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**CITY COUNCIL AGENDA
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET
MONDAY, NOVEMBER 3, 2008, 7:00 P.M.**

Call to Order

Pledge of Allegiance

Invocation—Father Edmundo Valera, St. Joseph's Catholic Church

[The invocation is offered for the use and benefit of the City Council. The invocation is intended to solemnize the occasion of the meeting, express confidence in the future and encourage recognition of what is worthy of appreciation in our society. During the invocation you may choose to sit, stand or leave the room.]

Proclamations/Recognitions

Proclaiming the Month of November, 2008 as “Hospice and Palliative Care Month” in the City of Grand Junction

Proclaiming November 11, 2008 as “A Salute to All Veterans 2008” in the City of Grand Junction

Appointments

To the Grand Junction Housing Authority

***To the Planning Commission

Revised December 19, 2011

**** Indicates New Item*

® Requires Roll Call Vote

REVISED

Council Comments

Citizen Comments

City Council/City Manager Meeting Schedule Review

***** CONSENT CALENDAR ***®**

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

Action: Approve the Minutes of the October 13, 2008 and the October 15, 2008, Regular Meetings

2. **Armantrout Exclusion Request from the Horizon Drive Association Business Improvement District** [Attach 2](#)

The City received a request from Robert and Yvonne Armantrout asking for exclusion from the Horizon Drive Association Business Improvement District (HDABID) for property they own at 751 Horizon Court. The matter was referred to the HDABID board who, after conducting a hearing, recommended denial.

Action: Deny the Armantrout Request for Exclusion from the Horizon Drive Association Business Improvement District for Property Located at 751 Horizon Court

Staff presentation: Stephanie Tuin, City Clerk

3. **Contract to Purchase Property at 310 S. 7th Street** [Attach 3](#)

City staff has negotiated with the owner of 310 S. 7th Street, JoAnn Mills, for purchase of the property. The negotiations have been successful and a purchase contract for \$167,000.00 has been signed by both parties.

Resolution No. 135-08—A Resolution Ratifying the Contract to Purchase Real Property Located at 310 S. 7th Street, Grand Junction

®Action: Adopt Resolution No. 135-08

Staff presentation: John Shaver, City Attorney

4. **Ratify Lease Agreement with Pikes Peak Television, Inc. (KJCT)** [Attach 4](#)

The City owns real property on Grand Mesa, known as the Sommerville Ranch, which has been used, leased and occupied by various television and broadcasting entities since 1978 to operate television and radio transmitting equipment and facilities. The City and the current tenant, Pikes Peak Television, Inc. wish to update their current Lease Agreement and renew the lease for subsequent terms.

Resolution No. 136-08—A Resolution Authorizing and Ratifying a New Lease Agreement Between the City of Grand Junction and Pikes Peak Television, Inc.

®Action: Adopt Resolution No. 136-08

Staff presentation: John Shaver, City Attorney

5. **Setting a Hearing on Inclusion of Grand Valley Catholic Outreach Property Located at 217 White Avenue into Downtown Development Authority Boundaries** [Attach 5](#)

The Grand Valley Catholic Outreach has requested inclusion into the Downtown Development Authority in order to consolidate their holdings under the requirements of Mesa County into one property. The DDA Board of Directors has approved this request, which is now submitted for consideration by the City Council.

Proposed Ordinance of the City Council of Grand Junction, Colorado Approving Expanding the Boundaries for the Grand Junction, Colorado Downtown Development Authority to Include Property at 217 White Avenue owned by the Grand Valley Catholic Outreach

Action: Introduction of a Proposed Ordinance and Set a Hearing for November 17, 2008

Staff presentation: Heidi Hoffman Ham, DDA Executive Director

6. **Revocable Permit—Redlands Mesa Restroom, Located at W. Ridges Blvd. and Lakeridge Drive** [File # RVP-2007-258] [Attach 6](#)

Request for a Revocable Permit to allow a portion of a Redlands Mesa Golf Course restroom to remain partially within the City of Grand Junction owned property at Shadow Lake.

Resolution No. 137-08—A Resolution Concerning the Issuance of a Revocable Permit to Brightstar Golf Redlands Mesa LLC, a Delaware Limited Liability Company

®Action: *Adopt Resolution No. 137-08*

Staff presentation: Senta L. Costello, Senior Planner

7. **Setting a Hearing on Zoning the Allen Annexation, Located at 811 22 Road**
[File #ANX-2008-258] [Attach 7](#)

Request to zone the 5.97 acre Allen Annexation, located at 811 22 Road, to I-1 (Light Industrial).

Proposed Ordinance Zoning the Allen Annexation to I-1 (Light Industrial) Located at 811 22 Road

Action: *Introduction of a Proposed Ordinance and Set a Hearing for November 17, 2008*

Staff presentation: Judith Rice, Associate Planner

8. **Setting a Hearing on the Freedom Meadows Annexation, Located at 3118 E Road** [File #ANX-2008-290] [Attach 8](#)

Request to annex 7.02 acres located at 3118 E Road known as Freedom Meadows. Freedom Meadows consists of 2 parcels.

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

Resolution No. 138-08—A Resolution Referring a Petition to the City Council for the Annexation of Lands, to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, Freedom Meadows Annexation, Located at 3118 E Road

®Action: *Adopt Resolution No. 138-08*

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Freedom Meadows Annexation, Approximately 7.02 Acres, Located at 3118 E Road

Action: Introduction of Proposed Ordinance and Set a Hearing for December 15, 2008

Staff presentation: Michelle Hoshide, Associate Planner

9. **Setting a Hearing on Proposed Amendments to the Submittal Standards for Improvements and Development (SSID)** [File #TAC-2008-295] [Attach 9](#)

The City of Grand Junction proposes to amend the Submittal Standards for Improvements and Development (SSID) to reflect the statutory requirement for landscape plans to be stamped by a Landscape Architect licensed by the State of Colorado, pursuant to C.R.S. §12-45-101 *et seq.*

Proposed Ordinance Amending the Submittal Standards for Improvements and Development (SSID) to Require Landscape Plans to be Stamped by a Licensed Landscape Architect

Action: Introduction of a Proposed Ordinance and Set a Hearing for November 17, 2008

Staff presentation: Lisa E. Cox, Planning Manager

10. **Setting a Hearing on Provisions Regarding Growth Plan Amendments to be Reviewed Concurrently with Zoning Requests** [File #TAC-2007-307] [Attach 10](#)

The City of Grand Junction adopted Ordinance No. 4140 on November 19, 2007 which contained a sunset clause that required Council to reconsider the provisions of the ordinance twelve (12) months from its adoption. Ordinance No. 4140 amended Section 2.5 (E) of the Zoning and Development Code to allow amendments to the Growth Plan and/or the Future Land Use Map more than twice each calendar year.

Proposed Ordinance Readopting the Provisions of Ordinance No. 4140 which Amended Section 2.5 of the Zoning and Development Code to Allow Amendments to the Growth Plan and/or the Future Land Use Map More than Twice each Calendar Year

Action: Introduction of a Proposed Ordinance and Set a Hearing for November 17, 2008

Staff presentation: Lisa E. Cox, Planning Manager

11. **Subrecipient Contracts for Projects within the 2008 Community Development Block Grant (CDBG) Program Year** [Attach 11](#)

The Subrecipient Contracts formalize the City’s award of a total of \$230,400 to various non-profit organizations allocated from the City’s 2008 CDBG Program as previously approved by Council.

Action: Authorize the City Manager to Sign the Subrecipient Contracts with the Riverside Task Force and the Center for Independence for the City’s 2008 CDBG Program Year

Staff presentation: Kristen Ashbeck, Senior Planner

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

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

12. **Public Hearing—Rezoning Property Located at 1211 Hermosa Avenue** [File #RZ-2008-216] [Attach 12](#)

Request to rezone .24 acres, located at 1211 Hermosa Avenue, from R-8 (Residential, 8 DU/Ac) zone district to RO (Residential Office) zone district.

Ordinance No. 4302—An Ordinance Rezoning the Property Known as 1211 Hermosa Avenue from R-8 (Residential 8 DU/Ac) to RO (Residential Office), Located at 1211 Hermosa Avenue

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4302

Staff presentation: Judith Rice, Associate Planner

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

14. **Other Business**

15. **Adjournment**

Attach 1

Minutes from Previous Meetings

GRAND JUNCTION CITY COUNCIL MINUTES OF THE REGULAR MEETING

October 13, 2008

The City Council of the City of Grand Junction convened into regular session on the 13th day of October 2008 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Bruce Hill, Doug Thomason, Linda Romer Todd, and Council President Gregg Palmer. Councilmembers Teresa Coons and Jim Doody were absent. Also present were City Manager Laurie Kadrach, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Palmer called the meeting to order. Councilmember Thomason led in the Pledge of Allegiance.

In lieu of an invocation, a moment of silence took place, keeping those that lost their lives over the week-end in the forefront.

Certificates of Appointments

Elizabeth Collins was present to receive her Certificate of Appointment to the Urban Trails Committee.

City Manager Report

City Manager Kadrach reviewed a briefing on the tragic shooting that took place over the week-end. She noted the amount of curiosity and advised that the Police Department is working on piecing together why this happened. She provided a tip-line number for citizens to call with any information. The primary focus is to determine how and why this crime occurred. The Police are trying to figure out if there is a connection between the victims and the shooter. She then detailed the specifics of the incident. She asked folks not to contact the neighborhood or the residents; she asked for courtesy to the family members and their friends.

Council President Palmer expressed heartfelt sorrow for the tragic loss of life. He thanked Staff for their response and professionalism. He applauded the cooperation between the City Police Department and the Mesa County Sheriff's Office as well as C.B.I. staff. He repeated the request for citizens to control their curiosity and not visit the neighborhood for curiosity sake.

Citizen Comments

There were none.

City Council/City Manager Meeting Schedule Review

City Manager Laurie Kadrich reviewed the Meeting Schedule. Most of the rest of the workshops are centered around budget until the November 5th final presentation. In November, the Comprehensive Plan will be reviewed. The November 11th Joint City-County meeting is canceled due to the holiday.

The Future Topic List includes the 2009 Workplan and a request to review the boards and commissions. She continues to hear from the Urban Trails Committee that wants guidance on their purpose from the City Council. There is also work tied to the buffer zones in conjunction with the County.

CONSENT CALENDAR

Councilmember Hill read the Consent Calendar and then moved to approve the Consent Calendar items #1 through #5. Councilmember Todd seconded the motion. The motion carried with Councilmember Hill noting he was recusing himself from the vote on item #5.

1. **Minutes of Previous Meetings**

Action: Approve the Minutes of the September 29, 2008 and the October 1, 2008 Regular Meetings

2. **Downtown Grand Junction Business Improvement District 2009 Operating Plan and Budget**

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. The Downtown Grand Junction Business Improvement District approved and filed their 2009 Operating Plan and Budget on time. It has been reviewed by Staff and found to be reasonable.

Action: Approve the Downtown Grand Junction Business Improvement District's 2009 Operating Plan and Budget

3. **Horizon Drive Association Business Improvement District 2009 Operating Plan and Budget**

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. Horizon Drive Association Business Improvement District filed their 2009 Operating Plan and Budget. It has been reviewed by Staff and found to be reasonable.

Action: Approve Horizon Drive Association Business Improvement District's 2009 Operating Plan and Budget

4. **Setting a Hearing on Rezoning Property Located at 1211 Hermosa Avenue**
[File #RZ-2008-216]

Request to rezone .24 acres from R-8 (Residential, 8 du/ac) zone district to RO (Residential Office) zone district, located at 1211 Hermosa Avenue.

Proposed Ordinance Rezoning the Property Known as 1211 Hermosa Avenue from R-8 (Residential 8 du/ac) to RO (Residential Office), Located at 1211 Hermosa Avenue

Action: Introduction of a Proposed Ordinance and Set a Hearing for November 3, 2008

5. **Construction Contract Amendment for the Colorado Avenue Reconstruction Project**

The Downtown Development Authority (DDA) has requested an amendment to the Colorado Avenue Reconstruction Contract to reconstruct existing parking lots on the north side of the 500 Block of Colorado Avenue. This reconstruction work includes combining existing public parking lots with a lot on the recently acquired property at 560 Colorado Avenue. The DDA has approved additional funding for construction of the proposed parking lot improvements in the amount of \$278,559.30

Action: Authorize the City Manager to Approve an Amendment to the Contract with Mays Concrete, Inc. in the Amount of \$278,559.30 for Reconstruction of the 500 Block Colorado Avenue Parking Lots

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing—Tall Pines Investments Growth Plan Amendment, Located at 2101 Patterson Road [File #GPA-2008-199]

Request to amend the Growth Plan, changing the Future Land Use designation from Residential Medium (4-8 du/ac) to Residential High (12+ du/ac) for property located at 2101 Patterson Road.

The public hearing was opened at 7:26 p.m.

Senta L. Costello, Senior Planner, presented this item. She described the request, the site and the location. She asked that the Staff Report and attachments be entered into the record. The request meets the criteria for a Growth Plan Amendment. The Planning Commission recommended approval. The applicant was present but had nothing to add.

Council President Palmer asked if the request was on the Consent Agenda at Planning Commission. Ms. Costello said it was as Staff had only one contact from the neighborhood, the nearby church. No other neighbors voiced concerns.

There were no public comments.

The public hearing was closed at 7:27 p.m.

Resolution No. 133-08—A Resolution Amending the Growth Plan of the City of Grand Junction to Designate Approximately 10.44 Acres Located at 2101 Patterson Road, Known as the Tall Pines Investments Growth Plan Amendment, from Residential Medium (4-8 DU/Ac) to Residential High (12+ DU/Ac)

Councilmember Todd moved to adopt Resolution No. 133-08. Councilmember Thomason seconded the motion.

Councilmember Hill wanted to note the foundation for the Growth Plan Amendment. He does believe it meets the criteria for a Growth Plan Amendment but does not think the original designation was in error.

Motion carried by roll call vote.

Public Hearing—Zoning the Mesa View Elementary School Annexation, Located at 2967 B Road [File #GPA-2008-206]

Request to zone the Mesa View Elementary School Annexation, consisting of one (1) parcel at 2967 B Road, into two zone districts. The south 9.497 acres is requesting a zone district of R-4 (Residential 4 du/ac) and the north 9.991 acres is requesting a zone district of CSR (Community Services and Recreation).

The public hearing was opened at 7:30 p.m.

Brian Rusche, Senior Planner, presented this item. He described the request, the location and the site. He asked that the Staff Report and attachments be entered into the record. He said the property was annexed into the City on September 15, 2008. The request does meet the criteria in the Zoning and Development Code and the Planning Commission recommended approval at their September 23, 2008 meeting. The representative of the applicant was present but did not need to do a presentation.

There were no public comments.

The public hearing was closed at 7:31 p.m.

Ordinance No. 4299—An Ordinance Zoning the Mesa View Elementary Annexation to R-4 (Residential 4 DU/Ac) and CSR (Community Services and Recreation), Located at 2967 B Road

Councilmember Thomason moved to adopt Ordinance No. 4299 and ordered it published. Councilmember Hill seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

See below.

Other Business

There was none.

Non-Scheduled Citizens & Visitors

Barnaby Page, a resident of Mesa County, based on the events of the week-end, said he wanted to thank the City for the response and the accessibility of information. Council President Palmer pointed out that Mr. Page is a member of the media and thanked him for speaking to this.

Adjournment

The meeting was adjourned at 7:33 p.m.

Stephanie Tuin, MMC
City Clerk

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

October 15, 2008

The City Council of the City of Grand Junction convened into regular session on the 15th day of October 2008 at 7:03 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Jim Doody, Bruce Hill, Doug Thomason, Linda Romer Todd, and Council President Gregg Palmer. Councilmember Teresa Coons was absent. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Palmer called the meeting to order. Councilmember Beckstein led in the Pledge of Allegiance.

Citizen Comments

Mike Anton, Grand Junction Air Show, Inc., addressed the City Council and introduced Cal Clark and Bob Jess accompanying him. He thanked the City Council, City Staff and members of the community for their help in the success of the Air Show. He then presented the City Council with a gift of a print of the Blue Angels flying as well as a plaque expressing appreciation.

CONSENT CALENDAR

Councilmember Beckstein read the Consent Calendar and then moved to approve item 1. Councilmember Hill seconded the motion. Motion carried by roll call vote.

1. **Ratify and Support Application to the Bureau of Land Management for Transfer of Land to Mesa State College**

The City, Mesa State College and Mesa County have worked in unison for the creation of a police officer standards and training (POST) facility. Recently Mesa State College made application to the BLM for a 209 acre parcel on which to develop a regional public safety training facility.

Resolution No. 134-08—A Resolution Affirming Support of an Application to the Bureau of Land Management for the Transfer of 209 Acres of Land to Mesa State College for a Regional Public Safety Training Facility

Action: Adopt Resolution No. 134-08

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Hearing to Review the Service of William Pitts on the Grand Junction Planning Commission

In accordance with City Code, the City Council may hold a hearing to consider the service and removal of any member of the Planning Commission. City Council has requested a hearing to review recent actions by Commissioner Bill Pitts and/or to consider his removal from the Planning Commission.

Council President Palmer explained that this will be a discussion between the City Council and Mr. Pitts. He first asked City Attorney Shaver to address the City Council.

John Shaver, City Attorney, presented this item. He explained that the hearing is required by City Code. All members of City appointed boards must adhere to very high ethical standards. The City Council has received a list of items that may be considered relative to Mr. Pitts' service. The Council must ensure that Mr. Pitts is not pre-judging any of the items that come before the Planning Commission for consideration. There is reason to believe that Mr. Pitts may not have recognized that duty in a couple of different matters; specifically Mr. Pitts sending a letter objecting to an application to the Project Engineer. The other noteworthy event includes his actions relative to the Weemunichee Subdivision. Mr. Pitts organized the neighborhood opposition to the project. City Attorney Shaver has visited with Mr. Pitts on numerous occasions regarding these matters and they disagreed on Mr. Pitts' obligation as a Planning Commission member. City Attorney Shaver suggested that if Mr. Pitts desired to be active in the community in such matters, that perhaps being a member of the Planning Commission is not a good fit.

Council President Palmer asked what are the options for the City Council. City Attorney Shaver responded the options are dismissal from the board, imposition of sanctions or a reprimand of Mr. Pitts. Mr. Shaver advised that in discussions with Mr. Pitts, Mr. Pitts feels he has the right to express personal opinions when he wants to, it is his right. That is not the City's position when he sits on an appointed board. The ethical standards are set for a reason. When those lines are compromised, there are concerns.

Councilmember Beckstein asked about freedom of speech. City Attorney Shaver replied that everyone has freedom of speech but that may be curtailed when certain positions are accepted. When one agrees to serve, one agrees to give up some of that right. Councilmember Beckstein inquired if officials such as the City Council and the Planning Commission make decisions based on feelings rather than on the Code, it exposes the organization to liability. City Attorney Shaver concurred, adding that it would also violate due process. Nothing Mr. Pitts has done has risen to that level. Councilmember Beckstein expressed concern about allowing a pattern of such to develop. City Attorney Shaver added that not only does the City not allow conflicts of interest; it does not allow an appearance of a conflict of interest. This not only protects the City from possible liability but also assures the citizens of fair government.

Councilmember Hill pointed out the specifics in the conflict of interest portion of the ethical standards. Although City Attorney Shaver agreed, he emphasized the need to

maintain fair government and to ensure citizens that is the process used by the City for decision-making.

Councilmember Todd asked if all within the packet of information received is open for discussion. City Attorney Shaver responded affirmatively.

Councilmember Todd asked City Attorney Shaver to list the two items specified in the documents. City Attorney Shaver said there were other incidents but he specifically listed the application for the care facility and the Weeminuchee subdivision, both in Mr. Pitts' neighborhood.

Mr. Bill Pitts then addressed the City Council. He read a statement that included his service in the military and then his subsequent choice to move to Grand Junction and his history here. He expressed his feelings for the community. He then detailed his service on the Planning Commission. When he had a conflict, he did nothing to persuade any Planning Commissioner. He expressed his feelings and stated that a letter excusing him from the Commission from City Council would have been adequate; the hearing was not necessary.

Councilmember Todd said she reviewed the information and said she gets hung up on how specific something can be interpreted; specifically writing letters to the decision-maker; and determining who the decision-maker is. She did agree that Mr. Pitts was wrong by writing the letter to the editor. Another letter did not even mention a specific project. She feels Mr. Pitts has done his job on the Planning Commission. She would have preferred that Council had the conversation with Mr. Pitts outside of the public forum with him sitting across the table. She thinks both sides could have handled things better.

City Attorney Shaver explained that Exhibit G was mislabeled; the letter should have been the letter regarding the Weemunichee Subdivision written by Mr. Pitts.

Councilmember Hill advised that this process was not something the City Council decided but what the Code said must be done. Due to the law, a closed door meeting is not an option. This is what is required. He noted that some conflicts are easy to identify. The more difficult ones may be when there may be a perception of a conflict. He used the reconstruction of Colorado Avenue as an example where he recused himself. He understands how Mr. Pitts got there but, as a Planning Commissioner, he can't do that. Sending letters for the record is exerting influence and shouldn't have been done. He asked Mr. Pitts if he remains seated as a Planning Commissioner, would he continue taking an active role if a certain situation arises again and possibly influencing his fellow Commissioners.

Mr. Pitts responded that he will not keep quiet. He did not organize a neighborhood opposition but he did speak out at a neighborhood meeting. He will not keep quiet.

Councilmember Beckstein asked Mr. Pitts about his activity during the Weemunichee Subdivision consideration. Mr. Pitts denied that he was involved in organizing any opposition.

Councilmember Thomason thanked Mr. Pitts for his service but noted that there is an expectation once appointed or elected that there is a line that is not crossed. He advised Mr. Pitts, as a suggestion, the Council is not trying to squash his freedom of speech.

Councilmember Doody recalled that City Attorney Shaver has had numerous conversations with Mr. Pitts. This should have made Mr. Pitts aware that the Council is concerned. They could not resolve the issue. He agreed with Councilmember Thomason, free speech is fine, but it should not be as a Planning Commissioner.

Councilmember Beckstein wanted clarification on the paragraph stating Mr. Pitts was part of the opposition.

City Attorney Shaver advised that Mr. Pitts told the Assistant City Attorney that he was involved in the opposition. The letter to the Planner was then read into the record which appeared to be direction to Staff. City Attorney Shaver added other corroboration of Mr. Pitts speaking to other neighbors about opposition. The information being presented is not evidence; prosecution is not the intent.

Mr. Pitts approached the Council and suggested the Council dismiss him if his service is no longer desired.

Council President Palmer expressed that they must maintain the highest level of ethical standards in order to best serve the community.

Mr. Pitts left the meeting noting he will accept the Council's decision.

Councilmember Beckstein stated that Council and other officials should never come before the community having already decided a matter before the hearing. Appointees to volunteer boards must agree with that philosophy.

Councilmember Todd referred to the process and how reactions are different to Staff versus the elected officials. She agreed some censure was needed. She was disappointed with the packet Council received to review not being complete. She would not support removal of Mr. Pitts.

Councilmember Hill noted that sometimes during interviews expectations are discussed. It must rise to a very high degree for this process to be put in place. He was hoping for some compromise but that didn't happen.

Council President Palmer asked the City Attorney to repeat the Council's options.

City Attorney Shaver advised that Council has the range from doing nothing to removal. He apologized for the incorrect letter in the packet. The matter was brought before Council because the Code directs Staff to bring matters of such concern to them. The Council could recommend ethical training or they could censure Mr. Pitts and admonish his behavior. Mr. Shaver listed what such censure could contain.

Councilmember Beckstein expressed that she does not believe that Mr. Pitts would respond positively to a letter of censure. She does respect Mr. Pitts for his ability of

expressing himself, but it is unfortunate that he couldn't adhere to the codes that they have been directed to.

Councilmember Beckstein moved to remove Mr. Pitts from his service on the Planning Commission. Councilmember Thomason said he admired Mr. Pitts spit and vinegar but, seeing Mr. Pitts' defiant attitude, he felt Mr. Pitts should be allowed to exercise his free speech and not as a Planning Commissioner. Councilmember Thomason seconded the motion.

Councilmember Doody agreed Mr. Pitts is a man of conviction and agreed trying to work this out won't work. He is in favor of a letter drafted by the Mayor thanking him for his service.

Council President Palmer asked if that is an option.

Councilmember Doody asked if a vote is the only way of doing it. He was suggesting a letter thanking Mr. Pitts; it would be the same outcome but there would be less public embarrassment.

City Attorney Shaver said the Council must make a public finding as to reasons for removal and there must be a Council majority for that to happen.

Council President Palmer said that Mr. Pitts should be told up front; no one is saying Mr. Pitts didn't do his best.

Motion carried by roll call vote with Councilmembers Hill and Todd voting NO.

Council President Palmer called a recess at 8:22 p.m.

The meeting reconvened at 8:30 p.m.

Quiet Title Action with the Court for Crown Point Cemetery, Located 945 23 ½ Road

The City of Grand Junction ("City") has owned and operated the Crown Point Cemetery since 1982. City Council formally approved the City receiving the land and the operations from the Mesa County Veterans Cemetery Association ("Association") on or about March 17, 1982. No deed was conveyed to the City from the Association. The City Attorney is requesting authorization from City Council to file a quiet title action with the district court for determination that the City of Grand Junction is the owner of the land known as Crown Point Cemetery ("Cemetery").

John Shaver, City Attorney, presented this item. He explained the purpose of the request is to ensure the City's ownership of the property at Crown Point Cemetery. He reviewed the history of the City's acquisition. Crown Point recently became a more important part of the cemetery system. Water service has been obtained from the Grand Valley Irrigation Company and there are improvements planned.

Councilmember Todd expressed that the cemetery has been improved with it being under the City's maintenance.

Councilmember Todd moved to authorize the City Attorney to file a Quiet Title Action for determination that the City owns Crown Point Cemetery. Councilmember Doody seconded. Motion carried.

Public Hearing—Zoning the Lusk Annexation, Located at 2105 South Broadway
[File #ANX-2007-368]

Request to zone the 8.53 acre Lusk Annexation, located at 2105 South Broadway, to Residential Estate (Residential 2 to 5 ac/Du).

The public hearing was opened at 8:36 p.m.

David Thornton, Principal Planner, presented this item. He read an excerpt of the Growth Plan that related to this request. He then described the request, the location, and the site. Previously the City Council denied a Growth Plan Amendment so the zoning being brought forward complies with the current Land Use Designation. The requested zoning will allow a minimum lot size of two acres. He described the surrounding uses in existence. In the vicinity there are twelve lots less than five acres and seven properties greater than five acres in size. He explained how an R-E zone district is allowed in a rural designation and recommended approval. Councilmember Todd asked for clarification on the number of lots that would be allowed. Mr. Thornton explained a provision allowing Staff to weigh the two conflicting provisions which would allow 120% density over rural so only two lots would be allowed, with an average of four-acre lots.

Council President Palmer asked if Council can zone the property what it is zoned in the County. Mr. Thornton said that is allowed under the Persigo Agreement but not generally brought forward by Staff.

Councilmember Todd asked for detail on the history which Mr. Thornton provided.

Councilmember Hill advised that applying the County zone district would be inconsistent with the Growth Plan. If Council wants to do that, he suggested they change the Growth Plan designation first. He asked why there was no Growth Plan Amendment to change the designation to Estate. Mr. Thornton said that would require a whole new process. The applicant can come back and apply for a Growth Plan Amendment to R-E which would allow four lots on this property if approved.

Sierra Lusk, the applicant, 2105 Broadway, stated that originally there was no opposition and there is more density nearby. She feels the request is reasonable,

Steve Voytilla, 2099 Desert Hill Road, explained how this came to be. Initially Ms. Lusk had asked for Estate designation and then it was changed to Residential Low and there was a lot of opposition. The way the process proceeded put the applicant in a bad position.

There were no other public comments.

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

Councilmember Hill supported the request and believes it meets the criteria of the Zoning and Development Code noting there are still options to enhance the zoning in the future.

Ordinance No. 4300—An Ordinance Zoning the Lusk Annexation to Residential Estate (R-E), Located at 2105 South Broadway

Councilmember Thomason moved to adopt Ordinance No. 4300 and ordered it published. Councilmember Doody seconded the motion. Motion carried.

Public Hearing—Amending the Zoning and Development Code Regarding Minor Exemption Subdivisions [File #TAC-2008-279]

The City of Grand Junction requests approval to amend the Zoning and Development Code to consider amendments to allow an administrative development approval for a Minor Exemption Subdivision.

The public hearing was opened at 8:54 p.m.

Lisa E. Cox, Planning Manager, presented this item. She explained the purpose of the request. A new category would be created for Minor Exemption Subdivisions. This came out of the expansion of the Persigo Boundary and will allow larger parcels to subdivide without being required to hook onto sewer if they execute a utility extension agreement. No other variance would be allowed under this process. It is anticipated that the subdivision would have little impact on surrounding property owners which is why it is being proposed to be an administrative process. The Planning Commission recommended approval.

Councilmember Hill thanked Staff for pursuing this.

There were no public comments.

The public hearing was closed at 8:58 p.m.

Ordinance No. 4301—An Ordinance Amending the Zoning and Development Code to Include an Administrative Development Approval for a Minor Exemption Subdivision

Councilmember Hill moved to adopt Ordinance No. 4301 and ordered it published. Councilmember Thomason seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

Jan Warren, 2622 H Road, thought Councilmember Coons should have excused herself from the Weemunichee Subdivision consideration. She asked how she could pursue raising that issue.

City Attorney Shaver suggested Ms. Warren can put those matters on the record or she can speak to him directly.

Mrs. Warren said that Councilmember Coons works for the Saccomanno Institute and made a comment that “I guess Dr. Saccomanno got what he wanted didn’t he”. The matter was bothering her. She believed that the Council should be investigated to make sure that they are excusing themselves if there is a conflict of interest. City Attorney Shaver offered to speak further with her about it.

Rick Warren, 2622 H Road, having thought about the process felt the process design excludes those most affected. He laid out what he meant, giving examples. He felt there is not an opportunity for dialogue with members of the public, specifically the neighbors.

Stephan Day, 2554 I Road, said he read that the Planning Commission was an authoritative board but did not realize it was quasi-judicial. He asked who then is representing the public; the public needs to have an influence and needs to have a representative body. He agreed with Mr. Warren that the people want people in government that will listen. The citizens want to have a collective voice in government.

Patsy Day, 2554 I Road, said she was disappointed and embarrassed. She never felt in previous presentations that the City Council was unbiased. She disagreed that Mr. Pitts had an opinion that influenced Council.

Other Business

Councilmember Hill said the Council has been discussing making changes to the Code, specifically the triggers that require compliance. It hasn’t moved forward because it didn’t appear there were a majority of Council in favor. He asked if Council has any desire to review those changes.

City Manager Kadrich wanted to respond to some of the citizens’ comments. Some of the changes being considered will allow citizen comments to be heard in a public process. She said, regarding Councilmember Hill’s concerns, Staff is already working on such revisions.

Public Works and Planning Director Tim Moore stated that they have been reviewing provisions of the Code that aren’t working well and they have been bringing those forward. He encouraged feedback.

Councilmember Beckstein stated she thought it was being worked on and encouraged such changes that will be more inclusive for the public. She thanked Ms. Kadrich and Mr. Moore for taking these changes forward.

Councilmember Hill said the Code provision that guided the hearing tonight needs to be changed. Other Councilmembers agreed.

City Manager Kadrich stated that she had heard from Council that they did want something in this area changed. The non-conforming use changes are being incorporated into the general Code revisions.

Adjournment

The meeting adjourned at 9:22 p.m.

Stephanie Tuin, MMC
City Clerk

Attach 2

Armantrout Exclusion Request from the HDABID

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Armantrout Exclusion Request from the Horizon Drive Association Business Improvement District		
File #			
Meeting Day, Date	Monday, November 3, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	October 17, 2008		
Author Name & Title	Stephanie Tuin, City Clerk		
Presenter Name & Title	Stephanie Tuin, City Clerk		

Summary: The City received a request from Robert and Yvonne Armantrout asking for exclusion from the Horizon Drive Association Business Improvement District (HDABID) for property they own at 751 Horizon Court. The matter was referred to the HDABID board who, after conducting a hearing, recommended denial.

Budget: N/A

Action Requested/Recommendation: Deny the Armantrout Request for Exclusion from the Horizon Drive Association Business Improvement District for Property Located at 751 Horizon Court.

Attachments:

Map of Property Location

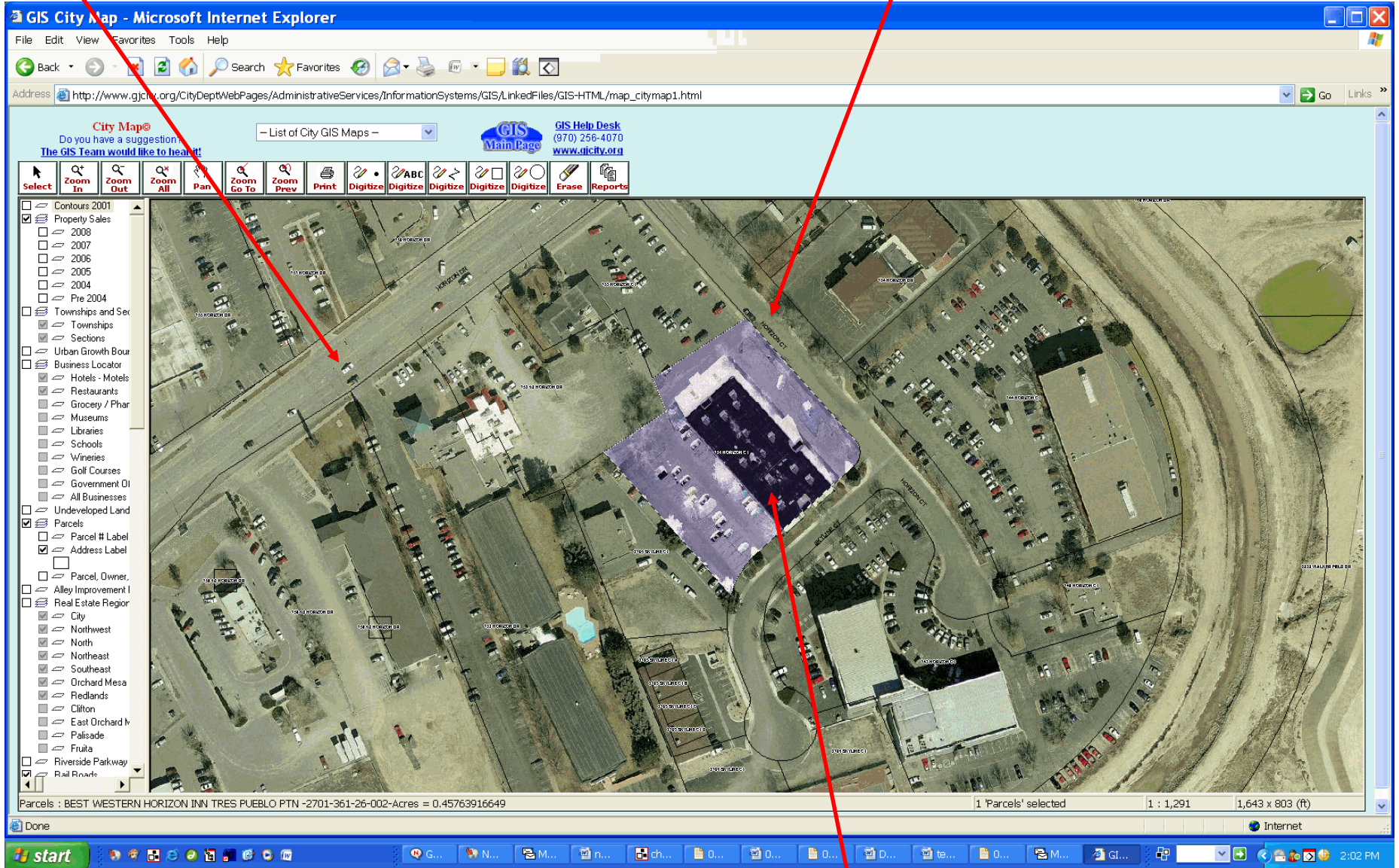
Petition for Exclusion from Robert and Yvonne Armantrout

Minutes from HDABID's Meeting of September 10, 2008

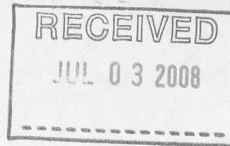
Background Information: The Horizon Drive Association Business Improvement District was formed by Ordinance No. 3621 on April 21, 2004. The District assesses a property tax of five mills on properties within the District. On July 3, 2008, the City received a petition from Robert and Yvonne Armantrout asking for exclusion from the District for property they own at 751 Horizon Court known as the Skyline Building. The City Council referred that petition to the Horizon Drive Association Business Improvement District (HDABID) for their recommendation. The HDABID held a hearing on September 10, 2008 and recommended denial of the petition for exclusion.

Horizon Drive

Horizon Court



751 Horizon Court
(subject property)



CITY OF GRAND JUNCTION
City Council

Petitioners: ROBERT J ARMANTROUT & YVONNE C ARMANTROUT 2291 Shiprock Rd Grand Junction, CO 81503-1189	<p align="center">PETITION FOR EXCLUSION FROM THE HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT</p> <p align="center">Tax Parcel # 2701-364-26-033</p> <p align="center">LEGAL DESCRIPTION: Lot 22, 23, 24 & S 50 Ft Lot 25 Horizon Park Plaza Sec 36 1N 1W Mesa County, Colorado</p> <p align="center">Commonly Known As: 751 Horizon Court Grand Junction, CO 81506</p>
Attorney or Party Without Attorney: (Name & Address) TRAYLOR, TOMPKINS & BLACK, P.C. Lance Phillip Timbreza, Esq. 751 Horizon Court, Suite 200 Grand Junction, CO 81506-8754 Phone Number: (970) 242-2636 FAX Number: (970) 241-3234 E-mail: lpt@grandjunctionlaw.com Atty. Reg. #: 38229	
<p align="center">PETITION FOR EXCLUSION FROM HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT</p>	

TO: The City Council of the City of Grand Junction

COMES NOW Petitioners Robert J. Armantrout & Yvonne C. Armantrout (collectively "Petitioner" or "Armantrout") by and through their attorneys, Traylor, Tompkins & Black, P.C. and Petitions the Grand Junction City Council for exclusion from the horizon Drive Business Improvement District pursuant to C.R.S. § 31-25-1220 and states as follows:

FACTUAL BACKGROUND

Petitioner owns real property located at 751 Horizon Court, Grand Junction, Colorado. This real property is commonly known as "The Skyline Building." The Skyline Building is an office suite containing offices leased by 24 business tenants.

On March 30, 2004, the Horizon Drive Association business improvement district organizing committee filed a petition with the Grand Junction City Council requesting formation of a business improvement district. *See Ordinance No. 3621.*

On April 21, 2004, the Petition came before the City Council for public hearing and consideration by the Council. The City Clerk certified that the requisite signatures had been obtained representing at least 50% of the property and valuation within the business district. *See April 21, 2004 Grand Junction City Council Minutes*, p. 11. At that time, the City Clerk informed the City Council that, “the statute does not require the District to be contiguous, so if the Council chooses to exclude any properties, the District could still be formed.” *See April 21, 2004 Minutes*, p. 12. Councilmember Enos-Martinez inquired as to whether any property owners had requested exclusion and Richard Talely, President of the Horizon Drive Association, expressed that none had. *Id.* The City Clerk reported that signatures of 55.2% of the property and 60.8% of the value had been obtained. *Id.* at 12-13. Robert Armantrout attended the April 21, 2004 meeting and voiced his disapproval with the formation of the Horizon Drive Business Improvement District. *Id.* at 13. Mr. Armantrout also requested that the Skyline Building be excluded from the Horizon Drive Business Improvement District. *Id.* at 14.

A/R investments, another property owner, requested exclusion from the Horizon Drive Business Improvement District by way of a letter from its counsel, Reutzel & Associates, LLC, read by the City Clerk. *Id.* at 14. Doug Briggs, attorney for the Horizon Drive Association, stated that the exclusions “can’t be gerrymandered, since all in the District will benefit. Excluding some will provide them with the benefit at no cost. He said even though the statute allows exclusions, the reasons given [were] not significant.” *Id.* at 14.

Councilmember Hill inquired as to whether a property owner could be excluded at a later date. *Id.* John Shaver, City Attorney, stated that “the statute contains inclusion provisions, not an exclusion proviso.” *Id.*

The Council then adopted Ordinance No. 3621 “An Ordinance Creating and Establishing the Horizon Drive Association Business Improvement and Approving an Operating Plan and Budget Therefore” and Resolution 38.04 “A resolution Levying Taxes for the Year 2004 in the Horizon Drive Association Business Improvement District a part of the City of Grand Junction, Colorado.” *Id.* at 15. The former establishing the Horizon Drive Business Improvement District (“District”) and the latter imposing a Mill Levy at 5 Mills. *Id.*

Since the inception of the District, Petitioner has paid the annual assessment each tax year as follows:

2004	\$1,1813.70
2005	\$1,946.40
2006	\$1,946.40
2007	<u>\$2,530.10</u>
TOTAL	\$8,237.00

Throughout the time Petitioner has been included in the District, information has been slow in coming, they have not received notices of meetings, they have not seen budgets for the

District, they have not participated in the selection or election of Board Members, have not seen nor does Petitioner know of financial audits of the District books.

PETITION FOR EXCLUSION

A. The Colorado Statutory Scheme for Business Improvement Districts Permits Petitioner's Exclusion

A property within a business improvement district has a statutory right to petition for exclusion. *See* C.R.S. § 31-25-1220. In the past, the City Attorney's office has expressed its opinion that the "statute" contains only *inclusion* provisions and not *exclusion* provisions. *See City Council Minutes*, dated April 21, 2007. This reference in the City Council minutes makes it unclear whether the City Attorney was referring to the Ordinance itself or the Colorado Business Improvement District statutory scheme. In any case, C.R.S. § 31-25-1220 clearly provides a statutory right to seek exclusion.

While the formation ordinance may not have included an exclusion provision, the statute does. Petitioner's request for exclusion is being made pursuant to the statute and not pursuant to the formation ordinance. The City Attorney's office has conceded Petitioner's right to seek exclusion, "You may file the petition with the City Clerk as provided in the statute." *See E-mail from Shelly Dakonish to Lance Timbreza* dated October 19, 2007.

B. The Skyline Building Is Not Located on Horizon Drive and Other Property Owners Were Excluded Of Approximate Distances.

The Skyline Building is located at 751 Horizon Court. Horizon Court intersects with Horizon Drive. The Skyline Building is located approximately 125 yards from Horizon Drive and sits behind other buildings that are directly on Horizon Drive. The Bookcliff Country Club consists of substantially more property than the whole of the Horizon Drive Business District and sits in as close, if not closer, proximity to Horizon Drive than Petitioner's building. Bookcliff Country Club was not included within the Horizon Drive Business District. Like the Skyline Building, Bookcliff Country Club is privately owned and access is gained via Horizon Drive.

C. The Skyline Building's Costs Cannot Be Passed Along to Consumers.

The Skyline Building costs of office suites. It is not a retail shopping center like a substantial majority of the members of the Horizon Drive Business District. Other businesses within the District consist of restaurants, hotels and stores. These businesses directly benefit from the beautification efforts of the District. Importantly, these businesses are located directly on Horizon Drive where the District's improvements take place. These businesses also provide service to customers and the costs associated with the District can be passed along to these business customers; however, such is not the case with Petitioner. Petitioner does not have "customers" of the Skyline building. They do not operate a service or goods business and the costs incurred by Petitioner cannot be passed along to consumers.

D. The Skyline Building's Fees to the District Limit Its Ability to Make Capital Improvements.

Since its inception, Petitioner has paid more than \$8,000 in fees, costs and/or dues to the District. These payments have precluded Petitioner from making capital improvement and other maintenance to the Skyline Building that serve to benefit, directly, the Skyline Building's tenants and those members of the general public who use the Skyline Building. For example, Petitioner would like to repair the Skyline Building parking lot; however, such costs have been prohibitive as a result of Petitioner's membership in the District.

E. The Skyline Building Does Not Directly Benefit from District Membership.

Business located directly on Horizon Drive benefit from the District's efforts at beautification. Additionally, the District's improvements provide for a more aesthetically pleasing commercial area. These improvements are beneficial to those business that directly benefit from the District.

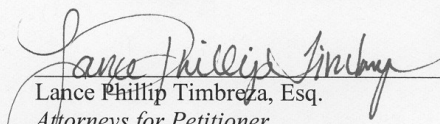
The District has not made any improvements nor has it planned to make any improvements along Horizon Court. Any benefit the Skyline Building receives are incidental to the direct benefits received by other business along Horizon Drive. Additionally, since the Skyline Building does not require customers to be "attracted" to its building or the area it does not benefit from overall improvement. The tenants of the Skyline Building also do not operate commercial or retail business. The substantial majority of the Skyline Building's tenants are involved in professional services and those tenants do not depend upon individuals being attracted to the businesses.

REQUEST FOR HEARING

For the reasons set forth in the Petition and for such additional reasons as may be presented at a public hearing, Petitioner requests a hearing, pursuant to Colorado law, for consideration of their Petition for exclusion. Petitioner submits this Petition together with the fee of \$437.50.

DATED this 4th day of June, 2008

TRAYLOR, TOMPKINS & BLACK, P.C.


Lance Phillip Timbreza, Esq.
Attorneys for Petitioner

**HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT
MINUTES OF
HEARING ON PETITION FOR EXCLUSION
FILED BY ROBERT J. ARMANTROUT AND YVONNE C. ARMANTROUT**

The Board of Directors of Horizon Drive Business Improvement District (the District) convened a special meeting at 9:00 a.m. on Wednesday, September 10, 2008 in the City of Grand Junction Auditorium, for the purposes of conducting a hearing on a "Petition for Exclusion from Horizon Drive Business Improvement District," (Petition) filed by Robert J. Armantrout and Yvonne C. Armantrout (Armantrouts).

Present at the meeting on behalf of the District were all members of the Board of Directors, Dale Reece, Patrick J. Duncan, Eileen Blanchard, Richard Tally, Merv Heinecke, Clark Atkinson and Chuck Keller.

Present at the meeting on behalf of the Armantrouts, was Robert J. Armantrout and Mr. Lance Timbreza, an attorney with the law firm of Traylor, Tompkins & Black, P.C. Mrs. Yvonne C. Armantrout was absent from the hearing.

Armantrouts received proper notice of the hearing, as did their legal counsel, and public notice was posted in the offices of the City of Grand Junction.

Mr. Dale Reece, President, chaired the hearing, which opened at 9:00 a.m. After calling the meeting to order, Mr. Reece read a recommended procedures for the meeting, to which Mr. Timbreza acknowledged his agreement.

Beginning at 9:03 a.m., Mr. Timbreza spoke on behalf of Armantrouts and presented photographs and other data for consideration by the Board, using a power point presentation. Mr. Timbreza summarized his view of the original formation of the District and then summarized the objections that Armantrouts have to remain within the boundaries of the District, including the following:

1. The Board did not disclose a budget.
2. The Board has not given notices of meetings.
3. The Board has not given notices of its projects.
4. The Armantrouts have had no input on projects in the District.
5. The Armantrouts receive no direct benefit to their property by being in the District.

Mr. Timbreza argued that the District will not be adversely affected if Armantrouts' property is excluded and that Armantrouts will be benefited by not paying the taxes assessed by the

District. Mr. Timbreza said that the location and appearance of improvements on Horizon Drive on the intersection of Interstate 70 has no favorable impact on Armantrouts, and that Armantrouts are financially unable to raise rents for the tenants in their building in order to pass along the District taxes. Mr. Timbreza ended his presentation at 9:23 a.m.

In keeping with the agreed upon hearing procedures, the Board opened the floor to comments by interested persons in attendance at the hearing.

The Board heard first from Mr. Jim Garber, Property Manager for CORE, Inc., which owns property at 715 Horizon Drive, Assessor's schedule no. 2701-363-00-121. Mr. Garber, on behalf of CORE, Inc., expressed opposition to the Petition, presented evidence that refuted some of Armantrouts' statements about Armantrouts' own tenants, and suggested that the District serves the common good of all properties located within its boundaries.

On behalf of the Board of Directors, Ms. Eileen Blanchard responded to allegations made by Armantrouts against the Board.

1. Ms. Blanchard testified that meeting notices for the District are posted in the City Council building and she offered into evidence an example of a notice of a meeting that had been posted. Exhibit A.

2. Ms. Blanchard testified that invitations to the ground breaking celebration for the Horizon Drive Gateway Improvements project had been mailed to all properties in the District and had also been hand-delivered to all such properties. She offered into evidence a color copy of the invitation. Exhibit B.

3. Ms. Blanchard testified that there had been several public meetings to develop a master plan for the District. She informed the hearing that a survey had been mailed to all owners in the District and she offered into evidence a sample of the District's Master Plan Questionnaire/Survey, dated Spring 2007. Exhibit C.

4. Ms. Blanchard testified that Cobb & Associates, a contractor that provides marketing services for the District, had called Armantrouts to obtain contact information, so that the District could be sure to keep Armantrouts informed of all notices, meetings and activities. Cobb & Associates received an uncooperative response from Mr. Armantrout and he expressed disinterest in having any involvement with the District.

5. Ms. Blanchard testified that the District's budget is filed annually with the City and with the State. She offered into evidence a cover letter from legal counsel for the District dated September 28, 2007 and a copy of the Operating Budget for fiscal year 2008. Exhibit D.

6. Ms. Blanchard testified that all members of the Board are appointed by the City and she referred to the City's website which explains how to apply to serve on the Board and the procedures for being a board member. She offered into evidence an exert from the City's website that addresses the District and its board. Exhibit E.

7. Ms. Blanchard testified that Value Enhancement Group, Inc., a Grand Junction firm of certified public accountants and business development specialists, compiles financial statements for the District, and that the financials are also posted on the District's website. She offered into evidence the financial statements and accountants' compilation report for the year ended December 31, 2007. Exhibit F.

8. Ms. Blanchard informed the hearing that the District's website also provides other substantive information about the District.

At the conclusion of Ms. Blanchard's testimony, Mr. Dale Reece asked if other persons present at the meeting wanted to address the Board. Mr. Timbreza objected to the procedure of allowing others to address the Board before Mr. Timbreza had an opportunity to do so. Mr. Timbreza asserted that before any other witnesses provided testimony to the Board, that Armantrouts should have a chance to respond to the testimony and evidence provided by Ms. Blanchard.

Accordingly, the Board granted Mr. Timbreza's request and he again addressed the Board on behalf of Mr. and Mrs. Armantrout. Mr. Timbreza denied that Armantrouts have ever received any notices from the Board and stated that the Board did not have written proofs of mailing. Secondly, Mr. Timbreza stated that Cobb & Associates did not return Mr. Timbreza's call.

At the conclusion of Mr. Timbreza's remarks, the Board asked if others present at the hearing want to address the Board. The following persons testified:

Ms. Lynn Sorley addressed the Board on behalf of the Holiday Inn, a business on Horizon Drive that owns approximately fifteen (15) acres and a hotel. Ms. Sorley informed the Board that Holiday Inn opposes the Petition. She informed the Board that she has received all notices from the Board throughout its history and has been actively involved participating in District issues. Ms. Sorley informed the Board that the Holiday Inn has five (5) tenants on its property and can easily pass along the taxes imposed by the District, for which it has never had any complaints. Ms. Sorley suggested that the strength of the District is its contiguous land, and that the Petition should be denied.

Ms. Terry Cormier addressed the Board on behalf of Rocky Mountain Health Maintenance Organization, Inc. doing business as Rocky Mountain Health Plans (RMHP). Ms. Cormier informed the Board that RMHP opposes the Petition. Like Armantrouts,

RMHP owns property in the District that does not front on Horizon Drive. It is RMHP's position that all members of the District benefit from it, regardless of the specific location of their property, and that it would be contrary to the best interests of the District to grant the Petition.

Mr. John Moss addressed the Board, as owner of property at 736 Horizon Drive on which a Taco Bell restaurant is located and as owner of 2764 Compass Drive, an office building and an adjoining parking lot, that is in the District but does not front Horizon Drive. Mr. Moss opposes the Petition. Mr. Moss testified that his office building does not front on Horizon Drive, has a similar tenant mix to that of Armantrouts, that he has owned it for approximately twenty-five (25) years, and has successfully passed along the increased cost of District taxes to his tenants. Mr. Moss observed that Armantrouts, while arguing that they could not afford to maintain their building, have in fact done a very nice remodel of their building that benefits the community.

Mr. Bill Millius addressed the Board, as owner of property located at 759 Horizon Drive. Mr. Millius opposes the Petition. Mr. Millius observed that the District is in many ways a community, and that the improvements it has completed, and that it plans to undertake, benefit everyone in the District. Mr. Millius observed that Horizon Drive is principally composed of retail services, not merchandise retailers.

Mr. Steve Myer addressed the Board as an owner of property located at 760 Horizon Drive. Mr. Myer opposes the Petition. Mr. Myer said that he echoed the comments of the persons who had already addressed the hearing. Mr. Myer is concerned that if the Board allows the Petition, it places itself on a slippery slope, such that if one owner is excluded from the District, many others may seek exclusion also. Mr. Myer believes that excluding properties from the District is not in the best interests of the District.

At the conclusion of comments by persons attending the hearing, the Board opened the meeting to discussion about the evidence that had been presented. Mr. Reece addressed the Armantrouts and informed them that the Board has always attempted to be open, transparent and available to all members, and he expects that to continue. Mr. Clark Atkinson addressed Mr. Armantrout and thanked him for his participation at the hearing. Mr. Atkinson said that the District will function best when there are collaborative efforts among all stakeholders. He informed the Armantrouts that nothing could be further from the truth to argue that they get no benefit from the efforts of the District.


At the conclusion of the open discussion by the Board, Mr. Lance Timbreza again addressed the Board and summarized points that he had made in his opening remarks and his remarks after testimony by Ms. Eileen Blanchard.

After the conclusion of Mr. Timbreza's remarks, Mr. Dale Reece asked for a vote, calling upon each member of the Board to announce their vote on the Exclusion for Petition. The vote was as follows:

<u>Name of Board Member</u>	<u>Vote on the Petition</u>
Mr. Patrick J. Duncan	Deny
Ms. Eileen Blanchard	Deny
Mr. Richard Tally	Deny
Mr. Merv Heinecke	Deny
Mr. Clark Atkinson	Deny
Mr. Chuck Keller	Deny
Mr. Dale Reece	Deny

Mr. Reece then noted that in light of the unanimous vote of the Board, the Petition is denied. Mr. Reece then concluded the hearing at 10:00 a.m.

HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT

By: 
Merv Heinecke, Secretary

I-70/Horizon Drive Interchange Landscape Project Open House

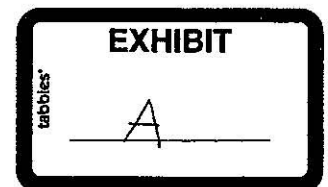
Wednesday, December 14, 2005
5 to 7 PM

Grand Junction Visitor & Convention Bureau
740 Horizon Drive

You are invited to attend our open house presentation of proposed landscape improvements at the Horizon Drive Interchange. The goal of the **I-70/Horizon Drive Interchange Landscape Project** is to improve this important gateway to the City with pedestrian walkways and lighting, signage, and enhanced landscaping. The final design of the landscape improvements is nearly complete. The City of Grand Junction and its design consultants, Carter & Burgess, will present the proposed improvements and give you the opportunity to make comments regarding the details of the design.

The design phase is scheduled to be completed by mid-January, with construction beginning in the spring of 2006.

For more information about the project, please contact D. Paul Jagim, City of Grand Junction Project Engineer, at 256-4023 or paulj@gjcity.org.



Your presence is requested

06

Horizon Drive Gateway Improvements Groundbreaking

The Horizon Drive Business Improvement District invites you to the Groundbreaking Celebration for the \$1.3 Million Dollar Horizon Drive Gateway Improvements Project.

Project enhancements will include landscaping, lighting, artwork, pedestrian walkways and more.

Concept drawings will be on display.

Tuesday, August 29th
9:30 am
Horizon Drive Exit at
Taco Bell

Bring Along Your Trowel
to help us with the groundbreaking
- we want all to participate!

This is a major accomplishment and a wonderful demonstration of how our money is being put to work.

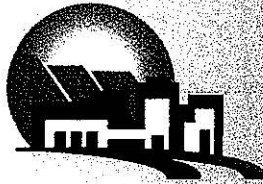


Park in the
Taco Bell lot
or across
Horizon Drive
in the Doubletree
Hotel lot.



HORIZON DRIVE
D i s t r i c t
Gateway to Grand Junction®

April 3, 2007



HORIZON DRIVE

District

Gateway to Grand Junction®

Horizon Drive BID Master Plan Questionnaire/ Survey Spring 2007

The Horizon Drive Business Improvement District (BID) seeks your help in developing a vision for our community. In order to secure the broadest input into this process, the BID is requesting your answers to the following questions. It is important to us that we hear from you! The information provided from these questionnaires will help to define the priorities and goals for the Horizon Drive BID Master Plan.

Business / Property Information:

Contact Name: _____ Owner [] or Tenant []

Email: _____

Business Name: _____

Business Address: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Owner Name: _____

Owner Address: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

What is the best way to communicate with you?

_____ Fax _____ Email _____ Phone – best time _____

Horizon Drive BID Master Plan Stakeholder Workshop

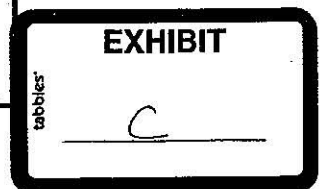
Please join us for the 1st Stakeholder Workshop to discuss potential improvements in the Horizon Business Improvement District

When: April 25th

Where: Holiday Inn on Horizon Drive

Time: 4 PM to 7 PM

Formal Presentation from 5:00 – 5:30



Horizon Drive BID Master Plan Questionnaire/ Survey

Questionnaire / Survey:

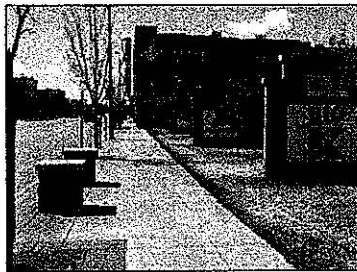
1. What are your main priorities for the District? (label top 3)

- | | |
|--|---|
| <input type="checkbox"/> Improve pedestrian safety | <input type="checkbox"/> Develop gateways |
| <input type="checkbox"/> Improve pedestrian crosswalks | <input type="checkbox"/> Develop aesthetics / theming |
| <input type="checkbox"/> Provide pedestrian recreation | <input type="checkbox"/> Introduce art |
| <input type="checkbox"/> Signage restrictions | <input type="checkbox"/> Provide displays (banners) |
| <input type="checkbox"/> Maintain business visibility | <input type="checkbox"/> Provide seating |
| <input type="checkbox"/> Provide trees | <input type="checkbox"/> Low maintenance |
| <input type="checkbox"/> Provide lighting | <input type="checkbox"/> Introduce small parks |

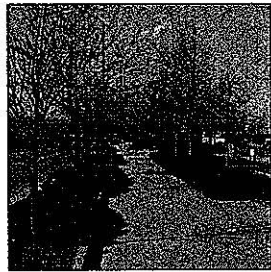
2. What is the key element that you like about the Horizon Drive BID Streetscape? _____

3. What is the key element missing in the Horizon Drive BID streetscape? _____

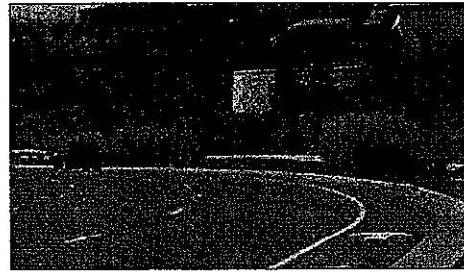
4. Identify which of the streetscape photos shown below best illustrates what you would like Horizon Drive to be like? _____



A.



B.



C.

5. Describe what elements you like about your preferred streetscape _____

Horizon Drive BID Master Plan Questionnaire/ Survey

6. Would you like to see provisions made to hang banners along Horizon Drive? Yes / No

7. Would you like to see Gateway treatments at the Horizon Drive and G Road and Horizon Drive and H Road denoting the limits of the Business Improvement District? Yes / No

8. Do you perceive the pedestrian circulation along Horizon Drive to be unsafe? Yes / No

If Yes, please explain _____

9. Would you like to see pedestrian lighting along Horizon Drive? Yes / No

10. Is the existing width of the Horizon Drive sidewalk sufficient? Yes / No

11. Would you like to maintain the tree lawn, which is the green space between the back of curb and the sidewalk? Yes / No If Yes, would you like to see a uniform landscape design applied throughout the BID? Yes / No

12. Pedestrian connections between the east side and west side of Horizon Drive have been identified as a concern of this project. Do you feel your business would benefit from an improved connection? Yes / No If yes, where would you like to see these connections?

13. Do you perceive a problem with handicap accessibility on Horizon Drive, at crosswalks, with relation to sidewalk widths or access to amenities? Yes / No If Yes, please explain.

Horizon Drive BID Master Plan Questionnaire/ Survey

14. Do you perceive a conflict between pedestrians and bicyclists on the existing walks along Horizon Drive? Yes / No

15. Do you see a need for special bicycle provisions along Horizon Drive like dedicated bike lanes or bicycle parking? Yes / No

16. Are you open to the idea of a median on Horizon Drive? Yes / No

17. Would you see benefit to design guidelines that set standards for business signage in order to increase aesthetic appeal? Yes / No

18. Would you see benefit to architectural design standards within the Business Improvement District? Yes / No

19. Do you anticipate any physical improvements / renovations to your property in the next 2 – 3 years? Yes / No If Yes, please explain? _____

20. Do you anticipate any utility improvements to your property in the next 2 – 3 years? Yes / No If Yes, please explain? _____

21. Do you anticipate any landscape improvements to your property in the next 2 – 3 years? Yes / No If Yes, please explain? _____

22. Do you desire to have street trees in front of your business? Yes / No

Horizon Drive BID Master Plan Questionnaire/ Survey

23. Would you be willing to grant an easement to have a display of public art in front of your business? Yes / No

24. Would you be willing to grant an easement for public park space adjacent to your business? Yes / No

25. Would you like to see the continuation of the existing bike path that ends south of G Road? Yes / No If Yes, where would you like to see the trail placed? _____

26. Would you be supportive of a multi-use recreational loop trail within the Business Improvement District? Yes / No If Yes, please provide examples of locations you would like to see considered for such a trail. _____

Please return the questionnaire/ survey by April 12th

For questions pertaining to this survey or the Horizon Drive BID Master Plan please contact Richard Tally at (970) 261-7758. The information you have provided will help make a difference in improving the Horizon Drive Master Plan. The results of this survey will be summarized and presented at the Stakeholder Workshop being held on April 25. Thank you for completing the survey. Please return it in the enclosed postage-paid envelope to:

Carter & Burgess
Attention: Jennifer Merer
707 17th Street Suite 2300
Denver, CO 80202

CASTOR & ASSOCIATES, PC

ATTORNEYS AT LAW

**DENVER
GRAND JUNCTION**

743 HORIZON COURT, SUITE 204
GRAND JUNCTION, COLORADO
81506

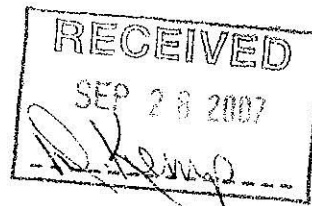
970.242.9012
970.245.1730 FAX

Douglas E. Briggs, Attorney
dbriggs@castorlaw.com

September 28, 2007

VIA HAND DELIVERY

Ms. Stephanie Tuin
City Clerk
CITY OF GRAND JUNCTION
250 North 5th Street
Grand Junction, CO 81501



RE: Horizon Drive Business Improvement District

Dear Ms. Tuin:

Pursuant to Section 31-25-1211, C.R.S., please find enclosed Horizon Drive Business Improvement District's proposed year 2008 Budget and Service and Operating Plan.

Also enclosed is a copy of the Mesa County Assessor's Certification of Valuations for the District dated August 25, 2007.

If you have any questions, please give me a call. Thank you.

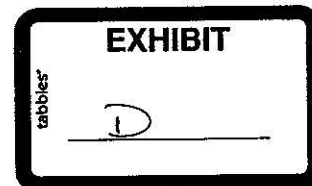
Sincerely,

CASTOR & ASSOCIATES, P.C.


Douglas E. Briggs

Enclosures

cc Richard Tally, President Horizon Drive BID (w/enclosures)



HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT

Operating Budget for Fiscal Year 2008

Current Fund Balance 09/30/2007	\$394,941	
Less Reserve For 2007 Obligations:	<u>(92,500)</u>	
Beginning Fund Balance 01/01/2008		\$302,441
Tax Revenues		180,000
Interest Income		<u>1,000</u>
Total Funds Available		483,441
Expenditures		
Administrative		
Insurance	1,500	
Professional Services	10,000	
Marketing & Communications	18,000	
Clerical/Administrative	<u>3,500</u>	33,000
Horizon Drive/I70 Improvement Payment**		57,000
Long Term Planning, Design & Improvement Projects		<u>390,000</u>
Ending Fund Balance		<u><u>\$3,441</u></u>

**Third of five annual payments to City of Grand Junction for Horizon Drive/I70 Improvements

Horizon Drive Association Business Improvement District

Service and Operating Plan 2008

Introduction

In the year 2007, the Horizon Drive Business Improvement District began investing in its future. After months of planning and consultation with cooperating government agencies, including the City of Grand Junction and the Colorado Department of Transportation, work has been substantially completed on major improvements to the I-70/Horizon Drive interchange.

The Board of Directors continues to operate the District conservatively regarding expenditures for administrative, staff, offices and other non-capital expenses. As such, the District's focus will be on careful evaluation of capital projects and other direct investment in the District, rather than administrative development. This is reflected in the attached budget. In the future, it is anticipated that administrative expenditures will necessarily increase. But the Board is committed to primary dedication of the District's funds toward direct capital improvements to the District.

In accordance with the Board's stated objectives, the District adopts the following general Service and Operating Plan:

Goals and Objectives:

- Improve communication amongst businesses in the district
- Work together for a common goal
- Beautification
- Signage
- Coordinating holiday presentation
- Improve entrances to Grand Junction
- Serve as an ambassador to the City, County, and other organizations
- Represent the District in decisions that may impact the area

Services and Improvements Offered by the District:

- Liaison for its constituencies to the City of Grand Junction on improvement projects to the District.
- Improve the communications throughout the district.
- Enhance the District with long range planning of improvements.
- Be accessible to constituents for questions on various issues that may arise.
- Represent the District in decisions that may impact the area..
- The district is allowed to make and contemplates a broad range of public improvements

including but not limited to: streets, sidewalks, curbs, gutters, pedestrian malls, streetlights, drainage facilities, landscaping, decorative structures, statuary, fountains, identification signs, traffic safety devices, bicycle paths, off-street parking facilities, benches, rest rooms, information booths, public meeting facilities, and all incidental including relocation of utility lines.

Governance of the District:

- New Board of Directors are appointed by Grand Junction City Council.
- Board of Directors appoints management staff in accordance with District bylaws.

Powers of the District:

- The power to sue and be sued, to enter into contracts and incur indebtedness, to issue bonds subject to statutory authority.
- To consider and, if deemed necessary, provide services within the district including but not limited to:
 - * management and planning
 - * maintenance of improvements, by contract if necessary
 - * promotion or marketing
 - * organization, promotion and marketing of public events
 - * activities in support of business recruitment, management and development
 - * snow removal or refuse collection
 - * provide design assistance
- To acquire, construct, finance, install, and operate public improvements and to acquire and dispose of real and personal property.
- To refund bonds of the district.
- To have management, control and supervision of business affairs of the district.
- To construct and install improvements across or along any public street, alley or highway and to construct work across any stream or watercourse.
- To fix, and from time to time increase or decrease, rates, tolls, or charges for any services or improvements. Until paid, such charges become a lien on commercial property in the district, and such liens can be foreclosed like any other lien on real or personal commercial property.
- The power to levy taxes against taxable commercial property.
- See the attached Bylaws of the Horizon Drive Business Improvement District.

CERTIFICATION OF VALUATION

NAME OF JURISDICTION HORIZON DRIVE BUSINESS IMPROVEMENT DIST NEW DISTRICT YES X NO
IN MESA COUNTY ON August 25 2007 ARE:

USE FOR STATUTORY CALCULATION (5.5 LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2) AND 39-5-128(1), C.R.S., THE TOTAL ASSESSED VALUATIONS FOR THE TAXABLE YEAR 2007 ARE:

Table with 2 columns: Description and Amount. Rows include: PREVIOUS YEAR'S NET TOTAL ASSESSED VALUATION: \$ 32,250,000; CURRENT YEAR'S GROSS TOTAL ASSESSED VALUE: \$ 42,923,590; LESS TIP DISTRICT INCREMENT, IF ANY: \$ N/A; CURRENT YEAR'S NET TOTAL ASSESSED VALUATION: \$ 42,923,590; NEW CONSTRUCTION *: \$ 326,023; INCREASED PRODUCTION OF PRODUCING MINE: \$ N/A; ANNEXATION/INCLUSIONS: \$ 0; PREVIOUSLY EXEMPT FEDERAL PROPERTY: \$ 0; NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY OIL AND GAS LEASEHOLD OR LAND: \$ 0; TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1: \$ 0; TAXES ABATED AND REFUNDED AS OF AUG. 1: \$ 0.

* This value reflects personal property exemptions if enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

*New construction is defined as: Taxable real property structures and the personal property connected with the structure.

▲ Jurisdiction must submit a certification (Form DUC 52 & 52A) to the Division of Local Government in order for a value to be counted as growth in the calculation.

⊕ Jurisdiction must apply Form DUC 52B to the Division of Local Government before the value can be counted as growth in the calculation.

USE FOR "TABOR LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH THE PROVISION OF ART. X, SEC 20, COLO. CONS., THE ACTUAL VALUATION FOR THE TAXABLE YEAR 2007 ARE:

Table with 2 columns: Description and Amount. Rows include: CURRENT YEAR'S VALUE OF ALL REAL PROPERTY: \$ 135,878,226; ADDITIONS TO TAXABLE REAL PROPERTY: CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: \$ 1,124,280; ANNEXATIONS/INCLUSIONS: \$ 0; INCREASED MINING PRODUCTION: \$ 0; PREVIOUSLY EXEMPT PROPERTY: \$ 0; OIL OR GAS PRODUCTION FROM A NEW WELL: \$ 0; TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: \$ 0; DELETIONS FROM TAXABLE REAL PROPERTY: DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: \$ 0; DISCONNECTION/EXCLUSION: \$ 0; PREVIOUSLY TAXABLE PROPERTY: \$ 0.

¥ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

⊕ Construction is defined as newly constructed taxable real property structures.

£ Inclusion production from a new mine and increase in production of an existing producing mine.

USE FOR SCHOOL DISTRICTS ONLY

NOTE: No later than August 25, the Assessor shall certify the TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY to SCHOOL DISTRICTS, (39-5-128(1), C.R.S.) \$

NOTE: All Levies Must Be Certified To The Board of County Commissioners NO LATER THAN DECEMBER 15, 2007 DUC-57 (Rev 6-00)



Gregg Palmer, Mayor Teresa Coons Bruce Hill Linda Romer Todd Jim Doody Bonnie Beckstein

City Council	Contact Us	Convention	Hot Topics	Jobs	News	Recreation
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City Services

Search:

City Departments

Horizon Drive Association Business Improvement District Board

Directors must be electors of the District. Appointments are made by the City Council of the City of Grand Junction .

The function of the Horizon Drive Association Business Improvement District Board of Directors is to take such actions and perform such duties as are required of the operations of the District. The district is allowed to make and contemplate a broad range of public improvements including but not limited to: streets, sidewalks, curbs, gutters, pedestrian malls, streetlights, drainage facilities, landscaping, decorative structures, statuary, fountains, identification signs, traffic safety devices, bicycle paths, off-street parking facilities, benches, rest rooms, information booths, public meeting facilities and all incidental including relocation of utility lines. The District may provide services within the district including but not limited to: management and planning, maintenance of improvements, by contract if necessary, promotion or marketing, organization, promotion and marketing of public events, activities in support of business recruitment, management and development, snow removal or refuse collection and provide design assistance. The Board meets as needed.

You may apply to serve on this board by submitting a letter of interest accompanied by an application and brief resume addressed to the Grand Junction City Council, c/o the City Clerk, 250 N. 5th Street, Grand Junction, CO 81501. [\(click here for application\)](#)

Board Members:

Richard Tally - Term: 04-21-04 through 04-30-10*

Chuck Keller - Term: 01-02-08 through 04-30-12*

Merv Heinecke, Secretary- Term: 11-05-07 through 04-30-12*

Dale Reece, President - Term: 04-21-04 through 04-30-10*

Eileen Blanchard, VP - Term: 04-05-05 through 04-30-10*

Patrick Duncan, Treasurer - Term: 01-02-08 through 04-09

Clark Atkinson - Term: 01-02-08 through 04-09

More information at

[Airport Authority](#)

[Avalon Theatre Advisory Committee](#)

[Building Code Board of Appeals](#)

[City Youth Council](#)

[Commission on Arts and Culture](#)

[Downtown Development Authority/Downtown Grand Junction Business Improvement District](#)

[Forestry Board](#)

[Historic Preservation Board](#)

[Horizon Drive Association Business Improvement District Board](#)

[Housing Authority](#)

[Parks & Recreation Advisory Board](#)

[Parks Improvement Advisory Board](#)

[Planning Commission](#)

[Public Finance Corporation](#)

[Ridges Architectural Control Committee](#)

[Riverfront Commission](#)

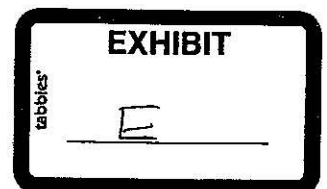
[Riverview Technology Center](#)

[Urban Trails Committee](#)

[Visitor & Convention Bureau Board of Directors](#)

[Volunteer Boards and Commissions](#)

[Zoning Board of Appeals](#)



*Re-appointed, not first term

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VALUE ENHANCEMENT GROUP, INC.

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS DEVELOPMENT SPECIALISTS

Karl Pfeiffer, CPA

Bruce Dwire, CPA

2754 COMPASS DRIVE, SUITE 240
GRAND JUNCTION, COLORADO 81506

Phone: 970-241-8633

Toll Free: 866-212-1216

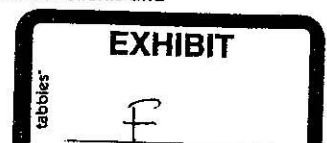
FAX: 970-241-7211

HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT

Financial Statements and
Accountants' Compilation Report
For the Year Ended December 31, 2007

Value Enhancement Group, Inc.

Value Enhancement Group, Inc. is committed to providing a total business and financial management service to our clients and associates, giving them the opportunity to identify, develop and achieve their goals.



HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT

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Statement of Revenue, Expenses and Changes in Fund Net Assets	3
Statement of Cash Flows	4
Notes to Financial Statements	5-6

VALUE ENHANCEMENT GROUP, INC.

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS DEVELOPMENT SPECIALISTS

2754 COMPASS DRIVE, SUITE 240

Phone: 970-241-8633

Karl Pfeiffer, CPA

GRAND JUNCTION, COLORADO 81506

Toll Free: 866-212-1216

Bruce Dwire, CPA

FAX: 970-241-7211

Board of Directors
Horizon Drive Business Improvement District
Grand Junction, CO

We have compiled the accompanying statement of net assets of Horizon Drive Business Improvement District as of December 31, 2007, and the related statements of revenue, expenses and changes in fund net assets, and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Value Enhancement Group, Inc.

Value Enhancement Group, Inc.
March 20, 2008

Value Enhancement Group, Inc.

Value Enhancement Group, Inc. is committed to providing a total business and financial management service to our clients and associates, giving them the opportunity to identify, develop and achieve their goals.

HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT
STATEMENT OF NET ASSETS
As of December 31, 2007

ASSETS

CURRENT ASSETS

Cash in banks \$ 368,336

TOTAL ASSETS \$ 368,336

NET ASSETS

Unrestricted \$ 197,336

Restricted 171,000

TOTAL NET ASSETS \$ 368,336

See accompanying notes to financial statements and accountants' report.

HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT
STATEMENT OF REVENUE, EXPENSES AND CHANGES IN FUND NET ASSETS
For the Year Ended December 31, 2007

OPERATING REVENUE	\$ 189,847
OPERATING EXPENSES	
Accounting fees	1,050
I-70 Horizon Drive Interchange Landscape Improvements Project contribution	57,000
Legal fees	1,974
Meals	317
Post office box	92
Professional services	67,866
Travel & lodging	275
Total Operating Expense	<u>128,574</u>
Net Income from Operations	61,273
NON-OPERATING REVENUE	
Interest income	<u>10,370</u>
NET INCOME	71,643
Total Fund Net Assets - Beginning	<u>296,693</u>
Total Fund Net Assets - Ending	<u><u>\$ 368,336</u></u>

See accompanying notes to financial statements and accountants' report.

HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2007

INCREASE IN CASH & CASH EQUIVALENTS	
CASH FLOW FROM OPERATING ACTIVITIES	
Cash received	\$ 189,847
Cash payments	<u>(128,574)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	61,273
CASH FLOW FROM INVESTING ACTIVITIES	
Interest income	<u>10,370</u>
NET INCREASE IN CASH & CASH EQUIVALENTS	71,643
CASH - Beginning of year	<u>296,693</u>
CASH - End of year	<u>\$ 368,336</u>

See accompanying notes to financial statements and accountants' report.

HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2007

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

HISTORY AND ACTIVITY

The Horizon Drive Business Improvement District operates as a special district formed in 2005. The purpose of the district is to improve and maintain the Horizon Drive corridor.

The accounting policies of the Horizon Drive Business Improvement District conform to generally accepted accounting principles. The following is a summary of such significant policies.

BASIS OF PRESENTATION – FUND ACCOUNTING

The operations of the District are accounted for as an enterprise fund. Enterprise funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body had decided that periodic determination of revenues earned, expenses incurred, an/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purpose.

BASIS OF ACCOUNTING

The District uses the accrual basis of accounting. Revenues are recognized when earned, and expenses are recognized when incurred. Operating revenues and expenses generally result from providing services in connection with the District's principal ongoing operations. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

USE OF ESTIMATES

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 – CASH AND INVESTMENTS

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories; eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to the aggregate uninsured deposits.

HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2007

NOTE 2 – CASH AND INVESTMENTS - continued

Deposits are categorized to give an indication of risk assumed by the government at the end of the year. Category 1 includes deposits that are insured, Category 2 includes collateralized deposits held by the pledging institution's department or agent in the District's name, and Category 3 included uncollateralized, uninsured deposits. At year end, the balance of the District's deposits were \$381,403, of which \$100,000 was covered by federal depository insurance and \$281,403 was collateralized under PDPA.

NOTE 3 – RESTRICTED NET ASSETS

The District and the City of Grand Junction have a memorandum of agreement where the District is obligated to pay \$57,000 a year for the renovation of the I-70 and Horizon Drive interchange, the funds were due starting on July 1, 2006 annually thereafter through 2010. The remaining balance of \$171,000 is reported as restricted net assets on the statement of net assets.

Attach 3

**Contract to Purchase Property at 310 S. 7th Street
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
Subject	Contract to purchase property at 310 S. 7 th Street		
File #			
Meeting Day, Date	Monday, November 3, 2008		
Placement on the Agenda	Consent <input checked="" type="checkbox"/>	<input type="checkbox"/>	Individual <input type="checkbox"/>
Date Prepared	October 29, 2008		
Author Name & Title	Mary Lynn Kirsch, Paralegal		
Presenter Name & Title	John Shaver, City Attorney		

Summary: City staff has negotiated with the owner of 310 S. 7th Street, JoAnn Mills, for purchase of the property. The negotiations have been successful and a purchase contract for \$167,000.00 has been signed by both parties.

Budget: This purchase is a City Council authorized expenditure.

Action Requested/Recommendation: Adopt resolution ratifying the purchase contract and allocate the funds necessary to pay the purchase price and all costs and expenses necessary for the City's performance under the terms of the contract.

Attachments: Resolution

Background Information: City staff believes it would be in the City's best interests to acquire the property for municipal purposes, more particularly, for consideration and use for a public safety building.

RESOLUTION NO. _____ -08

**A RESOLUTION RATIFYING THE CONTRACT TO PURCHASE
REAL PROPERTY LOCATED AT 310 S. 7th STREET, GRAND JUNCTION**

Recitals.

On October 28, 2008, the City Manager signed an agreement to purchase the property located at 310 S. 7th Street, Grand Junction, Colorado, from JoAnn Marie Mills, the owner of the property. The execution of the contract by the City Manager and the City's obligation to proceed under its terms and conditions was expressly conditioned upon and subject to the formal ratification, confirmation and consent of the City Council.

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

The City, by and through the City Council and the signature of its President, does hereby ratify the terms, covenants, conditions, duties and obligations to be performed by the City in accordance with the contract and allocates funds to pay the Purchase Price and all other costs and expenses necessary to perform under the contract.

PASSED and ADOPTED this ____ day of _____, 2008.

President of the Council

Attest:

City Clerk

Attach 4

**Ratify Lease Agreement with Pikes Peak Television, Inc. (KJCT)
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
Subject	Ratify Lease Agreement with Pikes Peak Television, Inc. (KJCT)		
Meeting Day, Date	Monday, November 3, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	October 9, 2008		
Author Name & Title	Mary Lynn Kirsch, Paralegal		
Presenter Name & Title	John Shaver, City Attorney		

Summary: The City owns real property on Grand Mesa, known as the Sommerville Ranch, which has been used, leased and occupied by various television and broadcasting entities since 1978 to operate television and radio transmitting equipment and facilities. The City and the current tenant, Pikes Peak Television, Inc. wish to update their current Lease Agreement and renew the lease for subsequent terms.

Action Requested/Recommendation: Ratify the City Manager's signature and approve the Lease Agreement and Resolution.

Attachments: Resolution
Lease Agreement

Background Information: The current Lease Agreement dates back to October, 1978 and was between the Sommerville Cattle Company and Pikes Peak Broadcasting. Since that time, the City has acquired the Sommerville property and Pikes Peak Television has acquired Pikes Peak Broadcasting. Lease terms in the original Lease Agreement are outdated and need to be updated and simplified. A new Lease Agreement has been negotiated and agreed to by both parties. The Lease must be ratified by City Council in order for the Agreement to be binding.

Staff recommends approval of the Lease. The general terms of the Lease are:

- 1) Term. Basic term is ten (10) years; subsequent ten (10) year extension terms may be granted by the City if Tenant complies with all terms of the Lease.
- 2) Lease Payment. First 5 years of the basic term = \$4,216.28; next 5 years = \$4,637.91. Lease payments for subsequent terms will increase 10%.

RESOLUTION NO. _____ -08

**A RESOLUTION AUTHORIZING AND RATIFYING A NEW LEASE AGREEMENT
BETWEEN THE CITY OF GRAND JUNCTION AND PIKES PEAK TELEVISION, INC.**

Recitals:

The City is the owner of certain real property in the County of Mesa, State of Colorado, located on the Grand Mesa. The land is commonly known as the Sommerville Ranch. Pikes Peak Television desires to lease a small area of the ranch referred to in the Lease Agreement as "the Property" for use as a broadcast/transmitting site.

The Property has been used, leased and occupied without cessation by various entities since 1978 as a television and radio broadcast transmitting site. Tenant presently owns and operates the television and radio transmitting tower, transmission building and associated equipment, cable and facilities located on, along, over and upon the Property and desires to continue to lease the Property from the City for the sole purposes of operating, maintaining and repairing Tenant's Property and related appurtenances.

The City has agreed to lease the Property to Tenant and Tenant has agreed to lease the Property from the City, pursuant to the terms, covenants and conditions of this Lease.

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

The City Manager is hereby authorized, on behalf of the City and as the act of the City, to execute and enter into the attached Lease Agreement with Pikes Peak Television, Inc.

PASSED AND APPROVED this ____ of _____, 2008.

Gregg Palmer
President of the Council

ATTEST:

Stephanie Tuin
City Clerk

LEASE AGREEMENT

THIS Lease Agreement ("**Lease**") is made and entered into as of this ____ day of _____, 2008, by and between **the City of Grand Junction**, a Colorado home rule municipality, 250 N. 5th Street, Grand Junction, CO, 81501 ("Landlord" or "City") and **Pikes Peak Television, Inc.**, 8 Foresight Circle, Grand Junction, CO 81505 ("Tenant").

Recitals

A. The City is the owner of certain real property in the County of Mesa, State of Colorado, as described on **Exhibit A**, attached hereto and incorporated herein by reference. Said real property, together with the access road for ingress, egress and utilities purposes described on said **Exhibit A**, are hereinafter collectively referred to as "the Property".

B. The Property has been used, leased and occupied without cessation by various entities since 1978 as a television and radio broadcast transmitting site. Tenant presently owns and operates the television and radio transmitting tower, transmission building and associated equipment, cable and facilities (collectively, "Tenant's Property") located on, along, over and upon the Property and desires to lease the Property from the City for the sole purposes of operating, maintaining and repairing Tenant's Property and related appurtenances.

C. The City has agreed to lease the Property to Tenant and Tenant has agreed to lease the Property from the City, pursuant to the terms, covenants and conditions of this Lease.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants, conditions and restrictions contained herein, the parties agree as follows:

1. Grant of Lease. The City hereby leases the Property to Tenant and Tenant hereby accepts and leases the Property from the City, for the term stated in Section 3 and subject to each and every other term, covenant, condition and restriction stated in this Lease.

2. Reservations from Lease. The City retains and reserves unto itself:

a. all oil, gas, coal and other minerals and mineral rights underlying and/or appurtenant to the Property;

b. all water and water rights, ditches and ditch rights, appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purposes;

c. all rights to grant, sell, bargain and convey ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements; and

d. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for any conveyance in lieu of condemnation. Tenant hereby assigns and transfers to the City any claim it may have to compensation for damages as a result of any condemnation, except for compensation for damages of Tenant's Property actually so taken.

The City may exercise its rights with respect to the property interests so reserved so long as the exercise of those rights does not unreasonably interfere with Tenant's use and quiet enjoyment of the Property for the purposes set forth in this Lease.

3. Term of Lease. The term of this Lease shall be for a period of ten (10) years (the "Basic Term"), commencing on January 1, 2009 (the "Commencement Date") and continuing through December 31, 2019, on which date this Lease shall expire unless this Lease is extended pursuant to the provisions of Section 4 or unless this Lease is otherwise terminated as herein provided. The term "Lease Year" shall mean a period of twelve (12) successive calendar months following each anniversary of the Commencement Date.

4. Option to Extend Lease. If Tenant performs as required pursuant to this Lease, the City hereby gives and grants to Tenant an option to extend this Lease for four (4) additional ten (10) year period(s) (each, an "Extension Term"). If this Lease is extended for an Extension Term, the Extension Term shall be upon the same terms and conditions of this Lease or upon other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Tenant's option for an Extension Term, Tenant shall give written notice to the City of Tenant's desire and intention to exercise Tenant's option to extend not less than ninety (90) days prior to the expiration of the Basic Term or the then existing Extension Term, as appropriate.

5. Lease Amount. Tenant agrees to pay to the City, at the address of the City as set forth in Section 16.2 or at such other address as the City may from time to time designate in writing, an annual Lease payment for the use of the Property as set forth herein.

5.1 The annual Lease payment for the first five (5) Lease Years during the Basic Term shall be in the amount of Four Thousand Two Hundred Sixteen and 28/100 Dollars (\$4,216.28), and for each of the next five (5) Lease Years of the Basic Term the annual Lease payment shall be in the amount of Four Thousand Six Hundred Thirty-Seven and 91/100 Dollars (\$4,637.91). The annual Lease payment for the first five (5) Lease Years during an Extension Term shall be ten percent (10%) greater than the annual Lease payment during the immediately preceding five Lease Years and the annual Lease payment during the last five (5) years of an Extension Term shall be ten percent (10%) greater than the annual Lease payment during the first five (5) years of such Extension Term.

5.2 All Lease payments shall be due and payable on or before January 1 of each Lease Year without demand by the City. In the event Lease payments are not received on or before January 10 of each Lease Year, Tenant agrees to pay a late charge of \$100.00 for each and every day following January 1 of each Lease Year, which late charge shall be added to the amount of lease payment due. This Lease, at the option of the City, shall automatically terminate, and the City may immediately retake possession of the Property, if the specified Lease payments are not received by the City on or before January 30 of each Lease Year.

6. Use and Condition of Property.

6.1 During the Basic Term and any Extension Term of this Lease, Tenant agrees to use the Property solely for the purpose of installing, constructing, operating and maintaining television, radio, cable, microwave, telephone and cellular broadcast, transmission and retrieval equipment and appurtenances related thereto. Tenant's use and occupancy of the Property shall be subject to the rules, rulings and regulations of any governmental authority having jurisdiction over Tenant or

the Property, either now in effect or hereinafter enacted, including, but not limited to, the Federal Communications Commission ("FCC"), the State of Colorado and the County of Mesa. Tenant shall not use or permit the Property to be used for any other purpose or in any manner contrary to the laws, ordinances or regulations of any such governmental authority.

- 6.2** Prior to the installation or construction of additional facilities and/or improvements upon the Property, Tenant shall obtain the City's written approval of all plans for additional facilities and/or improvements to be constructed upon the Property by Tenant, which approval shall not be unreasonably withheld, conditioned or delayed. Such additional facilities and/or improvements shall become part of Tenant's Property. It is the City's desire that the Property and the improvements to be installed thereon by Tenant will be reasonably compatible with the landscape of the City's adjacent property. To this end, Tenant agrees to comply with all reasonable requirements with the City may impose on Tenant, including, but not limited to, colorings and aesthetics for equipment and facilities (except as required by the FCC or the FAA), transmitters, landscape improvements, building materials and fencing materials. If, for whatever reason, the City does not approve of Tenant's plans, Tenant may terminate this Lease. In such event, Tenant shall vacate the Property in accordance with the provisions of Section 19 of this Lease.
- 6.3** Tenant shall not commit nor permit waste, damage or injury to the Property.
- 6.4** Tenant's use of the access road is non-exclusive. The City shall have the joint right to use said access road and the City may further authorize third parties to use said access road. Should Tenant ever be denied access to the Property by any person or entity holding rights to the access roads and such denial of access continues for more than ten (10) consecutive days, Tenant shall have the right to terminate this Lease upon written notice to the City.
- 6.5** Subject to Section 6.6. below, Tenant shall maintain and repair all aspects of the Property at Tenant's sole cost and expenses, including but not limited to, fences, security devices, the appearance and structural integrity of any improvements and landscaping, in good order, good appearance, condition and repair and in a clean, sanitary, orderly and safe condition. The City shall not be obligated nor required to repair damages to any portion or aspect of the Property, nor to provide access, even if such damages are caused by or result from operations occurring on adjacent lands owned by the City, unless such damages are caused by the City and not covered by insurance maintained by Tenant. Subject to Force Majeure Events (as defined in Section 19 below), if Tenant refuses or neglects to commence repairs or perform maintenance work required under the terms hereof to be performed or paid for by the Tenant within thirty (30) days after written demand by the City or any other governmental authority, or fails to complete such repairs or perform such maintenance within a reasonable time thereafter, the City may enter upon the Property and make such repairs or perform such maintenance without liability to the Tenant's operations by reasons thereof, and if the City makes such repairs or performs such maintenance, Tenant shall pay to the City, on demand, as additional rent, the cost thereof with interest at the rate of fifteen percent (15%) per annum from the date of payment by the City for such repairs or maintenance work until paid in full by the Tenant. Any repairs made or maintenance performed by Tenant or the City, subject to Force Majeure Events, shall be completed expeditiously.

6.6 Tenant has inspected the Property and accepts the Property in its present condition. Tenant agrees that the condition of the Property is sufficient for the purposes of the Tenant. If the Property deteriorates or is damaged due to fire, flood, or other casualty not caused by the City, to the extent where it is no longer functional for the purposes of the Tenant, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at the Tenant's own risk, provided, however, that in the event the Property is damaged or deteriorates to the extent where it is no longer functional for the purposes of the Tenant, the Tenant may, at its option, terminate this Lease by giving notice to the City that this Lease is to be terminated. Termination shall be effective thirty (30) days following the date of the notice of termination.

6.7 The City makes no representations or warranties regarding any hazardous, toxic or regulated substances on, under or about the Property, except to the extent that the City states that it has not deposited or cause to be deposited on, under or about the Property any hazardous, toxic or regulated substances.

7. Additional Fees and Charges. In addition to making Lease payments, Tenant shall arrange and pay for, when due:

7.1 all costs and expenses, including but not limited to, deposits, user fees, interest and penalties, for utilities furnished to the Property, including but not limited to, all electricity, natural gas, water, sewer, cable and telephone services, trash and recyclables disposal;

7.2 all general real property and personal property taxes and all special assessments of any kind levied against the Property during the term of this Lease.

8. Insurance. Tenant shall purchase and at all times maintain in effect commercial general liability which will protect the City, its officers, employees and agents from liability in the event of loss of life, personal injury or property damage, suffered by any person or persons on, about or using the Property, including Tenant and employees, agents, licensees and guests of Tenant. Such insurance policy shall have terms and amounts approved by the Risk Manager of the City. Such insurance shall not be cancellable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of One Million Dollars (\$1,000,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "the City of Grand Junction, its officers, employees and agents" as additional insureds. If a policy approved by the Risk Manager of the City is not at all times in full force and effect, this Lease shall automatically terminate.

9. Nonliability of the City for Damage.

9.1 The City shall not be liable for liability or damage claims for injury to persons or property, including property of Tenant, from any cause relating to the occupancy and use of the Property by Tenant, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the term of this Lease or any extension thereof nor for any injury or damage to any property of Tenant, unless such liability or damage is caused by the willful misconduct of the City and is not covered by the insurance to be maintained by Tenant under this Lease or any insurance maintained by Tenant. Tenant shall indemnify the City, its officers, employees

and agents, and hold the City, its officers, employees and agents, from all liability, loss or other damage claims or obligations resulting from any injuries, including death, or losses of any nature caused by Tenant or its employees and agents.

- 9.2** The City shall not be liable to Tenant for any damages or any loss of profits or loss of opportunities claimed by Tenant or for interruption of Tenant's business or operations resulting from fire, the elements, casualty of any kind or the temporary closure of any public highway providing access to and from the Property.

10. Modifications, Alterations or Additions. No modifications, alterations or additions of improvements upon the Property, shall be performed by Tenant without the express written consent of the City first being obtained, which consent shall not be unreasonably withheld, conditioned or delayed.

11. Pledges. Tenant shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security its interest in any of the Property, without the express written consent of the City first being obtained, which consent shall not be unreasonably withheld, conditioned or delayed.

12. Hazardous Substances.

12.1 The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is:

- a. defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority;
- b. a petroleum hydrocarbon, including but not limited to, crude oil or any fraction thereof, hazardous, toxic or reproductive toxicant;
- c. regulated pursuant to any law;
- d. any pesticide or herbicide regulated under state or federal law.

The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, applicable to Tenant or the Property and pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

12.2 Tenant shall not cause or permit to occur by Tenant and/or Tenant's agents, guests, invitees, contractors, licensees or employees:

- a. any violation of any Environmental Law on, under or about the Property or arising from Tenant's use and occupancy of the Property, including but not limited to, air, soil and groundwater conditions; or

- b. the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance, in violation of any Environmental Law, either now in force or hereinafter enacted.

13. Environmental Clean-Up.

13.1 The following provisions shall be applicable to Tenant and to Tenant's agents, guests, invitees, contractors, licensees and employees with respect to the Property:

- a. Tenant shall, at Tenant's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;
- b. Tenant shall, at Tenant's sole cost and expense, make all submissions to provide all information required by and/or comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.
- c. Should any Authority or the City demand that a clean-up be prepared and that a clean-up be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances by Tenant on, under or about the Property, Tenant shall, at Tenant's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Tenant shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.
- d. Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Tenant fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Tenant's behalf and in such case, Tenant shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Tenant's obligations hereunder.
- e. Tenant's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

13.2 Tenant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances on or from the Property and the violation of any Environmental Law and other applicable law by Tenant and/or Tenant's agents, guests, invitees, contractors, licensees and employees that occur with respect to the Property during the term

of this Lease or any extension thereof, or from Tenant's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Tenant's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

14. Default, Sublet, Termination, Assignment.

14.1 Should Tenant:

- a. default in the performance of its agreements or obligations herein and any such default continue for a period of ninety (90) days after written notice thereof is given by the City to Tenant; or
- b. abandon or vacate the Property; or
- c. be declared bankrupt, insolvent, make a general assignment for the benefit of creditors, or if a receiver is appointed, for all or substantially all of Tenant's assets;

the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Tenant of any covenant or agreement to be performed by Tenant. Upon reentry, the City may remove the property and personnel of Tenant and store Tenant's property in a warehouse or at a place selected by the City, at the expense of Tenant and without liability to the City. Any such reentry shall not work as forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Tenant for the full term of this Lease; and upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Tenant with the rent obtained after deducting the costs reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion or any other rights or remedies which the City may have against Tenant, including but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

14.2 Except as otherwise provided for (automatic and immediate termination), if Tenant is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving ninety (90) days written notice. If the Tenant fails within any such ninety (90) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Tenant remedies such default, Tenant shall not thereafter have the right of ninety (90) days (to remedy) with respect to a similar subsequent default, but rather, Tenant's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

14.3 Tenant shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees and agents of Tenant, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City, which consent shall not be unreasonably

withheld, conditioned or delayed. In the event of an assignment of this Lease or sublease, Tenant shall not be released from its obligations and duties under this Lease and this Lease shall remain in full force and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease or occupation by any other party. Any unauthorized assignment, sublease or permission to occupy by Tenant shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Tenant in this Lease is not assignable by operation of law without the formal approval and ratification by the City Council of the City. Notwithstanding anything in this Section to the contrary, Tenant shall have the right, without the City's consent, to assign this Lease or sublet the Property or portions thereof to any entity that is controlled by Tenant, is under common control with Tenant or which controls Tenant. Upon written consent from the City, which consent shall not be unreasonably withheld or delayed, Tenant may lease space on the tower and in the transmitter building for the receiving and/or transmitting of radio, television, cable, microwave and cellular signals.

- 14.4** This Lease is not intended to and shall in no way preclude the City from actively marketing the Property for sale or exchange, whether through the efforts of the City, a real estate broker or any other person, nor shall this Lease prevent the City from selling, exchanging or conveying the Property to any other party; provided, however, that in the event any such sale, exchange or conveyance is made during the term of this Lease, such sale, exchange or conveyance shall be made subject to Tenant's leasehold interest in the Property. In the event of the voluntary or involuntary transfer of the City's interest in the Property, Tenant will attorn to the transferee of, or successor to, the City's interest in the Property, and recognize such transferee or successor as Landlord under this Lease if such transferee agrees to assume and perform the City's obligations under this Lease that accrue from and after the date of the transfer.

15. Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. The City and Tenant agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

16. Notices.

- 16.1** All notices to be given with respect to this Lease shall be writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or courier service, as follows:

To the City: City of Grand Junction
Attn: John Shaver, City Attorney
250 N. 5th Street
Grand Junction, CO 81501-2668
Fax: 970-244-1456

To Tenant: KJCT News 8
c/o Kristy Santiago, General Manager
8 Foresight Circle
Grand Junction, CO 81505
Fax: 970-245-8249

All notices shall be deemed given:

- a. if sent by mail, when deposited in the mail;
- b. if delivered by hand or courier service, when delivered; or
- c. if transmitted by facsimile, when transmitted.

The parties may, by notice as provided above, designate a different address to which notice shall be given.

- 16.2** All Lease payments paid by Tenant to the City shall be delivered by mail or by personal delivery to:

City of Grand Junction Finance Department
Accounts Receivable Department
250 North 5th Street
Grand Junction, CO 81501-2668

All rental payments deposited by Tenant shall be clearly marked "Pikes Peak Television Broadcasting Lease."

17. Not a Partnership. It is expressly agreed between the parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Tenant. Tenant shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Tenant or sustained in connection with Tenant's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation by Tenant, any statute, ordinance, code or regulation, either now in force or hereafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Tenant shall also save, indemnify and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Tenant.

18. Enforcement, Partial Invalidity, Governing Law.

18.1 In the event either party files any action to enforce any agreement contained in this Lease, or for breach of any covenant or condition herein contained, the party prevailing shall be entitled to receive, by judgment of the court from the other party, reasonable attorney's fees, plus the costs or fees of any experts, incurred in such action.

18.2 The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Lease Agreement is held to be invalid, the remaining provisions shall be deemed in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

18.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.

19. Surrender, Holding Over. Tenant shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. Upon the expiration or termination of this Lease, Tenant shall remove within thirty (30) days after the last day of the Lease Term, any or all of Tenant's Property, as Tenant elects in a notice to the City. Upon the removal of any of Tenant's Property, Tenant shall restore and re-seed that part of the Property disturbed by such removal as soon as possible. It is agreed that the 30-day period for the removal of Tenant's Property shall be extended by any period that the Property is inaccessible for such purpose due to snow, adverse weather conditions, fire and other matters beyond Tenant's reasonable control (each, a "Force Majeure Event"). In the event Tenant fails to vacate and surrender the Property as provided in this Section, Tenant agrees that Tenant shall pay to the City the sum of \$100.00 per day for each and every day thereafter until Tenant has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Tenant fails to vacate and surrender the Property upon the expiration or termination of this Lease and that said \$100.00 daily fee is an appropriate liquidated damages amount.

20. Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

IN WITNESS WHEREOF, the parties have each executed this Lease Agreement dated the day and year first above written.

LANDLORD:

TENANT:

CITY OF GRAND JUNCTION, a Colorado home rule municipality,

PIKES PEAK TELEVISION, INC., a Missouri corporation

By: _____
Laurie M. Kadrach, City Manager

By: _____
Lyle Leimkuhler, Vice President

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____

Date: _____

Date: _____

Attach 5
Setting a Hearing on Inclusion of Property into DDA Boundaries
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Request from Grand Valley Catholic Outreach for Inclusion into Downtown Development Authority Boundaries		
File #			
Meeting Day, Date	Monday, November 3, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	October 20, 2008		
Author Name & Title	Heidi Hoffman Ham, DDA Executive Director		
Presenter Name & Title	Heidi Hoffman Ham, DDA Executive Director		

Summary:

The Grand Valley Catholic Outreach has requested inclusion into the Downtown Development Authority in order to consolidate their holdings under the requirements of Mesa County into one property. The DDA Board of Directors has approved this request, which is now submitted for consideration by the City Council.

Budget: n/a

Action Requested/Recommendation:

Approval of the request for inclusion into the DDA by the Grand Valley Catholic Outreach and set a hearing for November 17, 2008 on an Ordinance Amending the DDA Boundaries

Attachments:

Letter from Sr. Karen Bland, Executive Director, Grand Valley Catholic Outreach
 Minutes of DDA meeting approving the request
 Map of Property
 Ordinance Amending the Boundaries

Background Information:

The Grand Junction Downtown Development Authority boundaries were set upon creation of the DDA and, in order to be added to the Authority, an entity must present a letter to the DDA Board requesting inclusion. If approved, this request is forwarded to the City Council for consideration. The Grand Valley Catholic Outreach (GVCO) owns or has purchased or traded property along White Avenue in order to develop the transitional housing and apartment buildings at 217, 227, and 237 White Avenue. In order to consolidate ownership of these various holdings into one property, Mesa County stipulates that all parcels be uniform in their taxing requirements. Although the GVCO is a nonprofit organization and is therefore exempt from paying taxes, the DDA Board feels that they are a valued entity in our downtown and has no objections to their

inclusion. Furthermore, if the property were to ever change ownership, it would already be fully within the Authority's boundary. For all of these reasons, the GVCO requested inclusion for all their properties into the DDA, and the DDA Board approved this request at their meeting on October 9, 2008.



Grand Valley Catholic Outreach

245 S. First Street
Grand Junction, Colorado 81501
970-241-3658

September 26, 2008

Steve Thomas
Downtown Development Authority
248 S. 4th Street
Grand Junction, CO 81501

Dear Steve:

Now that we have created St. Benedict Place on White Avenue between 2nd and 3rd streets, there seems to be some confusion about our participation in the Downtown Development Authority. Specifically, this is the problem. Some of our property is recognized by the DDA and some is not. The Assessor's Office cannot consolidate our various pieces unless all of our property is with the DDA or all is not.

Presently, our transitional house located at 247 White is recognized by the DDA. Our 240 White property was also so recognized but there is no longer a structure on that property. 217 White and 241 White were also recognized by the DDA. The house at 217 White has been replaced with one of our apartment buildings; the house at 241 White was demolished and on that property is another apartment building with the address of 237 White.

So, on the advice of the assessor's office, we are asking to have all the property consolidated within the DDA recognizable boundaries – 217 White, 227 White, and 237 White. They are beautiful structures and an asset to the downtown community.

I look forward to hearing from you.

Sincerely,

Sr. Karen Bland, OSB
Executive Director

GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY

BOARD MINUTES

Thursday, October 9, 2008

248 S. 4th Street, Grand Junction, CO

7:30 a.m.

PRESENT: Scott Howard, Bill Wagner, Harry Griff, Peggy Page, Bonnie Beckstein, Scott Holzschuh, Bill Keith, Steve Thoms

STAFF: Heidi Hoffman Ham, Diane Keliher, Kathy Dirks

GUESTS: Kevin Reimer, Steve Reimer

CALL TO ORDER: Steve called the meeting to order at 7:35 a.m.

APPROVAL OF MINUTES: The minutes for the September 11 meeting have been revised per a request from Rich Englehart. Harry made a motion to approve the revised minutes; Bill K. seconded; motion carried. Harry also made a motion to approve the September 25 minutes; Peggy seconded; minutes were approved.

CHAIRMAN'S REPORT – Nothing to report.

DIRECTOR'S REPORT – There is a group that has formed to perform an historic assessment of the train depot. There was a request made to the City to use some of the CDBG funds to pay for the assessment. Heidi will meet with Paul Brown to discuss the project. A schematic design report was required previously. Bonnie added that the group is working closely with the Museum. The building is for sale and the DDA is interested in making the depot more accessible to downtown.

There is a new "Welcome" banner going up on 7th Street. The plan is to continue to add to the inventory of banners so that an appropriate one can be up at all times.

The Buxton study was published in the Daily Sentinel in hopes of it spurring some conversations about development. The committee is putting together packets to send to 19 potential businesses. Scott Holzschuh asked if Heidi would make a presentation to the Board.

On the agenda for next meeting we have the City staff giving a construction update, Bruce Milyard will present his proposal for the end cap of the parking garage, and there will be a financial update on the BID 3rd quarter. City Council will need to decide how to replace Patti Hoff. Bonnie explained the process and that it is not on the Council agenda for this month. The DDA would like applications to be open to the public.

Grand Valley Catholic Outreach is petitioning to make all of their newly-consolidated parcels on White Avenue either in or out of the DDA boundaries. The DDA needs to give its permission for them to include all of their parcels in the DDA. Bill W. made a motion to include all properties owned by the Grand Valley Catholic Outreach in the DDA; Peggy seconded; motion passed.

REIMER PRESENTATION: There was some discussion by the board about the details of the agreement with Western Hospitality, Inc., to build a parking structure as part of the new hotel at 3rd and Main. Bill W. had a question about accruing interest on the DDA contribution and Harry was curious about the formula for parking spaces. Steve has concerns about maintaining the parking structure. Heidi explained that this is a letter of agreement that states that there has to be at least 35 public parking spaces.

Steve and Kevin Reimer's company, Western Hospitality, Inc., has purchased several lots at 3rd and Main Street. Their proposal includes building a parking garage along with a six-story mixed use building to include a boutique hotel and "seven-day-a-week" retail businesses and a restaurant. Discussion and questions from the board followed. Harry wanted to make sure that the last sentence in paragraph one in the letter of agreement read "a minimum of 35 spaces will be in exchange for payment of the \$395,000 being given with this agreement". Bill W. made the motion to approve the letter of agreement with changes; Peggy seconded; motion passed.

FAÇADE PROGRAM: Scott Howard and Heidi are putting together a proposal for the façade program. Heidi distributed some information on other programs. Bill K. asked about spreading the grants five years apart per owner and awarding the grants by land parcels rather than buildings or owners. Scott Howard feels very strongly about establishing a sign code. Scott Holzschuh asked if these are grants instead of loans. There was discussion of various matching grants and loans. This subject will be discussed again at a future meeting.

OTHER: Bill W. spoke about a catalyst project with the library that could be a wonderful partnership for the DDA; this idea was included in the Downtown Strategic Plan.

ADJOURN: Bonnie made a motion to adjourn; Scott Holzschuh seconded; and the Board adjourned at 9:00 a.m.

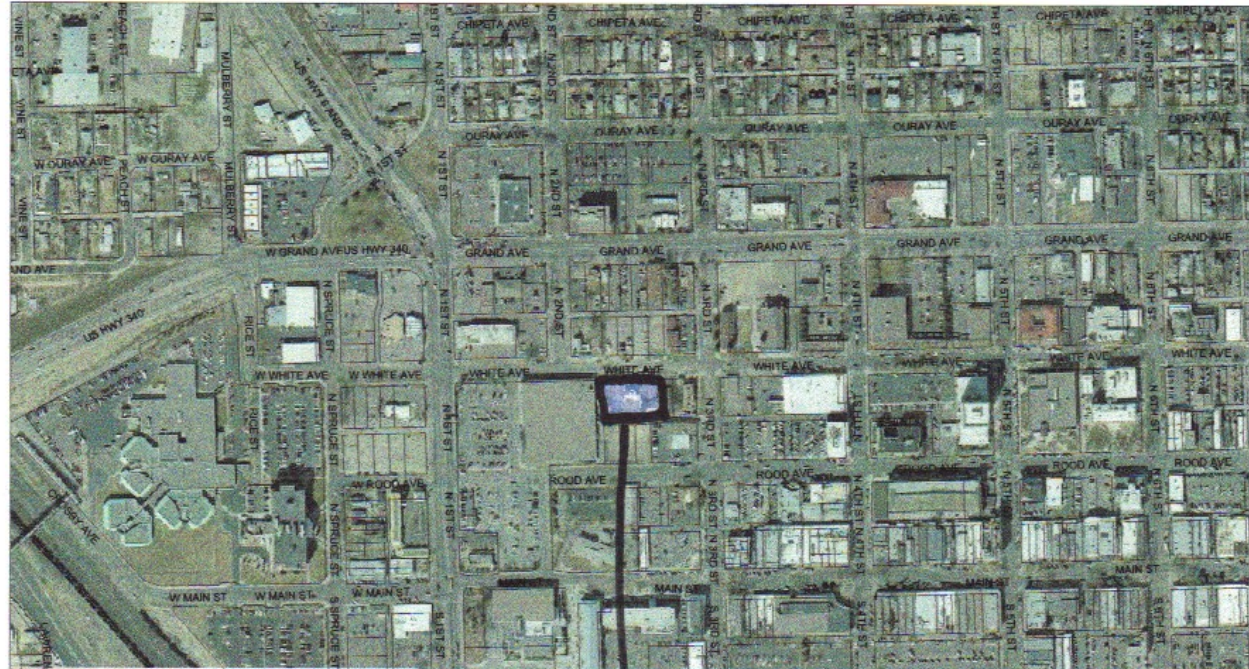
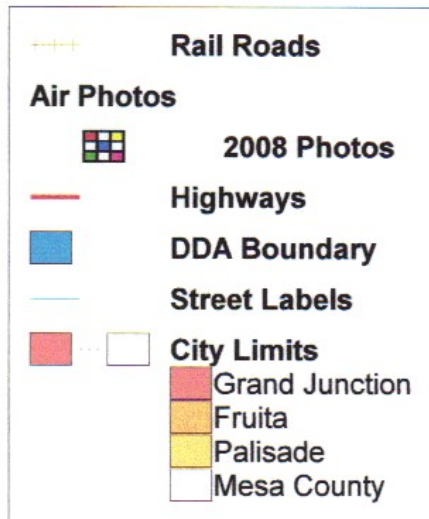
APPROVED _____

DATE _____

SENT TO CITY CLERK _____

DATE _____

City of Grand Junction GIS City Map ©



SCALE 1 : 8,236

N

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF GRAND JUNCTION, COLORADO
APPROVING EXPANDING THE BOUNDARIES FOR THE GRAND JUNCTION,
COLORADO DOWNTOWN DEVELOPMENT AUTHORITY TO INCLUDE PROPERTY
AT 217 WHITE AVENUE OWNED BY THE GRAND VALLEY CATHOLIC OUTREACH**

The Grand Junction, Colorado, Downtown Development Authority (the Authority) has adopted a Plan of Development for the boundaries of the Authority and the plan and boundaries were initially approved by the Grand Junction, Colorado, City Council (the Council) on December 16, 1981.

Since that time, several individuals, pursuant to Section 31-25-822, 12A C.R.S., as amended, and Article X of the Authority's Plan of Development have petitioned for inclusion within the boundaries of the Authority, and the boundaries of the Authority have been expanded by the Council by Ordinances No. 2045, 2116, 2382, 2400, 2425, 2470, 2820 and 2830;

The Board of Directors of the Authority has reviewed and approved a current petition from the Grand Valley Catholic Outreach requesting inclusion into the Authority's boundaries for its newly consolidated properties at St. Benedict Place and requests Council approval to expand the Authority's boundaries to include these properties.

The procedures for inclusion into the Downtown Tax Increment Financing (TIF) area require additional steps; however, this legal ownership entity is a nonprofit organization. It has not paid tax revenue into the TIF district on its current parcels, nor will it pay into the TIF for this newly-created parcel, due to this status.

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

1. The Council finds the existence of blight within the Authority within the meaning of C.R.S. 1973, Section 31-25-802(1.5), as amended.

2. The Council hereby finds and determines that the approval of the expansion of boundaries for the Downtown Development Authority Plan of Development as shown on the attached Exhibit 1, will serve a public use; will promote the health, safety, prosperity, security and general welfare of the inhabitants of the city of its central business district; will halt or prevent the deterioration of property values or structures; will halt or prevent the growth of blighted areas; will assist the City and the Authority in the development and redevelopment of the district, and in the overall planning to restore or provide for the continuance of the economic health; and will be of specific benefit to the property to be included within the amended boundaries of the Authority.

3. The expansion of the Authority's boundaries, as shown in the attached Exhibit 1, are hereby approved by the Council and incorporated into the Plan of Development as previously amended, and the Authority is authorized to undertake development projects as described in the Plan.

4. The City Council is requested to ask the County Assessor to certify the valuation for assessment of the new property included as of the date of the last certification, and the City Finance Director is requested to certify the sales tax receipts for the properties for the twelve (12) months prior to the inclusion of such property.

5. If any provision of this ordinance is judicially adjudged invalid or unenforceable, such judgment shall not affect the remaining provisions hereof, it being the intention of the City Council that the provisions hereof are severable.

Introduced on first reading this ____ day of _____, 2008.

PASSED and ADOPTED this ____ day of _____, 2008.

President of the Council

Attest:

City Clerk

EXHIBIT 1

Expanding the boundaries of the Grand Junction Downtown Development Authority.

The boundaries of the Authority shall be expanded to include the following properties into the Plan of Development area.

Former Parcel Numbers:

2945-143-11-955 and

2945-143-11-019

Now Consolidated Into Parcel Number

2945-143-11-954

Legal Description

Lots 5 Thru 11 Incl Blk 98, Grand Junction, Sec 18 1S 1W – 0.51AC

Attach 6
Revocable Permit—Redlands Mesa Restroom
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Redlands Mesa Restroom Revocable Permit – Located at W Ridges Blvd and Lakeridge Dr		
File #	RVP-2007-258		
Meeting Day, Date	Monday, November 3, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	October 27, 2008		
Author Name & Title	Senta L. Costello – Senior Planner		
Presenter Name & Title	Senta L. Costello – Senior Planner		

Summary: Request for a Revocable Permit to allow a portion of a Redlands Mesa Golf Course restroom to remain partially within the City of Grand Junction owned property at Shadow Lake.

Budget: N/A

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

Attachments:

1. Staff report/Background information
2. Site Location Map / Aerial Photo
3. Future Land Use Map / Existing City Zoning Map
4. Resolution
5. Revocable Permit & Agreement
6. Maintenance Agreement

Background Information: See attached staff report

BACKGROUND INFORMATION			
Location:		W Ridges Blvd and Lakeridge Dr	
Applicant:		BrightStar Golf Redlands Mesa LLC, a Delaware limited liability company - William D. Keogh, Manager	
Existing Land Use:		Shadow Lake	
Proposed Land Use:		Shadow Lake	
Surrounding Land Use:	North	Shadow Lake	
	South	Redlands Mesa Golf Course	
	East	Shadow Lake	
	West	Redlands Mesa Golf Course	
Existing Zoning:		PD	
Proposed Zoning:		PD	
Surrounding Zoning:	North	PD	
	South	PD	
	East	PD	
	West	PD	
Growth Plan Designation:		Public	
Zoning within density range?	X	Yes	No

Project Analysis:

1. Background

Filing #1 of Redlands Mesa Subdivision was approved in 2000. A restroom structure was constructed on the east end of the 7th hole of the golf course adjacent Shadow Lake, which is owned by the City of Grand Junction. Upon sale of the development, it became apparent that the building was located partially on the Shadow Lake property and over a City of Grand Junction sewer line. A Maintenance Agreement has been created between the City and the property owner to facilitate any maintenance issues which may arise with the sewer line and the applicant is requesting a Revocable Permit to maintain the building in its current location.

Discussions with the City of Grand Junction Parks & Recreation Department resulted in a determination that public access to the restroom was necessary. The location is not a practical location for the users of Pine Ridge Park and would receive minimal usage, if any, from users of Shadow Lake.

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

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

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

Staffs Response: The restroom facility provides a benefit to the users of the golf course at a convenient location within the development.

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

Staffs Response: The restroom facility provides a benefit to the users of the golf course at a convenient location within the development.

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

Staffs Response: The restroom building has been in its current location for approximately 8 years and is a suitable and complementary use for the surrounding golf course. No other or conflicting uses are anticipated for the property.

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

Staffs Response: The restroom building has been in its current location for approximately 8 years and has been shown to be compatible with the surrounding golf course, Shadow Lake Park, and neighboring residential uses.

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

Staffs Response: The restroom building has been in its current location for approximately 8 years and has not shown to have any negative impacts to the surrounding neighborhood nor are any anticipated in the future.

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

Staffs Response: The use is in conformance with the Growth Plan, adopted plans and policies, and Code requirements.

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

Staffs Response: The request complies with the City Charter, Zoning and Development Code, and SSID requirements.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Redlands Mesa Restroom Revocable Permit application, RVP-2007-258 for the issuance of a revocable permit, staff makes the following findings of fact and conclusions:

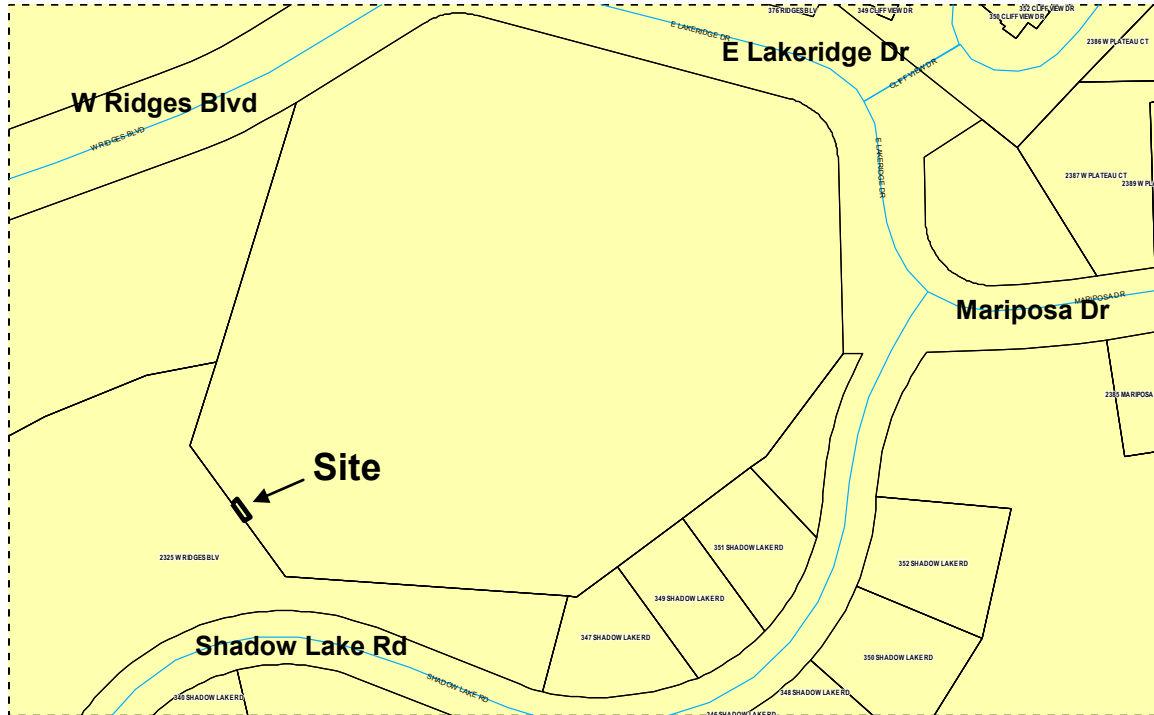
1. The review criteria in Section 2.17.C of the Zoning and Development Code have all been met.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the requested revocable permit for Redlands Mesa Restroom Revocable Permit, RVP-2007-258.

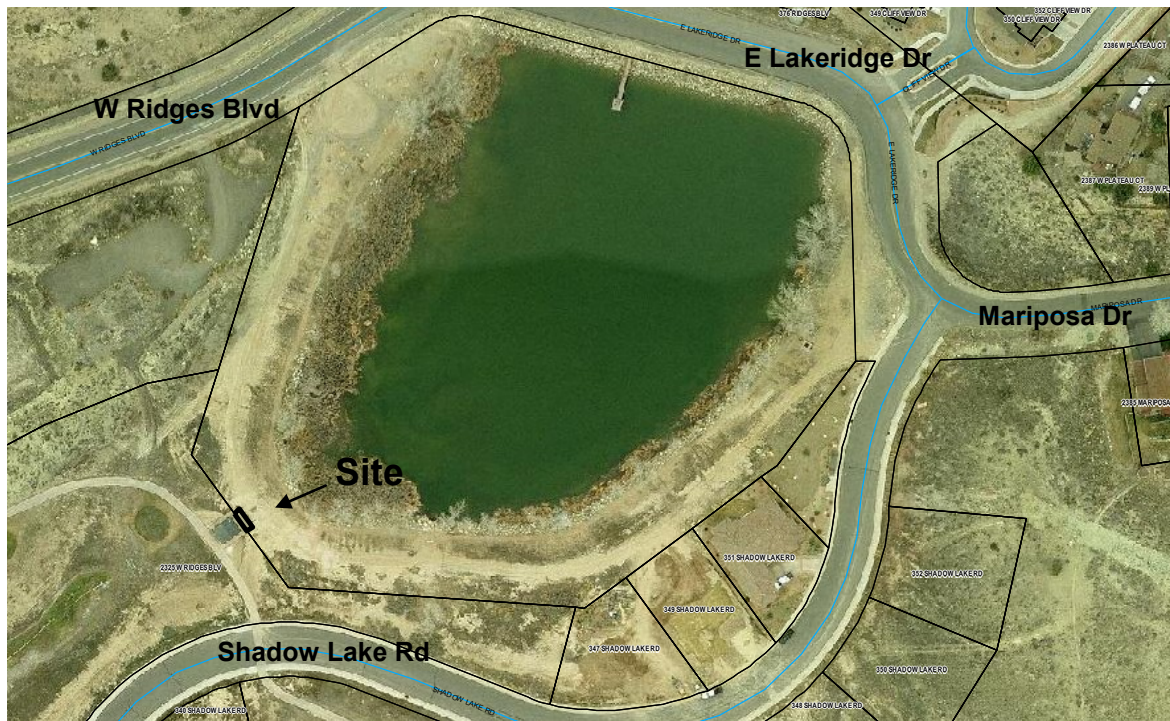
Site Location Map

Figure 1



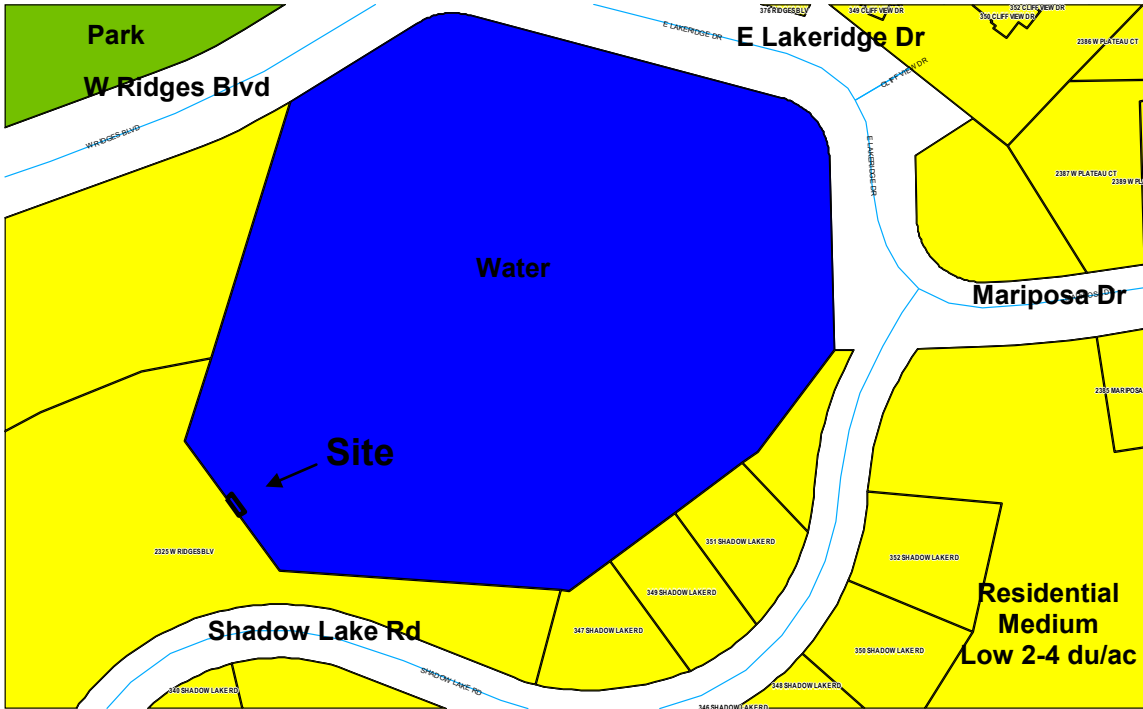
Aerial Photo Map

Figure 2



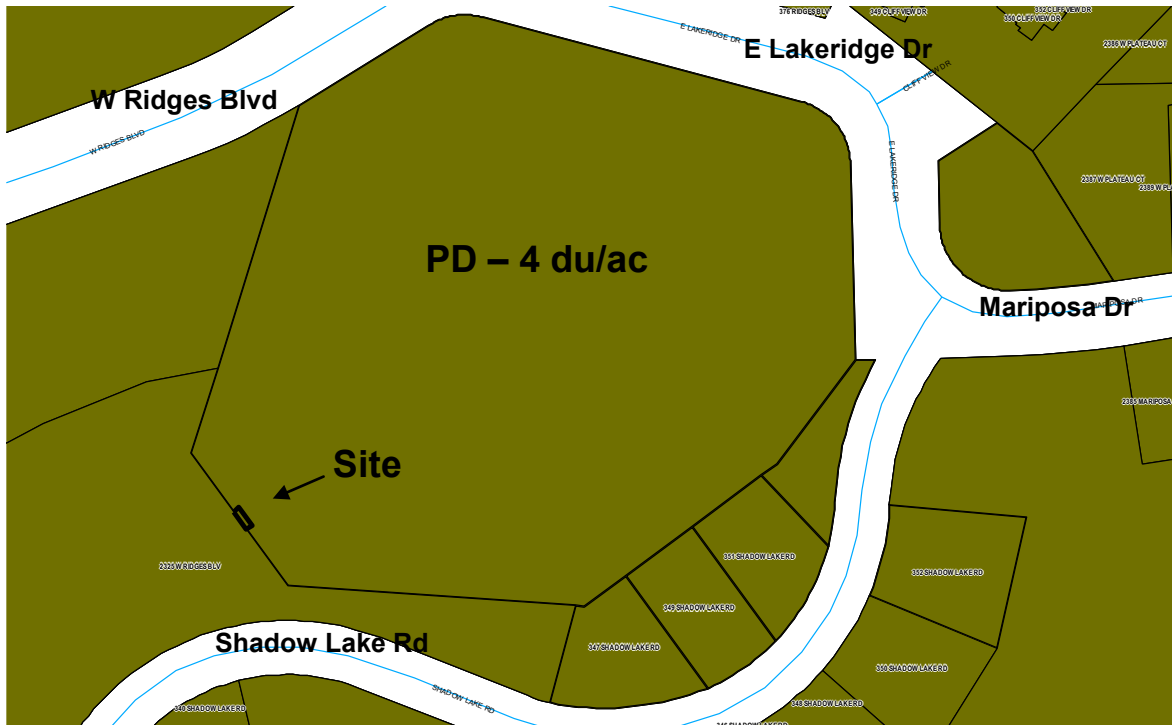
Future Land Use Map

Figure 3



Existing City Zoning Map

Figure 4



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
BRIGHTSTAR GOLF REDLANDS MESA LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

Recitals.

A. BrightStar Golf Redlands Mesa LLC, a Delaware limited liability company - William D. Keogh, Manager, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Golf Block 14 Redlands Mesa Filing 1 Secs 17 19 & 20 1s 1w & An Und Int In All common Open Space Tracts Exc That Ptn Of Redlands Mesa Filing 2 As Desc Inb-2845 P-535/536 Mesa Co Recds - 52.26 ac And identified by Mesa County Tax Schedule Number 2945-203-01-046.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a portion of a restroom on the Redlands Mesa Golf Course within the following described public property:

A parcel of land situated in the southwest quarter of the northeast quarter of Section 20, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a point on the boundary common to Golf Block 14 of Redlands Mesa Filing 1 and the Ridges Metropolitan District property described in Book 2561 at Pages 265 thru 267 and also known as "Shadow Lake" whence the west quarter corner of said Section 20 bears South 82°57'07" East, a distance of 1535.52 feet;
Thence along said boundary North 34°39'50" West, a distance of 30.41 feet;
Thence North 55°20'10" East, a distance of 5.00 feet;
Thence South 34°39'50" East, a distance of 30.41 feet
Thence South 55°20'10" West, a distance of 5.00 feet to the Point of Beginning.
Containing 152 square feet more or less.
See attached exhibit "A"

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2007-258 in the office of the City's Public Works and Planning Department, the City

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

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

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

PASSED and ADOPTED this _____ day of _____, 2008.

Attest:

President of the City Council

City Clerk

REVOCABLE PERMIT

Recitals.

A. BrightStar Golf Redlands Mesa LLC, a Delaware limited liability company - William D. Keogh, Manager, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Golf Block 14 Redlands Mesa Filing 1 Secs 17 19 & 20 1s 1w & An Und Int In All common Open Space Tracts Exc That Ptn Of Redlands Mesa Filing 2 As Desc Inb-2845 P-535/536 Mesa Co Recds - 52.26 ac And identified by Mesa County Tax Schedule Number 2945-203-01-046.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a portion of a restroom on the Redlands Mesa Golf Course within the following described public property:

A parcel of land situated in the southwest quarter of the northeast quarter of Section 20, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a point on the boundary common to Golf Block 14 of Redlands Mesa Filing 1 and the Ridges Metropolitan District property described in Book 2561 at Pages 265 thru 267 and also known as "Shadow Lake" whence the west quarter corner of said Section 20 bears South 82°57'07" East, a distance of 1535.52 feet;
Thence along said boundary North 34°39'50" West, a distance of 30.41 feet;
Thence North 55°20'10" East, a distance of 5.00 feet;
Thence South 34°39'50" East, a distance of 30.41 feet
Thence South 55°20'10" West, a distance of 5.00 feet to the Point of Beginning.
Containing 152 square feet more or less.
See attached exhibit "A"

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2007-258 in the office of the City's Public Works and Planning Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public property aforescribed;

provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public property as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist on said property.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public property for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.

3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public property or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

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

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

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

Dated this _____ day of _____, 2008.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioner:

BrightStar Golf Redlands Mesa LLC, a
Delaware limited liability company -
William D. Keogh, Manager

AGREEMENT

BrightStar Golf Redlands Mesa LLC, a Delaware limited liability company - William D. Keogh, Manager, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public property to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public property fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2008.

BrightStar Golf Redlands Mesa LLC, a
Delaware limited liability company

By: _____
William D. Keogh, Manager

State of Colorado)
)ss.
County of Mesa)

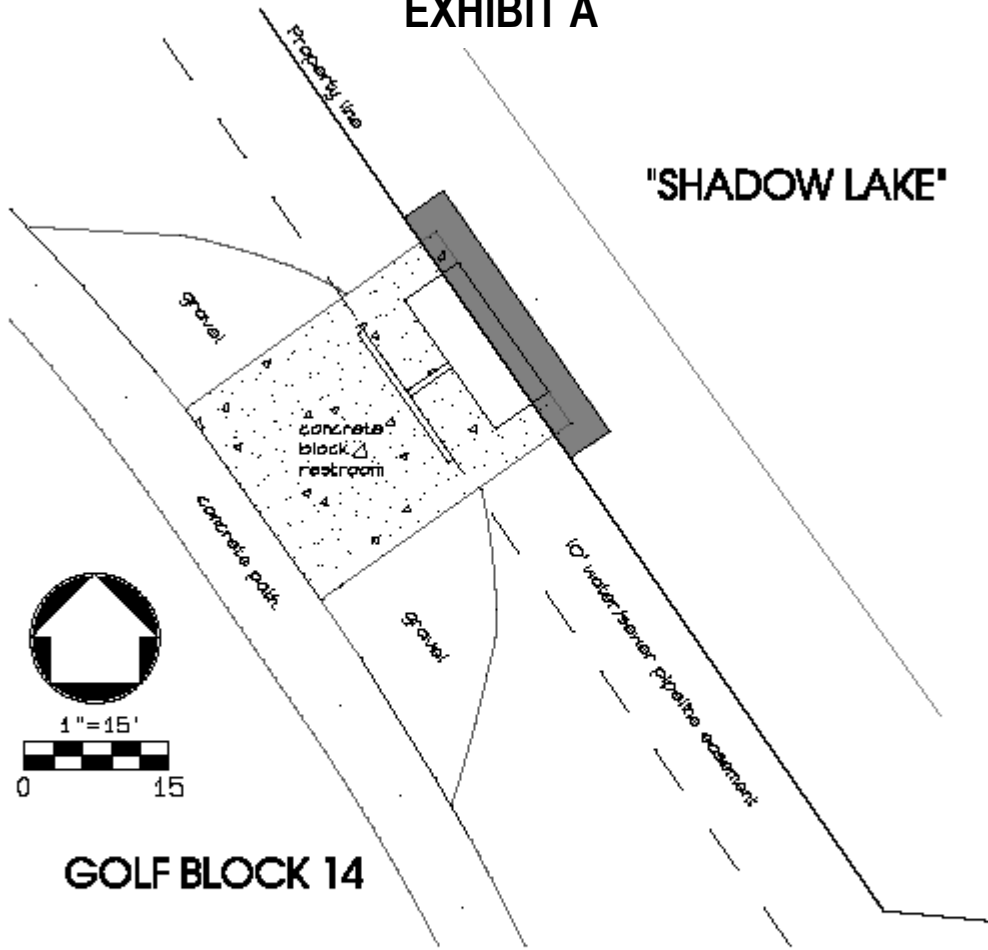
The foregoing Agreement was acknowledged before me this ___ day of _____, 2008, by William D. Keogh, Manager of BrightStar Golf Redlands Mesa LLC, a Delaware limited liability company.

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

Notary Public

EXHIBIT A

"SHADOW LAKE"



GOLF BLOCK 14

This exhibit is for the purpose of graphically representing a written description. IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY! It is not to be relied upon for boundary or title matters. It is not intended to be a legal document and does not replace, correct or supersede the attached easement description.

River City CONSULTANTS, INC.

Integrated Design Solutions

Phone 970-241-4722

Drawn: kat Checked: dra Sep 12, 2008

D:\033 ALTA\RMALTA.pro

Attach 7

**Setting a Hearing on Zoning the Allen Annexation, Located at 811 22 Road
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
Subject	Zoning the Allen Annexation - Located at 811 22 Road		
File #	ANX-2008-258		
Meeting Day, Date	Monday, November 3, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	October 22, 2008		
Author Name & Title	Judith Rice, Associate Planner		
Presenter Name & Title	Judith Rice, Associate Planner		

Summary: Request to zone the 5.97 acre Allen Annexation, located at 811 22 Road, to I-1 (Light Industrial).

Budget: N/A

Action Requested/Recommendation: Introduce a proposed Ordinance and set a public hearing for November 17, 2008.

Attachments:

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

Background Information: See attached Staff Report/Background Information

STAFF REPORT / BACKGROUND INFORMATION				
Location:		811 22 Road		
Applicants:		Allen Family Trust Dorothy M. Allen, Trustee		
Existing Land Use:		Residential Single Family and Agriculture		
Proposed Land Use:		Light Industrial		
Surrounding Land Use:	North	Residential Single Family and Agricultural		
	South	Residential Single Family and Agricultural		
	East	Residential Single Family and Agricultural		
	West	Residential Single Family and Agricultural		
Existing Zoning:		County RSF-R (Residential Single Family Rural)		
Proposed Zoning:		I-1 (Light Industrial)		
Surrounding Zoning:	North	County RSF-R (Residential Single Family Rural)		
	South	I-1 (Light Industrial)		
	East	MU (Mixed Use)		
	West	I-1(Light Industrial)		
Growth Plan Designation:		Commercial Industrial		
Zoning within density range?		X	Yes	No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the I-1 (Light Industrial) zone district is consistent with the Growth Plan designation of Commercial Industrial. The existing County zoning is RSF-R (Residential Single Family Rural). 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 Allen property lies within the H Road/Northwest Area Plan which designates the Growth Plan's future land use for this property as

Commercial/Industrial. The I-1 zone implements the Commercial/Industrial Future Land Use Designation. Adjacent properties to the south and west are zoned I-1. The properties across 22 Road to the east are zoned MU (Mixed Use) which also implements the Industrial/Commercial future land use.

- 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: There is an existing 3 inch water line along 22 Road. An existing sewer line is approximately 1000 feet to the South on H Road. The water lines will need to be upgraded and the sewer extended to the property, but the services can be made available for 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.

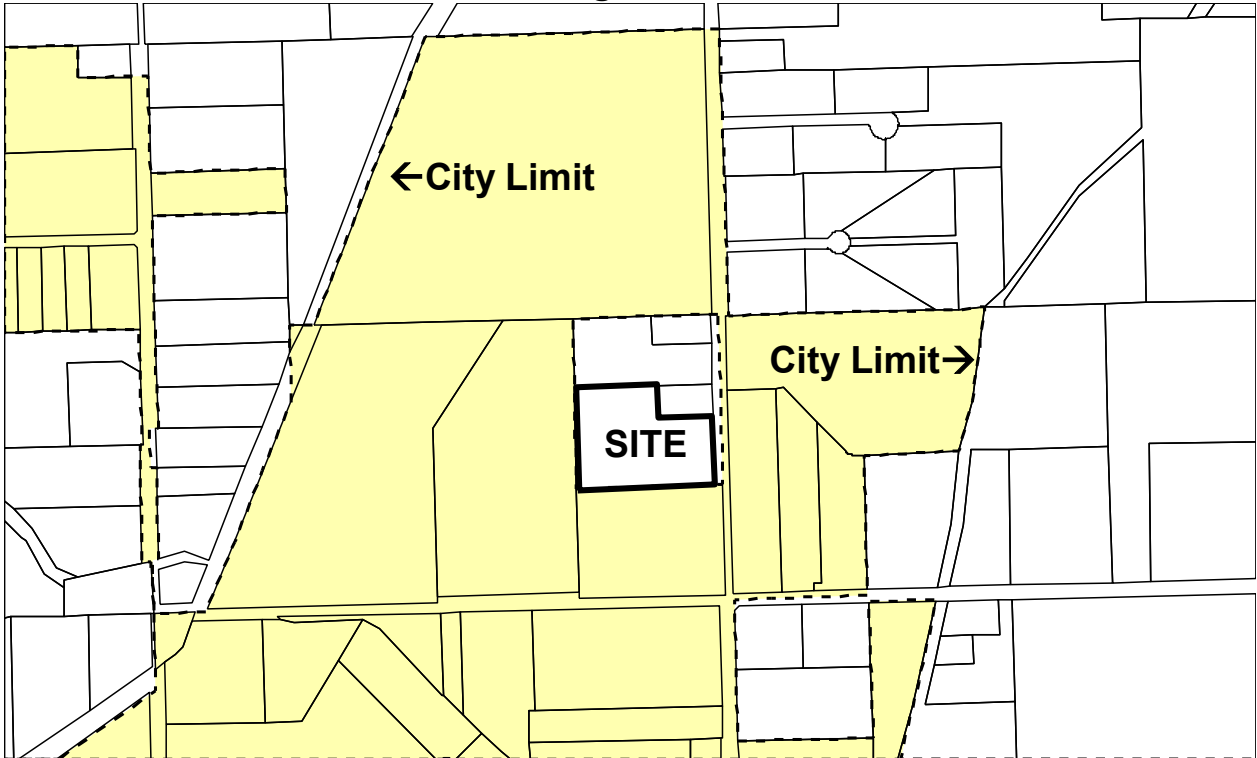
- a. C-2 (General Commercial)
- b. I-O (Industrial/Office Park)

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

PLANNING COMMISSION RECOMMENDATION: Planning Commission recommended approval of the requested zone of annexation to the City Council on October 14, 2008 finding the zoning to the I-1 (Light Industrial) district to be consistent with the Growth Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.

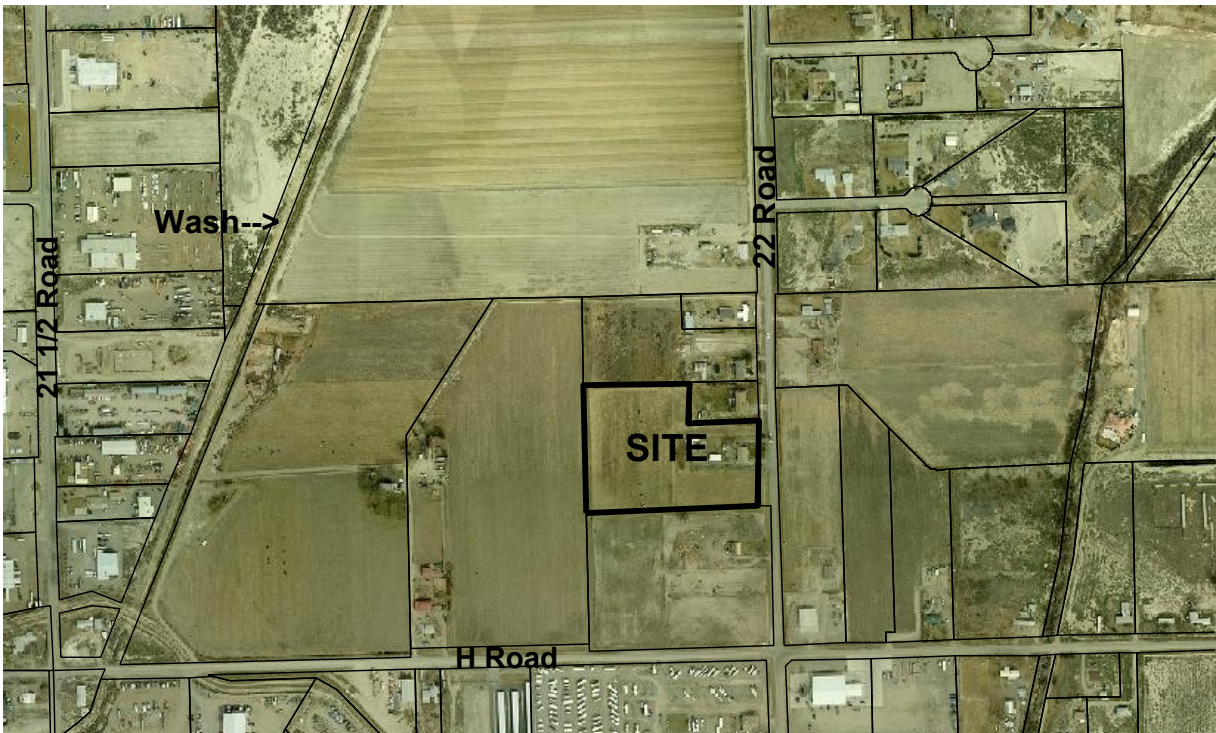
Annexation/Site Location Map

Figure 1



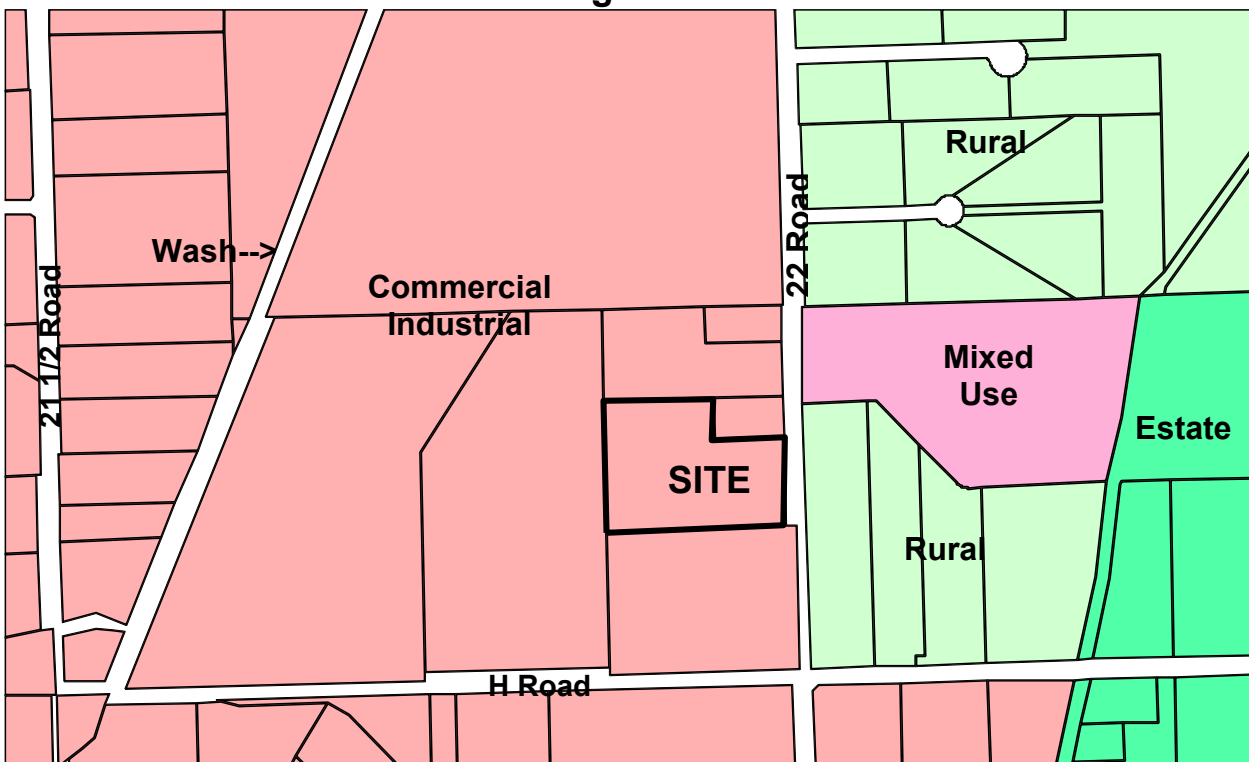
Aerial Photo Map

Figure 2



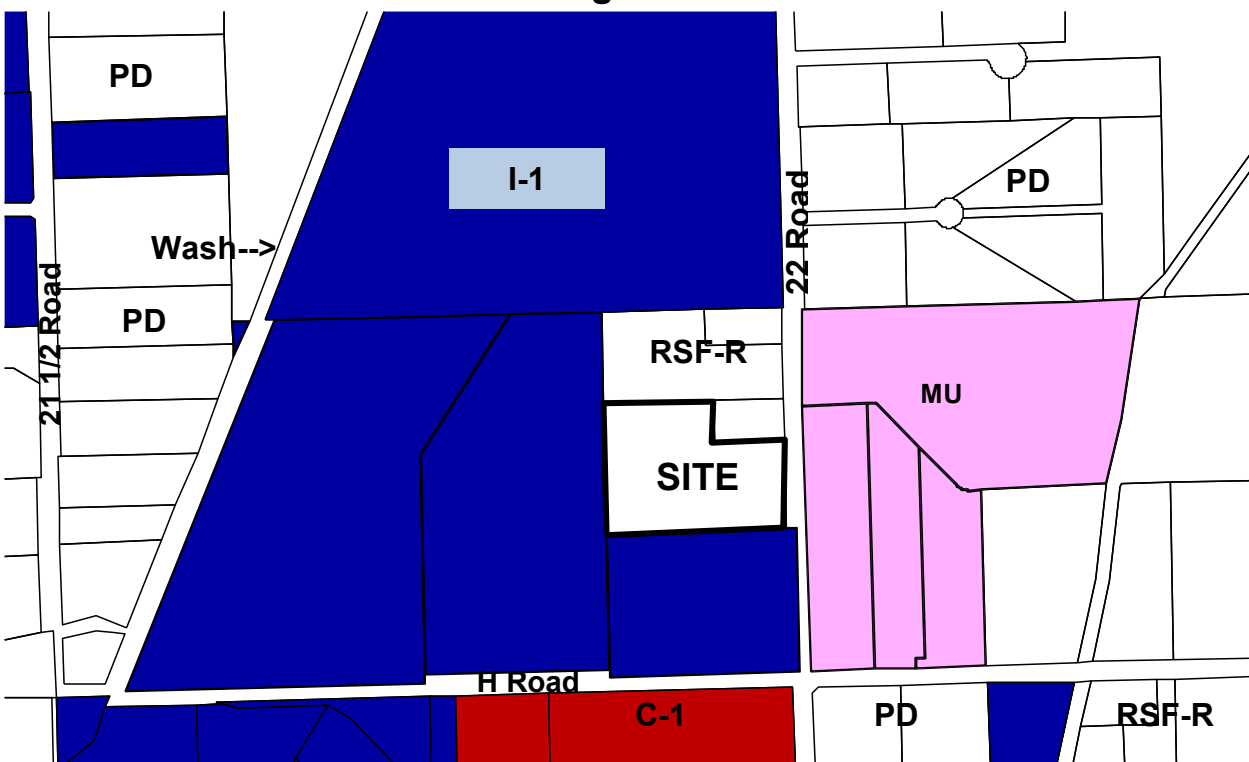
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

LOCATED AT 811 22 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 Allen Annexation to the I-1 (Light Industrial) 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 (Light Industrial) zone district is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property be zoned I-1 (Light Industrial).

A certain parcel of land lying in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 25, Township 1 North, Range 2 West of the Ute Principal Meridian being more particularly described as follows:

The East 670 feet of the SE 1/4 SE 1/4 of Section 25, Township 1 North, Range 2 West of the Ute Principal Meridian; EXCEPT the South 520.1 feet thereof; AND ALSO EXCEPT a tract of land described in Warranty Deed recorded in Book 981 at Page 947; ALSO EXCEPT a parcel of land located in the East 670.00 feet of the SE 1/4 SE 1/4 of Section 25, Township 1 North, Range 2 West of the Ute Principal Meridian more particularly described as follows: Beginning at a point on the East line of said Section 25 which bears North 844.82 feet from the Southeast Corner of Section 25; thence North 89°55'30" West, 290.40 feet; thence North 150.00 feet; thence South 89°55'30" East 290.40 feet to the East line of said Section 25; thence along said line South, 150.00 feet to the point of beginning. Book 2871, Page 859

CONTAINING 5.97 Acres (260,053.2 Sq. Ft.), more or less, as described.

INTRODUCED on first reading the ____ day of _____, 2008 and ordered published.

ADOPTED on second reading the ____ day of _____, 2008.

ATTEST:

President of the Council

City Clerk

Attach 8
Setting a Hearing on the Freedom Meadows Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Freedom Meadows Annexation - Located at 3118 E Road		
File #	ANX-2008-290		
Meeting Day, Date	Monday, November 3, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	October 22, 2008		
Author Name & Title	Michelle Hoshide, Associate Planner		
Presenter Name & Title	Michelle Hoshide, Associate Planner		

Summary: Request to annex 7.02 acres located at 3118 E Road known as Freedom Meadows. Freedom Meadows consists of 2 parcels.

Budget: N/A

Action Requested/Recommendation: Adopt a resolution referring the petition for Annexation and introduce the proposed Ordinance and set a hearing for December 15, 2008.

Attachments:

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

Background Information: See attached Staff Report/Background Information

STAFF REPORT / BACKGROUND INFORMATION				
Location:		3118 E Road		
Applicants: < Prop owner, developer, representative>		Owners: Ed Wilson Developer: Freedom Meadows Representative: Ciavonne, Roberts and Associates		
Existing Land Use:		Single Family Residential		
Proposed Land Use:		R-8 Single Family Residential (8 du/ac)		
Surrounding Land Use:	North	Single Family Residential		
	South	Single Family Residential		
	East	Single Family Residential		
	West	Single Family Residential		
Existing Zoning:		County RSF-R Agriculture		
Proposed Zoning:		City R-8 (8 du/ac)		
Surrounding Zoning:	North	County RSF-R (1du/5ac)		
	South	City R-5 and County RMF-5 (5 du/ac)		
	East	County RSF-R (1du/5ac)		
	West	County RSF-R (1du/5ac)		
Growth Plan Designation:		Residential Medium 4-8 du/ac		
Zoning within density range?	X	Yes		No

Staff Analysis:

ANNEXATION:

This annexation area consists of 7.02 acres of land and is comprised of 2 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 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 Freedom Meadows Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;

- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners' consent.

The following annexation and zoning schedule is being proposed.

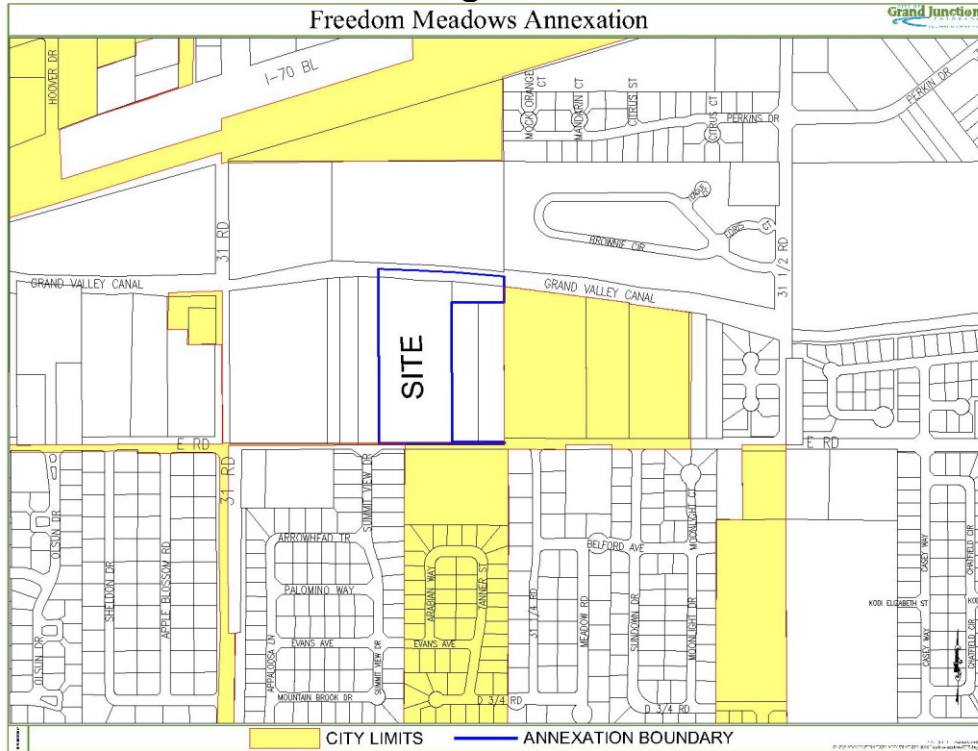
<u>ANNEXATION SCHEDULE</u>	
November 3, 2008	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
November 25, 2008	Planning Commission considers Zone of Annexation
December 1, 2008	Introduction of a proposed Ordinance on Zoning by City Council
December 15, 2008	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
January 19, 2009	Effective date of Annexation and Zoning

FREEDOM MEADOWS ANNEXATION SUMMARY

File Number:	ANX-2008-290
Location:	3118 E Road
Tax ID Number:	2943-103-00-051 and 2493-103-00-096
Parcels:	2
Estimated Population:	0
# of Parcels (owner occupied):	0
# of Dwelling Units:	1
Acres land annexed:	7.02 acres
Developable Acres Remaining:	7.02 acres
Right-of-way in Annexation:	none
Previous County Zoning:	RSF-R (Residential Single Family Rural 1 du/ 5 ac)
Proposed City Zoning:	R-8 (Residential 8 du/ac)
Current Land Use:	Single Family Home / Agriculture
Future Land Use:	Single Family Residential Development
Values:	Assessed: = \$6,970
	Actual: = \$79,100
Address Ranges:	3118 E Road Only
Special Districts:	Water: Clifton Water
	Sewer: Central Grand Valley
	Fire: Clifton Fire District
	Irrigation: Grand Valley Irrigation/ Grand Valley Drainage
	School: District 51
	Pest: Grand Valley Pest Control District and Grand Valley Mosquito District

Site Location Map

Figure 1



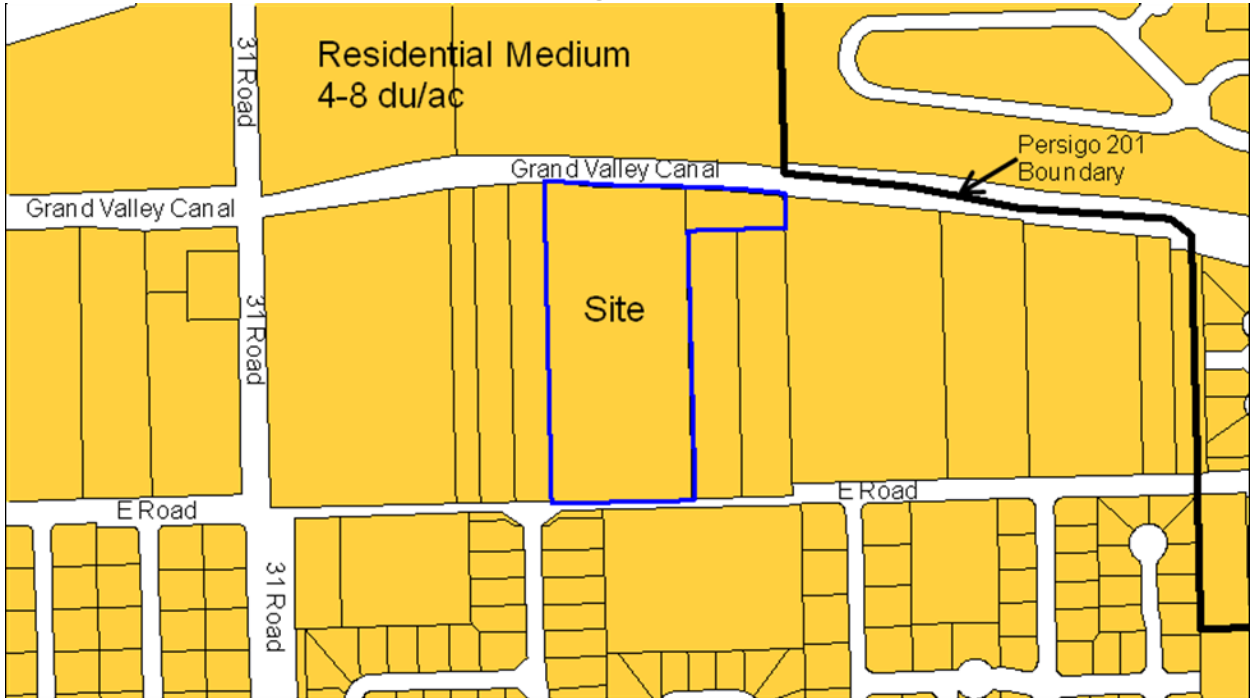
Aerial Photo Map

Figure 2



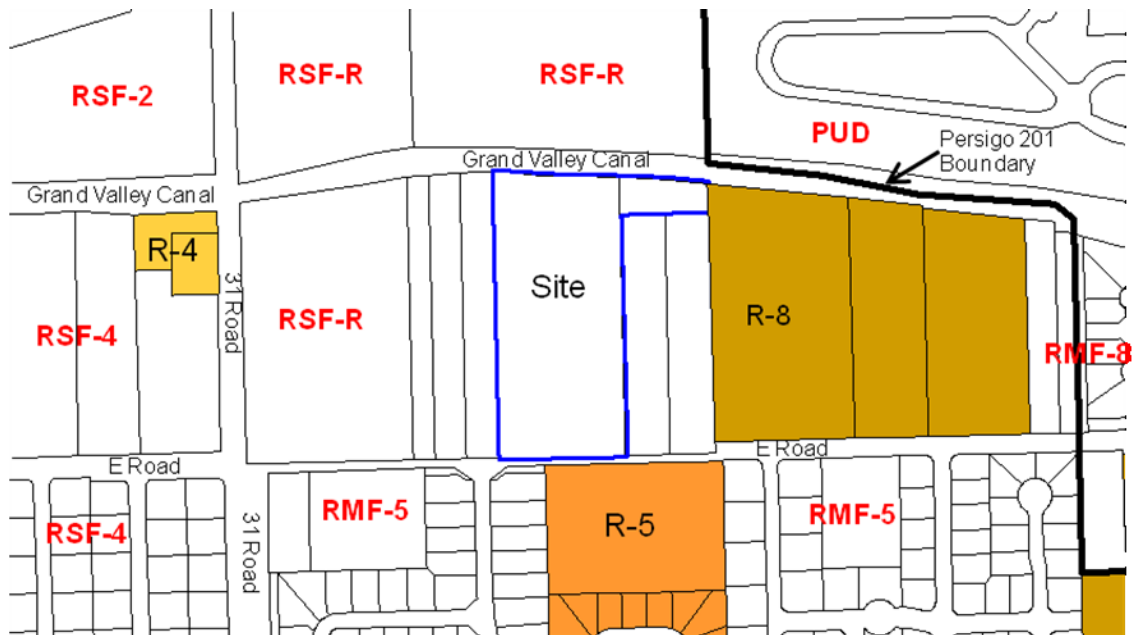
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 3rd of November, 2008, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

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

FREEDOM MEADOWS ANNEXATION

LOCATED AT 3118 E ROAD

WHEREAS, on the 3rd day of November, 2008, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

FREEDOM MEADOWS ANNEXATION

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

Commencing at the Southeast corner of the SW 1/4 SW 1/4 of said Section 10 and assuming the East line of the SW 1/4 SW 1/4 of said Section 10 to bear N00°08'11"W with all bearings contained herein relative thereto; thence N00°08'11"W a distance of 6.00 feet along the East line of the SW 1/4 SW 1/4 of said Section 10 to a point on the Northerly line of Pellam Annexation, Ordinance No. 3613, City of Grand Junction, said point also being the Point of Beginning; thence N89°51'00"W a distance of 584.85 feet along a line being 6.00 feet North of and parallel with the South line of the SW 1/4 SW 1/4 of said Section 10, said line also being the Northerly line of said Pellam Annexation; thence N00°08'11"W a distance of 810.28; thence along the centerline of the Grand Valley Canal the following five (5) courses: (1) S86°46'37"E a distance of 55.00 feet; (2) S87°26'17"E a distance of 112.91 feet; (3) S87°48'14"E a distance of 92.26 feet; (4) S86°24'26"E a distance of 80.30 feet; (5) S85°04'47"E a distance of 245.81 feet to a point on the East line of the SW 1/4 SW 1/4 of said Section 10; thence S00°08'11"E a

distance of 120.00 feet along the East line of the SW 1/4 SW 1/4 of said Section 10, said line also being the West line of Pioneer Meadows Annexation, Ordinance No. 4267, City of Grand Junction; thence N89°50'45"W a distance of 244.85 feet; thence S00°08'11"E a distance of 650.03 feet; thence S89°51'00"E a distance of 244.83 feet along a line being 10.00 feet North of and parallel with the South line of the SW 1/4 SW 1/4 of said Section 10 to a point on the East line of the SW 1/4 SW 1/4 of said Section 10; thence S00°08'11"E a distance of 4.00 feet along the East line of the SW 1/4 SW 1/4 of said Section 10, said line also being the West line of said Pioneer Meadows Annexation to the Point of Beginning.

Said parcel contains 7.02 acres (305,747.79 sq. ft.), more or less, as described.

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

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

1. That a hearing will be held on the 15th day of December, 2008, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Public Works and Planning Department of the City.

ADOPTED the _____ day of _____, 2008

Attest:

President of the Council

City Clerk

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

City Clerk

<i>DATES PUBLISHED</i>
November 5, 2008
November 12, 2008
November 19, 2008
November 26, 2008

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

FREEDOM MEADOWS ANNEXATION

APPROXIMATELY 7.02 ACRES

LOCATED AT 3118 E ROAD

WHEREAS, on the 3rd day of November, 2008, 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 15th day of December, 2008; 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:

FREEDOM MEADOWS ANNEXATION

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

Commencing at the Southeast corner of the SW 1/4 SW 1/4 of said Section 10 and assuming the East line of the SW 1/4 SW 1/4 of said Section 10 to bear N00°08'11"W with all bearings contained herein relative thereto; thence N00°08'11"W a distance of 6.00 feet along the East line of the SW 1/4 SW 1/4 of said Section 10 to a point on the Northerly line of Pellam Annexation, Ordinance No. 3613, City of Grand Junction, said point also being the Point of Beginning; thence N89°51'00"W a distance

of 584.85 feet along a line being 6.00 feet North of and parallel with the South line of the SW 1/4 SW 1/4 of said Section 10, said line also being the Northerly line of said Pellam Annexation; thence N00°08'11"W a distance of 810.28; thence along the centerline of the Grand Valley Canal the following five (5) courses: (1) S86°46'37"E a distance of 55.00 feet; (2) S87°26'17"E a distance of 112.91 feet; (3) S87°48'14"E a distance of 92.26 feet; (4) S86°24'26"E a distance of 80.30 feet; (5) S85°04'47"E a distance of 245.81 feet to a point on the East line of the SW 1/4 SW 1/4 of said Section 10; thence S00°08'11"E a distance of 120.00 feet along the East line of the SW 1/4 SW 1/4 of said Section 10, said line also being the West line of Pioneer Meadows Annexation, Ordinance No. 4267, City of Grand Junction; thence N89°50'45"W a distance of 244.85 feet; thence S00°08'11"E a distance of 650.03 feet; thence S89°51'00"E a distance of 244.83 feet along a line being 10.00 feet North of and parallel with the South line of the SW 1/4 SW 1/4 of said Section 10 to a point on the East line of the SW 1/4 SW 1/4 of said Section 10; thence S00°08'11"E a distance of 4.00 feet along the East line of the SW 1/4 SW 1/4 of said Section 10, said line also being the West line of said Pioneer Meadows Annexation to the Point of Beginning.

Said parcel contains 7.02 acres (305,747.79 sq. ft.), more or less, as described.

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

INTRODUCED on first reading on the ____ day of _____, 2008 and ordered published.

ADOPTED on second reading the ____ day of _____, 2008.

Attest:

President of the Council

City Clerk

Attach 9
Setting a Hearing on Proposed Amendments to the SSID
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Proposed amendments to the Submittal Standards for Improvements and Development (SSID)		
File #	TAC-2008-295		
Meeting Day, Date	Monday, November 3, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	October 22, 2008		
Author Name & Title	Lisa E. Cox, Planning Manager		
Presenter Name & Title	Lisa E. Cox, Planning Manager		

Summary: The City of Grand Junction proposes to amend the Submittal Standards for Improvements and Development (SSID) to reflect the statutory requirement for landscape plans to be stamped by a Landscape Architect licensed by the State of Colorado, pursuant to C.R.S. §12-45-101 et seq.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed Ordinance and set a public hearing for Monday, November 17, 2008.

Attachments: Staff report and proposed Ordinance.

Background Information: The City of Grand Junction considers amendments to development standards from time to time, including the submittal standards and requirements for development applications. Certain updates and changes are desirable to maintain the effectiveness of the development review process and to ensure that the goals and policies of the Growth Plan are being implemented.

STAFF ANALYSIS:

C.R.S. §12-45-101

An amendment is proposed to the Submittal Standards for Improvements and Development (SSID) to reflect the statutory requirement for landscape plans to be stamped by a Landscape Architect licensed by the state of Colorado, pursuant to C.R.S. §12-45-101 et seq. Colorado communities, both cities and counties, are adopting this standard to avoid becoming a haven for unlicensed Landscape Architects practicing in their communities.

C.R.S §12-45-101 et seq. provides an exemption for landscape plans for residential properties consisting of four or fewer lots or units and including no common areas. The proposed amendment includes this exemption.

To ensure that quality control and assurance standards are met, and to ensure compliance with the approved landscape plan, a letter of compliance will be required prior to final approval of a project.

CONSISTENCY WITH GROWTH PLAN:

The proposed amendments to the SSID are consistent with the goals and policies of the Growth Plan, including, but not limited to the following:

Policy 6.5: The City and County will encourage the use of non-potable water for irrigation, particularly for recreation uses, common areas and other public spaces.

Policy 1.04: The City and County will encourage development designs that enhance the sense of neighborhood.

Policy 13.3: The City and County will foster improved community aesthetics through improved development regulations addressing landscaping, screening of outdoor storage and operations, building orientation, building design, signage parking lot design and other design considerations.

Policy 13.10: The City and County will develop Code provisions that enhance landscape requirements, yet are appropriate to the climate and available plant species of the Grand Valley.

FINDINGS OF FACT/CONCLUSIONS:

After review of the proposed amendments, the Planning Commission made the following findings of fact and conclusions:

1. The proposed amendments are consistent with the goals and policies of the Growth Plan.

PLANNING COMMISSION RECOMMENDATION:

After review and consideration of the proposed amendments, the Planning Commission forwarded a recommendation of approval to City Council of the proposed amendments, TAC-2008-295, with the findings and conclusions listed above.

CITY OF GRAND JUNCTION

ORDINANCE NO.

AN ORDINANCE AMENDING THE SUBMITTAL STANDARDS FOR IMPROVEMENTS AND DEVELOPMENT (SSID) TO REQUIRE LANDSCAPE PLANS TO BE STAMPED BY A LICENSED LANDSCAPE ARCHITECT

Recitals:

The City of Grand Junction considers amendments to development standards from time to time, including the submittal standards for development applications. Certain updates and changes are desirable to maintain the effectiveness of the development review process and to ensure that the goals and policies of the Growth Plan are being implemented.

An amendment to the Submittal Standards for Improvements and Development (SSID) is proposed to reflect the statutory requirement that landscape plans to be stamped by a Landscape Architect licensed by the state of Colorado, pursuant to C.R.S. §12-45-101 et seq. C.R.S §12-45-101 et seq. provides an exemption for landscape plans for residential properties consisting of four or fewer lots or units and including no common areas. The proposed amendment includes this exemption.

The City Council finds that the request to amend the Submittal Standards for Improvements and Development (SSID) is consistent with the goals and policies of the Growth Plan.

The Planning Commission, having heard and considered the request, found the proposed amendments further several goals and policies of the Growth Plan and recommended approval of the proposed amendments to the Submittal Standards for Improvements and Development (SSID).

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE ZONING AND DEVELOPMENT CODE BE AMENDED AS FOLLOWS:

Amend Section V-10, Drawing Standards Checklist, Landscape Plan, by adding the following new text in Section V – Graphic Standards and a new footnote under Comments. New text is highlighted in yellow.

DRAWING STANDARDS CHECKLIST

LANDSCAPE PLAN

	ITEM	GRAPHIC STANDARDS
SECTION V - GRAPHIC STANDARDS	A	Scale: 1" = 10' or 20'
	B	Sheet size: 24" X 36"
	C	Primary features consist only of landscape features
	D	Notation: All non-construction text, and also construction notation for all primary features
	E	Line weights of existing and proposed (secondary and primary) features per City Graphic Standards
	H	Vertical control: Benchmarks on USGS datum
	I	Orientation and north arrow
	K	Title block with names, titles, preparation and revision dates
	M	Legend of symbols used
	N	List of abbreviations used
	P	Multiple sheets provided with overall graphical key and match lines
	Q	Contouring interval and extent
	R	Neatness and legibility
	S	Stamped and sealed drawings by a Professional Landscape Architect licensed in Colorado pursuant to C.R.S. §12-45-101 et seq.
	ITEM	FEATURES
	1	Use the Site Plan as a base map
	2	Identify areas to be covered with specific landscaping materials
	3	Boulders, mounds, swales, water courses, rock outcroppings
	4	Planting Material Legend includes common and botanical names, quantities, minimum purchase sizes, mature height, groundcover/perennial spacing, types of soil and other remarks
	5	Specification of soil type and preparation
	6	Landscape irrigation layout, design, materials and details (if requested by City staff)
	7	Planting/staking and other details as required
	8	Required note on Plan: "An underground, pressurized irrigation system will be provided"
	9	Space for approval signature by Community Development with date and title
	10	R.O.W. fence plan
	11	Subdivision entrance or monument sign (if proposed)
	12	Calculations used to derive required number of trees, shrubs and turf

13	Location of overhead utilities if crossing proposed landscaped areas
14	Show all fire hydrants and all above ground utilities and manholes located within landscape areas.
15	Sight triangle per TEDS at all intersections and access points.
COMMENTS	
1. This drawing may be eliminated if information may be put on the Site Plan. See Note (2) on the Site Plan Checklist. 2. This drawing must be stamped and sealed by a Licensed Landscape Architect except: (1) Landscape Plans for residential properties consisting of four or fewer lots or units and including no common areas.	

Amend Section VII.C.a.i.(2) as follows:

(2) Facilities that may ultimately impact the public at large, such as Stormwater Best Management Practices, overlot grading, private detention/retention basins, and storm water collection and conveyance, and required landscaped areas.

Create new Section VII.C.b.ix to read as follows:

ix. Letter of Compliance A letter from a Landscape Architect, licensed by the state of Colorado, which states that they have inspected the site and certify compliance of the installed, constructed improvements with the approved landscape plan(s).

Introduced for first reading this ____ day of _____, 2008.

Passed and adopted this ____ day of _____, 2008.

Gregg Palmer
President of the Council

Attest:

Stephanie Tuin
City Clerk

Attach 10

Setting a Hearing on Provisions Regarding Growth Plan Amendments to be Reviewed Concurrently with Zoning Requests

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Provisions Regarding Growth Plan Amendments to be Reviewed Concurrently with Zoning Requests		
File #	TAC-2007-307		
Meeting Day, Date	Monday, November 3, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	October 24, 2008		
Author Name & Title	Lisa E. Cox, Planning Manager		
Presenter Name & Title	Lisa E. Cox, Planning Manager		

Summary: The City of Grand Junction adopted Ordinance No. 4140 on November 19, 2007 which contained a sunset clause that required Council to reconsider the provisions of the ordinance twelve (12) months from its adoption. Ordinance 4140 amended Section 2.5 (E) of the Zoning and Development Code to allow amendments to the Growth Plan and/or the Future Land Use Map more than twice each calendar year.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed Ordinance and set a public hearing for November 17, 2008.

Attachments:

1. Staff report
2. Ordinance No. 4140
3. Proposed ordinance

Background Information: The City of Grand Junction considers proposed updates and changes to the Zoning and Development Code on a regular basis to ensure that the Code is addressing development issues in an efficient and effective manner. Certain updates and changes to the Code are desirable to maintain the Code's effectiveness and to ensure that the goals and policies of the Growth Plan and Future Land Use Map are being implemented.

On November 19, 2007 City Council adopted Ordinance No. 4140 which amended Section 2.5 of the Zoning and Development Code to allow amendments to the Growth

Plan and/or the Future Land Use Map more than twice each calendar year. The Ordinance contained a sunset clause that required Council to reconsider the provisions of the Ordinance twelve (12) months from its adoption. If the Ordinance is not readopted then Section 2.5 (E) will revert to earlier terms that only allowed amendments to the Growth Plan and/or Future Land Use Map to be considered twice a year.

The City has accepted applications to amend the Growth Plan and Future Land Use Map for approximately 11 months in accordance with Section 2.5 (E) of the Zoning Code. During that time, a total of nine (9) applications have been processed.

For the past 14 months the City has worked with Mesa County and the public to develop a Comprehensive Plan that is anticipated to be adopted in early 2009. While the new approach to accepting applications at any time during the year appears to work well and there have only been 9 applications filed, it's possible that some property owners may be waiting to see what the adopted Comprehensive Plan will produce.

If the provisions of Ordinance No. 4140 are readopted by Council now, it may be necessary, after the new Comprehensive Plan has been adopted, for Council to revisit the criteria and opportunities to accept applications to amend the new Plan.

PLANNING COMMISSION RECOMMENDATION: On October 23, 2007 the Planning Commission forwarded a recommendation of approval to City Council to amend Section 2.5 (E) of the Zoning Code to allow amendments to the Growth Plan and/or the Future Land Use Map more than twice each calendar year.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4140

**AN ORDINANCE AMENDING SECTION 2.5 OF THE ZONING
AND DEVELOPMENT CODE TO ALLOW AMENDMENTS TO THE
GROWTH PLAN AND/OR THE FUTURE LAND USE MAP MORE
THAN TWICE EACH CALENDAR YEAR**

Recitals:

The City Council amended Section 2.5 of the Zoning and Development Code on March 21, 2007 (Ordinance No. 4055), to allow for the review of a Growth Plan Amendment concurrently either with adoption of a zone of annexation of property, and/or concurrently with a request to rezone property to Planned Development (PD).

During the Council's consideration of Ordinance No. 4055, discussion of the current requirements of Section 2.5 (E)(1)(a), which limits proposed amendments to twice each year, occurred. Some Council members were concerned that the requirement is unduly restrictive.

Because the nature of a master plan, such as the Growth Plan and the Future Land Use Map (together the "Growth Plan") should be reflective of the changing conditions in the community and because the Grand Valley, and the City in particular, are experiencing significant growth pressure, the limitations on reviews of the Growth Plan should be eliminated.

The Planning Commission, having heard and considered this proposed amendment to Section 2.5 of the Zoning and Development Code, has recommended approval of the proposed revision.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE ZONING AND DEVELOPMENT CODE BE ADMENDED AS FOLLOWS:

1. Repeal and reenact Section 2.5.E to read as follows:

"E. Application requirements and processing procedures in Table 2.1 and Section 2.3 B apply, except that changes to the Growth Plan, including map amendments and text amendments, shall be processed when they are received.

1. **Application Requirements.**

a. **Minimum Requirements.** In making a request for a plan amendment, the applicant shall address each of the criteria provided in this Section.

b. **Optional Materials.** In addition to the required written descriptions, justifications and responses, the City Council, Planning Commission or staff may request additional documents, reports, studies, plans and drawings as deemed necessary to fully evaluate the request. The applicant may submit additional relevant materials.

2. Notice.

a. **Property Sign.** Signs giving notice are not required for text amendment requests, nor for map amendments initiated by the City as a Citywide or area plan process or requests relating to more than five percent (5%) of the area of the City.

b. **Mailed Notice.** A mailed notice is not required for a map amendment request relating to more than five percent (5%) of the area of the City and/or related to a Citywide or area plan process, or for text amendment requests; however, the Director shall give notice in an advertisement in a local newspaper of general circulation (Section 2.3.b.6.)

3. Hearing. If action by the City and the County is required, the Director will attempt to arrange a joint meeting of city and County Planning Commissions, although such joint meetings are not required. If a joint hearing is held, the chairpersons shall jointly determine how to conduct such a hearing. Each commission shall vote separately.

4. Timing. If both the City and County should act, and thirty (30) calendar days have passed since action by one entity without action by the second entity, the decision of the first entity shall control."

2. Sunset Clause. This Ordinance shall be reviewed by the City Council twelve (12) months from its adoption. If the Ordinance is not readopted then the Ordinance shall be null, void and of no effect and Section 2.5 (E) shall revert to the terms written prior to this Ordinance.

Introduced for first reading this 5th day of November, 2007.

Passed and adopted this 19th day of November, 2007.

/s/ James J. Doody
James J. Doody
President of the Council

Attest:

/s/ Stephanie Tuin
Stephanie Tuin
City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE READOPTING THE PROVISIONS OF ORDINANCE NO. 4140 WHICH AMENDED SECTION 2.5 OF THE ZONING AND DEVELOPMENT CODE TO ALLOW AMENDMENTS TO THE GROWTH PLAN AND/OR THE FUTURE LAND USE MAP MORE THAN TWICE EACH CALENDAR YEAR

Recitals:

On November 19, 2007 City Council adopted Ordinance No. 4140 which amended Section 2.5 (E) of the Zoning and Development Code to allow amendments to the Growth Plan and/or the Future Land Use Map more than twice each calendar year.

The Ordinance contained a sunset clause that required Council to reconsider the provisions of the Ordinance twelve (12) months from its adoption. If the Ordinance is not readopted then Section 2.5 (E) will revert to earlier terms that only allowed amendments to the Growth Plan and/or Future Land Use Map to be considered twice a year.

The City has accepted applications to amend the Growth Plan and Future Land Use Map for approximately 11 months in accordance with Section 2.5 (E) of the Zoning Code. City Council wishes to extend the provisions of Ordinance No. 4140.

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

The provisions of Ordinance No. 4140 that pertain to Section 2.5 (E), previously adopted on November 19, 2007, shall be readopted.

Introduced for first reading this ____ day of _____, 2008.

Passed and adopted this ____ day of _____, 2008.

Gregg Palmer
President of the Council

Attest:

Stephanie Tuin
City Clerk

Attach 11
Subrecipient Contracts for Projects within the 2008 CDBG Program Year
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Subrecipient Contracts for Projects within the 2008 Community Development Block Grant (CDBG) Program Year		
File #	CDBG 2008-04and 2008-06		
Meeting Day, Date	Monday, November 3, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	October 22, 2008		
Author Name & Title	Kristen Ashbeck, Senior Planner		
Presenter Name & Title	Kristen Ashbeck, Senior Planner		

Summary: The Subrecipient Contracts formalize the City’s award of a total of \$230,400 to various non-profit organizations allocated from the City’s 2008 CDBG Program as previously approved by Council.

Budget: 2008 Community Development Block Grant Funds

Action Requested/Recommendation: Authorize the City Manager to sign the Subrecipient Contracts with the Riverside Task Force and the Center for Independence for the City’s 2008 CDBG Program Year.

Attachments:

1. Exhibit A, Subrecipient Contract – Riverside Task Force
2. Exhibit A, Subrecipient Contract – Center for Independence

Background Information:

CDBG 2008-04 Riverside Task Force (RTF) Property Acquisition: The Riverside Task Force will acquire two of the residential parcels east of the existing campus. The



current 2-acre campus consists of the Dual Immersion Elementary School, the Community Center in the old Riverside School which also houses some uses for the elementary school, playground and parking areas. The restored school has achieved optimal

usage, with the majority of the 4,000 square feet of functional space being utilized by the elementary school, after-school programs and other community uses.

In this final phase of campus development, the Riverside Task Force will utilize \$220,900 CDBG funds to purchase the two closest residential properties – 542 and 538 West Main Street. The acquisition would add functional acreage to the existing campus.

CDBG 2008-06 Center for Independence (CFI) New Horizon Vocational Center: CFI expanded its program services in September 2007 to include vocational training for persons with disabilities. To date, the program has evolved to a 4 day per week class that has culinary training, janitorial training, computer skills training and is a self-



directed consumer group that establishes goals for their own program. 22 persons are presently enrolled in the program and 10 more are expected to be added in the coming year.

CDBG funds in the amount of \$9,500 have been awarded to assist with capital funds to upgrade dated electrical systems in the kitchen used by the program at the 740 Gunnison Avenue facility.

These organizations are considered “subrecipients” to the City. The City will “pass through” a portion of its 2008 Program Year CDBG funds to these organizations but the City remains responsible for the use of these funds. These contracts outline the duties and responsibilities of each party/program and are used to ensure that the organizations comply with all Federal rules and regulations governing the use of these funds. The contracts must be approved before the subrecipient may spend any of these Federal funds. Exhibit A of each of the contracts (attached) contains the specifics of the projects and how the money will be used by the organizations and agencies.

**2008 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
RIVERSIDE TASK FORCE, INC.**

**EXHIBIT "A"
SCOPE OF SERVICES**

1. Riverside Task Force, Inc. has been awarded \$220,900 from the City's 2008 Community Development Block Grant (CDBG) funding cycle to acquire property(ies) for the expansion of the Riverside Community Center campus.
2. Riverside Task Force, Inc. understands that the funds described in paragraph 1. above are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. Riverside Task Force, Inc. shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically stated in the contract. Riverside Task Force, Inc. shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been and if required will continue to be met.
3. The City agrees to pay Riverside Task Force, Inc. \$220,900 from its 2008 Program Year CDBG Entitlement Funds for the acquisition of two residential properties directly east of the existing campus, most likely the properties located at 538 and 542 West Main Street. The acquisition would add functional acreage to the existing campus. Acquisition (or acquire) as used in this agreement means closing and recordation of any and all deeds or evidence(s) of conveyances. If the subrecipient fails to acquire the property on or before June 30, 2009 this agreement shall be null and void.
4. Riverside Task Force, Inc. certifies that it will meet the CDBG National Objective of low/moderate limited clientele benefit (570.208(a)(2)). It shall meet this objective by providing services to low/moderate income persons in Grand Junction, Colorado.
5. Riverside Task Force, Inc. certifies that it will meet eligibility requirements for the CDBG program. The acquisition of the properties is eligible under 570.201(c) Public Facilities and Improvements; acquisition where the property is acquired for a public purpose and owned/operated by a non-profit organization.

_____ Riverside Task Force, Inc.
_____ City of Grand Junction

6. CDBG funds shall be used ONLY for acquisition costs. All additional costs (including any additional costs required for the property acquisition) shall be borne by Riverside Task Force, Inc. Any property improvements and repair and/or rehab work are outside the scope of this contract.
7. Riverside Task Force, Inc. will purchase at least 2 of the 4 properties directly east of the existing Riverside Community Center campus. If Riverside Task Force, Inc. fails to utilize the properties as expansion for the expansion of the Riverside Community Center expansion by December 31, 2014, Riverside Task Force, Inc. shall refund the City of Grand Junction CDBG funding.
8. During a period until December 31, 2014 the use or planned use of the property may not change unless 1) the City determines the new use meets one of the National Objectives of the CDBG Program and 2) Riverside Task Force, Inc. provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If Riverside Task Force, Inc. decides, after consultation with affected citizens that it is appropriate to change the use of the property to a use which the City determines does not qualify in meeting a CDBG National Objective, Riverside Task Force, Inc. must reimburse the City as established in paragraph 7 above. After December 31, 2014, the only City restrictions on use of the property shall be those found within the City's laws, rules, codes and ordinances.
9. This project shall commence upon the full and proper execution of the 2008 Subrecipient Agreement and the completion of all necessary environmental review of the site. Acquisition of the properties as deemed by this agreement shall be completed on or before June 30, 2009. No reimbursement shall be made prior to that date if the subrecipient has not acquired the property.
10. The City of Grand Junction shall monitor and evaluate the progress and performance of Riverside Task Force, Inc. to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring, and evaluating criteria and standards. Riverside Task Force, Inc. shall cooperate with the City or HUD relating to such monitoring and evaluation.

_____ Riverside Task Force, Inc.
_____ City of Grand Junction

11. Progress Reports: Riverside Task Force, Inc. shall provide quarterly financial and

performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A year-end report detailing income data of residents shall also be submitted by March 30th of the following year. A final report shall also be submitted once the project is completed. All required reports shall be sent to Kristen Ashbeck, Senior Planner, 333 West Avenue Building C, Grand Junction, Colorado 81501.

12. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis or paid at property closing. Riverside Task Force, Inc. shall notify the City two weeks in advance of the closing date.

Riverside Task Force, Inc.
City of Grand Junction

**2008 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
CENTER FOR INDEPENDENCE**

**EXHIBIT "A"
SCOPE OF SERVICES**

1. The City agrees to pay to the Subrecipient, subject to the subrecipient agreement, \$9,500.00 from its 2008 Program Year CDBG Entitlement Funds for the electrical remodeling of the New Horizon Vocational Center located in the CFI offices located at 740 Gunnison Avenue in Grand Junction, Colorado ("Property" or "the Property"). The general purpose of the project is to upgrade dated electrical systems in the kitchen used for the vocational training program for persons with disabilities at the 740 Gunnison Avenue facility.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate limited clientele benefit (570.208(a)(2)). It shall meet this objective by providing the above-referenced services to low/moderate income persons in Grand Junction, Colorado. In addition, this project meets CDBG eligibility requirements under section 570.201(e), Public Services.
3. The project consists of capital construction/improvement to the interior of the kitchen located in the building at 740 Gunnison Avenue. The existing electrical systems date to the 1930s when the structure was built and cannot accommodate modern kitchen equipment and appliances. The Property is owned by CFI, which will continue to operate the facility. It is understood that the City's grant of \$9,500.00 in CDBG funds shall be used only for the interior electrical improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2008 Subrecipient Agreement and the completion of all appropriate environmental, Code, State and Local permit review and approval and compliance. The project shall be completed on or before December 31, 2009.

_____ Center for Independence
_____ City of Grand Junction

5. The project budget for the improvements to the 740 Gunnison Avenue facility to be funded with CDBG is as listed below.

NEW HORIZON VOCATIONAL CENTER KITCHEN

Replace electrical panel	\$
7,500	
Contingency/Environmental/Other Wiring as needed	\$ 2,000
TOTAL PROJECT COST	\$
9,500	

6. The New Horizon Vocational Center program is a 4 day per week class that has culinary training, janitorial training, computer skills training and is a self-directed consumer group that establishes goals for their own program. 22 persons are presently enrolled in the program and 10 more are expected to be added in 2009.
7. The City of Grand Junction shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the date of completion of the project the use of the Property improved may not change unless: 1) the City determines the new use meets one of the National Objectives of the CDBG Program, and 2) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Property to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the City's \$9,500.00 CDBG contribution. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Property shall be in effect.

_____ Center for Independence
_____ City of Grand Junction

10. The Subrecipient understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Center for Independence
_____ City of Grand Junction

Attach 12
Public Hearing—Rezoning Property Located at 1211 Hermosa Avenue
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Hermosa Rezone – Located at 1211 Hermosa Avenue		
File #	RZ-2008-216		
Meeting Day, Date	Monday, November 3, 2008		
Placement on the Agenda	Consent		Individual X
Date Prepared	October 22, 2008		
Author Name & Title	Judith Rice, Associate Planner		
Presenter Name & Title	Judith Rice, Associate Planner		

Summary: Request to rezone .24 acres, located at 1211 Hermosa Avenue, from R-8 (Residential, 8 du/ac) zone district to RO (Residential Office) zone district.

Budget: N/A

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

Attachments:

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

Background Information: See attached staff report and background information.

BACKGROUND INFORMATION					
Location:		1211 Hermosa Avenue			
Applicants:		Amy C. Brucker, Owner Buzz Schoenbeck, Representative			
Existing Land Use:		Residential, Single Family			
Proposed Land Use:		General Office			
Surrounding Land Use:	North	Single Family Residential			
	South	Church			
	East	Single Family Residential			
	West	Multifamily Residential			
Existing Zoning:		R-8 (Residential 8 du/ac)			
Proposed Zoning:		RO (Residential Office)			
Surrounding Zoning:	North	R-8 (Residential 8 du/ac)			
	South	R-8 (Residential 8 du/ac)			
	East	R-8 (Residential 8 du/ac)			
	West	RO (Residential Office)			
Growth Plan Designation:		Residential Medium (4 to 8 du/ac)			
Zoning within density range?		X	Yes		No

STAFF ANALYSIS:

1. Background

The parcel was annexed in 1966 with the North 12th Street Annexation and zoned R-1-C (Single Family Residential) in March 1967. The property was platted as Lot 1 of the B and B Subdivision in May of 1975 and City zoning maps from 1994 show an R-8 (Residential 8 du/ac) zone district. With the adoption of the revised zoning and Development Code and Zoning Map in 2000, the property became RSF-8, to which the City currently refers to as R-8. This property has been a single family residence since 1945. The property contains one dwelling unit with a detached garage and is situated at the corner of 12th Street and Hermosa one block north of Patterson Road.

2. Consistency with the Growth Plan

Growth Plan Policy 1.3 states that City decisions regarding the type and intensity of land uses will be consistent with the Future Land Use Map and Plan policies. The RO

zone district implements the Residential Medium Future Land Use classification of the Growth Plan.

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

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

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

Response: The existing zoning was not in error at the time of adoption. However, the RO zone district was developed in the year 2000 for properties adjacent to major corridors to create transitional uses.

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

Response: This section of 12th Street, which connects the B-1(Neighborhood Business) zoned businesses one block to the south on Patterson Road and the commercial area at the corner of 12th Street and Horizon Drive to the north, has become a busy corridor. Single family residential use is not the prevalent use along this section of the 12th Street corridor. Located on large lots are the following: St. Mary's Hospital Life Center, Docs on Call, two Assisted Living facilities, four churches and four large multifamily developments (Northwoods, Lakeside, Heather Ridge Apartments and Horizon Towers). Existing zones districts along this stretch of 12th Street include PD (Planned Development), R-24 (Residential 24 du/ac), R-16, R-8, R-4 and RO.

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

Response:

- a. The RO zone district was established to provide low intensity, non-retail, neighborhood service and office uses that are compatible with adjacent residential neighborhoods. All construction in the RO district must be designed with architectural considerations consistent with existing buildings, which also includes operational, site design and layout.
- b. The proposed zoning district of RO implements the Residential Medium High future land use classifications of the Growth Plan.

c. A Site Plan Review will be required with the change in use from Residential to General Office in an RO zone district per the Zoning and Development Code and other City regulations.

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

Response: The property utilizes an 8 inch Ute water line. In addition, an 8 inch sewer line and electrical services are available and currently in use at the property. Adequate access exists from the alley which has been improved.

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

Response: The RO zoning directly across 12th Street to the west is being used only for residences. There are no properties along this length of 12th Street zoned RO that are being used for low impact office or service businesses. There is a demand for office space along 12th Street near Mesa State College, St Mary's Hospital, large apartment complexes and a commercial intersection at 12th and Patterson.

6. The community will benefit from the proposed zone

Response: The applicant indicates that the proposed business is locally owned and will provide employment for up to 5 Grand Valley residents as well as real estate services. With a change in use to office space, the property will be improved with required buffer landscaping.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Hermosa Rezone, RZ-2008-216, a request for a rezone of the property from R-8 to RO, the following findings of fact and conclusions have been determined:

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

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the requested rezone to the City Council on September 23, 2008, finding the zoning from R-8 (Residential 8 du/ac) to RO (Residential Office) zone district to be consistent with the goals and policies of the Growth Plan and Section 2.6.A of the zoning and Development Code.

Site Location Map

Figure 1



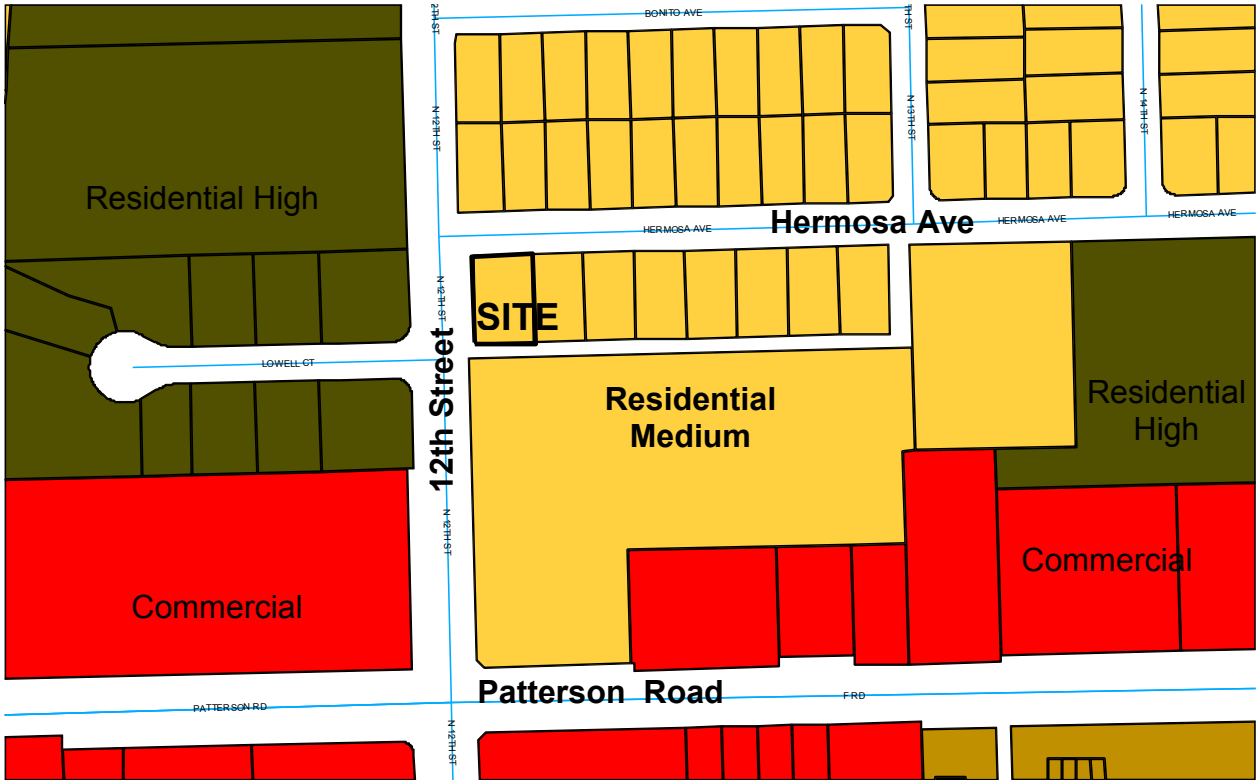
Aerial Photo Map

Figure 2



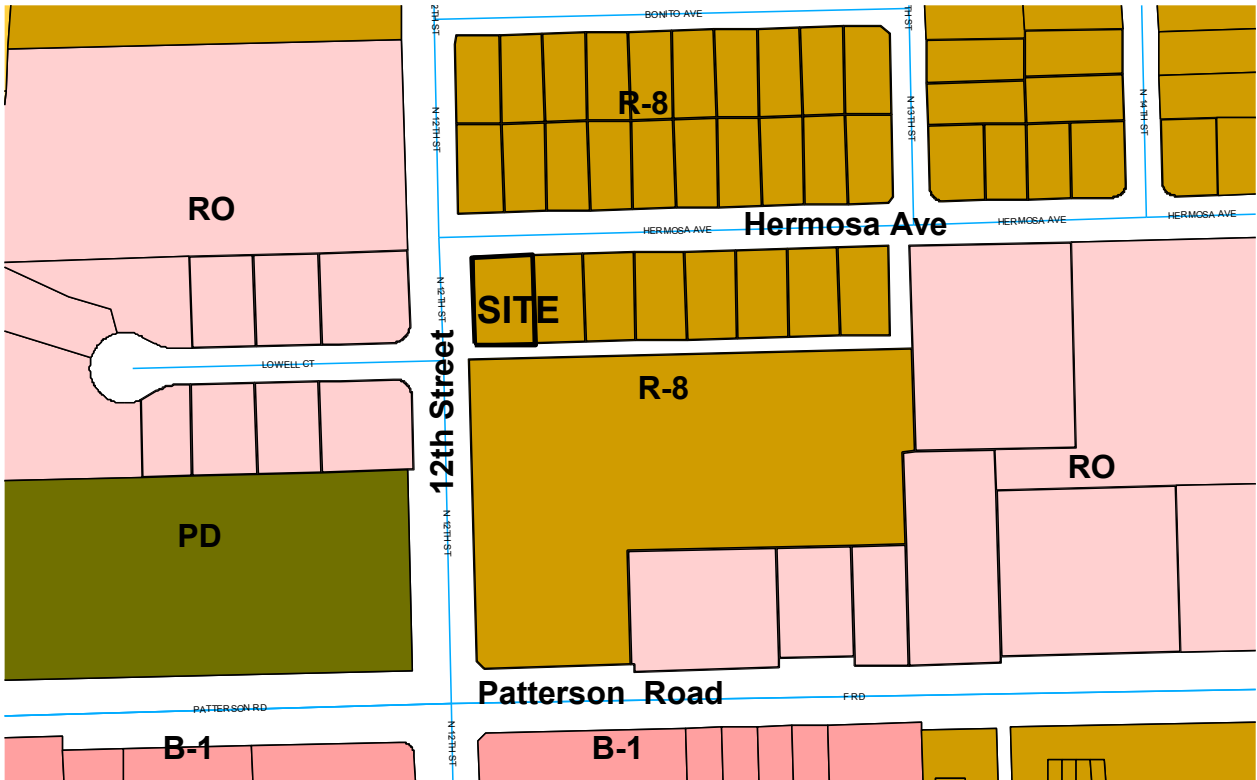
Future Land Use Map

Figure 3



Existing City Zoning

Figure 4



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE REZONING THE PROPERTY KNOWN AS
1211 HERMOSA AVENUE
FROM R-8 (RESIDENTIAL 8 DU/AC) TO RO (RESIDENTIAL OFFICE)**

LOCATED AT 1211 HERMOSA AVENUE

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of rezoning property located at 1211 Hermosa Avenue to the RO (Residential Office) 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 districts meet the criteria found in Section 2.6 of the Zoning & Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RO (Residential Office) zone district is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning & Development Code.

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

The following property be zoned RO (Residential Office):

Lot 1, Block 1, B and B Subdivision

Said property contains .24 acres, more or less, as described.

Introduced on first reading this 13th day of October, 2008 and ordered published.

Adopted on second reading this ____ day of _____, 2008.

ATTEST:

President of the Council

City Clerk