



**CITY COUNCIL AGENDA
WEDNESDAY, MAY 1, 2013
250 NORTH 5TH STREET
6:30 P.M. – PLANNING DIVISION CONFERENCE ROOM
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

To become the most livable community west of the Rockies by 2025

Call to Order
(7:00 p.m.)

Pledge of Allegiance - Combined Law Enforcement Honor Guard
Invocation – Pastor Hans Weston, Jubilee Family Church

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

Presentations

Appreciation Plaques Presented to Outgoing City Councilmember Tom Kenyon, Mayor Pro Tem Laura Luke, and President of the Council Bill Pitts

Communication Manager Sam Ranguet will Present Information on the Joint Information Center (JIC) of Mesa County

Proclamations

Proclaiming May 12 – 18, 2013 as “National Police Week” in the City of Grand Junction

Proclaiming May, 2013 as “Relay for Life Month” in the City of Grand Junction

Proclaiming May 11, 2013 as “Grand Junction Letter Carriers Stamp Out Hunger Day” in the City of Grand Junction

Proclaiming May 11, 2013 as “National Train Day” in the City of Grand Junction

Revised May 2, 2013

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

Appointment

To the Grand Junction Regional Airport Authority

Certificates of Appointment

To the Horizon Drive Association Business Improvement District

Council Comments

Citizen Comments

***** CONSENT CALENDAR ***®**

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

Action: Approve the Minutes of the April 17, 2013 Regular Meeting

2. **Setting a Hearing on Zoning the Peony Heights Annexation, Located at 612 Peony Drive** [File #ANX-2013-96] [Attach 2](#)

A request to zone the 1.12 acre Peony Heights Annexation, consisting of one parcel located at 612 Peony Drive, to an R-5 (Residential – 5 du/ac) zone district.

Proposed Ordinance Zoning the Peony Heights Annexation to R-5, (Residential – 5 DU/AC), Located at 612 Peony Drive

Action: Introduce a Proposed Ordinance and Set a Public Hearing for June 5, 2013

Staff presentation: Scott D. Peterson, Senior Planner

3. **Setting a Hearing on the Karis House Annexation, Located at 536 29 Road** [File #ANX-2013-141] [Attach 3](#)

A request to annex 0.207 acres, located at 536 29 Road. The Karis House Annexation consists of one parcel, including portions of 29 Road and Formay

Avenue rights-of-way. The total annexation area contains 0.494 acres of which 0.289 acres or 12,627 sq. ft. is right-of-way.

Resolution No. 25-13—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, Karis House Annexation, Located At 536 29 Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado Karis House Annexation, Approximately 0.494 Acres Located at 536 29 Road

®Action: Adopt Resolution No. 25-13 and Introduce a Proposed Ordinance and Set a Hearing for June 19, 2013

Staff presentation: Lori V. Bowers, Senior Planner

4. **Outdoor Dining Lease for Downtown Vineyard Church dba Downtown Coffee, 644 Main Street** [Attach 4](#)

Downtown Coffee, located at 644 Main Street, is requesting a first-time Outdoor Dining Lease for a total area measuring 230 square feet in two non-contiguous areas – one directly in front of the business on the main sidewalk comprising 160 square feet, and a second along the west side of the business in the breezeway comprising 70 square feet. Downtown Coffee does not serve alcohol. All new Outdoor Dining Leases require initial approval by City Council; once authorized leases renew without subsequent Council review pursuant to the lease agreement.

Resolution No. 26-13—A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Downtown Vineyard Church dba Downtown Coffee, 644 Main Street

®Action: Adopt Resolution No. 26-13

Staff presentation: Harry M. Weiss, DDA Executive Director

5. **Carpet Replacement for Two Rivers Convention Center** [Attach 5](#)

This request is for the purchase and installation of new carpet in the three Colorado River rooms (aka the exhibit hall) at Two Rivers Convention Center and is included in the 2013 capital budget.

Action: Authorize the City Purchasing Division to Award a Contract to Empire Today LLC., in the Amount of \$57,930.70 to Purchase and Install New Carpet at Two Rivers Convention Center

Staff presentation: Debbie Kovalik, Economic, Convention, and Visitor Services Director
Jay Valentine, Internal Services Manager

6. **Contract to Fund the Transfer of Mill Tailings to the Grand Junction Disposal Site (Formerly Known as the Cheney Repository)** [Attach 6](#)

The City of Grand Junction's interim mill tailings storage facility at City Shops is reaching capacity. The Department of Energy has scheduled to open the Cheney Repository in late June to receive the mill tailings stored at City Shops as well as tailings being remediated at the Xcel's Cameo plant demolition. This contract is with the State of Colorado's Department of Local Affairs (DOLA) and allows the City to be reimbursed for expenses incurred by the Energy and Mineral Impact Assistance Program. The value of the contract is set at \$150,000. After the work is bid, the haul contract will come back to City Council for award.

Resolution No. 27-13—A Resolution Accepting State of Colorado Energy and Mineral Impact Assistance Program Funds For the Removal of Mill Tailings from the City of Grand Junction's Interim Storage Facility and Haul the Mill Tailings to the Department of Energy's Grand Junction Disposal Site and Authorizing the Mayor to Sign a Contract with the Colorado Department of Local Affairs

®Action: Adopt Resolution No. 27-13

Staff presentation: Greg Trainor, Public Works, Utilities, and Planning Director
Trent Prall, Engineering Manager

7. **CDBG Subrecipient Contract with Karis Inc. for Previously Allocated Funds within the 2012 Community Development Block Grant (CDBG) Program Year** [Attach 7](#)

The Subrecipient Contract formalizes the City's award of \$85,000 to Karis, Inc. allocated from the City's 2012 CDBG Program as previously approved by Council

Action: Authorize the City Manager to Sign the Subrecipient Contract with Karis, Inc. for the City's 2012 Program Year Funds

Staff presentation: Tim Moore, Deputy City Manger
Kristen Ashbeck, Senior Planner/CDBG Administrator

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

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

8. **North Avenue (US Highway 6) Complete Streets Project Intergovernmental Agreement** [Attach 8](#)

In July of 2012, the City was awarded a Federal Transportation, Community, and System Preservation Program (TCSP) grant in the amount of \$1,190,099 for the North Avenue (US Highway 6) Complete Streets Project. This intergovernmental agreement establishes the relationship between Colorado Department of Transportation (CDOT), acting on behalf of Federal Highway Administration (FHWA), and the City of Grand Junction.

Resolution No. 28-13—A Resolution Accepting Federal Aid Funds for Construction Work on the North Avenue (US Highway 6) Complete Streets Project, Authorizing City Matching Funds and Inkind Services and Authorizing the City Manager to Sign an Intergovernmental Agreement with the Colorado Department of Transportation

®Action: *Adopt Resolution No. 28-13*

Staff presentation: Greg Trainor, Public Works, Utilities, and Planning Director
Trent Prall, Engineering Manager

9. **Public Hearing—1941 Palisade Street Rezone, Located at 1941 Palisade Street** [File #RZN-2013-77] [Attach 9](#)

Request to rezone 0.24 acres from R-8 (Residential – 8 units per acre) to R-12 (Residential -12 units per acre) zone district. The applicant would like to rezone their property to R-12, which would allow a greater density on their property and thereby allow conversion of the larger house into a duplex.

Ordinance No. 4585—A Ordinance Rezoning 1941 Palisade Street from R-8 (Residential – 8 Units Per Acre) to R-12 (Residential – 12 Units Per Acre)

®Action: *Hold a Public Hearing and Consider Final Publication in Pamphlet Form of Ordinance No. 4585*

Staff presentation: Lori V. Bowers, Senior Planner
Bret Guillory, Utility Engineer/Floodplain Manager

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

11. **Other Business**

12. **Adjournment**

Minutes

GRAND JUNCTION CITY COUNCIL MINUTES OF THE REGULAR MEETING

April 17, 2013

The City Council of the City of Grand Junction convened into regular session on the 17th day of April, 2013 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boeschenstein, Jim Doody, Tom Kenyon, Laura Luke, Sam Susuras, and Council President Bill Pitts. Councilmember Teresa Coons was absent. Also present were City Manager Rich Englehart, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Pitts called the meeting to order. Councilmember Luke led the Pledge of Allegiance, followed by a moment of silence.

Presentation

Grand Junction Fire Department Medal Presentation to Firefighter Ryan Jordan

Deputy Fire Chief Bill Roth described the incident for which Firefighter Ryan Jordan was being recognized. Mr. Jordan rescued John Leyl, a duck hunter, who had fallen through the ice. Firefighter Jordan's rescue line became caught so he disconnected it so he could continue to rescue Mr. Leyl. It was a very difficult swim and could have only been accomplished by a firefighter in excellent physical condition with excellent skills. Mr. Jordan was awarded the Medal of Valor from Fire Chief Ken Watkins.

Mr. Leyl expressed his gratitude and described the rescue. He lauded the training of the Fire Department. He said it was a life changing experience and he was so appreciative.

Proclamation

Proclaiming April 20, 2013 as "Arbor Day" in the City of Grand Junction

Councilmember Bennett Boeschenstein read the proclamation.

Tom Ziola, Forestry/Horticulture Supervisor, thanked the City Council for the proclamation. He spoke about the Arbor Day program and then introduced the Forestry Board members in attendance as well as the Department's Administrative Assistant, Tricia Rothwell. It is the City's 30th anniversary of being a Tree City USA. He introduced the Chair of the Forestry Board, Kami Long.

Ms. Long then presented the 30 year award to the City Council for being a Tree City USA.

Mr. Ziola spoke to the poster contest held for District 51 students, and introduced the poster contest winner Mia Rubenstein. Mia said her inspiration was her teacher and her class.

Mr. Ziola then described the upcoming Arbor Day event this Saturday, April 20, 2013. There will be a dedication, free trees, crafts, food, and music. Mr. Ziola thanked City Council for their support, and passed out gifts to the City Council.

Proclaiming April 20, 2013 as “Lady Mavs Day” in the City of Grand Junction

Councilmember Kenyon read the proclamation. Taylor Wagner, the coach of the Lady Mavs Basketball team, and the team were present to receive the proclamation. Coach Wagner expressed his appreciation for the team and the fans. He recognized the team members as not only good players but as great people. He then introduced the team members as well as his assistant coach.

Proclaiming April 21 – 27, 2013 as “National Crime Victims’ Week” in the City of Grand Junction

Councilmember Doody read the proclamation. Mary Harmeling, Victim Advocate Coordinator, Mary Sommerville with the District Attorney’s Office, and Tracy Baker, with the Sheriff’s Office, were present to receive the proclamation. Ms. Harmeling thanked the City Council and lauded the work of the crime victim advocates and all the hours they put in. Ms. Sommerville described the impact on the community of crime victims. Ms. Sommerville said victims of violence happen every day and it helps to have the City Council acknowledge what victim advocates go through.

Proclaiming April 21 - 27, 2013 as “Administrative Professionals Week” and April 24, 2013 as “Administrative Professionals Day” in the City of Grand Junction

Councilmember Susuras read the proclamation. Pam Eastridge, President of the Bookcliff Chapter, and Karen Lockman, immediate past Chapter President of the Bookcliff Chapter, thanked the City Council. She said the Administrative Professionals will be hosting a seminar for Administrative Professionals Day on Wednesday, April 24, 2013.

Appointments

Councilmember Kenyon moved to re-appoint Janice Rohr and Clark Atkinson to the Horizon Drive Association Business Improvement District Board for four year terms expiring April 2017. Councilmember Susuras seconded the motion. Motion carried.

Certificates of Appointment

Darcy Johnson was present to receive her Certificate of Appointment to the Commission on Arts and Culture.

Sharon Woelfle was present to receive her Certificate of Appointment to the Visitor and Convention Bureau Board of Directors.

Council Comments

Councilmember Boeschstein read a statement (*see attached statement*).

Councilmember Boeschstein moved that City Council request the immediate withdrawal of Councilmember-elect Rick Brainard and that they vote to write a letter to Mr. Brainard. Councilmember Doody seconded.

Councilmember Susuras read a statement (*see attached statement*). He asked that the governing body of the City give Mr. Brainard due process.

Councilmember Coons asked that a written statement be read on her behalf. Stephanie Tuin, City Clerk read her statement (*see attached statement*). She feels those who are public figures in the community should expect to be held to a higher standard.

Councilmember Luke said it is not really about whether it is up to the Council, a court, or public opinion, she said she is the voice of all citizens and has heard them, she hears the number one responsibility the City Council has is public safety and it has come to her attention that a great many citizens feel their safety is in jeopardy. She is in agreement with the motion made by Councilmember Boeschstein.

Citizen Comments

Joel Dyar said he was sad to see the pall cast over this community. He quoted Abraham Lincoln. He said he was representing a number of members of the public that said if Mr. Brainard does not withdraw he will be subjected to recall. He asked Ms. Schwenke and the Chamber of Commerce to break their silence and to quit sheltering Mr. Brainard. He said the citizens of Grand Junction are here to inform that those who do not speak out against this violence will also be subject to recall. Mr. Brainard can save the image of the City Council by withdrawing.

Marilyn Charlesworth read a statement and she thanked the City Council for the opportunity to speak. She said she was a victim of domestic violence for ten years. She is now a survivor. She has served this community in many capacities. She wanted to see Mr. Brainard step down and she was pleased that the City Council did support the motion for him to step down. She questioned how Mr. Brainard can take an oath to serve

the City when he lied to the Police Department. She said he has no honor. This Council-elect has disrespected this City Council. She listed his words stated in the police report.

Council President Pitts asked everyone to speed up their comments.

Sheryl Reposa said she had never been to a City Council meeting but was struck by the Vision Statement on the City Council meeting agenda. She is a crime victim advocate for the City. She said by letting Rick Brainard take office, it slaps the previous proclamation about National Crime Victims in the face. She asked all City Council to support the women in the community.

Dr. Sally Matchett agreed that Rick Brainard should resign. She said she voted for Mr. Brainard without full knowledge and she regrets that. Yes, he is innocent until proven guilty, but he has incriminated himself. Violence against women cannot be condoned in a decent society.

Dan Griffin, long time resident of Grand Junction, practiced law for 45 years and is now retired. He has seen many City Councilmembers and has mostly been very proud of those who serve on the City Council. This is the first time a situation like this has come before City Council. A saying in his household is, "do not reward bad behavior". If Mr. Brainard becomes a City Councilmember he is being rewarded for bad behavior. In his opinion, the judicial system and serving on the City Council are two different things. Mr. Brainard has violated the public trust. He supported the City Council's resolution. He referred to Linda Moran's organized demonstration the previous Friday. He read a quote from Ms. Moran, "I personally have zero tolerance of any type of abuse, physical, or psychological." Mr. Brainard stated in March, "sometimes we set the bar too low in this community". Mr. Griffin said City Councilmembers must keep the bar raised to a higher standard. Given the admissions of Mr. Brainard, of physical violence toward another individual, he firmly believes Mr. Brainard should resign immediately. Mr. Griffin stated he agreed with Ms. Moran's statement.

Robert Noble said violence against women is personal to him. His father used to yell at his mother. He then described his neighbor who is confined to a wheelchair because a co-worker raped, attempted to murder her, and injured her severely in the process. He does not think any kind of violence against women is acceptable. Mr. Noble addressed Councilmember Susuras by saying that Mr. Brainard admitted to hitting that woman under oath.

Anne Landman, who has lived here since 1982, thanked the Councilmembers that voted to send a letter to Mr. Brainard. She said this was a lesson in getting to know future City Councilmembers and current Council representatives. She cautioned citizens to not give too much weight to candidates who are endorsed by the Chamber of Commerce or the newspaper. Mr. Brainard already showed how he makes decisions under pressure. She said it would save the City time and money if Mr. Brainard would resign. She said the time is not right for him to sit in public office.

Jessica Coleman thanked the community members who have turned out tonight. She thanked the City Council for representing the citizens. She said they are not asking Mr. Brainard to give up his right to due process. They are asking City Council to stand together in asking for Mr. Brainard's resignation. There is nothing illegal or unconstitutional to call for a City employee's resignation and there is no reason to not support the resolution in a public gesture of no confidence in Mr. Brainard.

No one else had signed in to speak.

Council President Pitts advised there is another opportunity to address the City Council at the end of the meeting.

CONSENT CALENDAR

Councilmember Kenyon moved to adopt and then read Consent Calendar items #1-8. Councilmember Luke seconded the motion. Motion carried.

1. **Minutes of Previous Meeting**

Action: Approve the Minutes of the April 3, 2013 Regular Meeting

2. **Setting a Hearing on the 1941 Palisade Street Rezone, Located at 1941 Palisade Street** [File #RZN-2013-77]

Request to rezone 0.24 acres from R-8 (Residential – 8 units per acre) to R-12 (Residential -12 units per acre) zone district. The applicant would like to rezone their property to R-12, which would allow a greater density on their property and thereby allow conversion of the larger house into a duplex.

Proposed Ordinance Rezoning 1941 Palisade Street from R-8 (Residential – 8 Units Per Acre) to R-12 (Residential – 12 Units Per Acre)

Action: Introduce a Proposed Ordinance and Set a Hearing for May 1, 2013

3. **Setting a Hearing on the Peony Heights Annexation, Located at 612 Peony Drive** [File # ANX-2013-96]

A request to annex 0.92 acres, located at 612 Peony Drive. The Peony Heights Annexation consists of one parcel, including portions of the Peony Drive and Broadway (Hwy. 340) rights-of-way. The total annexation area contains 1.12 acres of which 0.20 acres or 8,818 sq. ft. is right-of-way.

Resolution No. 23-13—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, Peony Heights Annexation, Located at 612 Peony Drive

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Peony Heights Annexation, Approximately 1.12 Acres, Located at 612 Peony Drive and Including Portions of the Peony Drive and Broadway (HWY 340) Rights-of-Way

Action: Adopt Resolution No. 23-13 and Introduce a Proposed Ordinance and Set a Hearing for June 5, 2013

4. **Purchase One Total Containment Trap for Police Firing Range**

The Police firing range has been in use for over 50 years with no lead clean up. Once the lead is remediated, this bullet trap will be installed to prevent future noncompliance with EPA standards.

Action: Authorize the City Purchasing Division to Purchase a Total Containment Trap from Action Target of Provo, UT in the Amount of \$127,338.16

5. **Purchase 70 Tasers for Police**

The Tasers currently being used by the Police Department are no longer supported by the manufacturer, Taser International. Therefore, the Police Department has budgeted funds to replace a portion of its Tasers in 2013 and will budget funds for the remaining Tasers in 2014.

Action: Authorize the City Purchasing Division to Purchase Tasers from ProForce Law Enforcement of Prescott, AZ in the Amount of \$75,938.80

6. **Street Lighting on the 22 Road Realignment at Highway 6 Project**

The 22 Road Realignment at Highway 6 project will reconstruct the intersection of 22 Road with Highway 6 along with a one-third mile long section of 22 Road. A key component of an urban street is adequate street lighting. This purchase order with Grand Valley Power will pay for the materials and installation of the street lights.

Action: Authorize the City Purchasing Division to Sign a Purchase Order with Grand Valley Power to Provide Street Lighting for the 22 Road Realignment at Highway 6 Project in the Amount of \$266,827

7. **Authorize the Use of 1% Funds for the Underground Conversion of Overhead Power at the 22 Road and at the 22 Road Intersection with Highway 6**

The 22 Road Realignment at Highway 6 Project will reconstruct the intersection of 22 Road with Highway 6 along with a one-third mile long section of 22 Road. As part of the project, the City proposes to use Grand Valley Power 1% funds to move the aerial power lines underground. Grand Valley Power would complete the work at a net impact to the fund of \$113,674.

Resolution No. 24-13—A Resolution Authorizing Grand Valley Power to Use the City of Grand Junction Overhead to Underground One Percent (1%) Funds as Established in the Franchise Agreement for the 22 Road Realignment at Highway 6 Project

Action: Adopt Resolution No. 24-13

8. **Letters of Support for the Pre-application to CDOT's RAMP Grant Program for 29 Road/I70 Interchange Project and the Horizon Drive/I70 Interchange Project**

CDOT has developed a one-time program called the Responsible Acceleration of Maintenance and Partnerships (RAMP). They are seeking applications by May 1st for potential projects over the next 5 years. The City has been requested to partner on two projects: Mesa County with the 29 Road/I-70 Interchange and the Horizon Drive Business Improvement District on the Horizon Drive/I-70 Interchange Improvements.

Action: Authorize the President of the Council to Sign the Letters of Support for Pre-Application for the Two Projects

Council President Pitts called for a recess at 8:15 p.m.

The meeting reconvened at 8:25 p.m.

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Purchase of One Rear Load Refuse Truck

This purchase request is for one Mack Compressed Natural Gas (CNG) Rear Load Refuse Truck to replace one 13 year old diesel unit currently in the City's fleet. Budgeted funds for this purchase have been accrued in the Fleet Replacement Internal Service Fund.

Greg Trainor, Public Works, Utilities, and Planning Director, introduced this item. He described the request as a replacement of a rear load truck and noted that money has been saved and set aside for the replacement. There are two rear load trucks in the fleet for commercial accounts. The rest are automated side load trucks for residential accounts. The bid went out in a formal solicitation through the Purchasing Department. He described the bids and their evaluation. The truck from the Mack dealer was selected even though it was the second lowest bid. It was recommended because of the body style, a rear load body, which is more conducive to the health and safety of the employees. City employees have found through experience, a true low entry unit provides better access for the workers. There were more injuries with the previous type of truck which was not low entry. The recommended truck, the Leach body, has also been found to be the best value and has a local dealer for warranty work. The truck is designed for Compressed Natural Gas (CNG) and a fuel analysis was provided that over the life of the vehicle they estimated over \$83,000 in savings over a diesel option.

Councilmember Susuras asked for confirmation that the life of the truck is ten years and will pay for itself over three and one half years. Mr. Trainor confirmed that to be correct.

Councilmember Kenyon moved to authorize the City Purchasing Division to award a contract to purchase one 2014 Mack CNG Refuse Truck with Leach Rear Load Body from Western Colorado Truck Center in the amount of \$218,921. Councilmember Susuras seconded the motion. Motion carried.

Microwave Link Purchase for Spruce Point to Grand Mesa Radio Sites

This request is to purchase the equipment necessary to connect a microwave link from the proposed Spruce Point radio site to the existing Grand Mesa radio site. The purchase will include radio equipment, microwave dishes, and associated equipment.

John Camper, Police Chief, introduced this item and introduced Paula Creasy, Communications Center Project Manager, who is available for technical questions regarding this item. He also introduced Mike Nordine as the newest Deputy Police Chief.

Mike Nordine, Deputy Police Chief, described the request and its purpose. This equipment has been planned for. He displayed maps of the existing sites and then maps of the existing coverage and the expanded coverage with this purchase. He said sole source is being recommended as it is the same as the other equipment currently being used and it has been found to save money and maintenance.

Councilmember Kenyon asked why this is important to the City, is it a part of the 911 response and responsibility to the other intergovernmental agencies involved? Deputy Police Chief Nordine said the City works in cooperation with other agencies in the

County and Grand Junction. The Communication Center serves 22 separate agencies throughout the County and Grand Junction regional services, and they have to cover the entire County. It is managed through the Communications Center. The budget is managed by the City although all agencies contribute financially.

Councilmember Susuras moved to authorize a sole source purchase with Alcatel-Lucent for a Microwave Link for Spruce Point to Grand Mesa Radio Sites in the amount of \$79,274. Councilmember Kenyon seconded the motion. Motion carried.

Public Hearing—Amending Sections 21.07.010 and 21.10.020 of the Grand Junction Municipal Code Adopting Changes to the Rules and Regulations for the Floodplain within the City of Grand Junction

The proposed ordinance amends Section 21.07.010, Flood Damage Prevention, and Section 21.10.020, Terms Defined, to update the floodplain regulations to be in compliance with State requirements.

The public hearing was opened at 8:38 p.m.

Greg Trainor, Public Works, Utilities, and Planning Director, introduced this item. He said that he will turn it over to the Floodplain Manager Bret Guillory.

Bret Guillory, Utility Engineer/Floodplain Manager, described the project and how the rules were developed with a focus group. Federal Emergency Management Agency (FEMA) has adopted new rules that all communities are required to adopt. Some of the changes include clarifying definitions. One of the biggest changes is the definition of the floodway. He described the difference. It will mostly come into play along the Colorado River. The Colorado River is a very dynamic river and can change course due to high water. It has happened before but occurred within the floodplain.

Councilmember Kenyon asked City Attorney Shaver if it is true that every once in a while FEMA adopts new rules and the City must follow those rules and adopt a new ordinance. City Attorney Shaver confirmed this is correct.

Councilmember Boeschstein noted it was very important and it relates to every single land use the City Council sees and that information is provided every time they consider approving a development in or near the river. Compliance with FEMA allows the City residents to have flood insurance. Any financial institution that finances mortgages asks about the proximity to the floodplain. He thanked the Staff.

There were no public comments.

The public hearing was closed at 8:44 p.m.

Ordinance No. 4583—An Ordinance Amending Section 21.07.010, Flood Damage Prevention, and Section 21.10.020, Terms Defined, of the Grand Junction Municipal Code Concerning Floodplain Regulations

Councilmember Kenyon moved to adopt Ordinance No. 4583 and ordered it published in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Public Hearing—Amending Chapter 6.12 of the Grand Junction Municipal Code Adopting Rules and Regulations Regarding Animals within the City of Grand Junction

The proposed ordinance amends Chapter 6.12 of the Grand Junction Municipal Code (“GJMC”) to require a permit for rehoming of a dog or cat under certain conditions, allow for impoundment of the dog(s) and cat(s) when there is no permit as required, and disposition of the animals after impoundment due to no permit or due to an animal having been abused and/or neglected.

The public hearing was opened at 8:45 p.m.

John Shaver, City Attorney, introduced this item. He described the request and the purpose. He said the ordinance addresses the practice of selling animals in public parking lots that occur and the animals are not necessarily cared for properly but treated as a commodity. The ordinance requires responsible ownership of animals, and law enforcement if required. The board of animal control has recommended this ordinance as well.

Council President Pitts commended City Attorney Shaver for his brief but precise definition of this ordinance.

Councilmember Luke asked for a definition of rehoming and neglected. City Attorney Shaver said rehoming is the sale or exchange of an animal from Home A to Home B. Councilmember Luke said it does not discuss a consideration. City Attorney Shaver said this is correct. He then introduced Penny McCarty, Mesa County Animal Services Director.

Penny McCarty, Mesa County Animal Services Director, said City Attorney Shaver explained it very well. She also reiterated that rehoming does not require consideration.

Councilmember Luke asked about the word neglected. Jamie Beard, Assistant City Attorney, said the additional wording pertaining to neglect is not just pertaining to rehoming. This ordinance allows Animal Services to retain the animal in the case of

animal cruelty charges, in order for the animal to be returned to the owner, a judge must make this decision.

Councilmember Doody asked about the rehoming permit and also holding a license issued by the State.

Assistant City Attorney Jamie Beard said if the owner has a State issued license the owner would not be required to retain a rehoming permit.

Ms. McCarty said it is a State regulatory agency that issues licenses to groomers, pet stores, animal services, etc.

Councilmember Doody asked if there is a fee for the rehoming permit? Ms. McCarty said there is no fee.

City Attorney Shaver said the legal definition of neglect is not changing in this amendment to the Code.

Councilmember Kenyon had several examples of animals in severe situations, not being taken care of humanely, and asked if this ordinance will solve the issue. City Attorney Shaver said he does not know that it will fully resolve irresponsible ownership of animals, however, it does provide a way to deal with some of those individuals that do have animals for the purposes of commercial means and will take a good step toward solving some of those issues.

Councilmember Susuras asked if this would also cover inbreeding? Ms. McCarty said many animals sold on street corners are of poor health; this ordinance will enable them to issue a citation and then impound the animals.

Councilmember Luke said, with regard to anybody who gets an animal from the shelter, does the shelter have a rule that they can or can't return it? Ms. McCarty said there is no fee to accept any animal. Councilmember Luke said her daughter was told after returning an animal that she could not ever adopt again. Ms. McCarty said that is not the policy of Mesa County Animal Services.

Ashley Edstrom, Officer of Grand Valley Kennel Club, read a statement from the board supporting the ordinance. She read that the Club would like to state their support of Mesa County Animal Services in requiring a permit to sell animals in public places. She said their club has been working since the early 70's for the advancement of dogs, she then read part of the Club's mission statement. She felt the request tonight was in line with the Club's mission and goals. Their belief is that the sale of puppies in commercial areas is not in the animal's best interest. The breeders in the Club adhere to highest of standards, and the breeders also make themselves available for guidance after purchase of the puppy, often times for the life of the dog. A responsible breeder can show proof of

linneage and hereditary testing. They have worked hard to educate the public about the advantages of buying from a responsible breeder, and applaud Animal Services for taking the lead in this regard.

Valerie Masteron, CLAWS Cat Rescue, supports the ordinance as it will help the unwanted cat population.

Leslie Sage, has lived here 4 years and works from her home office for Best Friend Animal Society which is the largest sanctuary for abandoned and abused animals. She has worked for them 13 years. She promotes healthy animals for adoption instead of euthanasia. With her was Elaine Johnson, who is on the board of the Roice Hurst Humane Society which partners with Best Friends. She read Ms. Sage's statement into the record. *"Of all the millions of animals lives produced annually, substandard breeding combined with no regulations are a huge problem. Dogs and Cats being sold in this type of environment are underage and are rarely vaccinated. For the unsuspecting purchaser, this can mean immediate or future visits to the veterinary office, which then creates a financial burden, and results in the surrender of many of these animals in an overcrowded taxpayer subsidized shelter. Responsible breeders do not sell their animals in this way, and have extensive adoption requirements. This ordinance is an important first step in this community, and one that this community will embrace. As a representative of Best Friends and a citizen of Grand Junction, she asks that City Council votes yes on this ordinance."* Ms. Johnson added on a personal note, that her friend had noticed a puppy in a vehicle in 100 degree weather and called for assistance and were able to help the puppy. The owner came out and said, "so what, I got it in the front of Sportsmans Warehouse, big deal." This is the type of situation trying to be prevented with this ordinance.

Dr. Jim Grady, provided his credentials, and said early weaning and maternal separation interrupts a dog's normal socialization. He supports the adoption of the Public Pet Rehoming Permit. Early weaning and maternal separation interrupt a dog's normal socialization which produces domestic incompatibility and in many cases leads to owners getting rid of the dogs. The Colorado Department of Agriculture through the Pet Animal Care and Facilities Act, licenses and inspects dog breeders who produce more than 2 litters per year. He volunteers for a collaboration between Roice-Hurst Humane Society, Grand Rivers Humane Society, and Mesa County Animal Services to transport eight to fifteen dogs to Denver in two week intervals. These are adoptable dogs that have not been placed in Mesa County homes. This accumulates to 1,000 miles driven a month to get only a few of the unwanted Mesa County animals adopted. At the very least, require documentation of a dog's age and health. He asked the City Council to support the ordinance. *(He submitted a statement which is attached).*

Betty Fulton, a citizen that loves dogs and cats, said she supports the ordinance due to the tremendous cost to the taxpayers when pets are bought in on a whim to an animal

shelter. She also works with Dr. Grady transporting dogs to Denver where they can be rehomed. She has seen how many dogs would be subjected to euthanasia without the program. She encouraged adoption.

Terry Thompson is the owner of Angels in the Making which offers dog training and animal behavior counseling. She reiterated the reasons why it is not good to sell an animal before eight weeks of age. She described what she sees and noted there have been studies done on this issue.

Debra Miles, a Western Slope native and a volunteer for Roice-Hurst Humane Society and Mesa County Animal Services and recently become a certified trainer, said she is in favor of the ordinance. She described behavioral problems that result from premature separation from their mother. Many times it can lead to an early death of the animal.

Cindy Harley, a volunteer for animal services, said her job is to transition dogs out of the shelter. She supports the ordinance. She related a story of seeing some boys selling puppies on North Avenue, she bought the whole litter and took them to Animal Services where they were then transferred to Eagle County Rescue Shelter where they were taught proper social behavior and manners. She also described the negative behaviors that result from early separation from their mother. She supported the ordinance.

Sharon Davis has been a life long residence of the Grand Valley. She has Grand Valley Pet Crew which is a rescue for pit bull dogs. She asked City Council to adopt the ordinance. Many of the animals sold in parking lots are pit bulls or pit bull mixes. It places a large burden on the agency resources. Asking citizens to rehome their pets responsibly will benefit all the animal services in the area and the animals.

Gayle Redman said she has three rescue dogs and is a member of the Kennel Club. One of her dogs came from a box in a parking lot, and this dog has horrible hip dysplasia. She is facing the agonizing decision to spend thousands of dollars to have her dog's hip repaired or have him euthanized. She encouraged City Council to vote for this ordinance.

There were no additional public comments.

The public hearing was closed at 9:25 p.m.

Councilmember Susuras asked how the illegal breeders will be notified and what's to keep them from turning those dogs loose.

City Attorney Shaver said there is nothing to stop breeders from turning dogs loose, but if caught, they could be prosecuted. As to the other question of how illegal breeders will be notified, he referred to Ms. McCarty as there may be an implementation strategy for letting these folks know. There will likely be an article in the newspaper and there will also be the normal public outreach.

Mesa County Animal Services Director Penny McCarty, said they will send out a press release and in the next thirty days the Animal Services Officers will be informing those seen out on the street. The officers will accept the animals if these animal owner's don't know what to do with them.

Councilmember Boeschstein asked who will enforce this ordinance. City Attorney Shaver said both the Police Department and Animal Control Services Officers are authorized to handle these situations, however, the Animal Services Agency will most likely take the lead.

Councilmember Kenyon thanked everyone who waited to the end of the meeting and for their comments.

Ordinance No. 4584—An Ordinance Amending Parts of Chapter 6.12 of the Grand Junction Municipal Code Relating to Permits for Rehoming of Pets in the Public and Disposition of Animals

Councilmember Susuras moved to adopt Ordinance No. 4584 and ordered it published in pamphlet form. Councilmember Luke 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 9:29 p.m.

Stephanie Tuin, MMC
City Clerk

Statement by Councilmembers Bill Pitts, Jim Doody, Laura Luke and Bennett Boeschstein

Fellow Councilmembers, thank you for the opportunity to speak. Tonight we are addressing you and our citizens on why we believe that Mr. Rick Brainard should immediately withdraw from the position of At-Large Councilmember Elect. By withdrawing now he would not be sworn in as a Council member on May 6th and the City Charter process for filing a vacancy on the Council could begin immediately.

Speaking of the Charter we would like to remind you that the City Council has limited authority over its own membership; absent conviction of felony, a Charter violation or being judicially declared unable to serve, the voters determine who serves on Council not the Councilmembers. The voters' authority under the Charter extends to petitioning for recall. We would encourage any one that is interested in having a more thorough explanation of the Charter to contact the City Attorney.

Our opinion on this matter is shaped by the news reports that we have read; we have not asked for or been provided any information from the City or the GJPD and like you have no special knowledge of the case. What we do have in support of our opinion are: 1) our personal abhorrence of domestic violence; 2) an admission to domestic violence towards his girlfriend, actions that are or suggest the commission of a crime or crimes; and 3) our belief that personal character is best demonstrated by how we treat others.

While we know that all persons have legal and Constitutional protections including the presumption of innocence and the right to trial by ones' peers, we also know that some things in life do not need to be decided in the court of law; sometimes the court of public opinion should decide. We believe this to be such a matter. Many members of the public have contacted us stating the same or similar views as ours. In its editorial of April 10, 2013 the Daily Sentinel expressed a very clear and concise opinion, an opinion which we and a number of people in this community share. The editor wrote:

"...we and the public hold our elected officials to a higher standard than the average person. We don't expect our elected officials to be saints, but we do expect them to obey the law and to avoid intentionally harming others, especially while they are in office. We still hope he decides it is in his own best interest—and equally importantly, that of the community—for him to resign his council seat now and allow the current City Council to choose his replacement."

Mr. Mayor and my fellow members of City Council it is for all of these reasons that I move that Council request the immediate withdrawal of Rick Brainard from the position of At-Large Councilmember Elect and that we vote to write a letter to Mr. Bainard requesting that he immediately withdraw from the position of At-Large Councilmember Elect.

Mayor Bill Pitts, Councilman Jim Doody, Councilwoman Laura Luke, Councilman Bennett Boeschstein

Mayor, Pro Tem
Tom Kenyon
Terry Coons

Sam's Response

Fellow Councilmen, before a vote is taken on this request for the immediate withdrawal of Rick Brainard from the position of At-Large Councilmember Elect I would like to make a few remarks.

First of all, I want everyone to know that I too abhor domestic violence in any form. Yet in response to Councilman Boeschstein's motion, I would like all of us to also consider these points.

- It is important to note that Mr. Brainard has not even entered a plea yet to the misdemeanor charges against him.
- We all have a right and a responsibility to defend the key tenants of our US Constitution, we the Grand Junction City Council Members probably more so because of our elected positions. Just as our citizens have a right to peaceful assembly and free speech, they also have a right to due process and the presumption of innocence until proven guilty in a court of law, not a court of public opinion.
- Courts are intended to be impartial and fair in doling out their justice. The Court of public opinion is about revenge, public shaming the whims of the crowd. Our history is filled with examples of the dark measures taken by people against other people based upon the "court of public opinion."
- It is our citizens' and the newspaper's right to freedom of speech to call for Mr. Brainard to step down. I would submit however that to use our position as the governing body of the City of Grand Junction to do likewise without the benefit of a court ruling is wrong. If we do not give Mr. Brainard his Due Process rights then we all put our own Due Process rights in danger. If we deny one American their Constitutional rights then we have adopted a process that endangers our own Constitutional rights. Are those people currently in the court of public opinion ready to surrender their rights to assemble? Or even their right to free speech?
- The voters of this community have a mechanism for removing someone they think is unsuited to represent them and it should be they rather than this body that takes any action in this regard

I am not one who routinely wears his religion on his sleeve but in this instance I have to tell you I am reminded, particularly in light of the information used to make this request, of the following bible verses:

"Do not judge according to appearance, but judge with righteous judgment." (*John 7:24*)

"Judge not, that you be not judged. For with the judgment you pronounce you will be judged, and with the measure you use it will be measured to you (*Mathew 7:1*)

I urge all of us to vote no on this request.

Sam Susuras
Grand Junction City Council
District B

Councilmember Comments – Wednesday, April 17

Councilmember Teresa Coons

Fellow Councilmembers and Community Members:

Even though I am unable to be with you this evening because of work-related travel, I feel compelled to make a statement about the Resolution that is coming before you tonight and the controversy surrounding Councilmember-Elect Rick Brainard.

First, let me be perfectly clear – I do not now, nor can I ever condone domestic violence, whether it be against woman, man, or child. Nor do I believe that the use of physical or verbal abuse is a proper way to solve problems or vent frustration in any situation. I also believe that those of us who are public figures (elected or not), should expect to be held to a higher standard and be willing to serve as role models with respect to our behavior in difficult situations.

That said, although many of us may feel that it would be a good decision – for a number of reasons -- for Mr. Brainard to voluntarily choose not to serve on City Council at this time, it is also important that we follow the proper process and procedures that are in place to protect the rights of both our citizens and those of Mr. Brainard. Should Mr. Brainard choose to respond to public requests that he step down, I strongly urge whichever Council has the responsibility for choosing his replacement to take care that they follow the highest ethical standards and avoid any appearance of “conflict of interest” in making their selection.

Thank you for listening to my comments.

April 17, 2013

To: Grand Junction City Council

From: James R. (Jim) Grady, DVM (ret)
2549 G 1/2 Road
Grand Junction, CO 81505
970-361-6211

I practiced veterinary medicine in Mesa County for 28 years, then worked for the Colorado Department of Agriculture for 9 years, in part as an animal cruelty investigator.

I support the adoption of the "Public Pet Rehoming Permit".

I'll make 3 brief points.

- 1) As is well documented, and you have heard, early weaning and maternal separation interrupt a dog's normal socialization. The outcome is an adult dog that is likely not a good fit for domestic compatibility, and about whom is too often later said "We need to get rid of it". That is an abhorrent phrase to a dog lover, and I hope to anyone with any compassion for animals. The regulation directly addresses this issue.
- 2) The Colorado Department of Agriculture through the Pet Animal Care and Facilities Act, licenses and inspects dog breeders who produce more than 2 litters per year. They do not have any contact with other breeders. This gap can be very slightly but significantly addressed by the regulation.
- 3) I volunteer for a collaboration of Roice-Hurst Humane, Grand Rivers Humane, Mesa County Animal Services to transport 8 to 15 dogs to Denver, usually at 2 week intervals. These are adoptable dogs which have not been placed in Mesa County homes after extensive and ongoing effort by each of the entities. Several private rescue groups and the Denver Dumb Friends League are able to accept these dogs and thereby prevent their euthanasia. That is 1000 miles a month to get only a few of the unwanted Mesa County animals adopted.

I ask for your vote in support. Please make that intuitive leap from underage dogs to unwanted dogs to desperate efforts to save their lives. We are currently subsidizing this casual retail outlet. Let's at least require some documentation of a pup's age and health.

Thank you, and may I try to answer any questions?



**Attach 2
CITY COUNCIL AGENDA ITEM**

Date: April 18, 2013
Author: Scott D. Peterson
Title/ Phone Ext: Senior
Planner/1447
Proposed Schedule: 1st Reading:
May 1, 2013
2nd Reading: June 5, 2013
File #: ANX-2013-96

Subject: Zoning the Peony Heights Annexation, Located at 612 Peony Drive
Action Requested/Recommendation: Introduce a Proposed Ordinance and Set a Public Hearing for June 5, 2013
Presenter(s) Name & Title: Scott D. Peterson, Senior Planner

Executive Summary:

A request to zone the 1.12 acre Peony Heights Annexation, consisting of one parcel located at 612 Peony Drive, to an R-5 (Residential – 5 du/ac) zone district.

Background, Analysis and Options:

The 1.12 acre Peony Heights Annexation consists of one vacant parcel located at 612 Peony Drive in the Redlands. The property owner has requested annexation into the City and a zoning of R-5 so that he can develop the property with 3 to 4 single-family detached homes. Under the 1998 Persigo Agreement between the City and Mesa County, all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City. The City shall zone newly annexed areas with a zone that is either identical to current County zoning or with a zone that implements the City's Comprehensive Plan Future Land Use Map.

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

The proposed zone of annexation meets with Goals 1, 3, and 5 of the Comprehensive Plan by implementing land use decisions that are consistent with the Comprehensive Plan, spreading future growth throughout the community and by providing a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

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

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Board or Committee Recommendation:

The Planning Commission recommended approval of the requested Zone of Annexation at their April 23, 2013 meeting.

Financial Impact/Budget:

N/A.

Legal issues:

None.

Other issues:

None.

Previously presented or discussed:

A Resolution Referring the Petition for Annexation was adopted on April 17, 2013.

Attachments:

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

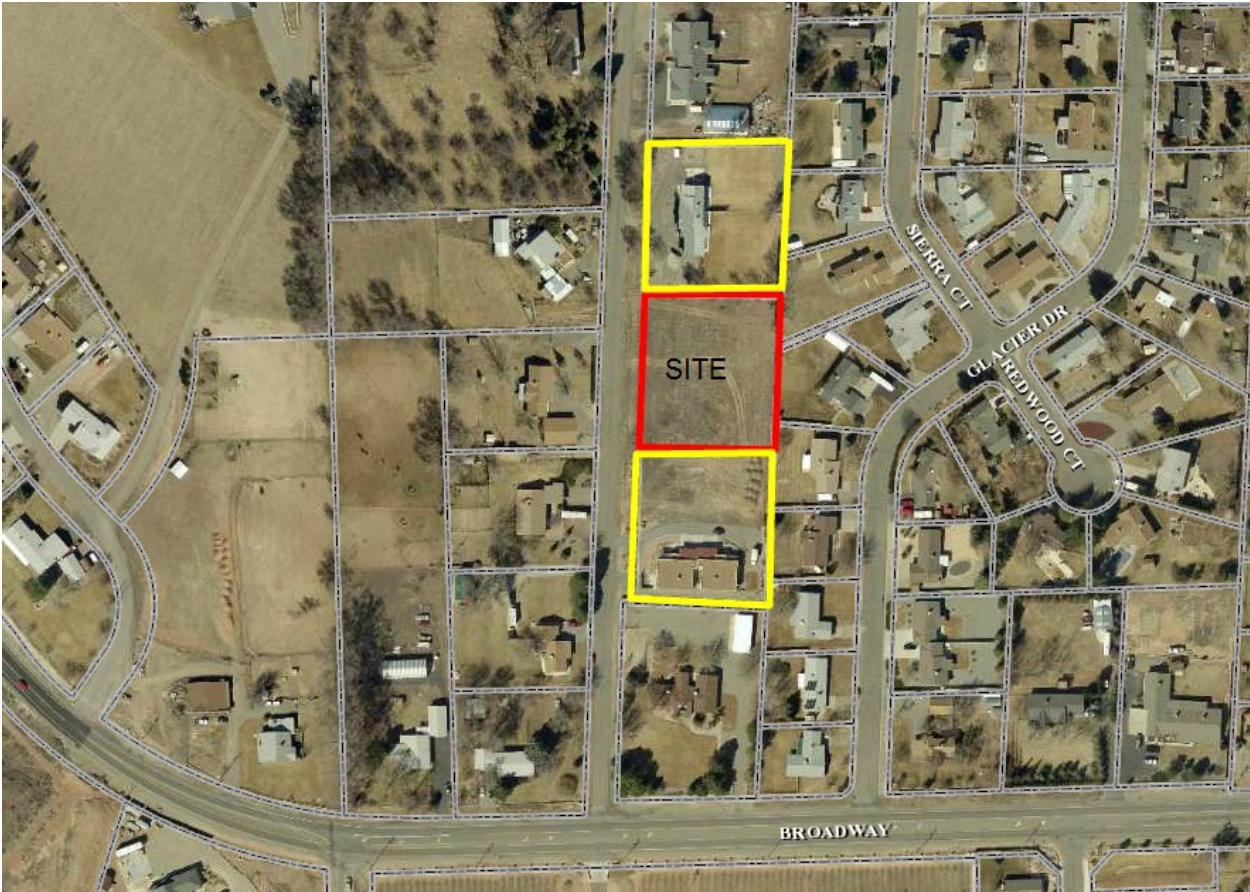
STAFF REPORT / BACKGROUND INFORMATION					
Location:		612 Peony Drive			
Applicants:		Chaparral West, Inc., Owner Ron Abeloe, Applicant/Owner			
Existing Land Use:		Vacant lot			
Proposed Land Use:		Residential single-family detached subdivision			
Surrounding Land Use:	North	Two-family dwelling			
	South	Two-family dwelling			
	East	Single-family detached			
	West	Single-family detached			
Existing Zoning:		RSF-4 (Residential Single Family – 4 du/ac) (County)			
Proposed Zoning:		R-5 (Residential – 5 du/ac)			
Surrounding Zoning:	North	RSF-4 (Residential Single Family – 4 du/ac) (County)			
	South	RSF-4 (Residential Single Family – 4 du/ac) (County)			
	East	RSF-4 (Residential Single Family – 4 du/ac) (County)			
	West	RSF-4 (Residential Single Family – 4 du/ac) (County)			
Future Land Use Designation:		Residential Medium Low (2 – 4 du/ac)			
Blended Residential Land Use Categories Map:		Residential Low (Rural – 5 du/ac)			
Zoning within density range?		X	Yes		No

Blended Residential Land Use Categories Map

The applicant is requesting a Zone of Annexation under the Comprehensive Plan's Blended Residential Land Use Categories Map (Blended Map). The Blended Map is a tool the Comprehensive Plan established to encourage and support housing choice throughout the City. It allows a broader range of densities and mix of housing types to occur within the same land use category. The Blended Map identifies three residential categories of appropriate density ranges that can be utilized city-wide. Using the Blended Map, compatible densities are combined into three land use categories. The Residential Low category allows all residential zone districts with densities ranging from Rural (1 dwelling unit per 5 acres up to 5 dwelling unit per acre); the Residential Medium category includes densities from 4 to 16 dwelling units per acre; and the Residential High category includes densities from 16 to 24+ dwelling units per acre. The

Blended Map allows a property owner to request a zone district that implements the broader land use category, even though that zone district may not implement the applicable future land use designation.

The Comprehensive Plan Future Land Use Map designation of the subject property is Residential Medium Low (2 – 4 dwelling units per acre). The applicant could request the R-4 zone district which implements the current land use designation and be able to construct the 3-4 single-family detached dwelling units that are proposed but the total density for this property would be limited to a maximum of 4 dwelling units per acre. The properties located immediately to the north and south of the subject property contain duplex housing units and eventually will be annexed into the City (see properties outlined in yellow on map below). The R-4 zone district does not allow duplex units except on corner lots, therefore the two properties would be nonconforming if they were annexed and zoned R-4. The two properties are also large enough to redevelop with an additional duplex unit on each lot. Creating additional duplex housing units is consistent with the goals and vision of the Comprehensive Plan and should be encouraged when and where appropriate.



Utilizing the Comprehensive Plan's Blended Map, the applicant is requesting a zone district of R-5, which will allow for the proposed 3-4 dwelling units and create the opportunity for higher density should the applicant decide to construct a duplex or other

housing type. The Blended Map has established a broader range of compatibility (1 dwelling unit per 5 acres up to 5 dwelling units per acre) for this area of the City which supports the request to rezone to R-5 with a maximum of 5 dwelling units per acre. Establishing the R-5 zone district adjacent to two properties that need to be zoned R-5 upon annexation makes sense for the long range planning for these properties and supports the goals and vision of the Comprehensive Plan.

Zone of Annexation

Upon annexation, property shall be zoned in accordance with the County zoning applied to the property (RSF-4) or in accordance with the Comprehensive Plan Future Land Use designation (Residential Medium Low (2 – 4 du/ac), which allows a zone of R-4 but not R-5. The County zoning allows a maximum density of 4 dwelling units an acre but the applicant would like the opportunity to provide development up to a density of 5 dwelling units an acre. The R-4 and R-5 zone districts are included within the range of densities of the Residential Low category of the Blended Map, however, only the R-5 allows development up to 5 dwelling units per acre. The applicant is requesting R-5, which is consistent with the Blended Map, to allow density up to 5 dwelling units per acre.

Neighborhood Meeting

A Neighborhood Meeting was held on January 21, 2013. Five residents of the area attended the meeting and to date City Staff has not heard any negative comments regarding the proposed zoning of R-5, nor the proposed subdivision.

Section 21.02.140 (a) of the Grand Junction Zoning and Development Code:

Zone of Annexation: The requested zone of annexation to the R-5 (Residential – 5 du/ac) zone district is consistent with the Blended Residential Land Use Categories Map designation of Residential Low (Rural – 5 du/ac). The existing County zoning is RSF-4 (Residential Single Family – 4 du/ac). Section 21.02.160 (f) of the Grand Junction Zoning and Development Code, states that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Generally, future development should be at a density equal to or greater than the allowed density of the applicable County zoning district. The request for R-5 is consistent with the Comprehensive Plan and the proposed density is equal to or greater than the existing County zoning.

In addition to a finding of compatibility with the Comprehensive Plan, one or more of the following criteria set forth in Section 21.02.140 (a) of the Code must be met in order for the zoning to occur:

- (1) *Subsequent events have invalidated the original premises and findings.*

Subsequent events have not invalidated the original premises and findings. The requested annexation and zoning is being triggered by the Persigo Agreement between Mesa County and the City of Grand Junction in anticipation of development. The Persigo Agreement states that new development requires annexation of land from unincorporated Mesa County into the City prior to development. The requested zone of annexation (R-5) implements the Comprehensive Plan Blended Map of Residential Low (Rural – 5 du/ac). The property owner wishes to develop the property in the near future for a residential subdivision of 3 to 4 single-family detached dwelling units which is appropriate development for the Residential Medium Low (2 – 4 du/ac) and Residential Low (Rural – 5 du/ac) designations per the adopted Comprehensive Plan.

This criterion has not been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan.

The residential character of this area of the Redlands and Peony Drive is single-family detached and two-family dwellings on properties ranging in size from 0.71 acres to large acreage. The character and condition of the area has not changed.

This criterion has not been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed.

Adequate public and community facilities and services are available to the property and are sufficient to serve residential uses within the R-5 density. Ute Water, City sanitary sewer, Xcel Energy gas are presently located in Peony Drive. Xcel Energy electric service is located in the rear of the property. Peony Drive connects to Broadway (Hwy. 340) for ease of transportation access to and from the Grand Valley and nearby is a local neighborhood commercial center (Monument Village Shopping Center) that has a restaurant, coffee shop, and grocery store. Local schools are also located nearby (Redlands Middle School, Broadway Elementary, etc.).

This criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use.

There is very little R-5 zoning within the City, therefore there is an inadequate supply of suitably designated land available in the community. The property is currently vacant and has never been utilized nor developed previously. The

property owner is requesting to annex and zone the property in accordance with the adopted Persigo Agreement between Mesa County and the City of Grand Junction in order to develop the property as a single-family detached residential subdivision to match the land use of what is currently developed on adjacent properties in the area. The request to zone the subject property R-5 is consistent with the Blended Residential Land Use Map designation of Residential Low (Rural – 5 du/ac)

This criterion has been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The Comprehensive Plan Blended Map allows the applicant to request a zone of annexation of R-5 which supports Goals 1, 3, and 5 of the Comprehensive Plan. The benefit to the area and community will be the utilization of a residential property that has been vacant and allows for new development that provides a need for additional housing options within the community.

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

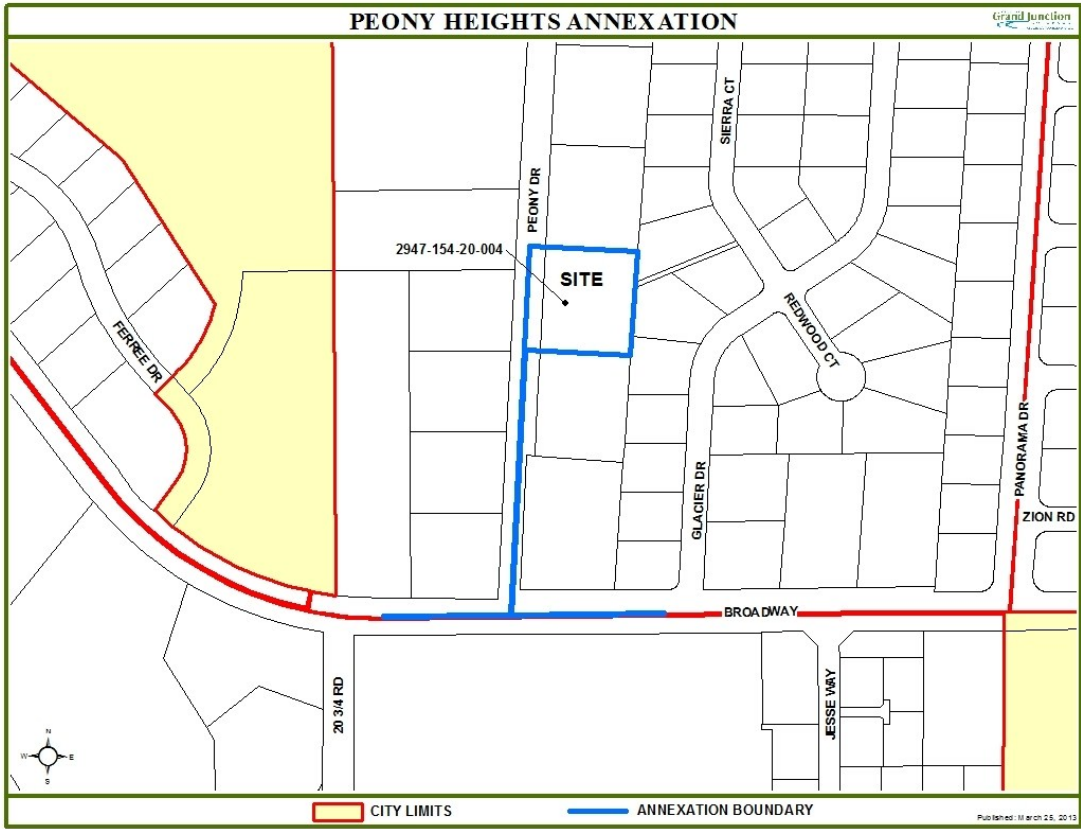
- a. R-R (Residential – Rural)
- b. R-E (Residential – Estate)
- c. R-1 (Residential – 1 du/ac)
- d. R-2 (Residential – 2 du/ac)
- e. R-4 (Residential – 4 du/ac)

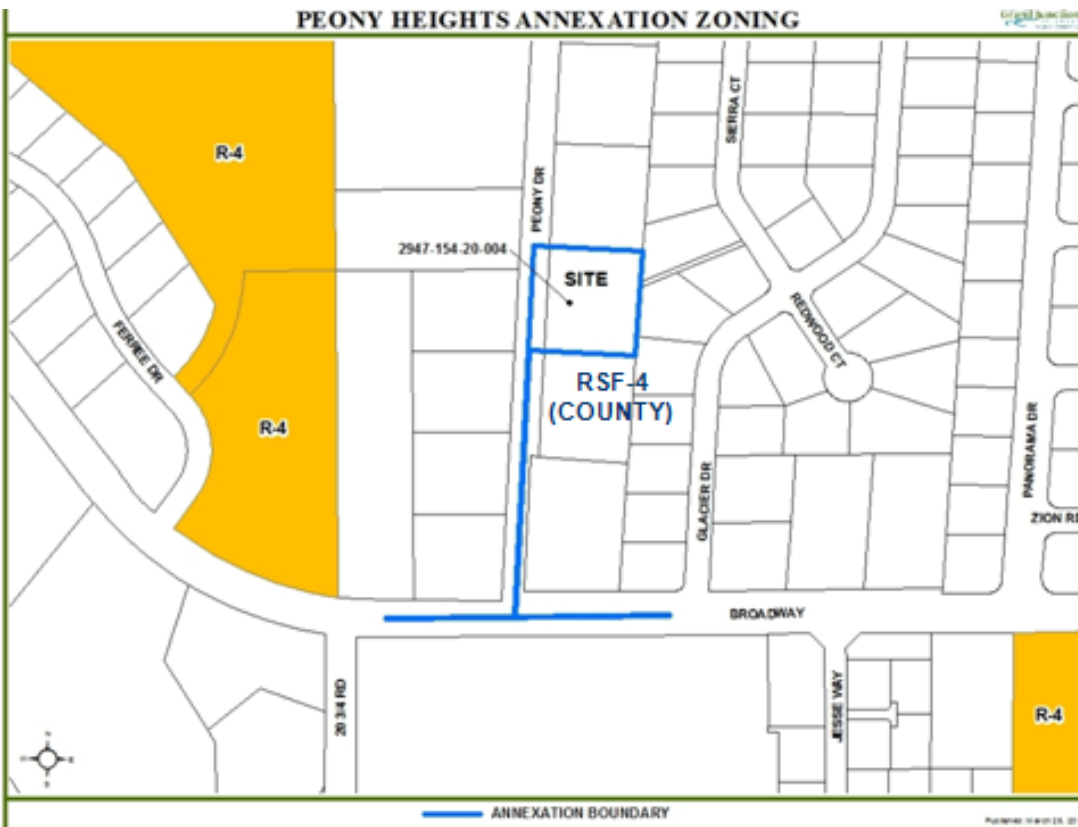
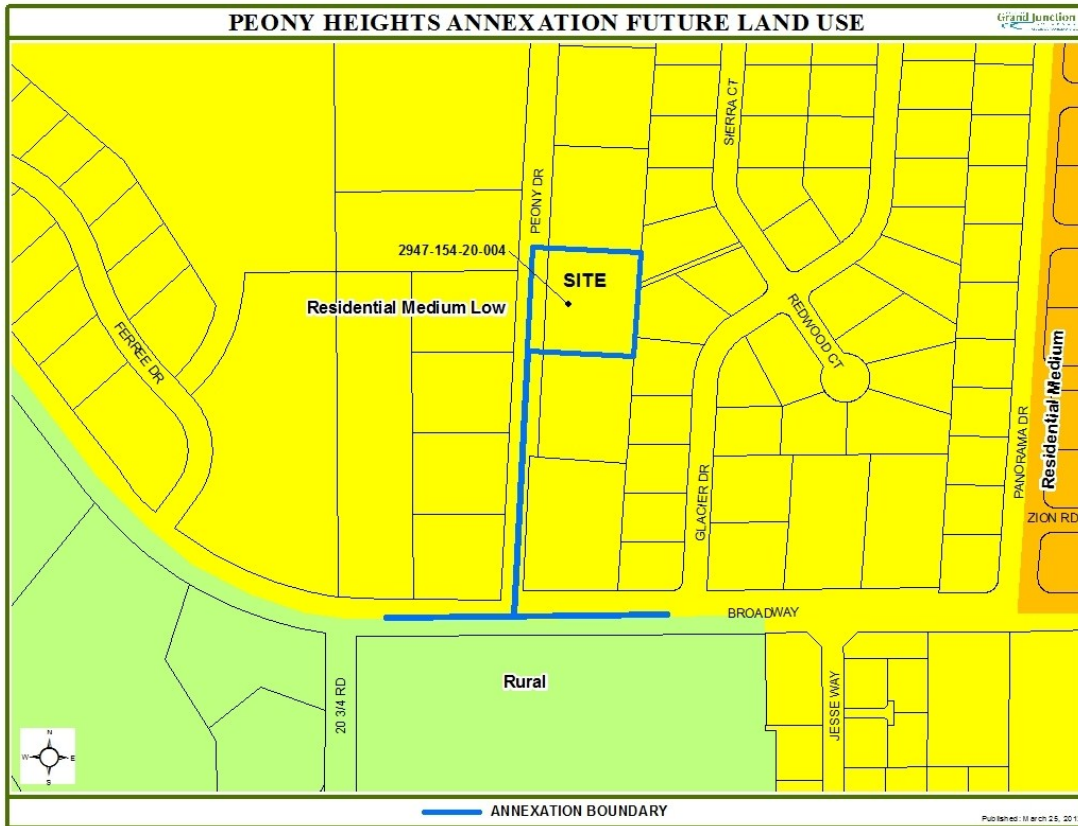
If the City Council chooses to approve an alternative zone designation, specific alternative findings must be made as to why the City Council is choosing an alternative zone designation.

PLANNING COMMISSION RECOMMENDATION:

After reviewing the Peony Heights Annexation, ANX-2013-96, for a Zone of Annexation, the Planning Commission made the following findings of fact and conclusions:

1. The requested zone district of R-5, (Residential – 5 du/ac) is consistent with the goals and policies of the Comprehensive Plan and implements the Blended Residential Land Use Categories Map designation of Residential Low (Rural – 5 du/ac).
2. The applicable review criteria in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code, specifically criteria 3, 4, and 5, have been met.





Blended Residential Map



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE PEONY HEIGHTS ANNEXATION
TO R-5, (RESIDENTIAL – 5 DU/AC)**

LOCATED AT 612 PEONY DRIVE

Recitals

The 1.12 acre Peony Heights Annexation consists of one parcel located at 612 Peony Drive in the Redlands. The property owner has requested annexation into the City and a zoning of R-5. Under the 1998 Persigo Agreement between the City and Mesa County, all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City and shall be zoned consistent with current County zoning or with the Comprehensive Plan. The proposed zoning of R-5 (Residential – 5 du/ac) implements the Blended Residential Land Use Map of the Comprehensive Plan.

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning the Peony Heights Annexation to the R-5 (Residential – 5 du/ac) zone district finding that it conforms with the Blended Residential Land Use Map of the Comprehensive Plan, furthers the Comprehensive Plan's goals and policies, is generally compatible with land uses located in the surrounding area and meets the zoning criteria found in Section 21.02.140 of the Grand Junction Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the R-5 (Residential – 5 du/ac) zone district is in conformance with the applicable criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code, implements and is consistent with the Comprehensive Plan and is compatible with the surrounding neighborhood.

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

The following property be zoned R-5 (Residential – 5 du/ac).

PEONY HEIGHTS ANNEXATION

A certain parcel of land lying in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE1/4) of Section 15 and the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 22, all in Township 11 South, Range 101 West of the 6th Principal

Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 4, Peony Subdivision, as same is recorded in Plat Book 14, Page 369, Public Records of Mesa County, Colorado and assuming the South line of the Southeast Quarter (SE 1/4) of said Section 15 bears S 89°26'44" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 04°20'36" W along the East line of said Lot 4, a distance of 214.96 feet to a point being the Southeast corner of said Lot 4; thence N 86°32'19" W, along the South line and the Westerly extension thereof of said Lot 4, a distance of 214.47 feet to a point within the right of way for Peony Drive; thence S 03°21'34" W, through said right of way, a distance of 542.17 feet; thence N 89°47'50" E along a line 2.00 feet North of and parallel with the North line of Panorama Point Annexation No. 1, Ordinance No. 4283, as same is recorded in Book 4731, Page 827, Public Records of Mesa County, Colorado, a distance of 312.18 feet; thence S 00°12'10" E, a distance of 2.00 feet to a point on the North line of said Panorama Point Annexation No. 1; thence S 89°47'50" W, along the North line of said Panorama Point Annexation No. 1, a distance of 575.50 feet; thence N 00° 12'10" W, a distance of 2.00 feet; thence N 89°47'50" E, along a line 2.00 feet North of and parallel with, the North line of said Panorama Point Annexation No. 1, a distance of 261.32 feet; thence N 03°21'34" E a distance of 754.47 feet to a point intersecting the Westerly extension of the North line of said Lot 4, Peony Subdivision; thence S 87°15'28" E, along said North line and its Westerly extension, a distance of 220.18 feet, more or less, to the Point of Beginning.

CONTAINING 48,855 Square Feet or 1.122 Acres, more or less, as described.

INTRODUCED on first reading the ___ day of ___, 2013 and ordered published in pamphlet form.

ADOPTED on second reading the _____ day of _____, 2013 and order published in pamphlet form.

ATTEST:

President of the Council

City Clerk



**Attach 3
CITY COUNCIL AGENDA ITEM**

Date: April 17, 2013
Author: Lori V. Bowers
Title/ Phone Ext: Senior Planner / 4033
Proposed Schedule: Resolution Referring Petition, May 1, 2013. 1st
Reading Zoning: June 5, 2013
2nd Reading: June 19, 2013
File #: ANX-2013-141

Subject: Karis House Annexation, Located at 536 29 Road
Action Requested/Recommendation: Adopt a Resolution Referring the Petition and Exercising Land Use Control for the Karis House Annexation, Introduce a Proposed Ordinance and Set a Hearing for June 19, 2013
Presenter(s) Name & Title: Lori V. Bowers, Senior Planner

Executive Summary:

A request to annex 0.207 acres, located at 536 29 Road. The Karis House Annexation consists of one parcel, including portions of 29 Road and Formay Avenue rights-of-way. The total annexation area contains 0.494 acres of which 0.289 acres or 12,627 sq. ft. is right-of-way.

Background, Analysis and Options:

Karis, Inc. purchased the property in 2009. Prior to this the property was owned by the Community Mennonite Church. Known as The Asset House, this facility is an existing two-year transitional program for homeless individuals and couples. In exchange for a modest sliding scale rent, residents receive housing, utilities, meals and assistance in moving towards self-sufficiency. The program also provides assistance from on-site house managers and a case manager who visits bi-weekly.

The request for annexation is due to their desire to coordinate City services and obtain CDBG funds to remodel and update the existing 9 units of transitional housing and construct an addition for 2 more units.

The subject property is a second property for Karis, Inc. They currently operate a home for homeless youth within the city. This facility has been provided previous CDBG funding. Karis, Inc. is now requesting funding for the Asset House (subject parcel), which upon annexation will be eligible for funding.

To date, there have been no complaints or comments regarding this proposal. A neighborhood meeting is scheduled for April 29th. A report of that meeting will be forwarded on to the City Council prior to the Public Hearing for annexation.

How this item relates to the 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 the Karis House will be consistent with the Comprehensive Plan, the existing county zoning, and will allow the use of a rooming and boarding house to continue within the guidelines of the City's Zoning and Development Code.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types, and life stages.

The Asset House meets a very specific need in the community. It provides shelter to its occupants for minimal rent, and ensures that its residents are fed and have access to a weekly case manager and a live-in house manager.

Board or Committee Recommendation:

The Planning Commission will consider the Zoning designation for the Annexation on May 14, 2013. Their recommendation will be forwarded for 1st Reading of the Zoning Ordinance on June 5, 2013.

Financial Impact/Budget:

None.

Legal issues:

There are none.

Other issues:

None.

Previously presented or discussed:

This item has not yet been presented or discussed.

Attachments:

1. Staff report/Background information
2. Site Location Map; Aerial Photo Map
3. Comprehensive Plan Map; Existing City and County Zoning Map
4. Annexation Map
5. Resolution Referring Petition
6. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION					
Location:		536 29 Road			
Applicants:		Karis Inc., property owner/applicant			
Existing Land Use:		Boarding or Rooming House			
Proposed Land Use:		Boarding or Rooming House			
Surrounding Land Use:	North	Multi-family Apartments			
	South	Residential Duplex-Triplex			
	East	Single-family Detached Residential			
	West	Single-family Detached Residential			
Existing Zoning:		County RMF-8 (Residential Multi-family – 8 du/ac)			
Proposed Zoning:		R-8 (Residential – 8 units per acre)			
Surrounding Zoning:	North	County RMF-8 (Residential Multi-family – 8 du/ac)			
	South	County RMF-8 (Residential Multi-family – 8 du/ac)			
	East	County RMF-8 (Residential Multi-family – 8 du/ac)			
	West	R-8 (Residential – 8 units per acre)			
Future Land Use Designation:		Residential Medium (4 to 8 Du/Ac)			
Zoning within density range?		X	Yes		No

Staff Analysis:

ANNEXATION:

This annexation area consists of 0.494 acres of land and is comprised of one parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

It is staff's 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 Karis House 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 owner's consent.

The following annexation and zoning schedule is being proposed.

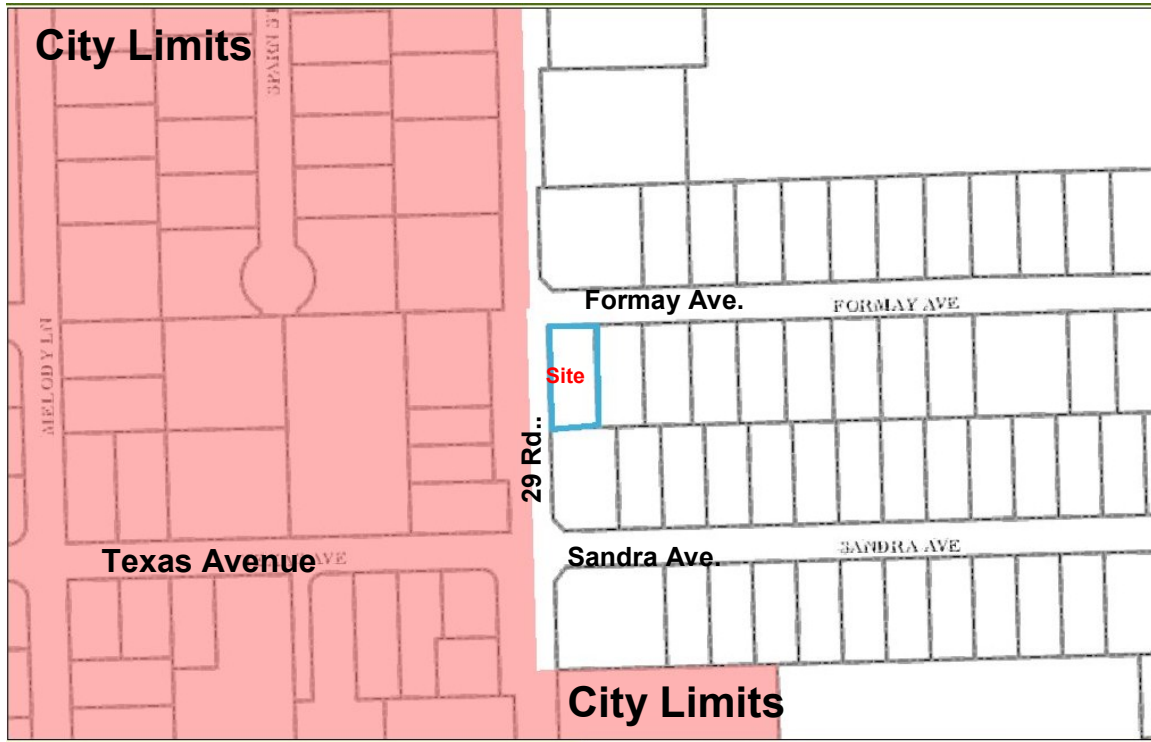
<i>ANNEXATION SCHEDULE</i>	
May 1, 2013	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
May 14, 2013	Planning Commission considers Zone of Annexation
June 5, 2013	Introduction Of A Proposed Ordinance on Zoning by City Council
June 19, 2013	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
July 21, 2013	Effective date of Annexation and Zoning

KARIS HOUSE ANNEXATION SUMMARY

File Number:		ANX-2013-141
Location:		536 29 Road
Tax ID Number:		2943-083-01-985
# of Parcels:		one
Estimated Population:		10
# of Parcels (owner occupied):		0
# of Dwelling Units:		1
Acres land annexed:		0.494
Developable Acres Remaining:		0
Right-of-way in Annexation:		0.289 or 12,627 square feet
Previous County Zoning:		RMF-8 (Residential Multi-family – 8 du/ac)
Proposed City Zoning:		R-8 (Residential – 8 units per acre)
Current Land Use:		Rooming/Boarding House
Future Land Use:		Rooming/Boarding House
Values:	Assessed:	\$45,310.00
	Actual:	\$203,650.00
Address Ranges:		536 29 Road
Special Districts:	Water:	Ute Water Conservancy District
	Sewer:	Within the 201 Boundary
	Fire:	Grand Junction Rural Fire
	Irrigation/ Drainage:	Grand Valley Irrigation / Grand Valley Drainage District
	School:	School District #51
	Pest:	None

Site Location Map

536 29 Road



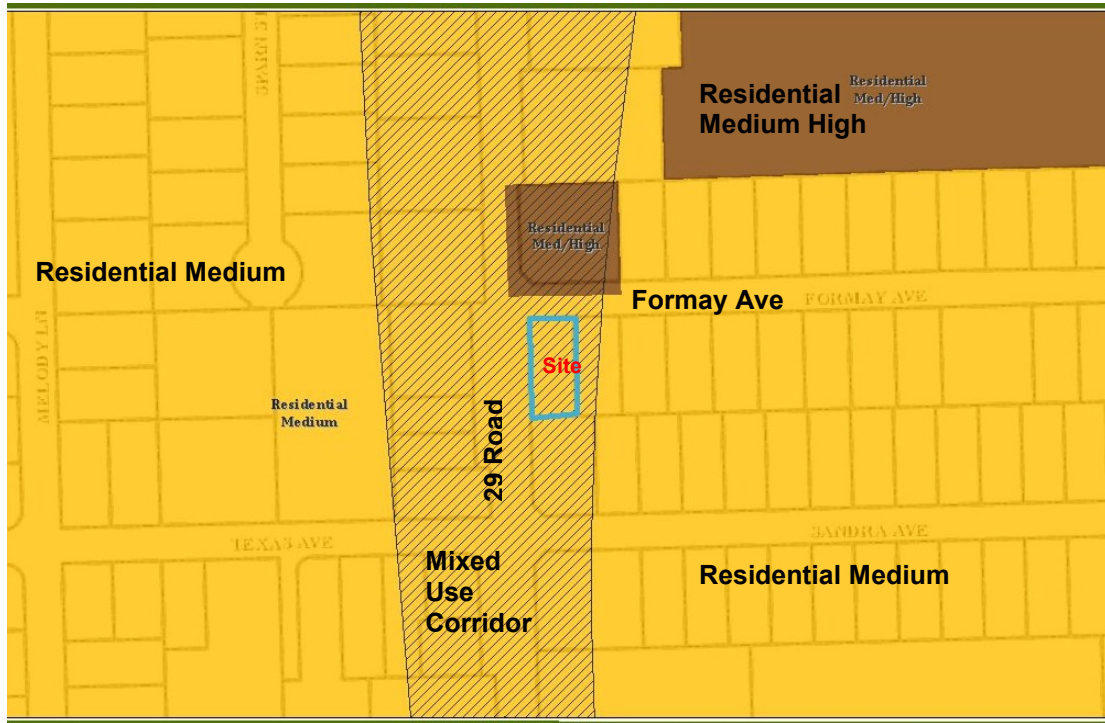
Aerial Photo Map

536 29 Road



Comprehensive Plan Map

536 29 Road



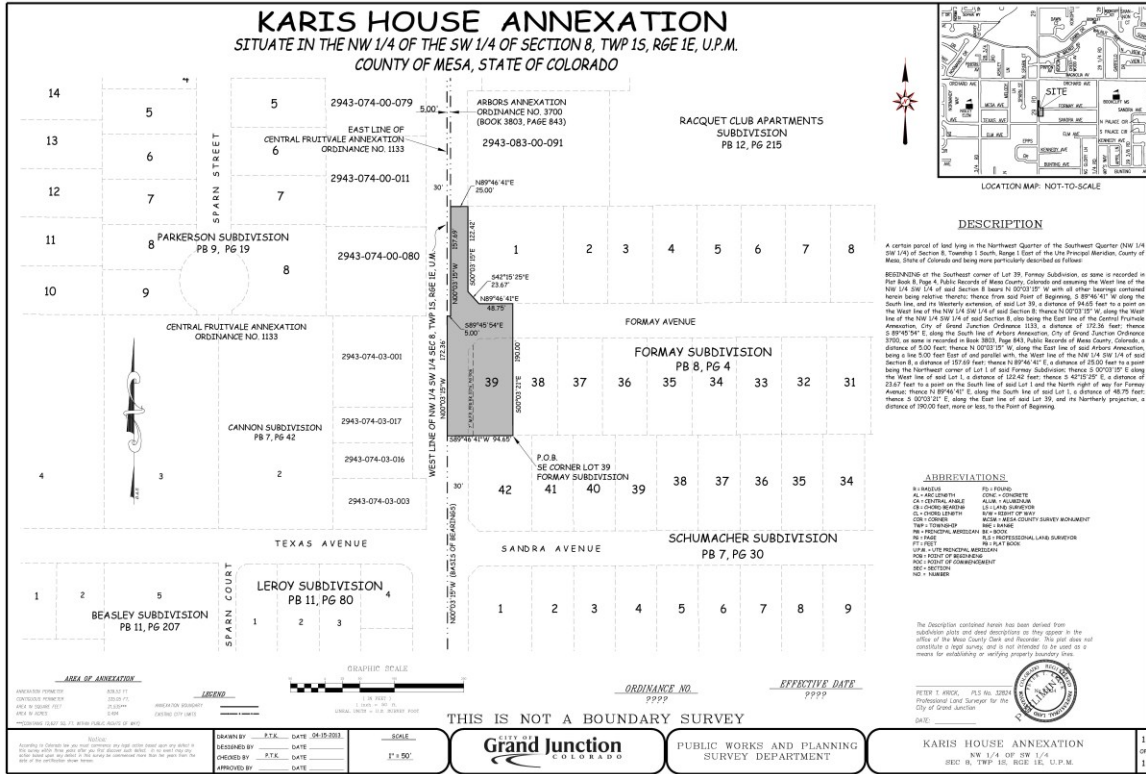
Existing City and County Zoning Map

536 29 Road



ANNEXATION MAP

536 29 Road



**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 1st of May, 2013, 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**

KARIS HOUSE ANNEXATION

LOCATED AT 536 29 ROAD

WHEREAS, on the 1st day of May, 2013, 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:

KARIS HOUSE ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 8, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 39, Formay Subdivision, as same is recorded in Plat Book 8, Page 4, Public Records of Mesa County, Colorado and assuming the West line of the NW 1/4 SW 1/4 of said Section 8 bears N 00°03'15" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°46'41" W along the South line, and its Westerly extension, of said Lot 39, a distance of 94.65 feet to a point on the West line of the NW 1/4 SW 1/4 of said Section 8; thence N 00°03'15" W, along the West line of the NW 1/4 SW 1/4 of said Section 8, also being the East line of the Central Fruitvale Annexation, City of Grand Junction Ordinance 1133, a distance of 172.36 feet; thence S 89°45'54" E, along the South line of Arbors Annexation, City of Grand Junction Ordinance 3700, as same is recorded in Book 3803, Page 843, Public Records of Mesa County, Colorado, a distance of 5.00 feet; thence N 00°03'15" W, along the East line of said Arbors Annexation, being a line 5.00 feet East of and parallel with, the West line of the NW 1/4 SW 1/4 of said Section 8, a distance of 157.69 feet; thence N 89°46'41" E, a distance of 25.00 feet to a point being the Northwest corner of Lot 1 of said Formay Subdivision; thence S 00°03'15" E along the West line of said Lot 1, a distance of 122.42 feet; thence S 42°15'25" E, a distance of 23.67 feet to a point on the South line of said Lot 1 and the North right of way for Formay Avenue; thence N 89°46'41" E, along the South line of said Lot 1, a distance of 48.75 feet; thence S 00°03'21" E, along

the East line of said Lot 39, and its Northerly projection, a distance of 190.00 feet, more or less, to the Point of Beginning.

CONTAINING 21,535 Square Feet or 0.494 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 19th day of June, 2013, 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 , 2013.

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>
May, 3, 2013
May 10, 2013
May 17, 2013
May 24, 2013

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

KARIS HOUSE ANNEXATION

APPROXIMATELY 0.494 ACRES

LOCATED AT 536 29 ROAD

WHEREAS, on the 1st day of May, 2013, 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 19th day of June, 2013; 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:

KARIS HOUSE ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 8, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 39, Formay Subdivision, as same is recorded in Plat Book 8, Page 4, Public Records of Mesa County, Colorado and assuming the West line of the NW 1/4 SW 1/4 of said Section 8 bears

N 00°03'15" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°46'41" W along the South line, and its Westerly extension, of said Lot 39, a distance of 94.65 feet to a point on the West line of the NW 1/4 SW 1/4 of said Section 8; thence N 00°03'15" W, along the West line of the NW 1/4 SW 1/4 of said Section 8, also being the East line of the Central Fruitvale Annexation, City of Grand Junction Ordinance 1133, a distance of 172.36 feet; thence

S 89°45'54" E, along the South line of Arbors Annexation, City of Grand Junction Ordinance 3700, as same is recorded in Book 3803, Page 843, Public Records of Mesa County, Colorado, a distance of 5.00 feet; thence N 00°03'15" W, along the East line of said Arbors Annexation, being a line 5.00 feet East of and parallel with, the West line of the NW 1/4 SW 1/4 of said Section 8, a distance of 157.69 feet; thence N 89°46'41" E, a distance of 25.00 feet to a point being the Northwest corner of Lot 1 of said Formay Subdivision; thence S 00°03'15" E along the West line of said Lot 1, a distance of 122.42 feet; thence S 42°15'25" E, a distance of 23.67 feet to a point on the South line of said Lot 1 and the North right of way for Formay Avenue; thence N 89°46'41" E, along the South line of said Lot 1, a distance of 48.75 feet; thence S 00°03'21" E, along the East line of said Lot 39, and its Northerly projection, a distance of 190.00 feet, more or less, to the Point of Beginning.

CONTAINING 21,535 Square Feet or 0.494 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 _____, 2013 and ordered published in pamphlet form.

ADOPTED on second reading the ____ day of _____, 2013 and ordered published in pamphlet form.

Attest:

President of the Council

City Clerk



Date: April 19, 2013
 Author: Harry M. Weiss
 Title/ Phone Ext: DDA Exec
Director / 256-4134
 Proposed Schedule: May 1, 2013
 2nd Reading: _____
 File # _____

Attach 4
CITY COUNCIL AGENDA ITEM

Subject: Outdoor Dining Lease for Downtown Vineyard Church, dba Downtown Coffee, 644 Main Street
Action Requested/Recommendation: Adopt Proposed Resolution
Presenter(s) Name & Title: Harry M. Weiss, DDA Executive Director

Executive Summary:

Downtown Coffee, located at 644 Main Street, is requesting a first-time Outdoor Dining Lease for a total area measuring 230 square feet in two non-contiguous areas – one directly in front of the business on the main sidewalk comprising 160 square feet, and a second along the west side of the business in the breezeway comprising 70 square feet. Downtown Coffee does not serve alcohol. All new Outdoor Dining Leases require initial approval by City Council; once authorized leases renew without subsequent Council review pursuant to the lease agreement.

Background, Analysis and Options:

The use of right of way on public sidewalks for outdoor dining by restaurants not serving alcoholic beverages use to be authorized under a permit process. City policy subsequently placed all outdoor dining activities under a lease program that treats businesses serving alcohol and those that don't uniformly. In Spring 2012, Council approved a revised standard Lease Agreement that is being used in this instance.

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

Goal 4: *Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing, and tourist attractions.*

The addition of outdoor dining areas continues to support the vibrant atmosphere of the downtown area, and offers a significant business opportunity for increased sales and greater customer satisfaction.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

There is no financial impact to the City.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

Resolution Authorizing the Lease of Sidewalk Right-of-Way to Downtown Coffee, with supporting documents

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____ 20____, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, DOWNTOWN VINEYARD CHURCH dba DOWNTOWN COFFEE, as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

RECITALS:

The City by Ordinance No. 3650 and subsequently amended by Ordinance No. 4120 established a Sidewalk Restaurant commercial activity permit for restaurants in the Downtown Shopping Park (DSP) on Main Street, Seventh Street and Colorado Avenue.

In accordance with that authority, the City Council and the DDA desire to make certain areas of the sidewalk in the DSP and at other locations as authorized available by lease to proximate land owners and/or lessees that want to make use of a portion of the public way for outdoor dining with or without alcohol service.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, it is agreed as follows:

1. Demise of Premises.

The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising two non-contiguous areas as follows: Approximately 160 square feet of the public way located in front of and immediately across the sidewalk from 644 Main Street, and approximately 70 square feet of the public way located west of and immediately abutting the Lessee's business. The City does hereby grant an easement across the sidewalk situated between the Lessee's business and the Premises for the purpose of transporting beverages and food to and from the Premises. Said easement runs concurrently with this Agreement.

The Premises and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

A brief description of the Lessee's business is attached as Exhibit B.

2. Term.

The term of this Agreement shall be for a period to commence on May 1, 2013. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on March 31, 2014. Following the initial term, this Lease shall renew annually on the 1st day of April for a term of one year until such time the agreement is terminated.

3. Rental.

Lessee shall pay rent to Lessor at the rate of \$1.00 per square foot per year and in the total sum of \$230.00, which sum shall be payable in advance at the offices of the City Clerk, Grand

Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

4. Permitted Uses and Hours of Operation.

Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or beverages to the public. The Premises may be open to the public during Lessee's normal business hours, but in no event shall food and/or beverage service extend beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music performance is permitted on the Premises, provided any amplification utilized shall not result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises boundaries.

5. Assignment or Subletting Prohibited.

Lessee shall not have the right to assign the lease or to sublet the Premises in whole or in part without the prior written consent of the City.

6. Compliance with Legal Requirements.

Lessee shall comply with all applicable requirements of any governmental or quasi-governmental body including City, County, State or Federal agencies, boards, councils and commissions having jurisdiction respecting any operation conducted on the Premises by Lessee or any equipment, installations or other property placed upon, in or about the Premises by Lessee.

Lessee further agrees to comply with all rules of the DDA relating to the use of the Premises. Prior to commencing alcohol service in the Premises, Lessee shall include the Premises in the licensed service area as required by the liquor laws of the State and City.

Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.

7. Taxes.

Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Lessee's possessory interest, improvements, furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises. All such amounts shall be paid prior to delinquency.

8. Utilities.

Lessee shall make arrangements for all utilities, if any, needed at the Premises and is responsible for payment of the fees and charges arising out of the provision and/or use of the utility service(s).

9. Improvements and Personal Property.

All construction, improvements, installations, furniture, fixtures and/or equipment on the Premises shall comply with the following:

a. Lessee may place furniture, fixtures and equipment in the Premises so long as the same do not endanger any passersby or patrons, and are secured to resist wind. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Premises nor impede pedestrian traffic on the sidewalk adjoining the Premises. The terms of this paragraph shall be construed to include but not be limited to perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee. The Lessee may store its fixtures on the Premises at its own discretion and shall accept and retain full responsibility and liability for any damage to or theft of such fixtures. Required perimeter fencing shall be continuously maintained during the term of this Agreement.

b. Lessee shall provide a physical demarcation of the perimeter of the Premises, such as planters or stanchions, subject to DDA approval of the form and location of the same, to facilitate monitoring of potential encroachments beyond the Premises. If alcohol service is permitted in the Premises, the perimeter of the Premises shall be enclosed by a fixed perimeter enclosure no less than thirty (30) inches in height, the material, design and installation of which shall be approved by the DDA. Openings in the enclosure shall not be less than 44 inches wide. If there is a gate it must swing inward to prevent obstruction of the sidewalk.

c. No gas lighting shall be permitted in the Premises. Battery powered lights, candles in wind-protected enclosures, and low wattage electric lights, such as Christmas lights, shall be allowed. Under no circumstances shall electrical wires, extension cords or similar wiring, cables or conduit extend beyond the Premises into the public way, (easement area or otherwise) nor cross pedestrian paths, nor be placed so as to create a tripping hazard. Any suspended lighting must be securely installed to prevent dislodgement, sagging, or other hazard.

d. Signs are expressly prohibited on the Premises, except for the following: i) menu signs in compliance with the City sign code, and ii) umbrellas that display the Lessee's business logo, and/or the logo of only one business product that is featured and representative of the theme of the business. Signs shall be subject to approval by the DDA and City. Third party business signs and/or identification are expressly prohibited on the Premises.

e. Lessee shall not utilize sidewalk trash and/or recycling receptacles for refuse generated within the Premises. Lessee may provide a private trash and/or recycling receptacle within the Premises provided that it is emptied and maintained on a regular basis.

f. Lessee shall remove any personal property, including but not limited to improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Premises promptly upon expiration without renewal of this Agreement. Failure to remove said property within ten (10) days of expiration shall be deemed an abandonment of said property,

and result in ownership thereof transferring to the DDA which shall have the right to dispose of said property as its own.

10. Safe and Sanitary Condition.

Lessee shall at all time keep the Premises in good repair and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Premises or by any injury or accident occurring thereon. Lessee shall be responsible, subject to applicable law regulating the discharge of contaminants to the sewer for power-washing or steam cleaning the sidewalk surface of the Premises twice yearly.

11. Lessor and Agent not Liable for Damages or Injuries.

Lessor and its Administrative Agent shall not be responsible to Lessee or to any other person or entity for damages or injuries arising out of the Lessee's use of the Premises. Lessor and/or its Administrative Agent are not an insurer for Lessee's activities and Lessee shall obtain appropriate insurance against potential damages, injury, lost profit or advantage and any and all other claims as determined in the Lessee's sole and absolute discretion. Lessee shall indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Premises.

12. Insurance.

Lessee agrees to furnish Certificate(s) of Insurance at least fifteen (15) days prior to the commencement of the term of this Agreement as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Premises. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.

13. Inspection, Access and Improvements by City and/or DDA.

Lessee agrees to permit the City, its designated representatives, and/or the DDA to enter upon the Premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. Lessee further agrees that if the City shall determine to make changes or improvements affecting the Premises which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such construction periods. The City

agrees to rebate all rents in the event it undertakes major structural changes that continue for a period in excess of 14 continuous days during a lease period.

14. Delivery and Condition of Premises upon Expiration or Termination.

Lessee agrees to surrender and deliver up the possession of the Premises in substantially the same condition as received, ordinary wear and tear and approved improvements excepted, promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.

15. Limitation of Rights Demised.

The City by this demise hereby conveys no rights or interest in the public way except the right to the uses on such terms and conditions as are described herein and retains all title thereto.

16. Sale or Transfer of Lessee's Business Interest

Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting or approximate property and agrees that on sale or other transfer of such interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

17. Attorney's Fees.

If legal action is taken by either party hereto to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees. If the City and/or DDA uses in-house counsel to prosecute or defend any action arising out of or under this Agreement the City and/or DDA shall be entitled to recover the value of those services at the prevailing rate of private litigation counsel in Grand Junction.

18. Waiver.

No failure by Lessor to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of Lessor's right to subsequently exercise same. Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Lessor's failure to timely assert his rights. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.

19. Default.

a. Each and every one and all of the following events shall constitute an Event of Default:

- i) If Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors;
- ii) if involuntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated, within ten (10) days after the institution or appointment;
- iii) if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and/or fails to pay any tax or assessment of the State, City or DDA and does not make the payment within ten (10) days after written notice thereof. For the purposes hereof, all

sums due from Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein and Lessee has absolutely no right of offset;

iv) if Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure or performance continues for a period of thirty (30) days after notice thereof;

v) if Lessee vacates or abandons the Premises;

vi) if the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntarily or involuntarily except as herein permitted;

vii) if Lessor, in any four month period during the Term, or spanning consecutive Terms, gives any notice to Lessee pursuant to subparagraphs iii) or iv) above, notwithstanding Lessee's cure of default within the allowable period or periods.

b. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right, at its option, to utilize any one or more of the following rights:

i) to cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten (10) days prior to the effective date of such termination. Upon the expiration of said ten (10) day period, the Lessee shall have no further rights under this Lease Agreement (but such cancellation shall not serve to release or discharge the damages Lessee owes to Lessor); and/or

ii) to make any payment required of Lessee herein or correct any condition required to be corrected by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting any such condition and to remain on the Premises until the complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein; and/or

iii) to reenter the Premises immediately with or without order of court and without claim of trespass, remove the property of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease Agreement. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises and placing them in satisfactory condition; and/or

vi) all other rights and remedies provided by law to a Lessor with a defaulting Lessee including all such money damages as Lessor shall be entitled pursuant to the law of damages.

c. In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an Event of Default, then the provisions establishing the least amount of time to cure after notice shall prevail.

d. Upon any breach hereof, regardless of whether such breach is, or becomes, an Event of Default; Lessor shall be reimbursed by Lessee for any reasonable attorney's fees incurred by Lessor in connection with such breach.

20. Notices and Written Consents.

All notices and written consents required under this Agreement shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

To Lessor: City of Grand Junction c/o City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

To Lessee: _____

To Agent: Downtown Development Authority c/o Executive Director
248 South 4th Street
Grand Junction, CO 81501

Notices shall be deemed served upon posting the same s addressed above and sent as First Class United States mail.

21. Binding Effect and Complete Terms.

The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and Lessee and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee. This Lease supersedes all prior leases between Lessor and Lessee.

22. Construction of Lease.

This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

23. Performance Standards.

It is the intention of all parties hereto that the obligations hereunder and actions related hereto will be performed in accordance with the highest standards of commercial reasonableness, common sense and good faith.

24. Authorization of Parties.

Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership and that reasonable evidence of such authorization will be provided to the other party upon request.

25. Administrative Agent.

In conformance with the City's delegation of management responsibilities and authority concerning the Downtown Shopping Park and others areas of the public way in downtown

Grand Junction, the City designates the DDA to serve as its Agent for the administration and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

Lessor: City of Grand Junction

Lessee:

By: Richard Englehart, City Manager

By:

Agent: Downtown Development Authority

By: Harry M. Weiss, Executive Director

Exhibit A: Proposed Lease Area (include dimensions and a sketch):

Exhibit A: Proposed Lease Area (include dimensions and a sketch):

The area of the pedestrian alleyway immediately west of and abutting 644 Main Street, Grand Junction, CO (Mesa County Parcel Number 2945-144-18-007), and the area of sidewalk in front of and south of 644 Main Street, more particularly described in the dimensioned sketch below:

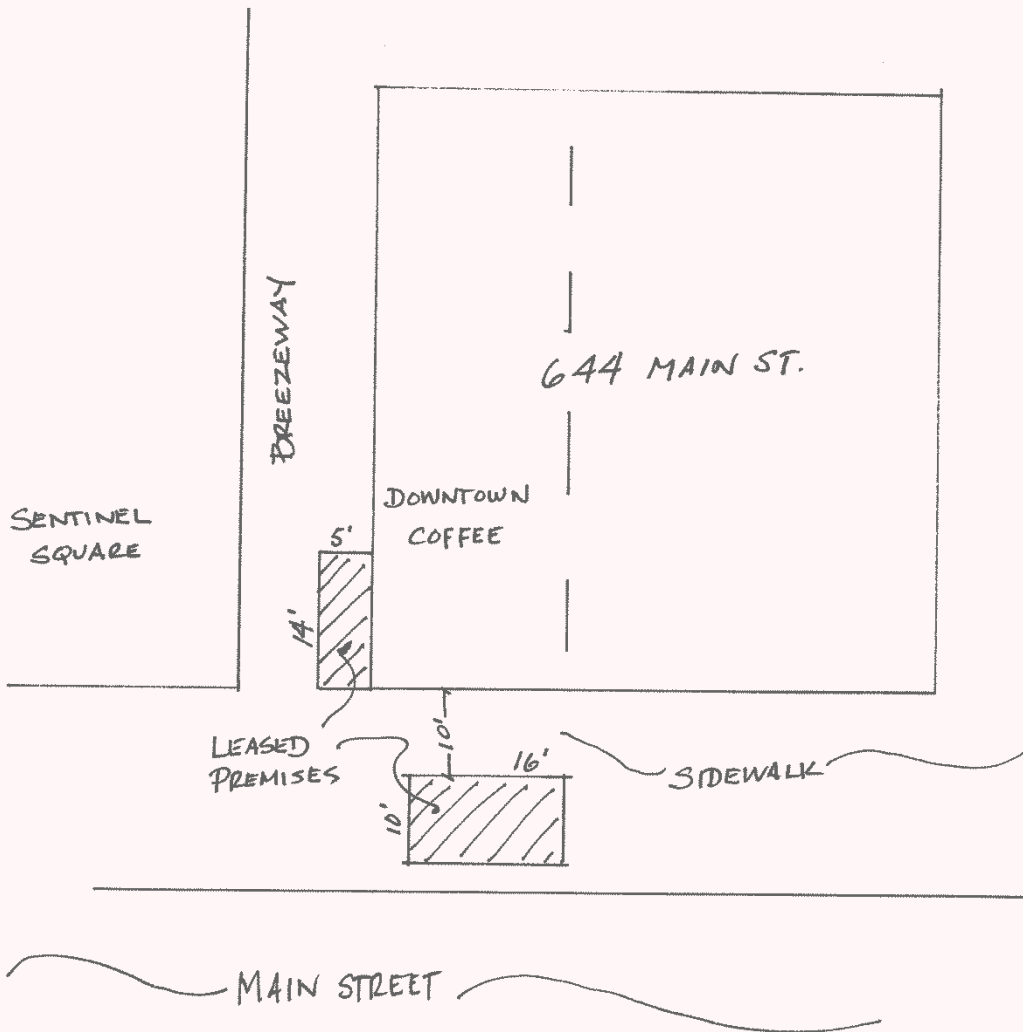


Exhibit B:

Exhibit B: Brief Description of Business / DDA Certification: include date, who prepared lessee signature or initials

Business Name (name of insured): DOWNTOWN VINEYARD CHURCH

DBA (if needed): DOWNTOWN COFFEE

Applicant / Relationship to Business: _____

Contact Phone and Email: 549-4519

Type of Food/Beverage to be served in leased area: no alcohol; coffee

Days of Operation / Operating Hours: M-F 7:30-5; SAT 8-2

How this operation will benefit Downtown Grand Junction:
add vitality to Main Street thru activation of sidewalk

Number of tables to be used in the leased area: ≤ 12

Number of chairs to be used in the leased area: ≤ 24

Semi-permanent or movable structures including carts, stands, signs, etc: _____
NA

Describe any musical or vocal presentations or effects to be used in the leased area:
NA

Copies of Current

Permits & Licenses Obtained:	State Sales Tax	<u>04283324-0000</u>
	City Sales Tax	<u>10266</u>
	Liquor License	<u>NA</u>
	Restaurant/Food Service (STATE)	<u>20-111548064</u>

Proof of Liability Insurance Coverage Provided? _____

DDA Certification: The Downtown Development Authority hereby finds that this application is proper, that all applicable permits have been obtained or will be obtained, that it is in compliance and will further the goals and objectives of the Plan of Development for Downtown Grand Junction, and that no current application exists for this location.

Signed: [Signature] Date: 4/25/13

If denied, state reason: _____

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

The Applicant assures the Downtown Development Authority and the City of Grand Junction that if a lease is issued, s/he will comply with all of the requirements and provisions of Grand Junction City Ordinance 3609, all other applicable ordinances and laws, and the Plan of Development for Downtown Grand Junction. The applicant further assures that s/he has obtained or will obtain all of the necessary and required permits or licenses to engage in the business or activity proposed.

I, _____, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:

(a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and

(b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

I realize that consideration for this release is the granting of a lease to me by the City of Grand Junction, and I realize and agree that this Hold Harmless/ Indemnity Agreement shall take effect whenever I begin to conduct the type of activities for which the lease has been applied or when the permit is issued, whichever is earlier. I also understand and agree that this agreement shall apply to any activities which I carry on which are done in violation of the terms of this lease.

Executed this ____ day of _____, 20__.

Signed: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK
RIGHT-OF-WAY TO DOWNTOWN VINEYARD CHURCH dba DOWNTOWN COFFEE,
644 MAIN STREET**

Recitals:

The City has negotiated an agreement for Downtown Vineyard Church dba Downtown Coffee to lease a portion of the sidewalk right-of-way located in front of and along the west side of 644 Main Street from the City for use as outdoor dining; and

The City Council deems it necessary and appropriate that the City lease said property to Downtown Vineyard Church dba Downtown Coffee.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way for an initial term commencing May 1, 2013, and terminating March 31, 2014, for the rental sum of \$230.00, to Downtown Vineyard Church dba Downtown Coffee.

PASSED and ADOPTED this day of _____, 2013.

President of the Council

Attest:

City Clerk



Date: April 17, 2013
 Author: Debbie Kovalik
 Title/ Phone Ext: ECVS Executive Director – ext. 4052
 Proposed Schedule: May 1, 2013

 2nd Reading
 (if applicable): _____

**Attach 5
 CITY COUNCIL AGENDA ITEM**

Subject: Contract for Carpet Replacement for Two Rivers Convention Center
Action Requested/Recommendation: Authorize the City Purchasing Division to Award a Contract to Empire Today LLC., in the Amount of \$57,930.70 to Purchase and Install New Carpet at Two Rivers Convention Center
Presenter(s) Name & Title: Debbie Kovalik, Economic, Convention, and Visitor Services Director Jay Valentine, Internal Services Manager

Executive Summary:

This request is for the purchase and installation of new carpet in the three Colorado River rooms (aka the exhibit hall) at Two Rivers Convention Center and is included in the 2013 capital budget.

Background, Analysis and Options:

This improvement was overwhelmingly suggested by customers as a priority for future improvements to the facility. There are no replacement pieces for severely stained and damaged carpet that remain from the existing inventory. The existing carpet was installed over 10 years ago.

A formal Invitation for Bid was issued via BidNet (an on-line site for government agencies to post solicitations), advertised in The Daily Sentinel, posted on the City’s website, sent to the Western Colorado Contractors Association (WCCA), and the Grand Junction Chamber of Commerce. Four companies submitted formal bids, which were found to be responsive and responsible, in the following amounts:

Company	Location	Bid Price
Empire Today, LLC	Denver, CO	\$57,930.70
Carpetime, Inc.	Grand Junction, CO	\$63,697.26
Gallagher’s Flooring, LLC	Grand Junction, CO	\$75,418.61
Abbey Carpet & Floor	Grand Junction, CO	\$79,478.80

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

Goal 4: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

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

This new carpet installation at Two Rivers Convention Center will enhance the customer’s experience and will help maintain the downtown area as a vibrant and regional hub. This improvement was overwhelmingly suggested by customers as their priority to future improvements to the facility.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

The budget for this project will be funded out of the Two Rivers Convention Center Fund as follows:

Carpet Installation (Empire Today)	\$57,931	
Floor Repair		\$16,069
<hr/>		
Total Project Budget		\$74,000

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

N/A



Date: 4-23-2013
 Author: Trent Prall
 Title/ Phone Ext: Engineering Manager, 970-256-4047
 Proposed Schedule: Wednesday, May 1, 2013
 2nd Reading
 (if applicable): N/A

**Attach 6
 CITY COUNCIL AGENDA ITEM**

Subject: Contract to Fund the Transfer of Mill Tailings to the Grand Junction Disposal Site (Formerly Known as the Cheney Repository).
Action Requested/Recommendation: Adopt a Resolution Authorizing the Mayor to Sign a Contract with the Department of Local Affairs (DOLA) for the Removal of Mill Tailings from the Interim Storage Facility at City Shops
Presenter(s) Name & Title: Greg Trainor, Public Works, Utilities, and Planning Director Trent Prall, Engineering Manager

Executive Summary:

The City of Grand Junction’s interim mill tailings storage facility at City Shops is reaching capacity. The Department of Energy has scheduled to open the Cheney Repository in late June to receive the mill tailings stored at City Shops as well as tailings being remediated at the Xcel’s Cameo plant demolition. This contract is with the State of Colorado’s Department of Local Affairs (DOLA) and allows the City to be reimbursed for expenses incurred by the Energy and Mineral Impact Assistance Program. The value of the contract is set at \$150,000. After the work is bid, the haul contract will come back to City Council for award.

Background, Analysis and Options:

The City of Grand Junction has a post-UMTRA, mill tailings repository developed in conjunction with the State Department of Health and Environment and the Department of Energy. Mill tailings from around the Western Slope are collected and temporarily stored at this facility before being hauled to the permanent repository at the Grand Junction Disposal Site, formerly known as Cheney Repository.

The temporary cell has a capacity of 5,000 cubic yards. The City has requested funding from the Department of Local Affairs, UMTRA funding, to remove the anticipated collection of approximately 4,900 cubic yards of mill tailings. The estimated cost to remove the current collection of mill tailings is \$150,000.

Contract with DOLA should be completed by mid-May. City staff would bid the work out and present a haul contract to City Council June 5. The removal project is scheduled for late June 2013 in conjunction with the Department of Energy’s opening of the Cheney Repository, and is expected to take 25 days to complete.

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

The Comprehensive Plan promotes a vision of a healthy lifestyle as part of being the “most liveable City west of the Rockies”. Removal of the mill tailings from various parts of the Western Slope helps towards ensuring the long term health and safety of our community.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

The project is estimated at \$150,000. All of the expenses will be reimbursed by the Energy and Mineral Impact Assistance Program as administered by DOLA. The City will need to amend the 2013 budget to appropriate both the revenues and the expenditures.

Legal issues:

None

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

Resolution

RESOLUTION NO. ____-13

**A RESOLUTION ACCEPTING STATE OF COLORADO ENERGY AND MINERAL
IMPACT ASSISTANCE PROGRAM FUNDS FOR THE REMOVAL OF MILL TAILINGS
FROM THE CITY OF GRAND JUNCTION'S INTERIM STORAGE FACILITY AND
HAUL THE MILL TAILINGS TO THE DEPARTMENT OF ENERGY'S GRAND
JUNCTION DISPOSAL SITE AND AUTHORIZING THE MAYOR TO SIGN A
CONTRACT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS**

Recitals:

The City of Grand Junction has a post-UMTRA, mill tailings repository developed in conjunction with the Colorado State Department of Health and Environment and the Department of Energy. Mill tailings from around the Western Slope are collected and temporarily stored at this facility before being hauled to the permanent repository at the Grand Junction Disposal Site, formally known as Cheney Repository.

The City has requested funds from Energy and Mineral Impact Assistance Program to reimburse the City for hauling the mill tailings from the interim storage facility to the Department of Energy's permanent repository.

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

Energy and Mineral Impact Assistance Program funds in the amount of \$150,000 are awarded to the City for the removal of mill tailings from the interim repository at City Shops and hauled to the Department of Energy's permanent repository at the Cheney reservoir site are hereby accepted and that the Mayor is hereby authorized to execute and enter into the Contract with the Colorado Department of Local Affairs.

PASSED AND APPROVED this _____ day of _____, 2013.

Bill Pitts
President of the Council

ATTEST:

Stephanie Tuin
City Clerk



Date: 4-24-2013
 Author: Trent Pral
 Title/ Phone Ext: Engineering
Manager, 970-256-4047
 Proposed Schedule: Wednesday,
May 1, 2013
 2nd Reading
 (if applicable): N/A

**Attach 8
 CITY COUNCIL AGENDA ITEM**

Subject: North Avenue (US Highway 6) Complete Streets Project Intergovernmental Agreement
Action Requested/Recommendation: Adopt a Resolution Authorizing the City Manager to Enter into an Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for the North Avenue Streetscape Improvements
Presenter(s) Name & Title: Greg Trainor, Public Works, Utilities, and Planning Director Trent Prall, Engineering Manager

Executive Summary:

In July of 2012, the City was awarded a Federal Transportation, Community, and System Preservation Program (TCSP) grant in the amount of \$1,190,099 for the North Avenue (US Highway 6) Complete Streets Project. This intergovernmental agreement establishes the relationship between Colorado Department of Transportation (CDOT), acting on behalf of Federal Highway Administration (FHWA), and the City of Grand Junction.

Background, Analysis and Options:

The Federal Transportation Community and System Preservation Program (TCSP) provides a grant opportunity to begin the implementation phase of the North Avenue plan. This grant focuses on livability aspects of highway corridors, including multi-modal design, access to transit, services and centers of trade. This grant is a 20% local agency and 80% Federal grant. While most of the 20% match will be with City staff providing in-kind services, there is \$80,000 budgeted in 2013 for consultants for the project including electrical, landscape, irrigation, environmental and geotechnical designs.

The streetscape improvements proposed are between 12th and 23rd Streets. These improvements include replacing the median curbing as needed, adding landscape ground cover, and upgrading the irrigation system to the existing medians. Additionally, the proposal includes adding sidewalk in areas where no walk exists and combining driveways where possible.

Schedule for the project is for the IGA to be completed by late June. Design would be through early 2014, followed by right of way acquisition (if necessary) and construction in the fall of 2014/early 2015. **Please note that construction phase funds in the amount of \$1,190,099 are not yet formally available. Funds will be made available by a formal amendment after federal authorization of this contract/IGA.**

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

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

The project relates to the Comprehensive Plan as well as the North Avenue Overlay Zone District by meeting the following policies:

Policy A – Design streets and walkways as attractive public spaces.

Policy B – Construct streets in the City Center, Village Centers, and Neighborhood Centers to include enhanced pedestrian amenities

Policy F – Encourage the revitalization of existing commercial areas.

The North Avenue West Corridor Plan implements Goal 8 and three of its policies. The recommended street cross section provides for enhanced pedestrian amenities that will be attractive public spaces. The Plan's recommended changes to the street edge, for example, building close to the street, increasing sidewalk width, adding plantings, pedestrian lighting, other pedestrian amenities, consolidating accesses, providing parking to the side and rear, etc. will revitalize the North Avenue corridor, a very important commercial corridor in the community.

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

Policy E – When improving existing streets or constructing new streets in residential neighborhoods, the City and County will balance access and circulation in neighborhoods with the community's need to maintain a street system which safely and efficiently moves traffic throughout the community.

The North Avenue West Corridor Plan implements Goal 9 and one of its policies. One of the Guiding Principles in the Plan is to minimize impacts to existing neighborhoods. The Plan is further enhancing this goal by creating a corridor that helps the City reach its vision of becoming most livable by providing for all modes of transportation on North Avenue in a safer and more aesthetic way.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

The financial breakdown for this project, should the grant be received, is as follows:

Sources	2013	2014	Total
City of Grand Junction Fund 201 capital funds	\$ 80,000	\$ -	\$ 80,000
City of Grand Junction in-kind services	\$ 108,763	\$ 108,763	\$ 217,525
Federal TSCP Grant / construction	\$ -	\$ 1,190,099	\$ 1,190,099
Total Project Sources	\$ 188,763	\$ 1,298,862	\$ 1,487,624
Expenditures (as of 4/20/13)	2013	2014	Total
Consultants - various disciplines	\$ 80,000	\$ -	\$ 80,000
Value of in-kind services	\$ 108,763	\$ 108,763	\$ 217,525
Construction Contract		\$ 1,190,099	\$ 1,190,099
Total Anticipated Expenditures	\$ 188,763	\$ 1,298,862	\$ 1,487,624

Legal issues:

None

Other issues:

N/A

Previously presented or discussed:

December 21, 2011 City Council authorized the City Manager to submit a grant application to the federal Transportation Community and System Preservation Program

July 30, 2012 Council was notified by email that the City was successful in receiving the grant.

September 17th, 2012 the North Avenue Streetscape project was included as part of the capital budget balancing presented to Council at the Readiness meeting.

Attachments:

Resolution

RESOLUTION NO. ____-13

A RESOLUTION ACCEPTING FEDERAL AID FUNDS FOR CONSTRUCTION WORK ON THE NORTH AVENUE (US HIGHWAY 6) COMPLETE STREETS PROJECT, AUTHORIZING CITY MATCHING FUNDS AND INKIND SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION

Recitals:

The City has requested funds from the Federal Transportation, Community, and System Preservation Program (TCSP) for a local construction project to be completed along North Avenue from 12th Street to 23rd Street. The project consists of a right-of-way acquisition and incidentals, design of North Avenue from 1st Street to 29 Road and construction from 12th Street to 23rd Street.

Federal aid funds were awarded to the City for the Transportation, Community, and System Preservation Program, through an Intergovernmental Agreement (IGA) between the Colorado Department of Transportation (CDOT) and the City of Grand Junction. The Project Number is PROJECT TCSP M555-029, (19365). A total amount of \$1,190,099 is awarded to the City from the Program and pursuant to the IGA, the City must contribute matching funds and in-kind services in the amount of \$297,525.

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

Federal aid funds in the amount of \$1,190,099 awarded to the City for construction work for the North Avenue (U.S. Highway 6) Complete Streets Project are hereby accepted and that the City Manager is hereby authorized to expend \$297,525 in matching funds and in-kind services for the project. The City Manager is authorized to execute and enter into the Intergovernmental Agreement with the Colorado Department of Transportation.

PASSED AND APPROVED this ____ day of _____, 2013.

Bill Pitts
President of the Council

ATTEST:

Stephanie Tuin
City Clerk



Date: April 19, 2013
 Author: Lori V. Bowers
 Title/ Phone Ext: Senior Planner / 4033
 Proposed Schedule: 1st reading, April 17, 2013
 2nd Reading: May 1, 2013
 File #: RZN-2013-77

**Attach 9
 CITY COUNCIL AGENDA ITEM**

Subject: 1941 Palisade Street Rezone, Located at 1941 Palisade Street
Action Requested/Recommendation: Hold a Public Hearing to Consider Final Passage and Final Publication in Pamphlet Form of the Zoning Ordinance
Presenter(s) Name & Title: Lori V. Bowers, Senior Planner Bret Guillory, Utility Engineer/Floodplain Manager

Executive Summary:

Request to rezone 0.24 acres from R-8 (Residential – 8 units per acre) to R-12 (Residential -12 units per acre) zone district. The applicant would like to rezone their property to R-12, which would allow a greater density on their property and thereby allow conversion of the larger house into a duplex.

Background, Analysis and Options:

The subject parcel is located in the Orchard Mesa Heights Subdivision which was platted in 1890. This area was annexed into the City in 1973 as part of the Central Orchard Mesa Annexation. There are two residences located on the property. The original house was constructed in 1926. An additional dwelling unit was constructed in 1938. The Assessor’s office classifies the uses on this property as a single-family residence and a townhouse.

The applicant purchased the property in November 2012. The older front house is currently a rental house. The larger house, which is located behind the older home, is currently vacant and is in desperate need of repair and renovation. It has two very large bedrooms and two midsized bedrooms with only one bathroom and one kitchen which are not sufficient for such a large dwelling. The applicant would like to convert the larger house into a duplex with two bedrooms in each unit. This will create a third dwelling unit on the property.

The property currently exceeds the maximum number of allowed dwelling units in the R-8 zone district because it is only 0.243 acres. The applicant would like to rezone their property to R-12, which would allow a greater density on their property and thereby allow conversion of the larger house into a duplex.

The Comprehensive Plan Future Land Use Map designates this area as Residential Medium which allows zoning up to R-8. This is the maximum zoning permitted under the current land use designation.

Blended Residential Land Use Categories Map and Rezone Request

The purpose of the Blended Residential Land Use Categories Map (“Blended Map”) which was established by City ordinance in 2010 as part of the Comprehensive Plan (found within Title 31.04 of the Grand Junction Municipal Code) is to allow an appropriate mix of density for a specific area without being limited to a specific Comprehensive Plan Future Land Use Map designation. It takes into account a range of housing densities that would be compatible with adjacent development.

The Blended Map “blends” compatible densities into three land use categories of Residential Low, Residential Medium and Residential High. In the Residential Low category the expected housing type is a single family detached house. In the Residential Medium category which is the category established on the Blended Map for the proposed rezone area, the type of housing would range from single family small lot with a detached residence to a multi-family development including small apartment buildings. In the Residential High category large condominium and apartment complexes would be allowed. Establishing residential housing ranges using these three categories allows for flexibility in the residential market, helps streamline the development process and supports the Comprehensive Plan’s vision and commitment to creating more housing variety which provides housing choice and price points to citizens. It also encourages the establishment of the residential component of Neighborhood Centers, Village Centers and concentrating compact growth in the City Center.

The Blended Map allows a property owner to request a rezone of their property to a zone district that implements the broader land use category identified on the Blended Map. For example, the Residential Medium category allows a compatible range of densities from four dwelling units per acre up to sixteen dwelling units per acre. A property owner with R-8 zoning could use the Blended Map to request a rezone to R-16. Creating a wider variety in housing type helps the housing market respond to housing needs. The Comprehensive Plan identified the need for more housing variety specifically in the multi-family market. The Blended Map is a tool the Comprehensive Plan established to encourage and support housing choice throughout the City. The broader range of densities and mix of housing types will occur within the same land use category such as Residential Medium Density (4 du/ac to 16 du/ac).

Utilizing the Comprehensive Plan’s Blended Map, the applicant is requesting a rezone to R-12, which will allow for the additional residential dwelling unit they are seeking and create a higher density than currently exists. The Blended Map has established a broader range of compatibility (4 to 16 dwelling units per acre) for this area of the City which supports the request to rezone to R-12 with a maximum of 12 dwelling units per acre. The adoption of the proposed zoning ordinance to R-12 would allow the applicant to proceed with an interior remodel to provide a third dwelling unit. Since no exterior expansion or additions are proposed, the neighborhood appearance remains the same

helping to reinforce adjacent residential compatibility even though one additional dwelling unit will be added.

Floodplain

The subject property is located in a non-FEMA flood plain that was identified by the Ayers Engineering Study in 2009. The 5-2-1 Drainage Authority commissioned the study for the Orchard Mesa area realizing there were potential flooding problems in this area. The potential for flooding has been created over time as the agricultural drain system was sized and built for irrigation tail water. As the area has become more urbanized, these agricultural drains have also been used for storm drains. The Ayers Study has been submitted to FEMA. If approved, the City anticipates that the floodplain areas of the Ayers Study will be identified on future FIRM map(s). A Floodplain Elevation Certificate will not be required if there is no new external building construction and the proposed remodel will be less than 50% of the value of the structure.

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

This project is consistent with the following Goals and Policies of the Comprehensive Plan:

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

By renovating the property and separating the larger house into a duplex, a mix of housing types will be obtained on this property. The single-family residence remains and two, two bedroom duplex type units will be added. In today's emerging market, two bedroom units seem to be more desirable than a traditional large four bedroom unit with only one bathroom.

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

The creation of the additional dwelling unit by an interior remodel will not increase the size or the footprint of the house. This is an appropriate reuse and preservation of the original house that also creates an additional needed housing type which is consistent with the Comprehensive Plan.

The Comprehensive Plan states that market conditions will help establish appropriate residential densities creating a wider mix of housing types and densities all within the same land use designation. The Blended Map Residential Medium category allows a range of compatible densities between four dwelling units per acre and sixteen dwelling units per acre that support a broad range of housing types.

Board or Committee Recommendation:

The Planning Commission recommended approval of the requested rezone at their March 26, 2013 meeting.

Financial Impact/Budget:

N/A

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

Consideration of the zoning ordinance was on April 17, 2013.

Attachments:

Site Location Map / Aerial Photo Map
Comprehensive Plan Map / Existing City Zoning Map
Blended Residential Map / Ayres 100 Year Floodplain Map
Ordinance

BACKGROUND INFORMATION					
Location:		1941 Palisade Street			
Applicants:		Rhonda Christensen, owner			
Existing Land Use:		Residential			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Residential			
	South	Vacant commercial land			
	East	Vacant land and credit union			
	West	Residential and warehouse			
Existing Zoning:		R-8 (Residential – 8 units per acre)			
Proposed Zoning:		R-12 (Residential – 12 units per acre)			
Surrounding Zoning:	North	R-8 (Residential – 8 units per acre)			
	South	C-1(Light Commercial)			
	East	R-8 (Residential – 8 units per acre) and C-1(Light Commercial)			
	West	R-8 (Residential – 8 units per acre) and C-1(Light Commercial)			
Future Land Use Designation:		Residential Medium (4-8 units)			
Blended Residential Land Use Categories Map		Residential Medium (4-16 units)			
Zoning within density range?		X	Yes	X	No

Section 21.02.140(a) of the Grand Junction Municipal Code

Zone requests must meet at least one of the following criteria for approval:

(1) Subsequent events have invalidated the original premise and findings;

Response: The original premises and findings are still valid.

This criterion has not been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan;

Response: The character of the area has changed due to the aging of older, inefficient homes built in the 1900's, 1930's, 1940's, and 1950's through 1996. This is an eclectic neighborhood, with some properties well cared for and others not as much. The condition of the subject parcel has become rundown and in need of renovation. The Comprehensive Plan predicts that market conditions will help establish appropriate residential densities creating a wider mix of housing types and densities all within the same land use designation as reflected

on the Blended Map. Dividing the larger house into two separate units (each unit with their own bathroom and kitchen) makes the housing more desirable, affordable and creates a needed housing type. Rezoning to R-12 will allow the interior remodel to create two separate dwelling units.

This criterion has been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed;

Response: The two existing houses currently are served by City water and sewer. There is a six inch water line in Palisade Street and an eight inch sanitary sewer line located in the alley on the west side of the property. Existing water and sewer lines have adequate capacity for the new water tap and a new sanitary sewer tap required for the conversion of the house to a duplex. The Fire Flow form shows there is adequate capacity to support an additional dwelling unit. The alley is un-improved. Palisade Street is a local street with no curb, gutter or sidewalk. A signed Power of Attorney per Section 21.06.010(b)(3)(i)(G) of the Zoning and Development Code, committing the property to participation in any future Street and/or Alley Improvement District would be required as a condition of receiving a planning clearance for a building permit; and new water and new sanitary sewer taps would be required for the conversion of the house to a duplex and shall be obtained by the applicant prior to issuance of the planning clearance.

Although community facilities are impacted by a new dwelling unit, these impacts are mitigated by the collection of a Transportation Capacity Payment (TCP) fee, School Impact fee and a Parks and Open Space fee. All required development fees are due and would be paid upon issuance of a Planning Clearance.

This criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use;

Response: There is an inadequate supply of land in the community designated for higher density that supports a range of housing types. Use of the Blended Map allows a range of compatible densities that support a mix of housing types and supports the applicant's request to rezone to a higher zone district to create a needed housing type.

This criterion has been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Response: The Blended Map allows the applicant to request a rezone to the R-12 which supports Goals 5 and 6 of the Comprehensive Plan (as stated above under Consistency with the Comprehensive Plan). The benefit to the

neighborhood will be a renovated and improved structure that will provide a clean and desirable place to live, and creation of a broader mix of needed housing types.

This criterion has been met.

Alternative Zone Districts

Although the Residential Medium category of the Blended Map would allow densities that range from four dwelling units per acre to sixteen dwelling units per acre, the only zone district that would increase density for the subject property is R-12. The property is too small to meet the density requirements of the R-16 zone district and the density requirement of R-16 is too much for this area without a better transition between existing density and new development.

The RO zone district is a transitional zone that is suitable for residential areas that are transitioning from residential to commercial land uses. This area is not experiencing that type of transition.

The R-4 and R-5 zone districts implement the Residential Medium category but do not support the mix of housing types that the Comprehensive Plan encourages.

In my opinion the most appropriate zone district that supports the Comprehensive Plan goals and policies is the R-12 zone district.

In addition to the zoning that the applicant has requested, the following zone districts also implement the Blended Map Residential Medium category for the subject property:

- f. R-16 (Residential – 16 units per acre)
- g. R-O (Residential – Office)
- h. R-4 (Residential 4 dwelling units per acre)
- i. R-5 (Residential 5 dwelling units per acre)

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

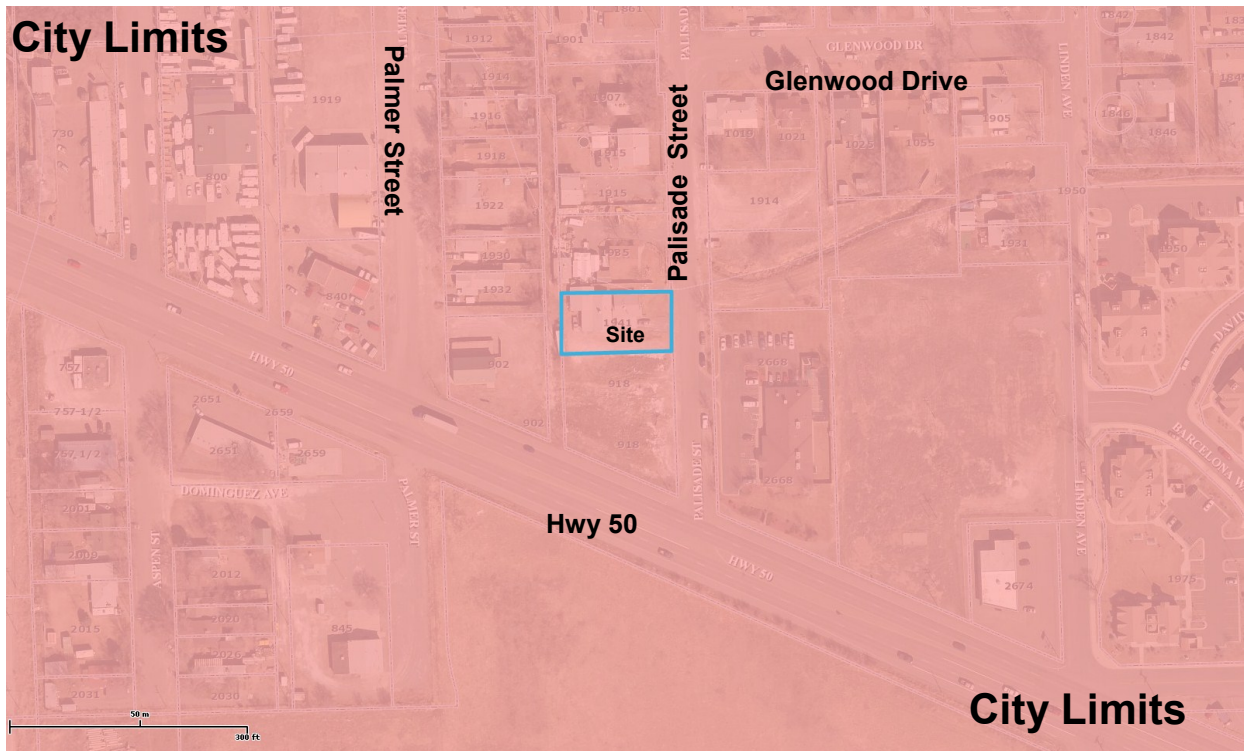
FINDINGS OF FACT/CONCLUSIONS/CONDITIONS:

After reviewing the 1941 Palisade Street Rezone, RZN-2013-77, a request to rezone the property from R-8 (Residential – 8 units per acre) to R-12 (Residential – 12 units per acre), the following findings of fact and conclusions have been determined:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan.
2. The review criteria in Section 21.02.140(a), specifically criteria 2, 3, 4 and 5 of the Grand Junction Municipal Code have been met.

Site Location Map

1941 Palisade



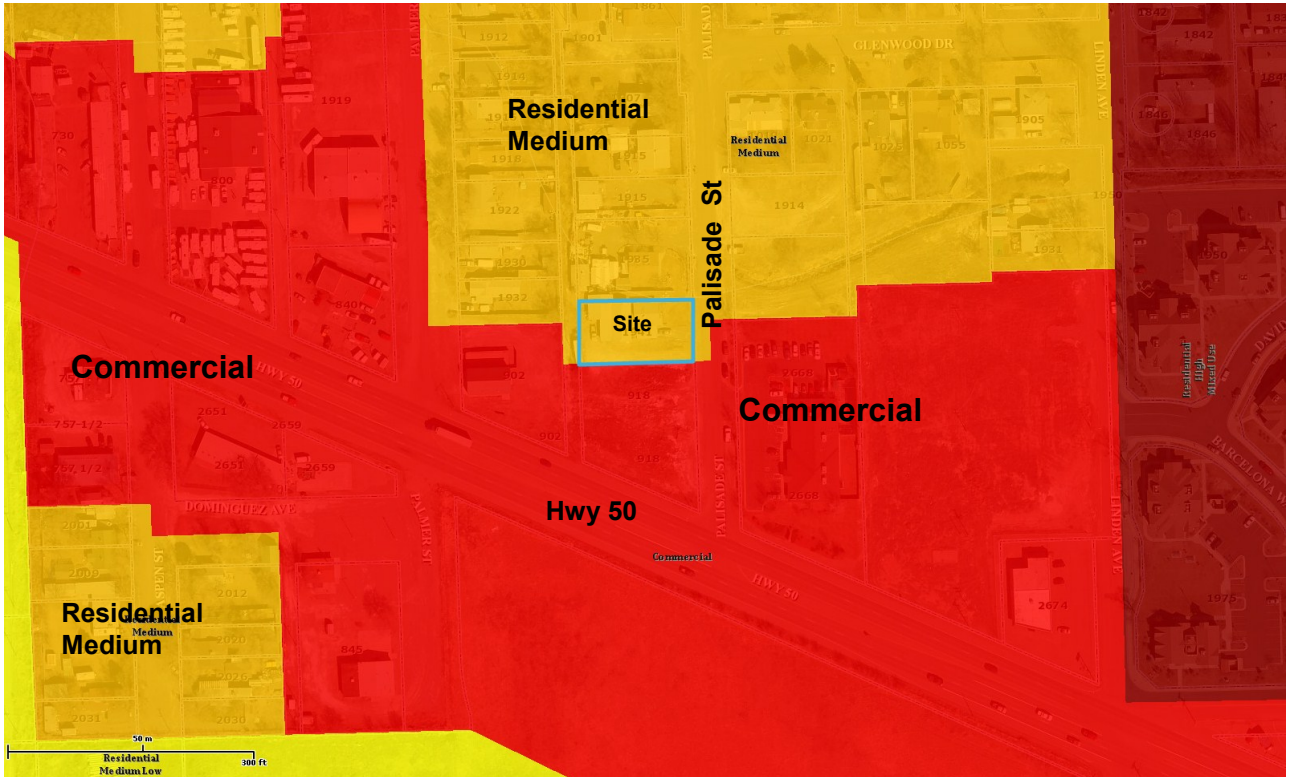
Aerial Photo Map

1941 Palisade Street



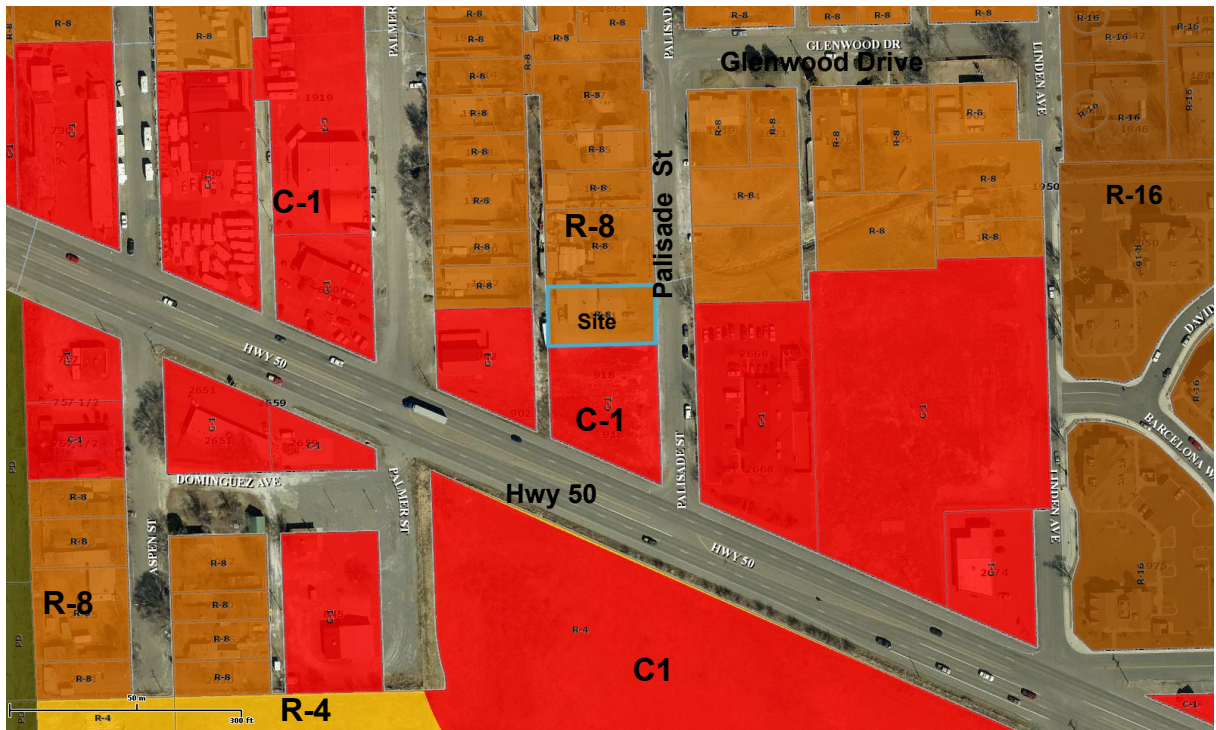
Comprehensive Plan Map

1941 Palisade Street



Existing City Zoning Map

1941 Palisade



Blended Residential Map



AYRES 100 YEAR FLOODPLAIN MAP



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING 1941 PALISADE STREET
FROM R-8 (RESIDENTIAL – 8 UNITS PER ACRE) TO
R-12 (RESIDENTIAL – 12 UNITS PER ACRE)**

Recitals:

The applicant purchased the property in November 2012. The older front house is currently a rental house. The larger house, which is located behind the older home, is currently vacant and is in desperate need of repair and renovation. The house has two very large bedrooms and two midsized bedrooms with only one bathroom and one kitchen which are not sufficient for such a large dwelling. The applicant would like to convert the larger house into a duplex with two bedrooms in each unit. This will create a third dwelling unit on the property.

The property currently exceeds the maximum number of allowed dwelling units in the R-8 zone district because it is only 0.243 acres. The applicant would like to rezone their property to R-12, which would allow greater density on their property and thereby allow conversion of the larger house into a duplex.

The Comprehensive Plan Future Land Use Map designates this area as Residential Medium which allows zoning up to R-8. This is the maximum zoning permitted under the current land use designation.

The Comprehensive Plan Blended Map allows a property owner to request a rezone of their property to a zone district that implements the broader land use category identified on the Blended Map. The Blended Map has established a broader range of compatibility (4 to 16 dwelling units per acre) for this area of the City which supports the request to rezone to R-12 with a maximum of 12 dwelling units per acre.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of rezoning the 1941 Palisade Street property from R-8 (Residential – 8 units per acre) to the R-12 (Residential – 12 units per acre) zone district for the following reasons:

1) The R-12 zone district is supported by the Residential Medium category of the Blended Map. The purpose of the Blended Map is to allow an appropriate mix of density for a specific area without being limited to a specific land use designation.

2) 1941 Palisade Street Rezone meets the Comprehensive Plan's goals and policies and is generally compatible with appropriate land uses located in the surrounding area.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the R-12 zone district to be established.

The Planning Commission and City Council find that the R-12 zoning is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property shall be rezoned R-12 (Residential – 12 units per acre).

2945-261-16-005

1941 PALISADE STREET

Lots 11, 12 and 13 in Block 21 of Orchard Mesa Heights, as same is recorded in Plat Book 1 Page 16, Public Records of Mesa County, Colorado, and, Beginning at the Southeast corner of said Lot 13 of said Block 21; thence East 15 feet; thence North to a point 15 feet East of the Northeast corner of said Lot 11; thence West 15 feet to the Northeast corner of said Lot 11, thence South to the Point of Beginning, As vacated by Order recorded April 21, 1949 in Book 503 at Page 70, County of Mesa, State of Colorado.

Introduced on first reading this 17th day of April, 2013 and ordered published in pamphlet form.

Adopted on second reading and ordered published in pamphlet form this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor



Date: April 3, 2012
 Author: Kristen Ashbeck
 Title/ Phone Ext: Senior Planner / 1491
 Proposed Schedule:
Approval 5/1/2013;
Execute agreements following approval
 File #: CDBG 2012-06

**Attach 7
 CITY COUNCIL AGENDA ITEM**

Subject: CDBG Subrecipient Contract with Karis Inc. for Previously Allocated Funds within the 2012 Community Development Block Grant (CDBG) Program Year
Action Requested/Recommendation: Authorize the City Manager to Sign the Subrecipient Contract with Karis, Inc. for the City's 2012 Program Year Funds
Presenter(s) Name & Title: Tim Moore, Deputy City Manager Kristen Ashbeck, Senior Planner/CDBG Administrator

Executive Summary:

The Subrecipient Contract formalizes the City's award of \$85,000 to Karis, Inc. allocated from the City's 2012 CDBG Program as previously approved by Council.

Background, Analysis and Options:

In May 2012, City Council approved allocation of its 2012 CDBG funding. Details of the funding for these projects are included below.

CDBG 2012-06 Karis, Inc. The House Acquisition: Karis, Inc. has established a homeless youth shelter at 2705 North 8th Street. The facility is a former single family residence that will be remodeled to serve as a homeless shelter for youth known as The House. Hilltop Community Resources, Inc. acquired the facility and Karis is now raising funds to purchase it from Hilltop. CDBG funds in the amount of \$85,000 will be matched with a grant from the Colorado Department of Local Affairs to acquire the property.

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

The projects funded through the 2012 CDBG grant year allocation will include steps towards the City's Comprehensive Plan Goals as listed below:

Goal 5: Provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages. The Karis, Inc. project discussed above will improve transitional housing for homeless families.

Goal 12: Goods and Services that Enhance a Healthy, Diverse Economy: The CDBG project discussed above also provides services that enhance our community including improved services for homeless persons.

Board or Committee Recommendation: NA

Financial Impact/Budget: 2012 CDBG Program Year Funds

Legal issues: NA

Other issues: None

Previously presented or discussed:

City Council discussed and approved the allocation of CDBG funding to these projects at its May 16, 2012 meeting.

Attachments:

1. Exhibit A, Subrecipient Contract – Foster Grandparent Program

ATTACHMENT 1

**2012 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH *KARIS, INC.***

**EXHIBIT "A"
SCOPE OF SERVICES**

1. Karis, Inc. has been awarded \$85,000 from the City's 2012 Community Development Block Grant (CDBG) funding cycle to acquire property for continued operation of The House, a shelter for homeless youth.
2. Karis, Inc. understands that the funds described in paragraph 1. above are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. Karis, Inc. shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically stated in the contract. Karis, Inc. shall provide the City with documentation establishing that all local and federal CDBG requirements have been and if required will continue to be met.
3. The City agrees to pay subject to the Subrecipient Agreement Karis, Inc. \$85,000 from its 2012 Program Year CDBG Entitlement Funds for the acquisition of The House located at 2705 North 8th Court ("property"). The acquisition will provide for continued operation of The House, a shelter for homeless youth. Acquisition (or acquire) as used in this agreement means closing and recordation of any and all deeds or evidence(s) of conveyances. If the subrecipient fails to acquire the Property on or before December 31, 2013 this agreement shall be null and void.
4. Karis, Inc. certifies that it will meet the CDBG National Objective of low/moderate limited clientele benefit (570.208(a)(2)). It shall meet this objective by providing services to low/moderate income persons in Grand Junction, Colorado.

_____ Karis, Inc.
_____ City of Grand Junction

5. Karis, Inc. certifies that it will meet eligibility requirements for the CDBG program. The acquisition of the Properties is eligible under 570.201(c) Public Facilities and Improvements; acquisition where the property is acquired for a public purpose and owned/operated by a non-profit organization.
6. CDBG funds shall be used only for acquisition costs. All additional costs (including any additional costs required for the property acquisition) shall be borne by Karis, Inc. Any property improvements and repair and/or rehab work are outside the scope of this contract.
7. If Karis, Inc. fails to purchase the property at 2705 North 8th Court by December 31, 2013, Karis, Inc. shall refund the City of Grand Junction CDBG funding.
8. During a period until December 31, 2018 the use or planned use of the Property may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program and B) Karis, Inc. provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If Karis, Inc. decides, after consultation with affected citizens that it is appropriate to change the use of the Property to a use which the City determines does not qualify in meeting a CDBG National Objective, Karis, Inc. must reimburse the City as established in paragraph 7 above. After December 31, 2018, the only City restrictions on use of the Property shall be those found within the City's laws, rules, codes and ordinances.
9. Upon the full and proper execution of the 2012 Subrecipient Agreement and the completion of all necessary environmental review of the site Karis, Inc. may proceed to acquire the Property. Acquisition of the Property as deemed by this agreement shall be completed on or before December 31, 2013. No reimbursement shall be made prior to that date if the subrecipient has not acquired the property.

Karis, Inc.
City of Grand Junction