

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

WEDNESDAY, MAY 1, 2002, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance

Invocation - Jim Hale, Spirit of Life Christian Fellowship

PROCLAMATIONS / RECOGNITIONS

PROCLAMATION DECLARING MAY 2, 2002 AS "NATIONAL DAY OF PRAYER" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING THE WEEK OF MAY 4, 2002 AS "NATIONAL TOURISM WEEK" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING MAY 4, 2002 AS "AMERICAN ASSOCIATION OF UNIVERSITY WOMEN DAY" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING MAY 12, 2002 AS "GRAND JUNCTION LETTER CARRIERS STOCK THE COMMUNITY FOOD BANKS DAY" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING APRIL 28 THROUGH MAY 4, 2002 AS "MUNICIPAL CLERKS WEEK" IN THE CITY OF GRAND JUNCTION

***PROCLAMATION DECLARING MAY 6 THROUGH MAY 10, 2002 AS "SPECIAL OLYMPICS MESA COUNTY VALLEY SCHOOL DISTRICT 51 CAN'T HIDE THE PRIDE DAY" IN THE CITY OF GRAND JUNCTION

APPOINTMENTS

APPOINTMENTS TO THE FORESTRY BOARD

APPOINTMENT TO THE DOWNTOWN DEVELOPMENT AUTHORITY

APPOINTMENT OF DDA REPRESENTATIVE TO HISTORIC PRESERVATION BOARD

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** *Indicates New Item*

* *Requires Roll Call Vote*

PRESENTATION OF CERTIFICATE OF APPOINTMENT

TO PLANNING COMMISSION MEMBER

ELECTION OF MAYOR AND MAYOR PRO TEM / ADMINISTER OATHS OF OFFICE

SCHEDULED CITIZEN COMMENTS

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

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

Action: Approve the Summary of the April 15, 2002 Workshop and the Minutes of the April 17, 2002 Regular Meeting

2. **Grant and Supplemental Co-Sponsorship Agreement Associated with Airport Improvement Program (AIP) in the Amount of \$277,949 for Upgraded Security Requirements** [Attach 2](#)

Approval of FAA Grant Agreement and associated Supplemental Co-Sponsorship Agreement for Airport Improvement Program (AIP) Project No. 3-08-0027-25 to reimburse Walker Field, Colorado, Public Airport Authority for security costs incurred since September 11, 2001 and projected to be incurred through September 30, 2002.

Action: Approve the Grant Agreement and Supplemental Co-Sponsorship Agreement for AIP-25 with the Federal Aviation Administration

Staff presentation: David J. Anderson, WFA Administrative Services Manager
Dan Reynolds, WFA Operations and Facilities Manager

3. **Funding Mechanism for FY 2003, 2004 and 2005 Grand Valley Transit System** [Attach 3](#)

In Fall, 2001, the Grand Junction City Council, Fruita City Council, Palisade Town Board, and Mesa County Commissioners agreed to a formula for funding GVT for 2002. In addition, there was an informal agreement to fund GVT for fiscal years 2003 through 2005. The resolution formalizes the agreement.

**Action: Adopt Resolution No. 37-02*

Staff presentation: Kelly Arnold, City Manager

4. **2002 Alley Improvement District Contract** [Attach 4](#)

Bids were received and opened on April 18, 2002 for the 2002 Alley Improvement District. Reyes Construction, Inc. submitted the low bid in the amount of \$529,493.25.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Reyes Construction, Inc.	Grand Junction	\$529,493.25
Mays Concrete, Inc.	Grand Junction	\$567,121.00
Engineer's Estimate		\$644,422.50

Action: Authorize the City Manager to Execute a Construction Contract for the Alley Improvement District with Reyes Construction, Inc. in the Amount of \$529,493.25.

Staff presentation: Tim Moore, Public Works Manager

5. **Concrete Repair for Street Overlays Contract** [Attach 5](#)

Bids were received and opened on April 23, 2002 for Concrete Repair for Street Overlays. G&G Paving Construction, Inc. submitted the low bid in the amount of \$207,261.00.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
G&G Paving Construction, Inc	Grand Junction	\$207,261.00
Vista Paving Corporation, Inc	Grand Junction	\$239,163.00
B.P.S. Concrete, Inc	Grand Junction	\$320,172.48
Engineer's Estimate		\$219,095.68

Action: Authorize the City Manager to Execute a Construction Contract for the Concrete Repairs for Street Overlays with G&G Paving Construction, Inc. in the Amount of \$207,261.00

Staff presentation: Tim Moore, Public Works Manager

6. **Lease Extension with Mesa National Bank For Polygraph Testing Facility** [Attach 6](#)

The Police Department has conducted polygraph testing procedures at Mesa National Bank since 1996. The Police Department has found that the secluded office space located on the third floor at Mesa National Bank functions very well as a polygraph testing facility. Because the City does not own space in a facility that would accommodate this function, the Police Department would like to continue using this space as long as it remains available.

Rent for the proposed one-year extension will be \$1,452.00. Mesa National Bank will pay for all utilities except telephone.

Resolution No. 38-02 - A Resolution Extending the Lease of Office Space at 131 North 6th Street for Use as a Polygraph Testing Facility

**Action: Adopt Resolution No. 38-02*

Staff presentation: Mark Relph, Public Works and Utilities Director

7. **Exchange of Property near Whitewater for Property around Kannah Creek Flowline** [Attach 7](#)

Dyer LLC has been phasing the development of Desert Vista Estates near Whitewater Creek. The Kannah Creek Flowline crosses the third and final phase of this development (the flowline exists without the benefit of a documented easement). Additionally, the City owns a vacant 40-acre parcel adjacent to the west of Desert Vista Estates that was included in the Somerville Ranch purchase. The proposed exchange will grant the City title and improved access rights to a remote parcel which is encumbered by the Kannah Creek Flowline.

Resolution No. 39-02 - A Resolution Authorizing the Exchange of Real Estate with Dyer, LLC.

**Action: Adopt Resolution No. 39-02*

Staff presentation: Mark Relph, Public Works and Utilities Director

8. **FY 2003-2008 Transportation Improvement Plan (TIP) Update** [Attach 8](#)

The FY 2003-2008 TIP Update is required to reflect the federally funded transportation-related projects within the Federal Aid Urban Boundary for the

indicated period. All projects shown in the TIP are consistent with the statewide plan.

Resolution No. 40-02 - A Joint Resolution of the County of Mesa and the City of Grand Junction Concerning Adoption of Fiscal Years 2003-2008 Transportation Improvement Program

Action: Adopt Resolution No. 40-02

Staff presentation: Tim Moore, Public Works Manager

9. **Setting a Hearing on Zoning the Larson Annexation Located at 2919 B ½ Road** [File #ANX-2002-054] [Attach 9](#)

First reading of the zoning ordinance to zone the Larson Annexation to the RSF-4 zone district. The site is located at 2919 B ½ Road. This rezone affects 7.8 acres and is comprised of three parcels.

Proposed Ordinance Zoning the Larson Annexation to the Residential Single Family – 4 dwelling Units Per Acre (RSF-4) District Located at 2919 B ½ Road

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 15, 2002

Staff presentation; Pat Cecil, Development Services Supervisor

10. **Vacation of Easement for Rimrock Marketplace Located at 2526 River Road** [File #VE-2002-025] [Attach 10](#)

The petitioner is requesting the vacation of a 20-foot utility easement located on the Rimrock Marketplace project. A new utility easement will be created in a new location with the filing of the plat for the project.

Resolution No. 41-02 - A Resolution Vacating a 20-foot Wide Utility Easement in the Rimrock Marketplace Subdivision Development

Action: Adopt Resolution No. 41-02

Staff presentation: Pat Cecil, Development Services Supervisor

11. **Setting a Hearing on the Beagley Annexation No. 1, No. 2 and No. 3,
Located at 3049 Walnut Avenue** [File #ANX-2002-084] [Attach 11](#)

Resolution for Referral of Petition to Annex/First Reading of the Annexation Ordinance/Exercising Land Use Jurisdiction Immediately for the Beagley Annexation located at 3049 Walnut Avenue and Including a Portion of the F Road, Grand Valley Drive and Walnut Avenue Rights-of-Way. The 5.92-acre Beagley property consists of one parcel of land.

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

Resolution No. 42-02 – 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, the Beagley Annexation Located at 3049 Walnut Avenue and Including a Portion of F Road, Grand Valley Drive and Walnut Avenue Rights-Of-Way

b. Set a Hearing on Proposed Ordinances

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Beagley Annexation No. 1, Approximately 0.153 Acre, a Portion of F Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Beagley Annexation No. 2, Approximately 1.028 Acres, a Portion of F Road and Grand Valley Drive Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Beagley Annexation No. 3, Approximately 4.739 Acres, Located at 3049 Walnut Avenue and Including a Portion of Grand Valley Drive and Walnut Avenue Right-of-Way

**Action: Adopt Resolution No. 42-02 and Proposed Ordinances on First Reading, Setting a Hearing for June 5, 2002*

Staff presentation: Ronnie Edwards, Associate Planner

12. **Setting a Hearing on Zoning the Zambrano Annexation Located at 657 20 ½ Road** [File #ANX-2002-053] [Attach 12](#)

The applicant requests to zone the Zambrano Annexation located at 657 20 ½ Road to Residential Single Family – Four Dwellings Per Acre (RSF-4). At it's hearing of April 23, 2002, the Planning Commission recommended approval of this request.

Proposed Ordinance Zoning the Zambrano Annexation Residential Single Family – Four (RSF-4), Located at 657 20 ½ Road

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 15, 2002

Staff presentation: Bill Nebeker, Senior Planner

13. **Setting a Hearing on Zoning the ISRE Annexation Located at 2990 D ½ Road**[File #ANX-2002-049] [Attach 13](#)

The annexation area consists of a 14.149-acre parcel of land located at 2990 D 1/2 Road. The property owner has requested annexation into the City as the result of proposing a Growth Plan Amendment for the property to be considered by City Council at a later date. Under the Persigo Agreement all such types of development require annexation and processing in the City.

Proposed Ordinance Zoning the ISRE Annexation to Residential Single Family with a Maximum Density of 4 Units Per Acre (RSF-4) Located at 2990 D ½ Road

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 15, 2002

Staff presentation: Kristen Ashbeck, Senior Planner

14. **Setting a Hearing on Amending the Parking Ordinance** [Attach 14](#)

By this Ordinance the City Council prohibits parking in the “planting strip” which is defined as that area between the back of curb of any street and the edge of the sidewalk closest to the street or if there is no curb then from edge of asphalt of any street and the edge of the sidewalk.

Proposed Ordinance Amending Chapters 36 and 40 of the City of Grand Junction, Colorado Code of Ordinances Related to Parking

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 15, 2002

Staff presentation: Stephanie Rubinstein, Staff City Attorney

*****15. Council Assignments for 2002 - 2003**

[Attach 20](#)

Resolution No. 44-02 – A Resolution Appointing and Assigning City Councilmembers to Represent the City on Various Boards and Organizations

**Action: Adopt Resolution No. 44-02*

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

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

16. Public Hearing – Rezone Valley Meadows North Located at the North End of Kapota Street [File #RZP-2002-019]

[Attach 15](#)

Second reading of the Rezoning Ordinance to rezone the Valley Meadows North property located at the north end of Kapota Street from Residential Single Family Rural (RSF-R) to Residential Single Family-4 (RSF-4)

Ordinance No. 3395 - An Ordinance Rezoning the Valley Meadows North Property Located at the North End of Kapota Street from Residential Single Family Rural (RSF-R) to Residential Single Family-4 (RSF-4)

**Action: Adopt Ordinance No. 3395 on Second Reading*

Staff presentation: Lisa Gerstenberger, Senior Planner

17. Public Hearing - Downtown Sidewalk Permits

[Attach 16](#)

These changes to the ordinance will allow the issuance of sidewalk permits for those restaurants and cafes fronting on Main Street, between 1st and 7th streets. The 1981 ordinance has been updated, and the new provisions have been included.

Ordinance No. 3422 - An Ordinance Amending Part of Chapter 32 of the City Of Grand Junction Code of Ordinances Relating to Downtown Sidewalk Permits

**Action: Adopt Ordinance No. 3422 on Second Reading*

Staff presentation: Dan Wilson, City Attorney

18. **Hazard Elimination Grant for 24 1/2 and G Road Intersection Improvements** [Attach 17](#)

This grant is for a total of \$617,000. Based on the actual bids for the roundabout at the intersection of 25 Road and G Road and the fact that federally funded projects typically cost about thirty percent more than non-federal work, the estimated cost to do a similar project at this location is about \$771,300. The City cost would drop from about \$593,300 to about \$154,300. This adjustment would make about \$439,000 available for other City Capital Improvement priorities.

Resolution No. 43-02 - A Resolution Authorizing the Submission of a Grant Application to Assist in the Funding of the Construction of Intersection Improvements at 24 ½ Road and G Road

**Action: Adopt Resolution No. 43-02*

Staff presentation: Tim Moore, Public Works Manager

19. **Department of Energy Complex Energy Impact Grant** [Attach 18](#)

The Grand Junction Incubator Director, Thea Chase, is requesting that the City of Grand Junction City Council be a sponsoring governing body for a Federal Energy Impact Grant.

Action: Approve Request to be Sponsoring Body with City Manager and City Attorney Final Review of Application

Staff presentation: Kelly Arnold, City Manager

20. **Public Hearing - Supplemental Budget Appropriations for 2002** [Attach 19](#)

The request is to appropriate specific amounts for several of the City's accounting funds as specified in the ordinance.

Ordinance No. 3423 - An Ordinance Making Supplemental Appropriations to the 2002 Budget of the City of Grand Junction

**Action: Adopt Ordinance No. 3423 on Second Reading*

Staff presentation: Ron Lappi, Administrative Services Director

21. **NON-SCHEDULED CITIZENS & VISITORS**
22. **OTHER BUSINESS**
23. **ADJOURNMENT**

Minutes of April 15, 2002 Workshop and April 17, 2002 Regular Meeting

**GRAND JUNCTION
CITY COUNCIL WORKSHOP**

April 15, 2002

The City Council of the City of Grand Junction, Colorado, met on Monday, April 15, 2002 at 7:09 p.m. in the City Auditorium to discuss workshop items. Those present were Harry Butler, Dennis Kirtland, Bill McCurry, Jim Spehar, Reford Theobald, and President of the Council Cindy Enos-Martinez. Councilmember Janet Terry was absent.

Summaries and action on the following topics:

1. **AVALON THEATER:** City Council discussed the possibility of the City managing the operation of the Avalon Theater. David Varley, Assistant City Manager, reviewed the proposal along with a brief summary of the discussions that have taken place to date. Usually a facility such as this is subsidized. There is a three -year review provision. Joe Stevens, Parks and Recreation Director, then detailed the proposal as far as operations are concerned and what the plans are for utilizing the facility. Ed Lipton, Chair of the Avalon Board, stated much of the Board's time over the last three years has been spent on reviewing operating expenses rather than pursuing their charge of finding major funding sources to pay for capital improvements. DDA Chair and Interim Director Bruce Hill stated that the DDA is in full support of the City taking over the management of the Avalon Theater.

Council had questions on the assertion that there would be some efficiencies when the payroll will increase by a factor of 6X, as well as building operations increased. Some of that was explained. City Manager Arnold stated that marketing is the key and if they are successful, then the efficiencies will happen.

Action summary: Councilmembers expressed concerns but felt it was worth going forward and seeing if it will succeed, with the three-year review proviso. The City Manager said the MOU will be presented to Council for formal approval in the near future.

2. **REDLANDS PLAN AND TRANSPORTATION PLAN UPDATE:** Tim Moore and Kathy Portner updated City Council on the development of the Redlands Plan. The City is proposing an overlay district for the entrances into the monument , the use of the geological hazards map, the use of design standards and the control of night lighting.

Tim Moore, Public Works Manager, gave an overview of what came out of the public forums relative to transportation corridors. The need for safety

was a primary concern. He identified areas where improvements are planned. Another idea is to create some neighborhood connections to discourage travel on Highway 340 to get to adjacent neighborhoods. The total proposal over the long term is estimated at \$31.7 million.

Councilmember Theobold asked how much of the proposal is actually in the City's jurisdiction. Mr. Moore replied the Redlands Parkway, the Ridges and some of Monument Road. Mr. Theobold asked if there is any project currently in the City's Capital Plan. Mr. Moore said some of the improvements on Monument Road are currently planned.

Action summary: This was only an update and there was no action being requested.

3. **TRAFFIC CALMING:** City Council discussed the current policy for traffic calming and possible future modifications. City Manager Arnold introduced this item and identified two areas that are up for consideration under the current policy. If the Council is dissatisfied with the current policy, then it should be considered now.

Staff reviewed the current policy, including the ten-step process. Grand Junction is somewhat more lenient than other communities in their process. Other communities have thresholds and have cost-sharing requirements, whereas Grand Junction does not have any thresholds and the City then funds and maintains the traffic calming devices if the ten-step process is accomplished.

Transportation Engineer Jody Kliska addressed the Council on the two most recent projects and some of the past projects.

Councilmember Spehar supported development of some criteria. Some of the same things that are in the TEDS Manual. Public Works Director Relph suggested that there be a speed threshold too.

Action summary: Staff was directed to propose some thresholds and definitions in order to refine the process. Council supported a moratorium on any projects until the policy can be amended to include thresholds (speed, traffic volumes and TEDS manual criteria) and considers emergency services and traffic flow needs.

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

April 17, 2002

The City Council of the City of Grand Junction convened into regular session on the 17th day of April 2002, at 7:32 p.m. in the City Auditorium. Those present were Councilmembers Dennis Kirtland, Harry Butler, Bill McCurry, Jim Spehar, Reford Theobald and President of the Council Cindy Enos-Martinez. Councilmember Janet Terry was absent.

President of the Council Cindy Enos-Martinez called the meeting to order. Councilmember Spehar led in the pledge of allegiance. The audience remained standing for the invocation by Miriam Greenwald, Jewish Community Congregation Ohr Shalom.

APPOINTMENTS

APPOINTMENT TO THE PLANNING COMMISSION

Councilmember Kirtland moved to appoint Bill Pitts to the Planning Commission and to move John Paulson up to 1st Alternate for the Planning Commission. Councilmember Spehar seconded. Motion carried.

SCHEDULED CITIZEN COMMENTS

Tracy Rath, residing at 702 25 Road, addressed City Council regarding some flooding on April 5th, 2002 on G and 25 Road. He thanked Council for accepting responsibility and liability, as well as for putting the homeowners in contact with the City's insurance company. He felt, however, that officials disregarded the safety of three homes on G Road. He said a neighbor knocked on his door at 1:05 a.m. and notified him about the flooding. He explained that the water had reached 18 inches by 1:15 a.m. and he didn't understand why the water wasn't diverted into two other canals nearby. When he talked to the Fire Department, he never received an answer to his question.

After talking to his neighbor Hazel Dockery, who's been living at 2524 G Road for the past 32 years, he found out that her house was already flooded after midnight. When she had questioned the Fire Department about opening the floodgates at that time, she was told that the gates would stay closed to avoid flooding of the G Road and 25 Road intersection, which is currently under construction.

Mr. Rath wanted to let City Council know that he didn't understand why a City official didn't notify homeowners and why it was more important trying to save an intersection under construction instead of preventing flooding to residences.

Councilmember Theobald wanted to know if the floodgates stayed closed. Mr. Rath told him no, but wanted to know why they weren't opened sooner. He said he hoped that some procedures would be put in place to prevent future residential flooding.

Councilmember Theobold explained that one of the canals is operated by the Rural Reclamation, the other canal by the Grand Valley Irrigation Company and therefore are governed by two different bodies for each canal.

Councilmember Spehar requested that the people involved and who responded to the site prepare a report for City Council, which would help to establishing guidelines to minimize future damages.

CONSENT CALENDAR

It was moved by Councilmember Theobold, seconded by Councilmember McCurry, and carried by a roll call vote, to approve the Consent Calendar Items 1 through 8 with Councilmember Butler voting NO on Item #3.

1. Minutes of Previous Meetings

Action: Approve the Summary of the April 3, 2002 Workshop and the Minutes of the April 3, 2002 Regular Meeting

2. Supplemental Budget Appropriations for 2002

The request is to appropriate specific amounts for several of the City's accounting funds as specified in the ordinance.

Proposed Ordinance Making Supplemental Appropriations to the 2002 Budget of the City Of Grand Junction

Action: Adopt Proposed Ordinance on First Reading and Setting a Hearing for May 1, 2002

3. Downtown Sidewalk Permits

These changes to the ordinance will allow the issuance of sidewalk permits or those restaurants and cafes fronting on Main Street, between 1st and 7th streets. The 1981 ordinance has been updated, and the new provisions have been included.

Proposed Ordinance Amending Part of Chapter 32 of the City Of Grand Junction Code of Ordinances Relating to Downtown Sidewalk Permits

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 1, 2002

4. 2002 New Sidewalk Construction Contract

Bids were received and opened on April 2, 2002 for the 2002 New Sidewalk Construction.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
BPS Concrete	Grand Junction	\$182,551.28
Precision Paving	Grand Junction	\$178,093.00
G and G Paving	Grand Junction	\$149,437.00
Vista Paving Corporation	Grand Junction	\$136,383.10
Reyes Construction	Grand Junction	\$129,565.70
Engineer's Estimate		\$141,657.57

Action: Authorize the City Manager to Execute a Construction Contract for the 2002 New Sidewalk Construction with Reyes Construction Inc. in the Amount of \$129,565.70

5. **Seasons Outfall Sewer Construction Contract**

Bids were received and opened on April 2, 2002 for Seasons Outfall Sewer. The low bid was submitted by M.A. Concrete Construction, Inc. in the amount of \$76,748.00.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
M.A. Concrete Construction	Grand Jct	\$76,748.00
Skyline Construction	Grand Jct	\$84,452.80
Taylor Constructors	Grand Jct	\$96,266.00
Oldcastle SW Group (dba United Companies)	Grand Jct	\$131,254.00
Engineer's Estimate		\$77,688.00

Action: Authorize the City Manager to Execute a Construction Contract for the Seasons Outfall Sewer to M.A. Concrete Construction, Inc. in the Amount of \$76,748.00

6. **Growth Plan Amendment for the Lewis Property Located at 2258 S. Broadway** [File #GPA-2001-178]

At its January 16, 2002 meeting City Council considered a request to redesignate .93 acres of the Lewis property located at 2258 South Broadway from Residential Low, ½-2 acres per dwelling unit to Commercial. The resolution affirms Council's action.

Resolution No. 30-02 – A Resolution Amending the City of Grand Junction Growth Plan Future Land Use Map to Redesignate .93 acres of the Lewis Property Located at 2258 South Broadway from Residential Low, ½ -2 Acres Per Dwelling Unit, to Commercial

Action: Adopt Resolution No. 30-02

7. **Vacation of Easement for the Kinderhaus Subdivision** [File #VE-2002-012]

The applicant proposes to vacate a utility and irrigation easement in conjunction with a request for approval of a Conditional Use Permit to allow an expansion of an existing day care facility in an RMF-8 zone district. At its hearing of March 26, 2002 the Planning Commission recommended approval.

Resolution No. 31-02 – A Resolution Vacating an Utility/Irrigation Easement Located on the West Side of the Parcel Known as 2880 Elm Avenue

Action: Adopt Resolution No. 31-02

8. **Setting a Hearing for Rezoning Valley Meadows North Located at the North End of Kapota Street** [File #RZP-2002-019]

First reading of the rezoning ordinance to rezone the Valley Meadows North property located at the north end of Kapota Street from Residential Single Family Rural (RSF-R) to Residential Single Family-4 (RSF-4).

Proposed Ordinance Rezoning the Valley Meadows North Property Located at the North End of Kapota Street from Residential Single Family Rural (RSF-R) to Residential Single Family-4 (RSF-4)

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 1, 2002

* * * ITEMS NEEDING INDIVIDUAL CONSIDERATION * * *

Juvenile Accountability Incentive Block Grant

In 1999, the City, along with the City of Fruita, Town of Palisade and Mesa County were awarded the Juvenile Accountability Incentive Block Grant. The total grant amount is \$83,350, with \$33,032 allocated to the City and \$50,318 allocated to Mesa County, the City of Fruita, and the Town of Palisade. These three entities have waived their award to the City, who then passes the award on to the Partners program. Since this grant consists of federal dollars, this money will not be calculated as part of TABOR. Stephanie Rubenstein, Staff City Attorney, reviewed this item.

Joe Higgins, Partners Director, told Council about the philosophy behind having juvenile offenders do community service and how the project works. Ms. Rubenstein handed out a statistical sheet on the program.

Municipal Judge Palmer supported the program and encouraged Council to accept the grant. Associate Judge Care McInnis-Raum concurred.

Resolution No. 32-02 - A Resolution Accepting the Juvenile Accountability Incentive Block Grant

Upon motion made by Councilmember Butler, seconded by Councilmember Kirtland, and carried by a roll call vote, Resolution No. 32-02 was adopted.

Public Hearing - Approving a Loan from the Colorado Water Resources and Power Development Authority to Finance Sewer Improvements

City Council and County Commissioners have determined that in the best interest of the Joint Sewer Fund and its customers, the sewer system requires line replacement for the combined sewer elimination project. The cost estimate of approximately \$9,500,000, includes design, engineering, legal, financing and administrative costs. The second project funded through this borrowing and totaling \$4,600,000 is the Septic System Elimination Project. Approval of this ordinance would allow the joint system to obtain funding for these improvements through a loan agreement with the Colorado Water Resources and Power Development Authority (CWRPDA).

The public hearing was opened at 7:52 p.m.

Mark Relph, Public Works and Utilities Director, reviewed this item. He stated the amount of the loan and interest rate and encouraged Council to adopt the ordinance.

Councilmember Spehar wanted to verify that this loan would allow the City to accelerate the completion of this program.

Mr. Relph said that it would be beyond ten years to complete a project of this magnitude without affecting other projects. He explained that repayment of the loan would be through the sewer fund.

Councilmember Kirtland stated that based on last summer's events, this would be a good way to get the job done.

There were no public comments.

The public hearing was closed at 7:55 p.m.

Ordinance No. 3421 - An Ordinance Authorizing a Loan from the Colorado Water Resources and Power Development Authority to Finance Improvements to the Joint Sewer System; Authorizing the Form and Execution of the Loan Agreement and a Governmental Agency Bond to Evidence Such Loan; Ratifying Prior Determinations of the Council; and Prescribing Other Details in Connection Therewith

Upon motion made by Councilmember Spehar, seconded by Councilmember McCurry, and carried by a roll call vote, Ordinance No. 3421 was adopted on Second Reading and ordered published.

Design Contract for Phase II of Canyon View Park

These design services will complete the schematic design of Canyon View Park, including the approximately 36 acres east of Phase I and the area around the baseball field. The current conceptual master plan for this area includes the addition of trails, open turf sport fields, tennis complex, playgrounds, shelters, vehicle circulation and parking and needed infrastructure. Currently, funds are not available to complete the entire project. Current funding should allow for the development of construction/bidding documents and installation of infrastructure and utilities, as well as some limited surface

improvements. The exact extent of the improvements possible with current funding will be determined following the completion of the schematic design.

Shawn Cooper, Parks Planner, reviewed this item. He outlined the plans for Phase II and how the proposed architects had been recommended. He said that Winston & Associates had designed Phase I.

Councilmember Spehar wanted to know from Mr. Cooper if the design work would be done over the summer, and then in fall the actual project would be bid out, for whatever amount that could be afforded at that time.

Mr. Cooper answered yes.

Councilmember Kirtland moved to authorize the City Manager to Negotiate Fees and Enter into Contract for Schematic Design Services for Phase II Master Plan of Canyon View Park with Winston and Associates. Councilmember Butler seconded. Motion carried unanimously.

The Mayor recognized students in the audience from Mesa State College.

Public Hearing – Rinderle Annexation Located at the SE Corner of 28 Road and B ½ Road and Zoning Rinderle Annexation Located at the SE Corner of 28 Road and B ½ Road [File #ANX-2002-027]

Resolution for Acceptance of Petition to Annex/Second reading of the annexation ordinance for the Rinderle Annexation located at the southeast corner of 28 Road and B ½ Road. The 11.575-acre Rinderle Annexation consists of one parcel of land. A preliminary plan to subdivide the parcel into 39 single-family lots was approved by the Planning Commission at its March 26, 2002 hearing. The Planning Commission recommends approval of the zone of annexation.

The public hearing opened at 8:00 p.m.

Bill Nebeker, Senior Planner, reviewed these items including the zoning request. The applicant was present but had nothing to add, except to concur with the Planner.

There were no public comments.

The public hearing was closed at 8:02 p.m.

a. Accepting Petition

Resolution No. 33-02 - A Resolution Accepting Petitions for Annexation, Making Certain Findings, Determining that Property Known as Rinderle Annexation is Eligible for Annexation Located at the Southeast Corner of 28 Road and B ½ Road

b. Annexation Ordinance

Ordinance No. 3411 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado Rinderle Annexation Approximately 11.575 Acres Located at the Southeast Corner of 28 Road and B ½ Road

c. Zoning Ordinance

Ordinance No. 3412 – An Ordinance Zoning the Rinderle Annexation Residential Single Family-Four (RSF-4), Located at the Southeast Corner of 28 Road and B ½ Road

Upon motion made by Councilmember Theobald, seconded by Councilmember McCurry, and carried by a roll call vote, Resolution No. 33-02 was adopted, and Ordinances No. 3411 and No. 3412 were adopted on Second Reading and ordered published.

Public Hearing – Vacation of Right-of-Way and Multi-Purpose Easements, Fountainhead Blvd, Located in the Fountain Greens Subdivision between 24 ¾ Road and 25 Road North of G Road [File #FPP-2002-029]

The applicant requests to vacate a portion of Fountainhead Blvd. right-of-way and multi-purpose easements paralleling this right-of-way that was dedicated to provide curb returns to future public streets in Filing 3. These streets are now proposed to be private and the public right-of-way is no longer necessary. The Planning Commission recommends approval.

The public hearing was opened at 8:03 p.m. Bill Nebeker, Senior Planner, reviewed these items. The applicant was present but had nothing to add except to concur with the Planner.

There were no public comments.

The public was closed at 8:04 p.m.

a. Vacating Ordinance

Ordinance No. 3413 - An Ordinance Vacating a Portion of Fountainhead Blvd. in Conjunction with Fountain Greens Filing 3 Subdivision Located Between 24 ¾ and 25 Roads, North of G Road

b. Vacating Resolution

Resolution No. 34-02 – Vacating a portion of a Multi-Purpose Easement Paralleling Fountainhead Blvd, in Conjunction with Fountain Greens Filing 3 Subdivision located between 24 ¾ and 25 Roads, North of G Road

Councilmember Spehar moved to adopt Ordinance No. 3413 on Second Reading and order published and adopt Resolution No. 34-02. Councilmember Kirtland seconded. Motion carried by a roll call vote.

Public Hearing – Vacating a Portion of 25 Road Right-of-Way, Located Adjacent to Fountain Greens Filing 3 Subdivision at the North Side of Fountainhead Blvd. [File #FPP-2002-029]

The applicant requests to vacate a 17-foot wide strip of 25 Road right-of-way adjacent to Fountain Greens Filing 3. The previous developer of this site (Fountainhead Subdivision) had tried to vacate this right-of-way by replat. Adoption of an ordinance is required to vacate the right-of-way correctly. The Planning Commission recommends approval.

Public hearing opened at 8:04 p.m.

Bill Nebeker, Senior Planner, reviewed this item.

Councilmember Theobald asked if the Public Works Department can assure Council that the City would never need this piece of right of way. Mr. Nebeker stated that it would be impractical to use this particular piece of right-of-way for any future widening that may occur.

The applicant was present but had nothing to add but concurrence with the Planner.

There were no public comments.

The public hearing closed at 8:10 p.m.

Ordinance No. 3414 - An Ordinance Vacating a Portion of 25 Road Adjacent to Fountain Greens Filing 3 Subdivision Located between 24 ³/₄ and 25 Roads, North of G Road

Upon motion made by Councilmember Kirtland, seconded by Councilmember McCurry, and carried by a roll call vote, Ordinance No. 3414 was adopted on Second Reading and ordered published.

Public Hearing – Staton Annexation Located at 2673 ¹/₂ B ¹/₂ and Zoning the Staton Annexation Located at 2673 ¹/₂ B ¹/₂ Road [File #ANX-2002-028]

Resolution for Acceptance of Petition to Annex and Second reading of the annexation ordinance for the Staton Annexation located at 2673 ¹/₂ B ¹/₂ Road. The 17.329-acre Staton Annexation consists of one parcel of land.

The 17.329-acre Staton Annexation area located at 2673 ¹/₂ B ¹/₂ Road consists of one parcel of land. State law requires the City to zone newly annexed areas within 90 days of the annexation. The proposed City zoning of conforms to the Growth Plan Future Land Use map and is a lesser density than the existing Mesa County zoning of RSF-4. The Petitioner and Staff find that the land configuration would not support higher density.

The public hearing was opened at 8:10 p.m.

Ronnie Edwards, Associate Planner, reviewed these items along with the zoning request.

The applicant was present but had nothing to add but concurrence with the Planner.

There were no public comments.

The public hearing was closed at 8:12 p.m.

Councilmember Spehar asked about telecommunication sites and about the requirement for co-location.

Kathy Portner, Planning Manager, said that the Planning Department had looked at several options including a Master Plan, which would be expensive and there was no money budgeted at this time. The Community Development Department suggested a section on Telecommunication sites be included in the Growth Plan Update with amendments to be added to the next Zoning Department Code update.

a. Accepting Petition

Resolution No. 35-02 – A Resolution Accepting Petitions for Annexation, Making Certain Findings, Determining that Property Known as Staton Annexation is Eligible for Annexation Located at 2673 ½ B ½ Road and Including a Portion of the Linden Avenue Right-of-Way

b. Annexation Ordinance

Ordinance No. 3415 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado Staton Annexation Approximately 17.329 Acres Located at 2673 ½ B ½ Road and Including a Portion of the Linden Avenue Right-of-Way

c. Zoning Ordinance

Ordinance No. 3416 – An Ordinance Zoning the Staton Annexation to Residential Single Family with a Density Not to Exceed Two Units per Acre (RSF-2) Located at 2673 ½ B ½ Road

Upon motion made by Councilmember Kirtland, seconded by Councilmember Spehar, and carried by a roll call vote, Resolution No. 35-02 was adopted, and Ordinances No. 3415 and No. 3416 were adopted on Second Reading and ordered published.

Public Hearing – Dettmer Annexation Located at 2916 D ½ and Zoning the Dettmer Annexation Located at 2916 D ½ Road [File #ANX-2002-013]

Resolution for Acceptance of Petition to Annex and Second Reading of the annexation ordinance for the Dettmer Annexation located at 2916 D-1/2 Road. This 0.861-acre (37,506.2 square feet) annexation consists of a single parcel of land.

State law requires the City to zone newly annexed areas within 90 days of the annexation. The proposed City zoning conforms to the Growth Plan's Future Land Use

Map and recommendation for Residential Medium Low, with residential land uses between 2 and 4 units per acre for this area.

The public hearing was opened at 8:15 p.m.

Kristen Ashbeck, Senior Planner, reviewed these items. The applicant was not present.

There were no public comments.

The public hearing was closed at 8:16 p.m.

a. Accepting Petition

Resolution No. 36-02 - A Resolution Accepting a Petition to Annex, Making Certain Findings, Determining that Property Known as Dettmer Annexation Located at 2916 D-1/2 Road Is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3417 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado Dettmer Annexation Approximately 0.861 Acres Located at 2916 D-1/2 Road

c. Zoning Ordinance

Ordinance No. 3418 – An Ordinance Zoning the Dettmer Annexation to Residential Single Family with a Maximum Density of 4 Units per Acre (RSF-4) Located at 2916 D 1/2 Road

Upon motion made by Councilmember Theobald, seconded by Councilmember McCurry, and carried by a roll call vote, Resolution No. 36-02 was adopted, and Ordinances No. 3416 and No. 3417 were adopted on Second Reading and ordered published.

Public Hearing – Traver Annexation No. 3 Located Along the Grand Valley Irrigation Canal, NE of 30 and D Roads and Zoning the Traver Annexation No. 3 Located Along the Grand Valley Irrigation Canal, NE of 30 and D Roads

[File #ANX-2001-011]

Resolution for Acceptance of Petition to Annex and Second Reading of the annexation ordinance for the Traver Annexation No. 3, a parcel of land lying along the Grand Valley Irrigation Company canal situated north of the Traver Annexation No. 2 and east of D and 30 Roads. This 0.2407-acre (10,484.9 square feet) annexation consists of a single parcel of land.

State law requires the City to zone newly annexed areas within 90 days of the annexation. The proposed City zoning conforms to the Growth Plan's Future Land Use Map and recommendation for Residential Medium with residential land uses between 4 and 8 units per acre for this area. The remainder of the Westland Estates Subdivision was zoned RSF-4 when it was annexed in 2001.

The public hearing was opened at 8:16 p.m.

Kristen Ashbeck, Senior Planner, reviewed these items. She related there was an error in the original survey resulting in an error in the legal description. This piece of property therefore did not get annexed with the original annexation. The applicant was not present.

There were no public comments.

The public hearing was closed at 8:20 p.m.

a. Accepting Petition

Resolution No. 23-02 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Traver Annexation No. 3 Located at the Grand Valley Irrigation Canal, Northeast of D And 30 Roads is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3419 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Traver Annexation No. 3 Approximately 0.2407 Acres, Located at the Grand Valley Irrigation Canal, NE of D and 30 Roads

c. Zoning Ordinance

Ordinance No. 3420 - Zoning the Traver Annexation No. 3 to Residential Single Family with a Maximum Density of 4 units per acre (RSF-4) Located at the Grand Valley Canal, Northeast of 30 and D Roads

Upon motion made by Councilmember Spehar, seconded by Councilmember McCurry, and carried by a roll call vote, Resolution No. 23-02 was adopted, and Ordinances No. 3419 and No. 3420 were adopted on Second Reading and ordered published.

NON-SCHEDULED CITIZENS & VISITORS

There were none.

OTHER BUSINESS

There was none.

ADJOURNMENT

The City Council meeting adjourned at 8:20 p.m.

Stephanie Tuin, CMC
City Clerk

Grant and Supplemental Co-Sponsorship Agreement-AIP**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	FAA Grant Agreement and Supplemental Co-Sponsorship Agreement	
Meeting Date:	May 1, 2002	
Date Prepared:	April 11, 2002	
Author:	David J. Anderson	Administrative Services Manager
Presenter Name:	David J. Anderson	Administrative Services Manager
	Workshop	x Formal Agenda

Subject: Approval of FAA Grant Agreement and associated Supplemental Co-Sponsorship Agreement for Airport Improvement Program (AIP) Project No. 3-08-0027-25 to reimburse Walker Field, Colorado, Public Airport Authority for security costs incurred since September 11, 2001 and projected to be incurred through September 30, 2002.

Summary: Reimbursement to Airport Authority for Security Costs

Background Information: As a part of FY 2002 Defense Appropriations bill approved by Congress, funds were made available to airport operators for the reimbursement of direct costs associated with new, additional or revised security requirements imposed by FAA or TSA on or after September 11, 2001 through, and including September 30, 2002. The Walker Field Airport Authority submitted an application for these funds in the amount of \$277,949, and received notification from the FAA that the full amount of the request has been approved. The applicable security costs are 100% reimbursable to the Airport Authority up to the full amount of the grant.

To effect the distribution of these funds to the Airport Authority, the FAA is requesting the completion and approval of an AIP Grant Agreement and associated Supplemental Co-Sponsorship Agreement. No additional funding is being requested from either the City of Grand Junction or the County of Mesa for items included in this Grant Agreement. The execution of the Grant Agreement and Supplemental Co-Sponsorship Agreement are the final steps in securing the AIP funds.

Budget: N/A

Action Requested/Recommendation: Approve the Grant Agreement and Supplemental Co-Sponsorship Agreement for AIP-25 with the Federal Aviation Administration.

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 type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>
					Workshop



U.S. Department
of Transportation

Federal Aviation
Administration
GRANT AGREEMENT

Part I – Offer

Date of Offer: March 26, 2002

Airport: Walker Field

Project No: 3.08.0027.25

Contract No: DOT-FA02NM-1005

TO: City of Grand Junction, County of Mesa and the Walker Field, Colorado, Public Airport Authority, (herein called the “Sponsor”)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 17, 2002, for a grant of Federal funds for a project at or associated with the Walker Field, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (herein called the “Project”) consisting of the following:

“Compensation to the sponsor for a portion of the direct costs associated with new, additional, or revised security requirements imposed on the airport operator by the Administrator on or after September 11, 2001.”

as more particularly described in the Project Application, and protected as sensitive security information under 49 CFR Part 1520.

NOW THEREFORE, pursuant to and for the purpose of carrying out the applicable provisions of Public Law 107-117, providing funds for “grants-in-aid for airports” for reimbursement to airports of direct costs associated with additional or revised security requirements, herein called “the Act”, and in consideration of (a) the Sponsor’s accep-

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** *Indicates New Item*

* *Requires Roll Call Vote*

tance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the terms and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 100 per centum thereof.

This Offer is made on and subject to the following terms and conditions:

Conditions

The maximum obligation of the United States payable under this Offer shall be \$277,949.

The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the FAA shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the FAA shall prescribe, and agrees to comply with the terms and conditions which are made part of this grant offer.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before May 17, 2002, or such subsequent date as may be prescribed in writing by the FAA.

The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the FAA as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the FAA. It shall furnish to the FAA, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the FAA.

The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this grant agreement. It is hereby understood and agreed that:

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Rehabilitation Act of 1973 - 29 U.S.C. 794.

Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.

Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²

Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Order 11246 - Equal Employment Opportunity¹

Executive Order 12898 - Environmental Justice

49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.

49 CFR Part 20 - New restrictions on lobbying.

49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹

49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace(grants).

OMB Circular A-87 - Cost Principles Applicable to Grants and Contracts with State And Local Governments.

OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations

The Sponsor assures that It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings, terms and conditions contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

The Sponsor agrees it will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and conditions in the grant agreement without the written approval of the FAA, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Sponsor. This shall be done in a manner acceptable to the FAA.

The Sponsor agrees it shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

The Sponsor agrees it shall make available to the FAA and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The FAA may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

The Sponsor agrees it will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program.

The Sponsor agrees that none of the costs reimbursed from this agreement can be included in any rates charged to users of the airport and in the event that such costs have been included in rates charged by the airport to users, such rates shall be adjusted to reflect this reimbursement. If rates have been collected, such funds will be refunded to the users of the airport in the same amount as collected.

Special Conditions

The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

11. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Walker Field, Colorado, Airport Authority, the City of Grand Junction and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the terms and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA

FEDERAL AVIATION ADMINISTRATION

Acting Manager, Denver Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all terms and conditions, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____,
2002.

CITY OF GRAND JUNCTION, COLORADO

(SEAL) By _____
Sponsor's Designated Official Representative
Title _____
Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act.

In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day
of _____, 2002.

By _____
Signature of Sponsor's Attorney

Part II - Acceptance

The Sponsor does hereby ratify and adopt all terms and conditions, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 2002.
COUNTY OF MESA, COLORADO

(SEAL) By _____
Sponsor's Designated Official Representative
Title _____
Attest: _____

Title: _____
CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2002.

By _____
Signature of Sponsor's Attorney

Part II - Acceptance

The Sponsor does hereby ratify and adopt all terms and conditions, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 2002.

WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY

(SEAL)By _____

Sponsor's Designated Official Representative

Title _____

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act.

In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2002.

By _____

Signature of Sponsor's Attorney

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2002, by and between the Walker Field, Colorado, Public Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

RECITALS

The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

The Airport Authority is the owner and operator of the Walker Field Airport, located in Grand Junction, Colorado ("Airport").

Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-025 ("Project").

The FAA is willing to provide approximately \$277,949 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

AGREEMENT

By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.

In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:

Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Special Assurances incorporated by reference into the Grant Agreement ("Special Assurances"); and

The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred therefrom, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Special Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Special Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.

4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Special Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances, the Project contemplated by

the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.

The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venturer, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY

By _____
Steve Ammentorp, Chairperson

CITY OF GRAND JUNCTION

By _____
Kelly Arnold, City Manager

Grand Valley Transit
CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

CITY COUNCIL			
Subject:	Funding Grand Valley Transit for FY 2002-2005		
Meeting Date:	May 1, 2002		
Date Prepared:	April 24, 2002		
Author:	Kelly Arnold	City Manager	
Presenter Name:	Kelly Arnold	City Manager	
	Workshop	x	Formal Agenda

Subject: Consideration of a joint resolution for commitment to fund the Grand Valley Transit (GVT) for the fiscal years of 2002 through 2005.

Summary: In Fall, 2001, the Grand Junction City Council, Fruita City Council, Palisade Town Board, and Mesa County Commissioners agreed to a formula for funding GVT for 2002. In addition, there was an informal agreement to fund GVT for fiscal years 2003 through 2004. The attached resolution formalizes the agreement.

Background Information: The subject of funding GVT came up during the budget deliberations for 2002. At that time, the Grand Junction City Council agreed to increase the funding for 2002 to an amount of \$200,809. In addition, the Council discussed a commitment for future GVT funding based upon a formula of annual TABOR growth or 4%, whichever was lesser.

The Regional Transportation Committee considered the final commitments as presented in the attached resolution. At their April 22, 2002 meeting, the RTPAC voted to forward the resolution to their respective governing bodies for consideration. The intent of the resolution is to memorialize the informal agreement made in Fall, 2001, and to set a known source of revenue for the next three years for GVT.

Budget: The resolution calls for a commitment of an annual increase of 4% or the annual TABOR growth, whichever is the lesser amount. Based upon past TABOR growth, it is more than likely that the increase for the next 3 years will be 4% annually. The funds come from the City of Grand Junction's General Fund.

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** *Indicates New Item*

* *Requires Roll Call Vote*

Action Requested/Recommendation: Based upon the previous commitment and the City of Grand Junction’s representatives on the RTPAC which support the resolution, it is recommended that the City Council adopt the resolution and forward the resolution for consideration to the other three governing bodies.

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

Mesa County:
City of Grand Junction:
City of Fruita:
Town of Palisade:

RESOLUTION NO. -02

A RESOLUTION CONCERNING THE ADOPTION OF THE LOCAL MATCH FUNDING FOR GRAND VALLEY TRANSIT PUBLIC TRANSIT SERVICES FOR FY 2002-2005

WHEREAS, a Transit Development Plan is required to be developed and approved by local governments in Mesa County in order for Mesa County to continue receiving Federal Transit Administration funding for transit services; and

WHEREAS, the Federal Transit Administration awards operating and capital assistance to Mesa County to assist in the implementation of the adopted Transit Development Plan; and

WHEREAS, the current Transit Development Plan was approved by the County Commissioners of Mesa County on September 8, 1997 (MCM 97-172); the Grand Junction City Council on September 17, 1997 (GJCC 59-97); the City of Fruita City Council on August 11, 1997 (1997-37); and the Town of Palisade Board of Trustees on August 23, 1997 (97-21); and

WHEREAS, a Transit Steering Committee was appointed to develop a recommendation for public transit services in Mesa County, including representatives from the City of Grand Junction, City of Fruita, Town of Palisade, and Mesa County under the guidance of the Mesa County Regional Transportation Planning Office; and

WHEREAS, several public hearings have been held to receive input regarding the local match funding for public transit services in fiscal years 2002-2005; and

WHEREAS, the Transit Steering Committee agrees to the levels of local match funding as set forth below, subject to annual appropriation;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF MESA COUNTY, THE GRAND JUNCTION CITY COUNCIL, THE FRUITA CITY COUNCIL, AND THE TOWN OF PALISADE BOARD OF TRUSTEES THAT THE LOCAL MATCH FUNDING FOR FY 2002-2005 IS AS FOLLOWS AND ANY EXCEPTIONS SET OUT BELOW:

Local Match Distribution	FY 2002	FY 2003	FY 2004	FY 2005
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Mesa County	\$635,944	\$652,920	\$672,628	\$699,533
Grand Junction	200,809*	208,841*	217,195*	225,883*
Fruita	30,961	32,199	33,487	34,826
Palisade	12,321	12,814	13,327	13,860
Total Local Contributions	\$880,035	\$906,774	\$936,637	\$974,102

** This amount may be less if the growth for the City of Grand Junction (calculated by adding Consumer Price Index and Local Growth) is less than 4%. In such case the City of Grand Junction's contribution will be calculated using the growth percentage.*

MESA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

ATTEST:

Monica Todd, Clerk & Recorder

GRAND JUNCTION CITY COUNCIL

By: _____

ATTEST:

Grand Junction City Clerk

FRUITA CITY COUNCIL

ATTEST:

By: _____

Fruita City Clerk

TOWN OF PALISADE BOARD OF TRUSTEES

ATTEST:

By: _____

Palisade Town Clerk

2002 Alley Improvement District

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL				
Subject:	Award of Construction Contract for the 2002 ALLEY IMPROVEMENT DISTRICT			
Meeting Date:	May 1, 2002			
Date Prepared:	April 18, 2002			
Author:	James H. Taylor	Project Engineer		
Presenter Name:	Tim Moore	Public Works Manager		
Meeting Type:		Workshop	X	Formal Agenda

Subject: Award of a Construction Contract for the **2002 ALLEY IMPROVEMENT DISTRICT** to **Reyes Construction, Inc.** in the amount of **\$529,493.25**.

Summary: Bids were received and opened on April 18, 2002 for the **2002 ALLEY IMPROVEMENT DISTRICT**. **Reyes Construction, Inc.** submitted the low bid in the amount of **\$529,493.25**.

Background Information: The project consists of resurfacing 7 alleys with concrete pavement and the replacement of sanitary sewers. The following locations are included in the improvement district:

- 2nd to 3rd Streets between Gunnison and Hill Avenues
- 3rd to 4th Streets between Hill and Teller Avenues
- 4th to 5th Streets between Ute and Colorado Avenues
- 7th to Cannell between Bunting and Kennedy Avenues
- 11th to 12th Streets between Grand and Ouray Avenues
- 12th to 13th Streets between Bunting and Kennedy Avenues
- Texas to Hall Avenues between 15th and 16th Streets

Work is scheduled to begin on or about mid May and continue for 18 weeks with an anticipated completion date of mid September.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
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*** Indicates New Item

* Requires Roll Call Vote

Reyes Construction, Inc	Grand Junction	\$529,493.25
Mays Concrete, Inc.	Grand Junction	\$567,121.00
Engineer's Estimate		\$644,422.50

Budget:

Project Costs:

Construction – Alley Improvement District	\$285,938
Construction – Sewer replacements	\$243,556
Design – Alley Improvement District	\$12,646
Design – Sewer replacements	\$ 7,302
City Inspection and Administration (Estimated)- Surface	\$10,805
	<u>\$10,805</u>
-	
Sewer Project Cost- Alley Improvement District	\$309,389
Project Cost- Sewer replacements	\$261,663

Funding:

2011 Fund – 2002 Budget	\$382,593
905 Fund – 2002 Budget	\$338,077
<u>Amount under budget- Alley Improvement District:</u>	<u>\$73,204</u>
<u>Amount under budget- Sewer replacements:</u>	<u>\$76,414</u>

Rights-of-way and easements: All construction is within the existing alley right of way.

Action Requested/Recommendation: City Council motion authorizing the City Manager to execute a Construction Contract for the **ALLEY IMPROVEMENT DISTRICT** with **Reyes Construction, Inc.** in the amount of **\$529,493.25**.

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"/>	Individual Consideration	<input type="checkbox"/>	Workshop
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Concrete Repair Street Overlays

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>				
Subject:	Award of Construction Contract for CONCRETE REPAIRS FOR STREET OVERLAYS			
Meeting Date:	May 1, 2002			
Date Prepared:	April 23, 2002			
Author:	James H. Taylor	Project Engineer		
Presenter Name:	Tim Moore	Public Works Manager		
Meeting Type:		Workshop	X	Formal Agenda

Subject: Award of a Construction Contract for **CONCRETE REPAIR FOR STREET OVERLAYS** to **G&G Paving Construction, Inc.** in the amount of **\$207,261.00**.

Summary: Bids were received and opened on April 23, 2002 for **CONCRETE REPAIR FOR STREET OVERLAYS**. G&G Paving Construction, Inc. submitted the low bid in the amount of \$207,261.00.

Background Information: This project consists of the removal and replacement of off grade or broken sections of concrete curb, gutter, sidewalk, drainage pans and fillets along with asphalt patching on streets that will be overlaid later this construction season. The work also includes the installation of new sidewalk and curb ramps where needed.

The work will take place on 13 streets throughout the City and at four alley approaches in the Riverside area. The locations are tabulated below:

LOCATION:

7th Street-North Ave to Bookcliff Ave
 28 Road-Hawthorne to Cortland Ave
 14th Street- North Ave to Glenwood Ave
 13th Street-Orchard Ave to Bookcliff Ave
 27 ¾ Road-Hwy 50 to B½ Road
 Chipeta Ave-12th to 13th Ave
 West Ute Ave-Chuluota Ave to Riverside Park

LOCATION:

Patterson Road-1st to 7th Street
 Ridge Dr-15th Street to 27½ Road
 10th Street-Belford Ave to North Ave
 22nd Street-Orchard Ave to Bookcliff Ave
 Belford Ave-10th to 11th Street
 Rockaway Ave-Hale Ave to Fairview Ave
 Chuluota alley approach- W Colorado & W Ute

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*** *Indicates New Item*

* *Requires Roll Call Vote*

Chuluota alley approach-W Main & W Colorado Fairview alley approach-Park Dr. & Chuluota
 Fairview alley approach-Chuluota & Rockaway

Work is scheduled to begin on or about mid May and continue for 11 weeks with an anticipated completion date of the end of July.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
G&G Paving Construction, Inc.	Grand Junction	\$207,261.00
Vista Paving Corporation, Inc.	Grand Junction	\$239,163.00
B.P.S. Concrete, Inc.	Grand Junction	\$320,172.48
Engineer's Estimate		\$219,095.68

Budget:

<u>Project Costs:</u>	
Construction Contract to G&G Paving	\$207,261.00
Engineering Costs to Date	13,822.00
City Inspection and Administration (Estimate)	<u>15,000.00</u>
Total Project Costs	\$236,083.00

Funding:

<u>CAPITAL FUND</u>	<u>2002 BUDGET</u>	<u>AMT REQUIRED</u>	<u>ENCUMBERED</u>	<u>BALANCE</u>
		<u>THIS CONTRACT</u>	<u>TO DATE</u>	
Contract Street Maintenance	\$1,070,090	\$94,808	\$13,822	\$961,460
Accessibility	\$50,000	\$32,876	\$17,124	\$0
Curb, Gutter & Sidewalk	\$417,544	\$59,018	\$277,797	\$80,729
New Sidewalk	\$168,000	\$36,854	\$131,146	\$0
Water Department		\$11,958		
Ute Water		<u>\$569</u>		
Total Cost		\$236,083		

Rights-of-way and easements: All construction is within the City right of way.

Action Requested/Recommendation: City Council motion authorizing the City Manager to execute a Construction Contract for the **Concrete Repairs for Street Overlays** with **G&G Paving Construction, Inc.** in the amount of **\$207,261.00**.

Citizen Presentation:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	
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"/>	Individual Consideration	<input type="checkbox"/>
					Workshop

Lease Extension Mesa National Bank

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Resolution extending the lease of office space at Mesa National Bank for the Police Department's Polygraph Testing Facility		
Meeting Date:	May 1, 2002		
Date Prepared:	April 22, 2002		
Author:	Tim Woodmansee	Real Estate Manager	
Presenter Name:	Mark Relph	Public Works & Utilities Director	
	Workshop	X	Formal Agenda

Subject: Resolution extending the lease of office space at Mesa National Bank for the Police Department's Polygraph Testing Facility.

Summary: The proposed action will extend the term of the lease for one year.

Background Information: The Police Department has conducted polygraph testing procedures at Mesa National Bank since 1996.

The Police Department has found that the secluded office space located on the third floor at Mesa National Bank functions very well as a polygraph testing facility. Because the City does not own space in a facility that would accommodate this function, the Police Department would like to continue using this space as long as it remains available.

Rent for the proposed one-year extension will be \$1,452.00. Mesa National Bank will pay for all utilities except telephone.

Action Requested/Recommendation: Pass and adopt proposed resolution .

Citizen Presentation:	X	No	Yes	If Yes,
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*** Indicates New Item

* Requires Roll Call Vote

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

RESOLUTION NO. _____

**EXTENDING THE LEASE OF OFFICE SPACE AT
131 NORTH 6TH STREET FOR USE AS A
POLYGRAPH TESTING FACILITY**

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

That the City Manager is hereby authorized and directed, as the act of the City and on behalf of the City, to execute the attached Lease Extension Agreement with Mesa National Bank for a one year lease of approximately 116 square feet of office space located at 131 North 6th Street in the City of Grand Junction.

PASSED and ADOPTED this 1st day of May, 2002.

Attest:

President of the Council

City Clerk

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT is made and entered into as of the 15th day of May, 2002, by and between Mesa National Bank, hereinafter referred to as "Lessor", and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City".

Recitals

A. By Lease Agreement dated the 15th day of May, 2000, the City has leased from Lessor and Lessor has leased to the City, approximately 116 square feet of office space situate on the third floor of the Mesa National Bank Building located at 131 North 6th Street in the City of Grand Junction, County of Mesa, State of Colorado.

B. It is the desire of both parties to continue said lease for an extended term as hereinafter specified.

NOW, THEREFORE, in consideration of the terms, covenants and conditions as herein set forth, the parties agree as follows:

1. The term of this Lease Extension shall commence on May 15, 2002, and continue through May 15, 2003 ("Extended Term"), on which date this Lease Extension shall expire.
2. Rent for the Extended Term shall be \$1,452.00, which amount shall be paid by the City to Lessor on or before May 15, 2002, as full and complete payment for rents due for the Extended Term.
3. All other terms, conditions and responsibilities as they appear in that Lease Agreement dated the 15th day of May, 2000, shall continue in full force and effect during the Extended Term.

Dated the day and year first above written.

Attest:

Mesa National Bank, Lessor

Senior Vice President

W.T. Sisson, President

The City of Grand Junction, a
Colorado home rule municipality

ATTEST:

City Clerk

City Manager

Exchange of Property near Whitewater for Property

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Resolution Re-Authorizing the Exchange of Real Estate with Dyer LLC.		
Meeting Date:	May 1, 2002		
Date Prepared:	May 1, 2002, 2002		
Author:	Tim Woodmansee	Real Estate Manager	
Presenter Name:	Mark Relph	Public Works & Utilities Director	
	Workshop	X	Formal Agenda

Subject: Resolution Re-Authorizing the Exchange of Real Estate with Dyer LLC.

Summary: The proposed exchange will grant the City title and improved access rights to a remote parcel which is encumbered by the Kannah Creek Flowline.

Background Information: Dyer LLC has been phasing the development of Desert Vista Estates near Whitewater Creek. The Kannah Creek Flowline crosses the third and final phase of this development (the flowline exists without the benefit of a documented easement). Additionally, the City owns a vacant 40-acre parcel adjacent to the west of Desert Vista Estates that was included in the Somerville Ranch purchase.

In 1998, the City Council approved a contract whereby the City would convey the 40-acre parcel to Dyer and the City would receive title and access rights to a 24 acre tract encumbered by the Kannah Creek Flowline. The City would also receive the sum of \$25,636, representing the difference in value between the exchange parcels. The contract expired due to Dyer's inability to complete the third filing within the dates specified under the contract. The third filing is now under final review by Mesa County.

Fiscal Impact: \$25,636 in unbudgeted revenue to the Water Fund.

Action Requested/Recommendation: Pass and Adopt Resolution authorizing the exchange of real estate with Dyer, LLC.

Attachments: Vicinity Map; Resolution; Contract to Exchange Real Estate.

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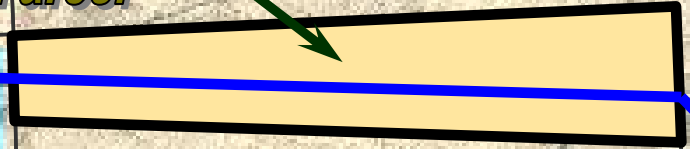
Name:						
Purpose:						
Report results back to Council:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When:	
Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>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

NORTH



24 - Acre Dyer Parcel

Kannah Creek Flowline



**Desert Vista Estates
Filing No. 3**

*40 - Acre
City
Property*

**Desert Vista Estates
Filing No. 2**

RESOLUTION NO. _____

**AUTHORIZING THE EXCHANGE OF REAL ESTATE
WITH DYER, LLC., A COLORADO LIMITED LIABILITY COMPANY**

WHEREAS, the City of Grand Junction is the owner of certain real property described as the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 2 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, consisting of approximately 40 acres of vacant land; and

WHEREAS, Dyer, LLC, a Colorado limited liability company, is the owner of certain real property situate in the East 1/2 of Section 12, Township 2 South, Range 1 East of the Ute Meridian, and in the West 1/2 of Section 7, Township 2 South, Range 2 East of the Ute Meridian, all in the County of Mesa, State of Colorado; and

WHEREAS, Dyer, LLC, has received preliminary approvals from the County of Mesa to subdivide the Dyer property into single family residential home sites; and

WHEREAS, the northerly portion of the Dyer property is encumbered by the City's Kannah Creek raw water flowline, which flowline is the main source of domestic water for the City of Grand Junction; and

WHEREAS, the City is desirous of protecting the Kannah Creek Flowline from uses associated with the subdividing of the Dyer property by obtaining fee simple ownership of approximately 23.94 acres of the Dyer property; and

WHEREAS, Dyer is desirous of obtaining fee simple ownership of the aforescribed City property; and

WHEREAS, the fair market value of the City property is deemed to be the sum of \$25,636.00 greater than the fair market value of the 23.94 acre Dyer property.

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

1. That the City Council hereby authorizes an exchange of the City's 40 acre property for the 23.94 acre Dyer property in accordance with the terms and conditions of the attached Contract to Exchange Real Estate.
2. That the City Manager, on behalf of the City and as the act of the City, is hereby authorized and directed to execute the attached Contract to Exchange Real Estate.
3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary and appropriate to effectuate the provisions of this Resolution and the attached Contract, including, without limitation, the performance of environmental audits, boundary surveys, and the execution and delivery of such certificates and documents as may be necessary or desirable to accomplish the exchange of real estate with Dyer, LLC.

PASSED and ADOPTED this 1ST day of May, 2002.

Attest:

_____ President of the City
Council

City Clerk

**CONTRACT TO EXCHANGE REAL ESTATE
(With Valuations)**

THIS CONTRACT TO EXCHANGE REAL ESTATE is entered into by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Dyer, LLC, a Colorado Limited Liability Company, hereinafter referred to as "Dyer".

1. Subject to the provisions herein, Dyer agrees to convey to the City, by Special Warranty Deed, that certain real property consisting of approximately 23.94 acres situate in and being a part of the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 2 South, Range 1 East of the Ute Meridian and part of the Northwest 1/4 of the Northwest 1/4 of Section 7, Township 2 South, Range 2 East of the Ute Meridian, all in the County of Mesa, State of Colorado, hereinafter referred to as "the Dyer Property". The boundaries of the Dyer Property are described on **Exhibit "A"** attached hereto and incorporated herein by reference. For the purposes of this Contract, the parties agree that the fair market value of the Dyer Property is \$14,364.00.

2. Subject to the provisions herein, the City agrees to convey to Dyer, by Special Warranty Deed, that certain real property consisting of approximately 40 acres and described as the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 2 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, hereinafter referred to as "the City Property". For the purposes of this Contract, the parties agree that the fair market value of the City Property is \$40,000.00

3. For the purposes of this Contract, the fair market value of the City Property shall be deemed to be \$25,636.00 greater than the fair market value of the Dyer Property. Dyer agrees to pay to the City the sum of \$25,636.00 ("the Valuation Difference") in good funds at closing.

4. Conveyance of the Dyer Property and the City Property each shall include all improvements thereon and appurtenant thereto, and any and all other rights appurtenant to each said property, free and clear of all taxes, special assessments, liens, mortgages and encumbrances; provided, however, that such conveyances shall not include any water or water rights, ditches or ditch rights, which may have been used on or attributed to the respective properties.

5. (a) Because the Dyer Property is part of and attached to a larger tract of land, this Contract and the exchange of real property hereby contemplated is contingent upon the County of Mesa approving the conveyance of the Dyer Property to the City in accordance with the Mesa County Zoning and Development Code. Dyer shall take all actions and pay all expenses necessary and appropriate to obtain such approval(s).

(b) In the event the County of Mesa fails or refuses, for whatever reason, to approve the conveyance of the Dyer Property to the City prior to closing, then this Contract shall terminate and both parties shall be released from all obligations hereunder.

6. (a) On or before May 17, 2002, each party shall, at each party's own expense, furnish to the other party a current commitment for title insurance policy

covering the property to be conveyed by such party, together with legible copies of instruments listed in the schedule of exceptions in the title insurance commitment (hereafter "the Title Documents"). Each party agrees to deliver the title insurance policy, in the amount of the fair market set forth above in paragraphs 1 and 2 above, to the other party at closing and pay the premium thereon.

(b) Title to the Dyer Property and the City Property each shall be merchantable. Written notice by either party to the other party of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of the party providing such written notice and delivered to the other party on or before ten (10) days after such party's receipt of the Title Documents or endorsements adding new exceptions to the title commitment. If either party fails to mail such notice to the other party within said ten (10) day period, then the party failing to mail such notice shall be deemed to have accepted the condition of title as disclosed by the Title Documents.

(c) If title is not merchantable and written notice of defects is delivered by either party within the ten (10) day period specified in paragraph 6(b), the party receiving such notice of defects shall use reasonable efforts to correct said defects prior to closing. If the party receiving notice of defects is unable to correct said defects on or before the date of closing, the party giving such notice shall have the option of extending the date of closing for a period not to exceed thirty (30) days for the purpose of correcting said defects. If title is not rendered merchantable, this Contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder.

7. The date of closing shall be the date for delivery of deed as provided in paragraph 8. The hour and place of closing shall be designated by mutual agreement between the parties hereto. Changes in time, place and date may be made with the consent of both parties. Each party shall pay its respective closing costs at closing, except as otherwise provided herein. Each party shall sign and complete all customary or required documents at or before closing. Fees for real estate closing and settlement services shall be paid at closing by the parties equally. The parties designate Abstract & Title Company of Mesa County, Inc., as Closing Agent for the purposes of providing Title Insurance and Closing this transaction.

8. Subject to payment or tender of the Valuation Difference by Dyer to the City, and compliance by both parties with the other terms and provisions hereof, Closing and possession shall occur on August 30, 2002 or, by mutual agreement, at an earlier date. At Closing each party shall execute and deliver a Special Warranty Deed to the other party and each party shall deliver possession of such party's property to the other party, free and clear of: all taxes; all liens for special improvements installed as of the date first above written, whether assessed or not; all liens, mortgages and encumbrances; all fees and charges for utilities, association dues, water rents and water assessments; any covenants, restrictions or reversionary provisions not accepted by the receiving party listed as exceptions in the Title Documents; and all tenancies and/or leasehold estates.

9. (a) Each party shall have the right to access the other party's property and to make inspections of the other party's property. Such inspections shall include, but not

be limited to, boundary surveys, geological surveys and studies, and environmental surveys and studies. Said permitted access shall be for a period commencing on the May 6, 2002, and ending on May 31, 2002. The party making a physical inspection of the other party's property is responsible and shall pay for any damage which occurs to the other party's property as a result of such inspections.

(b) If written notice by either party of any unsatisfactory physical condition is given to the other party during the term of the Inspection Period, and if the parties have not reached a written agreement in settlement thereof on or before the expiration of the Inspection Period, this contract shall then terminate. If either party fails to give notice of any unsatisfactory physical condition during the term of the Inspection Period, then the party failing to give such notice shall be deemed to have accepted the physical condition of the other party's property, as is, in its present condition.

(c) Each party acknowledges that the other party makes no representation or warranty that its property (including land, surface water, ground water and improvements) is now or will in the future be free of contamination which is unknown to it, including (i) any "hazardous waste", "medical waste", "solid waste", "underground storage tanks", "petroleum", "regulated substances", or "used oil" as defined by the Solid Waste Disposal Act (42 U.S.C. § 6901, *et seq.*), as amended, and the Resource Conservation and Recovery Act (42 U.S.C. § 6991, *et seq.*), as amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" or "pollutant or contaminant" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, *et seq.*), as amended, or by any regulations promulgated thereunder; (iii) any "regulated substance", as defined by the Underground Storage Tank Act, C.R.S., § 25-18-101, *et seq.*, as amended, or by any regulations promulgated thereunder; (iv) any "hazardous waste" as defined by C.R.S., § 25-15-101, *et seq.*, as amended, or by any regulations promulgated thereunder; (v) any substance the presence of which on, in, under or about the property, is prohibited by any law similar to those set forth above, and; (vi) any other substance which by law, regulation or ordinance requires special handling in its collection, storage, treatment or disposal. Each party accepts the property of the other subject to such disclaimer, it being understood and agreed that each will disclose to the other, within the period allowed for inspection, any such condition of which a party has knowledge as of the date it executed this Agreement.

10. Possession of the respective properties shall be delivered without exceptions, leases or tenancies, on the date of closing. If either party fails to deliver possession on the date herein specified, then said party shall be subject to eviction and shall be liable for a daily rental of \$50.00 until possession is delivered.

11. Time is of the essence hereof. If any obligation hereunder is not performed as herein provided, there shall be the following remedies:

(a) If either party is in default, the other party is limited to the following remedies: (1) to treat this contract as terminated, but no damages may be recoverable, or (2) to treat this contract as being in full force and effect together with the right to an action for specific performance; provided, however, that no damages nor fees, costs, or attorney's fees shall be recoverable;

(b) In the event of any litigation arising out of this contract, the parties agree that each shall pay its own costs and expenses, including attorney's fees.

12. The parties hereto represent to each other that the exchange of Properties hereby contemplated was brought about without the efforts of any brokers or agents and that neither party has dealt with any brokers or agents in connection with the exchange of the Properties. Each party agrees 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 as a result of dealings claimed to have been conducted with the respective parties.

13. All notices and communications required herein shall be in writing delivered to the parties by United States Certified Mail return receipt requested, and shall be deemed served upon the receiving party as of the date of mailing indicated on the postal receipt, addressed as follows:

To the City: Mr. Tim Woodmansee
 City Real Estate Manager
 250 North 5th Street
 Grand Junction, CO 81501-2668

To Dyer: Mr. James K. Dyer
 134 North 6th Street
 Grand Junction, CO 81501

The parties may, by notice as provided above, designate a different address to which notice shall be given.

14. This entire Contract and the obligation of the parties to proceed under its terms and conditions is expressly contingent upon:

(a) The consent and approval by the City Council of the City of Grand Junction. In the event such approval is not obtained on or before May 1, 2002, this Contract shall be automatically void and of no effect; and

(b) The consent and approval by the County of Mesa County as set forth in paragraph 5.

15. Dyer and the City each represent and warrant the following:

(a) The parties each have the full power and authority to enter into this Contract and the persons signing this Contract have the full power and authority to sign and to bind such party to this Contract and to exchange, sell, transfer and convey all right, title and interest in and to such party's property in accordance with this Contract; and

(b) The exchange, sale, transfer and conveyance of the properties in accordance with this Contract will not violate any provision of federal, state or local law; and

(c) As of Closing and the delivery of possession, the respective properties each have or will have legal, insurable access to a public road; and

(d) As of Closing and the delivery of possession, there will be no tenants or occupants in possession of any portion of the respective properties at the time of closing; and

(e) As of Closing and the delivery of possession, there will be no encumbrances or liens against the respective properties including, but not limited to, mortgages or deeds of trust.

16. This Contract embodies the complete agreement between the parties hereto and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Contract and the terms and conditions hereof apply to and are binding upon the heirs, successors and assigns of both parties.

17. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

18. This Agreement shall be governed and construed by the laws of the State of Colorado. Venue shall be in Mesa County, Colorado.

19. Each party has obtained the advise of its own legal and tax counsel.

IN WITNESS of the foregoing, the parties hereto have executed this Contract as of the day and year first above written.

Attest:

For the City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

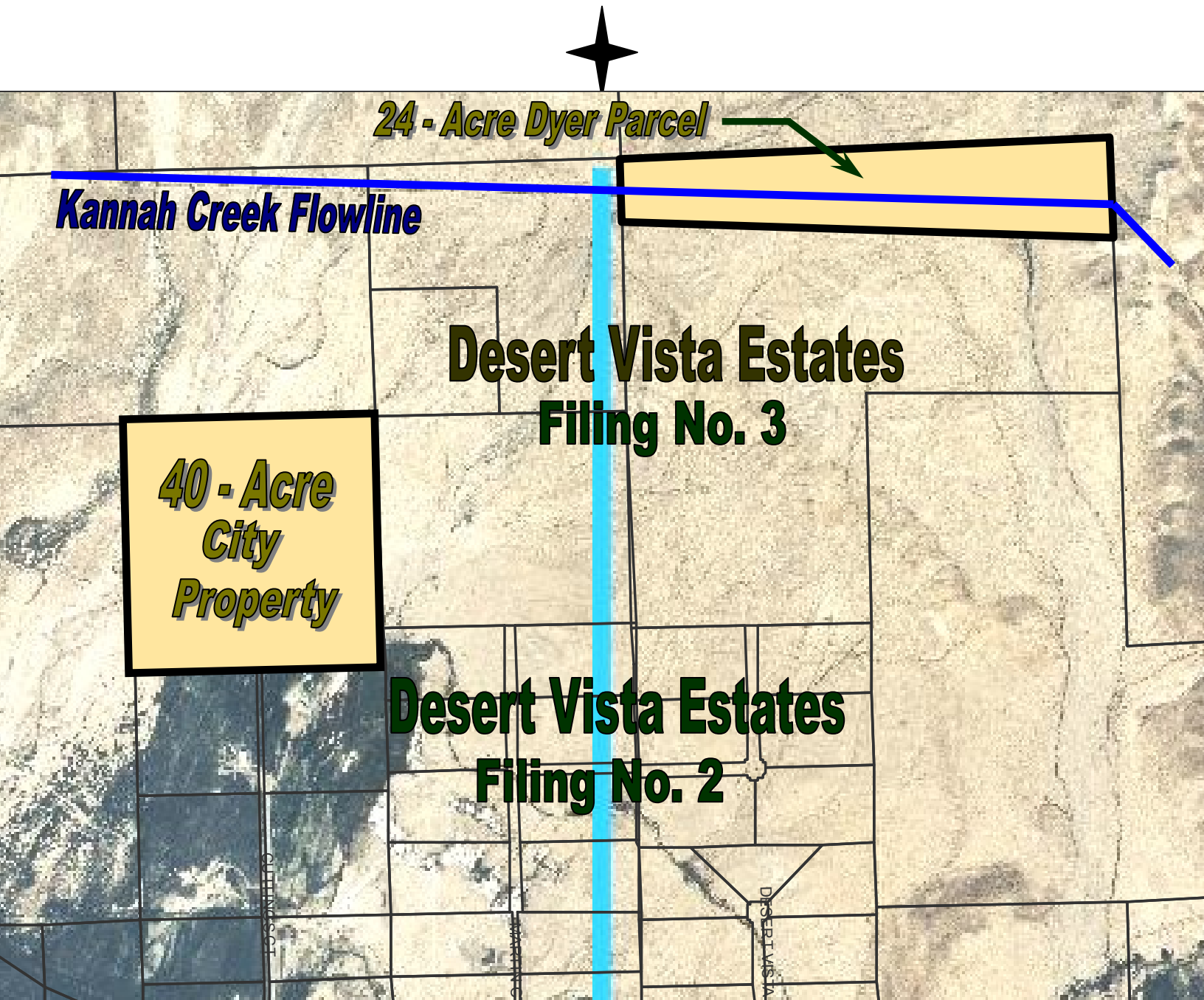
Dyer, LLC, a Colorado Limited Liability Company:

James K. Dyer, Managing Partner

Exhibit "A"
("Dyer Property")

Beginning at the Northeast Corner of Section 12, Township 2 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado;

thence S 89°44'52" W along the North boundary line of the NE1/4 NE1/4 of said Section 12 a distance of 1328.76 feet to the Northwest Corner of the NE1/4 NE1/4 of said Section 12;
thence S 00°20'31" E along the West boundary line of the NE1/4 NE1/4 of said Section 12 a distance of 164.68 feet;
thence S 87°14'45" E a distance of 3913.86 feet to a point on the East boundary line of the NE1/4 NW1/4 of Section 7, Township 2 South, Range 2 East of the Ute Meridian;
thence N 00°11'45" W along the East boundary line of the NE1/4 NW1/4 of said Section 7 a distance of 368.46 feet to the Northeast Corner of the NE1/4 NW1/4 of said Section 7;
thence S 89°46'51" W along the North boundary line of the NE1/4 NW1/4 of said Section 7 a distance of 2580.33 feet to the Point of Beginning.



RESOLUTION NO. _____

**AUTHORIZING THE EXCHANGE OF REAL ESTATE
WITH DYER, LLC., A COLORADO LIMITED LIABILITY COMPANY**

WHEREAS, the City of Grand Junction is the owner of certain real property described as the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 2 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, consisting of approximately 40 acres of vacant land; and

WHEREAS, Dyer, LLC, a Colorado limited liability company, is the owner of certain real property situate in the East 1/2 of Section 12, Township 2 South, Range 1 East of the Ute Meridian, and in the West 1/2 of Section 7, Township 2 South, Range 2 East of the Ute Meridian, all in the County of Mesa, State of Colorado; and

WHEREAS, Dyer, LLC, has received preliminary approvals from the County of Mesa to subdivide the Dyer property into single family residential home sites; and

WHEREAS, the northerly portion of the Dyer property is encumbered by the City's Kannah Creek raw water flowline, which flowline is the main source of domestic water for the City of Grand Junction; and

WHEREAS, the City is desirous of protecting the Kannah Creek Flowline from uses associated with the subdividing of the Dyer property by obtaining fee simple ownership of approximately 23.94 acres of the Dyer property; and

WHEREAS, Dyer is desirous of obtaining fee simple ownership of the aforescribed City property; and

WHEREAS, the fair market value of the City property is deemed to be the sum of \$25,636.00 greater than the fair market value of the 23.94 acre Dyer property.

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

1. That the City Council hereby authorizes an exchange of the City's 40 acre property for the 23.94 acre Dyer property in accordance with the terms and conditions of the attached Contract to Exchange Real Estate.
2. That the City Manager, on behalf of the City and as the act of the City, is hereby authorized and directed to execute the attached Contract to Exchange Real Estate.

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** *Indicates New Item*

* *Requires Roll Call Vote*

3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary and appropriate to effectuate the provisions of this Resolution and the attached Contract, including, without limitation, the performance of environmental audits, boundary surveys, and the execution and delivery of such certificates and documents as may be necessary or desirable to accomplish the exchange of real estate with Dyer, LLC.

PASSED and ADOPTED this 1ST day of May, 2002.

Attest:

President of the City Council

City Clerk

**CONTRACT TO EXCHANGE REAL ESTATE
(With Valuations)**

THIS CONTRACT TO EXCHANGE REAL ESTATE is entered into by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as “the City”, and Dyer, LLC, a Colorado Limited Liability Company, hereinafter referred to as “Dyer”.

1. Subject to the provisions herein, Dyer agrees to convey to the City, by Special Warranty Deed, that certain real property consisting of approximately 23.94 acres situate in and being a part of the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 2 South, Range 1 East of the Ute Meridian and part of the Northwest 1/4 of the Northwest 1/4 of Section 7, Township 2 South, Range 2 East of the Ute Meridian, all in the County of Mesa, State of Colorado, hereinafter referred to as “the Dyer Property”. The boundaries of the Dyer Property are described on **Exhibit “A”** attached hereto and incorporated herein by reference. For the purposes of this Contract, the parties agree that the fair market value of the Dyer Property is \$14,364.00.

2. Subject to the provisions herein, the City agrees to convey to Dyer, by Special Warranty Deed, that certain real property consisting of approximately 40 acres and described as the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 2 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, hereinafter referred to as “the City Property”. For the purposes of this Contract, the parties agree that the fair market value of the City Property is \$40,000.00

3. For the purposes of this Contract, the fair market value of the City Property shall be deemed to be \$25,636.00 greater than the fair market value of the Dyer Property. Dyer agrees to pay to the City the sum of \$25,636.00 (“the Valuation Difference”) in good funds at closing.

4. Conveyance of the Dyer Property and the City Property each shall include all improvements thereon and appurtenant thereto, and any and all other rights appurtenant to each said property, free and clear of all taxes, special assessments, liens, mortgages and encumbrances; provided, however, that such conveyances shall not include any water or water rights, ditches or ditch rights, which may have been used on or attributed to the respective properties.

5. (a) Because the Dyer Property is part of and attached to a larger tract of land, this Contract and the exchange of real property hereby contemplated is contingent upon the County of Mesa approving the conveyance of the Dyer Property to the City in accordance with the Mesa County Zoning and Development Code. Dyer shall take all actions and pay all expenses necessary and appropriate to obtain such approval(s).

(b) In the event the County of Mesa fails or refuses, for whatever reason, to approve the conveyance of the Dyer Property to the City prior to closing, then this Contract shall terminate and both parties shall be released from all obligations hereunder.

6. (a) On or before May 17, 2002, each party shall, at each party's own expense, furnish to the other party a current commitment for title insurance policy covering the property to be conveyed by such party, together with legible copies of instruments listed in the schedule of exceptions in the title insurance commitment (hereafter "the Title Documents"). Each party agrees to deliver the title insurance policy, in the amount of the fair market set forth above in paragraphs 1 and 2 above, to the other party at closing and pay the premium thereon.

(b) Title to the Dyer Property and the City Property each shall be merchantable. Written notice by either party to the other party of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of the party providing such written notice and delivered to the other party on or before ten (10) days after such party's receipt of the Title Documents or endorsements adding new exceptions to the title commitment. If either party fails to mail such notice to the other party within said ten (10) day period, then the party failing to mail such notice shall be deemed to have accepted the condition of title as disclosed by the Title Documents.

(c) If title is not merchantable and written notice of defects is delivered by either party within the ten (10) day period specified in paragraph 6(b), the party receiving such notice of defects shall use reasonable efforts to correct said defects prior to closing. If the party receiving notice of defects is unable to correct said defects on or before the date of closing, the party giving such notice shall have the option of extending the date of closing for a period not to exceed thirty (30) days for the purpose of correcting said defects. If title is not rendered merchantable, this Contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder.

7. The date of closing shall be the date for delivery of deed as provided in paragraph 8. The hour and place of closing shall be designated by mutual agreement between the parties hereto. Changes in time, place and date may be made with the consent of both parties. Each party shall pay its respective closing costs at closing, except as otherwise provided herein. Each party shall sign and complete all customary or required documents at or before closing. Fees for real estate closing and settlement services shall be paid at closing by the parties equally. The parties designate Abstract & Title Company of Mesa County, Inc., as Closing Agent for the purposes of providing Title Insurance and Closing this transaction.

8. Subject to payment or tender of the Valuation Difference by Dyer to the City, and compliance by both parties with the other terms and provisions hereof, Closing and possession shall occur on August 30, 2002 or, by mutual agreement, at an earlier date.

At Closing each party shall execute and deliver a Special Warranty Deed to the other party and each party shall deliver possession of such party's property to the other party, free and clear of: all taxes; all liens for special improvements installed as of the date first above written, whether assessed or not; all liens, mortgages and encumbrances; all fees and charges for utilities, association dues, water rents and water assessments; any covenants, restrictions or reversionary provisions not accepted by the receiving party listed as exceptions in the Title Documents; and all tenancies and/or leasehold estates.

9. (a) Each party shall have the right to access the other party's property and to make inspections of the other party's property. Such inspections shall include, but not be limited to, boundary surveys, geological surveys and studies, and environmental surveys and studies. Said permitted access shall be for a period commencing on the May 6, 2002, and ending on May 31, 2002. The party making a physical inspection of the other party's property is responsible and shall pay for any damage which occurs to the other party's property as a result of such inspections.

(b) If written notice by either party of any unsatisfactory physical condition is given to the other party during the term of the Inspection Period, and if the parties have not reached a written agreement in settlement thereof on or before the expiration of the Inspection Period, this contract shall then terminate. If either party fails to give notice of any unsatisfactory physical condition during the term of the Inspection Period, then the party failing to give such notice shall be deemed to have accepted the physical condition of the other party's property, as is, in its present condition.

(c) Each party acknowledges that the other party makes no representation or warranty that its property (including land, surface water, ground water and improvements) is now or will in the future be free of contamination which is unknown to it, including (i) any "hazardous waste", "medical waste", "solid waste", "underground storage tanks", "petroleum", "regulated substances", or "used oil" as defined by the Solid Waste Disposal Act (42 U.S.C. § 6901, *et seq.*), as amended, and the Resource Conservation and Recovery Act (42 U.S.C. § 6991, *et seq.*), as amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" or "pollutant or contaminant" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, *et seq.*), as amended, or by any regulations promulgated thereunder; (iii) any "regulated substance", as defined by the Underground Storage Tank Act, C.R.S., § 25-18-101, *et seq.*, as amended, or by any regulations promulgated thereunder; (iv) any "hazardous waste" as defined by C.R.S., § 25-15-101, *et seq.*, as amended, or by any regulations promulgated thereunder; (v) any substance the presence of which on, in, under or about the property, is prohibited by any law similar to those set forth above, and; (vi) any other

substance which by law, regulation or ordinance requires special handling in its collection, storage, treatment or disposal. Each party accepts the property of the other subject to such disclaimer, it being understood and agreed that each will disclose to the other, within the period allowed for inspection, any such condition of which a party has knowledge as of the date it executed this Agreement.

10. Possession of the respective properties shall be delivered without exceptions, leases or tenancies, on the date of closing. If either party fails to deliver possession on the date herein specified, then said party shall be subject to eviction and shall be liable for a daily rental of \$50.00 until possession is delivered.

11. Time is of the essence hereof. If any obligation hereunder is not performed as herein provided, there shall be the following remedies:

(a) If either party is in default, the other party is limited to the following remedies: (1) to treat this contract as terminated, but no damages may be recoverable, or (2) to treat this contract as being in full force and effect together with the right to an action for specific performance; provided, however, that no damages nor fees, costs, or attorney's fees shall be recoverable;

(b) In the event of any litigation arising out of this contract, the parties agree that each shall pay its own costs and expenses, including attorney's fees.

12. The parties hereto represent to each other that the exchange of Properties hereby contemplated was brought about without the efforts of any brokers or agents and that neither party has dealt with any brokers or agents in connection with the exchange of the Properties. Each party agrees 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 as a result of dealings claimed to have been conducted with the respective parties.

13. All notices and communications required herein shall be in writing delivered to the parties by United States Certified Mail return receipt requested, and shall be deemed served upon the receiving party as of the date of mailing indicated on the postal receipt, addressed as follows:

To the City: Mr. Tim Woodmansee
 City Real Estate Manager
 250 North 5th Street
 Grand Junction, CO 81501-2668

To Dyer: Mr. James K. Dyer
 134 North 6th Street
 Grand Junction, CO 81501

The parties may, by notice as provided above, designate a different address to which notice shall be given.

14. This entire Contract and the obligation of the parties to proceed under its terms and conditions is expressly contingent upon:

(a) The consent and approval by the City Council of the City of Grand Junction. In the event such approval is not obtained on or before May 1, 2002, this Contract shall be automatically void and of no effect; and

(b) The consent and approval by the County of Mesa County as set forth in paragraph 5.

15. Dyer and the City each represent and warrant the following:

(a) The parties each have the full power and authority to enter into this Contract and the persons signing this Contract have the full power and authority to sign and to bind such party to this Contract and to exchange, sell, transfer and convey all right, title and interest in and to such party's property in accordance with this Contract; and

(b) The exchange, sale, transfer and conveyance of the properties in accordance with this Contract will not violate any provision of federal, state or local law; and

(c) As of Closing and the delivery of possession, the respective properties each have or will have legal, insurable access to a public road; and

(d) As of Closing and the delivery of possession, there will be no tenants or occupants in possession of any portion of the respective properties at the time of closing; and

(e) As of Closing and the delivery of possession, there will be no encumbrances or liens against the respective properties including, but not limited to, mortgages or deeds of trust.

16. This Contract embodies the complete agreement between the parties hereto and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Contract and the terms and conditions hereof apply to and are binding upon the heirs, successors and assigns of both parties.

17. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

18. This Agreement shall be governed and construed by the laws of the State of Colorado. Venue shall be in Mesa County, Colorado.

19. Each party has obtained the advise of its own legal and tax counsel.

IN WITNESS of the foregoing, the parties hereto have executed this Contract as of the day and year first above written.

Attest:

For the City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Dyer, LLC, a Colorado Limited Liability Company:

James K. Dyer, Managing Partner

Exhibit "A"
("Dyer Property")

Beginning at the Northeast Corner of Section 12, Township 2 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado;
thence S 89°44'52" W along the North boundary line of the NE1/4 NE1/4 of said Section 12 a distance of 1328.76 feet to the Northwest Corner of the NE1/4 NE1/4 of said Section 12;
thence S 00°20'31" E along the West boundary line of the NE1/4 NE1/4 of said Section 12 a distance of 164.68 feet;
thence S 87°14'45" E a distance of 3913.86 feet to a point on the East boundary line of the NE1/4 NW1/4 of Section 7, Township 2 South, Range 2 East of the Ute Meridian;
thence N 00°11'45" W along the East boundary line of the NE1/4 NW1/4 of said Section 7 a distance of 368.46 feet to the Northeast Corner of the NE1/4 NW1/4 of said Section 7;
thence S 89°46'51" W along the North boundary line of the NE1/4 NW1/4 of said Section 7 a distance of 2580.33 feet to the Point of Beginning.

**Transportation Improvement Plan (TIP) Update
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
Subject:	FY 2003-2008 Transportation Improvement Plan (TIP) Update	
Meeting Date:	May 1, 2002	
Date Prepared:	March 8, 2002	
Author:	Peggy Maurer	RTPO Office Administrator
Presenter Name:	Tim Moore	Public Works Manager
	Workshop	x Formal Agenda

Subject: Approve a resolution endorsing the Grand Junction/Mesa County Metropolitan Planning Organization FY 2003-2008 Transportation Improvement Plan (TIP) Update.

Summary: The FY 2003-2008 TIP Update is required to reflect the federally funded transportation-related projects within the Federal Aid Urban Boundary for the indicated period. All projects shown in the TIP are consistent with the statewide plan.

Background Information: The Transportation Improvement Plan (TIP) is a six-year capital improvement program for the urbanized area of Grand Junction and Mesa County. It is based on the adopted 2020 Regional Transportation Plan. The TIP's purpose is to carry out continuing, comprehensive, and cooperative transportation planning by:

- Coordinating projects in the urbanized area initiated by individual City, County, and State agencies.
- Defining the costs of these projects and the available financial resources.
- Prioritizing the projects to make the best use of available resources.

The TIP satisfies regulations jointly issued by the Federal Transit Administration (FTA) and Federal Highway Administration (FHWA). An approved regional plan (2020) and TIP are necessary to maintain federal funding for highways and streets within the planning area and for federal assistance on transit programs.

The TIP is developed cooperatively by the Grand Junction/Mesa County Metropolitan Planning Organization (MPO) and contains all federally funded transportation projects in the urbanized area initiated by Mesa County, Grand Junction, or the Colorado Department of Transportation (CDOT). Annual adjustments of funds are made as required with input from the City, County, and CDOT.

Budget: N/A

Action Requested/Recommendation: Approve the Joint Resolution with Mesa County endorsing the Grand Junction/Mesa County Metropolitan Planning Organization FY 2003-2008 Transportation Improvement Plan Update.

Citizen Presentation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	If Yes,
Name:							
Purpose:							
Report results back to Council:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	When:
Placement on Agenda:	<input checked="" type="checkbox"/>	Conse nt	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Worksho p	

MCM# _____

GJCC# _____

RESOLUTION NO. _____

A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING ADOPTION OF FISCAL YEARS 2003-2008 TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, The City and County have been designated by the Governor as the Metropolitan Planning Organization for the Grand Junction/Mesa County Urbanized Area; and

WHEREAS, Part 2 of Article 1 of Title 29, Colorado Revised Statutes authorizes the parties to contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, The City and County realize the importance of both short and long range planning in the development of an efficient transportation system, and are both aware that it is the responsibility of the Metropolitan Planning Organization to perform those planning functions; and

WHEREAS, The City and County, in their performance of those planning functions for the Urbanized Area, wish to use Federal Highway Administration transportation planning funds in coordination with the Colorado Department of Transportation;

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA, COLORADO AND THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the Fiscal Years 2003-2008 Transportation Improvement Plan Update, hereunto attached, is adopted by the City Council of the City of Grand Junction, Colorado on May 1, 2002 and by the Board of County Commissioners of the County of Mesa, Colorado on May 13, 2002.

CITY OF GRAND JUNCTION

Mayor
Grand Junction City Council

1 st day of May , 2002
Attest:

City Clerk

COUNTY OF MESA

Chair of the Board
Mesa County Board of Commissioners

13th day of May , 2002
Attest:

County Clerk

TRANSPORTATION
UPDATE FOR THE
GRAND JUNCTION/MESA



IMPROVEMENT PROGRAM
COUNTY URBANIZED

AREA

OCTOBER 1, 2003 TO SEPTEMBER 30, 2008

**PREPARED BY THE
MESA COUNTY
REGIONAL TRANSPORTATION PLANNING OFFICE
IN COOPERATION WITH THE**

**COLORADO DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION DEVELOPMENT**

CITY OF GRAND JUNCTION

MESA COUNTY

AND THE

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL TRANSIT ADMINISTRATION**

April 2002

INTRODUCTION

The Transportation Improvement Program (TIP) is a six-year capital improvement program for the urbanized area of Grand Junction and Mesa County. The Grand Junction/Mesa County Metropolitan Planning Organization (MPO) is charged with carrying out continuing, comprehensive and cooperative transportation planning by:

- ↳ Coordinating projects in the urbanized area initiated by individual City, County, and State agencies;
- ↳ Defining the costs of these projects and the available financial resources;
- ↳ Prioritizing the projects to make the best use of available resources.

The TIP serves not only the need in this area for an efficient transportation system, but also satisfies regulations jointly issued by the Federal Transit Administration (FTA) and Federal Highway Administration (FHWA), regarding the content and purpose of the program. Amendments to an approved TIP are necessary (as per Section F, paragraphs 2a, 2b, and 2c of the Grand Junction Urbanized Area Memorandum of Agreement dated July 2, 1984) to maintain federal funding for highways and streets within the planning area, and for federal assistance on transit programs. It is developed by the Mesa County Regional Transportation Planning Office (RTPO) acting as the MPO.

CONTENTS

The TIP shall contain all federally funded transportation projects in the urbanized area initiated by Mesa County, Grand Junction or by the Colorado Department of Transportation (CDOT). It is also necessary to include operating and/or capital grants from the U.S. Department of Transportation's Federal Transit Administration to agencies (public or private) in the urbanized area. The urbanized area (or Federal Aid Urban Boundary) is defined by the boundary of the Metropolitan Planning Organization (MPO).

In 1985 the City and the County began a two-year cycle for sharing of Small Urban Program funds. This allows the money to be used more effectively on larger projects. Annual adjustments of funds were made as required with input from the City, County and CDOT. Beginning in 1992, the City and County began to apply for these funds jointly, and coordinate their planned improvements in such a way as to maximize the efficiency of the funds expended.

FORMAT

Format for the TIP is specified by federal and state requirements. Projects are broken out by:

- 1. Funding Source - (STP, FTA, etc.)**
- 2. Priority - The projects are listed by priority in the first year of the program.**

Each project must identify the location, description, responsible agency, general purpose, whether the project has received or will receive federal/state funding beyond the program period, and the breakdown of funding by year and by source. This format is standardized by CDOT for all urbanized areas, and the general purpose is to relate how the project furthers the goals of the State of Colorado's 20-year Transportation Plan.

PROCESS

Projects in the TIP are originally proposed for inclusion by the implementing agencies. Projects are then considered by members of the Transportation Technical Advisory Committee (TTAC), which is composed of representatives from all public agencies involved in construction or operation of transportation systems in the Grand Junction Urbanized area.

After review of the program, the TIP is forwarded to the Transportation Policy Advisory Committee (TPAC), composed of local representatives from the Grand Junction City Council, the Mesa County Board of Commissioners, the Federal Highway Administration (FHWA), State Air Quality Control Commission and the local Transportation Commissioner. The TPAC may refer the program back to the TTAC or endorse the program and place it before the Mesa County Commissioners and the Grand Junction City Council for their approval. The Council and the County Commissioners will either approve the program or refer it back to the TPAC for consideration. A copy of the final document is sent to CDOT for review and approval.

Finally, the TIP is sent to the Governor for his approval and forwarded to the Federal Highway Administration and the Environmental Protection Agency for concurrence and/or comments. The FTA Region VIII office in Denver, Colorado also receives a copy of the approved document.

Amendments to the TIP are required when there are major changes in the cost of a project or when there are additions or deletions of projects within the TIP. These are approved in the same manner as the program. Flexibility is required to allow for construction cost changes or for the allocation of additional Federal or State funds.

**TRANSPORTATION IMPROVEMENT PROGRAM
FY 2003-2008**

ROADWAY IMPROVEMENTS

Location: Mesa County

Project Description: Fruita - East (Hwy 6)

Responsible Government: CDOT Region 3

Past Funding: N Future Funding: Y Long Range: Y TSM: N

Budget Year	2003	2004	2005	2003-2005	2006-2008
State	\$200,000.00	\$4,700,000.00	\$0.00	\$4,900,000.00	\$0.00
Local	0.00	0.00	0.00	0.00	0.00
TOTAL	\$200,000.00	\$4,700,000.00	\$0.00	\$4,900,000.00	\$0.00

Location: Mesa County

Project Description: Upgrade Existing I-70 Interchanges (Various Interchanges)

Responsible Government: CDOT Region 3

Past Funding: Y Future Funding: Y Long Range: Y TSM: N

Budget Year	2003	2004	2005	2003-2005	2006-2008
State	\$200,000.00	\$400,000.00	\$4,600,000.00	\$5,200,000.00	\$5,600,000.00
Local	0.00	0.00	0.00	0.00	0.00
TOTAL	\$200,000.00	\$400,000.00	\$4,600,000.00	\$5,200,000.00	\$5,600,000.00

Location: Mesa County

Project Description: Ridges Blvd to Redlands Parkway/Reconstruction - Added Capacity(Hwy 340)

Responsible Government: CDOT Region 3

Past Funding: Y Future Funding: Y Long Range: Y TSM: N

Budget Year	2003	2004	2005	2003-2005	2006-2008
State	\$0.00	\$0.00	\$300,000.00	\$300,000.00	\$6,300,000.00

Local

0.00

0.00

0.00

0.00

0.00

TOTAL

\$0.00

\$0.00

\$300,000.00

\$300,000.00

\$6,300,000.00

Location: Mesa County
Project Description: Ute & Pitkin (I-70B)
Responsible Government: CDOT Region 3
Past Funding: Y **Future Funding: Y** **Long Range: Y** **TSM: N**

Budget Year	2003	2004	2005	2003-2005	2006-2008
State	\$0.00	\$0.00	\$0.00	\$0.00	\$4,250,000.00
Local	0.00	0.00	0.00	0.00	0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$4,250,000.00

Location: Mesa County
Project Description: Redlands Parkway West/Reconstruct - Added Capacity (Hwy 340)
Responsible Government: CDOT Region 3
Past Funding: Y **Future Funding: Y** **Long Range: Y** **TSM: N**

Budget Year	2003	2004	2005	2003-2005	2006-2008
State	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,000.00
Local	0.00	0.00	0.00	0.00	0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,000.00

URBAN

Location: Mesa County
Project Description: 29 Road Improvements - Phase II
Responsible Government: Mesa County/Grand Junction
Past Funding: Y **Future Funding: Y** **Long Range: Y** **TSM: N**

Budget Year	2003	2004	2005	2003-2005	2006-2008
Federal	\$297,000.00	\$0.00	\$0.00	\$297,000.00	\$0.00
Local	72,000.00	0.00	0.00	72,000.00	0.00
TOTAL	\$369,000.00	\$0.00	\$0.00	\$369,000.00	\$0.00

Location: Mesa County

Project Description: 29 Road Improvements - Phase III

Responsible Government: Mesa County/Grand Junction

**Past Funding: Y Future Funding: Y Long Range: Y TSM:
N**

Budget Year	2003	2004	2005	2003-2005	2006-2008
Federal	\$73,000.00	\$0.00	\$0.00	\$73,000.00	\$0.00
Local	18,000.00	0.00	0.00	18,000.00	0.00
TOTAL	\$91,000.00	\$0.00	\$0.00	\$91,000.00	\$0.00

TRANSIT

Location: Mesa County

Project Description: Operating and Capital Assistance for Grand Valley Transit

Responsible Government: Mesa County

**Past Funding: Y Future Funding: Y Long Range: Y TSM:
N**

Budget Year	2003	2004	2005	2003-2005	2006-2008
Federal	\$1,135,000.00	\$1,169,000.00	\$1,205,000.00	\$3,509,000.00	\$3,845,000.00
Local	706,000.00	733,000.00	763,000.00	2,202,000.00	2,482,000.00
TOTAL	\$1,841,000.00	\$1,902,000.00	\$1,968,000.00	\$5,711,000.00	\$6,327,000.00

~End of FY 2003-2008 TIP~

FY 2003 THRU 2008 Transportation
Improvement Program (TIP)
Grand Junction/Mesa
County MPO

Reg #	STIP #	Priority	TIP #	SH #	Beg. M.P.	Length Miles	Project Description/Location
Safety							
SUBTOTAL - SAFETY							
Roadway Improvements							
3	GJ3374	H	GJ3374	6	19.2	6.3	Fruita - East (Hwy 6) CD
3	GJ5019	H	GJ5019	70	19	50	Upgrade Existing I-70 Interchanges (Various Interchanges) CD
3	GJ5026	H	GJ5026	340A	9.5	2.1	Ridges Blvd to Redlands Parkway (Hwy 340) CD
3	GJ5028	H	GJ5028	70B	4.9	1.6	Ute & Pitkin (I70B) CD

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** Indicates New Item

* Requires Roll Call Vote

3	GJ503 1	H	GJ503 1	340A	7.5	2	Redlands Parkway West (Hwy 340) CD
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SUBTOTAL - ROAD IMPROVEMENTS

3	GJ60		GJ60				Urban
3	GJ60		GJ60				Grand Junction - 29 Road Improvements - Phase II Includes 148 rollover from FY 2000 Note: Phase I is accomplished w/ local funds
3	GJ60		GJ60				Grand Junction - 29 Road Improvements Phase III

SUBTOTAL - URBAN

							Transit
--	--	--	--	--	--	--	---------

3	GJ61		GJ61				Mesa County - Operating Assistance for Transit @ 50/50
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3	GJ62a		GJ62a				Mesa County - Capital Acquisition @ 80/20 match Project administration costs in 2003-2008
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3	GJ62b		GJ62b				Mesa County - Preventive Maintenance
---	-------	--	-------	--	--	--	--------------------------------------

3							Capital Improvements to the Historic Intermodal Plaza
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3	GJ62c		GJ62c				Mesa County - Capital Cost of Contracting
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3						Mesa County - Rural Operating Assistance for Transit @ 50/50	
						Project Administration @ 70/30	

SUBTOTAL - TRANSIT



TOTAL - GRAND JUNCTION MPO



Setting a Hearing Zoning Larson Annexation

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

<i>CITY COUNCIL</i>			
Subject:	Larson Annexation (ANX-2002-054)		
Meeting Date:	May 1, 2002		
Date Prepared:	April 23, 2002		
Author:	Pat Cecil	Development Service Supervisor	
Presenter Name:	Pat Cecil	Development Services Supervisor	
	Workshop	X	Formal Agenda

Subject: First reading of the Zone of Annexation of the Larson Annexation, located at 2919 B ½ Road.

Summary: First Reading of the zoning ordinance to zone the Larson Annexation to the RSF-4 zone district. The site is located at 2919 B ½ Road. This rezone affects 7.8 acres and is comprised of three parcels.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: It is recommended that City Council conduct the first reading of the zone ordinance for the Larson Annexation and set a public hearing for May 15, 2002.

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

**CITY OF GRAND JUNCTION
CITY COUNCIL**

**MEETING DATE: MAY 1, 2002
STAFF PRESENTATION: PAT CECIL**

AGENDA TOPIC: Zone of Annexation, ANX-2002-054 (Larson)

SUMMARY: The petitioner is requesting approval of a Zone of Annexation on approximately 7.8 acres.

ACTION REQUESTED: Recommendation of approval of the rezoning to the City Council

BACKGROUND INFORMATION					
Location:		2919 B ½ Road			
Applicants:		Rochelle Larson and Daryl Mitchel Larson – Petitioners Development Concepts, Inc. – Representative			
Existing Land Use:		Existing residence			
Proposed Land Use:		Residential subdivision			
Surrounding Land Use:	North	Residential/Agricultural			
	South	Residential			
	East	Residential/Agricultural			
	West	Residential/Agricultural			
Existing Zoning:		RSF-R (AFT) County zoning			
Proposed Zoning:		RSF-4			
Surrounding Zoning:	North	AFT (County)			
	South	RSF-4 (County)			
	East	RSF-R (County)			
	West	RSF-4 (County)			
Growth Plan Designation:		Residential Medium 4-8 (Orchard Mesa Plan)			
Zoning within density range?		X	Yes		No

Rezoning: The petitioner is requesting the rezoning in conjunction with an annexation application and a preliminary plan. The preliminary plan is not ready for Planning

Commission approval, but to keep the annexation on schedule, the zone of annexation is being separated from the preliminary plan review.

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

The existing zoning was in error at the time of adoption;

There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, ect.;

The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;

The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;

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

6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and the community or neighborhood will benefit from the proposed zone.

The petitioner's responses are located on pages 2 through 6 of the General Project Report attached to this staff report.

Staff believes that the request for an RSF-4 zoning is consistent with the Growth Plan and is also consistent with adjacent County zoning.

PLANNING COMMISSION RECOMMENDED: That the City Council approve a zone of Annexation for the Larson Annexation, finding the proposed zoning to be consistent with the Growth Plan and Sections 2.14.F. and 2.6 of the Zoning and Development Code.

- Attachments:
- a. Ordinance
 - b. General Location Map
 - c. Annexation Map
 - d. General Project Report

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE No. _____

Zoning the Larson Annexation (ANX-2002-054) to the Residential Single Family – 4 dwelling units per acre (RSF-4) district

Located at 2919 B ½ Road

Recitals:

After public notice and public hearings as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of applying an RSF-4 zone district to the annexation.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RSF-4 zone district be established for the following reasons: This zone district meets the criteria of Section 2.14. F. of the Zoning and Development Code.

This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

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

The following property shall be zoned Residential Single Family – 4 dwelling units per acre (RSF-4) district:

Includes the following tax parcel 2943-293-00-130, 140 & 142

Parcel 1: A parcel of land situated in the NW1/4SW1/4 SEC 29, T1S; R1E, UM being desc as follows: BEG 929.82' E W1/4 corner SEC 29; E 178.62'; S00°00'12"E 222.23'; W 178.62'; N00°00'12"W 222.23' POB; EXC the N 40' for road ROW as conveyed by instrument recd Bk 1067 Pg 981.

Parcel 2: A parcel of land situated in the NW1/4 SW1/4 SEC 29, T1S, R1E UM being desc as follows: BEG at a pt 929.82' E of the W 1/4 corner of said SEC 29; S 669.7'; E 390.18'; N 669.7'; W 390.18' POB; EXC that parcel as conveyed in instrument recd April 2, 1987, in Bk 1987, Bk 1635 Pg 841; and EXC N 40' for road ROW as conveyed by instrument recd in Bk 1067 Pg 981.

Parcel 3: NW1/4 of the NE1/4 of the SW1/4 of SEC 29, T1S, R1E UM; EXC Beg at the NE corner of tract; S along the E line of said tract 250' to the North Bank of the Mutual Mesa Canal; NWSLY along the North Bank of said canal 300' to the N line above desc tract; E 196', more or less, POB; EXC that parcel as conveyed by instrument recd August 13, 1987, Bk 1657 Pg 192; and also EXC that parcel as conveyed by instrument recd September 28, 1990, in Bk 1806 Pg 726; Also EXC the N 40' for ROW as conveyed by instrument recd in Bk 1067 at Pg 891.

Introduced on the first reading this 1st day of May, 2002.

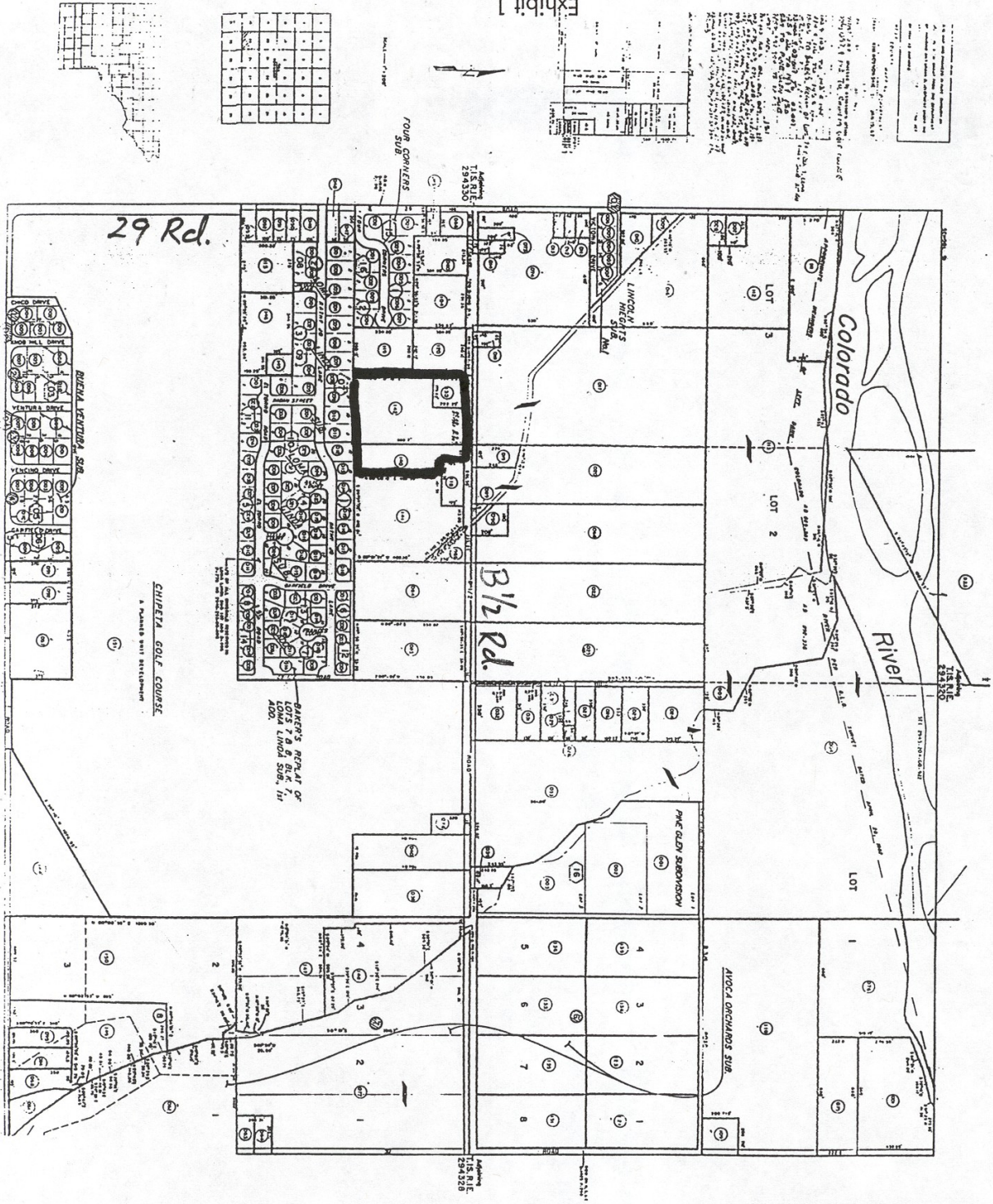
PASSED and ADOPTED on second reading this _____ day of May, 2002.

President of Council

ATTEST:

City Clerk

Assessor's Map
Exhibit 1



LARSON ANNEXATIONS No. 1-3

Ute Water
Lines

2"
18"

Sewer
Lines

B 1/2 RD

CORNERS DR

KATHY JO LN

KATHY JO LN

KATHY JO LN

VISTA HILLS DR

REY CT

VISTA

JACQUE RD

RADAN ST

ARCE CT

STELLA CT

GARFIELD DR

EL TORRO RD

--- CITY LIMITS
ANNEXATION
BOUNDARY



This map was developed by the City of Grand Junction using public records, for use by the city only. The City does not guarantee or promise that it is accurate, for various technical reasons. For information contact the City of Grand Junction Community Development Department, Technical Services Div. 970-256-4010

CHICO DR

NOB HILL DR

VENTURA RD

VENCINO DR

GARFIELD DR

B RD

**Preliminary Plat
Annexation & Zone of Annexation to RSF-4
General Project Report**

Parcel #s 2943-293-00-130,140 and 142
2919 B½ Road
Petitioner: Rochelle Larson

Submittal Date: February 27, 2002

Larson Subdivision

Application Description

Rochelle Larson proposes the Annexation, Zone of Annexation to RSF-4, and a Preliminary Plat for three (3) parcels which will comprise the Larson Subdivision located at 2919 B½ Road (Exhibit 1 - Assessor's Map). The Larson Subdivision proposes 28-lots on approximately 7.8-acres (Exhibit 2- Preliminary Plat). The subdivision is proposed to be developed in 1 filing.

Subdivision Access

The Larson Subdivision is to be provided primary access from B½ Road, through the development of a new public street, Cross Canyon Way. B½ Road will be improved to urban standards with curb, gutter, sidewalk, and an on-street bicycle path, as required by the 2001 *Urban Trails Master Plan*. Two additional public streets, Ute Canyon Court and Four Corners Drive, will also provide access to the proposed 28-lots. Four Corners Drive will be stubbed to the east and west property lines in order to provide future access to abutting property. Ute Canyon Court will be built as a cul-de-sac road, with a 20-foot pedestrian walkway proposed to connect Ute Canyon Court and Cross Canyon Court. All streets will be developed to meet the requirements of the City of Grand Junction.

Surrounding Land Use/Zoning

LAND USE - The following Land-uses surround the subject property:

- North - Large unplatted parcels of property
- South - Loma Linda Subdivision and the Chipeta Golf Course
- East - Unplatted property and the Chipeta Golf Course
- West - Unplatted property and the Four Corners Subdivision

Development Concepts - Where Concepts Become Real

ZONING - The subject property is currently zoned by Mesa County as Agricultural, Forestry Transitional (AFT). Abutting the subject property, properties are zoned by Mesa County as:

North - County AFT
South - County RSF-4
East - County RSF-R
West - County RSF-4

Growth Plan and Orchard Mesa Neighborhood Plan Designation

The Larson Subdivision is located in the urbanizing area of the *Mesa Countywide Land Use Plan*, also known as the *City of Grand Junction Urban Growth Plan (Growth Plan)*. The proposed subdivision also falls under the jurisdiction of the *Orchard Mesa Neighborhood Plan*. The *Growth Plan* designation for the subject property is Residential-Medium Density (4.0 - 7.9 du/a), and the *Orchard Mesa Neighborhood Plan's* recommended land use is Single Family (4 units per gross acre). The Larson Subdivision **MEETS**, and is consistent with various goals and policies of the *Growth Plan* and the *Orchard Mesa Neighborhood Plan*, which will be reviewed in the Preliminary Plat criteria section of the General Project Report.

The petitioner is required by the *Code* to develop the subject property to the minimum density of the *Growth Plan*, which is 4.0 dwelling units to the acre. The *Code* also allows a 20% reduction of the minimum density, which equates to 3.2 dwelling units to the acre. The proposed subdivision is to be built at a density of 3.59 dwelling units to the acre (28 du ÷ 7.8-acres = 3.59 du/a.).

Zone of Annexation Review Criteria

Land annexed into the City of Grand Junction are to be zoned in accordance with Section 2.6 of the *Code*, to a district that is consistent with the adopted *Growth Plan*, or consistent with existing County zoning. The Zone of Annexation proposed for the Larson Subdivision is Residential Single Family 4 (RSF-4), since this zone is consistent with the adopted *Growth Plan*, and the *Orchard Mesa Neighborhood Plan*. The Approval Criteria in Section 2.6 states that "... In order to maintain internal consistency between this *Code* and the Zoning Maps, map amendments must only occur if:"

The existing zoning was in error at the time of adoption;

This criterion is **NOT APPLICABLE**, since this is an application for a Zone of Annexation to RSF-4 from County AFT, which meets the *Growth Plan* and the *Orchard Mesa Neighborhood Plan* recommendations, and not a rezone from another City zone.

There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;

Although this is not a rezone from another City zoning district, this criterion is applicable. The proposed zone of annexation for the proposed subdivision **MEETS** the *Growth Plan* and the *Orchard Mesa Neighborhood Plan* recommendations, goals and policies. The *Growth Plan* and the *Orchard Mesa Neighborhood Plan* have continued to recognize the development potential of the subject property and transition from rural to urban development in this area of Orchard Mesa. The Loma Linda Subdivision, Four Corners Subdivision, and Chipeta Pines Subdivision are examples of the continued transition. The installation of public a new sanitary sewer line in B½ Road has allowed continued transition to urban development to continue. The proposed zone of annexation and preliminary plat for the Larson Subdivision **MEETS** this review criterion.

The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances;

The proposed RSF-4 subdivision is compatible with the surrounding area. Land use in the surrounding area includes:

North - Large unplatted parcels of property
South - Loma Linda Subdivisions and the Chipeta Golf Course
East - Unplatted property and the Chipeta Golf Course
West - Unplatted property and the Four Corners Subdivision

Submitted with this application for the Zone of Annexation and Preliminary Plat are several technical reports, which include a Preliminary Drainage Report, prepared by DGP Consulting Engineers, Inc.; a Surficial Geology Report, prepared by Criterium-Kupelian Engineers; and, a Geotechnical Report, prepared by Geotechnical Engineering Group, Inc.

The proposed subdivision will not create adverse impacts such as parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances. The proposed zone of annexation and preliminary plat for the Larson Subdivision **MEETS** this review criterion.

4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code, and other City regulations and guidelines;

The Larson Subdivision **MEETS** and is consistent with various goals and policies of the *Growth Plan*, which are as follows:

Goal 1 - To achieve a balance of open space, agricultural, residential and non-residential land use opportunities that reflects the residents' respect for the natural environment, the integrity of the community's neighborhoods, the economic needs of the residents and business owners, the rights of private property owners and the needs of the urbanizing community as a whole.

Policy 1.3 - The City and County will use Exhibit V.3: Future Land Use Map in conjunction with the other policies of this plan to guide zoning and development decisions.

The Larson Subdivision is consistent with Exhibit V3, Future Land Use Map, as well as the other Goals and Policies listed herein.

Goal 4 - To coordinate the timing, location and intensity of growth with the provision of adequate public facilities

Policy 4.4 - The city and county will ensure that water and sanitary sewer systems are designed and constructed with adequate capacity to serve the proposed development. *All utility providers have indicated that adequate capacity is available for water and other utilities.*

Goal 5 - Efficient Use of Investments in Streets, Utilities and other Public Facilities

Policy 5.2 - Encourage development that uses existing facilities and is compatible with surrounding development - *All urban services are available to the property and the proposed subdivision is compatible with the surrounding area as indicated by the Land Use Designation of the Growth Plan.*

Goal 9 - To recognize and preserve valued distinctions between different areas within the community.

Policy 9.2 - The city and county will encourage neighborhood designs which promote neighborhood stability and security. *Compatibility with the existing surrounding neighborhood was ensured with the density for the subdivision meeting the recommendations found in the Growth Plan. With the design of this subdivision, the compatibility of the neighborhood can continue.*

Goal 11 - Promote stable neighborhoods and land use compatibility throughout the neighborhood

Policy 11.1 - Promote compatibility between adjacent land uses, addressing traffic, noise, lighting, height/bulk. *See review of Goal 9.*

Goal 22 - To preserve agricultural land

The subdivision is taking place in the Urbanizing Area of Mesa County designated for urban development. No prime farm ground outside the urbanizing area is proposed to be taken out of production.

Overall, the preliminary plat **MEETS** the numerous goals, and the Future Land-Use Plan map of the *Growth Plan*.

The proposal **MEETS** and conforms with the requirements of the 2000 *Zoning and Development Code* and other City guidelines and policies, such as the TEDs Manual, SSIDs Manual, SWIMM Manual, Urban Trails Map, Master Thoroughfare Plan, Street Corridor Studies, etc. for approval of the Zone of Annexation and Preliminary Plat.

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

All urban services are available to the site, and have sufficient capacity for the urban density allowed by the proposed RSF-4 subdivision. The subject property is currently served by:

Xcel Energy – Natural Gas	Orchard Mesa Sanitation District – Sanitary Sewer
Grand Valley Rural Power – Electric	Ute Water Conservancy District – Potable Water
Qwest – Telephone	Grand Junction Fire Department – Fire Protection
Orchard Mesa Irrigation District – Irrigation	Grand Junction Police Department – Police Protection
AT&T Broadband – Cable Television	

The proposed zone of annexation and preliminary plat for the Larson Subdivision **MEETS** this review criterion.

There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and

In order to have an adequate supply of land for this density of subdivision in the Urbanizing Area, the *Growth Plan* and the *Orchard Mesa Neighborhood Plan* indicates the location of this subdivision as an appropriate land use. The proposed zoning meets the community needs by developing in accordance with the goals and policies of the *Growth Plan*, and the *Orchard Mesa Neighborhood Plan*.

Building lots of the ¼-acre or less increment for separate purchase are scarce in this area of Orchard Mesa. This subdivision is intended to make lots available to the general public. This subdivision is proposed to be developed in a relative short time period. This time frame is based on the “market demand,” so the possibility of overbuilding is lessened.

The proposed zone of annexation and preliminary plat for the Larson Subdivision **MEETS** this review criterion.

The community or neighborhood will benefit from the proposed zone.

By granting the proposed Zone of Annexation of RSF-4, there will be benefits derived by the community, and/or area by implementing the various goals and policies of the *Growth Plan*, as noted in the Section 3 of Section 2.6 review found in the General Project Report, and the *Orchard Mesa Neighborhood Plan*. The proposed

Zone of Annexation to RSF-4 provides community benefits, and **MEETS** this review criterion.

RSF-4 Zoning District Standards

In Section 3.3.E, of the 2000 *City of Grand Junction Zoning and Development Code* states that the Residential Single Family 4 (RSF-4) purpose is

“To provide for medium-low density, single family residential uses where adequate public facilities and services exist. Duplex dwellings may be allowed under special conditions. RSF-4 zoning implements the *Residential Medium Low Density* and *Residential Medium Density* future land use classifications of the *GROWTH PLAN*.”

The Zoning Dimensional Standards for the RSF-4 zone from the 2000 *Zoning and Development Code* are found in Table 1. The preliminary plat for the Larson Subdivision has been designed using the dimensional standards for the RSF-4 zone district.

Table 1
Zoning Dimensional Standards
RSF-4 Zone District

Minimum Lot Size	8,000 square feet
Minimum Lot Width	75 feet
Minimum Street Frontage	20 feet
Maximum Height of Structures	35 feet
Minimum Front Yard Setback (Principal/Accessory)	20 feet/25 feet
Side Yard Setback (Principal/Accessory)	5 feet/3 feet
Rear Yard Setback (Principal/Accessory)	25 feet/5 feet
Maximum Lot Coverage (%)	50
Floor Area Ratio (FAR)	0.40 for non-residential uses

Source: Table 3.2 of the 2000 City of Grand Junction *Zoning and Development Code*

Preliminary Plat Review Criteria

The following criteria from Section 2.8.B, Preliminary Plat Amendment, of the City of Grand Junction *Zoning and Development Code* (2000) is to be used to determine if the Preliminary Plat should be approved:

The Growth Plan, major street plan, Urban Trails Plan and other adopted plans;

See review of Criterion 4 of Section 2.6, Zone of Annexation, of this General Project Report for compliance determination. The preliminary plat **MEETS** this review criterion.

b. The purposes of this Section 2.8.B;

The Larson Subdivision Preliminary Plat was designed using the 17 outlined purposes found in Section 2.8.B, as reviewed under the Preliminary Plat criteria. By using these purposes in the design of the Larson Subdivision, the preliminary plat **MEETS** this review criterion.

The Subdivision standards (Section 6.7);

The Larson Subdivision Preliminary Plat was designed using the subdivision standards found in Section 6.7. These standards are outlined in the criteria found in Section 6.7.B, Intent. By using the subdivision standards in the design of the Larson Subdivision, the preliminary plat **MEETS** this review criterion.

The Zoning standards (Chapter Three)

In Section 3.3.D, of the 2000 *City of Grand Junction Zoning and Development Code* states that the Residential Single Family 4 (RSF-4) purpose is

“To provide for medium-low density, single family residential uses where adequate public facilities and services exist. Duplex dwellings may be allowed under special conditions. RSF-4 zoning implements the *Residential Medium Low Density* and *Residential Medium Density* future land use classifications of the *GROWTH PLAN*.”

The Zoning Dimensional Standards for the RSF-4 zone from the 2000 *Zoning and Development Code* are found in Table 4.

By using the RSF-4 zoning standards in the design of The Larson Subdivision, the preliminary plat **MEETS** this review criterion.

Other standards and requirements of this Code and other City policies and regulations;

The proposal **MEETS** and conforms with the requirements of the 2000 *Zoning and Development Code* and other City guidelines and policies, such as the TEDs Manual, SSIDs Manual, SWIMM Manual, Urban Trails Map, Master Thoroughfare Plan, Street Corridor Studies, etc. for approval of the Preliminary Plat.

Adequate public facilities and services will be available concurrent with the subdivision;

All urban services are available to the site, and have sufficient capacity for the urban density allowed by the proposed RSF-4 subdivision. The subject property is currently served by:

Xcel Energy – Natural Gas	Orchard Mesa Sanitation District – Sanitary Sewer
Grand Valley Rural Power – Electric	Ute Water Conservancy District – Potable Water
Qwest – Telephone	Grand Junction Fire Department – Fire Protection
Orchard Mesa Irrigation District – Irrigation	Grand Junction Police Department – Police Protection
AT&T Broadband – Cable Television	

The project will have little or no adverse or negative impacts upon the natural or social environment;

The project will have little or no adverse or negative impacts upon the natural or social environment. The property has slightly sloping topography, which make development of the property not require a large amount of cut and/or fill.

The compatibility the subject property to the adjacent properties was determined during the development of the *Growth Plan*. The 28-lot subdivision is compatible with the surrounding area and the natural environment.

Compatibility with existing and proposed development on adjacent properties;

The proposed RSF-4 subdivision is compatible with the surrounding area. Land use in the surrounding area includes:

- North - Large unplatted parcels of property
- South - Loma Linda Subdivisions and the Chipeta Golf Course
- East - Unplatted property and the Chipeta Golf Course
- West -Unplatted property and the Four Corners Subdivision

The subject property is currently zoned by Mesa County as Agricultural, Forestry Transitional (AFT). Abutting the subject property, properties are zoned by Mesa County as:

General Project Report

25

Larson Subdivision Annexation/Zone of Annexation to RSF-4/Preliminary Plat

Submittal Date: February 27, 2002

North - County AFT

South - County RSF-4

East - County RSF-R

West - County RSF-4

The *Growth Plan* designation for the subject property is Residential-Medium Density (4.0 - 7.9 du/a), and the *Orchard Mesa Neighborhood Plan's* recommended land use is Single Family (4 units per gross acre). The Larson Subdivision **MEETS**, and is consistent with various goals and policies of the *Growth Plan* and the *Orchard Mesa Neighborhood Plan*, which were reviewed in the Preliminary Plat criteria section of the General Project Report.

Adjacent agricultural property and land uses will not be harmed;

The subdivision is taking place in the Urbanizing Area of Mesa County designated for urban development. No prime farm ground outside the urbanizing area is proposed to be taken out of production.

Is not piecemeal development nor premature development of agricultural land or other unique areas;

See response to Criterion i.

There is adequate land to dedicate for provision of public services; and

The proposed subdivision is dedicating additional right-of-way along B½ Road. Other provisions for public services in utility and other multi-purpose easements are being provided. There is adequate land to dedicate for provision of public services in The Larson Subdivision.

This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities.

As noted in Criterion f, adequate public services are available to the proposed RSF-4 subdivision. By meeting the City of Grand Junction's planning and policy documents, this subdivision will not cause an undue burden on the City for maintenance or improvement of land and/or facilities.

Conclusion

This application is for Annexation, Zone of Annexation to RSF-4 from Mesa County AFT, and a 28-lot preliminary plat for the Larson Subdivision on an approximately 7.8-acre parcel. The application **MEETS** Section 2.6, Rezoning, Section 2.8, Preliminary Plat Criteria, and other applicable sections of the City of Grand Junction *Zoning and Development Code* (2000). This application also meets numerous goals and policies of the *City of Grand Junction Growth Plan*, including the 2001 *Urban Trails Plan* Map and Corridor Plans, and the *Orchard Mesa Neighborhood Plan*. We respectfully request your approval of this application for Annexation, Zone of Annexation, and a Preliminary Plat for the Larson Subdivision.

General Project Report

26

Larson Subdivision Annexation/Zone of Annexation to RSF-4/Preliminary Plat
Submittal Date: February 27, 2002

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

**** Indicates New Item*

** Requires Roll Call Vote*

Vacation of Easement Rimrock Marketplace

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Vacation of Easement, Rimrock Marketplace		
Meeting Date:	May 1, 2002		
Date Prepared:	April 24, 2002		
Author:	Pat Cecil	Development Services Supervisor	
Presenter Name:	Pat Cecil	Development Services Supervisor	
	Workshop	X	Formal Agenda

Subject: Vacation of an easement on the Rimrock Marketplace project. VE-2002-025

Summary: The petitioner is requesting the vacation of a 20-foot utility easement located on the Rimrock Marketplace project. A new utility easement will be created in a new location with the filing of the plat for the project.

Background Information: See attached

Budget: There is no budget impact.

Action Requested/Recommendation: The Planning Commission recommends that the City Council find the vacation to be consistent with the Growth Plan and Section 2.11 of the Zoning and Development Code and approve the easement vacation subject to the conditions listed above.

Citizen Presentation:	X	No	Yes	If Yes,
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This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** Indicates New Item

* Requires Roll Call Vote

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		Indiv. Consideration		Workshop	

**CITY OF GRAND JUNCTION
CITY COUNCIL**

**MEETING DATE: May 1, 2002
STAFF PRESENTATION: Pat Cecil**

**A.
CONSENT AGENDA**

AGENDA TOPIC: Rimrock Easement Vacation, VE-2002-025

SUMMARY: Request to vacate a 20' utility easement located in Lot 1, Rimrock Marketplace Subdivision.

ACTION REQUESTED: City Council approval of the easement vacation.

BACKGROUND INFORMATION		
Location:		2526 River Road
Applicants:		T.H.F. Belleville L.P. –John Rubenstein, representative
Existing Land Use:		Undeveloped
Proposed Land Use:		Shopping Center
Surrounding Land Use:	North	Heavy equipment business and Highway 6 & 50
	South	Currently agricultural land
	East	RV sales and Service
	West	Industrial uses, undeveloped land and the railroad
Existing Zoning:		C-1 & C-2
Proposed Zoning:		Same
Surrounding Zoning:	North	C-2
	South	C-1
	East	City C-2 with some I-1 and County Industrial zoning, all east of the railroad

	West	C-1 & C-2	
Growth Plan Designation:	Commercial		
Zoning within density range? N/A		Yes	No

Staff Analysis: The petitioner is requesting approval to vacate a 20-foot wide utility easement that is used for an existing sewer main. If the vacation of the easement is approved, a new sewer main would have to be constructed within a new easement, and the old sewer main either removed or backfilled with concrete. The existing sewer main crosses through one of the proposed building pads for the Rimrock Marketplace subdivision.

Vacation of Easement Criteria:

The vacation of the road right-of-way must be reviewed for conformance with the criteria established by Section 2.11 of the Zoning and Development Code, as follows:

1. The Growth Plan, major street plan and other adopted plans and policies of the City;

The proposed easement vacation will not conflict with the Growth Plan, major street plan or other adopted plans and policies of the City.

2. No parcel shall be landlocked as a result of the vacation;

No parcel will be landlocked as a result of the vacation.

3. Access to any parcel shall not be restricted to the point where access is

unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation:

The proposed vacation will not affect access to any adjacent parcels.

4. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services);

A new utility easement containing a new sewer line will have to be constructed to provide services to other properties before the easement can be vacated and

sewer main either removed or backfilled. There should be no interruption of service to adjacent properties.

5. The provisions of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of this Code; and

There will be no interruption of service to adjacent properties.

6. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, ect.

The new utility easement location will be more accessible for maintenance crews, and the new sewer main should require less maintenance than the existing main line, which is old.

Conditions:

- 1) **The Applicant shall pay all recording/documentary fees and costs for the Resolution.**
- 2) **The resolution and easement vacation is not effective unless on or before December 1, 2002, a replacement sewer line and related facilities needed to serve the property and other properties, as determined by the City Utility Director, are accepted following construction.**
- 3) **The existing sewer line located within the easement being vacated hereby is taken out of service and appropriately removed or filled with concrete, as determined by the City Engineer.**

Findings and Conclusions:

- The proposed vacation is consistent with the Growth Plan.
- The proposed vacation is consistent with Section 2.11 of the Zoning and Development Code.

Planning Commission Recommendation: That the City Council find the vacation to be consistent with the Growth Plan and Section 2.11 of the Zoning and Development Code and approve the easement vacation subject to the conditions listed above.

Attachments: a. Resolution with plat (Exhibit "A")
b. General location map
c. Project narrative

CITY OF GRAND JUNCTION

Resolution No.

Vacating a 20- foot wide Utility Easement
(VE-2002-025) in the Rimrock Marketplace Subdivision Development.

Recitals.

As a part of the development of the proposed Rimrock Marketplace Subdivision, new utilities are to be built. An existing twenty foot (20') wide utility easement located on the property at 2526 River Road will not be needed once the new utilities required by the Rimrock Marketplace Subdivision are installed and accepted.

The Planning Commission, having heard and considered the request and found the criteria of the Code to have been met, recommends that the vacation be approved.

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

1. The following described easement is vacated, subject to three conditions: (a) the Applicant shall pay all recording/documentary fees and costs for this Resolution; (b) this resolution and easement vacation is not effective unless on or before December 1, 2002, a replacement sewer line and related facilities needed to serve the property and other properties, as determined by the City Utility Director, are accepted following construction; and (c) the existing sewer line located within the easement being vacated hereby is taken out of service and appropriately removed or filled with concrete, as determined by the City Engineer.
2. The easement description is as shown on the attached Exhibit "A," to wit:

A portion of Lot 1, Rimrock Marketplace Subdivision, as recorded in Plat Book 16, Pages 2 and 3, Mesa County records, the centerline of which is particularly described as follows:

Commencing at the North Quarter corner of Section 15, Township 1 South, Range 1 West of the Ute Meridian from whence the North 1/16th Corner of said Section 15 bears South 00 degrees 06 minutes 33 seconds East, a distance of 1325.14 feet for a basis of bearing, with all bearings contained herein relative thereto;
thence South 00 degrees 06 minutes 33 seconds East, a distance of 30.00 feet;

thence North 89 degrees 46 minutes 08 seconds West, a distance of 33.00 feet to a point on the East line of said Lot 1, Rimrock Marketplace Subdivision, and the POINT OF BEGINNING;
thence North 89 degrees 46 minutes 08 seconds West, a distance of 1494.09 feet to a point on the Southwest line of said Lot 1, Rimrock Marketplace Subdivision, being the POINT OF TERMINUS; whence the said North Quarter corner of Section 15 bears North 89 degrees 06 minutes 20 seconds East, a distance of 1527.21 feet, with all sidelines being lengthened or shortened, as necessary.

For reference, also see instruments recorded at Book 1519, Page 454 and Book 1519, Page 494.

PASSED and ADOPTED this 1st day of May, 2002.

ATTEST:

City Clerk

President of City Council



GENERAL PROJECT REPORT

20' Utility Easement Vacation Located in Lot 1 Rimrock Marketplace Subdivision

January 15, 2002

Prepared for:

T. H. F. Belleville L.P.
2127 Innerbelt Business Ctr. Dr.
St. Louis, Mo 63114
(314) 429-0999

Prepared by:

LANDesign
ENGINEERS • SURVEYORS • PLANNERS

244 N. 7th Street
Grand Junction, CO 81501
(970) 245-4099

PROJECT NARRATIVE

20' UTILITY EASEMENT VACATION

1. The subject 20' Utility easement is located in Lot 1, Rimrock Marketplace Subdivision, between Highway 6&50 and River Road, midway across the lot and runs in an East – West direction.
2. The existing easement is for a sanitary sewer that is active and will be re-aligned to accommodate the development of the Rimrock Marketplace Subdivision.
3. There are upstream users on the line at this time. Before the existing line is abandoned the new sewer line will be in place and accepted by the City. This will be coordinated with the development of the Rimrock Marketplace Subdivision.
4. The new sanitary sewer will be located in a new easement that is created by the plat of Rimrock Marketplace 2 Subdivision.

Setting a Hearing – Beagley Annexation No. 1, No. 2 & No. 3

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

CITY COUNCIL			
Subject:	Beagley Annexation		
Meeting Date:	May 1, 2002		
Date Prepared:	December 16, 2011		
Author:	Ronnie Edwards	Associate Planner	
Presenter Name:	Ronnie Edwards	Associate Planner	
	Workshop	X	Formal Agenda

Subject: Annexation of the Beagley Annexation, a serial annexation comprising of Beagley Annexation No. 1, Beagley Annexation No. 2 and Beagley Annexation No. 3, #ANX-2002-084.

Summary: Resolution for Referral of Petition to Annex/First reading of the annexation ordinance/Exercising land use jurisdiction immediately for the Beagley Annexation located at 3049 Walnut Avenue and including a portion of the F Road, Grand Valley Drive and Walnut Avenue rights-of-way, (#ANX-2002-084). The 5.92-acre Beagley property consists of one parcel of land.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: It is recommended that City Council approve the resolution for the referral of petition to annex, first reading of the annexation ordinance and exercise land use immediately for the Beagley Annexation and set a hearing for June 5, 2002.

Citizen Presentation:	X	No	Yes	If Yes,
Name:				
Purpose:				
Report results back to Council:	X	No	Yes	When:

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** Indicates New Item

* Requires Roll Call Vote

Placement on Agenda:	X	Consent	Individual Consideration	Workshop
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BACKGROUND INFORMATION				
Location:		3049 Walnut Avenue		
Applicants:		Lawrence & Jolene Beagley		
Existing Land Use:		Single Family Residence		
Proposed Land Use:		Single Family Residence		
Surrounding Land Use:	North	Single Family Residential		
	South	Single Family Residential		
	East	Single Family Residential		
	West	Single Family Residential		
Existing Zoning:		County RSF-4		
Proposed Zoning:		City RSF-4		
Surrounding Zoning:	North	County RSF-4		
	South	County RSF-4		
	East	County RSF-4		
	West	County RSF-4		
Growth Plan Designation:		Residential Medium-Low (2-4 du/ac)		
Zoning within density range?		X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of annexing 5.92 acres of land. Owners of the property have signed a petition for annexation as part of their request for a simple subdivision to create one new lot for proposed residential use, pursuant to the 1998 Persigo agreement with Mesa County.

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 Beagley 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.

BEAGLEY ANNEXATION SUMMARY	
File Number:	ANX-2002-084
Location:	3049 Walnut Avenue
Tax ID Number:	2943-092-00-009
Parcels:	1
Estimated Population:	5
# of Parcels (owner occupied):	1
# of Dwelling Units:	1
Acres land annexed:	5.92 acres for annexation area
Developable Acres Remaining:	2.539 acres
Right-of-way in Annexation:	242' of 100' ROW of F Road, 1869' of 50' ROW of Grand Valley Drive, and 506' of 50' ROW of Walnut Avenue; See Map
Previous County Zoning:	RSF-4
Proposed City Zoning:	RSF-4
Current Land Use:	Single Family Residence
Future Land Use:	Single Family Residence
Values:	Assessed: = \$ 11,470
	Actual: = \$ 124,540
Census Tract:	11

Address Ranges:		3045 to 3049 Walnut Avenue
Special Districts:	Water:	Clifton Water District
	Sewer:	Central Grand Valley Sanitation
	Fire:	Grand Junction Fire District
	Drainage:	Palisade Irrigation District
	School:	District 51

The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
May 1, 2002	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
May 14, 2002	Planning Commission considers Zone of Annexation
May 15, 2002	First Reading on Zoning by City Council
June 5, 2002	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
July 7, 2002	Effective date of Annexation and Zoning

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

Attachments:

Resolution of Referral of Petition/Exercising Land Use Immediately
Annexation Ordinance
Annexation Maps

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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 1st day of May, 2002, 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**

BEAGLEY ANNEXATION

**LOCATED AT 3049 WALNUT AVENUE AND
INCLUDING A PORTION OF F ROAD, GRAND VALLEY DRIVE AND WALNUT
AVENUE RIGHT-OF-WAY**

WHEREAS, on the 1st day of May, 2002, 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:

PERIMETER BOUNDARY LEGAL DESCRIPTION OF BEAGLEY ANNEXATION

A Serial annexation comprising Beagley Annexation No. 1, Beagley Annexation No. 2 and Beagley Annexation No. 3

BEAGLEY ANNEXATION NO. 1

A certain parcel of land lying in the Northwest Quarter (NW ¼) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of said Section 9, and considering the North line of the NE ¼ NW ¼ of said Section 9 to bear S 89°55'23" E with all bearings contained herein being relative thereto; thence S 89°55'23"E along the North line of the NE ¼ NW ¼ of said Section 9, a distance of 576.92 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N 00°04'37" E a distance of 50.00 feet to a point on the existing North right of way for Patterson Road (F Road); thence S 89°55'23" E along said North right of way, a distance of 10.00 feet; thence S 00°04'37" W a distance of 50.00 feet to a point on the North line of the NE ¼ NW ¼ of said Section 9; thence S 89°55'23" E along said North line, a distance of 189.00 feet; thence S 00°04'37" W a distance of 30.00 feet; thence N 89°55'23" W along a line 30.00 feet South of and parallel to the

North line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 9, a distance of 189.00 feet; thence S $00^{\circ}04'37''$ W a distance of 20.00 feet to a point on the existing South right of way for Patterson Road (F Road); thence N $89^{\circ}55'23''$ W along said South right of way, a distance of 10.00 feet; thence N $00^{\circ}04'37''$ E a distance of 50.00 feet, more or less, to the Point of Beginning.

CONTAINING 6670.0 Square Feet or 0.153 Acres, more or less, as described.

BEAGLEY ANNEXATION NO. 2

A certain parcel of land lying in the Northwest Quarter (NW $\frac{1}{4}$) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 9, and considering the North line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 9 to bear S $89^{\circ}55'23''$ E with all bearings contained herein being relative thereto; thence S $89^{\circ}55'23''$ E along the North line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 9, a distance of 586.92 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N $00^{\circ}04'37''$ E a distance of 50.00 feet to a point on the existing North right of way for Patterson Road (F Road); thence S $89^{\circ}55'23''$ E along said North right of way, a distance of 241.43 feet; thence S $00^{\circ}06'22''$ E along a line 10.00 feet West of and parallel with the East right of way for Grand Valley Drive, as same is shown on the Plat of Bakers 1st Addition to Grand Valley Subdivision, recorded in Plat Book 9, Page 14, Public Records of Mesa County, Colorado, a distance of 976.20 feet; thence S $89^{\circ}53'38''$ W a distance of 30.00 feet; thence N $00^{\circ}06'22''$ W along a line 10.00 feet East of and parallel with the West right of way for said Grand Valley Drive, a distance of 876.29 feet to a point on the existing South right of way for Patterson Road (F Road); thence N $89^{\circ}55'23''$ W along said South right of way, a distance of 211.75 feet; thence N $00^{\circ}04'37''$ E a distance of 20.00 feet; thence S $89^{\circ}55'23''$ E along a line 20.00 feet North of and parallel with the South right of way for Patterson Road (F Road), a distance of 189.00 feet; thence N $00^{\circ}04'37''$ E a distance of 30.00 feet to a point on the North line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 9; thence N $89^{\circ}55'23''$ W, along said North line, a distance of 189.00 feet, more or less, to the Point of Beginning.

CONTAINING 44,777.0 Square Feet or 1.028 Acres, more or less, as described.

BEAGLEY ANNEXATION NO. 3

A certain parcel of land lying in the Northwest Quarter (NW $\frac{1}{4}$) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of said Section 9, and considering the North line of the NE ¼ NW ¼ of said Section 9 to bear S 89°55'23" E with all bearings contained herein being relative thereto; thence S 89°55'23" E along the North line of the NE ¼ NW ¼ of said Section 9, a distance of 828.51 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N 00°06'22" W a distance of 50.00 feet to a point on the existing North right of way for Patterson Road (F Road); thence S 89°55'23" E along said North right of way, a distance of 10.00 feet; thence S 00°06'22" E along the East right of way for Grand Valley Drive and its Northerly extension, as same is shown on the Plat of Bakers 1st Addition to Grand Valley Subdivision, recorded in Plat Book 9, Page 14, Public Records of Mesa County, Colorado, a distance of 1344.31 feet, more or less, to a point being the Southwest corner of Lot 1, Block Six of said Bakers 1st Addition to Grand Valley Subdivision; thence S 00°42'42" W a distance of 50.00 feet to a point being the Northwest corner of Lot 5, Block 4, Second Addition to Grand Valley Subdivision, as same is recorded in Plat Book 9, Page 30, Public Records of Mesa County, Colorado; thence S 02°12'43" W along the East right of way line for Grand Valley Drive, as shown on said Second Addition to Grand Valley Subdivision, a distance of 573.94 feet, more or less, to a point being the Southwest corner of Lot 1, Block Four of said Second Addition to Grand Valley Subdivision; thence N 89°54'20" E along the North right of way for Walnut Avenue, also being the Southerly limits of said Second Addition to Grand Valley Subdivision, a distance of 505.93 feet, more or less, to a point on the East line of the NW ¼ of said Section 9; thence S 00°06'22" E, along said East line and the Westerly limits of the Whitewood Subdivision, as same is recorded in Plat Book 13, Pages 236 and 237, Public Records of Mesa County, Colorado, a distance of 385.00 feet; thence N 89°56'22" W along a line 335.00 feet North of and parallel with the South line of the NW ¼ of said Section 9, a distance of 330.30 feet, more or less, to a point on the Southerly extension of the East line of the Grand Valley Subdivision, as same is recorded in Plat Book 9, Page 18, Public Records of Mesa County, Colorado; thence N 00°04'19" W along the East line of said Grand Valley Subdivision and its Southerly extension, a distance of 334.10 feet, more or less, to a point on the South right of way for Walnut Avenue; thence S 89°54'20" W along said South right of way, a distance of 227.89 feet to a point on the Southerly extension of the West right of way for Grand Valley Drive, as shown on said Second Addition to Grand Valley Subdivision; thence N 02°12'43" E, along said West right of way, a distance of 624.11 feet, more or less, to a point being the Northeast corner of Lot 5, Block Three of said Second Addition to Grand Valley Subdivision; thence N 00°42'42" E a distance of 50.00 to a point being the Southeast corner of Lot 1, Block Five of said Bakers 1st Addition to Grand Valley Subdivision; thence N 00°06'22" W along the East right of way for Grand Valley Drive, a distance of 1244.33 feet, more or less, to a point on the existing South right of way for Patterson Road (F Road); thence S 89°56'23" E along said South right of way, a distance of 10.00 feet; thence S 00°06'22" E along a line 10.00 feet East of and parallel with the West right of way for Grand Valley Drive, a distance of 876.29 feet; thence N 89°53'38" E a distance of 30.00 feet; thence N 00°06'22" W along a line 10.00 feet

West of and parallel with the West right of way for Grand Valley Drive, a distance of 926.20 feet, more or less, to the Point of Beginning.

CONTAINING 206,437.0 Square Feet or 4.739 Acres, more or less, as described

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

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

1. That a hearing will be held on the 5th day of June, 2002, 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 1st day of May, 2002.

Attest:

City Clerk

President of the Council

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>
May 3, 2002
May 10, 2002
May 17, 2002
May 24, 2002

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

BEAGLEY ANNEXATION NO. 1

APPROXIMATELY 0.153 ACRE

A PORTION OF F ROAD RIGHT-OF-WAY

WHEREAS, on the 1st day of May, 2002, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of June, 2002; 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:

BEAGLEY ANNEXATION NO. 1

A certain parcel of land lying in the Northwest Quarter (NW ¼) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of said Section 9, and considering the North line of the NE ¼ NW ¼ of said Section 9 to bear S 89°55'23" E with all bearings contained herein being relative thereto; thence S 89°55'23"E along the North line of the NE ¼ NW ¼ of said Section 9, a distance of 576.92 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N 00°04'37" E a distance of 50.00 feet to a point on the existing North right of way for Patterson Road (F Road); thence S 89°55'23" E along said North right of way, a distance of 10.00 feet; thence S 00°04'37" W a distance of 50.00 feet to a point on the North line of the NE ¼ NW ¼ of said Section 9; thence S 89°55'23" E

along said North line, a distance of 189.00 feet; thence S 00°04'37" W a distance of 30.00 feet; thence N 89°55'23" W along a line 30.00 feet South of and parallel to the North line of the NE ¼ NW ¼ of said Section 9, a distance of 189.00 feet; thence S 00°04'37" W a distance of 20.00 feet to a point on the existing South right of way for Patterson Road (F Road); thence N 89°55'23" W along said South right of way, a distance of 10.00 feet; thence N 00°04'37" E a distance of 50.00 feet, more or less, to the Point of Beginning.

CONTAINING 6670.0 Square Feet or 0.153 Acres, more or less, as described.

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

INTRODUCED on first reading on the 1st day May, 2002.

ADOPTED and ordered published this _____ day of _____, 2002.

Attest:

City Clerk

President of the Council

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

BEAGLEY ANNEXATION NO. 2

APPROXIMATELY 1.028 ACRES

A PORTION OF F ROAD AND GRAND VALLEY DRIVE RIGHT-OF-WAY

WHEREAS, on the 1st day of May, 2002, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of June, 2002; 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:

BEAGLEY ANNEXATION NO. 2

A certain parcel of land lying in the Northwest Quarter (NW ¼) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of said Section 9, and considering the North line of the NE ¼ NW ¼ of said Section 9 to bear S 89°55'23" E with all bearings contained herein being relative thereto; thence S 89°55'23"E along the North line of the NE ¼ NW ¼ of said Section 9, a distance of 586.92 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N 00°04'37" E a distance of 50.00 feet to a point on the existing North right of way for Patterson Road (F Road); thence S 89°55'23" E along said North right of way, a distance of 241.43 feet; thence S 00°06'22" E along a line 10.00 feet West of and parallel with the East right of way for Grand Valley Drive, as same is shown on the

Plat of Bakers 1st Addition to Grand Valley Subdivision, recorded in Plat Book 9, Page 14, Public Records of Mesa County, Colorado, a distance of 976.20 feet; thence S 89°53'38" W a distance of 30.00 feet; thence N 00°06'22" W along a line 10.00 feet East of and parallel with the West right of way for said Grand Valley Drive, a distance of 876.29 feet to a point on the existing South right of way for Patterson Road (F Road); thence N 89°55'23" W along said South right of way, a distance of 211.75 feet; thence N 00°04'37" E a distance of 20.00 feet; thence S 89°55'23" E along a line 20.00 feet North of and parallel with the South right of way for Patterson Road (F Road), a distance of 189.00 feet; thence N 00°04'37" E a distance of 30.00 feet to a point on the North line of the NE ¼ NW ¼ of said Section 9; thence N 89°55'23" W, along said North line, a distance of 189.00 feet, more or less, to the Point of Beginning.

CONTAINING 44,777.0 Square Feet or 1.028 Acres, more or less, as described.

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

INTRODUCED on first reading on the 1st day May, 2002.

ADOPTED and ordered published this _____ day of _____, 2002.

Attest:

City Clerk

President of the Council

CITY OF GRAND JUNCTION, COLORADO
ORDINANCE NO.

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

**BEAGLEY ANNEXATION NO. 3
APPROXIMATELY 4.739 ACRES
LOCATED AT 3049 WALNUT AVENUE AND INCLUDING A PORTION OF GRAND
VALLEY DRIVE AND WALNUT AVENUE RIGHT-OF-WAY**

WHEREAS, on the 1st day of May, 2002, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of June, 2002; 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:

BEAGLEY ANNEXATION NO. 3

A certain parcel of land lying in the Northwest Quarter (NW ¼) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of said Section 9, and considering the North line of the NE ¼ NW ¼ of said Section 9 to bear S 89°55'23" E with all bearings contained herein being relative thereto; thence S 89°55'23"E along the North line of the NE ¼ NW ¼ of said Section 9, a distance of 828.51 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N 00°06'22" W a distance of 50.00 feet to a point on the existing North right of way for Patterson Road (F Road); thence S 89°55'23" E along said North right of way, a distance of 10.00 feet; thence S 00°06'22" E along the East right of way for Grand Valley Drive and its Northerly extension, as same is shown on the Plat of Bakers 1st Addition to Grand Valley Subdivision, recorded in Plat Book 9, Page 14, Public Records of Mesa County, Colorado, a distance of 1344.31 feet, more or less, to a point

being the Southwest corner of Lot 1, Block Six of said Bakers 1st Addition to Grand Valley Subdivision; thence S 00°42'42" W a distance of 50.00 feet to a point being the Northwest corner of Lot 5, Block 4, Second Addition to Grand Valley Subdivision, as same is recorded in Plat Book 9, Page 30, Public Records of Mesa County, Colorado; thence S 02°12'43" W along the East right of way line for Grand Valley Drive, as shown on said Second Addition to Grand Valley Subdivision, a distance of 573.94 feet, more or less, to a point being the Southwest corner of Lot 1, Block Four of said Second Addition to Grand Valley Subdivision; thence N 89°54'20" E along the North right of way for Walnut Avenue, also being the Southerly limits of said Second Addition to Grand Valley Subdivision, a distance of 505.93 feet, more or less, to a point on the East line of the NW 1/4 of said Section 9; thence S 00°06'22" E, along said East line and the Westerly limits of the Whitewood Subdivision, as same is recorded in Plat Book 13, Pages 236 and 237, Public Records of Mesa County, Colorado, a distance of 385.00 feet; thence N 89°56'22" W along a line 335.00 feet North of and parallel with the South line of the NW 1/4 of said Section 9, a distance of 330.30 feet, more or less, to a point on the Southerly extension of the East line of the Grand Valley Subdivision, as same is recorded in Plat Book 9, Page 18, Public Records of Mesa County, Colorado; thence N 00°04'19" W along the East line of said Grand Valley Subdivision and its Southerly extension, a distance of 334.10 feet, more or less, to a point on the South right of way for Walnut Avenue; thence S 89°54'20" W along said South right of way, a distance of 227.89 feet to a point on the Southerly extension of the West right of way for Grand Valley Drive, as shown on said Second Addition to Grand Valley Subdivision; thence N 02°12'43" E, along said West right of way, a distance of 624.11 feet, more or less, to a point being the Northeast corner of Lot 5, Block Three of said Second Addition to Grand Valley Subdivision; thence N 00°42'42" E a distance of 50.00 to a point being the Southeast corner of Lot 1, Block Five of said Bakers 1st Addition to Grand Valley Subdivision; thence N 00°06'22" W along the East right of way for Grand Valley Drive, a distance of 1244.33 feet, more or less, to a point on the existing South right of way for Patterson Road (F Road); thence S 89°56'23" E along said South right of way, a distance of 10.00 feet; thence S 00°06'22" E along a line 10.00 feet East of and parallel with the West right of way for Grand Valley Drive, a distance of 876.29 feet; thence N 89°53'38" E a distance of 30.00 feet; thence N 00°06'22" W along a line 10.00 feet West of and parallel with the West right of way for Grand Valley Drive, a distance of 926.20 feet, more or less, to the Point of Beginning.

CONTAINING 206,437.0 Square Feet or 4.739 Acres, more or less, as described

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

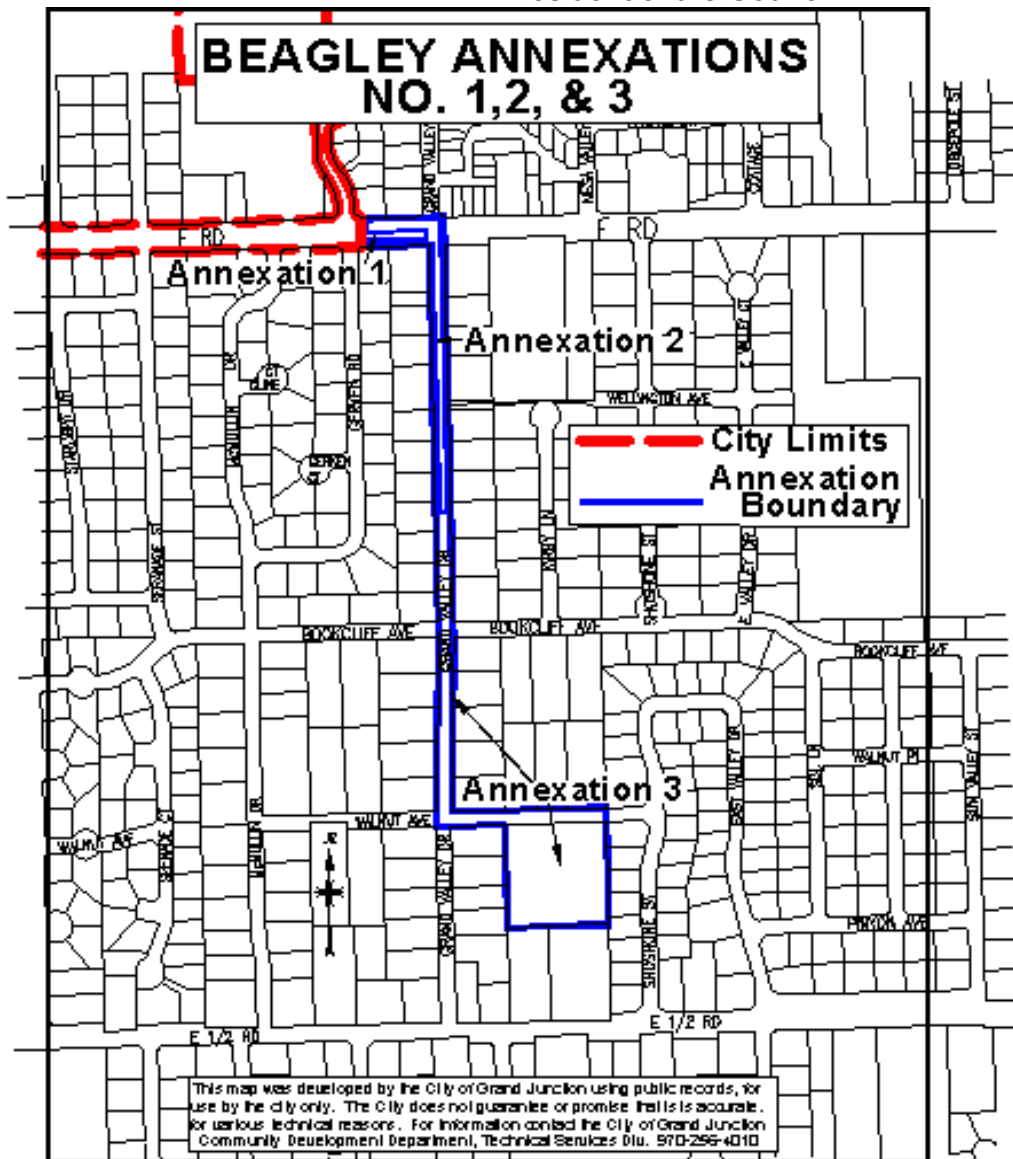
INTRODUCED on first reading on the 1st day May, 2002.

ADOPTED and ordered published this _____ day of _____, 2002.

Attest:

City Clerk

President of the Council



Setting a Hearing – Zoning Zambrano Annexation

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Zambrano Annexation		
Meeting Date:	April 3, 2002		
Date Prepared:	March 27, 2002		
Author:	Bill Nebeker	Senior Planner	
Presenter Name:	Bill Nebeker	Senior Planner	
	Workshop	X	Formal Agenda

Subject: Zambrano Annexation located at 657 20 ½ Road, #ANX-2002-053.

Summary: Resolution for Referral of Petition to Annex/First reading of the annexation ordinance/Exercising land use jurisdiction immediately for the Zambrano Annexation located at the 657 20 ½ Road (#ANX-2002-053). The 11.282-acre Zambrano Annexation consists of one parcel of land.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: Adoption of resolution for the referral of petition to annex, first reading of the annexation ordinance and exercise land use immediately for the Zambrano Annexation and set a hearing for May 15, 2002.

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

Report results back to Council:	X	No	Yes	When:

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** Indicates New Item

* Requires Roll Call Vote

Placement on Agenda:	X	Consent	Indiv. Consideration	Workshop
---------------------------------	----------	----------------	---------------------------------	-----------------

BACKGROUND INFORMATION			
Location:		657 20 ½ Road	
Applicants:		John & Janice Zambrano	
Existing Land Use:		Single family home & vacant	
Proposed Land Use:		Single family residential (22 lots)	
Surrounding Land Use:	North	Single family residential	
	South	Single family residential	
	East	Single family residential & vacant	
	West	Single family residential	
Existing Zoning:		County RSF-4	
Proposed Zoning:		RSF-4	
Surrounding Zoning:	North	City PD (Independence Ranch)	
	South	County RSF-4	
	East	County RSF-4	
	West	County PD (Independence Valley)	
Growth Plan Designation:		Residential Medium Low (2 to 4 du/acre)	
Zoning within density range?		X	Yes
			No

Staff Analysis:

ANNEXATION:

This annexation area consists of annexing 11.282 acres of land. A portion of 20 ½ Road adjacent to this parcel is also being annexed. Owners of the property have signed a petition for annexation as part of their request to develop the Zambrano Subdivision, pursuant to the 1998 Persigo agreement with Mesa County.

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 Zambrano 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;

The following annexation and zoning schedule is being proposed.

ANNEXATION SCHEDULE	
April 3, 2002	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
April 23, 2002	Planning Commission considers Zone of Annexation
May 1, 2002	First Reading on Zoning by City Council
May 15, 2002	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
June 16, 2002	Effective date of Annexation and Zoning

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

Attachments:

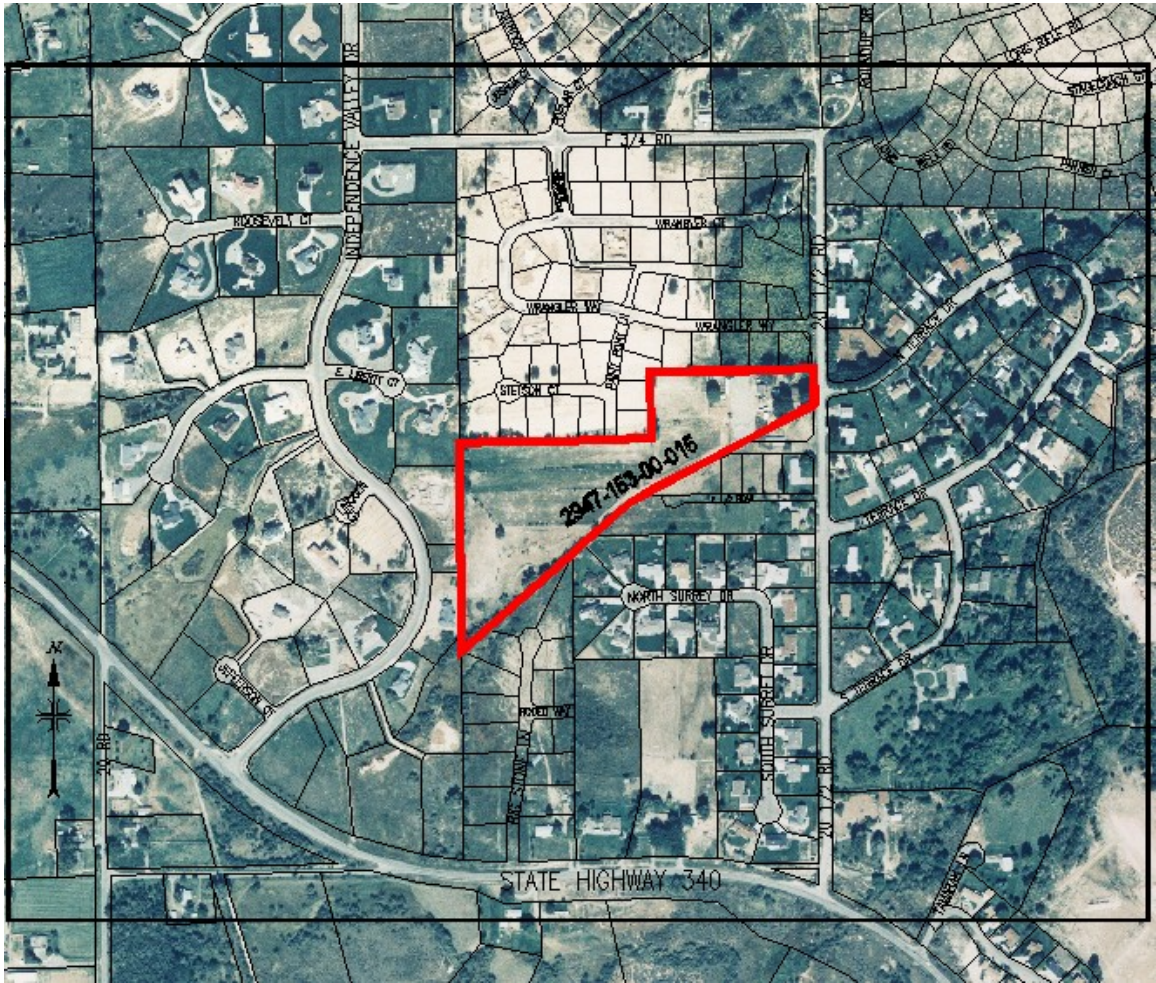
- Aerial Photo
- Vicinity Map
- Annexation Map
- Resolution of Referral of Petition/Exercising Land Use Immediately
- Annexation Ordinance

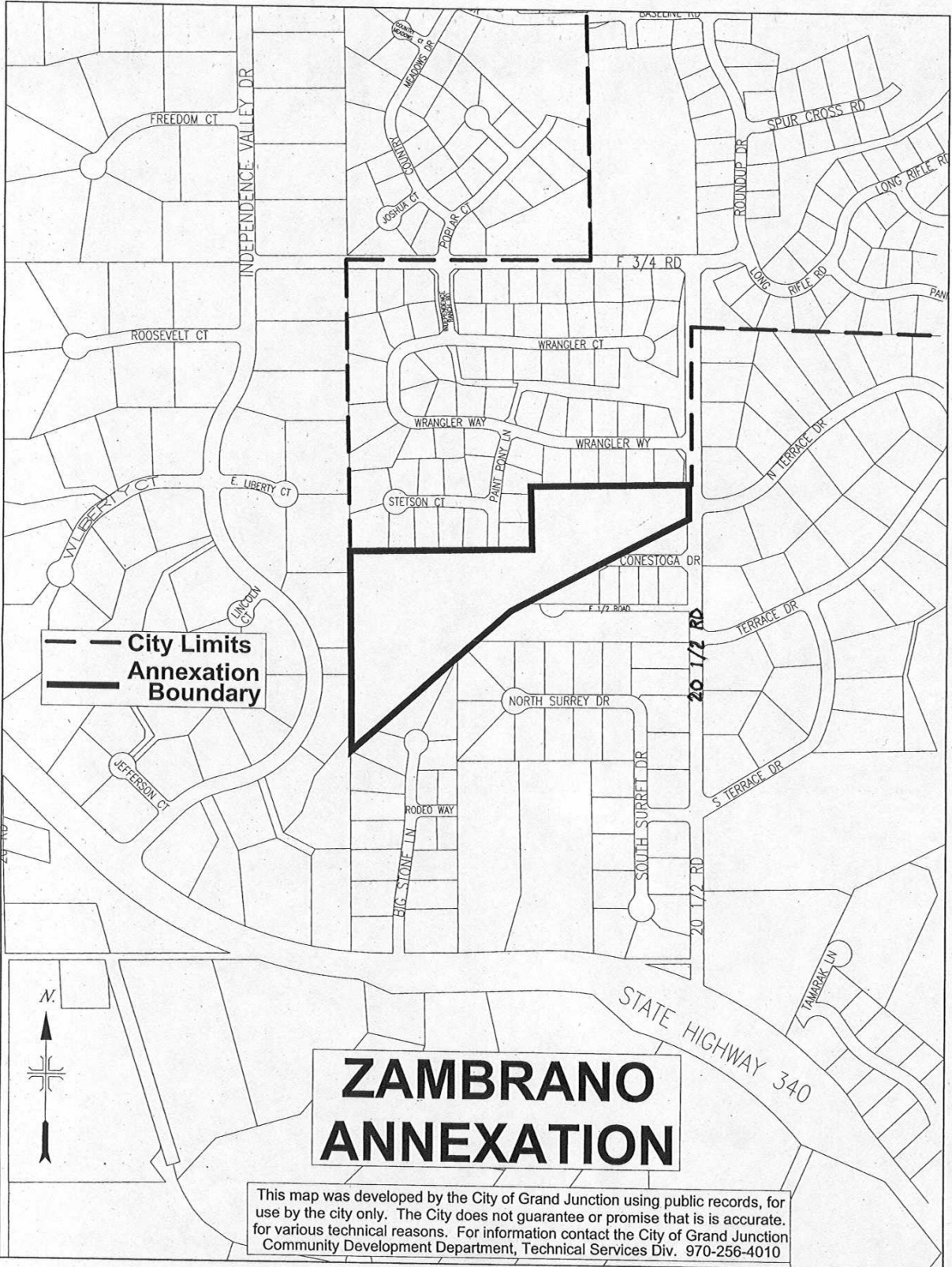
ZAMBRANO ANNEXATION SUMMARY

File Number:	ANX-2002-053	
Location:	657 20 ½ Road	
Tax ID Number:	2947-153-00-015	
Parcels:	1	
Estimated Population:	2	
# of Parcels (owner occupied):	1	
# of Dwelling Units:	1	
Acres land annexed:	11.282 acres for annexation area	
Developable Acres Remaining:	11.194 acres	
Right-of-way in Annexation:	3827 square feet (0.087 acres)	
Previous County Zoning:	RSF-4	
Proposed City Zoning:	(RSF-4) Residential Single Family 4 dwellings per acre	
Current Land Use:	Single family home and Vacant	
Future Land Use:	SF residential (22 lots)	
Values:	Assessed:	= \$ 224,010
	Actual:	= \$ 20,500
Census Tract:	1402	
Address Ranges:	657 20 ½ Road	
Special Districts:	Water:	Ute Water
	Sewer:	City of Grand Junction
	Fire:	Grand Junction Rural Fire
	Drainage:	none
	School:	District 51
	Pest:	Redlands Mosquito

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

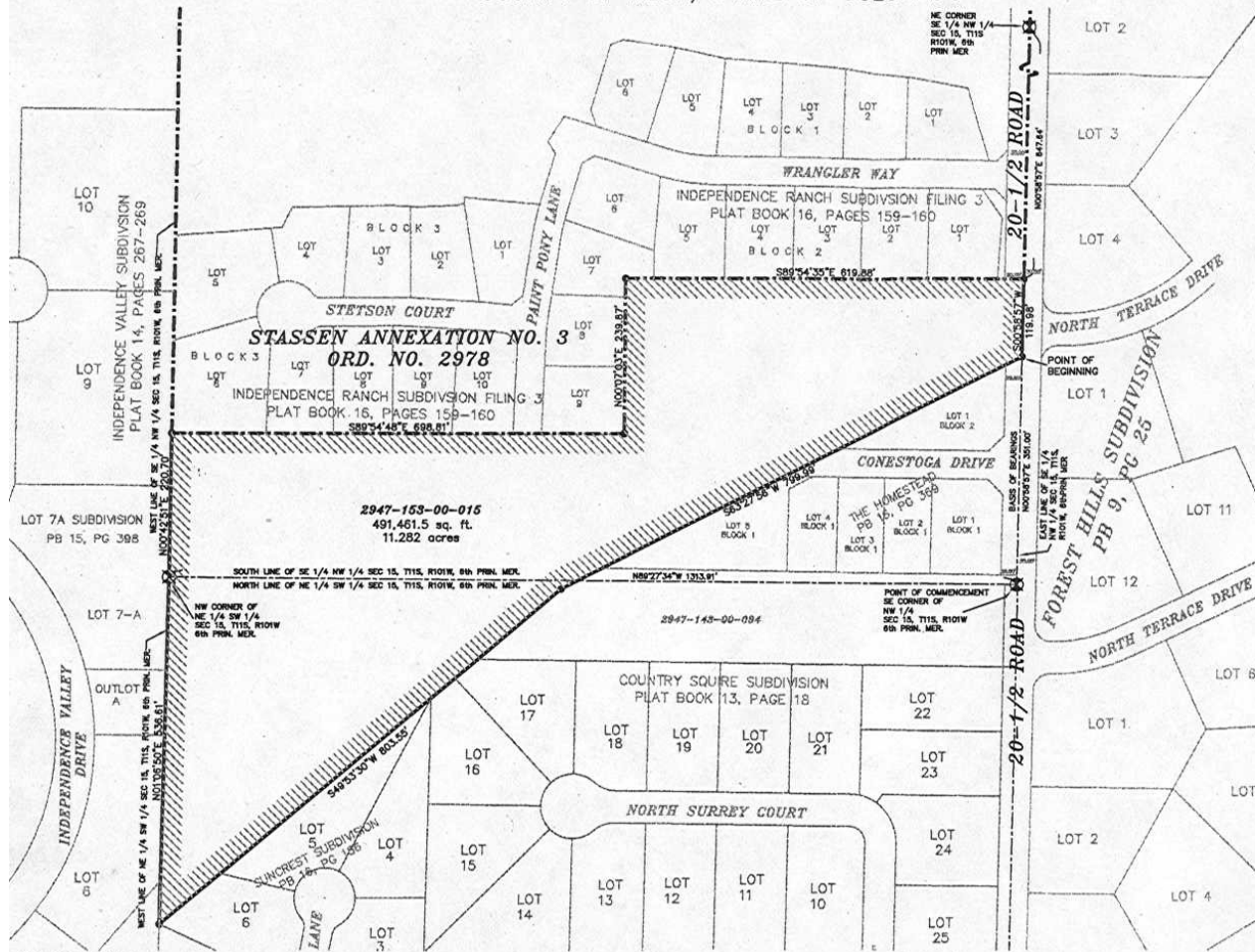
NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 3rd day of April 2002, the following Resolution was adopted:





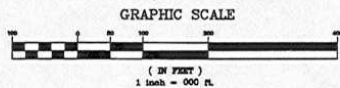
ZAMBRANO ANNEXATION

SITUATE IN THE WEST-HALF OF SECTION 15, T11S, R101W, 6th PRIN. MER.
 COUNTY OF MESA, STATE OF COLORADO



AREA OF ANNEXATION

1/4 PERMETER	4039.39 FT
1/2 PERMETER	1506.56 FT
SQUARE FEET	491,461.5
ACRES	11.282



LEGEND

OWN BOUNDARY	—————
CITY LIMITS	- - - - -

ORDINANCE NO.
 ???

EFFECTIVE DATE
 ???

DRAWN BY E.T.K.	DATE 3-13-2002	SCALE
DESIGNED BY	DATE	1" = 100'
CHECKED BY T.W.	DATE	
APPROVED BY	DATE	

DEPARTMENT OF PUBLIC WORKS AND UTILITIES
 ENGINEERING AND TECHNICAL SERVICES DIVISIONS
 CITY OF GRAND JUNCTION, COLORADO

commence any legal action
 within three years after you
 get any city action based upon
 and more than ten years from
 when.

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**

ZAMBRANO ANNEXATION

LOCATED AT 657 20 ½ ROAD

WHEREAS, on the 3rd day of April, 2002, 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:

A certain parcel of land lying in the West Half (W ½) of Section 15, Township 11 South, Range 101 West of the 6th Principal Meridian, Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter (NW ¼) of said Section 15, and considering the East line of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of said Section 15 to bear N 00°58'57" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°58'57" E along the East line of the SE ¼ NW ¼ of said Section 15 a distance of 351.00 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, leaving said East line, S 63°27'56" W a distance of 799.99 feet; thence S 49°53'30" W a distance of 803.55 feet, more or less, to a point on the West line of the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of said Section 15; thence N 01°06'50" E, along the West line of the NE ¼ SW ¼ of said Section 15, a distance of 536.61 feet to a point being the Northwest corner of the NE ¼ SW ¼ of said Section 15; thence N 00°42'51" E along the West line of the SE ¼ NW ¼ of said Section 15 a distance of 220.70 feet; thence leaving said West line, S 89°54'48" E a distance of 698.81 feet; thence N 00°07'03" E a distance of 239.87 feet; thence S 89°54'35" E a distance of 619.88 to a point on the East line of the SE ¼ NW ¼ of said Section 15; thence S 00°58'57" W, along the East line of the SE ¼ NW ¼ of said Section 15, a distance of 119.98 feet, more or less, 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 15th day of May, 2002, 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 3rd day of April, 2002.

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>
April 5, 2002
April 12, 2002
April 19, 2002
April 26, 2002

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

ZAMBRANO ANNEXATION

APPROXIMATELY 11.282 ACRES

LOCATED AT 657 20 ½ ROAD

WHEREAS, on the 3rd day of April, 2002, 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 17th day of April, 2002; 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:

A certain parcel of land lying in the West Half (W ½) of Section 15, Township 11 South, Range 101 West of the 6th Principal Meridian, Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter (NW ¼) of said Section 15, and considering the East line of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of said Section 15 to bear N 00°58'57" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°58'57" E along the East line of the SE ¼ NW ¼ of said Section 15 a distance of 351.00 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, leaving said East line, S 63°27'56" W a distance of 799.99 feet; thence S 49°53'30" W

a distance of 803.55 feet, more or less, to a point on the West line of the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of said Section 15; thence N 01°06'50" E, along the West line of the NE ¼ SW ¼ of said Section 15, a distance of 536.61 feet to a point being the Northwest corner of the NE ¼ SW ¼ of said Section 15; thence N 00°42'51" E along the West line of the SE ¼ NW ¼ of said Section 15 a distance of 220.70 feet; thence leaving said West line, S 89°54'48" E a distance of 698.81 feet; thence N 00°07'03" E a distance of 239.87 feet; thence S 89°54'35" E a distance of 619.88 to a point on the East line of the SE ¼ NW ¼ of said Section 15; thence S 00°58'57" W, along the East line of the SE ¼ NW ¼ of said Section 15, a distance of 119.98 feet, more or less, to the Point of Beginning.

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

INTRODUCED on first reading on the 3rd day April, 2002.

ADOPTED and ordered published this ____ day of _____, 2002.

Attest:

President of the Council

City Clerk

Setting a Hearing - ISRE Annexation

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL		
Subject	ANX-2002-049 ISRE Annexation Zoning	
Meeting Date	May 1, 2002	
Date Prepared	April 24, 2002	
Author	Kristen Ashbeck	Senior Planner
Presenter Name	Kristen Ashbeck	Senior Planner
X	Consent Agenda	Formal Agenda

Subject. Consideration of the zone of annexation to Residential Single Family with a maximum of four units per acre (RSF-4) for the ISRE Annexation.

Summary. This annexation area consists of annexing 14.149-acre parcel of land located at 2990 D-1/2 Road. The property owner has requested annexation into the City as the result of proposing a Growth Plan Amendment for the property to be considered by City Council at a later date. Under the Persigo Agreement all such types of development require annexation and processing in the City.

State law requires the City to zone newly annexed areas within 90 days of the annexation. The proposed zoning conforms to the Growth Plan's Future Land Use Map and recommendation for Residential Medium Low, with residential land uses between 2 and 4 units per acre for this area.

Budget. N/A

Action Requested/Recommendation. It is recommended that City Council approve the proposed zoning ordinance and set a hearing for May 15, 2002.

Planning Commission Action (4/23/02 – 5-0): Planning Commission found that the annexation and rezone are consistent with the growth Plan and the criteria of Section 2.6 of the Zoning and Development Code have been met and recommended approval of the zone of annexation of the ISRE Annexation to RSF-4.

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** *Indicates New Item*

* *Requires Roll Call Vote*

BACKGROUND INFORMATION					
Location		2990 D-1/2 Road			
Applicant		ISRE, LLC			
Existing Land Use		Large Lot Single Family Residential			
Proposed Land Use		Single or Multifamily Residential			
Surrounding Land Use	North	Commercial/Industrial and Large Lot Single Family Residential			
	South	Single Family Residential			
	East	Large Lot Single Family Residential			
	West	Single Family Residential			
Existing Zoning (Mesa County)		RSF-R and I (Industrial)			
Proposed Zoning		RSF-4			
Surrounding Zoning (Mesa Co)	North	RSF-R and I			
	South	RSF-R and PUD			
	East	RSF-R			
	West	RSF-R and I			
Growth Plan Designation		Residential Medium Low – 2 to 4 units per acre			
Zoning within density range?		X	Yes		No

STAFF ANALYSIS

Under the 1998 Persigo Agreement with Mesa County, the City is allowed to zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City's Growth Plan's Future Land Use Map. This proposed zoning of RSF-4 conforms to the City's Growth Plan's Future Land Use Map.

RSF-4 ZONE DISTRICT

- This property is currently zoned Residential Single Family Rural (RSF-R) and Industrial (I) in Mesa County which does not conform to the Future Land Use Map.
- The proposed RSF-4 zone district does conform to the recommended densities found on the Growth Plans Future Land Use Map. Currently the Map designates the site as Residential Medium Low, 2 to 4 units per acre.
- Zoning this annexation with the RSF-4 zone district meets the criteria found in Sections 2.14.F and 2.6 of the Grand Junction Zoning and Development Code.

Zoning and Development Code Criteria.

Section 2.14.F: “Land annexed to the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with existing County zoning.”

Section 2.6: Approval Criteria. In order to maintain internal consistency between this code and the Zoning Maps, map amendments must only occur if:

1. The existing zoning was in error at the time of adoption;
2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.
3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances;
4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code, and other City regulations and guidelines;
5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;
6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and
7. The community or neighborhood will benefit from the proposed zone.

The following annexation and zoning schedule is being proposed.

ANNEXATION SCHEDULE	
April 3 rd	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
April 23 rd	Planning Commission considers Zone of Annexation
May 1 st	First Reading on Zoning by City Council
May 15 th	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
June 16 th	Effective date of Annexation and Zoning

Attachments:

1. ISRE Annexation Summary
2. Proposed Zoning Ordinance
3. Annexation Map
4. Future Land Use Map

ISRE ANNEXATION SUMMARY		
File Number		ANX-2002-049
Location		2990 D-1/2 Road
Tax ID Number		2943-171-00-144
Parcels		1
Estimated Population		2
# of Parcels (owner occupied)		0
# of Dwelling Units		1
Acres land annexed		14.149
Developable Acres Remaining		12.92
Right-of-way in Annexation		893.28 feet of 60-foot right-of-way for D-1/2 Road
Previous County Zoning		RSF-R and I
Proposed City Zoning		Residential Single Family with a maximum density of 4 units per acre (RSF-4)
Current Land Use		Large Lot Single Family Residential
Future Land Use		Single or Multifamily Residential
Values	Assessed	\$ 10,580
	Actual	\$115,560
Census Tract		8
Address Ranges		2982-2998 D-1/2 Road, even only 451-461 30 Road, odd only
Special Districts	Water	Ute Water
	Sewer	Central Grand Valley
	Fire	Grand Junction Rural
	Drainage	Grand Junction Drainage District
	School	Mesa County Valley District 51
	Pest	N/A

**CITY OF GRAND JUNCTION, COLORADO
ORDINANCE No. ____**

**Zoning the ISRE Annexation to Residential Single Family
with a Maximum Density of 4 units per acre (RSF-4)
Located at 2990 D-1/2 Road**

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of applying an RSF-4 zone district to this annexation.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RSF-4 zone district be established for the following reasons:

- This zone district meets the criteria of Section 2.14.F of the Zoning and Development Code by conforming to the adopted Growth Plan Future Land Use Map.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND
JUNCTION THAT THE FOLLOWING PROPERTY SHALL BE ZONED THE
RESIDENTIAL SINGLE FAMILY 4 UNITS PER ACRE (RSF-4) ZONE DISTRICT:**

A certain parcel of land lying in the East half (E ½) of Section 17, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the East Quarter (E ¼) corner of said Section 17 and considering the South line of the South half of the Southeast Quarter of the Northeast Quarter (S ½ SE ¼ NE ¼) of said Section 17 to bear N 89°59'59" W with all bearings contained herein being relative thereto; thence N 89°59'59" W along the South line of the S ½ SE ¼ NE ¼ of said Section 17 a distance of 30.00 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, S 00°00'33" W along a line 30.00 feet West of and parallel with the East line of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of said Section 17, a distance of 30.00 feet to a point on the South right of way for D ½ Road; thence N 89°59'59" W, along the South right of way for D ½ Road, said line being 30.00 feet South of and parallel with the South line of the S ½ SE ¼ NE ¼ of said Section 17, a distance of 893.22 feet; thence N 00°05'59" W along the East line of the West 6.0 acres of the S ½ SE ¼ NE ¼, and its Southerly extension, a distance of 689.66 feet, more or less, to a point on the South line of Banner Industrial Park, as same is recorded in Plat Book 11, Page 362, Public Records of Mesa County, Colorado; thence S 89°59'39" E along said Southerly line and the Easterly extension thereof, a distance of 894.24 feet, more or less, to a point on the West right of way for 30 Road; thence S 00°00'59" E, along said West right of way for 30 Road and its Southerly extension thereof, said line being 30.00 feet West of and parallel with the

East line of the S ½ SE ¼ NE ¼ of said Section 17, a distance of 659.57 feet, more or less, to the Point of Beginning.

Containing 616,336.1 Square Feet or 14.149 Acres, more or less, as described.

Introduced on first reading this 1st day of May 2002.

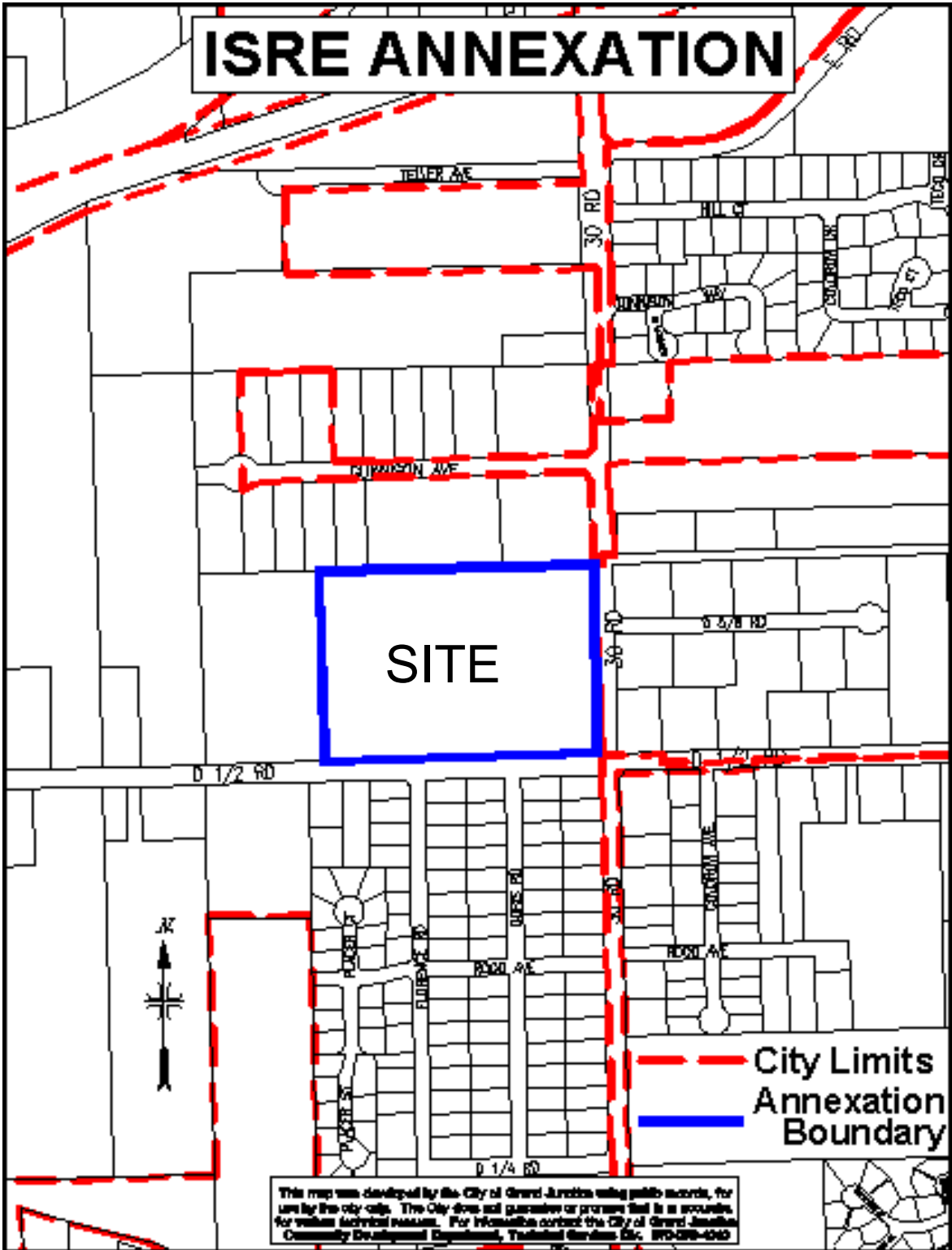
PASSED and ADOPTED on second reading this 15th day of May, 2002.

Mayor

ATTEST:

City Clerk

ISRE ANNEXATION



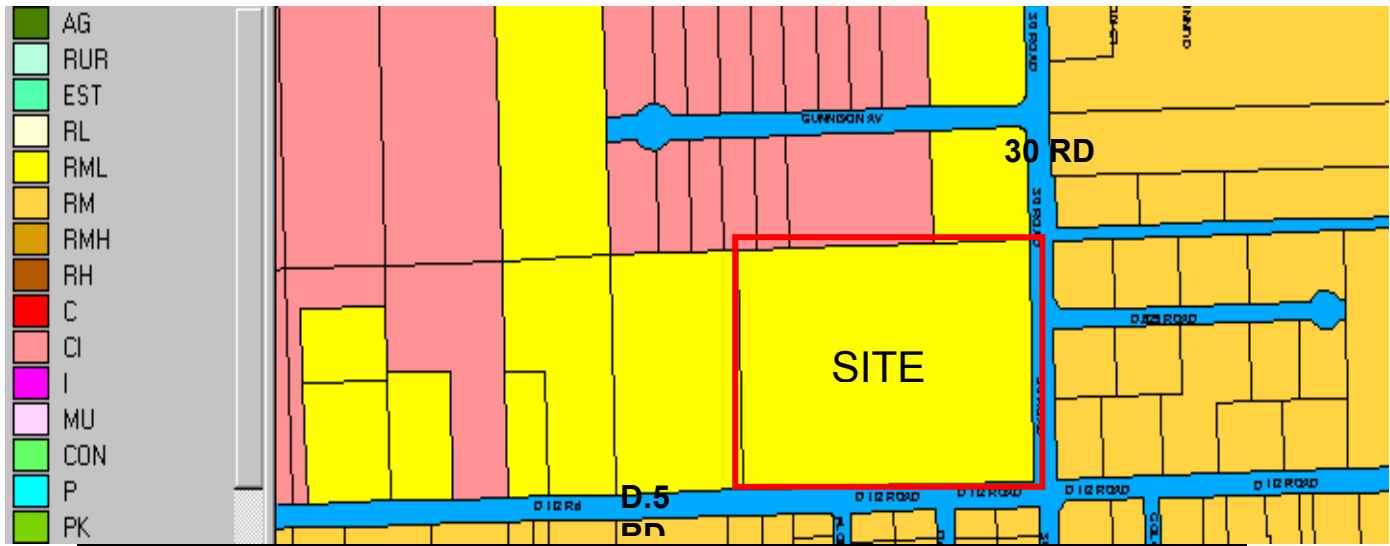
SITE

City Limits
Annexation
Boundary

This map was developed by the City of Grand Junction using public records, for use by the city only. The City does not guarantee or promise that it is accurate for various technical reasons. For information contact the City of Grand Junction Community Development Department, Technical Services Div. 970-248-4040

Setting a Hearing – Amending Parking Ordinance

FUTURE LAND USE MAP



CITY COUNCIL		
Subject:	Parking in Planting Strip	
Meeting Date:	May 1, 2002	
Date Prepared:	April 25, 2002	
Author:	Stephanie Rubinstein	Staff City Attorney
Presenter Name:	Stephanie Rubinstein	Staff City Attorney
Workshop	xx	Formal Agenda

Subject: Parking in the Planting Strip

Summary: By this Ordinance the City Council prohibits parking in the “planting strip” which is defined as that area between the back of curb of any street and the edge of the sidewalk closest to the street or if there is no curb then from edge of asphalt of any street and the edge of the sidewalk.

Background Information: In certain areas of the City detached sidewalks have been constructed. Over time and in some particular locations especially in downtown the area between the street (back of curb) and the sidewalk that was intended for

landscaping has been used for the parking of motor vehicles, recreational vehicles and boats. Many of these areas are not now landscaped, surfaced or otherwise maintained.

The practice of parking on the “planting strip” creates hazards for pedestrians and makes the adjacent properties less attractive. Existing law including the Model Traffic Code does not clearly address the problem. Furthermore, Section 40-58 of the Code of Ordinances relating to the maintenance of “street parking” requires landscaping to be maintained in this area and further confuses whether parking is or is not allowed in the “planting strip” area.

Budget: None

Action Requested/Recommendation: Approval of Ordinance on First Reading and Setting a Hearing for May 15, 2002.

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

ORDINANCE NO. _____
**AN ORDINANCE AMENDING CHAPTERS 36 AND 40 OF THE CITY OF GRAND
JUNCTION, COLORADO CODE OF ORDINANCES
RELATED TO PARKING**

RECITALS:

In certain areas of the City detached sidewalks have been constructed. When walkways are constructed away from the street a pleasing appearance with benefits for pedestrians is created. Over time and in some particular locations especially in downtown the area between the street (back of curb) and the sidewalk that was intended for landscaping has been used for the parking of motor vehicles, recreational vehicles and boats. Many of these areas are not now landscaped, surfaced or otherwise maintained. The practice of parking on the "planting strip" creates hazards for pedestrians and makes the adjacent properties less attractive. Many of the planting strips are located in the public right of way; for those that are not in the right of way the City has found that the hazards that are created by and attendant to parking so close to the street and the sidewalk warrant regulation in the best interest of the general health, safety and welfare of the City.

Existing law including the Model Traffic Code does not clearly address the problem. Furthermore, Section 40-58 of the Code of Ordinances relating to the maintenance of "street parking" requires landscaping to be maintained in this area and further confuses whether parking is or is not allowed in the "planting strip" area. By this Ordinance the City Council prohibits parking in the "planting strip" which is defined as that area between the back of curb of any street and the edge of the sidewalk closet to the street or if there is no curb then from edge of asphalt of any street and the edge of the sidewalk

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

Chapters 36 and 40 of the Code of Ordinances of the City of Grand Junction be amended as follows:

That Section 36-1 (3) shall be amended to read:

(3) Application. This section shall apply to every street, alley, sidewalk, driveway, park, PLANTING STRIP and every other public way or public parking area, either within or outside of the corporate limits of this municipality, the use of which this municipality has jurisdiction to regulate.

The remainder of the section shall remain the same.

That Article 11, Section 102 is hereby amended by the creation of subsection 92 to read as follows:

“PLANTING STRIP” shall refer to that area between the back of any curb of any street and the edge of the sidewalk closet to the street or if there is no curb then from edge of asphalt of any street and the edge of the sidewalk

That Section 36-17 shall be amended to include subsection (a) (12):

“(12) either in whole or in part on a planting strip.”

That Section 40-58 shall be entitled as follows and subsection (a) amended as follows:

Section 40-58. Maintenance of PLANTING STRIP

(a) “PLANTING STRIP” shall refer to that area between the back of any curb of any street and the edge of the sidewalk closet to the street or if there is no curb then from edge of asphalt of any street and the edge of the sidewalk

All references to “street parking” shall be changed to read, “planting strip.”

Introduced this _____ day of _____, 2002.

Passed and adopted this _____ day of _____, 2002.

President of the Council

ATTEST:

City Clerk

Public Hearing – Rezone Valley Meadows North

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Valley Meadows North Rezone, RZP-2002-019		
Meeting Date:	May 1, 2002		
Date Prepared:	April 24, 2002		
Author:	Lisa Gerstenberger	Senior Planner	
Presenter Name:	As above	As above	
	Workshop	X	Formal Agenda

Subject: Second reading of the Rezoning Ordinance for the Valley Meadows North property located at the north end of Kapota Street.

Summary: Second reading of the Rezoning Ordinance to rezone the Valley Meadows North property located at the north end of Kapota Street from Residential Single Family Rural (RSF-R) to Residential Single Family-4 (RSF-4).

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: Approval of second reading of the Rezoning Ordinance.

Citizen Presentation:		No	X	Yes	If Yes,
Name:	Brian Hart, LANDesign				
Purpose:	Project presentation				

Report results back to Council:	X	No		Yes	When:	
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Placement on Agenda:		Consent	X	Indiv. Consideration		Workshop
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This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** Indicates New Item

* Requires Roll Call Vote

AGENDA TOPIC: RZP-2002-019, Valley Meadows North Subdivision.

SUMMARY: Request to rezone from Residential Single Family Rural (RSF-R)* to Residential Single Family-4 (RSF-4)** for approximately 7.65 acres located at the north end of Kapota Street.

BACKGROUND INFORMATION			
Location:		North end of Kapota Street	
Applicants:		Patricia Moran, Owner Brian Hart, Representative	
Existing Land Use:		Vacant	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Residential	
	South	Residential	
	East	Residential	
	West	Residential	
Existing Zoning:		RSF-R	
Proposed Zoning:		RSF-4	
Surrounding Zoning:	North	RSF-2	
	South	PD 2.93	
	East	RSF-R	
	West	RSF-4	
Growth Plan Designation:		Residential Medium-Low, 2-4 du/ac	
Zoning within density range?		X	Yes
			No

*RSF-R: Residential Single Family Rural (1 dwelling unit per 5 acres)

**RSF-4: Residential Single Family-4 (2-4 units per acre)

ACTION REQUESTED: Consideration of request to rezone approximately 7.65 acres from Residential Single Family Rural (RSF-R) to Residential Single Family-4 (RSF-4).

Project Background/Summary

The proposed Valley Meadows North subdivision is located north of F1/2 Road and east of 25 ½ Road. The applicant has requested a rezone from RSF-R to RSF-4 in an

effort to develop the property as a 26 lot single family subdivision on approximately 7.65 acres.

The proposed development has 15' of road frontage on 25 ½ Road which will be utilized for pedestrian access. The only other point of public access is from Kapota Street (located on the southern property line) from the Valley Meadows East subdivision. The proposed density is 3.4 units per acre, which is in keeping with the allowable density levels of the Residential Medium-Low land use classification.

The Preliminary Plan for the proposed Valley Meadows North Subdivision, which is to be constructed on this property, has been processed in the following manner:

- Plans submitted and reviewed by City staff and various other review agencies, April 2002
- Planning Commission reviewed and approved Preliminary Plans at its March 12, 2002 meeting
- An appeal of the Planning Commission decision was filed for City Council consideration
- The appeal is scheduled to be considered by City Council during its May 15, 2002 meeting

Access/Streets/Parking

Access for the proposed project will be provided through the Valley Meadows East subdivision via Westwood Drive, Chama Lane, McCook Avenue and/or Kapota Street. Kapota Street will be extended into the proposed development with a street stubbed to the east to provide access for future development.

Several letters from neighbors expressing their concern about access coming only from Kapota Street and increased levels of traffic have been received and are available for review.

Lot Configuration and Bulk Requirements

Lot configuration and bulk standards for the RSF-4 zone district have been utilized in the design process.

Drainage/ Utilities/ Irrigation

Drainage for the proposed development will be handled by a detention pond located in the southwest corner of the property in a tract to be owned and maintained by the Home Owner's Association.

All required utilities are available and will be extended to the site or installed during construction. There is no irrigation water available to this site.

REZONING CRITERIA:

The rezone request must be evaluated using the criteria noted in Section 2.6.A of the Zoning and Development Code. The criteria are as follows:

- 1. The existing zoning was in error at the time of adoption.** The existing zoning is not consistent with the current land use classification of Residential Medium-Low (2-4 du/ac) as shown on the Future Land Use Map of the Growth Plan. The Residential Single Family-2 (RSF-2) and Residential Single Family-4 (RSF-4) zone districts implement the Residential Medium-Low land use classification.
2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc. **The property is located in an area that is developing in a residential manner consistent with the Growth Plan, although some parcels (located to the north and east) have lower densities than indicated by the Growth Plan. This property is an example of infill development where a public street and utilities have been stubbed to its southern property line in anticipation of future development.**
3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances. **The requested rezone to RSF-4 is within the allowable density range recommended by the Growth Plan. The existing street network has the required capacity available to serve the proposed 26 lot subdivision without adverse impacts to the neighborhood. The proposed subdivision has been designed in accordance with the provisions of the City's Zoning and Development Code and TEDS (Transportation Engineering Design Standards) manual.**
4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of the Code and other City regulations and guidelines. **The rezone request has been made to develop the property in a manner consistent with the density range allowed by the Growth Plan. The proposed subdivision has been designed in accordance with the provisions of the Zoning and Development Code and TEDS manual.**
In reviewing the goals and policies of the Growth Plan, it is apparent that the proposal is consistent with some of the goals and policies, but not all.

Examples of goals and policies of the Growth Plan that support the rezone request include:

Policy 5.2: **The City and County will encourage development that uses existing facilities and is compatible with existing development.**

Policy 5.3: **The City and County may accommodate extensions of public facilities to serve development that is adjacent to existing facilities. Development in areas which have adequate public facilities in place or which provide needed connections of facilities between urban development areas will be encouraged. Development that is separate from existing urban services (“leap-frog” development) will be discouraged.**

Example of a Growth Plan policy that does not support the rezone request:

Policy 24.2: **When improving existing or constructing new streets which pass through residential neighborhoods, the City will balance the desires of residents with the need to maintain a street system which safely and efficiently moves traffic throughout the community.**

5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development. **Adequate public facilities are currently available.**
6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs. **The neighborhood has a limited amount of land that is undeveloped. The proposed development is considered an infill project which will utilize or extend existing public facilities.**
7. The community or neighborhood will benefit from the proposed zone. **The community will benefit from the infill development of this property and utilization of existing public facilities whether the property is developed at a density as allowed by RSF-4 or RSF-2.**

FINDINGS OF FACT/CONCLUSIONS:

Upon review of the request to rezone from RSF-R to RSF-4, staff makes the following findings of fact and conclusions:

1. **The request to rezone is consistent with the goals and policies of the Growth Plan.**
2. **The request to rezone meets the approval criteria of Section 2.6.A of the Zoning and Development Code.**

STAFF RECOMMENDATION

Staff recommends approval of the request to rezone with the finding that the request is consistent with the goals and policies of the Growth Plan and the rezone criteria of Section 2.6.A of the Zoning and Development Code:

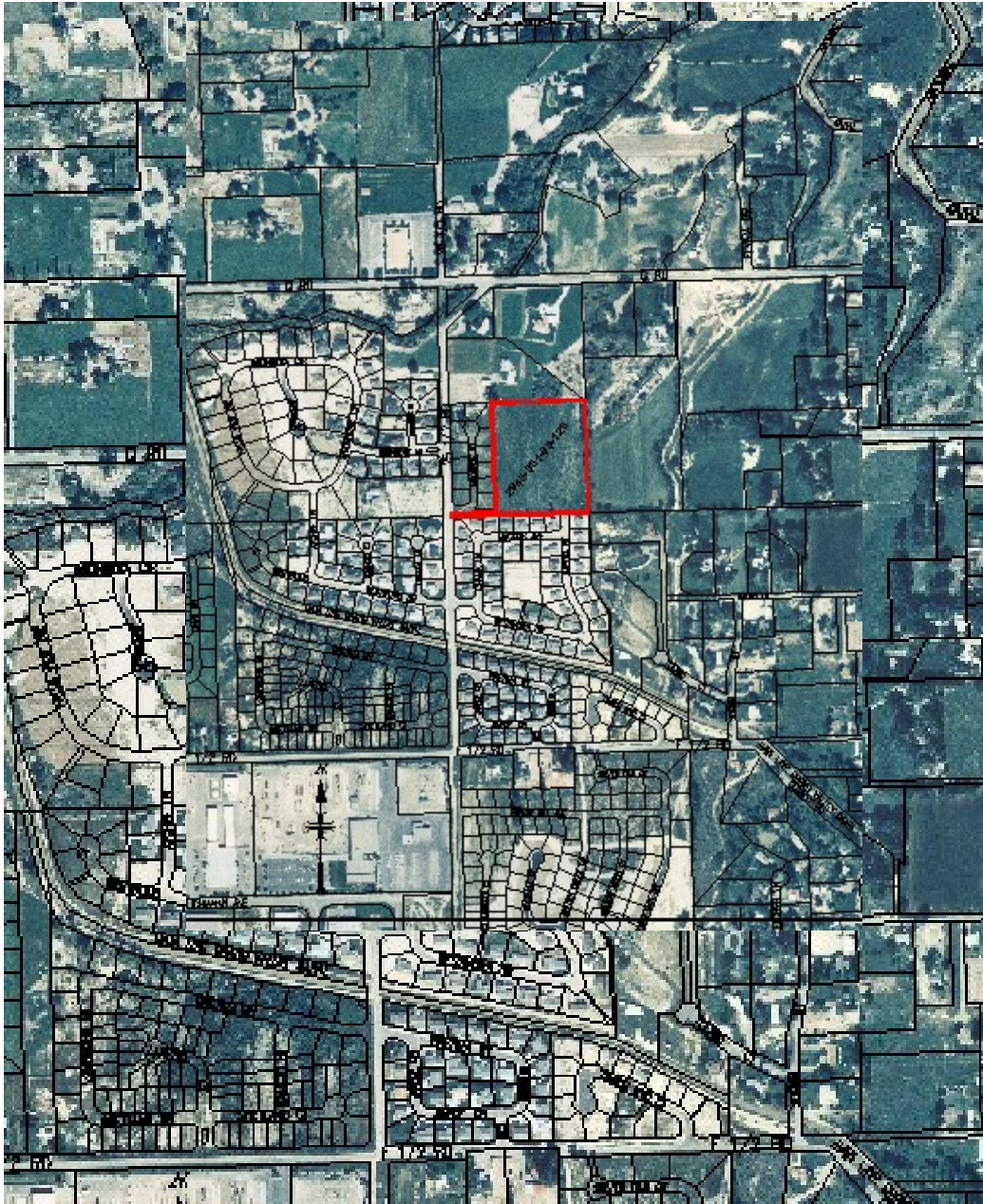
PLANNING COMMISSION RECOMMENDATION:

The Planning made a recommendation to approve the request to rezone from Residential Single Family Rural (RSF-R) to Residential Single Family-4 (RSF-4) with the findings that the request is consistent with the goals and policies of the Growth Plan and meets the criteria of Section 2.6.A of the Zoning and Development Code.

Attachments:

1. Site location map
2. Preliminary Plan
3. General Project Report
4. Letters from citizens
5. Rezone Ordinance

Site Location Map



CITY OF GRAND JUNCTION, COLORADO

REZONING ORDINANCE No. _____

***Ordinance Rezoning the Valley Meadows North property,
located at the north end of Kapota Street,
from the Residential Single Family Rural (RSF-R)
to Residential Single Family-4 (RSF-4)***

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of rezoning the Valley Meadows North property, located at the north end of Kapota Street, from the from Residential Single Family Rural (RSF-R) to Residential Single Family-4 (RSF-4), for the following reasons:

1. The zone district is consistent with the goals and policies of the Growth Plan.
2. The zone district meets the criteria found in Section 2.6.A of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the Residential Single Family-4 (RSF-4) zone district be established.

The Planning Commission and City Council find that the Residential Single Family-4 (RSF-4) zoning is in conformance with the stated criteria of Section 2.6.A of the Grand Junction Zoning and Development Code.

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

The following property shall be rezoned to the Residential Single Family-4 (RSF-4) zone district:

Parcel One: That part of the S 632.50' of the W 786.00' of the NW1/4 NE1/4 of Sec 3, T1S, R1W of the UM, being more particularly described as follows: Commencing at the N1/4 corner of said Sec 3, and considering the W line of the NE1/4 of said Sec 3 to bear S 00°00'00" W with all bearings contained herein relative thereto; thence S 00°00'00" W along said W line of the NE1/4 of said Sec 3, 688.50'; thence N 89°59'00" E 265.00' to the POB; thence continuing N 89°59'00" E 521.00'; thence S 00°00'00" W 632.50'; thence S 89°59'00" W 521.00'; thence N 00°00'00" E 632.50' to the POB.

Parcel Two: The S 15' of the following described tract: That part of the S 632.50' of the W 786.00' of the NW1/4 NE1/4 of Sec 3, T1S, R1W of the UM, being more particularly

described as follows: Commencing at the N1/4 corner of said Sec 3 and considering the W line of the NE1/4 of said Sec 3 to bear S 00°00'00" W with all bearings contained herein relative thereto; thence S 00°00'00" W along said W line of the NE1/4 of Sec 3, 688.50' to the POB; thence N 89°59'00" E 265.00'; thence S 00°00'00" W 632.50'; thence S 89°59'00" W 265.00' to a point on said W line of the NE1/4 of said Sec 3; thence N 00°00'00" E 632.50' to the POB.

Introduced on first reading this 17th day of April, 2002.

PASSED and ADOPTED on second reading this ____ day of May, 2002.

Mayor

ATTEST:

City Clerk

Public Hearing – Downtown Sidewalk Permits

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:	Downtown Sidewalk Permits		
Meeting Date:	May 1, 2002		
Date Prepared:	April 11, 2002		
Author:	Dan Wilson	City Attorney	
Presenter Name:	Dan Wilson	City Attorney	
	Workshop	X	Formal Agenda

Subject: Permitting of the Downtown Main Street sidewalks for outdoor cafes, street vendors and similar uses.

Summary: These changes to the ordinance will allow the issuance of sidewalk permits for those restaurants and cafes fronting on Main Street, between 1st and 7th streets. The 1981 ordinance has been updated, and the new provisions have been included.

Background Information: Since 1981 the DDA has regulated sidewalk uses in the Downtown Shopping Park, both for individual merchants and for community-wide activities such as the Southwest Festival, OktoberFest, and others. Several merchants have asked that they be allowed to expand their liquor licensed premises onto the adjacent sidewalk areas. The DDA supports the request as well as the updates to the 1981 ordinance, which hadn't been revised since that time.

Key elements of the proposed ordinance:

- The Public Works department retains the power to close the vehicular traffic in the Downtown area.
- Allows liquor licensees to serve food and liquor in the sidewalk area near the restaurant or café IF at least 8 feet of unobstructed sidewalk area is retained for pedestrian movement.
- Increases the maximum permit fees that the DDA can charge; gives the DDA board the final decision, within these limits, to set the fees for the permits.
- Allows the City or the DDA to suspend any permit if needed for City purposes, or for general safety or welfare concerns.
- The types of permits that can be issued are: pedestrian vendors, mobile vending carts, kiosks, sidewalk cafes and restaurants (including those with liquor licenses), and special use permits (for the larger festivals and activities).

Interim DDA director, Bruce Hill, asks that the Council approve the ordinance on first reading on April 17th, with DDA board consideration (and recommendation for approval) to occur at the next DDA board meeting scheduled for April 18th. Second reading would occur on May 1st.

Budget: None

Action Requested/Recommendation: Adoption of the ordinance.

Citizen Presentation:	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	If Yes,
Name:	Bruce Hill; Dan Wilson				
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

ORDINANCE NO.

AN ORDINANCE AMENDING PART OF CHAPTER 32 OF THE CITY OF GRAND JUNCTION CODE OF ORDINANCES RELATING TO DOWNTOWN SIDEWALK PERMITS

Recitals.

Since its inception, the City of Grand Junction Downtown Development Authority (“DDA”) has exercised delegated authority from the City Council, pursuant to Ordinance No. 1989, adopted in 1981. The DDA has been regulating the use of the City’s right-of-way in the area of Main Street between First and Seventh Streets.

At the behest of several Downtown liquor licensees, the DDA Board of Directors has asked for an expansion of the DDA’s existing permit system to allow Downtown liquor licensees to use part of the Main Street right-of-way directly in front of the licensee’s business. These proposed amendments to the DDA permitting system would serve to give “exclusive control” under the State Liquor Code so that restaurants and cafés can add the outdoor sidewalk area to their licensed premises.

The City’s Traffic Engineering staff have walked the area and reviewed the request. It is noted that some merchants are currently using City right-of-way. Anecdotal information is that such usage has occurred for many years, including before the DDA began its permitting program authorized by Ordinance 1989. The DDA experience, supplemented with current information, is that the provisions of this ordinance pose no undue risks for pedestrian and other users of the City’s sidewalk areas, so long as a minimum of eight feet (8’) of unobstructed pedestrian way is maintained.

For these reasons, the City Council finds that there are no obvious detriments, while there are clear benefits, if the existing ordinance, and the DDA permitting program, is expanded beyond the permitting of tables and chairs, sidewalk vendors and mobile vending carts in this downtown right-of-way.

It is the Council’s intent to delegate to the DDA Board of Directors the City Council’s powers, and related duties, liabilities and obligations, pursuant to § 127 of the City charter, except as provided herein.

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

That Chapter 32, sections 61 through 67, inclusive, of the Code of Ordinances of the City of Grand Junction is hereby repealed, renumbered and reenacted as follows:

Section 32-61. Purpose.

The purpose of this ordinance shall be to:

To control the type and manner of activities conducted in the Downtown Shopping Park.

(2) To enhance the environment in the Downtown Shopping Park and to provide the maximum possible usage, subject to appropriate restrictions of the Downtown Shopping Park.

Section 32-62. Definitions.

Area Wide Permit is a permit which allows the permitted use within the entire Downtown Shopping Park, rather than at a specific location.

ASCAP is a national organization of artists and musicians that gives permission to use the music or art, in exchange for monetary consideration. For this ordinance, use of the term “ASCAP” includes similar organizations and efforts to control the unauthorized use of copyright and similar rights.

The City is the City of Grand Junction, Colorado.

Conducting Business means the act of offering to sell or selling goods, merchandise, food or services of any type whatsoever.

DDA. The DDA is the Downtown Development Authority of Grand Junction, Colorado, acting through its Board of Directors. The Board may delegate to its employee, the executive director. The state statute authorizing development authorities refers to the executive director as the director.

Downtown Shopping Park or Downtown Park means that portion of the right-of-way of Main Street: bounded on the west by the east intersection line of First Street; on the east by the west intersection line of Seventh Street; and on the north and south by that portion of Main Street that lies between the respective north and south property lines of the properties abutting Main Street.

Kiosks are small, light structures that are stationary, but may be permanent or seasonal in nature, and constructed in accordance with guidelines for design as determined by the DDA.

Location means that particular portion of the Downtown Park for which a general, specific or special use permit has been issued and which is stated upon the permit.

Mobile Vending Cart is a structure with at least two operational wheels that is easily removed and is used for vending.

Pedestrian Vendor is an individual operating without the use of a mobile vending cart or kiosk and with a minimum of equipment, (e.g., balloons, portrait artist, shoeshine).

Permit means the issued document that allows the use of right-of-way of the Downtown Park for the permittee’s tables, chairs, clothing rack, bicycle rack, or other items of a moveable nature which are not included in any other permit category. If all other necessary permits are obtained and all state and local laws are met, the City may issue a permit for the use of the specific portion of the Downtown Park.

Permit Plan of Development means the plan adopted by the Grand Junction City Council for the development and preservation of the properties within the DDA, as amended from time-to-time.

Sidewalk café means the extension of the food and beverage service area of a hotel and restaurant licensee, 3.2% beer licensee, or a beer and wine licensee located in the Downtown Park.

Special Use Permit means a permit issued by the City for three (3) or fewer days for unique or charitable uses of the Downtown Park for which no other permit is appropriate. A special use permit may be granted to the sponsor of an activity rather than the specific individuals conducting business within the Downtown Park.

Section 32.63. Permit fees.

(a) *Fees for DDA permits.* The maximum that the DDA may charge per annum for the permits and documents authorized by this ordinance is as follows:

- | | | |
|-----|--|----------|
| (1) | Each sidewalk café, restaurant or kiosks . . . | \$300.00 |
| (2) | Mobile vending carts | \$200.00 |
| (3) | Special use permits | \$100.00 |
| (4) | Pedestrian vendors | \$ 50.00 |

The City Council may amend such fees and charges by resolution.

(b) All fees, charges or other receipts obtained by the DDA or its employees or agents pursuant to this ordinance shall be first deposited with the City, on account of the DDA.

(c) If the DDA desires to waive all or a portion of one or more permit term or fees, including for charitable and eleemosynary activities, it shall only do so pursuant to adopted written rules and policies, consistent with the provisions of this ordinance and other City rules and requirements. Any such waiver shall only be valid if decided by the DDA Board in a meeting that complies with the Open Records Act, or any City rules to like effect. Such DDA regulations shall provide that each such waiver shall be requested in writing, accompanied by proof that the proceeds from the special use permit will be used for a charitable or equivalent entity that has tax exempt status under the Internal Revenue Code, as amended from time to time.

Section 32-64. Permit Requirements.

Length of permits. Permits issued pursuant to this ordinance may be issued for the following lengths of time, unless the DDA Board approves a different length.

- (1) Pedestrian vendor permits - thirty (30) days.
- (2) Mobile vending carts - six (6) months.
- (3) Special use permits - three (3) days.

(4) All other permits - one (1) year.

(b) *Applications for permits.* All applications for a permit for the Downtown Park, including renewals, shall be made to the DDA on a DDA form on which the applicant provides at least the following:

(1) Name and address of applicant.

Name, addresses and emergency telephone number of at least two persons who will be available during the activity or event, so that the DDA or the City may quickly contact a person with authority.

Names, addresses and telephone numbers or email addresses of each beneficial owner of the applicant and each individual or entity owning or controlling ten percent (10%) or more of the entity or group.

(4) Type of business to be conducted, including a description of the merchandise to be sold or displayed.

(5) Copy of current City sales tax license.

(6) The applicant's signed statement that the applicant has the authority to, and does, bind the permittee to hold harmless and indemnify: the City of Grand Junction and the DDA (and the officers, officials and employees of each); with respect to and relating to any claim(s) or charge for damage to persons and/or property or injury to persons which were, or were alleged to, be occasioned by the DDA issued permit including permittee action or inaction.

(a) Permittee shall furnish and maintain such public liability, food products' liability, products' liability, and other insurance as will protect permittee, the City of Grand Junction and the DDA (and the officers, officials and employees of each), from all claims for damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith.

(b) Such insurance shall: provide insurance consistently with the City's practices or the provisions of the Governmental Immunity Act, whichever the DDA determines from time-to-time, currently not less than \$150,000 for bodily injury on each person, \$600,000 for each occurrence, and not less than \$600,000 for property damage per occurrence; be without prejudice to coverage otherwise existing therein; and shall name as additional insureds the City, the DDA (and the officers, officials and employees of each); provide that the policy shall not terminate or be canceled prior to the completion of the contract without thirty (30) days written notice to the DDA.

(8) Description of the building, structure, mobile vending cart, or other improvements to be used in connection with conducting business, including blueprints, drawings, sketches and such other information or details as the DDA shall require.

(9) The location for which the permit is requested.

A description of how the business will be conducted, including hours of operations.

A description of how the use or activity should enhance the Downtown Park, and how the use or activity conforms with the DDA plan of development.

(12) A list of all necessary or applicable permits that the applicant must obtain, and the current status of each, before the use or activity is lawfully begun.

(13) If the DDA requires, in order to determine if the permit should be issued, drawings and diagrams of facilities to be used in addition to those supplied with the permit application.

(14) Description of the hours and specific locations of proposed street or sidewalk closures or traffic controls with the boundaries of the DDA. Note: The City Engineer must issue such right-of-way closures or sidewalk restrictions for all City right-of-way outside the boundaries of the Downtown Park, including closing of the portions of the Downtown Park designated for motor vehicle use.

(15) Description of any street closures or other activities required to be done by the applicant or others.

The procedures that the applicant shall follow to obtain each required permit or permission.

A listing of each sponsor for the use and/or activity.

List the distribution of the net proceeds gained from the use or activity.

If any music, vocalization, or mechanical musical presentation is to be broadcast or presented, the application shall so state. The applicant shall particularly describe the time, place, manner, means and mode of such presentation. Each applicant agrees to comply with ASCAP requirements, including the payment of fees. Each applicant and permittee, by accepting the benefits and terms of any DDA permit or consent, agrees to hold harmless and indemnify the DDA and the City (and the officials, officers and employees of each) with respect to claims or activities for which money is owed to ASCAP or consent must be obtained.

Renewal. A Downtown Park permit may be renewed, if all other requirements of this ordinance have been met and if:

(1) No violations of the permit restrictions or a City ordinance or requirement have occurred; and

The permit holder did not cease to conduct business under the prior permit during the time the permit was in force; and

The applicant affirms in writing that all the information on the original application is correct and true, except as modified in writing at the time of the application for the renewal.

All fees are paid.

Section 32-65. Review of permit application.

(a) The DDA shall promptly review each application and shall determine if:

The application is complete.

All other permits, licenses or permissions have been or will be obtained prior to the beginning date of the permit.

Required insurance has been obtained.

It is in accordance with the goals and objectives in the plan of development.

The proposed use or activity would enhance the Downtown Park according to such plan of development.

More than one application is received for the same use in the same location, the complete and sufficient application which was first received by the DDA shall be issued.

(b) If the DDA finds that the application is not complete or in order, it shall deny the application and give the reasons in writing to the applicant.

(c) If the DDA finds that the application is proper and complete, and is in accordance with the DDA and City rules and requirements, the DDA shall forward to the City Clerk who shall issue the permit, with or without conditions.

If the DDA has a Memorandum of Understanding with the Grand Junction City Manager delegating the responsibility of issuing permits to the DDA, then the DDA shall issue the permit, with or without conditions, if the application is proper and complete.

(e) An applicant may appeal the denial of such a permit, or a condition of a permit, to the DDA Board by submitting a letter to the director of the DDA or any DDA board member within ten calendar days of the denial. The DDA Board shall decide the appeal within thirty days of receipt of the appeal.

Section 32-66. Types of Permits.

The types of permits which may be issued are for:

Pedestrian Vendors.

Mobile Vending Carts.

Kiosks.

Sidewalk Cafés.

Sidewalk Cafés with a hotel and restaurant, a beer and wine license or a 3.2% beer license.

(6) Special Use Permits.

Section 32-67. General Provisions.

(a) The permittee may conduct business on the public right-of-way within the Downtown Park but only subject to and in compliance with the following:

Each permittee pursuant to this ordinance shall pick up and properly dispose of any paper, cardboard, wood or plastic containers, wrappers and other litter which is deposited or is located on the sidewalk within twenty five feet (25') of the permittee's use, activity or location.

(2) Each permittee shall provide readily accessible container(s) and facilities for the collection of litter, debris and trash, and shall properly dispose of all litter, debris and trash collected.

(3) No permittee shall sell or give any food, object or other item to any person who is located in the part of the Downtown Park available for motor vehicle usage, including parking areas, unless such vehicular portion of the Downtown Park has been closed by the City Engineer.

(4) The permittee shall not offer to sell or sell except within the location designated by the permit.

(5) A permittee shall not leave his equipment or merchandise unattended, except for a sidewalk café or kiosk and only when the café or kiosk is secured.

(6) The permittee shall not conduct the any business, use or activity between the hours of 12:00 a.m. (midnight) and 6:00 a.m.

(7) A permittee shall not offer to sell or sell merchandise that is not described in the application.

No permittee may hold more than one permit at any one time, unless approved by the DDA Board.

The permittee shall only locate tables, chairs, benches, and/or other personal property in the portion of the adjacent Main Street right-of-way to the permittee's restaurant or café that is within the area bounded by the extension of the property lines, up to two feet from the nearest parking space or motor vehicle travel area; Except that the permittee shall maintain an unobstructed and unoccupied pedestrian way that is at least eight feet (8') wide, between the extension of the property lines, and beginning two feet from the property line that is closest to and parallels Main Street (See, diagram, below).

(b) The City may issue an amended permit in an expedited manner without additional fees if the permittee has remained (while all prior permits were in effect) in compliance with all applicable requirements and laws.

(c) Each permittee shall forthwith obey every lawful order of the DDA and any City official, including police officers, such as an order to move to a different location (if needed, for example, to avoid congestion or obstruction of a sidewalk) or an order to

forthwith remove all personal property from the Downtown Park (in case of congestion or public safety or similar concerns).

No permittee shall make unlawful noise or any continuous noise of any kind by vocalization or otherwise for the purpose of advertising or attracting attention to his use, business or merchandise.

During a community event, as determined by the City or the DDA, each permittee shall be subject to overriding rules, requirements, and even prohibitions, during the community event. For example, a permittee for a mobile vending cart, a kiosk, or a pedestrian vendor may be limited in hours, location and/or type of goods or foods.

Section 32-68. Special Rules for Mobile Vending Carts.

(a) The following provisions shall apply to mobile vending carts:

(1) A mobile vending device shall not: be greater than sixteen square feet (16'²) in area; longer than four feet in width, excluding wheels; be greater than six feet (6') in length or depth, including any handle; be greater than five feet (5') in height, excluding a canopy, umbrella or transparent enclosure.

A permittee shall not locate a mobile vending device on a public sidewalk within the boundaries of a crosswalk, nor in a location that will restrict the flow of pedestrian traffic within a crosswalk.

A permittee shall not sell from a mobile vending device that is located within three feet of any right-of-way designated or used for motor vehicles, unless specifically permitted as part of a use or activity for which the right-of-way is closed to motor vehicles.

Section 32-69. Rules for Sidewalk Cafés and Restaurants.

(a) The following provisions shall apply to sidewalk restaurants and cafés:

(1) No permittee shall serve or allow the consumption of any malt, beer, wine or other spirituous liquors on any portion of the Downtown Park controlled by such permittee, unless such permittee is in compliance with a state and City issued license pursuant to title 46 or 47 of state law, including by limited to including the are in their licensed premises.

(2) During such times as an adjacent owner consents in writing, the permittee may also occupy an additional area in front of such consenting owner's property that begins two (2) feet from the permittee's property line and extends outward (from the permittee's property at a forty-five (45) degree angle, subject to the overriding limits regarding pedestrian ways and proximity to parking areas. Such additional area is depicted as the shaded area of the diagram below.

The DDA Board may vary the foregoing rules so long as pedestrian movement is maintained in a safe manner.

(4) A liquor license permittee required to show exclusive possession, pursuant to state law, may designate the outdoor portion of the licensed premises by reasonable

means, such as painting, by installing a portable barrier or similar movable partition, no more than three (3) feet in height, in a way that does not limit pedestrian access or create danger or risk to person or property.

Section 32-69. Suspension or revocation of permit.

The DDA or the City may summarily suspend any permit if the permittee's use or activity is the source of unreasonable or excessive noise, is in violation of any permit term, or does not comply with City and/or DDA rules and requirements.

In an emergency needed to protect the public health or safety, the executive director of the DDA, the Director of Public Works of the City, or the City's Police or Fire Chief, may summarily suspend a permit or impose conditions needed immediately to protect the public, the City or the DDA.

If a permit is summarily suspended, the applicant may request that the suspension be lifted by so stating in writing the next business day. The DDA Board shall hear the question at its next available regular meeting.

The DDA may revoke any permit issued under this ordinance if the DDA Board finds by a preponderance, that the permittee, or its agents or employee:

Has violated any of the provisions of this ordinance or the permit, or has supplied inaccurate or false information to the DDA;

Does not have in full effect at all times, each current required health permit, liquor license, and every other required license or permit.

Does not have in place a insurance policy in the minimum amounts as described herein that is effective during all periods of the permit.

(e) The violation of any provision of this ordinance by any permittee or other person is declared to be a public nuisance. The DDA Board or the DDA director may request that the City Attorney prosecute and abate any such nuisance in the municipal or other court.

PASSED for first reading this 17th day of April, 2002.

PASSED AND ADOPTED this ____ day of May, 2002 on Second Reading.

President of the Council

Attest:

City Clerk

(Alternate Version)

ORDINANCE NO.

AN ORDINANCE AMENDING PART OF CHAPTER 32 OF THE CITY OF GRAND JUNCTION CODE OF ORDINANCES RELATING TO DOWNTOWN SIDEWALK PERMITS.

Recitals.

Since its inception, the City of Grand Junction Downtown Development Authority (“DDA”) has exercised delegated authority from the City Council, pursuant to Ordinance No. 1989 adopted in 1981. The DDA has been responsible for regulating the use of the City’s right-of-way in the area of Main Street between First and Seventh Streets.

The City’s Traffic Engineering staff have walked the area and reviewed the request. It is noted that some merchants are currently using City right-of-way. Anecdotal information is that such usage has occurred for many years, including before the DDA began its permitting program authorized by Ordinance 1989. The DDA experience, supplemented with current information, is that the provisions of this ordinance pose no undue risks for pedestrian and other users of the City’s sidewalk areas, so long as a minimum of eight feet (8’) of unobstructed pedestrian way is maintained.

For these reasons, the City Council finds that there are no obvious detriments, while there are clear benefits, if the existing ordinance, and the DDA permitting program, is expanded beyond the permitting of tables and chairs, sidewalk vendors and mobile vending carts in this downtown right-of-way.

It is the Council’s intent to delegate to the DDA Board of Directors the City Council’s powers and related duties, liabilities and obligations, pursuant to § 127 of the City Charter, except as provided herein.

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

That Chapter 32, sections 61 through 67, inclusive, of the Code of Ordinances of the City of Grand Junction is hereby repealed, renumbered and reenacted as follows:

Section 32-61. Purpose.

The purpose of this ordinance shall be to:

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** *Indicates New Item*

* *Requires Roll Call Vote*

- (1) Control the type and manner of activities conducted in the Downtown Shopping Park.
- (2) Enhance the environment in the Downtown Shopping Park and to provide the maximum possible usage, subject to appropriate restrictions of the Downtown Shopping Park.

Section 32-62. Definitions.

Area Wide Permit is a permit which allows the permitted use within the entire Downtown Shopping Park, rather than at a specific location.

ASCAP is a national organization of artists and musicians that gives permission to use the music or art, in exchange for monetary consideration. For this ordinance, use of the term "ASCAP" includes similar organizations and efforts to control the unauthorized use of copyright and similar rights.

City is the City of Grand Junction, acting through the City Council or the City Manager.

Conducting Business means the act of offering to sell or selling goods, merchandise, food or services of any type whatsoever.

DDA is the Downtown Development Authority of Grand Junction, Colorado, acting through its Board of Directors. The Board may delegate to its employee, the executive director. The state statute authorizing development authorities refers to the executive director as the director.

Downtown Shopping Park or Downtown Park means that portion of the City right-of-way of Main Street: bounded on the west by the east intersection line of First Street; on the east by the west intersection line of Seventh Street; and on the north and south by that portion of Main Street that lies between the respective north and south property lines of the properties abutting Main Street.

Kiosks are small, relatively light structures that are stationary, may be permanent or seasonal in nature, and are constructed in accordance with guidelines for design as determined by the DDA.

Location means that particular portion of the Downtown Park for which a general, specific or special use permit has been issued and which is stated upon the permit.

Mobile Vending Cart is a structure with at least two operational wheels that is easily moved and is used for vending.

Pedestrian Vendor is an individual operating without the use of a mobile vending cart or kiosk and with a minimum of equipment, (e.g., balloons, portrait artist, shoeshine).

Permit means the City or DDA issued document that allows the use of right-of-way of the Downtown Park for the permittee's tables, chairs, clothing rack, bicycle rack, or other items of a moveable nature which are not included in any other permit category. If all other necessary permits are obtained and all state and local laws are met, the City may issue a permit for the use of the specific portion of the Downtown Park.

DDA Plan of Development means the plan adopted by the Grand Junction City Council for the development and preservation of the properties within the DDA, as amended from time-to-time.

Sidewalk café means the extension of the food and beverage service area of a restaurant or a café, located in the Downtown Park.

Special Use Permit means a permit issued by the DDA or City for three (3) or fewer days for unique or charitable uses of the Downtown Park for which no other permit is appropriate. A special use permit may be granted to the sponsor of an activity rather than the specific individuals conducting business within the Downtown Park.

Section 32.63. Permit fees.

(a) *Fees for permits.* The maximum that the DDA may charge per annum for the permits and documents authorized by this ordinance is as follows:

(1)	Each sidewalk café, restaurant or kiosk . . .	\$300.00
(2)	Mobile vending cart	\$200.00
(3)	Special use permit	\$100.00
(4)	Pedestrian vendor	\$ 50.00

The City Council may amend such fees and charges by resolution.

(b) All fees, charges or other receipts obtained by the DDA or its employees or agents pursuant to this ordinance shall be first deposited with the City, on account of the DDA.

(c) If the DDA desires to waive all or a portion of one or more permit term or fees, including for charitable and eleemosynary activities, it shall only do so pursuant to adopted written rules and policies, consistent with the provisions of this ordinance and other City rules and requirements. Any such waiver shall only be valid if decided by the DDA Board in a meeting that complies with the Open Records Act, or any City rules to like effect. Such DDA regulations shall provide that each such waiver shall be requested in writing and shall be accompanied by proof that the proceeds from the special use

permit will be used for a charitable or equivalent entity that has tax exempt status under the Internal Revenue Code, as amended from time to time.

Section 32-64. Permit Requirements.

- (a) *Length of permits.* Permits pursuant to this ordinance may be issued for not longer than the following lengths of time, unless the DDA Board approves a different length.
- (1) Pedestrian vendor permits - thirty (30) days.
 - (2) Mobile vending carts - six (6) months.
 - (3) Special use permits - three (3) days.
 - (4) All other permits - one (1) year.
- (b) *Applications for permits.* All applications for a permit for the Downtown Park, including renewals, shall be made to the DDA on a DDA form on which the applicant provides at least the following:
- (1) Name and address of applicant.
 - (2) Name, addresses and emergency telephone number of at least two persons who will be available during the activity or event, so that the DDA or the City may quickly contact a person with authority.
 - (3) Names, addresses, telephone numbers and email addresses of each owner of the applicant and each individual and entity owning or controlling ten percent (10%) or more of the applicant and entity or group.
 - (4) Type of business to be conducted, including a description of the merchandise to be sold or displayed.
 - (5) Copy of current City sales tax license.
 - (6) The applicant's signed statement that the applicant has the authority to and does bind the permittee to hold harmless and indemnify: the City of Grand Junction and the DDA (and the officers, officials and employees of each); with respect to and relating to any claim(s) or charge for damage to persons and/or property or injury to persons which were, or were alleged, to be occasioned by the permit (including permittee action or inaction).
 - (7) (a) Permittee shall furnish and maintain such public liability, food products' liability, products' liability, and other insurance as will

protect permittee, the City of Grand Junction and the DDA (and the officers, officials and employees of the City and the DDA), from all claims for damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith.

(b) Such insurance shall: provide coverages that are consistent with the City's practices or the provisions of the Governmental Immunity Act, whichever the DDA determines from time-to-time. Until the DDA Board adopts different limits, permittee insurance shall provide coverage of not less than \$150,000 for bodily injury on each person, \$600,000 for each occurrence, and not less than \$600,000 for property damage per occurrence; be without prejudice to coverage otherwise existing therein; and shall name as additional insureds the City, the DDA (and the officers, officials and employees of each); provide that the policy shall not terminate or be canceled prior to the completion of the contract without thirty (30) days written notice to the DDA.

- (8) Description of the building, structure, kiosk, mobile vending cart, or other improvement(s) to be used in connection with conducting business, including blueprints, drawings, sketches and such other information or details as the DDA shall require.
- (9) The location for which the permit is requested.
- (10) A description of how the business will be conducted, including hours of operations.
- (11) A description of how the use or activity should enhance the Downtown Park, and how the use or activity conforms with the DDA plan of development.
- (12) A list of all necessary or applicable permits that the applicant must obtain, and the current status of each, before the use or activity is lawfully begun.
- (13) If the DDA requires, in order to determine if the permit should be issued, drawings and diagrams of facilities to be used in addition to those supplied with the permit application.
- (14) Description of the hours and specific locations of proposed street or sidewalk closures or traffic controls with the boundaries of the DDA. Note: The City Engineer must issue such right-of-way closures or

sidewalk restrictions for all City right-of-way including those within the Downtown Park.

- (15) Description of the activities related to any street closures or other activities required to be done by the applicant or others.
- (16) How the applicant will provide any required security.
- (17) A listing of each sponsor for the use and/or activity.
- (18) How/to whom the net proceeds gained from the use or activity will be distributed.
- (19) If any music, vocalization, or mechanical musical presentation is to be broadcast or presented, the application shall so state. The applicant shall particularly describe the time, place, manner, means and mode of such presentation. Each applicant agrees to comply with ASCAP requirements, including the payment of fees. Each applicant and permittee, by accepting the benefits and terms of any DDA permit or consent, agrees to hold harmless and indemnify the DDA and the City (and the officials, officers and employees of each) with respect to claims or activities for which money is owed to ASCAP or consent must be obtained.

(c) *Renewal.* A Downtown Park permit may be renewed, if all other requirements of this ordinance have been met and if:

- (1) No violations of the permit restrictions or a City ordinance or requirement have occurred during the prior permit period or one calendar, whichever is longer;
- (2) The permit holder did not cease to conduct business under the prior permit during the time the permit was in force;
- (3) The applicant affirms in writing that all the information on the original application is correct and true, except as modified in writing at the time of the application for the renewal; and
- (4) All fees are paid.

Section 32-65. Review of permit application.

- (a) The DDA shall promptly review each application and shall determine if:

- (1) The application is complete.
- (2) All other permits, licenses or permissions have been or will be obtained prior to the beginning date of the permit.
- (3) Required insurance has been obtained.
- (4) It is in accordance with the goals and objectives in the plan of development.
- (5) The proposed use or activity would enhance the Downtown Park according to such plan of development.
- (6) More than one application is received for the same use in the same location, the complete and sufficient application which was first received by the DDA shall be issued.

(b) If the DDA finds that the application is not complete or in order, it shall deny the application and give the reasons in writing to the applicant.

(c) If the DDA finds that the application is proper and complete, and is in accordance with the DDA and City rules and requirements, the DDA shall forward to the City Clerk who shall issue the permit, with or without conditions.

(d) The City Clerk may delegate the duty to issue the permits pursuant to an intergovernmental agreement or pursuant to an administrative regulation.

(e) An applicant may appeal the denial of such a permit, or a condition of a permit, to the DDA Board by submitting a letter to the director of the DDA or any DDA board member within ten calendar days of the mailing of the denial. The DDA Board shall decide the appeal within thirty days of receipt of the appeal.

Section 32-66. Types of Permits.

- (a) The types of permits which may be issued are for:
- (1) Pedestrian Vendors.
 - (2) Mobile Vending Carts.
 - (3) Kiosks.
 - (4) Sidewalk Cafés.

(5)

(6) Special Use Permits.

Section 32-67. General Provisions.

(a) The permittee may conduct business on the public right-of-way within the Downtown Park but only subject to and in compliance with the following:

- (1) Each permittee pursuant to this ordinance shall pick up and properly dispose of any paper, cardboard, wood or plastic containers, wrappers and other litter which is deposited or is located on the sidewalk within twenty five feet (25') of the permittee's use, activity or location.
- (2) Each permittee shall provide readily accessible container(s) and facilities for the collection of litter, debris and trash, and shall properly dispose of all litter, debris and trash collected.
- (3) No permittee shall sell or give any food, object or other item to any person who is located in the part of the Downtown Park available for motor vehicle usage, including parking areas, unless such vehicular portion of the Downtown Park has been closed by the City Engineer.
- (4) The permittee shall not offer to sell or sell except within the location designated by the permit.
- (5) A permittee shall not leave his equipment or merchandise unattended, except for a sidewalk café or kiosk and only when the café or kiosk is secured.
- (6) The permittee shall not conduct the any business, use or activity between the hours of 12:00 a.m. (midnight) and 6:00 a.m.
- (7) A permittee shall not offer to sell or sell merchandise that is not described in the application.
- (8) No permittee may hold more than one permit at any one time, unless approved by the DDA Board.
- (9) The permittee shall only locate tables, chairs, benches, and/or other personal property in the portion of the adjacent Main Street right-of-way to the permittee's restaurant or café that is within the area bounded by the extension of the property lines, up to two feet from

the nearest parking space or motor vehicle travel area; Except that the permittee shall maintain an unobstructed and unoccupied pedestrian way that is at least eight feet (8') wide, between the extension of the property lines, and beginning two feet from the property line that is closest to and parallels Main Street (See, diagram, below).

(b) An amended permit may be issued in an expedited manner without additional fees if the permittee has remained (while all prior permits were in effect) in compliance with all applicable requirements and laws.

(c) Each permittee shall forthwith obey every lawful order of the DDA and any City official, including police officers, such as an order to move to a different location (if needed, for example, to avoid congestion or obstruction of a sidewalk) or an order to forthwith remove all

personal property from the Downtown Park (in case of congestion or public safety or similar concerns).

(d) No permittee shall make unlawful noise or any continuous noise of any kind by vocalization or otherwise for the purpose of advertising or attracting attention to his use, business or merchandise.

(e) During a community event, as determined by the City or the DDA, each permittee shall be subject to overriding rules, requirements, and even prohibitions, during the community event. For example, a permittee for a mobile vending cart, a kiosk, or a pedestrian vendor may be limited in hours, location and/or type of goods or foods.

Section 32-68. Special Rules for Mobile Vending Carts.

(a) The following provisions shall apply to mobile vending carts:

- (1) A mobile vending device shall not: be greater than sixteen square feet (16² feet) in area; longer than four feet (4') in width, excluding wheels; be greater than six feet (6') in length or depth, including any handle; be greater than five feet (5') in height, excluding a canopy, umbrella or transparent enclosure.
- (2) A permittee shall not locate a mobile vending device on a public sidewalk within the boundaries of a crosswalk, nor in a location that will restrict the flow of pedestrian traffic within a crosswalk.
- (3) A permittee shall not sell from a mobile vending device that is located within three feet of any right-of-way designated or used for motor vehicles, unless specifically permitted as part of a use or activity for which the right-of-way is closed to motor vehicles.

Section 32-69. Rules for Sidewalk Cafés and Restaurants.

(a) The following provisions shall apply to sidewalk restaurants and cafés:

- (2) During such times as an adjacent owner consents in writing, the permittee may also occupy an additional area in front of such consenting owner's property that begins two (2) feet from the permittee's property line and extends outward (from the permittee's property at a forty-five (45) degree angle, subject to the overriding limits regarding pedestrian ways and proximity to parking areas. Such additional area is depicted as the shaded area of the diagram below.

- (3) The DDA Board may vary the foregoing rules so long as pedestrian movement is maintained in a safe manner.

Section 32-69. Suspension or revocation of permit.

(a) The DDA or the City may summarily suspend any permit if the permittee's use or activity is the source of unreasonable or excessive noise, is in violation of any permit term, or does not comply with City and/or DDA rules and requirements.

(b) In an emergency needed to protect the public health or safety, the executive director of the DDA, the Director of Public Works of the City, or the City's Police or Fire Chief, may summarily suspend a permit or impose conditions needed immediately to protect the public, the City or the DDA.

(c) If a permit is summarily suspended, the applicant may request that the suspension be lifted by so stating in writing the next business day. The DDA Board shall hear the question at its next available regular meeting.

(d) The DDA may revoke any permit issued under this ordinance if the DDA Board finds by a preponderance, that the permittee, or its agents or employee:

- (1) Has violated any of the provisions of this ordinance or the permit, or has supplied inaccurate or false information to the DDA;
- (2) Does not have in full effect at all times, each current required health permit and every other required license or permit.
- (3) Does not have in place a insurance policy in the minimum amounts as described herein that is effective during all periods of the permit.

(e) The violation of any provision of this ordinance by any permittee or other person is declared to be a public nuisance. The DDA Board or the DDA director may request that the City Attorney prosecute and abate any such nuisance in the municipal or other court.

PASSED for first reading this 17th day of April, 2002.

PASSED AND ADOPTED this ____ day of May, 2002 on Second Reading.

President of the Council

Attest:

City Clerk

Hazard Elimination Grant – 24 ½ & G Road

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

<i>CITY COUNCIL</i>			
Subject:	Resolution Authorizing the Submittal of an Application for Federal Hazard Elimination Funding		
Meeting Date:	May 1, 2002		
Date Prepared:	April 22, 2002		
Author:	Mike McDill	City Engineer	
Presenter Name:	Tim Moore	Public Works Manager	
	Workshop	X	Formal Agenda

Subject: A City Council Resolution authorizing the submission of the above grant application to assist in the funding of the construction of intersection improvements at 24 ½ Road and G Road.

Summary: This grant is for a total of \$617,000. Based on the actual bids for the roundabout at the intersection of 25 Road and G Road and the fact that federally funded projects typically cost about thirty percent more than non-federal work, the estimated cost to do a similar project at this location is about \$771,300. The City cost would drop from about \$593,300 to about \$154,300. This adjustment would make about \$439,000 available for other City Capital Improvement priorities.

Background Information:

Budget: The City of Grand Junction has programmed \$495,000 in its 2004 Capital Improvement Plan to construct improvements at this intersection. A large portion of these funds can be diverted to other work if this grant is approved.

Action Requested/Recommendation: Adopt Resolution No. ____ to authorize the submission of the above grant for the intersection of 24 ½ Road and G Road.

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

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. - 02

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO ASSIST IN THE FUNDING OF THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT 24 ½ ROAD AND G ROAD.

RECITALS:

WHEREAS, the City Council of the City of Grand Junction, hereby resolved in Resolution -02 to apply for Federal Hazard Elimination funding in the amount of \$617,000.

WHEREAS, Federal, funds are allotted for such purposes.

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

That submittal of an application for Federal Hazard Elimination funding for improvements at 24 ½ Road and G Road are hereby approved in the amount of \$617,000.

ADOPTED AND APPROVED THIS 1st DAY OF May, 2002.

President of the Council

Attest:

City Clerk

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** *Indicates New Item*

* *Requires Roll Call Vote*

Department of Energy Complex Energy Impact Grant

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL			
Subject:	DOE Energy Impact Grant		
Meeting Date:	May 1, 2002		
Date Prepared:	April 24, 2002		
Author:	Thea Chase	G.J. Incubator Director	
Presenter Name:	Kelly Arnold	City Manager	
	Workshop	X	Formal Agenda

Subject: 2002 Energy Impact Assistance Grant Application/Redevelopment of Department of Energy Complex.

Summary: The Grand Junction Incubator Director, Thea Chase, is requesting that the City of Grand Junction City Council be a sponsoring governing body for a federal Energy Impact Grant.

The project is needed to allow RTC to function as a business complex.

- Relocate Business Incubator Center (BIC) offices and Training Room
- Renovate former BIC office space and newly acquired building to accommodate additional manufacturing tenants – approximately 10,000 square feet
- Build 2,500 square feet Shared-Use Commercial Kitchen
- Complete dock for Manufacturing building
- Paint building exteriors, replace carpet in Services building
- Upgrade power and gas infrastructure for complex

BIC has accepted two new tenants to move into the manufacturing space, a cable manufacturer who projects 7 full time jobs within one year and a producer/distributor of health products who projects 6-8 fulltime positions. The kitchen facility currently being used is too small and not set up for specialty food producers. Currently Kitchen Incubator tenants employ 26 Full Time Equivalents (FTE) and 13 individuals who work half time or less. Some of these businesses have experienced difficulties because of the current kitchen situation.

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*** Indicates New Item

* Requires Roll Call Vote

Currently, the gas is supplied through one master meter to all three of the residents on the complex. A portion of the site is being powered with an obsolete 4 kv system. There are no parts readily available and few contractors willing to work on the system. The upgrade would not only insure service to DOE and contribute to retaining jobs, but also allow for expansion on unused portions of the site.

Background Information:

- Mesa County has had a **boom/bust history** related to mineral industries since the 1950's.
- The **Department of Energy** (DOE) Compound was built in the 50's for the sole purpose of supporting the uranium mining industry. Employment at the facility has increased and decreased over the years in response to the mining/energy industry. DOE employment has declined from a high of 800+ jobs in 1995 (over 3% of the County's labor force) to approximately 200 in 2002. These have been among the highest paying jobs in the community.
- In 1996 DOE announced its intention to turn over the real estate and downscale operations in Grand Junction. As a result of the reuse planning, the Riverview Technology Corporation (RTC) was created by the City of Grand Junction and Mesa County to determine the best use of the property and preserve the jobs.
- One of the first efforts of the reuse body was to recommend relocation of the Business Incubator Center to unused buildings. Energy Impact dollars were used to accomplish this first phase objective.
- Encouraging the formation of small business can mitigate the decline in employment in the energy and mineral development industry.
- The Business Incubator Center houses several companies that work in the energy industry.

Budget: There is no fiscal impact since this a federal grant application. There will be no TABOR implications.

Action Requested/Recommendation: Approve request to be sponsoring body with City Manager and City Attorney final review of application.

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 type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Indiv. Consideration	Workshop

Public Hearing – Supplemental Budget Appropriations for 2002**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
Subject:		Supplemental Appropriation Ordinance	
Meeting Date:		May 1, 2002	
Date Prepared:		April 10, 2002	
Author:		Lanny Paulson	Budget & Accounting Manager
Presenter Name:		Ron Lappi	Administrative Services Director
Workshop		X	Formal Agenda

Subject: Supplemental Appropriation Ordinance for the budget year 2002.

Summary: The request is to appropriate specific amounts for several of the City's accounting funds as specified in the ordinance.

Background Information: A supplemental appropriation ordinance is adopted every year at this time to carry-forward, re-appropriate, amounts budgeted in the prior year that were unexpended at year-end. The standard carry-forward items are for equipment and capital improvement projects that were not purchased or completed by the end of the year. Additional appropriation amounts are also requested at this time for a few special situations. Such circumstances would include new grant awards and changes required by approved contracts.

Budget: Pursuant to statutory requirements the total appropriation adjustments are at the fund level as specified in the ordinance. The total appropriation adjustment for all funds combined is \$5,594,919. Included in this amount are the following new requests; \$93K in the General Fund, \$25K in the Sales Tax CIP Fund, \$188K in the Water Fund, and \$396K in the Communications Center Fund. The following provides a summary of the requests by fund.

General Fund \$520,305: Buffer Zone Development Rights Purchase, Council Contingency, Growth Plan Update, West Downtown Plan, Redlands Plan, Police Records Management System, Fire Records Management System, Dump Truck, Parks restroom security.

Enhanced-911 Fund \$464,705: Transfers to Communications Center Fund E-911 Equipment.

VCB Fund \$3,355: Exhibit upgrades.

Golf Course Expansion Fund \$36,000: Golf Course Management Software

Sales Tax CIP Fund \$1,946,366: Police Bldg. Air Conditioner, 29 Road Corridor Project, Independent Ave., Colo. River Footbridge, Phase I Signal Communications, Buck Oda Property, I-70 Corridor Study, and Capital Transfers to Two Rivers Convention Center.

Storm Drainage Fund \$1,447,313: Detention Basins, 25.5 Road Drainage Improvements.

Water Fund \$455,839: Line Replacements, Fire Protection Upgrades, Plant Modifications.

Two Rivers Convention Center Fund \$126,305: Audio/Visual Equipment, Tables & Chairs, Building Expansion/Remodel, Staging Equipment, Management Software.

Swimming Pools Fund \$15,486: Water Slide Study

Lincoln Park Golf Course Fund \$14,800: Management Software

Tiara Rado Golf Course Fund \$22,000: Management Software

Communications Center Fund \$464,705: CAD System Interface, Equipment Replacement, Telephone Lines.

Joint Sewer Fund \$77,542: Trunk Line Extensions, Interceptor Rehabilitations, Line Replacements in Alleys.

Action Requested/Recommendation: Adoption of the appropriation ordinance with final passage on May 1, 2002.

Citizen Presentation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	If Yes,
Report results back to Council:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	When:
Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	<input type="checkbox"/>	Indiv. Consideration	Workshop

Ordinance No. _____

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2002
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 unappropriated fund balance
and additional revenue to the funds indicated for the year ending December 31, 2002,
to be expended from such funds as follows:

FUND NAME	FUND #	APPROPRIATION
General	100	\$520,503
Enhanced 911 Special Revenue	101	\$464,705
Visitor & Convention Bureau	102	\$3,355
Golf Course Expansion Fund	107	\$36,000
Sales Tax CIP	201	\$1,946,366
Storm Drainage Improvement	202	\$1,447,313
Water Fund	301	\$455,839
Two Rivers Convention Center	303	\$126,305
Swimming Pools	304	\$15,486
Lincoln Park Golf Course	305	\$14,800
Tiara Rado Golf Course	306	\$22,000
Communications Center	405	\$464,705
Joint Sewer System	900	\$77,542
TOTAL ALL FUNDS		\$ 5,594,919

INTRODUCED AND ORDERED PUBLISHED this 17th day of April, 2002.

PASSED AND ADOPTED this _____ day of _____, 2002.

Attest:

President of the Council

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*** *Indicates New Item*

* *Requires Roll Call Vote*

City Clerk

Reorganization of Council

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**** Indicates New Item*

** Requires Roll Call Vote*