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**CITY COUNCIL AGENDA
WEDNESDAY, JUNE 5, 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
Invocation – Pastor Mike Ferguson, Providence Reformed
Evangelical Church

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

Proclamations

Proclaiming the Month of June and Wednesday June 26, 2013 as “Bike Month and Bike to Work Day” in the City of Grand Junction

Proclaiming the Month of June 2013 as “Adult Protection Awareness Month” in the City of Grand Junction

*** Proclamation Celebrating the Life and Contributions of Councilmember Harry R. Butler

Revised June 5, 2013

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

REVISED

Council Comments

Citizen Comments

***** CONSENT CALENDAR ***®**

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

Action: Approve the Minutes of the May 22, 2013 Regular Meeting and May 29, 2013 Special Meeting

2. **Setting a Hearing on Zoning the Karis House Annexation, Located at 536 29 Road** [File #ANX-2013-141] [Attach 2](#)

A request to zone the 0.207 acre Karis House Annexation consisting of one parcel located at 536 29 Road, to R-8 (Residential – 8 units per acre) zone district.

Proposed Ordinance Zoning the Karis House Annexation to R-8 (Residential – 8 Units Per Acre), Located at 536 29 Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for June 19, 2013

Staff presentation: Lori V. Bowers, Senior Planner

3. **Contract for the North Avenue Accessibility Improvements Project, Along North Avenue between 1st Street and 29 Road** [File #CDBG-2012-14] [Attach 3](#)

This request is to award a construction contract for the North Avenue Accessibility Improvements Project. The scope of the project consists of construction of accessible ramps and segments of concrete sidewalk at various locations where these pedestrian improvements are substandard or non-existent.

Action: Authorize the City Purchasing Division to Sign a Contract with All Concrete Solutions, LLC in the Amount of \$52,677.63 for the North Avenue Accessibility Improvements Project

Staff presentation: Greg Trainor, Public Works, Utilities, and Planning Director
Jay Valentine, Internal Services Manager

4. **Contract for CDOT Maintenance of Traffic Control Devices** [Attach 4](#)

The CDOT Maintenance Contract for Traffic Control Devices provides the City with annual reimbursement for City forces to maintain traffic signals, signs, striping and marking on State Highways within City limits.

Resolution No. 36-13—A Resolution Authorizing an Agreement Between the City of Grand Junction and the Colorado Department of Transportation (CDOT) to Perform Traffic Maintenance Services on State Highways

®Action: Adopt Resolution No. 36-13

Staff presentation: Greg Trainor, Public Works, Utilities, and Planning Director

** 5. **Contract for the 2013 Sewer Line Replacement Project** [Attach 5](#)

This request is to award a construction contract for the sewer line replacement project at various locations within the Persigo 201 boundary. This annual program replaces aging sewer lines that have surpassed their design life. In all, a total of 12,070 lineal feet of sewer main line will be replaced as part of this project.

Action: Authorize the City Purchasing Division to Enter into a Contract with Sorter Construction, Inc. of Grand Junction, CO for the 2013 Sewer Line Replacement Project for the Bid Amount of \$1,234,564

Staff presentation: Greg Trainor, Public Works, Utilities, and Planning Director
Jay Valentine, Internal Services Manager

*** 6. **Amending Council Committee Assignments for 2013 - 2014** [Attach 6](#)

On May 6, 2013 the City Council reviewed and determined who on the City Council would represent the City Council on various boards, committees, commissions, authorities, and organizations. The proposed resolution amends those assignments.

Resolution No. 38-13—A Resolution Amending Resolution 30-13 Appointing and Assigning City Councilmembers to Represent the City on Various Boards, Committees, Commissions, Authorities, and Organizations

®Action: *Adopt Resolution No. 38-13*

Presenter: City Council

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

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

7. **Appeal of the Planning Commission's Decision Regarding the Department of the Interior Conditional Use Permit for Properties Located at 445 West Gunnison Avenue and 302 West Ouray Avenue (CUP-2013-69)** [File #APL-2013-209] [Attach 7](#)

Appeal of the Planning Commission's approval of a Conditional Use Permit (CUP-2013-69) for offices, located within an existing and expanded structure, with an accessory fleet vehicle and outdoor storage yard located on 4.374 acres at 445 West Gunnison Avenue and 302 West Ouray Avenue for the Department of the Interior, all within a C-1 (Light Commercial) zone district.

Action: *Consideration of the Appeal*

Staff presentation: John Shaver, City Attorney
Brian Rusche, Senior Planner

8. **Public Hearing—Peony Heights Annexation and Zoning, Located at 612 Peony Drive** [File # ANX-2013-96] [Attach 8](#)

A request to annex and zone 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. The requested zoning is the R-5 (Residential – 5 du/ac) zone district.

Resolution No. 37-13—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Peony Heights Annexation, Located at 612 Peony Drive and Including Portions of the Peony Drive and Broadway (Hwy. 340) Rights-of-Way, is Eligible for Annexation

Ordinance No. 4586—An 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

Ordinance No. 4587—An Ordinance Zoning the Peony Heights Annexation to R-5, (Residential – 5 DU/AC), Located at 612 Peony Drive

®Action: Adopt Resolution No. 37-13, Hold a Public Hearing, and Consider Final Passage and Final Publication in Pamphlet Form of Ordinance Nos. 4586 and 4587

Staff presentation: Scott D. Peterson, Senior Planner

9. **Purchase of a Single Axle 5-Yard Dump Truck with a Magnesium Chloride Spray Tank** [Attach 9](#)

This request is for the purchase of a scheduled equipment replacement of a single axle 5-yard dump truck with a magnesium chloride spray tank.

Action: Authorize the City Purchasing Division to Purchase a Single Axle 5-yard Dump Truck with a Magnesium Chloride Spray Tank from Transwest Freightliner, Grand Junction, CO, with Kois Brothers Equipment

Staff presentation: Jay Valentine, Internal Services Manager
Greg Trainor, Public Works, Utilities, and Planning Director

*** 10. **Avalon Theatre Project** [Attach 10](#)

Since 2008 the City, DDA and the Avalon Theatre Foundation Board have been working toward transforming the Avalon Theatre into a fully functioning performing art center. As a result of a three phase master plan, design work and construction documents were completed for the first phase (core) to address life safety, accessibility and improved public amenities. This core project was put out to bid earlier this year. FCI Constructors were the most responsive and responsible low bid and have since been working with the project team to bring construction alternatives to be discussed with City Council.

Action: Council Consideration to Affirm, Reverse or Amend Resolution No. 27-12

- *To affirm would be to direct the City Manager to enter into negotiations with FCI Constructors and Chamberlin Architects and enter into contracts not to exceed the City's commitment of \$3,000,000*
- *To reverse would be to direct the City Manager to end all negotiations and release any and all contracts, relationships and understandings with contractors and consultants, paying what is owed to date*
- *To amend would be to direct the City Manager on how Council would like to proceed and committing the funding to achieve that direction*

Staff presentation: Rich Englehart, City Manager

11. **Non-Scheduled Citizens & Visitors**
12. **Other Business**
13. **Adjournment**

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

May 22, 2013

The City Council of the City of Grand Junction convened into regular session on the 22nd day of May, 2013 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boechenstein, Rick Brainard, Harry Butler, Martin Chazen, Jim Doody, Phyllis Norris, and Council President Sam Susuras. Also present were City Manager Rich Englehart, City Attorney John Shaver, and Deputy City Clerk Debbie Kemp.

Council President Susuras called the meeting to order. Councilmember Chazen led the Pledge of Allegiance, followed by an invocation by Pastor Mike Rossmann, Valley Bible Church.

Proclamations

Proclaiming May 19 – 25, 2013 as “Emergency Medical Services Week” in the City of Grand Junction

Councilmember Boeschenstein read the proclamation.

Ken Watkins, Fire Chief, presented an award to Firefighter Brad Siler. Mr. Siler was recognized for his five year City Service Award. He is being deployed as a member of the naval reserve for one year and will be gone when he is due to receive the award.

Chief Watkins thanked City Council for the Proclamation. He introduced the team on duty from Fire Station #1. Fire Department Staff are out every day providing emergency medical services for the community. The theme this year for EMS Week is “One Mission, One Team”. An award ceremony called the Phoenix Award Ceremony was sponsored by Community Hospital to recognize cardiac saves in the community. He thanked Councilmember Doody and City Manager Englehart for attending the award ceremony.

Proclaiming May 25 – 31, 2013 as “Grand Junction Business Incubator Center Week” in the City of Grand Junction

Councilmember Norris read the proclamation.

Will Hayes, Grand Junction Business Incubator Board Chair, thanked City Council for recognizing the Business Incubator Center. He had the pleasure of going to Boston to accept the Dinah Adkins Incubator of the Year award on behalf of the Incubator. He recognized the Incubator Staff for all their work. Jon Maraschin, Executive Director for the Incubator, congratulated the new Councilmembers. Mr. Maraschin said economic

development is the key to success. He thanked everyone for their help in the success of the Incubator. Pat Tucker, Incubator Board Member, said she has been on the Board twice and is proud to be part of the organization.

Proclaiming June 1 – June 8, 2013 as “National Neighborworks Week” in the City of Grand Junction

Councilmember Butler read the proclamation.

Eldon Krugman, Executive Director of Housing Resources of Western Colorado, said that Neighborworks America is responsible for this event. They provide funding as an incentive for affordable housing projects. Housing Resources is a Charter member of the organization. He thanked City Council for the proclamation.

Certificate of Appointment

Paul Nelson was present to receive his Certificate of Appointment to the Grand Junction Airport Authority.

Council Comments

Councilmember Butler said it is good to be back on Council. It is a great Council, they will work together and benefit the City.

Councilmember Chazen said that he attended a strategic planning session with the Associated Governments of Northern Colorado (AGNC). He went to the Visitor and Convention Bureau (VCB) meeting; they just opened up a great addition to their website which will be good for economic development.

Councilmember Norris went to the Horizon Drive Association Business Improvement District meeting and said it is a great group working to bring more money into Grand Junction.

Councilmember Boecheinstein said on May 16th, he and Councilmember Doody attended the ribbon cutting for Edgewater Brewery. It is an amazing investment for the area and revitalization for the Riverfront. He also attended the Colorado Mesa University (CMU) groundbreaking for the new classroom building, and the Municipalities Dinner. He then talked about economic development. The Riverfront Commission had a presentation on the Las Colonias and the Monument Road Corridor Plan. He noted there were many meetings attended by City Councilmembers.

Citizen Comments

Clark Carroll, 1240 Cannell Avenue, expressed his love for the City and Colorado Mesa University (CMU). He also thanked Brady Trucking, the Police Department, and the Fire Department. He thanked the students he has come to know that live in his neighborhood. He then read the "Principals of Americanism."

"The characteristics which distinguish our form of government from others is the recognition of truth that the inherent and fundamental rights of man are derived from God and not from governments, dictators, or majorities. These inalienable rights which are gifts of man from his creator are freedom of worship, freedom of speech and press, freedom of assemblies, freedom to work in such occupations as the experienced training and qualifications of man may enable him to secure and hold, freedom to enjoy the fruits of his work, which means the protection of his property rights. The right to pursue his happiness so long as he does not harm others in the pursuit of his happiness. Upon these basic principals, the whole structure of our form of government that was established by our forefathers."

Mr. Carroll thanked City Council and said he appreciated the time he was given to speak.

John Williams, 433 N. 7th Street, said he is known as the "tortured artist" in Grand Junction. His family has lived here for 50 years and a lot of people are upset about Councilmember Rick Brainard. He feels Councilmember Brainard should step down. He would step down if he was in the same situation. He lauded City Attorney Shaver for the great person he is and also lauded City Clerk Stephanie Tuin. He has been writing a book for the last three years about what goes on in Grand Junction which will come out soon.

Mare Charlesworth, 2712 Rincon Drive, said she was touched by the invocation. She is included in a group that has been labeled as non-educated, uninformed, and angry by Councilmember Susuras. She stated that members in this group are highly educated people. She feels she has a right to be angry. She is a survivor of abuse. She was in the courtroom when Councilmember Brainard was sentenced and asked him whose fault it was that he lost his job and was kicked off of various boards. She feels that Councilmember Brainard should not have taken the oath of office. She advised Council President Susuras that she has watched him when women are talking about this topic during Council meetings and he doesn't seem to be listening. She asked Council President Susuras and Councilmember Brainard to step down from City Council. She said the business she works for pulled out of the Chamber of Commerce because of issues regarding Councilmember Brainard.

CONSENT CALENDAR

Councilmember Doody read Consent Calendar items #1-6 and then moved to adopt the Consent Calendar. Councilmember Boeschenstein seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meetings**

Action: Approve the Minutes of the May 1, 2013 Regular Meeting and the May 6, 2013 Special Meeting

2. **Setting a Hearing on the Perry Annexation, Located at 2884 B Road** [File #ANX-2013-104]

A request to annex 4.712 acres, located at 2884 B Road. The Perry Annexation consists of one parcel and no public right-of-way.

Resolution No. 31-13—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, Perry Annexation, Located at 2884 B Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Perry Annexation, Approximately 4.712 Acres, Located at 2884 B Road

Action: Adopt Resolution No. 31-13, Introduce a Proposed Ordinance, and Set a Hearing for July 3, 2013

3. **Setting a Hearing on the Heritage Church Annexation, Located at 2935 Patterson Road** [File #ANX-2013-105]

A request to annex 0.84 acres, located at 2935 Patterson Road. The Heritage Church Annexation consists of one parcel of 0.68 acres and 0.16 acres (6,940 square feet) of the 29 3/8 Road right-of-way.

Resolution No. 32-13—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, Heritage Church Annexation, Located at 2935 Patterson Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Heritage Church Annexation, Approximately 0.84 Acres, Located at 2935 Patterson Road and Including Portions of the 29 3/8 Road Right-of-Way

Action: Adopt Resolution No. 32-13, Introduce a Proposed Ordinance, and Set a Hearing for July 3, 2013

4. **Vacating a Portion of an Existing Public Utility Easement in Village Park, Located at 615 28 1/4 Road** [File #VAC-2013-4]

The applicant is requesting to vacate a portion of an existing public utility easement that is no longer needed. A new easement has been dedicated and a new sewer line has been constructed so there is no need for this portion of the easement to remain.

Resolution No. 33-13—A Resolution Vacating a Portion of an Existing Public Utility Easement Located at 615 28 1/4 Road (Village Park)

Action: Adopt Resolution No. 33-13

5. **Purchase of Property at 764 Valley Court and 779 22 Road for the 22 Road Realignment at Highway 6 Project**

The City has accepted a counteroffer from Magerko Real Estate, LLC to purchase a portion of the property at 764 Valley Court and 779 22 Road. The City's acceptance of this offer is contingent upon City Council's ratification of the purchase contract.

Resolution No. 34-13—A Resolution Authorizing the Purchase of Real Property by the City of Grand Junction Located at 764 Valley Court and 779 22 Road from Magerko Real Estate, LLC and to Ratify Actions Heretofore Taken in Connection Therewith

Action: Adopt Resolution No. 34-13

6. **Transfer of the Ownership of the Cable Television Franchise from Cablevision Systems Corporation to Charter Communications Incorporated**

Earlier this year Cablevision Systems Corporation ("Cablevision"), the parent company of Bresnan Communications LLC ("Bresnan") dba Optimum entered into an agreement with Charter Communications Incorporated ("Charter") to transfer control of the Grand Junction cable television franchise to Charter. If the change in control is approved Bresnan will continue to operate the local franchise. The change in control is at the parent company level.

The companies have provided adequate legal disclosure via FCC form 394. Staff has reviewed the 394 form disclosures and saw no issues.

Resolution No. 35-13—A Resolution of the City of Grand Junction, Colorado
Approving the Change of Control of the Cable Television Franchise

Action: Adopt Resolution No. 35-13

ITEMS NEEDING INDIVIDUAL CONSIDERATION

CDBG 2013 Program Year Funding Requests [File #2013 CDBG]

City Council will consider which activities and programs to fund for the Community Development Block Grant (CDBG) 2013 Program Year. The City will receive approximately \$352,950 for the 2013 Program Year which begins September 1, 2013.

Tim Moore, Deputy City Manager, introduced this item. He advised that Council spent time at a workshop on May 20th looking at all the programs that are being discussed under this item. He explained the CDBG funding and advised that it is money provided to the City in order to grant it out to qualifying programs. He said that over the last 17 years, \$7 million dollars have been allocated to various programs. He then introduced Kristen Ashbeck, Senior Planner/CDBG Administrator.

Kristen Ashbeck, Senior Planner/CDBG Administrator, presented this item. She summarized each of the projects chosen by City Council for funding:

1. Program Administration

The City allocated \$5,000 2012 CDBG funds for general administration of the program, there is a remaining balance of \$2,900 which will likely be expended by September 1, 2013. Council can consider what level of CDBG funding they would like to use for 2013 Program Administration. **Recommended Funding: \$43,000**

2. St. Mary's Hospital Foster Grandparent Program

This program places low income senior volunteers in school, day care, Head Start, preschool, and safe house facilities to help children with special needs. Funding would reimburse 55 city-resident volunteers for gas and mileage to serve an anticipated 2,000 children. The Foster Grandparent Program has received CDBG funding for this same purpose in 2003, 2004, 2007, 2010, 2011, and 2012. All funds have been expended and projects closed out except for the 2012 grant which has a 60% balance remaining. **Recommended Funding: \$10,000**

3. St. Mary's Hospital Senior Companion Program

The Senior Companion Program enables low to moderate income active seniors to assist other low income frail, elderly persons so that these persons can continue to live at home rather than in an assisted living facility. In 2012, services were provided to 341 clients, using 30 senior volunteers. CDBG funds would be used to reimburse volunteers for mileage expenses incurred for traveling to and from their client's home

and for travel to provide other services to the client. The Senior Companion Program has received CDBG funding for this same purpose in 2003, 2004, 2007, 2009, 2011 and 2012. All funds have been expended and projects closed out except for the 2012 grant which has a balance of less than 10% remaining. **Recommended Funding: \$12,000**

4. Marillac Clinic, Inc.

Marillac Clinic serves low and moderate income, uninsured and underinsured individuals and families who pay a portion of the cost of medical and dental services. Many of the persons served are homeless. Funding is requested for both 1) provide integrated care for the homeless population in Grand Junction (services request); and 2) upgraded x-ray equipment for the dental program (capital request - refer to project 10). In 2012, Marillac provided services to 637 homeless persons at the Day Center and 150 at the Clinic. CDBG funds were allocated in 1997 (\$90,000) and in 2002 (\$200,000) for improvements to and expansion of the clinic. All funds have been expended and projects closed out. **Recommended Funding: \$10,000**

5. Counseling and Education Center (CEC)

This program provides counseling services for low income citizens. Funds are requested to help pay for 107 counseling sessions for an estimated 20 more persons. The number of persons served is directly related to the amount of funding received. In 2011-2012, CEC served 342 low income clients and expects to provide services to 370 low income clients in the next year. CEC received CDBG funding for this purpose in 2007, 2010 and 2012. All funds have been expended and the projects closed out. **Recommended Funding: \$7,000**

6. Audio Information Network of Colorado (AIN)

Funds would support audio information services that provide access to ink print materials not otherwise available to Grand Junction's blind, visually impaired, and print-handicapped citizens. The number of people served is directly related to the amount of funding received. AIN has 31 listeners within the Grand Junction city limits and is proposing to add 7 more city-resident listeners in the coming year. Funding would be at a rate of \$924 per each new client in the city limits that would cover listening equipment and installation and a proportionate share of programming costs. AIN received CDBG funding in 2004 (\$4,500) and in 2007 (\$4,500). All funds have been expended and the projects closed out. **Recommended Funding: \$ 0**

7. Giving Adolescents New Goals, Inc. (GANG)

GANG works with children in low income housing/neighborhoods through after school programs that offer homework assistance/tutoring, art camps and sports camps. The programs are currently offered at two Grand Junction Housing Authority properties (Courtyard and Linden Pointe Apartments) and the Applewood Estates manufactured housing complex. CDBG funds are requested for staff stipend, a benevolent fund and

supplies and equipment for the various activities. GANG applied once in the past for a different purpose but did not receive funding. **Recommended Funding: \$4,700**

8. Hospice and Palliative Care of Western Colorado Child/Teen Grief Program

Hospice works with children ages 4 to 18 who have suffered a loss by death and provides them with positive coping skills through several programs. CDBG funds are requested to support these services to 40 more children from families of low or moderate income who reside in the City of Grand Junction through participation in Camp Good Grief. Hospice has never applied for CDBG funding. **Recommended Funding: \$9,242**

CAPITAL IMPROVEMENTS PROJECTS

9. Karis, Inc. Asset House Addition: Room for More

The Asset House is an existing two-year transitional program for homeless individuals and couples located at 536 29 Road. 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 The Asset House bi-weekly. CDBG funds are requested to remodel/update the existing 9 units of transitional housing for homeless and to construct an addition for 2 more units. Karis, Inc. received CDBG funding (\$85,000) in 2012 towards the purchase of The House which provides housing for homeless youth. Karis closed on the property on May 2, 2013. **Recommended Funding: \$0**

10. Marillac Clinic, Inc.

Marillac Clinic serves low and moderate income, uninsured and underinsured individuals and families who pay a portion of the cost of medical and dental services. Many of the persons served are homeless. Funding is requested for both 1) provide integrated care for the homeless population in Grand Junction (services request – refer to project 4); and 2) upgraded x-ray equipment for the dental program (capital request). In 2012, Marillac provided services to 637 homeless persons at the Day Center and 150 at the Clinic. CDBG funds were allocated in 1997 (\$90,000) and in 2002 (\$200,000) for improvements to and expansion of the clinic. All funds have been expended and projects closed out. **Recommended Funding: \$23,190**

11. Grand Valley Catholic Outreach (GVCO) St. Martin II Supportive Housing

GVCO is proposing to construct 8 additional units at the St. Martin Supportive Housing complex located on the south side of the 200 block of Pitkin Avenue. The housing will provide permanent housing for homeless veterans. CDBG funds would be used upon completion of the units to purchase coolers, appliances and furnishings for the units and exterior site furnishings such including mail boxes and bicycle racks. As of 5/20/2013, GVCO has withdrawn this application.

12. The Parenting Place Rehabilitation

The Parenting Place, operating under STRIVE (formerly Mesa Developmental Services), provides programs that serve low-income families with special needs, with prenatal education, parenting classes and information, and child abuse prevention. The Parenting Place owns the property at 1505 Chipeta Avenue and utilizes the two buildings on the property for services and for its program office. CDBG funds are requested for repairs to both buildings, including a swamp cooler, new energy efficient doors and windows, new exterior trim, new flooring and a new sewer service line. The Parenting Place received \$9,371 CDBG funds in 2011 for energy upgrades including a new heater, insulation and to replace windows in the south building and \$14,080 in 2012 to replace siding and roofing on the south building. The 2011 project has been completed and the project closed out. The 2012 project is underway and is expected to be completed by late May 2013. **Recommended Funding: \$20,000**

13. Rocky Mountain SER Head Start Program

Head Start prepares children for kindergarten by enhancing the social and cognitive development of a child through the provision of educational, health, nutritional, social and other services, primarily to low-moderate income families, 67% of which are Hispanic/Latino. Head Start is requesting CDBG funds to make security improvements at 3 of its facilities within the city limits (2897 North Avenue, 235-A North 7th Street and 648 West Colorado Avenue). Head Start received CDBG funds in 2000 to construct a new facility in the Riverside neighborhood. The building was completed and the project closed out. **Recommended Funding: \$28,050**

14. Colorado West Psychiatric Hospital Furnishings

Colorado West Psychiatric Hospital provides 32 beds for inpatient psychiatric services, and is the only psychiatric hospital between Denver and Salt Lake City. Beds are available for adults, adolescents and children who are in crisis and need 24-hour care and supervision. The hospital was built in 2005 following the closure of inpatient psychiatric units at several hospitals. Many of the beds and room furnishings purchased at that time were used. CDBG funds are requested to purchase new furnishings for the rooms. Colorado West received CDBG funds for transitional housing services. The project has been completed and closed out. **Recommended Funding: \$ 0**

15. Housing Resources of Western Colorado (HRWC) Woodstove Replacement Program

This program would replace non-EPA certified woodstoves with conforming woodstoves in low and moderate income households within the City limits. The project would address needs identified in the City's CDBG 5-Year Consolidated Plan to rehabilitate existing affordable housing stock, prioritizing basic health and safety issues. In addition, the community as a whole would benefit from improved air quality by the replacement of older stoves that release carbon monoxide and other cancer-causing

chemicals. HRWC is requesting CDBG funds in order to purchase and install new woodstoves in approximately 15 homes. HRWC has received CDBG funding in the past for acquisition and rehabilitation of housing units and construction of a community/learning center at one of its housing complexes. All funds have been expended and projects closed out. **Recommended Funding: \$0**

16. Hilltop Opportunity Center HVAC

Hilltop Community Resources, Inc. owns and operates The Opportunity Center at 1129 Colorado Avenue. The programs housed at the Center primarily serve at-risk youth receiving services to stay in school, prevent pregnancy, parenting group sessions, and job training and employment. Hilltop is requesting CDBG funding to upgrade the heating, ventilation, and air conditioning (HVAC) units and roof structure of the Center. The existing systems were installed in 1996 and are reaching their functional life. The project would replace the systems, thereby decreasing the operating cost of the programs by increasing energy efficiency of the building. CDBG funds were allocated to Hilltop in 2004 for other renovations to The Opportunity Center and in 2007 for remodeling of the daycare center at its 2897 North Avenue facility. All funds have been expended and projects closed out. **Recommended Funding: \$86,840**

17. Partners Purchase Van for One-to-One Mentoring Program

The Partners One-to-One Mentoring Program provides trained, screened and supervised mentors, tutors and positive role models for youth who are in need of additional support and come from high risk environments. Over 100 youth are referred to Partners annually. The program provides at least 2 monthly free activities to both youth on the waiting list for a mentor as well as those matched with a mentor. Partners is requesting CDBG funding to purchase a 12-passenger van to be used to transport program participants to and from these activities since providing transportation is often difficult for the families of the participants. Partners received CDBG funding in 2001 for parking and landscaping at its new facility, in 2005 to purchase a van that is used for work crews, in 2008 for acquisition of property for the Western Colorado Conservation Corps and 2010 to purchase a van for use by the Corps. All funds have been expended and projects closed out. **Recommended Funding: \$15,000**

18. Mesa County Health Department Community Services Building Kitchenette Improvement

The Mesa County Health Department operates the Cooking Matters program that addresses the need to foster increased household stability and income and well as improve household financial and health planning. Cooking Matters is a cooking-based nutrition education program that empowers low income individuals with improved nutritional knowledge, eating habits, and financial planning so they can more effectively provide for themselves and their families. CDBG funds are requested to remodel and purchase and install new appliances to the kitchenette used for the program at the Community Services Building at 510 29-1/2 Road. The Mesa County Health Department received CDBG funds in 2004 for specialized medical equipment. The

funds have been expended and the project closed out. **Recommended Funding: \$15,221**

19. City of Grand Junction Sherwood Park Drainage Improvements

There are several “sink holes” in the central portions of Sherwood Park that are due to leakage in an old, underground storm drainage line and cause safety concerns in the park. The existing 36-inch pipe is approximately 20 feet deep and would be very expensive to replace conventionally. Thus, CDBG funds are proposed to be used to rehabilitate in place 600 feet of the storm line. The project will eliminate the safety concerns in the park as well as increase the carrying capacity of the pipe. Public Works funds are available to augment total project cost. **Recommended Funding: \$0**

20. City of Grand Junction Emerson Park Restroom Replacement

This project would replace the restroom at the downtown Emerson Park with a new combined restroom/shelter facility. The Emerson Park neighborhood is CDBG-eligible. The existing restroom was constructed in 1950 and is dated, dilapidated and requires significant ongoing maintenance. Cost savings can be realized on the project through City Parks employees doing some of the initial site preparation and reusing the architectural plans from the shelter/restroom facility constructed in Rocket (Melrose) Park in 2009. If the CDBG grant is approved for the building, the parking improvements proposed along 10th Street would be requested as part of the 2014 Capital Improvement Plan. **Recommended Funding: \$ 0**

21. City of Grand Junction Orchard Avenue Sidewalk

There is currently no curb, gutter and sidewalk on either side of Orchard Avenue between Normandy Avenue east to 28-3/4 Road. This segment is a walking route for students attending Nisley Elementary thus the absence of sidewalk is a safety concern. CDBG funds are requested to construct 715 linear feet of curb, gutter and sidewalk along the south side of Orchard Avenue which is the more heavily travelled side of the street for pedestrians walking to and from the school. **Recommended Funding: \$38,707**

22. City of Grand Junction 28-3/4 Road Sidewalk

There is currently no curb, gutter and sidewalk on either side of 28-3/4 Road between Orchard Avenue south to Nisley Elementary School. This segment is a walking route for students attending the school thus the absence of sidewalk is a safety concern. CDBG funds are requested to construct 350 linear feet of curb, gutter and sidewalk along the west side of 28-3/4 Road which is the more heavily travelled side of the street for pedestrians walking to and from the school. **Recommended Funding: \$30,000**

The total allocation is \$352,950. Ms. Ashbeck listed the schedule for adoption. The 2013 One Year Action Plan is proposed for adoption on June 19, 2013 with a public hearing.

Councilmember Doody asked if the funding is shrinking for the CDBG funding. Ms.

Ashbeck confirmed that it is shrinking. More and more communities are eligible for funding. There may be an increase in the future because HUD is looking at alternative funding methods.

Councilmember Chazen asked if there is a procedure to make sure the money is spent appropriately. Ms. Ashbeck advised an agreement is signed by the City Manager and the applicant, who must provide reporting that goes to HUD. The bidding process is followed closely when funds are used for construction projects.

Tammy Rupp, Mesa County Partners, thanked Council for recommending funding.

Scott McInnis, representing Hospice and Palliative Care of Western Colorado Child/Teen Grief Program, thanked City Council for their consideration for Camp Good Grief. Mr. McInnis said he appreciated the help for children who have had to go through very traumatic events with the passing of loved ones. Hospice serves people at the camp who have lost loved ones, some due to horrible accidents.

Judy Lopez, Rocky Mountain SER Head Start Program Director, thanked City Council for their consideration of the funding to improve their facilities and security measures. Due to recent lockdown situations, they need to make their facilities safer.

Milton "Tony" Long, 237 White Avenue, Apartment B, said he heard something about a 12-passenger van and stated that he had a 15-passenger van once and it would be better to go from a 12 passenger van to a 15 passenger van. Penny Frankhouser, Executive Director for Counseling and Education Center (CEC), thanked Ms. Ashbeck for all of her help with their application. She also thanked City Council for their consideration of the funding. With City Council support, they can help those who need help.

Angie Weaver, grant writer for the Marillac Clinic, thanked City Council for their consideration and the recommendation for the grant program. She also lauded Ms. Ashbeck.

Councilmember Norris said Ms. Ashbeck did excellent work on this project. City Council truly appreciated all of her hard work.

Councilmember Doody said that CDBG is a highlight for City Council and it is a great program. He acknowledged the need for new sidewalks at Orchard Avenue and 28 ³/₄ Road and noted that this was one of former Councilmember Palmer's pet peeves because he felt new sidewalks in these areas were very needed. He feels that former Councilmember Palmer would be pleased.

Councilmember Boeschstein said this is a great program and they are leveraging their money. He's glad to see the sidewalk project on the list.

Councilmember Butler said that lack of sidewalks can be a safety hazard and thanked City Council on behalf of the School District.

Councilmember Chazen and Councilmember Brainard thanked Ms. Ashbeck for her hard work and organization on the project.

Councilmember Norris moved to approve the CDBG recommendations of funding for the 2013 program year and set a public hearing for adoption of the 2013 one year action plan for June 19, 2013. Councilmember Brainard seconded the motion. Motion carried by roll call vote.

Lincoln Park and Orchard Mesa Pool Locker Room Remodels and Pool Deck Re-surface and Pool Re-plaster Project

Parks and Recreation is seeking approval for American Disabilities Act (ADA) upgrades to both locker room facilities at Lincoln Park-Moyer Pool and Orchard Mesa Community Center Pool. The 2010 ADA standards became enforceable on January 31, 2013, so upgrades are warranted at both facilities. In addition, the pool deck and pool plaster have exceeded their life expectancy and are in need of replacement at Orchard Mesa Pool.

Jay Valentine, Internal Services Manager, introduced this item. The request is for approval of three contracts. The Purchasing Department put out four different bid packages. The budget fell short by \$31,731, and Staff is asking for a carry forward amount from the Facilities Fund to make up the difference.

Rob Schoeber, Parks and Recreation Director, said the projects are two different types of projects. One addresses the Americans with Disabilities Act (ADA) concerns, and they have already completed some of these improvements at the playground at Lincoln Park. These ADA guidelines were changed in 2010. The second project is re-plastering the Orchard Mesa Pool as it is dingy and decaying and has become harder to maintain a clean and safe surface.

Councilmember Doody asked Mr. Valentine for an update on the Intergovernmental Government Agreement (IGA) with Mesa County for the Orchard Mesa Pool. Mr. Valentine said that the IGA was for operating and capital costs. The gap was supposed to be split 50/50 between Mesa County and the City. Mesa County has not made any contributions since 2011. Councilmember Doody asked about having a workshop to discuss IGA's.

City Manager Englehart said he has been talking to the Mesa County Administrator and they are looking at scheduling a meeting to discuss this topic.

Councilmember Boeschstein said it is inexcusable for Mesa County not to pay according to the IGA.

Councilmember Brainard asked if the intent is to bring the County current from the 2011 payment. City Manager Englehart said it would be up to City Council. The City has not received anything that indicated the IGA was going to be eliminated. Councilmember Brainard said it would be appropriate to go back to the last payment made by the County and have them bring it current.

Councilmember Chazen asked how much the County owes in arrears and what is the County's share of the proposed Orchard Mesa pool project. Mr. Valentine said all of the Orchard Mesa Pool improvements would need to be shared 50/50. Councilmember Chazen asked if it would be \$135,000 and asked how much in total the County would owe including the arrears. Mr. Valentine said approximately \$300,000.

Councilmember Susuras asked City Attorney Shaver if Mesa County could have backed out of this IGA. City Attorney Shaver said yes they could, the agreement has provisions to terminate. The Mesa County Attorney has said it is not their intention to terminate the agreement, however, there is no performance by the County indicating the agreement is in effect.

Councilmember Boeschstein said his family has used the Orchard Mesa pool a lot. It was seen as a scaled back recreation center. It served as a place for kids to learn to swim in the winter. The County at one time said they would use their lottery money but this has not happened. Mesa County residents use the pool as well. Mr. Schoeber agreed that it is about a 50/50 split with Mesa County and City residents who use the pool.

Councilmember Doody moved to approve the the award of the Lincoln Park-Moyer Pool Locker Room Remodel project to Emery Welsh Construction for a contract amount of \$160,177; Orchard Mesa Community Center Pool Locker Room Remodel Project to PNCI Construction for a contract amount of \$110,661; and Mid America Pool Renovation, Inc. for deck resurfacing and pool re-plastering in the amount of \$200,820. Councilmember Boeschstein seconded the motion. Motion carried.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

Councilmember Doody noted there is a Memorial Day Ceremony at the Western Colorado Veterans Cemetery at 10:00 a.m. on Monday and invited the community to attend and celebrate the Country's history and Veterans.

Adjournment

The meeting was adjourned at 8:26 p.m.

Debbie Kemp, MMC
Deputy City Clerk

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

MAY 29, 2013

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, May 29, 2013 at 1:00 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschstein, Harry Butler, Marty Chazen, Jim Doody, Phyllis Norris, and President of the Council Sam Susuras. Absent was Councilmember Rick Brainard. Also present were City Manager Rich Englehart, City Attorney John Shaver, Deputy City Manager Tim Moore, Public Works, Utilities and Planning Director Greg Trainor, and Fire Chief Ken Watkins.

Council President Susuras called the meeting to order.

Councilmember Norris moved to go into Executive Session to Discuss the Purchase, Acquisition, Lease, Transfer, or Sale of Real, Personal, or Other Property Interest Under Section 402(4)(a) of the Open Meetings Law and for Matters that May Be Subject to Negotiations, Developing Strategy for Negotiators and/or Instructing Negotiators Under Section 402 (4)(e) of the Open Meetings Law Relative to Development Incentive Requests and Fire and Emergency Service and will not return to open session. Councilmember Doody seconded the motion. Motion carried.

The City Council convened into executive session at 1:00 p.m.

Stephanie Tuin, MMC
City Clerk



Attach 2
CITY COUNCIL AGENDA ITEM

Date: May 22, 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: Zoning the Karis House Annexation, Located at 536 29 Road
Action Requested/Recommendation: Introduce a Proposed Ordinance and Set a Public Hearing for June 19, 2013
Presenter(s) Name & Title: Lori V. Bowers, Senior Planner

Executive Summary:

A request to zone the 0.207 acre Karis House Annexation consisting of one parcel located at 536 29 Road, to R-8 (Residential – 8 units per acre) zone district.

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 and fully operational 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. This is considered a boarding or rooming house.

In the Zoning and Development Code a boarding and/or rooming house means a building containing a single dwelling unit and three or more rooms where lodging is provided, with or without meals, for compensation. “Compensation” may include money, services or other things of value. Boarding and/or Rooming Houses are an allowed use in the R-8 zoning district.

Under the 1998 Persigo Agreement with Mesa County, the City shall zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City’s Comprehensive Plan Future Land Use Map. The proposed zoning of R-8 conforms to the Future Land Use Map, which has designated the property as Residential Medium (4 - 8–du/ac). The proposed City zoning of R-8 is also the same as the county zoning of RMF-8.

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 forwards a recommendation of approval from their meeting on May 14, 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:

Staff report/Background information
Site Location Map; Aerial Photo Map
Comprehensive Plan Map; Existing City and County Zoning Map
Annexation Map
Zoning 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

Zone of Annexation

The requested zone of annexation to the R-8 (Residential – 8 units) zone district is consistent with the Comprehensive Plan designation of Residential Medium. The existing County zoning is RMF-8 (Residential Multi-family – 8 units). Section 21.02.160(f) of the Grand Junction Municipal 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 is consistent with the Comprehensive Plan designation of Residential Medium density and the R-8 zoning is equal to the existing County zoning of RMF-8.

Neighborhood Meeting

To date, there have been no complaints or negative comments regarding the annexation or zoning of the subject parcel. A neighborhood meeting was held on April 29th at the Asset House. The meeting was attended by five neighbors, three Karis, Inc. board members, and the resident manager of the Asset House. Comments regarding the facility were positive. Neighbors wondered if their property would be automatically annexed with this proposal. The answer was provided that no they would not. One neighbor requested information regarding annexation to consider the possibility of annexing his property into the City. There were also some comments regarding the anticipated future traffic on 29 Road.

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

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Grand Junction Municipal Code:

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

Response: The original premises and findings are still valid. 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.

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 and the condition of the area has not changed. The only significant change is the request for annexation by the applicant. The zoning will remain consistent with the current county zoning. The annexation and zoning are consistent with all the elements of the Plan: the goals and policies; the future land use map and the blended residential map. The residential character of the area remains the same.

This criterion has not been met.

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

Response: There are adequate public and community facilities available to serve this type of land use. There is a 12 inch gravity feed sewer line in both 29 Road and Formay Avenue. This property is in the Ute Water Conservation District and Xcel Energy is the utility provider. 29 Road is classified as a principal arterial and has a striped bike lane. Any future expansion of the proposed use will be adequately served.

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: The "land use" requesting annexation into the City is existing (rooming or boarding house). There is an adequate supply of property currently zoned R-8 in this area. The surrounding neighborhood to the west, which is within the City limits, is zoned R-8; most of the land to the east, in unincorporated Mesa County, is zoned RMF-8, a comparable zoning district. This zoning request is due to annexation into the City in accordance with the Persigo Agreement and not due to a shortage of suitably designated land.

This criterion has not been met.

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

Response: The Karis House developed as a rooming or boarding house serves the community with a much needed service, housing. Rent is not free but based on an individual's income. By annexing the property into the City and zoning it consistently with the Persigo Agreement and the Comprehensive Plan, the applicant will be able to coordinate services offered and administered by the City, through the Federal government such as CDBG funding.

This criterion has been met.

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

- a. R-4 (Residential – 4 units)
- b. R-5 (Residential – 5 units)
- c. R-12 (Residential – 12 units)
- d. R-16 (Residential – 16 units)
- e. R-O (Residential Office)

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

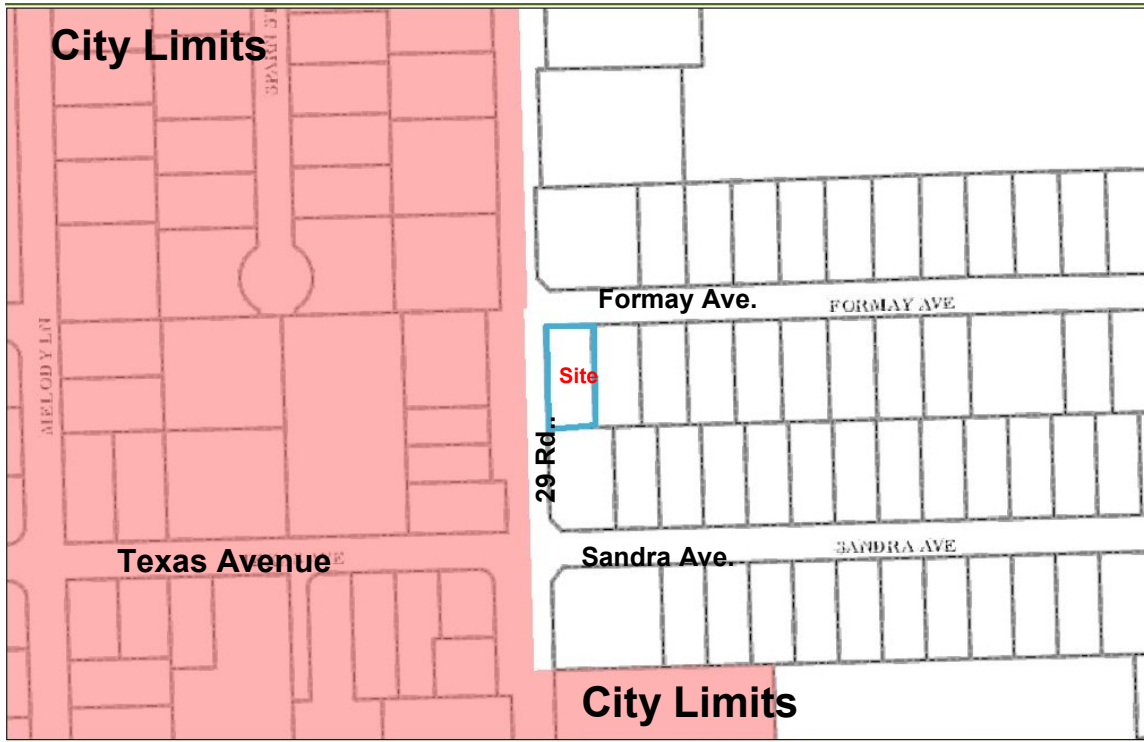
PLANNING COMMISSION RECOMMENDATION:

After reviewing the Karis House Annexation, ANX-2013-141, for a Zone of Annexation, the Planning Commission made the following findings of fact and conclusions:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan.
2. The applicable review criteria in Section 21.02.140 of the Grand Junction Municipal Code have been met.

Site Location Map

536 29 Road



Aerial Photo Map

536 29 Road



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE KARIS HOUSE ANNEXATION
TO R-8 (RESIDENTIAL – 8 UNITS PER ACRE)**

LOCATED AT 536 29 ROAD

Recitals:

The Asset House, owned and operated by Karis, Inc., is a boarding or rooming house currently operating in Mesa County. The request to annex and zone the house will help facilitate and coordinate services and possible future funding to continue the use. In the Zoning and Development Code a boarding and/or rooming house means a building containing a single dwelling unit and three or more rooms where lodging is provided, with or without meals, for compensation. "Compensation" may include money, services or other things of value. Boarding and/or Rooming Houses are an allowed use in the R-8 zoning district.

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning the Karis House Annexation to the R-8 (Residential – 8 units per acre) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the R-8 (Residential – 8 units per acre) zone district 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 be zoned R-8 (Residential – 8 units per acre).

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.

INTRODUCED on first reading the ___ day of ___, 20__ and ordered published.

ADOPTED on second reading the _____ day of _____, 20__.

ATTEST:

President of the Council

City Clerk

Attach 3

CITY COUNCIL AGENDA ITEM

Subject: North Avenue Accessibility Improvements Project, Along North Avenue between 1st Street and 29 Road

Action Requested/Recommendation: Authorize the City Purchasing Division to Sign a Contract with All Concrete Solutions, LLC in the Amount of \$52,677.63 for the North Avenue Accessibility Improvements Project

Presenter(s) Name & Title: Greg Trainor, Public Works, Utilities, and Planning Director
Jay Valentine, Internal Services Manager

Executive Summary:

This request is to award a construction contract for the North Avenue Accessibility Improvements Project. The scope of the project consists of construction of accessible ramps and segments of concrete sidewalk at various locations where these pedestrian improvements are substandard or non-existent.

Background, Analysis and Options:

North Avenue is a primary route in the GVT transit system with many stops along the corridor that attract pedestrian traffic. In addition, it is a heavily traveled route for pedestrians to-from the Colorado Mesa University campus, Grand Junction High School and many commercial centers. There are numerous locations along North Avenue within the City limits that have inadequate or no accessibility ramps at intersections. Pedestrian traffic in wheelchairs, on scooters, with walkers or pushing a stroller is often observed traveling in the street because there is no connectivity to pedestrian routes across the intersections. This project will utilize \$25,000 in 2012 CDBG funds and \$27,677 in 2013 capital improvements funds to correct some of these safety concerns through construction of accessible ramps that meet ADA criteria and short sections of sidewalk where needed to connect with existing sidewalk or other hard surface. The work will be completed at the locations listed below.



- 241 North Avenue (North Avenue Car Wash)
- 459 North Avenue (southwest corner)
- 525 North Avenue (southeast corner)
- 865 North Avenue (Lazy Boy)
- 874 North Avenue (Carquest)
- 1155 North Avenue (Arby's)

- 2401 North Avenue (Teller Arms)
- 2755 North Avenue (Century Plaza)
- 2560 North Avenue (Tequilas)
- 2835.5 North Avenue (Payday Loans)
- 2847 North Avenue (C&F Foods)
- 2851 North Avenue (J&M Aquatics)
- 2871 North Avenue (AAMCO)
- 2888 North Avenue (west of International Imports)
- 2894 North Avenue (Big O Tire)

A formal solicitation was advertised in the Daily Sentinel, posted on the City's website and sent to the Western Colorado Contractors Association. Two companies responded as summarized on the table on the following page.

Company	Location	Amount
All Concrete Solutions, LLC	Grand Junction	\$ 52,677.63
Vista Paving Corporation	Grand Junction	\$ 97,895.14

This project is scheduled to begin in mid-June with a completion in July 2013.

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

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

This project will provide pedestrian improvements on a primary street that will enhance safety and travel, primarily for disabled persons.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

This project will be partially funded with 2012 Community Development Block Grant (CDBG) funds \$25,000, and the remainder (\$27,677.63) from the City's 2013 capital improvements budget. Total funding: \$52,677.63.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

City Council approved funding for this project at its May 15, 2012 meeting as part of the 2012 CDBG program year.

Attachments:

None



Date: May 16, 2013
 Author: Jody Kliska
 Title/ Phone Ext: Transportation
Engineer/1591
 Proposed Schedule: June 5, 2013
 2nd Reading
 (if applicable): N/A
 File # (if applicable): _____

Attach 4
CITY COUNCIL AGENDA ITEM

Subject: Contract for CDOT Maintenance of Traffic Control Devices
Action Requested/Recommendation: Adopt a Resolution Authorizing the City Manager to enter into a Maintenance Contract with CDOT
Presenter(s) Name & Title: Greg Trainor, Public Works, Utilities and Planning Director

Executive Summary:

The CDOT Traffic Control Maintenance Contract provides the City with annual reimbursement for City forces to maintain traffic signals, signs, striping and markings on State highways within City limits.

Background, Analysis and Options:

The City maintains traffic signs, signals, striping and markings on State highways within the City limits under a maintenance contract. The existing contract expires June 30, 2013. The new contract provides for an annual reimbursement of \$193,752.53 for maintenance on all highways excluding North Avenue and Highway 340. In the recent past there has been discussion among the City, Mesa County and CDOT about the possibility of the City and County taking over ownership of these two highways. Accordingly CDOT staff said that in the event of a full or partial devolution of either road, a separate purchase order existed for those two highways would be easier to modify. The proposed purchase order for North Avenue and Highway 340 does not require a council resolution and therefore is not included in the contract.

Consistent with past practice, the new agreement is for a five-year term.

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

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

By maintaining the traffic control devices on the State highways within the City, the City is able to respond quickly to knockdowns, outages, replacements and is able to provide consistent levels of care for both City and CDOT facilities. Maintaining consistent signal timing between City and State signals provides for efficient traffic flow.

Board or Committee Recommendation:

N/A.

Financial Impact/Budget:

Revenue of \$193,752.53 has been budgeted in the General Fund to offset the City's maintenance expenditures.

Legal issues:

N/A.

Other issues:

N/A.

Previously presented or discussed:

N/A.

Attachments:

Maintenance Contract
Resolution

CONTRACT

THIS CONTRACT is made this ___ day of _____ 20___, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and City of Grand Junction, 333 West Avenue, Bldg. D, Grand Junction, Colorado 81501, CDOT Vendor #: 2000027, hereinafter referred to as the "Local Agency" or "Contractor."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function 2000, GL Acct. 4541000020, Cost Centers R3830-010 (Signs and Signals) and R3820-010 (Markings and Stripings).
(Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns; and;
4. The parties desire to enter into this Contract for the Contractor to provide some or all of the certain maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services;
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost;
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth; and
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

A. Completion

The Local Agency shall complete the Work and other obligations as described herein in **Exhibit A**. Work performed prior to the Effective Date or after final acceptance shall not be considered part of the Work.

B. Goods and Services

The Local Agency shall have adequate facilities to perform the desired maintenance services on state highways within its jurisdiction. The Local Agency may subcontract for any part of the performance required under this Agreement, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this Agreement through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this agreement without the express, written consent of the State which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in Section 22 of this contract
2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Rate/Payment Schedule)
5. Other Exhibits in descending order of their attachment.

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2013, whichever is later. The term of this contract shall be for a **term of FIVE (5) years**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. Subject to the terms of this Contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Contractor on a lump sum basis, payable in monthly installments, upon receipt of the

Contractor's statements, as provided herein.

1. The State shall pay the Contractor for the satisfactory operation and maintenance of traffic control devices under this contract at the rates described in **Exhibit C**, which is attached hereto and made a part hereof. Provided, however, that the total charges to be paid by the State during each fiscal year beginning July 1 and ending June 30 of the following year shall not exceed a maximum amount of **\$193,752.53** without the execution of a formal amendment prior to any such excess charges being incurred. The maximum contract total shall not exceed the cumulative five-year total of **\$968,762.66**. Contractor billings and State payments for each of the traffic control devices listed in **Exhibit A** shall be on a "lump sum" basis, in accordance with the rates described in **Exhibit C**, subject to the maximum amount described above. The Contractor will bill the State monthly and the State will pay such bills within 60 days.
2. The statements submitted by the Contractor for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific section of the Highways such services were performed, in accord with standard Contractor billing standards.
3. If the Contractor fails to satisfactorily perform the maintenance for a segment of the Highways (or portion thereof), or if the statement submitted by the Contractor does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5. State and Local Agency Commitments

A. The Contractor shall perform the "highway maintenance services" for the certain State Highway System segments described herein. Such services and highways are detailed in Section 1 (or **Exhibit A**).

B. The Contractor shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on **Exhibit A**, in a manner that is consistent with current public safety standards on state highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this Contract. The Contractor shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.

C. The Parties shall have the option to add or remove specific traffic control devices to the list shown in **Exhibit A** and, therefore, amend the Work to be performed by the Contractor under this Contract. The Parties may modify **Exhibit A** by formal amendment during the renewal period for the following Fiscal Year, or the State may unilaterally modify **Exhibit A** by written notice to the Local Agency using an option letter substantially equivalent to **Exhibit E**.

D. The Contractor shall perform all maintenance services on an annual basis. The Contractor's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his

representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Contractor concerning the maintenance services shall be in writing. The Contractor shall contact the State Region office and obtain those standards before the Contractor performs such services.

E. The Contractor shall perform the maintenance services in a satisfactory manner and in accordance with the terms of this Contract. The State reserves the right to determine the proper quantity and quality of the maintenance services performed by the Contractor, as well as the adequacy of such services, under this Contract. The State may withhold payment, if necessary, until Contractor performs the maintenance services to the State's satisfaction. The State will notify the Contractor in writing of any deficiency in the maintenance services. The Contractor shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Contractor, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Contractor, or to bill the Contractor for such work.

F. Performance Measures shall be accounted for within the duration of this contract and will be associated with signal/electrical maintenance. These Measures shall be addressed quarterly and for every quarter of the contract. Performance records shall be kept by the Contractor and a copy sent to the CDOT Project Manager listed in this contract. The Contractor shall submit performance documentation to the CDOT Project Manager semi-annually along with the payment requests every July and January. Performance measures shall be conducted on all devices listed in **Exhibit A**.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Contractor only for that portion of the traffic control device maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Contractor shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that

authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 3, Traffic, 222 South 6th Street, Room 100, Grand Junction, Colorado, 81501. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 3 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:

Zane Znamenacek, PE III
CDOT Region 3, Traffic
222 South 6th Street, Room 100
Grand Junction, Colorado 81501
970-683-6275

If to the Local Agency:

Jody Kliska
City Transportation Engineer
City of Grand Junction
333 West Avenue, Building D
Grand Junction, Colorado 81501
970-244-1591

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

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

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties

may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

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

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modifications

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either party may suggest renegotiation of the terms of this Contract, provided that the Contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this Contract, the renegotiated terms shall not be effective until this Contract is formally amended in writing for the following fiscal year. Provided, however, that the rates be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work.

B. State Encumbrance Letter

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

C. Option Letter

a. The State may increase the quantity of goods/services described in Exhibit A at the unit prices established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit E**. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

b. The State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices established in the contract and the schedule of services required, as set by the state. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit E**, immediately upon signature of the State Controller or his delegate. Performance of the service shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supercede other agreements

This Contract is not intended to supercede or affect in any way any other agreement (if any) that is currently in effect between the State and the Contractor for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Contractor. Also, the Contractor shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Contractor is required by applicable law to perform.

Section 20. Subcontractors

The Contractor may subcontract for any part of the performance required under this Contract, subject to the Contractor first obtaining approval from the State for any particular subcontractor. The State understands that the Contractor may intend to perform some or all of the services required under this Contract through a subcontractor. The Contractor agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State [which shall not be unreasonably withheld]. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. Contract Management System

By entering into this Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Insert Name of your Dept here, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

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Section 22. Special Provisions

These Special Provisions apply to all contracts except where noted in *italics*.

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the

performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

SIGNATURE PAGE

Agreement Routing Number 14 HA3 56308

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">THE LOCAL AGENCY CITY OF GRAND JUNCTION</p> <p>Print: _____</p> <p>Title: _____</p> <p style="text-align: center;">_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR Colorado Department of Transportation Donald E. Hunt, Executive Director</p> <p style="text-align: center;">_____ By: Timothy J. Harris, P.E., Chief Engineer</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Local Agency Signature if needed</p> <p>Print: _____</p> <p>Title: _____</p> <p style="text-align: center;">_____ *Signature</p> <p>Date: _____</p>	

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p style="text-align: center;">Colorado Department of Transportation</p> <p>Date: _____</p>
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EXHIBIT A – SCOPE OF WORK

City of Grand Junction Traffic Maintenance Scope of Work

General

The City of Grand Junction (herein further referred to as “Contractor”) shall operate and maintain as described below all signing, striping, pavement marking, and signal traffic control devices under the responsibility of the State in accordance with CRS 43-2-135. All other traffic control devices in State ROW not the State’s responsibility in accordance with CRS 43-2-135 shall continue to be maintained by the Contractor.

Operation and maintenance will include repair, routine maintenance, periodic inspection and/or testing, and annual, cyclical replacement as described below.

CDOT may conduct periodic, random inspections at any time of any device to ensure compliance with this contract.

Documentation and Record-Keeping

In accordance with Sections 5 and 6 of this contract, all maintenance, operations, inspections, etc. as required by this contract shall be documented and submitted annually for CDOT review.

Control of Work in the ROW

All work as required by this contract shall meet all CDOT requirements, standards, laws, guidelines etc. for design, construction, maintenance, operation, and repair.

Either agency making changes to traffic control devices affected by this contract or new installations of traffic control devices shall provide adequate notification of the changes or additions to the other agency to allow analysis, review, and approval.

CDOT shall be given minimum 3 day advance notice of work that may affect the traveled way of the highways. CDOT may request traffic control plans, method of handling traffic, or other traffic control engineering as applicable.

Signs

All signs and delineators in the highway segments listed below (including panels, posts, bases, and hardware) shall be maintained and repaired as follows:

Highway	From	To	Length	Description
50A	32.00	34.75	2.75	Begin to 27.75 Rd, all FR
6A	-0.50	end	0.50	Last 0.5 mile of 6A to 21.5 Rd
70B	0.00	7.90	7.90	Begin to 28.5 Rd
70Z	0.00	1.27	1.27	All
70A 24 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70A 25 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70AF North 25 to 26 Rd	0.00	1.00	1.00	All w/in CDOT ROW
70A 26 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70A 26.5 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70AF 26.5 Rd	0.00	0.25	0.25	All w/in CDOT ROW
70A 27 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70A Horizon Dr underpass	0.00	0.25	0.25	All w/in CDOT ROW
70AF north at 29 Rd	0.00	0.25	0.25	All w/in CDOT ROW
70A 29 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
		Total	15.67	

Overhead sign panels and structures will continue to be maintained by CDOT.

Signs include all traffic control signs under the responsibility of CDOT as per CRS 43-2-135, including traffic control signs within State ROW but intended for a side street.

CDOT will continue to conduct cyclical replacement of sign panels and upgrade of existing posts and bases on an appropriate annual cycle to maintain acceptable condition in accordance with current standards and practices.

Maintenance shall include repair of damaged delineators and class I and II sign panels and associated posts, hardware, etc. due to weather, vehicle crashes, or other causes.

Repair of damaged signs shall be done within one calendar day of notification or discovery of damage for stop and yield signs, three calendar days for regulatory and warning, and seven calendar days for guide, motorists' service, and other special signs.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random inspection of 5% of inventory shall be done jointly between CDOT and the Contractor to ensure compliance.

Payment: Please refer to Exhibit C.

Markings

All markings (crosswalks, stop-bars, words, symbols) in the highway segments listed below shall be maintained as follows:

Highway	From	To	Length	Description
50A	32.00	34.00	2.00	From beg to 27 Rd
70B	0.00	7.40	7.40	Begin to 28 Rd
70Z	0.00	1.27	1.27	All
		Total	10.67	

Highway markings shall be replaced cyclically at minimum every 5 years or more frequently as necessary to ensure that the marking has an acceptable level of daytime appearance and/or a minimum retro-reflectivity of 100 mcd/m²/lux for white and 65 mcd/m²/lux for yellow.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random inspection of 5% of inventory shall be done jointly between CDOT and the Contractor to ensure compliance.

Payment: Please refer to Exhibit C.

Striping

All striping in the highway segments listed below shall be maintained as follows:

Highway	From	To	Length	Description
50A Hwy 50	32.00	32.70	0.70	Begin to Grand Mesa Ave 1st and Grand Ave to 28.5
70B 1 st Street	4.95	7.90	2.95	Rd
70Z Ute Ave	0.00	1.27	1.27	All
		Total	4.92	

Highway striping shall be repainted cyclically at minimum twice every year or more frequently as necessary to ensure that the marking has an acceptable level of daytime appearance and/or a minimum retro-reflectivity of 100 mcd/m²/lux.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random inspection of 5% of inventory shall be done jointly between CDOT and the Contractor to ensure compliance.

Payment: Please refer to Exhibit C.

Signals

All traffic control signals listed below shall be maintained and operated as follows:

Business Loop 70

I-70B @ 28 Rd.
I-70B @ Main St.
Main St. @ 1st St.
Rood Ave. @ 1st St.
Pitkin Ave. @ 4th St.
Pitkin Ave. @ 5th St.
Pitkin Ave. @ 6th St.
Pitkin Ave. @ 7th St.
Pitkin Ave. @ 9th St.
Ute Ave. @ 12th St.
Ute Ave. @ 9th St.
Ute Ave. @ 7th St.
Ute Ave. @ 6th St.
Ute Ave. @ 5th St.
Ute Ave. @ 4th St.
Grand Ave @ 1st St.
I-70B @ Independent Ave.
I-70B @ Teller Ave

Business Loop 70

I-70B @ Ouray Ave.
I-70B @ 25 Rd.
I-70B @ 24 1/2 Rd.
I-70B @ 24 3/4 Rd.
I-70B @ Mesa Mall
I-70B @ 23 Rd.

Highway 50

Hwy 50 @ Unaweeep Ave.
Hwy 50 @ 27 Rd.

I-70 Off-Ramps

I-70 @ Hwy 6 WB Off-Ramp
I-70 @ Hwy 6 EB Off-Ramp
I-70 @ Horizon Dr. WB Off-Ramp
I-70 @ Horizon Dr. EB Off-Ramp

Highway 6

006A @ 22 Road

Periodic Preventative Maintenance Checks

The following items shall be checked on every signal under this contract at least semi-annually for proper operation (Conflict Monitor, Heads, Lenses, Detection, Structure, Hardware, Caisson, Controller, Communications and Lighting).

Timing

Signal timing shall be kept updated with timing based upon current traffic volumes at least every 4 years. Timing shall meet CDOT's State Highway Access Code for progression, CRS 42-4-602, and CDOT and industry practices for performance.

Emergency Maintenance and Repair

The Contractor shall be responsible for emergency response, emergency signal operation, and repair of damage. Contractor shall respond to traffic signal failures and malfunctions within the following timelines.

- Signal power outage – immediate response and appropriate emergency operation, repair as soon as practicable.
- Malfunctioning signal – immediate response and interim operation, repair as soon as practicable.
- Protected phases and red head outage – immediate repair.
- Pedestrian heads – repair within two days.
- Permitted phase and non-red head outage – repair within three days.

Signal Modifications

Changes needed to signals as a result of traffic volume growth, developing crash activity, or other safety or operational analysis or concerns shall be the responsibility of the Contractor. The Contractor shall contact CDOT prior to such changes.

Responsibility for any upgrades of the signals or its systems due to new technologies, significant traffic impacts, etc. shall be determined on a case-by-case basis.

Payment: Please refer to Exhibit C.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B - RESOLUTION

LOCAL AGENCY
ORDINANCE
or
RESOLUTION

Exhibit B

EXHIBIT C – RATE/PAYMENT SCHEDULE

SIGNS

Payment: The Contractor shall be compensated at an annual cost of \$45,670.78 for the above described services. Monthly cost \$3,805.90. Total five-year contract cost \$228,353.89.

MARKINGS

Payment: The Contractor shall be compensated at an annual cost of \$25,731.71 on a five year replacement cycle for the above described services. Monthly cost \$2,144.31. Total five-year contract cost \$128,658.57.

STRIPING

Payment: The Contractor shall be compensated at an annual cost of \$8,767.28. Monthly cost \$730.61. Total five-year contract cost \$43,836.40.

SIGNALS

Payment: The Contractor shall be compensated \$113,582.76 annually for a total of 31 signals for the above described services. Monthly cost \$9,465.23. Total five-year contract cost \$567,913.80.

EXHIBIT D – ENCUMBRANCE LETTER

SAMPLE ENCUMBRANCE LETTER

Date:	State Fiscal Year:	Encumbrance Letter No.	Routing #
--------------	---------------------------	-------------------------------	------------------

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS:** In accordance with Section(s) _____ of the original Contract routing number _____ between the State of Colorado, Department of Transportation, and [Contractor's Name], covering the term [Insert Orig start date] through [Insert Current ending date], the State hereby encumbers funds for the goods/services specified in the contract for fiscal year _____.

The amount of the current Fiscal Year encumbrance is [\$ amount of change] bringing the total actual encumbrance for the contract to [Insert New \$ Amt] as consideration for services/goods ordered under the contract for the current fiscal year _____.

Requisition #	CDOT Document #	Doc Line #	WBS or Fund Center #	Change Amount

The total contract actual encumbered value including all previous amendments, option letters, encumbrance letters, etc. is [Insert New \$ Amt].

3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller or July 1, 20 _____, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Department of Transportation

By: _____
(For) Donald E. Hunt, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Date: _____

EXHIBIT E – OPTION LETTER

SAMPLE OPTION LETTER

Date: _____ State Fiscal Year: _____ Option Letter No. _____

SUBJECT: [Amount of goods/Level of service change]

In accordance with Paragraph(s) _____ of contract routing number _____, [original Routing #], between the State of Colorado Department of Transportation and [Local Agency name] covering the period of [July 1, 20__ through June 30, 20__], the state hereby exercises the option for an additional one year's performance period at the cost/price specified in [Section, Paragraph or Exhibit], and a/an [increase/decrease] in the amount of goods/services at the same rate(s) as specified in [Section, Paragraph or Exhibit].

The amount of funds available and encumbered in this contract is [increased/decreased] by [\$ amount of change] to a new total funds available of [\$ _____] to satisfy services/goods ordered under the contract for the current fiscal year, [FY__]. The first sentence in Paragraph _____ is hereby modified accordingly. The total contract value to include all previous amendments, option letters, encumbrance letters, etc... is [\$ _____].

APPROVALS:

State of Colorado:
John W. Hickenlooper, Governor

By: _____ Date: _____
[for Donald E. Hunt, Executive Director, Colorado Department of Transportation]

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER
CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
By: _____
Department of Transportation
Date: _____

RESOLUTION NO. ____-13

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) TO PERFORM TRAFFIC MAINTENANCE SERVICES ON STATE HIGHWAYS

RECITALS:

The State has certain legal obligations to maintain State highways in and through the City. To maximize its efficiency and effectiveness, the State has proposed a contract whereby the City will provide operation and maintenance of traffic control devices on State highways within the City limits as described in the contract. The State will pay a reasonable, negotiated fixed rate totaling \$193,752.53 annually.

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

- a. The City Council hereby authorizes the City Manager to sign the Traffic Maintenance Contract with the Colorado Department of Transportation.
- b. The City Council hereby authorizes the expenditure of funds and the commitment of resources, as necessary, to meet the terms and obligations of the agreement.
- c. This resolution shall be in full forces and effect from the date on which it is signed.

PASSED AND ADOPTED this ____ day of _____, 2013

CITY OF GRAND JUNCTION, COLORADO

President of the Council

ATTEST:

City Clerk

Date: May 15, 2013
 Author: Justin Vensel
 Title/ Phone Ext: Project Engineer,
4017
 Proposed Schedule: June 5, 2013
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 5
CITY COUNCIL AGENDA ITEM

Subject: Contract for the 2013 Sewer Line Replacement Project
Action Requested/Recommendation: Authorize the City Purchasing Division to Enter into a Contract with Sorter Construction, Inc. of Grand Junction, CO for the 2013 Sewer Line Replacement Project for the Bid Amount of \$1,234,564
Presenter(s) Name & Title: Greg Trainor, Public Works, Utilities, and Planning Director Jay Valentine, Internal Services Manager

Executive Summary:

This request is to award a construction contract for the sewer line replacement project at various locations within the Persigo 201 boundary. This annual program replaces aging sewer lines that have surpassed their design life. In all, a total of 12,070 lineal feet of sewer main line will be replaced as part of this project.

Background, Analysis and Options:

The existing concrete and vitrified clay pipe sewer lines have met or exceeded their design service life and will be replaced with Poly Vinyl Chloride (PVC) Pipe. In addition, sanitary sewer manholes damaged by hydrogen sulfide gases will be replaced. The sanitary sewer service lines will also be replaced within the street right of way.

A formal solicitation was advertised in the Daily Sentinel, posted on the City's website and sent to the Western Colorado Contractors Association (WCCA). Three bids were received from the following firms:

Firm	Location	Amount
Sorter Construction, Inc	Grand Junction, CO	\$ 1,234,564.00
MA Concrete Construction, Inc.	Grand Junction, CO	\$ 1,698,937.00
Hank William, Inc.	Norwood, CO	\$ 2,934,980.00

Replacement of sewer lines along N 1st Street, 23rd Street, Elm Ave and 24th Street are in conjunction with the 2013 Overlay project. The section of sewer line to be replaced along Teco Street was part of the Central Grand Valley Sanitation District that was

transferred to the City on January 1, 2013. Other replacement areas are shown on the attached air photos.

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

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

This repair and maintenance will guard against failure and ensure longevity for the wastewater collection system.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

There is \$1,700,000 budgeted in the Joint Sewer Fund 902 for replacement projects.

Sewer Line Replacement Budget	\$1,700,000
Project Costs	
Sewer Line Replacement Contract (Sorter Const.)	\$1,234,564
Design	\$ 34,450
City Inspection & Contract Administration	\$ 30,000
Pavement Overlay Reimbursement	\$ 97,561
<i>Remaining Projects:</i>	
Brach's Market Lift Station	\$ 80,000
Orchard Avenue and Epps Drive	<u>\$ 223,000</u>
Total Project Costs 2013	\$1,699,575

Legal issues:

N/A

Other issues:

N/A

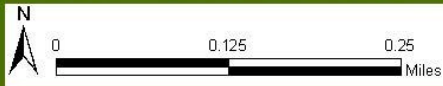
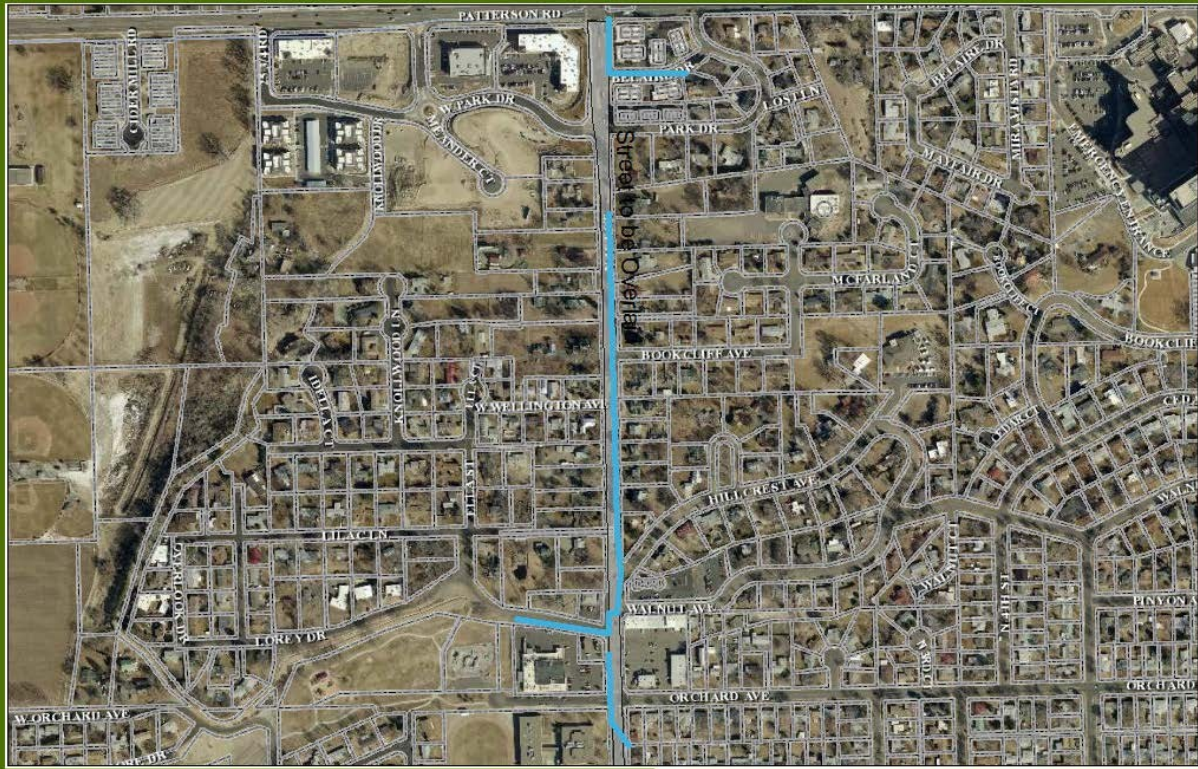
Previously presented or discussed:

N/A

Attachments:

See attached location maps.

2013 Sewer Line Replacement

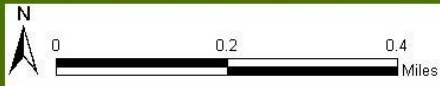
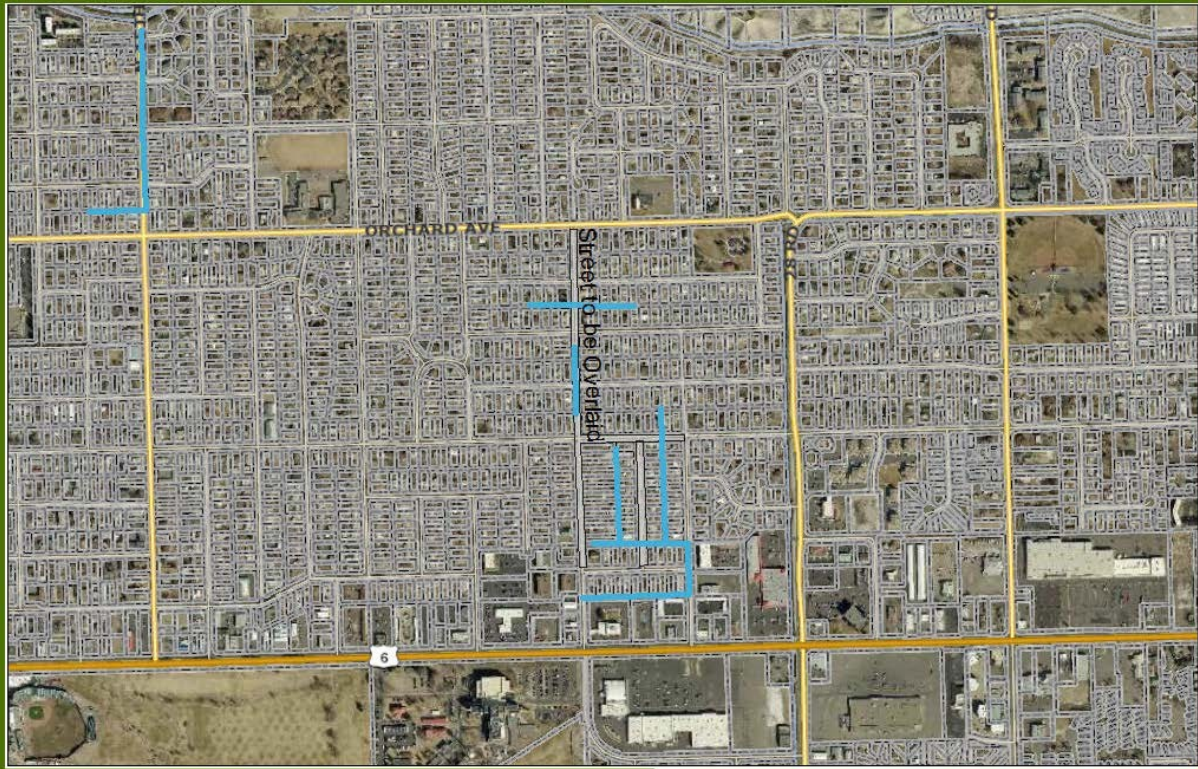


Printed: 5/15/2013

1 inch = 433 feet



2013 Sewer Line Replacement

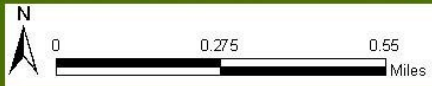


Printed: 5/15/2013

1 inch = 700 feet



2013 Sewer Line Replacement



Printed: 5/15/2013

1 inch = 1,000 feet





Date: June 3, 2013

Author: Stephanie Tuin

Title/ Phone Ext: City Clerk,
x 1511

Proposed Schedule: June 5,
2013

2nd Reading

(if applicable): _____

File # (if applicable): _____

Attach 6

CITY COUNCIL AGENDA ITEM

Subject: Amending Council Committee Assignments for 2013 - 2014

Action Requested/Recommendation: Adopt Proposed Resolution

Presenter(s) Name & Title: City Council

Executive Summary:

On May 6, 2013 the City Council reviewed and determined who on the City Council would represent the City Council on various boards, committees, commissions, authorities, and organizations. The proposed resolution amends those assignments.

Background, Analysis and Options:

The City Council assigns its members to represent the governing body on a variety of Council appointed boards, committees and commissions as well as a number of outside organizations.

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

NA

Board or Committee Recommendation:

NA

Financial Impact/Budget:

NA

Legal issues:

NA

Other issues:

NA

Previously presented or discussed:

This has not been previously discussed.

Attachments:

Proposed Resolution

RESOLUTION NO. __-13

**A RESOLUTION AMENDING RESOLUTION 30-13 APPOINTING AND ASSIGNING
CITY COUNCILMEMBERS TO REPRESENT THE CITY
ON VARIOUS BOARDS, COMMITTEES, COMMISSIONS, AUTHORITIES, AND
ORGANIZATIONS**

Recitals:

At its meeting on May 6, 2013 the City Council appointed its members to serve on various boards, commissions, committees and organizations. Because of the untimely death of Councilmember Harry Butler and in order to maximize the effectiveness of Council service on all boards, the assignments heretofore made by Resolution 30-13 are amended as follows.

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

Until further action by the City Council, the appointments and assignments of the members of the City Council as approved by Resolution 30-13 are amended to wit:

- 1) Sam Susuras is assigned to the Grand Junction Economic Partnership replacing Rick Brainard; and
- 2) Rick Brainard is assigned to the 5-2-1 Drainage Authority replacing Sam Susuras; and
- 3) _____ is assigned as an interim member of the Grand Junction Housing Authority replacing Harry Butler.

PASSED AND ADOPTED THIS _____ day of _____
_____, 2013.

President of the City Council

ATTEST:

City Clerk

AMENDED - CITY COUNCIL FORMAL ASSIGNMENTS

Individual Members are assigned for each of the following:

Board/Organization	Meeting Day/Time/Place	2013 Assignments
Associated Governments of Northern Colorado (AGNC)	2 nd Tuesday of each month @ 10:00 a.m. different municipalities	Martin Chazen
Downtown Development Authority/Downtown BID	2 nd and 4 th Thursdays @ 7:30 am @ Whitman Educational Center, BID board meets quarterly	Martin Chazen
Grand Junction Housing Authority	4 th Monday @ 11:30 am @ 1011 N. 10 th	As an interim appointment
Grand Junction Regional Airport Authority	Usually 3 rd Tuesday @ 5:15 pm @ City Hall, Municipal Hearing Room (workshops held the 1 st Tuesday when needed)	Sam Susuras
Parks Improvement Advisory Board (PIAB)	Quarterly, 1 st Tuesday @ noon @ various locations	Sam Susuras Alternate TBD
Parks & Recreation Advisory Committee	1 st Thursday @ noon @ various locations	Jim Doody
Riverfront Commission	3 rd Tuesday of each month at 5:30 p.m. in Training Room A, Old Courthouse	Bennett Boeschstein
Mesa County Separator Project Board (PDR)	Quarterly @ Mesa Land Trust, 1006 Main Street	Bennett Boeschstein
Grand Valley Regional Transportation Committee (GVRTC)	4 th Monday @ 3:00 pm @ GVT Offices, 525 S. 6 th St., 2 nd Floor	Phyllis Norris
Grand Junction Economic Partnership	3 rd Wednesday of every month @ 7:30 am @ GJEP office	Sam Susuras
Colorado Water Congress	Meets 3-4 times a year in Denver	Sam Susuras
Chamber Governmental Affairs (Legislative) Committee	Meets biweekly during the legislative session and monthly during the rest of the year	City Manager and open to any and all
5-2-1 Drainage Authority	Meets quarterly, generally the 4 th Wednesday of month at 3:00 p.m. in the Old Courthouse in Training Room B	Rick Brainard
Criminal Justice Leadership 21 st Judicial District	Meets 3 rd Thursday of each month, at 11:30 at S.O. Training Room at 215 Rice Street.	Municipal Judge
Club 20	The board of directors meet at least annually. The time and place for board meetings are determined by the Executive Committee.	Sam Susuras

Ad Hoc Committees	Date/Time	2013 Council Representative
Avalon Theatre Committee		Bennett Boeschstein
Council Agenda Setting Meeting	Wednesday before next City Council Meeting in the a.m.	Mayor Pro Tem Martin Chazen
Las Colonias Committee		Bennett Boeschstein
Matchett Park Committee		Martin Chazen
Mesa County Fire Study		Phyllis Norris
Public Safety Project		Jim Doody
Quarterly Budget Reviews		Phyllis Norris and Martin Chazen

Other Boards

Board Name	Date/Time	2013 Council Representative
Associated Members for Growth and Development (AMGD)	Monthly	Open to all
Building Code Board of Appeals *	As needed	NA
Commission on Arts and Culture *	4 th Wednesday of each month at 4:00 p.m.	NA
Forestry Board *	First Friday of each month at 8:00 a.m.	NA
Historic Preservation Board *	1 st Tuesday of each month at 4:00 p.m.	NA
Horizon Drive Association Business Improvement District *	2 nd Wednesday of each month at 10:00 a.m.	NA
Grand Valley Trails Alliance	New board, meetings time not established	No assignment
Persigo Board (All City and County Elected)	Annually	All
Planning Commission *	2 nd and 4 th Tuesday at 6:00 p.m.	NA
Public Finance Corporation *	Annual meeting in January	NA
Ridges Architectural Control Committee *	As needed	NA
Riverview Technology Corporation *	Annual meeting in January	NA
State Leasing Authority *	2 nd Tuesday in January other times as needed	NA
Urban Trails Committee *	2 nd Tuesday of each month at 5:30 p.m.	NA

Visitor and Convention Bureau Board of Directors *	2 nd Tuesday of each month at 3:00 p.m.	NA
Zoning Code Board of Appeals *	As needed	NA

*No Council representative required or assigned - City Council either makes or ratifies appointments - may or may not interview dependent on particular board



Attach 7

CITY COUNCIL AGENDA ITEM

Date: May 28, 2013
Author: Brian Rusche
Title/ Phone Ext:
Senior Planner / x.4058
Proposed Schedule:
Wednesday, June 5, 2013
2nd Reading
(if applicable): N/A
File # (if applicable): APL-2013-
209

Subject: Appeal of the Planning Commission’s Decision Regarding the Department of the Interior Conditional Use Permit for Properties Located at 445 West Gunnison Avenue and 302 West Ouray Avenue (CUP-2013-69).
Action Requested: Consideration of the Appeal
Presenter(s) Name & Title: John Shaver, City Attorney Brian Rusche, Senior Planner

Executive Summary:

Appeal of the Planning Commission’s approval of a Conditional Use Permit (CUP-2013-69) for offices, located within an existing and expanded structure, with an accessory fleet vehicle and outdoor storage yard located on 4.374 acres at 445 West Gunnison Avenue and 302 West Ouray Avenue for the Department of the Interior, all within a C-1 (Light Commercial) zone district.

Background, Analysis and Options:

On April 23, 2013 a public hearing was held by the City of Grand Junction’s Planning Commission for review of a Conditional Use Permit for offices, located within an existing and expanded structure, with an accessory fleet vehicle and outdoor storage yard located on 4.374 acres at 445 West Gunnison Avenue and 302 West Ouray Avenue for the Department of the Interior, all within a C-1 (Light Commercial) zone district.

The Commission reviewed the contents of a written staff report, including citizen correspondence; a presentation by Van Rapp representing the applicant SBC Archway VIII LLC; and public testimony taken during the Public Hearing. The Planning Commission approved the requested Conditional Use Permit with seven affirmative votes, a unanimous decision.

On May 2, 2013, Juanita A. Trujillo, El Poso Neighborhood Representative, filed an appeal of the Planning Commission’s decision in accordance with Grand Junction Municipal Code (GJMC) Section 21.02.210(d).

Pursuant to GJMC Section 21.02.210(d)(4), the appeal by Ms. Trujillo was filed within 10 calendar days and was accompanied by the appropriate fee. Notice was given to the applicant and their representatives on May 3, 2013 regarding the filing of an appeal.

The applicant, through their attorney Rich Krohn of Dufford, Waldeck, Milburn & Krohn LLP, has filed a written response to the appeal with 10 working days of receiving notice. The City Council is designated as the appellate body for decisions made by the Planning Commission, as specified in GJMC Section 21.02.060. The Director shall schedule the appeal before the appellate body within 45 calendar days of receipt of the appeal, which was May 2, 2013. The appellate body shall hold a hearing and render a decision within 30 calendar days of the close of that hearing.

In considering a request for appeal, the appellate body shall consider only those facts, evidence, testimony and witnesses that were part of the official record of the decision-maker's action. No new evidence or testimony may be considered, except City staff may be asked to interpret materials contained in the record. If the appellate body finds that pertinent facts were not considered or made a part of the record, they shall remand the item back to the decision-maker for a rehearing and direct that such facts be included on the record.

The appellate body shall affirm, reverse or remand the decision. In reversing or remanding the decision back to the decision-maker, the appellate body shall state the rationale for its decision. An affirmative vote of four member of the appellate body shall be required reverse the decision-maker's action.

In accordance with GJMC Section 21.02.210(d)(1), the following criteria are to be considered by the City Council:

- (A) The decision maker may have acted in a manner inconsistent with the provisions of this Code or other applicable local, State or federal law; or
- (B) The decision maker may have made erroneous findings of fact based on the evidence and testimony on the record; or
- (C) The decision maker may have failed to fully consider mitigating measures or revisions offered by the applicant that would have brought the proposed project into compliance; or
- (D) The decision-maker may have acted arbitrarily, acted capriciously, and/or abused its discretion; or
- (E) In addition to one or more of the above findings, the appellate body shall find the appellant was present at the hearing during which the original decision was made or was otherwise on the official record concerning the development application.

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

Goal #1 of the Comprehensive Plan is to implement the plan in a consistent manner.

Board or Committee Recommendation:

The Planning Commission approved the requested Conditional Use Permit at their regular meeting of April 23, 2013 on a 7-0 vote.

Financial Impact/Budget:

Not Applicable.

Legal issues:

Refer to Grand Junction Municipal Code Section 21.02.210(d) – Appeal of Action on Nonadministrative Development Permits.

Other issues:

The appellant, Juanita A. Trujillo, has requested that the City waive and/or refund the \$450 appeal fee. This decision can only be made by the Council, who set the application fee at \$350 with Resolution No. 59-11. The appeal fee includes \$100 towards costs associated with public notification. All public hearing applications are assessed these costs.

Previously presented or discussed:

No.

Attachments:

- A) Certification of Record
- B) Minutes of April 23, 2013 Planning Commission Meeting


I, Greg Trainor, Director of the Public Works, Utilities and Planning Department for the City of Grand Junction, Colorado, certify that the following comprise the record of Development File # CUP-2013-69.

On April 23, 2013, the Grand Junction Planning Commission approved a request for a Conditional Use Permit for offices located within an existing and expanded structure, with an accessory fleet vehicle and outdoor storage yard, located on 4.374 acres at 445 West Gunnison Avenue and 302 West Ouray Avenue for the Department of the Interior, all within a C-1 (Light Commercial) zone district. The record is being certified to the City Council following an appeal of that decision.

The record consists of the following:

- 1) The Senior Planner's Staff Report to the Planning Commission, including but not limited to exhibits submitted by the applicant and pertinent correspondence and information gathered for presentation of the request.
- 2) Letters, e-mails, and other correspondence from citizens related to the request.
- 3) The minutes from the April 23, 2013 public hearing, which will be provided upon approval of the Planning Commission, scheduled for May 28, 2013.
- 4) An audio CD of the Planning Commission hearing.
- 5) Letters, petitions, maps, slides, and other materials presented during the course of the public hearing.
- 6) A sample of the proposed "spike strips" available for viewing at the office of the City Clerk.
- 7) The appellant's letter of appeal.
- 8) The applicant's written response to the appeal.
- 9) The Senior Planner's Planning Files (APL-2013-209, CUP-2013-69, MTG-2012-571, MTG-2012-546), including, but not limited to, correspondence and reports related to the above project.

Dated: 5/23/13



Greg Trainor
Director
Public Works, Utilities and
Planning Department

**GRAND JUNCTION PLANNING COMMISSION
APRIL 23, 2013 MINUTES
6:00 p.m. to 9:13 p.m.**

The regularly scheduled Planning Commission hearing was called to order at 6:00 p.m. by Chairman Wall. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Reginald Wall (Chairman), Ebe Eslami (Vice-Chairman), Keith Leonard, Jon Buschhorn, Christian Reece, Loren Couch and Steve Tolle (Alternate). Commissioner Greg Williams was absent.

In attendance, representing the City's Public Works, Utilities and Planning Department - Planning Division, were Lisa Cox (Planning Manager), Scott Peterson (Senior Planner), Brian Rusche (Senior Planner) and Rick Dorris (Development Engineer).

Also present was Jamie Beard (Assistant City Attorney).

Lynn Singer was present to record the minutes.

There were 70 interested citizens present during the course of the hearing.

ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS

There were no announcements, presentations and/or visitors.

Consent Agenda

1. Minutes of Previous Meetings

None available at this time.

2. Peony Heights Annexation – Zone of Annexation

Forward a recommendation to City Council to zone 0.92 +/- acres from County - RSF-4 (Residential Single Family - 4 du/ac) to a City R-5 (Residential - 5 du/ac) zone district.

FILE #: ANX-2013-96

PETITIONER: Ron Abeloe - Chaparral West Inc.

LOCATION: 612 Peony Drive

STAFF: Scott Peterson

Chairman Wall briefly explained the Consent Agenda and invited the public, planning commissioners, and staff to speak if they wanted any item pulled for additional discussion. After discussion, there were no objections or revisions received from staff, the audience or Planning Commissioners on the Consent Agenda.

MOTION: (Commissioner Eslami) "Mr. Chairman, I move we approve the Consent Agenda as read."

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

Public Hearing Items

Chairman Wall introduced the Public Hearing Items by advising that the Planning Commission will make a final decision on these items and any questions about an appeal of an action of the Planning Commission are to be directed to the Planning office at 244-1430.

3. Department of the Interior CUP - Conditional Use Permit

Consideration of a request for a Conditional Use Permit for offices with a fleet vehicle and outdoor storage yard located on 4.374 acres at 302 West Ouray Avenue and 445 West Gunnison Avenue for the Department of the Interior within a C-1 (Light Commercial) zone district.

FILE #: CUP-2013-69

PETITIONER: SBC Archway LLC

LOCATION: 302 West Ouray Avenue and 445 West Gunnison Avenue

STAFF: Brian Rusche

Applicant's Presentation

Richard Krohn of Dufford, Waldeck, Milburn and Krohn, 744 Horizon Court, addressed the Commission as attorney for the Applicant. He introduced Van Rapp and Mark Aukemp as managing members and applicants, Vince Testa of Western Constructors, the contractor on the project, and Scott Sorenson as the project engineer. He stated that their presentation will include a PowerPoint which will be made available after the meeting to be made a part of the record. He then turned the presentation over to Mr. Rapp.

Van Rapp introduced himself as a managing member of a company known as, SBC Archway (SBC), an Englewood, Colorado real estate development company and real estate investors, who specialize in build-to-suit projects for the General Services Administration (GSA) and various state governments. Mr. Rapp explained that the project under discussion was for the Department of the Interior and will be leased to the GSA for 15 years with the tenant agencies that will occupy the building including the Fish and Wildlife Service (FWS), the US Geological Survey (USGS), and the Bureau of Reclamation (BOR). SBC has purchased the former Gene Taylor Sporting Goods Store at 445 W. Gunnison ("Gene Taylor building" or "Gene Taylor site").

Early in 2011, the Federal Government put out an RFP seeking office space for various federal agencies. The RFP specifically called for the utilization of an existing building within the community. The Gene Taylor building had been vacated and SBC submitted a proposal of approximately 45,000 square feet of Class A office space and 15,000 square feet of warehouse space. He explained the components of this project, which were two-fold: federal offices that would be housed in a renovated and expanded Gene Taylor's building, along with secure government vehicle parking and outdoor storage yard. The existing Gene Taylor building, built in the 1970s, would be gutted, remodeled

and expanded on the north side of the building with an additional 8,000 square feet of office space according to Mr. Rapp.

SBC has been in business for 30 years. Mr. Rapp showed examples of projects that SBC has completed in the past. One of the projects shown was the Social Security Administration remodel and renovation at 810 North Crest, which was purchased out of foreclosure.

He showed an artist rendering of the proposed building to the Commission. In addition, he explained that the Gene Taylor pond would be eliminated and the sign would be reused. A component of the project is the outdoor storage yard, which is the reason for the Conditional Use Permit ("CUP"). Mr. Rapp stated that there were three meetings with neighbors, with the first in December, where they received a lot of good comments, starting with the original 6' chain link fence with privacy slats and three strands of barbed wire. After the neighborhood informed him that this was the entrance to the neighborhood, they have now proposed an 8' masonry type wall and have been working on those plans since.

A second meeting was held at City planning offices with neighbor representatives and city staff where it was decided that a second neighborhood meeting would be held with a notification radius of 800 feet.

The January neighborhood meeting was well attended and SBC had further developed drawings, showing a 6' masonry wall with three strands of barbed wire, which was still unacceptable to the neighbors. The neighbors had a problem with the barbed wire. So SBC went about working the various federal tenant agencies and reached an agreement with the GSA that would allow the use of an 8' masonry wall.

Mr. Rapp went on to explain the plan, A landscape buffer of 17.5 feet is proposed along W. Ouray and 22 1/3 feet along Mulberry, including an additional 2 feet of right-of-way for the City. SBC has agreed to rebuild the neighbor's irrigation system through the property. Regarding the existing driveway off Mulberry Street, it has been eliminated with all access to the storage yard from vacated Peach Street to the west.

Mr. Rapp showed photos of the property as viewed from Highway 6 & 50, Mulberry at the Business Loop showing the front of the Gene Taylor building and other storage uses, and the intersection of West Ouray Avenue and Mulberry Street looking north.

He continued to discuss the proposed landscaping, referring to the Landscaping Plan, provided to the Commission, and the location of the 8' wall along the entire streetscape and any residential properties. Getting away from the chain link and barbed wire, there still needed to be security to keep people off the property. The government has agreed to a plastic spike strip that would be placed on top of the wall to deter people from gaining access into the property. Two samples of the strip - one brown, which is the preferred color and the other one clear - were provided and passed around to the Commissioners, as well as to the public. Commissioner Buschhorn asked if the samples were the actual product, to which Mr. Rapp responded yes. Commissioner Eslami inquired about whether it was about people climbing over or sitting on the wall, to which Mr. Rapp stated that it was to deter people from getting into the property. He

further stated that the government would prefer barbed wire but that was not going to happen. Commissioner Couch clarified that this was a compromise, which Mr. Rapp replied that the original lease requirement included an 8' fence with barbed wire. He got them to agree to a 6' fence with barbed wire and slats, which was acceptable for security, but was unacceptable to the neighborhood, so they have worked diligently to get approval of the wall with the spike strips. There will also be electronic security devices on the site.

The GSA had entered into a 15 year lease of the property and would be protected by the Federal Protective Service.

Mr. Rapp showed pictures of the wall itself and the landscape components, which includes the reuse of boulders from the pond and the removal of Russian Olive trees from the west side of the property. All new landscaping along the west and in front of the building was shown.

Commissioner Couch inquired about the shed on the southwest corner of the property, previously used to store flammable items such as Coleman fuel. Mr. Rapp stated that the shed would be kept for storage of similar items.

Mr. Rapp was initially concerned about the solid wall and neighborhood graffiti. The wall itself will be precast concrete with a masonry stamp and graffiti resistant paint. Commissioner Leonard asked about the color of the wall. The color has not been finalized, but Mr. Rapp said it would be either earth tone or gray in color.

Commissioner Leonard asked about the caliper of the trees, which were difficult to see in the drawings. Mr. Rapp said he did not know, but that it met City requirements. Commissioner Leonard also asked about making the landscaping more of a park setting outside of the enclosed area versus landscaping to hide the wall. Mr. Rapp spoke about the width of the landscaping not being large enough and noting the bus stop on West Mulberry Street and noted that a Landscape Architect did prepare the plans. It would be drought resistant landscaping and reuse boulders from the former pond.

Mr. Rapp noted that there is some question on how long the property has been vacant. He then showed an artist's rendering based on the actual landscaping plan, with the plants shown at maturity. Also shown was an artist's rendering of the building with landscaping.

Mr. Rapp estimated a total of 100 to 115 employees will be located at this facility. This represents a consolidation of existing employees within Grand Junction. He pointed out the proximity to downtown for lunch and shopping.

Mr. Rapp wanted to emphasize that at the very first meeting someone told him to look at it as if it were their neighborhood, which has been the guiding force for development of the project since. The project represents a \$7 million investment for his firm. At the second neighborhood meeting a poll was taken about who opposed the barbed wire, which Mr. Rapp then went back and got the approval to eliminate the barbed wire for the benefit of the neighborhood, the downtown community, and the City. He stated that

the Commission will hear from neighbors who are tired of looking at the vacant lot and that this project will use a 40 year old building that could become a crime problem if unused for years and years.

They hope to begin construction immediately upon approval.

Commissioner Reece asked if the spike strips would be easy to remove. Mr. Rapp repeated the length of the lease and that the strips are secured to the wall. Commissioner Reece continued that, in her opinion, the landscaping in front of the building was more eye catching than that in front of the wall. Mr. Rapp discussed the depth of the landscaping in front of the wall, which cannot be any larger than proposed, since the contract requires a certain size yard.

Commissioner Leonard asked if there were two or three parcels included within the subject property. Van Rapp explained that there were several properties; they purchased the property as three tax parcels. Per the City's request, they are creating two parcels, one with the building and one for the yard, ending up with two legal parcels. The applicant wanted two separate parcels for the property so that it had options after the next 15 to 20 years with this use. Commissioner Leonard pressed his concern that there would be a parcel with a wall and no principal use, just parking.

Mr. Rapp stated that they have purposely tried to redirect traffic onto W. Gunnison, noting the anticipated traffic would be less than the retail store. Typical hours would be 7 to 5 and no weekends. No access onto Mulberry or West Ouray is proposed. The storage yard is a low impact barrier between residential and commercial properties. The property has always been zoned commercial and currently has access onto the residential street. The storage yard has lighting and referenced a photometric study.

Commissioner Leonard asked about the March 1, 2013 letter prepared by Mr. Rapp. He asked if the City let him know that the project would require a Conditional Use Permit, to which Mr. Rapp responded that yes, they knew the requirement and that there was never a guarantee made.

The building would have a new skin and the portion of the road formerly known as Peach Street in front of the storage yard would be paved, according to Mr. Rapp.

Staff's Presentation

Brian Rusche, Senior Planner, made a PowerPoint presentation regarding the request. He informed the Commission that the total acreage is 4.374 and 445 Gunnison is the building and 302 West Ouray Avenue is the yard with 2.916 acres being the size of 445 West Gunnison Avenue and 1.458 acres being the size of 302 West Ouray Avenue.

The office building is a use by right. The outdoor storage yard is an accessory use to the office building. The C-1 requires outdoor storage beside or behind the building, unless a Conditional Use Permit is obtained. The configuration of 302 W. Ouray is technically in front of the building, so that is why the applicant is here. The Planning Commission is responsible for consideration of the entire site.

The building was built in 1978. He showed an aerial photo of the site, which is adjacent to a neighborhood known as El Poso. Residential uses exist from Mulberry Street to Maldonado Street and from West Chipeta Avenue to Broadway, or Highway 340. There are approximately 47 dwelling units in El Poso.

In 2006, an improvement district was formed in El Poso, noting new sidewalks, removal of overhead utilities, and improvements to underground utilities, with the help of the City and an assessment on properties in the neighborhood.

Turning north are commercial uses centered on West Gunnison Avenue, including outdoor storage, pointing out Carpet One and Bassett. Two parcels were zoned to C-2 General Commercial and another from residential to C-1 recently within the neighborhood. 531 Maldonado Avenue is owned by the Grand River Mosquito District.

The property includes several platted lots that were part of the original city, and include public right-of-way that was vacated in 2007. The property will be platted into two lots, as shown on the proposed Subdivision. Easements retained from the right-of-way vacations are shown on the plat. A sliver of property on Mulberry Street will be dedicated as additional right-of-way. The remaining alley behind Lot 1 will be committed to an alley improvement district for future improvements to alley, which has not yet been formed, but the developer will be committed to participation. Both lots in the proposed subdivision meet size and frontage standards.

The Commission has summaries of the neighborhood meetings from both the applicant and the neighborhood, which Mr. Rusche referenced.

The review includes the complete site plan including the office building and expansion and the proposed storage yard. The yard will be graveled. A detention pond in the corner of the yard is designed for the yard.

To address the question about tree caliper, they are 3 inches with evergreens 6' tall. The Landscaping Plan shows the mature heights of all trees. A drawing, not to scale of the wall was shown.

In 2007, the property at 302 West Ouray Avenue was re-designated from Residential to Commercial. Ordinance 4080 rezoned the property from R-8 to C-1. The Comprehensive plan adopted in 2010 reaffirmed the commercial designation for the entire site and retained the C-1 zone.

Mr. Rusche stated that the project met the following goals and policies:

Goal 4 – continue the development of the downtown area

Goal 6 – encourage the reuse of existing buildings

Goal 7 – development adjacent to development of a different intensity should transition with appropriate buffering

Goal 12 – as a regional provider of goods and services, City will sustain a diverse economy.

The site plan has criteria for approval, with additional criteria for a CUP. The project has met standards for how it was prepared. C-1 standards have been met for the existing building and proposed addition. A fence, or wall, in excess of 6' must meet front yard setbacks of 15' and 10' from residential property, but may be varied as part of a CUP. The applicant is asking for a wall at 8' high and to place the wall on the property line abutting the residence along the west property line. The wall will be located at the 15' setback along West Ouray Avenue and Mulberry Street. He addressed questions about the distance between the wall and the sidewalk, with the minimum standard being 15' from wall to property line, which may be further back from the sidewalk, such as along Mulberry, which added 2' to the right-of-way, enlarging the distance between the wall and the sidewalk. 10' from the west property line is encumbered by easements and would not be used for storage. The required 10' setback of the wall creates a no man's land between the residence and the wall. By moving the wall to the property line and pushing the storage back 10', the maintenance of this area is shifted to the developer.

As the City's project manager, the increased wall height and solid state exceed the standard fencing requirement and moving the wall to the property line adjoining residential provides more screening than the standard.

Use specific standards regarding operation of outdoor storage are already in the code, including the keeping of junk or rubbish, which is not allowed, screening, which was already discussed, and what can and cannot project above the wall.

Complementary uses include access to two highways in close proximity to this area and its location between Rimrock and downtown provides services for employees and access to other governments. Examples of similar uses includes Grand River Mosquito District, the Fish and Wildlife office by Sam's Club, and the Federal Courthouse downtown.

Compatibility, in particular protection of privacy, which is provided by the 8' masonry wall and landscaping, providing screening from adjacent properties and view from the highway. Protection of use and enjoyment is addressed by there being no direct access to W. Ouray and Mulberry.

The bus stop on Mulberry will be retained.

Compatible design with other uses in the neighborhood was addressed by comparing the 8' wall to a residential perimeter enclosure required for a single-family subdivision adjacent to a major highway, such as 340. Access to the yard will meet the beside and behind requirement by using W. Gunnison and vacated Peach Street.

The renovation of the building itself makes improvements on both stories with architectural elements. Mr. Rusche showed examples of other outdoor storage in the neighborhood.

He referred to the lighting plan and noted that parking lot lighting is not allowed to spill over onto adjacent properties. They are allowed up to 35', with the proposal showing 20' lights.

After review of the application, Mr. Rusche made a finding that the request is consistent with the Comprehensive Plan, the review criteria of Section 21.02.110 of Grand Junction Municipal Code have been met, use specific standards of 21.04.040(h)(2) have been met, further finding that the requested height and placement of the masonry screen wall are consistent with criteria found in Section 21.02.110, and that the applicant will utilize the existing signage.

Approval of the project is conditioned on the final approval of construction drawings, final building permits for all structures including the wall, recording documents prior to a Certificate of Occupancy, and recording an agreement for stormwater operation signed by the owner, which addresses a previous question.

Regarding Mr. Leonard's question about the two lots, the Conditional Use specific to the use of office and fleet vehicle storage space; therefore lot 1 and lot 2 must continue to function as one site and the outdoor storage yard must continue to be accessory to the use on Lot 1.

Questions

Commissioner Leonard asked, in terms of the 15 year lease, if the government abandons the use and the lot has a wall, how would that be handled? Mr. Rusche replied that since the lots were separated, the City would look at what the codes are at that time. Commissioner Leonard asked, would the wall be a nonconforming wall after the CUP ended? Mr. Rusche replied that the City would probably not make the owner tear it down. Commissioner Leonard asked if the lots were separated and there were no principal structure, could the wall remain? Mr. Rusche replied that until such time as there were a project in the future, which would generate a review process, the wall could remain.

Commissioner Reece asked if there were any current plan to have the lots replatted. Mr. Rusche replied that it is part of this project. Commissioner Reece asked for clarification of three versus two lots. Mr. Rusche replied that right now there are three tax parcels, which are created by the Assessor's office and that the proposed subdivision, once recorded, will create two lots and tax parcels with the exact same shape and size. The two lots will be the building lot and the storage lot, which are considered together for the purposes of the Conditional Use.

Commissioner Eslami asked if it was a metes and bounds description. Mr. Rusche replied that, no, the property consists of several small platted lots from a variety of subdivisions over time that were combined only for taxing purposes. Each of those lots could be sold off now.

Comments were made from the audience. Chairman Wall interrupted and asked the audience to hold onto their questions.

Mr. Rusche continued saying that this proposal creates two legal, easy to identify lots that are still linked together in use by the proposed conditions.

Commissioner Buschhorn asked if another user could, in the future, use Lot 2 only, since it does not have a building and would not be attached to the primary parcel. Mr. Rusche stated that it depends on what the proposal is. Whatever the standards are at the time, as well as the sentiments of the neighbors at that time, which are discussed as part of the review process.

Lisa Cox, Planning Manager, clarified that if a new occupant were to use the property/site with just Lot 2, then that proposed use would be reviewed under the current standards that were in effect when the application was submitted.

Chairman Wall asked how a CUP works and what can be used in the storage yard. Mr. Rusche explained that the zoning standards in place on the property today indicate that permanent outdoor storage in front of a building must have a CUP. He elaborated that the yard is in front of the office building and if the CUP is approved, regardless of the 15 year lease, that use can continue. There are also provisions for changes to a CUP. Regarding the separation of the lots, if the use no longer exists as approved for more than a year, the process goes back to square one. The use runs with the land, until the use changes.

Commissioner Eslami asked if they should be concerned with the term of the lease. He then stated that the term of the lease has nothing to do with the use.

A recess was taken at 7:25 p.m. and the hearing reconvened at 7:35 p.m.

Chairman Wall introduced the public portion of the meeting and explained the process to the audience. He acknowledged receipt by the Planning Commissioners of the paperwork submitted by some of those in the audience and encouraged those who intended to speak to focus on those items that are specific to the Code.

Public Comment

Juanita Trujillo, 319 West Ouray Avenue, addressed the Commission as the El Poso neighborhood representative and a representative of the Riverside neighborhood. She stated that she was born into the El Poso neighborhood and had lived all but one year there. She was there in honor of her grandparents Felix and Sabrina Maldonado and her parents John and Virginia Trujillo and those who have made El Poso neighborhood what it is today. Her family has lived in the neighborhood for 90+ years.

She presented pictures to the Commission that she claimed to have taken before the first neighborhood meeting in December 2012. She asked them to consider if they would want (what was shown in the pictures) in the entrance to their neighborhood and what would be the detrimental effect to the character and integrity of the El Poso neighborhood, one of the oldest neighborhoods in Grand Junction. She stated "It doesn't have to be a junk yard to look 'junky'."

She asked Mr. Rapp at the second neighborhood meeting, "If he would want it at the entrance to his neighborhood? Would he want it by his house?" He responded, "Well it meets the Code. Well it meets the Code." He then said, "Would you rather have a gas station?" This was taken as an intimidating statement.

She offered up and wanted to confirm that the Commissioners had received the letter dated April 10, 2013. She stated that on behalf of the majority homeowners, residents and many of the business owners that they deny the Conditional Use Permit allowing a storage yard at the entrance of the neighborhood. She explained that the letter should in no way be construed as being in support of the development. She said that they were not opposed to the office warehouse proposal. She went on to explain that the proposed storage site would be an eyesore and lower property values by as much as \$7,000.00. She reiterated some of the primary concerns stated in the letter.

Ms. Trujillo began explaining that there was other property available where this development could occur. The landowner was ready to sell. Chairman Wall interrupted Ms. Trujillo and explained that as a Planning Commission they do not consider or get involved in the purchasing or swapping of lands. The Commission was considering the Conditional Use Permit. He inquired if she had more specific to the Conditional Use Permit because it the "boundary" for the Planning Commission. It is what the Planning Commission will decide. Ms. Trujillo went on to explain that the developer should look beyond this and consider other options.

Chairman Wall asked "so your position is that the development is not compatible with the surrounding area?" She replied "exactly."

She said that she could read the letter, but instead went on to say the following in addition to the letter. After additional residential meetings, the people that Ms. Trujillo spoke for thought the wall should be a 7' wall rather than an 8' wall as it would look "prison-like"; a 20 to 25' setback on West Ouray Avenue with landscaping; bigger trees; and they would like to be involved in the relocation of the irrigation line when the developer moved it if this should go forward. With the alley access there is an issue with the additional asphalt put in before which causes problems for access to the properties' backyards without a high sitting vehicle or a 4-wheel drive vehicle.

She mentioned a lot of business owners were concerned with the subdivision proposal as it came up late in the process. It was not discussed at any of the neighborhood meetings. She questioned why it was occurring?

She encouraged the Commission to consider the 90+ years, it is really 100, of the residents of El Poso. She stated that they are not going anywhere and that needs to be addressed.

Commissioner Couch asked Ms. Trujillo who had advised her that the properties would decrease in value. She indicated that realtors had and inquired if it was needed in writing. She did not name a specific source. Commissioner Couch went on to ask if she believed the lot as it was today was compatible with the neighborhood. She compared it to a glass half empty or a glass half full considering what could be on the land, she recognized the property could be improved, but went on to say that a storage yard will be no better when it would decrease the property values.

Marilyn Maldonado Trueblood, 350 West Grand Avenue, recited a letter dated February 9, 2013, a copy of which is attached to the staff report and already a part of the record.

Frank Jiminez of 320 West Grand Avenue said that the rezone in 2007 was supported by the neighborhood under a gentleman's agreement with Gene Taylor to build a community center. He believes that the neighborhood was misled by some in believing that the zoning could go back to residential. He went on in some detail as to how he reached the conclusion that the property was not going to be rezoned back to residential. He supported the proposed project, citing "common ground" that had been reached to remove the barbed wire and indicated that it was time to move on. He stated that the developer had come a long way in trying to satisfy us.

Chairman Wall asked to confirm if Mr. Jiminez was for the project or opposed. Mr. Jiminez replied "I am for the project. I think they have gone above and beyond in trying to satisfy us."

Commissioner Couch asked the Assistant City Attorney, Jamie Beard, if it was reasonable to assume that a promise made by some business person in the past to the community now binds the City to anything, regardless of what Gene Taylor said to any one? It doesn't really have a bearing on the zoning here in the City, does it? Ms. Beard agreed that it did not. The property had been zoned to C1 for commercial use with no conditions included. There may have been some discussions and agreements between Gene Taylor and the property owners but that agreement is just between them and would be addressed between them. It does not include the City.

Commissioner Couch recognized the understanding and the expectation that the people had with Gene Taylor, but said that it does not bind the City. It does not represent a lack of respect on the part of Grand Junction that the City is not supporting it, but the City is not a part of it.

Doug Murphy of 411 West Chipeta Avenue said that he had lived in the neighborhood since June of 1995. He noticed that over the years, properties had been upgraded and improved over 18 years. The City has allowed the area to slowly turn commercial, encroaching into the neighborhood. He has witnessed the progression of the up and coming neighborhood and, consequently, doesn't support the storage yard at the entrance of the neighborhood. He commented regarding the following: The design looks nice, it's a good plan, but it doesn't belong at the entrance of the neighborhood. Any storage should stop at the south end of those properties and not come up into the neighborhood. He would appreciate if the City would stop this. Maybe put a park there. Make it nice.

Kenny Fulmer resides at 401 West Chipeta Avenue. He stated Gene Taylor was a great man, but he was gone. He recognized that all they had was a hand shake agreement and they have to deal with what is on the record. They need to move on. The contractor has gone the extra yard to be a good neighbor so far. He has not seen anything detrimental. He recognized the contractor is spending a lot of money. He does not believe they are going to want a lot of animosity with the neighbors. He would like to think if there are problems in the future, the neighborhood, the Department of Interior and the City can sit down together and resolve it. He wondered if that could be included as a condition. If there is an issue later on, then they ought to be able to address it. He was also concerned about the number of children being in the neighborhood so wondered if traffic could be directed away from Vine, Ouray and

Chipeta that way we would avoid a child being hurt. He suggested maybe some speed bumps.

Kim Maldonado DeCoursey, 725 Hill Avenue, objected to the storage lot at the entrance of the neighborhood, noting that the neighborhood was formerly farmed land. She cited examples of generators and other stuff that is found in a storage yard. She was concerned about the gravel lot and the pond. The storage yard is not acceptable. She said that she thought Mr. Rapp's tactics were heavy-handed. He said that this was a done deal. We had no choice in the matter. It was not until the second meeting when Lisa Cox explained to them that they realized they did have a choice. They are all happy with the office building, but not the storage yard and when she expressed that she didn't like it, Mr. Van Rapp threatened to put a gas station in.

Frank Cordova of 401 West Grand Avenue mentioned that he has lived in the neighborhood for 63 years. He has three daughters and one son that live there as well as nieces and nephews. He said that he was concerned about the safety, cleanliness and first impressions. He pointed out that there were no sidewalks on Crosby or the east side of Mulberry Street. With no walkways you walk in the street, in the gutter or in the dirt. The wall is not a good impression. He wants people to have the impression that the area is safe and clean. He also suggested that the neighborhood could use a welcome sign at its entrance.

Linda Reams (who resides in The Vineyards Subdivision on the Redlands) said that while she did not live in the area she has lived in the community since 1982 and she did not support the proposed storage area. A storage yard is not compatible with the surrounding area. She questioned if floodlights on the building would be visible to the neighborhood. She works with children in the neighborhood and was very impressed with the residents in the neighborhood and commended them for all the work they had put into the area.

Randy Rowe, who resides at 307 West Ouray Avenue, across the street from the proposed yard, indicated that the property has been an eyesore since 1997, with people doing "roadies" as well as sleeping on it. The wall and the landscaping are a good idea. Coming down the hill on Mulberry the wall and the landscaping will look good, he said. Existing commercial uses already sit higher, about 35 feet than the neighborhood. He added that the applicant has gone above and beyond to satisfy the neighborhood. They have gone from a fence with barb wire to the wall. The neighborhood is going to look good. It will look better than what is there now. He indicated that he had been to the neighborhood meetings, but hadn't been invited lately and he had never seen the petition addressed to the City. He is for the development.

Erika Doyle, 2599 Highway 6 and 50, spoke for both herself and for her father, the owner of the Mesa Music building. Her family has been a long time owner of the property. She read a letter into the record indicating that it had come to their attention that there would be many improvements on the property. They are very excited about the proposal and welcome the newer owners and occupants to the neighborhood. The reuse of the building may deter vandalism and would be a good addition to the area with the proposed landscaping. The new development will enhance the vitality of the surrounding area. They hope that the Planning Commission approves the project.

Seeing no one else from the public wishing to speak, Chairman Wall closed the public portion of the meeting.

Applicant's Rebuttal

Rich Krohn spoke on behalf of the applicant and pointed out that the 8' wall was required by the GSA in order to avoid having to include barbed wire. Any wall or fence less than 8' in height will require the barbed wire. Regarding the proposed pond area, he said that it would be a dry detention pond. Meaning it will be dry at all times except when there is a rain and then it will drain within 40 hours. This he believed would not attract mosquitoes.

Questions

Commissioner Tolle asked if they anticipated traffic to be an issue, specifically the ability to access the storage yard from the alley behind the building. He pointed out that many comments were made by the people that evening regarding children in the area. He wanted it further addressed on how it could be dealt with.

Rich Krohn explained that the traffic will actually be substantially less traffic than with a retail establishment such as Gene Taylors. He explained that there would be approximately 100 people working in the building and only on week days. The storage yard is limited to 30 trips per day, which is only 15 roundtrips per day. The parking for the office building is forward on the property and most will not access from the alley. He said he could not say that the alley would not be used, but logically should be a small number of actual trips and substantially less than it has been in the past.

Commissioner Tolle questioned that at least twice a day the traffic should be fairly significant, was the applicant comfortable with the use of the alley or should it be addressed?

Mr. Krohn said he was assuming that the Commissioner was referring to the traffic from the storage yard as the traffic to the office building would most likely use Mulberry and Gunnison, since the total traffic from the storage yard is limited to the 15 roundtrips he saw that as a minimal safety risk.

Commissioner Tolle questioned that the applicant would work with the neighborhood as it seemed to be a concern of the neighbors.

Mr. Krohn pointed out that it was public alley and they were not in a position to control its use by the public.

Commissioner Tolle looked to City staff for more information. Lisa Cox directed the concern to Rick Dorris, City Development Engineer.

Mr. Dorris, City Development Engineer, confirmed that the resultant traffic, including through the alley, from this project would not come close to the street and alley design capacity. The maximum trip per day standards adopted by the City for local residential streets are 1,000 ADT (Average Daily Trips) and the traffic generated by the proposed

use would be far less than that each day. The previous retail use would have generated more traffic than the proposed office use. The new use will be substantially less. Mr. Dorris also confirmed the 30 trips per day limit for a low-volume storage yard.

Commissioner Couch asked for the applicant to address the concerns about heavy handedness, in particular the “done deal” comments. As Rich Krohn had not been at the earlier meetings he turned to Mr. Rapp to address the question. Mr. Rapp explained that at the first neighborhood meeting there were numerous comments made about what else could go on this property. He explained that though they had not yet closed on the property, the purchase was going to happen. The done deal statement was in reference to the purchase and scheduled closing of the property and finalization of the lease with GSA. The comment about the gas station was in reference to someone questioning the impact on the neighborhood. Being zoned commercial he was pointing out that there were other uses that could cause a greater negative impact such as a gas station.

Chairman Wall addressed statements being made by the audience and reminded them that the public comment portion was over.

Mr. Rusche asked if Chairman Wall would allow him to clarify the process and procedural questions that had come up. Chairman Wall agreed. Regarding the subdivision plat, it was not on the table at the time of the neighborhood meeting because it became clear after the meeting that the existing configuration of the building crossed existing properties could present a problem in whatever state the building was in with respect to building codes, since in theory someone could sell a lot under a portion of the building, even erroneously. The subdivision, or replat, would remedy that problem. Lot 1 achieves that and Lot 2 consolidates the other lots under the storage yard.

In response to a question regarding the process that neighbors would use to work out concerns among each other, that would be the preferred method, said Mr. Rusche, but that the City does have a Code Enforcement program to address concerns; if serious enough the Conditional Use Permit could be brought to the Planning Commission to consider revocation if unresolved.

With respect to the neighborhood meetings, Mr. Rusche apologized for how the first neighborhood meeting went, acknowledging that a number of concerns and issues were brought up that he was not prepared to address and to avoid saying the wrong thing did not say anything at the meeting.

Commissioner Leonard asked if the Code Enforcement program was complaint based. Mr. Rusche responded, yes, it was complaint based. Commissioner Leonard pointed out that problems need to be formally lodged with Code Enforcement.

Discussion

Commissioner Couch noted that the substantial portion of this Conditional Use Permit registered no comments, the building itself did not register much, if any, protest from the neighborhood. It was significant to him that such a small portion of the project was causing the concern. He lives downtown and drives by this area. He added that

leaving the property in its current condition for an indeterminate amount of time was not necessarily in the best interests of the City as it was in poor condition. He did not see the “fence” as an issue.

Commissioner Eslami agreed with Commissioner Couch’s comments. He did not believe that traffic was a safety issue and neither would the pond because it would be designed to not hold water. It has to drain within 48 hours. The mosquito problem is not likely to be an issue. What is being proposed is better than what is there now. He added that he believed the property in its current condition was an eyesore. He was in favor of the project.

Commissioner Leonard said that there are questions not answered. The plans are not finalized in regards to questions such as color of the wall material. He said that he assumed the 5-2-1 Drainage Authority for the detention pond would address any issues that arose. The telephone number for that entity is available. He would like to see an entrance feature for the neighborhood and the addition of benches for pedestrians. He would like to see it be more “pedestrian friendly,” which would make it more resident friendly. Current state of the property is not real good there is a lot of cut through traffic. He hopes that there will be continued work with residents for the final product to be acceptable for the residents.

Commissioner Reece agreed with the comments of the previous Commissioners. She thought that signage on the wall would be good and also agreed with Commissioner Leonard regarding the benches.

Commissioner Tolle recognized and appreciated all those who had attended the meeting in helping to educate the Commission. He asked that they all continue to be involved. If questions arise, then he encouraged they contact City staff. The audience was commended for all the improvements they had made in the area and he stated that “just seeing them here tonight enforces my belief that the system really can work.” He ended by thanking them all. He commented that their presence in being there certainly meant something to him.

Commissioner Buschhorn began by also thanking all the people for coming. He voiced his appreciation for the citizen comments and concerns. He advised that he took the decision about the property and the proposed CUP very seriously. He visited the site. The more he drove around it he thought the project would be an improvement as part of redevelopment.

Chairman Wall also commended the audience. He referred to those attending as “a great bunch of people.” He pointed out that it was the first meeting he had been to where the opponents were able to convey what they want with emotion, but without letting their emotions take over. It was also the first meeting he had ever been in where the constructive criticism of the developer and staff was very emotional, but presented in a professional manner. He thanked the participants for that being the case. He pointed out that the projects real focus was on compatibility which was always the toughest decision for the commission to make. Each person can have a different definition of compatibility and each person will give a different answer as to what is compatible or not. He considers does it buffer between the residential and the

commercial. He believes there is a transition between the two. He finds that it is compatible. He drives through this area quite often. There have been upgrades by the residents, by the City adding curb and gutter, and by the other properties. In his opinion, this will increase the value of the area. He would debate within any realtor that the empty lot as it is versus the improvements that will be made decreases the value more. This is not a junk yard that is going in there. It will enhance the neighborhood even more than has already been done. It is clear that the commission is concerned about this project and displayed their concerns with all the questions that they had. Based on the Code and the work that has been accomplished between the developer and the neighbors, through a couple different meetings, he would approve the project.

MOTION: (Commissioner Eslami) “Mr. Chairman, on the request for a Conditional Use Permit for the Department of the Interior, number CUP-2013-69, located at 445 W. Gunnison Avenue and 302 W. Ouray Avenue, I move that the Planning Commission approve the Conditional Use Permit with the findings of fact, conclusions and conditions listed in the staff report.”

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

General Discussion/Other Business

Lisa Cox, Planning Manager, asked if Chairman Wall would prefer the election of officers to be scheduled under Announcements/Presentations or at the end of the meeting under General Discussion/Other Business on the May 14, 2013 agenda. Chairman Wall indicated that he preferred that the election be scheduled under General Discussion/Other Business on the agenda.

Nonscheduled Citizens and/or Visitors

None.

Adjournment

With no objection and no further business, the Planning Commission meeting was adjourned at 9:13 p.m.

Friday, July 26
Sunday, September 1

9:15-9:45
9:00-9:30

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

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

2012 was the inaugural season for the Rockies in Grand Junction. They provided a recreational opportunity that proved to be popular among local residents and visitors to the area. Special promotions such as give-aways and fireworks displays help to enhance their fan support base.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

None

Legal issues:

N/A

Other issues:

N/A

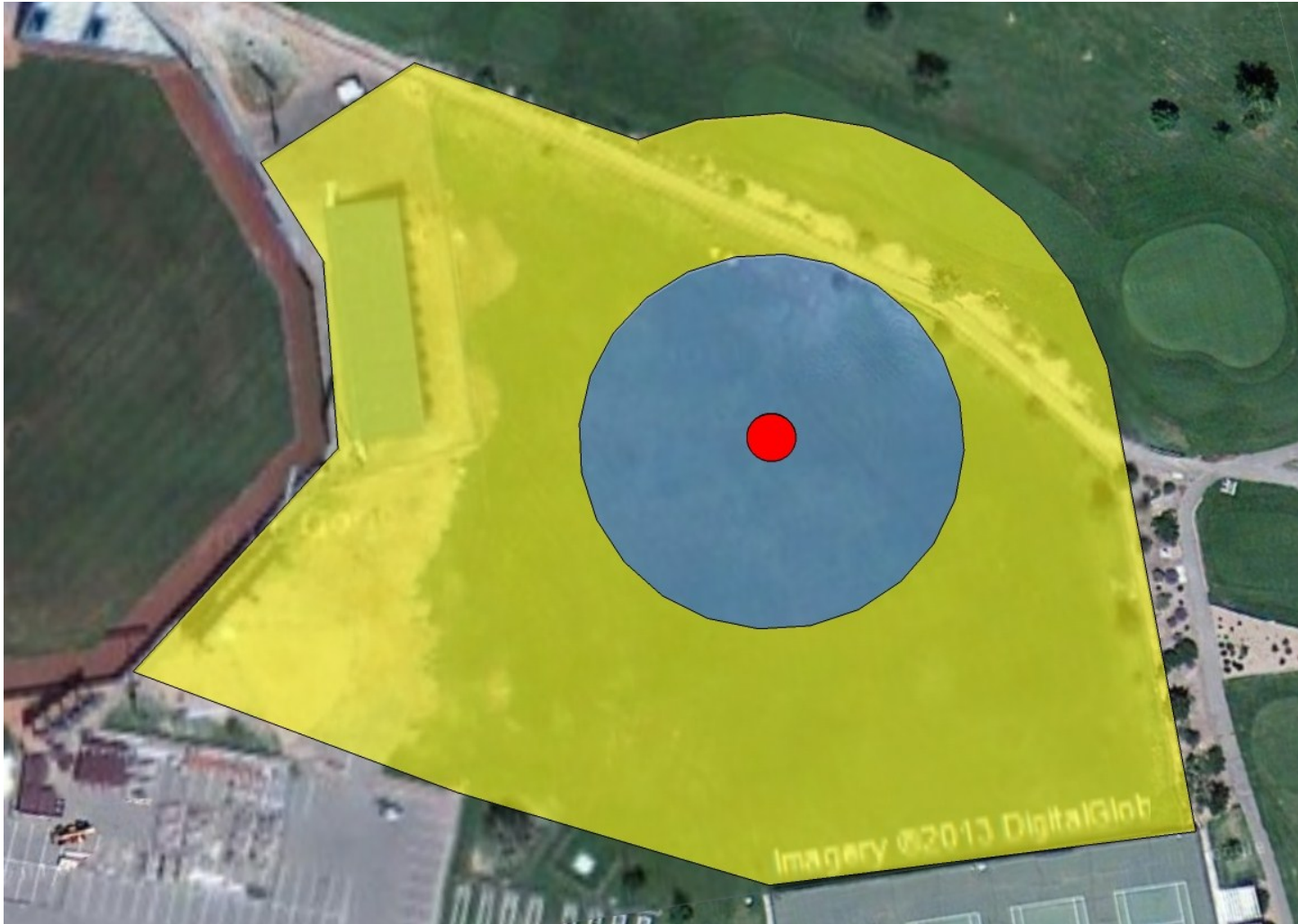
Previously presented or discussed:

N/A

Attachments:

Map of launch zone

Launch Zone



Red circle is the shoot site

Blue circle is the area we need secured while we are on site with live fireworks

Yellow is the area that needs secured before the launch of the fireworks until our staff has searched it for any unfired devices.



Attach 8

CITY COUNCIL AGENDA ITEM

Date: May 8, 2013

Author: Scott D. Peterson

Title/ Phone Ext: Senior

Planner/1447

Proposed Schedule: 1st Reading:

April 17, 2013 and May 1, 2013

2nd Reading: June 5, 2013

File #: ANX-2013-96

Subject: Peony Heights Annexation and Zoning, Located at 612 Peony Drive

Action Requested/Recommendation: Adopt a Resolution Accepting the Petition for the Peony Heights Annexation, Hold a Public Hearing to Consider Final Passage and Final Publication in Pamphlet Form of the Proposed Annexation and Zoning Ordinances

Presenter(s) Name & Title: Scott D. Peterson, Senior Planner

Executive Summary:

A request to annex and zone 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. The requested zoning is the 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 (Residential – 5 du/ac) so that he can develop the property for a residential subdivision of 3 to 4 single-family detached homes in the near future. 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 Annexation and Zoning 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:

None.

Legal issues:

None.

Other issues:

None.

Previously presented or discussed:

Resolution Referring the Petition for Annexation was adopted on April 17, 2013. First Reading of the Zoning Ordinance was May 1, 2013.

Attachments:

1. Staff Report / Background Information
2. Annexation - Site Location Map / Aerial Photo Map
3. Comprehensive Plan Map Future Land Use Map / Existing City and County Zoning Map
4. Blended Residential Map
5. Acceptance Resolution
6. Annexation Ordinance
7. 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

Staff Analysis:

ANNEXATION:

This annexation area consists of 1.12 acres (of which 0.20 acres or 8,818 sq. ft. is right-of-way) and is comprised of one parcel. The property owner has 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 Peony Heights 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.

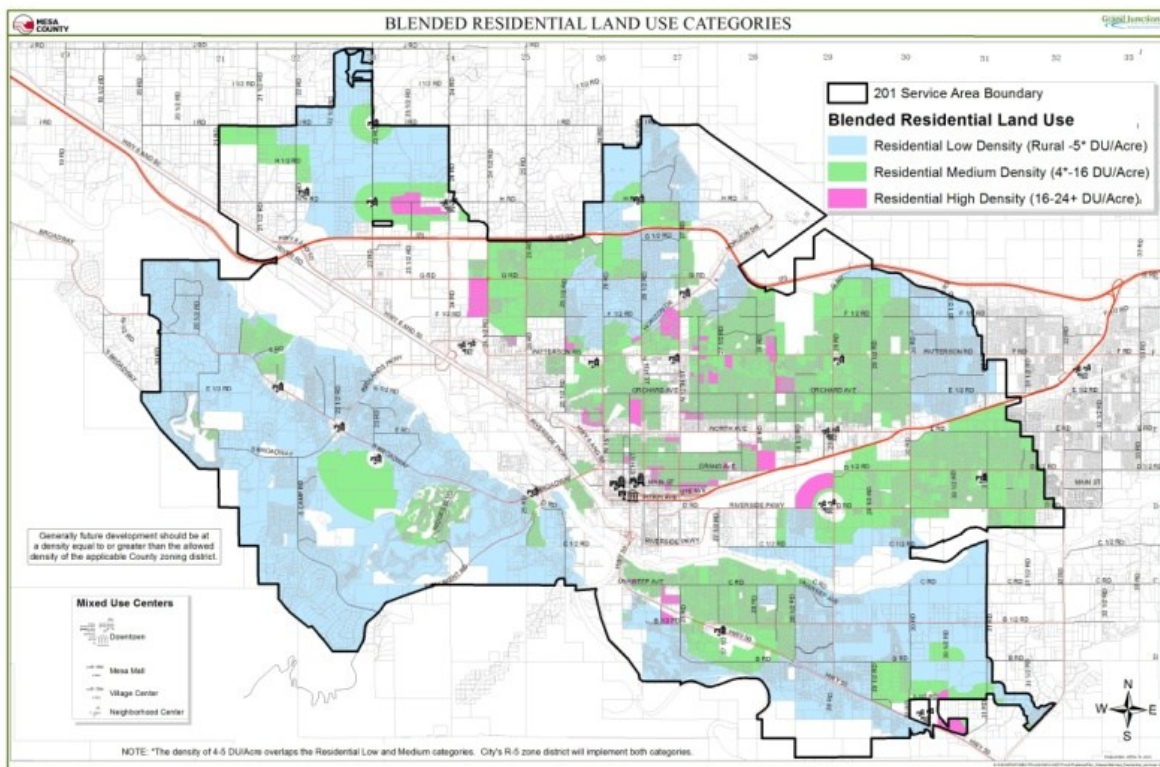
<u>ANNEXATION SCHEDULE</u>	
April 17, 2013	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
April 23, 2013	Planning Commission considers Zone of Annexation
May 1, 2013	Introduction of A Proposed Ordinance on Zoning by City Council
June 5, 2013	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
July 7, 2013	Effective date of Annexation and Zoning

PEONY HEIGHTS ANNEXATION SUMMARY		
File Number:	ANX-2013-96	
Location:	612 Peony Drive	
Tax ID Number:	2947-154-20-004	
# of Parcels:	1	
Estimated Population:	0	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	0	
Acres land annexed:	1.12	
Developable Acres Remaining:	0.92	
Right-of-way in Annexation:	0.20	
Previous County Zoning:	RSF-4 (Residential Single Family – 4 du/ac)	
Proposed City Zoning:	R-5 (Residential – 5 du/ac)	
Current Land Use:	Vacant lot	
Future Land Use:	Residential Medium Low (2 - 4 du/ac) Blended Land Use Map - Residential Low (Rural – 5 du/ac)	
Values:	Assessed:	\$32,630
	Actual:	\$112,500
Address Ranges:	612	
Special Districts:	Water:	Ute Water Conservancy District
	Sewer:	Persigo 201
	Fire:	Grand Junction Rural Fire
	Irrigation/ Drainage:	Redlands Water and Power Company
	School:	District 51
	Pest:	Grand River Mosquito Control District

ZONE OF ANNEXATION:

Blended Residential Land Use Categories Map

BACKGROUND: 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. It is a tool to implementing the Comp Plan’s guiding principles, goals and



policies; and a way to provide flexibility for development and predictability to the community. The Blended map is used in concert with the Comprehensive Plan's Future Land Use Map.

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.

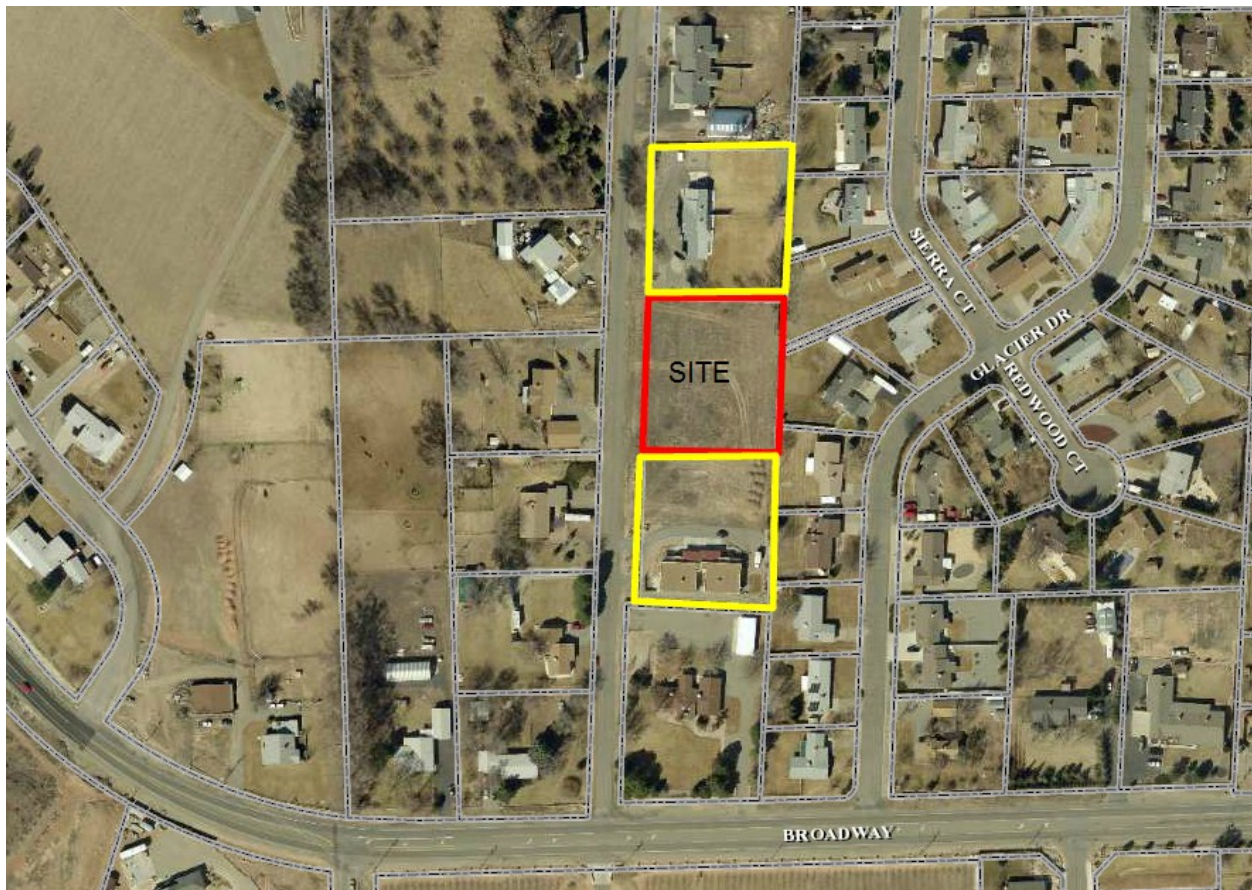
Table 1: Blended Land Use

BLENDED RESIDENTIAL LAND USE CATEGORIES

Residential Categories	Comprehensive Plan Future Land Use Designations							
	Rural	Estate	RL	RML	RM	RMH	RH	Urban RH
Residential Low (Rural to 5 du/ac)	X	X	X	X				
Residential Medium (4 du/ac to 16 du/ac)					X	X		
Residential High (16 du/ac to 24+ du/ac)							X	X

Zoning District	Blended Map Land Use Categories & Comprehensive Plan Land Use Designations							
	RESIDENTIAL							
	Low			Medium	High			
	Rural	Estate	RL	RML	RM	RMH	RH-MU	UR RH-MU
RR	▪	▪	▪	▪				
R-E	▪	▪	▪	▪				
R-1	▪	▪	▪	▪				
R-2	▪	▪	▪	▪				
R-4	▪	▪	▪	▪	▪	▪		
R-5	▪	▪	▪	Requeste d Zone	▪	▪		
R-8					▪	▪		
R-12					▪	▪		
R-16						▪	▪	▪

The Comprehensive Plan Future Land Use Map designation of the subject property is Residential Medium Low (RML 2 – 4 dwelling units per acre) with up to 4 dwelling units per acre. The question to be answered with this annexation request is whether or not this property should be zoned R-4 or R-5. The applicant is requesting the **R-5 zone** district which is supported by the Blended Map and is compatible with existing land uses to the north and to the south of the annexation area. The properties located immediately to the north and south contain duplex (two-family) housing units. If and when these two properties are annexed into the City (see properties outlined in yellow on map below) an R-5 zoning will be needed to make the properties conforming to zoning. The R-5 zone district is needed because it allows duplex dwelling units. In the R-4 zoning district where duplex units are not allowed except on corner lots, the two properties north and south of the proposed annexation would be nonconforming to zoning 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 is 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. The County zoning allows a maximum density of 4 dwelling units an acre, but the applicant would like the opportunity to develop housing compatible with the existing neighborhood and 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 of duplexes as found already on the two adjacent properties. The applicant is requesting R-5, which is consistent with the Comprehensive Plan's Blended Map, to allow density up to 5 dwelling units per acre.

Neighborhood Meeting

A Neighborhood Meeting was held on January 21, 2013. Three 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.

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 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.

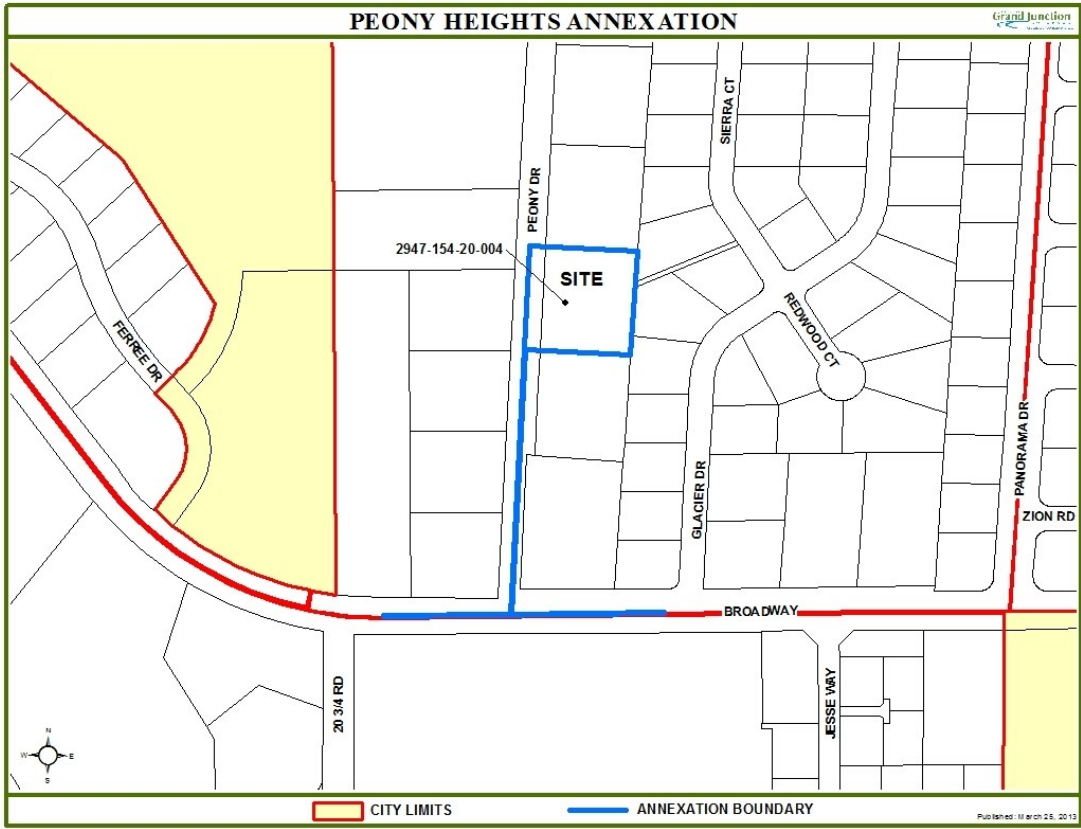
- a. R-R (Residential – Rural)
- b. R-E (Residential – Estate)
- c. R-1 (Residential – 1 du/ac)
- d. R-2 (Residential – 2 du/ac)
- e. R-4 (Residential – 4 du/ac)

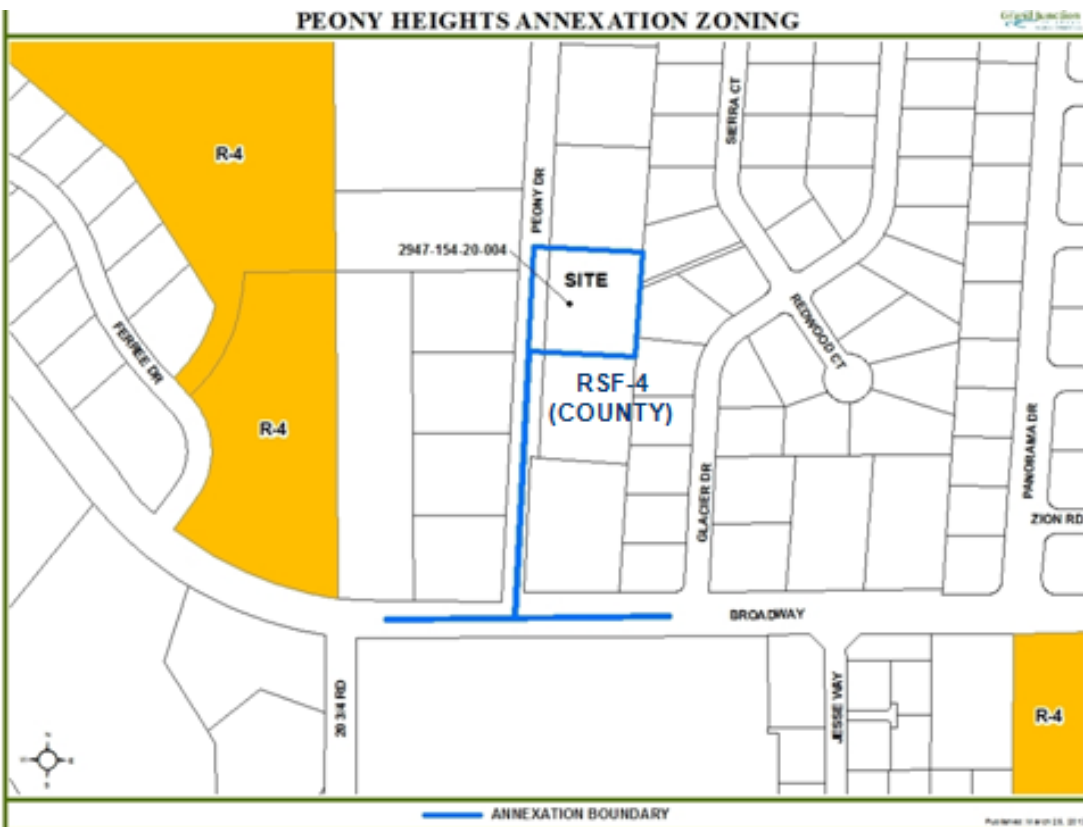
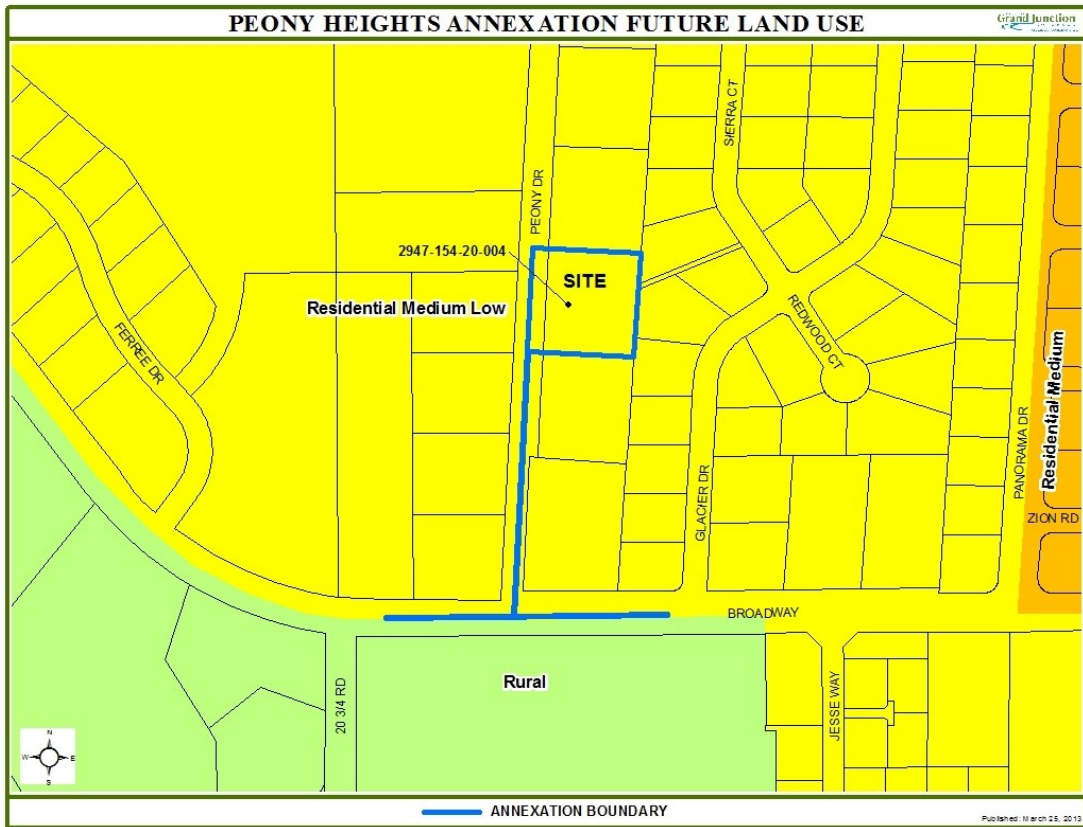
If the City Council chooses to approve an alternative zone designation, specific alternative findings must be made as to why the City Council is choosing an alternative zone designation.

PLANNING COMMISSION RECOMMENDATION:

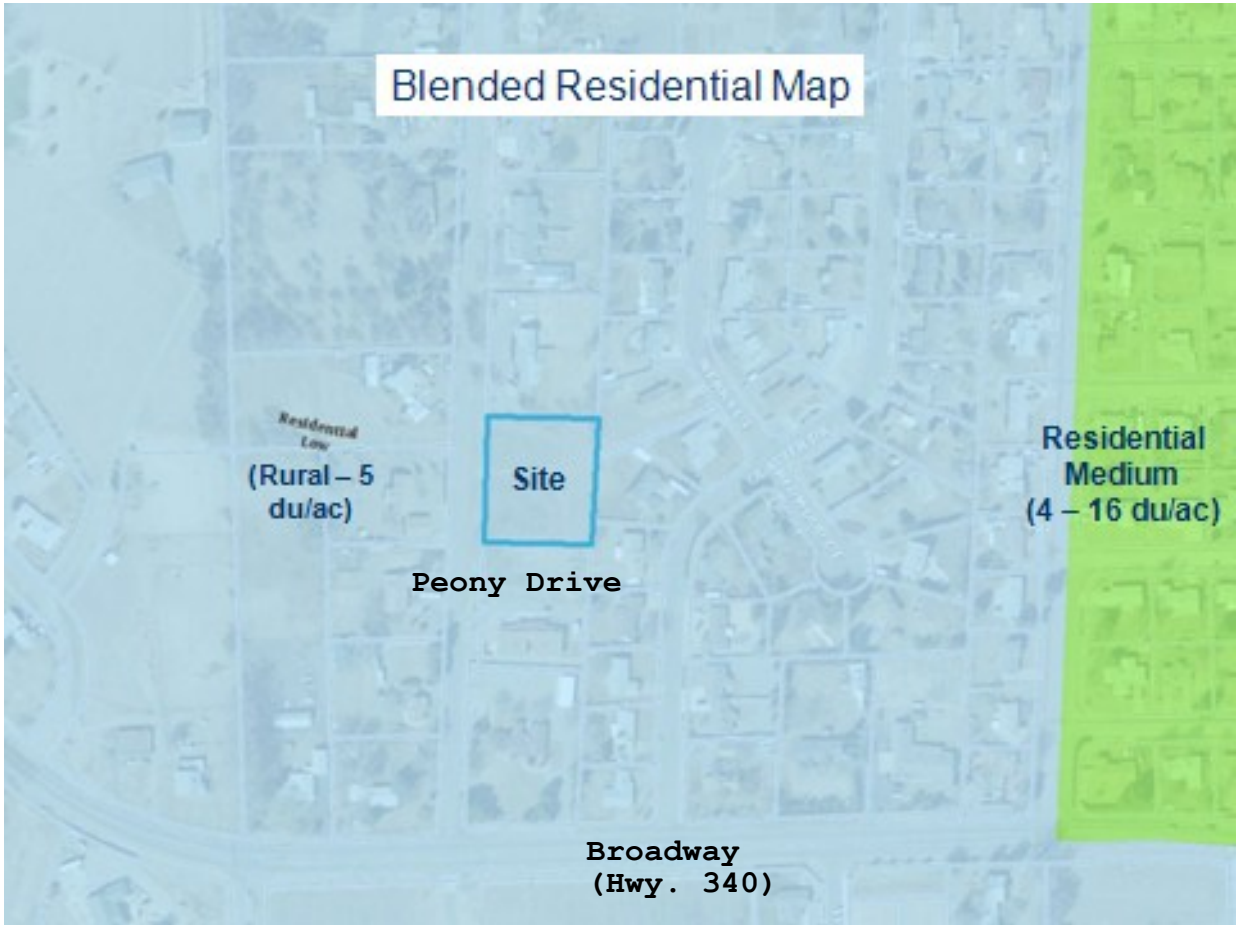
After reviewing the Peony Heights Annexation, ANX-2013-96, for a Zone of Annexation, the Planning Commission made the following findings of fact and conclusions:

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

RESOLUTION NO. ____

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

PEONY HEIGHTS ANNEXATION

**LOCATED AT 612 PEONY DRIVE AND INCLUDING PORTIONS OF THE
PEONY DRIVE AND BROADWAY (HWY 340) RIGHTS-OF-WAY**

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 17th day of April, 2013, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

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.

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of June, 2013; and

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

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

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

ADOPTED the _____ day of _____, 2013.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

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**

WHEREAS, on the 17th day of April, 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 5th 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:

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.

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

INTRODUCED on first reading on the 17th day of April, 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

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 1st day of May, 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 9
CITY COUNCIL AGENDA ITEM

Date: 5/7/13
 Author: Darren Starr
 Title/ Phone Ext: 1493
 Proposed Schedule: 6/5/13
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Subject: Purchase a Single Axle 5-yard Dump Truck with a Magnesium Chloride Spray Tank
Action Requested/Recommendation: Authorize the City Purchasing Division to Purchase a Single Axle 5-yard Dump Truck with a Magnesium Chloride Spray Tank from Transwest Freightliner, Grand Junction, CO, with Kois Brothers Equipment
Presenter(s) Name & Title: Jay Valentine, Internal Services Manager Greg Trainor, Public Works, Utilities, and Planning Director

Executive Summary:

This request is for the purchase of a scheduled equipment replacement of a single axle 5-yard dump truck with a magnesium chloride spray tank.

Background, Analysis and Options:

This single axle 5-yard dump truck and Mag tank are a part of the resources needed to provide ongoing maintenance in the Streets and Storm Water divisions. This equipment will be used for digging, trenching, patching, placing pipe, snow removal, and other departmental functions. This equipment is a scheduled replacement for the department and has gone through the equipment replacement committee.

A formal Invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitations) and advertised in The Daily Sentinel. Five companies submitted 19 formal bids, all of which were found to be responsive and responsible. All vendors offered a trade-in allowance for the truck currently in the City's fleet. The following amounts reflect pricing after the trade-in is taken:

FIRM	Location	Diesel	CNG
Transwest Trucks – 2014 Freightliner, Kois	Grand Junction, CO	\$121,079.00	\$168,681.00
Hanson International – 2014 International, Kois	Grand Junction, CO	\$121,500.00	No Bid
GJ Peterbilt – 2014 Peterbilt 337, Kois	Grand Junction, CO	\$122,360.00	No Bid
Transwest Trucks – 2014 Freightliner, Layton	Grand Junction, CO	\$125,098.00	\$173,000.00
Westfall O'Dell – 2014 Mack, Kois	Grand Junction, CO	\$126,464.00	No Bid
GJ Peterbilt – 2014 Peterbilt 337, MacDonald	Grand Junction, CO	\$126,602.00	No Bid
GJ Peterbilt – 2014 Peterbilt 337, Auto Truck	Grand Junction, CO	\$126,769.00	No Bid
Westfall O'Dell – 2014 Mack, MacDonald	Grand Junction, CO	\$130,706.00	No Bid
Westfall O'Dell – 2014 Mack, Layton	Grand Junction, CO	\$130,783.00	No Bid
GJ Peterbilt – 2014 Peterbilt 337, OJ Watson	Grand Junction, CO	\$133,729.00	No Bid
Volvo of Denver – 2014 Volvo, Kois	Denver, CO	\$137,579.00	No Bid

Westfall O'Dell – 2014 Mack, OJ Watson	Grand Junction, CO	\$137,833.00	No Bid
GJ Peterbilt – 2014 Peterbilt 365, Kois	Grand Junction, CO	\$139,738.00	\$175,568.00
Volvo of Denver – 2014 Volvo, Layton	Denver, CO	\$141,898.00	No Bid
GJ Peterbilt – 2014 Peterbilt 365, Auto Truck	Grand Junction, CO	\$144,057.00	\$179,887.00
GJ Peterbilt – 2014 Peterbilt 365, MacDonald	Grand Junction, CO	\$144,930.00	\$179,810.00
Volvo of Denver – 2014 Volvo, Kois (Alternate)	Denver, CO	\$146,227.00	No Bid
Volvo of Denver – 2014 Volvo, Layton (Alternate)	Denver, CO	\$150,546.00	No Bid
GJ Peterbilt – 2014 Peterbilt 365, OJ Watson	Grand Junction, CO	\$151,107.00	\$186,937.00

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

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

This purchase will allow the City of Grand Junction to continue to provide good customer service to the citizens of the community.

Board or Committee Recommendation:

This equipment replacement was approved by the equipment committee and Fleet Services.

Financial Impact/Budget:

Budgeted funds for the purchase of a diesel unit have been accrued in the Fleet Replacement Internal Service Fund.

The payback for the incremental cost of the CNG option is as follows:

Projected Annual Fuel Usage	800 gallons
<u>Current Cost Differential Diesel-CNG</u>	<u>\$2.22 per gallon</u>
Total Annual Fuel Savings	\$1,776
Incremental Cost Diesel-CNG	\$47,602
Calculated Payback	26.8 years
Estimated Vehicle Life	15.00 years
True Incremental Cost	\$20,962

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

N/A

Attach 10

CITY COUNCIL AGENDA ITEM

Subject: Avalon Theatre Project

Action Requested/Recommendation: Council Consideration to Affirm, Reverse or Amend Resolution No. 27-12 (see attached)

- To affirm would be to direct the City Manager to enter into negotiations with FCI Constructors and Chamberlin Architects and enter into contracts not to exceed the City's commitment of \$3,000,000
- To reverse would be to direct the City Manager to end all negotiations and release any and all contracts, relationships and understandings with contractors and consultants, paying what is owed to date
- To amend would be to direct the City Manager on how Council would like to proceed and committing the funding to achieve that direction

Presenter(s) Name & Title: Rich Englehart, City Manager

Summary:

Since 2008 the City, DDA and the Avalon Theatre Foundation Board have been working toward transforming the Avalon Theatre into a fully functioning performing art center. As a result of a three phase master plan, design work and construction documents were completed for the first phase (core) to address life safety, accessibility and improved public amenities. This core project was put out to bid earlier this year. FCI Constructors were the most responsive and responsible low bid and have since been working with the project team to bring construction alternatives to be discussed with City Council.

Background, Analysis and Options:

A request was made to provide Council with an update/business plan to the Avalon Theatre Renovation project. Staff will present a brief history of the Avalon, renovation planning, existing use, economic benefits and business plan as well as cover the proposed improvements.

The City sent out a RFP in February, 2013 and bid opening was on March 28, 2013 at 2:00 p.m. Three bids were received and FCI Constructors, Inc. came in as the most responsive and lowest bid. Due to a shortage of funds raised by the Avalon Foundation, the City Project Team met with FCI Constructors, Inc., to value engineer the project in order to better represent the funds available. The City Construction Project Team has developed the following three alternatives that are "in range" of potential resources:

As-bid: “Core” project with auditorium improvements, ADA accessibility, concessions, expanded lobby, restrooms and multipurpose room.

Alternative A: Project scope as bid with value engineering. This scope contemplated reductions in level of finish in order to reduce project cost.

Alternative B: Auditorium improvements, no ADA accessibility, “shells” out new space. As funds are raised, portions of addition could be finished and put into service.

Alternative C: Auditorium improvements, additional bathrooms and ADA accessibility.

Board or Committee Recommendation:

NA

Financial Impact/Budget:

The Avalon Project is funded by the City, DDA and private donations raised through the Avalon Theatre Foundation Board as follows:

Project Funding:

City of Grand Junction	\$3.1 million
Downtown Development Authority:	\$3.0 million
<u>Avalon Theatre Foundation Board:</u>	<u>\$1.1 million</u>
Total:	\$7.2 million

Capital expenditures for this project are dependent upon the chosen alternative below:

As Bid:	\$8.6 million
Alternative A:	\$8.2 million
Alternative B:	\$7.6 million
Alternative C:	\$7.1 million

The Avalon business model for the various alternatives is outlined below with a comparison to the model currently used.

	Current	Alternative A	Alternative B & C
Earned Revenues			
Rental Income	\$ 63,467	\$ 106,792	\$ 67,967
Equipment Rental	\$ 9,997	\$ 11,497	\$ 9,997
Concessions	\$ 116,412	\$ 138,574	\$ 119,283
Admission	\$ 59,706	\$ 62,206	\$ 59,706
Misc. Revenue	\$ 21,535	\$ 22,535	\$ 21,535
Total Earned Revenues	\$ 271,117	\$ 341,604	\$ 278,488
Operating Expenses			
Labor	\$ 90,993	\$ 101,154	\$ 95,017
Benefits	\$ 18,086	\$ 18,086	\$ 18,086
Movies & Marketing	\$ 48,202	\$ 50,702	\$ 48,202
Building Operations	\$ 125,296	\$ 143,128	\$ 125,546
Total Operating Expenses	\$ 282,577.00	\$ 313,071	\$ 286,851
Operating Result (Profit & Loss)	\$ (11,460)	\$ 28,533	\$ (8,363)

According to the American Association of Community Theater, in addition to the direct revenues the facility brings in, the Avalon currently generates \$1.54 million of spending activity in the community. This figure is estimated to grow to \$2.06 million with the completion of the core project.

Legal issues:

NA

Other issues:

NA

Previously presented or discussed:

March 7, 2012 - Council authorizes contract for Architectural Services for the Avalon Theatre Addition and Renovation.

June 20, 2012 – City Council authorizes \$3.0 million (\$1.5 million in 2013, \$1.5 million in 2014) toward the Avalon.

October 17, 2012 – City Council Authorizes WRL to take “core” scope to final design.

January 14, 2013 – Avalon Theatre Update to City Council by Avalon Theatre Foundation Board

April 1, 2013 – Avalon Theatre Update after bids were received.

Attachments:

Resolution No. 27-12

RESOLUTION NO. 27-12

A RESOLUTION CONCERNING THE ALLOCATION OF FUNDING FOR THE AVALON THEATRE RENOVATION PROJECT

RECITALS:

In the mid 1970's the City Council established a Citizen's Task force to investigate and make recommendations about a performing arts center in Grand Junction. That committee determined that the rehabilitation of the Avalon Theatre (formerly the Cooper) had many community benefits. An initial assessment was performed but due to the economic collapse of the early 1980's the project was put on hold.

As the economy stabilized in the late 1980's the Avalon project was renewed; the building was found to be strong and goals were set to rehabilitate and reuse the building for performing arts. The effort was widely supported because it would strengthen downtown by adding activity and entertainment.

In 1994 the City acquired the Theatre.

In 1996 the original 1923 facade was restored and the building began to host performance arts and movies more regularly. Since that time some minor improvements have been accomplished; however, the vision of the Theatre being remodeled has been elusive.

Many well intentioned citizens, consultants and others groups including but not limited to the Avalon Foundation Board, the Cinema at the Avalon, the Avalon Theatre Advisory Board, the Downtown Development Authority and Westlake, Reed and Lefkosky offered advice, suggestions, plans and recommendations on how to achieve the goal. For a number of reasons, until very recently, the goal has been unattainable.

In 2010 the DDA, the Grand Junction Symphony Orchestra and the City entered into an agreement by which the Symphony would become the primary tenant of the Theatre. Included in that agreement were commitments for matching funds from the DDA and private fund raising commitments. That agreement has now been modified and due in large measure to the DDA's offer to fund rather than match contributions, there is a functional and functioning starting point for making the vision a reality.

In 2012 the Avalon Foundation Board and the DDA agreed to commission architectural services for the Theatre. That work resulted in programming two phases of a renovation project; a phase known as the "core facility" renovation and the "enhanced facility" or "buildout" renovation phase. The cost of the core facility is work is projected to be 6 million; the complete or enhanced renovation is estimated to be 14 million.

On June 18, 2012 the City Council and the DDA Board met in joint session. At that time the DDA restated its commitment to fund 3 million of the core facility renovation. The City Council

indicated its support of the project and directed City staff to prepare a resolution for the Council to consider at its June 20, 2012 meeting.

NOW, THEREFORE, BE IT AGREED AND RESOLVED BY THE GRAND JUNCTION CITY COUNCIL THAT THE CITY COMMIT FUNDING FOR 2013 IN ACCORDANCE WITH THE FOREGOING RECITALS AND THE FUNDING FORMULA SET FORTH HEREIN BELOW:

Grand Junction Downtown Development Authority \$3,000,000.00

City of Grand Junction \$3,000,000.00

Private fund raising, grants and philanthropy for the core renovation \$1,000,000.00

Private fund raising, grants and philanthropy for the enhanced renovation \$7,000,000.00

FURTHERMORE, be it resolved that the improvements not be contracted for unless and until all of the funds have been raised and committed to the core renovation project.

Adopted this 20th day of June, 2012.

/s/: Bill Pitts
President of the Council

ATTEST:

/s/: Stephanie Tuin
City Clerk