

AGENDA
City Council Winter Retreat
Friday, January 16, 2015
9:00 AM to 5:00 PM
HopeWest Hospice Care Center
3090 North 12th Street, Suite B

AGENDA ITEMS:

9:00 – 10:30 AM

Work Plan Review – Council, Rich Englehart, Tim Moore, John Shaver

- 2015 Work Shop Review ([*attachment*](#))
- North Ave. re-naming update
- Avalon Advisory Board Formation ([*attachment*](#))
- Other

10:30 AM – 5:00 PM

Ballot Related Topics – Council and Staff

- Broadband – SB-152 ([*power point and attachments*](#))
- TABOR Excess ([*power point*](#))

General Topic Discussion Direction ([*power point*](#))

- Communication Center – Chief Camper ([*attachment*](#))
- Persigo Agreement – John Shaver ([*attachments*](#))
- Buthorn Drainage – Greg Lanning ([*attachments*](#))

Department Head Roundtable Update Items and 2015 Budget Implementation

Council Comments

Other Business

5:00 PM

Adjourn

2015 Work Shop Items

TOPIC LIST AND PROGRESS REPORT

- Property Negotiations (**December 15th – 4:30pm Executive Session**)
- Council Work Session (**December 15th – 5:00pm**)
 - Fire Station #4
 - TABOR
 - Stormwater
 - Legislative Update
 - Other Business
 - Comprehensive Plan Update
 - Short Term Rentals
 - Urban Trails Bylaws
 - Update on USFWS bird meeting
 - Airport Applicant
- City Manager/City Attorney Performance review (**December 17th 4:00pm Executive Session**)
- 2015 Budget Presentation and City Council approval on 7-0 vote (**December 17th 7:00pm Council meeting**)
- ED Partners End of Year and 2015 Forecast of Work Items. (**December 17th 7:00pm Council meeting**)
- Mayors and Managers Luncheon Quarterly Meetings (**January 15th 11:30am**)
 - Economic Development
 - Broadband
- Winter Retreat (**January 16th 9:00am-5:00pm**)
 - Work Plan Review
 - Ballot Related Topics
 - SB-152 Override
 - TABOR Excess
 - Communication Center
 - Persigo Agreement
 - Buthorn Drainage
- Council Work Session (**January 19th – 5:00pm**)
 - Broadband
 - Museum
 - Rockies Fireworks
- Municipalities Dinner (**January 22nd – 6:00pm**)
 - Tour of the Communication Center
 - Communication Center Discussion Topic
 - Addressing Update

TOPICS

Airshow is returning to Grand Junction in 2015. The dates are October 10th and 11th.

Northern Fire Station

Westside Parkway

Stormwater

Buthorn

5-2-1

Legislative Updates

Comprehensive Plan

Urban Trails

Communications Center governance and funding

Persigo Agreement

Fire Partnerships

City/Airport Fire Protection

Downtown Project

Broadband

Wireless
Foreign Trade Zone
ED Marketing Plan
State Regional Center
Whitman Park
Long Range Financial Plan
3-5 Yr. Capital Plan
Training Facility Water Project
Property Inventory
 City Property
 School District Properties
Facilities Assessment
B ½ Overpass Landscaping Project
Matchett Park
 Recreation Center
Las Colonies
Homelessness/Neighborhoods
 Parks Patrol
Vacation Rentals by Owners

Avalon Advisory Committee

The City Council, as owner of the historic Avalon Theatre, has determined that it would benefit from the formation of a single advisory board for the on-going purposes of operating and maintaining the Theatre.

That board, which shall be known as the Avalon Advisory Committee, together with the cooperation of City and Downtown Development Authority (DDA) staff, shall act to enhance and further the functional, aesthetic and cultural value of the recently restored and expanded Avalon Theatre.

The committee shall have, as one of its principal missions the coordination of key stakeholders and Theatre users/user groups. The Committee shall strive to make recommendations to the City on the operations of the Theatre so that the Theatre will function in a financially responsible manner and continue to meet the needs of the users and the City.

To those ends the City Council has determined that a seven (7) member committee shall be appointed. The structure and composition of the committee shall be as follows:

One member recommended by the DDA Board and confirmed by City Council; one member recommended by the Avalon Theatre Foundation Board and confirmed by City Council and one member recommended by the Downtown Business Improvement District (DBID) Board and confirmed by City Council;

Four at large members to be confirmed by City Council with one member representing one or more of the following desirable disciplines to the satisfaction of a majority of the City Council:

Marketing/Business Management/Tourism/Event Management – This member should exhibit marketing creativity, have a strong business operations sense, understand the concept and value of art, recreation and leisure to Grand Junction and most importantly, have an understanding of event promotions/management, possibly a representative of Sandstone Entertainment or the VCB staff or board.

Fund Raising/Capital Improvement Management/Grant Writing – This member shall have a thorough knowledge of fundraising strategy and execution. He/she will understand capital improvement project management and be familiar with capital improvement logistics. He/she will also understand the value of grant writing/fund raising with the knowledge to tap those resources.

Arts Community/Historic Preservation/Cultural Influences – This member shall be involved with and be an advocate for the arts community, as well as be in tune with historic values. He/she will have connections in cultural circles; keeping in touch with the opinions and values of such influences.

Citizen/Avalon Patron – This member shall represent the citizens of the City and preferably be a patron of the Avalon /represent a consumer of Avalon Theatre services.

The committee shall develop by laws, which shall provide for a Chair and a Vice-chair and at the pleasure of the Board various committees. The Chair and Vice-Chair may serve more than one term subject to annual confirmation by a majority of the committee of the whole. The Chair and Vice-chair shall be initially appointed by the City Council.

Two Committee members will serve a one year term, two members will serve two year terms and three members will serve three year terms. The City Council will determine (by blind draw) which members will serve which terms.

One and two year members may serve three uninterrupted terms; three year members shall may serve two uninterrupted terms.

The Committee by and through its Chair shall on or before February 15 (we may need to change this date to better correspond with the budget process if changes are needed) of each year, submit an annual written report to the City Council documenting Theatre operational concerns and recommendations for improvement(s) for both operations and capital improvement. Unless reauthorized by City Council, the committee will sunset and cease to exist on January 30, 2021.

The City Manager or his designee will serve as an ex-officio member of the committee.

The Committee members shall evaluate budget(s), fund raising activities, capital contributions, operating revenues and losses and anticipated usage, including but not limited to food and beverage service and other business aspects of the Theatre.

The Committee shall develop a policy and review and recommend to the Council each and every request for donations of the use of the Theatre in whole or in part.

The Committee shall develop an Operations Manual which shall address among matters the bylaws of the Committee, a Five year plan for the Theatre, operating polices including but not limited to donation, scheduling, audition, rehearsal and maintenance policies, inclement weather/show canceling procedures, box office policies (including hours or operation, fees, surcharges, refunds), medical emergency procedures, set construction, opening and closing the house, technical operations, performance policies (performers, musicians, volunteers – backstage, technical and box office), concessions, calendaring, house and performers contract forms.

Broadband Discussion

JANUARY 16TH CITY COUNCIL RETREAT

What is Broadband?

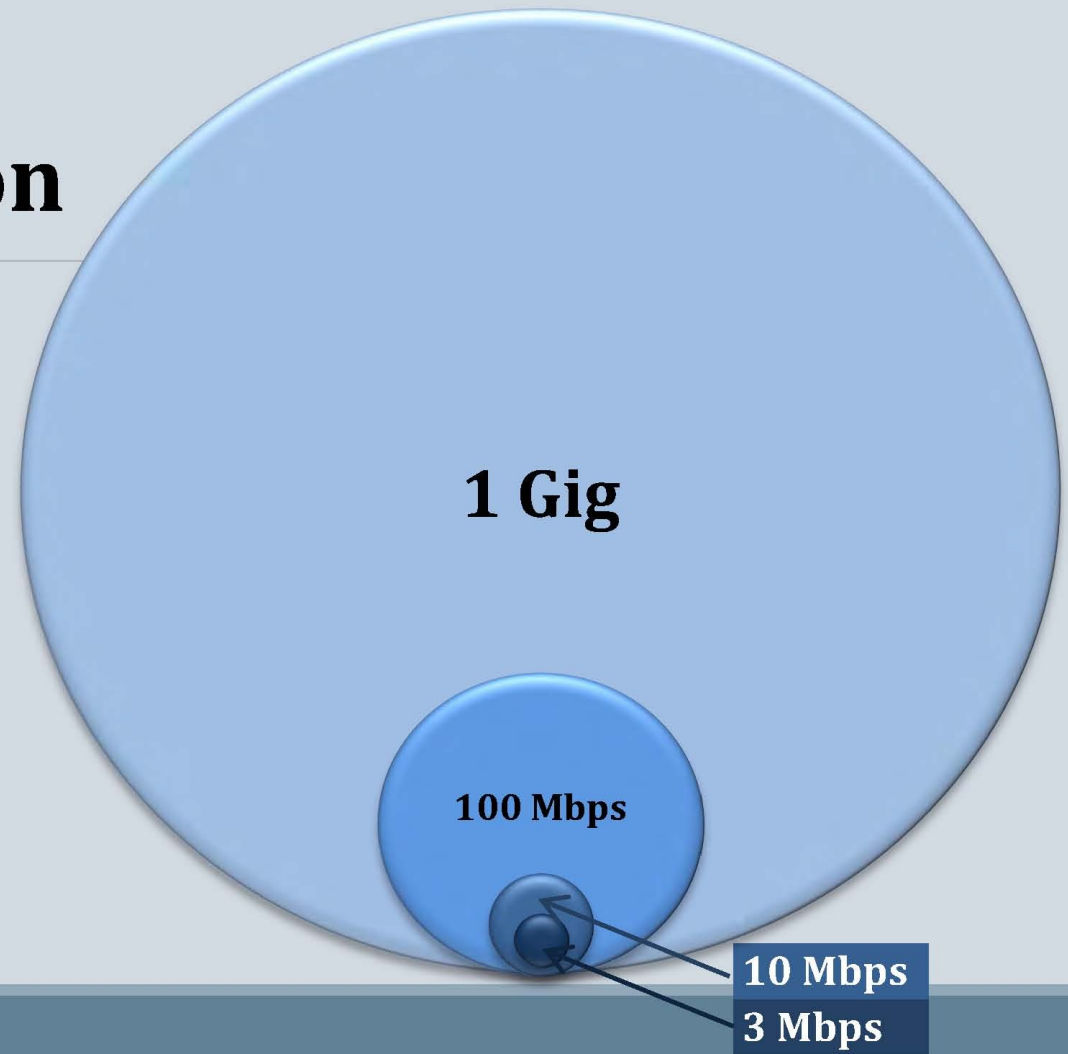
- High-Speed Internet
- CURRENT FCC Definition
 - 4 Mbps Down / 1 Mbps Up
 - As of 2010
- PROPOSED FCC Definition
 - 25 Mbps Down / 3 Mbps Up
- Increase demand, increased applications lead to increased speed needs
- Nielsen's Law

Why is it important?

- Essential and Viewed as 4th “Utility”
- Citizen and Business Needs
- Expectation in Site Selection for Relocation or Expansion
- Direct Correlation between Access and Job Retention, Creation and Economic Growth

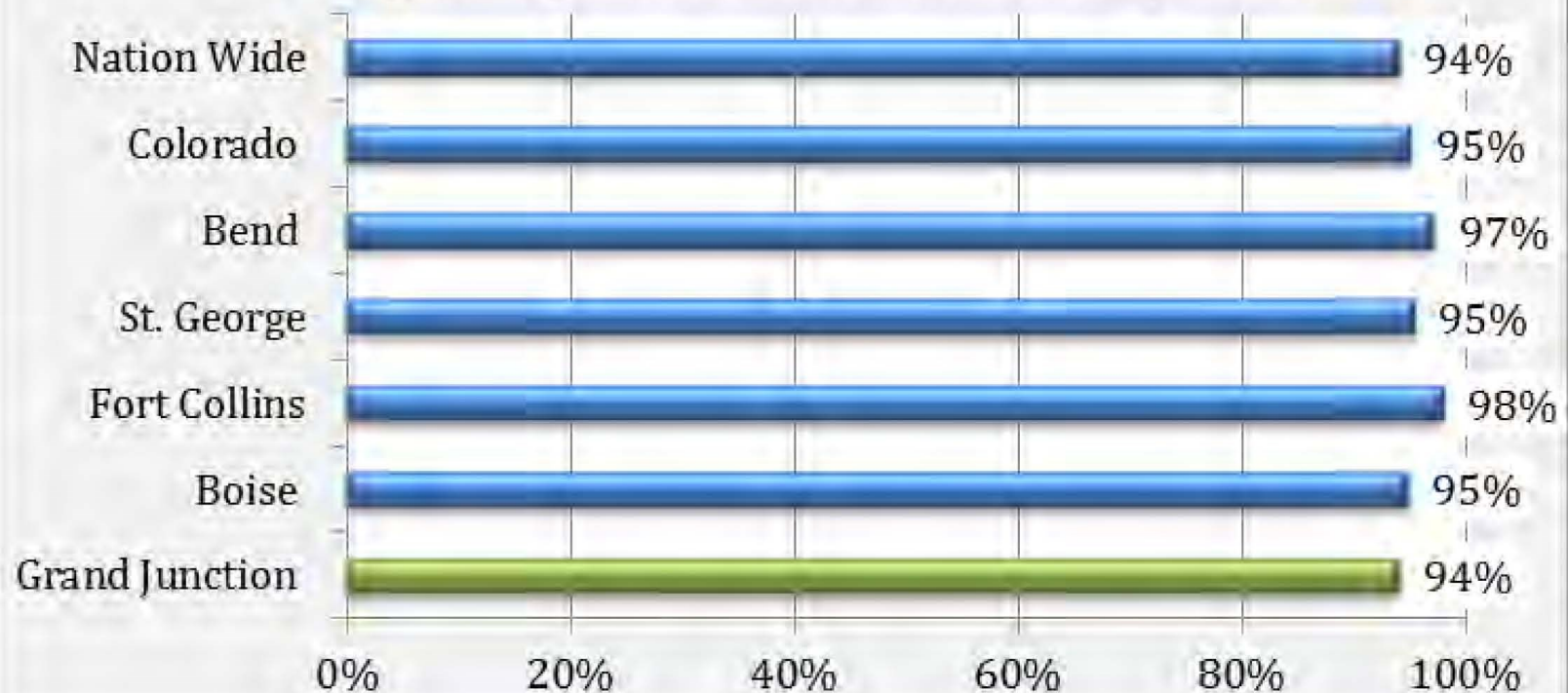
Speed Comparison

- Speed = Data Transfer Rates



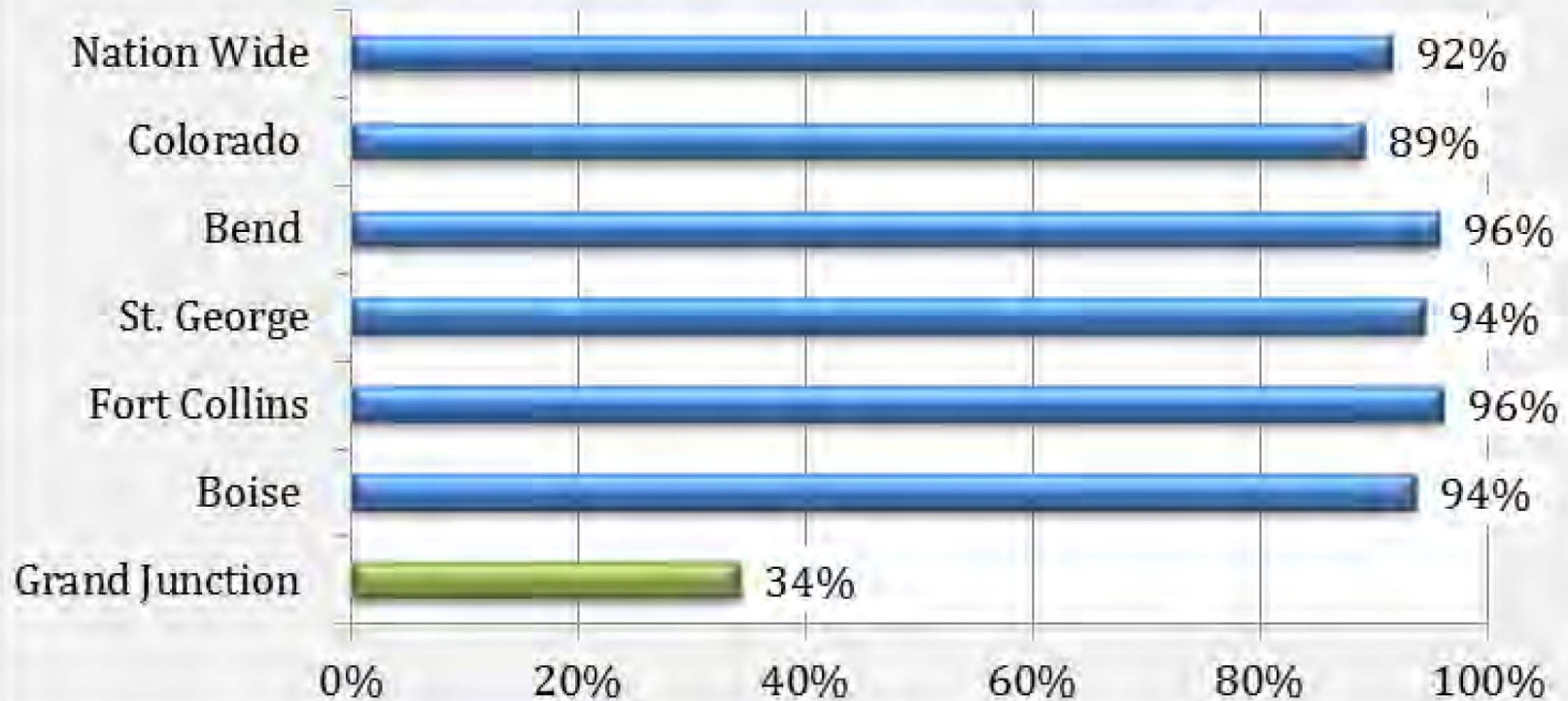
Download Speeds > 3 Mbps

Percentage of Population with Access to 3 Mbps or Greater



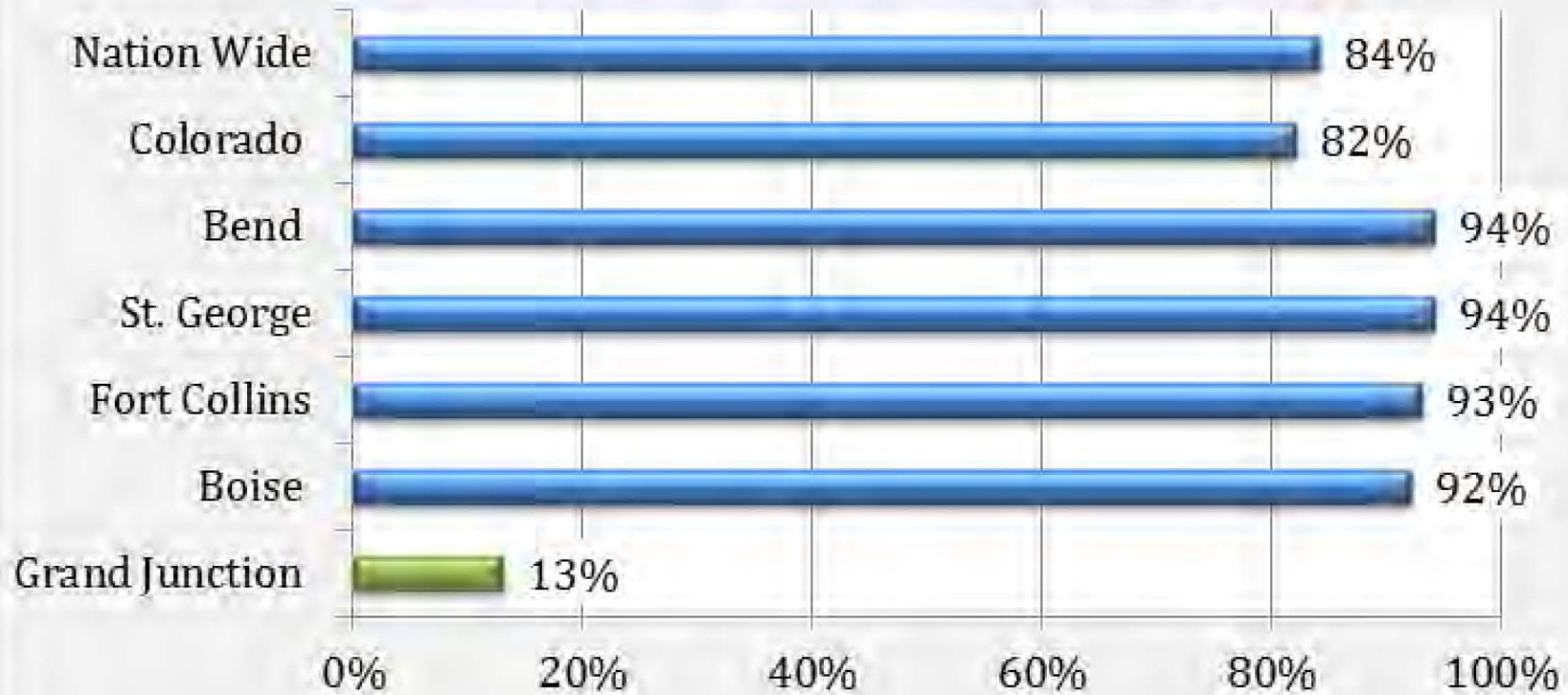
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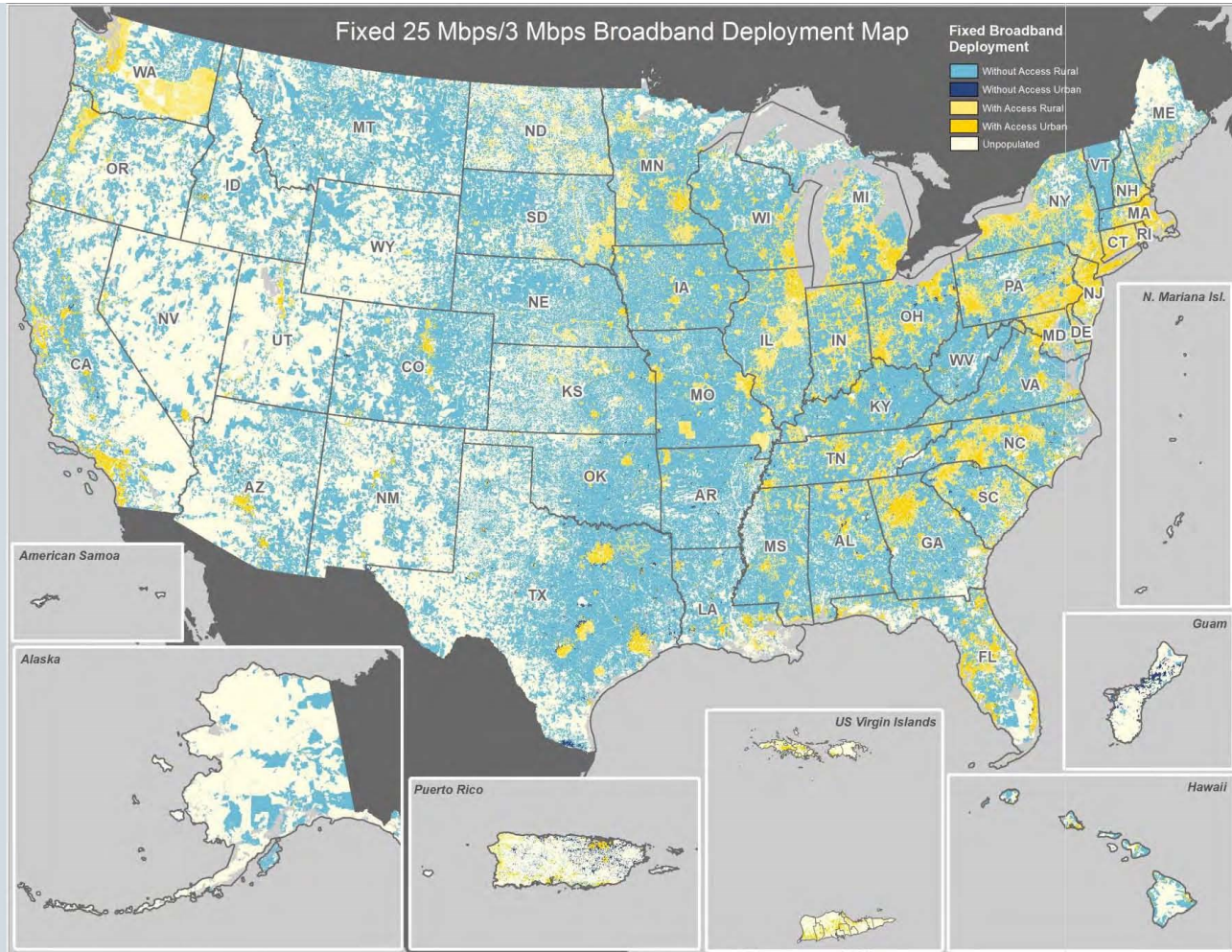
Percentage of Population with Access to 10 Mbps or Greater



Download Speeds > 25 Mbps

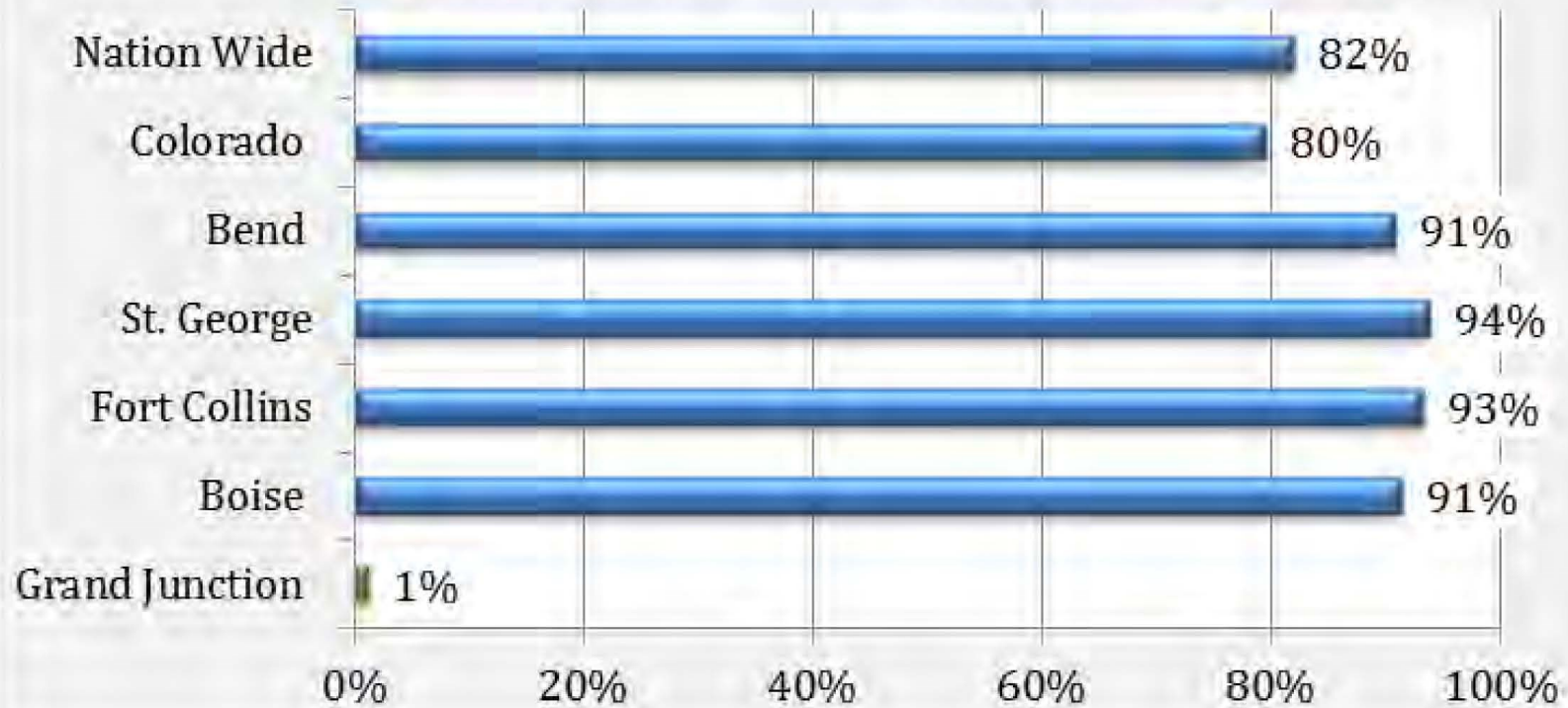
Percentage of Population with Access to 25 Mbps or Greater





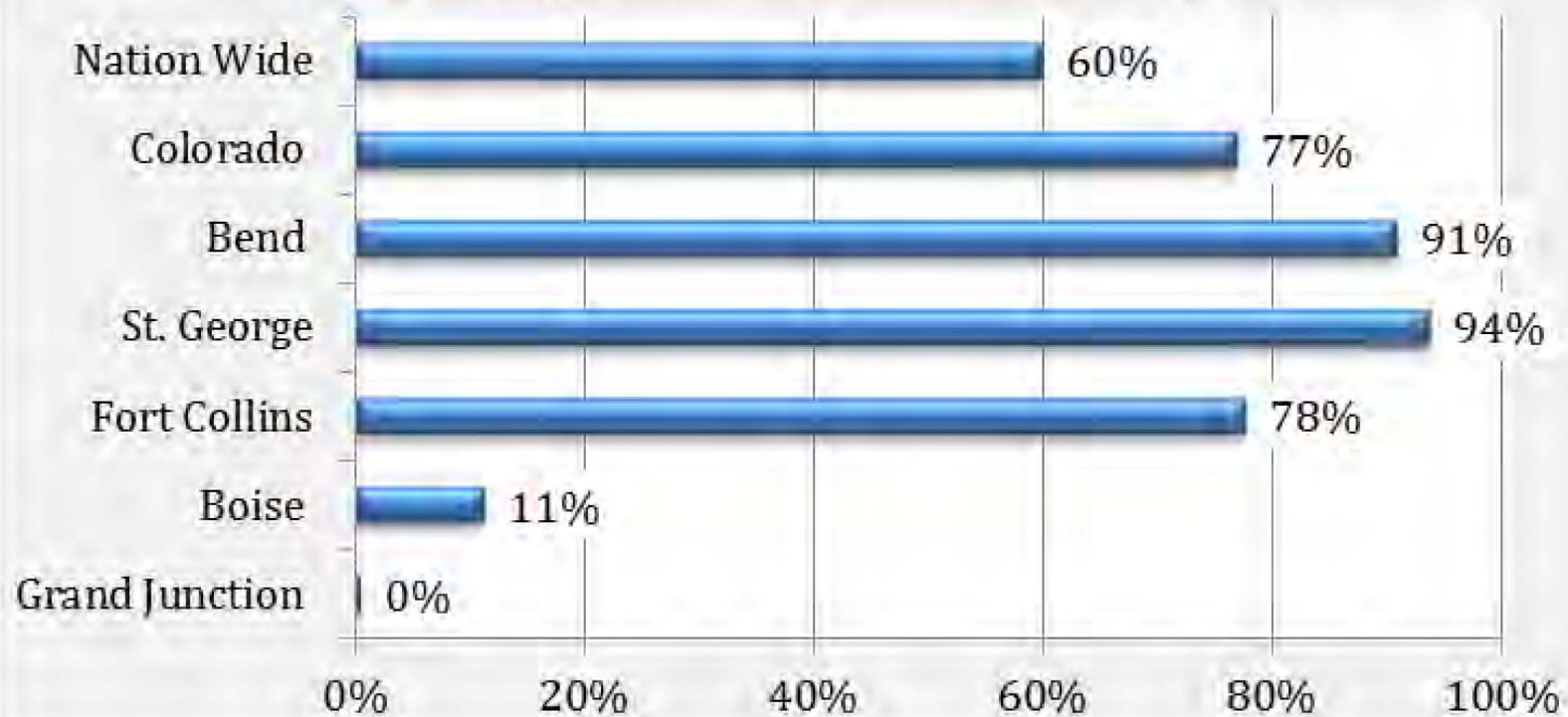
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Percentage of Population with Access to 50 Mbps or Greater



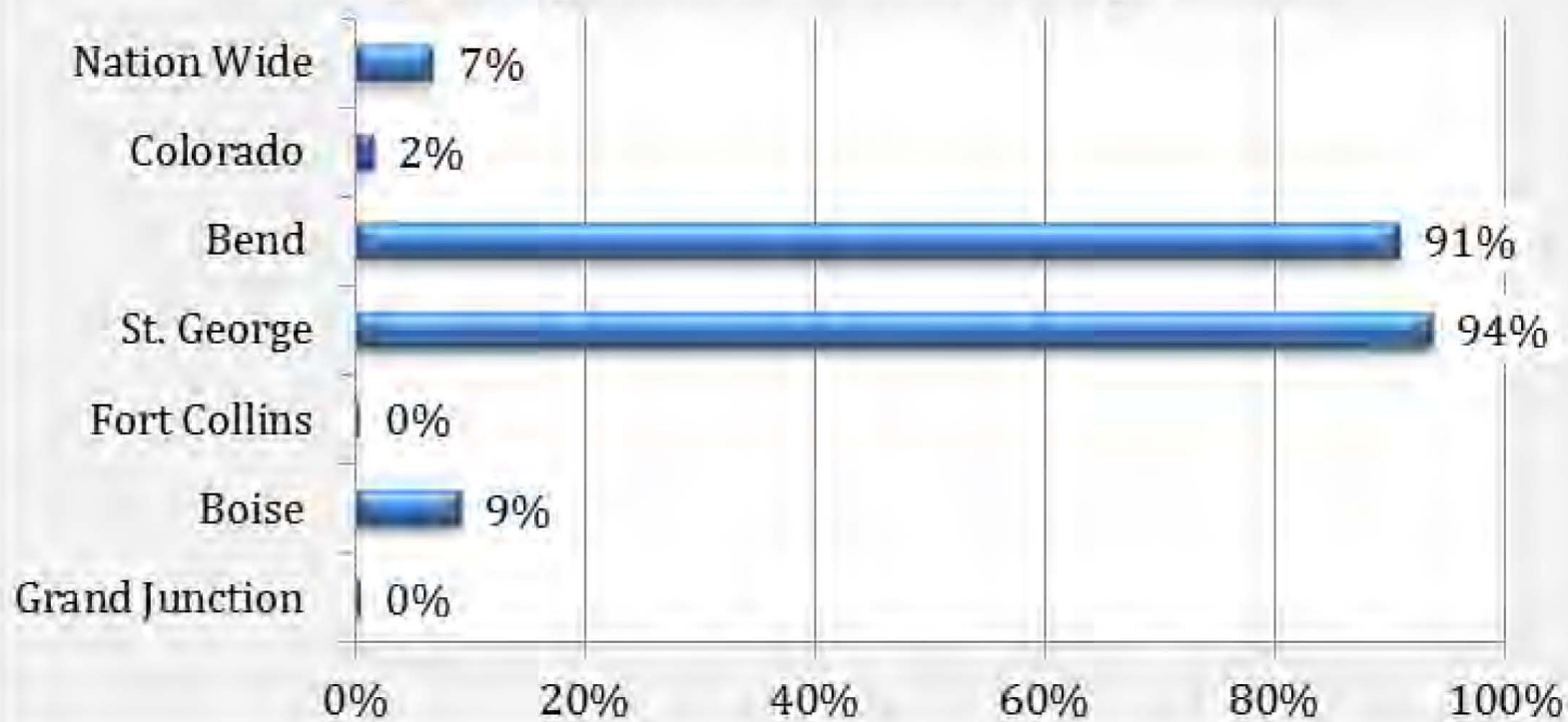
Download Speeds > 100 Mbps

Percentage of Population with Access to 100 Mbps or Greater



Download Speeds > 1 Gig

Percentage of Population with Access to 1 Gig or Greater



Current State

Existing Challenges

- High Costs and/or Limited Access for Existing Businesses
- Barrier for Entry for Prospects

Current Work-in-Progress

- Expressing needs to providers
- Working with ED Partners
- Co-Trenching and Conduit

SB 05-152

- Package of Bills for “Advanced Industries” and Cable Providers
- Need for statewide uniformity in regulation of cable, telecommunication and high speed internet
- Without a vote of the people, local governments are prohibited from:
 - Providing services
 - Purchasing, leasing, constructing, maintaining or operating ANY facility that is involved in providing services

SB 05-152

Providing Services Directly or Indirectly:

- Through Authorities
- Through Partnerships and Joint Ventures
- Sales and Lease Back Arrangements
- Selling, leasing or granting excess capacity
- Selling, leasing or granting governmental facilities

SB 05-152

Implications:

- Public Wi-Fi
- Legal Uncertainty
- Missed Grant Opportunities
- Google Cities & Other Public Private Partnerships

152 Overrides

- Fall 2011

- Longmont, 61% Passage

- Fall 2013

- Centennial, 76% Passage

- Spring 2014

- Montrose, 74% Passage

- Fall 2014

- Yuma, 72% Passage
 - Wray, 72% Passage
 - Red Cliff, 70% Passage
 - Cherry Hills Village, 80% Passage
 - Boulder, 84% Passage
 - San Miguel County, 80% Passage
 - Rio Blanco County, 80% Passage
 - Yuma County, 72% Passage

Case Study: Rio Blanco County

- November 2014 Override
- Voter Approval 80%
- Investments in Fiber And Wireless Infrastructure
- Fiber to the Block for Residential and Businesses
- County Retains Ownership
- Third-Party Private System Manager Approves Internet Service Providers

Case Study: City of Montrose

- April 2014 Override
- Voter Approval 74%
- Preliminary Engineering Reports for Fiber to Anchor Institutions
- Awaiting Engineering Reports for Fiber to the Premise
- Next Century Cities

Options

- SB 152 Override on April Ballot
 - Listening to Business, Residents and Partners to Clarify Needs
 - Join Next Century Cities
 - Explore options for Partnership
 - Potential Changes in Development Code and Procedures
- Maintain Status Quo

NOTE: This bill has been prepared for the signature of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.

An Act

SENATE BILL 05-152

BY SENATOR(S) Veiga, and Mitchell;
also REPRESENTATIVE(S) Jahn, Crane, Harvey, Kerr, and Sullivan.

CONCERNING LOCAL GOVERNMENT COMPETITION IN THE PROVISION OF
SPECIFIED COMMUNICATIONS SERVICES.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Title 29, Colorado Revised Statutes, is amended BY
THE ADDITION OF A NEW ARTICLE to read:

ARTICLE 27

Competition in Utility and Entertainment Services

PART 1

COMPETITION IN UTILITY AND ENTERTAINMENT SERVICES

29-27-101. Legislative declaration. (1) THE GENERAL ASSEMBLY
HEREBY FINDS AND DECLARES THAT IT IS THE POLICY OF THIS STATE TO
ENSURE THAT CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE,
AND HIGH SPEED INTERNET ACCESS, OTHERWISE KNOWN AS ADVANCED
SERVICE, ARE EACH PROVIDED WITHIN A CONSISTENT, COMPREHENSIVE, AND

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

NONDISCRIMINATORY FEDERAL, STATE, AND LOCAL GOVERNMENT FRAMEWORK.

(2) THE GENERAL ASSEMBLY FURTHER FINDS AND DECLARES THAT:

(a) THERE IS A NEED FOR STATEWIDE UNIFORMITY IN THE REGULATION OF ALL PUBLIC AND PRIVATE ENTITIES THAT PROVIDE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, AND ADVANCED SERVICE.

(b) MUNICIPAL ORDINANCES, RULES, AND OTHER REGULATIONS GOVERNING THE PROVISION OF CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, AND ADVANCED SERVICE BY A LOCAL GOVERNMENT IMPACT PERSONS LIVING OUTSIDE THE MUNICIPALITY.

(c) REGULATING THE PROVISION OF CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, AND ADVANCED SERVICE BY A LOCAL GOVERNMENT IS A MATTER OF STATEWIDE CONCERN.

29-27-102. Definitions. AS USED IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "ADVANCED SERVICE" MEANS HIGH-SPEED INTERNET ACCESS CAPABILITY IN EXCESS OF TWO HUNDRED FIFTY-SIX KILOBITS PER SECOND BOTH UPSTREAM AND DOWNSTREAM.

(2) "CABLE TELEVISION SERVICE" MEANS THE ONE-WAY TRANSMISSION TO SUBSCRIBERS OF VIDEO PROGRAMMING OR OTHER PROGRAMMING SERVICE, AS WELL AS SUBSCRIBER INTERACTION, IF ANY, THAT IS REQUIRED FOR THE SELECTION OR USE OF THE VIDEO PROGRAMMING OR OTHER PROGRAMMING SERVICE.

(3) "LOCAL GOVERNMENT" MEANS ANY CITY, COUNTY, CITY AND COUNTY, SPECIAL DISTRICT, OR OTHER POLITICAL SUBDIVISION OF THIS STATE.

(4) "PRIVATE PROVIDER" MEANS A PRIVATE ENTITY THAT PROVIDES CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE.

(5) "SUBSCRIBER" MEANS A PERSON THAT LAWFULLY RECEIVES

CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE. A PERSON THAT UTILIZES CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE PROVIDED BY A LOCAL GOVERNMENT FOR LOCAL GOVERNMENTAL OR INTERGOVERNMENTAL PURPOSES AND IS USED BY PERSONS ACCESSING GOVERNMENT SERVICES IS NOT A SUBSCRIBER FOR PURPOSES OF THIS ARTICLE.

(6) "TELECOMMUNICATIONS SERVICE" HAS THE SAME MEANING AS SET FORTH IN SECTION 40-15-102 (29), C.R.S.

29-27-103. Limitations on providing cable television, telecommunications, and advanced services. (1) EXCEPT AS PROVIDED IN THIS ARTICLE, A LOCAL GOVERNMENT SHALL NOT:

(a) PROVIDE TO ONE OR MORE SUBSCRIBERS CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE; OR

(b) PURCHASE, LEASE, CONSTRUCT, MAINTAIN, OR OPERATE ANY FACILITY FOR THE PURPOSE OF PROVIDING CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE TO ONE OR MORE SUBSCRIBERS.

(2) FOR PURPOSES OF THIS ARTICLE, A LOCAL GOVERNMENT PROVIDES CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE IF THE LOCAL GOVERNMENT PROVIDES THE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE TO ONE OR MORE SUBSCRIBERS:

(a) DIRECTLY;

(b) INDIRECTLY BY MEANS THAT INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

(I) THROUGH AN AUTHORITY OR INSTRUMENTALITY ACTING ON BEHALF OF THE LOCAL GOVERNMENT OR FOR THE BENEFIT OF THE LOCAL GOVERNMENT BY ITSELF;

(II) THROUGH A PARTNERSHIP OR JOINT VENTURE;

(III) THROUGH A SALE AND LEASEBACK ARRANGEMENT;

(c) BY CONTRACT, INCLUDING A CONTRACT WHEREBY THE LOCAL GOVERNMENT LEASES, SELLS CAPACITY IN, OR GRANTS OTHER SIMILAR RIGHTS TO A PRIVATE PROVIDER TO USE LOCAL GOVERNMENTAL FACILITIES DESIGNED OR CONSTRUCTED TO PROVIDE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE FOR INTERNAL LOCAL GOVERNMENT PURPOSES IN CONNECTION WITH A PRIVATE PROVIDER'S OFFERING OF CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE; OR

(d) THROUGH SALE OR PURCHASE OF RESALE OR WHOLESALE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE FOR THE PURPOSE OF PROVIDING CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE TO ONE OR MORE SUBSCRIBERS.

(3) NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO LIMIT THE AUTHORITY OF A LOCAL GOVERNMENT TO LEASE TO A PRIVATE PROVIDER PHYSICAL SPACE IN OR ON ITS PROPERTY FOR THE PLACEMENT OF EQUIPMENT OR FACILITIES THE PRIVATE PROVIDER USES TO PROVIDE CABLE TELEVISION, TELECOMMUNICATIONS, OR ADVANCED SERVICES.

PART 2 CONDITIONS FOR PROVIDING SERVICES

29-27-201. Vote - referendum. (1) BEFORE A LOCAL GOVERNMENT MAY ENGAGE OR OFFER TO ENGAGE IN PROVIDING CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE, AN ELECTION SHALL BE CALLED ON WHETHER OR NOT THE LOCAL GOVERNMENT SHALL PROVIDE THE PROPOSED CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE.

(2) THE BALLOT AT AN ELECTION CONDUCTED PURSUANT TO THIS SECTION SHALL POSE THE QUESTION AS A SINGLE SUBJECT AND SHALL INCLUDE A DESCRIPTION OF THE NATURE OF THE PROPOSED SERVICE, THE ROLE THAT THE LOCAL GOVERNMENT WILL HAVE IN PROVISION OF THE SERVICE, AND THE INTENDED SUBSCRIBERS OF SUCH SERVICE. THE BALLOT PROPOSITION SHALL NOT TAKE EFFECT UNTIL SUBMITTED TO THE ELECTORS AND APPROVED BY THE MAJORITY OF THOSE VOTING ON THE BALLOT.

29-27-202. Exemption for unserved areas. (1) A LOCAL GOVERNMENT SHALL BE EXEMPT FROM THE REQUIREMENTS OF THIS PART 2

AND MAY ENGAGE OR OFFER TO ENGAGE IN PROVIDING CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCE SERVICE IF:

(a) NO PRIVATE PROVIDER OF CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE PROVIDES THE SERVICE ANYWHERE WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT;

(b) THE GOVERNING BODY OF THE LOCAL GOVERNMENT HAS SUBMITTED A WRITTEN REQUEST TO PROVIDE THE SERVICE TO ANY INCUMBENT PROVIDER OF CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT; AND

(c) THE INCUMBENT PROVIDER HAS NOT AGREED WITHIN SIXTY DAYS OF THE RECEIPT OF A REQUEST SUBMITTED PURSUANT TO PARAGRAPH (b) OF THIS SUBSECTION (1) TO PROVIDE THE SERVICE OR, IF THE PROVIDER HAS AGREED, IT HAS NOT COMMENCED PROVIDING THE SERVICE WITHIN FOURTEEN MONTHS OF THE RECEIPT OF THE REQUEST.

PART 3 COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS

29-27-301. General operating limitations. (1) A LOCAL GOVERNMENT THAT PROVIDES CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE UNDER THIS ARTICLE SHALL COMPLY WITH ALL STATE AND FEDERAL LAWS, RULES, AND REGULATIONS GOVERNING PROVISION OF SUCH SERVICE BY A PRIVATE PROVIDER; EXCEPT THAT NOTHING HEREIN SHALL BE CONSTRUED TO AFFECT THE JURISDICTION OF THE PUBLIC UTILITIES COMMISSION WITH RESPECT TO MUNICIPAL UTILITIES.

(2) (a) A LOCAL GOVERNMENT SHALL NOT MAKE OR GRANT ANY UNDUE OR UNREASONABLE PREFERENCE OR ADVANTAGE TO ITSELF OR TO ANY PRIVATE PROVIDER OF CABLE TELEVISION SERVICES, TELECOMMUNICATIONS SERVICES, OR ADVANCED SERVICES.

(b) A LOCAL GOVERNMENT SHALL APPLY WITHOUT DISCRIMINATION AS TO ITSELF AND TO ANY PRIVATE PROVIDER THE LOCAL GOVERNMENT'S ORDINANCES, RULES, AND POLICIES, INCLUDING THOSE RELATING TO:

(I) OBLIGATION TO SERVE;

(II) ACCESS TO PUBLIC RIGHTS-OF-WAY;

(III) PERMITTING;

(IV) PERFORMANCE BONDING WHERE AN ENTITY OTHER THAN THE LOCAL GOVERNMENT IS PERFORMING THE WORK;

(V) REPORTING; AND

(VI) QUALITY OF SERVICE.

29-27-302. Scope of article. (1) NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO AUTHORIZE ANY LOCAL GOVERNMENT TO:

(a) PROVIDE, DIRECTLY OR INDIRECTLY, CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE; OR

(b) PURCHASE, LEASE, CONSTRUCT, MAINTAIN, OR OPERATE A FACILITY FOR THE PURPOSE OF PROVIDING, DIRECTLY OR INDIRECTLY, CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE.

(2) NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO APPLY TO A LOCAL GOVERNMENT PURCHASING, LEASING, CONSTRUCTING, MAINTAINING, OR OPERATING FACILITIES THAT ARE DESIGNED TO PROVIDE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, OR ADVANCED SERVICE THAT THE LOCAL GOVERNMENT USES FOR INTERNAL OR INTERGOVERNMENTAL PURPOSES.

(3) NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO APPLY TO THE SALE OR LEASE BY A LOCAL GOVERNMENT TO PRIVATE PROVIDERS OF EXCESS CAPACITY, PROVIDED:

(a) SUCH EXCESS CAPACITY IS INSUBSTANTIAL IN RELATION TO THE CAPACITY UTILIZED BY THE LOCAL GOVERNMENT FOR ITS OWN PURPOSES; AND

(b) THE OPPORTUNITY TO PURCHASE AND THE OPPORTUNITY TO USE SUCH EXCESS CAPACITY IS MADE AVAILABLE TO ANY PRIVATE PROVIDER IN

A NONDISCRIMINATORY, NONEXCLUSIVE, AND COMPETITIVELY NEUTRAL MANNER.

(4) NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO LIMIT EITHER THE AUTHORITY OF THE STATEWIDE INTERNET PORTAL AUTHORITY CREATED IN SECTION 24-37.7-102, C.R.S., TO CARRY OUT ITS MISSION OR TO INTEGRATE THE ELECTRONIC INFORMATION DELIVERY SYSTEMS OF LOCAL GOVERNMENTS INTO THE STATEWIDE INTERNET PORTAL AS DEFINED IN ARTICLE 37.7 OF TITLE 24, C.R.S.

29-27-303. Enforcement and appeal. (1) BEFORE AN INDIVIDUAL SUBSCRIBER OR A PRIVATE PROVIDER THAT COMPETES WITH A LOCAL GOVERNMENT IN THE GEOGRAPHIC BOUNDARIES OF THE LOCAL GOVERNMENT MAY FILE AN ACTION IN DISTRICT COURT FOR VIOLATION OF THIS ARTICLE, THAT PERSON SHALL FILE A WRITTEN COMPLAINT WITH THE LOCAL GOVERNMENT. THE FAILURE BY THE LOCAL GOVERNMENT TO ISSUE A FINAL DECISION REGARDING THE COMPLAINT WITHIN FORTY-FIVE DAYS SHALL BE TREATED AS AN ADVERSE DECISION FOR PURPOSES OF APPEAL.

(2) AN APPEAL OF AN ADVERSE DECISION FROM THE LOCAL GOVERNMENT MAY BE TAKEN TO THE DISTRICT COURT FOR A DE NOVO PROCEEDING.

29-27-304. Applicability. THIS ARTICLE SHALL APPLY TO CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, AND ADVANCED SERVICE AND TO THE PURCHASE, LEASE, CONSTRUCTION, MAINTENANCE, OR OPERATION OF ANY FACILITY FOR THE PURPOSE OF PROVIDING SUCH SERVICE, FOR WHICH A LOCAL GOVERNMENT HAS NOT ENTERED INTO AN AGREEMENT OR OTHERWISE TAKEN ANY SUBSTANTIAL ACTION PRIOR TO MARCH 1, 2005, TO PROVIDE SUCH SERVICE OR PURCHASE, LEASE, CONSTRUCT, MAINTAIN, OR OPERATE SUCH FACILITIES.

SECTION 2. Safety clause. The general assembly hereby finds,

determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

Joan Fitz-Gerald
PRESIDENT OF
THE SENATE

Andrew Romanoff
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Karen Goldman
SECRETARY OF
THE SENATE

Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED _____

Bill Owens
GOVERNOR OF THE STATE OF COLORADO

Next Century Cities: Connecting Communities

Next Century Cities supports community leaders across the country as they seek to ensure that all have access to fast, affordable, and reliable Internet.

Across the country, innovative municipalities are already recognizing the importance of leveraging gigabit level Internet to attract new businesses and create jobs, improve health care and education, and connect residents to new opportunities. Next Century Cities is committed to celebrating these successes, demonstrating their value, and helping other cities to realize the full power of truly high-speed, affordable, and accessible broadband.

Our Principles

Next Century Cities believes that there is no single pathway to a smart, effective approach to next-generation broadband. What matters is meaningful choice, dedicated leadership, and smart collaboration. Our participating leaders and communities are committed to the following principles:

- **High-Speed Internet Is Necessary Infrastructure:** fast, reliable, and affordable Internet – at globally competitive speeds – is no longer optional. Residents, schools, libraries, and businesses require next-generation connectivity to succeed.
- **The Internet Is Nonpartisan:** because the Internet is an essential resource for residents and businesses in all communities, the provision of fast, reliable, and affordable Internet transcends partisanship. This collaboration welcomes leaders of all affiliations and beliefs who believe fast, reliable, and affordable high-speed Internet access is essential to secure America's Internet future.
- **Communities Must Enjoy Self-Determination:** broadband solutions must align with community needs—there is no perfect model that is universally appropriate. Towns and cities should have the right to consider all options – whether public, nonprofit, corporate, or some other hybrid – free from interference.
- **High-Speed Internet Is a Community-Wide Endeavor:** building effective next-generation networks requires cooperation across communities. It is critical to involve and include multiple stakeholders and perspectives to succeed, including businesses, community organizations, residents, anchor institutions, and others. Everyone in a community should be able to access the Internet on reasonable terms.
- **Meaningful Competition Drives Progress:** a vibrant, diverse marketplace, with transparency in offerings, pricings, and policies will spur innovation, increase investment, and lower prices. Communities, residents, and businesses should have a meaningful choice in providers.
- **Collaboration Benefits All:** innovative approaches to broadband deployment present diverse challenges and opportunities to communities and regions. Working together, cities can learn from the experiences of others, lower costs, and make the best use of next-generation networks.

A 21st Century Partnership

We invite cities to join Next Century Cities and strengthen the ability of communities nationwide to prosper and compete in the 21st century. Next Century Cities supports communities and their elected leaders, including mayors and other officials, as they seek to ensure that all have access to fast, affordable, and reliable Internet.

- **Elevating the Conversation:** cities that have or would like to develop truly next-generation networks are visionary cities, and their leaders recognize what it takes to be competitive in the 21st century. Next Century Cities will work with these leaders and their cities to make the case nationally and within communities that next-generation Internet is essential infrastructure that can deliver transformative benefits to communities today.

- **Supporting Cities:** communities stepping into the 21st century through next-generation networks face myriad challenges. It is essential to provide crucial support to facilitate these innovative projects. Next Century Cities and its partners will work to assist each other in overcoming obstacles to success.
- **Providing Tools for Success:** developing a next-generation network is a daunting task for a city of any size. It is important that communities have access to resources, advice, and tools to develop effective broadband Internet networks. Next Century Cities is committed to developing and aggregating resources to guide incipient projects, as well as tools to help those already equipped with this infrastructure better leverage their networks to yield community benefits.

We are excited to begin this initiative, and we look forward to working with diverse towns and cities across the country to lead a new conversation on what it will take to compete and thrive in the 21st century.

Next Century Cities welcomes partnership with any organization that shares our principles. Our work is currently supported by a group of donors, including the Ford Foundation, the John S. and James L. Knight Foundation, the Open Society Foundations, and Google.

Next Century Cities is a project of New Venture Fund, a 501(c)(3) public charity. New Venture Fund hosts and incubates a wide range of conservation, education, global health, and other charitable projects.

www.nextcenturycities.org/about-ncc

Optical Infrastructure: The Importance of Broadband To Economic Development: Corporate site selectors consider it a critical piece of infrastructure. | Site Selection Online

[SITE siteselection.com/issues/2011/sep/sas-optical-infrastructure.cfm](http://SITE.siteselection.com/issues/2011/sep/sas-optical-infrastructure.cfm)



THE MAGAZINE OF CORPORATE REAL ESTATE STRATEGY & AREA ECONOMIC DEVELOPMENT

SPECIAL ADVERTISING SECTION
WORLD-CLASS OPTICAL INFRASTRUCTURE

From Site Selection magazine, September 2011

The Importance of Broadband To Economic Development

Corporate site selectors consider it a critical piece of infrastructure.

by MATT McQUADE
Director of Domestic Business
Development, Columbus 2020

VIRGINIA: Oh,
Shenandoah! (Dec
23, 2014)

INVESTMENT
PROFILE:
Northwest Ohio
(Nov 25, 2014)

OKLAHOMA - THE
STATE OF
SUCCESS
TESTING (Oct 27,
2014)

REGIONAL
COLLABORATION:
Presenting a United
Front (Oct 21,
2014)

BUSINESS



The Arena District, a nationally recognized urban redevelopment project anchored by Nationwide Arena (home of the NHL's Columbus Blue Jackets), has grown into one of the Columbus Region's largest office markets. Already home to companies like Nationwide Insurance and American Electric Power, the Arena District soon will welcome a new headquarters building from Columbia Gas of Ohio.

U



Battelle Memorial Institute's world headquarters in Columbus, Ohio
 tility service has always been among the most heavily scrutinized factors in the

CLIMATE OVERVIEW: A
 Climate for Success (Oct 21, 2014)

OKLAHOMA - THE STATE OF SUCCESS TEST
 (Oct 21, 2014)

COMMERCE SECRETARY Q & A: Climbing the Ladder
 (Oct 21, 2014)

BRIEFLY BIO:
 News about Supply chain insights, San Diego's biotech VC, and much more!
 (Oct 10, 2014)

SMART GRID:
 Back at the Ranch
 (Jan 9, 2015)

ENERGY MATTERS: News about the UK's push to train nuclear power pros, Chevron's expansion in Pascagoula, and much more!
 (Oct 6, 2014)

TOP US BUSINESS CLIMATES:
 Georgia Holds On To First Place (Nov 3, 2014)

SALE/LEASEBACK TRANSACTIONS:
 Sale-Leasebacks
 (Jun 28, 2012)

STATE OF THE STATES: It Pays To Be Out in Front

site selection process. Locations are routinely eliminated due to issues pertaining to inadequate — or lack of — electric, gas, water, wastewater, or telecommunications infrastructure. Advances in technology have elevated the importance of the Internet in economic development and site selection. The availability, quality, and competitiveness of broadband service have become and will continue to be a key issue for many locations. Moreover, the United States has a "broadband problem" that is impacting the country's competitiveness for new investment.

(Jan 8, 2015)

[ONLINE INSIDER: Checkup Time \(Feb 6, 2014\)](#)

[FLORIDA: Into the Stratosphere \(Mar 20, 2014\)](#)

[LOGISTICS HUBS: Cities of Commerce \(Feb 20, 2014\)](#)

SITE Selection

Broadband service connects businesses and individuals to the global marketplace. It has flattened the world by allowing businesses to communicate and collaborate in ways never before possible due to the increase in the amount of information that can be transferred at faster speeds and new software technology made possible by its bandwidth. While many dial-up plans charge for minutes used, broadband is always on and can be less expensive due to unlimited usage and, in certain locations, competitive market. The difference in speed saves companies money when considering the increased productivity.

People want to live where there is broadband service. It improves the manner in which health care and many public services are delivered. Moreover, it has become an essential quality-of-life amenity for many as it opens new doors to entertainment and communication options like downloading or streaming movies and television shows directly to a computer or TV, accessing music through applications like iTunes, and video conferencing through applications like Skype or Facetime. Broadband allows for a more flexible lifestyle by providing greater access to education through distance learning programs or remote employment.

Broadband and the Site Selection Decision

Corporate site selectors expect broadband. It is not a perk or special benefit. For communities, it is a critical piece of infrastructure for attracting new capital investment. Specifically, a company is likely to require a direct fiber connection and redundancy. As with electric service, the reliability of the service is heavily scrutinized to ensure the operation will not be placed offline (especially for information-intensive projects like data centers) or that the risk of being offline is minimal. The competitiveness of the service is also important. Locations with numerous providers have an advantage because competitiveness will drive up speeds and drive down cost.

Locations with inadequate connectivity are quickly passed over for projects requiring broadband. Communities lacking broadband infrastructure make the process of elimination easier for investment decision-makers and influencers. That said, merely having broadband likely places a location on a level playing field with other communities. It will be the only reason a company selects a certain location.

Investments in Broadband

Numerous case studies and empirical analyses demonstrate how locations were able to develop a competitive advantage by installing broadband before other communities. In her 2006 econometric study of U.S. communities, Sharon Gillett found that broadband added about 1-1.4 percent to the employment growth rate and 0.5-1.2 percent to the business establishment growth rate between 1998-2002. Speedmatters.org says that for each \$5 billion in new broadband investment, 250,000 jobs are created. Moreover, with every percentage point increase in new broadband penetration, employment expands 300,000. Estimates by Accenture in 2003 suggest that broadband could contribute \$500 billion to U.S. GDP.

Some communities don't stop at merely having broadband service. Many use publicly owned networks to their advantage by providing service to the private sector. In 2001, Lake County, Fla., began offering private businesses access to its municipally owned broadband networks. In 2005, George Ford and Thomas Koutsky analyzed the impact and found that Lake County experienced a doubling in economic activity relative to comparable Florida counties.

Case Study

In the Columbus Region, the City of Dublin owns and operates the DubLINK broadband system, which consists of 125 miles of conduit and optical fiber and 24 square miles of WIFI covering both business and residential areas. It is therefore no surprise that the City of Dublin has been named a Smart21 community for four consecutive years, achieving Top Seven status in 2010 and 2011, by the Intelligent Community Forum, which is dedicated to economic growth in the broadband economy.

The Broadband Problem

The term "digital divide" speaks to the disparity between geographic areas with regard to their opportunities to access information and communications technologies. The gap will continue to grow as long as locations with low or no broadband connectivity do not invest in broadband development. Businesses that rely on broadband will have no choice but to invest in locations with it. Demographic changes will occur as people choose to live elsewhere. Educational and health care systems in non-broadband locations will lag behind those with broadband that access, share, and use otherwise unattainable information.

Federal and state governments have long sought to close or eliminate the digital divide. The American Recovery and Reinvestment Act allocated \$7.2 billion for broadband investment with local economic development being the goal. Despite best efforts, many locations still lag behind their competition and the divide continues to grow. More importantly, the country as a whole lags behind much of the developed world.

Matt McQuade is Director of Business Development for Columbus2020, the economic development organization for the Columbus region of Ohio.

While we have the digital divide problem within the U.S., there is also the important issue of how the country's broadband standing fares relative to the rest of the world. Various rankings such as those released by the United Nations and the Organization for Economic Cooperation and Development find that the U.S. ranks in the middle of the pack globally in terms of broadband adoption per capita. There is also the issue of the growing disparity of cost of broadband in the U.S. versus other developed countries.



Broadband and the Future of Economic Development

Various econometric analyses have demonstrated a positive correlation between broadband and economic growth, and its importance in the site

selection process will not diminish. With public and private investments in broadband infrastructure still surging, communities lagging behind will be placed in an ever more competitive disadvantage. More importantly, domestic policy must address the nation's competitive broadband standing to ensure that future capital investment and job creation that should occur in the U.S. does.

SPECIAL ADVERTISING SECTION
OPTICAL INFRASTRUCTURE

From Site Selection magazine, September 2011



There's a reason the New York-based Intelligent Community Forum has named Dublin one of the Top Seven Intelligent Communities in the world the last two years running: DubLink, the city's robust fiber network. When OhioHealth opened Dublin Methodist Hospital* in 2008, the hospital system connected its five central Ohio hospitals, two data centers, billing operations and corporate headquarters to DubLink. This looped, broadband infrastructure consists of more than 120 miles of underground optical fibers and 24 square miles of Wi-Fi providing competitive and redundant voice, data and video communications systems.

Among other vital applications, DubLink makes it possible for Dublin Methodist to be a part of OhioHealth's growing telemedicine program, which includes the OhioHealth Stroke Network. The Stroke Network brings expert neurologists to the bedside of patients within OhioHealth hospitals through technology. This way, stroke victims get immediate access to experts who treat strokes every day, increasing their chances of a better outcome. In addition, OhioHealth enjoys a significant savings through cost-avoidance of operating its own dedicated optical fiber.



Find out how DubLink can save your business:

614-410-4618
www.DublinEconDev.com

* Recognized as a "most wired" hospital by Hospitals & Health Networks for four consecutive years.



SPECIAL ADVERTISING SECTION

OPTICAL INFRASTRUCTURE

From Site Selection magazine, September 2011



Virginia.

Make the broadband world your oyster.

Move right into your powered-base shell or choose a green field location, with a 400 Gigabit per second low-latency backbone network to key peering points in Northern Virginia and the Southeast. High transmission power utilizing renewable energy, lower power and bandwidth costs, lower construction costs, lower tax rates and a skilled workforce. It's all part of more than 60 business and technology parks offering robust power and network redundancy, so your profits and operations are secure. Contact us about these gems in Virginia, named "Best State for Business" by Forbes.com four years in a row.

**GIGAPARK**
Mid-Atlantic Broadband Cooperative

Contact Tad Deriso, President and CEO Mid-Atlantic Broadband Cooperative
tad@mbc-va.com or 434.570.1302 Web: gigapark-va.com

SPECIAL ADVERTISING SECTION OPTICAL INFRASTRUCTURE

From Site Selection magazine, September 2011

Teamwork, location & incentives!



Durant, Oklahoma gives you a central location with a business friendly environment to grow your company. Bryan County has the 10th least economically stressed county with a population greater than 25,000*. We bring all the right players to the table and eliminate the red tape.

*Associated Press
Economic Stress Index
for March 2011

- Daily Rail Service
- Close interstate proximity
- Five-year property tax exemption
- Well trained workforce
- Oklahoma Quality Jobs Program Cash rebate for jobs
- Southeastern Oklahoma State University

Put **TEAM DURANT** to the test!



ok-durant.org

Durant Industrial Authority ph# 580.924.4570

City Council Retreat

January 16th, 2015

9am to 5pm



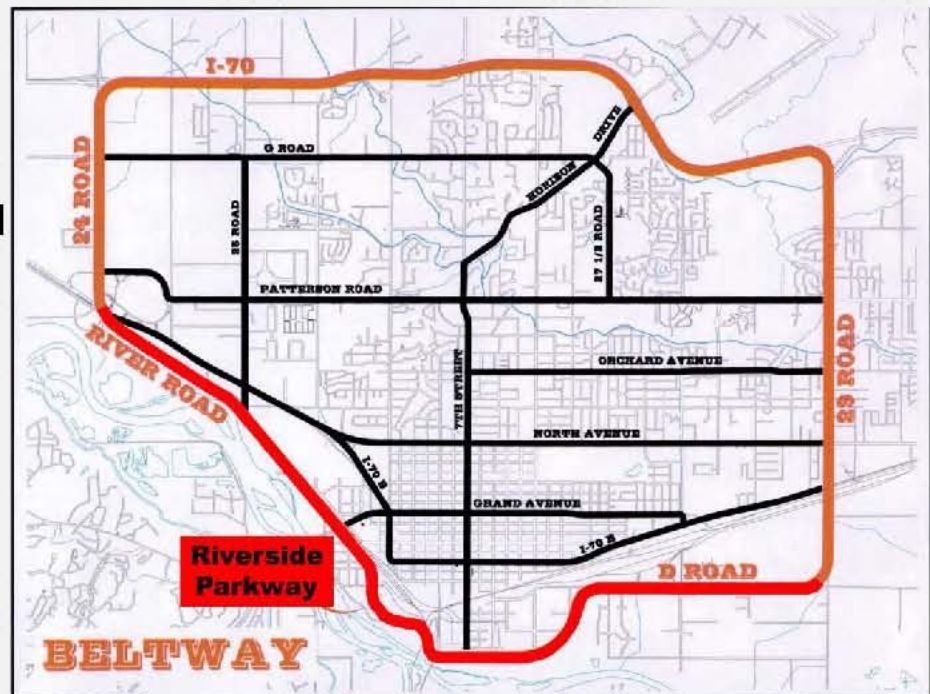
Beltway

o Planning

- o Originally conceived in late 1990's in 2030 Regional Transportation Plan
- o Again noted in The Grand Junction Strategic Plan, 2002-2012

o Transportation Benefits

- o Redevelopment along Riverfront
- o Accommodate future growth
- o Connectivity
- o Less congestion
- o Remove barriers through Lower Downtown



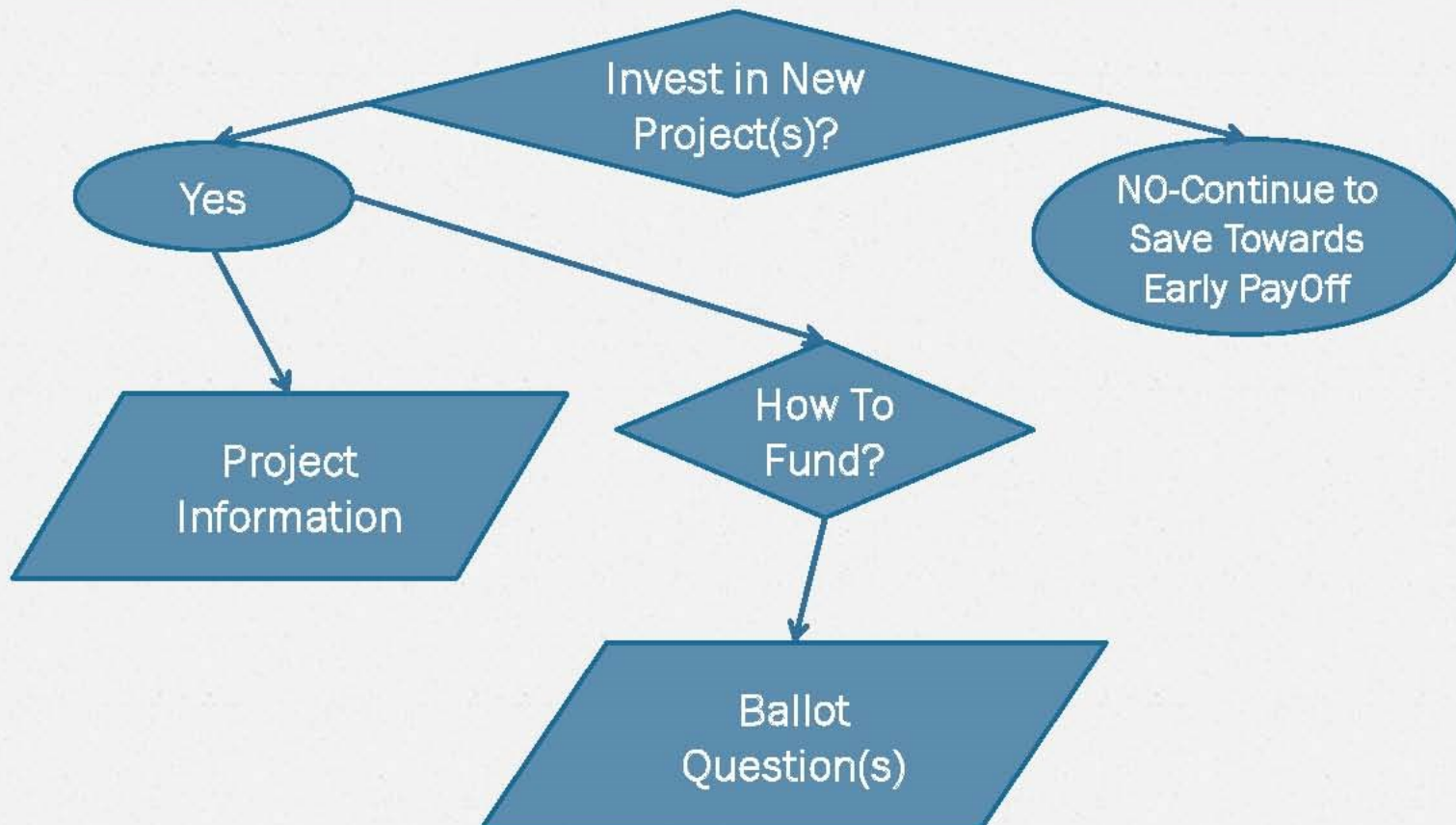
Riverside Parkway

- o **Debt** - In November 2003, 72% of Grand Junction voters authorized the City to incur debt to build the Riverside Parkway.
 - o This authorization allowed the City to build and complete the Riverside Parkway much sooner as opposed to building in phases as funds became available.
 - o The difference amounted to a 5-year construction schedule as opposed to a 20-year construction schedule. The Riverside Parkway opened in 2008, mitigating traffic congestion and accidents, improving public safety access and connecting residents with jobs and services.

Riverside Parkway

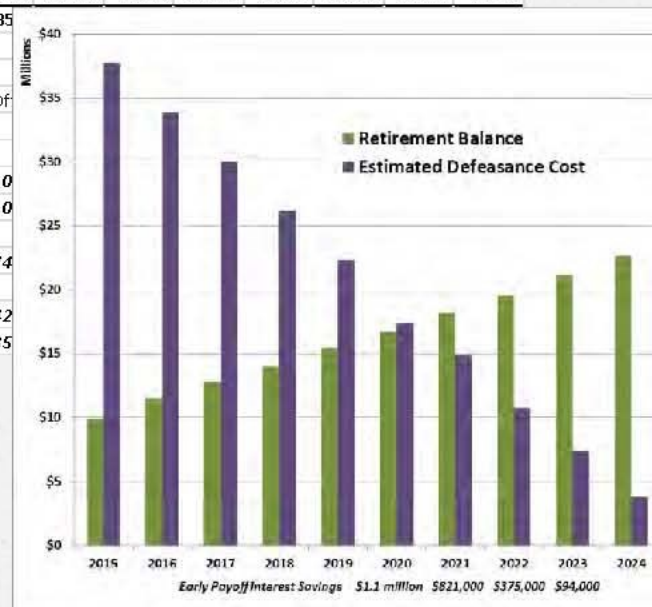
- o **TABOR Revenue Retention** - In April 2007, 59.4% of Grand Junction voters authorized the City to keep the revenues that would have been refunded under TABOR. The vote authorized the City to use those funds to pay the Riverside Parkway debt.
 - o Through Resolution No. 13-07 City Council further directed that TABOR excess be used to pay the debt as early as possible.
 - o City Council established early retirement account with an additional \$7.2 million in funds.
 - o In 2012 the City re-financed the bonds using the dollars saved so far (\$19 million) to reduce the interest rate from 4.78% to 2.26%. Realizing \$7.5 million in interest savings and reducing the annual debt payment.
 - o Projected ending balance in the early retirement account is \$9.9 million in 2015 and \$11.5 million in 2016

TABOR Projection-Assumptions and Interactive Model



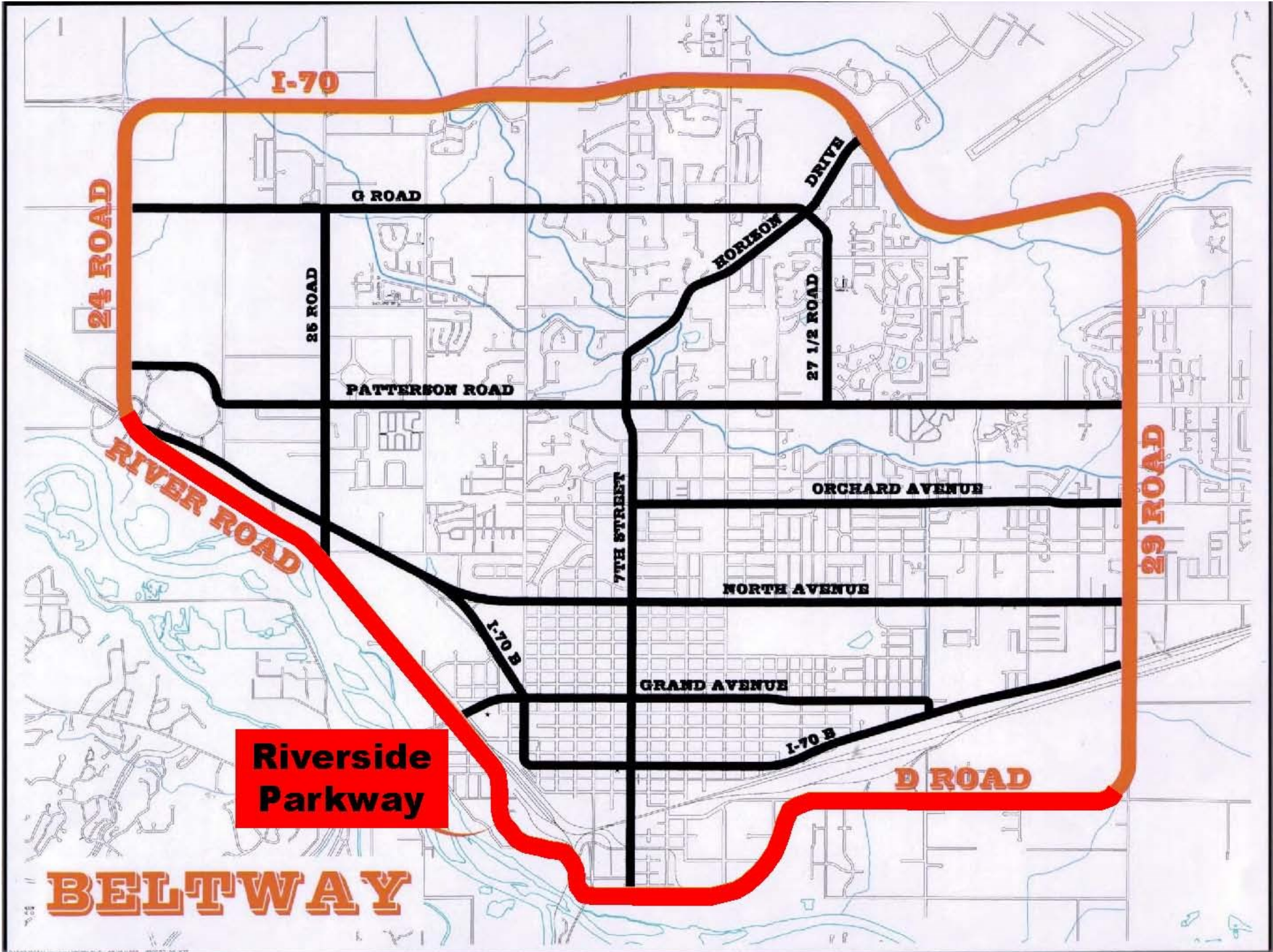
TABOR Excess Projection Interactive

City of Grand Junction											
TABOR Projection Model-Interactive											
Variables	2014 Amended	2015 Budget	2016	2017	2018	2019	2020	2021	2022	2023	2024
Projected Allowed Growth											
Local Growth Rate (1)	0.85%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
Denver/Boulder/Greeley CPI (2)	2.88%	2.20%	2.00%	2.10%	2.20%	2.30%	2.40%	2.40%	2.40%	2.40%	2.40%
Total Allowed Growth	3.73%	3.45%	3.25%	3.35%							
(1) 2014 Actual. 2015 Forward is average of 2011-2014.											
(2) 2014 Per Bureau of Labor Statistics. 2015 Forward Per Congressional Budget Of											
Projected Actual Growth in Major Revenues											
Sales Tax Revenues	n/a	n/a	3.0%	3.0							
Property Tax Revenues	n/a	n/a	3.0%	2.0							
Assumed Interest Rate on Excess Balance	n/a	n/a	0.74%	0.74							
Projected Actual Growth in Black Box Revenue Subject to Limitation											
			1.30%	2.42							
			3.25%	3.35							



Economic Development

- o Economic Development Plan:
 - o Role: Providing Infrastructure that Fosters and Supports Private Industry
 - o Goal: Continue to make investments in capital projects that support commerce and industry and provide for long-term economic competitiveness.
 - o Action Step - Focus resources on identifying gaps in infrastructure.
- o Capital investment in the community creates jobs, wages and spending (during AND after construction) which results in positive impact to the local economy.
- o The 25 Road/F ½ Road/24 Road Corridor will be a key future commerce route especially as the area continues to grow and expand.
- o Improved transportation infrastructure bolsters existing business and encourages future investment and development.



I-70

24 ROAD

G ROAD

26 ROAD

HORIZON DRIVE

HORIZON DRIVE

27 1/2 ROAD

PATTERSON ROAD

RIVERSIDE PARKWAY

29 ROAD

ORCHARD AVENUE

7TH STREET

NORTH AVENUE

I-70 B

GRAND AVENUE

I-70 B

Riverside Parkway

D ROAD

BELTWAY

QUALITY OF TRAFFIC FLOW DECREASES →

Considered an acceptable LOS

Considered an unacceptable LOS

LOS A/B

LOS C/D

LOS E

LOS F

- Light traffic
- Free flow speeds

- Slightly increased traffic levels
- Still free flow speeds

- Approaching moderate congestion levels
- Speeds near free flow

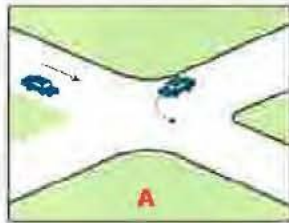
- Speeds reduced
- Lane changes restricted due to traffic

- Congestion
- Irregular traffic flow

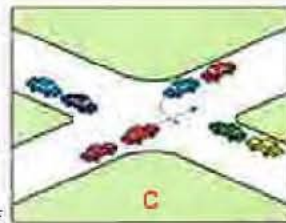
- Road at capacity
- Gridlock with frequent stops

LEVELS OF SERVICE

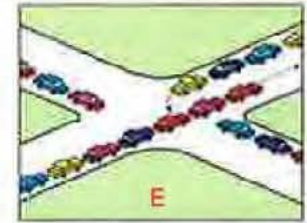
- A** No vehicle waits longer than one signal cycle.
AVERAGE VEHICLE DELAY OF 0-10 SECONDS



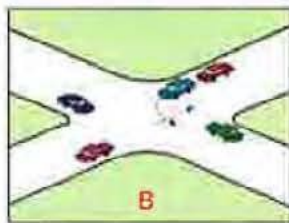
- C** Intermittently, vehicles wait through more than one signal cycle, occasionally backups may develop, traffic flow still stable and acceptable.
AVERAGE VEHICLE DELAY OF 20-35 SECONDS



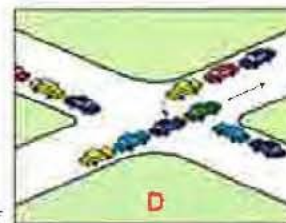
- E** Very long queues may create lengthy delays.
AVERAGE VEHICLE DELAY OF 55-80 SECONDS.



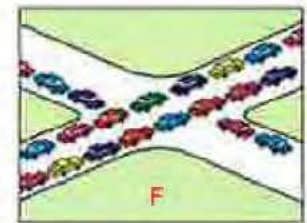
- B** On a rare occasion, vehicles wait through more than one signal cycle.
AVERAGE VEHICLE DELAY OF 10-20 SECONDS.



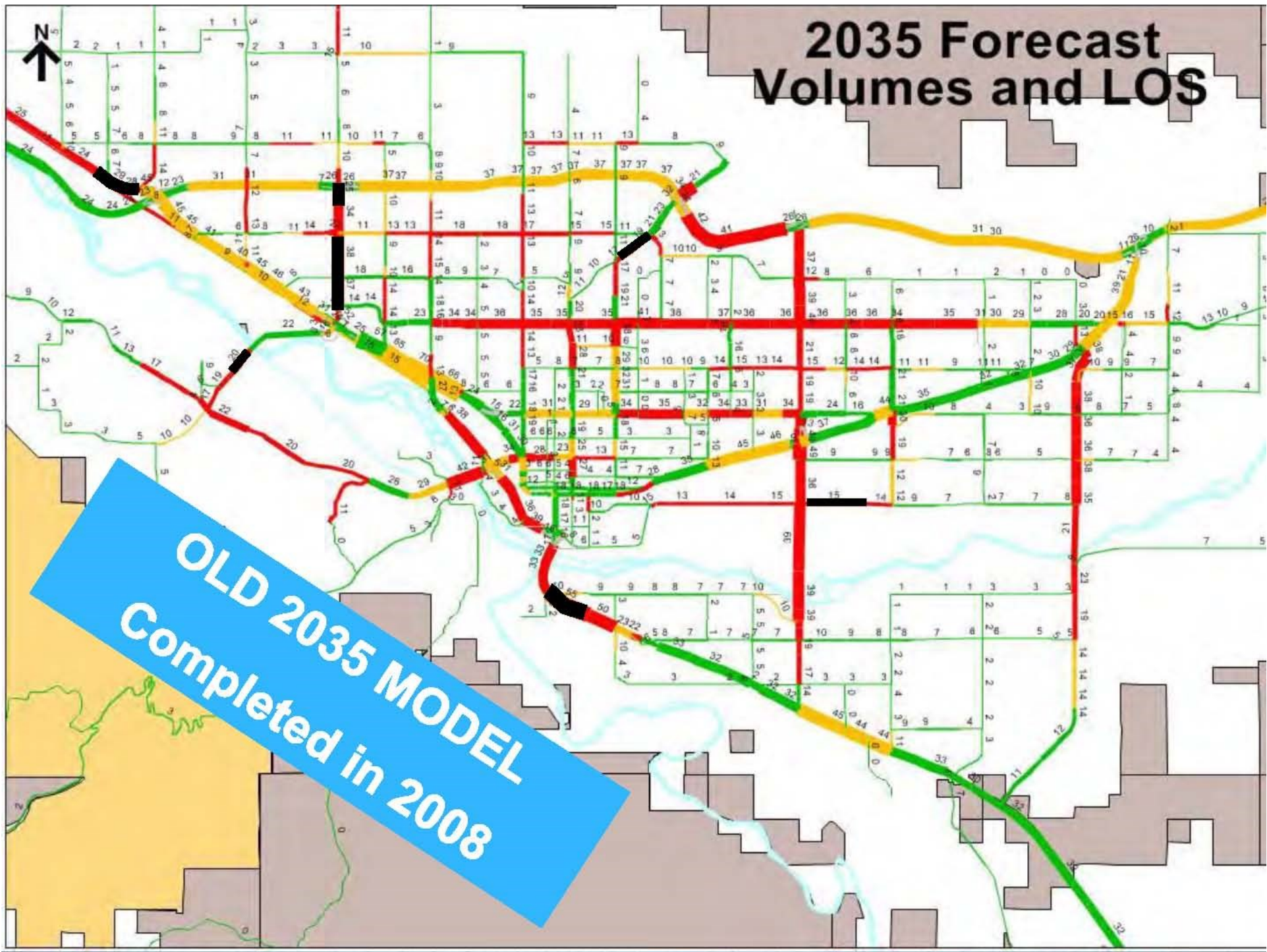
- D** Delays at intersections may become extensive but enough cycles with lower demand occur to permit periodic clearance, preventing excessive backups.
AVERAGE VEHICLE DELAY OF 35-55 SECONDS



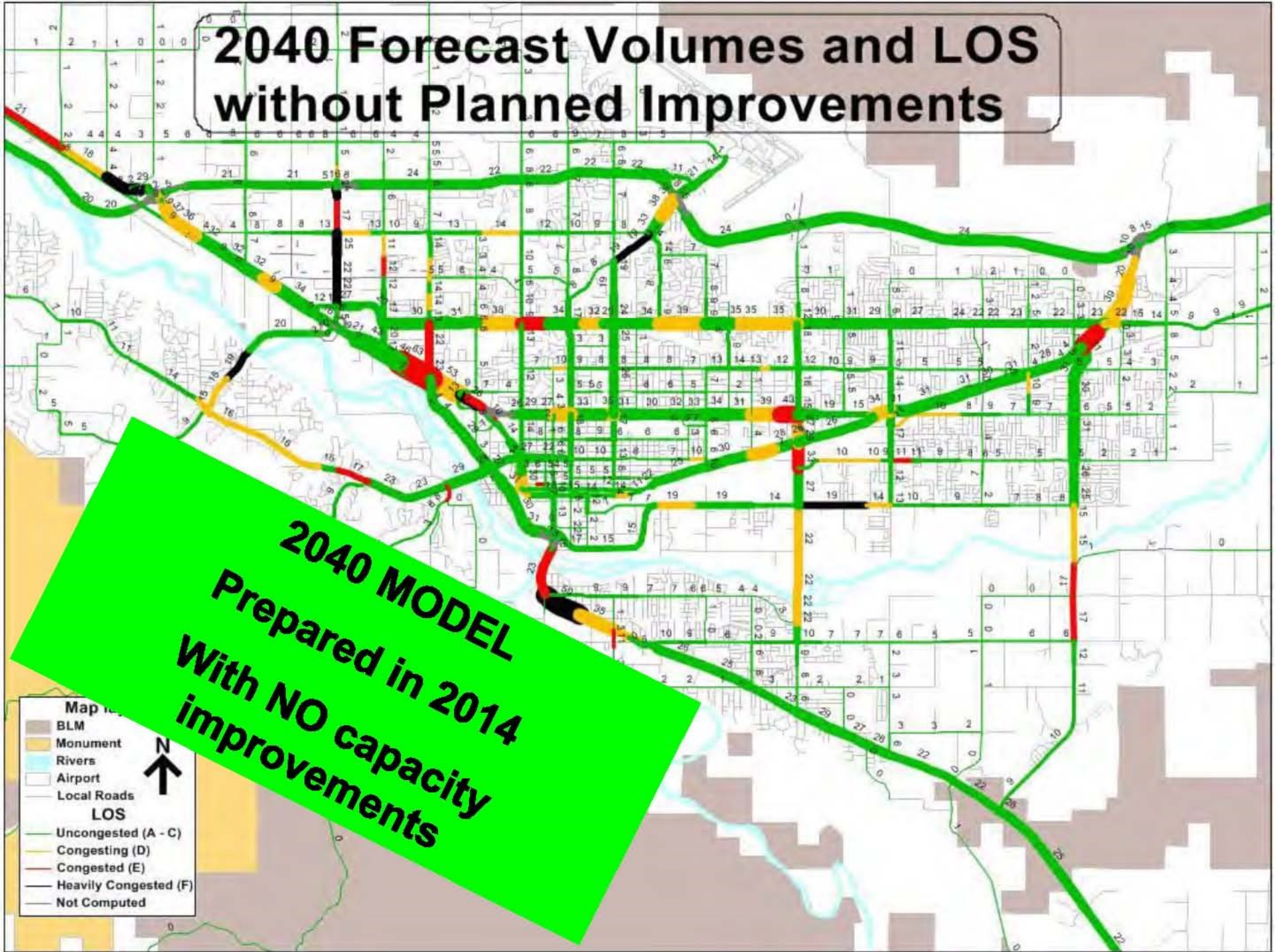
- F** Backups from locations downstream restrict or prevent movement of vehicles out of approach creating a "gridlock" condition.
AVERAGE VEHICLE DELAY OF MORE THAN 80 SECONDS.

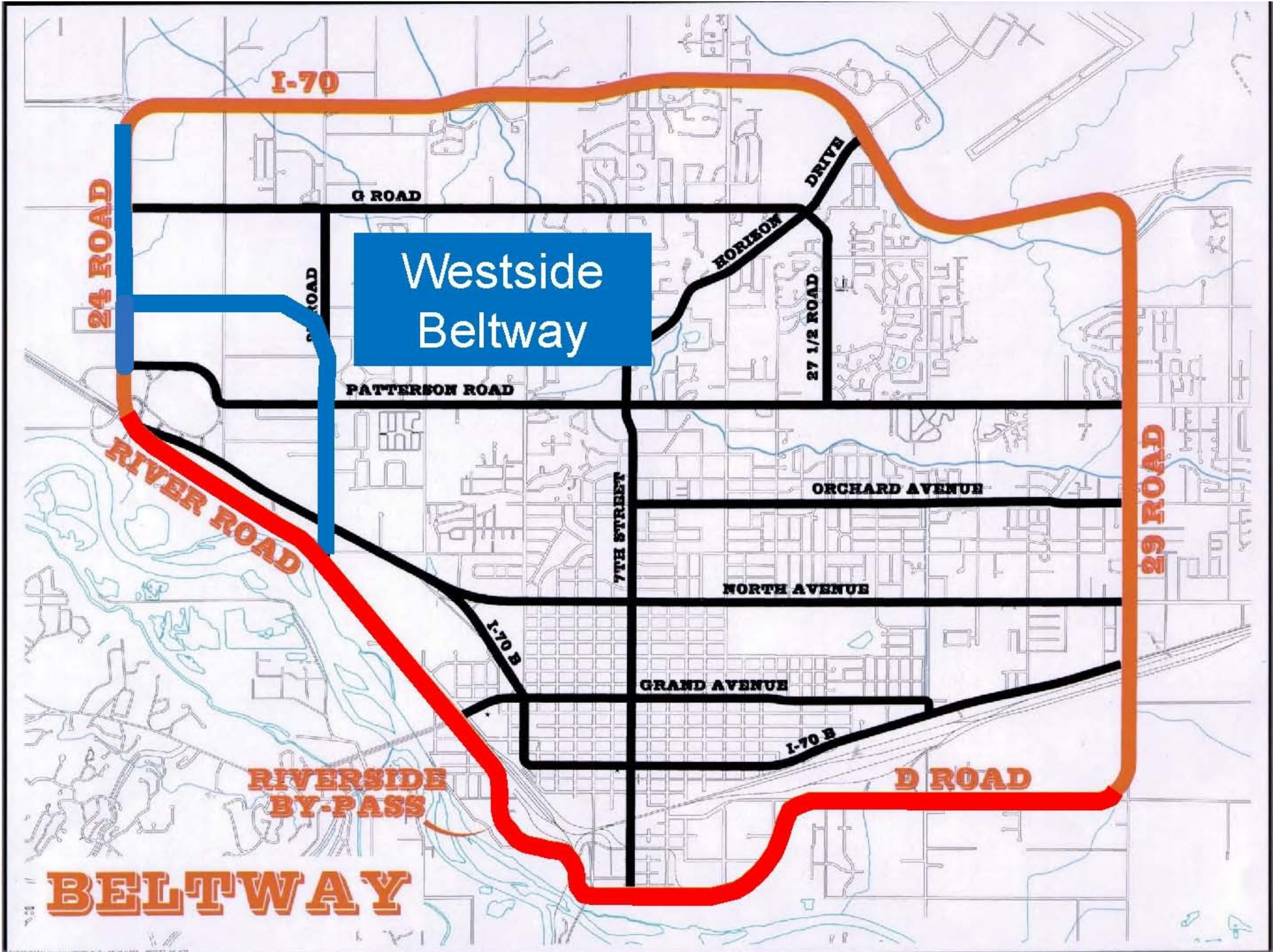


2035 Forecast Volumes and LOS



2040 Forecast Volumes and LOS without Planned Improvements





I-70

24 ROAD

G ROAD

**Westside
Beltway**

**HORIZON
DRIVE**

27 1/2 ROAD

PATTERSON ROAD

RIVER ROAD

ORCHARD AVENUE

29 ROAD

7TH STREET

NORTH AVENUE

I-70 B

GRAND AVENUE

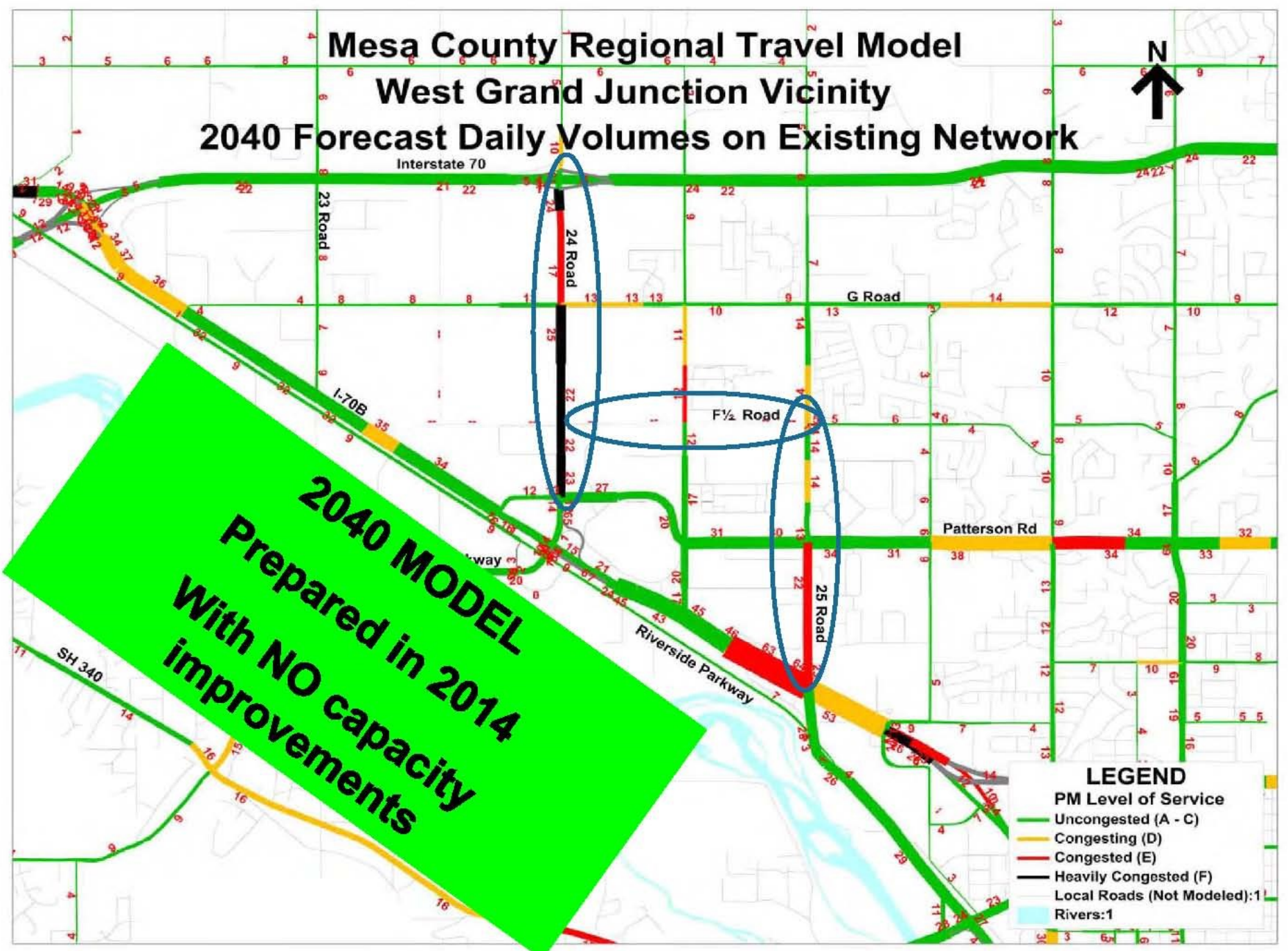
I-70 B

**RIVERSIDE
BY-PASS**

D ROAD

BELTWAY

Mesa County Regional Travel Model West Grand Junction Vicinity 2040 Forecast Daily Volumes on Existing Network



2040 MODEL
Prepared in 2014
With NO capacity
improvements

LEGEND

- PM Level of Service
- Uncongested (A - C)
- Congested (D)
- Congested (E)
- Heavily Congested (F)
- Local Roads (Not Modeled): 1
- Rivers: 1

2040 Forecast Daily Volumes Existing Plus Planned Network



Westside Beltway Improvements

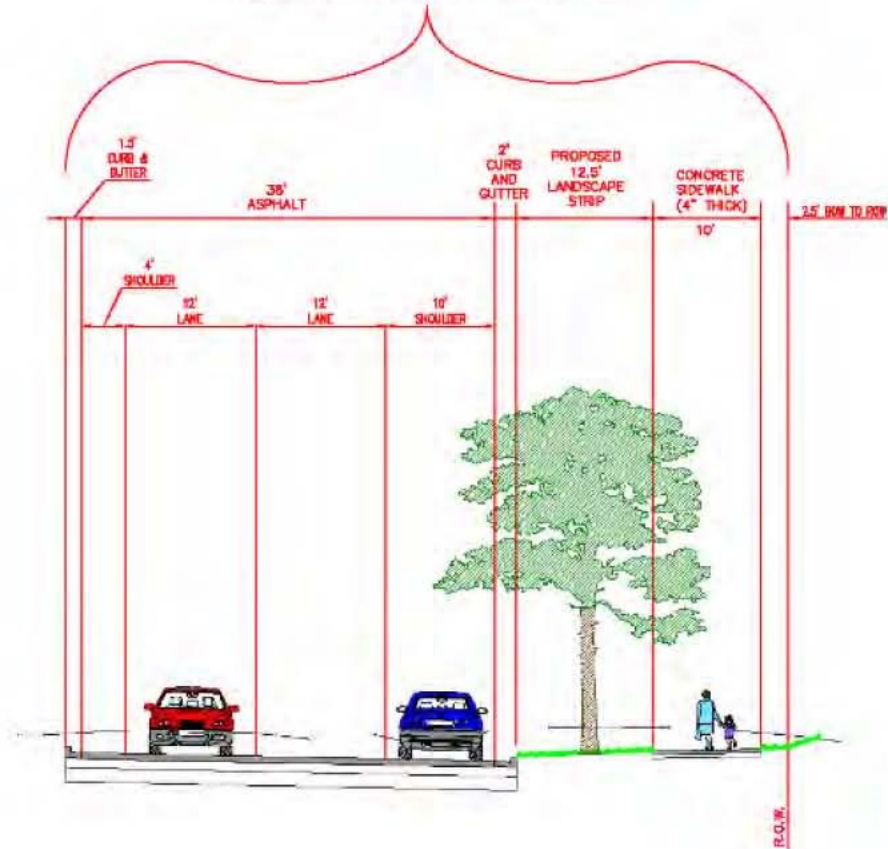
**Proposed
24 Road Widening
\$8-\$9 million**

**Proposed
F 1/2 Rd Parkway
\$9-\$10 million**

**25 Road Widening
\$6.0-\$6.5 million**

**CITY OF
Grand Junction
COLORADO**

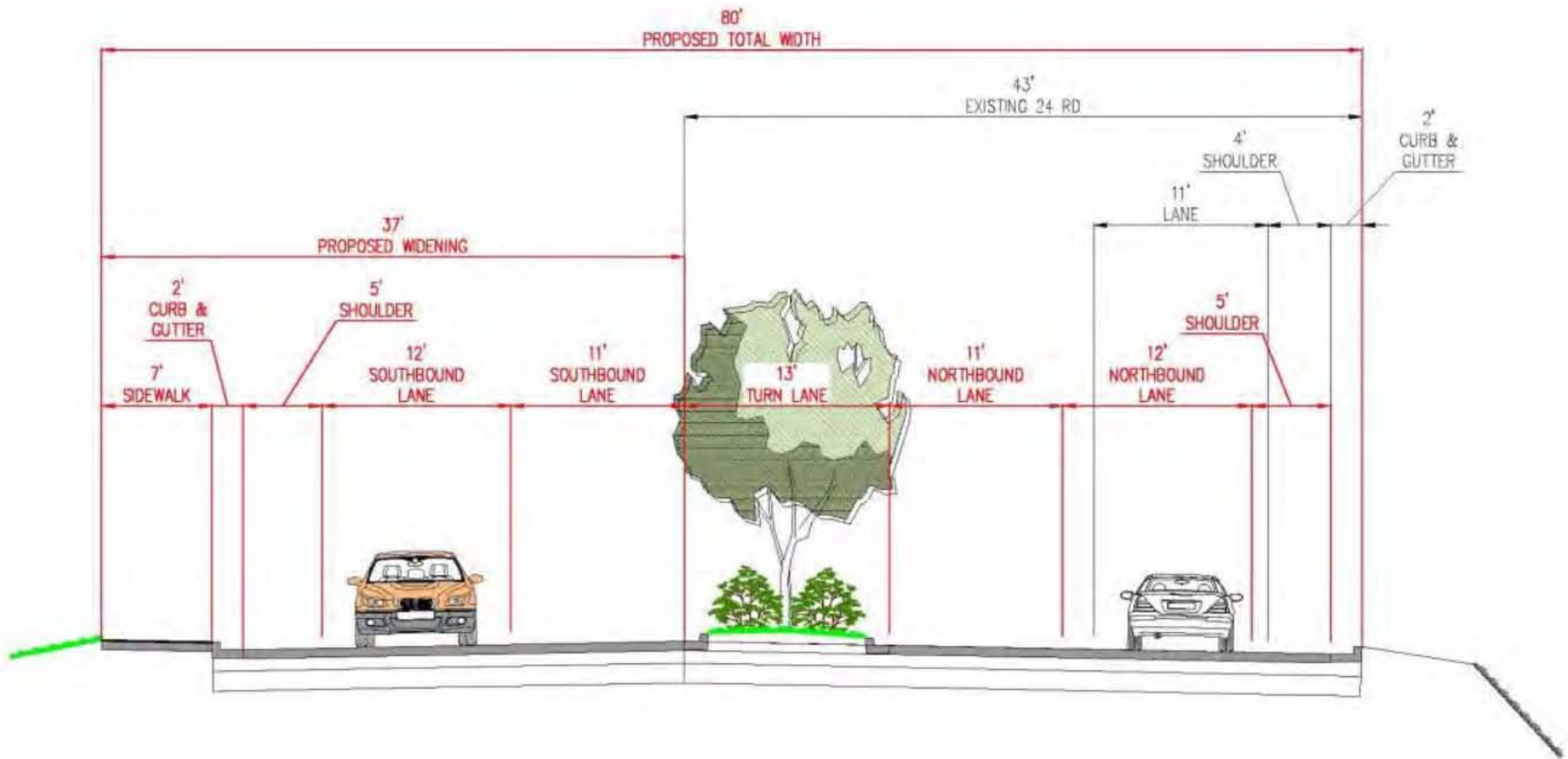
PROPOSED PHASE I SECTION OF F 1/2 ROAD PARKWAY
(SOUTH SIDE) 24 ROAD THROUGH 25 ROAD



2040 F 1/2 Road Parkway Cross Section

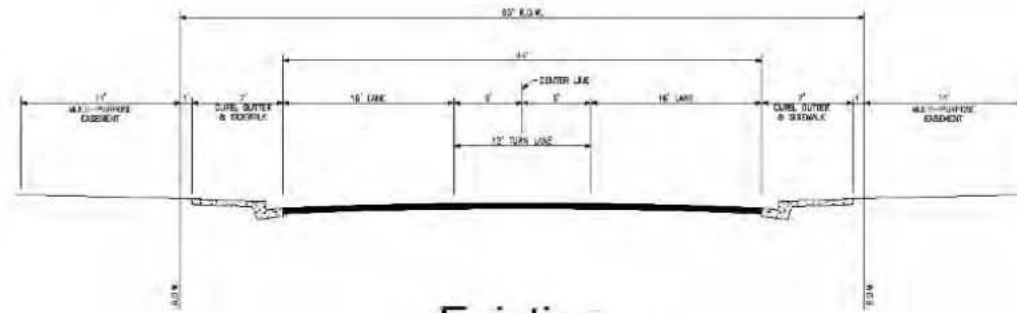


24 Rd SECTION.jpg
Type: JPEG Image
Size: 225 KB
Dimension: 2200 x 1700
pixels

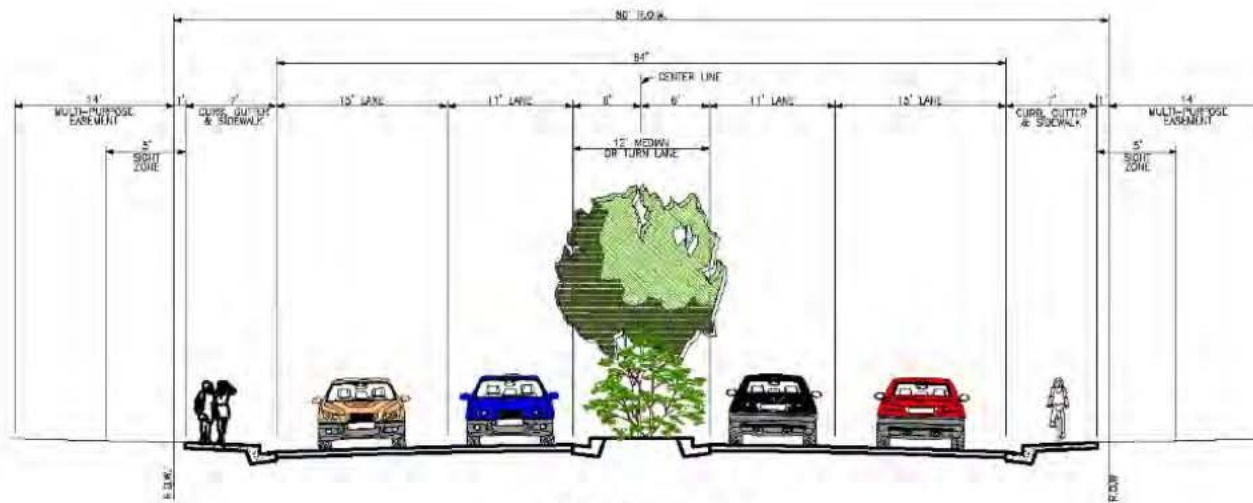


24 ROAD WIDENING CROSS SECTION



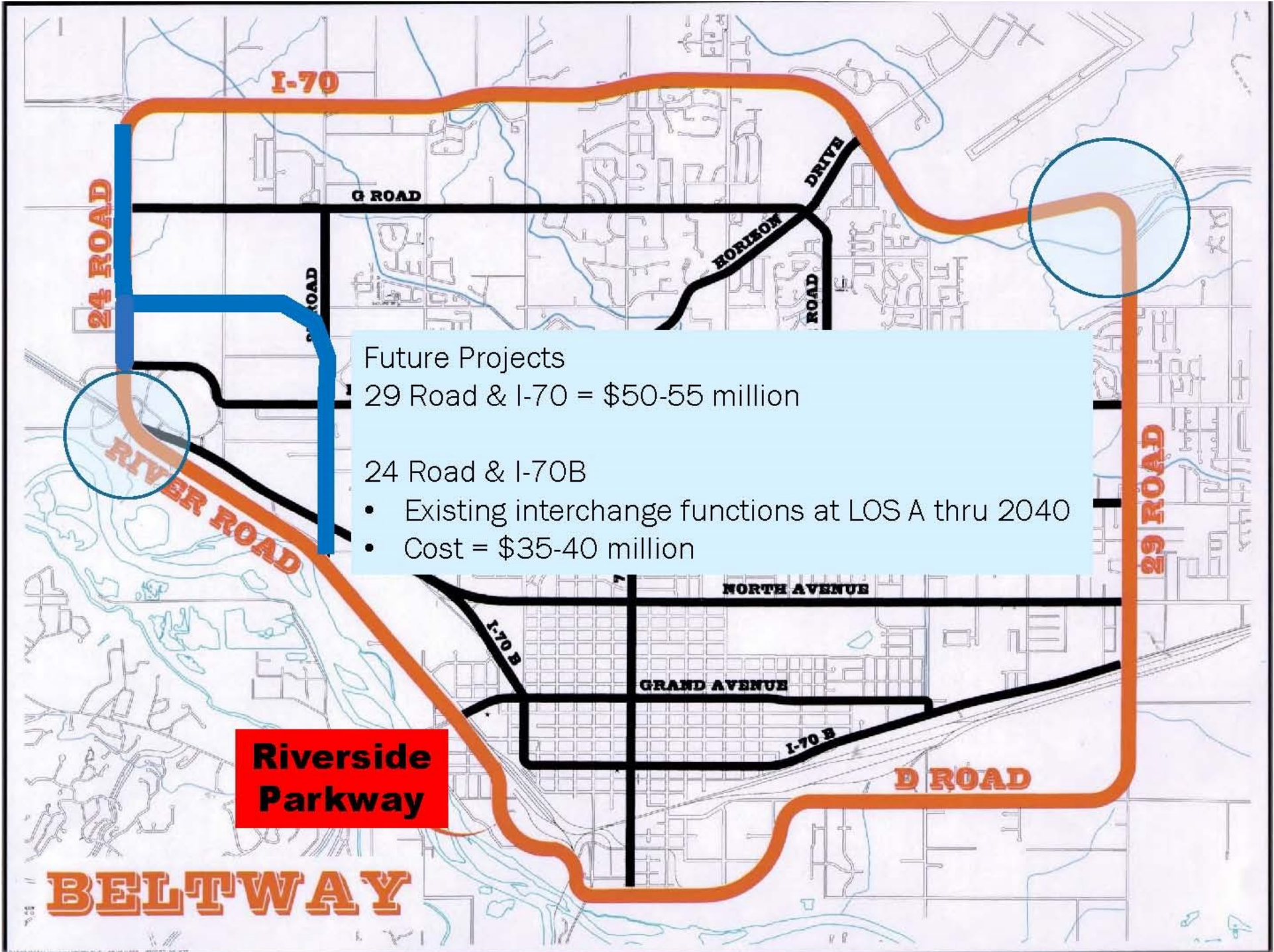


Existing



Proposed

25 Road Widening
Cross Section



I-70

24 ROAD

G ROAD

HORIZON DRIVE

RIVER ROAD

29 ROAD

NORTH AVENUE

GRAND AVENUE

D ROAD

Riverside Parkway

BELTWAY

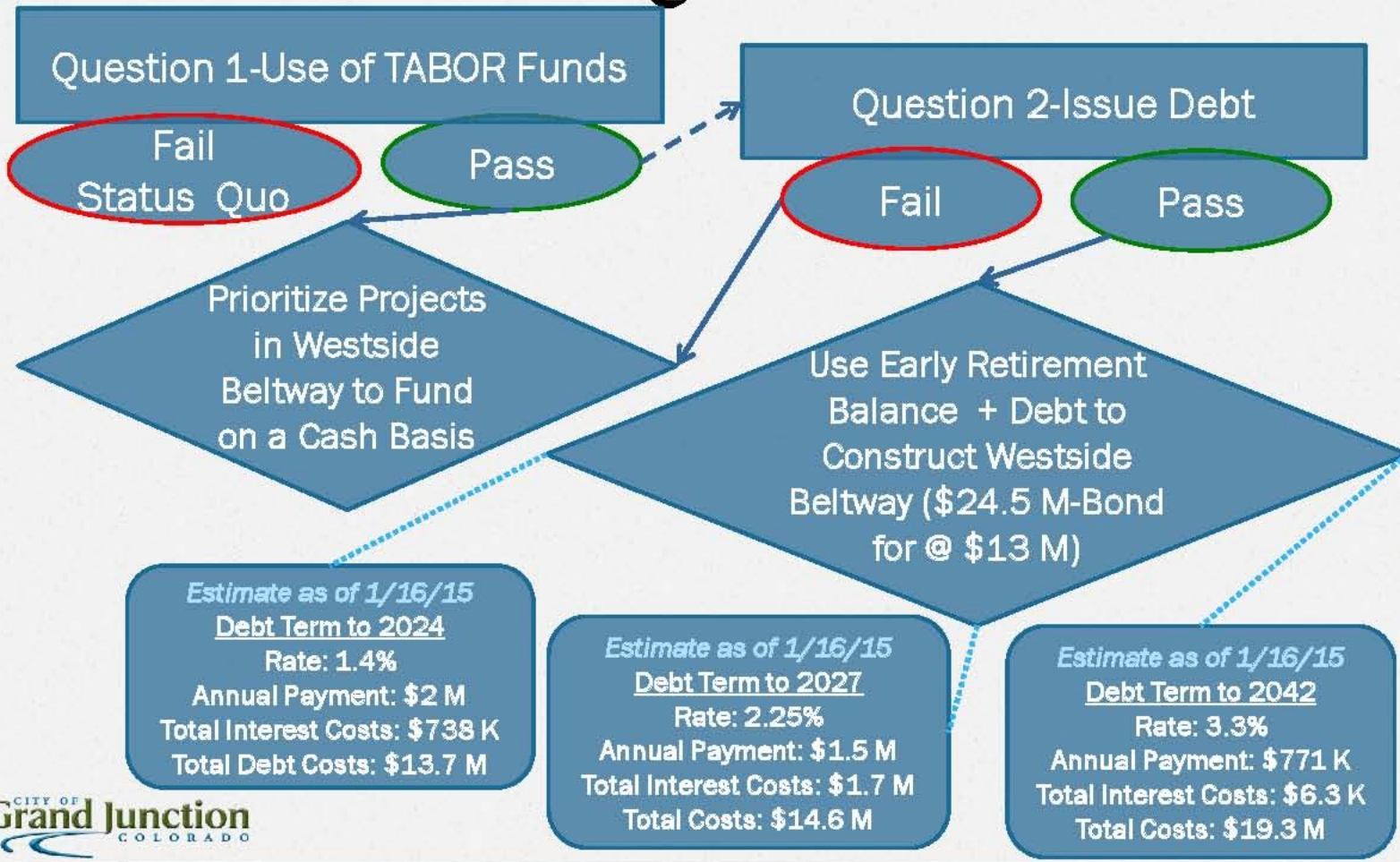
Future Projects
29 Road & I-70 = \$50-55 million

24 Road & I-70B
• Existing interchange functions at LOS A thru 2040
• Cost = \$35-40 million

Funding Options

- o Project Costs for 2017 Construction
 - o Total all projects = \$23 million to \$25.5 million
 - o 25 Road \$6-6.5 million (2021 Cost with Inflation = +/- \$7.5 million)
 - o 24 Road \$8-9 million (2021 Cost with Inflation = +/- \$10 million)
 - o F ½ Road Parkway \$9-10 million (2021 Cost with Inflation = +/- \$11.5 million)
- o Early Retirement Account-Projected Balance
 - o 2015 \$9.9 million
 - o 2016 \$11.5 million
- o Cash
- o Debt

Ballot Questions



DRAFT 1/16/15 USE OF THE TABOR FUND FOR WESTSIDE BELTWAY

“SHALL THE CITY OF GRAND JUNCTION, COLORADO, WITHOUT INCREASING ANY EXISTING TAX RATE AND WITHOUT IMPOSING ANY NEW TAXES, BE AUTHORIZED TO RETAIN ALL REVENUES IN EXCESS OF AMOUNTS WHICH THE CITY IS PERMITTED TO SPEND UNDER ARTICLE X, SECTION 20 (TABOR) OF THE COLORADO CONSTITUTION, INCLUDING THE CURRENT RIVERSIDE PARKWAY DEBT RETIREMENT FUND, FOR 2015 AND SUBSEQUENT YEARS FOR THE PAYMENT OF ALL CITY DEBT ISSUED FOR RIVERSIDE PARKWAY AND THE PURPOSE OF PAYING FOR ALL OR ANY PORTION OF THE COSTS OF THE DESIGN AND CONSTRUCTION OF STREET, SIDEWALK, PATH AND ROADWAY TRANSPORTATION IMPROVEMENTS KNOWN AND REFERRED TO AS THE WESTSIDE BELTWAY WHICH INCLUDES 25 ROAD FROM I-70 B TO F1/2, F1/2 TO 24 ROAD AND 24 ROAD FROM PATTERSON ROAD TO THE INTERCHANGE AT I-70 UNTIL ALL DEBT AND COSTS OF DESIGN AND CONSTRUCTION ARE PAID IN FULL, WITH ALL AMOUNTS RETAINED TO BE USED FOR PAYMENT OF THE DEBT, INTEREST AND COSTS OF ISSUANCE, CONSTRUCTION AND ANY AND ALL COSTS INCURRED FOR THESE PROJECTS?”

DEBT FOR THE WESTSIDE BELTWAY

“PROVIDED THAT THIS QUESTION ___ AND QUESTION ___ PASS AT THIS ELECTION, WITHOUT ANY INCREASE OF ANY EXISTING TAX RATE AND WITHOUT IMPOSING ANY NEW TAXES SHALL CITY OF GRAND JUNCTION, COLORADO, DEBT BE INCREASED \$_____ WITH A REPAYMENT COST OF \$_____ TO PROVIDE FINANCING FOR THE PURPOSE OF PAYING FOR ALL OR ANY PORTION OF THE COSTS OF THE DESIGN AND CONSTRUCTION OF STREET, SIDEWALK, PATH AND ROADWAY TRANSPORTATION IMPROVEMENTS KNOWN AND REFERRED TO AS THE WESTSIDE BELTWAY WHICH INCLUDES 25 ROAD FROM I-70 B TO F1/2, F1/2 TO 24 ROAD AND 24 ROAD ROM PATTERSON ROAD TO THE INTERCHANGE AT 1-70; AND PAYING COSTS OF THE FINANCING, CONSTRUCTION AND ALL COSTS OF THE PROJECT PROVIDED THAT THE SPECIFIC TERMS OF THE DEBT SHALL BE DETERMINED BY THE CITY AS NECESSARY AND PRUDENT?”

General Topic Discussion and Direction

- o Communication Center
- o Persigo Agreement
- o Buthorn Drainage

Sustainability of the Communication Center

Current Operations

- A. The GJRCC is the only public safety answering point in Mesa County.
- B. They provide emergency dispatching services to 24 user agencies. Virtually all of the Law Enforcement, Fire and EMS entities in the county.
- C. 11 LE – listed; 13 Fire & EMS – listed

A Busy Place...

- A. Authorized Employees
 - 35 Dispatchers
 - 7 Supervisors
 - 1 Operations Manager
 - 1 Project Manager
- B. Total Calls For Service
 - 2014 – 144,803
 - 2013 – 135,205
 - 2012 – 127,782
- C. Total Call Volume
 - 2014 – 290,710
 - 2013 – 295,830
 - 2012 – 319,305
 - 75 – 80 % of call volume is from cell phones

Current Funding Sources

- A. 9-1-1 Surcharge
 - Support capital investments and infrastructure
 - \$1.30/land line per month
- B. Cost Share
 - Support of operational activities
 - Personnel
 - Training
- C. 2015 Projected Cost Share Funding from Agencies – Graph

Bang for your Buck

- A. Already a regionalized center
- B. Providing a service to customers that cannot afford it on their own
- C. Commitment and support from the Board and the public safety system
- D. Power of collaboration (clout) – example: Grants
- E. State / National recognition
 - Incident Dispatch Model
- F. Instruction
 - CMU
 - Other communities
 - National professional organizations – NENA/APCO

Challenges

- A. Increasing complexity and responsibility = costs more
 - Cell
 - EMD
 - Emergency notification
 - Answering service for others; after hour utilities
 - Progression of complexity
- B. Funding Steps Taken
 - Flat bill; fund balance being used to offset
 - Banking on poor retention / turnover
 - 9-1-1 surcharge increase in 2011 from \$0.70 to \$1.30
- C. Governance (Fairness)
 - Board representation (SO funding)
 - Authority
 - Contract
- D. Billing (Fairness)
 - How to allocate
 - Chilling effect (officer safety)

Looming Threats

- A. Next Generation 9-1-1
 - Text to 9-1-1
 - Social Media
- B. Upgrades and replacement of current technologies and equipment
- C. Decreasing revenue
 - 9-1-1 surcharge dollars are flat; slightly decreasing
 - Grant funding dollars are decreasing; not as available
- D. EMD enhancements; medical history

Now What?

- Encourage/collaborate on statewide funding for 9-1-1 monies
- Expanded regionalization
 - CSP
 - Other western slope agencies
- Public safety communications tax
 - Communication Authority or District
- Provide dispatching services for private entities
- Privatization
 - How would users be charged?
- Contracted service
 - Simplified billing based on some constant
 - Sliding scale – 10 employees - \$20k/year
 - Combine this with a PSC tax to offset the individual cost

Memorandum

TO: Mayor Norris and City Council

FROM: John Shaver, City Attorney

DATE: January 16, 2015

SUBJECT: Persigo Agreement

This memorandum reviews some of the essential terms, dates and principles of the Persigo Agreement.

The Persigo Agreement, signed October 13, 1998, generally provides direction for the operation of the Persigo sewer system, helps to address sprawl, resolved long-standing tensions regarding annexation to the City when sewer was provided to development and established rules for where urban development would occur. The agreement was effectively the settlement of the lawsuit that the County filed against the City (94CV233.) The Agreement has served well for a number of years; however, as the five-year review/update of the Comprehensive Plan is scheduled for 2015, a reexamination of the principles underlying the Agreement has been suggested. A copy of the Agreement is attached.

In order to determine if and/or what parts of the Agreement may need to be improved, either to reflect current policy direction or to delete obsolete provisions, I am offering the following background.

Overview

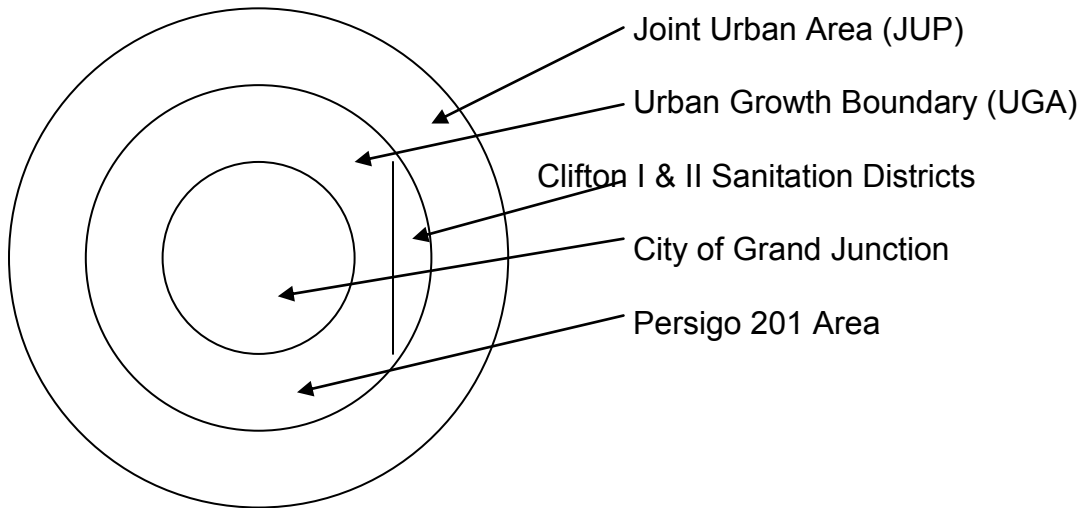
The Persigo Agreement established land use and master plan policies and implemented agreement specific solutions to a series of problems notably the use of powers of attorney for annexation and litigation involving the extension of sewer service.

For purposes of land use the agreement identifies four areas:

- The City limits;
- The Persigo 201 sewer service area, which includes all of the then existing City limits, plus the eventual City limits;
- The Urban Growth Boundary, which includes the City's limits plus the Persigo 201 sewer service area plus the sewer service areas for Clifton Sanitation Districts I and II; and,

- The Joint Urban Area, which added to the Urban Growth Boundary is the area shown on the City’s Future Land Use Map. The Joint Urban Area is also referred to as the Joint Planning Area and the Joint Urban Area Plan.

Those areas may graphically be shown as follows:



Under the Persigo Agreement, both the City and County adopted the same master plan. The City now refers to its master plan as the Comprehensive Plan (formerly the Growth Plan.)

Integration of the Persigo Agreement into the Comprehensive Plan has been a key consideration to the implementation of the Comprehensive Plan and its predecessor the Growth Plan.

Key Assumptions of the Persigo Agreement

The Persigo Agreement provides that urban growth (anything except 2 acre or larger residential lots) must only occur within the City. Pursuant to the Persigo Agreement all “annexable development” (urban growth as defined by the Agreement) anywhere within the Urban Growth Area must be annexed to the City.

The method provided by the Persigo Agreement to implement these goals is that annexable development (*i.e.*, urban growth) is processed by the City. There are two exceptions: those areas outside the Urban Growth Area within the Joint Urban Plan that were as of October 13, 1998 already zoned for urban uses and those parcels shown on the Master Plan as Commercial or Industrial.

To avoid sprawl and to avoid having industrial/commercial/business developments move to just outside the City's limits no urban development (“annexable development”) can be allowed in the JUP area outside of the UGA.

The following sections of the Persigo Agreement address land use decisions related to the Comprehensive Plan – these policies, among others, inform the current Comprehensive Plan and the implementation of the Plan. (References are to the Persigo Agreement.)

Page 1, un-labeled paragraphs: “The overriding goal of the County is to make available connection to the System to all properties within the 201 Service area and to participate jointly with the City to provide policy direction for operation and maintenance of the System.” The overriding goal of the City is that all new development shall occur within, and be annexed to, the City, and under the City’s land use jurisdiction.”

“The parties agree that these two goals can be accomplished together.”

Page 1, paragraph (d): “So that the integrity of the City and County planning efforts is not threatened in the Joint Planning Areas, the parties will not allow growth inconsistent with the Master Plan adopted by each entity or by the Planning Commissions of each; or existing zoning;”

Page 2, paragraph (e): “Encourage connection of all properties within the 201 to the System in the short term, rather than waiting for septic systems to fail; and”

Page 2, paragraph (f): “Agree on, and adopt, the boundaries of the 201.”

Page 3, paragraph 7: “The 1998-1999 existing system capital improvement plan, and existing operating budgets, and the Sewer Rules and Regulations (to the extent not inconsistent with this Agreement) and the boundary of the 201 as indicated on “Persigo Exhibit A” are hereby continued and ratified until jointly modified.”

Page 4, paragraph 8: “The parties agree to provide for, encourage, and assist growth of the City through annexation by the City of all Annexable Development within the boundaries of the 201. In the event of a question, the parties agree that annexation is to occur, unless prohibited by applicable law or this Agreement.”

Page 4, paragraph 9: “The Parties shall jointly develop appropriate incentives to encourage annexation to the City. If a neighborhood or other area petitions or elects to be annexed to the City, the County and the City may jointly fund incentives. As allowed by available money, the incentives may include, but are not limited to, parks, roads, fire stations or road improvements.”

Page 4, paragraph 10: “The parties agree to implement this Agreement, in letter and in spirit, through the various tools, plans and powers of each party, including but not limited to the adopted codes of each, the policies and procedures of each, and the agents and employees of each. Throughout the term of this Agreement, the parties agree to continue to amend and adopt such provisions as are authorized and necessary to implement all provisions and goals of this Agreement.”

Page 4, paragraph 11(a): “The parties acknowledge the importance of adoption of, or implementation of, and compliance with, the Master Plan. The parties shall implement the Master Plan through their resolutions, ordinances or other actions or shall comply with the zoning existing as of the date of this Agreement. The parties may jointly allow for exceptions, in writing.”

Page 4, paragraph 11(b): “When one party approves an amendment or other change to the Master Plan for property within such party’s jurisdiction if the other party does not consider and decide whether to amend within thirty calendar days of the first party’s approval, the amendment shall be deemed approved.

Page 4, paragraph 12: “To maintain the integrity of the Master Plan, and the implementation of it, and for other reasons, the parties agree that any property within the 201 should eventually develop at an urban level of density. For this agreement, residential lot sizes of two acres gross or larger are deemed to not be “urban” while smaller parcel or lot sizes are deemed to be “urban.” The parties agree to amend the 201 to implement this principle.”

Page 5, paragraph 14(a): “Over time all properties within either the UGA or the 201, as those boundaries are adjusted and amended pursuant to this Agreement, will be annexed by the City. The parties agree that the UGA and the 201 should be the same, although amendments are required to accomplish this consistency, except that Clifton Sanitation District I and II will be excluded from the 201. All land use review of whatever form of any Annexable Development within the 201 Boundary, beginning with the very first contact with the planning offices or departments of the parties (such as a pre-application conference or the acceptance of any application or permit request), shall exclusively occur in, and be exclusively subject to the land use jurisdiction of, the City through the development review or other review process.”

Page 5, paragraph 16: Within the Persigo 201 area, any proposed non-residential use or development must first annex and be processed through the City development review process. This specifically applies to developments requiring a change of text or a map change within the Joint Urban Area, which requires a rezone, which create additional parcels, which require a Conditional Use Permit, which includes a new principal structure, which adds additional square footage to a principal structure resulting in a structure equal to or greater than 10,000 square feet or which adds 10,000 square feet to any existing principal structure.

Page 8, paragraph 21(a): Redlands: Annexation is required for any residential development if any portion of the property is within ¼ mile of any portion of the City limits. (The Redlands was an agreed upon exception to the general rule that all new development would be immediately annexed into the City. The County, however, agreed to require that Redlands' developments abide by the City's infrastructure standards and planning basics. The reason for this rule is so that when eventually annexed into the City, there would be consistency and the City wouldn't have to do the expensive upgrading and retrofitting of the development that occurred in the 1970's, 1980's and early to mid 90's.)

Page 8, paragraph 22(d): (d) To the extent that property, upon annexation to the City, is excluded from the Clifton Fire Protection District ("Clifton Fire"), the City promises to pay to Clifton Fire that amount of money which would have been received by Clifton Fire by virtue of its current mill levy as applied throughout Clifton Fire which would have applied absent exclusion, subject to the on-going requirement that Clifton Fire shall continue to provide its full services to the excluded property.

Page 9, paragraph 23: Orchard Mesa: Annexable development (both residential and non-residential) west of 30 Road will be annexed. Only rural (as defined in the Persigo Agreement) development occurs east of 30 Road.

Key Dates and Actions

Due to the passage of time certain provisions of the Agreement may have been forgotten or overlooked. Included below are some of those specific terms.

1. Paragraph 9: The parties *shall* jointly develop incentives to annex.
2. Paragraph 11(a): The parties *shall* implement the Master Plan.
3. Paragraph 12: The 201 boundary shall be amended so that only "urban" lots are within the 201. "Urban" lots are those under 2 acres. Larger lots that are expected to subdivide can be left with the 201.
4. Paragraph 14(b): The City may annex outside of the 201 or the UGA without the consent of the County (so long as all other statutory criteria are met) as of October 13, 2008.
5. Paragraph 22(d): After annexation the City pays Clifton Fire the value of the Clifton Fire mill levy on excluded property if Clifton Fire continues to serve.
6. Paragraph 26(a): By the *fifth anniversary* of the effective date of creation of an enclave, the City shall unilaterally annex the enclave.

7. Paragraph 38: Before *each July*, the parties must meet to provide policy direction.
8. Paragraph 38: By each *September 1*, the City must notify the special districts of any changes. (Total Service Agreements have changed relationship with special districts - Fruitvale and Central Grand Valley Sanitation Districts have dissolved. Dissolution of Orchard Mesa Sanitation District will be on the November 2015 ballot.)
9. Paragraph 39: *At least every five years*, the City must employ an outside rate consultant to study rates.

x

1998 INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GRAND JUNCTION AND MESA COUNTY
RELATING TO CITY GROWTH
AND JOINT POLICY MAKING FOR THE PERSIGO SEWER SYSTEM
[October 12, 1998]

13-A J.R.B.
A.
Goals

The overriding goal of the County is to make available connection to the System to all properties within the 201 Service area and to participate jointly with the City to provide policy direction for operation and maintenance of the System.

The overriding goal of the City is that all new development shall occur within, and be annexed to, the City, and under the City's land use jurisdiction.

The parties agree that these two goals can be accomplished together.

The Master Plan is the community's best effort to identify those areas of the Central Grand Valley that should be urbanized, and those that should not.

In addition, the parties have expressed their willingness and resolve to guarantee, for themselves and for the Boards and Councils that will follow, that:

- (a) The City may continue to grow, in accordance with its Charter and applicable state law;
- (b) Within the 201, all Annexable Development, as herein defined, must only occur within the City and under the City's jurisdiction;
- (c) The County shall continue to participate jointly with the City to provide policy direction for operation and maintenance of the System;
- (d) So that the integrity of the City and County planning efforts is not threatened in the Joint Planning Areas (herein defined), the parties will not allow growth inconsistent with: the Master Plan adopted by each entity or by the Planning Commissions of each; or existing zoning; and
- (e) The City will continue to manage, operate and maintain the System as it has done, subject to policy guidance by the Board of County Commissioners and City Council, acting jointly, as provided herein.

This Agreement between the City and the County addresses the following goals and community values:

- (a) The System was constructed and will be operated for the benefit of the current and future users in the 201;
- (b) The Agreement should resolve all issues that were in dispute in the Lawsuit;
- (c) The pursuit of health and water quality on behalf of all citizens is of the utmost importance;
- (d) Continuc quality management, operation, and maintenance of the System;
- (e) Encourage connection of all properties within the 201 to the System in the short term, rather than waiting for septic systems to fail; and
- (f) Agree on, and adopt, the boundaries of the 201.

B.
Policy.

1. The City Council and the Board of County Commissioners shall jointly establish and provide policy direction relating to the System.
2. No policy shall be effective until formally adopted by both the Council and the Board of County Commissioners.
3. Policy means:
 - (a) Setting goals and objectives;
 - (b) Reviewing and adopting capital improvement plans and annual operating budgets;
 - (c) Reviewing and setting System rates and fees;
 - (d) Entering into bond issues and other financing arrangements, adopting or amending Sewer Rules and Regulations;
 - (e) Adopting policies and philosophies which govern rate and capital reviews and studies;
 - (f) Acting jointly regarding any changes to the 201. The parties recognize that their joint decision and recommendation regarding the 201 boundary may be subject to the approval of others pursuant to the Federal Clean Water Act and implementing regulations; and

(g) Approving and entering into new sewer service contracts or amending existing sewer service contracts with special districts, municipalities, or other sewer service providers.

4. In the event the parties fail to jointly adopt an annual operating budget, the previously approved operating budget shall be the operating budget.

5. The parties agree that, unless required by a debt instrument or similar obligation, the following shall apply to the System:

(a) Operating and maintenance reserves required by any debt instrument will not be used for trunk line extension or plant expansion;

(b) Jointly adopted differential fees and charges may be used to encourage in-fill;

(c) Plant investment fees and monthly charges may be established to meet anticipated future capital needs and inflation indexing; and

(d) The plant investment fee will be put into an expansion fund until plant usage reaches 90% of capacity, at which point construction is expected to expand the plant capacity. After such construction, expansion fund moneys may be accumulated for future uses or may be used to plan and construct new or replacement facilities.

6. Arbitration. Subject to the overriding provisions of Section F, "Remedies," in the event of a dispute of any matter determined by either body to be necessary to effectuate this Agreement or to establish any policy, the parties shall first mediate the dispute. If mediation does not resolve the dispute, the parties shall each state its position in writing and deliver the same to the other party. If, within ten days of the delivery of such writings to each party, the parties have not resolved the dispute, the parties shall proceed to binding arbitration. Each party shall designate an arbitrator of its choice and the two designees shall designate a third. Arbitration shall be subject to the rules of the American Arbitration Association. Expenses of mediation and arbitration shall be shared jointly by the parties.

7. The 1998-1999 existing system capital improvement plan, and existing operating budgets, and the Sewer Rules and Regulations (to the extent not inconsistent with this Agreement) and the boundary of the 201 as indicated on "Persigo Exhibit A" are hereby continued and ratified until jointly modified.

C.

Implementation-Zoning-Master Plan.

8. The Parties agree to provide for, encourage, and assist growth of the City through annexation by the City of all Annexable Development within the boundaries of the 201. In the event of a question, the parties agree that annexation is to occur, unless prohibited by applicable law or this Agreement.
9. The Parties shall jointly develop appropriate incentives to encourage annexation to the City. If a neighborhood or other area petitions or elects to be annexed to the City, the County and the City may jointly fund incentives. As allowed by available money, the incentives may include, but are not limited to, parks, roads, fire stations or road improvements.
10. The parties agree to implement this Agreement, in letter and in spirit, through the various tools, plans and powers of each party, including but not limited to the adopted codes of each, the policies and procedures of each, and the agents and employees of each. Throughout the term of this Agreement, the parties agree to continue to amend and adopt such provisions as are authorized and necessary to implement all provisions and goals of this Agreement.
11. (a) The parties acknowledge the importance of adoption of, or implementation of, and compliance with, the Master Plan. The parties shall implement the Master Plan through their resolutions, ordinances or other actions or shall comply with the zoning existing as of the date of this Agreement. The parties may jointly allow for exceptions, in writing.
- (b) When one party approves an amendment or other change to the Master Plan for property within such party's jurisdiction if the other party does not consider and decide whether to amend within thirty calendar days of the first party's approval, the amendment shall be deemed approved.
12. To maintain the integrity of the Master Plan, and the implementation of it, and for other reasons, the parties agree that any property within the 201 should eventually develop at an urban level of density. For this agreement, residential lot sizes of two acres gross or larger are deemed to not be "urban" while smaller parcel or lot sizes are deemed to be "urban." The parties agree to amend the 201 to implement this principle.

D.

City Growth. Powers of Attorney. Annexation.

13. Neither contemporaneous annexation to the City, nor a power of attorney to annex later, shall be required as a condition of service by or connection with the System, subject to, and in accordance with, the several provisions hereof. However, annexation is

required pursuant to this Agreement in order to implement the goals and objectives of this Agreement.

14. (a) Over time all properties within either the UGA or the 201, as those boundaries are adjusted and amended pursuant to this Agreement, will be annexed by the City. The parties agree that the UGA and the 201 should be the same, although amendments are required to accomplish this consistency, except that Clifton Sanitation District I and II will be excluded from the 201. All land use review of whatever form of any Annexable Development within the 201 Boundary, beginning with the very first contact with the planning offices or departments of the parties (such as a pre-application conference or the acceptance of any application or permit request), shall exclusively occur in, and be exclusively subject to the land use jurisdiction of, the City through the development review or other review process.

(b) Until the 10th anniversary of the signing of this Agreement, the City shall not annex outside of the 201 or the UGA unless the Board of County Commissioners consents.

15. All decisions relating to infrastructure standards, location and similar technical matters for Annexable Development shall be performed by the City pursuant to City standards and requirements, even if an earlier phase or portion of an Annexable Development had occurred without City review or process or standards. Within the 201, the parties shall jointly agree upon the infrastructure standards which shall be followed throughout the 201. The parties shall agree on such standards within one year of execution of this Agreement. Thus, the general principle to accomplish the goals of this Agreement, and to replace the existing arrangement is that no Annexable Development in the 201 shall, after the effective date of this Agreement, occur except through the City's land use process and after annexation to the City is completed. The City Council may allow the land use review process of Annexable Development to proceed along with the annexation, as required by the City.

16. Except as provided in paragraphs 21-23, any proposed non-residential (including but not limited to commercial, industrial, institutional or public, *e.g.*, schools, churches) use or development which fits at least partially any one or more of the following criteria shall first annex to the City prior to, or concurrent with, review and approval of the development proposal. Even if the developer or applicant would experience a delay, the City shall require that annexation shall occur forthwith so that the City has complete land use authority over the proposed development from its initial planning and review stages. Those criteria are as follows:

(a) Any development requiring a change of the text of, or to any map which is a part of, the adopted Joint Urban Area Plan;

(b) Any property, or portion thereof, the owner of which has requested or applied for a rezoning or any change to a planned zone or any amendment to any planned zone;

(c) Any subdivision of property that results in the creation of one or more additional lot(s), parcel(s) or tax parcel(s). Judicial and partition actions are included within the definition of "subdivision." Notice of any such judicial or partition action shall be given to the City;

(d) Any use or development requiring a Conditional Use Permit, except a home occupation located in a residence;

(e) Any new principal structure;

(f) Any addition to an existing principal structure which contains less than 10,000 square feet of gross floor area if, following the addition, the gross floor area of the structure is equal to or greater than 10,000 square feet; or

(g) Any addition of 10,000 square feet of gross floor area or larger to an existing principal structure of 10,000 square feet or more of gross floor area.

17. The County hereby agrees to sign such documents as are reasonably necessary to complete every annexation initiated or completed by the City within the 201 which reasonably complies with the Annexation Act and the provisions of this Agreement.

(a) Specifically, the parties agree that the County may intervene, sue or otherwise take action against or contrary to any City effort to annex any property within the 201 only if:

(i) The City is not complying or reasonably attempting to comply with the Annexation Act and this Agreement; or

(ii) The property involved is County park, recreational property or other property such as courthouses, jails, maintenance yards, Intermountain Veterans Memorial Park, and the offices or buildings of the County Clerk and other County Officials.

(b) The County specifically consents to the annexation of all or a portion of any road, street, highway, easement, right-of-way, open space or other County-owned property, unless excluded in (ii) above, at any time for any purpose consistent with the terms of this Agreement.

(c) For or on behalf of any third party, the County shall not intervene, sue or otherwise take action against or contrary to any City effort to annex pursuant to the Annexation Act and this Agreement. Even though the County is granted standing

by the Annexation Act or otherwise, the County agrees not to exercise such right, to require an election for, or contest any annexation in the 201, unless inconsistent with the Annexation Act.

18. (a) Annexation techniques such as the use of "flagpole(s)," including the annexation of all or any portion of any right-of-way, street, easement or road, may be used by the City to accomplish annexations and the objectives of this Agreement. The City agrees to minimize the use of "flagpoles," other than the use of linear strips (normally portions of a right-of-way or other roadway), when establishing contiguity and compliance with the Annexation Act.

(b) The City may require that annexation be completed prior to issuance of any final development approval and the City may complete annexation prior to initiating any development review. The City may choose to allow a land use application or proposed use to proceed contemporaneously with the annexation process.

(c) Other parcels shall not be involuntarily included in an annexation petition prepared or controlled by the City pursuant to 18 (b) above. However, if a majority of property owners file a petition to annex, the minority may be annexed involuntarily without violating this Agreement.

(d) The parties agree that a "pole" of a "flagpole" annexation does not create an enclave. The City agrees that it will not attempt to use any "pole" to create or "close" an enclave.

(e) All phases, filings, or portions of any property subject to a public approval such as planned developments, Official Development Plans ("ODP"s), and any other process or step whereby a portion of one or more tax or other parcels are reviewed or evaluated (even though such parcels, lots or properties are not expected to be finally approved, subdivided or zoned at the same time) are to be treated as one property, and therefore all such phases, filings or portions shall be annexed to the City when the first such phase, filing or portion of property is reviewed and/or annexed.
19. Powers of Attorney for annexation ("POA's") or other instruments which provide for the exchange of sewer for an agreement to annex (only such documents shall be called POA's for purposes of this agreement) which were entered into or recorded as of the dismissal of the Lawsuit will not be used by the City to effect annexation during the time this Agreement is in effect.
20. Any POA which has not been exercised or released as of December 31, 2005 will be canceled on or before that date by formal action by the City Council. Such notice of cancellation, which shall be recorded, shall provide that the cancellation is subject to the several terms of this Agreement.

21. **Redlands.** Within that portion of the 201 which is west/south of the Colorado River and west of the Gunnison River, (termed the "Redlands" in this Agreement), and which is shown more particularly on the attached "**Persigo Exhibit A**":

(a) For any residential development, no permit or approval shall be given for such development if any portion of the property is within 1/4 mile (1,320 feet) of any portion of the City limits, as those limits change from time to time, except through the City's land use process and until the property is annexed to the City. The County shall refuse to review or approve any such development proposal; and shall refer the applicant to the City which shall process and decide if the permit, application or proposed development shall be approved. The City may require that annexation be completed prior to initiation of any land use review process by the County, or the City may choose to allow a land use application or proposed use to proceed contemporaneously with the annexation process.

(b) Regardless of proximity to the limits of the City, all non-residential Annexable Development on the Redlands shall be exclusively processed and evaluated by, and possibly approved only after it is annexed to, the City. The City may elect to begin the land use review process prior to completion of the annexation process if the City has land use jurisdiction as determined by the City.

22. **Eastern area.**

(a) Any proposed Annexable Development of any property within the 201 and which is partially or wholly WEST of the line shown on the attached "**Persigo Exhibit A**," and which will be referred to as "The Line," shall be exclusively processed and reviewed by, and annexed to, the City.

(b) Until December 31, 2005, all non-residential Annexable Development and any residential development which requires a rezoning to higher density, which is east of "The Line" will be exclusively processed by, and annexed to, the City.

(c) On or after January 1, 2006, "The Line" shall no longer have any force or effect: any Annexable Development any portion of which lies within the 201 shall be processed and reviewed exclusively by and annexed to the City, except for property on the Redlands which shall continue to be treated in accordance with §21, above.

(d) To the extent that property, upon annexation to the City, is excluded from the Clifton Fire Protection District ("Clifton Fire"), the City promises to pay to Clifton Fire that amount of money which would have been received by Clifton Fire by virtue of its current mill levy as applied throughout Clifton Fire which would have applied absent exclusion, subject to the on-going requirement that Clifton Fire shall continue to provide its full services to the excluded property.

23. **Orchard Mesa.**

(a) For properties south of the Colorado River and east of the Gunnison within the 201 ("Orchard Mesa"), there shall be no development nor uses approved in the area east of 30 Road, west of Highway 141 (32 Road) which are connected to the System except the already fully developed subdivision "Valle Vista." Structures lawfully existing as of the date hereof which are within four hundred (400) feet of the existing sewer service line which connects to Valle Vista may be connected to that Valle Vista sewer line.

(b) Development of any property any portion of which is west of 30 Road, on Orchard Mesa, which meets the criteria of Annexable Development shall only occur within the City and contemporaneous with annexation and City review and approval.

(c) The parties shall commit to a successful resolution with Orchard Mesa Sanitation District (OMSD) of resolving the OMSD debt related to construction of the Valle Vista sewer service line described above.

24. **Appleton Service Area.** The Appleton Service Area is defined by Exhibit A of the Resolution known as MCM-98-51 (County) also known as Resolution 22-98 (City). Annexation of existing residential development is not required in order to obtain sewer service; however, Annexable Development within the Appleton Service Area shall be annexed similar to other Annexable Development as provided herein.

25. **Clifton.** Property which is east of "The Line", south of I-70B and which is within the Clifton Sanitation Districts I or II is not Annexable Development under this Agreement and may develop without annexation to the City.

E.

Enclaves.

26. (a) The parties agree that all property within an enclave shall be unilaterally, in accordance with the procedures provided for in the Annexation Act, annexed by the City on or before the fifth anniversary of the creation of the enclave.

(b) In an effort to eliminate duplication of services provided to the enclaves, the parties may contract with each other concerning urban services to be provided to enclaves and 'flagpoles.'

(c) The City and County will work toward amicable annexation of enclaves to the fullest extent possible.

(d) Until annexation of an enclave is final (*i.e.* all appeal periods have expired for any protest or appeal and all litigation contesting any such enclave in whole or in

part is finally adjudicated following the completion of all appellate proceedings), the county shall continue to provide its ordinary services (unless otherwise agreed in writing with the city) throughout such enclave.

(e) The County agrees to complete the capital planning, expenditures and construction of improvements which are identified in the County's adopted two-year budget and in the County's adopted two-year capital plan with respect to a portion or all of any enclave area, notwithstanding that the area, or a portion of the area, has been annexed.

F.

Remedies.

27. (a) This Agreement can be amended or terminated only with the concurrence of both parties as expressed in a joint resolution passed by a majority vote of the City Council and the Board of County Commissioners respectively, except as otherwise provided herein.

(b) Each party shall have the right to enforce each and every provision hereof, using the right of specific performance or otherwise. The court shall award the prevailing party its reasonable attorney's fees and costs.

(c) If either party breaches or otherwise fails to comply with the terms and goals of this Agreement, the parties agree that, upon declaration of a court of competent jurisdiction, to the fullest extent allowed by law, all of the breaching party's right, title, and interest to the System shall immediately and irrevocably vest in the non-breaching party. The parties term this remedy "Here are the Keys."

(d) If a court of competent jurisdiction determines that the "Here are the Keys" remedy is not enforceable for whatever reason, or if, due to the actions or inactions of a third party or intervening force, either party is not able to obtain the benefit of its bargain or is not able to accomplish the goals of that party, the court shall enforce as many provisions and terms hereof as are consistent with such goals and benefits. In addition, if the City's goals and benefits are not able to be met, the City may require that no development of any kind within the 201 shall occur except upon annexation to the City.

(e) The parties desire that the Agreement shall be perpetual, so long as the terms and goals of this Agreement are being accomplished, and the benefits are being realized. If there comes a time that the "scope" of this Agreement needs to be expanded in order to continue the City's role as the urban services provider, and other method or methods of accomplishing land use review and control by the City in urbanizing areas are necessary, or to continue the County's role as a co-manager of the System and as a policy decider of the System, the parties agree to negotiate reasonably. In the event they cannot agree, either or both may request that the court fashion such a modification of the terms hereof, based on then existing law

and circumstances, as will satisfy the goals and intents of the parties and allow each to obtain the benefit of this Agreement.

G.

Other Provisions

28. Within one year of the effective date hereof, the parties agree to, in good faith, amend the Urban Growth Boundary, or the 201, or both, so that such boundaries and areas are identical.
29. The provisions of this Agreement are not assignable without the specific consent of the parties, which consent may be unreasonably withheld.
30. This document is intended to be an Intergovernmental Agreement (IGA), pursuant to the several powers of the parties, including but not limited to 29-1-201, C.R.S. *et seq.*, 29-20-101, C.R.S. *et seq.*, title 30, C.R.S., especially articles 11, 15, 20 and 28 thereof, and the statutory and home rule powers of the City. It is intended that this Agreement replace the Existing Arrangement.
31. The three existing contracts, between the City and Orchard Mesa Sanitation District, Central Grand Valley Sanitation District and Fruitvale Sanitation District, respectively, which districts are served by the System, shall remain unchanged by this Agreement.
32. This Agreement shall not grant any status or right for person or any third party, specifically any owner of any property, to make any claim as a third party beneficiary, or for deprivation of any right, violation of any vesting of rights, inverse or other condemnation, or other theories. The parties intend this Agreement to be for their benefit only, to resolve issues between these two governments.
33. Generally Accepted Accounting Principles ("GAAP"), as published by the Government Accounting Standards Board ("GASB"), which are standards applicable to local governments, will continue to apply to the System.
34. (a) The parties also agree that the failure of either to implement each and every term of this Agreement shall constitute a breach.
- (b) Because of the severity of a declaration of a breach, a party desiring to declare a breach shall first, in writing, inform the other party of the basis for the breach, including as much detail and specificity as is possible. The other party shall have 120 calendar days to either cure the breach or to inform the other party what steps are being taken, in a reasonable time and with reasonable efforts, to cure the breach. If the 120th day falls on a holiday or weekend, the party shall have until the following day which is not a holiday or a weekend to cure or inform. No breach shall occur without a court of competent jurisdiction having declared so.

(c) Either party may ask for direction from the court, in the form of a declaratory judgment, in anticipation of a breach argument being made by the other party.

35. The City as operator and manager will acquire and own any and all new and/or additional real and/or personal property or property interest only under the name and style of "the City of Grand Junction, Colorado, for the benefit of the Persigo 201 Sewer System."

36. The City shall manage, operate, and maintain the System for the benefit of the current and future users of sewer service in the Persigo 201, according to sound utility practices and principles and, except as otherwise provided herein, without regard to whether or not current and future users of sewer service in the Persigo 201 are located within or without the boundaries of the City.

37. Other matters, decisions and issues which have been decided by the City, acting as manager, shall continue to be decided by the City, unless included in the definition of policy provided in this Agreement. For example: the City may, as the manager, accept a bid which is within budget, without obtaining any further approval from the Council or the Board of County Commissioners; the City, acting as the manager, has complete authority, subject to policy direction as provided for herein; all System employees who operate and manage the System will continue under the City's personnel, pay and benefit system; matters of insurance, employee discipline, benefits, and similar questions, shall continue to be determined by the City.

38. Policy decisions and guidance shall be provided at joint meetings which shall occur at least annually. At least one of these meetings shall occur before July of each year so that any policy decisions (including changes to the boundaries of the 201) may be implemented by the City in the proposed budget for the joint System for the subsequent year. The City shall inform each special district of proposed rates for the subsequent year by September 1 of each year so that each district has reasonable advance information upon which to base its own budget projections.

39. Rate studies shall be made by outside consultants at least every five (5) years, or more often at the joint request of the City and County.

40. Since attorneys for both parties may, from time to time, give legal advice to either or both parties regarding policy directives, management, operation, and/or maintenance of the System, neither party shall assert against the other any attorney-client privilege with regard to any communication involving either party and either party's attorney, which communication occurred prior to the giving and receiving of written notice of a disagreement pursuant to this Agreement.

41. Except as provided in 14 (b), with regard to property outside of the 201 or the UGA, this Agreement shall in no way limit or expand the existing powers of the City.

42. In any zoning or other land use decision undertaken by the City, those persons who own property which is within the area of the City's standard notification and which is not within the City's limits shall be entitled to the same rights of appeal and participation in the land use review process as City residents.

43. The parties agree to the definitions as shown in Exhibit "Persigo Definitions."

H.

Rules of Construction.

44. (a) If a term or the application of this Agreement is ambiguous or cannot otherwise be determined, these rules, in the order presented, shall guide resolution of the question: (i) annexation of the property to the City should be accomplished; (ii) Sewer service to all properties within the 201 shall be provided; (iii) the other terms and provisions hereof shall be implemented.

(b) The goals and community values as referred to herein are properly used to construe this Agreement.

(c) In the event there exists a conflict between the body of this Agreement and any exhibit to this Agreement, the body of this Agreement shall prevail.

(d) If a conflict exists between this Agreement and any other document executed or adopted by either Party and necessary to and associated with operation of the System, this Agreement shall prevail, except as otherwise provided for herein.

(e) This Agreement is not intended to be and shall not be interpreted to be in derogation of any rights of the Trustee or the Bondholders pursuant to Mesa County Resolution No. MCM 92-160 (Series 1992).

(f) In the event this agreement is deemed to be ambiguous or vague, the parties agree that the rule that 'ambiguities shall be construed against the drafter,' or similar rules of construction, shall not apply because this Agreement is a result of mutual negotiation and drafting.

Effective Date: Oct. 13, 1998

CITY OF GRAND JUNCTION

Janet L. Terry
Janet L. Terry, Mayor

Effective Date: Oct. 13, 1998

MESA COUNTY

James R. Baughman
by its Board of Commissioners

Exhibit 1 "Persigo Definitions"

Definitions

For this Agreement, the parties agree to the following definitions and meanings.

1. **Annexable Development:** includes non-residential development, as defined herein, and residential development, as defined herein.
2. **City Council, City or Council:** the City Council of the City of Grand Junction, the City Manager of the City of Grand Junction, or the City of Grand Junction as an entity, as the context may require.
3. **Commercial or non-residential development:** all development which is described in paragraph 16, *infra*.
4. **County, Commissioners, Board or BoCC:** Mesa County, a political subdivision of the state of Colorado, acting through its Board of Commissioners.
5. **Development:** construction, improvement, or placement of a use on a parcel or lot or other property. For this agreement, changes in intensity of use, reconstruction of a building after demolition, rezonings and the other activities or thresholds as defined in the body of this Agreement, are included within the definition of "development." It is intended that in cases which are not clear, an activity or property be included within the term "development," rather than excluded.

Below is a list of those activities, approvals and review processes which will subject the applicant to being annexed by the City prior to any land use review by the County.

The following are examples of Annexable Development, as defined in this Agreement. This list is intended to be illustrative only and not an all-inclusive list of development types that would trigger land use review and approval or annexation by the City.

Residential Annexable Development

In general, Residential Annexable Development includes any proposed development that would require a public hearing under the Mesa County Land Development Code as it was on April 1, 1998. Such development includes, but is not limited to, any residential development that:

- Is generally defined as single family dwellings (detached and attached), duplexes, triplexes, quadplexes, townhomes, multi-family buildings, apartments, condominiums, rooming houses, boarding houses, group homes, nursing homes, retirement homes, adult congregate living facilities, hospices, or similar residential

- development. The term does not include commercial facilities such as hotels, motels, hospitals, penal/correctional facilities, or similar commercial or institutional facilities
- Requires a change to the Future Land Use Map of the Master Plan, or a change to the text, exhibits, goals or policies of the Master Plan, if requested by or on behalf of a property owner/developer
 - Requires a change in zoning applicable to a property or a change in the text of the Mesa County Land Development Code as it existed as of April 1, 1998
 - Requires a rezoning to planned development or Planned Unit Development (PUD)
 - Requires Official Development Plan (ODP) approval for a planned development or PUD
 - Requires Preliminary Plan approval for a planned development or PUD, regardless of any previous approval of an ODP
 - Requires approval of a major amendment to an approved planned development or PUD. A major amendment includes:
 - o A change in density, number of lots or number of dwelling units
 - o A change in a permitted use(s)
 - o A change in dwelling unit type (e.g., detached, attached, townhome, zero lot line, etc.)
 - Requires approval of Conditional Use (except a home occupation)
 - Requires approval of a Special Use (except a home occupation)
 - Results in the subdivision of land (including judicial and partition action, but not foreclosure) whereby more than one additional lot or parcel is created
 - Requires approval of a subdivision plat or replat resulting in the creation of more than one additional lot or parcel

Non-Residential Annexable Development

In general, Non-Residential Annexable Development includes any proposed development that would require a public hearing under the Mesa County Land Development Code in effect on April 1, 1998, and any new or significantly non-residential principal structure(s). Such development includes, but is not limited to, any non-residential development that:

- Is generally defined as commercial, industrial, institutional, public (other than some property owned by Mesa County; *see infra*) or any combination thereof, or any one of the foregoing in combination with a residential use
- Requires a change on the Future Land Use Map adopted as part of the Master Plan , or a change to the text, exhibits, goals or policies of said plan, as may be requested by or on behalf of a private property owner
- Requires a change in zoning or a change in the text of the Mesa County Land Development Code
- Requires a rezoning to planned development or Planned Unit Development (PUD)
- Requires Official Development Plan (ODP) approval for a planned development or PUD
- Requires Preliminary Plan approval for a planned development or PUD, regardless of any previous approval of an ODP

- Requires approval of a major amendment to an approved planned development or PUD, such as:
 - o A change in intensity, lot coverage or floor area ratio
 - o A change in a permitted use
 - o A change in the location of a principal structure
- Requires approval of Conditional Use (except a home occupation)
- Requires approval of a Special Use (except a home occupation)
- Results in the subdivision of land (including judicial and partition actions) whereby one or more additional lots or parcels are created
- Requires approval of a subdivision plat or replat resulting in the creation of one or more additional lot(s) or parcel(s)
- Results in the construction of any new principal structure
- Results in any existing principal structure of less than 10,000 square feet of gross floor area being enlarged to 10,000 square feet or greater of gross floor area
- Results in an addition of 10,000 square feet or larger of gross floor area to any existing principal structure of 10,000 square feet or greater of gross floor area

6. Existing arrangement: that state of affairs and status, with all attendant powers, defenses, liabilities and duties, which existed the instant before the Lawsuit was dismissed.

7. Gross Floor Area: the sum of the areas, expressed in square feet, at each floor level of a structure including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, offices, *etc.*, included within the principal outside faces of exterior walls. Included are all stories or areas that have floor surfaces with clear standing headroom (six feet six inches (6'6") minimum) regardless of their uses. The gross area of any parking garage within a building shall not be included within the Gross Floor Area.

8. Jointly agreed upon infrastructure standards: those standards to be agreed upon by the City and County within one year of the signing hereof which include all necessary technical construction specifications of roads, drainage, water, sewer and other public or private utilities necessary to serve a non-residential or residential development.

9. Jointly: a joint decision of the City and County. While the City and the County may be required to act separately, according to applicable law, no such action shall be effective until both bodies have adopted identical actions, terms and provisions.

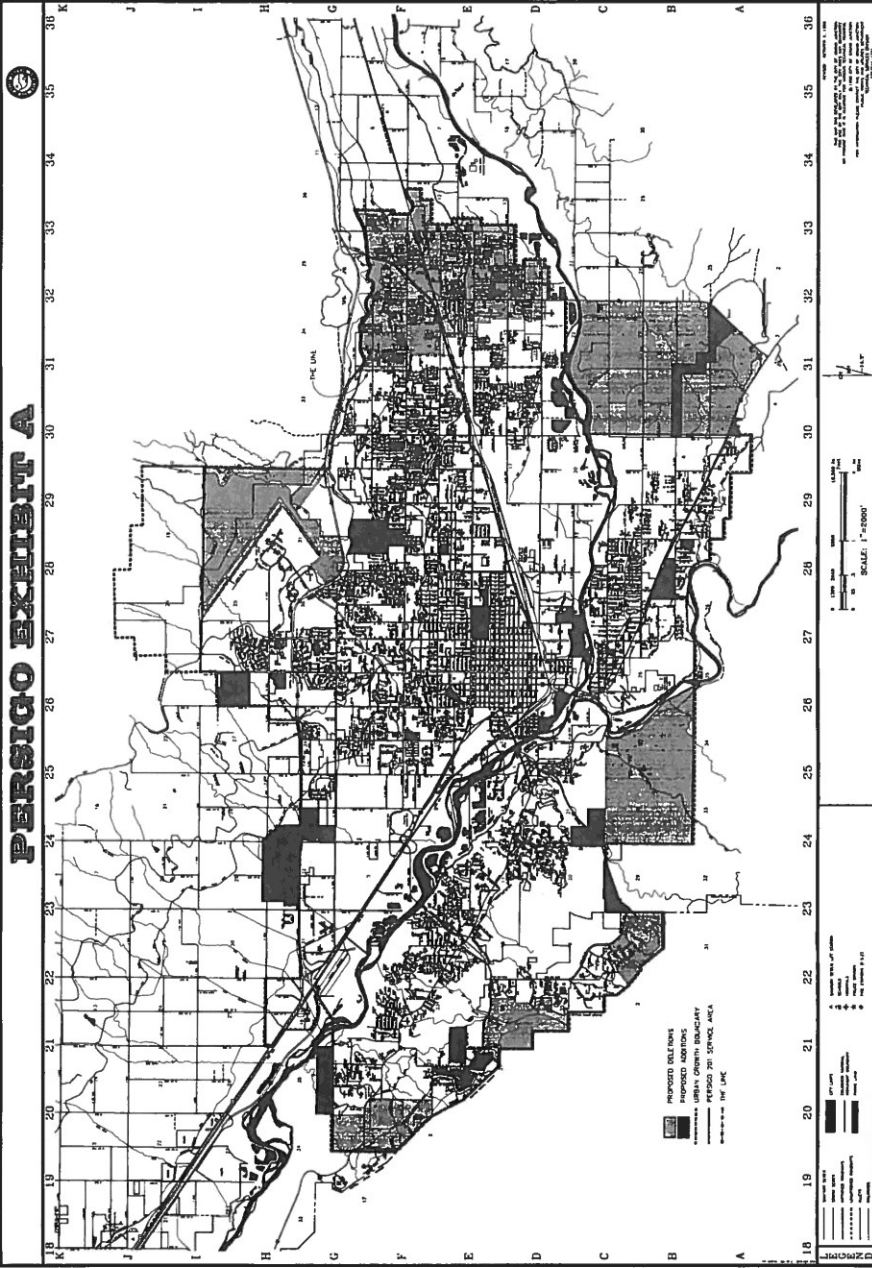
10. Joint Urban Area Plan ("JUP"): means that portion of the Mesa County Countywide Land Use Plan as shown in color on the City's Future Land Use Map (adopted October 2, 1996), along with the corresponding text, goals and policies. Note that the colored portion is larger than the Urban Growth Boundary.

11. Lawsuit: Mesa County v. City of Grand Junction, 94 CV 233, Mesa County District Court.

12. Lot: a parcel of land as measured and established by a plat recorded with the Mesa County Clerk and Recorder.
13. Master Plan: also known as Comprehensive Plan, Growth Plan; for the purposes of this Agreement, it is Chapter 5 of the Mesa Countywide Land Use Plan (October, 1996), also known as the Joint Urban Area Plan.
14. Non-residential development or commercial: all development which is described in paragraph 16, *infra*.
15. Official Development Plan: As defined by Mesa County Land Development Code, in effect as of April 1, 1998.
16. Parcel: an area of land defined by a legal description and recorded with the County Clerk and Recorder.
17. Persigo Wastewater Treatment System: see Sewer.
18. Policy: see paragraph 3, *infra*.
19. Principal Structure or Use: the main or primary purpose for a structure or use on a property; Included are accessory structures which are attached to and architecturally integrated with the principal structure.
20. Property: includes the terms "lot" and "parcel," as defined herein. Adjacent or contiguous tax parcels, according to the Mesa County Assessor, which are in identical ownership, shall be treated as one property, parcel or lot, for the purposes of this Agreement. The term is intended to be inclusive and to refer to all lands, grounds, and areas.
21. Public approval: for any proposed use development or change to either, an approval which requires or involves a public hearing process, based on the provisions of the County's Code and the administrative practices in effect in Mesa County on April 1, 1998 (unless consented to in writing by the City if the provisions or practices changes). Thus, if a subdivision of property requires a public hearing of some sort, the subdivision cannot occur without "public approval." If construction can occur without a public hearing or public notice of a meeting, for example only staff review of a set of plans must occur before the activity is authorized, no public approval is required for the development. It includes any, according to the County's adopted Code as of April 1, 1998, any development, subdivision, platting, planned or planned unit development (including all phases, steps, and filings), conditional or other use permit, land use review, change of use, change of intensity of use or other permitting process, permit or approval applicable to land or structure thereon which requires a public hearing.

22. Residential Development: includes single family dwellings, multi-family homes, apartments, townhomes and condominiums, and other dwelling places, along with appurtenant structures, such as a club house which serves only the residents of a particular subdivision, and which requires a public approval.
23. Septic system: all forms of State of Colorado and Mesa County Health Department approved individual sewage disposal systems, as defined in state law and state implementing regulations.
24. Septic system failure: as defined by County Health Department or, in lieu of any definition by the County Health Department, by the State of Colorado's statutes or implementing regulations.
25. Structure: has the same meaning as is provided for in the most current version of the Uniform Building Code, as published by the ICBO, or a successor entity or uniform code, as adopted from time-to-time by the City.
26. System: the plant, and all lines, interceptors, and pipes, valves, pumps and other facilities and appurtenant devices, including the real property rights, necessary or used for the collection and transportation of sewage and waste liquids to, and the operation and maintenance of, the Persigo Wastewater Treatment Plant. "System" includes all pipes and devices however large or small, including what has been termed "backbone," collection, trunks, *et cetera*, and all necessary personal property needed to operate the System. See, Sewer Regulations, as adopted by the City.
27. 201 Service Area or 201 or Persigo 201: as shown on the attached map, "Persigo Exhibit A," within which area it is intended that all properties shall be connected to, and served by the System, to the exclusion of septic or other individual sewage disposal systems.
28. Urban or Urbanizing: Within the JUP, any development or use other than residential single family dwelling(s) on lots, parcels or tracts which are smaller than two acres in size, net.
29. Urban Growth Boundary or Area: as shown on "Persigo Exhibit A" ("UGA").
30. Use: the purpose for which land or the building is designed, arranged, or intended, or for which is or may be occupied or maintained; also includes any activity, occupation, business or operation which is carried on, in, on a structure or on a tract or parcel of land.

PERSIGO EXHIBIT A



Septic System Elimination Program Update

Summary:

To date the Septic System Elimination Program has held initial meetings for 28 separate districts. We have completed design, received bids, and constructed 23 districts. Only five have failed to move forward to construction. Total allocated to the program to date is \$10,994,912 to construct 22.73 miles of sewer lines benefiting 1,175 properties.



Skyway Sewer ID

Background:

On May 3, 2000, the Grand Junction City Council and the Mesa County Board of County Commissioners determined it was in the best interests of the community and the sewer system to establish a program to provide incentives to property owners to join together and create improvement districts to eliminate these septic systems and to write down the cost per lot for sewer infrastructure. The program is called the **Septic System Elimination Program**. The program utilizes the creation of improvement districts to assist homeowners in financing improvements.

Past Success.

Since its inception, the program has funded \$9,818,942 worth of improvements in 23 separate districts benefiting 1175 properties. Funding has been through the Persigo sewer system's existing fund balance and a \$4,518,946 loan through the Colorado Water Resources and Power Development Authority.

Description	# of lots benefitted	Length of		Year	Cost
			main constucted		
27 Rd / Marsh Lane	7		1,300	2000	\$ 83,188
Northfield Estates #2	50		7,315	2001	\$ 401,477
Columbine	67		6,378	2001	\$ 492,428
Appleton #2	34		3,542	2001	\$ 349,867
Manzana	8.88		498	2001	\$ 49,037
Monument Meadows	13		973	2001	\$ 60,818
Country Club Park #2	65		7,400	2001	\$ 577,742
West Scenic	14		1,303	2002	\$ 91,298
Redlands Village South	118		9,822	2002	\$ 742,186
Redlands Village NW	172		15,030	2003	\$ 1,147,531
Redlands Village NE	39		3,200	2003	\$ 288,896
Skyway	219		28,092	2003	\$ 2,151,364
North Terrace	14		1,261	2003	\$ 79,407
26.5 Road	9		1,192	2003	\$ 95,349
Music Lane	21		2,583	2004	\$ 161,317
Mesa Grande/Sayre Dr	63		5,702	2005	\$ 462,492
26 Rd & F 1/2 Rd	11		1,095	2005	\$ 125,530
Reed Mesa	146		13,215	2005	\$ 1,189,520
Appleton #3	4		540	2005	\$ 39,519
Pallace Verdes	26		1,633	2006	\$ 209,911
Bluffs	22		1,968	2006	\$ 318,872
23 Rd South of Broadway	28		3,507	2008	\$ 378,641
Galley Lane	17		1,600	2008	\$ 234,430
Easter Hill #1	7		882	2010	\$ 88,122
Totals	1175		120,031		\$ 9,818,942

Future Success?

We have successfully addressed all the known trouble areas in the North area and Redlands. The remaining properties that were identified with the original study are located on larger lots with better soils which have fewer septic system failures. Staff takes every opportunity to introduce the program to property owners who may be seeing problems with their septic systems.

Attached Map. The attached map color codes and identifies the various districts. Red indicates a completed district, blue indicates a district yet to be completed.

Project Benefits:

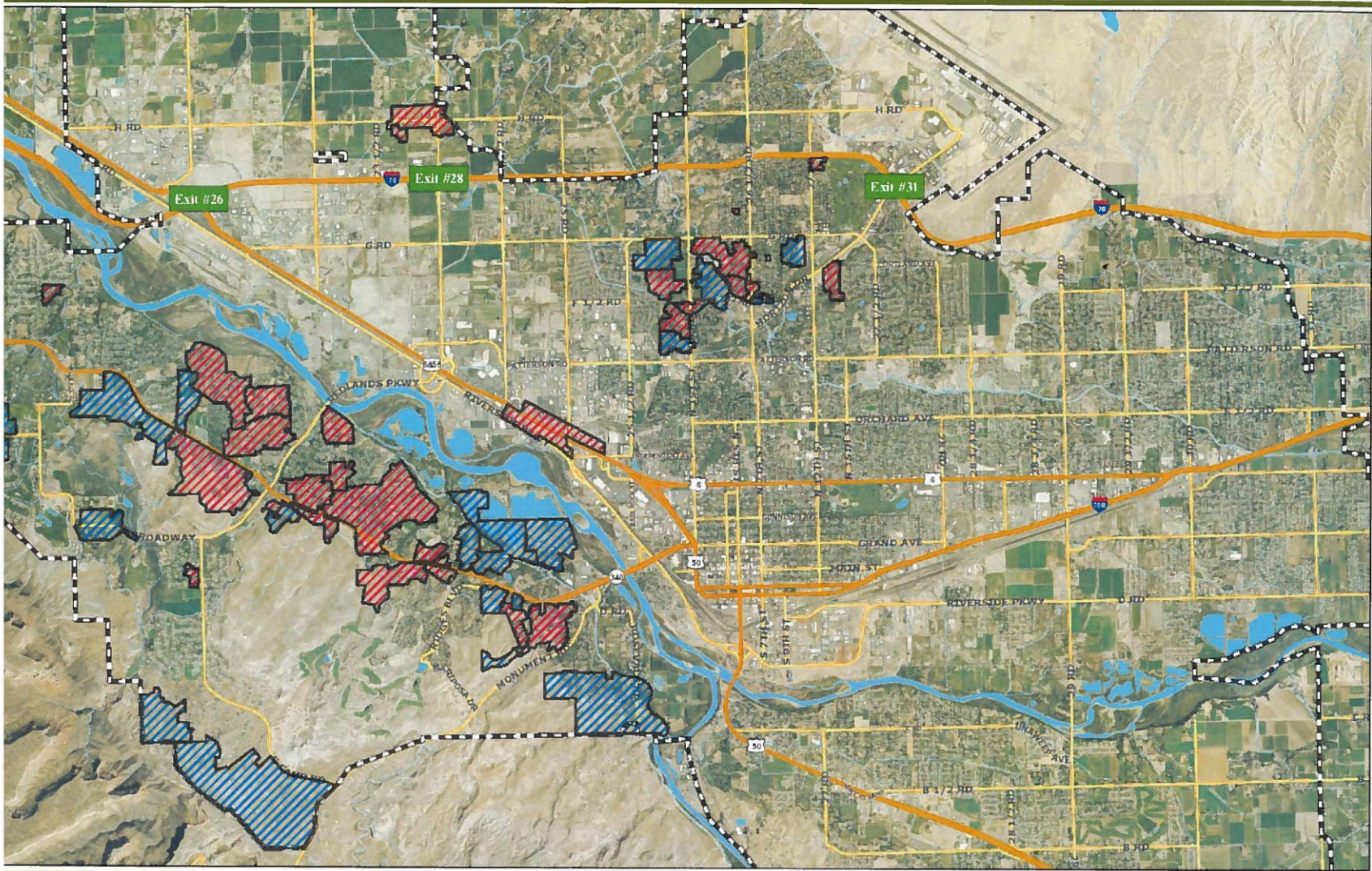
The project **improves water quality** by eliminating septic systems from disposing household sewage into the soils surrounding beneficiaries homes and eventually into the groundwater and ultimately into the Colorado River. By removing those contaminating flows from the local groundwaters and treating them at the wastewater treatment plant, the pollution carrying capacity of the river, as calculated using total maximum daily loads (TMDLs), should increase.

The project also helps **improve public health** by eliminating the opportunity for continuation of septic system leach field failures. Leach field failures generally either surface on the ground surrounding the house or else backing up into the house and spilling sewage within the home, thus causing risks to the health of not only the occupants of the home but also neighbors.



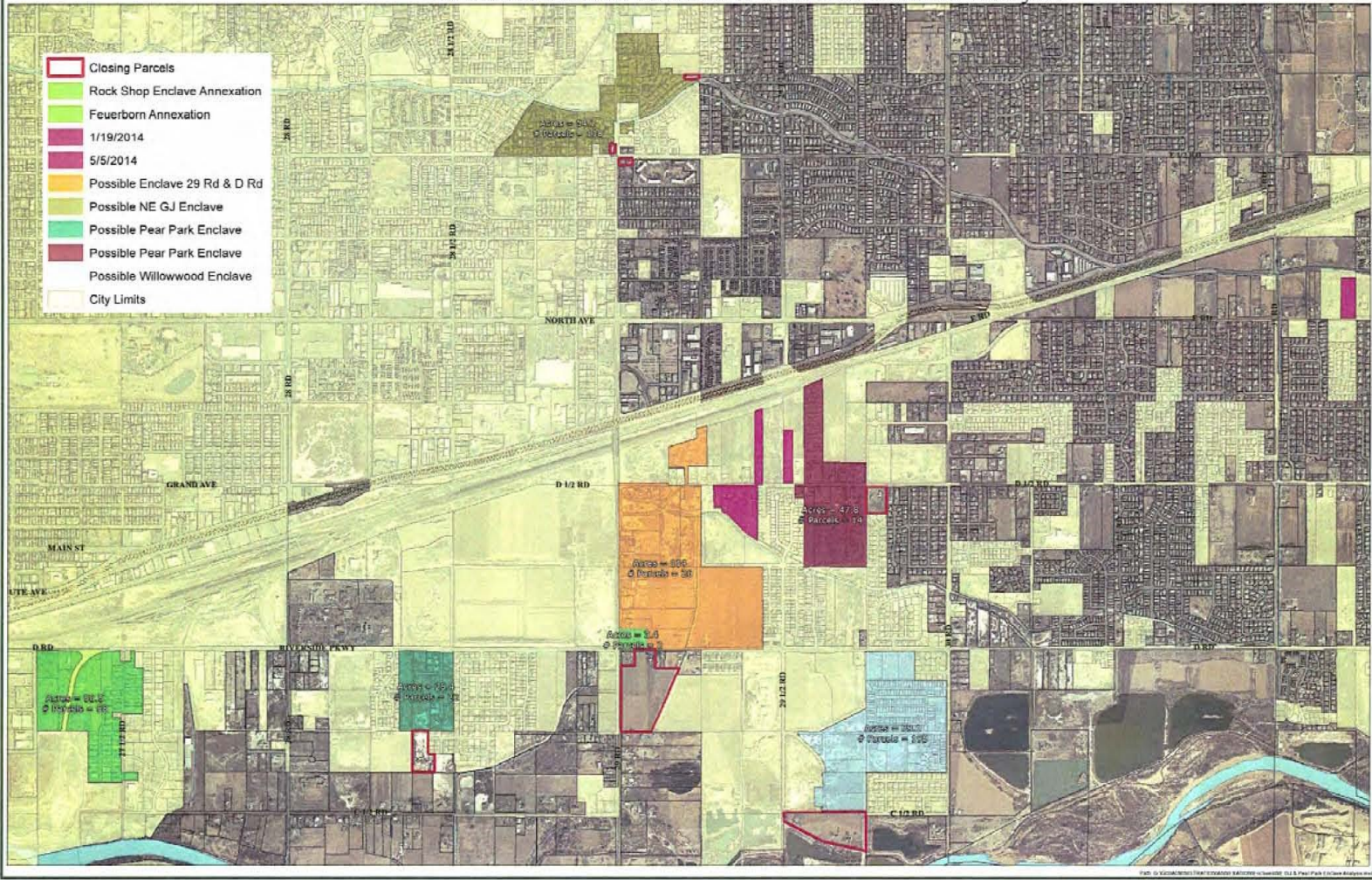
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Septic System Elimination Program

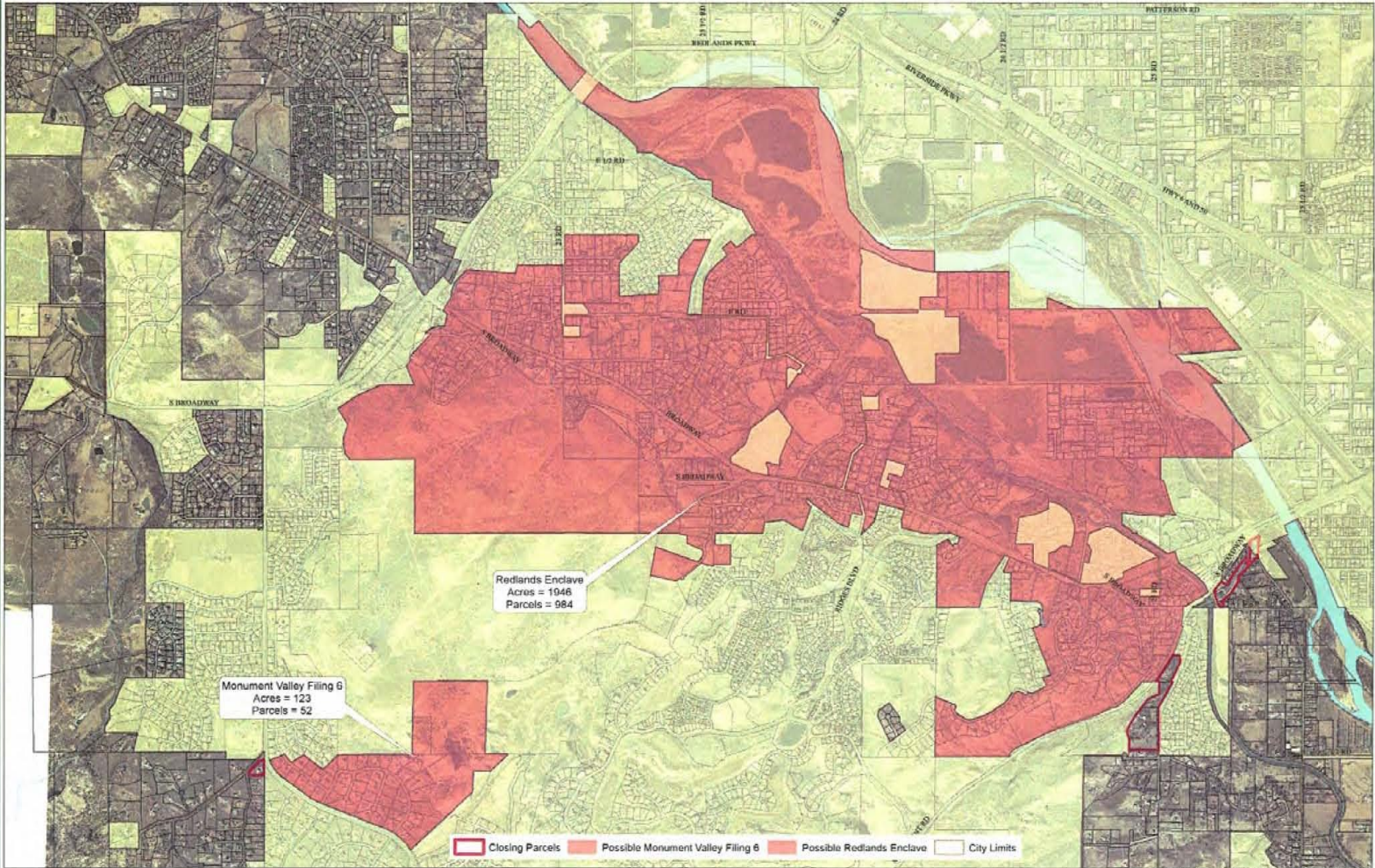


Date: 1/8/2015

North East Grand Junction & Pear Park Enclave Analysis



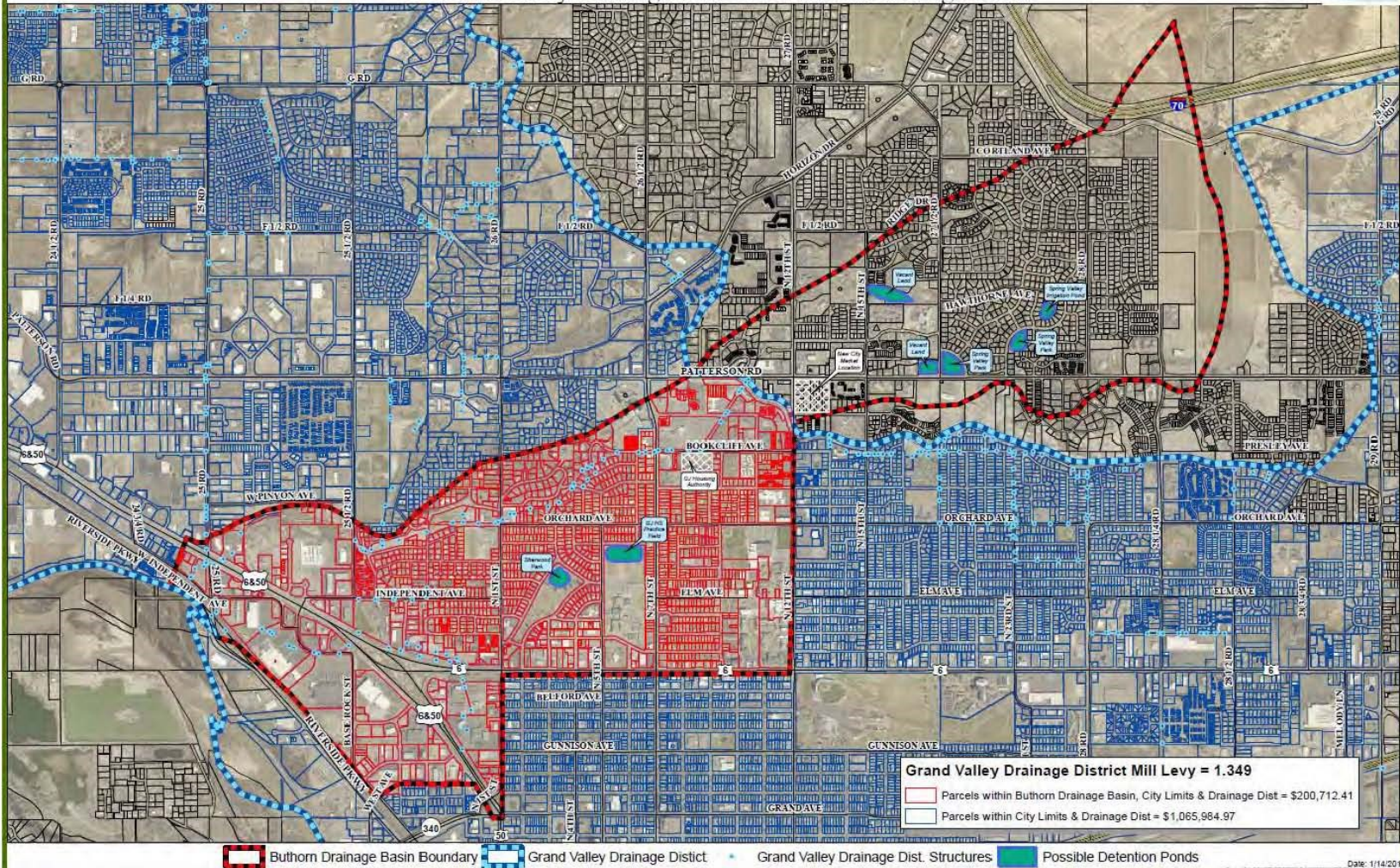
Redlands Enclave Analysis



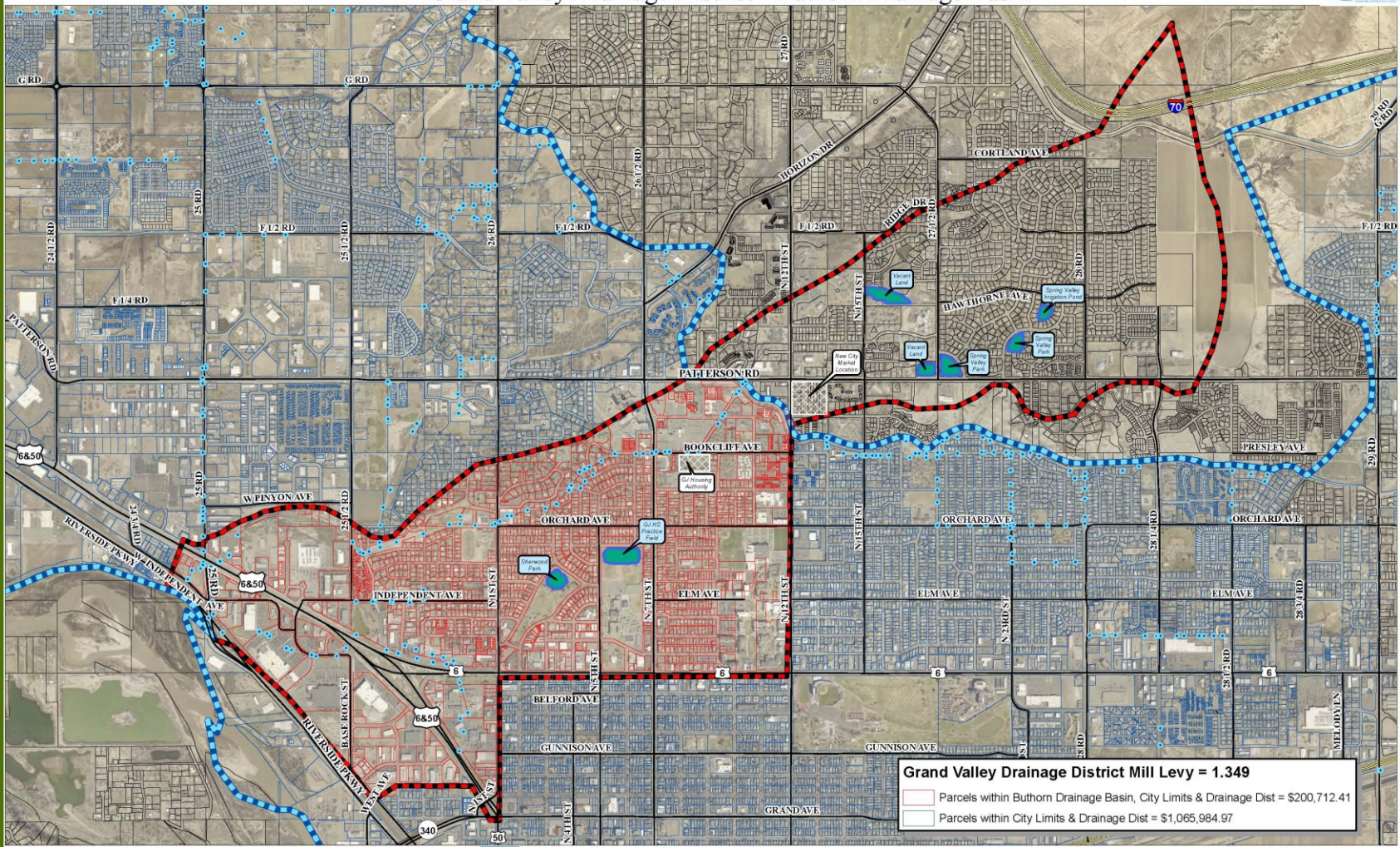
Buthorn Drainage

- o June Discussions
- o Grand Valley Drainage District/City Summit Meetings
 - o Intergovernmental Agreement/Memorandum of Understanding
 - o December 15th, 2014 Workshop
 - o Short & Long Term Stormwater Solutions
 - o Buthorn Drain
 - o Letter and Map

Grand Valley Drainage District - Buthorn Drainage Basin



Grand Valley Drainage District - Buthorn Drainage Basin



Grand Valley Drainage District Mill Levy = 1.349

Parcels within Buthorn Drainage Basin, City Limits & Drainage Dist = \$200,712.41
 Parcels within City Limits & Drainage Dist = \$1,065,984.97

- Buthorn Drainage Basin Boundary
- Grand Valley Drainage District
- Grand Valley Drainage Dist. Structures
- Possible Detention Ponds



January 8, 2015

Dan Wilson
c/o Grand Valley Drainage District
P.O. Box 969
Grand Junction CO, 81505

Re: Buthorn Drain

Dear Dan,

Given that our recent efforts at forming an interim agreement concerning discharge to the Buthorn Drain have stalled, I am writing today with the hope of reversing that result. While I must begin with the disclaimer that I have no authority from the Council to make these thoughts in the form of an offer, I am writing with the support of Rich, Tim and Greg. The idea that we have is relatively simple but on an interim (and possibly longer) basis may be what is needed to press on toward the goal of creating a 2050 solution.

A purpose of the Grand Valley Drainage District ("District") is *to construct, operate and maintain systems of drains and drainage works sufficient to reclaim and protect all lands and property within the district from ... storm waters*. Because the purpose of the District is clearly articulated and the District receives revenue from city properties, the City reasonably expects the District to plan for and invest in upgrades to the system that will serve, benefit and protect those properties. Thus far no such plan and/or budget have been adopted or otherwise implemented for the Buthorn.

As you know from our conversations the City has previously accepted Drains D, E and 1-1 following upgrades to those drains. While there are differences between those drains and the Buthorn and notwithstanding the complicated history of the District, the Bureau of Reclamation and the growth and development of the community, we would propose to recommend to Council that they do the something similar with the Buthorn as was done with D, E and 1-1 on the following conditions:

- 1) the District (and as necessary the District's Storm Water Utility – collectively here after "District" or "the District") adopt a 10 year capital plan which will annually obligate sums (no less than a total of \$4,584,780 of the \$9,169,560 estimated cost) to upgrade the Buthorn drain; and,
- 2) the District agrees contractually to fund the capital expenditure over a period of 10 years (in compliance with TABOR if it is deemed applicable) by:

- a) allocating all of the revenue collected by the application of the District's mill levy (as the same increases from year to year) to the property within the Buthorn drainage basin and
 - b) by imposing a development fee with the revenue from the fee being first budgeted and appropriated to defer the expenses of upgrading the Buthorn Drain/the Buthorn drainage basin ("Drain") and thereafter the fees being budgeted and appropriated to defer the expenses of upgrading other drains within the common area of the City and the District as those now exist or may be changed from time to time; and,
- 3) the District will annually certify in writing that it and its employees and agents have no knowledge or are aware of any data or information showing that the Drain contains any materials or substances in quantities regulated or prohibited by an federal or State of Colorado law, including but not limited to, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSA) or oils, gasoline or other hydrocarbons and/or petrochemicals.

In exchange the City will agree to annually accept liability for and relating to any and all loss or damage of every description or kind whatsoever from the City's construction, operation and maintenance of the Drain D and as approved by the Council commit resources to upgrading the Buthorn and other drains within the common area of the City and the District as those now exist or may be changed from time to time, all subject to the annual payments and certification.

Subject to full and faithful compliance with the terms of a final agreement between the City and District, approved by the City Council and the District Board, the City will annually assume the liability for the operation and maintenance of the Drain except for damages caused by acts of negligence committed by the District or by its employees, agents or contractors. So long as the District meets its obligations to assist with the on-going cost of the capital plan and otherwise does whatever else is reasonably necessary or required for the City to create an insurable interest in the Drain (both for CGL and GIA purposes), City will operate and maintain the Buthorn as it deems proper in its sole judgment.

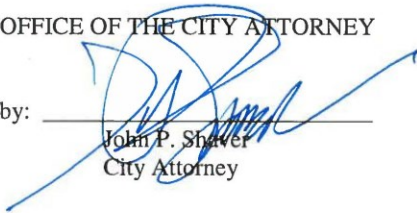
Upon the completion of the capital improvement plan or sooner and/or if the 2050 solution causes the creation of a mutually acceptable entity, the District will convey any and all interest in the Drain to that entity and the City will be relieved of all obligations except as it may assume going forward.



Should you have questions or wish to discuss these ideas further, please let me know.

OFFICE OF THE CITY ATTORNEY

by: _____


John P. Shaver
City Attorney

pc: Rich Englehart, City Manager
Tim Moore, Deputy City Manager
Greg Lanning, Director of Public Works and Utilities