation

®Action: *Adopt Resolution No. 161-07*

**b. Annexation Ordinance**

Ordinance No. 4137—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Crespin Annexation, Approximately 5.37 Acres, Located at 2930 D ½ Road and a Portion of the D ½ Road Right-of-Way

**c. Zoning Ordinance**

Ordinance No. 4138—An Ordinance Zoning the Crespin Annexation to R-8 (Residential, 8 Units per Acre) Located at 2930 D ½ Road

*®Action: Adopt Resolution No. 160-07 and Hold a Public Hearing and Consider Final Passage and Publication of Ordinance Nos. 4137 and 4138*

Staff presentation: Faye Hall, Associate Planner

9. **Public Hearing—Zoning the Page Annexation, Located at 2076 Ferree Drive and 2074 Broadway** [File #GPA-2007-061] [Attach 8](#)

Request to zone the 17.52 acre Page Annexation located at 2076 Ferree Drive and 2074 Broadway, to R-4, Residential – 4 units/acre Zone District.

Ordinance No. 4139—An Ordinance Zoning the Page Annexation to R-4, Residential—4 Units/Acre, Located at 2076 Ferree Drive and 2074 Broadway

*®Action: Hold a Public Hearing and Consider Final Passage of Ordinance No. 4139*

Staff presentation: Scott D. Peterson, Senior Planner

10. **Public Hearing - Growth Plan Amendment for Property Located at 2510 N. 12<sup>th</sup> Street, 1212, 1228, 1238, 1308, 1310, 1314, and 1324 Wellington Avenue** [File #GPA-2006-241] [Attach 9](#)

The petitioners, Dillon Real Estate Company, Inc., requests adoption of a Resolution to amend the Growth Plan Future Land Use Map from Residential Medium (4 – 8 DU/Ac.) to Commercial for the properties located at 2510 N. 12<sup>th</sup> Street, 1212, 1228, 1238, 1308, 1310, 1314 and 1324 Wellington Avenue. The Planning Commission recommended approval of the proposed Growth Plan Amendment request at their September 25, 2007 meeting.

Resolution No. 162-07 —A Resolution Amending the Growth Plan of the City of Grand Junction to Designate Approximately 2.97 +/- Acres, Located at 2510 N.

12<sup>th</sup> Street, 1212, 1228, 1238, 1308, 1310, 1314, and 1324 Wellington Avenue  
from Residential Medium (4-8 DU/AC) to Commercial

®Action: *Hold a Public Hearing and Adopt Resolution No. 162-07*

Staff presentation: Scott D. Peterson, Senior Planner

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

11. **Other Business**

12. **Adjournment**

**Attach 1**

Setting a Hearing to Create Alley Improvement Dist. 2008

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	A Resolution declaring the Intent to create Alley Improvement District ST-08		
<b>File #</b>			
<b>Meeting Day, Date</b>	Wednesday, November 7, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>	<input checked="" type="checkbox"/>	<b>Individual</b>
<b>Date Prepared</b>	November 2, 2007		
<b>Author Name &amp; Title</b>	Michael Grizenko, Real Estate Technician		
<b>Presenter Name &amp; Title</b>	Tim Moore, Public Works and Planning Director		

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

- East/West Alley from 3rd to 4th, between Gunnison Avenue and Hill Avenue
- East/West Alley from 9th to 10th, between Teller Avenue and Belford Avenue
- North/South Alley from 14th to 15th, between Hall Avenue and Orchard Avenue

A public hearing is scheduled for the December 19, 2007 City Council meeting.

**Budget:**

Alley	Footage	Cost	Assessments	Net to City	% paid by property owner
E/W 3rd-4th, Gunnison to Hill	800	\$ 66,000	\$ 10,037	\$ 55,963	15%
E/W 9th-10th, Teller to Belford	800	\$ 66,000	\$ 7,800	\$ 58,200	12%
N/S 14th-15th, Hall to Orchard	406	\$ 34,500	\$ 3,280	\$ 31,220	10%
<b>Totals</b>	<b>2006</b>	<b>\$ 166,500</b>	<b>\$ 21,117</b>	<b>\$ 145,383</b>	<b>13%</b>
2007 Alley Budget		\$ 200,000			
Estimated cost to construct 2007 Alleys		\$ 166,500			
Estimated Balance		\$ 33,500			

**Action Requested/Recommendation:** Review and adopt the proposed Resolution.

**Attachments:**

1. Summary Sheets
2. Maps
3. Proposed Resolution
4. Notice

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

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

1. ► City Council passes a Resolution declaring its intent to create an Improvement District. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.
2. Council conducts a public hearing and passes a Resolution creating the Improvement District. The public hearing is for questions regarding validity of the submitted petitions.
3. Council awards the construction contract.
4. Construction.
5. After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the Improvement District.
6. Council passes a Resolution approving and accepting the improvements, gives notice of a public hearing concerning a proposed Assessing Ordinance, and conducts a first reading of a proposed Assessing Ordinance.
7. Council conducts a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
8. The adopted Ordinance is published for three consecutive days.

9. The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at anytime during the ten-year period.

# SUMMARY SHEET

## PROPOSED ALLEY IMPROVEMENT DISTRICT 3RD STREET TO 4TH STREET GUNNISON AVENUE TO HILL AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
Kevin L. & Kori A. McConnell	41.67	8.00	333.33
• Gordon E. & Penny E. McKelvie	41.67	8.00	333.33
• Garry L. Tullio	41.67	8.00	333.33
• Mary P. Higginbotham	50	8.00	400.00
• Christopher R. Nelson	50	8.00	400.00
• John C. & June C. Colosimo	50	15.00	750.00
Laura S, Mourning	50	15.00	750.00
• James. R. Eicher	50	8.00	400.00
• Eric & Jenifer Myers	50	8.00	400.00
• Jane M. Parkman	50	8.00	400.00
Tracey L. Rachlin	50	8.00	400.00
• P. Douglas & Frances Dominguez	50	8.00	400.00
• Steve & Amy L. Lentz	50	8.00	400.00
First Church of God	50	8.00	400.00
First Church of God	75	31.50	2,362.50
First Church of God	<u>50</u>	31.50	<u>1,575.00</u>
ASSESSABLE FOOTAGE TOTAL	800.01		10,037.49

Estimated Cost to Construct                      \$ 66,000.00

Absolute Cost to Owners                              \$ 10,037.49

Estimated Cost to City                                \$ 55,962.51

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

- Indicates owners signing in favor are 10/16 or 63 % and 60% of the assessable footage.





# SUMMARY SHEET

**PROPOSED ALLEY IMPROVEMENT DISTRICT  
9TH STREET TO 10TH STREET  
TELLER AVENUE TO BELFORD AVENUE**

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
Neva I Else	125	8.00	1,000.00
• Jose F Lucero. Jr.	50	8.00	400.00
James M. Thomson	37.5	8.00	300.00
Sarah E Oliver	62.5	8.00	500.00
• Robert G Lucas	50	15.00	750.00
• Robert G. Lucas	50	8.00	400.00
Patrick James Bennett	50	8.00	400.00
• Baughman Family Trust	50	8.00	400.00
• Daniel A Wilkenson	50	8.00	400.00
• Robin S. Gerald	50	8.00	400.00
Stancyn Enterprises LLC	50	15.00	750.00
• Robert & Jacqueline V Johnson	100	15.00	1,500.00
Desire N & Laura B Hamilton	50	8.00	400.00
ASSESSABLE FOOTAGE TOTAL	800		7,800.00

Estimated Cost to Construct                             \$ 66,000.00

Absolute Cost to Owners                                                 \$ 7,800.00

Estimated Cost to City                                                 \$ 58,200.00

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

- Indicates owners in favor of improvements are 7/13 or 54% and 50% of assessable footage

# SUMMARY SHEET

## PROPOSED ALLEY IMPROVEMENT DISTRICT 14TH STREET TO 15TH STREET HALL AVENUE TO ORCHARD AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Lester A. & Dorothy A. Beard	81.5	8.00	652.00
• Ophelia M. Church Trust	101.5	8.00	812.00
• Kathleen M. & Joseph Viso	101.5	8.00	812.00
• Danny & Bonnie Kirkpatrick	60.75	8.00	486.00
Nora E. Harms, etal	<u>60.75</u>	8.00	<u>486.00</u>
ASSESSABLE FOOTAGE TOTAL	406		3,248.00

Estimated Cost to Construct                                         \$ 34,500.00

Absolute Cost to Owners                                                 \$ 3,248.00

Estimated Cost to City                                                     \$ 31,252.00

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

- Indicates owners in favor of improvements are 4/5 or 80% and 85% of the assessable footage.

# PROPOSED ALLEY IMPROVEMENT DISTRICT 3RD STREET TO 4TH STREET GUNNISON AVENUE TO HILL AVENUE



**PROPOSED ALLEY IMPROVEMENT DISTRICT  
9TH STREET TO 10TH STREET  
TELLER AVENUE TO BELFORD AVENUE**





**PROPOSED ALLEY IMPROVEMENT DISTRICT  
14TH STREET TO 15TH STREET  
HALL AVENUE TO ORCHARD AVENUE**



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, TO CREATE WITHIN SAID CITY ALLEY IMPROVEMENT DISTRICT NO. ST- 08 AND AUTHORIZING THE CITY ENGINEER TO PREPARE DETAILS AND SPECIFICATIONS FOR THE SAME.**

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

**Location of Improvements:**

- East/West Alley from 3rd to 4th, between Gunnison Avenue and Hill Avenue
- East/West Alley from 9th to 10th, between Teller Avenue and Belford Avenue
- North/South Alley from 14th to 15th, between Hall Avenue and Orchard Avenue

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

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

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

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

Lots 1 through 32, inclusive, Block 36, City of Grand Junction; and also, The South 41.72 feet of Lots 1 through 5, inclusive, and all of Lots 6 through 32, inclusive, Block 20, City of Grand Junction; and also, Lots 8 through 13, inclusive, Block 1, Eastholme-in-Grandview. All in the City of Grand Junction, and Mesa County, Colorado.

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

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

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

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

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

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

The total amount of assessable footage for properties receiving the single-family residential rate is estimated to be 1,581.01 feet and the total amount of assessable footage for properties receiving the multi-family residential rate is estimated to be 300 feet; and the total amount of assessable footage receiving the non-residential rate is 125 feet.

3. That the assessments to be levied against the properties in said District to pay the cost of such improvements shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such costs becomes final, and, if paid during this period, the amount added for costs of collection and other incidentals shall be deducted; provided, however, that failure by any owner(s) to pay the whole assessment within said thirty (30) day period shall be conclusively considered as an election on the part of said owner(s) to pay the assessment, together with an additional six percent (6%) one-time charge for cost of collection and other incidentals, as required by the Mesa County Treasurer's office, which shall be added to the principal payable in ten (10) annual installments, the first of which shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of 8 percent per annum on the unpaid principal, payable annually.

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

5. That Notice of Intention to Create said Alley Improvement District No. ST-08, and of a hearing thereon, shall be given by advertisement in one issue of The Daily Sentinel, a newspaper of general circulation published in said City, which Notice shall be in substantially the form set forth in the attached "**NOTICE**".



## NOTICE

### OF INTENTION TO CREATE ALLEY IMPROVEMENT DISTRICT NO. ST-08, IN THE CITY OF GRAND JUNCTION, COLORADO, AND OF A HEARING THEREON

**PUBLIC NOTICE IS HEREBY GIVEN**, pursuant to the request of a majority of the affected property owners, to the owners of real estate in the district hereinafter described and to all persons generally interested that the City Council of the City of Grand Junction, Colorado, intends to create Alley Improvement District No. ST-08, in said City for the purpose of reconstructing and paving certain alleys to serve the property hereinafter described which lands are to be assessed with the cost of the improvements, to wit:

Lots 1 through 32, inclusive, Block 36, City of Grand Junction; and also, The South 41.72 feet of Lots 1 through 5, inclusive, and all of Lots 6 through 32, inclusive, Block 20, City of Grand Junction; and also, Lots 8 through 13, inclusive, Block 1, Eastholme-in-Grandview. All in the City of Grand Junction, and Mesa County, Colorado.

#### **Location of Improvements:**

- East/West Alley from 3rd to 4th, between Gunnison Avenue and Hill Avenue
- East/West Alley from 9th to 10th, between Teller Avenue and Belford Avenue
- North/South Alley from 14th to 15th, between Hall Avenue and Orchard Avenue

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

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

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

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

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

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

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

The total amount of assessable footage for properties receiving the single-family residential rate is estimated to be 1,581.01 feet and the total amount of assessable footage for properties receiving the multi-family residential rate is estimated to be 300 feet; and the total amount of assessable footage receiving the non-residential rate is 125 feet.

To the total assessable cost of \$21,085.49 to be borne by the property owners, there shall be, as required by the Mesa County Treasurer's Office, added six (6) percent for costs of collection and incidentals. The said assessment shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such cost shall have become final, and if paid during such period, the amount added for costs of collection and incidentals shall be deducted; provided however, that failure by any owner(s) to pay the whole assessment within said thirty (30) day period shall be conclusively considered as an election on the part of said owner(s) to pay the assessment, together with an additional six percent (6%) one-time charge for cost of collection and other incidentals, as required by the Mesa County Treasurer's Office, which shall be added to the principal payable in ten (10) annual installments which shall become due upon the same date upon which general taxes, or the first installment thereof, are by the laws of the State of Colorado, made payable. Simple interest at the rate of eight (8) percent per annum shall be charged on unpaid installments.

On December 19, 2007, at the hour of 7:00 o'clock P.M. in the City Council Chambers in City Hall located at 250 North 5th Street in said City, the Council will consider testimony that may be made for or against the proposed improvements by the owners of any real estate to be assessed, or by any person interested.

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

Dated at Grand Junction, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

**By:** \_\_\_\_\_  
City Clerk

**PASSED** and **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
President of the Council

**Attest:**

\_\_\_\_\_  
City Clerk

**Attach 2**

## Energy Development Water Needs Assessment Contracts

**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>			
<b>Subject</b>	Energy Development Water Needs Assessment Contracts		
<b>File #</b>			
<b>Meeting Day, Date</b>	Wednesday, November 7, 2007		
<b>Placement on the Agenda</b>	Consent	X	Individual
<b>Date Prepared</b>	<b>October 31, 2007</b>		
<b>Author Name &amp; Title</b>	Greg Trainor, Utility and Street Systems Director		
<b>Presenter Name &amp; Title</b>	Greg Trainor, Utility and Street Systems Director		

**Summary:** The Colorado Water Conservation Board has approved grant funding for an Energy Development Water Needs Assessment: analyzing water demands for various energy development scenarios in northwest Colorado. The City will act as a pass-through entity to accept the grant and contract for the engineering services with URS.

**Budget:** This is a Colorado Basin Roundtable project with the City Water Utility Enterprise Fund acting as the “fiscal agent.”

CWCB grant: \$300,000  
URS Agreement: Phase 1, \$87,329

**Action Requested/Recommendation:** Authorize the City Manager to sign a grant contract with the Colorado Water Conservation Board and authorize the City Manager to sign an Engineering Services Agreement with URS Engineering

**Attachments:**

1. CWCB Grant Contract
2. Scope of Work: Energy Development Water Needs Assessment

**Background Information:** The Colorado River Basin Roundtable and the Yampa/White River Basin Roundtable, created by House Bill 1177, “Colorado Water for the 21<sup>st</sup> Century,” received approval of a \$300,000 grant from the Colorado Water Conservation Board.

The purpose of the grant is to complete an Energy Development Water Needs Assessment, analyzing water demands for various energy development scenarios in northwest Colorado, for both near and long-term planning horizons.

The Basin Roundtables are not legal entities with whom the State of Colorado can contract. The City of Grand Junction, a member of the Colorado River Basin Roundtable, agreed to be the “fiscal agent” and contracting entity for the study through its Water Utility Enterprise Fund.

A joint Energy Subcommittee of the Basin Roundtables defined the scope of work for the study, solicited requests for proposals, and selected URS to undertake the study work. The Subcommittee will manage the Study work, review and approve bills, and submit the bills to the City of Grand Junction for payment. The City will request funds from the State of Colorado, pay invoices, and provide periodic reports to the State.

The Grant Contract has been reviewed by the City Attorney’s office. The City-URS Engineering Services Agreement is not in final form as of this writing.

## Attachment 1

State of Colorado, Colorado Water Conservation Board

Contract Routing Number (CLIN

#): \_\_\_\_\_

Contract No. 150407

Grant Amount: \$300,000

## GRANT CONTRACT

THIS CONTRACT, dated this \_\_\_\_\_, by and between the State of Colorado, for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board, located at 1313 Sherman Street, Suite 721, Denver, Colorado 80203, (the “**State**”), and the City of Grand Junction Water Enterprise Fund, located at 250 N. 5<sup>th</sup> Street, Grand Junction, Colorado 81501, (“**Contractor**” or “**Grantee**”).

## FACTUAL RECITALS

- A. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for encumbering and subsequent payment of this Contract through the Colorado Financial Reporting Systems (COFRS).
- B. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.

- C. Grantee's bid was selected in accordance with Colorado law and State Procurement Rules pursuant to the issuance of a grant which was awarded to Grantee by the Colorado Water Conservation Board on March 13, 2007;
- D. Authority for the agency entering into this Contract arises from Colorado Revised Statutes (CRS) 39-29-109(1)(a)(III), 37-75-102 and 37-74-104(2)(c) and Senate Bill 06-179 adopted by the 2006 General Assembly.
- E. The State has allocated grant funds for a study of consumptive water needs associated with energy development in the Colorado, White and Yampa river basins. Grantee is ready, willing and able to provide such a study.

NOW THEREFORE, in consideration of and subject to the terms, conditions, provisions and limitations contained in this Contract, the State and Grantee agree as follows:

## **AGREEMENT**

### **1. Definitions**

The following terms as used in this Contract shall be construed and interpreted as follows, unless the context otherwise expressly requires a different construction and interpretation:

- 1.1. **"Compensation"** means the funds payable to Grantee by the State which are related to the Services set forth in the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein.
- 1.2. **"Contract"** means this Contract for Services, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references that are incorporated pursuant to State Fiscal Rules and Policies.
- 1.3. **"Exhibit"** means a statement of work document, schedule, budget, or other identified exhibit which has been incorporated into and attached to this Contract.
- 1.4. **"Services"** means services performed or tangible material produced or delivered in the performance of services.

### **BASIC CONTRACT TERMS**

#### **2. Scope of Work**

Grantee shall perform the Services described in **Exhibit A**, Scope of Work.

#### **3. Performance Standard**

Grantee shall perform the Services described in **Exhibit A**, Scope of Work, in accordance with the highest standard of care, skill and diligence provided by a professional person or company in performance of work similar to the Services, and all services, and all consumables, products, and materials used in performance of the Services shall be of good quality and free from faults and defects. Grantee warrants that (a) services or goods provided under this Contract shall meet the description in **Exhibit A**, Scope of Work, (b) there are no pending or threatened suits, claims, or actions of any type with respect to the services provided and (c) the services and goods shall be free and clear of any liens, encumbrances, or claims arising by or through Grantee or any party related to Grantee.

#### **4. Performance Term**

- 4.1. This Contract shall be effective upon approval by the Colorado State Controller, or designee, (the "Effective Date") and extend through June 30, 2009. Performance of this Contract shall commence as soon as practicable after the Effective Date and shall be undertaken and performed in the sequence and manner set forth in **Exhibit A**, Scope of Work.
- 4.2. In the event the State desires to continue the Services and a replacement Contract has not been fully approved by the termination date of this Contract, the State, upon written notice to Grantee, may unilaterally extend this Contract for a period of up to two (2) months. The Contract shall be extended under the same terms and conditions as the original Contract, including, but not limited to prices, rates and service delivery requirements. This extension shall terminate at the end of the two (2) month period or when the replacement Contract is signed by the Colorado State Controller or an authorized delegate.

#### **5. Grant Award (Compensation)**

- 5.1. Payment of the grant award amount pursuant to this Contract will be made as earned, in whole or in part, from available State funds encumbered in a maximum amount not to exceed \$300,000 for the performance of the Services and acquisition of Goods required by this Contract and **Exhibit A**, Scope of Work. Satisfactory performance under the terms of this Contract shall be a condition precedent to the State's obligation to compensate Grantee.
- 5.2. The maximum compensation payable under this Contract, and under any renewal hereof, shall include all Grantee fees, costs and expenses, including but not limited to, labor costs, rent or mortgage payment, travel expenses, overhead, parts, repairs and replacements, mileage, supplies, mailing, testing, communications, reporting, debugging, delivery charges or other operation or Contract expenses.
- 5.3. The State shall not be liable to Grantee for payment of work or services or for costs or expenses incurred by Grantee prior to the "Effective Date".



- 5.4. The maximum amount available for this grant Contract shall be \$300,000 in fiscal years 2008 and 2009.

## **6. Availability of Funds**

This Contract is contingent upon the continuing availability of State appropriations as provided in Section 2 of the Colorado Special Provisions, incorporated as a part of this Contract. The State is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. If Federal appropriations or grants fund this Contract in whole or in part, the Contract is subject to and contingent upon the continuing availability of appropriated Federal funds for this Contract. If State of Colorado or Federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may immediately terminate the Contract in whole or in part without further liability.

## **PROCEDURES FOR AND OBLIGATIONS OF CONTRACT PERFORMANCE**

### **7. Billing/Payment Procedure**

- 7.1. The State shall establish billing procedures and pay Grantee the Contract price or rate for Services performed, reviewed, and accepted pursuant to all the terms and conditions of this Contract, including without limitation, performance, quality, milestones and completion requirements for payment set forth in **Exhibit A**, Scope of Work, and the State's inspection and acceptance rights in Section 8. Grantee shall submit invoices for payment on forms and provide requested documentation in a manner prescribed or approved by the State. Payments pursuant to this Contract shall be made as earned, in whole or in part, from available funds encumbered for the purchase of the described Services. Incorrect payments by the State to Grantee due to omission, error, fraud, or defalcation shall be recovered from Grantee by deduction from subsequent payments under this Contract or other Contracts between the State and Grantee or collected as a debt due to the State.

- 7.2. Invoices and payments shall be mailed using the US Postal Service or other delivery service with a properly addressed stamped envelop to the following addresses:

For the **State**:

Department of Natural Resources, Colorado Water Conservation Board  
1313 Sherman Street, Suite 721  
Denver, CO 80203  
Attention: Rick Brown

**For Grantee:**

City of Grand Junction Water Enterprise Fund  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Attention: Greg Trainor

- 7.3. The State shall make payment in full with respect to each invoice within forty-five (45) days of receipt thereof; provided that the amount invoiced represents Services which have been accepted by the State and the form of the invoice is acceptable to the State. Uncontested amounts not paid by the State within forty-five (45) days shall bear interest on the unpaid balance beginning with the forty-sixth (46th) day at a rate of one percent (1%) per month until paid in full; provided, however, that no interest shall accrue with respect to unpaid amounts for which the State has delivered to Grantee notice of a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the applicable interest rate.

**8. Inspection and Acceptance**

The State reserves the right to inspect Services provided under this Contract at all reasonable times and places during the term of this Contract, including any extensions. If any of the Services or Goods do not conform to Contract requirements, the State may require Grantee to promptly perform the Services again in conformity with Contract requirements, at no additional cost to the State. When defects in the quality or quantity of Services cannot be corrected by re-performance, the State may:

- (a) require Grantee to take necessary action to ensure that future performance conforms to this Contract requirements; and
- (b) equitably reduce the payment due to Grantee to reflect the reduced value of the Services performed.

These remedies shall in no way limit the remedies available to the State in other provisions of this Contract or remedies otherwise available in equity or at law, all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures. Furthermore, the reduction, delay or denial of payment under this provision shall not constitute a breach of Contract or default by the State.

**9. Reporting**

Unless otherwise provided in this Contract or the exhibits hereto, Grantee shall submit, on a quarterly basis and upon termination or completion of work, a written progress report analyzing the performance under this Contract and specifying progress made for each activity identified in Grantee's duties and obligations. Such written analysis shall

be in accordance with the procedures developed and prescribed by the State. The preparation of reports in a timely manner shall be the responsibility of Grantee and failure to comply may result in the delay of payment of funds and/or termination of this Contract. Required reports shall be submitted to the State not later than the end of each calendar quarter, or at such time as otherwise specified. Notwithstanding anything herein to the contrary, including without limitation the priority provisions set forth in Section 35, specific reporting requirements set forth in **Exhibit A**, Scope of Work, or in other exhibits to this Contract, shall take precedence over this general reporting provision.

## **10. Rights in Data, Documents, and Computer Software**

- 10.1 Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Contract (the "Work Product"), shall be the exclusive property of the State and all Work Product shall be delivered to the State by Grantee upon completion, termination, or cancellation of this Contract. The rights of the State with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such Work.
- 10.2 Grantee shall not use, willingly allow, cause or permit such property to be used for any purpose other than the performance of Grantee's obligations under this Contract, without the prior written consent of the State. The rights of the State with respect to such property shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such property.

## **11. Maintenance, Inspection and Monitoring of Records**

- 11.1 Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of programs or the delivery of Services under this Contract, and shall maintain such records for a period of three (3) years after the date of termination of this Contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed; provided, that if an audit by or on behalf of the Federal and/or Colorado State government has begun but is not completed or audit findings have not been resolved after a three (3) year period, such materials shall be retained until the resolution of the audit findings.
- 11.2 Grantee shall permit the State, the Federal Government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records during the term of this Contract and for a

period of three (3) years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder.

11.3 Grantee also shall permit these same described entities to monitor all activities conducted by Grantee pursuant to the terms of this Contract. As the monitoring agency, in its sole discretion, may deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that will not unduly interfere with Contract performance.

## **12. Confidentiality of State Records and Information**

12.1 Grantee acknowledges that it may come into contact with confidential information in connection with this Contract or in connection with the performance of its obligations under this Contract, including but not limited to personal records and information of individuals. It shall be the responsibility of Grantee to keep all State records and information confidential at all times and to comply with all Colorado State and Federal laws and regulations concerning the confidentiality of information to the same extent applicable to the State. Any request or demand for information in the possession of Grantee made by a third party who is not an authorized party to this Contract shall be immediately forwarded to the State's principal representative for resolution.

12.2 Grantee shall notify all of its agent, employees, subcontractors and assigns who will come into contact with State information that they are subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of the requirements before they are permitted to access information or data. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and information wherever located. No State information of any kind shall be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by the Contract and as approved by the State. State information shall not be retained in any files or otherwise by Grantee or its agents, except as set forth in this Contract and approved by the State. Disclosure of State records or information may be cause for legal action against Grantee or its agents. Defense of any such action shall be the sole responsibility of Grantee.

## **13. Litigation Reporting**

Unless otherwise specifically provided herein, Grantee promptly shall notify the State in the event that Grantee learns of any actual litigation which involves the Services

provided or Grantee's performance under this Contract in which Grantee is a party defendant. Grantee, within ten (10) days after being served with a summons, complaint, or other pleading in a case which involves the Services provided or Grantee's performance under this Contract, which has been filed in any Federal or state court or administrative agency, shall deliver copies of such document to the State's principal representative, or in absence of such designation, to the chief executive officer of the department, agency, or institution executing this Contract on behalf of the State.

#### **14. Conflict of Interest.**

14.1 During the term of this Contract, Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations under this Contract.

14.2 Additionally, Grantee acknowledges that in governmental Contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, Grantee shall refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with the full performance of Grantee's obligations to the State in accordance with the terms and conditions of this Contract, without the prior written approval of the State.

14.3. In the event that Grantee is uncertain whether the appearance of a conflict of interest may reasonably exist, Grantee shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the Contract.

14.4. Grantee and subcontractors, permitted under the terms of this Contract, shall maintain a written code of standards governing the performance of their respective employees engaged in the award and administration of Contracts. No employee, officer or agent of Grantee or any permitted subcontractor shall participate in the selection, or in the award or administration of a Contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (a) an employee, officer or agent;
- (b) any member of the employee's immediate family;
- (c) an employee's partner; or
- (d) an organization, which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. Grantee's or subcontractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Grantee, potential Contractors, or parties to sub-agreements.

## **REPRESENTATIONS AND WARRANTIES**

**15. Warranties.** During the term of this Contract and for a period of twelve (12) months following the State's final acceptance under this Contract, Grantee warrants as follows:

15.1 All Services under this Contract shall be performed in accordance with the specifications set forth in this Contract and **Exhibit A** and in a manner acceptable to the State. Grantee shall re-perform any Services that fail to satisfy this warranty.

15.2 All deliverables delivered under this Contract by Grantee shall meet the specifications set forth in this Contract and **Exhibit A**. Grantee shall correct or replace any deliverables which fail to satisfy this warranty.

The foregoing warranties and such other warranties as may be set forth in **Exhibit A**, Scope of Work, are a part of the minimum work requirements of this Contract, and as such will be at no additional cost to the State.

## **16. Licenses, Permits, and Responsibilities**

Grantee certifies that, at the time of entering into this Contract, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform the Services and/or deliver the Goods covered by this Contract. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract price. Additionally, all employees of Grantee performing services under this Contract shall hold the required licenses or certification, if any, to perform their responsibilities. Grantee, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform this Contract, shall be deemed to be a default by Grantee and grounds for termination of this Contract by the State.

## **17. Tax Exempt Status**

Grantee acknowledges that the State of Colorado is not liable for any sales, use, excise, property or other taxes imposed by any Federal, State or local government tax

authority. The State also is not liable for any Grantee franchise or income related tax. No taxes of any kind shall be charged to the State.

## **18. Legal Authority**

Grantee warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind Grantee to its terms. In any event, Grantee agrees it shall submit voluntarily to the personal jurisdiction of the Federal and State courts in the State of Colorado and venue in the City and County of Denver, Colorado. The person(s) executing this Contract on behalf of Grantee warrant(s) that such person(s) have full authorization to execute this Contract.

## **19. Compliance with Applicable Law**

Grantee shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable Federal and Colorado State laws, and their implementing regulations, as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of this Contract. Grantee also shall require compliance with such laws and regulations by subcontractors under subcontracts permitted under this Contract.

## **REMEDIES**

### **20. Remedies**

In addition to any other remedies provided for in this Contract, and without limiting the remedies otherwise available at law or in equity, the State may exercise the following remedial actions if Grantee substantially fails to satisfy or perform the duties and obligations in this Contract. "Substantial failure" to satisfy duties and obligations shall be defined to mean material, insufficient, incorrect or improper performance, activities, or inaction by Grantee. These remedial actions are as follows:

- (a) Suspend Grantee's performance pending necessary corrective action as specified by the State, without Grantee's entitlement to adjustment in price/cost or schedule. Furthermore, at the State's option, a directive to suspend may include suspension of this entire Contract or any particular part of this Contract that the State determines in good faith would not be beneficial or in the State's best interests due to Grantee's substantial non-performance. Accordingly, the State shall not be liable to Grantee for costs incurred after the State has duly notified Grantee of the suspension of performance under this provision, and Grantee shall promptly cease performance and incurring costs in accordance with the State's directive;

- (b) Withhold payment to Grantee until the necessary Services or corrections in performance or development are satisfactorily completed;
- (c) Request the removal from work on this Contract of employees or agents of Grantee identified by the State, in its reasonable judgment, identifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this Contract the State deems to be contrary to the public interest or not in the best interests of the State;
- (d) Deny payment for those Services or obligations which have not been performed which have not been provided and which, due to circumstances caused by Grantee, cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
- (e) Terminate this Contract for default.

The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.

## **21. Termination for Convenience**

21.1 When the interests of the State so require, the State may terminate this Contract in whole or in part, for the convenience of the State. The State shall give written notice of termination to Grantee specifying the termination of all or a portion of this Contract and the effective date of such. Exercise by the State of this termination for convenience provision shall not be deemed a breach of Contract by the State. Upon receipt of written notice, Grantee shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, Grantee shall stop work to the extent specified. Grantee also shall terminate outstanding orders and subcontracts as they relate to the terminated work. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Grantee under this Contract shall, at the option of the State, be delivered by Grantee to the State and shall become the State's property. The State may direct Grantee to assign Grantee's right, title, and interest under terminated orders or subcontracts to the State. Grantee shall complete and deliver to the State the work not terminated by the notice of termination and may incur obligations as are necessary to do so within the Contract terms.

21.2 If this Contract is terminated by the State as provided herein, Grantee shall be paid an amount which bears the same ratio to the total compensation as the Services satisfactorily performed or deliverables satisfactorily delivered bear to the total Services or deliverables covered by this Contract, less payments of compensation previously made. In addition, for Contracts that are less than 60% completed, the State may reimburse the Grantee for a portion of actual out-of-



pocket expenses (not otherwise reimbursed under this Contract) incurred by Grantee during the Contract period which are directly attributable to the uncompleted portion of Grantee's obligations covered by this Contract. In no event shall reimbursement under this clause exceed the Contract amount. If this Contract is terminated for cause, or due to the fault of the Grantee, the Termination for Cause or Default provision shall apply.

## **22. Termination for Default/Cause**

If Grantee refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time and pursuant to the requirements and terms specified in this Contract, the State may notify Grantee in writing of such non-performance. If Grantee fails to promptly correct such delay or non-performance within the time specified, the State, may at its option, terminate this entire Contract or such part of this Contract as to which there has been delay or a failure to properly perform. If terminated for cause, the State shall only reimburse Grantee for accepted work or deliverables received up to the date of termination and final payments may be withheld. In the event of termination, all finished or unfinished documents, data, studies, research surveys, reports, other materials prepared by Grantee, or materials owned by the State in the possession of Grantee, at the option of the State, shall be returned immediately to the State or retained by the State as its property. At the State's option, Grantee shall continue performance of this Contract to the extent not terminated, if any, and shall be liable for excess costs incurred by the State in procuring from third parties replacement Services as cover. Notwithstanding any remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. Upon termination by the State, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. Further, the State may withhold amounts due to Grantee as the State deems necessary to protect the State against loss because of outstanding liens or claims of former lienholders and to reimburse the State for the excess costs incurred in procuring similar Services. Any action taken by the State hereunder or pursuant to the paragraph 15 shall not be cause for Grantee to terminate this Contract for default or material breach. If, after termination by the State, it is determined for any reason that Grantee was not in default or that Grantee'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 this Contract had been terminated for convenience, as described herein.

## **23. Insurance**

23.1 The Grantee shall obtain, and maintain at all times during the term of this agreement, insurance in the following kinds and amounts:

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the Contractor's employees acting within the course and scope of their employment.
- b. 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:
  - i. \$1,000,000 each occurrence;
  - ii. \$1,000,000 general aggregate;
  - iii. \$1,000,000 products and completed operations aggregate; and
  - iv. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor 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.

- c. 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.

23.2 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 Contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

23.3 The insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

23.4 The Contractor will require all insurance policies in any way related to the Contract and secured and maintained by the Contractor 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.

23.5 All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

23.6 The Grantee shall provide certificates showing insurance coverage required by this Contract to the State within 7 business days of the Effective Date of the Contract, but in no event later than the commencement of the Services under the Contract. No later than 15 days prior to the expiration date of any such coverage,

the Contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this Contract, the State may request in writing, and the Grantee shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

23.7 Notwithstanding Subsections 23.1 – 23.6 of this section, if the Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as amended ("Act"), the Grantee shall at all times during the term of this Contract 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 Grantee shall show proof of such insurance satisfactory to the State.

#### **24. Governmental Immunity**

Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Governmental Immunity Act. 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 sections 24-10-101, *et seq.*, C.R.S., as now or hereafter amended and the risk management statutes, sections 24-30-1501, *et seq.*, C.R.S., as now or hereafter amended.

#### **25. Force Majeure**

Neither Grantee nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract "force majeure" means acts of God; acts of the public enemy; public health/safety emergency acts of the State or any governmental entity in its sovereign capacity; fires; floods, epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

### **MISCELLANEOUS PROVISIONS**

#### **26. Representatives**

Each individual identified below is the principal representative of the designating party. All notices required to be given to a party pursuant to this Contract shall be hand delivered with receipt required or sent by certified or registered mail to such party's principal representative at the address for such party set forth below. Either party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent.

For the **State**:

Name: Rick Brown  
Title: Section Chief, Intrastate Water Management and Development, CWCB  
Address: 1313 Sherman Street, Room 721, Denver, CO 80203  
Telephone: (303) 866-3514

For **Grantee**:

Name: Greg Trainor  
Title: Utility & Streets Systems Director, City of Grand Junction Water Enterprise Fund  
Address: 250 N. 5<sup>th</sup> Street, Grand Junction, Colorado 81501  
Telephone: (970) 244-1564

## **27. Assignment and Successors**

Unless otherwise specified in Exhibit A, Scope of Work, Grantee's rights and obligations under this Contract shall be deemed to be personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State, which shall not be unreasonably withheld. Any attempt at assignment, transfer or subcontracting without such consent shall be void, except that Grantee may assign the right to receive payments from the State pursuant to section 4-9-318, C.R.S. All subcontracts and subcontractors consented to by the State shall be made subject to the requirements, terms and conditions of this Contract. Grantee alone shall be responsible for all subcontracting arrangements, directions and delivery of subcontracted work, and performance of any subcontracted Services. Grantee shall require and ensure that each subcontractor shall assent in writing to all the terms and conditions of this Contract, including an obligation of the subcontractor to indemnify the State as is required under Section 3 of the Colorado Special Provisions, incorporated as a part of this Contract.

## **28. Third Party Beneficiaries**

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the State and Grantee. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of the State and Grantee that any such person or entity, other than the State or Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

## **29. Severability**

To the extent this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable. 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.

### **30. Waiver**

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

### **31. Entire Understanding**

This Contract 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 in 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 Colorado State Fiscal Rules.

### **32. Survival of Certain Contract Terms**

Notwithstanding anything herein to the contrary, all terms and conditions of this Contract, including but not limited to its exhibits and attachments, which may require continued performance, compliance, or effect beyond the termination date of the Contract, shall survive such termination date and shall be enforceable by the State in the event of the Grantee's failure to perform or comply as required.

### **33. Modification and Amendment**

33.1 This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the Effective Date of such change, as if fully set forth herein.

33.2 Except as specifically provided in this Contract, no modification of this Contract shall be effective unless agreed to in writing by both parties in an Amendment to this Contract, properly executed and approved in accordance with Colorado State law and State Fiscal Rules.

#### **34. Venue**

Venue for any action related to performance of this Contract shall be in the City and County of Denver, Colorado.

#### **35. Order of Precedence**

The provisions of this Contract shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- (a) Colorado Special Provisions, pages 13 to 14.
- (b) Remaining pages of the Contract, pages 1 to 12.
- (c) **Exhibit A**, Scope of Work

## SPECIAL PROVISIONS

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

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This Contract 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.** To the extent authorized by law, 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 Contracts]*** No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, 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 Contracts] 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 Contracts]. 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 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***

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

**GRANTEE:**

**STATE OF COLORADO:**

BILL RITTER, JR. GOVERNOR

City of Grand Junction  
Water Enterprise Fund

By

\_\_\_\_\_  
For Executive Director, Department of Natural Resources

Date \_\_\_\_\_

**FEIN**

\_\_\_\_\_  
**Jim Doody**, Mayor

LEGAL REVIEW:

Attorney General, John W. Suthers

Date \_\_\_\_\_

By

CORPORATIONS:  
(A corporate attestation is required.)

Attest (Seal) By \_\_\_\_\_  
**Stephanie Tuin**, City Clerk (Place corporate seal  
here, if available)

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

**CRS 24-30-202 requires that the State Controller approve all state Contracts. This Contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Contractor is not authorized to begin performance until the Contract is signed and dated below. If performance begins prior to the**

**date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.**

STATE CONTROLLER  
Leslie M. Shenefelt

By \_\_\_\_\_

Date \_\_\_\_\_

## Attachment 2

October 19, 2007

Dan Birch, Deputy Manager  
Colorado River Water Conservation District  
201 Centennial, Suite 200  
Glenwood Springs, CO 81601  
dbirch@crwcd.org

Subject: Scope of Work - Energy Development Water Needs Assessment

Dear Dan:

The following scope of work outlines URS' approach to complete Phase 1 of the Energy Development Water Needs Assessment, as discussed with members of the Colorado, Yampa, and White River Basin Roundtable Energy Subcommittee on September 27, 2007. While there are several factors impacting energy development in Western Colorado, Phase 1 will focus on defining a range of scenarios to support the analysis of water demands for the various energy development and water planning projects for both the near and long-term planning horizons. The amount of water needed varies among each energy sector and is highly dependent upon their method of extraction and production techniques. URS will approach Phase 1 through the implementation of three tasks:

- 1) Research existing and available data reports related to the energy sector's water demands;
- 2) Define a series of energy production scenarios for near, moderate and long-term planning horizons for several different types of extraction and production techniques; and
- 3) Review and compile a list of the conditional water rights for the Colorado, Yampa, and White Rivers that can be developed by energy development companies.

It is anticipated that following phases of work will focus on developing the scenarios through modeling. Additional information regarding each task is provided below.

### **SCOPE OF WORK**

The following scope of work outlines URS' approach to meeting the overall objectives of Phase 1 of the Energy Development Water Needs Assessment.

#### ***Task 1. Existing Data and Literature Search***

This task will focus on gathering and reviewing existing reports, documents, and data relating to the various energy extraction and production techniques and anticipated timing and extent of development, with an emphasis on the specific water demands for each method. Data and information will be obtained primarily through two methods:

- 1) Interviewing various staff and personnel from the private energy sector, universities, research institutions, and regulatory agencies; and
- 2) Reviewing existing documentation and reports.

### **Task 1.1 - Interviews**

URS will arrange and conduct personal interviews with key natural gas and oil shale production companies in the Colorado, White and Yampa River Basins in an effort to obtain, at a minimum, their specific rates of development; geographical locations of development (for both near and long-term planning horizons) and level of development at each stage (i.e., development stage, research and development, scale-up and confirmation, initial commercial production, production growth). In addition, URS will at a minimum, contact the Colorado Oil and Gas Commission (COGC) staff (natural gas regulators), Division of Natural Resources Oil Shale Committee, and the Division of Reclamation and Mine Safety (oil shale regulators) to understand what, if any, limiting production factors alter the rate of increase in production for natural gas and oil shale development. URS Team member, Mr. Doug Jeavons from BBC, will be providing specific contact information for some of these agencies and their consultants in order to maintain a level of consistency with the AGNWC study BBC is conducting related to the socioeconomic impacts of energy development on the Western Slope. Mr. Jeavons will also provide assistance with the contacts for other agencies and private companies such as, AGNWC, CRWCD, BLM White River Office, Rio Blanco, Moffat, Garfield, and Mesa Counties, and the State Demographer, as needed.

As part of the interview process, URS will develop a standard list of questions to use as guidance during the interviews. URS will submit this set of questions to the Energy Subcommittee for their input prior to beginning the interviews. The available information from the private personal interviews is entirely dependent upon the willingness of the company to disclose the information.

### **Task 1.2 - Review of Documents and Reports**

URS has conducted a cursory overview of available information as presented in Table 1. This table is not a comprehensive list of the available information pertaining to the topic and URS will continue to update this table to reflect additional information as reviewed. Mr. Doug Jeavons will assist in the implementation of this task by providing information from his work with the AGNWC project. As part of this work, BBC will be developing scenarios for future energy activity levels as they relate to socioeconomics. These scenarios may need further refinement for purposes of projecting water demands for this project. For example, BBC's work for AGNWC will likely include projections of activity levels by county but not by river basin. BBC will also provide data already gathered and analyzed regarding historical energy activity levels. BBC will be available to participate in meetings with the Roundtable clients to discuss the development of the scenarios, as needed.

**Deliverables:** 1) Set of standard questions for the interviews. 2) Draft/Final Letter Report summarizing information collected during interviews and document review (Tasks 1.1 and 1.2). Note the number of meetings and interviews is dependent upon the availability and willingness of the parties to participate.

## ***Task 2. Water Demand Scenario Development***

URS will conduct a conceptual level assessment of the water needed for energy development in Western Colorado. As part of this assessment, URS will use the information collected during Task 1 to define a set of water “demand and supply” scenarios for near, moderate, and long-term planning horizons with modest, moderate, and full production conditions. URS will conduct this assessment for the following energy sectors: oil, gas, coal, and uranium, including different extraction techniques as they apply, e.g., unconventional-oil shale and gasification conversion, to name a few. Water requirements vary throughout the life of the extraction and development of these various energy resources. For example, typical water uses for energy extraction includes, construction, potable water, dust control, drilling, processing, filling and cooling of the heated interval for reclamation, and rinsing of the zone inside the freeze wall (for certain processes). In order to address these factors the water demand scenarios will include a break-down of the following:

- 1) Direct use of water for extraction and development.
- 2) Additional municipal water demand from direct/indirect worker populations and multiplier impacts from resultant growth.
- 3) Water demands from off-site electrical generation needed for industrial and municipal development.

The defining of each scenario will be dependent upon available information to support the assumptions.

URS Team members will be providing additional information and insight as it relates to their existing projects supporting the energy development on the Western Slope, for instance BBC is conducting a socioeconomic study for AGNWC. The information from this effort will be used to develop the additional municipal water demand from direct/indirect worker populations.



**Table 1. List of Available Documents and Information (as collected by URS July 2007).**

Resource	Document/Information
<b>Federal Agency</b>	
Energy Information Administration	<ul style="list-style-type: none"> <li>- - <a href="http://www.eia.doe.gov/oiaf/archive/aeo06/index.html">http://www.eia.doe.gov/oiaf/archive/aeo06/index.html</a></li> <li>- - State Electricity Profiles 2004 (Colorado)</li> </ul>
National Academy of Sciences	
National Energy Technology Laboratory (NETL)	<ul style="list-style-type: none"> <li>- <a href="http://www.netl.doe.gov/technologies/oil-gas/publications/AP/IssuesforFEandWater.pdf">http://www.netl.doe.gov/technologies/oil-gas/publications/AP/IssuesforFEandWater.pdf</a></li> <li>- Estimating Freshwater Needs to Meet Future Thermolectric Generation Requirements.</li> <li>- Power Plant-Water R&amp;D Program</li> </ul>
United States Department of Energy (DOE)	<ul style="list-style-type: none"> <li>- Assessment of Barrier Containment Technologies; A Comprehensive Treatment for Environmental Remediation Applications.</li> <li>- Report to Congress: The Interdependency of Energy and Water (2007).</li> <li>- Argonne National Laboratory Potential Ground Water and Surface Water Impacts from Oil Shale and Tar Sands Energy-Production Operations.</li> <li>- Los Alamos Laboratory study.</li> </ul>
United States	<ul style="list-style-type: none"> <li>- Programmatic Environmental Impact Statement (EIS) on Commercial Oil Shale Development (Draft Anticipated August 2007)</li> <li>- Environmental Assessment (EA) for: Shell Frontier Oil &amp; Gas Research, Development, and Demonstration; EGL Resources, Inc. Research, Development, and Demonstration; Oil Shale Exploration Company, LLC. Research Development, and Demonstration; and Chevron Oil Shale Research, Development, and Demonstration.</li> <li>- Findings of No Significant Impact (FONSI) and Decision Record for: Chevron U.S.A. EA and EGL Resources, Inc. EA.</li> <li>- White River Resources Area, Proposed Resource Management Plan and Final EIS.</li> <li>- Oil Shale &amp; Tar Sands Leasing Programmatic EIS website.</li> </ul>
United States Office of Technology	<ul style="list-style-type: none"> <li>- An Assessment of Oil Shale Technologies.</li> </ul>
United States Forest Service (USFS)	
United States Geological Survey (USGS)	<ul style="list-style-type: none"> <li>- Water Quality in the Upper Colorado River Basin, Colorado, 1996-98. USGS Circular 1214.</li> <li>- Hydrogeochemistry and simulated solute transport, Piceance Basin, Northwestern Colorado (Open-File Report OF 80-72).</li> <li>- Long-term monitoring plan development to support energy development and salinity in Piceance Creek/White River Resource Area/North and South Piceance</li> </ul>
<b>State Agency</b>	
Colorado Division of Natural Resources (DNR) Oil Shale Committee	
Colorado Division of Water Resources (DWR)	Decision Support System (DSS) Model; Water Rights information
Colorado Oil and Gas Conservation Commission	<a href="http://oil-gas.state.co.us/">http://oil-gas.state.co.us/</a>



**Deliverables:** Draft/Final Letter Report summarizing the URS' Team definition of production scenarios for near, moderate and long-term planning horizons, for the oil (including unconventional oil shale technologies), gas (including gasification conversion technology), coal, uranium energy sectors. A list of assumptions will be included in the documentation of each scenario.

### ***Task 3. Review Conditional Water Rights***

URS will compile a list of conditional water rights in the Colorado, Yampa and White River Basins. URS currently has the conditional water rights list for Water District (WD) 43 (White River). The list from Division 6 includes the known ownership. The URS Team will interview the water commissioner in WD 43 to confirm the list and check if there are absolute rights that are not being used that should also be included in our analysis. Development of the conditional water rights list in the Colorado River Basin will be a little more challenging. URS will query the tabulation for Division 5 WD 39 and 45 for conditional rights, including the ownership information. URS will interview the water commissioners in those districts to confirm ownership of the absolute and conditional rights lists. URS will also compile a list of decrees and evaluate the amount of water remaining that has not been transferred to other uses, including existing agricultural water rights currently owned by energy companies, which may potentially be transferred to industrial uses in the future.

This information, combined with the source and location of energy development water needs in the near, moderate and long-term scenarios (under modest, moderate and full production) will provide the framework to evaluate or model potential impacts to the Colorado Compact and future water planning projects (Phase 2).

**Deliverable:** Matrix summarizing information obtained during the conditional water rights review for the Yampa, White and Colorado River Basins. This matrix will include qualitative and ownership information pertaining to the results of the conditional water rights review.

### ***Task 4. Project Management, Meetings and Coordination***

URS will provide the needed project management and correspondence to support Phase 1 of the Energy Development Water Needs Assessment. Included as part of this task are monthly progress reports to the fiscal sponsor, City of Grand Junction; documentation (phone logs, meeting minutes, e-mail correspondence, etc) of on-going communication as part of Task 1; participation in the monthly Energy Needs Assessment Subcommittee meetings.

Mr. John Sikora will serve as the Project Manager, responsible for ensuring quality throughout the project, coordinating with Roundtable members and pertinent energy users to make certain the assessment is complete and thorough; and managing the URS Team. Mrs. Angie Fowler will serve as a Project Engineer working closely with John to assist with the coordination, communication and documentation throughout the project. John and Angie will be supported by additional URS Team members for Phase 1, including Mr. Doug Jeavons, Ms. Meaghan Peters, and Mr. Jim Crawford.

**Deliverable:** 1) Monthly progress reports. 2) Participation and updates at the Energy Needs Assessment Subcommittee meetings. 3) Draft/Final Overall Report documenting Phase 1 Findings and Recommendations for Phase 2.

URS will deliver all products, data and information developed as a result of this project to CWCB in hard copy and electronic format as part of the project documentation. URS understands that this information will ultimately be made widely available to Basin Roundtables and the general public, helping to promote the development of a common technical platform.

### **SCHEDULE**

The anticipated schedule for Phase 1 will be 3 months from the time of Notice-to-Proceed (NTP) is given. The timeline for specific project deliverables is provided below in Table 2. This schedule assumes a 10 working day review time for all draft deliverables submitted to the City of Grand Junction and Energy Subcommittee. This schedule also assumes that the URS Team will incorporate and finalize all draft deliverables within 10 working days of receiving comments. This schedule is subject to change per availability of staff for meetings and time to review draft deliverables.

**Table 2. Schedule of Deliverables.**

<i>Task</i>	<i>Deliverable</i>	<i>Draft Submittal Date</i>	<i>Final Submittal Date</i>
<b>Task 1. Existing Data and Literature Search</b>	1) Set of standard questions for the interviews. 2) Draft/Final Letter Report summarizing information collected during interviews and document review (Tasks 1.1 and 1.2.	On-going updates during monthly status of progress at Energy Subcommittee meetings (10/22/07; 11/19/07;12/17/07 , more pending NTP)	20 working days from NTP (dependent upon availability of interviewees)
<b>Task 2. Water Demand Scenario Development</b>	Draft/Final Letter Report summarizing the URS' Team definition of production scenarios for near, moderate and long-term planning horizons, for the oil (including unconventional oil shale technologies), gas (including gasification conversion technology), coal, uranium energy sectors.	45 working days from NTP	65 working days from NTP
<b>Task 3. Review Conditional Water Rights</b>	Matrix summarizing information regarding the conditional water rights in the Yampa, White and Colorado River Basins.	25 working days from NTP	45 working days from NTP
<b>Task 4. Project Management, Meetings, and Coordination</b>	1) Monthly progress reports. 2) Participation and updates at the Energy Needs Assessment Subcommittee meetings.  3) Draft/Final Overall Report documenting Phase 1 Findings and Recommendations for	3 monthly progress reports. Mr. Sikora and/or Mrs. Fowler's participation at the 10/22/07; 11/19/07; 12/17/07, additional pending NTP, Energy Subcommittee Meetings. Participation in the January or	N/A

	Phase 2.	February 2008 Colorado River Roundtable meeting to present results of Phase 1.	
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## COSTS

Table 3 provides a more detailed summary of the estimated costs to implement and complete Phase 1 including an hourly breakdown by staff classification. The overall Phase 1 Level of Effort is 636 hours for a total cost (not-to-exceed) of \$87,329.

**Table 3. Estimated Level of Effort (Hours) and Costs for Phase 1.**

Task Description	Staff Classification and Hourly Rate <sup>1</sup>							Labor Total	ODC's <sup>2,3</sup>	TOTAL
	Consulting Professional	Senior Project Engineer	Staff Engineer	Senior Drafter/GIS	Technician	Word Processor	Project Assistant			
<b>Task 1 - Existing Data and Literature Search</b>	<b>36</b>	<b>64</b>	<b>16</b>		<b>16</b>			<b>\$16,196</b>	<b>\$8,255</b>	<b>\$24,451</b>
<i>Task 1.1 – Interviews<sup>4</sup></i>	24	24	8							
<i>Task 1.2 – Review of Documents</i>	12	40	8		16					
<b>Task 2 - Water Demand Scenario Development</b>	<b>24</b>	<b>48</b>	<b>16</b>	<b>8</b>				<b>\$12,328</b>	<b>\$5,698</b>	<b>\$18,026</b>
<i>TASK 3 - REVIEW CONDITIONAL WATER RIGHTS</i>	<b>24</b>	<b>24</b>	<b>24</b>	<b>16</b>	<b>120</b>	<b>8</b>		<b>\$19,408</b>	<b>\$825</b>	<b>\$20,233</b>
<b>Task 4 - Project Management, Meetings and Coordination</b>	<b>72</b>	<b>72</b>	<b>32</b>				<b>16</b>	<b>\$24,344</b>	<b>\$275</b>	<b>\$24,619</b>
<b>Phase 1 Total</b>	<b>156</b>	<b>208</b>	<b>88</b>	<b>24</b>	<b>136</b>	<b>8</b>	<b>16</b>	<b>\$72,276</b>	<b>\$15,053</b>	<b>\$87,329</b>

<sup>1</sup> URS Schedule of Fees and Charges – Engineering 2007 (Attached)

<sup>2</sup> Other Direct Costs (ODCs) - Travel costs [meals, gasoline, hotel accommodations), document reproducing, postage, etc. and subconsultant charges (for phase 1, BBC rate \$215/hour + 10% mark-up for all other ODCs)].

<sup>3</sup> Assume BBC working 20/month from NTP to 3 months (end of Phase 1)

<sup>4</sup> Task 1.1 Assumes eight 2 hour interviews for Mrs. Fowler and Mr. Sikora, plus some travel; three 2 hour interviews for Mr. Jeavons plus travel time.

## Attachment 1

State of Colorado, Colorado Water Conservation Board  
Contract Routing Number (CLIN #): \_\_\_\_\_  
Contract No. 150407  
Grant Amount: \$300,000

## GRANT CONTRACT

THIS CONTRACT, dated this \_\_\_\_\_, by and between the State of Colorado, for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board, located at 1313 Sherman Street, Suite 721, Denver, Colorado 80203, (the "**State**"), and the City of Grand Junction Water Enterprise Fund, located at 250 N. 5<sup>th</sup> Street, Grand Junction, Colorado 81501, ("**Contractor**" or "**Grantee**").

### FACTUAL RECITALS

- A. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for encumbering and subsequent payment of this Contract through the Colorado Financial Reporting Systems (COFRS).
- B. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
- C. Grantee's bid was selected in accordance with Colorado law and State Procurement Rules pursuant to the issuance of a grant which was awarded to Grantee by the Colorado Water Conservation Board on March 13, 2007;
- D. Authority for the agency entering into this Contract arises from Colorado Revised Statutes (CRS) 39-29-109(1)(a)(III), 37-75-102 and 37-74-104(2)(c) and Senate Bill 06-179 adopted by the 2006 General Assembly.
- E. The State has allocated grant funds for a study of consumptive water needs associated with energy development in the Colorado, White and Yampa river basins. Grantee is ready, willing and able to provide such a study.

NOW THEREFORE, in consideration of and subject to the terms, conditions, provisions and limitations contained in this Contract, the State and Grantee agree as follows:

### AGREEMENT

#### 1. Definitions

The following terms as used in this Contract shall be construed and interpreted as follows, unless the context otherwise expressly requires a different construction and interpretation:

- 1.1. "**Compensation**" means the funds payable to Grantee by the State which are related to the Services set forth in the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein.

- 1.2. **“Contract”** means this Contract for Services, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references that are incorporated pursuant to State Fiscal Rules and Policies.
- 1.4. **“Exhibit”** means a statement of work document, schedule, budget, or other identified exhibit which has been incorporated into and attached to this Contract.
- 1.4. **“Services”** means services performed or tangible material produced or delivered in the performance of services.

## **BASIC CONTRACT TERMS**

### **2. Scope of Work**

Grantee shall perform the Services described in **Exhibit A**, Scope of Work.

### **4. Performance Standard**

Grantee shall perform the Services described in **Exhibit A**, Scope of Work, in accordance with the highest standard of care, skill and diligence provided by a professional person or company in performance of work similar to the Services, and all services, and all consumables, products, and materials used in performance of the Services shall be of good quality and free from faults and defects. Grantee warrants that (a) services or goods provided under this Contract shall meet the description in **Exhibit A**, Scope of Work, (b) there are no pending or threatened suits, claims, or actions of any type with respect to the services provided and (c) the services and goods shall be free and clear of any liens, encumbrances, or claims arising by or through Grantee or any party related to Grantee.

### **4. Performance Term**

- 4.1. This Contract shall be effective upon approval by the Colorado State Controller, or designee, (the “Effective Date”) and extend through June 30, 2009. Performance of this Contract shall commence as soon as practicable after the Effective Date and shall be undertaken and performed in the sequence and manner set forth in **Exhibit A**, Scope of Work.
- 4.2. In the event the State desires to continue the Services and a replacement Contract has not been fully approved by the termination date of this Contract, the State, upon written notice to Grantee, may unilaterally extend this Contract for a period of up to two (2) months. The Contract shall be extended under the same terms and conditions as the original Contract, including, but not limited to prices, rates and service delivery requirements. This extension shall terminate at the end of the two (2) month period or when the replacement Contract is signed by the Colorado State Controller or an authorized delegate.

### **5. Grant Award (Compensation)**

- 5.1. Payment of the grant award amount pursuant to this Contract will be made as earned, in whole or in part, from available State funds encumbered in a maximum amount not to exceed \$300,000 for the performance of the Services and acquisition of Goods required by this Contract and **Exhibit A**, Scope of Work. Satisfactory performance under the terms of this Contract shall be a condition precedent to the State’s obligation to compensate Grantee.
- 5.2. The maximum compensation payable under this Contract, and under any renewal hereof, shall include all Grantee fees, costs and expenses, including but not limited to, labor costs, rent or mortgage payment, travel expenses, overhead, parts, repairs and replacements, mileage, supplies, mailing, testing, communications, reporting, debugging, delivery charges or other operation or Contract expenses.



- 5.3. The State shall not be liable to Grantee for payment of work or services or for costs or expenses incurred by Grantee prior to the "Effective Date".
- 5.4. The maximum amount available for this grant Contract shall be \$300,000 in fiscal years 2008 and 2009.

## **6. Availability of Funds**

This Contract is contingent upon the continuing availability of State appropriations as provided in Section 2 of the Colorado Special Provisions, incorporated as a part of this Contract. The State is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. If Federal appropriations or grants fund this Contract in whole or in part, the Contract is subject to and contingent upon the continuing availability of appropriated Federal funds for this Contract. If State of Colorado or Federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may immediately terminate the Contract in whole or in part without further liability.

## **PROCEDURES FOR AND OBLIGATIONS OF CONTRACT PERFORMANCE**

### **7. Billing/Payment Procedure**

7.1. The State shall establish billing procedures and pay Grantee the Contract price or rate for Services performed, reviewed, and accepted pursuant to all the terms and conditions of this Contract, including without limitation, performance, quality, milestones and completion requirements for payment set forth in **Exhibit A**, Scope of Work, and the State's inspection and acceptance rights in Section 8. Grantee shall submit invoices for payment on forms and provide requested documentation in a manner prescribed or approved by the State. Payments pursuant to this Contract shall be made as earned, in whole or in part, from available funds encumbered for the purchase of the described Services. Incorrect payments by the State to Grantee due to omission, error, fraud, or defalcation shall be recovered from Grantee by deduction from subsequent payments under this Contract or other Contracts between the State and Grantee or collected as a debt due to the State.

7.2. Invoices and payments shall be mailed using the US Postal Service or other delivery service with a properly addressed stamped envelop to the following addresses:

For the **State**:

Department of Natural Resources, Colorado Water Conservation Board  
1313 Sherman Street, Suite 721  
Denver, CO 80203  
Attention: Rick Brown

For **Grantee**:

City of Grand Junction Water Enterprise Fund  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Attention: Greg Trainor

7.3. The State shall make payment in full with respect to each invoice within forty-five (45) days of receipt thereof; provided that the amount invoiced represents Services which have been accepted by the State and the form of the invoice is acceptable to the State. Uncontested amounts not paid by the State within forty-five (45) days shall bear interest on the unpaid balance beginning with the forty-sixth (46th) day at a rate of one percent (1%) per month until paid in full; provided, however, that no interest shall accrue with respect to unpaid amounts for which the State has delivered to Grantee notice of a good faith dispute. Grantee shall invoice the State separately for accrued

interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the applicable interest rate.

## **8. Inspection and Acceptance**

The State reserves the right to inspect Services provided under this Contract at all reasonable times and places during the term of this Contract, including any extensions. If any of the Services or Goods do not conform to Contract requirements, the State may require Grantee to promptly perform the Services again in conformity with Contract requirements, at no additional cost to the State. When defects in the quality or quantity of Services cannot be corrected by re-performance, the State may:

- (a) require Grantee to take necessary action to ensure that future performance conforms to this Contract requirements; and
- (b) equitably reduce the payment due to Grantee to reflect the reduced value of the Services performed.

These remedies shall in no way limit the remedies available to the State in other provisions of this Contract or remedies otherwise available in equity or at law, all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures. Furthermore, the reduction, delay or denial of payment under this provision shall not constitute a breach of Contract or default by the State.

## **9. Reporting**

Unless otherwise provided in this Contract or the exhibits hereto, Grantee shall submit, on a quarterly basis and upon termination or completion of work, a written progress report analyzing the performance under this Contract and specifying progress made for each activity identified in Grantee's duties and obligations. Such written analysis shall be in accordance with the procedures developed and prescribed by the State. The preparation of reports in a timely manner shall be the responsibility of Grantee and failure to comply may result in the delay of payment of funds and/or termination of this Contract. Required reports shall be submitted to the State not later than the end of each calendar quarter, or at such time as otherwise specified. Notwithstanding anything herein to the contrary, including without limitation the priority provisions set forth in Section 35, specific reporting requirements set forth in **Exhibit A**, Scope of Work, or in other exhibits to this Contract, shall take precedence over this general reporting provision.

## **10. Rights in Data, Documents, and Computer Software**

- 10.1 Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Contract (the "Work Product"), shall be the exclusive property of the State and all Work Product shall be delivered to the State by Grantee upon completion, termination, or cancellation of this Contract. The rights of the State with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such Work.
- 10.2 Grantee shall not use, willingly allow, cause or permit such property to be used for any purpose other than the performance of Grantee's obligations under this Contract, without the prior written consent of the State. The rights of the State with respect to such property shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such property.

## **11. Maintenance, Inspection and Monitoring of Records**

- 11.1 Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of programs or the delivery of Services under this Contract, and shall maintain such records for a period of three (3) years after the date of termination of this Contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed; provided, that if an audit by or on behalf of the Federal and/or Colorado State government has begun but is not completed or audit

findings have not been resolved after a three (3) year period, such materials shall be retained until the resolution of the audit findings.

11.2 Grantee shall permit the State, the Federal Government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records during the term of this Contract and for a period of three (3) years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder.

11.3 Grantee also shall permit these same described entities to monitor all activities conducted by Grantee pursuant to the terms of this Contract. As the monitoring agency, in its sole discretion, may deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that will not unduly interfere with Contract performance.

## **12. Confidentiality of State Records and Information**

12.1 Grantee acknowledges that it may come into contact with confidential information in connection with this Contract or in connection with the performance of its obligations under this Contract, including but not limited to personal records and information of individuals. It shall be the responsibility of Grantee to keep all State records and information confidential at all times and to comply with all Colorado State and Federal laws and regulations concerning the confidentiality of information to the same extent applicable to the State. Any request or demand for information in the possession of Grantee made by a third party who is not an authorized party to this Contract shall be immediately forwarded to the State's principal representative for resolution.

12.2 Grantee shall notify all of its agent, employees, subcontractors and assigns who will come into contact with State information that they are subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of the requirements before they are permitted to access information or data. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and information wherever located. No State information of any kind shall be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by the Contract and as approved by the State. State information shall not be retained in any files or otherwise by Grantee or its agents, except as set forth in this Contract and approved by the State. Disclosure of State records or information may be cause for legal action against Grantee or its agents. Defense of any such action shall be the sole responsibility of Grantee.

## **13. Litigation Reporting**

Unless otherwise specifically provided herein, Grantee promptly shall notify the State in the event that Grantee learns of any actual litigation which involves the Services provided or Grantee's performance under this Contract in which Grantee is a party defendant. Grantee, within ten (10) days after being served with a summons, complaint, or other pleading in a case which involves the Services provided or Grantee's performance under this Contract, which has been filed in any Federal or state court or administrative agency, shall deliver copies of such document to the State's principal representative, or in absence of such designation, to the chief executive officer of the department, agency, or institution executing this Contract on behalf of the State.

## **14. Conflict of Interest.**

14.1 During the term of this Contract, Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations under this Contract.

- 14.2 Additionally, Grantee acknowledges that in governmental Contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, Grantee shall refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with the full performance of Grantee's obligations to the State in accordance with the terms and conditions of this Contract, without the prior written approval of the State.
- 14.3. In the event that Grantee is uncertain whether the appearance of a conflict of interest may reasonably exist, Grantee shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the Contract.
- 14.4. Grantee and subcontractors, permitted under the terms of this Contract, shall maintain a written code of standards governing the performance of their respective employees engaged in the award and administration of Contracts. No employee, officer or agent of Grantee or any permitted subcontractor shall participate in the selection, or in the award or administration of a Contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
- (a) an employee, officer or agent;
  - (b) any member of the employee's immediate family;
  - (c) an employee's partner; or
  - (d) an organization, which employs, or is about to employ, any of the above,
- has a financial or other interest in the firm selected for award. Grantee's or subcontractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Grantee, potential Contractors, or parties to sub-agreements.

## **REPRESENTATIONS AND WARRANTIES**

**15. Warranties.** During the term of this Contract and for a period of twelve (12) months following the State's final acceptance under this Contract, Grantee warrants as follows:

- 15.1 All Services under this Contract shall be performed in accordance with the specifications set forth in this Contract and **Exhibit A** and in a manner acceptable to the State. Grantee shall re-perform any Services that fail to satisfy this warranty.
- 15.2 All deliverables delivered under this Contract by Grantee shall meet the specifications set forth in this Contract and **Exhibit A**. Grantee shall correct or replace any deliverables which fail to satisfy this warranty.

The foregoing warranties and such other warranties as may be set forth in **Exhibit A**, Scope of Work, are a part of the minimum work requirements of this Contract, and as such will be at no additional cost to the State.

## **16. Licenses, Permits, and Responsibilities**

Grantee certifies that, at the time of entering into this Contract, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform the Services and/or deliver the Goods covered by this Contract. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract price. Additionally, all employees of Grantee performing services under this Contract shall hold the required licenses or certification, if any, to perform their responsibilities. Grantee, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any

revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform this Contract, shall be deemed to be a default by Grantee and grounds for termination of this Contract by the State.

#### **17. Tax Exempt Status**

Grantee acknowledges that the State of Colorado is not liable for any sales, use, excise, property or other taxes imposed by any Federal, State or local government tax authority. The State also is not liable for any Grantee franchise or income related tax. No taxes of any kind shall be charged to the State.

#### **18. Legal Authority**

Grantee warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind Grantee to its terms. In any event, Grantee agrees it shall submit voluntarily to the personal jurisdiction of the Federal and State courts in the State of Colorado and venue in the City and County of Denver, Colorado. The person(s) executing this Contract on behalf of Grantee warrant(s) that such person(s) have full authorization to execute this Contract.

#### **19. Compliance with Applicable Law**

Grantee shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable Federal and Colorado State laws, and their implementing regulations, as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of this Contract. Grantee also shall require compliance with such laws and regulations by subcontractors under subcontracts permitted under this Contract.

### **REMEDIES**

#### **20. Remedies**

In addition to any other remedies provided for in this Contract, and without limiting the remedies otherwise available at law or in equity, the State may exercise the following remedial actions if Grantee substantially fails to satisfy or perform the duties and obligations in this Contract. "Substantial failure" to satisfy duties and obligations shall be defined to mean material, insufficient, incorrect or improper performance, activities, or inaction by Grantee. These remedial actions are as follows:

- (a) Suspend Grantee's performance pending necessary corrective action as specified by the State, without Grantee's entitlement to adjustment in price/cost or schedule. Furthermore, at the State's option, a directive to suspend may include suspension of this entire Contract or any particular part of this Contract that the State determines in good faith would not be beneficial or in the State's best interests due to Grantee's substantial non-performance. Accordingly, the State shall not be liable to Grantee for costs incurred after the State has duly notified Grantee of the suspension of performance under this provision, and Grantee shall promptly cease performance and incurring costs in accordance with the State's directive;
- (b) Withhold payment to Grantee until the necessary Services or corrections in performance or development are satisfactorily completed;
- (c) Request the removal from work on this Contract of employees or agents of Grantee identified by the State, in its reasonable judgment, identifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this Contract the State deems to be contrary to the public interest or not in the best interests of the State;
- (d) Deny payment for those Services or obligations which have not been performed which have not been provided and which, due to circumstances caused by Grantee, cannot be performed, or if performed would be of no value to the State. Denial of the amount of

payment must be reasonably related to the value of work or performance lost to the State; and/or

- (e) Terminate this Contract for default.

The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.

## **21. Termination for Convenience**

21.3 When the interests of the State so require, the State may terminate this Contract in whole or in part, for the convenience of the State. The State shall give written notice of termination to Grantee specifying the termination of all or a portion of this Contract and the effective date of such. Exercise by the State of this termination for convenience provision shall not be deemed a breach of Contract by the State. Upon receipt of written notice, Grantee shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, Grantee shall stop work to the extent specified. Grantee also shall terminate outstanding orders and subcontracts as they relate to the terminated work. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Grantee under this Contract shall, at the option of the State, be delivered by Grantee to the State and shall become the State's property. The State may direct Grantee to assign Grantee's right, title, and interest under terminated orders or subcontracts to the State. Grantee shall complete and deliver to the State the work not terminated by the notice of termination and may incur obligations as are necessary to do so within the Contract terms.

21.4 If this Contract is terminated by the State as provided herein, Grantee shall be paid an amount which bears the same ratio to the total compensation as the Services satisfactorily performed or deliverables satisfactorily delivered bear to the total Services or deliverables covered by this Contract, less payments of compensation previously made. In addition, for Contracts that are less than 60% completed, the State may reimburse the Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Grantee during the Contract period which are directly attributable to the uncompleted portion of Grantee's obligations covered by this Contract. In no event shall reimbursement under this clause exceed the Contract amount. If this Contract is terminated for cause, or due to the fault of the Grantee, the Termination for Cause or Default provision shall apply.

## **22. Termination for Default/Cause**

If Grantee refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time and pursuant to the requirements and terms specified in this Contract, the State may notify Grantee in writing of such non-performance. If Grantee fails to promptly correct such delay or non-performance within the time specified, the State, may at its option, terminate this entire Contract or such part of this Contract as to which there has been delay or a failure to properly perform. If terminated for cause, the State shall only reimburse Grantee for accepted work or deliverables received up to the date of termination and final payments may be withheld. In the event of termination, all finished or unfinished documents, data, studies, research surveys, reports, other materials prepared by Grantee, or materials owned by the State in the possession of Grantee, at the option of the State, shall be returned immediately to the State or retained by the State as its property. At the State's option, Grantee shall continue performance of this Contract to the extent not terminated, if any, and shall be liable for excess costs incurred by the State in procuring from third parties replacement Services as cover. Notwithstanding any remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. Upon termination by the State, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. Further, the State may withhold amounts due to Grantee as the State deems necessary to protect the State against loss because of outstanding liens or claims of former lienholders and to reimburse the State for the excess costs incurred in procuring similar Services.

Any action taken by the State hereunder or pursuant to the paragraph 15 shall not be cause for Grantee to terminate this Contract for default or material breach. If, after termination by the State, it is determined for any reason that Grantee was not in default or that Grantee'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 this Contract had been terminated for convenience, as described herein.

### **23. Insurance**

23.1 The Grantee shall obtain, and maintain at all times during the term of this agreement, insurance in the following kinds and amounts:

a. Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the Contractor's employees acting within the course and scope of their employment.

b. 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:

- v. \$1,000,000 each occurrence;
- vi. \$1,000,000 general aggregate;
- vii. \$1,000,000 products and completed operations aggregate; and
- viii. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor 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.

c. 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.

23.2 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 Contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

23.3 The insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

23.4 The Contractor will require all insurance policies in any way related to the Contract and secured and maintained by the Contractor 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.

23.5 All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

23.6 The Grantee shall provide certificates showing insurance coverage required by this Contract to the State within 7 business days of the Effective Date of the Contract, but in no event later than the commencement of the Services under the Contract. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this Contract, the State may request in writing, and the Grantee shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

23.7 Notwithstanding Subsections 23.1 – 23.6 of this section, if the Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-101, *et seq.*, as amended ("Act"), the Grantee shall at all times during the term of this Contract 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 Grantee shall show proof of such insurance satisfactory to the State.

#### **24. Governmental Immunity**

Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Governmental Immunity Act. 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 sections 24-10-101, *et seq.*, C.R.S., as now or hereafter amended and the risk management statutes, sections 24-30-1501, *et seq.*, C.R.S., as now or hereafter amended.

#### **25. Force Majeure**

Neither Grantee nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract "force majeure" means acts of God; acts of the public enemy; public health/safety emergency acts of the State or any governmental entity in its sovereign capacity; fires; floods, epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

### **MISCELLANEOUS PROVISIONS**

#### **26. Representatives**

Each individual identified below is the principal representative of the designating party. All notices required to be given to a party pursuant to this Contract shall be hand delivered with receipt required or sent by certified or registered mail to such party's principal representative at the address for such party set forth below. Either party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent.

For the **State**:

Name: Rick Brown

Title: Section Chief, Intrastate Water Management and Development, CWCB

Address: 1313 Sherman Street, Room 721, Denver, CO 80203

Telephone: (303) 866-3514

For **Grantee**:

Name: Greg Trainor

Title: Utility & Streets Systems Director, City of Grand Junction Water Enterprise Fund

Address: 250 N. 5<sup>th</sup> Street, Grand Junction, Colorado 81501

Telephone: (970) 244-1564

#### **27. Assignment and Successors**

Unless otherwise specified in Exhibit A, Scope of Work, Grantee's rights and obligations under this Contract shall be deemed to be personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State, which shall not be unreasonably withheld. Any attempt at assignment, transfer or subcontracting without such consent shall be void, except that Grantee may assign the right to receive payments from the State pursuant to section 4-9-318, C.R.S. All subcontracts and subcontractors consented to by the State shall be made subject to the requirements, terms and conditions of this Contract. Grantee



alone shall be responsible for all subcontracting arrangements, directions and delivery of subcontracted work, and performance of any subcontracted Services. Grantee shall require and ensure that each subcontractor shall assent in writing to all the terms and conditions of this Contract, including an obligation of the subcontractor to indemnify the State as is required under Section 3 of the Colorado Special Provisions, incorporated as a part of this Contract.

**28. Third Party Beneficiaries**

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the State and Grantee. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of the State and Grantee that any such person or entity, other than the State or Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

**29. Severability**

To the extent this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable. 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.

**30. Waiver**

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

**31. Entire Understanding**

This Contract 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 effect whatsoever, unless embodied herein in 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 Colorado State Fiscal Rules.

**32. Survival of Certain Contract Terms**

Notwithstanding anything herein to the contrary, all terms and conditions of this Contract, including but not limited to its exhibits and attachments, which may require continued performance, compliance, or effect beyond the termination date of the Contract, shall survive such termination date and shall be enforceable by the State in the event of the Grantee's failure to perform or comply as required.

**33. Modification and Amendment**

33.1 This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the Effective Date of such change, as if fully set forth herein.

33.2 Except as specifically provided in this Contract, no modification of this Contract shall be effective unless agreed to in writing by both parties in an Amendment to this Contract, properly executed and approved in accordance with Colorado State law and State Fiscal Rules.

**34. Venue**

Venue for any action related to performance of this Contract shall be in the City and County of Denver, Colorado.

**35. Order of Precedence**

The provisions of this Contract shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- (a) Colorado Special Provisions, pages 13 to 14.
- (b) Remaining pages of the Contract, pages 1 to 12.
- (c) **Exhibit A**, Scope of Work

## SPECIAL PROVISIONS

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

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This Contract 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.** To the extent authorized by law, 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 Contracts]** No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, 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 Contracts] 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 Contracts*]. **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 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**

# THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

GRANTEE:

STATE OF COLORADO:

BILL RITTER, JR. GOVERNOR

City of Grand Junction  
Water Enterprise Fund

By \_\_\_\_\_  
For Executive Director, Department of Natural Resources

Date \_\_\_\_\_

**FEIN**

\_\_\_\_\_  
**Jim Doody**, Mayor

Date \_\_\_\_\_

LEGAL REVIEW:  
Attorney General, John W. Suthers

By \_\_\_\_\_

CORPORATIONS:  
(A corporate attestation is required.)

Attest (Seal) By \_\_\_\_\_  
**Stephanie Tuin**, City Clerk (Place corporate seal here, if available)

## **ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

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

STATE CONTROLLER  
Leslie M. Shenefelt

By \_\_\_\_\_

Date \_\_\_\_\_

## Attachment 2

October 19, 2007

Dan Birch, Deputy Manager  
Colorado River Water Conservation District  
201 Centennial, Suite 200  
Glenwood Springs, CO 81601  
dbirch@crwcd.org

Subject: Scope of Work - Energy Development Water Needs Assessment

Dear Dan:

The following scope of work outlines URS' approach to complete Phase 1 of the Energy Development Water Needs Assessment, as discussed with members of the Colorado, Yampa, and White River Basin Roundtable Energy Subcommittee on September 27, 2007. While there are several factors impacting energy development in Western Colorado, Phase 1 will focus on defining a range of scenarios to support the analysis of water demands for the various energy development and water planning projects for both the near and long-term planning horizons. The amount of water needed varies among each energy sector and is highly dependent upon their method of extraction and production techniques. URS will approach Phase 1 through the implementation of three tasks:

- 4) Research existing and available data reports related to the energy sector's water demands;
- 5) Define a series of energy production scenarios for near, moderate and long-term planning horizons for several different types of extraction and production techniques; and
- 6) Review and compile a list of the conditional water rights for the Colorado, Yampa, and White Rivers that can be developed by energy development companies.

It is anticipated that following phases of work will focus on developing the scenarios through modeling. Additional information regarding each task is provided below.

### **SCOPE OF WORK**

The following scope of work outlines URS' approach to meeting the overall objectives of Phase 1 of the Energy Development Water Needs Assessment.

This task will focus on gathering and reviewing existing reports, documents, and data relating to the various energy extraction and production techniques and anticipated timing and extent of development, with an emphasis on the specific water demands for each method. Data and information will be obtained primarily through two methods:

- 3) Interviewing various staff and personnel from the private energy sector, universities, research institutions, and regulatory agencies; and
- 4) Reviewing existing documentation and reports.

### ***Task 1.1 - Interviews***

URS will arrange and conduct personal interviews with key natural gas and oil shale production companies in the Colorado, White and Yampa River Basins in an effort to obtain, at a minimum, their specific rates of development; geographical locations of development (for both near and long-term planning horizons) and level of development at each stage (i.e., development stage, research and development, scale-up and confirmation, initial commercial production, production growth). In addition, URS will at a minimum, contact the Colorado Oil and Gas Commission (COGC) staff (natural gas regulators), Division of Natural Resources Oil Shale Committee, and the Division of Reclamation and Mine Safety (oil shale regulators) to understand what, if any, limiting production factors alter the rate of increase in production for natural gas and oil shale development. URS Team member, Mr. Doug Jeavons from BBC, will be providing specific contact information for some of these agencies and their consultants in order to maintain a level of consistency with the AGNWC study BBC is conducting related to the socioeconomic impacts of energy development on the Western Slope. Mr. Jeavons will also provide assistance with the contacts for other agencies and private companies such as, AGNWC, CRWCD, BLM White River Office, Rio Blanco, Moffat, Garfield, and Mesa Counties, and the State Demographer, as needed.

As part of the interview process, URS will develop a standard list of questions to use as guidance during the interviews. URS will submit this set of questions to the Energy Subcommittee for their input prior to beginning the interviews. The available information from the private personal interviews is entirely dependent upon the willingness of the company to disclose the information.

### ***Task 1.2 - Review of Documents and Reports***

URS has conducted a cursory overview of available information as presented in Table 1. This table is not a comprehensive list of the available information pertaining to the topic and URS will continue to update this table to reflect additional information as reviewed. Mr. Doug Jeavons will assist in the implementation of this task by providing information from his work with the AGNWC project. As part of this work, BBC will be developing scenarios for future energy activity levels as they relate to socioeconomics. These scenarios may need further refinement for purposes of projecting water demands for this project. For example, BBC's work for AGNWC will likely include projections of activity levels by county but not by river basin. BBC will also provide data already gathered and analyzed regarding historical energy activity levels. BBC will be available to participate in meetings with the Roundtable clients to discuss the development of the scenarios, as needed.

**Deliverables:** 1) Set of standard questions for the interviews. 2) Draft/Final Letter Report summarizing information collected during interviews and document review (Tasks 1.1 and 1.2). Note the number of meetings and interviews is dependent upon the availability and willingness of the parties to participate.

URS will conduct a conceptual level assessment of the water needed for energy development in Western Colorado. As part of this assessment, URS will use the information collected during Task 1 to define a set of water “demand and supply” scenarios for near, moderate, and long-term planning horizons with modest, moderate, and full production conditions. URS will conduct this assessment for the following energy sectors: oil, gas, coal, and uranium, including different extraction techniques as they apply, e.g., unconventional-oil shale and gasification conversion, to name a few. Water requirements vary throughout the life of the extraction and development of these various energy resources. For example, typical water uses for energy extraction includes, construction, potable water, dust control, drilling, processing, filling and cooling of the heated interval for reclamation, and rinsing of the zone inside the freeze wall (for certain processes). In order to address these factors the water demand scenarios will include a break-down of the following:

- 4) Direct use of water for extraction and development.
- 5) Additional municipal water demand from direct/indirect worker populations and multiplier impacts from resultant growth.
- 6) Water demands from off-site electrical generation needed for industrial and municipal development.

The defining of each scenario will be dependent upon available information to support the assumptions.

URS Team members will be providing additional information and insight as it relates to their existing projects supporting the energy development on the Western Slope, for instance BBC is conducting a socioeconomic study for AGNWC. The information from this effort will be used to develop the additional municipal water demand from direct/indirect worker populations.

**Table 1. List of Available Documents and Information (as collected by URS July 2007).**

Resource	Document/Information
<b>Federal Agency</b>	
Energy Information Administration	<ul style="list-style-type: none"> <li>- <a href="http://www.eia.doe.gov/oiaf/archive/aeo06/index.html">http://www.eia.doe.gov/oiaf/archive/aeo06/index.html</a></li> <li>- State Electricity Profiles 2004 (Colorado)</li> </ul>
National Academy of Sciences	
National Energy Technology Laboratory (NETL)	<ul style="list-style-type: none"> <li>- <a href="http://www.netl.doe.gov/technologies/oil-gas/publications/AP/IssuesforFEandWater.pdf">http://www.netl.doe.gov/technologies/oil-gas/publications/AP/IssuesforFEandWater.pdf</a></li> <li>- Estimating Freshwater Needs to Meet Future Thermoelectric Generation Requirements.</li> <li>- Power Plant-Water R&amp;D Program</li> </ul>
United States Department of Energy (DOE)	<ul style="list-style-type: none"> <li>- Assessment of Barrier Containment Technologies; A Comprehensive Treatment for Environmental Remediation Applications.</li> <li>- Report to Congress: The Interdependency of Energy and Water (2007).</li> <li>- Argonne National Laboratory Potential Ground Water and Surface Water Impacts from Oil Shale and Tar Sands Energy-Production Operations.</li> <li>- Los Alamos Laboratory study.</li> </ul>



**Table 1. List of Available Documents and Information (as collected by URS July 2007).**

Resource	Document/Information
United States	<ul style="list-style-type: none"> <li>- Programmatic Environmental Impact Statement (EIS) on Commercial Oil Shale Development (Draft Anticipated August 2007)</li> <li>- Environmental Assessment (EA) for: Shell Frontier Oil &amp; Gas Research, Development, and Demonstration; EGL Resources, Inc. Research, Development, and Demonstration; Oil Shale Exploration Company, LLC. Research Development, and Demonstration; and Chevron Oil Shale Research, Development, and Demonstration.</li> <li>- Findings of No Significant Impact (FONSI) and Decision Record for: Chevron U.S.A. EA and EGL Resources, Inc. EA.</li> <li>- White River Resources Area, Proposed Resource Management Plan and Final EIS.</li> <li>- Oil Shale &amp; Tar Sands Leasing Programmatic EIS website.</li> </ul>
United States Office of Technology	<ul style="list-style-type: none"> <li>- An Assessment of Oil Shale Technologies.</li> </ul>
United States forest Service (USFS)	
United States Geological Survey (USGS)	<ul style="list-style-type: none"> <li>- Water Quality in the Upper Colorado River Basin, Colorado, 1996-98. USGS Circular 1214.</li> <li>- Hydrogeochemistry and simulated solute transport, Piceance Basin, Northwestern Colorado (Open-File Report OF 80-72).</li> <li>- Long-term monitoring plan development to support energy development and salinity in Piceance Creek/White River Resource Area/North and South Piceance</li> </ul>
<b>State Agency</b>	
Colorado Division of Natural Resources (DNR) Oil Shale Committee	
Colorado Division of Water Resources (DWR)	Decision Support System (DSS) Model; Water Rights information
Colorado Oil and Gas Conservation Commission (COGCC)	<a href="http://oil-gas.state.co.us/">http://oil-gas.state.co.us/</a>
Colorado River Water Conservation District (CRWCD)	
Colorado Water Conservation Board (CWCB)	Harris Sherman energy development report
Department of Local Affairs (DOLA)	
Mesa State	Socio-economic/growth studies
Colorado School of Mines Oil Shale Symposiums	2006, 2007 (conference week of October 15, 2007)

**Table 1. List of Available Documents and Information (as collected by URS July 2007).**

Resource	Document/Information
<b>Local Agency</b>	
Associated Governments of Northwest Colorado (AGNC)	Socio-economic study by BBC Consultants
<b>Private</b>	
National Academy of Sciences	Colorado River Basin Water Management: Evaluating and Adjusting to Hydroclimatic Variability. Committee on the Scientific Basis of Colorado River Water Management, National Research Council.
RAND Corporation	<ul style="list-style-type: none"> <li>- Oil Shale in the Piceance Basin: An Analysis of Land Use Issues.</li> <li>- Oil Shale Development in the United States: Prospects and Policy Issues.</li> </ul>
Shell	<ul style="list-style-type: none"> <li>- Shell Mahogany Research Fact Sheet.</li> <li>- Volume 6 Oil Shale Test Mining Application (including specific agency feedback and comments)</li> </ul> <p><a href="http://www.shell.com/home/Framework?siteId-us-en&amp;FC2=/us-en/html/iwgen/shell_for_businesses/exploration_production_shared/mahogany_shared/zzz_lhn.html/iwgen/shell_for_business/exploration_production_shared/mahogany_shared/about_mahogany.html">http://www.shell.com/home/Framework?siteId-us-en&amp;FC2=/us-en/html/iwgen/shell_for_businesses/exploration_production_shared/mahogany_shared/zzz_lhn.html/iwgen/shell_for_business/exploration_production_shared/mahogany_shared/about_mahogany.html</a></p>
Xcel Energy	Transmission Group Studying "significant loads" (> 1 GW) in Colorado
World Energy Council (WEC)	Coal Gasification. Conception, Implementation, and Operation of the Elcogas IGCC Power Plant.

**Deliverables:** Draft/Final Letter Report summarizing the URS' Team definition of production scenarios for near, moderate and long-term planning horizons, for the oil (including unconventional oil shale technologies), gas (including gasification conversion technology), coal, uranium energy sectors. A list of assumptions will be included in the documentation of each scenario.

URS will compile a list of conditional water rights in the Colorado, Yampa and White River Basins. URS currently has the conditional water rights list for Water District (WD) 43 (White River). The list from Division 6 includes the known ownership. The URS Team will interview the water commissioner in WD 43 to confirm the list and check if there are absolute rights that are not being used that should also be included in our analysis. Development of the conditional water rights list in the Colorado River Basin will be a little more challenging. URS will query the tabulation for Division 5 WD 39 and 45 for conditional rights, including the ownership information. URS will interview the water commissioners in those districts to confirm ownership of the absolute and conditional rights lists. URS will also compile a list of decrees and evaluate the amount of water remaining that has not been transferred to other uses, including existing

agricultural water rights currently owned by energy companies, which may potentially be transferred to industrial uses in the future.

This information, combined with the source and location of energy development water needs in the near, moderate and long-term scenarios (under modest, moderate and full production) will provide the framework to evaluate or model potential impacts to the Colorado Compact and future water planning projects (Phase 2).

**Deliverable:** Matrix summarizing information obtained during the conditional water rights review for the Yampa, White and Colorado River Basins. This matrix will include qualitative and ownership information pertaining to the results of the conditional water rights review.

URS will provide the needed project management and correspondence to support Phase 1 of the Energy Development Water Needs Assessment. Included as part of this task are monthly progress reports to the fiscal sponsor, City of Grand Junction; documentation (phone logs, meeting minutes, e-mail correspondence, etc) of on-going communication as part of Task 1; participation in the monthly Energy Needs Assessment Subcommittee meetings.

Mr. John Sikora will serve as the Project Manager, responsible for ensuring quality throughout the project, coordinating with Roundtable members and pertinent energy users to make certain the assessment is complete and thorough; and managing the URS Team. Mrs. Angie Fowler will serve as a Project Engineer working closely with John to assist with the coordination, communication and documentation throughout the project. John and Angie will be supported by additional URS Team members for Phase 1, including Mr. Doug Jeavons, Ms. Meaghan Peters, and Mr. Jim Crawford.

**Deliverable:** 1) Monthly progress reports. 2) Participation and updates at the Energy Needs Assessment Subcommittee meetings. 3) Draft/Final Overall Report documenting Phase 1 Findings and Recommendations for Phase 2.

URS will deliver all products, data and information developed as a result of this project to CWCB in hard copy and electronic format as part of the project documentation. URS understands that this information will ultimately be made widely available to Basin Roundtables and the general public, helping to promote the development of a common technical platform.

## **SCHEDULE**

The anticipated schedule for Phase 1 will be 3 months from the time of Notice-to-Proceed (NTP) is given. The timeline for specific project deliverables is provided below in Table 2. This schedule assumes a 10 working day review time for all draft deliverables submitted to the City of Grand Junction and Energy Subcommittee. This schedule also assumes that the URS Team will incorporate and finalize all draft deliverables within 10 working days of receiving comments. This schedule is subject to change per availability of staff for meetings and time to review draft deliverables.

**Table 2. Schedule of Deliverables.**

<i>Task</i>	<i>Deliverable</i>	<i>Draft Submittal Date</i>	<i>Final Submittal Date</i>
<b>Task 1. Existing Data and Literature Search</b>	1) Set of standard questions for the interviews. 2) Draft/Final Letter Report summarizing information collected during interviews and document review (Tasks 1.1 and 1.2.	On-going updates during monthly status of progress at Energy Subcommittee meetings (10/22/07; 11/19/07;12/17/07 , more pending NTP)	20 working days from NTP (dependent upon availability of interviewees)
<b>Task 2. Water Demand Scenario Development</b>	Draft/Final Letter Report summarizing the URS' Team definition of production scenarios for near, moderate and long-term planning horizons, for the oil (including unconventional oil shale technologies), gas (including gasification conversion technology), coal, uranium energy sectors.	45 working days from NTP	65 working days from NTP
<b>Task 3. Review Conditional Water Rights</b>	Matrix summarizing information regarding the conditional water rights in the Yampa, White and Colorado River Basins.	25 working days from NTP	45 working days from NTP
<b>Task 4. Project Management, Meetings, and Coordination</b>	1) Monthly progress reports. 2) Participation and updates at the Energy Needs Assessment Subcommittee meetings.  3) Draft/Final Overall Report documenting Phase 1 Findings and Recommendations for	3 monthly progress reports. Mr. Sikora and/or Mrs. Fowler's participation at the 10/22/07; 11/19/07; 12/17/07, additional pending NTP, Energy Subcommittee Meetings. Participation in the January or	N/A

	Phase 2.	February 2008 Colorado River Roundtable meeting to present results of Phase 1.	
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## COSTS

Table 3 provides a more detailed summary of the estimated costs to implement and complete Phase 1 including an hourly breakdown by staff classification. The overall Phase 1 Level of Effort is 636 hours for a total cost (not-to-exceed) of \$87,329.

**Table 3. Estimated Level of Effort (Hours) and Costs for Phase 1.**

Task Description	Staff Classification and Hourly Rate <sup>1</sup>							Labor Total	ODC's <sup>2,3</sup>	TOTAL
	Consulting Professional	Senior Project Engineer	Staff Engineer	Senior Drafter/ GIS	Technician	Word Processor	Project Assistant			
<b>Task 1 - Existing Data and Literature Search</b>	<b>36</b>	<b>64</b>	<b>16</b>		<b>16</b>			<b>\$16,196</b>	<b>\$8,255</b>	<b>\$24,451</b>
<i>Task 1.1 – Interviews<sup>4</sup></i>	24	24	8							
<i>Task 1.2 – Review of Documents</i>	12	40	8		16					
<b>Task 2 - Water Demand Scenario Development</b>	<b>24</b>	<b>48</b>	<b>16</b>	<b>8</b>				<b>\$12,328</b>	<b>\$5,698</b>	<b>\$18,026</b>
TASK 3 - REVIEW CONDITIONAL WATER RIGHTS	24	24	24	16	120	8		\$19,408	\$825	\$20,233
<b>Task 4 - Project Management, Meetings and Coordination</b>	<b>72</b>	<b>72</b>	<b>32</b>				<b>16</b>	<b>\$24,344</b>	<b>\$275</b>	<b>\$24,619</b>
<b>Phase 1 Total</b>	<b>156</b>	<b>208</b>	<b>88</b>	<b>24</b>	<b>136</b>	<b>8</b>	<b>16</b>	<b>\$72,276</b>	<b>\$15,053</b>	<b>\$87,329</b>

<sup>1</sup> URS Schedule of Fees and Charges – Engineering 2007 (Attached)

<sup>2</sup> Other Direct Costs (ODCs) - Travel costs [meals, gasoline, hotel accommodations), document reproducing, postage, etc. and subconsultant charges (for phase 1, BBC rate \$215/hour + 10% mark-up for all other ODCs)].

<sup>3</sup> Assume BBC working 20/month from NTP to 3 months (end of Phase 1)

<sup>4</sup> Task 1.1 Assumes eight 2 hour interviews for Mrs. Fowler and Mr. Sikora, plus some travel; three 2 hour interviews for Mr. Jeavons plus travel time.

**Attach 3**

Change to Planning Commission Meeting Schedule

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Amending the Planning Commission Bylaws Changing the Time that Planning Commission Meetings Commence		
<b>File #</b>			
<b>Meeting Day, Date</b>	Wednesday, November 7, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>			
<b>Author Name &amp; Title</b>	Jamie B. Beard, Assistant City Attorney		
<b>Presenter Name &amp; Title</b>	Tim Moore, Public Works and Planning Director		

**Summary:** The time that the Planning Commission meetings start is established in the bylaws for the commission. City Council reviews and approves any changes to the bylaws. Effective with the first meeting in January 2008, the Planning Commission meetings shall begin at 6:00 p.m. All other bylaws shall remain in full force and effect.

**Budget:** N/A

**Action Requested/Recommendation:** Adoption of Resolution Approving the amendment to the Planning Commission Bylaws Amending the Meeting Schedule for the Planning Commission.

**Attachment:** Proposed Resolution

**Background Information:** Pursuant to its bylaws, the City of Grand Junction's Planning Commission has meetings for public hearings on the first and fourth Tuesday of each month commencing at 7:00 p.m.

Due to the increased number of development applications that the Planning Commission is reviewing for approval, denial, or recommendation to City Council, the members of the Planning Commission have determined that starting the meetings at 6:00 p.m. will provide better service to the public by allowing more matters to be heard in a timely manner. As the annual meeting schedule has been previously posted indicating that the time that the 2007 meetings were scheduled to begin was 7:00 p.m.

and for timely notification to applicants, the time change will be effective beginning with the Planning Commission's first meeting in January 2008.

All the members were in favor of the time change and ask that the City Council approve the change to the bylaws.



**RESOLUTION NO. \_\_\_\_-07**

**A RESOLUTION AMENDING THE BYLAWS OF THE PLANNING COMMISSION  
CHANGING THE TIME THAT THE MEETINGS COMMENCE**

RECITALS:

The current bylaws of the Grand Junction Planning Commission set forth the meeting time, days and location on the second and fourth Tuesdays of each month in the City Auditorium. It has been determined that an earlier time for the meetings to start is appropriate.

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

That the bylaws of the Grand Junction Planning Commission are amended as follows:

CONDUCT OF MEETINGS

1. The number of meetings per month and a schedule of meeting dates shall be established and may be altered or changed at any regularly scheduled meeting. Two regular meeting dates are established each month on the second and fourth Tuesdays of each month at 6:00 P.M. in the City Hall Auditorium, located at 250 North 5<sup>th</sup> Street.

All other terms of the bylaws shall remain in full force and effect.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
2007.

ATTEST:

\_\_\_\_\_  
Stephanie Tuin  
City Clerk

\_\_\_\_\_  
Jim Doody  
President of Council

**Attach 4**

Public Hearing – Create the Galley Lane Sanitary Sewer Improvement District No. SS-49-07

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Public Hearing of A Resolution to Create Sanitary Sewer Improvement District No. SS-49-07, and Award Construction Contract.		
<b>File #</b>			
<b>Meeting Day, Date</b>	Wednesday, November 7, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>		<b>Individual</b> <input checked="" type="checkbox"/>
<b>Date Prepared</b>	November 2, 2007		
<b>Author Name &amp; Title</b>	Michael Grizenko, Real Estate Technician		
<b>Presenter Name &amp; Title</b>	Tim Moore, Public Works and Planning Director		

**Summary:** A majority of the owners of real estate located in the area of Young Street between F 1/2 Road and Galley Lane have submitted a petition requesting an improvement district be created to provide sanitary sewer service to their respective properties, utilizing the septic sewer elimination program to help reduce assessments levied against the affected properties. This is the final step in the formal process required to create the proposed Improvement District.

**Budget:** Costs to be incurred within the limits of the proposed district boundaries are estimated to be \$243,592. Sufficient funds have been transferred from Fund 902, the sewer system “general fund”, to pay for these costs. Except for the 30% Septic System Elimination Program (SSEP) contribution, this fund will be reimbursed by assessments to be levied against the 17 benefiting properties, as follows:

Estimated Project Costs	\$243,592	\$14,329/ lot
-30% SSE amount (excluding easement costs)	<u>(\$73,078)</u>	<u>(\$ 4,299) / lot</u>
Total Estimated Assessments	\$170,514	\$10,030/ lot

This proposed improvement district is slated for construction as part of the 2007 revised budget of \$720,000 in **906-F48200**. A breakdown of the budget is as follows:

PROJECT NAME	BUDGET ESTIMATE
Galley Lane SID	\$ 250,000.00
Palace Verdes SID	\$ 199,061.00
Bluffs SID	\$ 241,348.00
23 Road S of Broadway	\$ 20,000.00
Estimated TOTAL:	\$ 710,409.00
Budget Total	<u>\$ 720,000.00</u>
Remaining Funds:	\$ 9,591.00

**Action Requested/Recommendation:** Adopt a Resolution Creating and Establishing Sanitary Sewer Improvement District No. SS-49-07 and Authorize the City Manager to enter into a construction contract with M.A. Construction Inc., in the amount of \$243,592.00.

**Attachments:**

1. Ownership summary
2. Vicinity map
3. Proposed resolution

**Background Information:** In 2001 the City Council and Mesa County Commissioners adopted two policies to promote the elimination of septic systems in the Persigo sewer service area. A total of \$720,000 is budgeted in 2007 revised to fund improvement districts that will extend sanitary sewer service to various neighborhoods. Additionally, a Septic System Elimination Program has been created that provides financial assistance for property owners who wish to participate in improvement districts. This program authorizes the City and Mesa County to pay 30% of the improvement district costs.

The proposed improvement district consists of 17 single-family properties which are connected to septic systems. Seventy-six percent of the property owners have signed a petition requesting that this improvement district be created. People’s Ordinance No. 33 authorizes the City Council to create improvement districts when requested by a majority of the property owners to be assessed. A summary of the process that follows submittal of the petition is provided below.

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

10. √ 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.

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

Creation of this proposed improvement district will require one (1) main line easement and one (1) private service line easement across properties included in this district.

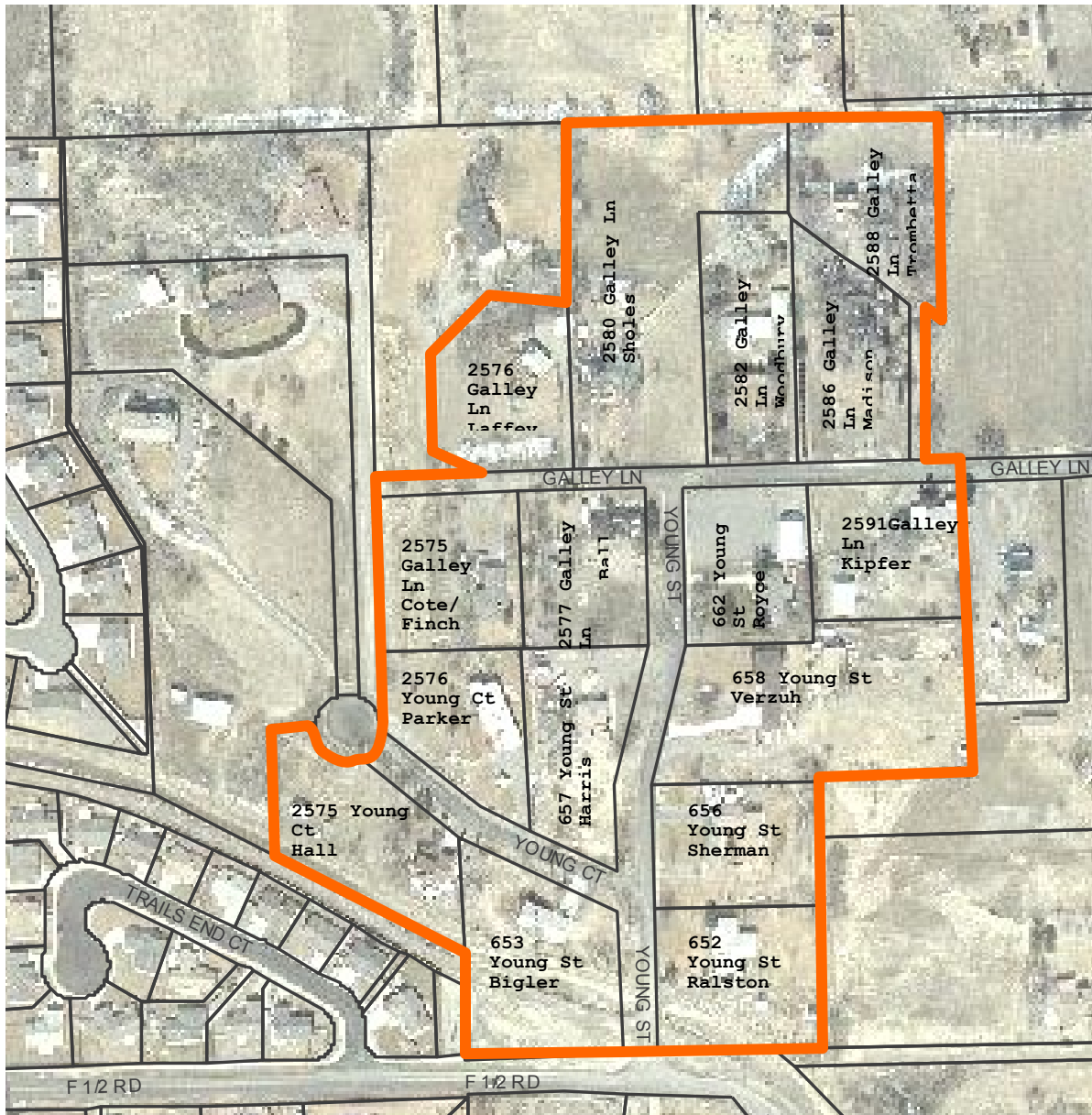
**PROPOSED GALLEY LANE  
SANITARY SEWER IMPROVEMENT DISTRICT**

<b>SCHEDULE NO.</b>	<b>OWNERSHIP</b>	<b>PROPERTY ADDRESS</b>	<b>ESMT REQ.?</b>
2945-031-01-001	• Michael Cote & Yvonne Finch	2575 Galley Lane	
2945-031-01-002	• Lawrence & Caroline Ball Trust	2577 Galley Lane	
2945-031-01-003	• Robert J. & Rebecca M. Royce	662 Young Street	
2945-031-01-005	Patrick Dwane Sherman	656 Young Street	
2945-031-01-006	• Patrick A. & Chrisy M. Ralston	652 Young Street	Yes
2945-031-01-008	• Bix & Kateri Bigler	653 Young Street	
2945-031-01-010	• Craig & Emily Parker	2576 Young Ct	Yes
2945-031-01-011	• Harold & Elizabeth Harris	657 Young Street	
2945-031-01-012	• John & Patricia Verzuh	658 Young Street	
2945-031-37-002	Christopher & Robin Madison	2586 Galley Lane	
2945-031-00-034	• Margaret Sholes	2580 Galley Lane	
2945-031-00-035	Peter & Susan Woodbury	2582 Galley Lane	
2945-031-00-038	• Denise Kipfer	2591 Galley Lane	
2945-031-71-001*	• David B. & Jenny L. Hall	2575 Young Ct	
2945-031-71-002*	• David B. & Jenny L. Hall	2573 Young Ct	
2945-031-00-181	John & Shirley Laffey, Trustees	2576 Galley Lane	
2945-031-37-003	• Sharon A. Trombetta	2588 Galley Lane	

\* Assessor number tentative based on conversation with Assessor's office; final number to be determined by Assessor's office after plat recordation.

- Indicates owners signing in favor of improvements are 13/17 or 76%

# BOUNDARY OF THE PROPOSED GALLEY LANE SANITARY SEWER IMPROVEMENT DISTRICT



**CITY OF GRAND JUNCTION, CO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CREATING AND ESTABLISHING  
SANITARY SEWER IMPROVEMENT DISTRICT NO. SS-49-07,  
WITHIN THE CORPORATE LIMITS OF THE  
CITY OF GRAND JUNCTION, COLORADO,  
AUTHORIZING THE INSTALLATION OF SANITARY SEWER FACILITIES AND  
ADOPTING DETAILS, PLANS AND SPECIFICATIONS FOR THE SAME**

WHEREAS, on the 19th day of September, 2007, the City Council passed Resolution No. 135-07 declaring its intention to create Sanitary Sewer Improvement District No. SS-49-07, authorizing the City Engineer to prepare full details, plans and specifications for the installation of sanitary sewer improvements together with a map of the district lands to be assessed, and authorizing a Notice of Intention to Create said district; and

WHEREAS, the City Engineer has fully and strictly complied with the directions so given and has filed such specifications and map, all in accordance with said Resolution No. 135-07 and the requirements of Chapter 28 of the City of Grand Junction Code of Ordinances, as amended, City Ordinance No. 178, as amended, and People's Ordinance No. 33; and

WHEREAS, the Notice of Intention to Create Sanitary Sewer Improvement District No. SS-49-07 was duly published as authorized by said Resolution No. 135-07.

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

1. That the details, plans and specifications and the map of the district lands prepared by the City Engineer are hereby approved and adopted.
2. That said Sanitary Sewer Improvement District No. SS-49-07 be, and the same is hereby, created and established; that the installation of certain sanitary sewer improvements therein be, and the same are hereby, authorized and directed in accordance with Chapter 28 of the Code of Ordinances, as amended, City Ordinance No. 178, as amended, and People's Ordinance No. 33.
3. That the installation of improvements for Sanitary Sewer Improvement District No. SS-49-07 shall be made by contract let to the lowest reliable and responsible bidder after public advertisement; except, that if it is determined by the City Council that the

bids are too high, and that the authorized improvements can be efficiently made by the City, the City may provide that the construction shall be made under the direction and control of the City Manager by hiring labor by the day or otherwise, and by purchasing all necessary materials, supplies and equipment.

4. That the improvements in said Sanitary Sewer Improvement District No. SS-49-07 were duly ordered, after notice duly given, and that all conditions precedent and all requirements of the laws of the State of Colorado, the Charter of said City, Ordinance No. 178, as amended, and People's Ordinance No. 33, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, have been strictly complied with.

5. That the description of the improvements to be constructed, the boundaries of said Sanitary Sewer Improvement District No. SS-49-07, the amounts estimated to be assessed, the number of installments and assessments, the time in which the costs shall be payable, the rate of interest on unpaid installments, and the manner of apportioning and assessing such costs, shall be as prescribed in Resolution No. 135-07 adopted for said District on the 19th day of September, 2007, and in accordance with the published Notice of Intention to Create said District.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk



**Attach 5**

Public Hearing – Timberline Steel Annexation & Zoning, Located at 2185 River Road

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Timberline Steel Annexation and Zoning - Located at 2185 River Road		
<b>File #</b>	ANX-2007-242		
<b>Meeting Day, Date</b>	Wednesday, November 7, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>		<b>Individual</b> X
<b>Date Prepared</b>	October 24, 2007		
<b>Author Name &amp; Title</b>	Faye Hall, Associate Planner		
<b>Presenter Name &amp; Title</b>	Faye Hall, Associate Planner		

**Summary:** Request to annex and zone 2 acres, located at 2185 River Road, to I-1 (Light Industrial). The Timberline Steel Annexation consists of one parcel. The property is located on the southeast corner of River Road and Railhead Circle.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt Resolution accepting the petition for the Timberline Steel Annexation and hold a public hearing and consider final passage of the Annexation Ordinance and Zoning Ordinance.

**Attachments:**

1. Staff report/Background information
2. Annexation – Site Location Map / Aerial Photo Map
3. Future Land Use Map / Existing County and City Zoning Map
4. Acceptance Resolution
5. Annexation Ordinance
6. Zoning Ordinance

**Background Information:** See attached Staff Report/Background Information

STAFF REPORT/BACKGROUND INFORMATION			
<b>Location:</b>		2185 River Road	
<b>Applicants:</b>		Owner: McCallin Real Estate, LLC – Jeff Henke Representative: Vortex Engineering, Inc. – Robert Jones II	
<b>Existing Land Use:</b>		Vacant	
<b>Proposed Land Use:</b>		Outdoor Storage	
<b>Surrounding Land Use:</b>	<b>North</b>	Commercial	
	<b>South</b>	Industrial	
	<b>East</b>	Industrial – Timberline Steel	
	<b>West</b>	Industrial	
<b>Existing Zoning:</b>		County PUD	
<b>Proposed Zoning:</b>		I-1 (Light Industrial)	
<b>Surrounding Zoning:</b>	<b>North</b>	C-2 (General Commercial)	
	<b>South</b>	County PUD (Planned Unit Development)	
	<b>East</b>	I-2 (General Industrial)	
	<b>West</b>	C-2 (General Commercial)	
<b>Growth Plan Designation:</b>		Commercial / Industrial	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 2 acres of land and is comprised of one parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

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

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

<b><u>ANNEXATION SCHEDULE</u></b>	
<b>September 19, 2007</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>September 25, 2007</b>	Planning Commission considers Zone of Annexation
<b>October 17, 2007</b>	Introduction of a proposed Ordinance on Zoning by City Council
<b>November 7, 2007</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>December 8, 2007</b>	Effective date of Annexation and Zoning

<b>TIMBERLINE STEEL ANNEXATION SUMMARY</b>		
<b>File Number:</b>	ANX-2007-242	
<b>Location:</b>	2185 River Road	
<b>Tax ID Number:</b>	2697-364-10-006	
<b>Parcels:</b>	1	
<b>Estimated Population:</b>	0	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	0	
<b>Acres land annexed:</b>	2	
<b>Developable Acres Remaining:</b>	2	
<b>Right-of-way in Annexation:</b>	0	
<b>Previous County Zoning:</b>	PUD (Planned Unit Development)	
<b>Proposed City Zoning:</b>	I-1 (Light Industrial)	
<b>Current Land Use:</b>	Vacant	
<b>Future Land Use:</b>	Outdoor Storage	
<b>Values:</b>	<b>Assessed:</b>	\$94,740
	<b>Actual:</b>	\$326,700
<b>Address Ranges:</b>	2183 thru 2185 River Road (Odd only)	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water
	<b>Sewer:</b>	Persigo
	<b>Fire:</b>	Grand Junction Rural
	<b>Irrigation/Drainage:</b>	Grand Valley Irrigation Grand Junction Drainage District
	<b>School:</b>	District 51

**Zone of Annexation:** The requested zone of annexation to the I-1 district is consistent with the Growth Plan designation of Commercial / Industrial. The existing County zoning is PUD. 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 proposed zone district of I-1 is compatible with the neighborhood as this area is predominantly commercial or industrial in nature and has established industrial uses. The requested zone is also in conformance with the Commercial / Industrial Growth Plan designation.

- 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.

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-O (Industrial / Office Park)

**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.

# Annexation / Site Location Map

Figure 1



# Aerial Photo Map

Figure 2

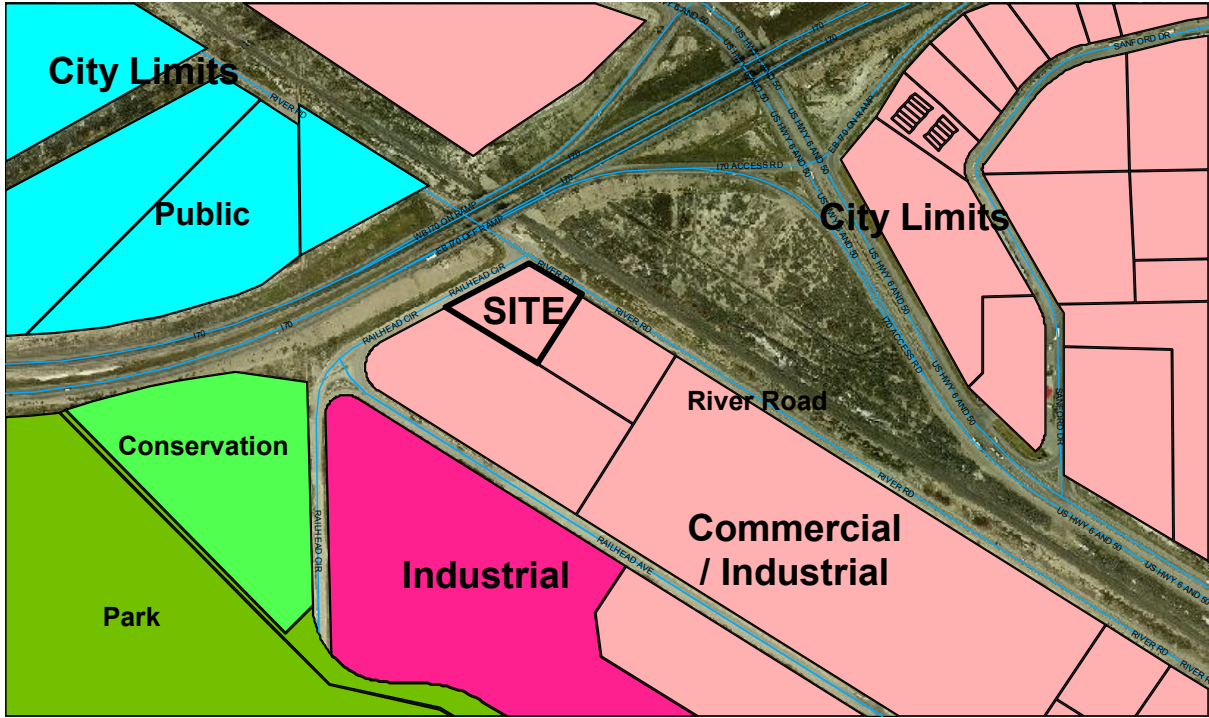






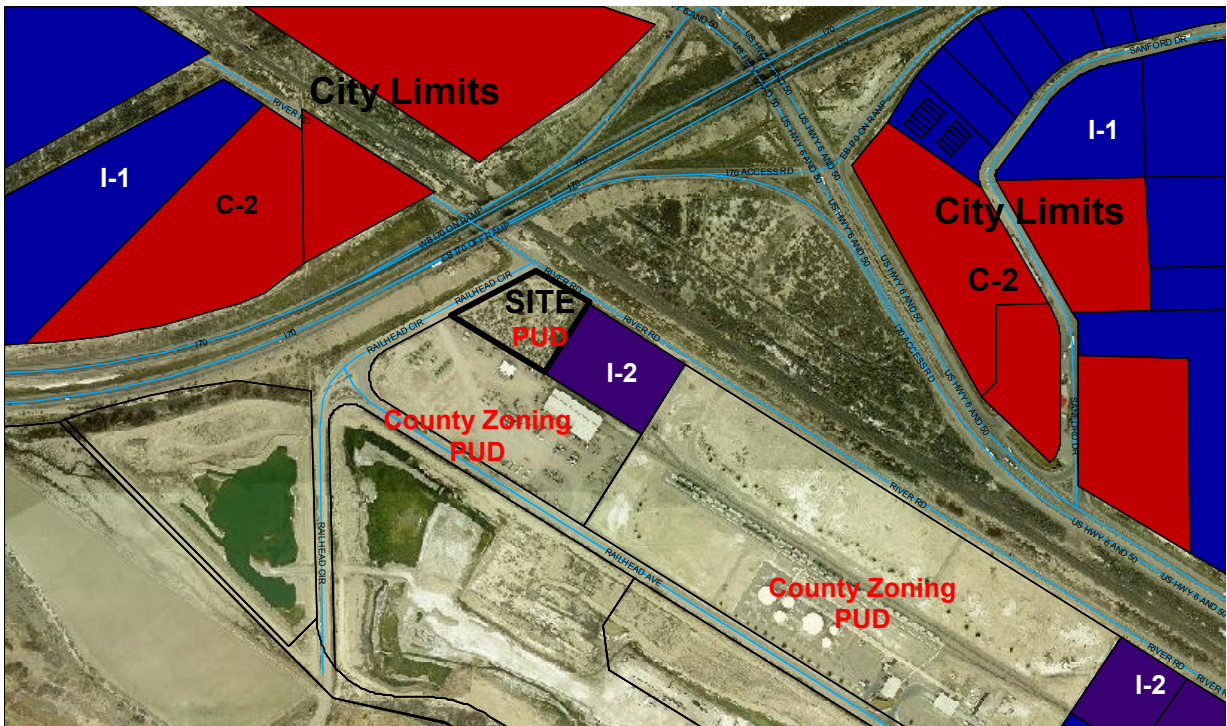
# Future Land Use Map

Figure 3



# Existing City and County Zoning

Figure 4







**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A  
PETITION FOR ANNEXATION, MAKING CERTAIN  
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE**

**TIMBERLINE STEEL ANNEXATION**

**LOCATED AT 2185 RIVER ROAD**

**IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 19th day of September, 2007, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**TIMBERLINE STEEL ANNEXATION**

A parcel of land located in the Southeast Quarter (SE 1/4) of Section 36, Township 1 North, Range 2 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Northerly corner of Block 1 in Railhead Industrial Park As Amended, Plat Book 13, Page 34, Mesa County Colorado records, said Northerly corner also being a point on Persigo Annexation No. 2, Ordinance No.2556, City of Grand Junction, and assuming the Northerly line of said Block 1 to bear N56°20'29"W with all bearings contained herein relative thereto; thence S56°20'29"E, along the said Northerly line of Block 1, said line being a portion of the perimeter of said Persigo Annexation No. 2, a distance of 219.05 feet to a point on the Westerly boundary of Steel Inc. Annexation, Ordinance No. 3094, City of Grand Junction; thence S33°54'49"W, along the said Westerly line of Steel Inc. Annexation, a distance of 288.96 feet; thence N56°29'47"W a distance of 383.15 feet to a point on the Northwesterly line of said Block 1, also being a point on the perimeter of said Persigo Annexation No. 2; thence N63°21'20"E, along the said Northwesterly line of Block 1, said line also being a portion of the perimeter of said Persigo Annexation No. 2, a distance of 333.83 feet, more or less, to the Point of Beginning.

Containing 87,117 square feet (2.00 acres), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 7th day of November, 2007; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2007.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**TIMBERLINE STEEL ANNEXATION**

**APPROXIMATELY 2 ACRES**

**LOCATED AT 2185 RIVER ROAD**

**WHEREAS**, on the 19th day of September, 2007, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 7th day of November, 2007; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

Timberline Steel Annexation

A parcel of land located in the Southeast Quarter (SE 1/4) of Section 36, Township 1 North, Range 2 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Northerly corner of Block 1 in Railhead Industrial Park As Amended, Plat Book 13, Page 34, Mesa County Colorado records, said Northerly corner also being a point on Persigo Annexation No. 2, Ordinance No.2556, City of Grand Junction, and assuming the Northerly line of said Block 1 to bear N56°20'29"W with all bearings contained herein relative thereto; thence S56°20'29"E, along the said Northerly line of Block 1, said line being a portion of the perimeter of said Persigo

Annexation No. 2, a distance of 219.05 feet to a point on the Westerly boundary of Steel Inc. Annexation, Ordinance No. 3094, City of Grand Junction; thence S33°54'49"W, along the said Westerly line of Steel Inc. Annexation, a distance of 288.96 feet; thence N56°29'47"W a distance of 383.15 feet to a point on the Northwesterly line of said Block 1, also being a point on the perimeter of said Persigo Annexation No. 2; thence N63°21'20"E, along the said Northwesterly line of Block 1, said line also being a portion of the perimeter of said Persigo Annexation No. 2, a distance of 333.83 feet, more or less, to the Point of Beginning.

Containing 87,117 square feet (2.00 acres), more or less, as described.

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

**INTRODUCED** on first reading on the 19th day of September, 2007 and ordered published.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE TIMBERLINE STEEL ANNEXATION TO  
I-1 (LIGHT INDUSTRIAL)**

**LOCATED AT 2185 RIVER 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 Timberline Steel 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).

**TIMBERLINE STEEL ANNEXATION**

A parcel of land located in the Southeast Quarter (SE 1/4) of Section 36, Township 1 North, Range 2 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Northerly corner of Block 1 in Railhead Industrial Park As Amended, Plat Book 13, Page 34, Mesa County Colorado records, said Northerly corner also being a point on Persigo Annexation No. 2, Ordinance No.2556, City of Grand Junction, and assuming the Northerly line of said Block 1 to bear N56°20'29"W with all bearings contained herein relative thereto; thence S56°20'29"E, along the said Northerly line of Block 1, said line being a portion of the perimeter of said Persigo Annexation No. 2, a distance of 219.05 feet to a point on the Westerly boundary of Steel Inc. Annexation, Ordinance No. 3094, City of Grand Junction; thence S33°54'49"W, along the said Westerly line of Steel Inc. Annexation, a distance of

288.96 feet; thence N56°29'47"W a distance of 383.15 feet to a point on the Northwesterly line of said Block 1, also being a point on the perimeter of said Persigo Annexation No. 2; thence N63°21'20"E, along the said Northwesterly line of Block 1, said line also being a portion of the perimeter of said Persigo Annexation No. 2, a distance of 333.83 feet, more or less, to the Point of Beginning.

Containing 87,117 square feet (2.00 acres), more or less, as described.

Introduced on first reading this 17th day of October, 2007 and ordered published.

**ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk

**Attach 6**

Public Hearing – Krabacher Annexation &amp; Zoning, Located at 2946 B ½ Road

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Krabacher Annexation and Zoning - Located at 2946 B ½ Road		
<b>File #</b>	ANX-2007-241		
<b>Meeting Day, Date</b>	Wednesday, November 7, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>		<b>Individual</b> X
<b>Date Prepared</b>	October 24, 2007		
<b>Author Name &amp; Title</b>	Faye Hall, Associate Planner		
<b>Presenter Name &amp; Title</b>	Faye Hall, Associate Planner		

**Summary:** Request to annex and zone 10 acres, located at 2946 B ½ Road, to R-4 (Residential, 4 units per acre). The Krabacher Annexation consists of one parcel. This property is on the west side of 29 ½ Road directly north of B ½ Road on Orchard Mesa.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt Resolution accepting the petition for the Krabacher Annexation and hold a public hearing and consider final passage of the Annexation Ordinance and Zoning Ordinance.

**Attachments:**

1. Staff report/Background information
2. Annexation – Site Location Map / Aerial Photo Map
3. Future Land Use Map / Existing County and City Zoning Map
4. Acceptance Resolution
5. Annexation Ordinance
6. Zoning Ordinance

**Background Information:** See attached Staff Report/Background Information



STAFF REPORT/BACKGROUND INFORMATION					
<b>Location:</b>		2946 B ½ Road			
<b>Applicants:</b>		Owners: Paul and Roberta Krabacher Representative: Vista Engineering Corp – David Chase Developer: Silas Colman			
<b>Existing Land Use:</b>		Single Family Residential			
<b>Proposed Land Use:</b>		Single Family Residential			
<b>Surrounding Land Use:</b>	<b>North</b>	Single Family Residential			
	<b>South</b>	Single Family Residential and Chipeta Golf Course			
	<b>East</b>	Single Family Residential			
	<b>West</b>	Single Family Residential			
<b>Existing Zoning:</b>		County RSF-R			
<b>Proposed Zoning:</b>		R-4 (Residential, 4 units per acre)			
<b>Surrounding Zoning:</b>	<b>North</b>	County RSF-R			
	<b>South</b>	City R-4 and County PUD			
	<b>East</b>	County RSF-R & PUD			
	<b>West</b>	R-4 (Residential, 4 units per acre)			
<b>Growth Plan Designation:</b>		Residential Medium Low 2-4 du/ac			
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>		<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 10 acres of land and is comprised of one parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

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

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

demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

<b><u>ANNEXATION SCHEDULE</u></b>	
<b>September 19, 2007</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>September 25, 2007</b>	Planning Commission considers Zone of Annexation
<b>October 17, 2007</b>	Introduction of a proposed Ordinance on Zoning by City Council
<b>November 7, 2007</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>December 8, 2007</b>	Effective date of Annexation and Zoning

<b>KRABACHER ANNEXATION SUMMARY</b>		
<b>File Number:</b>	ANX-2007-241	
<b>Location:</b>	2946 B ½ Road	
<b>Tax ID Number:</b>	2943-292-00-023	
<b>Parcels:</b>	1	
<b>Estimated Population:</b>	4	
<b># of Parcels (owner occupied):</b>	1	
<b># of Dwelling Units:</b>	1	
<b>Acres land annexed:</b>	10	
<b>Developable Acres Remaining:</b>	10	
<b>Right-of-way in Annexation:</b>	0	
<b>Previous County Zoning:</b>	RSF-R	
<b>Proposed City Zoning:</b>	R-4	
<b>Current Land Use:</b>	Single Family Residential	
<b>Future Land Use:</b>	Single Family Residential	
<b>Values:</b>	<b>Assessed:</b>	\$13,000
	<b>Actual:</b>	\$143,030
<b>Address Ranges:</b>	2942 thru 2948 B ½ Road (even only)	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water
	<b>Sewer:</b>	Persigo
	<b>Fire:</b>	Grand Junction Rural
	<b>Irrigation/Drainage:</b>	Orchard Mesa Irrigation and Drainage
	<b>School:</b>	District 51

**Zone of Annexation:** The requested zone of annexation to the R-4 district is consistent with the Growth Plan designation of Residential Medium Low 2-4 du/ac. The existing County zoning is RSF-R. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6.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: This area on Orchard Mesa is experiencing a lot of growth with all of the existing and proposed subdivisions in the area being zoned R-4 and RSF-4 in the County. Therefore, the proposed zone district is compatible with the neighborhood and is in conformance with the Growth Plan designation of Residential Medium Low 2-4 du/ac.

- 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.

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

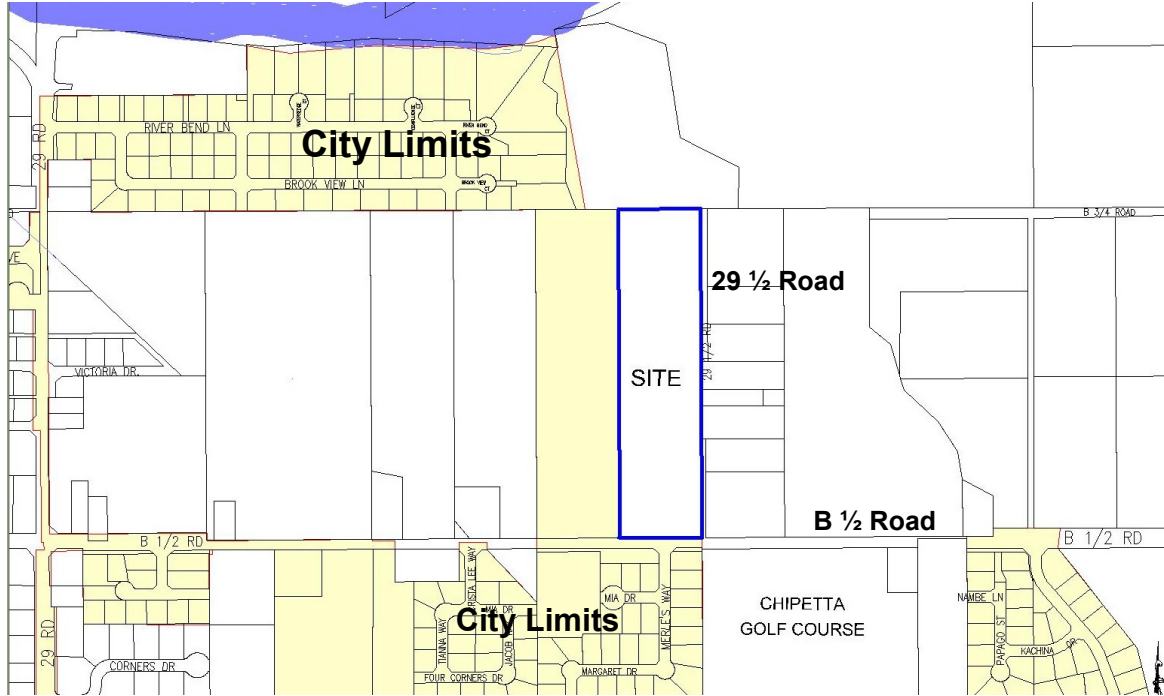
- c. R-2 (Residential, 2 units per acre)

**PLANNING COMMISSION RECOMMENDATION:**

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

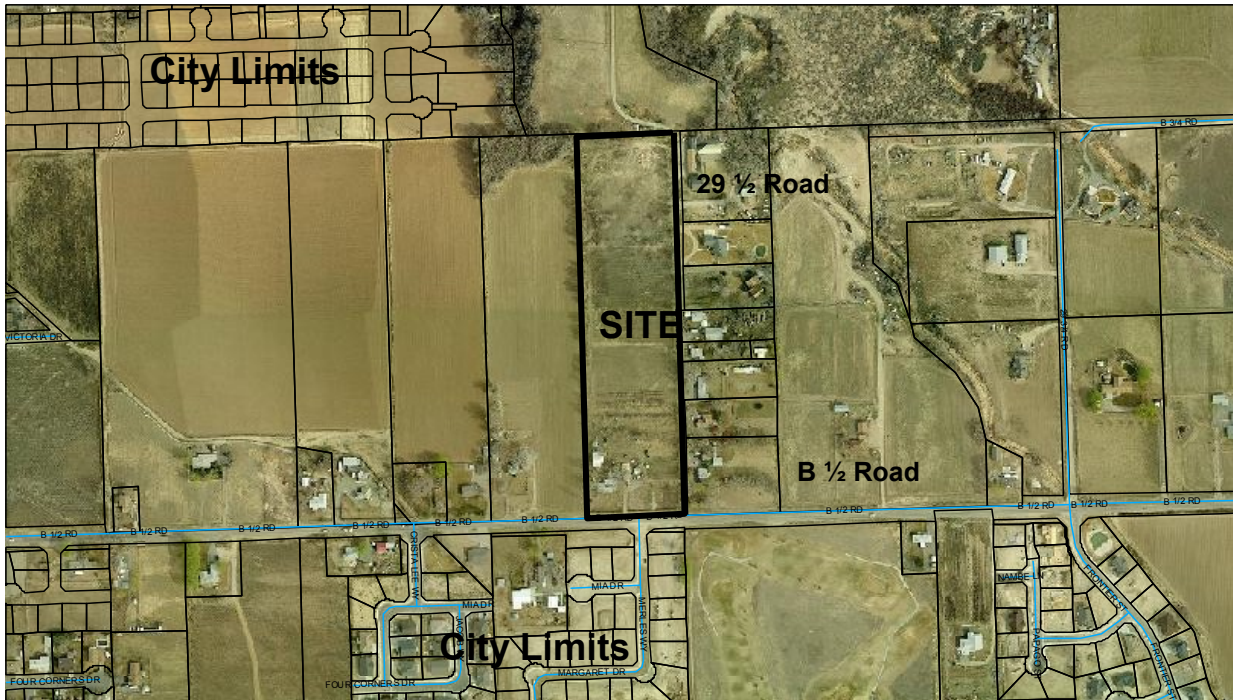
# Annexation / Site Location Map

Figure 1



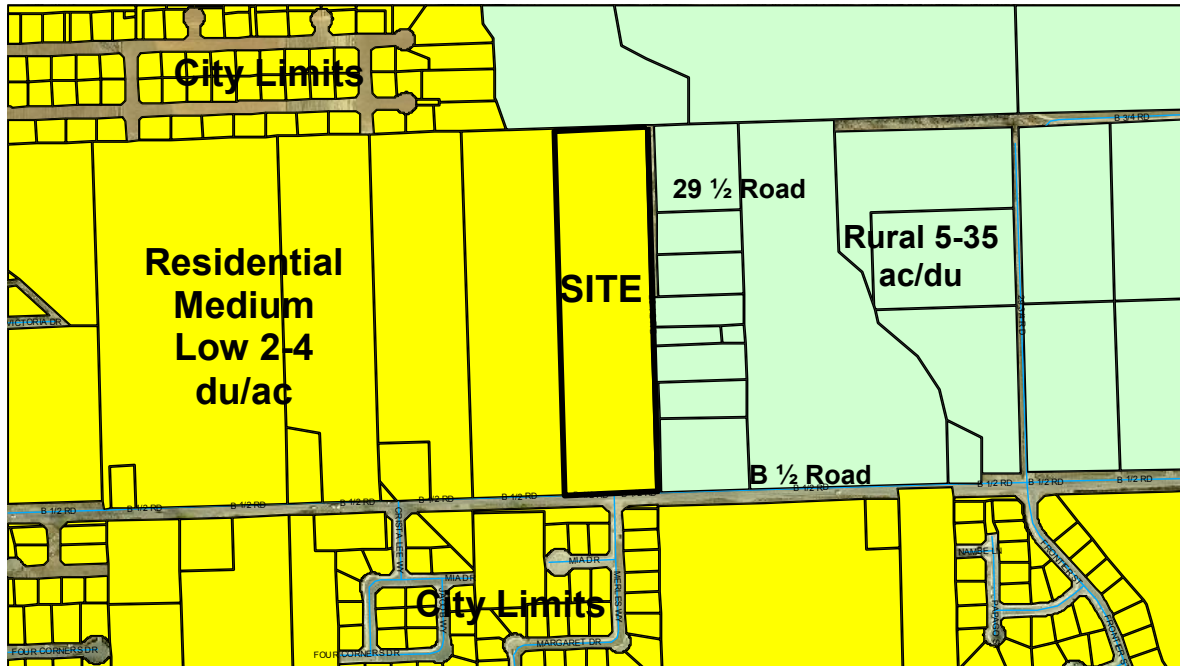
# Aerial Photo Map

Figure 2



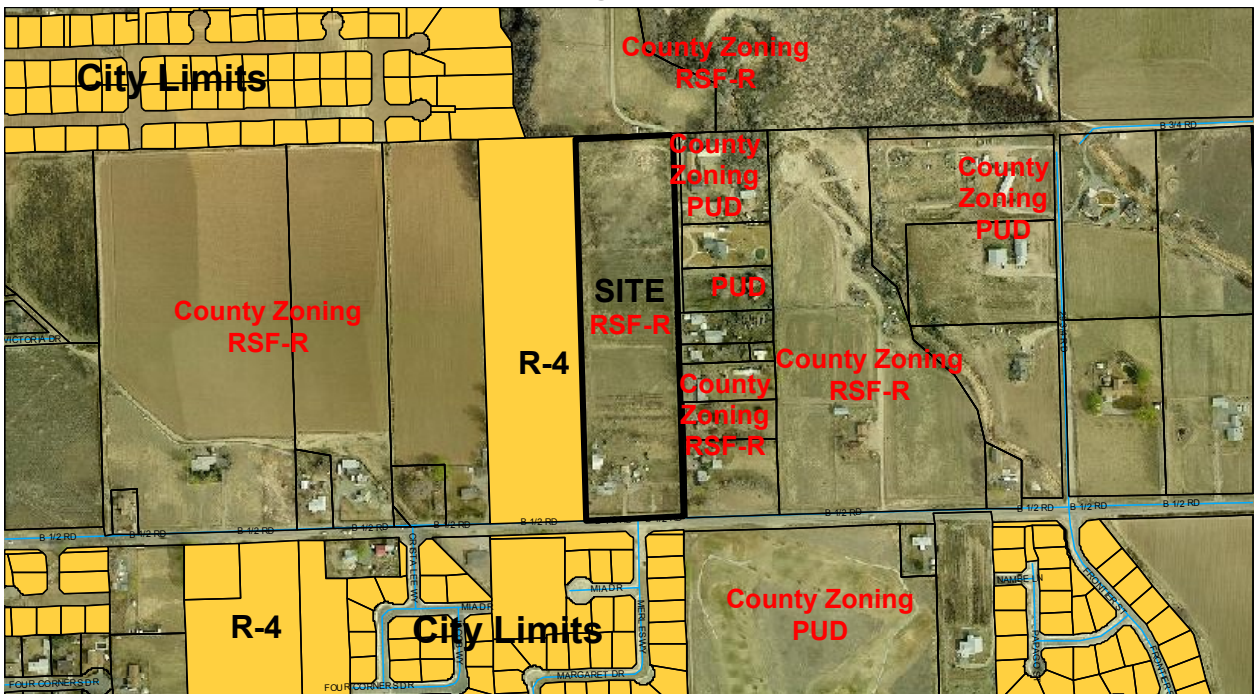
# Future Land Use Map

Figure 3



## Existing City and County Zoning

Figure 4



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A  
PETITION FOR ANNEXATION, MAKING CERTAIN  
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE**

**KRABACHER ANNEXATION**

**LOCATED AT 2946 B 1/2 ROAD**

**IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 19th day of September, 2007, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**KRABACHER ANNEXATION**

A certain parcel of land located in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

All that portion of the SE1/4 NW1/4 of said Section 29 lying East of Colvin Annexation No. 1, Ordinance No. 3970, City of Grand Junction and Colvin Annexation No. 2, Ordinance No. 3971, City of Grand Junction.

Containing 435,514.06 square feet (10.00 acres), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 7th day of November, 2007; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City;

that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2007.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**KRABACHER ANNEXATION**

**APPROXIMATELY 10 ACRES**

**LOCATED AT 2946 B ½ ROAD**

**WHEREAS**, on the 19th day of September, 2007, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 7th day of November, 2007; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

Krabacher Annexation

A certain parcel of land located in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

All that portion of the SE1/4 NW1/4 of said Section 29 lying East of Colvin Annexation No. 1, Ordinance No. 3970, City of Grand Junction and Colvin Annexation No. 2, Ordinance No. 3971, City of Grand Junction.

Containing 435,514.06 square feet (10.00 acres), more or less, as described.

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

**INTRODUCED** on first reading on the 19th day of September, 2007 and ordered published.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE KRABACHER ANNEXATION TO  
R-4 (RESIDENTIAL, 4 UNITS PER ACRE)**

**LOCATED AT 2946 B ½ ROAD**

**Recitals**

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Krabacher Annexation to the R-4 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 R-4 zone district is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property be zoned R-4 (Residential, 4 units per acre).

**KRABACHER ANNEXATION**

A certain parcel of land located in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

All that portion of the SE1/4 NW1/4 of said Section 29 lying East of Colvin Annexation No. 1, Ordinance No. 3970, City of Grand Junction and Colvin Annexation No. 2, Ordinance No. 3971, City of Grand Junction.

Containing 435,514.06 square feet (10.00 acres), more or less, as described.

Introduced on first reading this 17th day of October, 2007 and ordered published.

**ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

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President of the Council

---

City Clerk

**Attach 7**

Public Hearing – Crespin Annexation & Zoning, Located at 2930 D ½ Road

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Crespin Annexation and Zoning, located at 2930 D ½ Road		
<b>File #</b>	ANX-2007-234		
<b>Meeting Day, Date</b>	Wednesday, November 7, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>	<input type="checkbox"/>	<b>Individual</b> <input checked="" type="checkbox"/>
<b>Date Prepared</b>	October 24, 2007		
<b>Author Name &amp; Title</b>	Faye Hall, Associate Planner		
<b>Presenter Name &amp; Title</b>	Faye Hall, Associate Planner		

**Summary:** Request to annex and zone 5.37 acres, located at 2930 D ½ Road, to R-8 (Residential, 8 units per acre). The Crespin Annexation consists of two parcels and includes a portion of the D ½ Road right-of-way. This property is located on the north side of D ½ Road and south of the railroad tracks in the Pear Park area.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt Resolution accepting the petition for the Crespin Annexation and hold a public hearing and consider final passage of the Annexation Ordinance and Zoning Ordinance.

**Attachments:**

1. Staff report/Background information
2. Annexation – Site Location Map / Aerial Photo Map
3. Future Land Use Map / Existing County and City Zoning Map
4. Acceptance Resolution
5. Annexation Ordinance
6. Zoning Ordinance

**Background Information:** See attached Staff Report/Background Information

STAFF REPORT/BACKGROUND INFORMATION			
<b>Location:</b>		2930 D ½ Road	
<b>Applicants:</b>		Owner: Zeck Homes, Inc. – Brooke Bray	
<b>Existing Land Use:</b>		Single Family Residential	
<b>Proposed Land Use:</b>		Single Family Residential	
<b>Surrounding Land Use:</b>	<b>North</b>	Railroad Tracks and Commercial	
	<b>South</b>	Single Family Residential	
	<b>East</b>	Single Family Residential	
	<b>West</b>	Single Family Residential and Commercial	
<b>Existing Zoning:</b>		County I-2 and RSF-R	
<b>Proposed Zoning:</b>		R-8 (Residential, 8 units per acre)	
<b>Surrounding Zoning:</b>	<b>North</b>	C-2 (General Commercial)	
	<b>South</b>	City CSR and County RSF-R	
	<b>East</b>	R-8 (Residential, 8 units per acre)	
	<b>West</b>	County I-2 and City R-4	
<b>Growth Plan Designation:</b>		Residential Medium 4-8 du/ac	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 5.37 acres of land and is comprised of two parcels. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

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

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;

- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

<b><u>ANNEXATION SCHEDULE</u></b>	
<b>September 19, 2007</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>September 25, 2007</b>	Planning Commission considers Zone of Annexation
<b>October 17, 2007</b>	Introduction of a proposed Ordinance on Zoning by City Council
<b>November 7, 2007</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>December 8, 2007</b>	Effective date of Annexation and Zoning

<b><u>CRESPIN ANNEXATION SUMMARY</u></b>		
<b>File Number:</b>	ANX-2007-234	
<b>Location:</b>	2930 D ½ Road	
<b>Tax ID Number:</b>	2943-172-00-220 and 2943-172-00-221	
<b>Parcels:</b>	2	
<b>Estimated Population:</b>	4	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	2	
<b>Acres land annexed:</b>	5.37 acres	
<b>Developable Acres Remaining:</b>	5.21 acres	
<b>Right-of-way in Annexation:</b>	7136 sq ft (.16 acres)	
<b>Previous County Zoning:</b>	I-2 and RSF-R	
<b>Proposed City Zoning:</b>	R-8 (Residential, 8 units per acre)	
<b>Current Land Use:</b>	Residential	
<b>Future Land Use:</b>	Residential	
<b>Values:</b>	<b>Assessed:</b>	\$9880
	<b>Actual:</b>	\$123,520
<b>Address Ranges:</b>	2928 thru 2930 D ½ Road (even only)	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water
	<b>Sewer:</b>	Central Grand Valley
	<b>Fire:</b>	Grand Junction Rural
	<b>Irrigation/Drainage:</b>	Grand Valley Irrigation Grand Junction Drainage District
	<b>School:</b>	District 51

**Zone of Annexation:** The requested zone of annexation to the R-8 district is consistent with the Growth Plan designation of Residential Medium 4-8 du/ac. The existing County zoning is I-2 and 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: This property is located in the Pear Park area and is seeing a lot of growth. Although, this particular area is still mostly undeveloped the Pear Park Plan will encourage development consistent with the Growth Plan designation of Residential Medium 4-8 du/ac. The current developments that have already been annexed are being zoned R-8. Therefore, this proposed zone is compatible with the neighborhood, Growth Plan, and the Pear Park Plan.

- 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.

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.

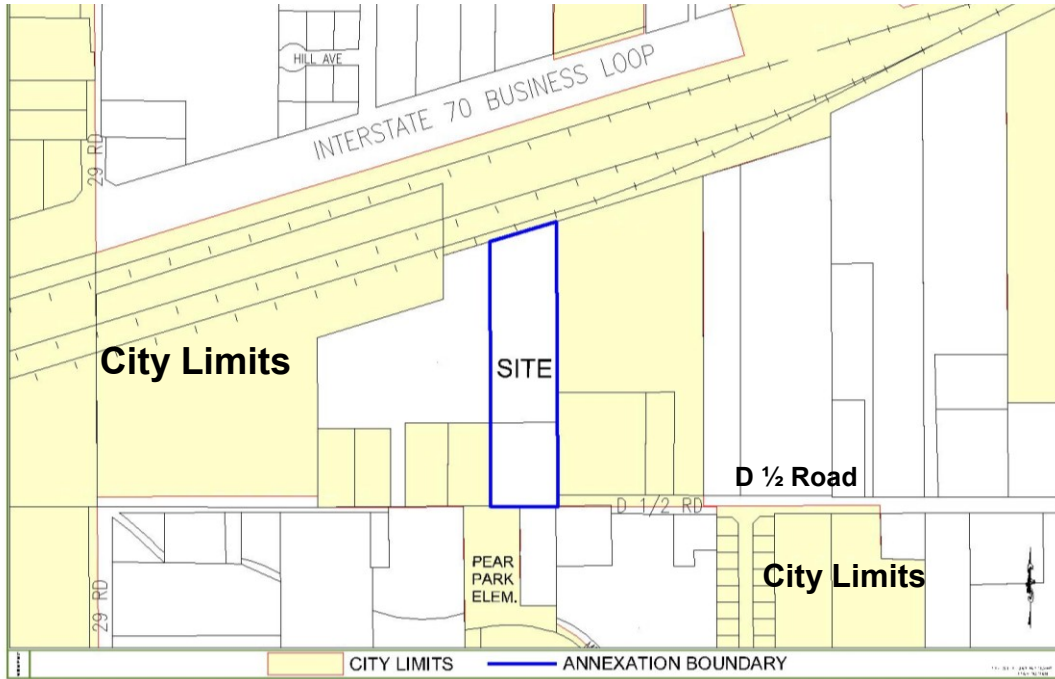
- d. R-4 (Residential, 4 units per acre)
- e. R-5 (Residential, 5 units per acre)

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the R-8 district to be consistent with the Growth Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.

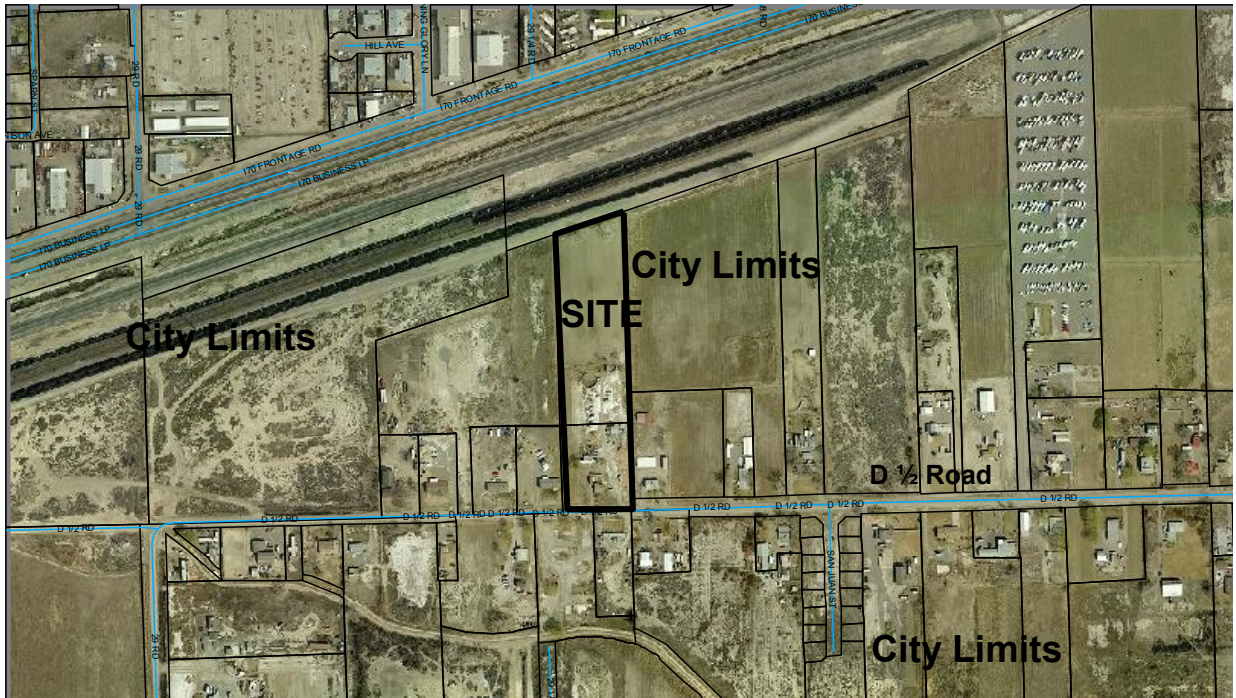
# Annexation / Site Location Map

Figure 1



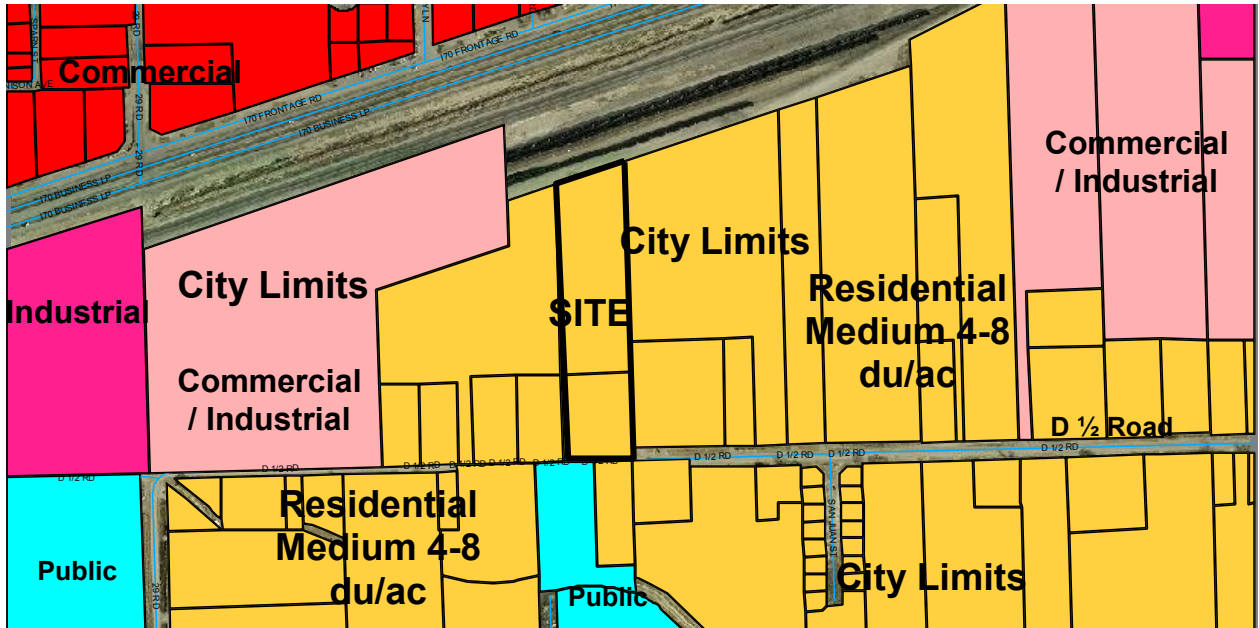
# Aerial Photo Map

Figure 2



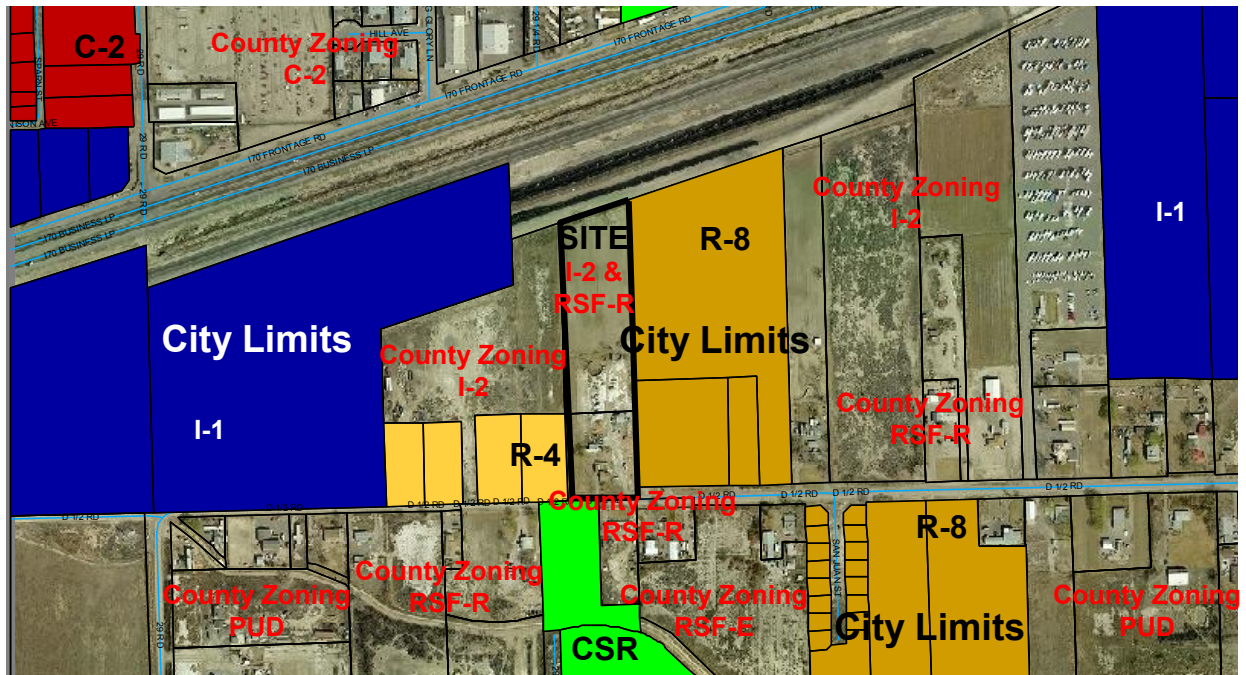
# Future Land Use Map

Figure 3



# Existing City and County Zoning

Figure 4



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A  
PETITION FOR ANNEXATION, MAKING CERTAIN  
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE**

**CRESPIN ANNEXATION**

**LOCATED AT 2930 D ½ ROAD AND A PORTION OF THE D ½ ROAD RIGHT OF WAY  
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 19th day of September, 2007, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**CRESPIN ANNEXATION**

A parcel of land located in the Southeast Quarter of the Northwest Quarter (SE1/4 NW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado being more particularly described as follows:

All that portion of the West Quarter (W1/4) of the said SE1/4 NW1/4 of Section 17, lying North of the South line of said SE1/4 NW1/4, said South line also being the North line of Siena View Annexation No. 1, Ordinance No. 3500, City of Grand Junction, and South of the South line of Southern Pacific Railroad Annexation No. 1, Ordinance No. 3158, City of Grand Junction, and West of the West line of Beagley II Annexation, Ordinance No. 3795, City of Grand Junction, and East of the East line of Detmer II Annexation No. 3, Ordinance No. 3487, City of Grand Junction, as said East line is extended North and South.

CONTAINING 5.37 acres (233,922.62 square feet), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 7th day of November, 2007; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is

contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2007.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**CRESPIN ANNEXATION**

**APPROXIMATELY 5.37 ACRES**

**LOCATED AT 2930 D ½ ROAD AND A PORTION OF THE D ½ ROAD RIGHT OF WAY**

**WHEREAS**, on the 19th day of September, 2007, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 7th day of November, 2007; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

Crespin Annexation

A parcel of land located in the Southeast Quarter of the Northwest Quarter (SE1/4 NW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado being more particularly described as follows:

All that portion of the West Quarter (W1/4) of the said SE1/4 NW1/4 of Section 17, lying North of the South line of said SE1/4 NW1/4, said South line also being the North line of Siena View Annexation No. 1, Ordinance No. 3500, City of Grand Junction, and South of the South line of Southern Pacific Railroad Annexation No. 1, Ordinance No. 3158, City of Grand Junction, and West of the West line of Beagley II Annexation, Ordinance No. 3795, City of Grand Junction, and East of the East line of Detmer II

Annexation No. 3, Ordinance No. 3487, City of Grand Junction, as said East line is extended North and South.

CONTAINING 5.37 acres (233,922.62 square feet), more or less, as described.

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

**INTRODUCED** on first reading on the 19th day of September, 2007 and ordered published.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE CRESPIN ANNEXATION TO  
R-8 (RESIDENTIAL, 8 UNITS PER ACRE)**

**LOCATED AT 2930 D 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 Crespin Annexation to the R-8 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 R-8 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 R-8 (Residential, 8 units per acre).

**CRESPIN ANNEXATION**

A parcel of land located in the Southeast Quarter of the Northwest Quarter (SE1/4 NW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado being more particularly described as follows:

All that portion of the West Quarter (W1/4) of the said SE1/4 NW1/4 of Section 17, lying North of the South line of said SE1/4 NW1/4, said South line also being the North line of Siena View Annexation No. 1, Ordinance No. 3500, City of Grand Junction, and South of the South line of Southern Pacific Railroad Annexation No. 1, Ordinance No. 3158, City of Grand Junction, and West of the West line of Beagley II Annexation, Ordinance No. 3795, City of Grand Junction, and East of the East line of Detmer II Annexation No. 3, Ordinance No. 3487, City of Grand Junction, as said East line is extended North and South.



CONTAINING 5.37 acres (233,922.62 square feet), more or less, as described.

Introduced on first reading this 17th day of October, 2007 and ordered published.

**ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

---

President of the Council

---

City Clerk

**Attach 8**

Public Hearing – Zoning the Page Annexation, Located at 2076 Ferree Drive

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Zoning the Page Annexation - Located at 2076 Ferree Drive and 2074 Broadway		
<b>File #</b>	GPA-2007-061		
<b>Meeting Day, Date</b>	Wednesday, November 7, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>		<b>Individual</b> X
<b>Date Prepared</b>	October 22, 2007		
<b>Author Name &amp; Title</b>	Scott D. Peterson, Senior Planner		
<b>Presenter Name &amp; Title</b>	Scott D. Peterson, Senior Planner		

**Summary:** Request to zone the 17.52 acre Page Annexation located at 2076 Ferree Drive and 2074 Broadway, to R-4, Residential – 4 units/acre Zone District.

**Budget:** N/A.

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

**Attachments:**

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

STAFF REPORT / BACKGROUND INFORMATION					
<b>Location:</b>		2076 Ferree Drive and 2074 Broadway			
<b>Applicants:</b>		The R. Kenton Page Trust, Owners Vortex Engineering, Inc., Representative			
<b>Existing Land Use:</b>		Single-family home on each property			
<b>Proposed Land Use:</b>		Residential subdivision			
<b>Surrounding Land Use:</b>	<b>North</b>	Single-family residential			
	<b>South</b>	Single-family residential			
	<b>East</b>	Single-family residential			
	<b>West</b>	Single-family residential			
<b>Existing Zoning:</b>		RSF-4, Residential Single-Family -4 units/acre (County)			
<b>Proposed Zoning:</b>		R-4, Residential – 4 units/acre			
<b>Surrounding Zoning:</b>	<b>North</b>	RSF-4, Residential Single-Family – 4 units/acre (County)			
	<b>South</b>	RSF-2, Residential Single-Family – 2 units/acre (County)			
	<b>East</b>	RSF-4, Residential Single-Family – 4 units/acre (County)			
	<b>West</b>	RSF-4, Residential Single-Family – 4 units/acre (County)			
<b>Growth Plan Designation:</b>		Residential Medium Low (2 – 4 DU/Ac.)			
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>		<b>No</b>

**Staff Analysis:**

**Background:**

The 17.52 acre Page Annexation consists of two (2) parcels of land located at 2076 Ferree Drive and 2074 Broadway. The property owners, The R Kenton Page Trust, requested annexation into the City in anticipation of future residential development with

the properties recently being annexed by the City Council at their June 6, 2007 meeting. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City. A Growth Plan Amendment request to Residential Medium Low (2 – 4 DU/Ac.) for the property located at 2076 Ferree Drive was recently approved by the City Council at their July 18, 2007 meeting. The property located at 2074 Broadway was already designated as Residential Medium Low (2 – 4 Du/Ac.) on the Future Land Use Map. The applicant is now requesting that the properties be zoned in accordance with the approved Growth Plan designation.

**Consistency with the Growth Plan:**

The requested zone district of R-4, Residential – 4 units/acre is consistent with the Future Land Use designation of Residential Medium Low (2 – 4 DU/Ac.).

**Section 2.6 A. 3. and 4. of the Zoning and Development Code:**

Zone of Annexation: The existing County zoning is RSF-4, Residential Single-Family – 4 units/acre. 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.

The proposed R-4 District is compatible with the neighborhood and will not create adverse impacts as these existing properties are surrounded by single-family residential development. Review of platted subdivisions in the area shows an average density that does correspond with the assigned Growth Plan designation of Residential Medium Low, two (2) to four (4) dwelling units per acre (Country Squire Subdivision = 1.6 DU/Ac.; Panorama Subdivision – Filing No. 7 = 0.58 DU/Ac.; Forrest Hills Subdivision = 0.97 DU/Ac.; Peony Subdivision = 1.11 DU/Ac. and finally Ellie Heights = 2.17 DU/Ac. & Broadway Subdivision = 2.40 DU/Ac.). Country Squire, Panorama, Forrest Hills and Peony Subdivisions are larger lot and lower density subdivisions due to the fact when they were developed in the County, the minimum acreage allowed to have a septic system was half an acre in size.

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

Adequate public facilities are available or will be supplied at the time of further development of the property. Sewer is available to the properties both in Ferree Drive and to the northwest of the property located at 2076 Ferree. It is reasonable to request this higher density zoning designation in order to take advantage of this public infrastructure and to develop the property at a density that would correspond with the adjacent residential development and densities in accordance with the Growth Plan and the Redlands Area Plan.

**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.

- f. R-2, Residential – 2 units/acre.

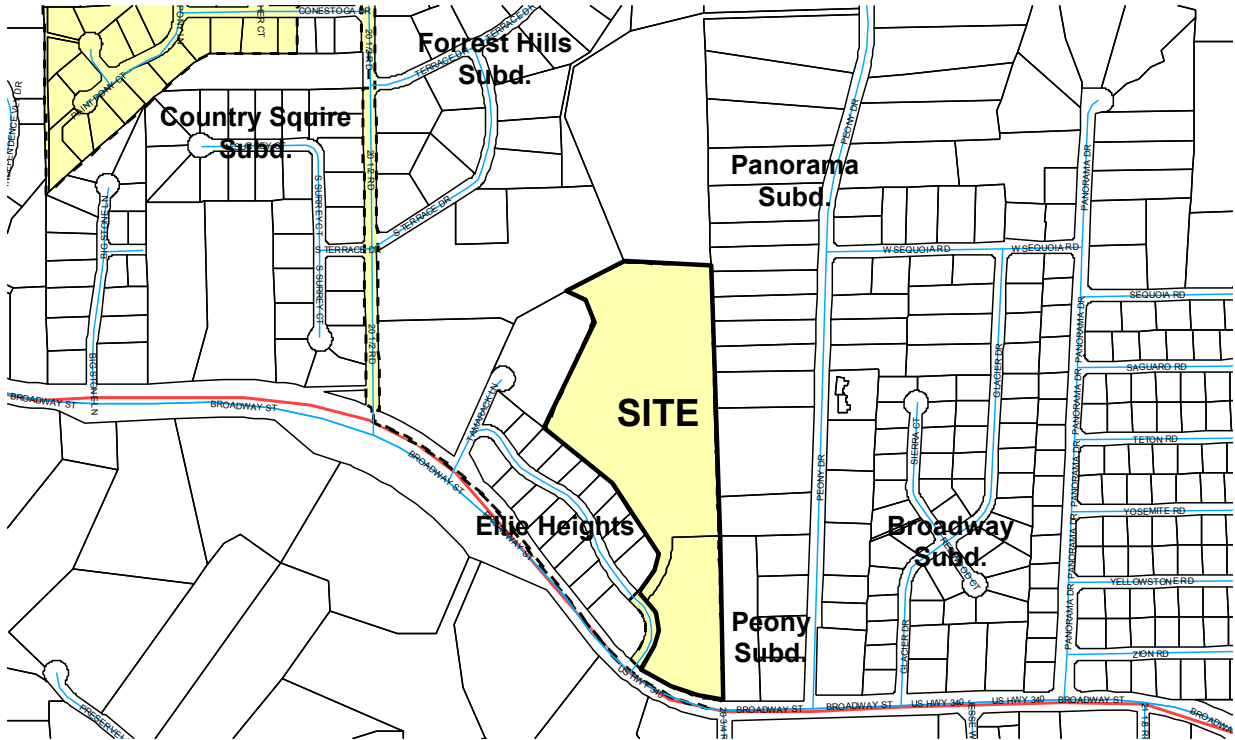
If the City Council chooses to recommend this alternative zone designation, specific alternative findings must be made.

#### **PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission recommends approval of the requested zone of annexation to the City Council, finding the zoning to the R-4, Residential – 4 units/acre Zone District to be consistent with the Growth Plan and Section 2.6 and 2.14 of the Zoning and Development Code.

# Site Location Map

Figure 1



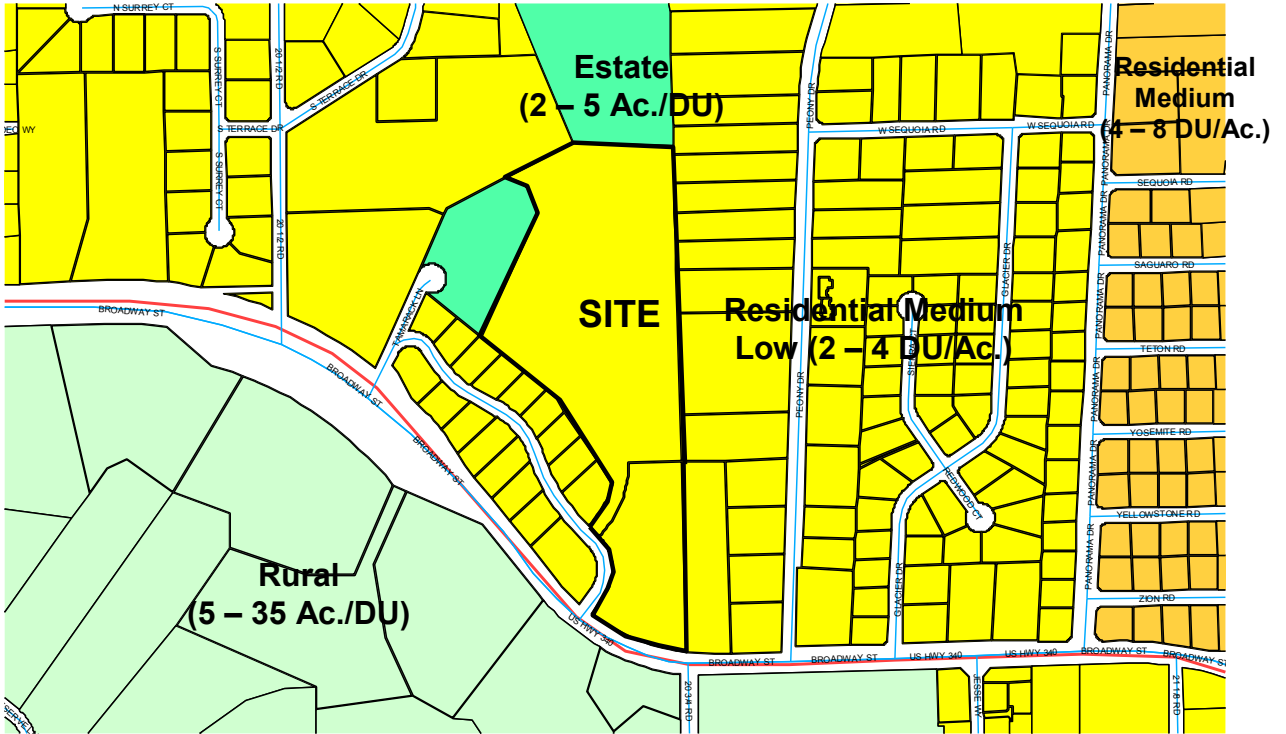
# Aerial Photo Map

Figure 2



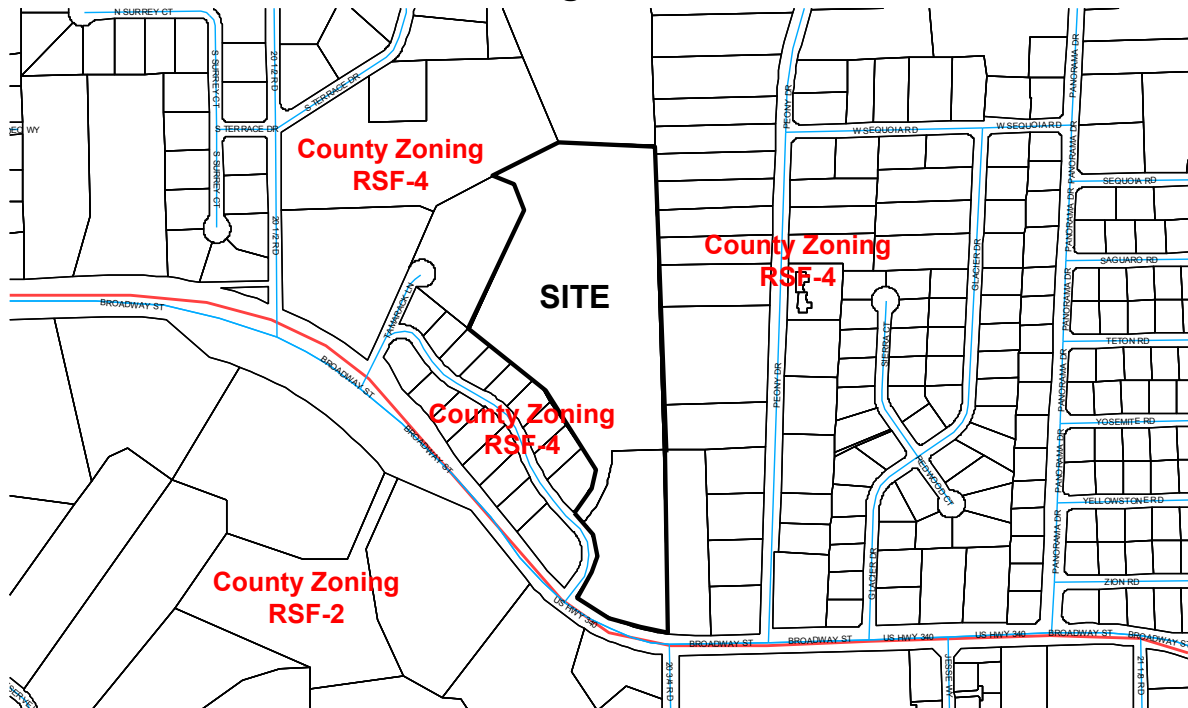
# Future Land Use Map

Figure 3



# Existing City and County Zoning

Figure 4



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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE PAGE ANNEXATION TO  
R-4, RESIDENTIAL – 4 UNITS/ACRE**

**LOCATED AT 2076 FERREE DRIVE AND  
2074 BROADWAY**

**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 Page Annexation to the R-4, Residential – 4 units/acre Zone District finding that it conforms with the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the R-4, Residential – 4 units/acre 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 properties be zoned R-4, Residential – 4 units/acre Zone District.

A certain parcel of land located in Section 15, Township 11 South, Range 101 West, of the 6<sup>th</sup> Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Northeast corner of that certain parcel of land as described in Book 2670, Page 173, Public Records of Mesa County, Colorado, and assuming the East line of said parcel to bear S00°03'46"E with all bearings contained herein relative thereto; thence S00°03'46"E along the East line of said parcel a distance of 1099.91 feet to the Northeast corner of that certain parcel of land as described in Book 3751, Page 481, Public Records of Mesa County, Colorado; thence S00°00'08"E along the East line of said parcel a distance of 664.50 feet to a point on the North line of South Broadway; thence along said North line 51.44 feet along the arc of a 676.30 foot radius curve concave Northeast, having a central angle of 04°21'29" and a chord bearing N80°01'35"W a distance of 51.43 feet; thence S11°59'00"W a distance of 37.38 feet;



thence Northwesterly along and through the paving of said South Broadway the following (3) three courses: (1) 508.05 feet along the arc of a 718.00 foot radius curve concave Northeast, having a central angle of 40°32'30" and a chord bearing N57°19'49"W a distance of 497.52 feet; (2) N37°06'43"W a distance of 602.18 feet (3) 720.55 feet along the arc of a 1419.00 foot radius curve concave Southwest, having a central angle of 29°05'38" and a chord bearing N51°05'08"W a distance of 712.83 feet to a point on a line being 2.00 feet East of and parallel with the West line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of said Section 15; thence N01°00'33"E along said parallel line a distance of 52.40 feet; thence S65°48'46"E a distance of 2.18 feet; thence S01°00'33"W along a line being 4.00 feet East of parallel with the West line of said SW 1/4 SE 1/4 a distance of 50.23 feet; thence Southeasterly along and through the paving of said South Broadway the following (3) three courses: (1) 720.24 feet along the arc of a 1421.00 foot radius curve concave Southwest, having a central angle of 29°02'26" and a chord bearing S51°03'34"E a distance of 712.55 feet; (2) S37°06'43"E a distance of 602.17 feet (3) 504.62 feet along the arc of a 716.00 foot radius curve concave Northeast, having a central angle of 40°22'50" and a chord bearing S57°14'59"E a distance of 494.24 feet; thence N11°59'00"E a distance of 35.36 feet to a point on the North line of said South Broadway; thence along said North line 312.61 feet along the arc of a 676.30 foot radius curve concave Northeast, having a central angle of 26°28'35" and a chord bearing N64°26'03"W a distance of 309.83 feet to a point on the Northerly line of Ferree Drive; thence N47°11'55"W a distance of 49.89 feet to a point on the Westerly line of Ferree Drive; thence along said Westerly line the following (3) three courses: (1) N36°29'20"E a distance of 69.91 feet (2) 158.32 feet along the arc of a 115.00 foot radius curve concave West, having a central angle of 78°52'49" and a chord bearing N02°57'04"W a distance of 146.11 feet (3) N42°23'28"W a distance of 51.11 feet; thence N47°36'32"E a distance of 50.78 feet to a point on the North line of said Ferree Drive; thence 172.31 feet along the arc of a 289.64 foot radius curve concave Northwest, having a central angle of 34°05'09" and a chord bearing N30°59'48"E a distance of 169.78 feet to a point on the North line of Ellie Heights, as same is recorded in Plat Book 9, Page 52, Public Records, Mesa County, Colorado; thence N32°06'14"W along said North line a distance of 353.57 feet; thence N49°21'35"W along said North line a distance of 338.79 feet to a point on the East line of that certain parcel of land as described in Book 3468, Pages 491-492, Public Records of Mesa County, Colorado; thence N26°52'37"E along said East line a distance of 471.33 feet; thence N16°37'18"W along said East line a distance of 100.27 feet; thence N67°28'16"W along said East line a distance of 93.80 feet; thence N64°08'52"E along the North line of said parcel as described in said Book 2670, Page 173, a distance of 264.72 feet; thence S86°43'03"E along said North line a distance of 352.53 feet, more or less, to the Point of Beginning.

Said parcel contains 17.52 acres (763,330 square feet), more or less, as described.

**INTRODUCED** on first reading the 17<sup>th</sup> day of October, 2007 and ordered published.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

of the Council

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President

**Attach 9**

Public Hearing – Growth Plan Amendment for Property Located at 2510 N. 12<sup>th</sup> St., 1212, 1228, 1238, 1308, 1310, 1314, & 1324 Wellington Ave.

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Growth Plan Amendment located at 2510 N. 12 <sup>th</sup> Street, 1212, 1228, 1238, 1308, 1310, 1314 and 1324 Wellington Avenue		
<b>File #</b>	GPA-2006-241		
<b>Meeting Day, Date</b>	Wednesday, November 7, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>	<input type="checkbox"/>	<b>Individual</b> <input checked="" type="checkbox"/>
<b>Date Prepared</b>	October 22, 2007		
<b>Author Name &amp; Title</b>	Scott D. Peterson, Senior Planner		
<b>Presenter Name &amp; Title</b>	Scott D. Peterson, Senior Planner		

**Summary:** The petitioners, Dillon Real Estate Company, Inc., requests adoption of a Resolution to amend the Growth Plan Future Land Use Map from Residential Medium (4 – 8 DU/Ac.) to Commercial for the properties located at 2510 N. 12<sup>th</sup> Street, 1212, 1228, 1238, 1308, 1310, 1314 and 1324 Wellington Avenue. The Planning Commission recommended approval of the proposed Growth Plan Amendment request at their September 25, 2007 meeting.

**Budget:** N/A.

**Action Requested/Recommendation:** Hold a Public Hearing and consider adopting a Resolution amending the Growth Plan Future Land Use Map from Residential Medium (4 – 8 DU/Ac.) to Commercial.

**Attachments:**

1. Staff Report / Background Information
2. Site Location Map / Aerial Photo Map
3. Future Land Use Map / Existing Zoning Map
4. Site Location Map – Larger Scale
5. September 25, 2007 Planning Commission Minutes
6. General Project Report from Applicant
7. Section X. Land Use Comparison from Traffic Impact Study
8. Received correspondence from citizens
9. Proposed Growth Plan Amendment Resolution

BACKGROUND INFORMATION				
<b>Location:</b>		2510 N. 12 <sup>th</sup> Street, 1212, 1228, 1238, 1308, 1310, 1314 and 1324 Wellington Avenue		
<b>Applicant:</b>		Dillon Real Estate Company Inc., Owners Goldberg Properties, Inc., Representative		
<b>Existing Land Use:</b>		Vacant land and former real estate office		
<b>Proposed Land Use:</b>		City Market grocery store and neighborhood retail/restaurant commercial development		
<b>Surrounding Land Use:</b>	<b>North</b>	Bookcliff Baptist Church, Counseling and Education Center and American Family Insurance		
	<b>South</b>	Single and Multi-Family Residential		
	<b>East</b>	Single and Multi-Family Residential (Patterson Gardens)		
	<b>West</b>	Village Fair Shopping Center		
<b>Existing Zoning:</b>		R-8, Residential – 8 units/acre and B-1, Neighborhood Business		
<b>Proposed Zoning:</b>		To be determined		
<b>Surrounding Zoning:</b>	<b>North</b>	R-0, Residential Office and R-8, Residential – 8 units/acre		
	<b>South</b>	PD, Planned Development and R-8, Residential – 8 units/acre		
	<b>East</b>	R-8, Residential – 8 units/acre		
	<b>West</b>	B-1, Neighborhood Business		
<b>Growth Plan Designation:</b>		Residential Medium (4 – 8 DU/Acre)		
<b>Zoning within density range?</b>		N/A	Yes	No

The applicant is requesting approval of a Growth Plan Amendment for eight (8) properties that total of 2.97 +/- acres from Residential Medium (4 – 8 DU/Ac.) to Commercial in anticipation of future commercial development.

The existing 21 parcels of land located at the southeast corner of N. 12<sup>th</sup> Street and Patterson Road are currently undeveloped and contains split Growth Plan Future Land Use designations of Commercial and Residential Medium (4 – 8 DU/Acre). All 21 parcels are owned by the applicant and contain a total of 8.29 +/- acres. Thirteen (13) of the properties (5.32 +/- acres) are designated as Commercial along Patterson Road and along all properties adjacent to N. 12<sup>th</sup> Street with the exception of one. Eight (8) of the properties (2.97 +/- acres) are

designated as Residential Medium adjacent to Wellington Avenue. The applicant is requesting to change the Growth Plan designation for the eight (8) properties adjacent to Wellington Avenue so that all of their 21 parcels would be uniformly, designated Commercial. If this Growth Plan Amendment request is approved by the City, the applicant plans to apply for a rezone, subdivision plat, site plan review and possibly conditional use permit applications in order to develop the property.

The 21 parcels have been the subject of at least three (3) previous proposals to change the existing residential zoning to some type of commercial zone designation and associated development, most recently in 2002 (City file # RZ-2002-118). At that time this same applicant requested a rezone to PD, Planned Development, to develop the property as a mixed-use development of a grocery store and neighborhood commercial center and twelve (12) residential units. That request was denied by the City Council. In 1998/1999 (City file # RZ-1998-082), this same applicant requested a Growth Plan Amendment, Rezone and a Site Specific Development Plan for a 60,405 sq. ft. grocery store, which was also ultimately denied by the City Council. In 1984 (City file # RZO-1984-031) Smith's Food and Drug, which owned the property at that time, requested a zoning change to PB, Planned Business and submitted an Outline Development Plan which was denied by City voters via a special election.

To date, the City has received seven (7) letters from concerned citizens along with a signed petition in opposition to this proposed Growth Plan Amendment. Eight (8) letters of support has also been submitted (see attached letters). Some of the issues raised in these letters include traffic congestion, noise disturbances, and a request to leave the current commercial and residential zoning/land use designations as is because they would provide an adequate buffer between existing residential and commercial land uses.

### **Section 2.5 C. of the Zoning and Development Code:**

The Growth Plan can be amended if the City finds that the proposed amendment is consistent with the purpose and intent of the Plan and it meets the following criteria:

- a. There was an error such that then existing facts, projects or trends (that were reasonably foreseeable) were not accounted for;

The existing Growth Plan designation of Residential Medium (4 – 8 DU/Ac.) may have been the best perceived land use of this area when the Growth Plan was adopted by the City in 1996. However, since 1996, the city of Grand Junction has experienced an increase in population growth and associated traffic and this area in particular has seen a growth in commercial and medical office development along N. 12<sup>th</sup> Street and Patterson Road, making it less desirable for new single-family residential development along two (2) arterial streets.

These changes and trends may not have been accounted for in the residential designation.

In addition to the 2.97 +/- acres that the applicant is requesting a Growth Plan Amendment for, the applicant owns the adjacent 5.32 +/- acres that is already designated as Commercial. The applicant plans a commercial development on the entire 8.29 +/- acres if this Growth Plan Amendment is approved.

As indicated on the attached exhibit maps, the existing parcels are small, numerous and irregular in shape, making development of the existing properties, whether commercial or residential, inefficient and difficult proposition at best, especially given the two (2) distinct Growth Plan designations. For example, if the properties were to be developed as is, commercial and residential, an eight foot (8') wide landscaping strip and either a 6' wall or fence would be required per the Zoning and Development Code. As seen on the attached maps, the irregular shapes of these lots would be cumbersome for the development of a suitable buffer as the properties are now defined. The proposed Growth Plan Amendment will simplify the boundaries of the proposed development and result in a more practical and developable site.

- b. Subsequent events have invalidated the original premises and findings;

The N. 12<sup>th</sup> Street and Patterson Road area have undergone changes through the years with the increase in the number of health care facilities (medical and dental offices), Mesa State College expansion, and additional multi-family residential units in the area of N. 12<sup>th</sup> Street and Walnut/Bookcliff Avenues (developed and pending applications). Hilltop Health Services is also located southeast of this site. A neighborhood shopping center complex comprised of retail shops and restaurants is also located on the west side of N. 12<sup>th</sup> Street (Village Fair). In addition, single-family homes that once occupied the lots that are the subject of this application were demolished prior to 2002.

- c. The character and/or condition of the area have changed enough that the amendment is acceptable and such changes were not anticipated and are not consistent with the plan;

The character of the area is a mix of commercial, medical office and single/multi-family residential uses. The amendment is acceptable because the proposed change from Residential Medium to Commercial for the eight (8) parcels in question will not adversely affect the residential land supply in the community and would be more in keeping with the existing commercial development in the area along two (2) arterial streets. Existing and anticipated development and higher traffic volumes in the area make new single-family residential development potential questionable. Multi-family residential development may be an option, however, given the small amount of land in order to work with (2.97

acres +/-), irregular shape of the properties, off-street parking, open space, landscaping and buffering requirements etc., could make development and marketing of the properties less feasible under the current R-8, Residential – 8 units/acre zoning district.

- d. The change is consistent with the goals and policies of the Plan, including applicable special area, neighborhood and corridor plans;

Goal 11 as stated in the Growth Plan is, *“to promote stable neighborhoods and land use compatibility throughout the community.”* Policy 11.2 states that, *“the City and County will limit commercial encroachment into stable residential neighborhoods. In areas designated for residential development the City and County may consider inclusion of small scale neighborhood commercial development that provides retail and service opportunities in a manner compatible with surrounding neighborhoods in terms of scale and impact.”*

The applicant’s intent is to utilize this property as a neighborhood commercial retail center for the benefit of the adjacent residential neighborhoods and eastern population of the community. It is not intended to capture customers from the entire city as a whole, but to capture the existing traffic that already passes by the properties on a daily basis.

Goal 5 from the Growth Plan is, *“to ensure that urban growth and development make efficient use of investments in streets, utilities and other public facilities.”* Policy 5.2 states that, *“the City and County will encourage development that uses existing facilities and is compatible with existing development.”*

The proposed Growth Plan Amendment is consistent with the goals and policies of the Growth Plan as noted. The proposed Amendment would be compatible with other commercial uses in the area and the existing Growth Plan designation of Commercial for a majority of applicant’s adjoining property, while providing retail and service opportunities to nearby residential areas. Furthermore, the Zoning and Development Code requires buffering and screening requirements between all commercial and residentially zoned properties.

- e. Public and community facilities are adequate to serve the type and scope of the land use proposed;

Existing and proposed infrastructure facilities are adequate to serve commercial development. However, additional upgrades to the 12<sup>th</sup> and Patterson Road intersection would be required, likely including a requirement that the City acquire additional land area for right-of-way at this intersection. Wellington Avenue would also be upgraded with half (½) street improvements and would include curb/gutter/sidewalk on the northside of Wellington. These and other infrastructure development would be addressed by the City and applicant at the time of Site Plan Review.

Increased traffic is a major concern not only for this neighborhood, but for the City in general. Regardless of the type of development in this area, traffic is heavy and will likely increase in the coming years at the 12<sup>th</sup> and Patterson intersection and surrounding areas. A Traffic Impact Study submitted by the applicant, indicates a net increase of approximately 240 daily trips (310 new daily trips for commercial and 70 daily trips for 12 residential units) for the land area of the requested Growth Plan Amendment. However, the AM and PM peaks would be generally the same (See attached Section X. Land Use Comparison from the applicants Traffic Impact Study).

- f. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and

The southeast corner of N. 12<sup>th</sup> Street and Patterson Road is one of the few existing, larger acreage, commercially designated, undeveloped pieces of land located along Patterson Road between Mesa Mall and Clifton. The applicant is requesting a Growth Plan Amendment in order to develop the entire 8.29 acres as a single commercial development project.

- g. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The community and area can benefit from the proposed Growth Plan Amendment in the respect that it may provide additional neighborhood commercial development (such as grocery, restaurant and retail establishments) that can be accessed by both vehicular and pedestrian traffic from existing and nearby residential neighborhoods. This is a significant community benefit.

## **FINDINGS OF FACT/CONCLUSIONS**

After reviewing the City Market application, GPA-2006-241 for a Growth Plan Amendment, the Planning Commission at their September 25, 2007 meeting made the following findings of fact and conclusions and has recommended that the City Council approve the proposed Growth Plan Amendment:

1. The proposed amendment is consistent with the purpose and intent of the Growth Plan.
2. The review criteria in Section 2.5 C. of the Zoning and Development Code have all been met.



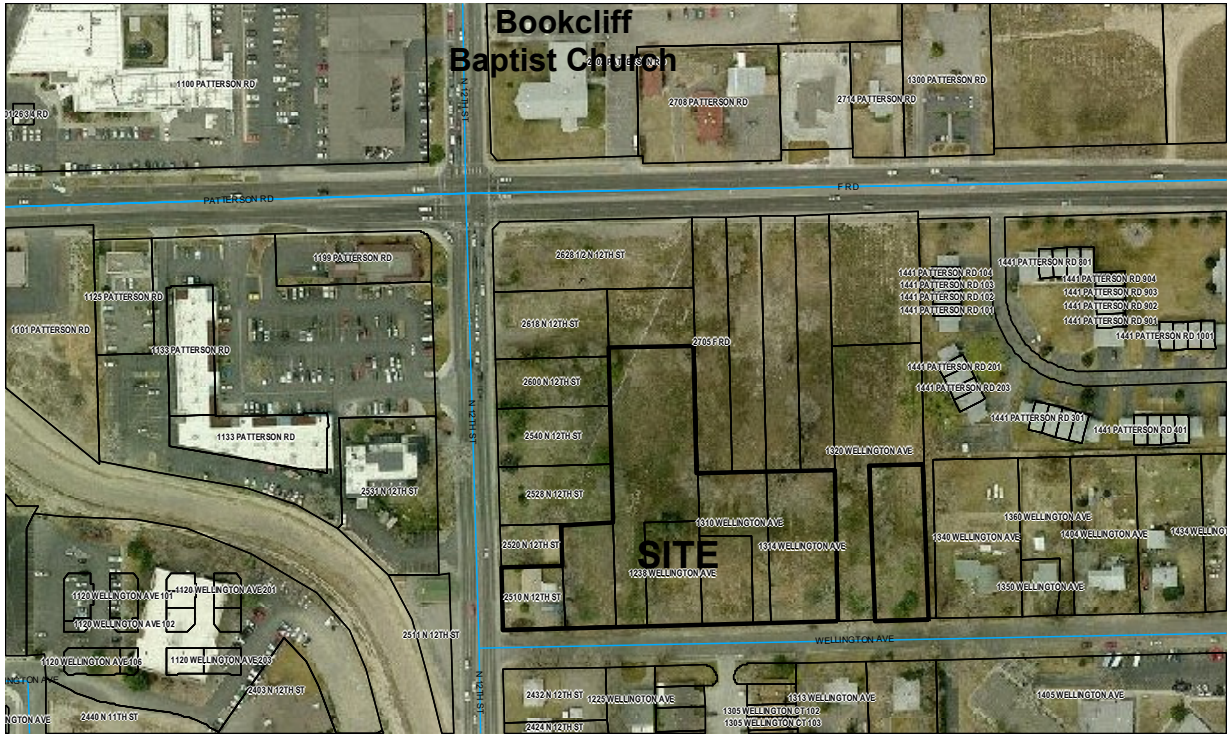
# Site Location Map – City Market

Figure 1



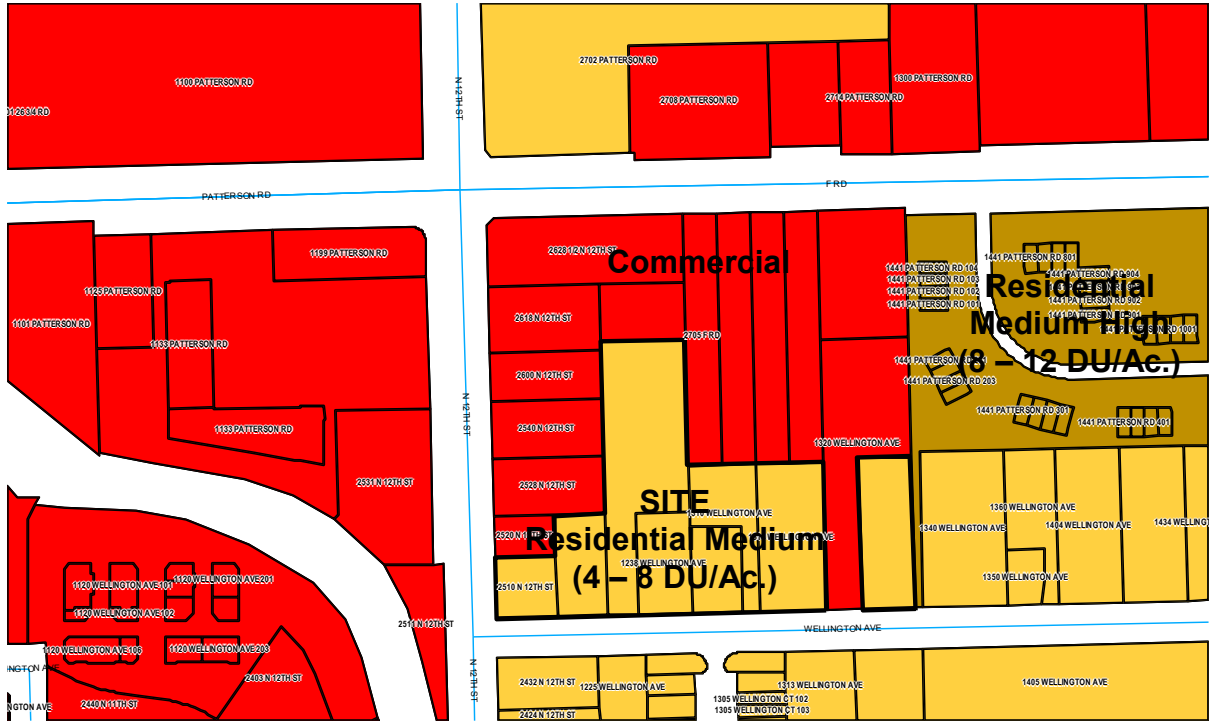
# Aerial Photo Map – City Market

Figure 2



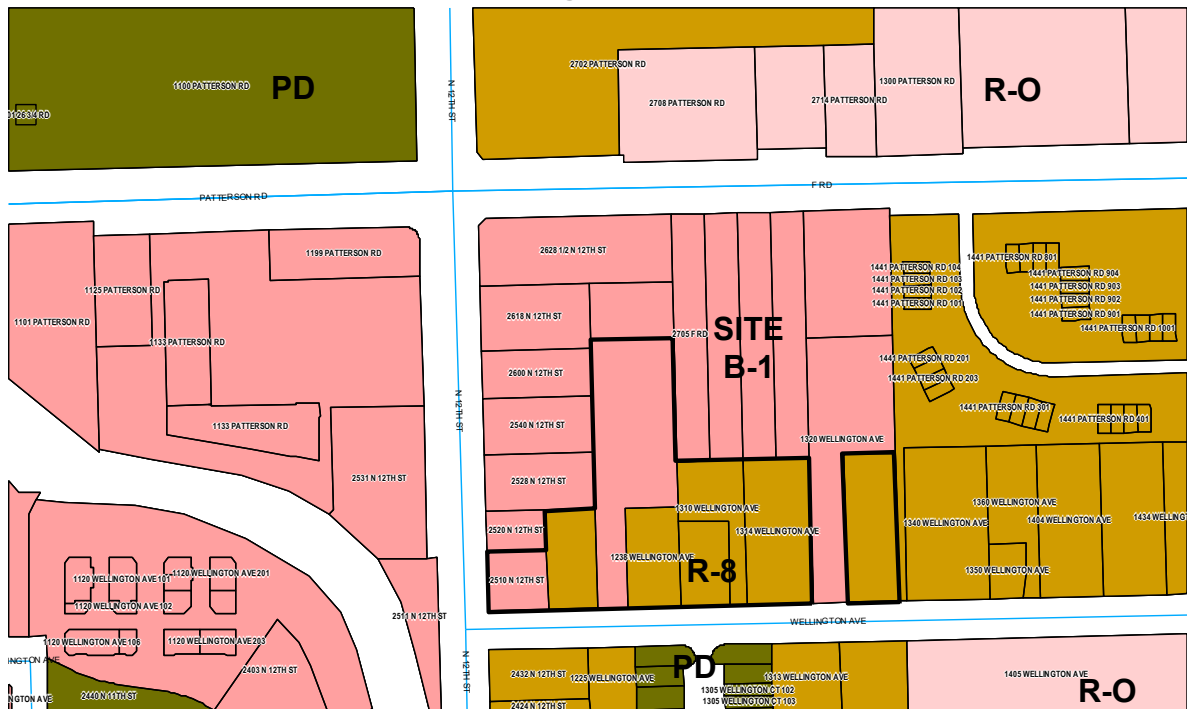
# Future Land Use Map – City Market

Figure 3



# Existing City Zoning – City Market

Figure 4

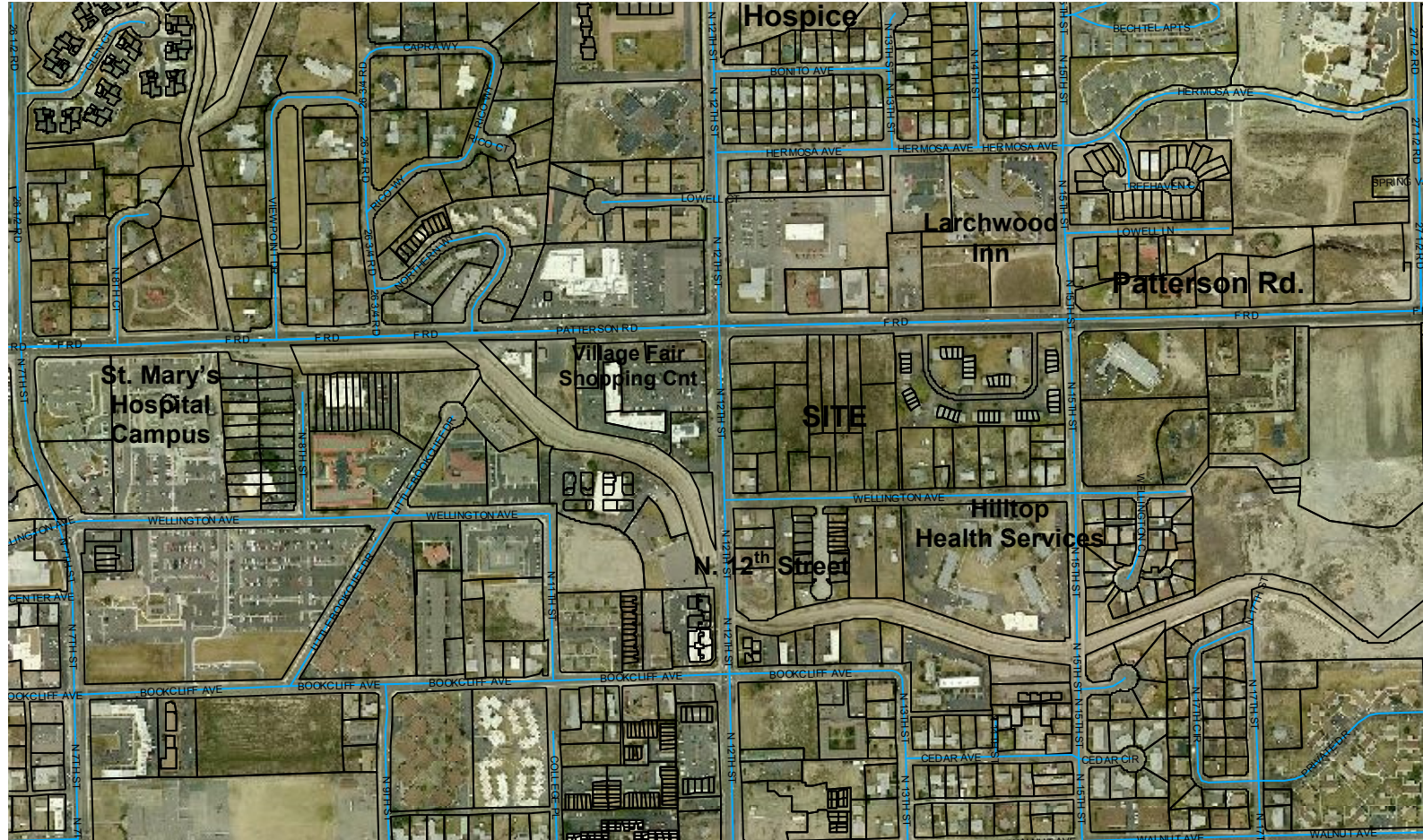






# Site Location Map

Figure 5



**GRAND JUNCTION PLANNING COMMISSION  
SEPTEMBER 25, 2007 MINUTES  
7:00 p.m. to 8:35 p.m.**

The regularly scheduled Planning Commission hearing was called to order at 7:00 p.m. by Vice Chairman Roland Cole. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Roland Cole (Vice-Chairman), Lynn Pavelka-Zarkesh, Bill Pitts, Reggie Wall, William Putnam, Patrick Carlow (1<sup>st</sup> alternate) and Ken Sublett (2<sup>nd</sup> alternate). Commissioners Dr. Paul A. Dibble (Chairman) and Tom Lowrey were absent.

In attendance, representing the City's Public Works and Planning Department – Planning Division, were Greg Moberg (Planning Services Supervisor), Ken Kovalchik (Senior Planner), Ronnie Edwards (Associate Planner), and Scott Peterson (Senior Planner).

Also present was Jamie Beard (Assistant City Attorney).

Lynn Singer was present to record the minutes.

There were approximately 53 interested citizens present during the course of the hearing.

**I. ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS**

There were no announcements, presentations and/or visitors.

**II. APPROVAL OF MINUTES**

There were no minutes available for consideration.

**III. CONSENT AGENDA**

Available for consideration were items:

1. **PP-2006-102** **PRELIMINARY SUBDIVISION PLAN – Kresin Subdivision**
2. **VE-2007-233** **VACATION OF EASEMENT – Sundance Village Easement Vacation**
3. **PP-2006-214** **PRELIMINARY SUBDIVISION PLAN – Mesa Ayr Subdivision**
4. **PFP-2007-044** **PRELIMINARY SUBDIVISION PLAN – Dakota West Subdivision Filing 3**
5. **CUP-2007-151** **CONDITIONAL USE PERMIT – Fordman Investments, LLC**

- |     |                     |                                                                      |
|-----|---------------------|----------------------------------------------------------------------|
| 6.  | <b>ANX-2007-220</b> | <b>ZONE OF ANNEXATION – Ute Water Annexation</b>                     |
| 7.  | <b>GPA-2007-061</b> | <b>ZONE OF ANNEXATION – Page Annexation</b>                          |
| 8.  | <b>ANX-2007-215</b> | <b>ZONE OF ANNEXATION – Gentry Annexation</b>                        |
| 9.  | <b>ANX-2007-242</b> | <b>ZONE OF ANNEXATION – Timberline Steel Annexation</b>              |
| 10. | <b>ANX-2007-234</b> | <b>ZONE OF ANNEXATION – Crespin Annexation</b>                       |
| 11. | <b>ANX-2007-232</b> | <b>ZONE OF ANNEXATION – Bookcliff Land &amp; Building Annexation</b> |
| 12. | <b>ANX-2007-241</b> | <b>ZONE OF ANNEXATION – Krabacher Annexation</b>                     |
| 13. | <b>ANX-2007-251</b> | <b>ZONE OF ANNEXATION – Rim View Estates Annexation</b>              |

Vice Chairman Cole briefly explained the Consent Agenda and invited the public, planning commissioners, and staff to speak if they wanted any of the items pulled for additional discussion. Vice Chairman Cole announced that due to the length of the agenda, items on the Consent Agenda would be heard at the end of the regular hearing items already on the agenda and could possibly be continued to the next regularly scheduled Planning Commission hearing. Ken Kovalchik, Public Works and Planning Department, stated that an adjustment to some of the lot lines along the cul-de-sac bulb regarding Item 4 had been made. No objections or revisions were received from the audience or planning commissioners on any of the remaining Consent Agenda items.

**MOTION: (Commissioner Pitts) “Mr. Chairman, I move the Consent Agenda be approved, Items 1 through 13, as corrected.”**

Commissioner Sublett seconded the motion. A vote was called and the motion passed unanimously by a vote of 7-0.

- |                         |                                                                                                                                                                                                                               |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>15. GPA-2006-241</b> | <b>GROWTH PLAN AMENDMENT – City Market Site</b>                                                                                                                                                                               |
|                         | Request approval of a Growth Plan Amendment to change the Future Land Use Designation from Residential Medium (4-8 du/ac) to Commercial for 3.2 acres of an 8.6 acre site in anticipation of potential commercial development |
|                         | <b>PETITIONER:</b> Phyllis Norris – Dillon Real Estate Company                                                                                                                                                                |
|                         | <b>LOCATION:</b> 12 <sup>th</sup> Street & Wellington Avenue                                                                                                                                                                  |
|                         | <b>STAFF:</b> Scott Peterson                                                                                                                                                                                                  |

**STAFF’S PRESENTATION**

Scott Peterson, Senior Planner, Public Works and Planning Department, spoke on the request for a Growth Plan Amendment. Mr. Peterson stated that the subject property is located at the northeast corner of North 12<sup>th</sup> Street and Wellington Avenue. He stated that the applicant has requested a Growth Plan Amendment in anticipation of future commercial development for the entire 8.6 acres. The surrounding zoning is presently a mix of commercial, medical offices, and single and multi-family uses. Mr. Peterson stated that the requested Growth Plan Amendment is acceptable because the proposed change from Residential Medium to Commercial will not adversely affect the residential land supply in the community and would be more in keeping with existing commercial development in the area. He further stated that anticipated development and higher traffic volumes could make new single-family residential development potentially

questionable. Furthermore, he said that as there is a little less than three acres to work with and with the irregularly shaped lots, off street parking, open space, landscaping and buffering requirements could make development of multi-family dwelling units less feasible. Mr. Peterson pointed out that adjacent land use classifications are Commercial, Residential Medium and Residential Medium High. Mr. Peterson stated that current zoning for the area is R-8 and B-1. Existing and proposed infrastructure facilities are adequate to serve the commercial development. He also stated that additional upgrades to the intersection of 12<sup>th</sup> Street and Patterson Avenue would be required, likely including a requirement that the City acquire additional right-of-way at that intersection. Wellington Avenue would also be upgraded with half street improvements, including curb, gutter and sidewalk on the north side of Wellington Avenue. Mr. Peterson further advised that increased traffic is a major concern. He stated that the proposed Growth Plan Amendment is consistent with the purpose and intent of the Growth Plan. Additionally, the applicable review criteria of the Zoning and Development Code have been met.

### **QUESTIONS**

Commissioner Wall asked if the entire eight (8) acre site were to be developed by one developer, would they have to stay within the boundary lines as marked. Mr. Peterson said that there are 21 parcels and the Commercial section would have to be developed commercially on the Commercial properties and any residential development would have to be developed on the Residential properties.

Commissioner Pitts asked if multi-family dwellings could be built on the subject property. Scott Peterson stated that there can be multi-family development in a Commercial designation.

### **PETITIONER'S PRESENTATION**

Mark Goldberg, president of Goldberg Property Associates, retail developers, addressed the Commission in support of the requested Growth Plan Amendment. He stated that the difficulty in developing the property is that the Residential portion is odd shaped and does not allow for good residential development. He said that the Growth Plan places emphasis on infill development, which this development would be and is at the intersection of two of the City's major arterials. Therefore, he stated that he believed Commercial is a logical development scenario. Mr. Goldberg stated that it is the applicant's intent to develop a neighborhood shopping center that would have a grocery store. He said that the Growth Plan identified some key issues – to maintain compact development patterns focusing on unique needs of the community, neighborhoods and enhancing community aesthetics. He stated that the proposed project does work with those issues.

### **QUESTIONS**

Commissioner Carlow asked if the property was purchased as a contiguous eight (8) acres. Mr. Goldberg stated that he believed there was one parcel that was not included at the time of the original purchase.

### **PUBLIC COMMENT**

**For:**

Dale Beede, 2059 Baseline Road, a commercial real estate broker, stated that he believed this would be the finest commercial corner in Grand Junction. He further said that he sits on the Hilltop Board of Directors and Hilltop is in favor of this development.

Sandy Randall, 1441 Patterson Road, president of Patterson Gardens Homeowners' Association, which is immediately east of the subject property, stated that the Homeowners' Association is in favor of the development.

Janet Terry (3120 Beechwood) stated that she supports a change in the Growth Plan to reflect Commercial on the three (3) acres as requested by applicant.

Ana Elliott, 3082 D½ Road, said that she believes this seems to be the most natural place to begin infill development.

### **Against:**

Bruce Verstraete (1321 Wellington Avenue) asked the Board for consistency – that this property remain Residential and not be allowed to be developed as proposed. He said that to change the area from Residential to Commercial would not be fair.

Pat Verstraete (1321 Wellington Avenue) stated that she represented the 366 neighbors that have signed a petition which had been provided to the Commission. Ms. Verstraete stated that according to the Zoning and Development Code, the Growth Plan can only be amended if the proposed change is consistent with the purpose and the intent of the Growth Plan and meets the applicable conditions. She further stated that the proposed zoning change is not compatible with the existing neighborhood. The proposed change would bring in 7,968 people a day with the businesses having up to 150 employees and would operate 24/7. A zoning change of this magnitude would significantly impact the existing neighborhoods and would be inconsistent with the purpose and the intent of the Growth Plan. Ms. Verstraete further pointed out that there is currently a great need for the type of development that this parcel of land is zoned for – medium to high density multi-family units. She further stated that the Housing Authority has a waiting list of almost two years and believes the City is experiencing a housing crisis.

Harriett Clothier, 1441 Patterson, #801, voiced her concern regarding the removal of any City residential areas as the City is in desperate need of obtainable housing. She also said that this is not an urban area. The area is a transitional area or a buffer zone between the urban and the suburban and commercial development would not be compatible being a transitional buffer zone. She went on to state that infill projects in the immediate area are not commercial but rather residential. She said that this will be a permanent drastic change.

### **PETITIONER'S REBUTTAL**

Mark Goldberg stated that things can be done to mitigate the impact of the proposed development. He said that the proposed project, by changing it to Commercial, addresses some things positively.

### **DISCUSSION**



Commissioner Putnam said that he agrees with staff that the necessary criteria for a Growth Plan Amendment have been met and would be in favor of recommending it to City Council for approval.

Commissioner Sublett stated that he is very reluctant to change the Growth Plan; however, this particular request holds considerable merit. He further stated that with the development issues facing the City, that it would be wise to approve this Growth Plan Amendment.

Commissioner Carlow stated that a contiguous one zone would be easier to deal with and would be in favor of approving the requested amendment.

Commissioner Pitts said that he too would be in favor of approving the amendment. He said that the Growth Plan Amendment could be an inducement or encouragement for a development that is aesthetically appropriate.

Commissioner Wall agreed that all criteria have been met to change the Growth Plan. He further said that it makes the most sense to have this changed to Commercial considering the growth of the community.

Commissioner Pavelka-Zarkesh said that she too would be in favor of the project based on the efficiency and existing infrastructure. She stated that the project could benefit the entire area and offer some benefit to the neighborhoods.

Commissioner Putnam stated that while several letters had been received stating their opposition to another grocery store in the area, the decision before the Board at this time is limited to the Growth Plan Amendment.

Commissioner Cole also spoke in favor of the amendment.

**MOTION: (Commissioner Sublett) “Mr. Chairman, on item GPA-2006-241, City Market Growth Plan Amendment, I move that we forward a recommendation of approval of the requested amendment from Residential Medium (4 – 8 DU/Acre) to Commercial for properties located at 2510 N. 12<sup>th</sup> Street, 1212, 1228, 1238, 1308, 1310, 1314 and 1324 Wellington Avenue.”**

Commissioner Pitts seconded the motion. A vote was called and the motion passed unanimously by a vote of 7-0.

With no objection and no further business, the public hearing was adjourned at 8:35 p.m.



**General Project Report**  
**12<sup>th</sup> and Patterson**  
**Grand Junction, CO**  
August 30, 2006

**A. Project Description**

This proposed Growth Plan Amendment is intended to simplify current land use boundaries and promote a well-planned/designed development of the site. Our proposal is to amend the Growth Plan for the portion of the site that is currently designated for residential land use and convert it to a commercial designation. If approved, the revised growth plan and ultimately the revised zoning would allow for a more useable and developable “in-fill” retail site along the Patterson Road key corridor which when developed will be a central shopping location central Grand Junction.

The subject site is located on the southeast of corner of the intersection of 12<sup>th</sup> Street and Patterson Road. The site, which is currently vacant, comprises 21 lots totaling 8.621 acres (refer to Exhibit A – Location Map). The northerly portion of the site includes 13 lots (5.395 acres) designated for commercial use in the Growth Plan. The southerly part of the site includes eight (8) lots (3.226 acres) designated as residential use in the Growth Plan.

The proposed use for the site is a grocery-anchored, community/neighborhood shopping center. Current plans include a 49,165 square foot grocery with detached gasoline sales, a sit-down style restaurant and two freestanding multi-tenant retail buildings of approximately 16,000 square feet (refer to Exhibit B – Site Plan).

**B. Public Benefit**

The public benefit from the proposed amendment to the Growth Plan and the proposed project is twofold. First, the proposed project will fill a niche in the area by providing goods, services and shopping convenience to the surrounding neighborhood and to those traveling along 12<sup>th</sup> Street or Patterson Road on a regular basis. Second, the approval of the requested amendment to the Growth Plan will result in more consistent application of land use designations both within the site and in relation to nearby developments.

**C. Neighborhood Meeting**

The Neighborhood Meeting is scheduled for:

Tuesday, September 5, 2006  
5:30 to 7:30 PM  
Liff Auditorium  
W. W. Campbell College Center  
Mesa State College

#### **D. Project Compliance**

##### **1. Adopted Plans-Growth Plan**

1. Commercial development of this site was reasonably foreseeable as demonstrated by the fact that close to 2/3 of the acreage of the site is already designated for commercial use under the current Growth Plan. The current Plan indicates both Commercial and Residential uses for the 21 lots that make up the site. There are 13 Commercial use lots and eight (8) Residential use lots (refer to Exhibit C, Current Growth Plan). Due to the small size of the parcels and the irregular configuration of the lots, residential and/or commercial development of the site under the current designations would be inefficient and very difficult at best. This proposed amendment will simplify the land use boundaries for the property and result in more developable site. The site is currently vacant and not encumbered by existing buildings or ongoing uses.
2. Subsequent events that support the amendment of the Growth Plan include existing commercial developments at the intersection of and adjacent to 12<sup>th</sup> and Patterson.
3. The character of the existing neighborhood is a mix of commercial and residential uses. The change of designation from Residential to Commercial for the eight (8) parcels in question will not adversely affect the residential land supply, and will allow for the entire 8.621 acre site to be better utilized as a commercial site that will be consistent with the adjacent commercial development in the area.
4. The proposed change is consistent with the following goals and policies of the Growth Plan governing Future Land Use:  
**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.

- The proposed project is compatible with other commercial uses in the area and will make use of existing city infrastructure.

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

**Policy 11.2:** The City and County will limit commercial encroachment into stable residential neighborhoods. In areas designated for residential development the City and County may consider inclusion of small scale neighborhood commercial development that provides retail and service opportunities in a manner compatible with surrounding neighborhoods in terms of scale and impact.

- The proposed change will allow the most efficient use of the site, consistent with nearby commercial development and the existing commercial designation of a majority of the site, while providing retail and service opportunities to nearby residential areas.
5. This is an in-fill site. Existing public facilities are adequate to serve the type and scope of the proposed land use.
  6. This proposed amendment will complement existing nearby commercial development and will allow for a more consistent and efficient use of land available to accommodate the proposed project.
  7. This amendment will benefit the community by 1) creating land use boundaries that promote well-planned development, 2) providing more convenient and efficient shopping for the area and 3) increasing the sales and property tax potential of the property.

## **2. Surrounding Land Uses**

The surrounding land uses are as follows:

- North – Commercial and Residential Medium
- East - Residential Medium and Residential Medium High
- South – Residential Medium
- West – Commercial
- Northwest - Commercial

## **3. Site access and Traffic Patterns**

Existing, adjacent streets will provide access. No changes are proposed for the traffic patterns. See Traffic Impact Study prepared by Bowers and Associates.

#### **4. Utility Availability**

Water: The Site is located in the Grand Junction Water Service Area. Water lines are current located in adjacent streets; Patterson Road, 20-inch steel, 12<sup>th</sup> Street, 6-inch AC and Wellington Avenue, 8-inch AC (refer to Exhibit GIS Water Map). It is assumed that the existing system can meet the water demand generated by the project.

Fire Hydrants: There is an existing fire hydrant located at the southwest corner of the Site (refer to Exhibit D - GIS Water Map). It is anticipated additional fire hydrants will be required at the time of development.

Sanitary Sewer: The Site is located in the Grand Junction 201 Sewer District. Sanitary sewer lines are located in the adjacent streets. There is a 15-inch VCP sanitary sewer line in Patterson Road, an 8-inch VCP in 12<sup>th</sup> Street and an 8-inch VCP in Wellington (refer to exhibit E - GIS Sewer Map). It is assumed that the existing system can convey the sanitary sewer flows generated by the project.

Storm Sewer: There is an existing 24-inch storm line in Patterson Road and an existing catch basin in the street flow line at the southwest corner of the site. On-site storm water detention is anticipated.

Dry Utilities: It is assumed that gas, electrical and telephone are available to service the Site.

#### **5. Special or unusual demands on utilities**

This project will not create any special or unusual demands on utilities.

#### **6. Effects on public facilities (fire, police, sanitation, roads, parks, schools, etc.)**

Neither this Growth Plan Amendment nor the proposed development will adversely affect public facilities/services. In

some aspects such as parks and schools, this request will decrease pressure on those services.

**7. Site soils and geology**

There are no known soils or geological issues associated with the Site.

**8. Impact of project on site geology**

This Growth Plan Amendment will not affect the site geology.

**9. Hours of Operation**

Hours of operation have not yet been determined, however, it is anticipated that hours of operation will vary between uses and reflect the expectations and demands of the customers.

**10. Number of employees**

The estimated number of employees is 150.

**11. Signage plans**

Site signage will be included in subsequent development submittals.

**E. Development Schedule and Phasing**

The current plan is for development of the project as separate buildings in a single phase. If this Growth Plan Amendment is approved, the final design will begin and required submittals will be provided to the City for review and approval. Construction will begin as soon as approvals are secured. It is anticipated the total time of design, review/approval and construction will require 12 to 24 months.

## X. LAND USE COMPARISON

### Proposed Land Uses versus Land Uses in Growth Plan

Because this City Market Retail development proposes an amendment to the Growth Plan, the traffic impacts from the proposed land uses were reviewed to determine what, if any, additional impacts the proposed land uses would have over the land uses identified in the growth plan.

This site is approximately 8.6 Acres in size. The Growth Plan currently identifies approximately 5.4 Acres of Commercial land uses and approximately 3.2 Acres of residential with a density of 6 to 8 dwelling units per acre. While the 3.2 Acres would permit 19 to 25 units, the site constraints have identified a maximum of 12 dwelling units. The City Market Retail development has identified that the 3.2 Acre portion of the site could yield an additional 10,000 square feet of retail land use.

The following table identifies the site-generated traffic from the 12 dwelling units and the 10,000 square feet of retail.

As is shown in the table, the retail land use is projected to generate approximately 310 new daily trips, 5 new AM Peak Hour trips, and 18 new PM Peak Hour trips. The residential condominium/townhouse land use is projected to generate approximately 70 daily trips, 5 AM Peak Hour trips, and 6 PM Peak Hour trips.

While the retail land uses are projected to generate approximately 240 more daily trips, the critical peak hours do not represent a significant increase in traffic. In fact, the AM Peak Hour trips remain the same. The PM Peak Hour trips represent an increase of only 12 trips (4 inbound and 8 outbound) over the residential land use.

TRIP GENERATION COMPARISON									
ITE CODE      LAND USE		TRIP GENERATION RATES							
		24 HOUR	AM PEAK HOUR			PM PEAK HOUR			
			ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL	
814	Specialty Retail *	44.32	0.38	0.30	0.68	1.19	1.52	2.71	
230	Residential Condominium/Townhome	5.86	0.07	0.37	0.44	0.35	0.17	0.52	
ITE CODE      LAND USE      SIZE		TOTAL TRIPS GENERATED							
		24 HOUR	AM PEAK HOUR			PM PEAK HOUR			
			ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL	
814	Specialty Retail *	10.0 KSF	443	4	3	7	12	15	27
	<i>Passby Trips (30%):</i>		133	1	1	2	4	5	9
	<b>New Trips:</b>		310	3	2	5	8	10	18
230	Residential Condominium/Townhome	12.0 DU	70	1	4	5	4	2	6

Key: KSF = Thousand Square Feet Gross Floor Area  
DU = Dwelling Units

\*: AM Peak rates represent 1/4 of PM Peak rates with direction reversed

# LETTERS OF OPPOSITION





9/13/2007

To:

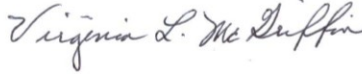
Cc:

Subject:

Please find enclosed pictures taken @ 12th and Patterson on different days and different times of the day. It isn't unusual to sit thru 2 stop light signals to make a left turn: one because of the traffic and two to allow for the red light runners to rush thru.

How can any reasonable person consider adding to this mess? Can you say 'round a bout'? That makes as much sense as approving a grocery in this area..

A very concerned citizen,  
Virginia L. McGriffin  
3195 F Road  
Grand JunctionCo 81504



Save a copy of this e-mail to my Sent messages folder



**From:** <kgardner@sopris.net>  
**To:** <scottp@gjcity.org>  
**Date:** 9/10/2007 3:44 PM  
**Subject:** Proposed City Market at 12th and Patterson

Scott, thank you for taking the time to talk to me this afternoon concerning not receiving notification of the Planning Commission hearing on the above referenced application.

While I am not able to attend the meeting tomorrow night, I would like to express my opposition to the project. I do not believe it fits with the tenor of the neighborhood, and no one can convince me City Market (or Grand Junction) needs another grocery store in this vicinity. I realize everyone touts City Market as being the good corporate citizen, but I recall they were told by the city last time the proposal was turned down, that they would be responsible to keep the lot clean and free of debris. Anyone that has driven past that site knows this has not been done, as it would only take one match to cause a huge fire with all of the dead branches and trees that are located there.

Regardless of this, my biggest issue is finding out the townhouse group I live in was not included in the notification mailing about this hearing. While I am certain it is just sloppy work on someone's part, one would wonder! I would like to know how many other adjacent homeowners were not notified.

Thank you!

L. Kristine Gardner, homeowner  
1305 Wellington #108  
Grand Junction, CO 81501

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This message was sent from Sopris Surfers Webmail [www.sopris.com](http://www.sopris.com)

June 10, 2007

TO: City Planning Commission, Attn: Scott Peterson

RE: City Market at 12th & Patterson

YOU have the ability to keep this intersection from being the nightmare of Grand Junction! You have been maligned in the past for holding firm and refusing to let our traffic and city planning get out of control, but WHO but YOU can keep GJ from becoming a commercial jumble?

This intersection is the transportation core for many, many senior citizens, Hilltop, medical and dental patients. There is an already-overburdened ingress/egress on the SW corner and some of the heaviest traffic in Grand Junction. Creating more lanes, having additional entrances to City Market and its gas station, adding large trucks will guarantee more accidents and severely impact the quality of this area.

Like a whining child, City Market has worked to woo three past City Councils and Planning Commissions. Now, they are at work on you and the city looks "bad" when it doesn't give in. The City Council politicians just want to be re-elected and grow our city. They listen only to YOU, so they don't have to take the flak.

We already have three groceries in this area of the city, just a short drive or walk away. The heavy traffic of a gas station and grocery at this intersection will make it more of a mad-house. I'm not against development of the property, but why not a medical or business with less traffic impact? City Market "paying" for the intersection improvements should not be the criteria for their getting permission; let's pay for our own improvements and have them as we desire.

I hope you have the courage to deny, once again, what the area residents do not want (I do not live in neighboring property). Those of us who want Grand Junction to avoid becoming another Phoenix want YOU to stand up for us, not the Chamber of Commerce or corporations.

Please protect our quality of life.

  
Joy Green  
Grand Junction

1111 Horizon Drive Suite 205

**RECEIVED**

JUL 13 2007

COMMUNITY DEVELOPMENT  
DEPT.



October 29, 2006

G.J. Planning Commission

Commissioners:

I've read that City Market is again asking for a change in the city's Master Plan and in the zoning of its parcels of land near the 12th and Patterson intersection.

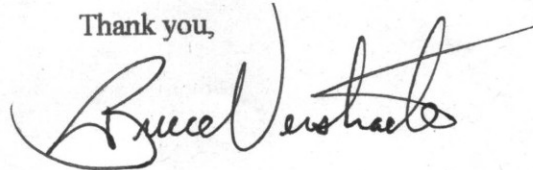
I want to remind the Commission that when a group of landowners agrees, as we citizens did many years ago, to be zoned, that a contract is created between the city government and the landowners. As you'll remember, for a contract to be legal, both parties have to give something up and receive something in return. What the landowner gives up is the right to do whatever he wants with his land. If zoned for residences, he gives up the right to build a business or a farm or a sawmill on his property. What he receives in return from this contract is protection. Protection from his neighbor's building, say, a feedlot next to him and devaluating his property. Landowners come to depend on the city to hold up its end of the contract. People buy into a neighborhood when they know it is zoned "residential" because they are assured by the city that it will be a quiet, safe area to raise a family. They know there will be no noisy industry, no heavy truck traffic, no late night disturbance.

When the city, represented by your Commission, changes the zoning against the wishes of the adjacent property owners, it violates its contract with the property owners. I believe we have the right to expect consistency from our city government. Our neighborhood has been designated "residential" and the adjacent lots have always been "B-1", for a neighborhood, low impact, low noise, low traffic business. To allow a large, 24 hour, high traffic shopping center at this site would destroy the quality of our neighborhood, reduce our property values, and ruin the homes and lives we've built over the years.

I hope you will live up to the contract you and previous commissions and City Councils have made with us. Please do not change our Master Plan and do not change the zoning near our homes to "C-1."

Bruce Verstraete  
1321 Wellington Ave.  
Grand Junction

Thank you,



RECEIVED  
OCT 31 2006  
COMMUNITY DEVELOPMENT  
DEPT.

1421 Wellington Ave.  
Grand Junction, Co. 81501  
Oct. 10, 2006

Grand Junction City Council  
250 North 5<sup>th</sup> Street  
Grand Junction, Co. 81501

RECEIVED  
OCT 11 2006  
COMMUNITY DEVELOPMENT  
DEPT.

As a long time resident and homeowner in Grand Junction I beseech you to deny any changes to the city Growth Plan in regards to the properties located ay 12<sup>th</sup> and Patterson and 12<sup>th</sup> and Wellington. The current zoning is consistent with the needs and character of the neighborhood. The existing zoning was adopted to provide an acceptable buffer between commercial and residential communities. The RMF-8 zoning on Wellington would allow developers to build townhouses or duplexes. In B-1 zoning area on Patterson offices and small retail establishments are permitted.

To make a "central shopping location" on these eight acres as the petitioners propose is inconsistent with the goals and policies of the Growth Plan and would interfere with the peace, quiet and dignity of the neighborhood. At the last hearing to change the zoning in this area your esteemed colleague, Mr. James Spehar, summed up Kroger's continuing attempts to build a 49,193 sq. ft. store in a residential neighborhood: "It's like trying to stuff eight pounds of flour into a five-pound sack."

Sincerely,



Pat Verstraete,



546 Main Street, Suite 402  
P.O. Box 1931  
Grand Junction, CO 81502  
Phone: 970-256-7650  
Fax: 970-243-8364  
<http://www.wccongress.org/cca.htm>

October 10, 2006

RECEIVED  
OCT 12 2006  
COMMUNITY DEVELOPMENT  
DEPT.

Community Development Department  
Grand Junction Planning Commission  
City of Grand Junction  
250 N. Fifth Street  
Grand Junction, CO 81501

Re: Growth Plan Amendment for Kroger  
Attn: Scott Peterson

To All Concerned:

I am writing on behalf of Concerned Citizens Alliance (CCA), the Mesa County Affiliate of Western Colorado Congress, to oppose any Growth Plan amendment which would allow Kroger to build a City Market at the intersection of 12<sup>th</sup> and Patterson.

CCA has been involved with growth issues in the Grand Valley for several years. We have long supported the development and enforceability of growth and master plans.

In this case, Kroger seeks to amend the City's Growth Plan. Yet there has been no showing that the Plan was flawed as adopted or that there has been a significant change warranting amendment. In fact, there are two large grocery stores which presently exist in close proximity to this intersection, negating any possible claim that there is a new and urgent demand for more such businesses in the area.

The Growth Plan represents a commitment to the community that development will occur according to its dictates, absent some major reason for altering the Plan. Residents and businesses rely on this commitment. There is no valid reason for changing the Plan as it pertains to this intersection.

Amending the Plan to allow Kroger to build its City Market and other businesses at 12<sup>th</sup> and Patterson would severely impact the adjoining residential neighborhoods as well as traffic at the intersection. This area is intended to be a buffer zone to allow the residents to live in relative peace and quiet. There are disabled people living in the area, many in wheelchairs, who would encounter grave difficulties in moving about their neighborhood and traversing the 12<sup>th</sup> and Patterson intersection, should the City Market development be constructed.

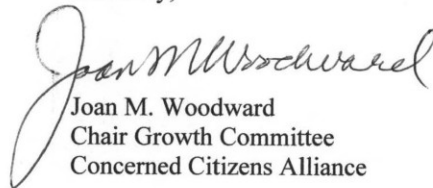


Community Development Department  
Grand Junction Planning Commission  
October 10, 2006  
Page Two

Concerned Citizens Alliance has always advocated for infill within the Urban Growth Boundary. The current zoning on the Kroger land lends itself to mixed use development of residential units and small neighborhood businesses. Such infill would be a positive contribution to the community and would maintain the vision and commitment embodied in the Growth Plan.

For these reasons, we respectfully request that Kroger's request for a Growth Plan amendment be denied. We appreciate your consideration of our views and ask that we be notified of future developments in this matter.

Sincerely,



Joan M. Woodward  
Chair Growth Committee  
Concerned Citizens Alliance

**From:** judybob <hhwector@earthlink.net>  
**To:** <scottp@gjcity.org>  
**Date:** 10/25/2006 2:46 PM  
**Subject:** Kroger rezoning application  
**CC:** <suem@gjcity.org>

My wife and I are senior residents of Lakeside and are very concerned about the planned application by Kroger to construct a grocery store on the southeast corner of 12th Street and Patterson Road. We have been strongly opposed to this plan in the past and will continue to be.

We are concerned that, if approved, this project will contrast with the present community of medical facilities, rehabilitation centers, nursing homes, church and residential facilities. On the northwest corner of this intersection is St. Mary's Life Center (1100 Patterson) and St. Mary's Family Medical Center (1160 Patterson). On the northeast corner is a church. Within three blocks are Mesa Manor nursing home (2901 N. 12th Street), Larchwood Inns rehabilitation center (2845 N. 15th), Grand Villa assisted living (15th and Patterson) and Hilltop Community Residence (1405 Wellington). There are, or will be, additional and similar facilities nearby such as Hospice, Docs on Call and The Commons. These facilities make up a strong and viable community for elderly and disabled people. We have observed senior citizens, those in wheelchairs and handicapped individuals on a regular basis in and around the 12th and Patterson intersection. We believe that the construction of a City Market store at this intersection and the resulting increase in traffic would make this a more dangerous environment for these people.

We do not need another grocery store in this neighborhood. Safeway on Horizon Drive and Albertsons on 12th Street provide a complete and convenient shopping opportunity for residents near this intersection. We recognize that, as Grand Junction grows, business growth is necessary. But Kroger's proposal represents an unnecessary and dangerous threat to our well-established and viable community. We should be searching for ways to quiet the traffic on Patterson Road between 1st Street and 15th Street and another City Market would most assuredly not do that.

We urge you to deny a request to rezone the southeast corner of 12th and Patterson in order to accommodate commercial development. We urge the City Council to once again reject the application, by an out-of-state business, that would adversely affect the quality of life for those living near this intersection.

Sincerely,  
Bob and Judy DenBleyker  
1155 Lakeside Drive #803  
Grand Junction 81506

245-7091

1421 Wellington Ave.  
Grand Junction, Co. 81501  
Sept 10, 2007

Grand Junction Planning Commission  
250 North 5<sup>th</sup> Street  
Grand Junction, Co. 81501

Dear Commissioners:

Please consider the petition signed by 366 neighbors requesting that there be no changes in the growth plan concerning the properties on Wellington and 12<sup>th</sup> and 12<sup>th</sup> and Patterson.

Sincerely,

A handwritten signature in cursive script that reads "Pat Verstraete".

Pat Verstraete

To: Grand Junction City Council  
 From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
 THERE BE NO CHANGES IN THE GROWTH PLAN  
 CONCERNING THE PROPERTIES ON WELLINGTON &  
 12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1 Tracy Burch	1925 Clavel	[Signature]
2 J. M. [unclear]	406 Francis Dr	[Signature]
3 Jeff [unclear]	836 Glenwood Ave	[Signature]
4 [unclear] [unclear]	3370 1/2 FAD	[Signature]
5 Michele Horn	1122 Elm Avenue	[Signature]
6 [unclear] [unclear]	2260 N 13th	[Signature]
7 Marilyn Scott	782-23 1/2 Rd	[Signature]
8 RE Greffertius	3014 Phasant Run	[Signature]
9 Mary Krasnow	1715 Orchard Ave.	[Signature]
10 Maethe Schulte	413 Lois St	[Signature]
11 ROBERT H. BICK	3526 Ridge Drive	[Signature]
12 Nola Daily	1520 N 23rd St	[Signature]
13 Stacy Holder	1545 N 21st	[Signature]
14 [unclear] [unclear]	590 W Indian Creek	[Signature]
15 [unclear] [unclear]	MARK CASSETTA 103 DAVIS CIR	[Signature]
16 Barb [unclear]	2006 N. 1st St	[Signature]
17 [unclear] [unclear]	332 GLESS CANYON	[Signature]
18 Carol [unclear]	2815 Rockcreek	[Signature]
19 [unclear] [unclear]	1245 Kennedy	[Signature]
20 Anora [unclear]	1245 Kennedy	[Signature]
21 Jim [unclear]	510 Rockcreek	[Signature]
22 Corey Richards	2205 Bookcliff Ave	[Signature]
23 Amy Trinklein	2226 Hawthorne Ave	[Signature]
24 [unclear] [unclear]	2520 Bookcliff	[Signature]
25 [unclear] [unclear]	2012 1/2 12th	[Signature]
26 Rachel Davis	2324 Elm Ave	[Signature]
27 [unclear] [unclear]	1921 Clavel	[Signature]
28 [unclear] [unclear]	3032 N. 15	[Signature]
29 [unclear] [unclear]	150 CHOPITA #12	[Signature]
30 [unclear] [unclear]	306 Zuni Dr.	[Signature]

#1

10-18-06

To: Grand Junction City Council  
 From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
 THERE BE NO CHANGES IN THE GROWTH PLAN  
 CONCERNING THE PROPERTIES ON WELLINGTON &  
 12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1 <del>Theresa Bufford</del>	636 Horizon Dr #810	<del>Theresa L Bufford</del>
2 <del>Debra McCrea</del>	PO Box 431 GJ, CO 81502	<del>Debra McCrea</del>
3 <del>Carol Wishon</del>	641 Middlebridge Dr Clifton	<del>Carol Wishon</del>
4 <del>Kim Webb</del>	2731 Parkwood DR GT 81503	<del>Kim Webb</del>
5 <del>Hilary Lyon</del>	817 Elm Ave, G.J. Co 81501	<del>Hilary Lyon</del>
6 <del>Frances Cummings</del>		<del>Frances Cummings</del>
7 <del>Richard Proctor</del>	3014 Colorado Rd GJ CO 81504	<del>Richard Proctor</del>
8 <del>Tim Hense</del>	661 33 <sup>rd</sup> St Clifton	<del>Tim Hense</del>
9 <del>Michelle Hoarse</del>	3010 D rd Grand Junction 81504	<del>Michelle Hoarse</del>
10 <del>Debra Hoarse</del>	2650 B.S Rd #49 G.J. CO 81503	<del>Debra Hoarse</del>
11 <del>Salem Condon</del>	1140 Walnut #10 GJ CO 81501	<del>Salem Condon</del>
12 <del>Yvonne Jones</del>	2322 Hwy 125 #125 Grand Jct	<del>Yvonne Jones</del>
13 <del>Wesley Newman</del>	P.O. Box 2999 Grand Junction CO 81502	<del>Wesley Newman</del>
14 <del>Pattie Keeling</del>	1381 Cedar Ave	<del>Pattie Keeling</del>
15 <del>Paul Alvello</del>	142 N. Ash St Fruita	<del>Paul Alvello</del>
16 <del>GERALD B. TEATHEN</del>	2706 SKYLINE ST	<del>Gerald B. Teathen</del>
17 <del>Jessie R. Gore</del>	242 31st G.J. Co 81501	<del>Jessie R. Gore</del>
18 <del>Mark Wilcox</del>	324 W. 4th GJ CO 81501	<del>Mark Wilcox</del>
19 <del>Ruth Michelle</del>	2101 Hawthorne Ave G.J. Co 81501	<del>Ruth Michelle</del>
20 <del>Joe Higgins</del>	140 W. Kennedy Ave G.J. Co	<del>Joe Higgins</del>
21 <del>Brooks Adams</del>	622 1/2 Pioneer Rd. GJ 81504	<del>Brooks Adams</del>
22 <del>Sharon G. Deloy</del>	636 Horizon Dr #302 G.J. Co	<del>Sharon G. Deloy</del>
23 <del>Est. Hargis</del>	1340 Wellington Ave G.J. Co	<del>Est. Hargis</del>
24 <del>Lauren K. Carter</del>	1404 Wellington Ave G.J. Co 81501	<del>Lauren K. Carter</del>
25 <del>Vernona Renee</del>	" " " "	<del>Vernona Renee</del>
26 <del>Rebecca RANNEY</del>	" " " "	<del>Rebecca RANNEY</del>
27 <del>Kathy Salas</del>	1442 Wellington Ave	<del>Kathy Salas</del>
28 <del>Paul Sams</del>	1442 Wellington Ave	<del>Paul Sams</del>
29 <del>Don Cleveland</del>	558 Court Road	<del>Don Cleveland</del>
30 <del>Karl Almgren</del>	1807 N. 4 <sup>th</sup> St.	<del>Karl Almgren</del>

H 2

10-19-06



To: Grand Junction City Council  
 From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
 THERE BE NO CHANGES IN THE GROWTH PLAN  
 CONCERNING THE PROPERTIES ON WELLINGTON &  
 12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1	Jeanie Mully 3217 E Rd	Jeanie Mully
2	Sara Nunk 521 Sara Ln	Sara Nunk
3	Justin Earl 102 Benare Vista Apt B	Justin Earl
4	Alaya Subanna 1240 Bunting Trl	Alaya Subanna
5	417 E 12th St	[Signature]
6	417 E 12th St	[Signature]
7	1532 CHAPMAN AVE	[Signature]
8	Camello Leary 521 Whitehurst St	Camello Leary
9	Sue K. Bel 2131 Bryce Ct	Susan L. Kig
10	Suzanne M. Jockey 2820 Shawthorne Ave	Suzanne M. Jockey
11	Gordon Gillin 208 Red Mesa Ntz Grand Junction 81503	Gordon Gillin
12	Earl Williams 449 W. Detail C.A. RD 86503	Earl Williams
13	Angela Palmer 2931 Bunting Ave #E	Angela Palmer
14	Johnny Espinoza 1411 Kennedy Ave.	Johnny Espinoza
15	Korie Conley 430 N. 15th Street	Korie Conley
16	Eliza Johnson 430 N. 15th Street	Eliza Johnson
17	Antonia Miller 2679 WINDWOOD Ave #1	Antonia Miller
18	Anna M. & Dullberg 1441 PATTERSON Rd. # 203	Anna M. & Dullberg
19	Kelley K. Spalding 5345 Hill court	Kelley K. Spalding
20	M. Johnson 636 S. 15th St.	[Signature]
21	Karen Willbolt 1441 Patterson Rd #203	[Signature]
22	Hannah Santiago 1441 Patterson Rd # 203	Hannah Santiago
23	[Signature]	[Signature]
24	Paula [Signature] 1321 Wellington	Paula [Signature]
25	Kathleen [Signature] 3611 N. CEDAR CT. 81506	[Signature]
26	Ruth S. Anderson 1111 Horizon Drive	Ruth S. Anderson
27	Dennis DeLay Dennis DeLay	Dennis DeLay
28	MARISA FRAY 408 W. GLENDALE RD	Marisa Fray
29	Mary Barnett 586 Preserve Lane	Mary Barnett
30	Kathleen N. Remond - REED 3219 D 3/4 Rd.	Kathleen N. Remond

#3  
 10-21-06

8496

8/18

To: Grand Junction City Council  
From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
THERE BE NO CHANGES IN THE GROWTH PLAN  
CONCERNING THE PROPERTIES ON WELLINGTON &  
12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1. Donald K. Roller	1158 Woodcliff	Donald K. Roller
2. Audrey Pollock	1340 N 31 Street	Audrey Pollock
3. Ed B. Camp	1372 Hill Ave	Ed B. Camp
4. Cathy Miller	359 N. Apple-Fruit	Cathy Miller
5. Jayne Hague	2501 Trellis Endct	Jayne Hague
6. Linda Roberts	1608 Pinyon Ave	Linda Roberts
7. Linda Roberts	240 N. Astor Lane	Linda Roberts
8. Patricia Foster	2230 N 12th St	Patricia Foster
9. [Signature]		
10. [Signature]	535 Pinyon Ave	[Signature]
11. [Signature]	2035 Oakleaf	[Signature]
12. Paul Hughes	2479 Wellington Court	Paul Hughes
13. MICHAEL HUGHES	2479 WELLINGTON CT	Michael Hughes
14. [Signature]	1520 GRAND	[Signature]
15. [Signature]	2910 Bendway	[Signature]
16. VIVIAN PRSSER	Box 1027	Vivian Prasser
17. [Signature]		
18. [Signature]	5430 Grand Ct	[Signature]
19. Margaret E. Lewis	131 Birkbeck Dr	Margaret E. Lewis
20. [Signature]	464 S. Sennott	[Signature]
21. [Signature]	464 S. Sennott	[Signature]
22. Beth Boar	1240 Rockwell	Beth Boar
23. Greg Rasnowski	1811 N. 4th St	Greg Rasnowski
24. Tom Sibbitt	1405 Orchard Ave	Tom Sibbitt
25. [Signature]	285 N. Cotton	[Signature]
26. [Signature]	181 Clayville Dr	[Signature]
27. Christina Crum	3051 N 14th St	Christina Crum
28. [Signature]	2964 Mesa Av	[Signature]
29. [Signature]	2855 Appleworth	[Signature]
30. [Signature]	2912 Ct	[Signature]

MARGARET E. LEWIS

#4  
10-28-06



To: Grand Junction City Council  
From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
THERE BE NO CHANGES IN THE GROWTH PLAN  
CONCERNING THE PROPERTIES ON WELLINGTON &  
12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

Print NAME	ADDRESS	SIGNATURE
1 Barbara Fredell	1305 Wellington, #114	Barbara A. Fredell
2 Rex SIDENER	1305 Wellington #112	Rex Sidener
3 HELEN L. SIDENER	1305 WELLINGTON, #112	Helen L. Sidener
4 LEON E. JENSEN	1305 WELLINGTON #113	Leon E. Jensen
5 Helen Jensen	1305 Wellington #113	Helen M. Jensen
6 Rex Roney	1305 Wellington Ave #115	Rex Roney
7 Betty Roney	1305 Wellington Ave #115	Betty Roney
8 Debra Schonscheck	1305 Wellington Ave #117	Debra Schonscheck
9 MARIE GOLDECK	1305 Wellington, #109	Marie Holan
10 J. Sanburg	1305 Wellington #104	J. Sanburg
11 Coisa Sanburg	1305 Wellington #104	Coisa Sanburg
12 Brandon Plumb	1305 Wellington #103	Brandon Plumb
13 MICHAEL BOCIUS	1305 Wellington, #101	Michael Bocius
14 ANITA DAILEY	1305 Wellington #111	Anita Dailey
15 Judy Christopher	1133 Patterson	Judy Christopher
16 Diane M. Carlson	2238 J. Della Ct	Diane M. Carlson
17 Martha L. Frank	3231 LAKESIDE DR	MARTHA FRANK
18 Cindy McSweeney	1305 Wellington #102	Cindy McSweeney
19 Maris Verbonde	1305 Wellington #105	Maris Verbonde
20 Kawna Safford	1305 Wellington Ave. #116	Kawna Safford
21 Paul Muth	731 CORRETT CT GT CO.	PAUL MUTH
22 DONALD COLEMAN	817 FALCON WAY GT. CO.	Donald Coleman
23 Brady Sullivan	817 Falcon way GT CO.	Brady Sullivan
24 Curtis Thomas	817 Falcon way GT CO.	Curtis Thomas
25 JAMES STANWY	630 Thompson Dr 81503	James Stanwy
26 Maria Juely	761 J. Della Ct 81503	Maria Juely
27 Danny Langri	865 Texas Ave. 55 81501	Danny Langri
28 Christy VanDahn	1807 N. 4th GT 81501	Christy VanDahn
29 James Prunym	289 E. PARKVIEW 6 RM JCT 81503	James Prunym
30 Fred Nelson	196 BELMONT DR CR JCT 81503	Fred Nelson

#5  
10-28-0



To: Grand Junction City Council  
 From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
 THERE BE NO CHANGES IN THE GROWTH PLAN  
 CONCERNING THE PROPERTIES ON WELLINGTON &  
 12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1 RICHARD HAROSTY	1114 WHITE	[Signature]
2 Linda Lenhart	2129 N 22nd	[Signature]
3 Juli Tommi	690 Cleveland	[Signature]
4 John Hockst	2810 Cottage Ln	[Signature]
5 Gabe Albertson	1353 N 21st	[Signature]
6 Mike Buller	701 Post	[Signature]
7 Marcin Knap-Bedda	415 Barclay Way	[Signature]
8 Mike Hunt		
9		
10 Gary D. M. Muntz	860 Hall Ave	[Signature]
11 [Signature]	536 N 7	[Signature]
12 [Signature]	2712 Carver Blvd	[Signature]
13 [Signature]	2919 Music Ave	[Signature]
14 Samuel H. Parker	2919 Music Ave	[Signature]
15 Justin Earl	102 Bonnie Vista Apt. B	[Signature]
16 Ryan Earl	102 Bonnie Vista Apt. B	[Signature]
17 Debra Ladicher	674 78 Rd GT 10 81506	[Signature]
18 [Signature]	636 Holman Dr # 903 81506	[Signature]
19 Patricia Guerrero	1541 Pinon Ave. 81501	[Signature]
20 [Signature]	35 [Signature]	[Signature]
21 [Signature]	2691 Mayflower Dr G-1 81506	[Signature]
22 Kathleen Welton	2520 Wintergreen Dr 81506	[Signature]
23 Tabasa L. Porter	2632 Patterson Rd GT 81506	[Signature]
24 Robert Sandness	2861 1/2 B 1/2 Rd G-5 81503	[Signature]
25 Glenn Shepherd	325 N. 10th Grand Junction CO 81501	[Signature]
26 Jerry Smith	2024 Buckliff Ave GT 81501	[Signature]
27 [Signature]	2929 Brookliff 81501	[Signature]
28 Nancy Wronschka	447 Crest - Deane	[Signature]
29 [Signature]		[Signature]
30 Sheryl Couch	6091 Oklawie Rd Grand Junction CO 81504	[Signature]

#6

11-1-06

To: Grand Junction City Council  
From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
THERE BE NO CHANGES IN THE GROWTH PLAN  
CONCERNING THE PROPERTIES ON WELLINGTON &  
12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1 Ralph O'Brien	1441 Patterson Rd #201 Grand Junction CO 81506	Ralph O'Brien
2 Jeanne G. Smith	"	Jeanne G. Smith
3 Kristen Pat Lember	2518 Canyon GJS CO 81506	Kristen Pat Lember
4 Anne W. Brand	2171 E. Ra	Anne W. Brand
5 Colleen PAHL	549 VERANO ST Clifton CO 81520	Colleen PAHL
6 Janette Benson	2663 Paradise Dr. G5 81506	Janette Benson
7 Virginia GARDNER	636 HORIZON DR #303 81506	Virginia Gardner
8 Sue James	2875 1/2 NAVAJOLEY	Sue James
9 Sandy Lipson	296 W. Morrison Ct	Sandy Lipson
10 Dean Scott	551 GARFIELD DR. G.J. CO. 81504	Dean Scott
11 Sara Davidson	1415 Hollow	Sara Davidson
12 Liz Clark	1050 Hill Ave	Liz Clark
13 Tom Howard	1140 Walnut Ave	Tom Howard
14 DENNIS DENNIS	559 CASTLE ROCK ST. G.J. CO. 81506	Dennis Dennis
15 Roberto Wilson	415 CHISWICK WAY G.J. CO. 81504	Roberto Wilson
16 W. Renee	1305 WOLLIGN	W. Renee
17 Betty Jean	"	Betty Jean
18 Dennis Kendall	618 32 RD Clifton. Co. 81520	Dennis Kendall
19 Yvonne Thompson	289 E Parkside Dr. 81503	Yvonne Thompson
20 Mary Cummings	463 31 1/2 Red Grand Junction 81504	Mary Cummings
21 Debbie Kays	317 S Redlands GJ CO 81503	Debbie Kays
22 Stephanie Taylor	251 Ashua Ct	Stephanie Taylor
23 Sandra Miller	1238 WHITE AVE. GJ 81501	Sandra Miller
24 Michelle Heiser	3815 Beechwood GJ 81506	Michelle Heiser
25 Karen Hart	1253 Colorado Ave GJ 81501	Karen Hart
26 Mary Jo Dummer	2806 1/2 Village Park Dr. 81506	Mary Jo Dummer
27 Harriet Z. Clouthier	#801, 1441 Patterson Rd	Harriet Z. Clouthier
28 RICHARD G. CHOTIER	#801, 1441 Patterson Rd	Richard G. Chotier
29 Burden Wright	1741 Aurora Ave	Burden Wright
30 Margaret Pearson	630 Broken Spire Rd 81504	Margaret Pearson

#7  
11-2-06



To: Grand Junction City Council  
From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
THERE BE NO CHANGES IN THE GROWTH PLAN  
CONCERNING THE PROPERTIES ON WELLINGTON &  
12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1 Cheryl Hollins	585 25 1/2 Rd	Cheryl Hollins
2 Virginia deCroot	2832 Hawthorne Cir Virginia deCroot	Virginia deCroot
3 Patricia Foster	2236 N 17th #12	Patricia Foster
4 Charlotte Cadez		Charlotte Cadez
5 Julie Jussel	3837 N Ridge	Julie Jussel
6 Cheryl Pugh	2810 Sutas Ave	Cheryl Pugh
7 Robert Wenge	1132 Campbell Ave	Robert Wenge
8 Robert Hattis	1435 Clinton Ave	Robert Hattis
9 Robert Ross	2700 G Rd #126	Robert Ross
10 Robert Ross	2700 G Rd #126	Robert Ross
11 Emilie of Ross	2700 G Rd #126	Emilie of Ross
12 Lon Tooms	1552 Pinyon Ave	Lon Tooms
13 Gladys Bantow	Beckwith Ave	Gladys Bantow
14 <del>Judi Hark</del>	<del>2001 P. Hill</del>	<del>Judi Hark</del>
15 Green Harvey	2210 N. 17th Circle GJ, CO 81501	Green Harvey
16 Valerie Worthington	2835 B Menard L St J 81503	Valerie Worthington
17 Paul Kostang	662 28 Road GJ 81506	Paul Kostang
18 E.C. Kostang	662 28 Road GJ 81506	E.C. Kostang
19 Nancy Erntaler	519 Eastwood St 81504	Nancy Erntaler
20 Linda Powley	1325 mesa Ave 81501	Linda Powley
21 Lauren Powley	1325 mesa Ave 81501	Lauren Powley
22 Alex Buncarnes	992 25 Rd GJ 81505	Alex Buncarnes
23 <del>the clays</del>	<del>3031 Sausal way</del>	<del>the clays</del>
24 Jasmine Stannard	2150 college Pl #11	Jasmine Stannard
25 Kate Ellis	273 Village Lane 81503	Kate Ellis
26 Terry Jones	612 Hamlet St The Junction CO 81506	Terry Jones
27 Cathy Cotary	840 23rd Rd GJ 81505	Cathy Cotary
28 Judith Auerhellen	1305 Wellington #105, GJ	Judith Auerhellen
29 <del>Cliffon</del>	<del>500 Walnut Ave</del>	<del>Cliffon</del>
30 Amy Savel	484 Gonyea Winds Court	Amy Savel

#8

To: Grand Junction City Council  
From: Grand Junction Citizens

9

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
THERE BE NO CHANGES IN THE GROWTH PLAN  
CONCERNING THE PROPERTIES ON WELLINGTON &  
12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1 William Dorson	2673 Amber Spc Wy	<i>William Dorson</i>
2 Ashley Cholas	1018 Belford Ave	<i>Ashley Cholas</i>
3 Rachel Cox	277 1/2 BW Parkview Dr	<i>Rachel Cox</i>
4 Anita Hagman	483 Royal Ann Way S Unit 8	<i>Anita Hagman</i>
5 Melissa McKay	2650 B 1/2 Rd H&D 8150	<i>Melissa McKay</i>
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#9  
9-5-07

To: Grand Junction City Council  
From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
THERE BE NO CHANGES IN THE GROWTH PLAN  
CONCERNING THE PROPERTIES ON WELLINGTON &  
12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1 <i>John Flamp</i>	<i>436 Menominee Dr</i>	<i>John Flamp</i>
2 <i>Loretta Cullen</i>	<i>658 Country Ct</i>	<i>Loretta Cullen</i>
3 <i>Bill Cullen</i>	<i>658 Country Ct</i>	<i>Bill Cullen</i>
4 <i>Marilyn Mark</i>	<i>2201 Idecia Ct</i>	<i>Marilyn Mark</i>
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H 10  
9-5-07



To: Grand Junction City Council  
From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
THERE BE NO CHANGES IN THE GROWTH PLAN  
CONCERNING THE PROPERTIES ON WELLINGTON &  
12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1 <del>John Orr</del>	2122 N. 20th	<del>John B. Orr</del>
2 <del>Leeda Kati</del>	2991 Kia Dr	<del>Leeda Kati</del>
3 <del>Melby Ortega</del>	859 Beating	<del>Melby Ortega</del>
4 <del>Anne Kelley</del>	1400 W. 16th St	<del>Anne Kelley</del>
5 <del>Jackie Gardner</del>	1854 Benito Ave	<del>Jackie Gardner</del>
6 <del>Alex Treto</del>	1288 Sagittarius	<del>Alex Treto</del>
7 <del>M. K. Perkins</del>	536 N 24th St	<del>M. K. Perkins</del>
8 <del>Jamie Mares</del>	"	<del>Jamie Mares</del>
9 <del>Nuane Dickey</del>	435 Rurit + 6J	<del>Nuane Dickey</del>
10 <del>Pat Booth</del>	3295 Lombardy Ln	<del>Pat Booth</del>
11 <del>Mickie Harshman</del>	1112 Ouray Ave	<del>Mickie Harshman</del>
12 <del>Barbara Freeman</del>	2114 Sequoia Rd	<del>Barbara Freeman</del>
13 <del>U. L. Freeman</del>	2114 Sequoia Rd	<del>U. L. Freeman</del>
14 <del>Bill Wilhoff</del>	1281 Hermosa Ave	<del>Bill Wilhoff</del>
15 <del>Jamie Bitter</del>	3308 Lantana	<del>Jamie Bitter</del>
16 <del>Ann Whitman</del>	1549 Wychemwood	<del>Ann Whitman</del>
17 <del>Sandra L. Hockett</del>	2810 Cottage Lane	<del>Sandra L. Hockett</del>
18 <del>Jeanne Lelonek</del>	1850 N 18th St. GJ 10 81501	<del>Jeanne Lelonek</del>
19 <del>Rae Riecken</del>	216 Willowbrook Road	<del>Rae Riecken</del>
20 <del>Pam Johnson</del>	3237 E Road	<del>Pam Johnson</del>
21 <del>Rita Bevan</del>	Box 83, 10217-4842 Rd	<del>Rita Bevan</del>
22 <del>Quinn White</del>	1113 N. 16	<del>Quinn White</del>
23 <del>Sharon Poling</del>	535 Pinyon Ave. GJ. CO	<del>Sharon Poling</del>
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# 11  
9-5-07

To: Grand Junction City Council  
From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
THERE BE NO CHANGES IN THE GROWTH PLAN  
CONCERNING THE PROPERTIES ON WELLINGTON &  
12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1 James L Brown	2623 Del Mar Dr	James L Brown
2 David D. Madison	2050 N. 15th St	David D. Madison
3 UMA ALBERTSON	Del Mar Dr	Uma Albertson
4 Laurie Young	2139 N 24th St	Laurie Young
5 Carl Young	2139 N 24th St	Carl Young
6 Vickie Thompson	436 Morning Dove	Vickie Thompson
7 Diana Miller	2040 ORCHARD AVE	Diana Miller
8 Betty G. Hill	574-28th Rd	Betty G. Hill
9 FARRY GOLF	2501 P...	Farry Golf
10 David D. Mason	1133 N 15th St	David D. Mason
11 Donna Wilson	905 NE	Donna Wilson
12 Paul Koshbaugh	602 28th Rd	Paul Koshbaugh
13 Theresa D. Miller	285 E Parkview Dr	Theresa D. Miller
14 ANTHONY P. BOWDEN	251 W. DANBURY CT	Anthony P. Bowden
15 Valva Aquino	1164 Lowell St	Valva Aquino
16 Marcia Lopez	1110 - Lowell St	Marcia Lopez
17 Sharyl Ketchum	1112/06 585 25th Rd	Sharyl Ketchum
18 Kathleen Collins	1655 E 17th Ave	Kathleen Collins
19 Carla Gulbet	614 Starlight Way	Carla Gulbet
20 Kathy Seary	3370 1/2 E Rd	Kathy Seary
21 <del>Steve Stone</del>	1226 Rood Ave	<del>Steve Stone</del>
22 Kerry Benlich	1226 Rood Ave	Kerry Benlich
23 Julie Cuss	2874 Grizzly Ct	Julie Cuss
24 Elina Wells	598 Redwing	Elina Wells
25 Bruce Ward	636 Horizon Dr	Bruce Ward
26 Rebecca Williams	2472 Wellington Court	Rebecca Williams
27		
28		
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# 12  
9-5-07



To: Grand Junction City Council  
From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
THERE BE NO CHANGES IN THE GROWTH PLAN  
CONCERNING THE PROPERTIES ON WELLINGTON &  
12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1 Jackie Nishiyama	344 33 Rd Palisade	Jackie Nishiyama
2 Krista Ross	2783 Uranium Dr. GJ CO 81503	
3 Alyson Ramonah	1811 N 4 <sup>th</sup> St. Gr Jctm CO 81501	Alyson Ramonah
4 Barbara Red	646 N 4 <sup>th</sup> St GJ 81505	Barbara Red
5 Mimi P. Adams	1111 Hornum Dr. GJ	
6 Nancy Loten	2259 Fernwood Ct. 81506	Nancy Loten
7 Marjorie Gibson	2900 Pleasant Run Cir Co 81504	Marjorie Gibson
8 Garrett Gregory	1225 Mesa Ave. GJ CO	Garrett Gregory
9 Dick Diegel	216 Willowbrook Rd. Co 81501	Dick Diegel
10 Mary Chesslet	3233 LaRosa Rd #304 GJ	Mary Chesslet
11 Tom Hanks	636 Hudson St #913 GJ 81500	Tom Hanks
12 Kenneth Malage	1411 Perodone - GJ 81501	Kenneth Malage
13 James G. ...	140 ... GJ 81506	
14 Ray Mc ...	117 N. Nancy Heights GJ 81503	
15 Marjorie ...	111 Pioneer Rd GJ 81504	
16 Janice ...	825 Bunting Avenue Grand Jct Co	Janice ...
17 Patricia Guerrero	1541 Pinyon Ave. GJ 81501	Patricia Guerrero
18 Thomas E Lewis, Jr	2034 N. Ave. GJ 81501-6704	Thomas E. Lewis
19 Jennifer ...	P.O. Box 3903 GJ, CO 81502	Jennifer ...
20 David ...	103 ... Cir. GJ	David ...
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H 13  
9.5-07



To: Grand Junction City Council  
From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
THERE BE NO CHANGES IN THE GROWTH PLAN  
CONCERNING THE PROPERTIES ON WELLINGTON &  
12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1 Marsha Miller	1848 N 12 <sup>th</sup> St.	Marsha Miller
2	2150 Colli Egge	
3 Dow Hammond	809 SAMOAN DR	Dow Hammond
4 Pam Black	1603 Elm Ave	Pam Black
5 Phil Davis	1340 Summit	Phil Davis
6 Phil Davis		
7 Robert		Robert
8 Kristina Beam	5934 Orchard	Kristina Beam
9 Allen Russell	1310 Texas	Allen Russell
10 Jeannette Smith	2501 S. Corral Dr	Jeannette Smith
11 Angie Bertram	274 1/2 E. Lynwood, G.S. 81503	Angie Bertram
12	1441 Patterson #1203	Blaine Boyer
13 Christopher Patello	ESUITA CO	Christopher Patello
14 Geraldine Watkins	G.J. CO	Geraldine Watkins
15 DJ Lydell	3185 D 1/2 rd G.J. CO 81504	DJ Lydell
16	1588 Brookview GYO 81501	Jeanne Pustanin
17	2754 Compressh	
18 Rochelle Larson	2919 B 1/2 Rd	Rochelle Larson
19 Lani Palato	455 Phyllis Dr	Lani Palato
20 Nancy Barnes	514-A April Ln 81504	Nancy Barnes
21 Denise Smith	3283 Lombardy 81520	Denise Smith
22 Fern Klement	2204 W 1st 81501	Fern Klement
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To: Grand Junction City Council  
From: Grand Junction Citizens

**THE UNDERSIGNED RESPECTFULLY REQUEST THAT  
THERE BE NO CHANGES IN THE GROWTH PLAN  
CONCERNING THE PROPERTIES ON WELLINGTON &  
12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1	Jeannette Rees 579 Fairfield	Jeannette Rees
2	High Park 3048 Cherry Wood	High Park
3		
4	Alvin Laver 1251 Brookcliff	Alvin Laver
5	Chadwick Laver 558 Grandville Dr Grand Junction Co - to Kaden Laver	Chadwick Laver
6	J. Dora Schland 1678 18 Rd Fruit Co	J. Dora Schland
7	Whitney Gilbert 1236 Blunting Ave #2 GJ Co 81501	Whitney Gilbert
8	Amanda Wilkins 439 Shady Ln GJ Co 81503	Amanda Wilkins
9	Cody Roost 658 Stepher court	Cody Roost
10	NATE VAGEL 1435 PINEVALE AVE	NATE VAGEL
11	Kyle Johnson	Kyle Johnson
12	Kate Lloyd 6450 Jonathan Court	Kate Lloyd
13	LINDA BERKEY 1705 PEARMIGAN RIDGE Cir ; GJ	Linda Berkey
14	Valerie Casper 1928 Grand Ave GJ Co 81501	Valerie Casper
15	Michelle Patrice 1928 Grand Ave #13 GJ Co 81501	Michelle Patrice
16	Sandra Alley 533 E. Valley Dr. Gnt. Co 81504	Sandra Alley
17	Paul & Beverly 2855 Applewood St. Grand Junction CO 81506	Paul & Beverly
18	Evanna Kraft 1920 N. 8th GJ Co 81501	Evanna Kraft
19	Daniel Smith 1320 Hermosa Ave. GJ Co 81506	Daniel Smith
20	Darlene Smith 1320 Hermosa Ave. G.J. Co. 81506	Darlene Smith
21	Marble Dubois 2990+ Red Dr Grand Junction Co 81504	Marble Dubois
22	Jana Simpson 409 W. Kennedy #1 GJ Co 81505	Jana Simpson
23	Gary Di Paolo 410 Hall Ave Grand Junction CO 81503	Gary Di Paolo
24	Kennie Ruth Kump 1910 Monument Co GJ Co 81503	Kennie Ruth Kump
25	Bobbie Kline 4480 Blue Sage Dr Whitecote, CO P. 1527	Bobbie Kline
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on City Council  
ion Citizens

**UNDERSIGNED RESPECTFULLY REQUEST THAT  
THERE BE NO CHANGES IN THE GROWTH PLAN  
CONCERNING THE PROPERTIES ON WELLINGTON &  
12<sup>TH</sup> AND 12<sup>TH</sup> & PATTERSON.**

NAME	ADDRESS	SIGNATURE
1. Debra Marion	2476 Wellington	Debra Marion
2. [unclear]	3032 N. 15th	Steve [unclear]
3. Bob [unclear]	268 1/2 28 1/2 Rd	[unclear]
4. Billy Bristol	2236 417	[unclear]
5. Marjorie Farrell	1905 Linda Lane	Marjorie Farrell
6. Mike Hershman	1725 Grand ave	Mike Hershman
7. Bill Richardson	2312 C3/422 Ct	[unclear]
8. [unclear]	2362 Bookkeeper #5	[unclear]
9. Tom Matthews	2112 Cepha Ave	Tom Matthews
10. Sue With	1160 White Ave.	[unclear]
11. Louise Buhle	3100 [unclear] St. P. O. 81504	[unclear]
12. Mary Munro	617 Newport Dr. P. O. 81506	[unclear]
13. [unclear]	467 Sealed St	[unclear]
14. [unclear]	2225 Hall Ave 654501	[unclear]
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**LETTERS OF SUPPORT**



**PATTERSON  
GARDENS  
HOMEOWNER'S  
ASSOCIATION**

# Memo

**To:** City of Grand Junction – Planning Department  
**From:** Patterson Gardens HOA – Board of Directors  
**CC:** Grand Junction City Council  
Goldberg Properties – Mark Goldberg  
City Market – Tom Bell  
**Date:** 9/10/2007  
**Re:** Change of Zoning – 12<sup>th</sup> and Patterson

---

This memo is regarding the request to change zoning on the property owned by City Market at the 12<sup>th</sup> Street and Patterson Road location. Patterson Gardens is a 40-unit condominium complex located at 1441 Patterson Road, directly east of the property under consideration for a zoning change.

After discussions with the residents and homeowners of Patterson Gardens and with both Goldberg Properties and City Market, the Board of Directors at Patterson Gardens endorses the zoning request and ultimate building of a City Market store and other retail establishments on the corner of 12<sup>th</sup> Street and Patterson Road. We look forward to that property being developed in a positive and professional manner that will benefit all the residents of our city.

Patterson Gardens HOA has found through our discussion with both City Market and Goldberg Properties that these two entities want to be good neighbors. They have been diligent in working in conjunction with our HOA, answering questions and actively participating in meetings with our residents to ensure that our concerns are addressed in a manner that meets our needs. They appear to have our best interests at heart.

Members of the Patterson Gardens Board of Directors will be present at the Planning Department meeting scheduled for Tuesday September 11, 2007, if you have any questions for us.



9/24/07

Planning Commission  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

To whom it may concern,

Hilltop Community Resources supports the construction of a City Market store at the corner of 12<sup>th</sup> and Patterson. Hilltop has numerous programs and properties within a mile of the projected location of the City Market store and our clients, residents, and staff would benefit from the new store. The programs serve head-injured adults, assisted living and retirement residents, and over 300 staff members.

Hilltop's properties located near the proposed City Market store include:

- Bacon Residential Center - 1405 Wellington Avenue
- Transitional Home - 1350 Wellington Avenue
- The Commons - 625 27½ Road
- The Fountains - 3203 North 15<sup>th</sup> Street
- Corporate Offices - 1331 Hermosa Avenue

Hilltop recognizes the Growth Plan has rightfully identified the majority of this property as commercial and that it will be developed at some point in the future with commercial businesses. Hilltop could not choose a better community partner or good neighbor as City Market. Hilltop supports the projected City Market store which would provide a great amenity for the neighborhood. If you have any questions or would like additional information please contact me at 242-4400.

Sincerely,

J. Michael Stahl  
President  
Hilltop Community Resources



GJ Planning Commission

RE: City Market Project : 12<sup>th</sup> Street Patterson

To whom it may concern:

Hilltop owns multiple parcels of land within six blocks of this projects that house more than six-hundred senior and disabled clients. We would LOVE to see this project move forward.

For us it would provide shopping within walking distance of our clients, employees and residents, as well as, potential job opportunities. It is costly for us to have to transport our clients to shop.

Patterson and 12<sup>th</sup> is a busy intersection now. A new grocery store will add some load but it is our belief that the advantages far outweigh the disadvantages.

Thanks for your consideration

Sally Schaefer

C.E.O.



# Meadow Gold Dairies



563 Sandhill Lane  
Grand Junction, CO 81505

Telephone 970-243-0643  
Fax 970-243-7721

September 24, 2007

Grand Junction Planning Commission  
City of Grand Junction

RE: 12<sup>th</sup> and Patterson development

Dear Sirs:

I am writing to you in support of the City Market request for zoning change for the 12<sup>th</sup> and Patterson development.

I am in favor of having a grocery store built on the corner of 12<sup>th</sup> and Patterson. I believe that this is the perfect location for a store and an ideal addition to the Community. Because of the long standing record of maintenance and upkeep of their properties, the aesthetic value of a new City Market store would be an asset to the City of Grand Junction. If City Market does not build at this location; wouldn't any alternative at this property have a similar impact on traffic flow as the proposed City Market store?

I live within a mile of the proposed City Market store and it would be very convenient for me and my family to shop at this location.

I hope that the Planning Commission will look favorably on the proposed zoning change. City Market is a large employer of Grand Valley residents, and this store will provide additional employment opportunities for citizens in the Grand Valley. The City Market grocery chain is, and has always been, a good corporate citizen. They have consistently supported community events; and I suggest that this is a great time for the community to return their support by approving the 12<sup>th</sup> and Patterson zoning change.

Please vote in favor of the change in zoning for the 12<sup>th</sup> and Patterson development.

Thanks for your consideration.

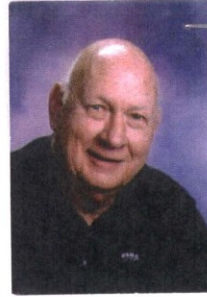
Sincerely,

Chuck Thompson  
General Manager



Sept. 25, 2007

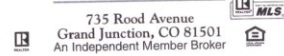
Bob Colony  
639 W. Pagosa Dr.  
Grand Junction, CO 81506  
(970) 243-1326



**BOB COLONY**  
BROKER-ASSOCIATE  
Office (970) 245-7777 Ext. 103  
Fax (970) 245-7790  
Cell (970) 250-0521  
Toll Free (866) 670-7653  
Residence (970) 243-1326  
E-mail bobc@heidenhomes.com  
Website www.heidenhomes.com

*Bob*  
**Heiden Homes Realty**  
& Associates

735 Rood Avenue  
Grand Junction, CO 81501  
An Independent Member Broker



To whom it may concern,

We are very much in support of a new City Market at 12<sup>th</sup> and Patterson. City Market - for over 50 years – has been very supportive of Grand Junction. Not only donating money but also food and time to various non-profit organizations. We think it is time that we support City Market in their quest for a new store. A new City Market at 12<sup>th</sup> and Patterson would be a great improvement for that corner and would not create that much more traffic than there already is. Grand Junction deserves a new store like the Montrose City Market. The City has allowed new SAFEWAY stores and a new Albertson's in the last few years why not City Market? During the bust in the 80's the City did not see City Market leave but SAFEWAY did. It is time we support City Market on their endeavor.

Bob & Terry Colony

Wade A. Haerle  
2059 Pannier Court  
Grand Junction, Colorado 81503

September 24<sup>th</sup>, 2007

Chairman Paul Dibble  
Grand Junction Planning Commission  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

RE: City Market Application for the corner of 12<sup>th</sup> and Patterson

Dear Chairman Dibble:

I would like to register my support for the new City Market at 12<sup>th</sup> and Patterson as long as the Planning Commission requires the following mitigations:

1. right hand turn lane on the North bound 12<sup>th</sup> Street
2. right turn only onto Patterson from the new City Market

The proposed project, with the above mitigations, is an excellent example of urban infill and will provide needed competition in the grocery store business in the Patterson/ Horizon Drive/ 12<sup>th</sup> Street commercial district.

Thank you for considering my input into the much needed project.

Sincerely,



Wade A. Haerle

**Daina Woods**

---

**From:** MADSEN, KAREN [karen.madsen@agedwards.com]  
**Sent:** Saturday, September 22, 2007 3:06 PM  
**To:** Daina Woods  
**Subject:** RE:

Mark, got you vm Friday. I'm out of town till Tuesday. My cell is 970 250 3911 and it's best to call me on it before Tuesday. I very much support the growth plan but I cannot attend Tuesday night. I could in the future or write a letter of support for this meeting. Tell me what you want. Good to know you work with Jay Wilde. good guy...

Karen Madsen  
Vice President-Investments  
Trust Specialist  
A. G. Edwards and Sons  
501 Main Street  
Grand Junction, CO 81501  
970 241 0600 / 800 934 0601  
fax: 970-241- 9354  
Karen.madsen@agedwards.com

---

**From:** Daina Woods [mailto:dwoods@goldbergprop.com]  
**Sent:** Friday, September 21, 2007 4:26 PM  
**To:** undisclosed-recipients  
**Subject:**

Please allow me introduce myself. My name is Mark Goldberg of Goldberg Properties. We are retail real estate developers from Denver. Currently we are working in conjunction with City Market to develop a new shopping center at the southeast corner of 12<sup>th</sup> and Patterson in Grand Junction. Many of you may know the history of this project. We have been working with the City of Grand Junction for several months now and have reached a point that we are moving forward with the planning and zoning process.

We are scheduled for our first, in a series of hearings, next Tuesday, September 25 at 7:00 PM before the Planning Commission. The purpose of this hearing is to amend the Growth Plan Map.

We do need some help in terms of supporting our project. On the behalf of City Market and myself we would very much appreciated your attendance and voice support at the hearing. I will be contacting you Monday by phone to once again ask for your support and to answer any questions that you may have.

Sincerely,

Mark Goldberg  
President Goldberg Properties.  
195 W. 12<sup>th</sup> Ave.  
Denver, CO 80204  
Phone: 303-759-8000  
Fax: 303-863-0275

9/24/2007

**Daina Woods**

---

**From:** Scott Sullivan [ssullivan@zancanelli.com]  
**Sent:** Saturday, September 22, 2007 9:56 AM  
**To:** Daina Woods  
**Subject:** RE:

For Mark Goldberg:

Hello Mark:

I support your project and personally believe that is a good use of that corner property. Unfortunately I will be out of town on Tuesday, but please feel free to contact me for future reference.

Regards,

**T. Scott Sullivan, CPA**  
Chief Financial Officer  
Zancanelli Management Corporation  
O: (970) 244-8314 x11  
F: (970) 244-8315  
C: (970) 270-0806

---

**From:** Daina Woods [mailto:dwoods@goldbergprop.com]  
**Sent:** Friday, September 21, 2007 4:26 PM  
**Subject:**

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We do need some help in terms of supporting our project. On the behalf of City Market and myself we would very much appreciated your attendance and voice support at the hearing. I will be contacting you Monday by phone to once again ask for your support and to answer any questions that you may have.

Sincerely,

Mark Goldberg  
President Goldberg Properties.  
195 W. 12<sup>th</sup> Ave.  
Denver, CO 80204  
Phone: 303-759-8000  
Fax: 303-863-0275

9/24/2007



2399 River Road  
P.O. Box 4150  
Grand Junction, Colorado 81502-4150  
(970) 243-5669 • Fax (970) 245-2661  
Toll Free (888) 724-0692  
Email: [mci@maysconcrete.com](mailto:mci@maysconcrete.com)  
Website: [www.maysconcrete.com](http://www.maysconcrete.com)

October 4, 2007

Daina Woods  
Goldberg Properties  
195 West 12<sup>th</sup> Ave.  
Denver, CO 80204

Re: City Market

I am writing on behalf of Mays Concrete, Inc. in support of the proposed City Market development in Grand Junction Colorado at the corner of 12<sup>th</sup> Street and Patterson Road.

We hope to see this development move forward per the plans submitted by Goldberg Properties.

Sincerely,

Mays Concrete, Inc.

A handwritten signature in cursive script that reads "Dan Roberts". The signature is written in black ink and includes a stylized flourish at the end.

Daniel M. Roberts, Vice President  
Finance & Administration

DMR/jas

**Stephanie Tuin - Fwd: FW: 12th and Patterson**

---

**From:** Scott Peterson  
**To:** Stephanie Tuin  
**Date:** 11/6/07 10:47 AM  
**Subject:** Fwd: FW: 12th and Patterson

---

Stephanie,

See attached. FYI.

Scott

>>> "Daina Woods" <dwoods@goldbergprop.com> 11/6/2007 10:42 AM >>>

FYI

Daina Woods-Office Manager

Goldberg Properties

195 W 12th Ave

Denver, CO 80204

Phone: 303-759-8000

Fax: 303-863-0275

---

**From:** Lisa Mullen [mailto:purpletrucks@msn.com]  
**Sent:** Tuesday, November 06, 2007 9:54 AM  
**To:** belindaw@gjcity.org  
**Cc:** Daina Woods; tom.bell@citymarket.com  
**Subject:** 12th and Patterson

This e-mail is sent in support of the proposed construction and development at 12<sup>th</sup> and Patterson. I strongly believe that this proposed development would enhance the Grand Junction area by cleaning up the corner and providing infill development that the City of Grand Junction has been trying to

encourage.

If you have any questions regarding my stance on this issue please feel free to contact me at 970-243-9812.

Warm regards,

*Lisa B Mullen*

*Rocky Mountain Sanitation  
PO Box 4349  
Grand Junction, CO 81502  
970-243-9812 ext 10*



RECEIVED

NOV 06 2007

COMMUNITY DEVELOPMENT  
DEPT

Honorable members of the City Council: In regards to the proposal of City market to put a store, station and 2 retail stores on the corner of 12th and Patterson.

There has been very careful planning and consideration put into this project and much time and study on both sides. The truth is: Kroger is a very old and reputable Co. We are an elderly couple and our parents shopped Kroger.

Sooner or later some developer will come to that corner. Do we not want it to be a firm with an honest reputation?

It is a fact there are many older couples in this neighborhood. When we can no longer drive we could walk for our groceries and pharmacies.

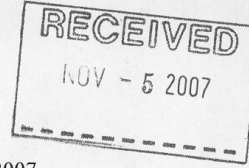
It is unrealistic to call this a quiet neighborhood. There is no need to name for anyone the activity that goes on in and around 12th and Patterson.

Whatever City market would add to the property in question would be done with respect for everyone concerned of that we are sure. They have been serving families for many years.

We know that you will weigh your decision fairly

Respectfully  
Wm. Corbin and Mrs. Wm. Corbin





November 5, 2007

Grand Junction City Council  
250 North 5<sup>th</sup> Street  
Grand Junction CO 81502

RE: Growth Plan Amendment

Dear Esteemed Council Members,

Thank you for the opportunity to voice my opinions regarding the Growth Plan Amendment slated for discussion Nov. 6, 2007. I am firmly opposed to amending the current growth plan because Kroger's request to change the growth plan in an effort to build the property on 12<sup>th</sup> and Patterson is not consistent with the vision of the growth plan document and would be detrimental to the Wellington properties.

**Kroger's proposed amendment does not ensure land use compatibility of Wellington Ave.:**

In the Grand Junction Growth Plan, one of the overriding goals and visions for the document is to ensure land use compatibility. Kroger has eroded the residential buffer on Wellington Avenue leading to commercial encroachment in the otherwise stable Wellington neighborhood. The reduction of the commercial buffer has further lead to a decrease in quality of life for the residents and homeowners of Wellington Avenue. Kroger's proposed project erodes property values and creates excessive traffic on Wellington Avenue. Kroger's proposal does not lead to an appropriate mix of land use and does not establish standards to for neighborhood compatibility.

**Kroger's proposal does not achieve an appropriate balance of land use opportunities:**

Kroger's proposal does not reflects the Wellington residents' respect of the integrity of the Wellington neighborhood and the rights of the Wellington private property owners.

**Kroger's proposal does not have a stable residential buffer for Wellington properties:**

While this Goal specifically references buffers between larger communities, the smaller residential communities should also be consistent with larger goals. The Kroger project destroys the residential buffer of the Wellington community.

**Kroger's proposal does not ensure efficient use of streets for Wellington adjacent streets:**

Wellington Avenue and Wellington-adjacent streets cannot handle the influx of traffic and capital improvements to the streets would not be appropriate use of public monies. The development is also separate from existing urban services. The only neighboring commercial development is the small shopping center with Ale House and Blockbuster. Kroger's project is

much large in scope and is not consistent with current development in the Wellington area. This leap-frog development should be discouraged.

**Kroger's proposal does not fall within existing high-traffic commercial centers:**

The City is currently encouraging integrated commercial development along 24 Road, Patterson Road and Highway 6/50, the intent of which is to minimize the number of driveways, encourage coordinated signage, promote shared parking and consistent, high-quality landscaping. Kroger's proposal does not fall within these areas nor will it minimize the number of driveways on Wellington, promote shared parking and create high quality.

**Kroger's proposal does not recognize and preserve valued distinctions of Wellington:**

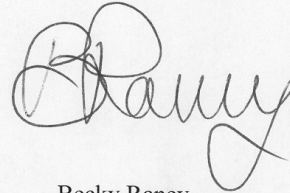
Kroger's proposal will decrease the Wellington design and has already and will continue to erode neighborhood stability and security. And will erode the Wellington sense of neighborhood.

**Kroger's proposal does not promote land use compatibility on Wellington Avenue:**

Kroger's proposal creates incompatibility between the Wellington properties and the proposed project by increasing traffic, noise, lighting, among other sources of incompatibility because of the removal of the community buffer. The proposed project increases commercial encroachment into Wellington's stable residential neighborhood. The proposal will cause extreme traffic block on Wellington and Wellington-adjacent streets, which will increase safety-related concerns.

The Kroger proposal is not consistent with the goals and policy of the Urban Area Plan. While it is understood that the Urban Area Plan is intended to be a dynamic document, each proposed amendment should be considered carefully to determine whether or not it is consistent with the plan's goals and policies, which as seen above, the Kroger plan is not consistent with the plan.

Thank you,

A handwritten signature in cursive script, appearing to read "Becky Raney".

Becky Raney  
589 Belhaven Way  
Grand Junction CO 81501

**From:** judybob <hhwvector@earthlink.net>  
**To:** <stetht@gjcity.org>  
**Date:** 11/7/2007 12:02 PM  
**Subject:** City Market proposal

**CC:** <debrak@gjcity.org>  
Grand Junction City Council:

I am a long-time resident of Lakeside and am deeply concerned with the proposed development of the southeast corner of 12th and Patterson.

The area surrounding this corner is an established and unique neighborhood, unlike those surrounding the other grocery stores in the valley. It is near the center of the medical community and providers of many support services, as well as assisted living and hospice. There are a number of diverse churches nearby and two established groceries within a six-block radius.

The idea of rezoning for another supermarket, with a gas station and restaurant within our community, has been voted on and rejected several times. The owners of City Market have attempted to gain support for the project by claiming to be a hometown business when, in fact, they are owned by Kroger, a LakeStates group. The Prinsters sold out many years ago. Kroger already owns eight City Market stores in the valley as opposed to two Albertsons and three Safeways, they are close to becoming a monopoly. The developer who is hoping to build this complex is Denver based and has no apparent regard for the integrity of this neighborhood.

Further, the traffic congestion at this intersection is already a safety concern for those pedestrians and bicyclists attempting to negotiate crossings. It is a common sight for me to see elderly and handicapped individuals at and around 12th and Patterson; there have been many accidents and at least one fatality.

I feel that it is important for the Council to adhere to current growth plans and zoning regulations. The issues and concerns surrounding this corner have not changed since the previous proposals were rejected and, if anything, the latest plan would result in a greater adverse impact to the neighborhood.

Grand Junction is still a wonderful small city and should remain being controlled by its citizenry rather than by an Ohio corporation and a Denver developer.

Sincerely,

Judith DenBleyker

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AMENDING THE GROWTH PLAN OF THE CITY OF GRAND  
JUNCTION TO DESIGNATE APPROXIMATELY 2.97 +/- ACRES LOCATED AT 2510  
N. 12<sup>TH</sup> STREET, 1212, 1228, 1238, 1308, 1310, 1314 AND  
1324 WELLINGTON AVENUE  
FROM RESIDENTIAL MEDIUM (4 – 8 DU/Acre) TO COMMERCIAL**

**Recitals:**

A request for a Growth Plan Amendment has been submitted in accordance with the Zoning and Development Code. The applicant has requested that approximately 2.97 +/- acres, located at 2510 N. 12<sup>th</sup> Street, 1212, 1228, 1238, 1308, 1310, 1314 and 1324 Wellington Avenue be redesignated from Residential Medium (4 – 8 DU/Acre) to Commercial on the Future Land Use Map.

In a Public Hearing, the City Council reviewed the request for the proposed Growth Plan Amendment and determined that it satisfied the criteria as set forth and established in Section 2.5 C. of the Zoning and Development Code and the proposed amendment is consistent with the purpose and intent of the Growth Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS REDESIGNATED FROM RESIDENTIAL MEDIUM (4 – 8 DU/ACRE) TO COMMERCIAL ON THE FUTURE LAND USE MAP.

The following land in the City of Grand Junction, County of Mesa, State of Colorado, more particularly described as follows:

**Parcel Number: 2945-122-00-034  
Located at 2510 N. 12<sup>th</sup> Street**

Beginning 5ft West of SW corner of Lot 37, Block 11, Fairmount Subdivision, Section 12, Township 1 South, Range 1 West, North 90ft, East 95ft, South 90ft, West to the Point of Beginning.

**Parcel Number: 2945-122-00-033  
Located at 1212 Wellington Avenue**

Beginning 165ft East of SW corner of Block 11, Fairmount Subdivision, Section 12, Township 1 South, Range 1 West, North 150ft, West 75ft, South 150ft, East to Point of Beginning.

**Parcel Number: 2945-122-00-021**  
**Located at 1228 Wellington Avenue**

Beginning 150ft North of SE corner of Lot 37, Block 11, Fairmount Subdivision, Section 12, Township 1 South, Range 1 West, North 254ft, West 125ft, South 404ft, East 45ft, North 150ft, East 80ft to Point of Beginning.

**Parcel Number: 2945-122-00-032**  
**Located at 1238 Wellington Avenue**

Beginning SE corner Lot 37, Block 11, Fairmount Subdivision, Section 12, Township 1 South, Range 1 West, West 75ft, North 150ft, East 75ft, South 150ft, to Point of Beginning and also beginning West 75ft from SE corner Lot 37, West 5ft, North 150ft, East 5ft, South 150ft to Point of Beginning.

**Parcel Number: 2945-122-22-001**  
**Located at 1308 Wellington Avenue**

Lot 1, Yo Minor Subdivision

**Parcel Number: 2945-122-22-002**  
**Located at 1310 Wellington Avenue**

Lot 2, Yo Minor Subdivision

**Parcel Number: 2945-122-00-025**  
**Located at 1314 Wellington Avenue**

Beginning at a point 100ft East of SW corner of Lot 40, Block 11, Fairmount Subdivision, Section 12, Township 1 South, Range 1 West, North 217.8ft, East 100ft, South 217.8ft, West to Point of Beginning.

**Parcel Number: 2945-122-00-133**  
**Located at 1324 Wellington Avenue**

Beginning SE corner of Lot 40, Block 11, Fairmount Subdivision, N89°50'W48.25ft, North 223ft, S89°50'E78.25ft, South 223ft, N89°50'W30ft to Point of Beginning, Section 12, Township 1 South, Range 1 West.

Said parcels contain 2.97 +/- acres (129,374 +/- square feet), more or less, as described.

PASSED on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of Council

**Attach 10**  
**DGJBID Operating Plan and Budget**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Downtown Grand Junction Business Improvement District Operating Plan and Budget		
<b>File #</b>			
<b>Meeting Day, Date</b>	Monday, November 5, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	October 25, 2007		
<b>Author Name &amp; Title</b>	Stephanie Tuin, City Clerk		
<b>Presenter Name &amp; Title</b>	Jodi Romero, Financial Operations Manager		

**Summary:** Every business improvement district is required to file an operating plan and budget with the City Clerk by September 30 each year. The City Council is then required to approve the plan and budget within thirty days and no later than December 5. Downtown Grand Junction Business Improvement District filed their 2008 Operating Plan and Budget. It has been reviewed by Staff and found to be reasonable.

**Budget: NA**

**Action Requested/Recommendation:** Approve Downtown Grand Junction Business Improvement District's 2008 Operating Plan and Budget

**Attachments:**

Proposed 2008 Operating Plan and Budget for the Downtown GJBID

**Background Information:**

In 2005, the City Council created the Downtown Grand Junction Business Improvement District, approved their 2006 Operating Plan and Budget, conducted a mail ballot election to create a Special Assessment, and then turned over the board to the DDA. The State Statutes (31-25-1212 C.R.S.) require business improvement districts to annually submit an operating plan and budget for the next fiscal year by September 30. The municipality shall approve or disapprove the operating plan and budget within thirty days of receipt but no later than December 5 so the BID can file their Special Assessment with the County Treasurer by December 10.



(REVISED)

## **Downtown Business Improvement District 2007 Annual Report and 2008 Proposed Budget**

With the successful passage of the Downtown Business Improvement District in November, 2005, downtown Grand Junction was able to embark on an expanded program of advertising and promotion to its larger base of supporters.

The BID covers an area of nearly 50 square blocks and has over 600 owners of property and businesses. This group represents a mix of retail, restaurants, professional services and commercial activities. The BID was formed after conducting a number of public forums and interviews with downtown business and property owners with the intention of performing the following functions:

### **Downtown Marketing and Promotions**

- Public relations to project a positive image
- Collaborative advertising
- Production and packaging of marketing materials including Downtown maps, directories and a web site
- Newsletter and other communications
- Market research and surveys

In 2007, the Bid has continued its expansive relationship with both the local media, as well as outlets throughout Western Colorado. Many thousands of column inches of coverage of downtown, its businesses and events have been received each year. The bulk of advertising is conducted in the fourth quarter of the year, and is now being designed. This effort emphasizes the holiday shopping season and will result in a total of over \$35,000 in paid advertising for the year.

The downtown web site, <http://downtowngj.org/> has been totally redesigned this year and has recently been released to the public. The BID utilized the efforts of several interns from Mesa State College to assist with gathering information on the hundreds of businesses that are not officially part of downtown. They are conveniently listed on the web site under categories reflecting the downtown identity of "Shop, Eat, Play, Stay". Attractions such as Cinema at the Avalon, Art on the Corner, the Museum of Western Colorado the Grand Junction Symphony, Botanic Gardens and the Western Colorado Center for the Arts are also featured. Additionally, the Visitor and Convention Bureau, and Two River Convention Center are prominently featured, along with a calendar of events at these facilities to conveniently inform downtown visitors and merchants of upcoming events, conferences and conventions.

The web site also provides information on the history of downtown, construction projects such as the new parking garage and 7<sup>th</sup> St. redevelopment and others. An "E-version" of the newsletter is now available, and businesses or individuals can subscribe directly from the site itself.



A “blast” email system has also been developed to allow for quick and convenient communication with the membership. Last minute information as well as plans for upcoming groups visiting downtown is communicated through this method.

This summer, surveys have been conducted of vendors participating in the Art & Jazz Festival and the American National Bank Farmer’s Market Festival, with generally positive results. Also, a comprehensive survey of all downtown business and property owners (nearly 500 were distributed) resulted in over 100 responses on issues regarding special events throughout the year, their impact on retail, restaurants and other business including comments and suggestions on how to improve both the events and their impact on downtown businesses. A full report has been made to the Downtown Association Board of Directors and this information will prove to be useful as plans and budgets are adopted for the future.

## **Special Events**

- **Festivals and Street Fairs**

The Art & Jazz Festival was moved to early May this year to take advantage of cooler, more temperate weather. This resulted in a very successful event; however the change of date did create some confusion. It is expected that in future years the date of this event will become a fixture and the event will continue to grow into one of the premier events in the area. It currently is one of the classier events and for the first time attracted a significant amount of visitors from outside of the area. The quality of music and art has continues to improve and with the cooperation of the Convention and Visitors Bureau, the Art & Jazz Festival represents the very best downtown has to offer.

The American National Bank Farmer’s Market was a resounding success. It is estimated that well over 50,000 visitors attended the Market this summer over 17 weeks. The sponsorship by American National Bank and the support of the BID has allowed us to retain professional management for this event with Event Masters. The management of the event has greatly improved over previous years and has been noted by everyone involved.

Other events such as the Art Hop, Independence Day Parade, Car Show, Parade of Lights and other Holiday events have had mixed success. The Independence Day Parade is highly valued by the community, but not downtown businesses, as they are closed on the

Holiday. Additionally, the cost of this event was reduced this year and with the addition of a sponsor (COGA), the Parade actually broke even for the first time in many years. The Downtown Car Show was successful this year with a near record amount of participants and additional funding from Gateway Canyons. The event is very well received and is sound financially. Hospice provides significant volunteer support for the Car Show and a contribution is made to Hospice each year in appreciation. BID funding has allowed for enhancing the Holiday events. With the enthusiastic support of volunteers the Holiday events were able to show noticeable improvement during this important conclusion to the year.

## **Budget and Administration**

The 2006 (actual), 2007 (revised), and 2008 (proposed) budgets for the BID are attached in summary form. The 2007 budget included nearly \$130,000 in assessments that have been collected by the BID, as well as an additional \$11,130 from the City of Grand Junction and \$3,500 from Mesa County. Income from the DDA for staff support, and the DTA from contributions, resulted in a total revised budget of \$178,000 from these sources. Sponsorships, vendor fees and other miscellaneous sources of income should total \$130,000, for a grand total of \$308,000 expected income for 2007. Expenses are expected to be approximately \$253,000 resulting in an anticipated year-end surplus of \$55,000. A goal of 20% reserve for the BID has been established and this will require building a surplus of \$50-60,000 over the next several years. This year's anticipated surplus will reach that goal.

The proposed 2008 budget is very similar to 2007 by continuing to support the same operating plan for the BID. Total revenues are projected to be \$300,000; a slight decrease due to the annual dinner being provided free of charge. Total expenses are proposed at \$285,000; an increase over 2007 due mainly to expanded advertising and promotions as well as a stronger promotion plan for the Art & Jazz Festival and the Farmer's Market events. The result is again a year-end surplus of approximately \$15,500.

The BID staff is processed within the City's payroll system however fully funded by the BID and the DDA who share equally in the cost of this full time support position with benefits. The City of Grand Junction also provides purchasing, insurance, computer and telephone services to the BID.

The formalization of the BID has allowed the Downtown Partnership which includes the BID, DDA and DTA to work in a cohesive manner with solid funding, thus enabling for long range planning of the promotion and events promised through the BID.

**Downtown Business Improvement District**

	<u>2006 Actual</u>	<u>2007 Budget</u>	<u>2007 Revised</u>	<u>2008 Proposed</u>
<b>Income</b>				
Dues/Misc.	\$ 11,000.00	\$ 5,000.00	\$ 5,153.00	\$ 5,000.00
City	\$ 15,100.00	\$ 11,130.00	\$ 19,600.00	\$ 16,000.00
County	\$ 3,267.00	\$ 3,500.00	\$ 3,430.00	\$ 3,500.00
DDA	\$ 23,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
BID	\$ 126,800.00	\$ 130,000.00	\$ 130,000.00	\$ 135,000.00
<b>Sub-Total</b>	<b>\$ 179,167.00</b>	<b>\$ 169,630.00</b>	<b>\$ 178,183.00</b>	<b>\$ 179,500.00</b>
Dinner	\$ 8,840.00	\$ 9,000.00	\$ 8,080.00	\$ -
Art Hop	\$ 2,500.00	\$ -	\$ 1,850.00	\$ -
A & J	\$ 36,260.00	\$ 35,000.00	\$ 41,512.00	\$ 40,000.00
Car Show	\$ 7,510.00	\$ 8,000.00	\$ 9,720.00	\$ 10,000.00
FM	\$ 54,540.00	\$ 55,000.00	\$ 58,000.00	\$ 60,000.00
July 4th	\$ 600.00	\$ 1,500.00	\$ 2,775.00	\$ 2,500.00
Spk'tacular	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Holiday's	\$ 8,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
<b>Sub-Total/Events</b>	<b>\$ 119,750.00</b>	<b>\$ 117,000.00</b>	<b>\$ 130,437.00</b>	<b>\$ 121,000.00</b>
<b>TOTAL INCOME</b>	<b>\$ 298,917.00</b>	<b>\$ 286,630.00</b>	<b>\$ 308,620.00</b>	<b>\$ 300,500.00</b>
<b>Expenses</b>				
Adv/Promo	\$ 32,500.00	\$ 40,000.00	\$ 37,356.00	\$ 50,000.00
Office Expense	\$ 6,140.00	\$ 7,500.00	\$ 7,000.00	\$ 7,500.00
County Treasurer	\$ 2,800.00	\$ 2,500.00	\$ 2,700.00	\$ 2,500.00
Salary Expense w/ Benefits	\$ 80,300.00	\$ 81,800.00	\$ 52,000.00	\$ 43,000.00
Contract/PT	\$ -	\$ -	\$ 25,000.00	\$ 36,000.00
<b>Total Admin.</b>	<b>\$ 121,740.00</b>	<b>\$ 131,800.00</b>	<b>\$ 124,056.00</b>	<b>\$ 139,000.00</b>
Dinner	\$ 7,527.00	\$ 7,500.00	\$ 4,183.00	\$ 5,000.00
A & J	\$ 40,880.00	\$ 42,300.00	\$ 41,787.00	\$ 50,000.00
Art Hop	\$ 3,610.00	\$ -	\$ -	\$ -
Car Show	\$ 8,400.00	\$ 8,000.00	\$ 8,621.00	\$ 10,000.00
FM	\$ 49,600.00	\$ 55,800.00	\$ 53,327.00	\$ 60,000.00
Holiday	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
July 4th	\$ 4,158.00	\$ 3,350.00	\$ 2,750.00	\$ 2,500.00
Spooktacular	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Insurance	\$ -	\$ 3,000.00	\$ -	\$ -
<b>Total Events</b>	<b>\$ 132,675.00</b>	<b>\$ 138,450.00</b>	<b>\$ 129,168.00</b>	<b>\$ 146,000.00</b>
<b>TOTAL EXPENSE</b>	<b>\$ 254,415.00</b>	<b>\$ 270,250.00</b>	<b>\$ 253,224.00</b>	<b>\$ 285,000.00</b>
<b>TOTAL REVENUE</b>	<b>\$ 298,917.00</b>	<b>\$ 286,630.00</b>	<b>\$ 308,620.00</b>	<b>\$ 300,500.00</b>
<b>TOTAL EXPENSE</b>	<b>\$ 254,415.00</b>	<b>\$ 270,250.00</b>	<b>\$ 253,224.00</b>	<b>\$ 285,000.00</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$ 44,502.00</b>	<b>\$ 16,380.00</b>	<b>\$ 55,396.00</b>	<b>\$ 15,500.00</b>
<b>Year-End Balance</b>	<b>\$ 44,502.00</b>	<b>\$ 60,882.00</b>	<b>\$ 99,898.00</b>	<b>\$ 115,398.00</b>