

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

WEDNESDAY, FEBRUARY 7, 2001, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation - Jim Hale, Spirit of Life Christian Fellowship

PRESENTATION

PAT KENNEDY AND PAUL NELSON, RIVERFRONT FOUNDATION, TO PRESENT CHECK TO CITY COUNCIL FOR LAND PURCHASE ON BLUE HERON TRAIL

APPOINTMENTS

APPOINTMENTS TO THE VISITORS AND CONVENTION BUREAU BOARD OF DIRECTORS

PRESENTATION OF CERTIFICATES OF APPOINTMENT

PRESENTATION OF CERTIFICATES OF APPOINTMENT TO NEWLY APPOINTED MEMBERS OF THE GRAND JUNCTION BOARD OF APPEALS

CITIZEN COMMENTS

***** CONSENT CALENDAR *****

1. **Minutes of Previous Meetings** [Attach 1](#)
Action: Approve the Summary of the January 15, 2001 Workshop and the Minutes of the January 17, 2001 Regular Meeting
2. **Notice of Election and Acceptance of Written Mail Ballot Plan** [Attach 2](#)

Both the Charter and the Municipal Election Code have specific publication requirements for the election notice. The proposed notice contained within the resolution being presented meets those requirements.

The Secretary of State Rules for mail ballot elections require that the written mail ballot plan be submitted to the governing body. No action is required on the part of the City Council.

Resolution No. 7-01 - A Resolution Setting Forth the Notice of Election for the Regular Municipal Election to be Held on April 3, 2001 in the City of Grand Junction

**Action: Adopt Resolution No. 7-01*

Staff presentation: Stephanie Nye, City Clerk

3. **Accepting a Portion of Mesa County's Private Activity Bond Allocation**

[Attach 3](#)

The City of Grand Junction, as well as Mesa County, received a Private Activity Bond (PAB) allocation from the State of Colorado Department of Local Affairs for 2001. The bond authority can be used on a tax-exempt basis for various private purposes. A small manufacturing firm has expressed interest in using the City's allocation as well as a portion of the County's. This resolution would formally accept the assignment from Mesa County for a portion of their PAB allocation.

Resolution No. 8-01 – A Resolution by the City of Grand Junction Accepting the Assignment from Mesa County, Colorado, of a Portion of their Private Activity Bond Allocation Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act

**Action: Adopt Resolution No. 8-01*

Staff presentation: Ron Lappi, Administrative Services Director

4. **2001 Animal Control Agreement with Mesa County**

[Attach 4](#)

The City has had an ongoing, annually renewable agreement with Mesa County for the control of dogs within the city limits. The City pays Mesa County a percentage of the Animal Control budget based upon the City's percent of total calls for service. The City's share of the budget for 2001 is \$165,208 (38.47%). Payments are made to the County on a quarterly basis. The amount requested for the 2001 budget is a decrease of \$7,851 from the amount paid in 2000, attributable to a reduction in the City's percentage of calls for service as well as fewer capital improvement projects planned for the facility in 2001. The 2001 budget for

this item has a shortfall of \$5,165. That amount is requested from contingency funds.

Action: Authorize the City Manager to Sign the 2001 Animal Control Agreement with Mesa County in the Amount of \$165,208 and Authorize Contingency Funds in the Amount of \$5,165 to Increase the 2001 Budget

Staff presentation: Lt. Robert Knight, Police Department

5. **Intergovernmental Agreement for the Grand Junction Fire Department to Provide Services Outside the City of Grand Junction (DERA/SARA)**

[Attach 5](#)

The DERA (Designated Emergency Response Authority) services are for response to accidents involving the release of hazardous materials. The SARA program (Superfund Amendment Reauthorization Act) involves collection of information regarding storage, handling and manufacturing of hazardous materials.

Action: Authorize the Mayor to Sign the City/County Intergovernmental Agreement for the Grand Junction Fire Department to Provide Services Outside the City of Grand Junction

Staff presentation: Jim Bright, Operations Officer

6. **Accepting Energy Impact Funds for Two Rivers Expansion Project**

[Attach 6](#)

The State of Colorado Department of Local Affairs has awarded two \$300,000 grants to the City of Grand Junction to assist with the preparation of plans, specifications, design, construction and renovation of Two Rivers Convention Center.

Resolution No. 9-01 – A Resolution Authorizing the Mayor to Sign Two Separate \$300,000 Grant Contracts with the State of Colorado's Department of Local Affairs for the Renovation of Two Rivers Convention Center

**Action: Adopt Resolution No. 9-01*

Staff presentation: Joe Stevens, Parks & Recreation Director

7. **Purchase of 2001 Mack Solid Waste Truck**

[Attach 7](#)

This purchase is to replace unit #409, 1992 Ford solid waste truck. Initially this truck was to be replaced in 2000, but was used one additional year to accrue additional funds for a cab over design, consistent with other Solid Waste fleet units. Cab over design has proven beneficial for the City due to weight distribution

and improved turning radius. The City currently has 10 Mack MR chassis trucks that have proven to be very reliable. This purchase is based on a sole source purchase from Mesa Mack Sales and Service with guaranteed 1999 pricing.

Action: Approve the Purchase of One 2001 Mack Truck from Mesa Mack Sales and Service in the Amount of \$124,140 (net price)

Staff presentation: Ron Watkins, Purchasing Manager
Darren Starr, Solid Waste Superintendent

8. **Colorado Avenue Interceptor Sewer Rehabilitation** [Attach 8](#)

The following bids were received on January 9, 2001:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Insituform Technologies, Inc.	Littleton, CO	\$152,640.00
Western Slope Utilities, Inc.	Breckenridge, CO	\$165,315.00
Engineer's Estimate		\$113,520.00

Action: Award Contract for Colorado Avenue Interceptor Sewer Rehabilitation to Insituform Technologies, Inc. in the Amount of \$152,640

Staff presentation: Mark Relph, Public Works & Utilities Director

9. **Lease Amendment and Extension of City-Owned Property at 134 West Avenue to Rocky Mountain Headstart** [Attach 9](#)

Head Start has leased the property at 134 West Avenue from the City since 1973. The City has waived rent during Head Start's entire occupancy as an in-kind contribution to a recognized community action program. Staff recommends rent be waived for the proposed extended term and that Head Start continue to be responsible for all maintenance and all costs attributed to their use of the property.

Resolution No. 10-01 – A Resolution Authorizing a Five-Year Lease of City Property at 134 West Avenue to Rocky Mountain SER Western Slope Head Start Program

**Action: Adopt Resolution No. 10-01*

Staff presentation: Tim Woodmansee, Real Estate Manager

10. **Vacating a Utility, Drainage and Irrigation Easement for a Single Family Home at 709 Eider Court in Fountain Greens, Filing 1** [File #VE-2000-237] [Attach 10](#)

The applicant requests to vacate a utility, drainage and irrigation easement to allow for a larger building envelope for the lot located at 709 Eider Court. The drainage line within the easement will be relocated on adjacent property within The Helm at Fountainhead. The applicant has an agreement with The Helm Homeowners Association to relocate the line in their common area. There are no utilities or irrigation facilities in the easement. Staff recommends approval with conditions.

Resolution No. 11-01 – A Resolution Vacating a Utility, Drainage and Irrigation Easement on Lot 5, Block 2, Fountain Greens Subdivision, Filing No. 1, Located at 709 Eider Court

**Action:* Adopt Resolution No. 11-01

Staff presentation: Bill Nebeker, Senior Planner

11. **Setting a Hearing on Amending the Zoning Ordinance for Redlands Mesa, Phase 2, South of the Ridges** [File #PP-2000-236] [Attach 11](#)

A request to approve zoning for Phase 2 of the proposed Redlands Mesa Development in the Ridges, consisting of parcels 9, 10A, 10B and 11 of the approved Outline Development Plan. The zoning ordinance establishes the allowed uses as 67 single-family homes.

Proposed Ordinance Zoning Land Located South and West of the Ridges Known as Redlands Mesa, Phase 2

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for February 21, 2001

Staff presentation: Kathy Portner, Acting Community Development Director

12. **Vacating an Irrigation Easement in Big T Properties Subdivision, Located at the Northeast Corner of 24½ Road and Industrial Boulevard (Chili's Restaurant)** [File #SS-2000-181] [Attach 12](#)

The petitioner is requesting approval of a vacation of a 10' utility and irrigation easement in a C-1 zone.

Resolution No. 12-01 – A Resolution Vacating a Utility and Irrigation Easement at the Northeast Corner of 24½ Road and Industrial Boulevard

**Action:* Adopt Resolution No. 12-01

Staff presentation: Joe Carter, Associate Planner

13. **Setting a Hearing on Zoning the Etter/Epstein Property to PD, Located at the Southeast Corner of Horizon Drive and G Road** [File #ODP-2000-058]

[Attach 13](#)

The 22.56-acre Etter-Epstein property is located at the southeast corner of Horizon Drive and G Road and consists of three parcels of land. Approximately 1.4 acres of the property is public right-of-way due to the realignment of 27.5 Road and the Horizon Drive/G Road intersection. The parcels are presently zoned Planned Development (PD) but a plan has never been established for the property. The property owners are proposing this ODP to retain the PD zoning.

Proposed Ordinance Zoning Three Parcels of Land Located on the Southeast Corner of the Horizon Drive and G Road Intersection to PD (Planned Development)

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for February 21, 2001

Staff presentation: Kristen Ashbeck, Senior Planner

14. **Setting a Hearing on Traver Annexation No. 1 and Traver Annexation No. 2, Located at 2980 Rood Avenue and 2986 D Road** [File #ANX-2001-011]

[Attach 14](#)

The 31.98-acre Traver Annexation consists of two parcels of land located at 2980 Rood Avenue and 2986 D Road, including a portion of the D Road right-of-way.

a. Referral of Petitions for Annexation, Setting a Hearing and Exercising Land Use Control and Jurisdiction

Resolution No. 13–01 – 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 Annexations and Exercising Land Use Control, A Serial Annexation Comprising Traver Annexation No. 1 and Traver Annexation No. 2, Located at 2980 Rood Avenue and 2986 D Road, and Including a Portion of the D Road Right-of-Way

**Action: Adopt Resolution No. 13–01 and Set a Hearing for March 21, 2001*

b. Set Hearings on Annexation Ordinances

- (1) Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Traver Annexation No. 1, Approximately 0.54 Acres, Located at 2986 D Road, and Including a Portion of the D Road Right-of-Way

- (2) Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Traver Annexation No. 2, Approximately 31.44 Acres, Located at 2986 D Road and 2980 Rood Avenue, Including a Portion of the D Road Right-of-Way

Action: Adopt Proposed Ordinances on First Reading and Set Hearing for March 21, 2001

Staff presentation: Kristen Ashbeck, Senior Planner

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

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

15. **Submitting the Williams House at 1001 South Third Street for Historic Structure Assessment through the Colorado Historical Society** [Attach 15](#)

A request for City Council approval and authorization for the Mayor to sign a grant application to the Colorado Historical Society State Historic Fund to do a Historic Structure Assessment for the Williams House located at 1001 South Third Street.

Action: Authorize the Mayor to Sign the Grant Application to the Colorado Historical Society State Historic Fund for a Historic Structure Assessment/ Feasibility Study for the Williams House Located at 1001 South Third Street

Staff presentation: Kristen Ashbeck, Senior Planner

16. **Public Hearing - Supplemental Appropriation Ordinance for the 2001 Sewer System Fund** [Attach 16](#)

The Septic System Elimination Program, adopted May 3, 2000, has had high interest levels. Due to the demand, Staff is running into budget constraints. Staff is requesting the Council shift approximately \$900,000 from the 2002 Budget to 2001 to fund design and construction of Country Club Park and Monument Meadows sewer improvement districts and the design of Redlands Village sewer improvement district. This move requires passage of an ordinance making supplemental appropriations to the 2001 budget.

Ordinance No. 3325 – An Ordinance Making Supplemental Appropriations to the 2001 Budget of the City of Grand Junction

*Action: Adopt Ordinance No. 3325 on Second Reading

Staff presentation: Mark Relph, Public Works & Utilities Director

17. **Public Hearing - Amending Chapter 10 of the City Code of Ordinances Regarding the Building Code (Insurance Requirements)** [Attach 17](#)

On December 6, 2000, the City Council adopted the 2000 International Building Code. Consequently, certain other sections of the Code of Ordinances must be updated to remain consistent with the newly adopted Building Code, specifically the provisions related to insurance requirements to received a contractor's license.

Ordinance No. 3326 – An Ordinance Amending Chapter 10 of the Code of Ordinances of the City of Grand Junction, Colorado

**Action: Adopt Ordinance No. 3326 on Second Reading*

Staff presentation: John Shaver, Assistant City Attorney

18. **NON-SCHEDULED CITIZENS & VISITORS**

19. **OTHER BUSINESS**

20. **EXECUTIVE SESSION** to Discuss Personnel

21. **ADJOURNMENT**

**Attach 1
Minutes of Previous Meetings**

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

January 17, 2001

The City Council of the City of Grand Junction, Colorado, convened into regular session the 17th day of January, 2001, at 7:30 p.m. at the City Hall Auditorium, 250 N. 5th Street. Those present were Cindy Enos-Martinez, Earl Payne, Jack Scott, Jim Spehar, Janet Terry, Reford Theobold, and President of the Council Gene Kinsey. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson, and Deputy City Clerk Teddy Martinez.

Council President Kinsey called the meeting to order and Councilmember Theobold led in the Pledge of Allegiance. The audience remained standing during the invocation by Miriam Greenwald, Lay Leader, Jewish Community, Congregation Ohr Shalom.

Colonial Heights Appeal

Mayor Kinsey announced the appeal on Colonial Heights rezone has been withdrawn by the appellant. The Planning Commission decision will stand. Therefore, this item will not be considered by Council.

APPOINTMENTS TO THE BOARD OF APPEALS

Upon motion by Councilman Theobold seconded by Councilman Spehar and carried, Clay Tufly was appointed to the Board of Appeals until October, 2003, and Mike Denner was appointed to fill an unexpired term to expire October, 2001.

ATTENDANCE OF BOY SCOUT TROOP 328 ACKNOWLEDGED

CONSENT ITEMS

Mayor Kinsey noted that Consent Item #9 has been added to the Consent Agenda since Monday night's Council workshop.

Upon motion by Councilmember Payne, seconded by Councilmember Scott and carried by roll call vote, the following Consent items #1-9 were approved:

1. **Minutes of Previous Meetings**

Action: Approve the Summary of the January 3, 2001 Workshop and the Minutes of the Regular Meeting January 3, 2001

2. **Meeting Schedule and Posting of Notices**

State Law requires an annual designation of the City's official location for the posting of meeting notices. The City's Code of Ordinances, Sec. 2-26, requires the meeting schedule and the procedure for calling special meetings be determined annually by resolution.

Resolution No. 4-01 – A Resolution of the City of Grand Junction Designating the Location for the Posting of the Notice of Meetings, Establishing the City Council Meeting Schedule and the Procedure for Calling of Special Meetings for the City Council

Action: Adopt Resolution No. 4-01

3. **Intergovernmental Agreement with Mesa County for Conducting a Mail Ballot Election**

The City Council budgeted for a mail ballot election for the regular municipal election in April, 2001 and it was officially authorized at the December 20, 2000 meeting. The City Clerk and the Mesa County Elections Division have discussed procedures and areas of responsibility for the upcoming municipal election. The partnership for administering the election worked very well for the last regular election held in 1999. The terms and costs are now being presented to City Council for approval in the form of an Intergovernmental Agreement.

Action: Authorize the City Clerk to Sign the Intergovernmental Agreement with Mesa County for the April, 2001 Mail Ballot Election

4. **Appleton Sewer Improvement District #2**

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Taylor Constructors	Grand Jct.	\$378,820.00
Mendez Construction	Grand Jct.	\$405,045.45
Skyline Construction	Grand Jct.	\$424,177.40
Grant Miller Construction	Silverthorne	\$489,881.20
Sorter Construction	Grand Jct.	\$559,905.00
Engineer's Estimate		\$381,965.00

Action: Award Contract for Appleton Sewer Improvement District #2 to Taylor Constructors in the Amount of \$378,820 Contingent upon Mesa County Commissioners Passing a Resolution to Create the Improvement District

5. **Setting a Hearing on Supplemental Appropriation Ordinance for the 2001 Sewer System Fund**

The Septic system Elimination Program, adopted May 3, 2000, has had high interest levels. Due to the demand, Staff is running into budget constraints. Staff is requesting the Council shift approximately \$900,000 from the 2002 Budget to 2001 to fund design and construction of Country Club Park and Monument Meadows sewer improvement districts and the design of Redlands Village sewer improvement district. This move requires passage of an ordinance making supplemental appropriations to the 2001 budget.

Proposed Ordinance Making Supplemental Appropriations to the 2001 Budget of the City of Grand Junction

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for February 7, 2001

6. **Vacating a Utility and Drainage Easement Located at 2464 F Road (Mauch Photo)** [File #VE-2000-212]

The petitioner is requesting the vacation of a 30' utility and drainage easement. The project is located at 2464 Patterson Road, one lot east of Bishop's Furniture. At the December 12, 2000 hearing, the Planning Commission forwarded a recommendation of approval to the City Council.

Resolution No. 5-01 – A Resolution Vacating a Utility and Drainage Easement at 2464 F Road

Action: Adopt Resolution No. 5-01

7. **Setting a Hearing on Moore Annexation Located at 457 31 Road** [File #ANX-2001-012]

This 4.87-acre annexation consists of one parcel of land located at 457 31 Road and including portions of the E Road and 31 Road rights-of-way.

a. **Referral of Petition for Annexation, Setting a Hearing and Exercising Land Use Control and Jurisdiction**

Resolution No. 6-01 – 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 – Moore Annexation Located at 457 31 Road and Including a Portion of the 31 Road and E Road Rights-of-Way

Action: Adopt Resolution No. 6-01

b. Set a Hearing on Annexation Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Moore Annexation, Approximately 4.87 Acres, Located at 457 31 Road and Including Portions of the 31 Road and E Road Rights-of-Way

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for March 7, 2001

7. Setting a Hearing on Amending Chapter 10 of the City Code of Ordinances Regarding the Building Code (Insurance Requirements)

On December 6, 2000, the City Council adopted the 2000 International Building Code. Consequently, certain other sections of the Code of Ordinances must be updated to remain consistent with the newly adopted Building Code, specifically the provisions related to insurance requirements to received a contractor's license.

Proposed Ordinance Amending Chapter 10 of the Code of Ordinances of the City of Grand Junction, Colorado

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for February 7, 2001

8. Existing Industry Incentive

The Incentive Committee is recommending that CoorsTek receive \$120,000 in cash incentive funds from the City to expand their existing plant.

Action: Approve Existing Industry Incentive for CoorsTek in the Amount of \$120,000

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

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

PUBLIC HEARING – AMENDING CHAPTERS 6 AND 33 OF THE CITY OF GRAND JUNCTION CODE OF ORDINANCES REGARDING ANIMAL CONTROL (FERAL CATS) - CONTINUED FROM THE NOVEMBER 15, 2000 MEETING

This proposal makes two changes to the City of Grand Junction Code of Ordinances. First, the Zoning and Development Code (Chapter 33) is being changed to permit registered participants of Community Cat Care to care for more than three cats, so long as these persons follow the requirements set forth by Community Cat Care. The second change is to the Animal Control Regulations (Chapter 6) to require that registered

participants of Community Cat Care have the cats they are caring for vaccinated against rabies and spayed or neutered.

The hearing opened at 7:35 p.m.

Staff City Attorney Stephanie Rubinstein reviewed this item. She noted this item was continued from the November 15, 2000 Council meeting at the request to look into this issue further. They did meet on November 30, 2000 to discuss the program. Present at that meeting was Dr. John Heideman, a veterinarian, Dick Bennett, Division of Wildlife, Tim Grady from the Department of Agriculture State Veterinarians Office, Sally Porter from Animal Control, Suzanne Hart, a proponent of Community Cat Care, Ivy Williams, Code Enforcement, and Glenda Heideman. Some questions were unable to be answered because there was not a lot of research available. At the Planning Commission meeting, a sunset clause was added to the ordinance that would say, after two years this ordinance will be off the books. They considered ways to determine whether or not this program would be successful and to be continued, or should it be looked at within that two-year period. Jim Bennett, Division of Wildlife, authored the minutes of that meeting. Those minutes were distributed to Council prior to this meeting.

Ms. Rubinstein noted some changes: 1) specificity that cats must be vaccinated against rabies; 2) requirement that cats must be spayed or neutered; and 3) an indemnity clause that the City is not running this program.

Comments were solicited by Mayor Kinsey. He asked those speaking to focus their comments either in support of the ordinance or reasons why not.

There were no public comments. The hearing was closed at 7:40 p.m.

Councilmember Terry said most of the information she and Council has received since the last discussion on this issue has led her to believe the proposed ordinance discussed two months ago is something that would not necessarily contribute to resolving this problem but could exacerbate the problem. Studies taking place across the country find the type of ordinance being considered is very expensive. The information tells her this proposed ordinance is not necessarily the answer, or even getting to the right answer as a small step. She could not support the proposed ordinance.

Councilmember Theobald said he had a similar reaction to the information provided. He was not convinced of the problem to begin with, and certainly not convinced this ordinance is the solution.

Councilmember Scott pointed out that Council is not telling these groups to stop, but is encouraging people involved (veterinarians, etc.) to produce more than what is presented tonight. He felt Council should be doing something about it. He said this is a good place to start and he didn't feel the groups should stop.

Councilmember Theobold said if something is to come back to Council, he would like it to be reflective of all sides. He urged them to find something that everyone can unite behind rather than making this a divisive issue.

Councilmember Payne agreed with all the Council comments. This proposed ordinance is not even a good bandaid for a required ordinance. He could not favor this ordinance as written. He too would like the public to return after more study of other places throughout the country, and come back with a unified document.

Councilmember Spehar agreed with what has been stated tonight. He found it difficult to accurately measure any progress over two years because of the difficulty in counting the cats and determining the impact on wildlife as mentioned in the summary of the group meeting (see attached summary) This issue didn't surface because there was a groundswell of concern over too many feral cats, but more because there was a zoning issue associated with caring for a specific number of cats. It has been difficult to focus on this as a widespread community problem. It seems to be a problem for some people who, out of the goodness of their hearts, wish to care for more than three cats. That doesn't seem to be a good reason for an ordinance since other communities have taken other approaches. Even when considering those other approaches, Council should be mindful of the degree of concern about this particular cat issue in the community, and he would hope it would be a higher degree if presented with something more comprehensive.

Councilmember Terry said she was not interested in seeing something that is isolated only to the City of Grand Junction. Further work must be County-wide because Council has no authority to go beyond its boundaries. Group discussion and resolution should be by all parties.

- (1) Proposed Ordinance Amending Chapter 33 (Zoning and Development Code), Section 4.3.A.4.a of the Code of Ordinances of the City of Grand Junction, Colorado
- (2) Proposed Ordinance Amending Chapter 6, Section 6-58(a) of the Code of Ordinances of the City of Grand Junction, Colorado

It was moved by Councilmember Payne and seconded by Councilmember Scott not to adopt Ordinances No. 3325 and 3326.

Roll was called on the motion with the following result:

NO: None

YES: THEOBOLD, ENOS-MARTINEZ, PAYNE, SCOTT, SPEHAR, TERRY, KINSEY.

Motion passed and the ordinances were not adopted.

PUBLIC HEARING - CHC CELLULAR ANNEXATIONS NO. 1 AND NO. 2 LOCATED AT 2784 WINTERS AVENUE [FILE #ANX-2000-186] - CONTINUED FROM DECEMBER 6, 2000 MEETING – ANNEXATION PETITION WITHDRAWN

Public Hearing for the acceptance of the petition to annex and second reading of the annexation ordinances for the CHC Cellular Annexation, a serial annexation comprising CHC Cellular Annexation No. 1 and CHC Cellular Annexation No. 2, located at 2784 Winters Avenue and including portions of the Winters Avenue right-of-way. The entire annexation area consists of 10.85 acres. At the hearing on December 6, 2000, the petitioner asked for the annexation to be withdrawn because of inability to complete development permit. The City Council continued the request to allow the applicant additional time to further negotiate the lease.

The hearing opened at 7:55 p.m.

Patricia Parish, Associate Planner, Community Development Department, reviewed this item. She submitted a letter from the applicant, Jill Cleveland, to be added to the letter from the owner of the property which is included in the Council packets.

On December 6, 2000 the C.H.C. property requested the annexation be withdrawn as they were unable to go forward with the site plan review. At that time they attempted to renegotiate the lease with AT&T, which was unsuccessful. They are now asking to withdraw the annexation petition again.

Ms. Parish noted they are working with Voice Stream Wireless to locate antennas on an existing tower for at least a portion of the property. The Persigo Agreement requires development in this area to be annexed. It is Staff's opinion the C.H.C. annexation is eligible to be annexed as it complies with state law, including the Municipal Annexation Act pursuant to C.R.S. 31-12-104. Staff recommends Council accept the petition to annex and adopt the annexation ordinances on second reading.

Councilmember Theobald asked if the request for annexation came after the meeting with the County in which the process was outlined. He recalled the agreement with Mesa County was to explain to petitioners at the time of their request that the annexation process is going forward and is irrevocable. Did this request come before that meeting or after? Ms. Parish said the request was presented at the September 19, 2000 meeting. Ms. Parish said the petitioner actually submitted it September 15, 2000. Councilmember Payne stated it came before the meeting.

Councilmember Terry asked if the wording in the Staff report reminding Council of the discussion at that meeting is verbatim. Ms. Parish said no.

There were no other comments. The hearing was closed at 8:00 p.m.

Councilmember Terry disagreed with the consensus of agreement at the September 19th meeting, as she did not believe that was the intent of the Persigo Agreement. She cited

the wording in the Staff report of the agreement: “Even if the developer or applicant would experience a delay, the City shall require the annexation to occur forthwith so that the City has complete range, authority, etc.....” She did not feel this is a delay – it is an actual withdrawal. It was discussed with Mesa County and agreed that if there was a denial, Council would continue with the annexation process. This is a request of withdrawal of the entire application, not just the annexation. She urged this annexation not be approved.

Councilmember Theobold disagreed in part with Councilmember Terry’s interpretation of the intent. He did not feel it is a rehash of that debate, but rather the City and County agreement was, once the meeting was held with the petitioner, that if it was denied, the petition would go forward, etc. This annexation is clearly one where the process would go forward regardless if the petition had come after that meeting and they had been so notified by City Staff. Because this came before that meeting, he agreed with Councilmember Terry for that reason.

Councilmember Payne agreed with Councilmembers Terry and Theobold. The intent of the Persigo Agreement can be difficult. He saw this situation differently. A petition for annexation was filed. There was nothing to trigger this annexation since there will be no development or services. These petitioners are a half step in front of themselves. He felt Council should allow the petition to be withdrawn. He felt it was in order to remind people when they come in for annexation, of the intent of the Persigo Agreement and the Agreement be placed in front of them. One withdrawal request has been accepted in the past, and one has not. He could not go along with annexation because of this request for withdrawal.

Councilmember Spehar agreed it is appropriate to allow the withdrawal and not pursue annexation in this instance. He felt additional discussion with Mesa County needs to take place on the withdrawal issue. Denial should not be a reason for deannexing – annexation should not be contingent upon approval of an application. The withdrawal issue seems to be different. His reading of the Persigo Agreement is that it anticipates development will trigger annexation. There is no “development” in this case and therefore annexation is not triggered.

Councilmember Theobold said the critical element is that the petition was withdrawn prior to any hearing or action on Council’s part. There is a gray area of what level of Staff comment might trigger withdrawal. He felt this one is clear enough because it pre-dates the meeting.

Councilmember Enos-Martinez said there is still a need for more discussion with the County Commissioners.

Mayor Kinsey said there will always be some gray areas. This petition is not much of a development in terms of requiring services or traffic impact.

a. Resolution Accepting Petitions

Resolution No. 7-01 – A Resolution Accepting Petitions for Annexation, Making Certain Findings, Determining that Property Known as CHC Cellular Annexation, a Serial Annexation Comprising CHC Cellular Annexation No. 1 and CHC Cellular Annexation No. 2, Located at 2784 Winters Avenue and Including the Winters Avenue Right-of-Way, is Eligible for Annexation

b. Annexation Ordinances

(1) Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, C.H.C. Cellular Annexation No. 1, Approximately 0.82 Acres Located at 2784 Winters Avenue and Including a Portion of the Winters Avenue Right-of-Way

(2) Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, C.H.C. Cellular Annexation No. 2, Approximately 10.03 Acres Located at 2784 Winters Avenue and Including a Portion of the Winters Avenue Right-of-Way

It was moved by Councilmember Theobold and seconded by Councilmember Scott that Resolution No. 7-01 be adopted with the intent of voting against it. Once the resolution is defeated, the annexation ordinances become moot.

Roll was called on the motion with the following result:

AYE: None

NO: TERRY, THEOBOLD, ENOS-MARTINEZ, PAYNE, SCOTT, SPEHAR, KINSEY.

The resolution did not pass.

The request for withdrawal of the annexation petition was granted.

Mayor Kinsey said one reason for the property owner's request to withdraw the annexation petition was the concern of increases in property taxes when inside the City. He said with the refund of Tabor funds to the property owners and the almost guaranteed increase by the Grand Junction Rural Fire Districts, the property tax would be lower inside the City limits.

PUBLIC HEARING – ZONING THE CHC CELLULAR ANNEXATION I-2, LOCATED AT 2784 WINTERS AVENUE [FILE #ANX-2000-186] CONTINUED FROM DECEMBER 6, 2000 MEETING – NO ACTION TAKEN SINCE THE ANNEXATION PETITION WAS WITHDRAWN

Second reading of the zoning ordinance for the CHC Cellular Annexation located at 2784 Winters Avenue and including portions of the Winters Avenue right-of-way. State

law requires the City to zone property that is annexed into the City of Grand Junction. The proposed zoning of I-2 is similar to the existing Mesa County zoning of Industrial. The Planning Commission forwarded a positive recommendation.

Proposed Ordinance Zoning the C.H.C. Cellular Annexation to General Industrial (I-2), Located at 2784 Winters Avenue

The Council did not take any action due to the action on the previous item.

PUBLIC HEARING – APPEAL OF PLANNING COMMISSION DENIAL AND REZONING COLONIAL HEIGHTS PROPERTY, LOCATED AT THE SOUTHEAST CORNER OF 25 ROAD AND G ROAD, FROM PD-4.4 TO RMF-8 - [FILE #RZ-2000-179]
– CONTINUED FROM JANUARY 3, 2001 MEETING – APPEAL WITHDRAWN

The petitioner is requesting approval of a rezone of a 46.8-acre parcel located on the southeast corner of 25 Road and G Road. The current zoning is PD-4.4. The petitioner is requesting a zoning of RMF-8, Residential Multi-family 8 units per acre. The Planning Commission recommended denial of the zoning request. **The applicant has now withdrawn the appeal.**

The hearing opened at 8:03 p.m.

Mayor Kinsey announced the appellant has withdrawn the appeal. The hearing was closed at 8:04 p.m.

OTHER BUSINESS

Persigo Agreement

Councilmember Terry suggested the issue of the Persigo Agreement be discussed at the annual City/County meeting.

ADJOURNMENT

The meeting adjourned into Executive Session at 8:10 p.m. to discuss property negotiations.

Theresa F. Martinez, CMC
Deputy City Clerk

**Attach 2
Notice of Election for the Special Election**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL		
Subject:	Approve the Notice of Election for the Special Election to be held on April 3, 2001 and Accept the Written Mail Ballot Plan	
Meeting Date:	February 7, 2001	
Date Prepared:	December 16, 2011	
Author:	Stephanie Nye	City Clerk
Presenter Name:	Stephanie Nye	City Clerk
	Workshop	X Formal Agenda

Subject: Approve the Notice of Election for the Special Election to be held on April 3, 2001 and Accept the Written Mail Ballot Plan for the Conduct of a Mail Ballot Election

Summary: Both the Charter and the Municipal Election Code have specific publication requirements for the election notice. The proposed notice contained within the resolution being presented meets those requirements.

The Secretary of State Rules for mail ballot elections require that the written mail ballot plan be submitted to the governing body. No action is required on the part of the City Council.

Background Information: The Charter, Section 17, requires that a notice of election be published three times within the ten days prior to the election. The Mail Ballot Election Act requires that such notice be published at least the twenty days prior to the election and that the contents include the voter qualifications. The notice therefore must be published by March 14, 2001 and again March 23, 24 and 25. We have, as a matter of practice, again published the notice the Sunday before the election (April 1 this year). I additionally propose to publish the notice on February 9, 2001 in order to give the public a credible opportunity to comment on the Tabor issue. This is not required nor prohibited. The proposed notice contained within the resolution includes the pertinent information specific to this election.

Budget: The estimated cost for all five publications is \$2,700.

Action Requested/Recommendation: Adopt the Resolution Setting Forth the Election Notice.

Citizen Presentation:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	If Yes,
Name:					
Purpose:					
Report results back to Council:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When:
Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>
					Workshop

RESOLUTION NO. __-01

**A RESOLUTION SETTING FORTH THE NOTICE OF ELECTION
FOR THE REGULAR MUNICIPAL ELECTION TO BE HELD
ON APRIL 3, 2001 IN THE CITY OF GRAND JUNCTION**

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

The Election Notice hereinafter be the Notice of the Regular Municipal Election to be held in the City on April 3, 2001 and further that the same be published in accordance with election procedures:

ELECTION NOTICE

**CITY OF GRAND JUNCTION, COLORADO
NOTICE OF REGULAR MUNICIPAL ELECTION
TO BE HELD ON TUESDAY, THE 3RD DAY OF APRIL, 2001**

PUBLIC NOTICE IS HEREBY GIVEN THAT A REGULAR MUNICIPAL ELECTION WILL BE HELD BY MAIL-IN BALLOT ON TUESDAY, THE 3RD DAY OF APRIL, 2001, IN THE CITY OF GRAND JUNCTION, COLORADO.

That said Regular Municipal Election will be held by mail-in ballot with ballots mailed to all active registered voters in said City of Grand Junction. Ballot packages will be mailed no later than March 19, 2001 and must be returned to the Mesa County Clerk no later than 7:00 p.m. on Election Day, Tuesday, April 3, 2001. Voted ballots may be mailed with proper postage affixed and received by Mesa County Clerk no later than 7:00 p.m. Election Day, or returned to the following locations, also no later than 7:00 p.m. Election Day:

City Clerk's Office
City Hall
250 N. 5th Street
Grand Junction, Co. 81501

Mesa County Elections Office
Mesa Mall
2424 Hwy 6 & 50, #414
Grand Junction, Co. 81505

Tri-River Cooperative
Veteran's Memorial Park
2775 Hwy 50

Grand Junction, Co. 81503

On April 3, 2001, the places designated will be open until the hour of 7:00 p.m. NO voting devices will be provided at any location. The election will be held and conducted as prescribed by law.

The Mesa County Elections Division at the Mesa Mall Office will be open for issue of ballots to "inactive voters", or the reissue of ballots to those who have spoiled, lost, moved, or for some reason did not receive a ballot, for the period of Tuesday, March 27, 2001 to Monday, April 2, 2001, from 9:00 a.m. to 6:00 p.m. daily and Saturday, March 31, 2001 from 10:00 a.m. to 6:00 p.m. and Tuesday, April 3, 2001 7:00 a.m. to 4:00 p.m.

Registered voters within the city limits of Grand Junction are qualified to vote. Registration of voters for the said election has taken place in the time and manner now provided by law.

Candidates are:

DISTRICT A

Four-Year Term
(Vote for One)

CINDY ENOS -MARTINEZ

DISTRICT D

Four-Year Term
(Vote for One)

J. CREIGHTON BRICKER

LINDA GORDON

WILLIAM E. (BILL) MC CURRY

DEBBIE NEWTON

DISTRICT E

Four-Year Term
(Vote for One)

HARRY R. BUTLER

CONNIE M. CASS

CITY AT LARGE

Four-Year Term
(Vote for One)

GENE KINSEY

DENNIS M. KIRTLAND

ALFRED P. LEFEBRE

JOSEPH V. MARIE, II

ALICE ELIZABETH RUPP

One question will be on the ballot as follows:

WITHOUT CREATING ANY NEW TAX OR INCREASING ANY CURRENT TAXES, SHALL THE CITY OF GRAND JUNCTION, COLORADO BE PERMITTED TO, IN THE YEARS 2000 AND EACH SUBSEQUENT YEAR THEREAFTER UNTIL THE YEAR 2016, RETAIN AND SPEND ALL REVENUES EXCEPT FOR PROPERTY TAXES WHICH ARE IN EXCESS OF THE SPENDING, REVENUE RAISING OR OTHER LIMITS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, WITH SALES AND USE TAX REVENUE TO BE UTILIZED FOR GROWTH RELATED, CAPITAL IMPROVEMENT PROJECTS AND THE RELATED OPERATIONAL COSTS OF THOSE PROJECTS AND ALL OTHER REVENUE TO BE UTILIZED FOR ANY OTHER LAWFUL PUBLIC PURPOSES?

YES

NO

BY ORDER OF THE CITY COUNCIL

/s/ Stephanie Nye
Stephanie Nye, City Clerk

PASSED and ADOPTED this ____ day of February, 2001.

President of the Council

ATTEST:

City Clerk

**Attach 3
Accept a portion of Mesa County's PAB Allocation**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Resolution to Accept a portion of Mesa County's PAB Allocation.		
Meeting Date:	February 7, 2001		
Date Prepared:	January 12, 2001		
Author:	Ron Lappi	Title Admin Svcs Director	
Presenter Name:	Ron Lappi	Title Admin Svcs Director	
	Workshop	X	Formal Agenda

Subject: A Resolution by the City of Grand Junction Accepting the Assignment From Mesa County Colorado of a Portion of their Private Activity Bond Allocation Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act.

Summary: The City of Grand Junction as well as Mesa County received a Private Activity Bond (PAB) allocation from the State of Colorado Department of Local Affairs for 2001. The bond authority can be used on a tax-exempt basis for various private purposes. A small manufacturing firm has expressed interest in using the City's allocation as well as a portion of the County's. This resolution would formally accept the assignment from Mesa County for a portion of their PAB allocation.

Background Information: This is the first time in the four years that the City has received a Private Activity Bond allocation that someone has stepped forward to take advantage of the program. Envision Inc., a small manufacturing firm, proposes to build a plant on property along River Road with the aid of the City's PAB allocation as well as a portion of the County's. Their formal request and approval should be coming before the City Council in the next few months.

Budget: N/A

Action Requested/Recommendation: Approval of a resolution accepting a portion of Mesa County's PAB Allocation.

Citizen Presentation:	X	No	Yes	If Yes,
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Name:						
Purpose:						
Report results back to Council:	X	No	Yes	When:		
Placement on Agenda:	X	Consent	Indiv. Consideration	Workshop		

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF GRAND JUNCTION ACCEPTING THE ASSIGNMENT FROM MESA COUNTY COLORADO OF A PORTION OF THEIR PRIVATE ACTIVITY BOND ALLOCATION PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT.

WHEREAS, the Internal Revenue code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Park 17 of Article 32 of Title 24, Colorado Revised Statutes (the Allocation Act"), providing for the allocation of the State Ceiling among governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to any issuing authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the City of Grand Junction (the "City") has an allocation of the 2001 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2001 (the "2001 Allocation"); and

WHEREAS, The City has determined that, in order to increase the availability of jobs within Grand Junction and Mesa County, it is necessary or desirable to provide for the utilization of all of the City's 2001 allocation and a portion of Mesa County's 2001 Allocation; and

WHEREAS, the City has determined that the 2001 allocation can be utilized most efficiently by combining it with part of the County's to issue Private Activity Bonds for Envision Incorporated; and

WHEREAS, the Board of County Commissioners of Mesa County has determined to assign \$1,479,475.00 of its 2001 allocation to the City of Grand Junction which assignment is to be evidenced by an Assignment of Allocation between the Mesa County and the City of Grand Junction attached hereto as Exhibit A (the "Assignment of Allocation").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Junction that:

1. The assignment to the City of Grand Junction, Colorado of \$1,479,475.00 of Mesa County's 2001 Allocation be and hereby is accepted.

2. The form and substance of the Assignment of Allocation be and hereby are approved; provided, however, that the designated official be and hereby is authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as he shall deem necessary or appropriate and not inconsistent with the approval thereof by this resolution.

3. The City Manager hereby is authorized to execute and deliver the Assignment of Allocation on behalf of the City and take such other steps or actions as may be necessary, useful or convenient to effect the aforesaid assignment in accordance with the intent of this resolution.

4. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provision of this resolution.

ADOPTED AND APPROVED THIS 7th day of February, 2001.

Attest:

President of the Council

City Clerk

ASSIGNMENT OF ALLOCATION

This Assignment of Allocation (the "Assignment"), dated this 8th day of January, 2001, is between Mesa County (the "Assignor") and the City of Grand Junction, Colorado (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2001 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2001 (the "2001 Allocation"); and

WHEREAS, the Assignor has determined that it is necessary or desirable to provide for the utilization of all or a portion of the 2001 Allocation; and

WHEREAS, the Assignor has determined that the 2001 Allocation, or portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds ("Revenue Bonds"), and the Assignee has expressed its willingness to issue Revenue Bonds with respect to the 2001 Allocation; and

WHEREAS, the Board of Mesa County Commissioners of the Assignor has determined to assign to the Assignee \$1,479,475.00 of its 2001 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee \$1,479,475.00 of its 2001 Allocation, subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.

2. The Assignee hereby accepts the assignment to it by the Assignor of \$1,479,475.00 of Assignor's 2001 allocation, subject to the terms and conditions contained herein.

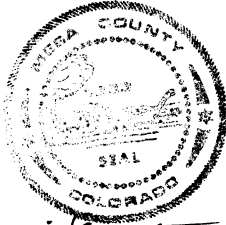
3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for a project with a carryforward purpose.

4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.

5. This Assignment of Allocation is effective upon execution and is for the purpose of combining with the City of Grand Junction's private activity bond allocation in order to issue Two Million Five Hundred Thousand Dollars (\$2,500,000) in Industrial Revenue Bonds under the City of Grand Junction's name for Envision, Incorporated. In the event said Industrial Revenue Bonds have not been authorized and issued by August 1, 2001, this Assignment of Allocation shall be deemed null and void and Mesa County's assigned allocation shall revert to Mesa County.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

MESA COUNTY



By: Robert Jasper
Robert Jasper, Mesa County Administrator

ATTEST:

By: Monika Todd
Monika Todd
Mesa County Clerk & Recorder

CITY OF GRAND JUNCTION
COLORADO

By: _____

ATTEST:

By: _____
Assistant Secretary

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**Attach 4
Animal Control Agreement**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	Animal Control Agreement	
Meeting Date:	February 7, 2001	
Date Prepared:	January 15, 2001	
Author:	Robert Knight	Title Lieutenant
Presenter Name:	Same	Title
	Workshop	x Formal Agenda

Subject: Approval of 2001 Mesa County Animal Control agreement requesting funding of \$165,208.00

Summary: We have had an ongoing, annually renewable agreement, with Mesa County for the control of dogs within the city limits. The City pays Mesa County a percentage of the Animal Control budget based upon the City's percent of total calls for service. The City's share of the budget for 2001 is 38.47% or \$165,208.00. Payments are made to the County on a quarterly basis.

Background Information: The amount requested for the 2001 budget is a decrease of \$7,851.00 from the amount paid in the 2000 budget. The decrease is attributable to a reduction in our percentage of calls for service as well as fewer capital improvement projects planned for the facility in 2001.

The percentage of our portion of the budget fluctuates from year to year depending upon the percentage of calls for service occurring within the city limits. These fluctuations occur annually: 1998 - 44.7%; 1999 - 40.77%; 2000 42.12%; and 2001 - 38.46%.

Budget: The amount for this contract is housed under the Police Department budget. Two years ago, (in 1999) we estimated this contract to be \$160,043.00. Because of an increase in personnel and state imposed unfunded mandates in 2000, we were required to add additional funding to the baseline projection in 2000. Even though this year's amount is less than last year's expenditures, it is still \$5,165.00 more than is currently budgeted for the year.

Action Requested/Recommendation: It is recommended that the 2001 agreement for Animal Control services be approved in the amount of \$165,208.00 and the City Manager be authorized to sign the agreement on behalf of the City of Grand Junction and that contingency funds in the amount of \$5,165.00 be authorized to increase the 2001 budget.

Citizen Presentation:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	If Yes,
Name:					
Purpose:					

Report results back to Council:	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	When:	<input type="checkbox"/>
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Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop
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AGREEMENT

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

The City of Grand Junction, ("City") and Mesa County ("County") or ("Animal Control") have determined to provide for dog control within the City of Grand Junction by Animal Control, pursuant to the City's home rule powers and under the provisions of 29-1-201, et. Seq., C.R.S. as amended. The Agreement entered into _____, is intended to provide the basis for dog control for the year 2001.

AGREEMENT

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

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

3) During the term hereof, the City will pay to the County, One Hundred Sixty-five Thousand, Two Hundred-eight dollars, (\$165,208) One-fourth of that amount, Forty-one Thousand, Three Hundred-two dollars, (41,302) shall be paid quarterly on a prorated basis based on the number of days remaining in the quarter in relation to the total days in said quarter. All fines and shelter/impoundment revenues derived from enforcement under this Agreement shall be paid to the County as additional consideration for the services rendered.

4) The consideration paid by the City for the operation of the Animal Control Division of the County is sufficient to support this Agreement and the same is determined as follows:

Animal Control's projected 2001 expenditures shall be reduced by the projected 2000 carry-overs and the projected 2001 revenues. The resulting amount represents the budgeted 2001 taxpayer expense of the overall, combined city-county animal control program.

Application of the formula assumes and requires that Animal Control's dispatch and patrol stops are logged within a database. The percentage of Animal Control's workload attributable to the City is calculated from this data after administrative stops have been deleted from the database.

AGREEMENT
Page 2

Multiplying Animal Control's budgeted 2001 taxpayer expense by the percentage of the workload attributable to enforcement activity within the City yields an amount representing the cost of providing service to the City. The resulting figure is the amount due Mesa County under this Agreement for providing animal control services in 2001.

Listed below is the calculation:

\$582,654.00	projected 2001 expenditures
\$ 0.00	projected 2000 carry-overs
\$153,207.00	projected 2001 revenues
\$429,447.00	overall cost of city-county program
X 38.47	City's percentage of Animal Control Responses (September 1999 through August 2000)
\$165,208.00	contract amount due Mesa County In 2001. Contract amount divided by four (4) quarterly payments.
\$ 41,302.00	QUARTERLY PAYMENTS DUE Mesa County

5) In providing the animal control service agreed to in this Agreement, the County shall provide said services during those hours best suited, as determined by the County, for enforcement; County shall provide a standby system for other hours. In situations that cannot be handled solely by the County, the Police Department may be called by the Animal Control Division to dispatch a uniformed Officer to assist.

6) The County will select and supervise personnel for its Animal Control Division. Mesa County shall provide to the City, all necessary or required reports on the activities of the Animal Control Division.

7) Enforcement of the code relating to dog control shall be prosecuted in the Municipal Court of Grand Junction. The City agrees to cooperate with the County in enforcement and prosecution activities.

8) The County agrees that it will indemnify and hold harmless the City of Grand Junction and City's officers and employees from and with respect to any and all claims, demands and causes of action, including the costs of defense and

AGREEMENT

Page 3

attorney's and expert's fees, arising out of or related to the duties, acts and omissions of the County's officers and employees under this Agreement. The City agrees to hold harmless and to indemnify the County, its officers and employees for any and all claims, demands and causes of action, including the costs of defense and attorney's and expert's fees arising out of or related to the duties, acts and omissions of the City and Municipal Court of the City under this Agreement.

In the event that the claim, demand or cause of action alleges tortuous or other wrongful acts on the part of both the City and the County arising out of or under this Agreement, the parties agree that each will abide by the determination of a court of competent jurisdiction with respect to the allocation of the expenses, costs, damages and payments of moneys based on the relative misconduct of each. The parties agree that claims, demands and causes of action arising out of allegedly tortuous acts or tortuous failure(s) to act and claims, demands and causes of actions which allege a violation of the federal Civil Rights Act are included within the hold harmless and indemnity provisions set forth herein.

9) This Agreement, for the delivery of animal control services, shall terminate upon six months written notice of intent to terminate, or on December 31, 2001 if the parties to this contract enter into a new contract for the provision of animal control services in the succeeding year as set forth below. Notice to terminate if issued, shall be sent to the appropriate signatory of this Agreement by certified mail.

10) It shall be the responsibility of the County to provide the City with a proposed Animal Control Services contract for 2002 animal control services no later than August 1, 2001. After review of the proposed contract the City of Grand Junction will, on or before September 30, 2001, either issue a preliminary acceptance of the proposed contract or a written notice of termination of the existing contract and a statement of their intent not to enter the proposed contract for animal control services in the succeeding calendar year.

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

12) The terms and rates for the six months service continuation period after notice of termination shall be those agreed to by the parties in the 2001 contract,

AGREEMENT

Page 4

unless the six months extends beyond December 31, 2001, in which case the remainder of the six months shall be controlled by the terms and rates of the proposed contract which shall be signed and shall become effective during the service period following December 31, 2001 until the completion of the six months termination period.

13) If terms and conditions of the proposed contract are not accepted by the parties in the form of a signed written contract on or before December 31, 2001, the provision of animal control services to the City of Grand Junction shall cease June 30, 2002.

Attest:

City of Grand Junction

City Clerk: Stephanie Nye

City Manager: Kelly E. Arnold

Date: _____

Date: _____

Attest:

County of Mesa

County Clerk: Monika Todd

Board of County Commissioners
Chairperson:

Date: _____

Date: _____

**Attach 5
SARA/DERA Agreements**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL			
Subject:	City/County Inter-governmental Agreement		
Meeting Date:	February 7, 2001		
Date Prepared:	January 26, 2001		
Author:	Jim Bright	Title Operations Officer	
Presenter Name:	Jim Bright	Title Operations Officer	
X	Workshop	X	Formal Agenda

Subject: Renewal of the City of Grand Junction/Mesa County Inter-governmental agreement for the Grand Junction Fire Department to provide Superfund Amendment Reauthorization Act (SARA) and Designated Emergency Response Authority (DERA) services to Mesa County outside the City of Grand Junction.

Summary: The DERA services are for response to accidents involving the release of hazardous materials. The SARA program involves collection of information regarding storage, handling, and manufacturing of hazardous materials.

Background Information: This agreement has been in effect and has been renewed annually since 1992. Funding fluctuates based on actual incidents and program costs. If the agreement is not renewed, the City would provide the SARA/DERA services within the City boundaries only, with little cost reduction.

Budget: Proposed funding from the County to the City for 2001 will be \$39,890 for DERA services, and \$25,998 for SARA services. Total funding is \$65,888.

Action Requested/Recommendation: The Fire Department recommends Council approval of this proposed agreement.

Citizen Presentation:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	If Yes,
Name:					
Purpose:					
Report results back to Council:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When:

Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop
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A G R E E M E N T

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between the CITY OF GRAND JUNCTION, COLORADO, hereinafter referred to as the CITY and MESA COUNTY, COLORADO, hereinafter referred to as the COUNTY.

WHEREAS, the COUNTY is obligated by law to respond to hazardous substance incidents within its jurisdiction and otherwise perform as the Designated Emergency Response Authority (D.E.R.A.) for Mesa County; and

WHEREAS, the COUNTY is required by law to provide hazardous materials inventory, containment and emergency planning services under the Superfund Amendment and Reauthorization Act of 1986 (S.A.R.A.), also known as the Emergency Planning and Community Right to Know Act of 1986 and/or S.A.R.A. Title III; and

WHEREAS, the CITY, owns hazardous substance emergency response equipment and employs trained personnel who can perform the D.E.R.A. functions; and

WHEREAS, the CITY employs trained personnel who can perform the S.A.R.A. function; and

WHEREAS, the CITY and the COUNTY are willing to enter into an agreement for the provision of required D.E.R.A. and S.A.R.A., Title III services by the CITY, for and on behalf of, the residents of the COUNTY, beyond those COUNTY residents living in the CITY;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. The CITY shall provide emergency hazardous substance response and SARA Title III services to the CITY and other corporate and unincorporated areas of the COUNTY in conformance with statutory obligations and as more particularly described in Exhibits A and B, incorporated herein by this reference as if fully set forth.
2. The COUNTY shall pay to the CITY, in two equal payments, for services provided for calendar year 2001, an amount of \$39,890 for the CITY serving as the D.E.R.A. for the COUNTY and an amount of \$25,998 for the CITY performing the S.A.R.A. services for the COUNTY. The first payments of \$19,945 for D.E.R.A. and \$12,999 for S.A.R.A. shall be due on or before June 30, 2001; the second payments shall be due on or before December 31, 2001.

3. Before any payment by the COUNTY is made to the CITY, the CITY agrees to provide the County's Emergency Management Coordinator with an invoice on or before the tenth working day of the month in which payment is due. The invoice shall contain a detailed account of all costs incurred by the CITY in performing, during the applicable billing period, those duties defined by, but not limited to Exhibit A and paragraph 4 of this agreement for D.E.R.A. and Exhibit B and paragraph 4 of this agreement for S.A.R.A.
4. The CITY agrees that it will furnish and pay for all of the labor, technical, administrative and professional services and all supplies, materials, equipment, office space and facilities, analyses, calculations and any other resources reasonably required to perform and complete the services, activities and functions of the D.E.R.A., as further described in Exhibit A and as required by Title III of S.A.R.A., as further described in Exhibit B.
5. This agreement is terminable by either the CITY or the COUNTY upon ninety days written notice. If this agreement is terminated, the CITY shall be compensated for and such compensation shall be limited to; (A) the reasonable value to the COUNTY of the services which the CITY performed prior to the date of termination, but which had not yet been paid for, and/or (B) the cost of any work the COUNTY approves in writing which it determines is needed to accomplish an orderly termination of this agreement.
6. The COUNTY hereby agrees to indemnify and hold harmless the CITY, its officers, agents and employees from and against any and all loss of, or damage to, property or injuries to, or death of any person or persons, including property and employees or agents of the CITY and shall indemnify and hold harmless the CITY, its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the CITY's performance of this agreement, to the extent permitted by law. The COUNTY's obligation to indemnify or hold harmless the CITY, its officers, agents and employees under this agreement shall not apply to liability or damages resulting from the negligence of the CITY's officers, agents and employees nor to injuries covered by workers compensation. The CITY hereby agrees to indemnify and hold harmless the COUNTY, its officers, agents and employees from and against any and all loss of, or damage to, property or injuries to, or death of any person or persons, including property and employees or agents of the COUNTY, and shall indemnify and hold harmless the COUNTY, its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the CITY's negligent performance under this agreement. This paragraph shall survive the termination of this agreement.

7. The CITY shall maintain adequate worker's compensation insurance through an authorized self-insurance plan approved by the State of Colorado, insuring the payment of workers benefits to its employees.
8. Notices concerning this agreement, notices of alleged or actual violations of the terms or provisions of this agreement and other notices of similar importance shall be made in writing by the CITY to the COUNTY at 750 Main Street, Grand Junction, Colorado, 81501, and by the COUNTY to the CITY at 250 North 5th Street, Grand Junction, Colorado, 81501, by prepaid United States mail. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service.
9. The COUNTY shall have the right to audit, examine and copy the CITY's records related to work performed under this agreement. The CITY shall retain these records for three years after the termination of this agreement.
10. For all purposes under this agreement, the CITY shall be an independent contractor retained on a contractual basis to perform technical and professional work and it is not intended nor shall it be construed, that the CITY employees are employees, officers or agents of the COUNTY for any purpose whatsoever.
11. The CITY agrees to perform its work under this agreement in accordance with the reasonable operational requirements of the COUNTY.
12. The CITY shall promptly bill any and all persons or entities releasing or spilling hazardous substances or otherwise requiring hazardous substance emergency response under this agreement. All monies recovered shall be dedicated to the hazardous substance emergency response program and D.E.R.A. activities and services. For releases or spills of hazardous substances or other hazardous substances or emergency responses outside the corporate limits of the City where a responsible party is unknown or cannot be identified, the COUNTY shall pay any and all response costs. The CITY shall furnish the County Emergency Management Coordinator duplicate receipts or other satisfactory evidence showing payments received and all billings, debts and obligations incurred by the CITY performing work under this agreement.
13. The CITY shall exercise that degree of care and skill possessed by trained hazardous substance emergency response personnel to assure that all of the work performed under this agreement by the CITY shall comply with applicable laws, rules, regulations and safety requirements. The CITY further represents that the work performed will not intentionally violate any applicable laws, rules, regulations or codes including but not limited to the requirements of the most recently adopted United States Code, Code of Federal Regulations and the Colorado Revised Statutes.

14. All emergency response plans and other documents submitted to the CITY by the COUNTY or to the COUNTY by the CITY are the property of the CITY and the COUNTY and each may, without restriction, make use of such as it sees fit. There shall be no liability for any damage which may result from any use of any documents for purposes other than those intended or described in the document or plan.
15. All emergency contingency plans, chemical inventories or other information required by S.A.R.A. Title III submitted to the CITY by the COUNTY or to the COUNTY by the CITY are the property of the CITY and the COUNTY and such shall be made available to the public in conformance with the requirements of section 324 of Title III.
16. In the event any of the provisions, or applications thereof, of this agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.
17. The CITY shall have the right to include representations that it is serving as the D.E.R.A. and is performing S.A.R.A. functions for Mesa County among the CITY's promotional materials. The CITY's materials shall not include the COUNTY's confidential or proprietary information if the COUNTY has previously advised the CITY in writing of the specific information considered by the COUNTY to be confidential or proprietary.
18. The enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the CITY and the COUNTY and nothing contained in this agreement shall give or allow any claim or right of action by any other or third person on such agreement.
19. This agreement is made in Grand Junction, Colorado and shall be construed and interpreted under the laws of the State of Colorado. In the event any aspect of the Agreement is litigated by or among the parties, the prevailing party shall be entitled to its costs and reasonable attorneys fees.

20. This agreement shall become effective on the day and year first written above and shall continue in effect until December 31, 2001. Payment and indemnification obligations, as provided herein, shall continue in effect and survive termination until discharged.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

CITY OF GRAND JUNCTION:

by: _____
Gene Kinsey
President of the Council

RECOMMENDED AND APPROVED:

by: _____
Rick Beaty
Fire Chief

ATTEST:

by: _____
City Clerk

Mesa County Commissioners:

by: _____
Kathy Hall
Chairperson

ATTEST:

by: _____
Monika Todd
Mesa County Clerk and Recorder

EXHIBIT A

HAZARDOUS SUBSTANCE INCIDENT RESPONSE - DERA

The CITY agrees that it will provide 24 hour response to all hazardous substance incidents occurring within Mesa County.

The CITY will provide all of the manual, technical, administrative and professional labor and all equipment, supplies, materials, office space and facilities required to perform as the Designated Emergency Response Authority (D.E.R.A.) as agreed in the foregoing agreement. D.E.R.A. responsibilities include but are not necessarily limited to, providing initial hazardous substance response, analysis and or containment or arranging for containment, notification of law enforcement or other appropriate authorities, providing for the initial notification of citizens that are or may be affected, and determining, documenting and reporting potentially responsible parties.

The CITY, by and through the Grand Junction Fire Department shall supervise cleanup and mitigation activities.

The CITY will provide hazardous substance incident awareness level training to COUNTY employees at intervals agreed to by the parties, or as warranted by current legislation.

The Mesa County Emergency Manager shall be notified of hazardous substance incidents in accordance with the appropriate annex of the Mesa County Emergency Operations Plan.

The CITY, by and through the Grand Junction Fire Department, shall be in command at all hazardous substance incidents.

The CITY shall maintain trained personnel and the specialized equipment, as determined by the City to be reasonably required to discharge the D.E.R.A. responsibilities.

The foregoing Exhibit is attached and incorporated by reference to the agreement. By initialing below, the parties affirmatively state that they have read the Exhibit and acknowledge the responsibilities and obligations associated therewith.

_____ City

_____ County

EXHIBIT B

Superfund Amendments and Reauthorization Act (S.A.R.A. Title III, also known as the Emergency Planning and Community Right to Know Act of 1986).

The CITY agrees that it will perform inspections and surveys at hazardous and regulated material facilities in Mesa County pursuant to S.A.R.A. Title III. CITY also agrees to provide the County's Emergency Management Coordinator with a written report detailing such inspections and surveys. Such report shall be submitted annually.

The CITY will conduct investigations of hazardous and regulated material incidents and disposal activities, including but not necessarily limited to, identification of potentially responsible parties and initiation of enforcement and compliance efforts.

The CITY will provide hazardous substance awareness level training to COUNTY employees at intervals agreed to by the parties or as warranted by current legislation.

The Mesa County Emergency Management Coordinator shall be notified of hazardous substance incidents in accordance with the appropriate annex of the Mesa County Emergency Operations Plan.

The CITY, by and through the Grand Junction Fire Department, shall be in command at all hazardous substance incidents.

The CITY shall maintain trained personnel, as determined by the City to be reasonably required to perform the S.A.R.A. services.

The CITY will maintain records, reports and documentation as required by S.A.R.A. Title III and provide copies of same to the County's Emergency Management Coordinator upon request.

The foregoing Exhibit is attached and incorporated by reference to the agreement. By initialing below, the parties affirmatively state that they have read the Exhibit and acknowledge the responsibilities and obligations associated therewith.

_____ City

_____ County

**Attach 6
Energy Impact Funds**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL			
Subject:	Energy Impact Funds		
Meeting Date:	February 7, 2001		
Date Prepared:	January 31, 200		
Author:	Joe Stevens	Parks & Recreation Director	
Presenter Name:	Joe Stevens	Parks & Recreation Director	
	Workshop	X	Formal Agenda

Subject:

Authorization to enter into two contracts between the State of Colorado’s Department of Local Affairs (DOLA) and the City of Grand Junction.

Summary:

DOLA has awarded two \$300,000 grants to the City of Grand Junction to assist with the preparation of plans, specifications, design, construction, and renovation of Two Rivers Convention Center.

Background Information:

On October 27, 2000, Mayor Gene Kinsey, Council Member Reford Theobold, Parks and Recreation Chairperson Tillie Bishop, DDA Board Member Bruce Hill, and Director of Parks and Recreation Joe Stevens represented the City of Grand Junction before the Department of Local Affairs in Trinidad requesting \$600,000 in Energy Impact Funds for improvements to Two Rivers Convention Center. The City of Grand Junction was successful in securing a total of \$600,000 for this project.

Budget:

The current budget for the Two Rivers Convention Center including architectural and engineering services and construction is \$4.4 million. The sources of funding includes \$600,000 in Energy Impact (DOLA) grants.

Action Requested/Recommendation:

Adopt resolution No. _____ - 01-A resolution authorizing Mayor Gene Kinsey to enter into two separate \$300,000 contracts between the State of Colorado’s Department of Local Affairs (DOLA) and the City of Grand Junction to assist with costs for the preparation of plans, specifications, design, construction, and renovation of the Two Rivers Convention Center.

Citizen Presentation:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	If Yes,
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Report results back to Council:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When:	<input type="text"/>
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Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop
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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN TWO SEPARATE \$300,000 GRANT CONTRACTS WITH THE STATE OF COLORADO'S DEPARTMENT OF LOCAL AFFAIRS FOR THE RENOVATION OF TWO RIVERS CONVENTION CENTER

WHEREAS, the City Council of the City of Grand Junction has been awarded two, \$300,000 grants from the State of Colorado's Department of Local Affairs.

WHEREAS, these funds will be utilized for the preparation of plans, specifications, design, construction, and renovation of the Two Rivers Convention Center.

WHEREAS, Two Rivers is owned and operated by the City of Grand Junction with over 85% of the Two Rivers renovation and expansion project being locally funded.

WHEREAS, Two Rivers Convention Center is more than a convention center attracting over 800 annual events and visitors from all over the region.

NOW, THEREFORE, BE IT RESOLVED THAT,

The City Council, sitting in public session this 7th day of February, 2001, hereby authorizes Gene Kinsey, Mayor of Grand Junction, Colorado to enter into two separate \$300,000 contracts between the State of Colorado's Department of Local Affairs (DOLA) and the City of Grand Junction to assist with costs for the preparation of plans, specifications, design, construction, and renovation of the Two Rivers Convention Center.

PASSED and ADOPTED this 7th day of February, 2001

President of the Council

ATTEST:

City Clerk

**Attach 7
Purchase 2001 Mack Solid Waste Truck**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Purchase 2001 Mack Solid Waste Truck		
Meeting Date:	February 7, 2001		
Date Prepared:	January 11, 2001		
Author:	Ron Watkins	Title: Purchasing Manager	
Presenter Name:	Ron Watkins Darren Starr	Title: Purchasing Manager Title: Solid Waste Superintendent	
	Workshop	X	Formal Agenda

Subject: Purchase one 2001 Mack chassis with Heil 5000 rear loader solid waste truck body.

Summary: This purchase is to replace unit # 409, 1992 Ford solid waste truck. Initially this truck was to be replaced in 2000, but was used one additional year to accrue additional funds for a cab over design, consistent with other Solid Waste fleet units. Cab over design has proven beneficial for the city due to weight distribution and improved turning radius. The City currently has ten (10) Mack MR chassis trucks that have proven to be very reliable and they would like to continue to purchase the same units for equipment compatibility and training. Chuck Leyden, City Fleet Manager supports this request.

Background Information: The last purchase was in December 1999 for cab over/rear loading waste compaction trucks. Mesa Mack Trucks and Kois Brothers Equipment Co., both of Grand Junction, Colorado have agreed to supply this one additional chassis/body at the 1999 bid price.

Budget: Sufficient 2001 funds have been budgeted for this purchase.

Action Requested/Recommendation: Authorize the City Purchasing Manager to purchase one 2001 Mack MR690S Chassis with Heil model 5000, 20 cubic yard rear loading waste compaction body for \$146,140, less \$22,000 trade on 1992 Ford waste truck (net price \$124,140). This purchase is based on a sole source purchase from Mesa Mack Sales and Service, with guaranteed 1999 pricing.

Citizen Presentation:	X	No	Yes	If Yes,
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Name:	N/A					
Purpose:	N/A					
Report results back to Council:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When:	
Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop

**Attach 8
Contract for Colorado Avenue Interceptor Sewer Rehabilitation**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	Award of Construction Contract for Colorado Avenue Interceptor Sewer Rehabilitation	
Meeting Date:	February 7, 2001	
Date Prepared:	January 29, 2001	
Author:	Bret Guillory	Project Engineer
Presenter Name:	Mark Relph	Public Works Director
	Workshop	X
		Formal Agenda

Subject: Award of a Construction Contract for **Colorado Avenue Interceptor Sewer Rehabilitation** to **Insituform Technologies, Inc.** in the amount of **\$152,640.00**.

Summary: Bids were received and opened on January 9, 2001 for **Colorado Avenue Interceptor Sewer Rehabilitation**. The low bid was submitted by **Insituform Technologies, Inc.** in the amount of **\$152,640.00**.

Background Information: This project consists of rehabilitation of an existing 24" diameter reinforced concrete pipe that serves as the Colorado Avenue interceptor sewer. The pipeline, which was constructed in 1984, is no longer structurally sound due the corrosive affects of hydrogen sulfide gas. There have been several collapsed sections of the pipe in the past three years. The pipe failures have caused raw sewage to be spilled into Colorado Avenue within residential neighborhoods. The pipe failures have typically occurred during storm flows that cause an additional stress on the pipe due to surcharged conditions.

The project includes installation of approximately 2,140 lineal feet of an epoxy impregnated cured in place pipe liner. Work is scheduled to begin on or about February 20, 2001 and continue for 3 weeks with an anticipated completion date of March 13, 2001.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Insituform Technologies, Inc.	Littleton, CO	\$152,640.00
Western Slope Utilities, Inc.	Breckenridge, CO	\$165,315.00
Engineer's Estimate		\$113,520.00

Budget: \$2,127,130.06

Project Costs:

Construction	\$152,640.00
Right-of-way/easement acquisition	n/a
Design	\$5,600.00
City Inspection and Administration (Estimate)	<u>\$3,500.00</u>
Total Project Costs	\$161,740.00

Funding:

904 Fund – F10100, 2001 budget	<u>\$250,000.00</u>
Balance remaining:	<u>\$88,260.00</u>

Action Requested/Recommendation: City Council motion authorizing the City Manager to execute a Construction Contract for the Colorado Avenue Interceptor Rehabilitation with Insituform Technologies, Inc. in the amount of **\$152,640.00**.

Citizen Presentation:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
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Report results back to Council:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When:	
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Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop
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**Attach 9
Lease of City Property at 134 West Avenue to Head Start**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	Resolution Amending and Extending the Lease of City Property at 134 West Avenue to Rocky Mountain SER Head Start	
Meeting Date:	February 7, 2001	
Date Prepared:	February 1, 2001	
Author:	Tim Woodmansee	Real Estate Manager
Presenter Name:	Tim Woodmansee	Real Estate Manager
	Workshop	X Formal Agenda

Subject: Resolution Amending and Extending the Lease of City Property at 134 West Avenue to Rocky Mountain SER Western Slope Head Start Program.

Summary: The proposed resolution will extend the lease for an additional 5-year term.

Background Information: Head Start has leased this property from the City since 1973. Head Start's function at this location is to provide early childhood education and social services to low income families. The various lease terms have ranged from 2 to 10 years. The City has waived rent during Head Start's entire occupancy as an in kind contribution to a recognized community action program. Staff recommends rent be waived for the proposed extended term. Staff also recommends that Head Start continue to be responsible for all maintenance and all costs attributed to their use of the property.

Head Start was recently awarded a \$140,000 Community Development Block Grant to remodel and add 400 square feet to the existing building. After having received this grant, Head Start and their architect realized that the contemplated renovation would not meet the health and safety needs of the citizens it serves. Head Start will propose that a new building and parking lot be constructed. A petition signed by 44 residents of the Riverside neighborhood supports Head Start's more ambitious proposal.

The lease agreement will be modified to require the City's prior written consent before any alterations are made.

Action Requested/Recommendation: Pass and adopt Resolution Extending and Amending the lease of City property to Rocky Mountain SER Western Slope Head Start Program.

Citizen Presentation:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	If Yes,
Name:					
Purpose:					
Report results back to Council:	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	When:
Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>
					Workshop

ROCKY MOUNTAIN SER HEAD START LEASE



City Shops

HWY 340

Colorado River

Riverside Park

**Headstart Lease @
134 West Ave.**

RIVER ROAD

HOESCH ST

CROSBY AV

HWY 340

CROSBY

MAIN ST

MAIN ST

WEST ST

CHULUOTA AV

LAWRENCE AV

COLORADO AV

COLORADO AV

RIVERSIDE PARK DR

CHULUOTA AV

UTE AV

AV TONTONCH

FAIRVIEW AV

FAIRVIEW AV

FAIRVIEW

RIVERSIDE PARK DR

PARK AV

CHULUOTA AV

RESOLUTION NO. _____

**AUTHORIZING A FIVE YEAR LEASE OF CITY PROPERTY
AT 134 WEST AVENUE TO
ROCKY MOUNTAIN SER WESTERN SLOPE HEAD START PROGRAM**

WHEREAS, the City of Grand Junction is the owner of that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, described as Lots 52 through 58 of Bowers Subdivision of Lot 3, Block 9 of Richard D. Mobley's First Subdivision in Section 15, Township 1 South, Range 1 West of the Ute Meridian, also known as 134 West Avenue; and

WHEREAS, Rocky Mountain SER Western Slope Head Start Program has leased said property from the City since 1973 for the purposes of providing community action programs, including early childhood education and social services to low income families; and

WHEREAS, Rocky Mountain SER Western Slope Head Start Program is desirous of entering into a new lease agreement for the purposes of continuing the operation of community action programs at 134 West Avenue.

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

That the City Manager is hereby authorized, on behalf of the City and as the act of the City, to execute and enter into the attached Lease Agreement with Rocky Mountain SER Western Slope Head Start Program.

PASSED and ADOPTED this 7th day of February, 2001.

Attest:

President of the City Council

City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the 1st day of February, 2001, by and between The City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Rocky Mountain SER Western Slope Head Start Program, hereinafter referred to as "Lessee".

Recitals

- A. The City is the owner of that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, described as Lots 52 through 58 of Bowers Subdivision of Lot 3, Block 9 of Richard D. Mobley's First Subdivision in Section 15, Township 1 South, Range 1 West of the Ute Meridian, also known as 134 West Avenue and hereinafter referred to as "the Property."
- B. Lessee has leased said property from the City since 1973 for the purposes of providing community action programs, including early childhood education and social services to low income families.
- C. The City has agreed to continue leasing the Property to Lessee, and Lessee has agreed to continue leasing the Property from the City, pursuant to the terms, covenants and conditions of this Lease Agreement.

NOW, THEREFORE, In consideration of the recitals above and the terms, covenants, conditions, restrictions duties and obligations contained herein, the parties agree as follows:

1. Grant of Lease. The City hereby leases the Property to Lessee, and Lessee hereby accepts and leases the Property from the City, for the term stated in Section 3 and subject to each and every other term, covenant, condition, restriction, duty and obligation stated in this Lease Agreement.
2. Reservations From Lease. The City retains and reserves unto itself:
 - (a) all oil, gas, coal and other minerals and mineral rights underlying and/or appurtenant to the Property;
 - (b) all water and water rights, ditches and ditch rights, appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purpose;
 - (c) all rights to grant, sell, bargain and convey ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement;
 - (d) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for any conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim it may have to compensation, including claims for damages, as a result of any condemnation.

3. Term. The term of this Lease shall be for a period of Five (5) years, commencing on January February 1, 2001 and continuing through January 31, 2006, on which date this Lease shall expire.

4. Rental. Rental for the Property shall be \$1,500.00 per month; provided, however, that so long as Lessee uses the Property for community action programs authorized in this Agreement and for no other purposes, and provided further that Lessee fulfills and complies with each and every term, covenant, restriction, duty and obligation herein set forth to be kept by Lessee, such rent shall be waived by the City and shall be considered as a in-kind contribution by the City as that term is used in accordance with recognized community action programs.

5. Use and Condition of the Property.

5.1 Lessee agrees to use the Property solely for the purpose of conducting educational and social services programs to low income families and for no other purposes. Lessee's use and occupancy of the Property shall be subject to all applicable laws, rules, rulings, codes, regulations and ordinances of any governmental authority, either now in effect or hereafter enacted, having jurisdiction over the Property and Lessee's use, occupancy and operations thereon. Lessee shall not use nor permit the Property to be used for any other purpose or in any other fashion or manner contrary to this Lease or the laws, ordinances, codes or regulations of any governmental unit or agency exercising jurisdiction over the Property or any use thereon.

5.2 Prior to any renovation of any structure, any alteration to the Property or any installation or construction of any facility and/or improvements upon the Property, Lessee shall obtain the City's written approval of all plans for any such renovation, alteration, installation or construction, which approval may be withheld for any reason. It is the City's desire that the Property and the improvements thereon be aesthetically pleasing and enhance the characteristics of the neighborhood. To this end, Lessee agrees to comply with all reasonable requirements which the City may impose upon Lessee, including, but not limited to, colorings and aesthetics for equipment, facilities, landscape improvements, building materials and fencing materials. If, for whatever reason, the City does not approve of Lessee's plans, Lessee may terminate this Lease.

5.3 Lessee shall not commit nor permit waste, damage or injury to the Property.

5.4 Lessee shall maintain and repair all aspects of the Property at Lessee's sole cost and expense, including, but not limited to, the structural condition of all buildings thereon, driveways, fences, fixtures, glass, roofing, plumbing, heating and ventilation systems, security devices, the appearance and structural integrity of any improvements and landscaping, in good order, good appearance, condition and repair and in a clean, sanitary, orderly and safe condition. The City shall not be obligated nor required to repair damages to any portion or aspect of the Property, even if such damages are caused by or result from operations occurring on adjacent lands owned by the City. If Lessee refuses or neglects to commence repairs or perform maintenance work required under the terms hereof to be performed or paid for by the Lessee within thirty (30) days after written demand by the City or any other governmental authority, or if Lessee fails to complete such repairs or perform such maintenance within a reasonable time thereafter, the City may enter upon the Property and make such repairs or perform such maintenance without liability to the Lessee's operations by reason thereof, and if the City makes such repairs or performs such maintenance, Lessee shall pay to the City, on demand, the cost thereof with interest at the rate of fifteen percent (15%) per annum from the date of payment by the City for such repairs or maintenance work until paid in full by the Lessee. Any repairs made or maintenance performed by Lessee or the City shall be completed expeditiously.

5.5 Lessee has inspected the Property and accepts the Property in its present location and condition. Lessee agrees that the condition of the Property is sufficient for the purposes of the Lessee. The City makes no warranties, promises or representations, express or implied, that the Property is sufficient for the purposes of the Lessee. If the leasehold premises are damaged due to fire, flood, or other casualty, or if the Property is damaged or deteriorates to the extent where it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at the Lessee's own risk, provided, however, that in the event the Property is damaged or deteriorates to the extent where it is no longer functional for the purposes of the Lessee, the Lessee may, at its option, terminate this Lease by giving notice to the City that this Lease is to be terminated. Termination shall be effective thirty (30) days following the date of the notice of termination.

5.6 The City makes no representations or warranties regarding any hazardous, toxic or regulated substances on, under or about the Property, except to the extent that the City states that it has not deposited or caused to be deposited on, under or about the Property any hazardous, toxic or regulated substances.

6. Fees in Charges.

6.1 Lessee shall arrange and pay for, when due:

(a) all costs and expenses, including, but not limited to, deposits, use fees, interest and penalties, for utilities furnished to the Property, including, but not limited to, all electricity, natural gas, water, sewer, cable and telephone service, trash and recyclables disposal;

(b) all general real property and personal property taxes and all special assessments of any kind levied against the Property during the term of this Lease.

6.2 Lessee shall hold the City harmless from and indemnify the City against any and all costs, fees and charges associated with the Property. If Lessee shall fail to timely pay any of the foregoing, the City may, without obligation to do so, pay such amount(s) and, in such event, the amount(s) paid by the City plus interest at the rate of fifteen percent (15%) per annum from the date of such payment by the City shall be added to the amount of rent(s) due to the City from Lessee.

7. Insurance. Lessee shall purchase and at all times maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City, its officers, employees and agents and assets of the City from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property, including Lessee and employees, agents, licensees and guests of Lessee. Such insurance policy shall have terms and amounts approved by the Risk Manager of the City. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of One Million Dollars (\$1,000,000), combined single limit. The certificate of insurance must be deposited with the City and must designate "the City of Grand Junction, its officers, employees and agents" as additional insureds. If a policy approved by the Risk Manager of the City is not at all times in full force and effect, this Lease shall automatically terminate.

8. Nonliability of the City for Damage.

8.1 The City shall not be liable for liability or damage claims for injury to persons or property, including property of Lessee, from any cause relating to the occupancy and use of the

Property by Lessee, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the term of this Lease or any extension thereof nor for any injury or damage to any property of Lessee from any cause. Lessee shall indemnify the City, its officers, employees and agents, and hold the City, its officers, employees and agents, harmless from all liability, loss or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

8.2 The City shall not be liable to Lessee for any damages or any loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's business or operations resulting from fire, the elements, casualty of any kind or the closure of any public highway providing access to and from the Property.

9. Hazardous Substances.

9.1 The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

9.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees or employees:

(a) any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or

(b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

10. Environmental Clean-Up.

10.1 The following provisions shall be applicable to Lessee and to Lessee's agents, guests, invitees, contractors, licensees and employees:

(a) Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;

(b) Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.

(c) Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.

(d) Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Lessee fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.

(e) Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

10.2 Lessee shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

11. Default, Sublet, Termination, Assignment.

11.1 Should Lessee: (a) default in the performance of its agreements or obligations herein and any such default continue for a period of ninety (90) days after written notice thereof is given by the City to Lessee; or (b) abandon or vacate the Property; or (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed; the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Lessee for the full term of this Lease; and, upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Lessee,

including, but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

11.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving ninety (90) days written notice. If Lessee fails within any such ninety (90) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of ninety (90) days (to remedy) with respect to a similar subsequent default, but rather, Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

11.3 Lessee shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees, agents and clientele of Lessee, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City. Any attempt to sublet, assign or transfer without the prior written consent of the City shall be void *ab initio*. In the event an assignment of this Lease or a sublease is authorized by the City, Lessee shall not be released from Lessee's obligations and duties under this Lease and this Lease shall remain in full force and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease or occupation by any other party. Any unauthorized assignment, sublease or permission to occupy by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval and ratification by the City Council of the City.

11.4 This Lease is not intended to and shall in no way preclude the City from actively marketing the Property for sale or exchange, whether through the efforts of the City, a real estate broker or any other person, nor shall this Lease prevent the City from selling, exchanging or conveying the Property to any other party; provided, however, that in the event any such sale, exchange or conveyance is made during the term of this Lease, such sale, exchange or conveyance shall be made subject to Lessee's leasehold interest in the Property. In the event of the voluntary or involuntary transfer of the City's interest in the Property, Lessee will attorn to the transferee of, or successor to, the City's interest in the Property, and recognize such transferee or successor as Lessor under this Lease.

11.5 Lessee shall not engage or allow any contractor, materialman or supplier to perform any work or supply any materials or other goods or services on any portion of the Property which could be the subject of a mechanic's lien without the prior written consent of the City.

12. Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The City and Lessee agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

13. Notices.

13.1 All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or courier service, as follows:

To the City: City of Grand Junction
c/o Real Estate Manger
250 North 5th Street
Grand Junction, Colorado 81501-2668
Fax: (970) 256-4022

To Lessee: Rocky Mountain SER Western Slope Head Start Program
c/o Director
835 North 26th Street
P.O. Box 1117
Grand Junction, Colorado 81502-1117
Fax: (970) 243-9322

13.2 All notices shall be deemed given: (a) if sent by mail, when deposited in the mail; (b) if delivered by hand or courier service, when delivered; or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

14. Not a Partnership. It is expressly agreed between the parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

15. Enforcement, Partial Invalidity, Governing Law.

15.1 If the City uses the services of a city attorney, or engages another attorney or attorneys to enforce its rights hereunder, or to terminate this Agreement, or to defend a claim by Lessee or any person claiming through Lessee, and/or to remove Lessee or Lessee's personal property from the Property, Lessee agrees to pay the reasonable attorney's fees of the City in such regard, plus the costs or fees of any experts, incurred in such action.

15.2 The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

15.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.

16 Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease, Lessee agrees that Lessee shall pay to the City the sum of \$500.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$500.00 daily fee is an appropriate liquidated damages amount.

17. Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

The parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Lessee:

Judy Lopez, Director
Rocky Mountain SER Western Slope Head
Start Program

BACKGROUND INFORMATION			
Location:		709 Eider Court	
Applicants:		Fountain Greens LLC	
Existing Land Use:		Vacant	
Proposed Land Use:		Single family home	
Surrounding Land Use:	North	Vacant or under construction	
	South	The Helm at Fountainhead Condos & Open Space	
	East	Vacant or under construction	
	West	Vacant or under construction	
Existing Zoning:		PD	
Proposed Zoning:		No change proposed	
Surrounding Zoning:	North	PD	
	South	PD	
	East	PD	
	West	PD	
Growth Plan Designation:		Residential Medium High: 8 to 12 units per acre	
Zoning within density range?		X	Yes
			No

ACTION REQUESTED: Adoption of resolution.

STAFF ANALYSIS: The applicant requests to vacate a utility, drainage and irrigation easement to allow for a larger building envelope for the lot located at 709 Eider Court. When this lot was platted (lot 5, block 2) an unusual jog was created in the building setbacks by an easement for the Grand Junction Drainage District's storm sewer line. The building setback line and utility and irrigation easement followed the drainage easement line for convenience purposes. The applicant has stated that they are having a difficult time selling that lot because of the unusual building envelope configuration. The 6260 square foot lot size has already limited the building envelope size. The drainage line within the easement will be relocated on adjacent property within The Helm at Fountainhead. The applicant has an agreement with The Helm's Homeowners Association to relocate the line in their common area. There are no utilities or irrigation lines in the portion of the easement that is being vacated.

After vacation, staff will process a minor amendment for a change in setbacks on the building envelope siting plan and the addition of a six-foot high fence between the Helm

and Fountain Greens. The setbacks will be 10-foot rear and 5-foot side except where the easement line requires a larger setback. The fence shall not exceed 2.5 feet in height in the front yard setback along Fountainhead Boulevard.

Review Criteria: At its January 16, 2000 hearing the City Planning Commission found that the request to vacate the easements conforms to the review criteria set forth in Section 2.11C as follows:

1. Granting the easement vacation does not conflict with applicable Sections of the Growth Plan, major street plan and other adopted plans and policies of the City.
2. No parcel becomes landlocked as a result of the vacation.
3. Access to any parcel is not restricted.
4. There are no adverse impacts on health, safety or welfare of the general community. The quality of public facilities and services provided to any parcel is not reduced due to this vacation.
5. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 6 of this Code.
6. The proposal provides benefits to the City by allowing more flexibility in the building envelope on the subject parcel.

PLANNING COMMISSION RECOMMENDATION: Approval of vacation of the utility, drainage and irrigation easements with the following condition:

1. The resolution vacating the easements shall not be recorded until the new drainage easement is obtained and the storm sewer line relocated.

Attachments to this report include the following:

1. Vicinity map
2. Aerial photo
3. Building Envelope Siting Plan (showing setbacks)
4. Revised Storm Drain Line Exhibit
5. Exhibit B – Easement area to be vacated
6. Exhibit B – Easement area to be acquired
7. Resolution

CITY OF GRAND JUNCTION

RESOLUTION NO. _____

**VACATING A UTILITY, DRAINAGE AND IRRIGATION EASEMENT ON LOT 5,
BLOCK 2, FOUNTAIN GREENS SUBDIVISION FILING NO. 1 LOCATED AT 709
EIDER COURT**

Recitals.

The applicant requests to vacate a utility, drainage and irrigation easement to allow for a larger building envelope for the lot located at 709 Eider Court. The drainage line within the easement will be relocated on adjacent property within The Helm at Fountainhead Subdivision. The applicant has an agreement with The Helms Homeowners Association to relocate the line in their common area in a drainage easement. There are no utilities or irrigation facilities in the easement.

At its January 16, 2000 hearing the City Planning Commission found that the request to vacate the easements conforms to the review criteria set forth in Section 2.11C and recommended approval of the easement vacation.

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

City Council finds that the vacation meets the criteria set forth in Section 2-11C of the Grand Junction Zoning and Development Code and in accordance therewith the following described utility, drainage and irrigation easement is hereby vacated:

A parcel of land being a portion of Lot 5, Block 2, of Fountain Greens Subdivision Filing One, as recorded in Plat Book 17, Pages 237-239, being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 5, Block 2, of Fountain Greens Subdivision Filing One; thence North 89 degrees 48 minutes 31 seconds East, along the south line of said Lot 5, a distance of 48.32 feet; thence North 18 degrees 26 minutes 03 seconds East, along the westerly line of an existing 10 foot Irrigation, Drainage, and Utility Easement, a distance of 10.55 feet to the POINT OF BEGINNING, being a point on the North line of an existing 10 foot Irrigation, Drainage, and Utility Easement; thence North 18 degrees 26 minutes 03 seconds East, a distance of 10.55 feet; thence North 89 degrees 48 minutes 31 seconds East, a distance of 30.19 feet; thence South 00 degrees 03 minutes 19 seconds West, a distance of 7.42 feet; thence South 74 degrees 51 minutes 12 seconds West, a distance of 9.99 feet; thence South 89 degrees 48 minutes 31 seconds West, a distance of 23.87 feet to the POINT OF BEGINNING.

PASSED and ADOPTED this day of , 2001.

ATTEST:

City Clerk

President of City Council

**Attach 11
Zoning Ordinance for Redlands Mesa, Phase 2**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	Amending the Zoning Ordinance for Redlands Mesa, Phase 2, South of the Ridges - PP-2000-236	
Meeting Date:	February 7, 2001	
Date Prepared:	January 31, 2001	
Author:	Kathy Portner	Acting Director
Presenter Name:	Kathy Portner	Acting Director
	Workshop	X Formal Agenda

Subject: First reading of the zoning ordinance for Redlands Mesa, Phase 2.

Summary: A request to approve zoning for Phase 2 of the proposed Redlands Mesa Development in the Ridges, consisting of parcels 9, 10A, 10B and 11 of the approved Outline Development Plan. The zoning ordinance establishes the allowed uses as 67 single-family homes.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: City Council approval of the first reading of the zoning ordinance and setting a hearing for February 21, 2001.

Citizen Presentation:	<input checked="" type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> If Yes,
Name:				
Purpose:				

Report results back to Council:	<input checked="" type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	When:	
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Placement on Agenda:	<input checked="" type="checkbox"/>	<input type="checkbox"/> Consent	<input type="checkbox"/> Indiv. Consideration	<input type="checkbox"/> Workshop
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AGENDA TOPIC: First reading of the zoning ordinance for Redlands Mesa, Phase 2.

SUMMARY: A request to approve zoning for Phase 2 of the proposed Redlands Mesa Development in the Ridges, consisting of parcels 9, 10A, 10B and 11 of the approved Outline Development Plan. The zoning ordinance establishes the allowed uses as 67 single-family homes.

BACKGROUND INFORMATION			
Location:		South of West Ridges Blvd in the Ridges	
Applicants:		Redlands Mesa, LLC	
Existing Land Use:		Undeveloped	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Single family residential and golf course	
	South	Undeveloped and golf course	
	East	Residential	
	West	Golf course	
Existing Zoning:		Planned Development (PD)	
Proposed Zoning:		Same	
Surrounding Zoning:	North	PD	
	South	PD	
	East	PD	
	West	PD	
Growth Plan Designation:		Residential Medium Low, 2 to 4 units per acre	
Zoning within density range?		X	Yes
			No

ACTION REQUESTED: City Council approval of the first reading of the zoning ordinance and setting a hearing for February 21, 2001.

Staff Analysis:

The Redlands Mesa development received design density and Outline Development Plan (ODP) approval for 526 residential units, a commercial parcel containing a clubhouse, offices and maintenance facility and an 18-hole golf course on 494 acres.

As each phase is proposed, a zoning ordinance is required to establish specific uses and density. A zoning ordinance for Phase 1 was previously approved by the City Council for the golf course, maintenance facility, clubhouse and 118 residential units.

The Preliminary Plan for Phase 2 was recently approved by the Planning Commission, which includes 12 lots on parcel 9, 4 lots on parcel 10B, 27 lots on parcel 10A and 24 lots on parcel 11, for a total of 67 lots. The total number of lots is a reduction from the maximum densities established for those parcels with the Outline Development Plan.

RECOMMENDATION:

Approval

CITY OF GRAND JUNCTION

ORDINANCE NO.

**ZONING LAND LOCATED SOUTH AND WEST OF THE RIDGES
KNOWN AS REDLANDS MESA, PHASE 2**

Recitals:

The proposed Redlands Mesa development received Design Density and Outline Development Plan approval by the Planning Commission and the City Council. The Preliminary Plan for Phase 2 of the development has been submitted and reviewed by the Planning Commission. Phase 2 includes 67 residential units. The Planning Commission and City Council hereby find that the request is in compliance with the Zoning and Development Code.

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

That the land described below is hereby zoned PD (Planned Development) with the allowed uses being a maximum of 67 single-family homes.

LEGAL DESCRIPTION: A parcel of land situated in portions of Sec 17, 19 and 20, T1S, R1W of the U.M., Mesa County, Colorado, described in Bk 1843 at Pgs 692 thru 698, said parcel being more particularly described by survey as follows: Beg at a pt on the E line of the NE1/4 SE1/4 of Sec 20, whence the E1/4 cor of Sec 20, a standard 3 1/2" aluminum cap set by PLS 18480 on an aluminum pipe, bears N01°14'38"E 130.74'; thence S01°14'38"W 1162.17' to the S1/16 cor on the E boundary of Sec 20, a Mesa County survey monument; thence along the E line of the SE1/4 SE1/4 of Sec 20, S01°16'22"W 1267.75' to a pt whence the SE cor of Sec 20, a BLM brass cap, bears S01°16'22"W 24.59'; thence S89°07'30"W 1224.69' to the E1/16 cor on the N boundary of Sec 29, T1S, R1W, a Mesa County survey monument; thence N89°06'43"W 95.80' to the E1/16 cor on the S boundary of Sec 20, a BLM Cadastral survey brass cap; thence N89°46'17"W 1318.92' to the S1/4 cor of Sec 20, a BLM Cadastral survey brass cap; thence N89°36'43"W 1320.84' to the W1/16 cor on the S boundary of Sec 20, a BLM Cadastral survey brass cap; thence N89°44'02"W 1320.20' to the SW cor of Sec 20, a BLM Cadastral survey brass cap; thence along the W line of the SW1/4 of Sec 20, N00°11'02"E 897.11' to a metal disk marker stamped LS5933 set in a stone; thence N89°49'40"W 500.09' to a rebar/cap LS5933; thence N30°11'54"E 470.92' to the 1/4 cor common to Sec 19 and 20, a Mesa County survey monument; thence S89°46'44"W 1300.13' to the center E1/16 cor of Sec 19, a Mesa County survey monument; thence N01°44'46"E 1291.50' to the NE1/16 cor of Sec 19, a Mesa County survey monument; thence N89°53'22"E 613.13' to a #5 rebar set in concrete; thence N65°17'32"E 535.96' to a #5 rebar set in concrete; thence N41°55'06"E 592.54' to a #5 rebar set in concrete; thence N58°16'03"E 495.53' to a #5 rebar set in concrete; N78°07'01"E 666.98' to a #5

rebar set in concrete; thence N33°06'25"E 350.67'; thence S68°41'19"E 588.44' to the westerly line of a parcel described in a title commitment prepared by Meridian Land Title, Inc., as an exception to said Parcel 1; thence along westerly line S23°37'49"W 430.49'; thence along the southerly line of said exception, N89°41'49"E 72.15'; to the westerly boundary of The Ridges Filing #6; thence along the westerly and southerly boundary of The Ridges Filing #6 the following courses: S00°00'00"E 122.33'; S44°10'50"E 244.94'; S69°22'18"E 54.27'; S48°35'48"E 55.79'; N85°06'40"E 92.27'; N17°21'30"E 92.69'; S82°14'50"E 30.14' to the southerly line of that parcel described in said title commitment as an exception to said Parcel 1; thence along southerly line S25°33'11"E 117.30'; thence along southerly line S66°34'51"E 133.09' to the westerly line of a parcel described in Bk 1843 at Pg 698; thence along westerly line S10°16'01"E 95.31'; thence along westerly line S68°50'18"E 72.62' to a #5 rebar with cap LS12770; thence departing said westerly line, 104.65' along the arc of a 50.00' rad non-tangent curve to the left, through a central angle of 119°55'32" with a chord bearing S25°03'53"E 86.57'; thence 283.58' along the arc of a 444.99' rad non-tangent curve to the right, through a central angle of 36°30'48", with a chord bearing S56°03'20"W 278.81'; thence 130.87' along the arc of a 150.00' rad curve to the left, through a central angle of 49°59'24", with a chord bearing S49°19'02"W 126.76'; thence S24°19'20"W 97.00' to a #5 rebar with cap LS 12770; thence N65°40'40"W 50.00' to a #5 rebar with cap LS 12770; thence 31.41' along the arc of a 20.00' rad non-tangent curve to the right, through a central angle of 90°00'00", with a chord bearing S69°19'20"W 28.28' to a #5 rebar; thence N65°40'40"W 49.00' to a #5 rebar set in concrete; thence S24°19'20"W 139.60' to a #5 rebar; thence N65°40'40"W 35.82' to a #5 rebar with cap LS 9960; thence S00°00'00"E 95.00' to a #5 rebar with cap LS 9960; thence S61°02'00"W 328.41' to a #5 rebar with cap LS 12770, the southerly and westerly boundary line of The Ridges Fil #5; thence along the southerly and westerly boundary line of The Ridges Fil #5 the following courses: S28°58'00"E 43.03'; 148.29' along the arc of a 260.00' rad curve to the right, through a central angle of 32°40'46", with a chord bearing S12°37'37"E 146.29'; 437.10' along the arc of a 290.00' rad curve to the left, through a central angle of 86°21'34" with a chord bearing S39°28'03"E 396.89'; S30°57'24"E 145.53' to a #5 rebar with cap LS 9960; S39°51'00"E 121.67'; S36°13'27"E 244.71' to a #5 rebar with cap LS 9960; S73°52'00"E 335.71'; N50°31'05"E 317.42'; N14°29'37"W 381.25' to a #5 rebar with cap LS 9960 on the southerly boundary line of The Ridges Fil #4; thence along the southerly boundary line of The Ridges Fil #4 the following courses: S81°52'12"E 71.57'; 482.20' along the arc of a 1040.00' rad curve to the left, through a central angle of 26°33'55", with a chord bearing N84°50'51"E 477.89'; N71°33'54"E 360.00'; 111.41' along the arc of a 540.00' rad curve to the left, through a central angle of 11°49'15", with a chord bearing N65°39'17"E 111.21' to the westerly boundary line of the Gardner Lake parcel; thence along the westerly and southerly boundary of the Gardner Lake parcel the following courses: S18°35'50"W 335.00' to a #5 rebar with cap LS 12770; S34°39'50"E 150.00'; S84°28'10"E 272.64'; N55°13'20"E 220.00'; N38°34'30"E 120.00' to the southerly boundary line of The Ridges Fil #3; thence along the southerly boundary line of The Ridges Fil #3 the following Courses: S90°00'00"E 143.35'; 103.76' along the arc of a 800.00' rad curve to the left, through a central angle of 07°25'54" with a chord bearing N86°17'03"E 103.69' to a #5 rebar with cap LS 9960; S07°25'54"E 110.00' to a #5 rebar with cap LS 9960; N82°34'06"E 240.00'

to a #5 rebar with cap LS 9960; S89°18'55"E 87.26' to a #5 rebar with cap LS 9960; S53°14'24"E 119.27' to a #5 rebar with cap LS 9960; S26°05'44"E 251.58'; N63°56'00"E 110.00'; S26°04'00"E 160.00' to POB. EXCEPT a parcel conveyed to the County of Mesa by instrument recd at Bk 964 Pg 653.

INTRODUCED for FIRST READING and PUBLICATION this 7th day of February, 2001.

PASSED on SECOND READING this ____ day of _____, 2001.

ATTEST:

City Clerk

President of City Council

**Attach 12
Big T Properties – Vacation of Easement**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	Big T Properties – Vacation of Easement	
Meeting Date:	February 7, 2001	
Date Prepared:	January 24, 2001	
Author:	Joe Carter	Associate Planner
Presenter Name:	Joe Carter	Associate Planner
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/> Formal Agenda

Subject: Vacation of Easement, SS-2000-181, Simple Subdivision – Big T Properties

Summary: The petitioner is requesting approval of a vacation of a 10' utility and irrigation easement in a C-1 zone.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: Approval

Citizen Presentation:	<input checked="" type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	If Yes,
Name:				
Purpose:				

Report results back to Council:	<input checked="" type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	When:	
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Placement on Agenda:	<input checked="" type="checkbox"/>	<input type="checkbox"/> Consent	<input type="checkbox"/> Indiv. Consideration	<input type="checkbox"/> Workshop
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CITY OF GRAND JUNCTION

MEETING DATE: February 7, 2001

PLANNING COMMISSION

STAFF PRESENTATION: Joe Carter

AGENDA TOPIC: Vacation of Easements, SS-2000-181, Simple Subdivision – Big T Properties

SUMMARY: The petitioner is requesting approval of a vacation of a 10' utility and irrigation easement in a C-1 zone.

ACTION REQUESTED: Approval

BACKGROUND INFORMATION					
Location:		NE corner of Industrial Blvd and 24 ½ Road			
Applicants:		Karin Sumrall, Petitioner Gayle Lyman, Representative			
Existing Land Use:		Vacant			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Commercial			
	South	Commercial			
	East	Commercial			
	West	Commercial			
Existing Zoning:		C-1, Light Commercial			
Proposed Zoning:		C-1, Light Commercial			
Surrounding Zoning:	North	C-1, (City)			
	South	C-1, (City)			
	East	C-1, (City)			
	West	C-1, (City)			
Growth Plan Designation:		Commercial			
Zoning within density range?		N/A	Yes		No

PROJECT ANALYSIS

The petitioners are requesting approval of a 10' utility and irrigation easement vacation in a C-1 zone. The proposal includes a simple subdivision and a site plan review. The simple subdivision combines Lots 3, 4, 5, and 6 of Durham Center subdivision into one lot. The Site Plan Review is for a Chili's Restaurant.

The vacation of this easement is a result of the requested simple subdivision. The easement provided irrigation water and drainage to all 6 lots of Durham Center Subdivision. At the time these lot lines are adjusted by the Simple Subdivision only 2 lots will exist and the easement is no longer needed.

STAFF RECOMMENDATION:

Approval

RECOMMENDED PLANNING COMMISSION MOTION:

The Planning Commission forwarded a recommendation of approval.

Attachments:

- a. Resolution
- b. General location map
- c. Preliminary Plat

CITY OF GRAND JUNCTION

RESOLUTION NO. _____

**VACATING A UTILITY AND IRRIGATION EASEMENT
AT THE NORTHEAST CORNER OF 24½ ROAD
AND INDUSTRIAL BOULEVARD**

Recitals:

This resolution vacates a ten foot wide utility and irrigation easement across Durham Center subdivision located on the northeast corner of 24 ½ Road and Industrial Boulevard. All relevant utility companies have agreed to the vacation and Staff recommends approval.

The Planning Commission has heard and considered the request and found that the criteria of the Zoning and Development Code have been met. The Planning Commission recommends that the vacation be approved.

NOW, THERE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT;

1. The following described easement is hereby vacated:

A certain 10 foot wide Irrigation and Utility easement lying in the Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 9, Township 1 South, Range 1 West, Ute Meridian, Mesa County Colorado, being a portion of Lots 3 through 8, inclusive, Plat of Durham Center, as same is recorded in Plat Book 9, Page 54, Public Records of Mesa County, Colorado, the centerline being more particularly described as follows:

BEGINNING at a point on the South line of Lot 5, Plat of Durham Center, as same is recorded in Plat Book 9, Page 54, Public Records of Mesa County, Colorado, said point lying 5.0 feet West of the Southeast corner of said Lot 5, thence Westerly along the South line of Lots 4, 5 and 6, also being the North line of Lots 3, 7 and 8, to a point 30.0 feet West of the Southeast corner of said Lot 4, said point being the terminus of the above described centerline of said 10 foot wide Irrigation and Utility easement.

Containing 1250 square feet, more or less, as described.

PASSED and ADOPTED this _____ day of _____, 2001.

ATTEST:

City Clerk

President of City Council

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	Etter-Epstein ODP	
Meeting Date:	February 7, 2001	
Date Prepared:	January 31, 2001	
Author:	Kristen Ashbeck	Senior Planner
Presenter Name:	Same	Same
	Workshop	X Formal Agenda

Subject: ODP-2000-058: Etter-Epstein Outline Development Plan (ODP)
Request for approval of an Outline Development Plan (ODP) to establish a Planned Development (PD) zone district consisting of Business/Commercial, Residential, and Open Space uses. Upon remand by City Council, Planning Commission approved the ODP and recommended approval of the PD zoning subject to conditions. The applicant has appealed the condition pertaining to maximum building height. The appeal will be heard with second reading of the proposed zoning ordinance.

Summary: The 22.56-acre Etter-Epstein property is located at the southeast corner of Horizon Drive and G Road and consists of three parcels of land. Approximately 1.4 acres of the property is public right-of-way due to the realignment of 27.5 Road and the Horizon Drive/G Road intersection. The parcels are presently zoned Planned Development (PD) but a plan has never been established for the property. The property owners are proposing this ODP to retain the PD zoning.

Background Information: See Attached Staff Report

Budget: N/A

Action Requested (by applicant): 1) Uphold appeal of applicant and approve the ODP for the Etter-Epstein property that establishes a PD zone district; and 2) Approve ordinance zoning land known as the Etter-Epstein Planned Development (PD) and set hearing for February 21, 2001.

Citizen Presentation:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	If Yes,	
Name:						
Purpose:						
Report results back to Council:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When:	
Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop

AGENDA TOPIC: ODP-2000-058 Etter-Epstein Outline Development Plan (ODP) Request for approval of an ODP for a Planned Development consisting of Business/Commercial, Residential, and Open Space uses.

SUMMARY: The 22.56-acre Etter-Epstein ODP property consists of three parcels of land. The parcels are presently zoned Planned Development (PD) but a plan has never been established for the property. The property owners propose this ODP to establish a plan and maintain the PD zoning.

City Council remanded the application to Planning Commission with instructions to consider concessions made by the applicant and concerns expressed including building height, density, airport critical zone, set backs and buffering. Planning Commission, at its January 16, 2001 meeting, approved the ODP and recommended approval of the PD zoning subject to conditions. The applicant has appealed the condition pertaining to maximum building height.

BACKGROUND INFORMATION		
Location:		Southeast Corner Horizon Drive and G Road
Applicants:		Etter Estate and Emanuel Epstein, Owners Bruce Phillips, Representative
Existing Land Use:		1 Single Family Residence & Vacant
Proposed Land Use:		Business/Commercial, Res., Open Space
Surrounding Land Use:	North	Vacant & Commercial (Hotel)
	South	Single Family Residential (Ptarmigan Ridge, Ptarmigan Point & O’Nan)
	East	Single Family Residential (Ptarmigan Ridge) and Church
	West	Vacant
Existing Zoning:		Planned Development (PD)
Proposed Zoning:		Same
Surrounding Zoning:	North	Light Commercial (C-1)
	South	PD (Residential)
	East	PD (Residential) & Residential Single Family 4 units per acre (RSF-4)
	West	C-1 & RSF-4
Growth Plan Designation:		Residential Medium-Low: 2 to 4 units per acre & Residential-High: 12+ units per acre

Zoning within density range?		Yes	X	No
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ACTION REQUESTED: Approve the ODP and zoning for the Etter-Epstein property that establishes a PD zone district.

Staff Analysis:

Project Background/Summary. The applicant has requested approval of an ODP for three parcels totaling 22.56 acres located on the southeast corner of Horizon Drive and G Road. During the process to create the new zoning map, staff initially proposed to zone all three parcels Residential Single Family, 1 unit per 5 acres (RSF-R) due to the natural constraints of the property and its partial location within the Airport Critical Zone. However, Council agreed to adopt the new zoning map showing these parcels as Planned Development (PD) with the understanding that a plan for the property would have to be proposed and approved for the PD zoning to be maintained on the property.

The Future Land Use Map of the Growth Plan shows these parcels to remain residential, with the easterly two parcels at a low density of 2-4 units per acre and the westerly parcel high density of 12+ units per acre.

The purpose of this ODP is to establish a plan for the properties and demonstrate that the parcels can be compatible for the intended uses. The applicant’s design intent is to serve as a transitional area between the commercial uses along Horizon Drive and the single family residential uses to the south. The following mix of uses is proposed as indicated on the ODP plan and stated in the applicant’s narrative.

Business/Commercial	12.5 acres	125,000 to 250,000 sf
Residential, 4-8 du/ac	5.26 acres	Maximum 21 units (4 du/ac)
Open Space	3.18 acres	
27.5 Road Right-of-Way	1.62 acres	

Business/Commercial Land Use/Development Standards. The ODP proposes the uses listed below to be allowed in Business/Commercial areas 1, 2 and 3.

- | | |
|--|----------------------------|
| Business Residence | Multifamily Residential |
| Townhome | Assisted Living Facility |
| General day care | Medical and Dental Clinics |
| Parks | Religious Assembly |
| Hotels and motels | General Offices |
| Miniature golf | Health club |
| Retail Alcohol Sales | Bar, Nightclub |
| Food Service, Catering | Food Service, Restaurant |
| Small appliance repair | Personal services |
| Car wash | Gasoline service station |
| Quick lube | Limited vehicle service |
| Community Activity Building/Community Services | |
| Museums, art galleries, opera houses, single screen theater, libraries | |

Counseling centers (nonresident)

General retail sales with indoor operations, display and storage

The applicant agreed to remove some uses from Area 4 along 27.5 Road including:

- Bar, nightclub and retail alcohol sales, unless an accessory use to a motel or hotel
- Lube and oil change
- Automotive repair
- Gas station

A condition of approval from Planning Commission suggested that the list of uses to be excluded also include car wash and that the uses also be eliminated from Area 1 and the eastern portion of Area 3 (noted as the "Etter Residence" on the ODP). The applicant has agreed with this condition.

The applicant is proposing that the bulk requirements of the C-1 zone district apply to the business/commercial areas of the site except for building height limitations. The maximum height in the C-1 zone district in this area is 40 feet. The applicant is proposing that the maximum height in areas 1 and 4 be 35 feet which is compatible with the adjacent residential areas and 65 feet above the grade of Horizon Drive nor 35 feet from the old section of 27.5 Road in areas 2 and 3.

Planning Commission raised concerns with the proposed maximum building height and added a condition of approval that the height be restricted to 40 feet as measured from Horizon Drive and not to exceed 30 feet when measured along the old segment of 27.5 Road. The applicant has appealed this condition of approval.

Residential Land Use/Development Standards. A residential density of up to 4 units per acre, or a maximum of 21 dwelling units is proposed, with the following uses allowed:

Single family attached	Duplex
Single family detached	Multifamily
Townhome	Assisted Living Facility

Residential uses with a density of up to 4 units per acre may be allowed within the Airport Critical Zone, if a Conditional Use Permit is obtained and noise reduction measures are applied. The applicant is proposing that the bulk standards of the Residential Multifamily 8 units per acre (RMF-8) zone district apply to the residential area of the ODP (Area 5). A condition of approval from Planning Commission was that the rear or side yard setback as applicable in the residential Area 5, shall be a minimum of 25 feet from the southern property line (common with Ptarmigan Ridge and Ptarmigan Point). The applicant has agreed to this revision to the proposed setbacks

Open Space Land Use/Development Standards. Proposed uses allowed in the Open Space Area include:

- Underground utilities
- Road right-of-way
- Pedestrian and recreational amenities

No bulk standards were proposed for open space areas of the ODP. Therefore, it is assumed that the open space areas are to be considered “no build” areas.

Development Schedule. The applicant has not proposed a phasing plan with the ODP, but is requesting that the ODP be valid for a period of 3 years from the date of approval. Given the pace of development along the Horizon Drive corridor and the amount of vacant land along it, a three-year time frame for the ODP seems reasonable.

Site Access and Traffic Patterns. The recently completed road realignment and reconstruction work on Horizon Drive, G Road and 27.5 Road has a significant impact on site access and traffic patterns. The specific access points shown on the ODP plan will need to be analyzed in a traffic study at the Preliminary Plan phase to demonstrate that they can operate safely. Access to the proposed Business/Commercial areas will primarily be from Horizon Drive to minimize the traffic impact on existing residential areas to the south and east of the property. Planning Commission added a condition of approval that the use shall minimize traffic impacts to the old segment of 27-1/2 Road.

Other Constraints. Natural constraints on the Etter-Epstein property include topography and the potential for wetlands. There is a 30-foot topographical break that runs northeast-southwest through the property, parallel to Horizon Drive. Some of this was and still is being regraded with the 27.5 Road project to meet a 7 percent grade for the roadway. It is assumed that comparable site grading could be accomplished on the Business/Commercial sites along Horizon Drive, or the applicant has suggested that the sites could be terraced with “walk-out” multi-story structures. Staff is in agreement with this analysis. Determination of wetlands and the potential mitigation of disturbance will need to be addressed in greater detail prior to submittal of a Preliminary Plan.

Findings of Review.

a. Section 2.12 of the Zoning and Development Code lists criteria by which an ODP application shall be reviewed. An ODP application shall demonstrate conformance with all of the criteria. Staff’s findings relative to the criteria and the plan revisions outlined above are listed below.

Growth Plan, Major Street Plan and Other Adopted Plans & Policies. The proposal is not in conformance with the Growth Plan, however, previous zoning on the site suggested that non-residential uses might be appropriate for the property. The residential use proposed at a density of 4 units per acre may be compatible with the Airport Environs Overlay, provided a Conditional Use Permit is approved at a subsequent phase of development.

Rezone Criteria. The proposal generally meets the rezone criteria.

Corridor Guidelines/Overlay Districts. The residential component of the proposal generally conforms to the Airport Environs Overlay, provided a Conditional Use Permit is approved at a subsequent phase of development.

Adequate Public Services. Since this is an infill site, adequate public services and facilities exist to the site.

Adequate Circulation and Access. Access and circulation are adequate to the site and were recently improved with the Horizon Drive reconstruction and G Road/27.5 Road realignment project.

Appropriate Screening and Buffering. Due to the natural amenities/constraints on the property, the plan can adequately provide for screening and buffering between land uses.

Appropriate Range of Density/Intensity. The residential component of the proposal may be appropriate for its location in the Critical Zone and is compatible with surrounding residential densities. The proposed intensity of the business/commercial component appears appropriate, but uses should be limited (as revised for Area 4) where these sites are directly adjacent to residential use or zoning (Area 1 just north of the O’Nan Subdivision and the eastern portion of Area 3 across the street from Ptarmigan Estates).

Appropriate Minimum Standards. The applicant proposed standards compatible with the straight zones of C-1 and RMF-8 with some modification to the maximum building height for business/commercial areas 2 and 3. Additional buffering between Area 5 and the existing residential area to the south is desirable. This can be addressed by increasing the required setback from the southern property line to be consistent with that in the adjacent established residential area and further with the Conditional Use Permit required for the proposed residential use in the Critical Zone.

Appropriate Phasing Schedule. The applicant has requested that the ODP be valid for a period of 3 years from the time the 27-1/2 Road street improvements are 100 percent complete. Staff recommends that the period be from the date of approval rather than completion of the street improvements.

Minimum 20-Acre Size. The Etter-Epstein property, less the area to be set aside as right-of-way is 20.94 acres.

b. Section 2.6 of the Zoning and Development Code lists criteria by which a rezone application shall be reviewed. Staff’s findings relative to the criteria and the plan revisions outlined above are listed below.

Existing Zoning in Error. The existing zoning constitutes a planned zone without a plan. In conjunction with the ODP, adoption of the zoning ordinance will establish a plan to maintain the PD zoning.

Change of Neighborhood Character. The recently-completed Horizon Drive reconstruction and G Road/27.5 Road realignment project had a significant impact on this property and the surrounding neighborhood. The new streets make the Etter-Epstein property more developable for a mix of uses.

Neighborhood Compatibility. Due to the natural and man-made constraints, the Etter-Epstein property is conducive to a mixed-use zoning that provides a transition from the commercial uses on the Horizon Drive corridor to the adjacent single family residential areas to the south and east. The proposed ODP accommodates this necessary transition.

Community or Neighborhood Benefit. Infill development such as that proposed by this plan and zone is a community goal. It also meets the goal of minimizing vehicular traffic to and from neighborhood services if these can be provided adjacent to residential areas as proposed by this plan.

PLANNING COMMISSION RECOMMENDATION (1/16/01 – 7-0): Approval of the ODP and zoning for the Etter-Epstein property with the following conditions:

- 1) Uses to be excluded from Areas 1, 4 and the eastern area of 3 (Etter Residence): quick lubes, auto repair, gas station, car wash, bar/nightclub or retail liquor sales, unless an accessory use to a motel/hotel.
- 2) The rear or side yard setback as applicable in the residential Area 5, shall be a minimum of 25 feet from the southern property line (common with Ptarmigan Ridge and Ptarmigan Point).
- 3) The maximum building height shall be restricted to 40 feet as measured from Horizon Drive and not to exceed 30 feet when measured along the old segment of 27.5 Road, whichever is more restrictive. NOTE: minutes are not clear as to which areas this restriction applies to—40 feet is higher than the 35 feet applicant proposed in areas 1 and 4.
- 4) The use shall minimize traffic impacts to the old segment of 27.5 Road.

Conditions 2 and 3 have already been incorporated into the proposed zoning ordinance.

- ATTACHMENTS:
- a. Proposed Ordinance
 - b. Letter of Appeal
 - c. Aerial Photo Location Map
 - d. Assessor's Map
 - e. Minutes of 12/6/00 City Council
 - f. Draft Minutes of 1/16/01 Planning Commission
 - g. Materials Provided by Applicant – Plans & Narrative
 - h. Letters from Concerned Citizens

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**ZONING THREE PARCELS OF LAND LOCATED
ON THE SOUTHEAST CORNER OF THE HORIZON DRIVE AND
G ROAD INTERSECTION**

Recitals.

A rezoning of the property to establish a plan for a Planned Development (PD) has been requested for three properties located on the southeast corner of the intersection of Horizon Drive and G Road. The property is generally known as the Etter-Epstein property. The City Council finds that the request meets the goals and policies set forth by the *Growth Plan*. City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PROPERTY DESCRIBED BELOW IS HEREBY ZONED PLANNED DEVELOPMENT (PD):

Parcel 2945-012-00-008

Beginning at the NE corner NE4NW4 Section 1 1S 1W South 230 ft West 230 ft North 230 ft East to the Point of Beginning EXC road ROW as per Book 1426 Pages 244-245 Mesa County records; and also

Parcel 2945-012-00-075/076

That part of NW4 NW4 Section 1 1S 1W S + East of County Highway EXC road ROW as per Book 1426 Pages 244-245 Mesa County records; and also

Parcel 2945-012-00-073/074

Beginning Northeast corner NE4 NW4 Section 1 1S 1W S 782.5 ft West 408 ft South 82deg49' West 220 ft South 55deg57' W 596 ft West 190 ft to West LI NE4 NW4 North to County Highway Northeasterly along highway to North line 4 NW4 E to beginning EXC road on East + EXC North 230 ft of East 230 ft of NE4NW4 EXC Road ROW as per Book 1426 Pages 244-245 Mesa County Records.

The uses of the property allowed by the zoning shall be as generally depicted on the Outline Development Plan (ODP) attached as Exhibit A:

Business/Commercial	12.5 acres	125,000 to 250,000 sf
Residential, 4-8 du/ac	5.26 acres	Maximum 21 units (4 du/ac)
Open Space	3.18 acres	

A list of the types of allowed uses are as follows corresponding to denominated areas on Exhibit A.

BUSINESS/COMMERCIAL USES (Area 2 and western portion of Area 3):

Business Residence	Multifamily Residential
Townhome	Assisted Living Facility
General day care	Medical and Dental Clinics
Parks	Religious Assembly
Hotels and motels	General Offices
Miniature golf	Health club
Retail Alcohol Sales	Bar, Nightclub
Food Service, Catering	Food Service, Restaurant
Small appliance repair	Personal services
Car wash	Gasoline service station
Quick lube	Limited vehicle service
Community Activity Building/Community Services	
Museums, art galleries, opera houses, single screen theater, libraries	
Counseling centers (nonresident)	
General retail sales with indoor operations, display and storage	

BUSINESS/COMMERCIAL USES (Areas 1, 4 and eastern portion of Area 3 (Etter Residence):

Business Residence	Multifamily Residential
Townhome	Assisted Living Facility
General day care	Medical and Dental Clinics
Parks	Religious Assembly
Hotels and motels	General Offices
Miniature golf	Health club
Food Service, Catering	Food Service, Restaurant
Small appliance repair	Personal services
Community Activity Building/Community Services	
Museums, art galleries, opera houses, single screen theater, libraries	
Counseling centers (nonresident)	
General retail sales with indoor operations, display and storage	

RESIDENTIAL USES (Area 5 with a maximum of 21 dwelling units):

Single family attached	Duplex
Single family detached	Multifamily
Townhome	Assisted Living Facility

OPEN SPACE USES (No-Build areas):

- Underground utilities
- Road right-of-way
- Pedestrian and recreational amenities

2) The bulk requirements for this zone and property shall be as follows:

Business/Commercial Areas: Same as Light Commercial (C-1) in section 3.4 of the March 7, 2000, City of Grand Junction, Zoning and Development Code except for: Maximum building height as follows (refer to Exhibit A attached).

Areas 1 & 4: 35 feet

Areas 2: Building heights shall not exceed 65 feet above Horizon Drive

Area 3: Building heights shall not exceed 65 feet above Horizon Drive nor 35 feet above the north/south section (old alignment) of 27.5 Road

Residential Areas: Same as Residential Multifamily 8 units per acre (RMF-8) in section 3.3 of the March 7, 2000, City of Grand Junction, Zoning and Development Code, EXCEPT for the rear or side yard setback as applicable in the residential Area 5, shall be a minimum of 25 feet from the southern property line (common with Ptarmigan Ridge and Ptarmigan Point).

3) Per Section 7.3 of the March 7, 2000, City of Grand Junction, Zoning and Development Code, a Conditional Use Permit shall be required at a subsequent phase of development in order to establish a residential density of up to 4 units per acre within the Airport Critical Zone.

4) The ODP shall be valid for a period of 3 years from the date of approval.

INTRODUCED for FIRST READING and PUBLICATION this 7th day of February 2001.

PASSED on SECOND READING this 21st day of February 2001.

ATTEST:

City Clerk

President of Council

**Attach 14
Traver Annexation**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Traver Annexation		
Meeting Date:	February 7, 2001		
Date Prepared:	January 31, 2001		
Author:	Kristen Ashbeck	Senior Planner	
Presenter Name:	Kristen Ashbeck	Senior Planner	
	Workshop	X	Formal Agenda

Subject: Annexation of the Traver Annexation - ANX-2001-011

Summary: Resolution for Referral of Petition to Annex/First Reading of the annexation ordinance/Exercising land use jurisdiction immediately for the Traver Annexation located at 2980 Rood Avenue/2986 D Road (ANX-2001-011) including a portion of the D Road right-of-way. This 31.98-acre annexation consists of two parcels of land.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: It is recommended that City Council approve the Referral of Petition to Annex/First Reading of the annexation ordinance/Exercising land use jurisdiction immediately for the Traver Annexation and set a hearing for March 21, 2001.

Citizen Presentation:	X	No	Yes	If Yes,
Name:				
Purpose:				

Report results back to Council:	X	No	Yes	When:	
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Placement on Agenda:	X	Consent	Indiv. Consideration	Workshop
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BACKGROUND INFORMATION			
Location:		2980 Rood Avenue / 2986 D Road	
Applicants:		Richard and Marianne Traver	
Existing Land Use:		Vacant	
Proposed Land Use:		Single Family Residential	
Surrounding Land Use:	North	Large Lot Single Family Residential	
	South	Large Lot Single Family Residential	
	East	Large Lot Single Family Residential	
	West	Large Lot Single Family Residential	
Existing Zoning:		RSF-R (AFT) in County	
Proposed Zoning:		RSF-4	
Surrounding Zoning:	North	RSF-R (Mesa County)	
	South	RSF-R (Mesa County)	
	East	RSF-R (Mesa County) and PD (City)	
	West	RSF-R (Mesa County)	
Growth Plan Designation:		Residential with 4 to 8 units per acre	
Zoning within density range?		X	Yes
			No

Staff Analysis:

ANNEXATION:

This annexation area consists of annexing 31.98 acres of land including portions of the D Road right-of-way. The property owners have requested annexation into the City as the result of proposing to rezone and subdivide the properties into single family residential lots. Under the 1998 Persigo Agreement all such types of development require annexation and processing in the City.

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

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

- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

<u>ANNEXATION SCHEDULE</u>	
Feb 7th	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
Feb 13th	Planning Commission considers Zone of Annexation
March 7th	First Reading on Zoning by City Council
March 21st	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
Apr 22nd	Effective date of Annexation and Zoning

Action Requested/Recommendation: It is recommended that City Council approve the Traver Annexation.

Attachments:

1. Traver Annexation Summary
2. Resolution of Referral of Petition
3. Annexation Ordinances
4. Annexation Maps

TRAVER ANNEXATION SUMMARY		
File Number:		ANX-2001-011
Location:		2980 Rood Avenue / 2986 D Road
Tax ID Numbers:		2945-174-00-130 & 2945-174-14-005
Parcels:		2
Estimated Population:		0 (222 with proposed development)
# of Parcels (owner occupied):		0
# of Dwelling Units:		0 (96 with proposed development)
Acres land annexed:		31.98
Developable Acres Remaining:		31.98
Right-of-way in Annexation:		D Road: 165 ft of north half of D Road, See Map
Previous County Zoning:		RSF-R (County)
Proposed City Zoning:		Residential Single Family with a maximum density of 4 units per acre (RSF-4)
Current Land Use:		Vacant
Future Land Use:		Detached Single Family Residential
Values:	Assessed:	= \$ 32,010
	Actual:	= \$ 110,400
Census Tract:		8
Address Ranges:		Even Addresses - 2974 to 2994 D Road
Special Districts:	Water:	Ute Water
	Sewer:	Central Grand Valley
	Fire:	Grand Junction Rural
	Drainage:	Grand Junction Drainage District
	School:	District 51
	Pest:	N/A

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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 7th day of February, 2001, the following Resolution was adopted:

**CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. ____**

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

**A SERIAL ANNEXATION COMPRISING TRAVER ANNEXATION No. 1
and TRAVER ANNEXATION No. 2**

**LOCATED at 2980 Rood Avenue / 2986 D Road
Including a portion of the D Road Right-of-Way**

WHEREAS, on the 7th day of February, 2001, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

TRAVER ANNEXATION NO. 1

A parcel of land situate in the SW 1/4 SW 1/4 of Section 16, the SE 1/4 SE 1/4 of Section 17, the NE 1/4 NE 1/4 of Section 20 and in the NW 1/4 NW 1/4 of Section 21 all in Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the SE corner of said Section 17; thence S 89°59'45" E along the south line of the SW 1/4 SW 1/4 of said Section 16 a distance of 60.00 feet to a point; thence leaving said south line S 00°01'05" W a distance of 5.00 feet to a point; thence N 89°59'45" W along a line 5.00 feet south of and parallel with the north line of the NW 1/4 NW 1/4 of said Section 21 a distance of 60.00 feet to a point on the east line of the NE 1/4 NE 1/4 of said Section 20; thence S 89°57'32" W along a line 5.00 feet south of and parallel with the north line of said NE 1/4 NE 1/4 a distance of 337.49 feet to a point; thence N 00°01'40" W a distance of 5.00 feet to a point on the south line of the SE 1/4 SE 1/4 of said Section 17; thence N 00°01'40" W a distance of 1049.98 feet to a point; thence along a line 10.00 south of and parallel with the approximate southerly right of way line for the Grand Valley Irrigation Company Canal the following 3 courses:

- 1) N 84°09'52" W a distance of 56.91 feet to a point;
 - 2) S 78°48'05" W a distance of 251.29 feet to a point;
 - 3) S 79°21'59" W a distance of 138.83 feet to a point;
- thence N 11°21'09" W a distance of 10.00 feet to a point on the approximate southerly right of way line for said Grand Valley Irrigation Company Canal; thence along said approximate southerly right of way line the following 3 courses:
- 1) N 79°21'59" E a distance of 138.86 feet to a point;
 - 2) N 78°48'05" E a distance of 252.79 feet to a point;
 - 3) S 84°09'52" E a distance of 67.43 feet to the northwest corner of Lot 5 of Wilkinson Subdivision;

thence S 00°01'40" E along the east line of the west 990.00 feet of the SE 1/4 SE 1/4 of said Section 17 a distance of 795.00 feet to the southwest corner of Lot 1 of said Wilkinson Subdivision; thence continuing along the east line of the west 990.00 feet of the SE 1/4 SE 1/4 of said Section 17 S 00°01'40" E a distance of 223.00 feet to a point on the north right of way line for D Road; thence N 89°57'32" E along said north right of way line a distance of 162.49 feet to a point; thence leaving said north right of way line S 00°01'40" E a distance of 41.00 feet to a point on the south line of the SE 1/4 SE 1/4 of said Section 17; thence N 89°57'32" E along the south line of said SE 1/4 SE 1/4 a distance of 165.00 feet to the point of beginning.

TRAVER ANNEXATION NO. 2

A parcel of land situate in the SE 1/4 SE 1/4 and in the NE 1/4 SE 1/4 of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the SE 1/16 corner of said Section 17; thence N 00°01'40" W along the west line of the NE 1/4 SE 1/4 of said Section 17 a distance of 848.96 feet to the northwest corner of Lot 2 of Brown's Minor Subdivision II; thence N 90°00'00" E along the north line of said Lot 2 a distance of 329.82 feet to the northeast corner of said Lot 2; thence S 00°01'17" E along the east line of said Lot 2 a distance of 848.86 feet to a point on the north line of the SE 1/4 SE 1/4 of said Section 17; thence continuing along the east line of said Lot 2 S 00°03'36" E a distance of 342.98 feet to the southeast corner of said Lot 2; thence S 00°03'36" E a distance of 20.22 feet to a point on the approximate southerly right of way line for the Grand Valley Irrigation Company Canal; thence along the approximate southerly right of way line for said Grand Valley Irrigation Company Canal the following 3 courses:

- 1) N 83°35'49" E a distance of 64.97 feet to a point;
- 2) N 81°10'14" E a distance of 57.58 feet to a point;
- 3) N 77°55'42" E a distance of 89.00 feet to a point;

thence leaving said approximate southerly right of way line S 11°21'09" E a distance of 10.00 feet to a point; thence along a line 10.00 feet south of and parallel with the approximate southerly right of way line for said Grand Valley Irrigation Company Canal the following 3 courses:

- 1) N 79°21'59" E a distance of 138.83 feet to a point;
- 2) N 78°48'05" E a distance of 251.29 feet to a point;
- 3) S 84°09'52" E a distance of 56.91 feet to a point;

thence S 00°01'40" E along a line 10.00 feet west of and parallel with the east line of the west 990.00 feet of the SE 1/4 SE 1/4 of said Section 17 a distance of 1049.98 feet to a point on the south line of said SE 1/4 SE 1/4; thence S 89°57'32" W along the south line of said SE 1/4 SE 1/4 a distance of 980.00 feet to the E 1/16 corner on the south line of said Section 17; thence N 00°01'40" W along the west line of the SE 1/4 SE 1/4 of said Section 17 a distance of 1002.31 feet to the southwest corner of Lot 2 of said Brown's Minor Subdivision II; thence continuing along the west line of said SE 1/4 SE 1/4 N 00°01'40" W a distance of 317.95 feet to the point of beginning.

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

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

1. That a hearing will be held on the 21st day of March, 2001, in the auditorium of the Grand Junction City Hall, located at 250 N. Fifth Street, Grand Junction, Colorado, at 7:30 p.m. to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this 7th day of February, 2001.

Attest:

President of the Council

City Clerk

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

City Clerk

<i>PUBLISHED</i>
February 9, 2001
February 16, 2001
February 23, 2001
March 2, 2001

**CITY OF GRAND JUNCTION, COLORADO
ORDINANCE NO.**

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

TRAVER ANNEXATION No. 1

APPROXIMATELY 0.54 ACRES

**LOCATED 2986 D Road and
Including a portion of the D Road Right-of-way**

WHEREAS, on the 7th day of February, 2001, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 21st day of March, 2001; and

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

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

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

TRAVER ANNEXATION NO. 1

A parcel of land situate in the SW 1/4 SW 1/4 of Section 16, the SE 1/4 SE 1/4 of Section 17, the NE 1/4 NE 1/4 of Section 20 and in the NW 1/4 NW 1/4 of Section 21 all in Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the SE corner of said Section 17; thence S 89°59'45" E along the south line of the SW 1/4 SW 1/4 of said Section 16 a distance of 60.00 feet to a point; thence leaving said south line S 00°01'05" W a distance of 5.00 feet to a point; thence N 89°59'45" W along a line 5.00 feet south of and parallel with the north line of the NW 1/4 NW 1/4 of said Section 21 a distance of 60.00 feet to a point on the east line of the NE 1/4 NE 1/4 of said Section 20; thence S 89°57'32" W along a line 5.00 feet south of and parallel with the north line of said NE 1/4 NE 1/4 a distance of 337.49 feet to a point; thence N 00°01'40" W a distance of 5.00 feet to a point on the south line of the SE 1/4

SE 1/4 of said Section 17; thence N 00°01'40" W a distance of 1049.98 feet to a point; thence along a line 10.00 south of and parallel with the approximate southerly right of way line for the Grand Valley Irrigation Company Canal the following 3 courses:

- 1) N 84°09'52" W a distance of 56.91 feet to a point;
- 2) S 78°48'05" W a distance of 251.29 feet to a point;
- 3) S 79°21'59" W a distance of 138.83 feet to a point;

thence N 11°21'09" W a distance of 10.00 feet to a point on the approximate southerly right of way line for said Grand Valley Irrigation Company Canal; thence along said approximate southerly right of way line the following 3 courses:

- 1) N 79°21'59" E a distance of 138.86 feet to a point;
- 2) N 78°48'05" E a distance of 252.79 feet to a point;
- 3) S 84°09'52" E a distance of 67.43 feet to the northwest corner of Lot 5 of Wilkinson Subdivision;

thence S 00°01'40" E along the east line of the west 990.00 feet of the SE 1/4 SE 1/4 of said Section 17 a distance of 795.00 feet to the southwest corner of Lot 1 of said Wilkinson Subdivision; thence continuing along the east line of the west 990.00 feet of the SE 1/4 SE 1/4 of said Section 17 S 00°01'40" E a distance of 223.00 feet to a point on the north right of way line for D Road; thence N 89°57'32" E along said north right of way line a distance of 162.49 feet to a point; thence leaving said north right of way line S 00°01'40" E a distance of 41.00 feet to a point on the south line of the SE 1/4 SE 1/4 of said Section 17; thence N 89°57'32" E along the south line of said SE 1/4 SE 1/4 a distance of 165.00 feet to the point of beginning.

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

INTRODUCED on first reading on the 7th day of February, 2001.

ADOPTED and ordered published this ___ day of _____, 2001.

Attest:

President of the Council

City Clerk

**CITY OF GRAND JUNCTION, COLORADO
ORDINANCE NO.**

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

TRAVER ANNEXATION No. 2

APPROXIMATELY 31.44 ACRES

**LOCATED 2986 D Road and 2980 ROOD AVENUE
Including a portion of the D Road Right-of-way**

WHEREAS, on the 7th day of February, 2001, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 21st day of March, 2001; and

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

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

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

TRAVER ANNEXATION NO. 2

A parcel of land situate in the SE 1/4 SE 1/4 and in the NE 1/4 SE 1/4 of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the SE 1/16 corner of said Section 17; thence N 00°01'40" W along the west line of the NE 1/4 SE 1/4 of said Section 17 a distance of 848.96 feet to the northwest corner of Lot 2 of Brown's Minor Subdivision II; thence N 90°00'00" E along the north line of said Lot 2 a distance of 329.82 feet to the northeast corner of said Lot 2; thence S 00°01'17" E along the east line of said Lot 2 a distance of 848.86 feet to a point on the north line of the SE 1/4 SE 1/4 of said Section 17; thence continuing along the east line of said Lot 2 S 00°03'36" E a distance of 342.98 feet to the southeast corner of said Lot 2; thence S 00°03'36" E a distance of 20.22 feet to a point on the approximate southerly right of way line for the Grand Valley Irrigation Company Canal;

thence along the approximate southerly right of way line for said Grand Valley Irrigation Company Canal the following 3 courses:

- 1) N 83°35'49" E a distance of 64.97 feet to a point;
- 2) N 81°10'14" E a distance of 57.58 feet to a point;
- 3) N 77°55'42" E a distance of 89.00 feet to a point;

thence leaving said approximate southerly right of way line S 11°21'09" E a distance of 10.00 feet to a point; thence along a line 10.00 feet south of and parallel with the approximate southerly right of way line for said Grand Valley Irrigation Company Canal the following 3 courses:

- 1) N 79°21'59" E a distance of 138.83 feet to a point;
- 2) N 78°48'05" E a distance of 251.29 feet to a point;
- 3) S 84°09'52" E a distance of 56.91 feet to a point;

thence S 00°01'40" E along a line 10.00 feet west of and parallel with the east line of the west 990.00 feet of the SE 1/4 SE 1/4 of said Section 17 a distance of 1049.98 feet to a point on the south line of said SE 1/4 SE 1/4; thence S 89°57'32" W along the south line of said SE 1/4 SE 1/4 a distance of 980.00 feet to the E 1/16 corner on the south line of said Section 17; thence N 00°01'40" W along the west line of the SE 1/4 SE 1/4 of said Section 17 a distance of 1002.31 feet to the southwest corner of Lot 2 of said Brown's Minor Subdivision II; thence continuing along the west line of said SE 1/4 SE 1/4 N 00°01'40" W a distance of 317.95 feet to the point of beginning.

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

INTRODUCED on first reading on the 7th day of February, 2001.

ADOPTED and ordered published this ___ day of _____, 2001.

Attest:

President of the Council

City Clerk

**Attach 15
Williams House Assessment on Jarvis Property**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Williams House on Jarvis Property		
Meeting Date:	February 7, 2001		
Date Prepared:	January 31, 2001		
Author:	Kristen Ashbeck	Senior Planner	
Presenter Name:	Kristen Ashbeck	Senior Planner	
	Workshop	X	Formal Agenda

Subject: Williams House on Jarvis Property – Application to Colorado Historical Society for Historic Structure Assessment

Summary: A request for City Council approval and authorization for the Mayor to sign a grant application to the Colorado Historical Society State Historic Fund to do a Historic Structure Assessment for the Williams House.

Background Information: The Williams House, located at 1001 South 3rd Street on the City-owned Jarvis property was designated on the City Register of Historic Sites, Structures and Districts in 1995. In late summer of that year, the City spent \$13,000 on the site and building in an attempt to secure and stabilize it. Even so, a fire ignited in the house in December 1995, destroying some of the materials that the City had used to patch holes in the roof. Consequently, the house has continued to deteriorate due to weathering and the property continues to experience vandalism due to the transient population near the river and others.

The Williams House has been nominated by the Downtown Development Authority and the Historic Preservation Board to Colorado’s Most Endangered Places List the last 3 years but has never been placed on the final list. This year, as the Western Slope review team for the Endangered Places List discussed the house, it was suggested that the City apply for grant funds through the State Historical Fund to do an assessment/feasibility study of the structure. Such a study would determine a possible reuse of the building and define a strategy for rehabilitation. In addition, due to the uncertainty of the ultimate use of the Jarvis property and of the potential realignment of Riverside Drive in the vicinity, the study could also address the feasibility of relocating the structure.

It is timely for the City to undergo a study of the Williams House due to the road realignment project mentioned above and the potential role of this property in the South

Downtown/Riverside Plan which is scheduled to begin later this year. Now that the Riverfront trail has been completed through the property, groups such as the Riverfront Commission and members of the Confluence Habitat Restoration Area project team have expressed interest in the house and it's potential for use in an interpretive area along the trail. The study could be completed within 6 months of approval by the State, or in approximately 9 months. Again, this timing would fit well with other studies/plans going on in the vicinity.

Budget: A maximum of \$10,000 may be requested from the State Historical Fund for an assessment/feasibility study. No match is required, however, the application will certainly be more favorably considered if a match is provided. Based on the cost estimate provided by Chamberlin Architects, the basic study would cost \$10,000. However, Mr. Chamberlin stated that the State often asks for more detailed analysis of specific elements such as brick or paint. He suggested that the budget include a contingency to cover such additional work that may be necessary. Therefore, the total budget proposed to the State is \$10,000 in grant monies and \$2,000 matching funds from the City. The \$2,000 match is available in the current Community Development Department budget under historic studies.

Action Requested/Recommendation: It is recommended that City Council approve the grant request to the Colorado Historical Society for an assessment/feasibility study of the Williams House and authorize the Mayor to sign the application.

Citizen Presentation:		No	X	Yes	If Yes,
Name:	Members of Historic Preservation Board, Riverfront Commission, Confluence Habitat Restoration Project Committee, and/or Legacy Project committee				
Purpose:	Support of Grant Application				

Report results back to Council:		No	X	Yes	When:	If funded
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Placement on Agenda:		Consent	X	Indiv. Consideration	Workshop
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Attach 16

Supplemental Appropriations for the 2001 Sewer System Budget

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Adoption of an ordinance making supplemental appropriations for the 2001 sewer system budget		
Meeting Date:	February 7, 2000		
Date Prepared:	January 10, 2001		
Author:	Trent Prall	Utility Engineer	
Presenter Name:	Mark Relph	Public Works & Utilities Director	
	Workshop	X	Formal Agenda

Subject: Request City Council's adoption of an ordinance making supplemental appropriations to the 2001 budget for the City of Grand Junction / Mesa County Sewer System.

Summary: The Septic System Elimination Program, adopted May 3, 2000, has had high interest levels. Due to the demand, staff is running into budget constraints. Staff is requesting the Council shift approximately \$900,000 from the 2002 Budget to 2001 to fund design and construction of Country Club Park and Monument Meadows sewer improvement districts and the design of Redlands Village sewer improvement district. This move requires passage of an ordinance making supplemental appropriations to the 2001 budget.

Background Information / Budget Impact

Due to the popularity of the Septic System Elimination Program, staff is running into budget constraints.

Currently the 2001 budget funds these four improvement districts including:

Name	Length of Estimated 2001			Comments
	Lots	Pipe	Expenses	
Northfield Estates	50	7,348	\$404,616	Construction start Jan 22
Columbine	65	6,476	\$544,455	Construction start Feb 12
Appleton #2	33	3,520	\$246,253	Construction start Jan 29
Manzana Sewer ID	219	18,622	\$59,563	Petition circulating
Current Sewer ID budget	367	35,966	\$1,254,887	

ORDINANCE NO. _____
AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS
TO THE 2001 BUDGET OF THE CITY OF GRAND JUNCTION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION: That the following sums of money be appropriated from the sources indicated to the funds within the City of Grand Junction budgets for the year 2001 for expenditure from such funds as follows:

900 Joint Sewer Systems Fund	\$ 881,971
Source of funds:	
From unappropriated fund balance	\$ 881,971

Introduced on first reading this 17th day of January, 2001

Passed and adopted this ___ day of _____, 2001

President of the Council

Attest:

City Clerk

**Attach 17
Uniform Building Code**

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Uniform Building Code		
Meeting Date:	February 7, 2001		
Date Prepared:	January 10, 2001		
Author:	John Shaver	Assistant City Attorney	
Presenter Name:	John Shaver	Assistant City Attorney	
	Workshop	X	Formal Agenda

Subject: Uniform Building Code

Summary and Background Information: On December 6, 2000, the City Council adopted the 2000 International Building Code. Consequently, certain other sections of the Code of Ordinances must be updated to remain consistent with the newly adopted Building Code, specifically the provisions related to insurance requirements to receive a contractor's license.

Budget: None

Action Requested/Recommendation: Approval of Ordinance on Second Reading.

Citizen Presentation:	<input checked="" type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> If Yes,
Name:				
Purpose:				
Report results back to Council:	<input checked="" type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	When:
Placement on Agenda:	<input checked="" type="checkbox"/>	<input type="checkbox"/> Consent	<input type="checkbox"/> Indiv. Consideration	<input type="checkbox"/> Workshop

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 10 OF THE
CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION, COLORADO**

RECITALS: On December 6, 2000, the City Council adopted the 2000 International Building Code. Consequently, certain other sections of the Code of Ordinances must be updated to remain consistent with the newly adopted Building Code.

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

Section 10-87 of the Code of Ordinances of the City of Grand Junction, be amended as follows:

That subsection (b) (3) be repealed and reenacted to read:

Every Contractor shall be required to maintain at all times, Colorado employee's liability (or worker's compensation insurance), public liability insurance with minimum limits of not less than \$15,000 for one person and \$30,000 for any one accident, and property damage insurance with a minimum limit of less than \$10,000 and a license and permit bond in an amount as required by the Building Official consistent with and pursuant to the type and category of license held (or applied for) by every Contractor . If there are no employees, a waiver of Worker's Compensation, in a form as required by the Building Official, shall be permitted.

Automobile insurance, in any form, shall neither be offered in satisfaction nor found to satisfy these requirements.

Introduced this 17th day of January, 2001.

Passed and adopted this _____ day of _____, 2001.

President of the Council

ATTEST:

City Clerk

