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**CITY COUNCIL AGENDA
WEDNESDAY, OCTOBER 16, 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 Jeff Harmeling, Monument Presbyterian 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.]

Presentation

September Yard of the Month

Proclamation

** Proclaiming Friday, October 18, 2013 as “Legends of the Grand Valley Day – Prinster Brothers Day” in the City of Grand Junction

*Revised October 16, 2013
** Indicates Changed Item
*** Indicates New Item
® Requires Roll Call Vote*

REVISED

Certificates of Appointment

To the Planning Commission/Zoning Board of Appeals

To the Housing Authority

Council Comments**Citizen Comments******* CONSENT CALENDAR *******1. Minutes of Previous Meetings [Attach 1](#)**

Action: Approve the Summary of the August 19, 2013 Workshop and the Minutes of the October 2, 2013 Regular Meeting

2. CDBG Subrecipient Contracts with St. Mary's Foundation, Marillac Clinic, Inc., Giving Adolescents New Goals, and Mesa County Partners for Previously Allocated Funds within the 2013 Community Development Block Grant (CDBG) Program Year [File #CDBG 2013-02; 2013-03; 2013-04; 2013-06; 2013-08; and 2013-12] [Attach 2](#)

The Subrecipient Contract formalizes the City's award of a total of \$74,890 to St. Mary's Foundation, Marillac Clinic, Inc., Giving Adolescents New Goals, and Mesa County Partners allocated from the City's 2013 CDBG Program as previously approved by Council. The grant funds will be used for mileage reimbursement for volunteers with the Foster Grandparent and Senior Companion Programs, services for the homeless and new equipment at the Marillac Clinic, after school tutoring and enrichment activities at Grand Junction Housing Authority properties and the purchase of a van for use in the Partners One-to-One Mentoring program.

Action: Authorize the City Manager to Sign the Subrecipient Contracts with St. Mary's Foundation for the Foster Grandparent Program for \$10,000, St. Mary's Foundation for the Senior Companion Program for \$12,000, Marillac Clinic, Inc. for the Integrated Care for the Homeless for \$10,000, Giving Adolescents New Goals (GANG) After School Tutoring for \$4,700, Marillac Clinic for Dental Equipment for

\$23,190, and Mesa County Partners Van Purchase for \$15,000 for the City's 2013 Program Year Funds

Staff presentation: Kristen Ashbeck, Senior Planner/CDBG Administrator

3. **Free Holiday Parking Downtown** [Attach 3](#)

The Downtown Partnership has requested free parking in the downtown area again this year during the holiday shopping season. City Staff recommends free holiday parking in downtown, including the first floor of the Rood Avenue parking structure, with the exception of government offices areas and shared-revenue lots.

Action: Vacate Parking Enforcement at Designated, Downtown, Metered Spaces and Signed Parking from Thanksgiving to New Year's Day, Except Loading, No Parking, Handicapped, and Unbagged Meter Spaces Surrounding Government Offices and in Shared Revenue Lots. Free Metered Spaces will be Clearly Designated by Covering the Meters with the Well-known "Seasons Greetings-Free Parking" Red Plastic Bag

Staff presentation: Harry Weiss, Downtown Development Authority Director
Jodi Romero, Financial Operations Director

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

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

*** 4. **Prohibition of Parking Along Main Street During Parade of Lights** [Attach 4](#)

The Downtown Partnership is requesting the prohibition of parking along Main Street during the Annual Parade of Lights, and the authorization of towing vehicles violating the prohibition. City Staff concurs with the recommendation to prohibit parking on Main Street during the Parade of Lights.

Action: Prohibit Parking Along Main Street from 3rd to 7th Streets During the Annual Parade of Lights December 7, 2013 and Authorize the Towing of Vehicles in Violation of the Prohibition

Presentation: Harry Weiss, DDA/DGJBID Executive Director

5. **Horizon Drive Association Business Improvement District (HDABID) Amended 2013 Budget and 2014 Operating Plan and Budget** [Attach 5](#)

Every business improvement district is required to file an operating plan and budget with the City Clerk by September 30th each year. The City Council then approves or disapproves the plan and budget by December 5th. The plan was reviewed by the Horizon Drive Association Business Improvement District Board and submitted within the required timeline. The HDABID is also requesting an amendment to the 2013 budget for design services. After further review by City Staff, the plan and amendment were found to be reasonable.

Action: Approve the Horizon Drive Association Business Improvement District's Amended 2013 Budget and 2014 Operating Plan and Budget

Presentation: Chuck Keller, HDABID President

6. **Downtown Grand Junction Business Improvement District (DGJBID) 2014 Operating Plan and Budget** [Attach 6](#)

Every business improvement district is required to file an operating plan and budget with the City Clerk by September 30th each year. The City Council then approves or disapproves the plan and budget by December 5th. The plan was reviewed by the DGJBID Board and submitted within the required timeline. After further review by City Staff, the plan was found to be reasonable.

Action: Approve the Downtown Grand Junction Business Improvement District 2014 Operating Plan and Budget

Presentation: Harry Weiss, DDA/DGJBID Executive Director

7. **Public Hearing—Bibeau Enclave Annexation and Zoning, Located Along D ½ Road between Approximately 29 ¼ and 29 ½ Roads** [File #ANX-2013-338] [Attach 7](#)

A request to annex 16.10 acres of enclaved property, located along D ½ Road between approximately 29 ¼ and 29 ½ Road, and to zone the annexation, which consists of seven parcels, to an R-8 (Residential 8 du/ac) zone district.

Ordinance No. 4603—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Bibeau Enclave Annexation, Located Along D ½ Road Between Approximately 29 ¼ and 29 ½ Roads Consisting of Approximately 16.10 Acres

Ordinance No. 4604—An Ordinance Zoning the Bibeau Enclave Annexation to R-8 (Residential 8 DU/Ac) Located Along D ½ Road between Approximately 29 ¼ and 29 ½ Roads

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of Ordinance Nos. 4603 and 4604

Staff presentation: Brian Rusche, Senior Planner

8. **Public Hearing—Wild Enclave Annexation and Zoning, Located at 3122 and 3124 E Road** [File #ANX-2013-334] [Attach 8](#)

A request to annex 3.65 acres of enclaved property, located at 3122 and 3124 E Road, and to zone the annexation, which consists of two parcels, to an R-8 (Residential 8 du/ac) zone district.

Ordinance No. 4605—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Wild Enclave Annexation, Located at 3122 and 3124 E Road, Consisting of Approximately 3.65 Acres

Ordinance No. 4606—An Ordinance Zoning the Wild Enclave Annexation to R-8 (Residential 8 DU/Ac) Located at 3122 and 3124 E Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of Ordinance Nos. 4605 and 4606

Staff presentation: Brian Rusche, Senior Planner

9. **Public Hearing—Amendment to Chapter 2.40 of the Grand Junction Municipal Code Adopting Rules and Regulations Regarding Cemeteries** [Attach 9](#)

Changes to Chapter 2.40 are proposed to update and clarify the rules and regulations regarding the cemeteries, specifically the requirements for vaults and eliminating references to the development fee, as well as other housekeeping changes.

Ordinance No. 4607—An Ordinance Amending Chapter 2.40 of the Grand Junction Municipal Code Regarding Cemeteries

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of Ordinance No. 4607

Staff presentation: Tom Ziola, Forestry/Horticulture/Cemetery Supervisor

10. **Public Hearing—Amendment to Chapter 8.32 of the Grand Junction Municipal Code Relative to Forestry Licensing** [Attach 10](#)

Changes to Section 8.32.110 of the Grand Junction Municipal Code are proposed to clarify and update requirements for a license to engage in the business of cutting, pruning, trimming or removing, and/or spraying of trees (collectively Tree Maintenance).

Ordinance No. 4608—An Ordinance Repealing and Replacing Section 8.32.110 of the Grand Junction Municipal Code Regarding License to Engage in the Business of Cutting, Pruning, Trimming or Removing, or Spraying Trees

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of Ordinance No. 4608

Staff presentation: Tom Ziola, Forestry/Horticulture/Cemetery Supervisor

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

12. **Other Business**

13. **Adjournment**

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

August 19, 2013 – Noticed Agenda Attached

Meeting Convened: 5:00 p.m. in the City Auditorium

Meeting Adjourned: 8:07 p.m.

Council Members present: All. Staff present: Englehart, Shaver, Moore, Trainor, Cox (Lisa), Thornton, Portner, Romero, Tice-Janda, Kliska, Prall, and Tuin.

Agenda Topic 1. North Avenue Plan and Next Steps Related to Development of an Urban Renewal Authority

Dave Thornton, Planning and Development Supervisor, advised there are others present that will want to speak on this topic. He described the history including the planning that has taken place for North Avenue from I-70 Business Loop on the west to I-70 Business Loop on the east. He explained the overlay district for the area from just west of First Street to I-70 Business Loop on the east and the elements of the overlay district. The current efforts are the construction of American with Disabilities Act (ADA) improvements through Community Development Block Grant (CDBG) funding and the federal grant funding for the “complete street” design and construction of the first phase.

Members of the North Avenue Owners Association (NAOA) Jay Moss, Poppy Woody, and Kevin Bray provided a history of the corridor and their vision for the future. Their needs included attention to the area, a plan for routine maintenance, funding, and incentives to property owners. Mr. Bray described their ideas to find a funding mechanism for improvements to the North Avenue corridor. NAOA is recommending using Tax Increment Financing (TIF) through the establishment of an Urban Renewal Authority (URA) with the City limits as the boundary. With an Urban Renewal Authority comes a blight designation but that doesn't mean slum. There are eleven factors that can be used for the blight determination including deteriorating infrastructure or safety considerations. They feel this is the best option as it will allow the incremental taxes on improvements in their project area to go toward the bonds issued for the North Avenue improvements. NAOA presented a proposed project area for North Avenue. There are no TABOR implications because there are no new taxes; it is just the incremental increase from the assessed value. It is recommended that the City Council be the URA board.

Councilmember Chazen pointed out that it would not just be City property tax but property tax that goes to all the other entities. He asked if the other entities should have a say in the formation of this mechanism. City Attorney Shaver said that the other entities can object at the public hearing forming the URA but they do not get to veto the formation. Mr. Bray

pointed out that without the investment the taxes would be funding, there would be no increment for those entities to receive. City Attorney Shaver added that as the area is in decline, those entities will realize the declining values.

Concerns were expressed that this bypassed TABOR in that it is debt financing, with a dedicated revenue stream and there is no voter approval needed. City Attorney Shaver said that is correct as determined by a Court of Appeals case in Golden. It was noted that TIF financing is how the Downtown Development Authority finances its capital improvements.

Councilmember Chazen asked who is ultimately responsible for the debt. City Attorney Shaver said it is the Authority, not the City. It is a separate statutory entity.

Mr. Bray referred to the proposed project area and provided the rationale behind the boundaries indicated. Councilmember Chazen asked why there are residential properties included. Mr. Bray said residential properties would specifically be excluded from the TIF district but if the properties were to redevelop commercially, they would be in the project boundary. There is also County property in the proposed project area and it would be excluded from the TIF, as well as the Federal, State, and City properties. All properties abutting North Avenue were included and the hope is to have a long term vision for the area.

Councilmember Chazen asked if the plans already adopted have had any effect on the area. Planner Dave Thornton replied there has been some movement with new sidewalks and new development. Councilmember Chazen asked why then couldn't they just depend on the private property owners to make the improvements? Mr. Bray said the overwhelming comment heard by the NAOA is that the public infrastructure is deteriorating and needs work. This proposal presents a way to fund that work.

Councilmember McArthur, drawing on his experience with a URA in Texas, stated that it is a Catch 22 because the area becomes so deteriorated that banks won't finance improvements for private owners and it becomes too expensive for them to afford. The missing piece is the financing mechanism.

Councilmembers Chazen and Norris raised concerns that the additional layers of government add to the cost, and could impede development. Councilmember Boeschstein on the other hand supported not only the plan, but also the funding mechanism to put money into it; he identified a number of development projects that have occurred along the corridor. He lauded the grassroots effort. Councilmember McArthur again said that the financing piece is what is missing; two of the developments identified, CMU and Peppermill Lofts, received subsidies in order to go forward.

Council President Susuras asked if the NAOA considered a Business Improvement District. Mr. Bray said they did but it was not supported because the owners wanted to know where the taxes they are currently paying are being spent; they did not want an additional assessment.

There was additional discussion on other financing mechanisms.

In order to form an URA, there is lot of work that needs to be done including a blight study. It was noted that the formation of a URA does not affect the Enterprise Zones.

Council President Susuras polled the City Council on direction to Staff to go forward on a URA for the City. Councilmembers McArthur, Doody, Boeschstein, and Council President Susuras were in favor of having Staff pursue the URA. Councilmembers Norris and Chazen were opposed.

Agenda Topic 2. Grand Valley Trails Master Plan Update

City Manager Rich Englehart introduced the topic. He provided some history of the project and advised that the revised Master Plan went before the Planning Commission and was rejected. He then deferred to Planner Kathy Portner and Deputy City Manager Tim Moore.

Planner Portner said the Planning Commission recommended denial of the Trails Master Plan on August 13, 2013 citing the community benefit criteria was not met. The schedule was for the Plan to go before the City Council on September 18, 2013. She reviewed the history and the purpose of the Plan. She stated the Plan is not a map and it is not authorization for use.

The primary difference between the previous version adopted in 2001 and the version being proposed is that the boundaries in the Plan extend beyond the City limits and looks at trails valley-wide. The 2010 Comprehensive Plan does incorporate the Trails Master Plan. The 2035 Regional Transportation Plan also includes references to the need for multi-modal transportation.

There was discussion of the City's authority to develop such a Master Plan. City Attorney Shaver advised on the basic rights of the canal companies and the decision made by a local judge that the City can plan without it interfering with the operations of the companies. The City stated it has no intention of converting any land to trail use without authorization of the property owner.

Deputy City Manager Moore explained how the Plan is used when planning transportation systems and development of new areas in town. The adopted 2001 Urban Trails Master Plan included the growth boundary and also included trails along the ditch banks. Nothing has been built along the canals but many other sections have been constructed. The update includes

connections from Loma to Palisade. It helps not only the City when planning growth it helps other service providers such as XCEL Energy.

In discussions with the County Commissioners, Mr. Moore said they indicated they were not in favor of trail use along the canals but they did not reject the Plan outright. The County adoption process was discussed briefly.

Councilmember Doody asked who the major shareholders of the canal companies are within the City limits. Deputy City Manager Moore said Staff can provide that list. City Attorney Shaver noted that the facilities operated by the Grand Valley Water Users and the Highline Canal are government owned; others have private ownership.

Councilmember Chazen expressed concerns about adopting a plan without knowing the long term and overall financial impact. The updated Plan calls for adding over 600 new miles of trails. He felt the financial impact should have been included in the Staff Report.

Deputy City Manager Moore said for some of the trails, they are the same road section and the maintenance is synonymous with the road maintenance. For off road trails, the cost can vary depending on if there is land acquisition, how the trails are constructed, etc. City Manager Englehart said a dollar amount can't be determined until the specific plan is brought forward.

Councilmember Chazen pointed out that there were no legal issues identified on the Staff Report either. He said he would like to see pros and cons. Deputy City Manager Moore agreed but for the purposes of this discussion, this was a presentation of the update.

Councilmember Chazen read wording that indicated the Plan could be binding. He asked the City Attorney for clarification. City Attorney Shaver said it would be the dedication requirement when a developer comes to the City for development.

Councilmember McArthur said from a developer's perspective, they want to see these plans in place, then they know what is expected.

There was a discussion on how much the update expands the trail system which may or may not be along roadways, some of which may be across private property.

Elizabeth Collins, Urban Trails Committee member, explained the perspective of the Committee, the value of the Plan, and lauded the benefits of an Urban Trails Master Plan. She said that sidewalks for schools are a priority for them and she noted that trails along canals are only a small portion of the Plan but important for the community.

Fred Aldrich, an attorney representing six large entities that operate canals, adamantly expressed his clients' opposition to this and the previous version of the Trails Master Plan. He

said the problem began in 1992 when a multi-modal study identified trails along the canals. He referred to a letter from former City Manager Mark Achen which stated that the City was not convinced of the canal companies' position and would go forward with taking dedications. Since 1996, the City has accepted 44 to 45 dedications along the canals. These dedications are unconditional. Only in the court proceedings was there a statement from the City that they will not open up those dedications for trail access without the canal companies' permission. He identified the reasons for his clients' objections to any indication of trails along canal banks - safety, operations, and liability - and stated they will never agree nor will they negotiate to allow trails along their canal banks. He pointed out that the update was a significant expansion of trails along the canal banks. He represented Grand Valley Water Users Association, Grand Valley Irrigation Company, Palisade Irrigation District, Redlands Water and Power Company, and the Grand Valley Drainage District.

Council President Susuras asked Councilmembers to make comments.

Councilmember Boeschstein expressed appreciation and respect for the canal companies but said he will support the Plan.

Councilmember Doody said he understands the position of the canal companies. He suggested a pilot program. He will support the Plan.

Councilmember Norris lauded the work of the Urban Trails Committee but she did not agree with trails along the canals and wants to see a plan that takes all the trails off the canal banks and proposes other routes. She supports personal property rights.

Councilmember Chazen expressed appreciation to the speakers and Staff. He agreed with Councilmember Norris on the private property rights issue. He thought it foolish to let children loose in an industrial facility; it is dangerous. He does not support the Plan as is; he would remove trails from all canals and all private property.

Councilmember McArthur lauded the benefits of planning and visioning. He noted that agricultural uses will decrease and urban uses will increase. However, he will not support the Plan as is; he wanted more school connections and to have the Plan contained within the urban growth boundary. He suggested that some of the canals could be piped and then have trails along them which could benefit both sides.

Council President Susuras said he came prepared to begin negotiations but he now believes that to be hopeless. He does not believe in infringing on the canal easements so he will not support the Plan.

Council President Susuras then polled the Council to see if they would support the Plan if the trails along the canals were removed. Councilmembers McArthur, Chazen, Doody, and Boeschstein said no. Councilmember Norris and Council President Susuras said yes.

Council President Susuras polled the Council about repealing the 2001 Urban Trails Master Plan. Councilmembers Norris, Chazen, and Susuras said yes. Councilmember McArthur, Doody, and Boeschstein said no. There was no direction to go forward with repealing with a tie vote.

Next steps: The applicant can withdraw the Plan or bring the Plan forward with Planning Commission's recommendation of denial.

Agenda Topic 3. Other Business

Wilsea Drain – City Manager Englehart advised the Wilsea Drain transfer is coming before the City Council and is on the agenda.

Planning Overlays – City Manager Englehart said the discussion on the Planning Overlays will be brought back at another time.

With no other business, the meeting was adjourned.

**GRAND JUNCTION CITY COUNCIL
WORKSHOP**

**MONDAY, AUGUST 19, 2013, 5:00 P.M.
CITY AUDITORIUM
250 N. 5TH STREET**

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

1. **North Avenue Plan and Next Steps Related to Development of an Urban Renewal Authority:** The four mile North Avenue corridor has the highest vacancy rate of commercial buildings and sites of any other area in the City. In an effort to revitalize the corridor, a planning process began in 2007 to create a vision to redevelop and revitalize this area of the City.

Council will also hear from members of the North Avenue Owners Association and representatives from CMU related to the development of an Urban Renewal Authority and Plan for the corridor and the possible formation of taxing districts along North Avenue.

2. **Grand Valley Trails Master Plan Update:** City Council will review the proposed Grand Valley Trails Master Plan and discuss options for moving the Plan forward.
3. **Other Business**
 - **Wilsea Drain**
 - **Planning Overlays**

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

October 2, 2013

The City Council of the City of Grand Junction convened into regular session on the 2nd day of October, 2013 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boeschstein, Martin Chazen, Jim Doody, Phyllis Norris, Barbara Traylor Smith, and Council President Sam Susuras. Councilmember Duncan McArthur was absent. Also present were City Manager Rich Englehart, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Susuras announced that the City Council is wearing pink shirts in recognition of Pink October to bring awareness and support to those battling cancer. During October the Fire Department will be selling pink t-shirts to support Delaney Donates.

Council President Susuras called the meeting to order. Councilmember Norris led the Pledge of Allegiance, followed by an invocation by Don Brantley, Director of Healing Rooms of Grand Junction.

Proclamations

Proclaiming October 3, 2013 as “4-H Shotgun Grand Champion Day” in the City of Grand Junction

Councilmember Chazen read the proclamation. Coach Randy Stout thanked the City Council for the proclamation. The event is a tool to mold good citizens. Two of the team members spoke noting they do a lot of community work. They appreciated the City Council recognizing the team.

Proclaiming October 4, 2013 as “Manufacturing Day” in the City of Grand Junction

Councilmember Norris read the proclamation. Eric Goertz and Merritt Kinsey were present to receive the proclamation. Mr. Kinsey thanked the City Council and stated that manufacturing is very important in this Country; the middle class came from manufacturing. He stated a number of the manufacturing firms will have their doors open to visitors. Mr. Goertz said he is Vice President of Operations at CAPCO and he painted a picture of manufacturing and how the number of employees in manufacturing has decreased. He noted that high tech companies are manufacturing; he believes manufacturing is not dying but going through a renaissance. He described a new perspective toward manufacturing.

Proclaiming the Week of October 6 through October 12, 2013 as “Fire Prevention Week” in the City of Grand Junction

Councilmember Boeschstein read the proclamation. Fire Chief Ken Watkins was present to receive the proclamation. He described his fire prevention division and introduced the other members of the Department that were with him. Kitchen fires are this year’s theme noting that the City had \$114,000 in loss (no injuries or deaths) in the last year due to kitchen fires.

Proclaiming the Month of October 2013 as “Conflict Resolution Month” in the City of Grand Junction

Councilmember Boeschstein read the proclamation. Annette Ferriole and Kathy Collier were present to receive the proclamation. They thanked the City Council for recognizing the month for conflict resolution. They extended an invitation to a seminar on Saturday, October 5th from 8:30 a.m. to 4:30 p.m. There will be a number of workshops.

Proclaiming the Month of October 2013 as “National Disability Employment Awareness Month” in the City of Grand Junction

Councilmember Traylor Smith read the proclamation. Tamara Capp, Community Relations Coordinator for Mosaic, was present to receive the proclamation. She thanked the City Council for the proclamation.

Proclaiming October 2013 as “Childhood Cancer Awareness Month” in City of Grand Junction

Councilmember Doody read the proclamation. Fire Chief Ken Watkins, along with several members of the Fire Department, were present to receive the proclamation. He thanked the City Council for the proclamation and for wearing the pink shirts in support of the campaign. He reviewed the history of the campaign which started last year to support Delaney Clements and her foundation Delaney Donates which provides care packages for kids going through chemotherapy. Last year they raised \$10,000. The effort has ballooned this year. They have already sold \$11,000 worth of t-shirts on the 2nd day of October and are being supported by other agencies in the valley. He mentioned the pink fire truck that was refurbished and repainted and all the events the truck has attended. He listed some of the families they have helped.

Appointment

Councilmember Chazen moved to appoint Tami Beard to the Housing Authority for a five year term expiring October 2018. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

Certificates of Appointment

Kathy Deppe was present to receive her Certificate of Appointment to the Planning Commission. Keith Ehlers and Cody Wagner were present to receive their Certificates of Appointment to the Zoning Board of Appeals and as 1st and 2nd Alternate Members to the Planning Commission. Mr. Ehlers thanked the City Council for the appointment. Mr. Wagner also thanked for the Council for the appointment. Ms. Deppe said she is excited to accept the appointment. She provided a brief profile of herself and the reason for her desire to serve.

Council Comments

Councilmember Traylor Smith said she attended the Colorado Economic Forum and was sad to report that the economic outlook is still just bumping along; growth is at about 2%. She had a great Business-After-Hours at the Housing Authority's new development which brought some light to some of the things the Housing Authority is doing.

Councilmember Chazen said on September 19 he went to an Associated Governments in Northern Colorado (AGNC) meeting in Meeker, Colorado. There were two big issues discussed: 1) an update that the Sage Grouse may be declared an endangered species which will affect development. 2) A presentation by Weld County Commissioner Barbara Kirkmeyer regarding their efforts in Northeast Colorado to succeed from the State of Colorado. He went to the Visitor Convention Bureau (VCB) volunteer dinner on September 24. The volunteer work truly benefits economic development; the volunteers are first point of contact for visitors in Grand Junction and they are doing a great job. On September 26, there was a Downtown Development Association (DDA) and Downtown Grand Junction Business Improvement District (DGJBID) meeting. The main topic was the DGJBID Operating Plan and Budget for 2014. A DGJBID focus is business recruitment and Executive Director Harry Weiss was asked to develop a plan for this. Lastly, he noted he attended a discussion on the selection of a vendor for the Master Plan for Matchett Park.

Councilmember Norris said she and Councilmember Boeschenstein attended the Business Incubator meeting and they talked about Manufacturing Month. The Incubator is working with partners on tech transfers which could create more jobs. They also have broadband at the Incubator which will be operational in about two weeks. She noted the growth of the Incubator and encouraged anyone interested to join.

Councilmember Doody said he has a vacation scheduled on October 14 and will return on October 28.

Councilmember Boeschenstein said he had a Peace Corps Reunion at the Hampton Inn and had a good time. He appreciated VCB's support for this reunion. He noted the Business Incubator really is in need of a bridge across the Gunnison River. He said the

Business Incubator also helped with the Glacier Ice Rink. He and his wife participate in tutoring at Riverside School and he will be attending District 51 Exploratory classes.

Citizen Comments

Ed Kowalski, 2871 Orchard Avenue, spoke in reference to Ordinance No. 3206, noise and speed on the City streets and health safety and welfare for citizens and visitors. He was concerned about the cars, motorcycles, and trucks racing across town on the roads and said they are very loud. He mentioned role models and what other towns are doing. He also spoke to cost of living feeling that related to older vehicles that need to be updated. He said he has spoken with the Police Department and they said there is no decibel limit on noise. He thought there should be an inspection of vehicles. Council President Susuras directed Mr. Kowalski to speak to City Attorney Shaver.

Tyler McGowan, 393 East Valley Circle #1, asked about protocol for bringing a policy into effect. Council President Susuras directed Mr. McGowan to speak to City Attorney Shaver. Mr. McGowan addressed fluoride in drinking water. He said that fluoride increases the risk of cancer and affects glands that are part of the central nervous system causing hormonal imbalance. Fluoride is considered a medicine by the World Health Organization. He said bottle fed babies are fed 250 times the safe amount of fluoride. There is a natural occurrence of fluoride in the water, no more is needed. He identified his sources. Mr. McGowan said the City pays \$60,000 a year to put fluoride in the water. There are other things the money could be used for.

CONSENT CALENDAR

Councilmember Doody read Consent Calendar items #1-11 and then moved to adopt the Consent Calendar. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meetings**

Action: Approve the Summary of the July 31, 2013 Workshop, the Summary of the September 16, 2013 Workshop, and the Minutes of the September 18, 2013 Regular Meeting

2. **Setting a Hearing on an Amendment to Chapter 2.40 of the Grand Junction Municipal Code Adopting Rules and Regulations Regarding Cemeteries**

Changes to Chapter 2.40 are proposed to update and clarify the rules and regulations regarding the cemeteries specifically the requirements for vaults and eliminating references to the development fee as well as other housekeeping changes.

Proposed Ordinance Amending Chapter 2.40 of the Grand Junction Municipal Code Regarding Cemeteries

Action: Introduce a Proposed Ordinance and Set a Hearing for October 16, 2013

3. **Setting a Hearing on an Amendment to the Grand Junction Municipal Code Relative to Forestry Licensing**

Changes to Section 8.32.110 of the Grand Junction Municipal Code are proposed to clarify and update requirements for a license to engage in the business of cutting, pruning, trimming or removing, and/or spraying of trees (collectively Tree Maintenance).

Proposed Ordinance Repealing and Replacing Section 8.32.110 of the Grand Junction Municipal Code Regarding License to Engage in the Business of Cutting, Pruning, Trimming or Removing, or Spraying Trees

Action: Introduce a Proposed Ordinance and Set a Hearing for October 16, 2013

4. **Setting a Hearing on Zoning the Bibeau Enclave Annexation, Located Along D ½ Road Between Approximately 29 ¼ and 29 ½ Roads** [File #ANX-2013-338]

A request to zone the Bibeau Enclave Annexation, located along D ½ Road between approximately 29 ¼ and 29 ½ Roads, consisting of 16.10 acres, less 0.26 acres of public right-of-way, in seven parcels, to an R-8 (Residential 8 du/ac) zone district.

Proposed Ordinance Zoning the Bibeau Enclave Annexation to R-8 (Residential 8 DU/Ac) Located Along D ½ Road between Approximately 29 ¼ and 29 ½ Roads

Action: Introduce a Proposed Zoning Ordinance and Set a Hearing for October 16, 2013

5. **Setting a Hearing on Zoning the Wild Enclave Annexation, Located at 3122 and 3124 E Road** [File #ANX-2013-334]

A request to zone the Wild Enclave Annexation, located at 3122 and 3124 E Road, which consists of two (2) parcels, to an R-8 (Residential 8 du/ac) zone district. Proposed Ordinance Zoning the Wild Enclave Annexation to R-8 (Residential 8 DU/Ac) Located at 3122 and 3124 E Road

Action: Introduce a Proposed Zoning Ordinance and Set a Hearing for October 16, 2013

6. **Setting a Hearing on the Elementary Enclave Annexation, Located at 2977 B Road** [File #ANX-2013-316]

A request to annex one acre of enclaved property, located at 2977 B Road. The Elementary Enclave consists of one parcel and no public right-of-way.

Resolution No. 63-13—A Resolution of the City of Grand Junction, Giving Notice that a Tract of Land Known as the Elementary Enclave, Located at 2977 B Road, Consisting of Approximately One Acre, Will be Considered for Annexation to the City of Grand Junction, Colorado and Exercising Land Use Control

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Elementary Enclave Annexation, Located at 2977 B Road, Consisting of Approximately One Acre

Action: Adopt Resolution No. 63-13, Introduce a Proposed Annexation Ordinance, and Set a Hearing for November 20, 2013

7. **Setting a Hearing on the Twenty Nine Thirty Enclave Annexation, Located on the North and South Side of B ½ Road at Crista Lee Way** [File #ANX-2013-377]

A request to annex 12.08 acres of enclaved property, located on the north and south side of B ½ Road at Crista Lee Way. The Twenty Nine Thirty Enclave consists of six parcels and 0.51 acres of public right-of-way.

Resolution No. 64-13—A Resolution of the City of Grand Junction, Giving Notice that a Tract of Land Known as the Twenty Nine Thirty Enclave, Located on the North and South Side of B ½ Road at Crista Lee Way, Consisting of Approximately 12.08 Acres, will be Considered for Annexation to the City of Grand Junction, Colorado and Exercising Land Use Control

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Twenty Nine Thirty Enclave Annexation, Located on Both Sides of B ½ Road at Crista Lee Way, Consisting of Approximately 12.08 Acres

Action: Adopt Resolution No. 64-13, Introduce a Proposed Annexation Ordinance, and Set a Hearing for November 20, 2013

8. **Setting a Hearing on the Ray Annexation, Located at 416 29 Road** [File #ANX-2013-403]

A request to annex 1.14 acres, located at 416 29 Road. The Ray Annexation consists of one parcel and approximately 0.144 acres (6,261 square feet) of the 29 Road right-of-way.

Resolution No. 65-13—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, Ray Annexation, Located at 416 29 Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ray Annexation, Approximately 1.14 Acres, Located at 416 29 Road

Action: Adopt Resolution No. 65-13, Introduce a Proposed Annexation Ordinance, and Set a Hearing for November 20, 2013

9. **CDBG Subrecipient Contract with Hilltop Community Resources, Inc. for Previously Allocated Funds within the 2013 Community Development Block Grant (CDBG) Program Year** [File #CDBG 2013-11]

The Subrecipient Contract formalizes the City's award of \$86,840 to Hilltop Community Resources, Inc. allocated from the City's 2013 CDBG Program as previously approved by Council. The grant funds will be used to replace the roof and the heating, ventilation, and air conditioning systems at The Opportunity Center located at 1129 Colorado Avenue.

Action: Authorize the City Manager to Sign the Subrecipient Contract with Hilltop Community Resources, Inc. for the City's 2013 Program Year Funds

10. **Contract for the Wingate Irrigation Pump Replacement and Sedimentation Structure Construction**

Parks and Recreation is seeking approval to replace the irrigation pumping/ filtration system and construct a sedimentation structure at Wingate Park/ Elementary School.

Action: Authorize the City Purchasing Division to Enter into a Contract with Sorter Construction, Inc., of Grand Junction, CO for the Wingate Irrigation Pump Replacement and Sedimentation Structure Construction Project for the Bid Amount of \$113,139.00

11. **Colorado Water Conservation Board Water Efficiency Grant**

This is a request to approve a resolution authorizing the City Manager to submit a water efficiency grant application to the Colorado Water Conservation Board (CWCB) for \$45,450. The purpose of the grant application is to provide funding for water efficiency audits of 100 residential customers using domestic water for irrigation and six large commercial/industrial water users.

Resolution No. 66-13—A Resolution Authorizing the City Manager to Submit a Water Efficiency Grant Application to the Colorado Water Conservation Board for Water Efficiency Audits

Action: Adopt Resolution No. 66-13

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Contract for the 2013 Pavement Management Data Collection

This request is to award a consulting contract for the data collection and analysis of the City's street pavement conditions. This data and subsequent analysis will help determine the pavement condition index of over 365 centerline miles and 4,500 individual street segments and help prioritize where street maintenance dollars should be invested.

Terry Franklin, Utility and Streets Manager, presented this item. The data was last collected in 2008 and uploaded in the Lucity database that takes that data and helps determine what streets are degraded. The new data collection will help determine if the past data is still accurate. It will help develop a pavement data index.

Three companies submitted bids. He explained why the two lower bids were not being recommended. Two of the companies use subjective data collection and did not meet all the requirements for input into the database. Therefore, IMS Infrastructure Management Services is being recommended by Staff. The survey will start in October and the City hopes to get the report back in the first quarter of 2014. The reporting will help prioritize where street maintenance funds should be invested.

Councilmember Boeschstein asked if there is a way to determine if the road base is adequate. Mr. Franklin said that is an additional option available but was not included in this cost. He said that would be looked at during any overlays.

Councilmember Doody asked if there will be street closures. Mr. Franklin said the van moves with traffic and will not impede traffic.

Councilmember Norris complimented Staff for looking at what each company provides. She felt strongly that the data is needed in order to know how to budget street maintenance funds.

Councilmember Chazen asked how often this analysis is recommended. Mr. Franklin said it is possible only a couple of sections might have to be inspected every few years due to the Lucity modeling. He felt they should be good for four or five years.

Councilmember Traylor Smith asked if there is a way to expedite the report. Mr. Franklin said this was asked however, due to the time needed and their schedule restraints, March 31, 2014 will be the earliest date.

City Manager Englehart said in the budget there is chip and seal proposed and the overlays are not anticipated since they won't have the data back yet.

Councilmember Doody moved to authorize the City Purchasing Division to enter into a contract with IMS Infrastructure Management Services, Tempe AZ for the 2013 Pavement Management Data Collection in the amount of \$69,994. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Purchase a Single Axle 4X2 Hook Lift Truck with a 5-yard Dump Body and Snow Removal Equipment

This request is for the purchase of a scheduled equipment replacement of a single axle 5-yard dump truck with snow removal equipment. The purchase proposed is a hook lift truck with a separate dump body, and snow removal equipment which can be interchanged at any point. Other versatile pieces of equipment will be added in the future that can be used with this same truck such as water truck, flat bed, stake bed, or any other needed body options.

Darren Starr, Manager, Streets, Storm Water, and Solid Waste, introduced this item. He explained the truck is going through the normal replacement program but this equipment is a change that will provide more flexibility and multi-usage. For the various City programs offered, one person can disconnect the snow equipment and put on a dump truck. This change may even help reduce the fleet.

Councilmember Traylor Smith asked about the additional cost for the Compressed Natural Gas (CNG) option and the reason not to consider CNG. Mr. Starr said there is difficulty in the location of the CNG tanks for this type of equipment. The CNG option complicates the ability of one person, independently, to hook up the other equipment. Also, the payback with the mileage on a CNG vehicle would be 25 years.

Councilmember Chazen asked if the price includes all the other equipment. Mr. Starr said it will include the snow truck and the dump truck. In the future, traffic control equipment or a flatbed could be purchased. They are also looking at the street sweepers program using this truck to deliver roll-offs around the community for better efficiency.

Councilmember Doody said he will support it.

Councilmember Boeschstein said he agreed diesel is probably the best option for this truck.

Councilmember Traylor Smith moved to authorize the City Purchasing Division to purchase a single axle 4X2 hook lift truck with a 5-yard dump body and snow removal equipment from Trans West Freightliner with Kois Brothers equipment for \$132,202.00. Councilmember Doody seconded the motion. Motion carried by roll call vote.

Contract Approval for Employee Life, Accidental Death and Dismemberment (AD&D), and Disability Insurance

The current vendor for Life, AD&D and Long-Term Disability (LTD) coverage advised the City that effective January 1, 2014 a 22% increase would be imposed on current LTD rates. A request for proposals (RFP) was issued to determine if an equal benefit level could be provided through another vendor at an equivalent or lower cost. UNUM is the recommended vendor at a rate that is much less than current cost.

Claudia Hazelhurst, Human Resources Director, introduced this item. A new vendor was selected after the current vendor submitted a 22% rate increase for 2014. They have reviewed each proposal and checked references. The recommended vendor is UNUM Life Insurance of America, which will provide a savings of \$157,600 over the 2013 costs, and will save employees money for their participation.

Councilmember Norris complimented Human Resources Staff and said there may be opportunities for a savings in other areas.

Councilmember Boeschstein said he will vote in favor.

Councilmember Chazen said it is a win for the City and for the employees. He complimented Ms. Hazelhurst and Staff.

Councilmember Traylor Smith asked about UNUM's payout and asked about the customer service quality. Ms. Hazelhurst said, in checking with their current clients, they found them to be responsive to employers and employee claimants.

Councilmember Chazen moved to authorize the City Manager to negotiate and enter into a contract with UNUM Life Insurance Company of America to provide employee life, accidental death and dismemberment, and disability insurance to the City of Grand Junction Employees. Councilmember Norris seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 8:35 p.m.

Stephanie Tuin, MMC
City Clerk



Date: October 2, 2013
 Author: Kristen Ashbeck
 Title/ Phone Ext: Senior Planner x1491
 Proposed Schedule:
Approval October 16, 2013; Execute
agreements following approval.
 File #: CDBG 2013-02; 2013-03; 2013-04;
2013-06; 2013-08; and 2013-12

Attach 2
CITY COUNCIL AGENDA ITEM

<p>Subject: CDBG Subrecipient Contracts with St. Mary’s Foundation, Marillac Clinic, Inc., Giving Adolescents New Goals, and Mesa County Partners for Previously Allocated Funds within the 2013 Community Development Block Grant (CDBG) Program Year</p>
<p>Action Requested/Recommendation: Authorize the City Manager to Sign the Subrecipient Contracts with St. Mary’s Foundation for the Foster Grandparent Program for \$10,000, St. Mary’s Foundation for the Senior Companion Program for \$12,000, Marillac Clinic, Inc. for the Integrated Care for the Homeless for \$10,000, Giving Adolescents New Goals (GANG) After School Tutoring for \$4,700, Marillac Clinic for Dental Equipment for \$23,190, and Mesa County Partners Van Purchase for \$15,000 for the City’s 2013 Program Year Funds</p>
<p>Presenter(s) Name & Title: Kristen Ashbeck, Senior Planner/CDBG Administrator</p>

Executive Summary: The Subrecipient Contract formalizes the City’s award of a total of \$74,890 to St. Mary’s Foundation, Marillac Clinic, Inc., Giving Adolescents New Goals, and Mesa County Partners allocated from the City’s 2013 CDBG Program as previously approved by Council. The grant funds will be used for mileage reimbursement for volunteers with the Foster Grandparent and Senior Companion Programs, services for the homeless and new equipment at the Marillac Clinic, after school tutoring and enrichment activities at Grand Junction Housing Authority properties, and the purchase of a van for use in the Partners One-to-One Mentoring program.

Background, Analysis and Options:

CDBG 2013-02 St. Mary’s Foundation 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. CDBG funds in the amount of \$10,000 will be used to reimburse volunteers for gas and mileage to travel to and from their assigned school or daycare.

CDBG 2013-03 St. Mary’s Foundation Senior Companion Program: Utilizing senior volunteers, the program provides weekly transportation services for elderly or disabled city residents who can no longer drive. CDBG funds in the amount of \$12,000 will be used to reimburse volunteers for gas and mileage to travel to and from their clients’ homes.

CDBG 2013-04 Marillac Clinic Integrated Care for the Homeless: 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. CDBG funds in the amount of \$10,000 will help pay for integrated care including dental, optical, medical, and mental health services for the homeless population in Grand Junction.

CDBG 2013-06 Giving Adolescents New Goals (GANG) After School Tutoring and Enrichment Activities: 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 within the City limits - Courtyard and Linden Pointe Apartments. CDBG funds in the amount of \$4,700 will be used for learning aides and supplies to improve these programs.

CDBG 2013-08 Marillac Clinic Dental Equipment: 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. CDBG funding in the amount of \$23,190 will be utilized to purchase 2 new dental x-ray machines in order to improve dental services.

CDBG 2013-12 Partners Van Purchase: 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. CDBG funds in the amount of \$15,000 will be used to purchase a 12-passenger van for transporting program participants to and from these activities since providing transportation is often difficult for the families of the participants.

The agencies discussed above are considered “subrecipients” to the City. The City will “pass through” a portion of its 2013 Program Year CDBG funds to each of the agencies but the City remains responsible for the use of these funds. The contracts outline the duties and responsibilities of each agency/program and are used to ensure that the subrecipient complies with all Federal rules and regulations governing the use of these funds. The contracts must be approved before the subrecipients may spend any of these Federal funds. Exhibit A of the contracts (Attachments 1 through 6) contains the specifics of each project and how the money will be used by the subrecipients.

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

The projects funded through the 2013 CDBG grant year allocation will include steps towards the City’s Comprehensive Plan Goal listed below:

Goal 12: Goods and Services that Enhance a Healthy, Diverse Economy: The CDBG projects discussed below provide services that enhance our community including improved services for youth, families, elderly, homeless and disabled persons.

Board or Committee Recommendation: There is no board or committee review of this request.

Financial Impact/Budget: Previously approved 2013 CDBG Program Year Budget

Legal issues: Funding is subject to Subrecipient Agreement. The City Attorney has reviewed and approved the form of agreement.

Other issues: None

Previously presented or discussed:

City Council discussed and approved the allocation of CDBG funding for these projects at its May 22, 2013 meeting.

Attachments:

1. Exhibit A, Subrecipient Agreement – Foster Grandparent Program
2. Exhibit A, Subrecipient Agreement – Senior Companion Program
3. Exhibit A, Subrecipient Agreement – Marillac Clinic Integrated Care for Homeless
4. Exhibit A, Subrecipient Agreement – GANG After School Tutoring and Enrichment
5. Exhibit A, Subrecipient Agreement – Marillac Clinic Purchase Dental Equipment
6. Exhibit A, Subrecipient Agreement – Partners Van Purchase

**ATTACHMENT 1: 2013 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
ST MARY'S FOUNDATION FOR THE FOSTER GRANDPARENT PROGRAM**

**EXHIBIT "A"
SCOPE OF SERVICES**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, \$10,000.00 from its 2013 Program Year CDBG Entitlement Funds for reimbursement of mileage expenses for program volunteers. The general purpose of the entire program and this project is to provide useful, productive roles for senior citizens while in turn providing children with special needs with nurturing, mentoring and tutoring provided by the volunteer foster grandparents.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income clientele benefit (570.201(e)). It shall meet this objective by providing the above-referenced services to low/moderate income persons in Grand Junction, Colorado.
3. The Foster Grandparent Program provides low to moderate income elderly persons with opportunities to help children. It is estimated that over 1,400 children in local schools with special needs receive the nurturing, mentoring and tutoring services provided by the program. It is understood that the City's grant of \$10,000 in CDBG funds shall be used to reimburse volunteers for mileage expenses incurred for traveling to and from their volunteer station within the City limits.
4. This project shall commence upon the full and proper execution of the 2013 Subrecipient Agreement and the completion of all appropriate environmental, Code, State and Local permit review and approval and compliance. The project shall be completed on or before December 31, 2014.
5. The total project budget for the Foster Grandparent program is estimated to be \$311,888. CDBG funds shall be utilized exclusively for mileage reimbursement.
6. The Foster Grandparent Program estimates that the total number of clients served by the program in 2012 was 47 in-city resident low-income volunteers, providing 29,616 volunteer service hours. CDBG funding will help expand the program to 55 in-city volunteers to be able to increase service hours to 34,600.

_____ St. Mary's Foundation

_____ City of Grand Junction

7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ St. Mary's Foundation

_____ City of Grand Junction

**ATTACHMENT 2: 2013 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
ST MARY'S FOUNDATION FOR THE SENIOR COMPANION PROGRAM**

**EXHIBIT "A"
SCOPE OF SERVICES**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, \$12,000.00 from its 2013 Program Year CDBG Entitlement Funds for reimbursement of mileage expenses for program volunteers. The general purpose of the entire program and this project is to enable frail elderly persons to keep their independence as long as possible. Volunteer Senior Companions help their clients with grocery shopping, medical appointments, other errands out of the home and socialization and companionship.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income clientele benefit (570.201(e)). It shall meet this objective by providing the above-referenced services to low/moderate income persons in Grand Junction, Colorado.
3. The Senior Companion Program enables low to moderate income active seniors to assist other low income frail, elderly persons so that those persons can continue living at home rather than in an assisted living facility. It is understood that the City's grant of \$12,000 in CDBG funds shall 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 clients.
4. This project shall commence upon the full and proper execution of the 2013 Subrecipient Agreement and the completion of all appropriate environmental, Code, State and Local permit review and approval and compliance. The project shall be completed on or before December 31, 2014.
5. The total project budget for the Senior Companion program is estimated to be \$216,264. CDBG funds shall be utilized exclusively for mileage reimbursement.
6. The Senior Companion Program served 341 homebound elderly persons with 29 volunteers in 2012 and estimates that the total number of clients served in 2013 will be 250-260.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ St. Mary's Foundation

_____ City of Grand Junction

8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ St. Mary's Foundation

_____ City of Grand Junction

**ATTACHMENT 3: 2013 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
MARILLAC CLINIC, INC.**

**EXHIBIT "A"
SCOPE OF SERVICES**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, \$10,000.00 from its 2013 Program Year CDBG Entitlement Funds for integrated health care services for the homeless population of Grand Junction. The services will primarily be provided at the Marillac Clinic located at 2333 North 6th Street in Grand Junction, Colorado ("Property"). Marillac Clinic, Inc. serves low and moderate income, uninsured and underinsured individuals and families who pay a portion of the cost of medical and dental services.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income clientele benefit (570.201(c)). It shall meet this objective by providing the above-referenced services to low/moderate income persons in Grand Junction, Colorado. In addition, this project meets CDBG eligibility requirements under section 570.208(a)2, Homeless Services.
3. The project consists of providing integrated health care to homeless persons, including dental, optical, medical and mental health services primarily at the main Marillac Clinic located at 2333 North 6th Street. The Property is currently owned by the Sisters of Charity of Leavenworth Health Systems (St. Mary's Hospital) which continue to operate the facility. It is understood that the City's grant of \$10,000 in CDBG funds shall be used only for the services described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2013 Subrecipient Agreement and the completion of all appropriate environmental, Code, State and Local permit review and approval and compliance. The project shall be completed on or before December 31, 2014.
5. The total project budget for the project is estimated to be \$54,000. Marillac Clinic, Inc. will provide the balance for services through community contributions and other private sources.
6. This project will serve patients who identify themselves as homeless and without an income. Marillac Clinic, Inc. estimates that the CDBG funding will help provide services to approximately 55 integrated care appointments to this population.

_____ Marillac Clinic, Inc.

_____ City of Grand Junction

7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the date of completion of the project the use of the Property improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the City's \$10,000 CDBG contribution. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Marillac Clinic, Inc.

_____ City of Grand Junction

**ATTACHMENT 4: 2013 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
GIVING ADOLESCENTS NEW GOALS, INC. (GANG)**

**EXHIBIT "A"
SCOPE OF SERVICES**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, \$4,700.00 from its 2013 Program Year CDBG Entitlement Funds for after school activities conduct by GANG at properties owned and operated by the Grand Junction Housing Authority – the Linden Pointe Apartments and the Courtyard Apartments (properties). GANG works with children in low income housing/neighborhoods through after school programs that offer homework assistance/tutoring, art camps and sports camps.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income clientele benefit (570.201(c)). It shall meet this objective by providing the above-referenced services to low/moderate income persons in Grand Junction, Colorado. In addition, this project meets CDBG eligibility requirements under section 570.201(e), Public Services.
3. The total project budget for the art camps, sports camps and tutoring programs together is estimated to be \$7,000 . The project consists of the expenditure of CDBG funds to purchase supplies needed for the after school activities, including but not limited to, art supplies, healthy snacks, school supplies, learning aides, indoor games and outdoor play equipment. The Properties are currently owned and operated by the Grand Junction Housing Authority. It is understood that the City's grant of \$4,700 in CDBG funds shall be used only for the type of expenditures described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2013 Subrecipient Agreement and the completion of all appropriate environmental, Code, State and Local permit review and approval and compliance. The project shall be completed on or before December 31, 2014.
5. GANG served approximately 20 students in the past year and expect to double participation in the coming year.
6. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ GANG

_____ City of Grand Junction

7. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
8. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
9. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
10. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ GANG

_____ City of Grand Junction

**ATTACHMENT 5: 2013 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
MARILLAC CLINIC, INC.**

**EXHIBIT "A"
SCOPE OF SERVICES**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, \$23,190.00 from its 2013 Program Year CDBG Entitlement Funds for the purchase of two digital dental x-ray machines. Marillac Clinic, Inc. 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. The new equipment will improve dental services at the clinic.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income clientele benefit (570.201(c)). It shall meet this objective by providing the above-referenced services to low/moderate income persons in Grand Junction, Colorado. In addition, this project meets CDBG eligibility requirements under section 570.208(a)(2), Homeless Services.
3. The project consists of capital investment in the purchase of two new digital dental x-ray machines to be located in the dental clinic portion of the Marillac Clinic located at 2333 North 6th Street (Property). The Property is currently owned by the Sisters of Charity of Leavenworth Health Systems (St. Mary's Hospital) which continue to operate the facility. It is understood that the City's grant of \$23,190 in CDBG funds shall be used only for the purchase of equipment described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2013 Subrecipient Agreement and the completion of all appropriate environmental, Code, State and Local permit review and approval and compliance. The project shall be completed on or before June 30, 2014.
5. **The total project budget for the project is estimated to be \$23,190. The specific equipment to be purchased includes two new Dexis Platinum Sensor digital dental x-ray machines.**
6. The Marillac Clinic dental program serves low to moderate income uninsured and under-insured residents of the community. In order to be eligible to receive services, individuals must be community residents, have no form of health insurance or be under-insured and have a gross income at or below 250% of the Federal Poverty Level (FPL). Marillac Clinic expects approximately 3,900 patients to benefit from this capital improvement project.

_____ Marillac Clinic, Inc.

_____ City of Grand Junction

7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the date of completion of the project the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the City's \$23,190 CDBG contribution. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Marillac Clinic, Inc.

_____ City of Grand Junction

**ATTACHMENT 6: 2013 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
MESA YOUTH SERVICES, INC. dba MESA COUNTY PARTNERS**

**EXHIBIT "A"
SCOPE OF SERVICES**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, \$15,000.00 from its 2013 Program Year CDBG Entitlement Funds for purchase of 12-plus passenger capacity van. Mesa Youth Services, Inc. dba Mesa County Partners operates the One-to-One Mentoring Program located at its main program offices at 1169 Colorado Avenue. CDBG funds will assist with purchase of a 12-plus passenger van that will be used to transport youth and their adult mentors to a from educational and recreational activities.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income clientele benefit (570.201(c)). It shall meet this objective by providing the above-referenced services to low/moderate income persons in Grand Junction, Colorado. In addition, this project meets CDBG eligibility requirements under section 570.208(a)(1), Youth Services.
3. The entire project consists of purchase of a 12-plus passenger van for the use and benefit of the Partners One-to-One Mentoring Program. It is understood that the City's grant of \$15,000 in CDBG funds shall be used only for the purchase of the van. Costs associated with any other elements of the Partners programs shall be paid for by other funding sources obtained by Partners. Partners shall provide a copy of evidence of insurance for the vehicle with the first subrecipient drawdown request.
4. This project shall commence upon the full and proper execution of the 2013 Subrecipient Agreement and the completion of all appropriate environmental, Code, State and Local permit review and approval and compliance. The project shall be completed on or before June 1, 2014.
5. The budget for the entire project is as follows:

<u>Amount</u>	<u>Source of Funds</u>
\$15,000	City CDBG
\$12,000	Private Grant

6. Partners estimates that is will transport over 100 youth and their adult mentors participating in the One-to-One Mentoring Program over the coming year.

_____ Partners

_____ City of Grand Junction

7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the date of completion of the project the use or planned use of the property improved may not change unless 1) the City determines the new use meets one of the National Objectives of the CDBG Program, and 2) Partners provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If Partners decides, after consultation with affected citizens that it is appropriate to change the use of the property to a use which the City determines does not qualify in meeting a CDBG National Objective, Partners must reimburse the City a prorated share of the City's \$15,000 CDBG contribution. At the end of the five-year period following the project closeout date and thereafter, no City restrictions on use of the property shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Partners

_____ City of Grand Junction



Date: 10/10/13
 Author: Harry M. Weiss
 Title/ Phone Ext: DDA ED/4134
 Proposed Schedule: 10/16/13
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 3

CITY COUNCIL AGENDA ITEM

Subject: Free Holiday Parking Downtown
Action Requested/Recommendation: Vacate Parking Enforcement at Designated, Downtown, Metered Spaces and Signed Parking from Thanksgiving to New Year’s Day, Except Loading, No Parking, Handicapped, and Unbagged Meter Spaces Surrounding Government Offices and in Shared Revenue Lots. Free Metered Spaces will be Clearly Designated by Covering the Meters with the Well-known “Seasons Greetings-Free Parking” Red Plastic Bag
Presenter(s) Name & Title: Harry Weiss, Downtown Development Authority Director Jodi Romero, Financial Operations Director

Executive Summary:

The Downtown Partnership has requested free parking in the downtown area again this year during the holiday shopping season. City Staff recommends free holiday parking in downtown, including the first floor of the Rood Avenue parking structure, with the exception of government offices areas and shared-revenue lots.

Background, Analysis and Options:

Free Holiday Parking is a very popular program customer service program that supports the vitality of downtown businesses during the critical holiday shopping season. Over the years the Free Holiday Parking regime has sought a balance between retail customer service and the need to maintain ready parking and access for visitors to major public facilities including government offices (approximately 120 out of 1,100 metered spaces) with continued enforcement of the short-term meters surrounding the Post Office (4th & White), the Federal Building (4th & Rood), the City Hall/County Administration block (5th & Rood to 6th & White), and the State Building (6th & Colorado). Additionally the shared-revenue lots at the State Building and the United Methodist Church (5th & Grand) as always are excluded from Free Holiday Parking and will continue to be enforced.

While the free parking program is intended to serve visitors and shoppers patronizing downtown during the holidays, many long-term parkers take advantage of the expanded convenience of free parking and occupy those spaces instead of their regular locations. This practice diminishes the effectiveness of the program by reducing the turnover rate

of spaces. However, downtown merchants feel the benefits of providing free parking outweigh that concern. The BID has contemplated changing the free parking program to better serve the targeted audience but does not wish to make any changes this year. The BID will mount an education and communication program with downtown workers to explain the intention and purpose of the program and to ask that they not utilize the free parking program for their long-term parking needs.

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

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

Free Holiday Parking supports the efforts of the Downtown Partnership in marketing the downtown as a retail and entertainment destination during the Holiday shopping season.

Board or Committee Recommendation:

The Free Holiday Parking program was reviewed and endorsed by the BID Board at its October 10, 2013, meeting.

Financial Impact/Budget:

Because Free Holiday Parking has been approved for several years now, budgeted annual parking revenues are already adjusted in expectation of continued approval of the program, and therefore, there is no impact to the budget. However, the amount of revenue foregone is estimated to be approximately \$20,000.

Legal issues:

None.

Other issues:

None.

Previously presented or discussed:

The program has been in existence in the proposed form for many years.

Attachments:

None.



Date: 10/4/13
 Author: Harry M. Weiss
 Title/ Phone Ext: DDA ED/4134
 Proposed Schedule: 10/16/13
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 4

CITY COUNCIL AGENDA ITEM

Subject: Prohibition of Parking Along Main Street During Parade of Lights
Action Requested/Recommendation: Prohibit Parking Along Main Street from 3 rd to 7 th Streets During the Annual Parade of Lights December 7, 2013 and Authorize the Towing of Vehicles in Violation of the Prohibition
Presenter(s) Name & Title: Harry Weiss, DDA/DGJBID Executive Director

Executive Summary: The Downtown Partnership is requesting the prohibition of parking along Main Street during the Annual Parade of Lights, and the authorization of towing vehicles violating the prohibition. City Staff concurs with the recommendation to prohibit parking on Main Street during the Parade of Lights.

Background, Analysis and Options:

In years past there has been no restriction of on-street parking on Main Street during the Annual Parade of Lights. As attendance at the Parade has grown a number of problems have arisen.

- A small number of Parade attendees park vehicles along Main Street starting Friday afternoon before the Saturday evening Parade to secure an exclusive viewing spot. By Friday evening, most if not all of the 60+ legal parking spaces from 3rd to 7th Streets are taken, with additional vehicles occupying the loading zones and 10-minute parking zones.
- Customer parking for Main Street businesses is obstructed by the vehicles monopolizing parking for the 36 hours leading up to the Parade, thus impeding customer convenience and commerce on one of the busiest weekends for downtown.
- Vehicles lining the Parade route, especially large trucks, obstruct the view of the Parade for the pedestrians who make up the vast majority of folks attending the Parade.
- Pedestrians now crowd along the edge of the travel lane to watch the Parade, creating a serious public safety concern as the Parade floats and vehicles thread their way through the crowded street. A number of Parade entrants have told us that they may no longer participate as they fear someone will get hurt.

- The Parade experience is further undermined by those folks who turn their vehicles on to keep warm while watching the Parade, thus spewing exhaust into the crowd and adding vehicle noise.
- Immediately after the end of the Parade, parked vehicles start to pull out to leave, further endangering pedestrians lining the Parade route.

To address these issues, the Downtown Partnership requests that the City prohibit parking along Main Street after 3:00 PM Saturday until the end of the Parade, and authorize the towing of vehicles in violation of the prohibition. The Downtown Partnership will coordinate with the City in publicizing the change, and we will post signs along Main Street Friday morning providing notice of the new parking restriction and the towing provision. This arrangement is the similar to what we do for Farmers Market nights in the summer. We suggest that vehicles towed be taken to the gravel lot on the east side of 7th Street between Ute & Pitkin (opposite the GJFD) where owners can more readily retrieve their vehicles.

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

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

The Annual Parade of Lights is one of the largest community events that bring thousands of citizens together to celebrate the holiday season in the heart of the community.

Board or Committee Recommendation:

The DDA/BID Board endorsed the parking restrictions for Parade of Lights at their September 26, 2013 meeting.

Financial Impact/Budget:

Vehicles violating the parking prohibition for Parade of Lights can be cited for violation with or without a fine. Individuals whose vehicles are towed are responsible for towing costs unless the City/DDA make alternate provisions with a towing service.

Legal issues:

The City may, in accordance with GJMC §§ 10.04.200 and 10.04.210 impose temporary restrictions on parking, including the temporary suspension of the meters and limitations on parking before and during the parade.

Other issues:

There are no other issues.

Previously presented or discussed:

This topic was presented to City Council at the October 14, 2013, Readiness Session.

Attachments:

There are no attachments.



Date: October 8, 2013
 Author: Chuck Keller,
 Title/ Phone Ext: President,
Horizon Drive BID
 Proposed Schedule: October 16,
2013
 2nd Reading (if applicable):
 File # (if applicable): _____

Attach 5
CITY COUNCIL AGENDA ITEM

<p>Subject: Horizon Drive Association Business Improvement District (HDABID) Amended 2013 Budget and 2014 Operating Plan and Budget</p>
<p>Action Requested/Recommendation: Approve the Horizon Drive Association Business Improvement District’s Amended 2013 Budget and 2014 Operating Plan and Budget</p>
<p>Presenter(s) Name & Title: Chuck Keller, HDABID President</p>

Executive Summary:

Every business improvement district is required to file an operating plan and budget with the City Clerk by September 30th each year. The City Council then approves or disapproves the plan and budget by December 5th. The plan was reviewed by the Horizon Drive Association Business Improvement District Board and submitted within the required timeline. The HDABID is also requesting an amendment to the 2013 budget for design services. After further review by City Staff, the plan and amendment were found to be reasonable.

Background, Analysis and Options:

In 2004, the City Council created the Horizon Drive Association Business Improvement District, approved the 2005 Operating Plan and Budget and appointed the board. State Statutes (31-25-1212 C.R.S.) require business improvement districts to annually submit an operating plan and budget. The municipality shall approve or disapprove the operating plan and budget by December 5th so the BID can file its mill levy certification with the County Assessor by December 10th.

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

The Horizon Drive Association Business Improvement District meets the following goals and policies of the Comprehensive Plan:

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

Policy 3B: Create opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

Goal 6: Land use decisions will encourage preservation of existing buildings and their appropriate reuse.

Policy 6A: In making land use and development decisions, the City and County will balance the needs of the community.

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

Policy 8A: Design streets and walkways as attractive public spaces

Policy 8C: Enhance and accentuate the City’s “gateways” including interstate interchanges, and other major arterial streets leading into the City.

Policy 8F: Encourage the revitalization of existing commercial and industrial areas.

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

Board or Committee Recommendation:

The Horizon Drive BID Board approved its 2014 Budget and Operating Plan on August 21st, 2013.

Financial Impact/Budget:

The City is partnering with the Horizon Drive BID on the application for a Responsible Acceleration of Maintenance and Partnerships (RAMP) grant through the Colorado Department of Transportation (CDOT) for the I-70 Horizon Drive interchange project. The total project costs are estimated at \$5 million, the grant request is for \$4 million and the City and the Horizon Drive BID are sharing the cost of the 20% match evenly at \$500,000 each.

If the grant is awarded the City will consider the project in the 2014 and 2015 capital plan, and at this time the budget is estimated as follows:

<u>I-70 and Horizon Drive Interchange</u>			
	2014	2015	Total
Project Costs	\$ 400,000	\$ 4,600,000	\$ 5,000,000
Funding:			
RAMP Grant	\$ -	\$ 4,000,000	\$ 4,000,000
City Grant Match	-	500,000	500,000
Horizon BID Grant Match	400,000	100,000	500,000
Total Funding	\$ 400,000	\$ 4,600,000	\$ 5,000,000

Legal issues:

City Council is required by 31-25-1211 CRS to approve or disapprove the BID Budget and Operating Plan. The BID must submit its assessment rate to the County Treasurer by December 10.

Other issues:

There are no other issues.

Previously presented or discussed:

This is an annual submittal and the corridor project and the RAMP grant application has been discussed this year at Readiness and Council meetings on April 15th, April 17th, and most recently the letter of commitment adjustment to CDOT's RAMP Grant Program was authorized by City Council on July 17th.

Attachments:

1. Service and Operating Plan 2014
2. Proposed Amended 2013 Budget and 2014 Budget for the Horizon Drive Association Business Improvement District



HORIZON DRIVE **District**

Gateway to Grand Junction

Service & Operating Plan 2014

INTRODUCTION

The Horizon Drive District (the “District”) is comprised of commercial properties within the general geographic areas of Horizon Drive between G Road and H Road. The District was formed in 2004 under Colorado Revised Statute 31-25-1201, which allows Business Improvement Districts to be formed within municipalities of Colorado, and to levy and collect ad valorem taxes on commercial property within the boundaries of the District. The City of Grand Junction oversees the District and appoints the Board of Directors.

As a gateway to Grand Junction, the District is often the first and lasting impression people have of the City of Grand Junction. As such, City government also takes an active role and fiscal partnership in the maintenance and improvements to the District.

The Horizon Drive District is home to more than 200 businesses, including 70% of the City’s lodging, and has an overall economic impact of \$300 million annually. The District sees 7 million cars annually and connects the community and travelers to the Regional Airport, Downtown, Colorado Mesa University and points between.

The mission of the Horizon Drive District is to build community, enhance the beauty and advocate the economic vitality of the Horizon Drive District.

During the year 2013, the District’s efforts focused on advancing the Corridor Improvement Project: Street Improvement Plan. This effort is guided by the strategic plan adopted in fall of 2011 for 2012 and beyond.

In accordance with the Board’s stated objectives, the District adopts the following general Service & Operating Plan for 2014:

2014 GOALS

1. Advance the Corridor Improvement Project: Street Improvement Plan. Safety is a key concern of the District. The street improvement plan is intended to increase the safety for all users, plan for future traffic flows and beautify the area.

VISIT THE DISTRICT
WWW.HORIZONDRIVEDISTRICT.COM

970.985.1833

P.O. Box 4191 Grand Junction, CO 81502

2. Continue efforts to implement the primary tenants of the District's strategic plan.
 - a. Develop a distinctive business park identity reflecting innovation, beauty, and quality through site and building design, landscaping, and the placement of public art.
 - b. Improve pedestrian connections between District businesses, as well as enhancing overall safety, traffic flow, and efficiency of travel.
 - c. Develop and publish the *Horizon Drive Streetscape* plan, a vision and design standards document as a means of achieving these goals.
 - d. Encourage and facilitate the economic development of the District by promoting it as an ideal new business and expansion business location.
 - e. Improve communications with District constituents and encourage voluntary inclusion in the District by demonstrating value.

SERVICES AND IMPROVEMENTS OFFERED BY THE DISTRICT

- Plan for future growth and enhance the District with long range planning of improvements
- Represent the District in decisions that may impact the area.
- The District is allowed to make and contemplate a broad range of public improvements including, but not limited to: streets, sidewalks, curbs, gutters, pedestrian malls, streetlights, drainage facilities, landscaping, decorative structures, statuary, fountains, identification signs, traffic safety devices, bicycle paths, off street parking facilities, benches, restrooms, information booths, public meeting facilities, and all incidentals, including relocation of utility lines.

GOVERNANCE OF THE DISTRICT

- The Board of Directors is appointed by the Grand Junction City Council.
- The Board of Directors appoints management staff in accordance with District Bylaws.

POWERS OF THE DISTRICT

- The power to levy taxes against taxable commercial property.
- To consider and, if deemed necessary, provide services within the District including but not limited to:
 - Management and planning
 - Maintenance of improvements, by contract if necessary
 - Promotion or marketing
 - Organization, promotion and marketing of public events
 - Activities in support of business recruitment, management and development
 - Snow removal or refuse collection / recycling
 - Design assistance
- To acquire, construct, finance, install and operate public improvements and to acquire and dispose of real and personal property.

- To refund bonds of the district.
- To have management, control and supervision of business affairs of the district.
- To construct and install improvements across or along any public street, alley or highway and to construct work across any stream or watercourse.
- To fix, and from time to time increase or decrease, rates, tolls, or charges for any services or improvements. Until paid, such charges become a lien on commercial property in the District, and such liens can be foreclosed like any other lien on real or personal commercial property.
- The power to sue and to be sued, to enter into contracts and incur indebtedness, to issue bonds subject to statutory authority.

2014 BUDGET

Please see attached 2014 Budget.



HORIZON DRIVE
District

Gateway to Grand Junction

Certified Budget- 2014

Horizon Drive Association Business Improvement District

DOLA-LGID #: 65371

Mesa County Tax Entity: "Horizon Dr Business Imp Dst"

2014 Budget Message

The 2014 Budget for the Horizon Drive District includes financial information such as fund balance, anticipated mil levy revenue and the anticipated expenditures. The District has increased the anticipated 2014 operating budget, to maximize the capital available for physical improvements consistent with the District Corridor Improvement Plan.

The Horizon Drive District operates on a cash accounting basis with a fiscal year beginning January 1 and ending December 31.

The service goals of the District in the year 2014 include:

- Advance the Corridor Improvement Plan
- Create and implement effective community outreach
- Cultivate stakeholder relationships

**Fund Balance, Anticipated Revenue, Proposed Expenditures
Three Years' Comparison**

Please see 2014 Budget attached hereto.

Certification

I, Jay Moss, Treasurer of the Horizon Drive District (Horizon Drive Association Business Improvement District), certify that the attached is a true and correct copy of the adopted 2014 Budget of the Horizon Drive Association Business Improvement District

Dated this 22 day of August, 2013.


Jay Moss, Treasurer

VISIT THE DISTRICT
WWW.HORIZONDRIVEDISTRICT.COM

970.985.1833

P.O. Box 4191 Grand Junction, CO 81502

Horizon Drive District
Horizon Drive Business Improvement District
Amedended 2013 Budget & Proposed 2014 Budget

General Fund Description	Actuals	Budgeted	Amended	Proposed
	(From P&L) 2012	Expenditures 2013	Year End 2013	Budget 2014
FUND BALANCE - Beg. Year	534,655	526,212	607,750	625,942
ESTIMATED REVENUE				
BID's Mil Levy	221,251	205,194	204,243	209,557
Interest	60	60	56	50
TOTAL REVENUES	221,311	205,254	204,299	209,607
BUDGETED EXPENDITURES				
GENERAL Expenses:				
Administration				
Financial	1,260	1,500	1,500	1,500
Audit	2,600	2,600	2,600	2,600
Insurance	2,404	2,500	2,500	2,800
Legal	3,905	3,000	3,000	5,000
Payroll Expenses	45,523	40,000	45,000	50,000
Benefits				
Group Insurance	0	0	7,000	11,094
FICA (Social Security)	0	0	2,762	3,280
Workman's Comp	0	0	358	358
Federal Unemployment	0	0	42	80
State Unemployment	0	0	229	450
Medicare	0	0	316	768
Operations				
Rent & other	9,810	12,800	12,800	10,000
Marketing & Comm.	20,026	20,000	10,000	7,500
TOTAL GENERAL Expense:	85,528	82,400	88,107	95,430
DISTRICT Services:				
Horizon Drive Corridor				
Planning & Design	62,178	65,000	93,000	85,000
Maintenance/repair	0	5,000	5,000	5,000
TOTAL DISTRICT Services	62,178	70,000	98,000	90,000
CAPITAL Outlay:				
Debt Service:				
Principal	0	0	0	0
Interest	0	0	0	0
Bond issuance costs	0	0	0	0
RAMP Matching Funds	0	0	0	400,000
TOTAL CAPITAL Expense:	0	0	0	400,000
TOTAL EXPENSES	148,216	152,400	186,107	585,430
Net Income	73,095	52,854	18,192	-375,823
FUND BALANCE - End Year	607,750	579,066	625,942	250,119



Attach 6

CITY COUNCIL AGENDA ITEM

Date: October 8th, 2013
 Author: Harry Weiss
 Title/ Phone Ext: DDA/BID
Executive Director X4134
 Proposed Schedule: _____
October 16th, 2013
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Subject: Downtown Grand Junction Business Improvement District (DGJBID) 2014 Operating Plan and Budget
Action Requested/Recommendation: Approve the Downtown Grand Junction Business Improvement District 2014 Operating Plan and Budget
Presenter(s) Name & Title: Harry Weiss, DDA/DGJBID Executive Director

Executive Summary:

Every business improvement district is required to file an operating plan and budget with the City Clerk by September 30th each year. The City Council then approves or disapproves the plan and budget by December 5th. The plan was reviewed by the DGJBID Board and submitted within the required timeline. After further review by City Staff, the plan was found to be reasonable.

Background, Analysis and Options:

In 2005, the City Council created the Downtown Grand Junction Business Improvement District (BID), approved their 2006 Operating Plan and Budget, conducted a mail ballot election to create a Special Assessment, and then turned over the board to the DDA. State Statutes (31-25-1212 C.R.S.) require business improvement districts to submit an operating plan and budget. The municipality shall approve or disapprove the operating plan and budget by December 5th so the BID can file its Special Assessment with the County Treasurer by December 10th.

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

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

The BID supports existing and new businesses in the commercial core through coordinated marketing of the district and its members, and the production of special events that bring locals and visitors to the district throughout the year.

Board or Committee Recommendation:

The BID Board reviewed and approved the 2014 Proposed Budget at their meeting on September 26, 2013.

Financial Impact/Budget:

The City of Grand Junction makes an annual Payment In Lieu of Tax (PILT) to the BID. In 2013 the City transferred \$13,466 to the BID; that amount remains unchanged in the 2014 proposed budget.

Legal issues:

City Council is required by 31-25-1211 CRS to approve or disapprove the BID Budget and Operating Plan. The BID must submit its assessment rate to the County Treasurer by December 10.

Other issues:

2013 marks the consolidation of the Downtown Association (DTA) with the BID, and the corporate dissolution of the DTA. Under the structure of the old Downtown Partnership, the two organizations have collaborated on the general mission of advancing downtown business, operating in tandem but with independent management of their respective finances.

The BID Board of Directors had responsibility for the public funds derived from a special assessment against ground floor commercial space in the downtown core. These revenues were administered through the 711 Fund housed in the City's financial system, and were used for general operating expenses, labor, and marketing expenses. The DTA took in revenues from special events and sponsorships that were administered through the DTA's organizational account, and generally were expended for special event production. The dissolution of the DTA will result in the full absorption of all finances into the BID 711 Fund under the sole and direct management of the BID Board of Directors.

Attachments:

2013 Annual Report and 2014 Proposed Budget

Downtown Business Improvement District

2013 Annual Report and 2014 Proposed Budget

History of the Business Improvement District

The Downtown Grand Junction Business Improvement District (DGJBID) was approved in November 2005 and implemented in FY2006. The BID covers an area of approximately 40 blocks of the commercial core of the downtown area, and comprises over 600 property owners and businesses representing a mix of retail, restaurants, professional services and commercial activities. The BID is funded by district property owners who pay an annual special assessment based on square footage of ground floor space within the BID boundary. Historically this assessment has generated about \$140,000 per year, which is supplemented by Payments in Lieu of Taxes from the City of Grand Junction and the Downtown Development Authority (DDA).

C.R.S. 31-25-1201 *et. Seq.* authorizes the following services that may be provided within a BID:

- Consulting with respect to planning or managing development activities
- Maintenance of improvements, by contract, if it is determined to be the most cost-efficient
- Promotion or marketing of district activity
- Organization, promotion, marketing, and management of public events
- Activities in support of business recruitment, management, and development
- Security for businesses and public areas located within the district
- Snow removal or refuse collection, by contract, if it is determined to be the most cost-efficient
- Providing design assistance

Establishment of the DGJBID was accomplished by adoption of Ordinance 3815 organizing the BID and approving its initial operating plan and budget, and the subsequent vote of a majority of the property owners in the proposed BID approving the special assessment. Marketing and promotion/special events were identified as the initial services to be offered by the DGJBID, but provision was made for the implementation of any of the statutorily permitted services. Where a BID is located largely within an existing DDA district, state law gives the City Council the option to designate the DDA Board of Directors as the BID Board of Directors; Grand Junction City Council selected this option in creating the DGJBID.

In 2003 prior to the creation of the DGJBID, the DDA and the Grand Junction Downtown Association (DTA) entered into a Memorandum Agreement establishing the "Downtown Partnership" reflecting the common interests of the two organizations in promoting the revitalization of the downtown and setting forth a framework for collaboration. The DTA, an all-volunteer, not-for-profit 501(c)6 business association, was the precursor organization to the DGJBID and the primary advocate for the creation of the BID to provide a more sustainable organizational structure and funding stream to support the continued promotion of downtown. Since 2006 the three organizations – DDA, DGJBID, and DTA – have operated collaboratively under the umbrella of the Downtown Partnership, and the DTA has contributed ongoing financial

support for downtown marketing and promotion derived from program revenues and the solicitation of local sponsorship.

Organizational Restructuring

In February 2013 the members of the Downtown Partnership held a joint retreat to discuss the structure of the Partnership and the overlapping missions of the three organizations. Concern had been expressed for some time that the DGJBID and the DTA were largely duplicative in mission and purpose, and that there was general confusion about the role of each entity. With the DGJBID coming up for consideration for renewal in 2016, a consensus emerged that moving forward it would be clearer and more efficient to consolidate the functions of the DGJBID and the DTA under the single identity of the DGJBID.

With that goal in mind the DTA unanimously voted to dissolve the organization pursuant to a Plan of Dissolution providing for the final transfer of all assets to the DGJBID and DDA. Those housekeeping details are in their final stages and formal Articles of Dissolution will be filed with the Colorado Secretary of State in Fall 2013.

The DGJBID will be drafting By-Laws amendments as needed to reflect the organizational changes resulting from consolidation, and particularly to implement a formal committee structure for engagement of BID members/beneficiaries in the ongoing operations of the DGJBID. By-Laws amendments require the approval of the City Council and are expected to be presented for Council consideration in early 2014.

Operational Changes

Operationally, the DTA had functioned largely as the program steering committee of the DGJBID, with the DGJBID Board providing financial oversight of the organization. The former DTA Board of Directors is providing transitional leadership as the DGJBID moves forward to implement a new committee structure. Simultaneously, the DGJBID Board of Directors is becoming more engaged in the programmatic direction of the BID, as reflected in the recent appointment of new DDA/BID Directors drawn from the retail business sector.

Consolidation of the DTA with the DGJBID first required the absorption of the financial operations of the DTA into the DGJBID's accounting system integrated with the City financial operations. Diane Keliher, the administrative and accounting staff with the DDA & DGJBID, has worked closely with the staff of the City's Financial Operations office to complete that process prior to the dissolution of the DTA.

Staffing for the DGJBID changed in early 2013 with the hiring of Aaron Hoffman as Marketing & Communications Director, replacing Kathy Dirks who retired in late 2012. Aaron has brought a new set of skills in social media to the BID's marketing and communication efforts, and he has been instrumental in expanding our internet presence and our electronic communications with BID constituents.

DGJBID Services

General district marketing and promotion of downtown remain the core functions of the DGJBID, along with the production of a limited number of special events. BID constituents polled in Summer 2013 identified a number of concerns among business and property owners that have prompted consideration of adjusting existing programs and expanding BID services. Primary concerns include:

Effectiveness of Special Events

Downtown special events support general marketing by increasing exposure of downtown businesses to large numbers of people. Events play an essential role in reinforcing downtown as the cultural and social center of the community, but many events are not direct drivers of sales and often impose significant burdens of street closure and reduction of parking availability. With the completion of the Uplift renovations of Main Street, many organizations are increasingly interested in producing community events in the downtown resulting in an increasingly disproportionate burden on the downtown commercial sector. The impact of non-BID community events is outside of the purview of the BID and falls to the City with the DDA's input to manage.

The BID continues to assess how BID-sponsored events (Farmers Market, Art & Jazz) can best be managed to achieve the greatest impact of marketing and sales while mitigating negative burdens. Additionally, the BID continually looks for opportunities to enhance and amplify other events taking place downtown – such as event stacking on Farmers Markets or possible collaboration with other organizations planning events. In 2013 the BID was a financial sponsor of the Grand Junction Off-Road Mountain Bike event over Labor Day weekend. That event holds great potential for strengthening what has traditionally been a soft holiday weekend in the region and capturing significant visitation and spending in the downtown. The BID Marketing & Communications director Aaron Hoffman worked closely with the Epic Rides staff to communicate with downtown businesses and identify opportunities to participate in the event and its marketing. Overall the first year's effort had a positive impact on downtown, illustrating the synergy of recreational tourism with high quality urban experiences.

Maintenance and Cleanliness

There is a growing concern that the attractive image and experience of downtown is undermined by the lack of routine sidewalk cleaning. The Downtown Shopping Park is a unit of the City Parks & Recreation Department which maintains the public space and features of Main Street. While sidewalk snow and ice removal has been a regular service of P&R, sidewalk cleaning has never been part of the routine maintenance program. The BID currently contributes a limited amount of maintenance support through its seasonal part-time employee who handles recycling processing and assists with daily testing of water quality at the Splashpad. The BID will be exploring how sidewalk cleaning could be implemented, including the potential to utilize properly supervised, court-ordered community service labor.

Small Business Recruitment

More than 85% of survey respondents identified business recruitment as a high priority for the future health of downtown. Recruitment would need to address both the diversification of the retail shopping mix of downtown and the expansion of the downtown employment base that fuels sustained retail activity throughout the year.

Currently there is no recruitment program at either the BID or the DDA, though the DDA actively works with prospective businesses wishing to locate in the downtown to help them find suitable space, provide assistance with regulatory matters, and through the Façade Improvement Grant Program.

In light of the concerns described above, DJGBID Board has directed staff to research options for the expansion of services to include sidewalk maintenance and business recruitment, and to identify potential sources of funding for each. The Board will evaluate these options in the coming months to determine the feasibility of expanding new services in 2014 and any budget amendments necessary to implement them.

Fund Balance Summary

At the start of 2012 the BID 711 Fund had a balance of \$124,861. The BID board in consultation with the City's Finance Department adopted a budget strategy to draw down the fund balance. The draw-down was predicated in part on putting the accumulated dollars to work, and in recognition that the BID would be up for renewal or sunset in 2016 and should be working towards a zero fund balance in that timeframe. The projected draw-down for 2012 was \$25,398 but the actual was only \$15,013, producing a 2013 starting fund balance of \$109,848. Though the BID entered FY2013 with greater reserves than expected, the BID subsequently lost \$40,000 of longstanding event sponsorships, half of which was recovered from new sponsor relations. The projected shortfall 2013 is \$34,000, which will leave the BID with approximately \$75,000 of reserves at the start of FY2014.

2014 Budget

The 2014 Budget projects level spending for general marketing and special event promotions. Staff will continue to make adjustments to these programs within these set funding limits. There are two one-time expense items included in this year's budget that are intended to draw against the Fund Balance. The first is a redesign of the Downtown Grand Junction website shared with the DDA. The redesign will address two primary deficiencies – website format/navigation and ease/expense of website maintenance. The DDA/BID presently outsources much of its website support that unnecessarily complicates website management and incurs significantly greater expense than what we would if the services were in-house. The website redesign will reduce our monthly expenses while providing much greater ease and speed of site maintenance, and allows us to make better use of staff skills in electronic communication. The cost of the new website is \$6500 and includes the development of a smartphone application for a new downtown business directory.

The second new item with a one-time upfront cost is the implementation of a swipe card system to replace the paper-based gift certificate program that promotes downtown shopping. Currently paper gift certificates issued by our office are redeemable at downtown stores, and are processed as checks through Wells Fargo bank. When redeemed, the unused balance of the certificate is given in cash. Once converted to cash, the funds can be spent anywhere and are not exclusive to downtown businesses. The new swipe card system works as a pre-paid debit card at businesses which have signed on to the program and have been enabled to accept the card through the business's existing credit/debit service. The card balance can only be spent at participating stores and is not redeemable for cash. The vendor we intend to use is

Store Financial which provides the same service to the Fort Collins and Boulder Business Improvement Districts, both of whom praise the service for its ease of use, simplified administration and excellent customer support. There is an initial \$3500 program setup expense and a \$200/month service contract.

DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT				
BUDGET SUMMARY	2013 BUDGET		2014 BUDGET	
	DGJBID	DTA		
REVENUES				
Special Assessments	141,750		141,750	
DDA PILT	27,500		27,500	
CITY PILT	13,466		13,466	
Interest	700		683	
BID Transfer to DTA		40,000		
Corporate Contributions		5,000	5,000	
Friends of Downtown		500		
Gift Certificate Sales		30,000		
Special Events				
Income		87,500	90,000	
Sponsorships		41,500	40,000	
TOTAL	183,416	204,500	318,399	
EXPENSES				
Labor & Benefits	85,000		89,281	
Marketing	70,000		70,000	
Operating	3,500		3,500	
Treasurer's Fee	2,835		2,835	
BID Transfer to DTA	40,000			
Bank Service Charges		4,200	575	
Banners		10,000	10,000	
Downtown Meetings		1,500	1,500	
Events				
Event Masters		47,250	47,250	
Production Expense		117,000	120,000	
Gift Certificates		30,000		
Gift Card Program Setup			3,500	
Gift Card Program Maintenance			2,400	
Miscellaneous		2,500	1,000	
Professional Fees		1,500		
Website Design			6,500	
TOTAL	201,335	213,950	358,341	
NET INCOME	(17,919)	(9,450)	(39,942)	
FUND BALANCE SUMMARY	1/1/2012	1/1/2013	1/1/2014	1/1/2015
	124,861	109,848	82,479	42,537



Attach 7

CITY COUNCIL AGENDA ITEM

Date: September 10, 2013

Author: Brian Rusche

Title/ Phone Ext: Sr. Planner/4058

Proposed Schedule:

September 4: 1st reading of annexation

October 2: 1st reading of zoning

2nd Reading:

Wednesday, October 16, 2013

File #: ANX-2013-338

Subject: Annexation and Zoning of the Bibeau Enclave, Located along D ½ Road Between Approximately 29 ¼ and 29 ½ Roads

Action Requested/Recommendation: Hold a Public Hearing to Consider Final Passage and Final Publication in Pamphlet Form of the Proposed Annexation and Zoning Ordinances

Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary: A request to annex 16.10 acres of enclaved property, located along D ½ Road between approximately 29 ¼ and 29 ½ Roads, and to zone the annexation, which consists of seven parcels, to an R-8 (Residential 8 du/ac) zone district.

Background, Analysis and Options:

The 16.10 acre Bibeau Enclave Annexation encompasses seven parcels and 0.26 acres (11,280 square feet) of public right-of-way, located along D ½ Road between approximately 29 ¼ and 29 ½ Roads. The annexation has been initiated by the City pursuant to the 1998 Persigo Agreement with Mesa County (“Agreement”). With the annexation of the property included in the Ajarian Annexation on May 5, 2009, the area is enclaved. The terms of the Agreement state that an “enclaved” area shall be annexed into the City. (“Enclaved” means that an unincorporated area is completely surrounded by the City.)

Land annexed to the City shall be zoned, in accordance with Grand Junction Municipal Code (GJMC) Section 21.02.140, to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth. The Comprehensive Plan Future Land Use designation of the property is Residential Medium (4-8 du/ac). The requested zoning of R-8 (Residential 8 du/ac) will implement this land use designation.

The review criteria in Section 21.02.140 of the Grand Junction Municipal Code have all been met.

See attached Staff Report/Background Information for additional detail.

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 this enclave will allow for efficient provision of municipal services. Zoning this enclave will create consistent land use jurisdiction. The proposed R-8 (Residential 8 du/ac) zone district implements the Comprehensive Plan Future Land Use Map, which has designated the property as Residential Medium (4-8 du/ac). The proposed zone will provide consistency with the adjacent properties on both sides of D ½ Road.

Board or Committee Recommendation: On September 10, 2013 the Planning Commission forwarded a recommendation of approval of the R-8 (Residential 8 du/ac) zone district.

Financial Impact/Budget: The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use taxes will be collected within the enclaved area upon annexation.

Legal issues: It is noted that upon annexation the existing lawful land use(s) may continue, though there do not appear to be any that would be rendered nonconforming by the zoning proposed.

Other issues: None.

Previously presented or discussed: A Resolution of Intent to Annex was adopted on September 4, 2013. First reading of the Zoning Ordinance was on October 2, 2013.

Attachments:

1. Staff report/Background information
2. Annexation Summary
3. Frequently Asked Questions (FAQ)
4. Annexation Map
5. Aerial Photo
6. Comprehensive Plan - Future Land Use Map
7. Existing City and County Zoning Map
8. Annexation Ordinance
9. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:		Along D ½ Road between approximately 29 ¼ Road and 29 ½ Road		
Address Ranges:		2929, 2937, 2941, 2943, 2944, 2952, and 2952 ½ D ½ Road		
Applicant:		City of Grand Junction		
Existing Land Use:		Single Family Residential / Vacant		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Union Pacific Railroad / Vacant		
	South	Vacant – Future Solar Power Generation Facility (CUP-2013-202)		
	East	Single Family Residential / Vacant		
	West	Agricultural / Vacant		
Existing Zoning:		County RSF-R (Residential Single-Family Rural) County RSF-E (Residential Single-Family Estate) County I-2 (General Industrial)		
Proposed Zoning:		R-8 (Residential 8 du/ac)		
Surrounding Zoning:	North	R-8 (Residential 8 du/ac)		
	South	R-8 (Residential 8 du/ac) CSR (Community Services and Recreation)		
	East	R-8 (Residential 8 du/ac)		
	West	R-8 (Residential 8 du/ac)		
Future Land Use Designation:		Residential Medium (4-8 du/ac)		
Zoning within density range?		X	Yes	No

Staff Analysis:

ANNEXATION:

The annexation area consists of 16.10 acres, encompassing seven parcels and 0.26 acres (11,280 square feet) of public right-of-way.

Under the 1998 Persigo Agreement with Mesa County, the City is required to annex all enclaved areas within five years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three years. The property has been enclaved since May 5, 2009 by the Ajarian Annexation.

The following annexation and zoning schedule is being proposed:

ANNEXATION SCHEDULE

September 4, 2013	Notice of Intent to Annex (30 Day Notice), Exercising Land Use
September 10, 2013	Planning Commission considers Zone of Annexation
October 2, 2013	Introduction Of A Proposed Ordinance on Zoning by City Council
October 16, 2013	Public Hearing on Annexation and Zoning by City Council
November 17, 2013	Effective date of Annexation and Zoning

BIBEAU ENCLAVE ANNEXATION SUMMARY

File Number:	ANX-2013-338
Location:	Along D ½ Road between approximately 29 ¼ Road and 29 ½ Road
Tax ID Numbers:	2943-173-00-103 2943-173-00-139 2943-173-00-222 2943-173-00-223 2943-172-00-065 2943-171-00-232 2943-171-00-233
# of Parcels:	7
Population (2010 Census):	6
# of Parcels (owner occupied):	3
# of Dwelling Units:	6
Acres land annexed:	16.10
Developable Acres Remaining:	+/- 15.84
Right-of-way in Annexation:	0.26 acres (11,2810 square feet)
Previous County Zoning:	County RSF-R (Residential Single-Family Rural) County RSF-E (Residential Single-Family Estate) County I-2 (General Industrial)
Proposed City Zoning:	R-8 (Residential 8 du/ac)
Current Land Use:	Single Family Residential / Vacant
Future Land Use:	Residential
Values:	Assessed: \$88,500
	Actual: \$824,900
Address Ranges:	2929, 2937, 2941, 2943, 2944, 2952, and 2952 ½ D ½ Road
Special Districts:	Water: Ute Water Conservancy District
	Sewer: Persigo 201 sewer service boundary
	Fire: Grand Junction Rural Fire District
	Irrigation: Grand Valley Irrigation Company
	Drainage: Grand Valley Drainage District
	School: Mesa County Valley School District #51
	Pest: Grand River Mosquito Control District

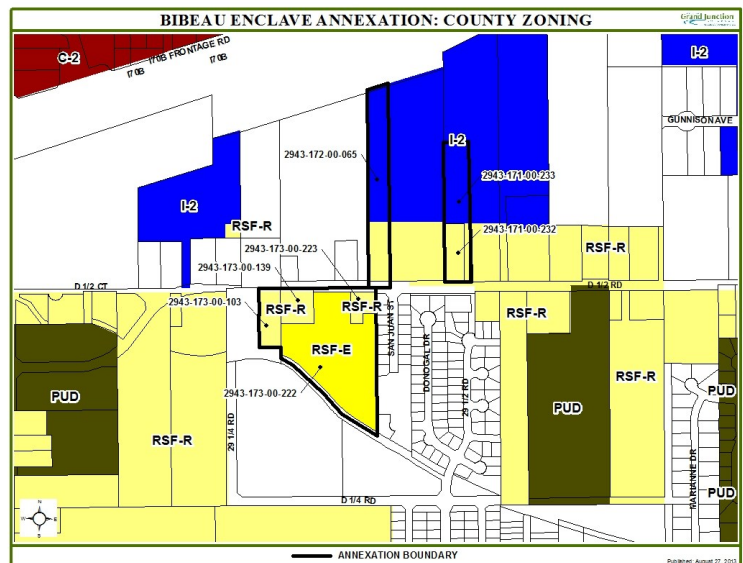
ZONE OF ANNEXATION:

Background:

The 16.10 acre Bibeau Enclave Annexation encompasses seven parcels and 0.26 acres (11,280 square feet) of public right-of-way, located along D ½ Road between approximately 29 ¼ and 29 ½ Roads. The Bibeau Enclave was created by the Ajarian Annexation on May 5, 2009. Under the 1998 Persigo Agreement with Mesa County, the City is required to annex all enclaved areas within five years.

The enclave is centered on D ½ Road, beginning east of the future alignment of 29 ¼ Road and ending east of 29 ½ Road, which does not intersect with D ½ Road but rather terminates within the Westland Estates subdivision.

The properties on the north side of D ½ Road have a split County I-2 (General Industrial) zone adjacent to the railroad with the balance zoned County RSF-R (Residential Single-Family Rural). The south side properties are all County RSF-R (Residential Single-Family Rural) with the exception of 2941 D ½, which is zoned County RSF-E (Residential Single Family Estate).



Land annexed to the City shall be zoned in accordance with Grand Junction Municipal Code (GJMC) Section 21.02.140 to a zone district that is consistent with the adopted Comprehensive Plan and the criteria set forth.

The Comprehensive Plan Future Land Use designation of the enclaved property is Residential Medium (4-8 du/ac). The requested zoning of R-8 (Residential 8 du/ac) will implement this land use designation.

Existing conditions:

The existing land uses are as follows (from west to east):

- Mobile home at 2929 D ½ Road
- Single Family residence at 2937 D ½ Road, built in 1946
- Vacant acreage at 2941 D ½ Road with no structures
- Single Family residence at 2943 D ½ Road, built in 1937
- Two Single Family residences at 2944 D ½ Road, built in 1987 and 1995
- Single Family residence at 2952 D ½ Road, built in 1940
- Vacant acreage at 2952 ½ D ½ Road, with no structures

It is noted that upon annexation the existing lawful land use(s) may continue, though there do not appear to be any that would be rendered nonconforming by the zoning proposed.

The enclaved area is generally bounded on the north by the Union Pacific Railroad and on the south by the Mesa County Ditch, a Grand Valley Irrigation Company canal. Across the canal is property that has been acquired by the City and Mesa County Valley School District #51, in anticipation of a future elementary school and park site. In the interim, the property has been approved for a utility scale solar farm (CUP-2013-202) that, if constructed, is anticipated to occupy the property for approximately 20 years.

Development pattern:



1954



1994



2008



2012

Based on aerial photographs, this part of the community has undergone a transition from farms situated along the main east/west roads (fed by the canal), to a few small acreages (and less actual farming) in the mid-1990s, with very little change until about 2008, when the first of the new subdivisions was constructed.

The properties adjacent to the enclave were annexed beginning with the Siena View Annexation in 2003, the Pear Park School and Beagley Annexations in 2005, the Crespin and Wexford Annexations in 2007, and finally the Ajarian Annexation in 2009. All of the annexations were completed in accordance with the Persigo agreement in anticipation of residential development, with the exception of the Pear Park School site.

Residential development did commence at Siena View, which has 15 single-family dwellings. Phase II (PFP-2008-208) included 10 additional dwelling units, for a total density of 5.8 du/ac, however Phase II was not constructed and has expired. Wexford Subdivision (FP-2008-096) has 72 platted lots with a density of 5.0 du/ac, but no residences can be constructed until public improvements are completed.

A proposed subdivision known as Desert Shadows (PP-2007-308) was approved at 2930 D ½ Road, with 106 single and multi-family units with a density of 6.3 du/ac. While approval of this development has expired, the zoning would allow for the previous plans to be “restarted” when the economics warrant.

The intersection D ½ Road with 29 Road was recently rebuilt in conjunction with the now completed 29 Road viaduct over the Union Pacific Railroad and the I-70 Business Loop. This viaduct connects the Pear Park neighborhood with points north, including North Avenue and Patterson Road.

2. Grand Junction Municipal Code – Chapter 21.02 – Administration and Procedures:

Section 21.02.160 of the Grand Junction Municipal Code states: Land annexed to the City shall be zoned in accordance with GJMC Section 21.02.140 to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth.

The requested zone of annexation to an R-8 (Residential 8 du/ac) zone district is consistent with the Comprehensive Plan Future Land Use Map designation of Residential Medium (4-8 du/ac).

Section 21.02.140(a) states: *In order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if:*

- 1) *Subsequent events have invalidated the original premises and findings; and/or*

In 1998, Mesa County and the City of Grand Junction adopted the Persigo Agreement. Under this agreement, the City is required to annex all enclaved areas within five (5) years. The property has been enclaved since May 5, 2009 by the Ajarian Annexation.

The properties on the north side have a split County I-2 (General Industrial) zone adjacent to the railroad with the balance zoned County RSF-R (Residential Single-Family Rural). These zone districts implemented the 1996 Growth Plan, which designated an area parallel to the railroad between 29 and 30 Roads as Commercial/Industrial and Residential Low (1/2 to 2 acre lots) south to D Road. These designations were modified to Residential Medium in 2005 with the Pear Park Neighborhood Plan.

The south side properties are all County RSF-R (Residential Single-Family Rural) with the exception of 2941 D 1/2, which is zoned County RSF-E (Residential Single Family Estate).

The proposed zoning of R-8 (Residential 8 du/ac) implements the Comprehensive Plan Future Land Use Map, adopted in 2010, which has designated the property as Residential Medium (4-8 du/ac).

The Comprehensive Plan and the annexation of the property into the City of Grand Junction invalidate the original premises of the existing unincorporated Mesa County zoning. Therefore, this criterion has been met.

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

Based on aerial photographs, this part of the community has undergone a transition from farms situated along the main east/west roads (fed by the canal), to a few small acreages (and less actual farming) in the mid-1990s, with very

little change until about 2008, when the first of the new subdivisions was constructed.

The 1996 Growth Plan designated an area parallel to the railroad between 29 and 30 Roads as Commercial/Industrial and Residential Low (1/2 to 2 acre lots) south to D Road. These designations were modified to Residential Medium in 2005 with the Pear Park Neighborhood Plan.

Across the canal is property that has been acquired by Mesa County Valley School District #51, in anticipation of a future elementary school; in the interim, the property has been approved for a utility scale solar farm that is permitted to occupy the property for approximately 20 years.

The adjacent properties were annexed beginning in 2003 until 2009. All of these annexations were in accordance with the 1998 Persigo agreement, which requires annexation for future development.

The only new residential development is located at Siena View, which has 15 single-family dwellings. Wexford Subdivision has 72 platted lots but public improvements are not yet completed.

The intersection D 1/2 Road with 29 Road was recently rebuilt in conjunction with the now completed 29 Road viaduct over the Union Pacific Railroad and the I-70 Business Loop. This viaduct connects the Pear Park neighborhood with points north, including North Avenue and Patterson Road.

The maximum density in the County RSF-R Zone is one (1) dwelling unit per five (5) acres. All of the existing residences are on smaller parcels than five acres. In summary, while the area has not experienced the same level of residential development as other portions of Pear Park, large tracts of land are no longer agricultural and sit idle waiting for market conditions to improve for residential development.

This criterion has been met.

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

D 1/2 Road is a minor arterial providing east/west access through the Pear Park neighborhood between 29 Road and 32 Road. The intersection D 1/2 Road with 29 Road was recently rebuilt in conjunction with the now completed 29 Road viaduct over the Union Pacific Railroad and the I-70 Business Loop. This viaduct connects the Pear Park neighborhood with points north, including North Avenue and Patterson Road.

The Pear Park Neighborhood Plan anticipates restricted access to D 1/2 Road, which is to be implemented by the construction of local streets parallel to D 1/2 Road as part of future subdivisions.

An 8" Ute Water line and 12" Persigo sanitary sewer line exist in D ½ Road. The existing residences are already served by appropriate infrastructure, including sanitary sewer taps. Adequate infrastructure exists to accommodate, with upgrades as necessary, additional development all of the enclaved parcels.

The enclave is already served by the Grand Junction Fire Department, through the Rural Fire District. Discussions have begun about a new fire station within the Pear Park planning area to improve emergency response times.

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; and/or*

The Pear Park neighborhood has historically seen significant residential development, with an anticipated built-out population of about 22,000 people, according to the Pear Park Neighborhood Plan.

The intent of the R-8 (Residential 8 du/ac) zone is to provide for medium-high density attached and detached dwellings, two-family dwelling(s) and multifamily. It is a transitional zone district between lower density single-family districts and higher density multifamily or business development. A mix of dwelling types is allowed in this district. The enclave is part of a larger segment of the neighborhood that anticipates commercial/industrial development on each end (at 29 Road and 30 Road) and is physically constrained on the north by the railroad, with existing single-family development to the south and east. These features define this area of transition.

This criterion has been met.

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

The annexation of enclaved unincorporated areas adjacent to the City is critical to providing efficient urban services and infrastructure, minimizing costs to the City and therefore the community.

The proposed R-8 zone district will provide the opportunity, when the market is ripe, for additional residential development at a higher density along an established corridor in an urbanizing area of the valley. Additional residential density allows for more efficient use of City services and infrastructure, minimizing costs to the City and therefore the community.

This criterion has been met.

Alternatives: The following zone districts would also implement the Comprehensive Plan Future Land Use Map designation of Residential Medium for the property:

1. R-4 (Residential 4 du/ac)
2. R-5 (Residential 5 du/ac)
3. R-12 (Residential 12 du/ac)
4. R-16 (Residential 16 du/ac)
5. R-O (Residential Office)

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

An R-O zone would not be appropriate, since the enclave is not located at a roadway intersection or along a transitioning commercial corridor.

The R-8 zone is consistent with zoning of the adjacent properties on the east, west, and south. The R-12 and R-16 zone districts would allow density that exceeds that of the surrounding neighborhoods as well as would render the existing single-family residences nonconforming.

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



Bibeau Enclave Annexation **FREQUENTLY ASKED QUESTIONS**

WHY ARE WE BEING ANNEXED?

The City and County signed the Persigo Agreement in 1998 to ensure that all development within the 201 Sewer Service area is eventually incorporated into the City. As property is annexed and developed, existing development can become "enclaved". These gaps are to be incorporated into the City within five (5) years, according to the agreement.

WHAT SERVICES CAN THE CITY PROVIDE?

The City offers Police, Street Maintenance, and Planning Services to all its citizens, including programs such as Spring Cleanup and Fall Leaf Collection. You may sign up for garbage service from the City or maintain your current hauler.

WHAT WILL HAPPEN TO MY TAXES?

The City will assess a mill levy (currently 8 mills or \$8 per \$1000 of assessed valuation) on all taxable real property within the enclaved area. Fire Protection is provided by the City as one of its services, so the existing levy (currently 5.938 mills) which goes to the Rural Fire Protection District will be discontinued after annexation. Therefore, the total increase in levy is only 2.062 mills. Purchases within the enclaved area and/or for delivery to a City address will be subject to the 2.75% City Sales Tax. In addition, certain franchise utilities, such as cable and electric, will include a franchise fee on future statements.

WHAT IF I WANT TO BUILD SOMETHING ON MY PROPERTY?

The City Planning Division can assist you in obtaining the proper permits for new construction, building additions, change of use, or other development on your property.

CAN WE OPPOSE THIS ANNEXATION?

State Law permits unilateral annexations (meaning without consent of property owners) and the Persigo Agreement requires annexation of enclaved properties, to provide for orderly development and provision of services.

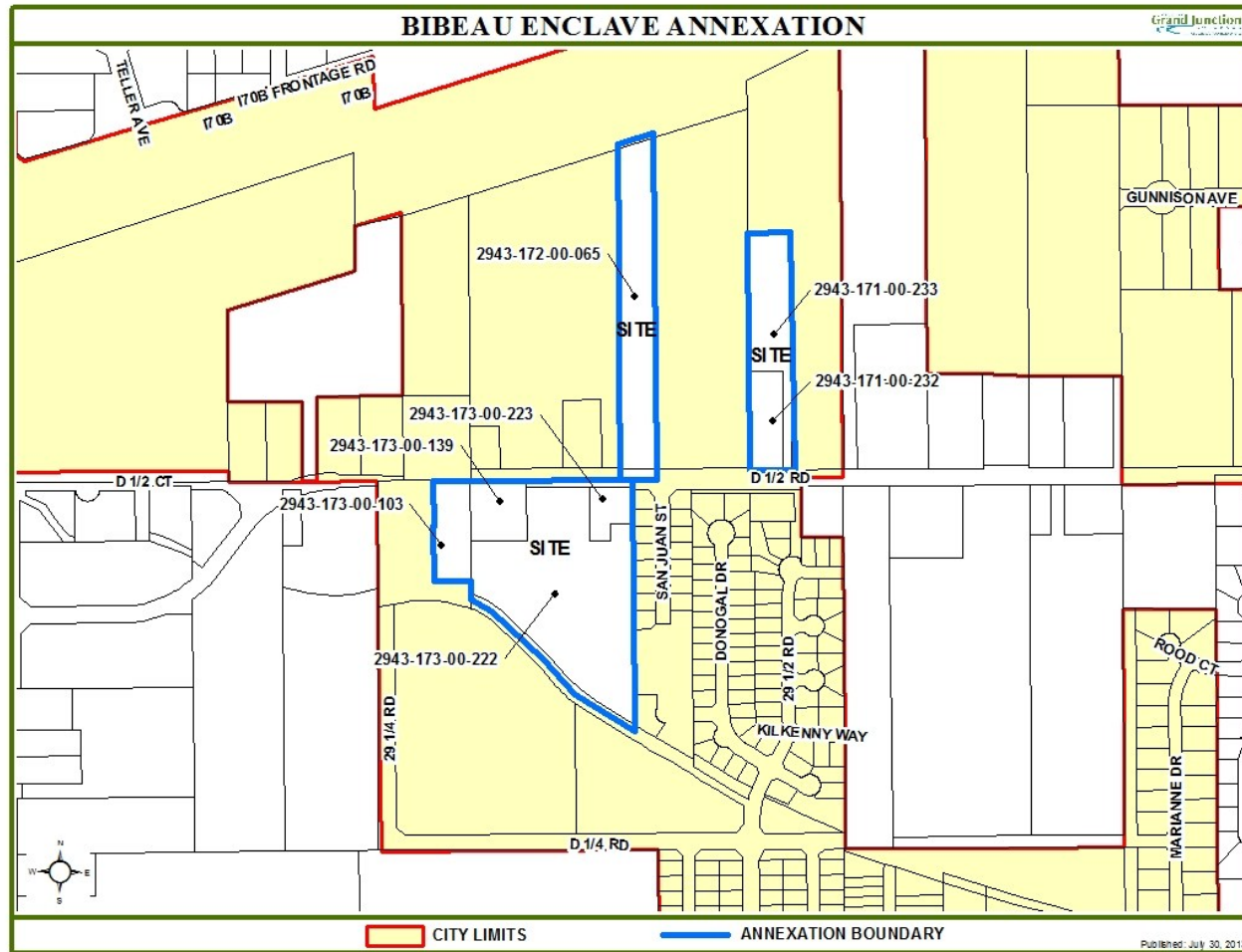
HOW DO I GET MORE INFORMATION?

Contact Brian Rusche (970-256-4058).

For information about the City, go to www.gjcity.org

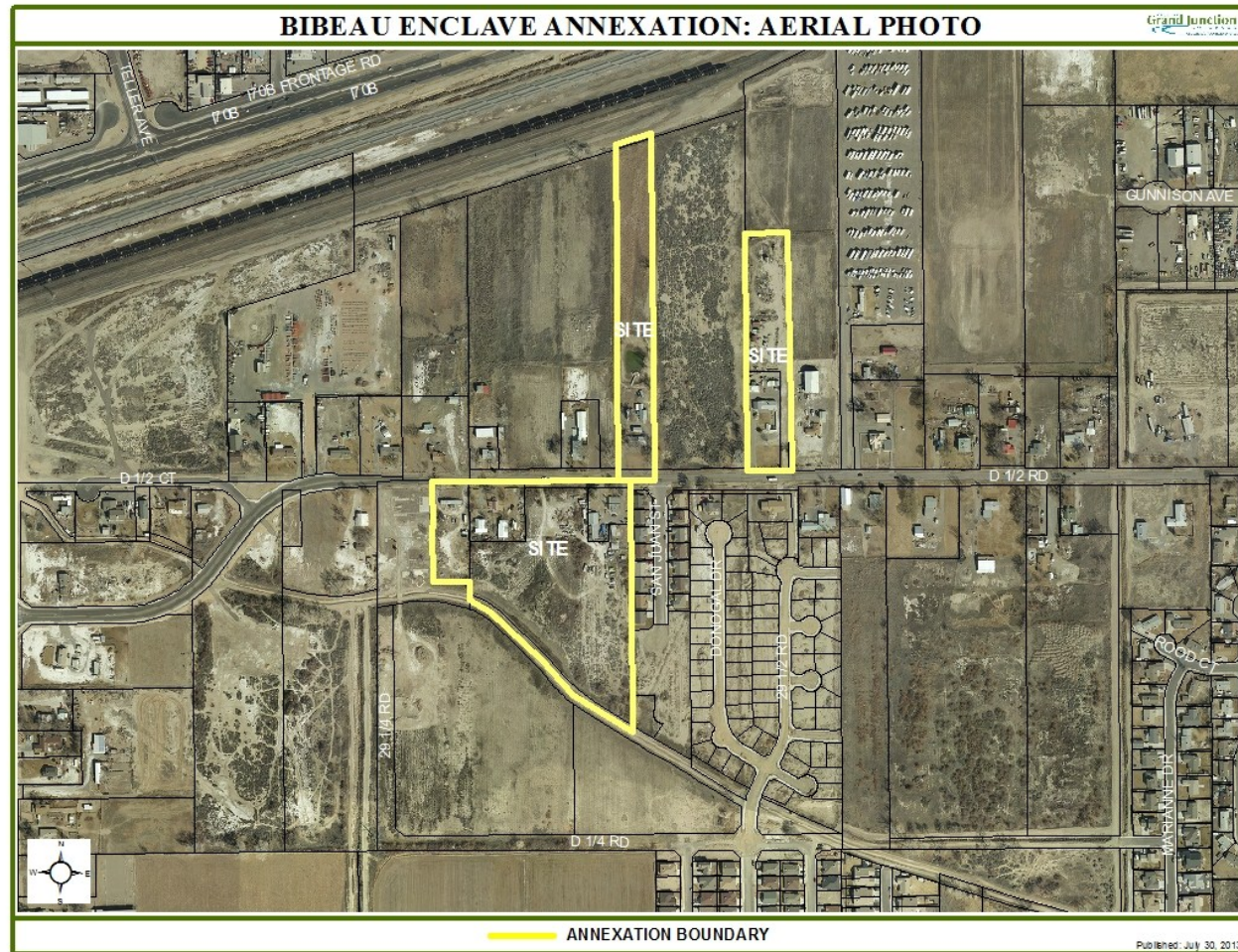
Annexation Map

Figure 1

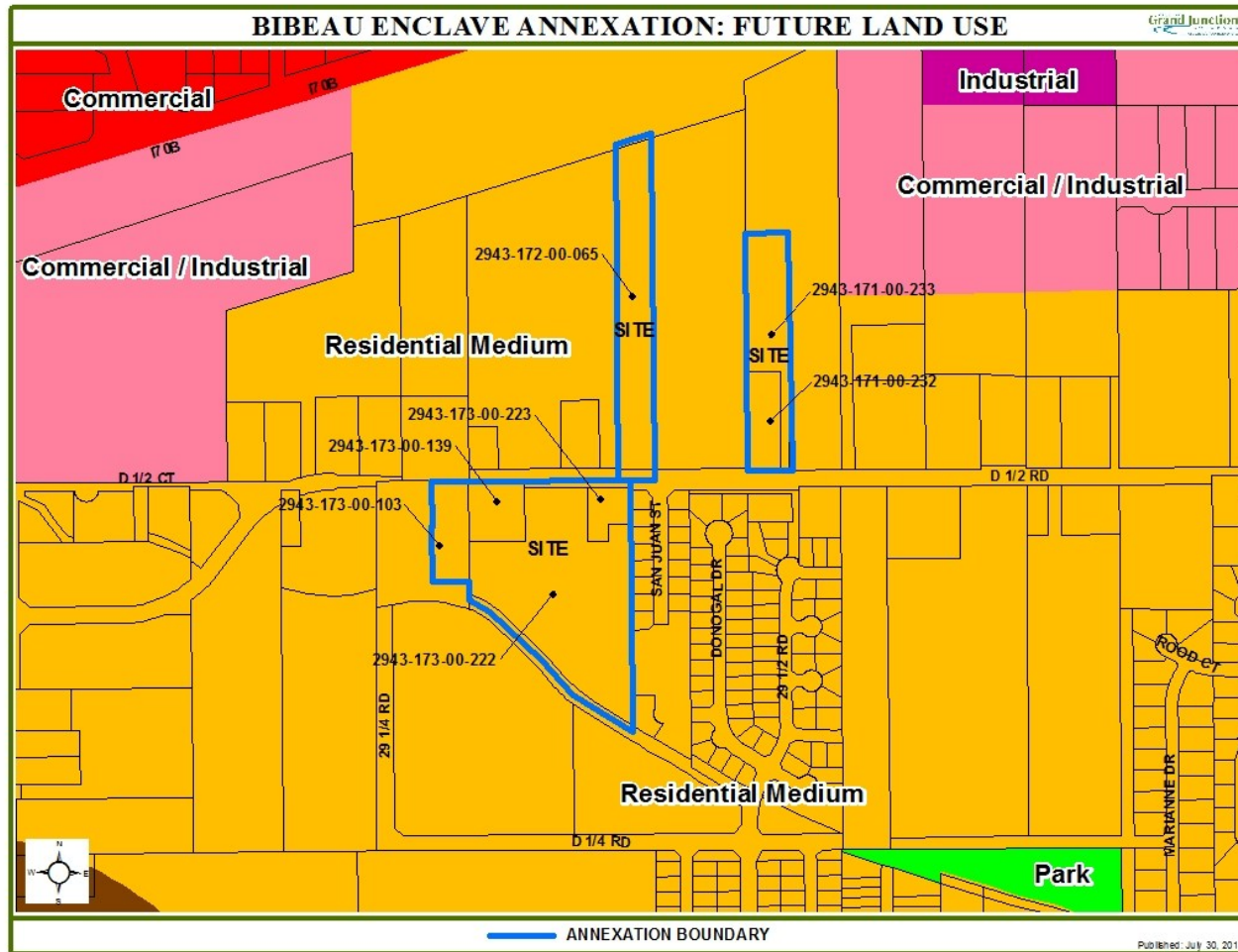


Aerial Photo

Figure 2

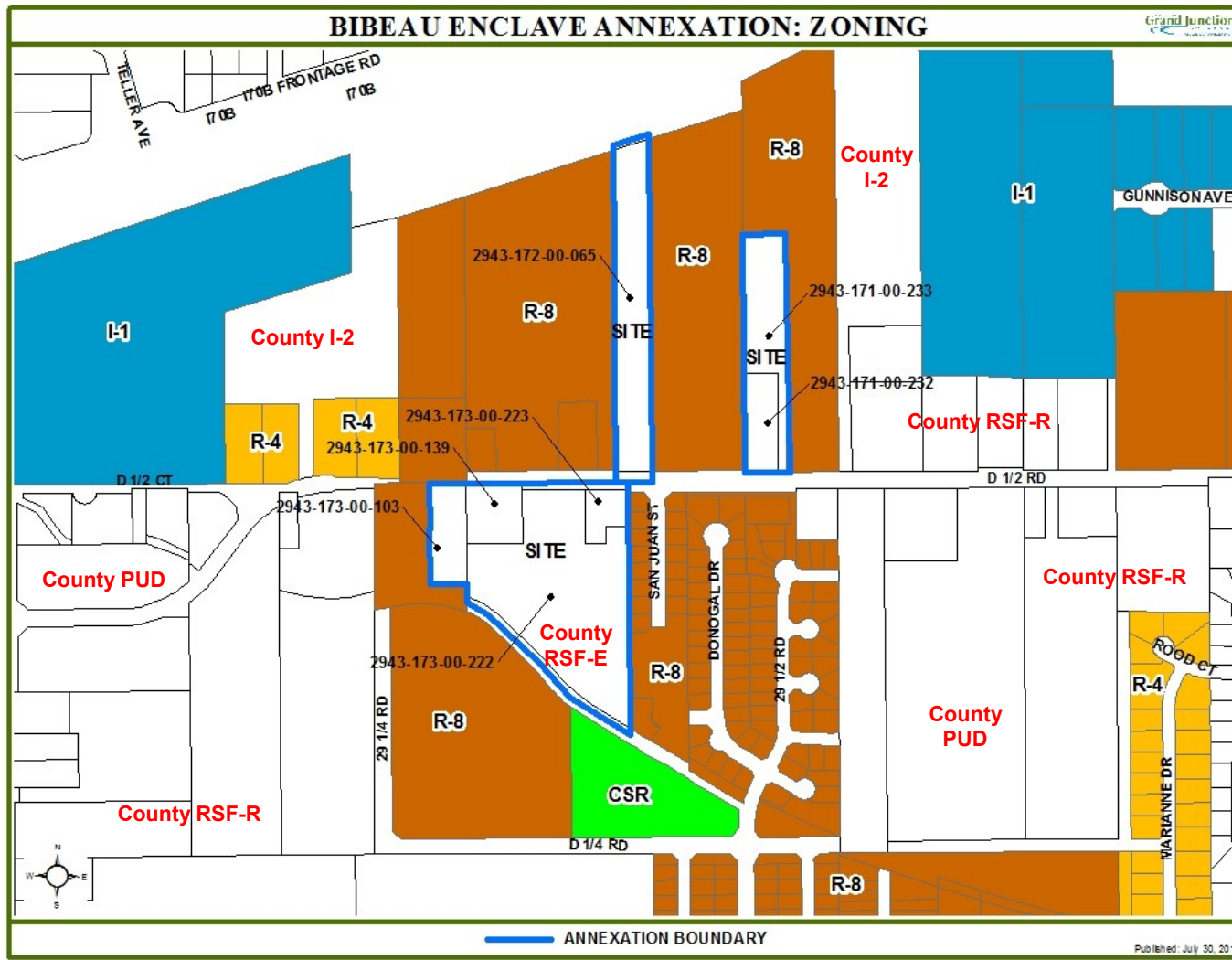


Comprehensive Plan – Future Land Use Map Figure 3



Existing City and County Zoning Map

Figure 4



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

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

BIBEAU ENCLAVE ANNEXATION

**LOCATED ALONG D 1/2 ROAD BETWEEN APPROXIMATELY
29 1/4 AND 29 1/2 ROADS**

CONSISTING OF APPROXIMATELY 16.10 ACRES

WHEREAS, on the 4th day of September, 2013, the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction the following described territory, commonly known as the Bibeau Enclave; and

WHEREAS, a hearing and second reading on the proposed annexation ordinance was duly held after proper notice on the 16th day of October, 2013; and

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

WHEREAS, the requirements of Section 30, Article II of the Colorado Constitution have been met, specifically that the area is entirely surrounded by the annexing municipality.

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:

BIBEAU ENCLAVE ANNEXATION

Three (3) certain enclaved parcels of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4), Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

PARCEL 1: ALL of that certain parcel of land lying in the SE 1/4 NW 1/4 of said Section 17 bounded on the North by Southern Pacific Railroad Annexation No. 1, City of Grand Junction Ordinance 3158, as same is recorded in Book 2616, Page 708; bounded on the East by Ajarian Annexation, City of Grand Junction Ordinance 4348, as same is recorded in Book 4834, Page 847; bounded on the West by Beagley II Annexation, City of Grand Junction Ordinance 3795, as same is recorded in Book 3939, Page 157 and bounded on the South by Siena View Annexation No. 1, City of Grand

Junction Ordinance 3500, as same is recorded in Book 3275, Page 228, all in the Public Records of Mesa County, Colorado.

CONTAINING 157,746 Sq. Ft. or 3.62 Acres, more or less, as described.

PARCEL 2: ALL of that certain parcel of land lying in the SW 1/4 NE 1/4 of said Section 17 bounded on the North, South, East and West by Ajarian Annexation, City of Grand Junction Ordinance 4348, as same is recorded in Book 4834, Page 847, Public Records of Mesa County, Colorado.

CONTAINING 129,705 Sq. Ft. or 2.98 Acres, more or less, as described.

PARCEL 3: ALL of that certain parcel of land lying in the NE 1/4 SW 1/4 of said Section 17 bounded on the North and East by Siena View Annexation No. 2, City of Grand Junction Ordinance 3501, as same is recorded in Book 3275, Page 231; bounded on the South by Pear Park School Annexation No. 3, City of Grand Junction Ordinance 3996, as same is recorded in Book 4315, Page 806 and bounded on the West by Pear Park School Annexation No. 2, City of Grand Junction Ordinance 3806, as same is recorded in Book 3961, Page 336, all in the Public Records of Mesa County, Colorado.

CONTAINING 415,723 Sq. Ft. or 9.54 Acres, more or less, as described.

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

INTRODUCED on first reading the 4th day of September, 2013 and ordered published in pamphlet form.

PASSED and 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 BIBEAU ENCLAVE ANNEXATION
TO R-8 (RESIDENTIAL 8 DU/AC)**

**LOCATED ALONG D ½ ROAD BETWEEN APPROXIMATELY
29 ¼ AND 29 ½ ROADS**

Recitals

The Bibeau Enclave Annexation has been initiated by the City of Grand Junction ("City") pursuant to the 1998 Persigo Agreement with Mesa County ("Agreement"). With the annexation of the property included in the Ajarian Annexation on May 5, 2009, the area is enclaved. The terms of the Agreement state that an "enclaved" area shall be annexed into the City. ("Enclaved" means that an unincorporated area is completely surrounded by the City.)

The City has also agreed to zone newly annexed areas using a zone district that implements the Comprehensive Plan. The proposed zoning of R-8 (Residential 8 du/ac) implements the Comprehensive Plan Future Land Use Map, which has designated the enclaved area as Residential Medium (4-8 du/ac).

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning the Bibeau Enclave Annexation to the R-8 (Residential 8 du/ac) zone district, finding conformance 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 compatible with land uses located in the surrounding area. The zone district meets 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 du/ac) zone district is in conformance with criteria found in 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 du/ac):

BIBEAU ENCLAVE ANNEXATION

Three (3) certain enclaved parcels of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4), Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

PARCEL 1: ALL of that certain parcel of land lying in the SE 1/4 NW 1/4 of said Section 17 bounded on the North by Southern Pacific Railroad Annexation No. 1, City of Grand Junction Ordinance 3158, as same is recorded in Book 2616, Page 708; bounded on the East by Ajarian Annexation, City of Grand Junction Ordinance 4348, as same is recorded in Book 4834, Page 847; bounded on the West by Beagley II Annexation, City of Grand Junction Ordinance 3795, as same is recorded in Book 3939, Page 157 and bounded on the South by Siena View Annexation No. 1, City of Grand Junction Ordinance 3500, as same is recorded in Book 3275, Page 228, all in the Public Records of Mesa County, Colorado.

CONTAINING 157,746 Sq. Ft. or 3.62 Acres, more or less, as described.

PARCEL 2: ALL of that certain parcel of land lying in the SW 1/4 NE 1/4 of said Section 17 bounded on the North, South, East and West by Ajarian Annexation, City of Grand Junction Ordinance 4348, as same is recorded in Book 4834, Page 847, Public Records of Mesa County, Colorado.

CONTAINING 129,705 Sq. Ft. or 2.98 Acres, more or less, as described.

PARCEL 3: ALL of that certain parcel of land lying in the NE 1/4 SW 1/4 of said Section 17 bounded on the North and East by Siena View Annexation No. 2, City of Grand Junction Ordinance 3501, as same is recorded in Book 3275, Page 231; bounded on the South by Pear Park School Annexation No. 3, City of Grand Junction Ordinance 3996, as same is recorded in Book 4315, Page 806 and bounded on the West by Pear Park School Annexation No. 2, City of Grand Junction Ordinance 3806, as same is recorded in Book 3961, Page 336, all in the Public Records of Mesa County, Colorado.

CONTAINING 415,723 Sq. Ft. or 9.54 Acres, more or less, as described.

LESS approximately 0.26 Acres, or 11,280 square feet, of public right-of-way

INTRODUCED on first reading the 2nd day of October, 2013 and ordered published in pamphlet form.

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

ATTEST:

President of the Council

City Clerk



Date: September 9, 2013

Author: Brian Rusche

Title/ Phone Ext: Sr. Planner/4058

Proposed Schedule:

September 4: 1st reading of annexation

October 2: 1st reading of zoning

2nd Reading (if applicable):

Wednesday, October 16, 2013

File #: ANX-2013-334

Attach 8

CITY COUNCIL AGENDA ITEM

Subject: Annexation and Zoning of the Wild Enclave, Located at 3122 and 3124 E Road

Action Requested/Recommendation: Hold a Public Hearing to Consider Final Passage and Final Publication in Pamphlet Form of the Proposed Annexation and Zoning Ordinances

Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary: A request to annex 3.65 acres of enclaved property, located at 3122 and 3124 E Road, and to zone the annexation, which consists of two parcels, to an R-8 (Residential 8 du/ac) zone district.

Background, Analysis and Options:

The 3.65 acre Wild Enclave Annexation consists of two parcels, located at 3122 and 3124 E Road, and no public right-of-way. The annexation has been initiated by the City pursuant to the 1998 Persigo Agreement with Mesa County (“Agreement”). With the annexation of the property included in the Freedom Meadows Annexation on January 19, 2009, the area is enclaved. The terms of the Agreement state that an “enclaved” area shall be annexed into the City. (“Enclaved” means that an unincorporated area is completely surrounded by the City.)

Land annexed to the City shall be zoned, in accordance with Grand Junction Municipal Code (GJMC) Section 21.02.140, to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth. The Comprehensive Plan Future Land Use designation of the property is Residential Medium (4-8 du/ac). The requested zoning of R-8 (Residential 8 du/ac) will implement this land use designation.

The review criteria in Section 21.02.140 of the Grand Junction Municipal Code have all been met.

See attached Staff Report/Background Information for additional detail.

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 this enclave will allow for efficient provision of municipal services.

Zoning this enclave will create consistent land use jurisdiction. The proposed R-8 (Residential 8 du/ac) zone district implements the Comprehensive Plan Future Land Use Map, which has designated the property as Residential Medium (4-8 du/ac). The proposed zone will provide consistency with the adjacent properties on the north side of E Road.

Board or Committee Recommendation: On September 10, 2013 the Planning Commission forwarded a recommendation of approval of the R-8 (Residential 8 du/ac) zone district.

Financial Impact/Budget: The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use taxes will be collected within the enclaved area upon annexation.

Legal issues: It is noted that upon annexation the existing land use(s) may continue.

The owner of 3122 E Road presently has one mule on about 1.85 acres. Section 21.04.030(a) addresses the keeping of livestock, permitting one large animal (such as a mule) for every one-half (1/2) acre of property. The mule, and additional animals, would therefore be allowed under the above cited section.

Other issues: None.

Previously presented or discussed: A Resolution of Intent to Annex was adopted on September 4, 2013. First reading of the Zoning Ordinance was on October 2, 2013.

Attachments:

1. Staff report/Background information
2. Annexation Summary
3. Frequently Asked Questions (FAQ)
4. Annexation Map
5. Aerial Photo
6. Comprehensive Plan - Future Land Use Map
7. Existing City and County Zoning Map
8. Annexation Ordinance
9. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:		3122 and 3124 E Road		
Applicants:		City of Grand Junction		
Existing Land Use:		Single Family Residential		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Vacant		
	South	Single Family Residential / Agricultural		
	East	Agricultural		
	West	Single Family Residential / Agricultural		
Existing Zoning:		County RSF-R (Residential Single-Family Rural)		
Proposed Zoning:		R-8 (Residential 8 du/ac)		
Surrounding Zoning:	North	R-8 (Residential 8 du/ac)		
	South	R-5 (Residential 5 du/ac)		
	East	R-8 (Residential 8 du/ac)		
	West	R-8 (Residential 8 du/ac)		
Future Land Use Designation:		Residential Medium (4-8 du/ac)		
Zoning within density range?		X	Yes	No

Staff Analysis:

ANNEXATION:

The annexation area consists of 3.65 acres, encompassing two parcels and no public right-of-way.

Under the 1998 Persigo Agreement with Mesa County, the City is required to annex all enclaved areas within five years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three years. The property has been enclaved January 19, 2009 by the Freedom Meadows Annexation.

The following annexation and zoning schedule is being proposed:

ANNEXATION SCHEDULE	
September 4, 2013	Notice of Intent to Annex (30 Day Notice), Exercising Land Use
September 10, 2013	Planning Commission considers Zone of Annexation
October 2, 2013	Introduction Of A Proposed Ordinance on Zoning by City Council
October 16, 2013	Public Hearing on Annexation and Zoning by City Council
November 17, 2013	Effective date of Annexation and Zoning

WILD ENCLAVE ANNEXATION SUMMARY		
File Number:	ANX-2013-334	
Location:	3122 and 3124 E Road	
Tax ID Numbers:	2943-103-00-052 and -053	
# of Parcels:	2	
Population:	2	
# of Parcels (owner occupied):	2	
# of Dwelling Units:	2	
Acres land annexed:	3.65	
Developable Acres Remaining:	3.65	
Right-of-way in Annexation:	None	
Previous County Zoning:	County RSF-R (Residential Single-Family Rural)	
Proposed City Zoning:	R-8 (Residential 8 du/ac)	
Current Land Use:	Single Family Residential	
Future Land Use:	Residential	
Values:	Assessed:	\$23,840
	Actual:	\$299,560
Address Ranges:	3122 and 3124 E Road	
Special Districts:	Water:	Clifton Water District
	Sewer:	Persigo 201 sewer service boundary
	Fire:	Clifton Fire Protection District
	Irrigation:	Grand Valley Irrigation Company
	Drainage:	Grand Valley Drainage District
	School:	Mesa County Valley School District #51
	Pest:	Grand River Mosquito Control District

ZONE OF ANNEXATION:

The 3.65 acre Wild Enclave Annexation consists of two parcels, located at 3122 and 3124 E Road. The Wild Enclave was created by the Freedom Meadows Annexation on January 19, 2009. Under the 1998 Persigo Agreement with Mesa County, the City is required to annex all enclaved areas within five years.

Each parcel is occupied by a single-family residence. The properties are currently zoned County RSF-R (Residential Single-Family Rural). Refer to the Zoning Map included in this report.

Land annexed to the City shall be zoned in accordance with Grand Junction Municipal Code (GJMC) Section 21.02.140 to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth.

The Comprehensive Plan Future Land Use designation of the property is Residential Medium (4-8 du/ac). The requested zoning of R-8 (Residential 8 du/ac) will implement this land use designation.

Existing conditions:

The existing residences at 3122 and 3124 E Road were built in 1951 and 1947, respectively. Both properties include pasture and other structures typically found in a rural area.

It is noted that upon annexation the existing land use(s) may continue. A meeting was held by the planner with Mr. Gordon Wild, the owner of 3122 E Road. Mr. Wild presently has one mule on about 1.85 acres. Section 21.04.030(a) addresses the keeping of livestock, permitting one large animal (such as a mule) for every one-half acre of property. The mule, and additional animals, would therefore be allowed under the above cited section.

Development pattern:



1966



1986



1997



2012

Based on aerial photographs, this part of the community has undergone a transition from farms situated along the main east/west roads, to the first subdivisions in the mid-1970s, to incremental residential expansion from the mid-1990s through the early 2000s.

The properties adjacent to 3122 and 3124 E Road were annexed in 2008 and 2009 in anticipation of residential development. These developments include Pioneer Meadows on the east (PP-2008-393) with a proposed density of 7.41 du/ac (valid until January 2015) and Freedom Meadows on the west (no formal plan submitted). While these developments were not constructed, their zoning would allow for the previous plans to be “restarted” when the economics warrant.

Further from the enclave, but within the same neighborhood are Willow Wood Village (SUB-2013-130) at D $\frac{3}{4}$ Road and Duffy Drive. The first phase of 12 lots is approved for construction. New residential developments with similar zoning just outside the Persigo boundary to the east at 31 $\frac{1}{2}$ and E Road (KC Farms and Chatfield IV) have approximately 25 lots available for construction.

2. Grand Junction Municipal Code – Chapter 21.02 – Administration and Procedures:

Section 21.02.160 of the Grand Junction Municipal Code states: Land annexed to the City shall be zoned in accordance with GJMC Section 21.02.140 to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth.

The requested zone of annexation to an R-8 (Residential 8 du/ac) zone district is consistent with the Comprehensive Plan Future Land Use Map designation of Residential Medium (4-8 du/ac).

Section 21.02.140(a) states: *In order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if:*

6) *Subsequent events have invalidated the original premises and findings; and/or*

In 1998, Mesa County and the City of Grand Junction adopted the Persigo Agreement. Under this agreement, the City is required to annex all enclaved areas within five (5) years. The property has been enclaved since January 19, 2009 by the Freedom Meadows Annexation.

The proposed zoning of R-8 (Residential 8 du/ac) conforms to the Comprehensive Plan Future Land Use Map, adopted in 2010, which has designated the property as Residential Medium (4-8 du/ac).

The Comprehensive Plan and the annexation of the property into the City of Grand Junction invalidate the original premises of the existing unincorporated Mesa County RSF-R (Residential Single Family Rural) zoning. Therefore, this criterion has been met.

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

The existing residences were built in 1951 and 1947.

Based on aerial photographs, this part of the community has undergone a transition from farms situated along the main east/west roads, to the first subdivisions in the mid-1970s, to incremental residential expansion from the mid-1990s through the early 2000s.

The properties adjacent to 3122 and 3124 E Road were annexed in 2008 and 2009 in anticipation of residential development. These developments include Pioneer Meadows on the east (PP-2008-393) with a proposed density of 7.41 du/ac (valid until January 2015) and Freedom Meadows on the west (no formal plan submitted).

The maximum density in the County RSF-R zone is one (1) dwelling unit per five (5) acres. The existing density is two dwelling units on a total of 3.65 acres.

This criterion has been met.

8) *Public and community facilities are adequate to serve the type and scope of land use proposed; and/or*

E Road is a major collector providing east/west access through the Pear Park neighborhood between 30 Road and 32 Road. The Pear Park Neighborhood Plan anticipates restricted access to E Road, which is to be implemented by the construction of a local street parallel to E Road as part of future subdivisions.

A 6" Clifton Water line and an 8" Persigo sanitary sewer line exist in E Road. The existing residences are already served by appropriate infrastructure, including sanitary sewer taps. Adequate infrastructure exists to accommodate, with upgrades as necessary, additional development on these parcels.

The enclave is served by the Clifton Fire Protection District, which has been in discussions with the Grand Junction Fire Department about a new fire station within the Pear Park planning area to improve emergency response times.

This criterion has been met.

- 9) *An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or*

The Pear Park neighborhood has historically seen significant residential development, with an anticipated built-out population of about 22,000 people, according to the Pear Park Neighborhood Plan.

The intent of the R-8 (Residential 8 du/ac) zone is to provide for medium-high density attached and detached dwellings, two-family dwelling(s) and multifamily. It is a transitional zone district between lower density single-family zone districts and higher density multifamily or business development. A mix of dwelling types is allowed in this zone district. The presence of E Road, separating existing single-family neighborhoods on the south side and the canal to the north define this area of transition.

There is approximately 45 acres of undeveloped land between the railroad and D Road, 30 Road and 32 Road, within the city limits currently zoned R-8. [If built at maximum density (8 du/ac), this acreage would accommodate only 828 persons (at 2.3 persons per unit), which is a small portion of the anticipated growth]. This acreage includes the first phase of Willow Wood Village (SUB-2013-130) with 12 lots approved for construction. Also, new residential developments with similar zoning just outside the Persigo boundary to the east (KC Farms and Chatfield IV) are nearing build-out, with approximately 25 lots remaining.

This criterion has been met.

- 10) *The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.*

The annexation of enclaved unincorporated areas adjacent to the City is critical to providing efficient urban services and infrastructure, minimizing costs to the City and therefore the community.

The proposed R-8 zone district will provide the opportunity, when the market is ripe, for additional residential development at a higher density along an established corridor in an urbanizing area of the valley. Additional residential

density allows for more efficient use of City services and infrastructure, minimizing costs to the City and therefore the community.

This criterion has been met.

Alternatives: The following zone districts would also implement the Comprehensive Plan Future Land Use Map designation of Residential Medium for the property:

6. R-4 (Residential 4 du/ac)
7. R-5 (Residential 5 du/ac)
8. R-12 (Residential 12 du/ac)
9. R-16 (Residential 16 du/ac)
10. R-O (Residential Office)

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

An R-O zone would not be appropriate, since the enclave is not located at a roadway intersection or along a transitioning commercial corridor.

The R-8 zone is consistent with zoning of the adjacent properties on the east and west. The R-12 and R-16 zone districts would allow density that exceeds that of the surrounding neighborhoods and are therefore not appropriate zone districts for this property.

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



Wild Enclave Annexation **FREQUENTLY ASKED QUESTIONS**

WHY ARE WE BEING ANNEXED?

The City and County signed the Persigo Agreement in 1998 to ensure that all development within the 201 Sewer Service area is eventually incorporated into the City. As property is annexed and developed, existing development can become "enclaved". These gaps are to be incorporated into the City within five (5) years, according to the agreement.

WHAT SERVICES CAN THE CITY PROVIDE?

The City offers Police, Street Maintenance, and Planning Services to all its citizens, including programs such as Spring Cleanup and Fall Leaf Collection. You will maintain your current garbage hauler.

WHAT WILL HAPPEN TO MY TAXES?

The City will assess a mill levy (currently 8 mills or \$8 per \$1000 of assessed valuation) on all taxable real property within the enclaved area. Fire Protection will still be provided by the Clifton Fire Protection District, but the existing levy (currently 7.72 mills) which goes exclusively to the Clifton Fire Protection District will be discontinued after annexation. Therefore, the total increase in levy is only 0.28 mills. Purchases within the enclaved area and/or for delivery to a City address will be subject to the 2.75% City Sales Tax. In addition, certain franchise utilities, such as cable and electric, will include a franchise fee on future statements.

WHAT IF I WANT TO BUILD SOMETHING ON MY PROPERTY?

The City Planning Division can assist you in obtaining the proper permits for new construction, building additions, change of use, or other development on your property.

CAN WE OPPOSE THIS ANNEXATION?

State Law permits unilateral annexations (meaning without consent of property owners) and the Persigo Agreement requires annexation of enclaved properties, to provide for orderly development and provision of services.

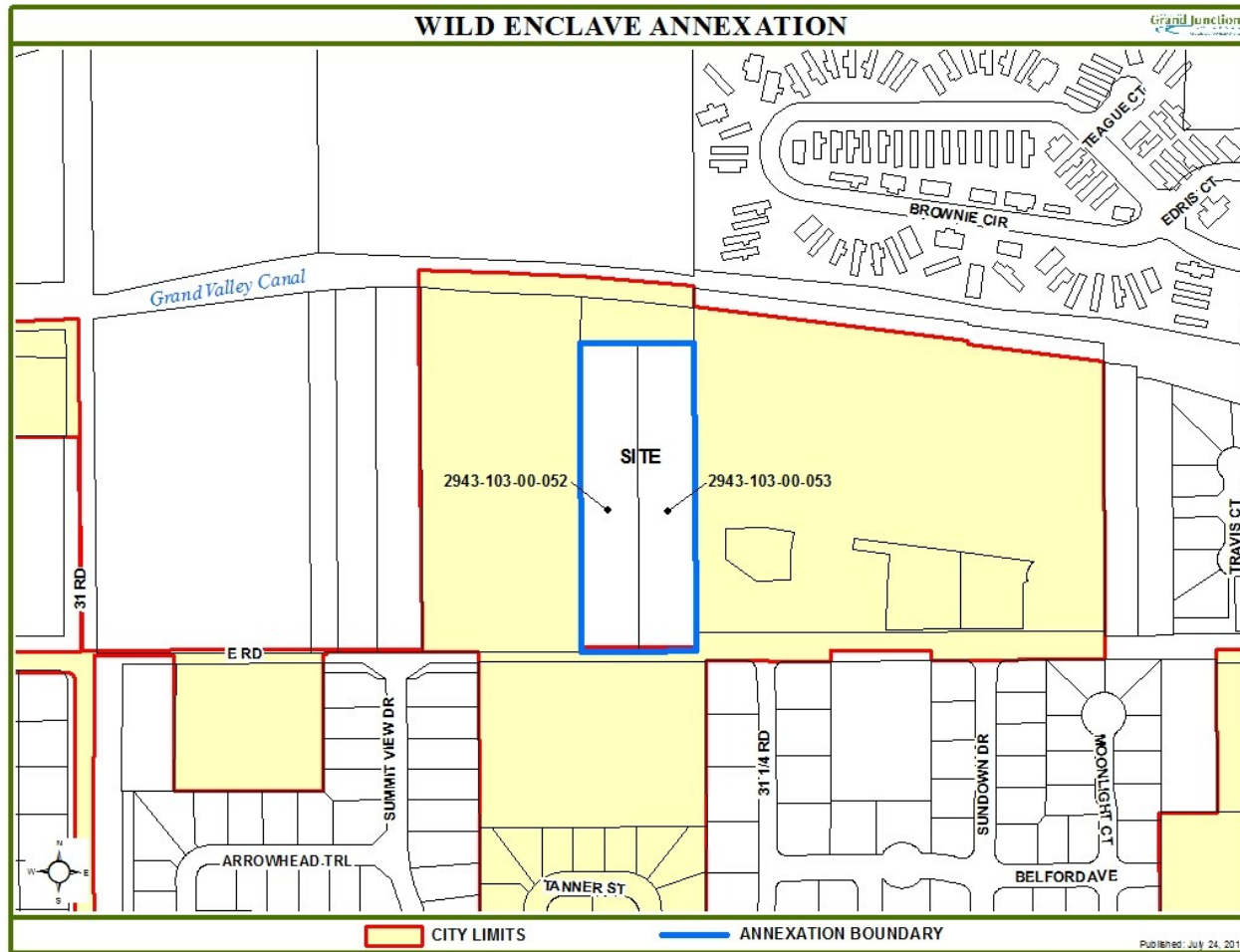
HOW DO I GET MORE INFORMATION?

Contact Brian Rusche (970-256-4058).

For information about the City, go to www.gjcity.org

Annexation Map

Figure 1

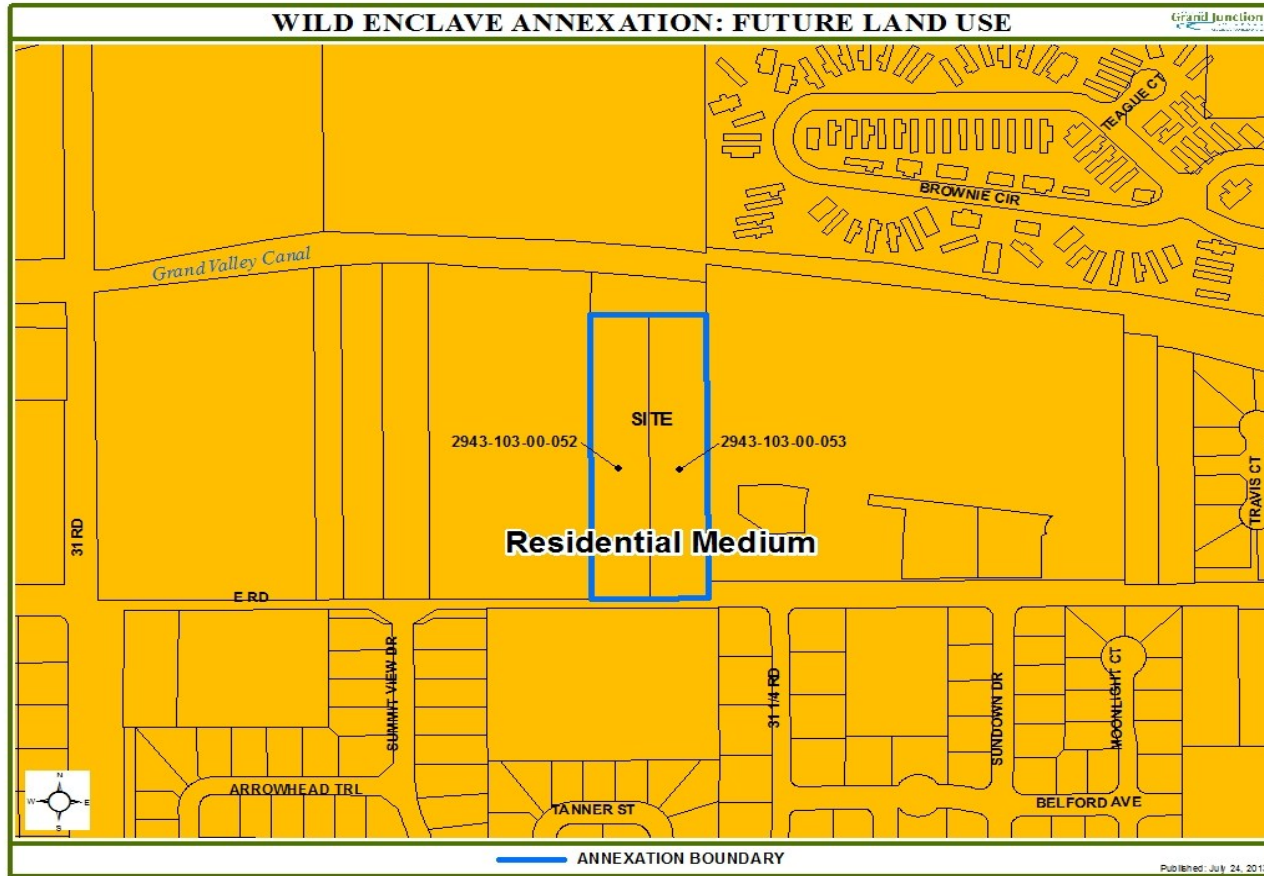


Aerial Photo

Figure 2

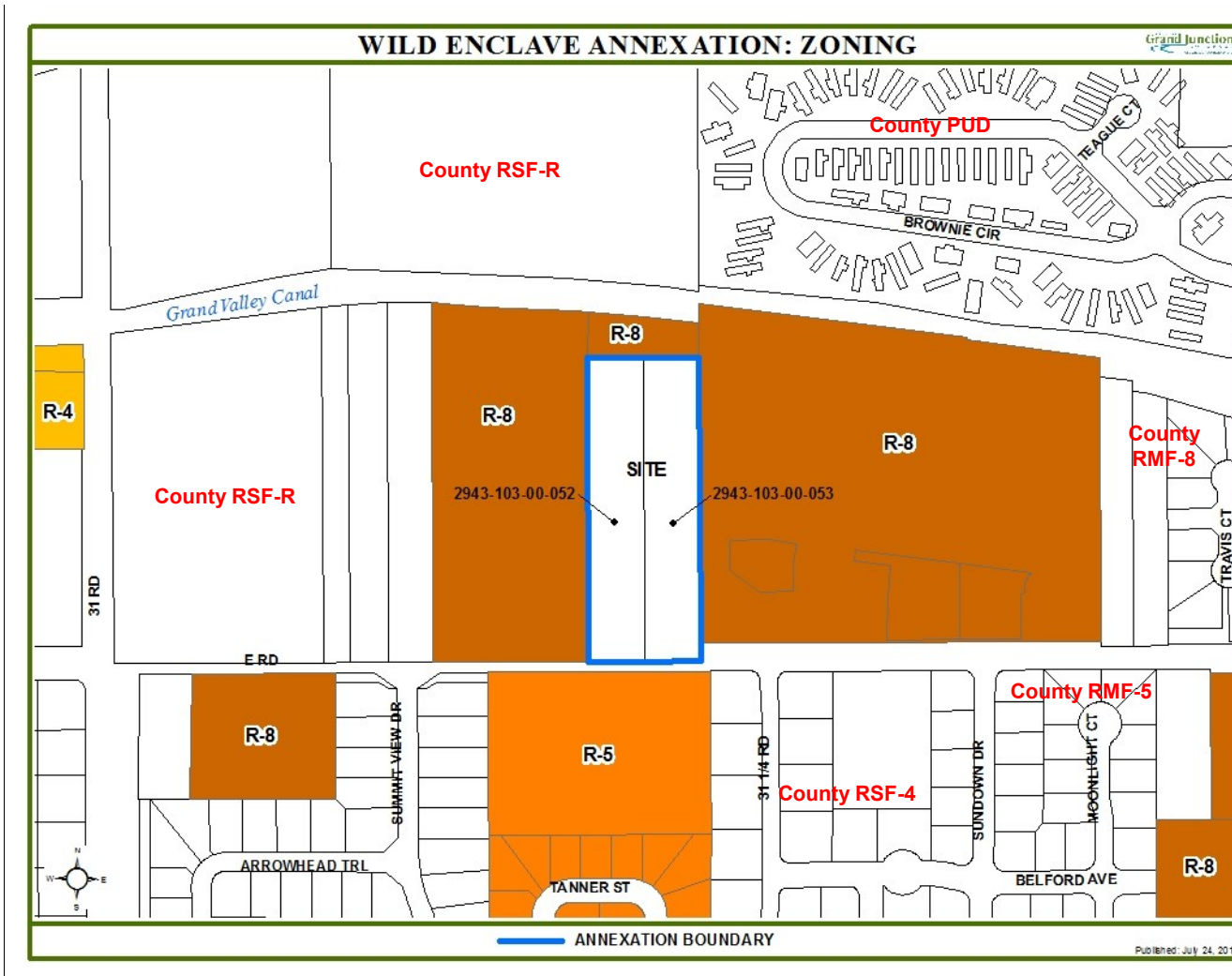


Comprehensive Plan – Future Land Use Map Figure 3



Existing City and County Zoning Map

Figure 4



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

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

WILD ENCLAVE ANNEXATION

LOCATED AT 3122 AND 3124 E ROAD

CONSISTING OF APPROXIMATELY 3.65 ACRES

WHEREAS, on the 4th day of September, 2013, the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction the following described territory, commonly known as the Wild Enclave; and

WHEREAS, a hearing and second reading on the proposed annexation ordinance was duly held after proper notice on the 16th day of October, 2013; and

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

WHEREAS, the requirements of Section 30, Article II of the Colorado Constitution have been met, specifically that the area is entirely surrounded by the annexing municipality.

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:

WILD ENCLAVE ANNEXATION

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

ALL the lands bounded on the East by Pioneer Meadows Annexation, City of Grand Junction Ordinance 4267, as same is recorded in Book 4700, Page 883 and bounded on the North, West and South by Freedom Meadows Annexation, City of Grand Junction Ordinance 4312, as same is recorded in Book 4772, Page 465, all in the Public Records of Mesa County, Colorado.

CONTAINING 159,417 Square Feet or 3.65 Acres, more or less, as described.

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

INTRODUCED on first reading the 4th day of September, 2013 and ordered published in pamphlet form.

PASSED and 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 WILD ENCLAVE ANNEXATION
TO R-8 (RESIDENTIAL 8 DU/AC)**

LOCATED AT 3122 AND 3124 E ROAD

Recitals

The Wild Enclave Annexation has been initiated by the City of Grand Junction ("City") pursuant to the 1998 Persigo Agreement with Mesa County ("Agreement"). With the annexation of the property included in the Freedom Meadows Annexation on January 19, 2009, the area is enclaved. The terms of the Agreement state that an "enclaved" area shall be annexed into the City. ("Enclaved" means that an unincorporated area is completely surrounded by the City.)

The City has also agreed to zone newly annexed areas using a zone district that implements the Comprehensive Plan. The proposed zoning of R-8 (Residential 8 du/ac) implements the Comprehensive Plan Future Land Use Map, which has designated the enclaved area as Residential Medium (4-8 du/ac).

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning the Wild Enclave Annexation to the R-8 (Residential 8 du/ac) zone district, finding conformance 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 compatible with land uses located in the surrounding area. The zone district meets 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 du/ac) zone district is in conformance with criteria found in 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 du/ac):

WILD ENCLAVE ANNEXATION

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

ALL the lands bounded on the East by Pioneer Meadows Annexation, City of Grand Junction Ordinance 4267, as same is recorded in Book 4700, Page 883 and bounded on the North, West and South by Freedom Meadows Annexation, City of Grand Junction Ordinance 4312, as same is recorded in Book 4772, Page 465, all in the Public Records of Mesa County, Colorado.

CONTAINING 159,417 Square Feet or 3.65 Acres, more or less, as described.

INTRODUCED on first reading the 2nd day of October, 2013 and ordered published in pamphlet form.

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

ATTEST:

President of the Council

City Clerk



Date: Sept. 6, 2013
 Author: Jamie B. Beard
 Title/ Phone Ext: Assistant City Attorney,
x4032
 Proposed Schedule: 1st Reading : Oct. 2,
2013
 2nd Reading: October 16, 2013
 File # (if applicable): _____

Attach 9
CITY COUNCIL AGENDA ITEM

Subject: Amendment to Chapter 2.40 of the Grand Junction Municipal Code Adopting Rules and Regulations Regarding Cemeteries
Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of Proposed Ordinance
Presenter(s) Name & Title: Tom Ziola, Forestry/Horticulture/Cemetery Supervisor

Executive Summary:

Changes to Chapter 2.40 are proposed to update and clarify the rules and regulations regarding the cemeteries, specifically the requirements for vaults and eliminating references to the development fee, as well as other housekeeping changes.

Background, Analysis and Options:

City staff who work regularly for the cemeteries have reviewed Chapter 2.40 of the Grand Junction Municipal Code and have proposed changes to clarify and update the Code to reflect that the much of the management of the cemeteries is no longer done within the City Clerk’s realm but through the Parks and Recreation Division as determined by the City Manager. The reference in the Code to development fees is no longer applicable and has been proposed to be deleted. Additional language has been proposed for the following: (1) reflect the requirement for all interments below ground to be in a vault, (2) clarify that proof of worker’s compensation coverage must be provided annually by monument companies and that a monument company may be denied the ability to do work or activity in the cemeteries if it is determined that it is not in the best interest of the cemetery. It has been the City’s policy to work with monument companies when there have been problems with work done in the past. The City will continue to work with the companies, but if a company has numerous complaints, creates various problems with its work within the cemeteries, or fails to promptly remedy an issue, then the City may deny the company the ability to provide services within the cemeteries.

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

The amendment to Chapter 2.40 does not impact or affect the goals and policies of the Comprehensive Plan.

Board or Committee Recommendation: None

Financial Impact/Budget: None

Legal issues: The Assistant City Attorney has prepared the ordinance, reviewed and approved the proposed amendments.

Other issues: None

Previously presented or discussed: First Reading of the Proposed Ordinance was on October 2, 2013

Attachments:

Changes to Chapter 2.4 with strikethroughs in language to be deleted and new language to be added underlined.
Proposed Ordinance

Proposed Changes

2.40.110 Sale of lots – Certificates of ownership.

(a) The City Manager shall keep accurate record of all burial spaces in the City cemeteries. The City shall sell burial spaces at such price or prices as may be directed by the City Council and contained in the rules and regulations for the City cemeteries. The City Manager shall issue a certificate of ownership to the purchaser of each burial space, which certificate shall contain a description of the burial space, purchase price, the name and address of the space owner and will include statement of perpetual care. The certificate shall state that it represents only a right to be buried and in no way conveys a title to the real estate and shall also state:

(1) The ownership of that right is not transferable without the approval of the City Manager or ~~the City Manager's his~~ designee and the reissuance of a new certificate to the new owner of the burial right, except that transfer of ownership may be effected by last will and testament or intestacy as provided for in GJMC 2.40.180. All transfers must be recorded by the City and a fee for such transfer as established by resolution of City Council will be charged.

(2) Any transfer of ownership interest by last will and testament or applicable laws of intestacy shall be reported immediately to the City Manager's ~~s-or his~~ designee by the person receiving the ownership interest.

(3) All changes in address of the owner shall be reported immediately to the City Manager's ~~s-or his~~ designee.

(4) A portion of the purchase price, such portion to be specified, shall be deposited into a trust fund and held as a permanent fund with the income of the fund to be devoted to the perpetual care and keeping of the burial space so endowed, except for spaces in areas designated for the burial of indigent persons. Indigence shall be demonstrated by affidavit or other documentary proof satisfactory to the City ~~Manager's designee~~ Clerk.

(5) Prior to the resale of any vacant burial space by the owner to any other individual or to the City, all monuments or markers must be removed at the owner's expense.

(b) The certificate of transfer shall be signed with a facsimile of the City Manager's signature and attested by the signature of the City Clerk under the seal of the City.

2.40.120 Records.

Records of the City ~~Clerk~~, other than the certificate as provided for in GJMC 2.40.110, shall show the date of purchase, the name of the purchaser, the description designating the burial right(s) space purchased and the purchase price. Indexing maintained by the City shall permit determination of location of the burial space by location as well as by owner's name.

(a) Certificates of ownership are evidence of ownership of a right to be buried in spaces listed on the certificate.

(b) The owner of a certificate of ownership seeking to reconvey one or more spaces to another shall apply for and obtain a certificate of transfer from the City ~~Clerk~~ in the name of the other person. Upon submission of an application to convey the burial space rights, the original certificate of ownership shall be returned, canceled and reissued to the new owner by the City Manager's designee~~Clerk~~. If any spaces enumerated on the original certificate of ownership are to be retained by the owner, then certificates of ownership shall be reissued by the City Manager's designee~~Clerk~~ for each space in the name of each owner.

(1) Upon application for reconveyance, the applicant shall provide the following information:

(i) The grave space right(s) owned;

(ii) The spaces then used, if any;

(iii) Which owners have been issued a certificate of transfer, if any, for the particular space;

(iv) A statement that the owner truthfully believes that the owner holds and fully controls burial rights to the spaces for which the owner is applying for certificates of transfer and that the owner does indemnify the City as to all costs should any person(s) other than the transferee named subsequently present a certificate of transfer for the same space or spaces.

(2) Upon submission of a complete application, the City Manager's designee shall investigate and determine:

(i) If any spaces for which certificates of transfer are sought are filled.

(ii) If any spaces are held by persons or firms other than the current certificate of ownership holder.

(3) The City Manager's designee~~Clerk~~ shall then issue the certificate(s) of ownership to the person(s) indicated by the then owner; however, any title impairment affecting the ownership of the burial right(s) shall be noted upon the respective certificate of ownership ~~by the City Clerk~~. If any space is unendowed (except in areas platted for burial of indigent persons), then the endowment then payable shall be paid prior to the reissuance of the new certificate of ownership. A record containing the application, the investigation results and a copy of the certificate(s) of transfer along with the chain of title notations, if any, shall be retained by the City ~~Clerk~~.

(c) The City may purchase back any unused certificate of ownership or any unused portion thereof under the terms and conditions listed below. The City Manager's designee~~Clerk~~ shall purchase only those spaces for which ownership is clear. The City Manager's designee~~Clerk~~ shall require an application for all purchase back requests. Upon submission of a completed application to the City Manager's designee~~Clerk~~ and upon completion of the City Manager's designee's~~Clerk's~~ investigation, the City ~~Clerk~~ may purchase the certificate of ownership for any number of spaces identified on the certificate, except

that the City ~~Clerk~~ shall not purchase spaces already filled, nor spaces where an apparently valid certificate of ownership remains outstanding. The purchase back price shall be the original purchase price including development fee, if paid, not to exceed the current prices and exclusive of the endowment fee less the following:

- (1) Twenty-five percent of the total current purchase price, excluding the endowment fee, or \$50.00, whichever is greater, shall be retained as administrative cost.
- (2) In no case will the City buy back any space for more than the price of the lot and development fee, if any, at the time of purchase. The endowment fee will not be refunded.
- (3) If a current installment contract for payment exists, the City shall retain 25 percent of the amount paid excluding the pro rata share of the endowment fee, or \$50.00, whichever is greater.

(d) Certificate of ownership holders may consent to the burial of any deceased person. Such consent shall be in the form of an affidavit signed and notarized and shall bear the signature of at least one owner as shown on the certificate of ownership.

(e) **Lost Certificate of Ownership.** The owner may apply for a lost title upon payment of a fee established by resolution of the City Council.

~~2.40.160 Development fee.~~

~~The development fee was established in 1986 to fund cemetery improvement projects. These projects are beyond the routine operations and maintenance costs that are funded by the perpetual care endowment interest earnings. As of January 1, 1998, the development fee was incorporated into the purchase fee.~~

~~(a) No certificate of ownership shall be issued for any lot(s) or space(s) without the development fee first being paid.~~

~~(b) No burial shall be allowed on any lot for which such development fee has not been paid. For burial of cremated remains, an infant or a child, such development fee shall be prorated in accordance with the graduated fee schedule for interment.~~

~~(c) The development fee is established by resolution of the City Council.~~

~~(d) Any transfer of ownership performed under GJMC 2.40.180 requires that any outstanding development fee be paid. No certificate of ownership will be issued by the City Clerk until such fee is paid in full.~~

2.40.170 Rights of burial space owners.

(a) **Interment Rights.** All lots, grave spaces and burial spaces conveyed shall be considered as a grant of a right by the City to the grantee for the purpose of burial, shall be presumed to be the sole and separate burial right of the person named as grantee; however, a grantee may inter the grantee's deceased immediate family member in the space, in accordance with the rules and regulations and fee

schedule at the time of interment of spouse, child, mother, father or sibling. The burial of animals shall not be allowed.

(b) **Consent to Burial.** Upon the death of any other relative than listed above or nonrelative, the owner of a certificate of ownership may convey the right to burial in the space enumerated on the owner's certificate. The consent shall be evidenced by an approved certificate of transfer, which certificate shall be available only from the City [Manager's designeeClerk](#). A certified death certificate shall be presented at the time of issuance of a certificate of transfer to a decedent by the City [Manager's designeeClerk](#). Once burial occurs, the body may be disinterred only with an authorization pursuant to GJMC [2.40.310](#). Upon disinterment, burial rights for the space shall remain in the name of the certificate of transfer holder. The City [Clerk](#) shall maintain records of all burials.

(c) **Right of Descent.** Upon the death of the owner, any unused burial spaces shall pass as provided in the owner's last will and testament to the owner's beneficiaries. Any unused burial spaces not effectively disposed of by the owner's last will and testament or otherwise shall pass to the owner's heirs as prescribed by the Colorado Probate Code.

(d) **Official Records.** The official records of burial space owners shall be maintained by the City [Manager's designeeClerk](#), and each burial space owner shall be registered by name and address. Such registration shall be the final governing record in determination of burial rights ownership.

(e) **No Transfer Without Consent.** No burial spaces shall be transferable except with compliance with the procedures of the City Manager or as provided by law.

(f) **Change of Address.** It shall be the duty of each and every burial rights owner to keep the City [Manager's designeeClerk](#) fully informed as to the owner's mailing address and to notify said City [Manager's designeeClerk](#) as to any changes thereof. Notice sent to any burial space owner at the last registered address on file with the City [Manager's designeeClerk](#) shall be considered sufficient and proper legal notice.

(g) **Right to Ingress and Egress Reserved.** The City reserves to itself, and to those lawfully within the cemetery, a perpetual right to enter and to leave and conduct any lawful activity on or over any burial space and/or for passage to and from other spaces.

(h) **No Right Granted in Alleyways.** No easement or right of interment is granted to any burial space rights owner in any road, drive, alley or walk within the cemetery, but such road, drive, alley or walk may be used as a means of access to the cemetery grounds or buildings as long as the cemetery uses the accessways for that purpose.

2.40.180 Transfer of ownership.

(a) **Method of Transfer.** The transfer of right or any interest in any burial space shall be made only on forms provided by the City [Clerk](#).

(b) **Consent and Approval.** No transfer of any burial space shall be valid without the consent, in writing, of the City ~~Manager's designee~~Clerk and endorsed upon such a transfer and thereafter recorded on the books of the City ~~Clerk~~.

(c) **Time of Recognition.** A certificate of transfer, in order to be valid, must be proper on its face and it must also be delivered to the grantee or some third person during the lifetime of the grantor, with the full intent to divest the grantor of grantor's interest. The transfer must also be presented to, approved by and transferred upon the record of the City Clerk during the lifetime of the grantor; provided, however, that a transfer may also be made by the grantor in a last will and testament, or by the applicable laws of intestacy. An affidavit stating the applicant for the transfer is the heir must be submitted along with a copy of the will and application for transfer.

(d) **Indebtedness.** The City Clerk may refuse to consent to a transfer of any burial space so long as there is any indebtedness due thereon by the registered owner thereof.

(e) **Care and Maintenance Must Be Provided.** Except for areas designated for the burial of indigent persons, no transfer of any burial space or interment right therein shall be approved and registered upon the books of the City Clerk nor shall interments therein be permitted until provision shall have been made for care and maintenance of such space by payment of the endowment amount specified in the rules and regulations for City cemeteries. This provision shall not apply to burial spaces conveyed by the City for which perpetual care endowment has been already provided.

(f) **Transfer Charges.** All conveyances or transfers of rights in any burial space shall be subject to a charge fixed, from time to time, by resolution of the City Council, which charge must be paid when the transfer request is received for filing by the City ~~Manager's designee~~Clerk.

2.40.190 Abandoned burial spaces.

(a) **Reversion.** The ownership or right in or to any unoccupied cemetery burial space shall upon disinterment and subsequent abandonment revert to the City.

(b) **Presumption.** Failure to inter in any burial space(s) after 21 years plus a life (defined as 100 years) from purchase, transfer or interment in adjacent spaces commonly owned, whichever is later in time, shall create and establish a presumption that the same has been abandoned; except that this presumption shall not apply when a letter of intent is annually filed by the owner or heir in title with the City Clerk stating the intention to keep specified spaces vacant.

(c) **Notice Required.** Abandonment or reversion by disinterment shall not be deemed complete unless the registered owner(s) or their heirs or assigns shall be notified in writing, mailed to the last known or registered address, by the City ~~Clerk~~. In the event that the address of the owner or owner's heirs cannot be ascertained, then notice of such abandonment shall be published in a newspaper of general circulation in Mesa County at least once a week for four weeks.

The City may thereafter sell, transfer and convey the rights to use the space. The funds derived from any sale of an abandoned space shall be considered as a new grave space.

2.40.210 Compliance with applicable laws.

Besides being subject to these rules and regulations for the City cemeteries, all interments, disinterments and removals are subject to the orders, rules, regulations and laws of the properly constituted authorities of the City and State.

(a) **Authorization for Interment.** The City reserves the right to refuse burial in any burial space if complete, correct and proper procedures are not followed or the death is suspicious and under criminal investigation.

(b) **Facsimile, Electronic, and Telephone Authorization.** The City may but shall not be obligated to complete certificates of transfer, endowment contracts or any or all other applications, contracts or paperwork via facsimile, electronic means, or telephone. The City shall not be held responsible for any order given by telephone, facsimile, other electronic means, or for any mistake occurring from the want of precise and proper telephonic, electronic and/or facsimile transmissions. Any changes, adjustments or corrections necessitated by such mistakes shall be at the expense of the burial space owner or the owner's agent.

(c) **Burial Permits Issued.** The Mesa County Bureau of Vital Statistics or other appropriate agencies shall issue a burial permit addressed to the City Clerk. No burial shall take place without a burial permit from the appropriate agency. In the case of cremated remains, such burial permit will accompany the body to the crematorium.

2.40.220 Time and notice of interments.

~~The~~ right is reserved by the City to insist upon notice at least 24 hours prior to any cremation or interment, and at least 10 days' notice prior to any disinterment or removal. Any exceptions must be approved by the City Manager's designee~~emetery Supervisor~~.

All interments, disinterments and removals must be arranged for in advance, but no interments, disinterments, removals, cremation or interment service shall be permitted on the Saturday or Sunday before or on Memorial Day. Exceptions may be granted for extenuating circumstances by the City Manager's designee~~Clerk~~; however, the additional grave opening fee for Sundays and holidays will be charged.

2.40.230 Conditions for interment.

(a) **No Interment Unless Paid in Full.** No interment shall be permitted or memorial placed in or on any space not fully paid for. A promissory note or installment contract for purchase shall not be considered as payment and no rights shall be acquired by the burial space purchaser of said interment or interments until such is fully paid for in good funds. The City Manager's designee~~Clerk~~ may accept from the legal representative of a deceased a bond or other surety or guaranty of payment.

(b) **More Than One Body.** Not more than one body, or the remains of more than one body, shall be interred in one grave, vault, crypt or niche; however, with the written consent of the City Manager's designee~~Clerk~~, with the consent attached to the certificate of ownership, the remains of an infant may be buried in the grave space with the parent or cremated remains may be placed in the same grave, crypt or

niche with one adult or infant burial or other cremated remains; provided, proper identification is made of such interment or interments on one crypt, niche, memorial or marker; and provided, the appropriate fees have been paid. In no event shall more than five remains be allowed in one full size space (four feet by 10 feet approximately).

(c) [No interments, including cremated remains, shall be buried in a grave space without a vault.](#)

2.40.290 Removal of bodies prior to interment.

Once a casket containing a body is within the confines of the cemetery and has been accepted for interment by the City [Manager's designee Cemetery Supervisor](#), no funeral director, embalmer, assistant, employee or agent, nor any cemetery employee shall remove or permit the removal of the casket or body contained therein without the written consent of a member of the immediate family, nearest of kin, legal representative of the deceased or without a court order. A casket containing a body cannot be accepted for interment by the City [Manager's designee Cemetery Supervisor](#) until the [City supervisor](#) receives a signed, properly completed burial order form and burial permit for the deceased.

2.40.430 Responsibility for monument/memorial placement, foundation and bases.

(a) Foundations for memorials must be built of concrete, solid masonry or granite to the satisfaction of the City [Manager's designee cemetery Supervisor](#). Foundations for above-grade memorials shall be the length and at least the width of the memorial to be placed. The foundation shall be at least four inches deep. The top of the foundation shall be flush with the ground and have a six-inch square apron around the memorial.

(b) Monument/memorial placement is the sole and absolute responsibility and liability of the company, person, employee or agent selling and placing the monument. Such liability and responsibility shall include safety of the public and cemetery personnel as well as liability for damage to other monuments, memorials, plantings, trees and cemetery equipment while in, on or installing a monument or memorial.

(c) Monument companies' installer(s) shall fully cover foundation holes, if left unattended, with a material strong enough to withstand 300 pounds of weight and must place orange safety cones around the hole.

(d) Where an existing foundation must be removed in order to add a new burial, the cost of replacing the foundation and memorial shall be the owner's responsibility.

(e) Bases for monuments, markers or other memorials must be squared. No wedging will be permitted. The base must be rock pitch (rough cut) at least four inches above the ground. If smooth cut, the corners must be rounded. The City accepts no responsibility for any damage incurred to such bases.

(f) Vases or urns made of metal or other nonbreakable material may be attached to the granite or marble base, or may be placed into the foundation.

2.40.440 Installation.

(a) Persons engaged in erecting monuments shall not attach ropes to other monuments or trees. They shall not scatter any material, to include soil or waste material, over adjacent lots or to leave the same on the ground longer than is absolutely necessary. They are required to set work as soon as possible after

entering the cemetery. They shall be financially responsible for any damage done by them to other monuments, the grass, trees, or any other object whatsoever in the cemetery. Monument companies shall annually file with the City ~~Manager's designee~~Clerk a certificate of liability insurance in an amount determined by the City Council, which in no event shall be less than \$500,000. The monument companies shall also annually file proof of Colorado employee's liability (or worker's compensation insurance). If there are no employees, a waiver of worker's compensation, in a form as required by the City Attorney, shall be permitted. If the certificate of liability insurance or proof of the worker's compensation coverage for a monument company is not on file with the City or if the insurance policies are not in effect, then the monument company shall not do any work or activity in a City cemetery.

(b) Monument installers within the immediate vicinity of a funeral shall suspend their labors until the conclusion of the funeral service.

(c) Monument companies and others, including but not limited to stone masons, monument purveyors and employees or agents thereof, are prohibited from placing their names on any work, monument or memorial.

(d) No memorial work shall be done in the cemetery on Sundays or holidays. Advance approval shall be required from the City ~~Manager's designee~~~~cemetery Supervisor~~ for memorial work to take place on the Saturday before Memorial Day. The placement of floral pieces, flowers, flags or other nonpermanent commemoration is permissible without advance authorization.

(e) City Manager's designee may deny a monument company to do any work or activity in a City cemetery if the designee determines that it is not in the best interest of the cemetery.

2.40.510 Grave care.

(a) **Perpetual Care.** Perpetual care as supported by the endowment fund shall be held to mean:

- (1) Cutting of the grass at reasonable intervals;
- (2) Raking, cleaning and watering at reasonable intervals;
- (3) Reseeding or resodding, if necessary;
- (4) Machine trimming as closely as possible around markers, monuments and memorials at reasonable intervals; and
- (5) Removal of seedlings, saplings and weeds from, on and around monuments and markers;
- (6) It shall also be held to mean the general preservation of the cemetery roads, walks, fences, plantings and the pruning of shrubs and trees to the end that the cemetery shall remain and be reasonably cared for as a cemetery;

(7) Perpetual care shall not be construed as meaning the maintenance, repair or resetting of any grave marker or memorial placed upon any lot or grave space. Neither does the term "perpetual care" mean doing of any special or unusual work on any lot nor the reconstruction of any marble, granite, bronze, concrete or stone work or rebuilding or repair of any monument, memorial or marker damaged by the elements, an act of God, common enemy, thieves, vandals, strikes, malicious mischief, unavoidable accidents, invasions, insurrections or riot whether the damage be direct or collateral, other than as herein provided.

(b) **Planting.** The [City Manager's designee cemetery Supervisor](#) shall have charge of the planting of trees and shrubs in accordance with appropriate ornamentation of the grounds. No trees, spreading plants or shrubbery shall be planted or grown on the lots or spaces. Roses and certain evergreens, as determined by [City Manager's designee supervisor](#), may be planted in blocks specifically authorizing them but only by cemetery personnel.

(c) **Grading of Lots.**

(1) In order to produce a pleasing effect and to ensure proper drainage, the grade of all lots and graves will be determined by the [City Manager's designee cemetery Supervisor](#) and, if need be, may be changed as required.

(2) Grading and digging on the lots by persons other than City employees may be done only under the direction of the [City Manager's designee cemetery Supervisor](#).

(3) All graves will be sodded level. No mounding will be allowed on any grave.

(d) **Unauthorized Work by Cemetery Employees.** The employees of the cemetery are not permitted to perform any extra work for lot owners except at the direction of the [City Manager's designee cemetery Supervisor](#).

(e) **Ornamental Appurtenances.** No trellises, baskets, boxes, shells, toys, crockery, glassware or other objects are permitted on any lot or grave space, unless specifically authorized by the [City Manager's designee cemetery Supervisor](#). The City is not responsible for any such items and they may be removed by cemetery personnel for maintenance.

(f) **American Flags Allowed.** American flags of small or memorial size may be displayed in any part of the entire cemetery when flags are customarily displayed. The American flag is defined for this purpose as the flag of the United States of America.

(g) **Expense of Maintenance.**

(1) No expense for cleaning a monument necessitated by any cause whatsoever will be assumed by the cemeteries nor paid by the City.

(2) The City shall not be responsible for scratching or chipping of any type of monument or marker resulting from routine maintenance of the cemetery.

(h) **Fences, Enclosures.** No fences, railings, copings or other enclosures shall be permitted around graves.

(i) **Artificial Flowers.**

(1) No plastic flowers, arrangements or wreaths shall be placed in the City cemeteries between April 15th and November 1st each year with the exception of 10 days before and after Memorial Day. On April 15th of each year and 10 days after Memorial Day, City crews will remove all plastic flowers, arrangements and wreaths from grave sites in the City cemeteries.

(2) When placement is allowed, artificial flowers will be permitted in the City cemeteries only when placed in urns or other containers made of some durable material, excluding glass, pottery or other such material which are permanently attached to the foundation base or marker. Urns or containers shall be placed and located so that they will not interfere with or hinder the mowing operations or other care required.

(3) Artificial flowers, when placed in permanent containers and maintained as herein provided, will be allowed in the cemeteries at all times except during those periods as prescribed in this regulation.

(j) **Placement and Removal of Natural Flowers and Wreaths.** Natural flowers and floral arrangements may be placed or used throughout the year. These objects may be removed by the cemetery staff if the objects become injurious to the grass on the grave spaces, unsightly, dilapidated or if they hinder mowing operations or other care of the cemeteries.

(k) **Removal of Articles Considered Objectionable.** The [City Manager's designee cemetery Supervisor](#) may prohibit or remove from lots any article that the [City Manager's designee cemetery Supervisor](#) may consider objectionable.

2.40.520 Visitor regulations.

(a) Entrance into the cemeteries shall be through the designated entrance(s) only.

(b) All persons are welcome to visit the cemeteries during the posted visiting hours while gates are open. Visitors shall at all times be orderly and shall not walk on flower beds or borders. Children shall not run at will in the cemeteries.

(c) All persons are forbidden to pick or remove the flowers or plants without the [City Manager's designee cemetery Supervisor](#)'s permission, or to injure trees or shrubs on any lot or grave, or to injure or deface any monument, vault, structure or other property.

(d) Litter is prohibited; litter, including but not limited to cigarette butts, must be disposed of in trash cans.

(e) No persons with firearms shall enter the cemeteries except for military funerals or similar occasions, and any peace officer, sheriff or other law enforcement officer.

(f) Pets are strictly prohibited, except for seeing eye or other physical assistance dogs on the cemetery grounds; pets shall minimally be confined to vehicles but are generally discouraged from being taken to the cemeteries.

(g) No driving or riding of any vehicle, bicycle or other conveyance shall be allowed on lots or upon the lawns or walks. Physical assistance conveyances are exempt from this provision. All persons driving in the cemeteries shall be responsible for any damage done by them. The speed limit in cemeteries is 10 miles per hour.

(h) The cemeteries are devoted to the interment and repose of the dead. All persons shall show due respect and observe the ordinances, rules and regulations of the City for the use of the cemeteries.

(i) The City cemeteries are not public forums; demonstrations, protests, parades, speeches or other forms of public activities are expressly forbidden in the City cemeteries. Educational activities may be allowed by the ~~Cemetery Supervisor or the~~ City Manager or the City Manager's designee. Nothing shall be construed as prohibiting any funeral service or the uniformed services of the United States, the military forces of the State, or any Colorado law enforcement or fire organization, when the service is approved by the City and held for the purpose of interring remains or honoring the dead.

CITY OF GRAND JUNCTION, COLORADO
ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 2.40 OF THE
GRAND JUNCTION MUNICIPAL CODE REGARDING CEMETERIES**

RECITALS:

The City Council of the City of Grand Junction has reviewed and approved changes to various sections of Chapter 2.40 of the City of Grand Junction's Code of Ordinances to update the Code, eliminating the development fee requirement as it is no longer applicable, and clarifying additional authority to the City Manager and/or the City Manager's designee to require more of monument companies to do work or activity within the cemeteries.

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

The sections of Chapter 2.40 of the City of Grand Junction's Code of Ordinance included herein are hereby amended as follows:

2.40.110 Sale of lots – Certificates of ownership.

(a) The City Manager shall keep accurate record of all burial spaces in the City cemeteries. The City shall sell burial spaces at such price or prices as may be directed by the City Council and contained in the rules and regulations for the City cemeteries. The City Manager shall issue a certificate of ownership to the purchaser of each burial space, which certificate shall contain a description of the burial space, purchase price, the name and address of the space owner and will include statement of perpetual care. The certificate shall state that it represents only a right to be buried and in no way conveys a title to the real estate and shall also state:

(1) The ownership of that right is not transferable without the approval of the City Manager or the City Manager's designee and the reissuance of a new certificate to the new owner of the burial right, except that transfer of ownership may be effected by last will and testament or intestacy as provided for in GJMC [2.40.180](#). All transfers must be recorded by the City and a fee for such transfer as established by resolution of City Council will be charged.

(2) Any transfer of ownership interest by last will and testament or applicable laws of intestacy shall be reported immediately to the City Manager's designee by the person receiving the ownership interest.

(3) All changes in address of the owner shall be reported immediately to the City Manager's designee.

(4) A portion of the purchase price, such portion to be specified, shall be deposited into a trust fund and held as a permanent fund with the income of the fund to be devoted to the perpetual care and keeping of the burial space so endowed, except for spaces in areas designated for the burial of indigent persons. Indigence shall be demonstrated by affidavit or other documentary proof satisfactory to the City Manager's designee.

(5) Prior to the resale of any vacant burial space by the owner to any other individual or to the City, all monuments or markers must be removed at the owner's expense.

(b) The certificate of transfer shall be signed with a facsimile of the City Manager's signature and attested by the signature of the City Clerk under the seal of the City.

2.40.120 Records.

Records of the City, other than the certificate as provided for in GJMC [2.40.110](#), shall show the date of purchase, the name of the purchaser, the description designating the burial right(s) space purchased and the purchase price. Indexing maintained by the City shall permit determination of location of the burial space by location as well as by owner's name.

(a) Certificates of ownership are evidence of ownership of a right to be buried in spaces listed on the certificate.

(b) The owner of a certificate of ownership seeking to reconvey one or more spaces to another shall apply for and obtain a certificate of transfer from the City in the name of the other person. Upon submission of an application to convey the burial space rights, the original certificate of ownership shall be returned, canceled and reissued to the new owner by the City Manager's designee. If any spaces enumerated on the original certificate of ownership are to be retained by the owner, then certificates of ownership shall be reissued by the City Manager's designee for each space in the name of each owner.

(1) Upon application for reconveyance, the applicant shall provide the following information:

(i) The grave space right(s) owned;

(ii) The spaces then used, if any;

(iii) Which owners have been issued a certificate of transfer, if any, for the particular space;

(iv) A statement that the owner truthfully believes that the owner holds and fully controls burial rights to the spaces for which the owner is applying

for certificates of transfer and that the owner does indemnify the City as to all costs should any person(s) other than the transferee named subsequently present a certificate of transfer for the same space or spaces.

(2) Upon submission of a complete application, the City Manager's designee shall investigate and determine:

(i) If any spaces for which certificates of transfer are sought are filled.

(ii) If any spaces are held by persons or firms other than the current certificate of ownership holder.

(3) The City Manager's designee shall then issue the certificate(s) of ownership to the person(s) indicated by the then owner; however, any title impairment affecting the ownership of the burial right(s) shall be noted upon the respective certificate of ownership. If any space is unendowed (except in areas platted for burial of indigent persons), then the endowment then payable shall be paid prior to the reissuance of the new certificate of ownership. A record containing the application, the investigation results and a copy of the certificate(s) of transfer along with the chain of title notations, if any, shall be retained by the City.

(c) The City may purchase back any unused certificate of ownership or any unused portion thereof under the terms and conditions listed below. The City Manager's designee shall purchase only those spaces for which ownership is clear. The City Manager's designee shall require an application for all purchase back requests. Upon submission of a completed application to the City Manager's designee and upon completion of the City Manager's designee's investigation, the City may purchase the certificate of ownership for any number of spaces identified on the certificate, except that the City shall not purchase spaces already filled, nor spaces where an apparently valid certificate of ownership remains outstanding. The purchase back price shall be the original purchase price including development fee if paid, not to exceed the current prices and exclusive of the endowment fee less the following:

(1) Twenty-five percent of the total current purchase price, excluding the endowment fee, or \$50.00, whichever is greater, shall be retained as administrative cost.

(2) In no case will the City buy back any space for more than the price of the lot and development fee, if any, at the time of purchase. The endowment fee will not be refunded.

(3) If a current installment contract for payment exists, the City shall retain 25 percent of the amount paid excluding the pro rata share of the endowment fee, or \$50.00, whichever is greater.

(d) Certificate of ownership holders may consent to the burial of any deceased person. Such consent shall be in the form of an affidavit signed and notarized and shall bear the signature of at least one owner as shown on the certificate of ownership.

(e) **Lost Certificate of Ownership.** The owner may apply for a lost title upon payment of a fee established by resolution of the City Council.

2.40.160 Repealed.

2.40.170 Rights of burial space owners.

(a) **Interment Rights.** All lots, grave spaces and burial spaces conveyed shall be considered as a grant of a right by the City to the grantee for the purpose of burial, shall be presumed to be the sole and separate burial right of the person named as grantee; however, a grantee may inter the grantee's deceased immediate family member in the space, in accordance with the rules and regulations and fee schedule at the time of interment of spouse, child, mother, father or sibling. The burial of animals shall not be allowed.

(b) **Consent to Burial.** Upon the death of any other relative than listed above or nonrelative, the owner of a certificate of ownership may convey the right to burial in the space enumerated on the owner's certificate. The consent shall be evidenced by an approved certificate of transfer, which certificate shall be available only from the City Manager's designee. A certified death certificate shall be presented at the time of issuance of a certificate of transfer to a decedent by the City Manager's designee. Once burial occurs, the body may be disinterred only with an authorization pursuant to GJMC [2.40.310](#). Upon disinterment, burial rights for the space shall remain in the name of the certificate of transfer holder. The City shall maintain records of all burials.

(c) **Right of Descent.** Upon the death of the owner, any unused burial spaces shall pass as provided in the owner's last will and testament to the owner's beneficiaries. Any unused burial spaces not effectively disposed of by the owner's last will and testament or otherwise shall pass to the owner's heirs as prescribed by the Colorado Probate Code.

(d) **Official Records.** The official records of burial space owners shall be maintained by the City Clerk, and each burial space owner shall be registered by name and address. Such registration shall be the final governing record in determination of burial rights ownership.

(e) **No Transfer Without Consent.** No burial spaces shall be transferable except with compliance with the procedures of the City Manager or as provided by law.

(f) **Change of Address.** It shall be the duty of each and every burial rights owner to keep the City Manager's designee fully informed as to the owner's mailing address and to notify said City Manager's designee as to any changes thereof. Notice sent to any

burial space owner at the last registered address on file with the City Manager's designee shall be considered sufficient and proper legal notice.

(g) **Right to Ingress and Egress Reserved.** The City reserves to itself, and to those lawfully within the cemetery, a perpetual right to enter and to leave and conduct any lawful activity on or over any burial space and/or for passage to and from other spaces.

(h) **No Right Granted in Alleyways.** No easement or right of interment is granted to any burial space rights owner in any road, drive, alley or walk within the cemetery, but such road, drive, alley or walk may be used as a means of access to the cemetery grounds or buildings as long as the cemetery uses the accessways for that purpose.

2.40.180 Transfer of ownership.

(a) **Method of Transfer.** The transfer of right or any interest in any burial space shall be made only on forms provided by the City.

(b) **Consent and Approval.** No transfer of any burial space shall be valid without the consent, in writing, of the City Manager's designee and endorsed upon such a transfer and thereafter recorded on the books of the City.

(c) **Time of Recognition.** A certificate of transfer, in order to be valid, must be proper on its face and it must also be delivered to the grantee or some third person during the lifetime of the grantor, with the full intent to divest the grantor of grantor's interest. The transfer must also be presented to, approved by and transferred upon the record of the City during the lifetime of the grantor; provided, however, that a transfer may also be made by the grantor in a last will and testament, or by the applicable laws of intestacy. An affidavit stating the applicant for the transfer is the heir must be submitted along with a copy of the will and application for transfer.

(d) **Indebtedness.** The City may refuse to consent to a transfer of any burial space so long as there is any indebtedness due thereon by the registered owner thereof.

(e) **Care and Maintenance Must Be Provided.** Except for areas designated for the burial of indigent persons, no transfer of any burial space or interment right therein shall be approved and registered upon the books of the City nor shall interments therein be permitted until provision shall have been made for care and maintenance of such space by payment of the endowment amount specified in the rules and regulations for City cemeteries. This provision shall not apply to burial spaces conveyed by the City for which perpetual care endowment has been already provided.

(f) **Transfer Charges.** All conveyances or transfers of rights in any burial space shall be subject to a charge fixed, from time to time, by resolution of the City Council, which charge must be paid when the transfer request is received for filing by the City Manager's designee.

2.40.190 Abandoned burial spaces.

(a) **Reversion.** The ownership or right in or to any unoccupied cemetery burial space shall upon disinterment and subsequent abandonment revert to the City.

(b) **Presumption.** Failure to inter in any burial space(s) after 21 years plus a life (defined as 100 years) from purchase, transfer or interment in adjacent spaces commonly owned, whichever is later in time, shall create and establish a presumption that the same has been abandoned; except that this presumption shall not apply when a letter of intent is annually filed by the owner or heir in title with the City stating the intention to keep specified spaces vacant.

(c) **Notice Required.** Abandonment or reversion by disinterment shall not be deemed complete unless the registered owner(s) or their heirs or assigns shall be notified in writing, mailed to the last known or registered address, by the City. In the event that the address of the owner or owner's heirs cannot be ascertained, then notice of such abandonment shall be published in a newspaper of general circulation in Mesa County at least once a week for four weeks.

The City may thereafter sell, transfer and convey the rights to use the space. The funds derived from any sale of an abandoned space shall be considered as a new grave space.

2.40.210 Compliance with applicable laws.

Besides being subject to these rules and regulations for the City cemeteries, all interments, disinterments and removals are subject to the orders, rules, regulations and laws of the properly constituted authorities of the City and State.

(a) **Authorization for Interment.** The City reserves the right to refuse burial in any burial space if complete, correct and proper procedures are not followed or the death is suspicious and under criminal investigation.

(b) **Facsimile, Electronic, and Telephone Authorization.** The City may but shall not be obligated to complete certificates of transfer, endowment contracts or any or all other applications, contracts or paperwork via facsimile, electronic means, or telephone. The City shall not be held responsible for any order given by telephone, facsimile, other electronic means, or for any mistake occurring from the want of precise and proper telephonic, electronic and/or facsimile transmissions. Any changes, adjustments or corrections necessitated by such mistakes shall be at the expense of the burial space owner or the owner's agent.

(c) **Burial Permits Issued.** The Mesa County Bureau of Vital Statistics or other appropriate agencies shall issue a burial permit addressed to the City Clerk. No burial shall take place without a burial permit from the appropriate agency. In the case of cremated remains, such burial permit will accompany the body to the crematorium.

2.40.220 Time and notice of interments.

The right is reserved by the City to insist upon notice at least 24 hours prior to any cremation or interment, and at least 10 days' notice prior to any disinterment or removal. Any exceptions must be approved by the City Manager's designee.

All interments, disinterments and removals must be arranged for in advance, but no interments, disinterments, removals, cremation or interment service shall be permitted on the Saturday or Sunday before or on Memorial Day. Exceptions may be granted for extenuating circumstances by the City Manager's designee; however, the additional grave opening fee for Sundays and holidays will be charged.

2.40.230 Conditions for interment.

(a) **No Interment Unless Paid in Full.** No interment shall be permitted or memorial placed in or on any space not fully paid for. A promissory note or installment contract for purchase shall not be considered as payment and no rights shall be acquired by the burial space purchaser of said interment or interments until such is fully paid for in good funds. The City Manager's designee may accept from the legal representative of a deceased a bond or other surety or guaranty of payment.

(b) **More Than One Body.** Not more than one body, or the remains of more than one body, shall be interred in one grave, vault, crypt or niche; however, with the written consent of the City Manager's designee, with the consent attached to the certificate of ownership, the remains of an infant may be buried in the grave space with the parent or cremated remains may be placed in the same grave, crypt or niche with one adult or infant burial or other cremated remains; provided, proper identification is made of such interment or interments on one crypt, niche, memorial or marker; and provided, the appropriate fees have been paid. In no event shall more than five remains be allowed in one full size space (four feet by 10 feet approximately).

(c) No interments, including cremated remains, shall be buried in a grave space without a vault.

2.40.290 Removal of bodies prior to interment.

Once a casket containing a body is within the confines of the cemetery and has been accepted for interment by the City Manager's designee, no funeral director, embalmer, assistant, employee or agent, nor any cemetery employee shall remove or permit the removal of the casket or body contained therein without the written consent of a member of the immediate family, nearest of kin, legal representative of the deceased or without a court order. A casket containing a body cannot be accepted for interment by the City Manager's designee until the City receives a signed, properly completed burial order form and burial permit for the deceased.

2.40.430 Responsibility for monument/memorial placement, foundation and bases.

- (a) Foundations for memorials must be built of concrete, solid masonry or granite to the satisfaction of the City Manager's designee. Foundations for above-grade memorials shall be the length and at least the width of the memorial to be placed. The foundation shall be at least four inches deep. The top of the foundation shall be flush with the ground and have a six-inch square apron around the memorial.
- (b) Monument/memorial placement is the sole and absolute responsibility and liability of the company, person, employee or agent selling and placing the monument. Such liability and responsibility shall include safety of the public and cemetery personnel as well as liability for damage to other monuments, memorials, plantings, trees and cemetery equipment while in, on or installing a monument or memorial.
- (c) Monument companies' installer(s) shall fully cover foundation holes, if left unattended, with a material strong enough to withstand 300 pounds of weight and must place orange safety cones around the hole.
- (d) Where an existing foundation must be removed in order to add a new burial, the cost of replacing the foundation and memorial shall be the owner's responsibility.
- (e) Bases for monuments, markers or other memorials must be squared. No wedging will be permitted. The base must be rock pitch (rough cut) at least four inches above the ground. If smooth cut, the corners must be rounded. The City accepts no responsibility for any damage incurred to such bases.
- (f) Vases or urns made of metal or other nonbreakable material may be attached to the granite or marble base, or may be placed into the foundation.

2.40.440 Installation.

- (a) Persons engaged in erecting monuments shall not attach ropes to other monuments or trees. They shall not scatter any material, to include soil or waste material, over adjacent lots or to leave the same on the ground longer than is absolutely necessary. They are required to set work as soon as possible after entering the cemetery. They shall be financially responsible for any damage done by them to other monuments, the grass, trees, or any other object whatsoever in the cemetery. Monument companies shall annually file with the City Manager's designee a certificate of liability insurance in an amount determined by the City Council, which in no event shall be less than \$500,000. The monument companies shall also annually file proof of Colorado employee's liability (or worker's compensation insurance). If there are no employees, a waiver of worker's compensation, in a form as required by the City Attorney, shall be permitted. If the certificate of liability insurance or proof of the worker's compensation coverage for a monument company is not on file with the City or

if the insurance policies are not in effect, then the monument company shall not do any work or activity in a City cemetery.

(b) Monument installers within the immediate vicinity of a funeral shall suspend their labors until the conclusion of the funeral service.

(c) Monument companies and others, including but not limited to stone masons, monument purveyors and employees or agents thereof, are prohibited from placing their names on any work, monument or memorial.

(d) No memorial work shall be done in the cemetery on Sundays or holidays. Advance approval shall be required from the City Manager's designee for memorial work to take place on the Saturday before Memorial Day. The placement of floral pieces, flowers, flags or other nonpermanent commemoration is permissible without advance authorization.

(e) City Manager's designee may deny a monument company to do any work or activity in a City cemetery if the designee determines that it is not in the best interest of the cemetery.

2.40.510 Grave care.

(a) **Perpetual Care.** Perpetual care as supported by the endowment fund shall be held to mean:

- (1) Cutting of the grass at reasonable intervals;
- (2) Raking, cleaning and watering at reasonable intervals;
- (3) Reseeding or resodding, if necessary;
- (4) Machine trimming as closely as possible around markers, monuments and memorials at reasonable intervals; and
- (5) Removal of seedlings, saplings and weeds from, on and around monuments and markers;
- (6) It shall also be held to mean the general preservation of the cemetery roads, walks, fences, plantings and the pruning of shrubs and trees to the end that the cemetery shall remain and be reasonably cared for as a cemetery;
- (7) Perpetual care shall not be construed as meaning the maintenance, repair or resetting of any grave marker or memorial placed upon any lot or grave space. Neither does the term "perpetual care" mean doing of any special or unusual work on any lot nor the reconstruction of any marble, granite, bronze, concrete or stone work or rebuilding or repair of any monument, memorial or marker damaged by the elements, an act of God, common enemy, thieves,

vandals, strikes, malicious mischief, unavoidable accidents, invasions, insurrections or riot whether the damage be direct or collateral, other than as herein provided.

(b) **Planting.** The City Manager's designee shall have charge of the planting of trees and shrubs in accordance with appropriate ornamentation of the grounds. No trees, spreading plants or shrubbery shall be planted or grown on the lots or spaces. Roses and certain evergreens, as determined by City Manager's designee, may be planted in blocks specifically authorizing them but only by cemetery personnel.

(c) **Grading of Lots.**

(1) In order to produce a pleasing effect and to ensure proper drainage, the grade of all lots and graves will be determined by the City Manager's designee and, if need be, may be changed as required.

(2) Grading and digging on the lots by persons other than City employees may be done only under the direction of the City Manager's designee.

(3) All graves will be sodded level. No mounding will be allowed on any grave.

(d) **Unauthorized Work by Cemetery Employees.** The employees of the cemetery are not permitted to perform any extra work for lot owners except at the direction of the City Manager's designee.

(e) **Ornamental Appurtenances.** No trellises, baskets, boxes, shells, toys, crockery, glassware or other objects are permitted on any lot or grave space, unless specifically authorized by the City Manager's designee. The City is not responsible for any such items and they may be removed by cemetery personnel for maintenance.

(f) **American Flags Allowed.** American flags of small or memorial size may be displayed in any part of the entire cemetery when flags are customarily displayed. The American flag is defined for this purpose as the flag of the United States of America.

(g) **Expense of Maintenance.**

(1) No expense for cleaning a monument necessitated by any cause whatsoever will be assumed by the cemeteries nor paid by the City.

(2) The City shall not be responsible for scratching or chipping of any type of monument or marker resulting from routine maintenance of the cemetery.

(h) **Fences, Enclosures.** No fences, railings, copings or other enclosures shall be permitted around graves.

(i) **Artificial Flowers.**

(1) No plastic flowers, arrangements or wreaths shall be placed in the City cemeteries between April 15th and November 1st each year with the exception of 10 days before and after Memorial Day. On April 15th of each year and 10 days after Memorial Day, City crews will remove all plastic flowers, arrangements and wreaths from grave sites in the City cemeteries.

(2) When placement is allowed, artificial flowers will be permitted in the City cemeteries only when placed in urns or other containers made of some durable material, excluding glass, pottery or other such material which are permanently attached to the foundation base or marker. Urns or containers shall be placed and located so that they will not interfere with or hinder the mowing operations or other care required.

(3) Artificial flowers, when placed in permanent containers and maintained as herein provided, will be allowed in the cemeteries at all times except during those periods as prescribed in this regulation.

(j) **Placement and Removal of Natural Flowers and Wreaths.** Natural flowers and floral arrangements may be placed or used throughout the year. These objects may be removed by the cemetery staff if the objects become injurious to the grass on the grave spaces, unsightly, dilapidated or if they hinder mowing operations or other care of the cemeteries.

(k) **Removal of Articles Considered Objectionable.** The City Manager's designee may prohibit or remove from lots any article that the City Manager's designee may consider objectionable.

2.40.520 Visitor regulations.

(a) Entrance into the cemeteries shall be through the designated entrance(s) only.

(b) All persons are welcome to visit the cemeteries during the posted visiting hours while gates are open. Visitors shall at all times be orderly and shall not walk on flower beds or borders. Children shall not run at will in the cemeteries.

(c) All persons are forbidden to pick or remove the flowers or plants without the City Manager's designee's permission, or to injure trees or shrubs on any lot or grave, or to injure or deface any monument, vault, structure or other property.

(d) Litter is prohibited; litter, including but not limited to cigarette butts, must be disposed of in trash cans.

(e) No persons with firearms shall enter the cemeteries except for military funerals or similar occasions, and any peace officer, sheriff or other law enforcement officer.

(f) Pets are strictly prohibited, except for seeing eye or other physical assistance dogs on the cemetery grounds; pets shall minimally be confined to vehicles but are generally discouraged from being taken to the cemeteries.

(g) No driving or riding of any vehicle, bicycle or other conveyance shall be allowed on lots or upon the lawns or walks. Physical assistance conveyances are exempt from this provision. All persons driving in the cemeteries shall be responsible for any damage done by them. The speed limit in cemeteries is 10 miles per hour.

(h) The cemeteries are devoted to the interment and repose of the dead. All persons shall show due respect and observe the ordinances, rules and regulations of the City for the use of the cemeteries.

(i) The City cemeteries are not public forums; demonstrations, protests, parades, speeches or other forms of public activities are expressly forbidden in the City cemeteries. Educational activities may be allowed by the City Manager or the City Manager's designee. Nothing shall be construed as prohibiting any funeral service or the uniformed services of the United States, the military forces of the State, or any Colorado law enforcement or fire organization, when the service is approved by the City and held for the purpose of interring remains or honoring the dead.

Any section not included herein from Chapter 2.40 shall remain in full force and effect.

INTRODUCED on first reading the 2nd day of October, 2013 and ordered published in pamphlet form.

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

President of City Council

ATTEST:

City Clerk



Attach 10

CITY COUNCIL AGENDA ITEM

Date: Sept. 6, 2013

Author: Jamie B. Beard

Title/ Phone Ext: Assistant City Attorney,
X4032

Proposed Schedule: 1st Reading : Oct. 2,
2013

2nd Reading: October 16, 2013

File # (if applicable): _____

Subject: Amendment to Chapter 8.32 of the Grand Junction Municipal Code Relative to Forestry Licensing
Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of Proposed Ordinance
Presenter(s) Name & Title: Tom Ziola, Forestry/Horticulture/Cemetery Supervisor

Executive Summary:

Changes to Section 8.32.110 of the Grand Junction Municipal Code are proposed to clarify and update requirements for a license to engage in the business of cutting, pruning, trimming or removing, and/or spraying of trees (collectively Tree Maintenance).

Background, Analysis and Options:

The Forestry Board with the assistance of City Staff has discussed and considered issues that have arisen over the last few years concerning businesses operating within the City limits without a license or not maintaining a qualified competent person to supervise and/or do the work authorized under a license. The discussions included a person/companies liabilities and responsibilities for providing services to a citizen of the City regarding the care of trees. The proposed changes to Section 8.32.110 come out of those discussions. The proposed changes are believed to be the minimum necessary to protect the trees within the City and in turn protect the citizens who hire the persons/companies providing such services.

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

The proposed Section 8.32.110 does not impact or affect the goals and policies of the Comprehensive Plan.

Board or Committee Recommendation: The Forestry Board reviewed the proposal at their August 9, 2013 meeting and recommended the changes be made.

Financial Impact/Budget: None

Legal issues: The City Attorney has prepared the ordinance, reviewed and approved the proposed changes.

Other issues: The Forestry Division plans on contacting all licensed tree care providers and landscape maintenance contractors to make them aware of the requirement updates for licensing. Forestry Staff will also work with the City Public Information Officer to communicate the updates requirements through releases to the press such as the "Glad You Asked".

Previously presented or discussed: First Reading of the Proposed Ordinance was on October 2, 2013

Attachments:

Present Section 8.32.110

Proposed Ordinance

Section Proposed to be replaced

8.32.110 License required.

- (a) No person shall engage in the business of cutting, pruning, removing, trimming or spraying of trees in the City without first obtaining from the Forestry Board a license each year authorizing such person to engage in such business.
- (b) The license required by this section shall be issued in the manner and form and subject to the conditions and regulations prescribed by Chapter [5.04](#) GJMC.
- (c) The applicant receiving a license under this section shall pay an annual license fee as established by resolution of the City Council and on file in the City Clerk's office beginning January 1st of each year.
- (d) Every license issued under this section shall show on its face the types, classification or kinds of services for which the licensee is licensed and authorized to perform. All motor vehicles and other major equipment of any person licensed under this section used in conducting the licensed business shall be clearly identified with the name of the licensee and the license number.
- (e) No license shall be issued under this section until the applicant therefor has presented to the City Manager a satisfactory public liability insurance policy covering all proposed operations of the applicant in such business in the City in the sum of at least \$150,000 for the injury or death of any one person; \$600,000 for the injury or death of any number of persons in any one accident; and \$75,000 for damage to property. Such policy may allow the first \$100.00 of liability to be deductible. Such insurance policy must be prepared for at least the term of the license and shall require at least 30 days' advance notice to the City before cancellation. In the event of the cancellation or termination of any such required insurance policy during the licensed term, the license shall be terminated and the holder thereof shall surrender such license to the City Manager unless the licensee presents to the City Manager a substitute insurance policy meeting the requirements of this section.

CITY OF GRAND JUNCTION, COLORADO
ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING SECTION 8.32.110 OF THE
GRAND JUNCTION MUNICIPAL CODE REGARDING LICENSE TO ENGAGE IN THE
BUSINESS OF CUTTING, PRUNING, TRIMMING OR REMOVING, OR SPRAYING
TREES**

RECITALS:

The City Council of the City of Grand Junction has reviewed and approved changes to Section 8.32.110 of the City of Grand Junctions Code of Ordinances relating to the requirements for one to engage in the business of cutting, pruning, trimming or removing, or spraying trees (collectively Tree Maintenance) in the City of Grand Junction. City Council finds that the changes as proposed are beneficial to the health, safety, and welfare of the citizens of the community with the proper care of trees.

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

Section 8.32.110 of the Grand Junction Municipal Code is repealed and replaced with the following language:

8.32.110 License required.

(a) No person shall engage in the business of cutting, pruning, trimming or removing, and/or spraying of trees (collectively Tree Maintenance) in the City without first obtaining an annual license from the Forestry Board authorizing the person to engage in such business. Tree Maintenance licenses may be issued to a person or to a business entity. If the person who completes the examination in accordance with Section 2.36.030 for or on behalf of a business entity leaves the employ of the business entity, then another responsible person shall be required to take and pass the examination within 14 days. A person taking/passing an examination for or on behalf of a business entity shall not be deemed to be a licensee after he/she leaves the employ of the business on whose behalf he/she took the examination. A person may hold a license only if he/she complies with all of the conditions of licensure; failure to continuously maintain compliance shall cause the license to be void.

(b) It shall be unlawful for any business entity to conduct or offer to conduct Tree Maintenance in the City unless at least one person within each crew performing and/or offering to perform Tree Maintenance is licensed by the City.

(c) The license required by this section shall establish minimum qualifications and competency. The manner and form of the license and the conditions and regulations imposed thereon are prescribed by Section 2.36.030 and Chapter [5.04](#) GJMC.

(d) The annual license fee shall be established by resolution of the City Council and be on file in the City Clerk's office beginning January 1st of each year.

(e) Every license shall show on its face the type(s) and classification or kind(s) of Tree Maintenance services that the licensee may perform.

(f) All motor vehicles and major equipment (chippers, stump grinders, trailers etc.) used in conducting Tree Maintenance services shall be clearly identified with the name of the licensee and the license number.

(g) No license shall be issued until the applicant therefor has presented to the City Manager a satisfactory liability insurance policy by a company licensed and duly operating lawfully in the State of Colorado covering all proposed operations of the applicant in such business in the City, including Colorado employee's liability (or worker's compensation insurance). The liability policy shall minimally provide coverage in the sum of at least \$350,000 for the injury or death of any one person; \$990,000 for the injury or death of any number of persons in any one accident; and \$150,000 for damage to property. The policy may allow the first \$1000.00 of liability to be deductible. The policies must be valid for at least the term of the license and shall require at least 30 days' advance notice to the City before cancellation. If there are no employees of the company, a waiver of worker's compensation, in a form acceptable to the City Attorney, shall be permitted. In the event of the cancellation or termination of any such required insurance policy during the licensed term, the license shall be terminated and the holder thereof shall surrender such license to the City Manager unless the licensee presents to the City Manager a substitute insurance policy meeting the requirements of this section.

Effective Date: The new provisions will be effective January 1, 2014.

INTRODUCED on first reading the 2nd day of October, 2013 and ordered published in pamphlet form.

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

President of City Council

ATTEST:

City Clerk