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

MONDAY, DECEMBER 14, 2009, 7:00 P.M.

Call to Order

Pledge of Allegiance
Invocation – Moment of Silence

Proclamations

Proclaiming December 15, 2009 as “Bill of Rights Day” in the City of Grand Junction

Proclaiming December 18, 2009 as “International Day of the Migrant” in the City of Grand Junction

Appointments

Downtown Development Authority/Downtown Grand Junction Business Improvement District

Certificates of Appointments

Planning Commission/Zoning Board of Appeals

Council Comments

Citizen Comments

*** Indicates New Item

® Requires Roll Call Vote

***** CONSENT CALENDAR ***®**

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

Action: Approve the Minutes of the November 30, 2009 Regular Meeting and the Minutes of the November 30, 2009 and December 2, 2009 Special Sessions

2. **Setting a Hearing Zoning the LaHue Annexation, Located at 514 Morning Glory Lane** [File #ANX-2009-214] [Attach 2](#)

A request to zone the 0.32 acre LaHue Annexation, located at 514 Morning Glory Lane to R-8 (Residential 8 du/ac).

Proposed Ordinance Zoning the LaHue Annexation to R-8 (Residential 8 DU/Acre), Located at 514 Morning Glory Lane

Action: Introduction of a Proposed Ordinance and Set a Hearing for January 6, 2010

Staff presentation: Judith Rice, Associate Planner

3. **Setting a Hearing for the James Annexation, Located at 514 30 Road** [File #ANX-2009-241] [Attach 3](#)

A request to annex 1.29 acres, located at 514 30 Road. The James Annexation consists of one parcel.

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

Resolution No. 95-09—A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, James Annexation, Located at 514 30 Road

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, James Annexation, Approximately 1.29 Acres, Located at 514 30 Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for February 1, 2010

Staff presentation: Brian Rusche, Senior Planner

4. **Amended Property Tax Resolution for the Ridges Metropolitan District for Levy Year 2009** [Attach 4](#)

The original resolution that set the mill levies of the Ridges Metropolitan District needs to be re-authorized due to the Amended Certification of Values received from the County on December 1, 2009. The Ridges levy is assessed for the debt service only.

Resolution No. 96-09—A Resolution Ratifying the Levying of Taxes by Resolution No. 94-09 for the Year 2009 in the Ridges Metropolitan District

®Action: Adopt Resolution No. 96-09

Staff presentation: Jodi Romero, Financial Operations Manager

5. **2010 Mesa County Animal Control Services Agreement** [Attach 5](#)

The City of Grand Junction has an ongoing, annually renewable agreement with Mesa County for animal control services within the City limits. The City pays the County a percentage of the Mesa County Animal Services' budget based upon the City's percentage of total calls for service.

Action: Approve and Authorize the Mayor to Sign the 2010 Agreement between Mesa County and the City of Grand Junction Pertaining to Animal Services

Staff presentation: Rich Englehart, Deputy City Manager

6. **Website Services Contract Renewal for the Visitor and Convention Bureau** [Attach 6](#)

This is the fifth and final year of the contract originally approved by Council on September 21, 2005 that resulted from the RFQ/RFP issued in 2005. The contract for website services is renewed annually in conjunction with adoption of the City's annual budget and the VCB's Marketing Plan for the upcoming year. VCB staff is requesting approval by Council of the 2010 Contract with Miles Media Group for website services.

Action: Authorize the City Manager to Execute a Contract with Miles Media Group in the Amount of \$150,000 for Advertising Services for the Period January 1, 2010 – December 31, 2010

Staff presentation: Barbara Bowman, Division Manager, Visitor and Convention Bureau

7. **Advertising Services Contract Renewal for the Visitor and Convention Bureau** [Attach 7](#)

This is the fifth and final year of the contract originally approved by Council on September 21, 2005 that resulted from the RFQ/RFP issued in 2005. The contract for advertising services is renewed annually in conjunction with adoption of the City's annual budget and the VCB's Marketing Plan for the upcoming year. VCB staff is requesting approval by Council of the 2010 Contract with Hill Marketing for advertising services.

Action: Authorize the City Manager to Execute a Contract with Hill Marketing in the Amount of \$415,000 for Advertising Services for the Period January 1, 2010 – December 31, 2010

Staff presentation: Barbara Bowman, Division Manager, Visitor and Convention Bureau

8. **521 Drainage Authority Revised IGA** [Attach 8](#)

A revised Intergovernmental Agreement (IGA) to allow the Authority to take over Grand Junction's Colorado Discharge Permit System (CDPS) Stormwater Discharge Permit and to provide greater enforcement capability on construction sites.

Action: Authorize the Mayor to Sign the Revised IGA on Behalf of the City of Grand Junction

Staff presentation: Laurie Kadrich, City Manager
Eric Mende, 521 Drainage Authority Manager

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

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

9. **Public Hearing - Matthews Enclave Annexation and Zoning, Located along the Colorado River West of 25 Road and South of the Riverside Parkway**
[File #ANX-2009-209] [Attach 9](#)

A request to annex 10.53 acres of enclaved property, including 0.83 acres of public right-of-way located along the Colorado River west of 25 Road and south of the Riverside Parkway. The Matthews Enclave consists of one privately-owned parcel and portions of two publicly-owned parcels, which are requested to be zoned CSR (Community Services and Recreation) zone district.

Under the 1998 Persigo Agreement with Mesa County the City is to annex all enclave areas within five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. The Matthews Enclave has been enclaved since January 16, 2005.

a. Annexation Ordinance

Ordinance No. 4398—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Matthews Enclave Annexation, Located along the Colorado River West of 25 Road and South of the Riverside Parkway, Consisting of Approximately 10.53 Acres

b. Zoning Ordinance

Ordinance No. 4399—An Ordinance Zoning the Matthews Enclave Annexation to CSR (Community Services and Recreation), Located along the Colorado River West of 25 Road and South of the Riverside Parkway

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4398 and 4399

Staff presentation: Brian Rusche, Senior Planner

10. **Persigo Energy Performance Contract Project Proposal** [Attach 10](#)

Staff will present the facility improvement measures recommended by the technical energy audit completed for Persigo Wastewater facility and the proposed Performance Contract with Johnson Controls, Inc. (JCI) to implement the measures.

Action: Authorize the City Purchasing Division to Enter into a Contract with Johnson Controls, Inc. (JCI) in the Amount of \$505,296 for the Completion of the Persigo Wastewater Facility Energy Performance Contract

Staff presentation: Greg Trainor, Utilities, Streets and Facilities Director
Terry Franklin, Deputy Dir. Utilities Streets and Facilities

11. **800 MHz Radio Purchase with Motorola (Sole Source)** [Attach 11](#)

The Grand Junction Regional Communications Center (GJRCC) has completed upgrading the existing radio towers to 800MHz. This action will allow public safety system users on the valley floor to use the State of Colorado Digital Trunked Radio System. Funds in the amount of \$1,083,152 have been awarded through grants, seized funds and budgeted funds, for the purchase of portable and mobile radios. Because only partial funding was available, the GJRCC staff and the Grand Junction Emergency Telephone Service Authority Board (ETSAB) have developed a transition plan that will convert the following agencies, in part, to 800 MHz; Grand Junction Police and Fire, Mesa County Sheriff, Fruita Police, Collbran Marshal, DeBeque Marshal, Palisade Police, and the GJRCC.

Action: Authorize the City Purchasing Division to Enter into a Contract/Purchase Order with Motorola to Purchase 800MHz Radios in an Amount not to Exceed \$1,083,152

Staff presentation: Troy Smith, Deputy Chief of Police

12. **Transportation Impact Fee Review** [Attach 12](#)

In December 2007 the City Council delayed the increase in Transportation Capacity Payments (TCP) for commercial and industrial development. The TCP is the City's transportation impact fee. With this action the City Council is to consider whether to further delay increasing the commercial and industrial fees.

Action: City Council will Discuss the 2007 Action and Whether to Further Delay an Increase to Transportation Capacity Payments for Commercial and Industrial Development

Staff presentation: Laurie Kadrach, City Manager

13. **Non-Scheduled Citizens & Visitors**
14. **Other Business**
15. **Adjournment**

Attach 1
Minutes

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING

November 30, 2009

The City Council of the City of Grand Junction convened into regular session on the 30th day of November 2009 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Tom Kenyon, Gregg Palmer, Bill Pitts, Linda Romer Todd and Council President Bruce Hill. Also present were City Manager Laurie Kadrach, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Hill called the meeting to order. Councilmember Palmer led in the Pledge of Allegiance followed by a moment of silence.

Appointments

Councilmember Kenyon moved to re-appoint Ebe Eslami and Reginald Wall and appoint Richard Schoenradt and Rob Burnett to four year terms all to expire October, 2013 to the Planning Commission and appoint Lyn Benoit as 1st alternate to the Planning Commission and Gregory Williams as 2nd alternate to the Planning Commission and both to the Zoning Board of Appeals to expire October 2013. Councilmember Palmer seconded the motion. Motion carried by roll call vote.

Certificate of Appointment

John Stevens was present to receive his certificate of appointment to the Grand Junction Regional Airport Authority.

Presentations/Recognitions

Citizen Budget Advisory Committee Members

John Borgen and Jeff Phillips were recognized for their work with City Staff on the development of the 2010 Budget by Councilmember Beckstein.

Mr. Borgen said he learned a lot about City government, his previous experience in the corporate world was not nearly as vigorous. He complimented the City Staff.

Mr. Phillips was impressed with the openness of the process.

The two were presented with Certificates of Appreciation.

Council Comments

Council President Hill recognized Boy Scout Troop #333 in attendance.

Citizen Comments

There were none.

CONSENT CALENDAR

Councilmember Pitts read the Consent Calendar and then moved to approve items #1 through #4. Councilmember Todd seconded the motion. Motion carried by roll call vote with Councilmember Kenyon voting NO.

1. Minutes of Previous Meetings

Action: Approve the Minutes of the November 16, 2009 and the November 18, 2009 Regular Meetings

2. Setting a Hearing to Create Alley Improvement District 2010

A successful petition has been submitted requesting a Local Improvement District be created to reconstruct the following alley:

- East/West Alley from 11th to 12th, between Belford Avenue and North Avenue

Resolution No. 90-09—A Resolution Declaring the Intention of the City Council of the City of Grand Junction, Colorado, to Create within said City Alley Improvement District No. ST-10 and Authorizing the City Engineer to Prepare Details and Specifications for the Same

Action: Adopt Resolution No. 90-09 and Set a Public Hearing for January 4, 2010

3. Setting a Hearing on Zoning the Matthews Enclave Annexation, Located along the Colorado River West of 25 Road and South of the Riverside Parkway [File #ANX-2009-209]

A request to zone the 10.53 acre Matthews Enclave Annexation, consisting of one privately-owned parcel and portions of two publicly-owned parcels, less 0.83 acres of public right-of-way, to a CSR (Community Services and Recreation) zone district.

Proposed Ordinance Zoning the Matthews Enclave Annexation to CSR (Community Services and Recreation), Located along the Colorado River West of 25 Road and South of the Riverside Parkway

Action: Introduction of a Proposed Ordinance and Set a Hearing for December 14, 2009

4. **2010 Rates and Fees**

Propose rate/fee increases of 4% for a 2010 annual pass for Lincoln Park and Tiara Rado Golf Courses, 10.7% in the Persigo plant investment fee, and 2.5% net increase in ambulance transport fee as presented and discussed during City Council budget workshops.

Resolution No. 91-09—A Resolution Adopting Fees and Charges for Annual Golf Passes at Tiara Rado and Lincoln Park Golf Courses, Plant Investment Fees for the Persigo Wastewater Treatment Plant and Ambulance Transport

Action: Adopt Resolution No. 91-09

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Construction Contract for the 7th Street (26 ½; F ½) Bridge Replacement Project

This Project entails replacing a 52 year old bridge over the Grand Valley Irrigation Company's Highline Canal with a new precast concrete structure. This bridge has been identified by the State of Colorado as "structurally deficient" with an overall structural rating of 37.8%. This low structural rating requires the bridge have posted weight limits restricting heavy trucks on this section of 7th Street. The bridge replacement project is scheduled to begin on January 11, 2010 with a final completion date of April 16, 2010 and is being 80% funded by a Federal Highway Administration Grant.

Tim Moore, Public Works and Planning Director, presented this item. He described the bridge proposed to be replaced, the financing for the project, and the timing to be around water in the irrigation canal. There were three bridges found to be deficient and this is the third and last one to be replaced.

Councilmember Palmer moved to authorize the City Manager to sign a construction contract with Mays Concrete, Inc. of Grand Junction, Colorado for the 7th Street Bridge Replacement Project in the amount of \$303,740.00. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

Public Hearing—Reman Rezone, Located at 555 West Gunnison Avenue and Two Adjacent Properties [File # RZ-2009-163]

Request to rezone 1.76 acres, from C-1(Light Commercial) to C-2 (General Commercial).

The public hearing was opened at 7:13 p.m.

Michelle Hoshide, Associate Planner, presented this item. She described the request, location, and site. The Future Land Use Map does allow for both zonings, either C-1 or C-2. She asked that the Staff Report and attachments be entered into the record.

Councilmember Palmer inquired about goal six of the draft Comprehensive Plan and noted that it encouraged the preservation of the business, such as Springworks. He didn't have an issue with the rezone but noted that this was the first instance of encouraging the promotion of businesses. Ms. Hoshide responded that this wording was included to ensure that this particular business owner would not have to move or go through the rezoning process if the business were to expand in the future.

Councilmember Todd said that this particular owner has had to move to this current location because he could not expand to meet the Code with the zoning and landscaping requirements. She thinks this new wording is very appropriate.

There were no public comments.

The public hearing was closed at 7:16 p.m.

Ordinance No. 4393—An Ordinance Rezoning Three Parcels of Land from C-1 (Light Commercials) to C-2 (General Commercial), Located at 555 West Gunnison Avenue and Two Adjacent Parcels (Reman Rezone)

Councilmember Todd moved to adopt Ordinance No. 4393 and ordered it published. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

Public Hearing—Landmark Baptist Church Rezone, Located at 1600 Ute Avenue
[File # RZ-2009-195]

Request to rezone 3.53 acres located at 1600 Ute Avenue, from C-2 (General Commercial) zone district to C-1 (Light Commercial) zone district.

The public hearing was opened at 7:17 p.m.

Judith Rice, Associate Planner, presented this item. She described the request, location, and site. The Future Land Use Map does designate the property as commercial so the zoning is allowed on the property. Ms. Rice described the uses proposed. Elementary schools are not allowed in the C-2 district, hence the request. She asked that the Staff Report and attachments be entered into the record.

Councilmember Todd inquired about the adjacent properties still being zoned C-2, and asked if there would be an issue. Ms. Rice noted that there are other C-1 zone districts to the west and residential zone districts one block to the north.

There were no public comments.

The public hearing was closed at 7:21 p.m.

Ordinance No. 4394—An Ordinance Rezoning the Property Known as the Landmark Baptist Church Rezone from C-2 (General Commercial) to C-1 (Light Commercial), Located at 1600 Ute Avenue

Councilmember Beckstein moved to adopt Ordinance No. 4394 and ordered it published. Councilmember Kenyon seconded the motion. Motion carried by roll call vote.

Public Hearing—Expanding the Boundaries for the Downtown Development Authority (DDA)

The DDA has been petitioned by Mesa County Board of County Commissioners, the Mesa County Library District and the City to include various properties into the DDA boundaries. Inclusion of these properties within the DDA Boundaries will serve to promote community stability and prosperity by improving property values, assist in the development and redevelopment of the district and provide for the continuance of economic health in the community.

The public hearing was opened at 7:22 p.m.

Heidi Hoffman Ham, Downtown Development Authority (DDA) Executive Director, presented this item. She explained that the property owners have requested that they be included into the Downtown Development Authority. The DDA board has reviewed the requests and approved all of them for inclusion.

John Shaver, City Attorney advised that the parcel numbers, the addresses, and the legal descriptions be included in the ordinance to ensure all the properties are addressed.

Councilmember Todd asked if all the properties are contiguous with the existing DDA. Ms. Ham responded affirmatively.

Councilmember Coons asked what the benefit of inclusion is. Ms. Ham said these properties are all publicly owned, so no tax revenues will be reaped, but for redevelopment sake it is beneficial if they are all within the same boundary.

Councilmember Palmer asked for further clarification on the redevelopment, i.e., the City Center Catalyst projects. Ms. Ham advised that if, during redevelopment, the properties are conveyed into private ownership, then the DDA would reap tax revenues. The Catalyst project is still very perceptual, nowhere near ready to present.

Councilmember Palmer asked if a private property owner can petition to be removed from the DDA. Ms. Ham said yes, there is a process for that request.

Councilmember Kenyon asked if the properties will receive a benefit from inclusion but yet are not going to pay into the DDA. Ms. Ham said the hope is that the properties in the Grand/Ouray area would eventually be privately owned and there would be a future benefit.

Councilmember Todd asked about the process of exemption from the DDA. Ms. Ham said there is a process, yet there are benefits and value to being part of the DDA.

Councilmember Palmer asked if any of the City-owned parcels have been reviewed by the Property Committee and would that affect anything if they were part of the DDA.

Laurie Kadrach, City Manager, said yes, the Property Committee has reviewed this and Staff was directed to get them ready for sale.

Councilmember Palmer asked if the inclusion in the DDA boundary would affect the ability to sell or change the sale price. City Manager Kadrach said she didn't think it would. City Attorney Shaver responded there would be no legal reason for it to change.

Councilmember Pitts said it is his understanding that the properties are contiguous with the DDA. Ms. Ham said they are. City Attorney Shaver said a boundary map can be provided, the maps provided include only the parcels being presented.

Council President Hill noted this does not have anything to do with inclusion in the Business Improvement District.

Councilmember Todd asked that in the future a companion map of existing boundaries be provided.

There were no public comments.

The public hearing was closed at 7:32 p.m.

Ordinance No. 4395—An Ordinance Expanding the Boundaries for the Grand Junction, Colorado Downtown Development Authority

Councilmember Kenyon moved to adopt Ordinance No. 4395 and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Public Hearing and Budget Presentation—2009 Mill Levies, 2009 Supplemental Appropriation and the 2010 Budget Appropriation

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

The public hearing was opened at 7:34 p.m.

Laurie Kadrach, City Manager, presented this item. She introduced the presentation with the City Core Values. She again thanked the Budget Advisory Committee members.

City Manager Kadrach began with the strategies for the budget. Sustainability which includes living within the City's means. There were several freezes in 2009, and 2010 is beginning in the same fashion as there will be a spending freeze in the first quarter. A second strategy included was to continue with Capital Projects, that is, the City's "local stimulus projects". Lastly the development process has been a focus. Projects that were ready to go were moved through the process first.

City Manager Kadrach explained the budget reduction from 2008 to 2010, a decrease of 14.5%. She then highlighted the capital spending. Two large capital projects were completed between 2005 and 2008 (the Riverside Parkway Project and the Ranchman's Ditch Project). The local economic impact for each dollar spent is \$1.75.

Relative to revenues, total revenue has decreased by 11%, however sales and use tax revenue is expected to decrease 16%. The decreases are due to the decrease in development and the loss of jobs in the energy industry. The unemployment figures are also up.

City Manager Kadrach's forecast for the economy has some bright spots such as Cabelas in Mesa Mall, which is the first in Colorado. There is renewed interest in some projects due to the reduction in construction costs. A new regional restaurant and a new big box retail outlet are expected.

For 2010, the strategies will be budget management, a 1st quarter spending freeze, and continuing to reduce the workforce and look toward recovery. The workforce reduction is targeting 2006 levels even though the community is not the same as it was in 2006 so service delivery will be a challenge. The number of employees per 1,000 in population has actually decreased since the 1980's.

Councilmember Todd asked if some of the full-time positions will become seasonal or part-time. City Manager Kadrach said not in 2010, but possibly in 2011.

Councilmember Beckstein asked how the workforce reduction will affect service delivery. City Manager Kadrach said they are trying to make it seamless. She gave examples of some the subtle differences like less street sweeping and less road patching. The doors will be open and customers will be addressed and emergency services will respond.

Greg Trainor, Utilities, Street Systems and Facilities Director, explained what his department does including water, sewer, trash, leaf removal, providing irrigation water in the Ridges, patching streets, and maintaining all the City's forty-four buildings. All of these divisions have long range business plans to maintain sustainability. Another focus is conservation of the City's natural resources. He mentioned a number of projects that have increased capacity.

Relative to the budgets, Mr. Trainor explained how his divisions also reduced the 2009 budget significantly and how savings were realized. Nine positions are vacant, the utilities systems rebated customers due to the decrease in fuel costs and an energy conservation project has been implemented throughout City building's which will result in significant savings. There are also some capital projects planned for 2010. There is a Compressed Natural Gas Fuel Project for the trash trucks and utility rates will not increase for 2010 even though they are much less than surrounding entities.

Councilmember Pitts asked about the implementation of the Compressed Natural Gas Project and the time frame. Mr. Trainor said it is proceeding along two fronts: first a facility at the municipal services center. Trash trucks are expected in 2010 that will accommodate compressed natural gas. Secondly, the excess methane at the Persigo Plant will be utilized for fuel in the future. That project is high priority but does not currently have funding.

Councilmember Todd asked about the reduced amount of overlays and chip seal when maintenance has already been deferred. She wondered what the impact will be on that asset. Mr. Trainor said next year's budget will be at the same level for spring clean-up and crack fill and sealing will also be at the same level. It is hoped that the economy will allow that same level of service. If not, priorities would have to be determined.

Fire Chief Ken Watkins then presented his operation and budget. One significant event in 2009 was the Preserve Fire. The Fire Department does serve a much larger population than the just the City limits. The Fire Department also provides other services outside the City limits such as hazardous material containment and search and rescue. He explained their 2009 budget decrease which included being reduced by three positions, the ambulance billing not being brought in house, and not hiring a trainer. Even without additional funds, a Wildland Fire Response team was created in 2009. They

were also able to move all dispatching of all non emergent calls to the Communication Center, which has improved service and keeps the dollars in the valley.

For 2010, the Fire Department is planning for some new equipment: a platform ladder truck (partially grant funded) and a new ambulance. The new ladder truck will likely improve the City's insurance rating. The Department is also looking at improving processes such as the burn permit process and fire inspection. They are also conducting a study with Clifton Fire Department for joint operations to improve operations for both communities.

Councilmember Coons asked for clarification on the dispatching, is it only the non-emergent? Chief Watkins said all dispatching is now at the Communication Center.

Councilmember Kenyon asked about the issue with burn permits. Chief Watkins said the issues are that many do not understand the responsibilities under the issued permit. The first step is an educational campaign.

Tim Moore, Public Works and Planning Director, advised the main focus of the department is to build community. He pointed out the 29 Road Extension project, the development of the Comprehensive Plan, paving roads and the neighborhood program specifically. The Public Works Department manages the City's construction projects, the City traffic system through the Traffic Engineering Department, Community Development and Planning, and Neighborhood Services. As with the other departments, the 2009 budget was reduced significantly with the economic downturn. The Department is reduced by eight positions and has realized construction savings.

For 2010, the 29 Road project will continue. They will be managing the utility projects mentioned earlier, balancing work force with work load (there will be some reductions with early retirement in 2010), and pursuing grant opportunities. The Public Works and Planning Department is looking forward to the new planning software which will improve processing for the Planning Division and the adoption of the revised Zoning and Development Code.

Councilmember Coons asked Mr. Moore to repeat the number of meetings for the Comprehensive Plan. Mr. Moore said they have held over 174 meetings with a variety of groups and in a number of venues, and sent out a four page insert in the Daily Sentinel. It has been a comprehensive outreach process.

Debbie Kovalik, Economic, Convention and Visitor Services Director, first spoke to how the various divisions in this department have been reorganized with the main focus of hospitality. She listed a number of events that have been hosted by this department. Ms. Kovalik then spoke to the budget reduction in 2009 including reducing two positions. They strive to match their revenue stream. One of the accomplishments in 2009 was an

upgrade to the Visitor Center Exhibit. The number of events at the Avalon Theatre almost doubled, increasing the revenue stream for that venue.

Looking toward 2010, the department will continue to match revenues. The Visitor Center will be open 362 days, the web presence will continue to be updated and the plan is to complete the partnership agreement with the Grand Junction Symphony for their use of the Avalon Theatre.

Interim Police Chief John Camper presented his overview starting with the 2009 budget reduction but with maintaining a high level of service. The Police Department oversees the Communication Center which serves 19 Police and Fire agencies. The 2010 budget is shown to increase due to interfund charges for fleet and technology in conjunction with the new CAD/RMS system. That will be somewhat offset by grant revenue. Maintenance will be incurred on the two systems during the transition. For 2009, the budget was reduced by decreasing overtime, reducing three positions, and all training was cut back. In 2010, five positions will be filled with grant funding. The Police Department has taken on employees from other departments to fill some key positions and thus maintain jobs for current City employees. Besides the new CAD/RMS/JMS (jail management) system, Grand Junction is a node for the new COPLINK system which connects agencies all over the State.

Looking at 2010, there will be the hiring of a new Police Chief, improving E911 operations, overhauling the training program, and becoming fully staffed. The Department is just about to be reaccredited by CACP and the internal affairs process is being assessed to ensure it is modern and up-to-date. An online reporting system is also planned. They are also working on the facility needs of the Police Department as well as for the Fire Department. The reductions are being looked in innovative ways.

Councilmember Todd asked about the grant to fill five positions; will that be maintained or will other funds need to be found? Chief Camper said it is funded for three years and other grant opportunities will be pursued.

Rob Schoeber, Parks and Recreation Director, described his diverse department which maintains 35 parks, two municipal golf courses and numerous trails. The Department is also responsible for the trees along the roadways which accounts for over 75,000 trees. Another division is the Arts and Cultural program, a nationally recognized program.

As with the other departments, the 2009 budget was reduced. The department was reduced by 6 positions. Partnerships that have come to light in this economy are a partnership with the Town of Palisade for the pool programming and with Mesa County for parks programming. Weed abatement was the beneficiary of volunteer work by a local company, Anode Systems.

Looking forward to 2010, Parks and Recreation is looking at more cross training to cover vacancies. There will be additional capacity in the new cemetery building and crews that have not previously worked together will be combined which will lend itself to additional cross training. A new irrigation system being installed at Tiara Rado which is paid for by intergovernmental funds from the golf funds, and will result in efficiencies in the use of irrigation water at that golf course.

Rich Englehart, Deputy City Manager, speaking on the Administration budget, said that this department supports other departments and like other departments has experienced a reduced budget in 2009. The department was reduced by nine positions and while cutting the budget, a team was formed to pursue other sources of funding especially stimulus money. Other funding sources pursued were loans and bonds through the enterprise funds. Many of the divisions have been involved in software procurement that will improve the City's information highway.

Looking at 2010, part of the reason interfund service has gone up is due to the additional software systems. The emphasis will be on in-house training to keep training cost down. The IT and City Clerk's office will be busy with implementing the new software to include the CAD/RMS, the EDRMS and the EnerGov system in Planning. The department will continue to monitor economic indicators and report financial performance. Mr. Englehart thanked Councilmember Beckstein for her idea on the Citizens Budget Advisory Committee and applauded how those Citizens brought forward new ideas and questions.

Councilmember Kenyon asked where the Court Administration is and how their budget has been reduced. Mr. Englehart said it is in Administration.

Jodi Romero, Financial Operations Manager, said that Municipal Court did find cost savings and contributed to the budget reduction.

City Manager Laurie Kadrach thanked the City Council for their participation and the number of hours they spent in developing the budget. She invited any citizen interested in participating next year to contact her or Jodi Romero. She again thanked the many citizens who have contacted her about the budget.

City Manager Kadrach said, in closing, with this next reduction the City is at bare bones. If there is another decline, in order to balance the budget, there will have to be service reductions. She does not anticipate further reductions unless revenues decline as much as 15%.

Councilmember Beckstein said her main concern is to maintain a level of service, especially in fire and police service (public safety). She applauded City Manager Kadrach's quick actions early in 2009 to balance the budget. She complimented the City Manager for keeping a tight rein on the budget.

Councilmember Palmer wanted the viewing audience to know the City Council has had multiple meetings on the budget and have gone through the details in many other meetings. This presentation is the culmination of all of those meetings. There has been even more attention to detail than in years past due to the economic situation. He is glad that the City was continuing to invest in the community to the benefit of all.

Councilmember Coons thanked the leadership of the City Manager and Department Heads. The City's process is the most collaborative and cooperative process she has ever observed.

Councilmember Pitts said this was his first experience with the City's budget process. He agreed that it is far more intense than in the corporate world and each Department is to be commended.

Councilmember Todd complimented the Staff and the process noting it has been a yearlong process.

Councilmember Kenyon said this has not been easy and each Department has been impacted. He is heartened by the attitude of City Staff to step up including taking a three percent pay reduction for all employees. He thanked all for the professional approach.

Council President Hill thanked City Manager Kadrich; she hit the mark on the process and noted how it builds more trust and respect.

Councilmember Beckstein appreciated it being a one year process with the situation being so volatile at this time. This one-year process should continue until the economic situation is different.

There were no public comments.

The public hearing was closed at 9:20 p.m.

a. Mill Levies for Property Tax for Levy Year 2009

Resolution No. 92-09—A Resolution Levying Taxes for the Year 2009 in the City of Grand Junction, Colorado

Resolution No. 93-09—A Resolution Levying Taxes for the Year 2009 in the Downtown Development Authority

Resolution No. 94-09—A Resolution Levying Taxes for the Year 2009 in the Ridges Metropolitan District

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2009 amended and 2010 proposed budgets.

b. 2009 Supplemental Appropriation Budget

Ordinance No. 4396—An Ordinance Making Supplemental Appropriations to the 2009 Budget of the City of Grand Junction

c. 2010 Budget Appropriation

Ordinance No. 4397—An Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado, the Downtown Development Authority, and the Ridges Metropolitan District for the Year Beginning January 1, 2010 and Ending December 31, 2010

Councilmember Palmer moved to adopt Resolution Nos. 92-09, 93-09, and 94-09, and also adopt Ordinance Nos. 4396 and 4397 and ordered them published. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 9:22 p.m.

Stephanie Tuin, MMC
City Clerk

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

NOVEMBER 30, 2009

The City Council of the City of Grand Junction, Colorado met in Special Session on Monday, November 30, 2009 at 11:30 a.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Tom Kenyon, Bill Pitts, Linda Romer Todd, and President of the Council Bruce Hill. Councilmember Gregg Palmer was absent. Also present was Municipal Judge Care' McInnis.

Council President Hill called the meeting to order.

Councilmember Coons moved to go into Executive Session for discussion of personnel matters under Section 402 (4)(f)(I) of the Open Meetings Law Relative to City Council Employees Specifically the Municipal Judge and they will not be returning to open session. Councilmember Todd seconded the motion. The motion carried.

The City Council convened into executive session at 11:40 p.m.

Stephanie Tuin, MMC
City Clerk

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

DECEMBER 2, 2009

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, December 2, 2009 at 5:30 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Gregg Palmer, Bill Pitts, Linda Romer Todd, and President of the Council Bruce Hill. Councilmember Tom Kenyon was absent. Also present was City Manager Laurie Kadrach.

Council President Hill called the meeting to order.

Councilmember Coons moved to go into Executive Session for discussion of personnel matters under Section 402 (4)(f)(I) of the Open Meetings Law Relative to City Council Employees Specifically the City Manager. There will also be continued discussion from the Executive Session on Monday, November 30, 2009 relative to the Municipal Judge. They will not be returning to open session. Councilmember Palmer seconded the motion. The motion carried.

The City Council convened into executive session at 5:40 p.m.

Stephanie Tuin, MMC
City Clerk



Date: December 3, 2009

Author: Judith Rice

Title/ Phone Ext: Associate
Planner/4138

Proposed Schedule: Dec
ember 14, 2009

Attach 2
**Setting a Hearing Zoning the LaHue Annexation,
Located at 514 Morning Glory Lane**

CITY COUNCIL AGENDA ITEM

Subject: Zoning the LaHue Annexation Located at 514 Morning Glory Lane
File #: ANX-2009-214
Presenters Name & Title: Judith Rice , Associate Planner

Executive Summary:

A request to zone the 0.32 acre LaHue Annexation, located at 514 Morning Glory Lane to R-8 (Residential 8 du/ac).

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

Policy A: City and County land use decisions will be consistent with the Comprehensive Plan Future Land Use Map.

The proposed R-8 zone will be consistent with the draft Comprehensive Plan Future Land Use Map designation of Residential Medium.

Goal 6: Land use decisions will encourage preservation and appropriate reuse.

Policy A: In making land use and development decisions, the City and County will balance the needs of the community.

The proposed R-8 zone will allow appropriate residential use of this property within the City's urban setting.

Action Requested/Recommendation:

Introduce a Proposed Zoning Ordinance and Set a Public Hearing for January 6, 2010.

Board or Committee Recommendation:

On December 8, 2009, the Planning Commission recommended to the City Council approval of the requested zone of annexation.

Background, Analysis and Options:

See attached Staff Report and Background Information.

Financial Impact/Budget:

Not applicable.

Legal issues:

None

Other issues:

None

Previously presented or discussed:

November 16, 2009, City Council adopted a Resolution referring the petition for annexation to City Council, set a hearing date for annexation and exercised land use control.

Attachments:

Staff Report/Background Information
Annexation/Site Location Map
Aerial Photo Map
Future Land Use Map
Existing City and County Zoning Map
Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:		514 Morning Glory Lane		
Applicants:		Casey Clifford and Christian M. LaHue		
Existing Land Use:		Residential		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Residential		
	East	Residential		
	West	Residential		
Existing Zoning:		County RMF-8 (Residential Multi Family 8 du/acre)		
Proposed Zoning:		R-8 (Residential 8 du/acre)		
Surrounding Zoning:	North	County RMF-8 (Residential Multi Family 8 du/acre)		
	South	County RMF-8 (Residential Multi Family 8 du/acre)		
	East	R-8 (Residential 8 du/acre)		
	West	County RMF-8 (Residential Multi Family 8 du/acre)		
Growth Plan Designation:		Residential Medium		
Zoning within density range?		X	Yes	No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the R-8 (Residential 8 du/acre) zone district is consistent with the Growth Plan designation of Residential Medium. The existing County zoning is County RMF-8 (Residential Multi Family 8 du/acre). Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning. The request is consistent with both the Growth Plan and the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6.A.3 and 4 as follows:

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

Response: The neighborhood consists of County RMF-8 zoning and City R-8 zoning. The proposed R-8 zoning is compatible with the neighborhood and conforms to the Growth Plan's Future Land Use Residential Medium designation.

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

Response: There is a 3 inch Ute Water line and an 8 inch City sanitary sewer line running along Morning Glory Lane, both adequate to provide service to residential uses allowed in an R-8 zone.

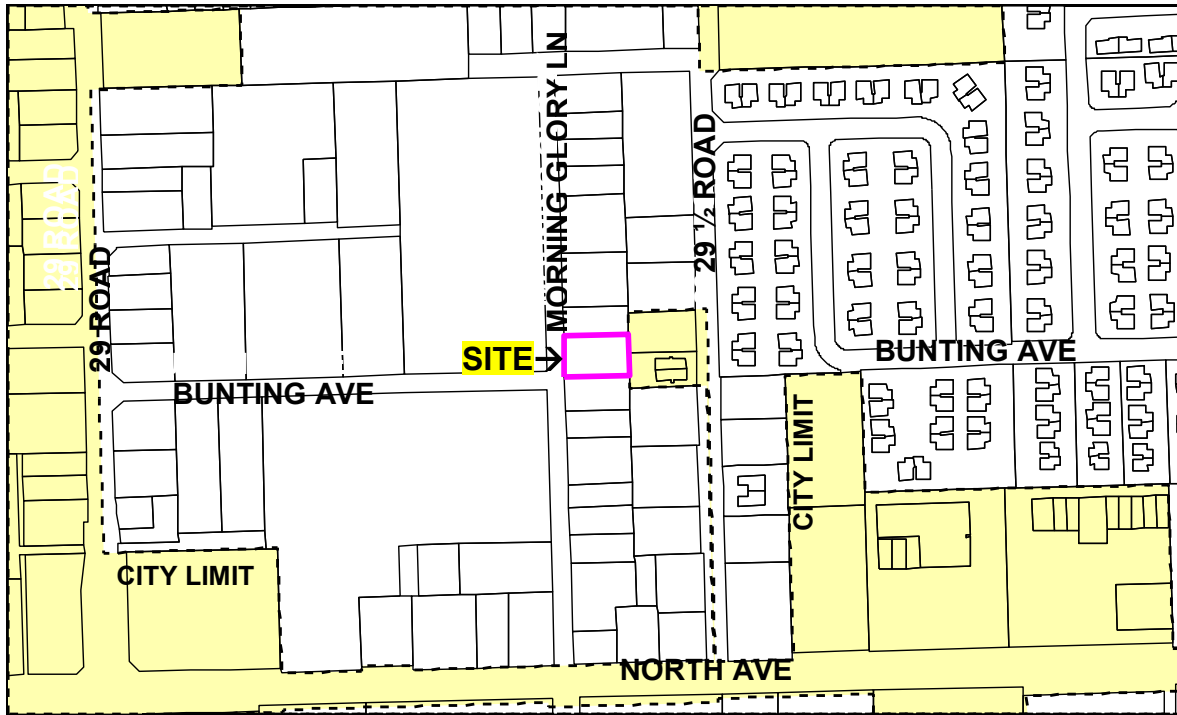
Alternatives: In addition to the zoning that the petitioner has requested, the following zone districts would also be consistent with the Growth Plan designation for the subject property.

- a. R-4 (Residential 4 du/acre)
- b. R-5 (Residential 5 du/acre)

If City Council chooses an alternative zone designation, specific alternative findings must be made.

Annexation/Site Location Map

Figure 1



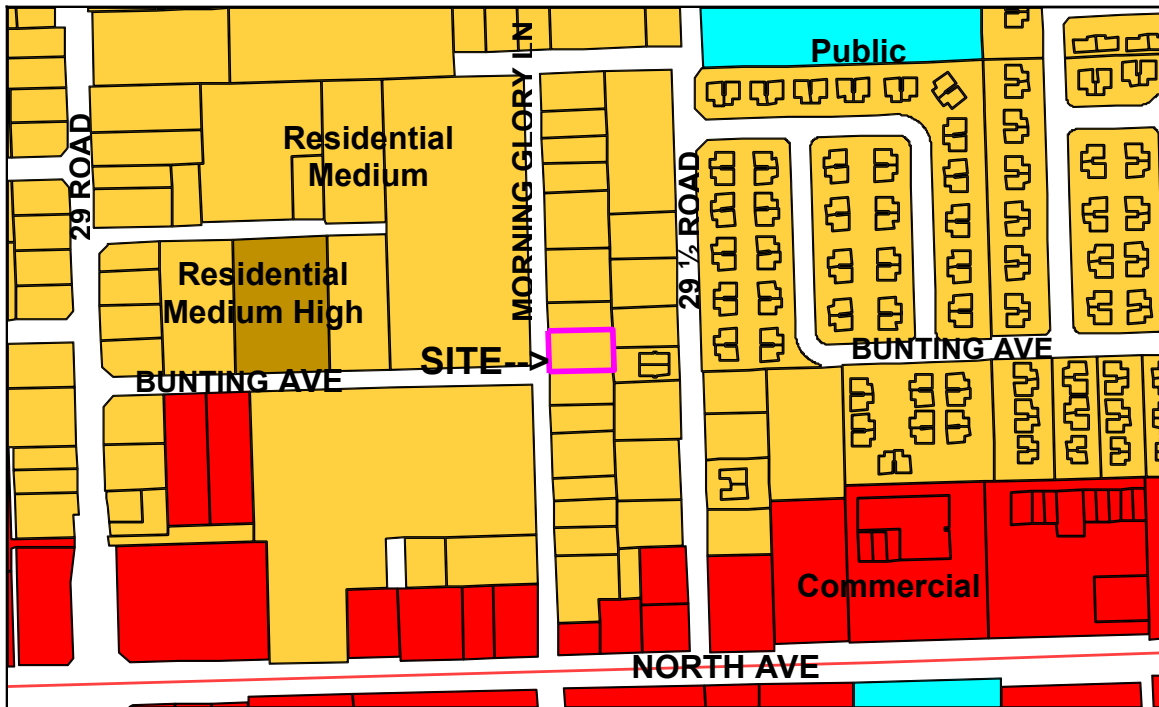
Aerial Photo Map

Figure 2



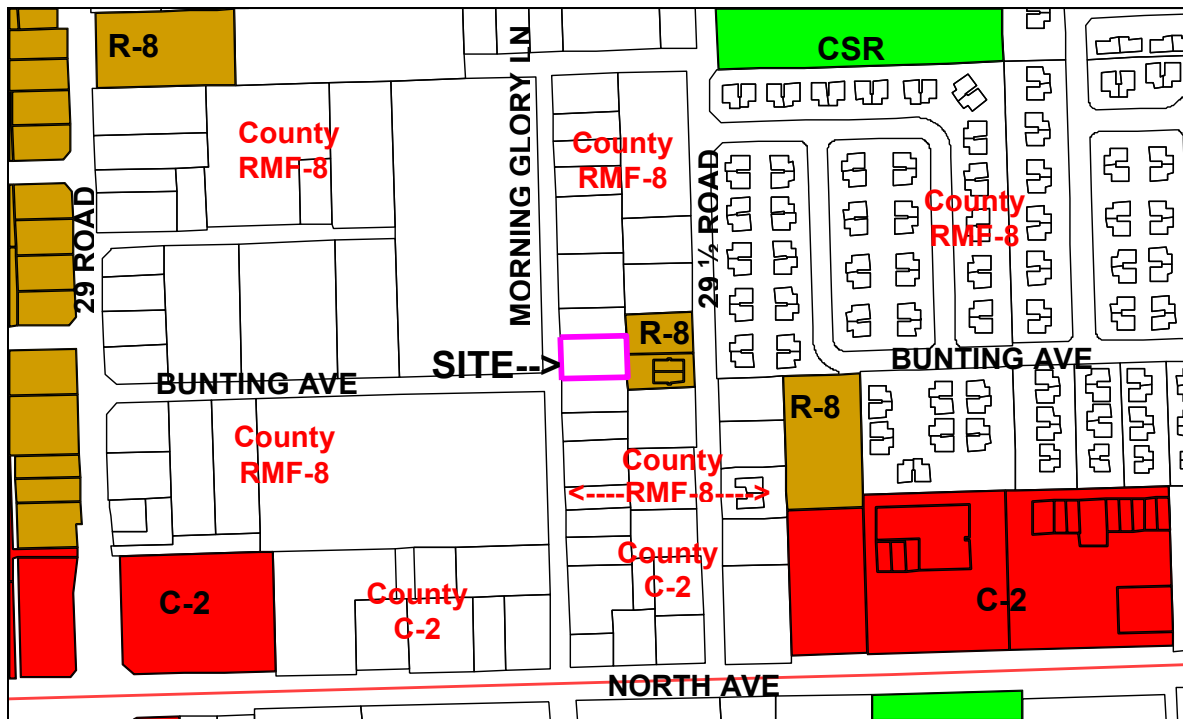
Future Land Use Map

Figure 3



Existing City and County Zoning Map

Figure 4



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE LAHUE ANNEXATION
TO R-8 (RESIDENTIAL 8 DU/ACRE)**

LOCATED AT 514 MORNING GLORY LANE

Recitals

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the LaHue Annexation to the R-8 (Residential 8 du/acre) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the R-8 (Residential 8 du/acre) zone district is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property be zoned R-8 (Residential 8 du/acre).

LAHUE ANNEXATION

A parcel of land situated in the SW ¼ of the SW ¼ of Section 8, Township 1 South, Range 1 East of the Ute Meridian being more particularly described as follows: Beginning at a point 660 feet north and 170 feet West of the Southeast Corner of the SW ¼ of the SW ¼ of said Section 8; thence North 88.2 feet; West 160 feet; thence South 88.2 feet; thence East 160 feet more or less to the Point of Beginning: Except the West 20 feet for Road. County of Mesa, State of Colorado

INTRODUCED on first reading the _____ day of _____
2009 and ordered published.

ADOPTED on second reading the _____ day of _____, 2010.

ATTEST:

President of the Council

City Clerk



Date: December 1, 2009
 Author: Brian Rusche
 Title/ Phone Ext: Senior Planner
x.4058
 Proposed Schedule: December
14, 2009
 2nd Reading: February 1, 2010

Attach 3
Setting a Hearing for the James Annexation,
Located at 514 30 Road

CITY COUNCIL AGENDA ITEM

Subject: James Annexation, Located at 514 30 Road
File #: ANX-2009-241
Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

A request to annex 1.29 acres, located at 514 30 Road. The James Annexation consists of one (1) parcel.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Annexation and future development will help to sustain a healthy, diverse economy with in the City’s urban setting.

Action Requested/Recommendation:

Adopt a Resolution Referring the Petition for the James Annexation and Introduce the Proposed Ordinance and Set a Hearing for February 1, 2010.

Board or Committee Recommendation:

Not required.

Background, Analysis and Options:

See attached Staff Report and Background Information.

Financial Impact/Budget:

None

Legal issues:

None

Other issues:

None

Previously presented or discussed:

None

Attachments:

Staff Report / Background Information
Annexation / Site Location Map
Aerial Photo Map
Future Land Use Map
Existing City and County Zoning Map
Resolution Referring Petition
Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:		514 30 Road		
Applicants:		Fruitvale III, LLC - James M. Flynn		
Existing Land Use:		Vacant		
Proposed Land Use:		Commercial		
Surrounding Land Use:	North	Commercial		
	South	Commercial		
	East	Commercial		
	West	Commercial		
Existing Zoning:		County B-2 (Concentrated Business)		
Proposed Zoning:		C-1 (Light Commercial)		
Surrounding Zoning:	North	County B-2 (Concentrated Business)		
	South	County B-2 (Concentrated Business)		
	East	County PUD (Planned Unit Development)		
	West	B-1 (Neighborhood Business)		
Growth Plan Designation:		Commercial		
Zoning within density range?	X	Yes		No

Staff Analysis:

ANNEXATION:

This annexation area consists of 1.29 acres of land and is comprised of one (1) parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

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

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

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

The following annexation and zoning schedule is being proposed.

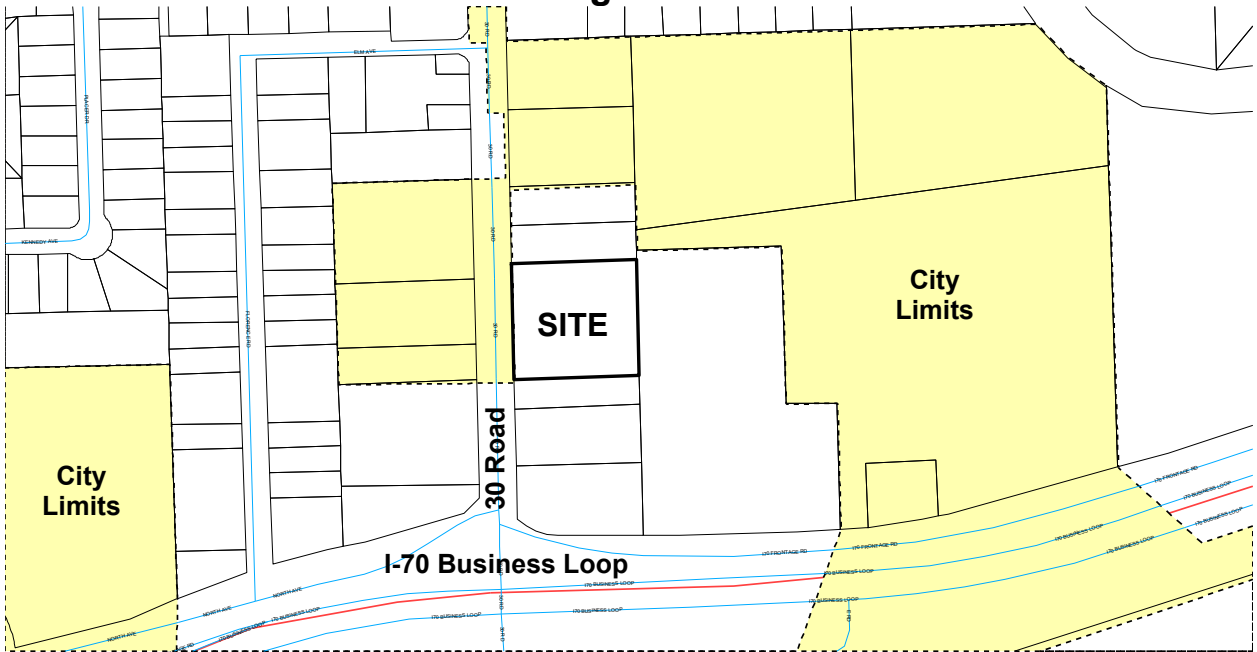
<i>ANNEXATION SCHEDULE</i>	
12/14/2009	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
1/12/2010	Planning Commission considers Zone of Annexation
1/20/2010	Introduction Of A Proposed Ordinance on Zoning by City Council
2/1/2010	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
3/5/2010	Effective date of Annexation and Zoning

JAMES ANNEXATION SUMMARY

File Number:		ANX-2009-241
Location:		514 30 Road
Tax ID Number:		2943-093-00-034
# of Parcels:		1
Estimated Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		0
Acres land annexed:		1.29 Acres
Developable Acres Remaining:		1.29 Acres
Right-of-way in Annexation:		None
Previous County Zoning:		County B-2 (Concentrated Business)
Proposed City Zoning:		C-1 (Light Commercial)
Current Land Use:		Vacant
Future Land Use:		Commercial
Values:	Assessed:	\$73,330
	Actual:	\$252,860
Address Ranges:		514 30 Road
Special Districts:	Water:	Clifton Water District
	Sewer:	Central Grand Valley Sanitation District
	Fire:	Clifton Fire Protection District
	Irrigation/ Drainage:	Grand Valley Irrigation Company Grand Valley Drainage District
	School:	Mesa County Valley School District #51
	Pest:	Grand River Mosquito District

Annexation / Site Location Map

Figure 1



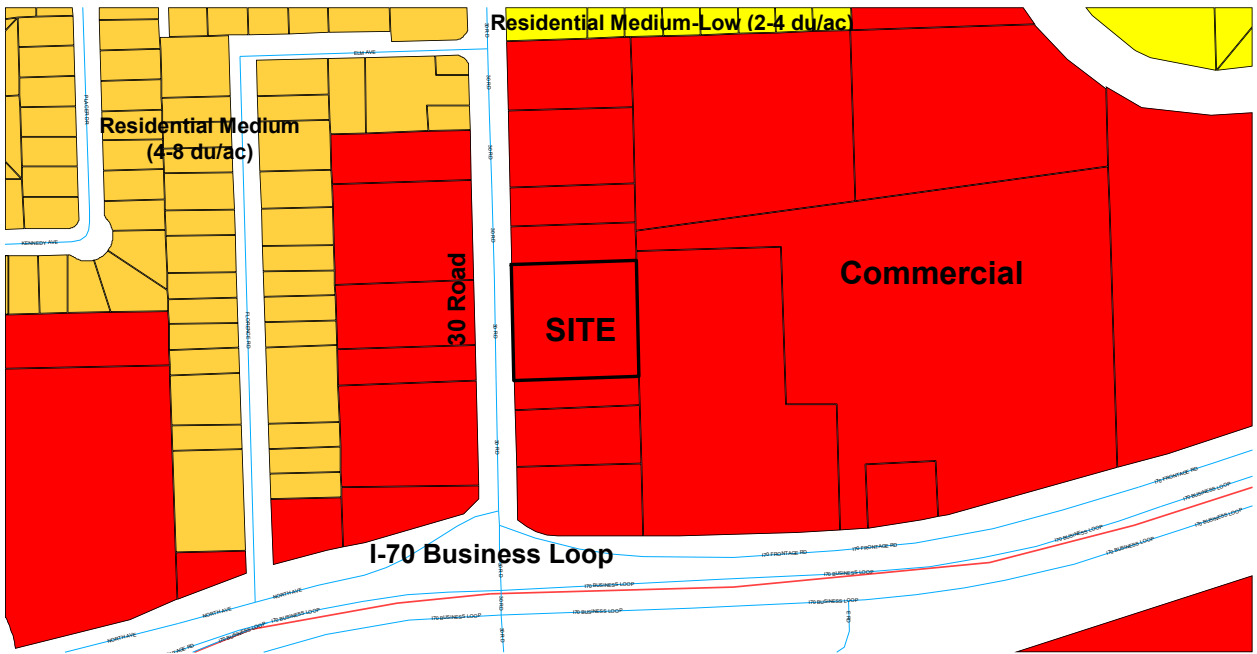
Aerial Photo Map

Figure 2



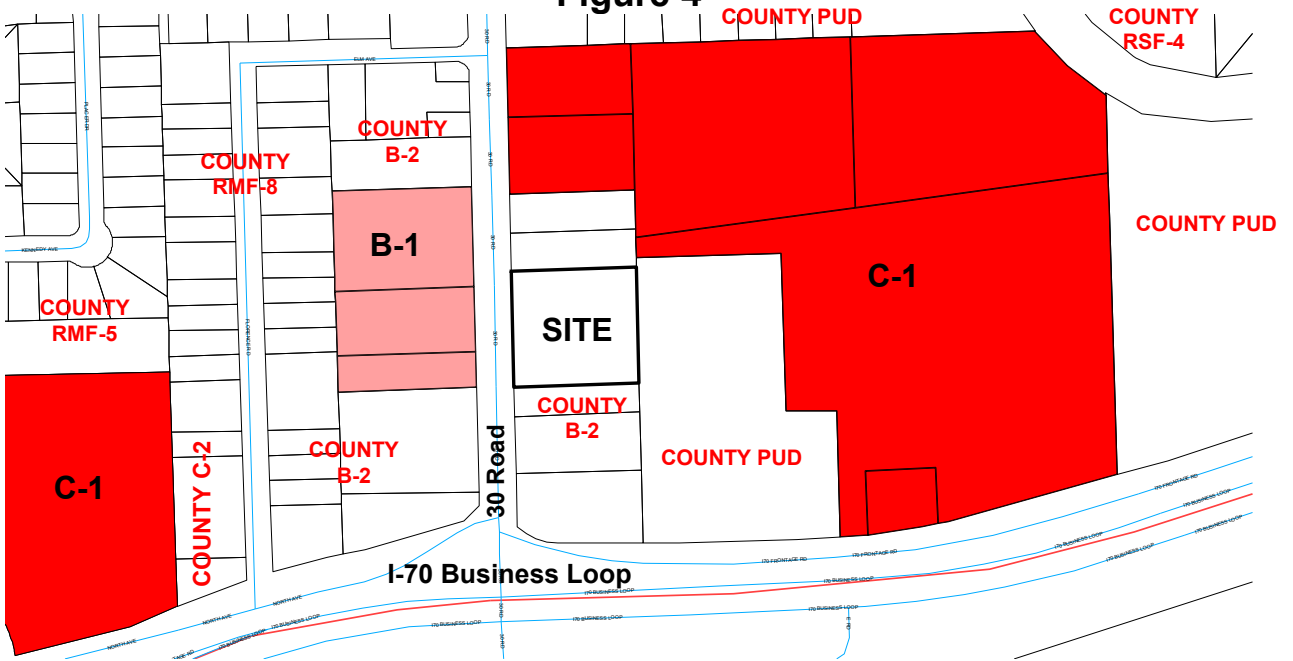
Future Land Use Map

Figure 3



Existing City and County Zoning Map

Figure 4



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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 14th day of December, 2009, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

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

JAMES ANNEXATION

LOCATED AT 514 30 ROAD

WHEREAS, on the 14th day of December, 2009, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

JAMES ANNEXATION

A certain parcel of land lying in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the SW 1/4 SW 1/4 of said Section 9 and assuming the West line of the SW 1/4 SW 1/4 of said Section to bear S 00°07'38" E with all other bearings noted hereon being relative thereto; thence from said Point of Commencement, S 00°07'38" E along the West line of the SW 1/4 SW 1/4 of said Section 9, a distance of 445.00 feet; thence N 89°50'04" E a distance of 40.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°50'04" E a distance of 247.10 feet; thence S 00°07'38" E a distance of 228.00 feet; thence S 89°50'04" W a distance of 247.10 feet to a point on the existing East right of way for 30 Road; thence N 00°07'38" W along said East right of way and the East line of DM South Annexations No. 1 and 2 (Ordinance No.'s 3455 and 3456) a distance of 228.00 feet, more or less, to the Point of Beginning.

CONTAINING 56,338 Square Feet or 1.29 Acres, more or less, as described.

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

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

1. That a hearing will be held on the 1st day of February, 2010, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Public Works and Planning Department of the City.

ADOPTED the _____ day of _____, 2009.

Attest:

President of the Council

City Clerk

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

City Clerk

<i>DATES PUBLISHED</i>
December 16, 2009
December 23, 2009
December 30, 2009
January 6, 2010

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

JAMES ANNEXATION

APPROXIMATELY 1.29 ACRES

LOCATED AT 514 30 ROAD

WHEREAS, on the 14th day of December, 2009, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 1st day of February, 2010; and

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

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

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

JAMES ANNEXATION

A certain parcel of land lying in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the SW 1/4 SW 1/4 of said Section 9 and assuming the West line of the SW 1/4 SW 1/4 of said Section to bear S 00°07'38" E with all other bearings noted hereon being relative thereto; thence from said Point of Commencement, S 00°07'38" E along the West line of the SW 1/4 SW 1/4 of said Section 9, a distance of 445.00 feet; thence N 89°50'04" E a distance of 40.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°50'04" E a distance of 247.10 feet; thence S 00°07'38" E a distance of 228.00 feet; thence S 89°50'04" W a distance of 247.10 feet to a point on the existing East right of way for 30 Road; thence N 00°07'38" W along said East right of way and the East line of DM South Annexations No. 1 and 2 (Ordinance No.'s 3455 and 3456) a distance of 228.00 feet, more or less, to the Point of Beginning.

CONTAINING 56,338 Square Feet or 1.29 Acres, more or less, as described.

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

INTRODUCED on first reading on the ____ day of _____, 2009 and ordered published.

ADOPTED on second reading the ____ day of _____, 2010.

Attest:

President of the Council

City Clerk



Date: 12-4-09
 Author: Jay Valentine
 Title/ Phone Ext: Asst. Fin.
Ops. Mgr., 1517
 Proposed Schedule: _____
Dec. 14, 2009
 2nd Reading

Attach 4
Amend Property Tax Resolution for the Ridges Metropolitan District for Levy Year 2009

CITY COUNCIL AGENDA ITEM

Subject: Amended Property Tax Resolution for the Ridges Metropolitan District for Levy Year 2009
File # (if applicable):
Presenters Name & Title: Jodi Romero, Financial Operations Manager

Executive Summary:

The original resolution that set the mill levies of the Ridges Metropolitan District needs to be re-authorized due to the Amended Certification of Values received from the County on December 1, 2009. The Ridges levy is assessed for the debt service only.

How this action item meets City Council Comprehensive Plan Goals and Policies:

This action is needed as a financing source to meet the debt service requirements of the Ridges Metropolitan District.

Action Requested/Recommendation:

Adoption of the Amended Tax Levy Resolution

Board or Committee Recommendation:

Financial Impact/Budget:

The Adoption of the Tax Levy Resolutions will generate property tax revenue for the Ridges Metropolitan District. The amount of property tax generated is calculated by taking the adopted mill levy multiplied by the assessed valuation of property located within the taxing area.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

The original certification by Council was on November 30, 2009.

Background, Analysis and Options:

Levies are filed by the City and its various tax levying bodies according to revenue required for the proper performance of their various functions. Often, the assessed valuation will be amended after the initial valuations are presented on August 25th. After the levies are certified to the County Assessor, it is then the Assessor's duty to extend the tax on all property assessed and the County Treasurer's duty to collect them.

Attachments:

Proposed Property Tax Resolution
Tax Levy Certification

RESOLUTION NO. ____-09

**A RESOLUTION RATIFYING THE LEVYING OF TAXES BY RESOLUTION NO. 94-09
FOR THE YEAR 2009 IN THE RIDGES METROPOLITAN DISTRICT**

Recitals:

On November 30, 2009 the City Council adopted Resolution 94-09 levying taxes for 2009 in the Ridges Metropolitan District. The Resolution approved by the City Council included a Tax Levy Certification. The Tax Levy Certification included with that Resolution (\$171,075) was incorrect; however, the correct Tax Levy Certification (\$203,807) was stated in the Resolution and Tax Levy Certification filed with Mesa County.

In order to reconcile the City's records the City Council does hereby ratify and confirm as its official action the certification of 5.800 mills generating tax revenue of \$203,807 for the year 2009 in the Ridges Metropolitan District.

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

That there shall be and hereby is levied upon all taxable property within the limits of the **Ridges Metropolitan District**, City of Grand Junction, Colorado, for the year 2009 according to the assessed valuation of said property, a tax of five and eight hundred thousandths **(5.800)** mills on the dollar (\$1.00) upon the total assessment of taxable property within the Ridges Metropolitan District, City of Grand Junction, Colorado, for the purpose of paying certain indebtedness of the District, for the fiscal year ending December 31, 2010.

And furthermore, that the City Council ratifies and confirms the action heretofore taken as its official act.

ADOPTED AND APPROVED THIS _____ day of _____
_____, 2009.

Bruce Hill
President of the Council

ATTEST:

Stephanie Tuin
City Clerk
City of Grand Junction

TAX LEVY CERTIFICATION

TO: County Commissioners of Mesa County, Colorado.

For the year **2009**, the Board of Directors of the **Ridges Metropolitan District** hereby certifies the following mill levy to be extended upon the total assessed valuation:

PURPOSE	LEVY	REVENUE
4. General Obligation Bonds and Interest - 1992 *	<u>5.800</u> mills	\$ <u>203,807</u>
9. Temporary Property Tax Credit/ Temporary Mill Levy Rate Reduction CRS 39-5-121 (SB 93-255)	<u>n/a</u> mills	\$ <u>0.00</u>
TOTAL	<u>5.800 MILLS</u>	\$ <u>203,807</u>

=====

Contact person: Stephanie Tuin Daytime Phone: (970) 244-1511

Signed _____ Title City Clerk, City of Grand Junction

* CRS 32-1-1603 (SB 92-143) requires Special Districts to “certify separate mill levies to the Board of County Commissioners, one each for funding requirements of each debt.”

Send a copy to Division of Local Government, Room 521, 1313 Sherman Street, Denver, Colorado 80203.

Original form (FORM DLG 70 (Rev. 6/92))



Attach 5
2010 Mesa County Animal Control Services Agreement

CITY COUNCIL AGENDA ITEM

Date: December 1, 2009
Author: Cmdr Bob Russell and Mary Lynn Bacus, Paralegal
Title/ Phone Ext: 1505
Proposed Schedule: Monday, December 14, 2009
2nd Reading (if applicable):

Subject: 2010 Mesa County Animal Control Services Agreement
File # (if applicable):
Presenters Name & Title: Rich Englehart, Deputy City Manager

Executive Summary:

The City of Grand Junction has an ongoing, annually renewable agreement with Mesa County for animal control services within the City limits. The City pays the County a percentage of the Mesa County Animal Services' budget based upon the City's percentage of total calls for service.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

The joint City-County program to provide animal services to the citizens of Grand Junction will contribute towards a safe and healthy community.

Action Requested/Recommendation:

Approve and Authorize the Mayor to Sign the 2010 Agreement between Mesa County and the City of Grand Junction Pertaining to Animal Services.

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

Prior to 1983 the City provided Animal Control Services through the Police Department. In 1983 the City agreed to combine forces with Mesa County for Animal Control services. Since that time the City and County have contracted for Mesa County Animal Services to provide services to the City.

In previous years the amount owed to the County by the City was based upon anticipated levels of use rather than actual calls for service delivered. It was not uncommon for the County to credit the City with funds that were left over after the actual service levels were determined. This year's Agreement is based upon actual service figures and costs that occurred during the County's fiscal year which runs from July 1, 2008 through June 30, 2009. The actual costs for animal control services during that time period was \$703,914.00. The City's share of that cost is 40.8 %, or \$287,197.00. Payments will be made to the County on a quarterly basis in the amount of \$71,799.25.

Financial Impact/Budget:

In the 2009 budget process, with adjustments, the Police Department budgeted \$290,086.00 for animal control services. The City share of the City-County program for this time period is \$287,197.00, a \$2,889 savings over 2009 or about a .01% reduction in costs. The funds will continue to be a part of the Police Department's budget.

Legal issues:

The City Attorney has reviewed and approved the form of the Agreement.

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

2010 Agreement Pertaining to Animal Services

**AGREEMENT
BETWEEN MESA COUNTY AND THE CITY OF GRAND JUNCTION
PERTAINING TO ANIMAL SERVICES.**

The City of Grand Junction, ("City") and Mesa County ("County") have determined that Mesa County shall provide animal services within the City. Those services will be pursuant to the City's home rule powers and under the provisions of §29-1-201, et. seq., C.R.S. as amended. This Agreement, dated _____, 2009, is intended to provide the basis for animal services for the year January 1, 2010 through December 31, 2010.

AGREEMENT

(1) The City has adopted Chapter 6, Article III & IV of the Grand Junction Code of Ordinances, ("Code" or "the Code") for the control of animals within the City. The City hereby agrees to provide the County with the authority necessary to administer and enforce City regulations ("Code"), relating to animal control, within the City.

(2) The County agrees to enforce the Code as now codified and hereafter amended, in accordance with its provisions, consistent with proper enforcement practice and on a uniform basis throughout the City.

(3) During the term hereof, the City will pay to the County, Two Hundred Eighty-Seven Thousand, One Hundred Ninety-Seven and 00/100, (\$287,197.00). One-fourth of that amount, Seventy-One Thousand Seven Hundred Ninety-Nine and 25/100, (\$71,799.25) shall be paid quarterly. All fines and shelter/impoundment revenues derived from enforcement under this Agreement shall be paid to the County as additional consideration for the services rendered.

(4) The consideration paid by the City to the County is sufficient to support this Agreement and the same is determined as follows:

a. Mesa County's actual expenses for animal services from July 1, 2008 through June 30, 2009, along with 2008 Mesa County OMB Circular A-87 Cost Allocation Plan numbers shall be reduced by actual revenues from July 1, 2008 through June 30, 2009. The resulting amount represents the cost of the overall, combined City-County animal services program. The City and County recognize and acknowledge that the County will occasionally incur capital expenditures related to the County facilities, equipment and/or tooling utilized in providing the services referenced in this Agreement. The only capital expenditures that would be permitted in the formula identified in paragraph (4)c. hereof are capital expenditures that have been agreed to in writing by both the City and County prior to such costs for capital expenditures actually being expended.

b. As part of this Agreement, the County's dispatch and patrol stops are logged within a database. The percentage of animal services attributable to the City is calculated from this data after administrative stops have been deleted.

c. Multiplying the Cost of the Program by the percentage of the workload attributable to enforcement activity within the City yields an amount representing

the cost of providing service to the City. The resulting figure is the amount due Mesa County under this Agreement for providing animal control services in 2010.

Listed below is the 2010 calculation:

\$ 687,920.00	personnel expenditures 7/1/08 to 6/30/09
\$ 222,833.00	operating expenditures 7/1/08 through 6/30/09
\$ 33,309.00	facility and utility costs 7/1/08 through 6/30/09
\$ 188,944.00	2008 Mesa County OMB Circular A-87 Cost Allocation Plan
\$ 0.00	Capital expenditures
\$ 429,092.00	revenues from 7/1/08 through 6/30/09
\$ 703,914.00	cost of city-county program
X 40.8	City's percentage of Animal Control Responses 7/1/08 through 6/30/09
\$ 287,197.00	contract amount due Mesa County in 2009.
\$ 71,799.25	QUARTERLY PAYMENTS DUE Mesa County. Contract amount divided

by four (4) quarterly

payments.

(5) The County shall provide animal services pursuant to this Agreement during those hours best suited, as determined by the County, for enforcement. The County shall provide a standby system for all other hours. In situations that cannot be handled solely by the County, the Grand Junction Police Department may be called by the County to assist.

(6) The County will select and supervise the personnel providing animal services under this Agreement. Mesa County shall provide to the City, all necessary or required reports on the activities of the animal services officers.

(7) Enforcement actions arising out of or under the Code shall be prosecuted in the Grand Junction Municipal Court. The City agrees to reasonably cooperate with the County in enforcement and prosecution activities.

(8) The County shall be liable and legally responsible for any claims or damages arising from the County's negligent performance of its duties under this Agreement. The City shall be liable and legally responsible for any claims or damages arising under this Agreement for other than the County's negligent performance of its duties.

(9) This Agreement shall terminate upon six months' written notice of intent to terminate, or on December 31, 2010 if the parties to this Agreement enter into a new

agreement for the provision of animal control services in the succeeding year as set forth below. Notice to terminate, if issued, shall be sent to the appropriate signatory of this Agreement by certified mail.

(10) It shall be the responsibility of the County to provide the City with a proposed animal services Agreement for 2011 services no later than November 1, 2010. After review of the proposed Agreement will, on or before December 1, 2010, either issue a preliminary acceptance of the proposed Agreement or a written notice of termination of the existing Agreement and a statement of the City's intention not to enter into the proposed Agreement for animal services in the succeeding calendar year.

(11) If preliminary acceptance has been given, the proposed Agreement shall not become effective until expiration of the then existing Agreement and until signed by the parties. The City's preliminary acceptance may be withdrawn at any time prior to signing of the Agreement by notification of termination being sent to the County as specified in paragraph 9. If preliminary acceptance is withdrawn by a notice of termination, the City will pay for, and the County will provide, animal services for six (6) months from the date of the notice of termination.

(12) The terms and rates for the six (6) months service continuation period after notice of termination shall be those agreed to by the parties in the 2010 Agreement, unless the six months extends beyond December 31, 2010, in which case the remainder of the six months shall be controlled by the terms and rates of the proposed Agreement, which shall be effective during the service period following December, 2010 until the completion of the six months termination period.

(13) If terms and conditions of the proposed Agreement are not accepted by the parties in the form of a signed written Agreement, on or before December 31, 2010, the provision of animal services to the City shall cease June 30, 2011.

Attest: **CITY OF GRAND JUNCTION**

City Clerk:

Mayor:

Date: _____

Date _____

Attest: **COUNTY OF MESA**

County Clerk:

Board of County Commissioners
Chairperson:

Date: _____

Date: _____



Date: December 1, 2009

Author: Irene Carlow

Title/ Phone Ext: 4050

Proposed Schedule:
December 14, 2009

2nd Reading

(if applicable): _____

Attach 6
Website Services Contract Renewal for the Visitor and Convention Bureau

CITY COUNCIL AGENDA ITEM

Subject: Website Services Contract Renewal for the Visitor and Convention Bureau
File # (if applicable):
Presenters Name & Title: Barbara Bowman, Division Manager, Visitor and Convention Bureau

Executive Summary:

This is the fifth and final year of the contract originally approved by Council on September 21, 2005 that resulted from the RFQ/RFP issued in 2005. The contract for website services is renewed annually in conjunction with adoption of the City's annual budget and the VCB's Marketing Plan for the upcoming year. VCB staff is requesting approval by Council of the 2010 Contract with Miles Media Group for website services.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Not applicable. This contract is not related to development.

Action Requested/Recommendation:

Authorize the City Manager to execute a contract with Miles Media Group in the Amount of \$150,000 for Advertising Services for the Period January 1, 2010 – December 31, 2010.

Board or Committee Recommendation:

At the regular month meeting November 10, 2009, the VCB Board of Directors voted unanimously to recommend this contract award for 2010.

Background, Analysis and Options:

This is the fifth and final year of the contract originally approved by Council on September 21, 2005 that resulted from the RFQ/RFP issued in 2005. Seven responsive and responsible proposals were received and three of those respondents were invited to make an oral presentation. A review panel consisting of VCB Board members, the VCB Director and three staff members, two members of the City

management team and the City Purchasing Manager rated each agency on a set of established criteria. Miles Media received the highest ratings and was the unanimous selection of the panel.

A new RFQ/RFP for advertising services will be issued in 2010.

Financial Impact/Budget:

\$150,000 is budgeted for 2010.

Legal issues:

The City Attorney has reviewed the contract.

Other issues:

The Scope of Work referenced in the Agreement (page 1, item 1. Contract) is currently in draft stage but will be finalized and attached to the Agreement prior to signing.

Previously presented or discussed:

N/A

Attachments:

Contract

AGREEMENT

This Agreement ("Agreement") is made and entered into by and between Miles Media Group LLLP, a Delaware Limited Liability Limited Partnership ("Agency"), and the City of Grand Junction ("City") for Internet marketing services for the City's Visitor and Convention Bureau ("GJVCB").

Services rendered under this Agreement are for the primary purpose of promoting Grand Junction, Colorado as a visitor destination through website marketing.

The parties hereto agree as follows:

1. Contract

This Agreement incorporates the Request for Proposal (Statement of Qualification No. 1067-05-JH), the Agency's 2010 Marketing Plan, and the Scope of Work set forth in Attachment 1 by this reference as if fully set forth herein. The Agreement may be modified by the City at any time during its term without penalty.

Total compensation for services for the year 2010 shall not exceed \$150,000.00. Amounts incurred or expended by the Agency in excess of this sum will be deemed outside the contract and the City shall have no liability for the same.

Cost break down is contained in Attachment 1 hereto, which is incorporated by this reference as if fully set forth herein.

The City may modify, amend or limit the services provided by the Agency and the expenditures of the City for such services within the limits referenced herein as it may in its sole and absolute discretion determine without penalty or recourse and subject to the terms of the balance of the Agreement.

2. Governing Law

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising out of or occurring under this Agreement or the performance or non-performance thereof will be in Mesa County, Colorado.

3. Term

This Agreement shall be for a term of one year, from January 1, 2010 through December 31, 2010. A new Request for Proposal may be issued by the City in 2010. Agency is and shall be allowed to respond to that request for proposal.

4. Compensation for Agency Services

- a. For all work, Agency shall be paid monthly for work completed.

b. For all expenditures by Agency on behalf of GJVCB, Agency shall estimate expenditures in advance. Written cost estimates of anticipated costs for any expenditure over \$500.00 must be approved in writing by the GJVCB in advance.

c. For adaptation of Agency's existing products, Agency shall submit to GJVCB a description of the product and adaptation for GJVCB together with a proposed fixed-fee prior to the start of work. Work shall commence only upon GJVCB's prior written approval.

d. New developments shall be made only upon GJVCB request or with GJVCB pre-approval. Prior to commencement of new development, Agency shall submit a Scope of Work including the details of the deliverables, materials needed, timeline and pricing. Before any work on the new development begins, Agency shall obtain written approval of the Scope of Work, including pricing. Adjustments to Scope of Work may be made only with prior written approval by GJVCB.

e. For new developments, City shall be billed only upon completion of work, and at Agency's standard rates, as follows:

Consulting/Design/Editorial Services	\$125.00/hour
Maintenance Response	\$100.00/hour
Programming/Development	\$125.00/hour

5. Agency Responsibilities / Scope of Work

Agency agrees to provide web site marketing, design, customization and technical services. The Agency agrees to host and to maintain the City's website and to provide all hardware, software, telecommunications and other facilities associated with hosting and maintaining this website.

The Agency shall keep the server(s) up and running continually twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks.

Agency shall be responsible for the ongoing operation of the website, including maintenance and development of site enhancements. Included in these responsibilities are the following:

- (1) Hardware/software maintenance
- (2) Email marketing program database management
- (3) Development of new features
- (4) Creation and management of site content, including original content
- (5) Monthly reporting on Internet usage
- (6) Account management.

The above list is not intended to be limiting or to delineate all the Agency's responsibilities.

The Agency agrees to provide, maintain and update as directed by the City all art production and information content on the City's website.

Agency agrees to provide the City access to every part of the City's website, including but not limited to the "back-end," for updating and maintaining content.

Agency shall perform all other services set forth in the 2010 Marketing Plan, and the Scope of Work described in Attachment 1, which is incorporated herein by this reference as if fully set forth.

Under the specific direction of the GJVCB director and/or specifically designated representative, the Agency shall identify target audiences for marketing campaigns and provide consultation and analysis for web site design and marketing research.

Agency shall collaborate, cooperate and coordinate with GJVCB's advertising contractor with respect to promotions, events and related services to optimize the advertising impact.

Agency shall provide analysis, recommend plans, negotiate agreements and perform other tasks necessary to support sponsorships, events or promotions for the GJVCB.

Agency shall maintain financial accounting records and documentation of contract expenditures in accordance with generally accepted accounting principles and other procedures as specified by the City.

Agency shall verify online media purchases as directed by GJVCB director or specifically designated representative.

Agency shall specify to GJVCB in advance any sub-contractors it intends to use for services under this Agreement and the functions each sub-contractor(s) will perform. Agency shall be responsible for the performance of all required services whether or not subcontractors are used. The Agency shall be the sole prime point of contact with regard to all matters under this Agreement.

Agency shall periodically provide GJVCB with analyses of website usage and recommend specific measures to increase website usage and database expansion.

6. Non-discrimination

The Agency shall comply with all applicable City, State and Federal laws, rules and regulations including but not limited to those involving non-discrimination on the basis of race, color, religion, national origin, age, sex or handicap.

7. Assignment

The Agency is prohibited from assigning, transferring, conveying, subletting or otherwise alienating this Agreement or its rights or obligations thereunder or interest therein, or its power to execute such Agreement, to any other person, company, corporation or entity without the previous written approval of the City.

8. Third Party Beneficiaries

This Agreement is for the benefit of the Agency and City and not for the benefit of any third party or person.

9. Legal Compliance

The Agency shall comply with all applicable Federal, State and local laws, rules and regulations in its performance hereunder.

10. Covenant Against Contingent Fees

The Agency warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Agency) to solicit or secure this contract and that it has not paid or agreed to pay any person or entity (other than a bona fide employee working solely for the Agency) any fee, commission, percentage, brokerage fee, gift or other consideration on a basis that is contingent upon the award of this contract. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price the full amount of such commission, percentage, brokerage or contingent fee.

11. Termination

The City may terminate this Agreement for convenience at any time, without penalty, upon thirty (30) days' written notice to the Agency. If the City terminates for convenience, the Agency shall be entitled to compensation only for binding commitments made in connection with the Agency's website marketing services under this Agreement.

The City reserves the right to immediately terminate this Agreement for cause. The following, without limitation, shall constitute cause for immediate termination by the City:

- a. If the Agency furnishes any statement, representation, warranty or certification in connection with the Request for Proposal or the resultant contract which is materially false, deceptive, incorrect or incomplete;
- b. If the Agency fails to perform to the City's satisfaction any material requirement of this Agreement or violates any specific contractual provision;
- c. If the City determines it is a substantial likelihood that the Agency will not be in a position to or be able to satisfactorily perform its obligations under this Agreement or reasonably anticipates a default by the Agency;
- d. If the Agency knowingly makes any false representation to third parties or in connection with its marketing services under this Agreement.

In the event of a termination for cause, the City shall reimburse the Agency for its actual costs or contract debts resulting from the Agency's scope of services up to the date of the termination, and the City reserves the right to reassign the contract to another agency or entity without re-bidding.

The parties expressly acknowledge and agree that this Agreement is subject to termination if the City enacts a statute, ordinance, law, rule or regulation which removes the City's or the GJVCB's authority or ability to engage in activities hereunder or if funds are not available from the lodging tax or otherwise appropriated for the services which are the subject of this Agreement.

In the event of termination, the Agency shall furnish, upon the City's request, copies of all materials related to its performance hereunder, whether finished or in preparation at the time of termination. Any materials for which the Agency is or has been reimbursed by the City shall become the property of the City. "Materials" hereunder shall include, without limitation, proposals, specifications, procedures, systems, photographs, copy, videos, recordings, and all contents of web sites or pages created here. Materials shall be furnished to the City in the form they were created, developed and/or used, whether electronic or in hard copy, without cost to the City, except for Agency time to download and prepare CDs at an agreed upon hourly rate, with total costs not to exceed \$2,500.00. Electronic materials shall be furnished in readable and writeable/usable electronic form.

12. Patents and Copyrights

The Agency shall indemnify and hold harmless the City from any and all claims that the method of advertising and communications for the City and/or the preparation thereof infringe upon rights under any existing, valid United States patent or any valid copyright and/or trademark currently registered as such under the laws of the United States.

13. Contract Amendments

This Agreement may not be modified, amended, extended or augmented except by a writing executed by the parties hereto with the same formality as this Agreement, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

14. Accounting Records

The Agency shall be required to maintain financial and accounting records and any and all documents pertaining to this Agreement, expenditures/receipts hereunder, and performance hereunder. Such records shall be maintained by the Agency in accordance with generally accepted accounting principles and other procedures specified by the City. These records must be made available at all reasonable times to the City, and/or its designees, including but not limited to, the City Auditor and/or the Executive Director of the GJVCB, during the contract period and during any extension thereof and for three (3) years from the date of final payment under this Agreement or any extension thereof.

15. Other Services Not Covered

Should the Agency be called upon to perform any services not listed or described herein, and upon which it is not allowed a commission, both parties will negotiate in advance the service charge or fee to be charged.

16. Accuracy of Information

The City shall be responsible for the accuracy, completeness, propriety and truth of all information it furnishes or causes to be furnished to the Agency for purposes of obtaining Agency's services under this Agreement, and shall indemnify and hold harmless the Agency from all claims, costs, loss or liability, including reasonable attorneys' fees, resulting from or alleged to result from inaccuracy, incompleteness, impropriety or falsity of such information, unless the damage or injury is due to the negligent or purposeful act or failure to act by the Agency.

17. Ownership of Materials/Rights

All original advertising material or specific rights to material created or negotiated for by the Agency on behalf of the City, including but not limited to copy, photography, illustration, artists' layouts, design sketches or storyboards, shall be the property of the Agency until paid for by the City, and then shall become the property of the City.

18. Execution by Counterpart

This Agreement may be executed by separate counterpart and such counterparts when fully executed and taken together shall constitute a contract.

CITY OF GRAND JUNCTION

By: Laurie Kadrach, City Manager

Date

Attest:

Stephanie Tuin, City Clerk

Date

MILES MEDIA GROUP, LLLP

By: David Burgess
Chief Operating Officer

Date



Date: December 1, 2009
 Author: Irene Carlow
 Title/ Phone Ext: 4050
 Proposed Schedule: December
14, 2009
 2nd Reading
 (if applicable): _____

Attach 7
Advertising Services Contract Renewal for the
Visitor and Convention Bureau

CITY COUNCIL AGENDA ITEM

Subject: Advertising Services Contract Renewal for the Visitor and Convention Bureau
File # (if applicable):
Presenters Name & Title: Barbara Bowman, Division Manager, Visitor and Convention Bureau

Executive Summary:

This is the fifth and final year of the contract originally approved by Council on September 21, 2005 that resulted from the RFQ/RFP issued in 2005. The contract for advertising services is renewed annually in conjunction with adoption of the City's annual budget and the VCB's Marketing Plan for the upcoming year. VCB staff is requesting approval by Council of the 2010 Contract with Hill Marketing for advertising services.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Not applicable. This item is not related to development.

Action Requested/Recommendation:

Authorize the City Manager to execute a contract with Hill Marketing in the Amount of \$415,000 for Advertising Services for the Period January 1, 2010 – December 31, 2010.

Board or Committee Recommendation:

At the regular month meeting November 10, 2009, the VCB Board of Directors voted unanimously to recommend this contract award for 2010.

Background, Analysis and Options:

This is the fifth and final year of the contract originally approved by Council on September 21, 2005 that resulted from the RFQ/RFP issued in 2005. Six responsive and responsible proposals were received and three of those respondents were invited to make an oral presentation. A review panel consisting of VCB Board members, the VCB Director and three staff members, two members of the City management team and the City Purchasing Manager rated each agency on a set of established criteria.

Hill Marketing and Advertising received the highest ratings and was the unanimous selection of the panel.

A new RFQ/RFP for advertising services will be issued in 2010.

Financial Impact/Budget:

\$415,000 is budgeted for 2010.

Legal issues:

The contract has been reviewed by the City Attorney.

Other issues:

None.

Previously presented or discussed:

Attachments:

Contract

AGREEMENT
BETWEEN THE CITY OF GRAND JUNCTION
AND HILL MARKETING AND ADVERTISING, INC.,
D/B/A HILL & COMPANY, INTEGRATED MARKETING AND ADVERTISING

This agreement ("Agreement") is made and entered into by and between Hill Marketing and Advertising, Inc., d/b/a Hill & Company, Integrated Marketing and Advertising, a Colorado corporation ("Agency") and the City of Grand Junction, a Colorado municipal corporation ("City").

The City hereby appoints Agency as its advertising agency, and Agency hereby agrees to serve as advertising agency for the City, in accordance with and subject to the following terms and conditions.

For purposes of this Agreement, the City's representative will be the Director of Economic, Convention and Visitor Services who will provide the Agency, as appropriate, with required approvals and/or modifications to the Marketing Plan.

The parties agree as follows:

1. Agreement:

This Agreement incorporates the Request for Proposal and Agency's 2010 Marketing Plan by this reference. The Marketing Plan provides the scope of work to be performed by the Agency and serves as the basis for formation of an Agreement between the Parties. The Parties expressly agree that the Agreement may be modified by the City at any time during its term without penalty.

The total contract sum for 2010 shall not exceed \$415,000.00. The Parties further agree that the City may modify, amend or limit the Marketing Plan and its expenditures thereunder, within the aforementioned limits, as it may determine in its sole and absolute discretion, without penalty or recourse and subject to the terms of the balance of the Agreement, including, without limitation, paragraphs 11 & 13.

2. Governing Law:

The Agreement will be governed by the laws of the State of Colorado. Venue for any action arising out of or occurring under the Agreement or the performance or non-performance thereof, will be in Mesa County, Colorado.

3. Term:

The contract term is one year, from January 1, 2010, through December 31, 2010. A new Request for Proposal may be issued by the City in 2010. The Agency is and shall be allowed to respond to that Request for Proposal.

4. Compensation for Agency Services:

a. Production cost estimates shall be provided to the City for consideration and approval in advance of production. No project(s) shall proceed to production without written City approval thereof.

b. Any modifications or changes in the cost of any project over and above the cost estimate shown in the Marketing Plan shall be communicated to the City, in advance of production, and shall not be invoiced until approved by the City.

c. Agency shall submit to the City written cost estimates of anticipated costs for any and all expenditures over \$1,000.00. Schedules and cost estimates submitted shall be approved or denied by the City without unreasonable delay. The City's authorization of an expenditure or estimate shall be considered authorization to the Agency to incur liabilities contemplated thereby. Agency shall not proceed or otherwise incur any liability on the City's behalf without the City's approval pursuant to this paragraph.

d. Agency shall bill monthly for all Agency time spent on services for the City.

e. Invoices shall reflect the cost for each designated project.

f. All production will be billed to the City as work in process.

g. Media will be billed at net cost to the City.

h. Out-of-pocket expenses such as shipping, postage, long distance telephone and travel expenses (excluding travel for account servicing to Grand Junction) incurred by the Agency for work performed hereunder will be billed for reimbursement. Travel expenses shall be pre-approved by the City prior to being incurred.

i. Out-of-pocket expenses for typography, photography, illustration, broadcast production, printing and similar services shall be estimated for the City's consideration and approval before they are incurred. If approved, and with approval from the City, out-of-pocket expenses will be billed at the Agency's cost without markup. Any and all fees for services rendered by a subcontractor to the Agency, as well as the attendant expenses, will be billed through to the Agency, and the Agency will be paid by the City at cost to the Agency without markup.

j. A retainer of \$4,300.00 per month will be paid to cover account services by the Agency, which include, but are not limited to:

(1) Attendance at the Visitor & Convention Bureau Board of Director ("Board") Meetings, as requested by the City (not less than 4 times per year);

(2) Attendance at the Board retreat; and

(3) Account review/planning meetings with the City.

k. The total annual expenditures hereunder shall not exceed \$415,000.00. Any and all amounts incurred or expended by the Agency in excess of that sum will be deemed outside of this Agreement and the City shall have no liability therefore.

1. Payment for invoices shall be due thirty (30) days from invoice date, except in such instances when specific outside suppliers require cash advances to reserve time or materials, in which case the City will be responsible for advancing the Agency funds to meet such supplier needs.

m. Interest of 1½% per month will be charged on all overdue balances.

5. Prime Contractor Responsibilities:

The Agency will assume all responsibility for the performance of all required services, whether or not subcontractors are involved. The City will consider the Agency to be the primary point of contact with regard to all services provided pursuant to or under this Agreement and will not maintain contracts with any subcontractor of the Agency without Agency approval. The Agency will specify in advance the sub-contractors they intend to use and what their functions will be. The City retains the right to inspect any phase and/or any part of the Agency's work pursuant to or under this Agreement, whether on a continuing or a spot-check basis, including visits to the Agency's contractors or subcontractors.

6. Non-discrimination:

The Agency shall comply with all applicable City, State and Federal laws, rules and regulations including but not limited to those involving non-discrimination on the basis of race, color, religion, national origin, age, sex or handicap.

7. Assignment:

The Agency is prohibited from assigning, transferring, conveying, subletting or otherwise alienating this Agreement, or its rights, title or interest therein, or its power to execute such agreement to any other person, company, corporation or entity without the previous written approval of the City.

8. Benefit:

This Agreement is for the benefit of the Agency and the City and not for the benefit of any third party or person.

9. Compliance with the Law:

The Agency agrees to comply with all applicable Federal, State and local laws, rules and regulations in its performance hereunder.

10. Covenant against Contingent Fees:

The Agency warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Agency) to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity (other than a bona fide employee working solely for the Agency) any fee, commission, percentage, brokerage fee, gift or other consideration

on a basis that is contingent upon the award of this Agreement. For a breach or violation of this warranty, the City shall have the right to annul the Agreement without liability or, in its discretion, to deduct from the contract price, the full amount of such commission, percentage, brokerage or contingent fee.

11. Termination:

The City may terminate this Agreement for convenience at any time, without penalty, upon thirty (30) days' written notice to the Agency. If the City terminates for convenience, the Agency shall be entitled to compensation only for binding commitments made in connection with the production of advertising or marketing materials or services for the City which are not otherwise usable by the Agency.

The City reserves the right to immediately terminate this Agreement for cause. The following, without limitation, shall constitute cause for immediate termination by the City:

- a. If the Agency furnished any statement, representation, warranty or certification in connection with the Request for Proposal or the resultant Agreement which is materially false, deceptive, incorrect or incomplete;
- b. If the Agency fails to perform to the City's satisfaction any material requirement of the Agreement or is in violation of any specific contractual provision;
- c. If the City determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence of default.

In the event of a termination for cause, the City shall reimburse the Agency for its actual costs or contract debts resulting from the Agency's scope of services to date, and the City reserves the right to reassign the Agreement to another Agency without re-bidding.

The parties expressly acknowledge and agree that this Agreement is subject to termination if the City shall enact a statute, ordinance, law, rule or regulation which removes its authority or ability to engage in such activities, or if funds are not available from the lodging tax for the purposes of this Agreement.

In the event of termination, the Agency shall furnish, upon the City's request, copies of all materials related to its performance hereunder, whether finished or in preparation at the time of termination. Any materials for which the Agency is or has been reimbursed by the City shall become the property of the City. "Materials" hereunder shall include, without limitation, proposals, specifications, procedures, systems, photographs, copy, videos and/or other recordings, and all contents of web sites or pages created hereunder. Materials shall be furnished without cost to the City, except for agency time to download and prepare CDs at agreed upon hourly rate, not to exceed \$2,500.00, in the form they were or are created and/or used, such that any electronic data will be furnished in readable and writable/usable electronic form.

12. Patents and Copyrights:

The Agency shall indemnify the City and hold it harmless from any and all claims that the method of advertising and communications for the City and/or the preparation thereof infringe upon rights under any existing, valid United States patent or any valid copyright and/or trademark currently registered as such under the laws of the United States.

13. Amendments:

This Agreement may not be modified, amended, extended or augmented except by a writing executed by the parties hereto with the same formality as this Agreement, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

14. Accounting Records:

The Agency shall be required to maintain financial and accounting records and any evidence pertaining to the Agreement and expenditures thereunder and/or performance thereof in accordance with generally accepted accounting principles and other procedures specified by the City. These records must be made available at all reasonable times to the City, and its designees, including but not limited to, the City Auditor and/or the Director of Economic, Convention and Visitor Services, during the Agreement period and any extension thereof and for three (3) years from the date of final payment under the Agreement or any extension thereof.

15. Other Services Not Covered:

Should the Agency be called upon to perform any services not listed above and on which it is not allowed a commission, both parties will negotiate in advance the service charge or fee to be charged.

16. The City shall be responsible for the accuracy, completeness, propriety and truth of all information it furnishes or causes to be furnished to the Agency in connection with Agency's performance under this agreement. Unless the damage or injury is due to the negligent or purposeful act or failure to act by the Agency, City shall indemnify and hold the Agency harmless from all claims, costs, loss or liability, including reasonable attorney's fees, resulting from City's failure to fulfill its obligations under this Agreement.

17. All original advertising material or specific rights to material created or negotiated for, on behalf of City, such as copy, photography, illustration, artists' layouts or design sketches and storyboards are the property of the Agency until paid for, and then become the property of the City.

18. This Agreement may be executed by separate counterpart and when fully executed and taken together shall constitute a contract.

Agreed by:

CITY OF GRAND JUNCTION

HILL MARKETING AND ADVERTISING, INC.,
d/b/a HILL & COMPANY, INTEGRATED
MARKETING AND ADVERTISING

By: _____
Laurie Kadrach, City Manager

By: _____
Linda Hill, President

Date

Date

Attest:

Stephanie Tuin, City Clerk

Date



Date: 12/3/09
 Author: Trent Prall
 Title/ Phone Ext: Engineering
Manager / 256-4047
 Proposed Schedule:
12/14/09
 2nd Reading
 (if applicable): _____

Attach 8
521 Drainage Authority Revised IGA

CITY COUNCIL AGENDA ITEM

Subject: 521 Drainage Authority Revised IGA
File # (if applicable): N/A
Presenters Name & Title: Laurie Kadrich, City Manager Eric Mende, 521 Drainage Authority Manager

Executive Summary:

A revised Intergovernmental Agreement (IGA) to allow the Authority to take over Grand Junction’s Colorado Discharge Permit System (CDPS) Stormwater Discharge Permit and to provide greater enforcement capability on construction sites.

How this item relates to the draft Comprehensive Plan Goals and Policies:

This Intergovernmental agreement (IGA) is necessary in order to complete the “upload” of the City’s permit to the 5-2-1 Drainage Authority. The revised IGA harmonizes with the goals and policies of the Comprehensive Plan in several ways:

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

The IGA represents a collaborative effort between Mesa County, City of Grand Junction, City of Fruita, Town of Palisade and the Grand Valley Drainage District and the 5-2-1 Drainage Authority to consistently adhere to stormwater regulations throughout the Grand Valley.

Action Requested/Recommendation:

Authorize the Mayor to sign the revised IGA on behalf of the City of Grand Junction.

Board or Committee Recommendation:

The 5-2-1 Drainage Authority Board and Technical Advisory Committee has reviewed all the IGAs to ensure consistency in the services to be uploaded. Both the committee and the board recommend that the revised IGA be adopted.

Background, Analysis and Options:

The 521 Drainage Authority was created in 2004 by five local governmental contracting parties to address multi-jurisdictional regional stormwater quantity (flooding) and water quality (pollution) issues. The contracting parties are the City of Grand Junction, Mesa County, Town of Palisade, Grand Valley Drainage District and City of Fruita.

The City has been responsible for meeting the terms of its CDPS stormwater discharge permit since 2003. In November 2008 the Authority signed an IGA with Grand Junction that allowed the Authority, serving as contractor to Grand Junction and other Authority parties, to take some of the CDPS services from all contracting parties, including Grand Junction, by December 1, 2008. These services included:

- Providing the Public Education and Outreach program;
- Providing the Construction Site and Post-Construction Runoff Control stormwater programs;
- Provide planning, engineering and inspection services for private and public capital projects;
- Providing specific stormwater training to the public and municipal staff; and
- Auditing municipal Illicit Discharge Detection and Elimination and Pollution Prevention/Good Housekeeping stormwater programs.

The City retained jurisdiction for stormwater operations and maintenance and spill response and remediation within its own system.

This IGA revision allows the Authority to apply for a Valley-wide CDPS discharge permit in late 2009 on behalf of Grand Junction and the other contracting parties. The IGA revision also allows the Authority greater enforcement authority to issue Notices of Violation and Cease and Desist Orders on active and permanent construction sites that are not in compliance with the CDPS stormwater construction site requirements.

Options: The option would be to not sign the IGA which would leave the responsibility to meet the State's discharge permit with the City.

Summary of Major Changes to CPDS MS4 Services Intergovernmental Agreement
12/08 IGA versus 12/09 IGA

Note: These changes are common to the IGAs with Grand Junction, Palisade, and Mesa County, except as noted. The IGA with Grand Valley Drainage District contains identical provisions, except for permitting/ enforcement provisions. The GVDD IGA is structured differently because GVDD does not have land use authority.

IGA Section	2008 IGA Provisions	2009 IGA Provisions
Recitals	3 rd recital references potential new “fee for service” entities. 5 th recital references existing MS4 Permit.	References to fee for service entities and existing MS4 permits removed. New (6 th and 7 th) recitals added. 7 th recital references intent of parties for Authority to hold MS4 Permit, allowing termination of existing (entity) MS4 permit.
Section 1 – Duties of Authority	Authority required to perform services identified in Appendix A (Scope of Services)	Adds provision that Authority will have full responsibility for MS4 Permit as of Authority Permit effective date. (effective date target is 1/1/2010)
Section 2 – Duties of (Entity)	(Entity) provides basic documentation and assistance to Authority. (Entity) to assist Authority with consolidated MS4 Permit application/ submittal.	Adds specific (entity) duties in new paragraphs iv. through ix. iv. – Authority added as external review agency. v. – Requires (entity) capital projects to be subject to Authority stormwater permitting / review. vi. – Authorizes Authority to conduct enforcement activities (issue NOVs). <u><i>In County only – Authority personnel are designated as Code Enforcement Officers.</i></u> vii. - Requires (entity) to provide legal support for Authority enforcement actions. viii. – Requires (entity) to maintain effective IDDE program. ix. – Requires (entity) to maintain effective Pollution Prevention and Good Housekeeping for Municipal Operations program. Paragraph D.i. – Adds liability provisions making (entity) liable for costs incurred by Authority if (entity) is the cause of a State issued fee, fine, or compliance order to the Authority. Paragraph D.ii. – Entity retains liability for findings of non-compliance that occur before the effective date of the Authority MS4 Permit.
Section 3 - Term	(Entity) retains review/permit/ oversight responsibility for all projects in the system before 12/1/08.	Provides for Authority administration of all existing permits as of the effective date of new Authority MS4 Permit.
Section 6 - Indemnification	Basic reciprocal indemnification clause	Expanded clause adds Authority liability insurance requirement of \$1M and applies Colorado Governmental Immunity Act.
Scope of Work Sections A.iii.	Excludes enforcement activities from Authority	Allows Authority to conduct enforcement actions per Section 2.A.vi. of Agreement.

and A.v.	duties. Provides process for enforcement referrals.	
Scope Section D	Establishes Technical Advisory Committee (TAC)	TAC provisions moved to new Section E. New Section D. adds provision for Authority to diligently maintain valley- wide Authority MS4 Permit.

Financial Impact/Budget:

Grand Junction's contribution, as a contracting Authority party, was \$198,000 per year in 2009. However the 2010 5-2-1 Drainage Authority budget does not include any funding from City of Grand Junction or Mesa County and will rely on existing fund balance to complete the 2010 work plan.

Legal issues:

The City Attorney's office has reviewed the attached revised IGA.

Other issues:

None

Previously presented or discussed:

This item has not previously been considered.

Attachments:

Revised IGA between City of Grand Junction and 521 Drainage Authority for Provision of Colorado Discharge Permit System (CDPS) Municipal Separate Storm Sewer (MS4) Stormwater Phase II Permit Services.

INTERGOVERNMENTAL AGREEMENT
FOR PROVISION OF COLORADO DISCHARGE PERMIT SYSTEM (CDPS)
MUNICIPAL SEPARATE STORM SEWER (MS4)
STORMWATER PHASE II PERMIT SERVICES

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2009 by and between the 5-2-1 DRAINAGE AUTHORITY (“Authority”), a political subdivision of the State of Colorado, and the CITY OF GRAND JUNCTION (“City”), a political subdivision of the State of Colorado, by and through its City Council, with its principal office located at 250 N. 5th Street, Grand Junction, Colorado 81501.

RECITALS:

WHEREAS, Authority was created by an Intergovernmental Agreement on June 14, 2004, pursuant to CRS 29-1-204.2, as amended, by and between Mesa County, the Town of Palisade, the City of Grand Junction, the City of Fruita and the Grand Valley Drainage District (formerly known as Grand Junction Drainage District) referred to as “Contracting Parties,” to provide storm water related services within and across their respective jurisdictions, and

WHEREAS, Colorado law allows the Authority to accept responsibility for compliance with State Stormwater Phase II permits and procedures on behalf of the Contracting Parties, and

WHEREAS, it is consistent with the intent and purposes of the Authority to provide consolidated services to entities within its jurisdictional boundaries necessary for compliance with Colorado Discharge Permit System (CDPS) Municipal Separate Storm Sewer System (MS4) Stormwater Phase II regulations, and

WHEREAS, all of the areas subject to CDPS MS4 Stormwater Phase II discharge permitting within the jurisdictional boundaries of the City, as identified by the Bureau of the Census and the Colorado Department of Public Health and Environment (“CDPHE”) lie within the jurisdictional boundaries of the Authority, and

WHEREAS, the City has placed a high priority on functional stormwater management and stormwater quality and is desirous of obtaining a consolidated CDPS MS4 Stormwater Phase II Discharge Permit Services Agreement with the Authority and Authority is desirous of providing the same, and

WHEREAS, in order to provide the community with the best service possible, Authority commits to being cooperative, helpful, and responsive to the developers and/or property owners of sites that require oversight, and

WHEREAS, the Authority has submitted a Permit Application to CDPHE for a consolidated, MS4 permit to be held by the Authority and under which the City will obtain and receive future MS4 permit coverage, thereby terminating the responsibility, administration, and management of the existing MS4 permit held by the City.

NOW, THEREFORE, in consideration of the recitals, terms, conditions and mutual benefits herein contained, the Authority and the City agree as follows:

1. Duties of the Authority. The Authority shall provide CDPS MS4 Stormwater Phase II permit services on behalf of the City upon terms and conditions hereinafter set forth. The Authority will provide for the City the Services stated in the scope of work attached hereto as Exhibit A and incorporated by this reference as if fully set forth. On the effective date of the CDPS MS4 Permit issued to the Authority by CDPHE, Authority shall exercise full responsibility for the administration and management of CDPS MS4 Program compliance for the City as an entity covered under the MS4 Permit held by Authority.
2. Duties of the City
 - A. The City agrees to reasonably assist the Authority with the performance of the Authority's duties as defined in Exhibit A of this Agreement by:
 - i. Providing accurate records, files, mapping, mailing lists and other documents and information necessary to establish the jurisdictional boundaries, type and ownership of properties within the jurisdictional boundaries, and physical facilities of the City for which the Authority will be providing services, and shall reasonably provide any updates or changes to this information as needed.
 - ii. Assisting with public education and participation activities performed as part of Authority's duties listed under Section A.i. and A.ii. of Exhibit A.
 - iii. Providing assistance with scheduling and coordinating training sessions for City staff, and audits of City facilities as required by Sections B.i.d. and e., and Sections B.ii.a. and b. of Exhibit A.
 - iv. Identifying the Authority as an external review agency for projects subject to Authority Construction Stormwater Management Plan review and Stormwater Construction Permit activities.
 - v. Requiring City capital projects disturbing equal to or greater than 1 acre within the MS4 Permit jurisdiction of the Authority be subject to Authority Construction Stormwater Management Plan review and Stormwater Construction Permit provisions.

- vi. Authorizing the Authority to issue a Notice of Violation (NOV) to a Stormwater Construction Permit holder and/or property owner for violation of the Mesa County / Grand Junction Stormwater Management Manual and/or Colorado Law concerning CDPS MS4 permit requirements, pursuant to Authority duties under Section A.iii., A.iv., and A.v. of Exhibit A.
 - vii. Providing City legal and technical staff assistance to the Authority for enforcement activities associated with the provisions of paragraph A.iv above.
 - viii. Maintaining an effective Illicit Discharge Detection and Elimination (IDDE) Program for facilities owned and operated by the City, compliant with CDPHE regulations and MCM 3 of the Authority CDPS MS4 Program Description, which is on file with the Authority.
 - ix. Maintaining an effective Pollution Prevention and Good Housekeeping Practices for Municipal Operations Program for facilities owned and operated by the City, compliant with CDPHE regulations and MCM6 of the Authority CDPS MS4 Program Description, which is on file with the Authority.
- B. The City agrees to reasonably provide current and historic documentation such as previous permit program descriptions and annual reports, current resolutions, current construction and post-construction permit files, and other technical data necessary for the Authority to maintain an MS4 permit.
- C. The City shall inform Authority, and provide a duplicate copy of, any permit related correspondence with regulatory agencies which may affect Authority's performance of its duties under Section 1 of this Agreement.
- D. The City agrees to take no intentional actions or perform any activity that can reasonably be foreseen to jeopardize the compliance status of the Authority's MS4 permit with the CDPHE.
- i. The City agrees that if the Authority is found to be in violation of its CDPS MS4 Permit by CDPHE, and the violation can be attributed to an action on the part of the City, the City shall be liable for any associated fee, fine, compliance order or penalty incurred by the Authority and shall assist the Authority in addressing, mitigating, or responding to the violation.
 - ii. The City agrees that it retains liability for findings by CDPHE of non-compliance against the CDPS MS4 Permit previously held by the City (COR -090077), and any associated fee, fine, compliance order, or penalty charged thereto.

3. Term. The Authority and City agree that their respective duties under this agreement shall commence on the effective date of the Authority's CDPS MS4 Phase II Stormwater Permit issued by CDPHE, and continue for a period concurrent with the life of the Authority's CDPS MS4 Phase II Stormwater permit, subject to the following:
 - A. Beginning on the effective date of the Authority CDPS MS4 Permit, the Authority shall administer all remaining permit activities, including inspections and eventual permit inactivation for all remaining active construction sites originally permitted by the City.
 - B. Either party may initiate a review and negotiated modification of this agreement on a yearly basis, beginning no sooner than October 1st of each calendar year, to take effect January 1st of the subsequent year. Amendments or modifications of this Agreement shall require written agreement executed by the parties hereto.
 - C. Notwithstanding any provision herein contained, either party may terminate the Agreement upon written notification to the remaining party One Hundred twenty (120) calendar days in advance of such termination date. Upon receipt of a notice of intent to terminate, both parties are individually responsible for informing the State of the future change in permit coverage. Upon termination or expiration of this Contract, Authority shall immediately cease service work, and deliver to the City all documents, keys, papers, calculations, notes, reports, drawings, or other technical papers prepared by or provided to Authority under the terms of this Contract.
4. Fee for Service. By virtue of their status as an original contracting party of the Authority and their continued annual financial contributions thereto, commensurate with the services rendered to City by the Authority as identified in Exhibit A, no specific fees for specific services shall apply to City under this Agreement.
5. Relationship between Parties. Authority is contracted only for the purpose and to the extent set forth in this agreement, and its relationship to the City shall be that of independent contractor.
6. Indemnification Reciprocal. The parties to this Agreement agree that each party shall bear responsibility for its own negligence and neither shall be responsible for indemnifying the other pertaining to the subject matter of this agreement. Notwithstanding the foregoing provision, the Authority agrees and commits to keep in full force and effect a general operations liability policy in an amount not less than \$1,000,000.00 for a single occurrence. Nothing herein shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act ("GIA") as now exists, or as may be hereafter

amended, as pertains to limits on liability by governmental entities for claims or injuries to persons or property. Liability for damages for activities conducted by either party via this contract shall be controlled and limited in accordance with the GIA notwithstanding any provision of this Agreement.

7. Assignment. Neither party shall assign such party's rights or interest under this agreement without the prior written consent of the other.
8. Entire Agreement. This agreement shall constitute the entire agreement between the Authority and the City. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.
9. Amendment. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.
10. Non-Waiver. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement or the waiver of any breach of any of the terms and conditions of this agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
11. Venue. This agreement is formed in accordance with laws of the State of Colorado and venue for any action hereunder shall be in the District Court of Mesa County, Colorado.
12. Standard of Care. The Authority shall fully and faithfully perform the work required under this Agreement in accordance with the appropriate standards of care, skill, training, diligence and judgment provided by contractors who perform work of a similar nature to the work described in this Agreement.
13. Dispute Resolution. Disputes arising under, out of or related to this Agreement or the work which is the subject of this Agreement shall be first addressed by informal means by and among technical staff and management of the parties to the Agreement. If informal means are unsuccessful disputes shall be mediated using an independent third party. . If both informal means and mediation are unsuccessful, the parties expressly reserve the right to arbitrate or file a cause of action pursuant to the Colorado Rules of Civil Procedure under CRS 13-22-201. The parties hereto agree that attempts at informal resolution and mediation shall be a precondition to other action being taken.

14. Cooperation with City. In providing services in regards to the subject matter of this agreement, the board of Directors of the Authority shall work cooperatively and in good faith with the City.
15. Agreement Provisions Severable. If any of the provisions of this agreement are deemed to be invalid or unenforceable, such provisions shall be deemed severable from the remainder of this agreement and shall not cause the invalidity or unenforceability of the remainder of this agreement. If any provisions shall be deemed invalid because of its scope, this provision shall be deemed valid to the extent of the scope permitted by law.

END OF AGREEMENT

5-2-1 DRAINAGE AUTHORITY

CITY OF GRAND JUNCTION

By _____
David Walker, Chairman

By _____
Bruce Hill, Mayor

ATTEST:

ATTEST:

Richard Bowman, Secretary

Stephanie Tuin, City Clerk

[Corporate Seal affixed here]

[Corporate Seal affixed here]

EXHIBIT A
SCOPE OF WORK

- A. Authority shall budget for, administer, coordinate, and perform all the following program elements shown as Minimum Control Measures (MCM's) within the Authority's CDPS MS4 Phase II Stormwater Management Program Description (attached) beginning on the effective date of the Authority Permit, subject to the specific terms of the Agreement.
- i. All Public Education and Outreach activities described under MCM1 within the Authority's Stormwater Phase II Program Description, as approved by the CDPHE.
 - ii. All Public Participation and Involvement activities described under MCM2 within the Authority's Stormwater Phase II Program Description, as approved by CDPHE.
 - iii. Construction program activities as described under MCM4 within the Authority's Phase II Stormwater Program Description, as approved by CDPHE, specifically including review and approval of Construction Site Stormwater Management Plans (CSWMPs), issuance of Construction Stormwater Permits, and associated construction related inspection and auditing activities.
 - iv. Post-Construction program activities as described under MCM5 within the Authority's Phase II Program Description, as approved by CDPHE, specifically including: review and approval of Post Construction BMPs contained within Final Drainage Reports or other applicable documents; associated post-construction inspection and auditing activities.
 - v. Authority shall work directly with developers and/or property owners of sites that require Stormwater Construction Permits and Post-Construction BMPs to maintain sites in compliance with stormwater quality requirements contained within the Authority's CDPS MS4 Stormwater Phase II discharge permit, without involvement of the City, per standard Authority procedures. If continued non-compliance, or blatant disregard of stormwater requirements is documented by the Authority, or work is being done without appropriate approvals and permits and enforcement actions are necessary, then it shall be Authority's responsibility to initiate enforcement actions pursuant to the authority granted to the Authority's staff as described under Section 2, Paragraph A.vi. of the Agreement. Upon initiation of enforcement activities, the Authority shall provide documentation, field support, testimony, or other support as needed, for legal actions initiated by City.

- vi. Authority and City agree they have mutual and individual obligations under the Agreement to initiate and perform enforcement activities in order to maintain compliance with the CDPS MS4 permit provisions.
- B. To the extent allowed by law, the Authority shall budget for, administer, coordinate and perform the following tasks, associated with program elements shown as Minimum Control Measures (MCM's) within the Authority's CDPS MS4 Phase II Stormwater Management Program Description.
- i. Illicit Discharge Detection and Elimination (IDDE) activities specifically identified below and described under MCM3 within the Authority Phase II Program Description, as approved by CDPHE.
 - a. Operation of the 5-2-1 Hotline.
 - b. Coordination and performance of storm drain system mapping efforts.
 - c. Continuation of pollution awareness efforts, such as the billboard campaign, and distributing items such as brochures pencils, magnets, and stickers with the Hotline phone number.
 - d. Coordinate training activities for City's field staff.
 - ii. The Authority shall audit the City's IDDE program on an annual basis to ensure City is maintaining an effective program in compliance with Authority's CDPS MS4 Permit and program description.
 - iii. Pollution Prevention and Good Housekeeping for Municipal Operations activities specifically identified below and described under MCM6 within the Authority Phase II Program Description, as approved by the State of Colorado.
 - a. Coordinate training activities for City's staff to ensure compliance with Authority's MCM6 Program Description.
 - b. The Authority shall audit the City's Pollution Prevention and Good Housekeeping for Municipal Operations program on an annual basis to ensure City is maintaining an effective program in compliance with the Authority's CDPS MS4 Permit and program description.
- C. The Authority shall inform the City, and provide a duplicate copy of, any permit related correspondence with regulatory agencies which may affect the City's operations or the City's performance of its duties under Section 2 of this Agreement.

- D. The Authority shall diligently maintain the Grand Valley-wide CDPS MS4 Phase II Stormwater Permit, held by the Authority, consistent with State of Colorado regulations and approval criteria, to ensure continued coverage of the City as an entity covered under said Permit. Authority shall coordinate with CDPHE on the type and extent of any submittals required, accumulate documents and/or prepare or coordinate creation of new documents as required for the submittals.
- i. Authority shall administer, maintain, prepare annual reports for, and renew the Phase II permit.
 - ii. Authority may pursue CDPHE approval and/or designation as a qualified local program for the construction permitting program for implementation within the Permit Area.
 - iii. Nothing in this section is intended to force Authority to continue to hold a CPDS MS4 Stormwater Phase II Permit on behalf of the City in violation of CDPHE approval criteria or in violation of applicable law. It is understood that the CDPHE retains the right to rescind Authority's ability to hold the CPDS MS4 permit on behalf of City if future conditions so warrant.
- E. Authority shall maintain a Technical Advisory Committee (TAC), chaired by the Authority Manager, and comprised of staff representatives from all parties represented on the Board of the Authority. Staff representatives to the TAC shall be determined solely by their respective entities and shall be the primary conduit for communicating information between their organization and the Authority. The general role of the TAC is to provide recommendations and advice to the Authority Board and Authority Manager on technical, strategic planning, and permit compliance issues, in order to assist the Authority in performing its duties identified in the Agreement(s).
- i. The Authority Manager shall hold TAC meetings at least monthly, or at such other frequency as determined by the TAC members.
 - ii. The Authority Manager is responsible for ensuring the Board is kept informed of issues being discussed by the TAC, transmitting recommendations and advice from the TAC to the Authority Board, and for transmitting information from the Board to the TAC.
 - iii. The Authority Manager shall apprise TAC members and seek recommendations from the same before seeking board decisions or implementing activities directly associated with the CDPS MS4 permit compliance commitments of the contracting parties. For Board decisions or implementation activities directly associated with MS4 permit compliance

commitments of an individual party, the Authority Manager shall forward to the Board for consideration any areas of disagreement or discussion as requested by any TAC member.

END OF EXHIBIT A



Date: November 12, 2009

Author: Brian Rusche

Title/ Phone Ext: x. 4058

Proposed Schedule:

December 14, 2009

Attach 9
Public Hearing – Matthews Enclave Annexation and Zoning, Located along the Colorado River West of 25 Road and South of the Riverside Parkway

CITY COUNCIL AGENDA ITEM

Subject: Annexation and Zoning of the Matthews Enclave, Located along the Colorado River West of 25 Road and South of the Riverside Parkway

File #: ANX-2009-209

Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

A request to annex 10.53 acres of enclaved property, including 0.83 acres of public right-of-way, located along the Colorado River west of 25 Road and south of the Riverside Parkway. The Matthews Enclave consists of one privately-owned parcel and portions of two publicly-owned parcels, which are requested to be zoned to a CSR (Community Services and Recreation) zone district.

Under the 1998 Persigo Agreement with Mesa County, the City is to annex all enclave areas within five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. The Matthews Enclave has been enclaved since January 16, 2005.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

Annexation of this enclave will create consistent land use and zoning designations along this stretch of the Colorado River.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Publication of the Annexation and Zoning Ordinances.

Board or Committee Recommendation: On November 10, 2009 the Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to a CSR (Community Services and Recreation) zone district to be consistent with the Growth Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.

Background, Analysis and Options:

See attached Staff Report and Background Information.

Financial Impact/Budget: N/A

Legal issues: None

Other issues: None

Previously presented or discussed: On November 2, 2009, the City Council adopted a Resolution of Intent to Annex the Matthews Enclave, set a hearing date for December 14, 2009 for annexation and exercised land use control.

On November 30, 2009, the City Council introduced a proposed Zoning Ordinance and set a hearing date for December 14, 2009.

Attachments:

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

STAFF REPORT / BACKGROUND INFORMATION				
Location:		Along the Colorado River west of 25 Road and south of the Riverside Parkway		
Applicants:		City of Grand Junction		
Existing Land Use:		Undeveloped		
Proposed Land Use:		Conservation		
Surrounding Land Use:	North	Public Trail		
	South	Colorado River		
	East	Undeveloped		
	West	Colorado River		
Existing Zoning:		County RSF-R (Residential Single Family Rural)		
Proposed Zoning:		CSR (Community Services and Recreation)		
Surrounding Zoning:	North	CSR (Community Services and Recreation)		
	South	CSR (Community Services and Recreation)		
	East	CSR (Community Services and Recreation)		
	West	CSR (Community Services and Recreation)		
Growth Plan Designation:		Conservation		
Zoning within density range?		X	Yes	No

This annexation area consists of 10.53 acres, including one privately-owned parcel and portions of two publicly-owned parcels, along with 0.83 acres of public right-of-way.

Under the 1998 Persigo Agreement with Mesa County the City is to annex all Enclave areas within five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. The Matthews Enclave has been enclaved since January 16, 2005.

The following annexation and zoning schedule is being proposed.

MATTHEWS ENCLAVE ANNEXATION SCHEDULE

11/2/2009	Notice of Intent to Annex (30 Day Notice), Exercising Land Use
11/10/2009	Planning Commission considers Zone of Annexation
11/30/2009	Introduction Of A Proposed Ordinance on Zoning by City Council
12/14/2009	Public Hearing on Annexation and Zoning by City Council
1/15/2010	Effective date of Annexation and Zoning

MATTHEWS ENCLAVE ANNEXATION SUMMARY		
File Number:		ANX-2009-209
Location:		Along the Colorado River west of 25 Road and south of the Riverside Parkway
Tax ID Number:		2945-094-00-142 - Matthews 2945-094-00-933 - Mesa County 2945-094-00-947 - City of Grand Junction
# of Parcels:		Three (3)
Estimated Population:		None
# of Parcels (owner occupied):		None
# of Dwelling Units:		None
Acres land annexed:		10.53 acres
Developable Acres Remaining:		None – all located within 100 yr. floodway
Right-of-way in Annexation:		0.83 acres
Previous County Zoning:		County RSF-R (Residential Single Family Rural)
Proposed City Zoning:		CSR (Community Services and Recreation)
Current Land Use:		Undeveloped
Future Land Use:		Conservation
Values (Matthews Parcel only):	Assessed:	\$3,480
	Actual:	\$12,000
Address Ranges:		N/A
Special Districts:	Water:	N/A
	Sewer:	Persigo 201
	Fire:	Grand Junction Rural Fire District
	Drainage:	Grand Valley Drainage District
	School:	Mesa County Valley School District #51
	Pest:	N/A

Staff Analysis:

Zone of Annexation: The requested zone of annexation to a CSR (Community Services and Recreation) zone district is consistent with the Growth Plan designation of Conservation. The existing zoning is County RSF-R (Residential

Single Family Rural). Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6.A.3 and 4 as follows:

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

Response: The CSR (Community Services and Recreation) zone is consistent with the Growth Plan - Future Land Use Map designation of Conservation and furthers Goal 20 and, more specifically, Policy 20.2, which states that the City and County will support efforts to maintain or improve the quality of green spaces along the Colorado and Gunnison Rivers.

All of the surrounding property is already zoned CSR.

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

Response: There are no services available to the subject property, which lies entirely within the 100 year Floodway of the Colorado River. The floodway prohibits development, with the exception of open space and associated amenities such as trails.

The CSR zone district includes open space areas, is used to prevent environmental damage to sensitive areas, and to limit development in areas where police or fire protection, protection against flooding by storm water, or other services or utilities are not readily available (ZDC Section 3.4.1.1).

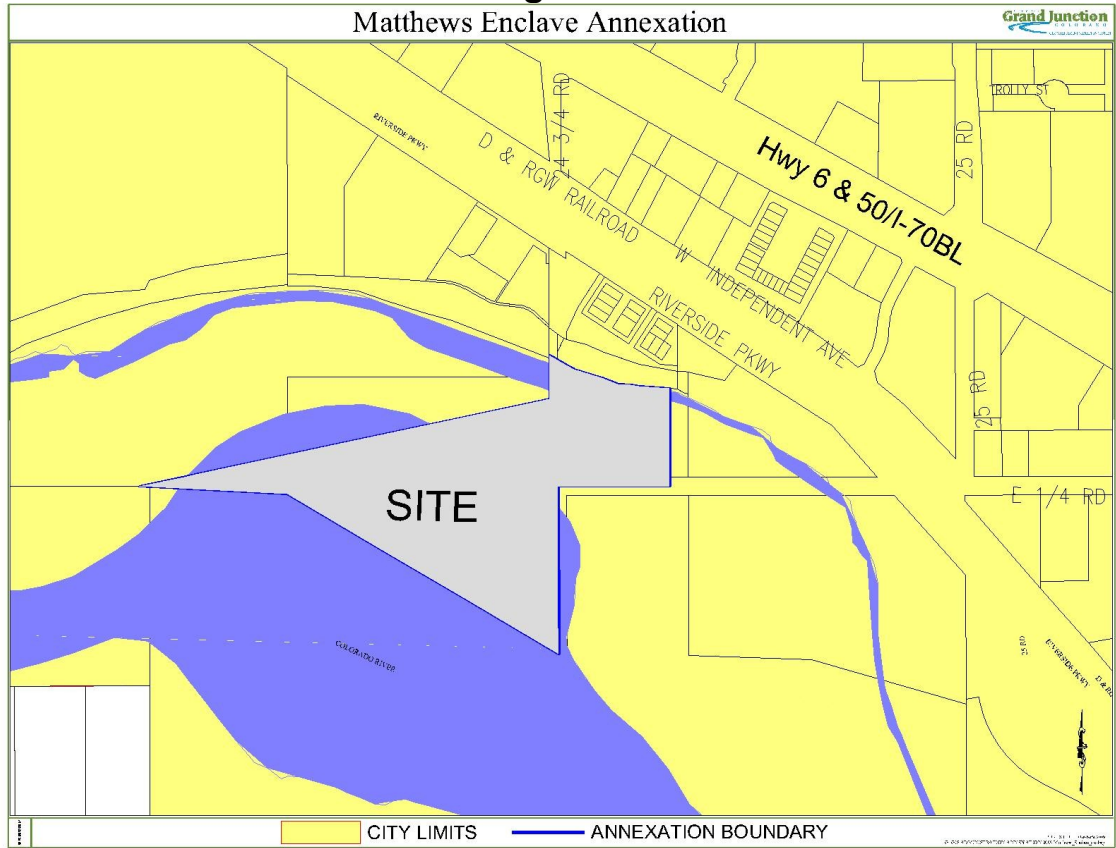
Therefore, the proposed zoning is consistent with the inability of the land to be provided with public services.

Alternatives: The following zone districts would also be consistent with the Growth Plan designation for the subject property:

1. There are no other zoning districts that implement the Future Land Use designation of Conservation other than CSR.

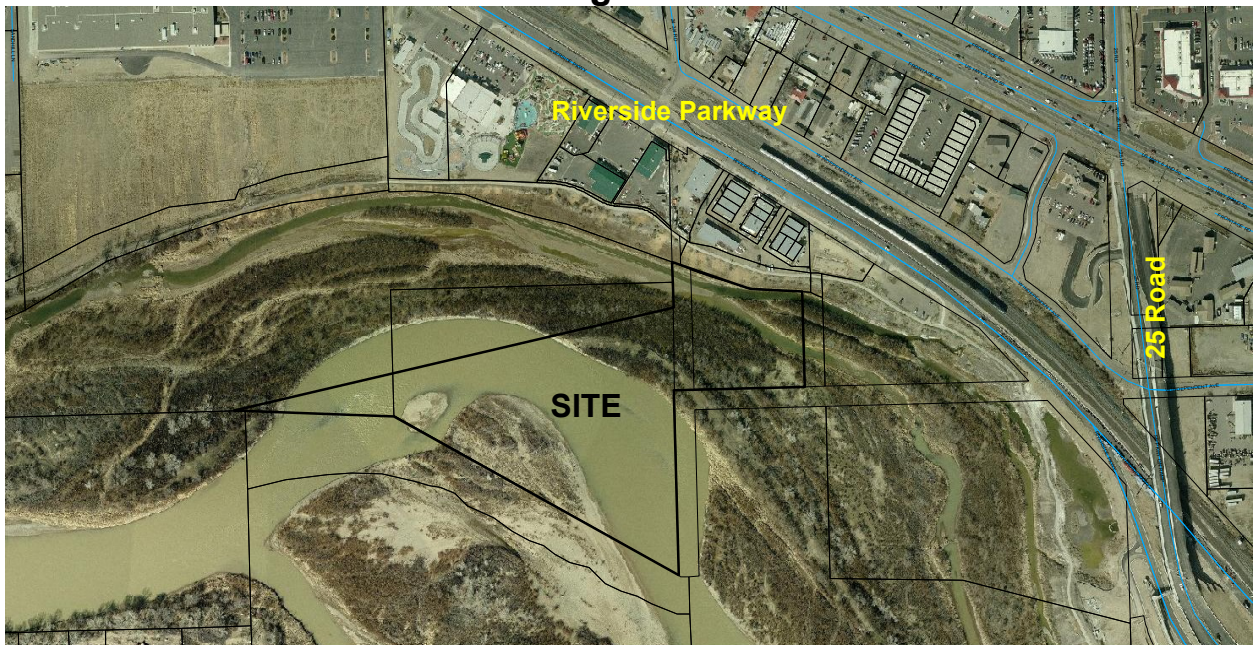
Annexation - Site Location Map

Figure 1



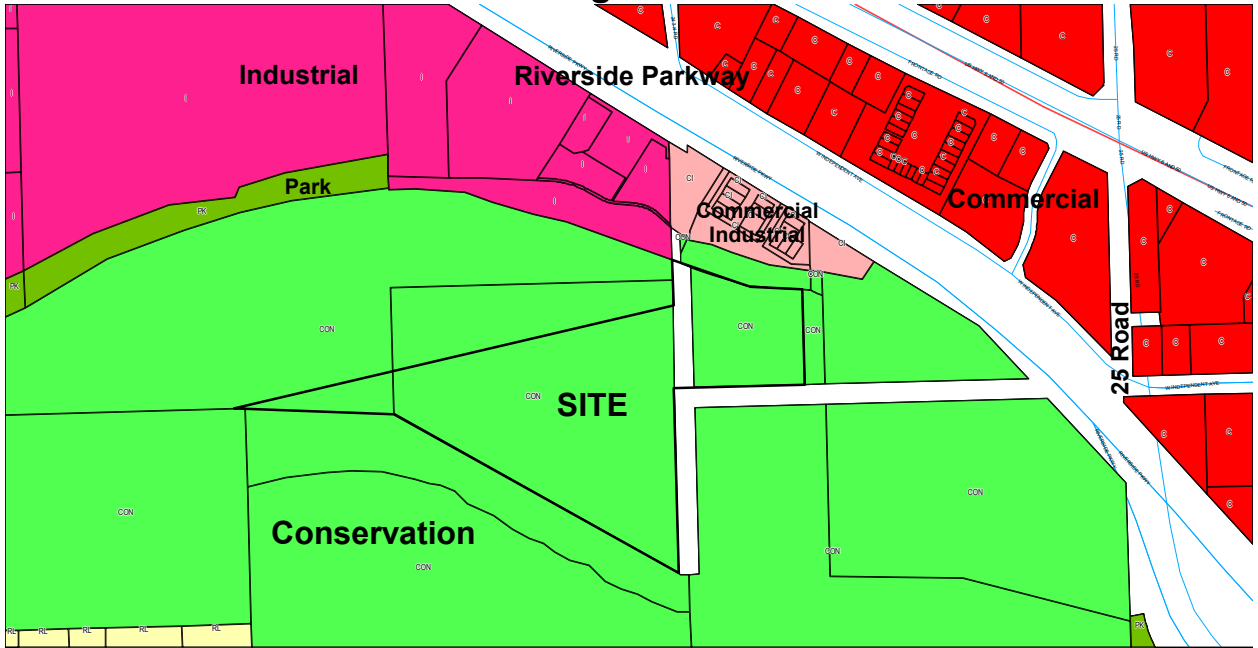
Aerial Photo Map

Figure 2



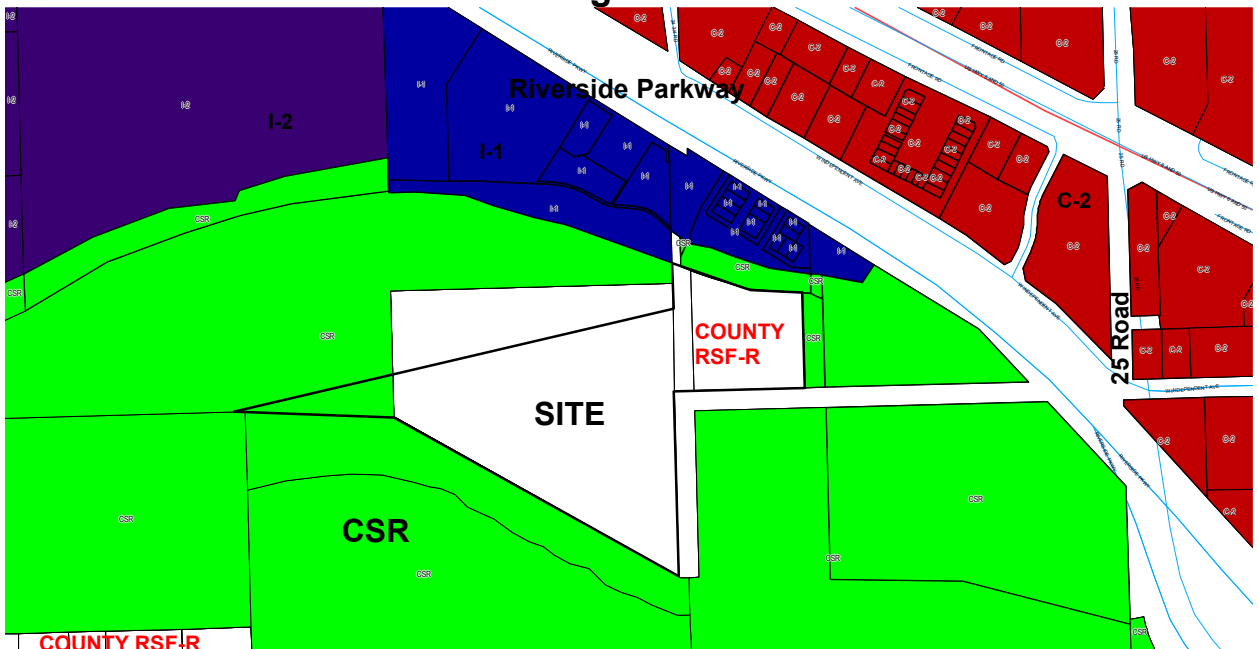
Future Land Use Map

Figure 3



Existing City and County Zoning Map

Figure 4



Note: The GIS Zoning Map incorrectly displays the zoning based on parcel boundaries. Previous annexations have included only portions of the subject parcels and, therefore, have only zoned portions of those parcels.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

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

MATTHEWS ENCLAVE ANNEXATION

**LOCATED ALONG THE COLORADO RIVER
WEST OF 25 ROAD AND SOUTH OF THE RIVERSIDE PARKWAY**

CONSISTING OF APPROXIMATELY 10.53 ACRES

WHEREAS, on the 2nd day of November, 2009, the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction the following described territory, commonly known as the Matthews Enclave; and

WHEREAS, a hearing and second reading on the proposed annexation ordinance was duly held after proper notice on the 14th day of December, 2009; and

WHEREAS, the area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than three (3) years, pursuant to C.R.S. 31-12-106(1);

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

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

MATTHEWS ENCLAVE ANNEXATION

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 9, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, being an enclave bounded by the Reece Ice Skating Inc Annexation, Ordinance No. 3698, The Blue Heron Annexation, Ordinance No. 2549, the Hytech Hydronic Systems Inc Annexation, Ordinance No. 2985 and the Blue Heron II Annexation, Ordinance No. 2685, lying entirely within the plat of Riverside Subdivision, as same is recorded in Plat Book 1, Page 28, Public Records of Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Northwest corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 9 and assuming the North line of the SE 1/4 SE 1/4 of said Section 9 bears N 89°54'28" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°07'10" E along the West line of the SE 1/4 SE 1/4 of said Section 9, a distance of 545.55 feet; thence N 52°16'39" W, a distance of 893.52 feet to a point on the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of said Section 9; thence N 89°54'28" W along said North line, a distance of 476.11 feet; thence N 78°15'24" East, a distance of 1232.77 feet; thence N 00°03'11" E, a distance of 140.00 feet; thence South 71°27'59" E, a distance of 289.49 feet; thence S 84°33'06" E, a distance of 55.68 feet; thence S 00°03'11" W, a distance of 271.07 feet; thence S 89°54'28" E, a distance of 70.00 feet; thence S 00°03'11" W, a distance of 25.00 feet to a point on the North line of the SE 1/4 SE 1/4 of said Section 9; thence N 89°54'28" W, a distance of 425.00 feet, more or less, to the Point of Beginning.

CONTAINING 458,629 Square Feet or 10.53 Acres, more or less, as described.

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

INTRODUCED on first reading on the 2nd day of November, 2009 and ordered published.

ADOPTED on second reading the ____ day of _____, 2009.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE MATTHEWS ENCLAVE ANNEXATION
TO CSR (COMMUNITY SERVICES AND RECREATION)**

**LOCATED ALONG THE COLORADO RIVER
WEST OF 25 ROAD AND SOUTH OF THE RIVERSIDE PARKWAY**

Recitals

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Matthews Enclave Annexation to the CSR (Community Services and Recreation) zone district, finding conformance with the recommended land use category as shown on the Future Land Use map of the Growth Plan and the Growth Plan's goals and policies and is compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6.A.3 and 4 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the CSR (Community Services and Recreation) zone district is in conformance with the stated criteria of Section 2.6.A.3 and 4 of the Grand Junction Zoning and Development Code.

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

The following property be zoned CSR (Community Services and Recreation):

MATTHEWS ENCLAVE ANNEXATION

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 9, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, being an enclave bounded by the Reece Ice Skating Inc Annexation, Ordinance No. 3698, The Blue Heron Annexation, Ordinance No. 2549, the Hytech Hydronic Systems Inc Annexation, Ordinance No. 2985 and the Blue Heron II Annexation, Ordinance No. 2685, lying entirely within the plat of Riverside Subdivision, as same is recorded in Plat Book 1, Page 28, Public Records of Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Northwest corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 9 and assuming the North line of the SE 1/4 SE 1/4 of said Section 9 bears N 89°54'28" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°07'10" E along the West line of the SE 1/4 SE 1/4 of said Section 9, a distance of 545.55 feet; thence N 52°16'39" W, a distance of 893.52 feet to a point on the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of said Section 9; thence N 89°54'28" W along said North line, a distance of 476.11 feet; thence N 78°15'24" East, a distance of 1232.77 feet; thence N 00°03'11" E, a distance of 140.00 feet; thence South 71°27'59" E, a distance of 289.49 feet; thence S 84°33'06" E, a distance of 55.68 feet; thence S 00°03'11" W, a distance of 271.07 feet; thence S 89°54'28" E, a distance of 70.00 feet; thence S 00°03'11" W, a distance of 25.00 feet to a point on the North line of the SE 1/4 SE 1/4 of said Section 9; thence N 89°54'28" W, a distance of 425.00 feet, more or less, to the Point of Beginning.

CONTAINING 458,629 Square Feet or 10.53 Acres, more or less, as described

LESS approximately 0.83 acres of right-of-way contained within the above description.

INTRODUCED on first reading the 30th day of November, 2009 and ordered published.

ADOPTED on second reading the ____ day of _____, 2009.

ATTEST:

President of the Council

City Clerk



Date: 12-2-09_____

Author: Terry Franklin

Title/ Phone Ext: Deputy Director

USS 1495_____

Proposed Schedule: _____Dec

14, 2009_____

Attach 10
Persigo Energy Performance Contract Project Proposal

CITY COUNCIL AGENDA ITEM

Subject: Persigo Energy Performance Contract Project Proposal
File # (if applicable):
Presenters Name & Title: Greg Trainor, Utilities, Streets and Facilities Director Terry Franklin, Deputy Director, Utilities, Streets and Facilities

Executive Summary:

Staff will present the facility improvement measures recommended by the technical energy audit completed for Persigo Wastewater facility and the proposed Performance Contract with Johnson Controls, Inc. (JCI) to implement the measures.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Completing these energy improvement measures reduces energy consumption allowing the wastewater enterprise to maintain a lower service rate to customers.

Action Requested/Recommendation:

Authorize the City Purchasing Division to Enter into a Contract with Johnson Controls, Inc. (JCI) in the Amount of \$505,296 for the Completion of the Persigo Wastewater Facility Energy Performance Contract.

Board or Committee Recommendation:

The CORE (Conserving Our Resources Efficiently) committee recommends proceeding with the energy performance contract which has identified specific measures to make Persigo Wastewater Facility as efficient as possible.

Background, Analysis and Options:

A technical energy audit has determined the feasibility and cost of implementing energy and water saving measures for the Persigo Wastewater Facility.

JCI has completed an audit of the facility and has surveyed major energy-using equipment, including lighting (indoor and outdoor), heating and heat distribution systems, cooling systems, automatic temperature control systems, exhaust systems, hot water systems, renewable energy systems, and water consuming systems such as restroom fixtures and water fountains.

Based on the audit findings, a project to replace 514 light fixtures, 25 street lights, all 9 buildings Air Handling Units (heaters), hot water boiler in Operations Building, restroom fixtures in Operations Building and numerous areas to be weather-stripped or caulked has been prepared by JCI. Only the Operations Building has cooling and it is by evaporative cooling. The project has an expected payback of 16 years through energy savings.

Financial Impact/Budget:

The funds to complete this project have been budgeted in the 2010 Joint Sewer Fund capital projects fund. Approximately \$37,000 of the total project cost will be covered by rebates from Xcel Energy.

Total Project Costs	\$505,296	
Rebates		\$ 37,000
Project Cost less Rebate	<u>\$468,296</u>	
15 Year Energy Savings	<u>\$467,510</u>	
15 Year Net Project Costs	\$ 786	

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

N/A



Date: 12-08-09
 Author: Troy Smith
 Title/ Phone Ext: 3563
 Proposed Schedule: 12-14-09
 2nd Reading
 (if applicable): N/A

Attach 11
800 MHz Radio Purchase with Motorola (Sole Source)

CITY COUNCIL AGENDA ITEM

Subject: 800 MHz Radio Purchase with Motorola (Sole Source)
File # (if applicable):
Presenters Name & Title: Troy Smith, Deputy Chief of Police

Executive Summary:

The Grand Junction Regional Communications Center (GJRCC) has completed upgrading the existing radio towers to 800MHz. This action will allow public safety system users on the valley floor to use the State of Colorado Digital Trunked Radio System. Funds in the amount of \$1,083,152 have been awarded through grants, seized funds and budgeted funds, for the purchase of portable and mobile radios. Because only partial funding was available, the GJRCC staff and the Grand Junction Emergency Telephone Service Authority Board (ETSAB) have developed a transition plan that will convert the following agencies, in part, to 800 MHz; Grand Junction Police and Fire, Mesa County Sheriff, Fruita Police, Collbran Marshal, DeBeque Marshal, Palisade Police, and the GJRCC.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 11: Public safety facilities and services for our citizens will be a priority in planning for growth.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Action Requested/Recommendation:

Authorize the City Purchasing Division to Enter into a Contract/Purchase Order with Motorola to purchase 800MHz radios in an Amount not to Exceed \$1,083,152.

Board or Committee Recommendation:

The ETSAB recommends a sole source purchase of Motorola Radios in an effort to ensure interoperability of Motorola’s proprietary encryption key with existing agency equipment. Motorola is the sole provider of radio’s that have ADP encryption technology. The attached resolution adopted August 21, 2009, provides additional detail.

Background, Analysis and Options:

Currently the GJRCC uses a VHF radio system that is not compatible with the State of Colorado's 800 MHz Digital Trunked Radio System (DTRS), thereby preventing interoperability within Mesa County, surrounding counties or with state agencies.

The lack of interoperability is preventing first responders and law enforcement agencies from communicating with and sharing law enforcement information with other local entities as well as state and federal agencies.

The GJRCC Interoperability Project will provide improved communication capability throughout Mesa County and facilitate the sharing of information within the criminal justice system and emergency response for the region and state agencies.

The primary goal of this project is to fund as many mobile and handheld radios as possible in order to establish communications on the State of Colorado's 800 MHz, Digital Trunked Radio System. Another goal is for the GJRCC to become compliant with the State of Colorado's 800MHz DTRS requirements and FCC Regulations regarding narrow banding.

The handheld radios are proposed to be Motorola XTS2500, 700/800 MHz, 1 – 3 Watt Portables.

The mobile radios are proposed to be Motorola Millennium Quest 700/800 MHz 35 Watt Mobile, XTL 5000 Trunk Mount Model 9.

Financial Impact/Budget:

Funding sources for this purchase include the following:

\$100,000 Competitive Justice Assistance Grant (JAG)
\$100,000 American Recovery Reinvestment Act (JAG)
\$28,277 2007 local JAG
\$14,324 2008 local JAG
\$300,000 Law Enforcement Forfeiture Fund
\$152,015 GJRCC
\$326,987 Homeland Security Competitive Grant
\$50,000 Police Operating Budget
\$11,549 City of Grand Junction Equipment Replacement

Legal issues:

No Direct legal issues at this time. City Attorney John Shaver, in his role as counsel for the ETSAB, has provided assistance throughout this process.

Other issues:

While this initial purchase of radios represents a step forward, significant needs remain. The mobile radios (in car radios) reflected in this purchase only outfit each listed agencies marked patrol cars. Many vehicles in county will not have mobile radios in them such as detective vehicles. Additionally, the number of portable radios assigned to

each agency is reflective of the minimum necessary to be operational on the system and will require sharing of equipment within each agency.

Based upon analysis completed by the GJRCC radio systems analyst and the analyst from the State of Colorado, a minimum of three addition 800 MHz towers will be required throughout the county, in order to match the coverage we currently have with the existing VHF radio system. The ETSAB has authorized funding for the design and eventual construction of one of those towers in 2010.

Previously presented or discussed:

N/A

Attachments:

City of Grand Junction Sole Source Justification Form.
Resolution for the sole source purchase of Motorola radios from the ETSAB.

Form A

CITY OF GRAND JUNCTION
SOLE SOURCE JUSTIFICATION FORM

Date: <u>12/8/09</u>	Requested By: <u>DC Troy Smith</u>
Department: <u>Police</u>	Division: <u>Services/Communications</u>
Vendor Name: <u>Motorola</u>	Net Cost Delivered: \$ _____

SOLE SOURCE JUSTIFICATION
(INITIAL ALL ENTRIES THAT APPLY)

Material/Service Description: See staff report

- ____ - The Vendor is the original equipment manufacturer and there are no regional distributors;
- ____ - The product, equipment or service requested is clearly superior functionally to all other similar products, equipment or service available from another manufacturer or vendor;
- ____ - The over-riding consideration for purchase is compatibility or conformity with City-owned equipment in which non-conformance would require the expenditure of additional funds;
- No other equipment is available that shall meet the specialized needs of the department or perform the intended function;
- ____ - Detailed justification is available which establishes beyond doubt that the Vendor is the only source practicably available to provide the item or service required;
- ____ - Detailed justification is available which proves it is economically advantageous to use the product, equipment or service.

Departmental Approval:
I recommend that competitive procurement be waived and that the service or material described herein be purchased as a sole source.

Signed: Troy B. Smith, Deputy Chief, 12-10-09
Name Title Date

Purchasing Approval:
Based on the above and attached documents, I have determined this to be a sole source with no other vendor practicably available.

Signed: [Signature], 12/10/09
Purchasing Manager Signature Date

Final Authorization
City Manager Approval Required (\$50K to \$100K) yes / no

Signed: [Signature], 12/10/09
City Manager Signature Date

City Council Approval Required (over \$100K) yes / no

Attach Justification Documentation and Forward to City Purchasing Division

RESOLUTION NO. 03 -09

**A RESOLUTION RATIFYING THE SOLE SOURCE PURCHASE OF
MOTOROLA 800 MHz RADIOS**

RECITALS:

Since its inception in 1986 the Grand Junction Emergency Telephone Services Authority Board (GJETSAB) has worked to unify and deliver emergency communications services through the Grand Junction Regional Communication Center (GJRCC). The City of Grand Junction by and through the Grand Junction Police Department has operated, managed and directed the GJRCC, with the oversight and guidance of a consortium of law enforcement and fire/EMS agencies from around the valley to provide the best, most cost effective services to 19 separate agencies.

In accordance with a mandate from the Federal Communications Commission (FCC) all non-Federal public safety licensees using 25 kHz radio systems must "narrowband" by January 1, 2013.

- Agencies that do not meet the deadline face the loss of communication capabilities.
- Agencies need to start planning now to migrate to narrowband systems by assessing their current radio equipment and applying for new or modified licenses.

Private land mobile radio (LMR) systems—including municipal government and State and local public safety systems—use blocks of radio spectrum called channels. Historically, LMR systems have used 25 kHz channels. In December 2004 the FCC mandated that all LMR users operating below 512 MHz move to

12.5 kHz narrowband voice channels and highly efficient data channel operations by January 1, 2013.

Using narrowband channels will ensure that agencies take advantage of more efficient technology and, by reducing channel width, will allow additional channels to exist within the same spectrum without interference.

In response to these mandates the State of Colorado has created an 800 MHz digital trunked radio (DTR) system. After many hours of careful evaluation the GJETSAB and the GJRCC Board determined that the local agencies should join the State 800 MHz DTR system and develop a local system.

To phase in the January 1, 2013 deadline the FCC has established interim deadlines. The first important deadline is January 1, 2011, after which:

- The FCC will not grant applications for new voice operations or applications to expand the authorized contour of existing stations that use 25 kHz channels. Only narrowband authorizations will be granted.
- The FCC will prohibit manufacture or importation of new equipment that operates on 25 kHz channels. This will reduce the availability of new equipment for older radio systems and will affect how agencies maintain and upgrade systems.

The GJRCC has committed to aggressively develop a strategy to meet narrowband deadlines to avoid the consequences of cancellation of existing wideband FCC authorizations.

To prepare for the deadline the GJRCC has assessed the local radio systems and planned for replacements. Part of that assessment and planning has included an identification of existing local equipment and systems that will comply with the FCC requirements.

In addition to accessing the 800 MHz state-wide capability the City, the County and other local agencies will benefit by being able to bridge the communication gap by utilizing common radio equipment. The Mesa County Sheriff Office has previously purchased Motorola 800 MHz radios. In addition to being compliant with the narrowbanding mandate Motorola 800 MHz radios include a proprietary encryption technology, which is necessary for providing secure radio transmissions.

Emergency and criminal activity often crosses jurisdictional boundaries. Emergency response agencies must increasingly rely on data and information shared from other agencies. Having a common radio network for information sharing, both regionally and statewide, will allow for improved communication and more effective and efficient delivery of services. To further those purposes the GJETSAB has selected Motorola products that provide Advanced Digital Privacy ("ADP"). ADP is a 40 bit encryption algorithm within the radio software that provides for secure voice transmission.

Motorola is the sole provider of radios that have ADP encryption technology. In order to maintain seamless interoperability Motorola ADP encryption must be purchased by the Grand Junction Regional Communication Center law enforcement user agencies.

The GJETSAB, having duly considered the matter does hereby find, determine and authorize the sole source purchase of Motorola 800 MHz radios including the proprietary ADP encryption technology.

Furthermore, the GJETSAB recommends that the City negotiate and execute a contract, subject to the formal ratification, confirmation and consent of the City Council, to make a sole source purchase from Motorola.

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Board of Grand Junction Emergency Telephone Services Authority, by and through the signature of the Chairman of the Board, does hereby recommend the sole source purchase of Motorola 800 MHz radios including the proprietary ADP encryption technology.

The Board finds that:

- 1) Motorola 800MHZ radios equipped with ADP encryption are necessary to conform with other radios in service in agencies served by the GJRCC; and
- 2) Motorola 800MHZ radios equipped with ADP encryption meet the specialized needs of the agencies served by the GJRCC; and
- 3) Motorola is the only source of radio equipment that will provide radios wholly compatible with those presently in service; and
- 4) The purchase of Motorola products reasonably and practicably is in the best interest of the GJRCC and its member and user agencies.

PASSED and ADOPTED this 21st day of August 2009.


Troy B. Smith *acting chief*
Acting Chairman GJETSAB *9/21/09*

Attest:


Glenna Sheley
Board Secretary



Date: 12/7/09
 Author: Trent Prall
 Title/ Phone Ext: Engineering
Manager / 256-4047
 Proposed Schedule:
12/14/09
 2nd Reading
 (if applicable): _____

Attach 12
Transportation Impact Fee Review

CITY COUNCIL AGENDA ITEM

Subject: Transportation Impact Fee Review
File # (if applicable): N/A
Presenters Name & Title: Laurie Kadrich, City Manager

Executive Summary: In December 2007 the City Council delayed the increase in Transportation Capacity Payments (TCP) for commercial and industrial development. The TCP is the City’s transportation impact fee. With this action the City Council is to consider whether to further delay increasing the commercial and industrial fees.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Transportation impact fees are used to construct transportation improvements made necessary by new development. The TCP is consistent with the goals and policies of the Comprehensive Plan:

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

The transportation impact fee is a funding source for the City to help expand capacity on its arterial and collector streets as growth occurs.

Action Requested/Recommendation:

City Council will discuss the 2007 action and whether to further delay an increase to transportation capacity payments for commercial and industrial development.

Background, Analysis and Options:

In December 2007 City Council raised the 2008 rates on residential transportation impact fees to \$2554 per house; however, left the commercial and industrial rates at the residential equivalent of \$1589. The minutes from the December 19, 2007 City Council meeting read in relevant part as follows:

“Councilmember Hill moved to increase commercial and industrial rates at the same proportional rate of the increased proposed for July 1, 2008 implemented January 1, 2009.” While that motion passed Councilmember Beckstein “strongly encouraged” that the City Council look at the fees and have a discussion prior to the implementation.

To date the proposed increase in commercial and industrial rates has not been implemented.

Financial Impact/Budget:

N/A

Legal issues:

None

Other issues:

None

Previously presented or discussed:

See background.

Attachments:

None.