

**GRAND JUNCTION CITY COUNCIL  
CITY HALL AUDITORIUM, 250 NORTH 5<sup>TH</sup> STREET  
AGENDA**

**WEDNESDAY, SEPTEMBER 17, 2003, 7:30 P.M.**

**CALL TO ORDER**

Pledge of Allegiance  
Invocation – Rob Storey, River of Life Alliance Church

**PROCLAMATIONS / RECOGNITIONS**

PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH SEPTEMBER 24, 2003 AS “CONSTITUTION WEEK”

PROCLAIMING SEPTEMBER 22 THROUGH SEPTEMBER 27, 2003 AS “UNITED WAY CAMPAIGN KICK-OFF WEEK”

PROCLAIMING SEPTEMBER 24, 2003 AS “WESTERN COLORADO CONTRACTORS ASSOCIATION DAY”

**SCHEDULED CITIZEN COMMENTS**

Russ Means, Junior Football Association, will Present a Check to the City Council for the New Sport Fields at Canyon View Park.

**\*\*\* CONSENT CALENDAR \*\*\*<sup>®</sup>**

1. **Minutes of Previous Meetings**

[Attach 1](#)

*Action: Approve the Minutes of the July 10, 2003 Special Joint Persigo Meeting and the Minutes of the September 3, 2003 Regular Meeting*

2. **Applications to Colorado Historical Society State Historical Fund for Historic Structure Assessment and Roof Repair for the Riverside School**

[Attach 2](#)

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

<sup>®</sup> Requires Roll Call Vote

The City is applying for two grants from the Colorado Historical Society State Historical Fund in collaboration with the Riverside Task Force for rehabilitation of the Riverside School. The first grant (total budget \$14,000) is to complete a Historic Structure Assessment of the school. The second grant (total budget \$42,350) is to fund repair work on the roof of the building.

*Action: Authorize the City Manager to Sign the Grant Applications to the Colorado Historical Society State Historical Fund for Structural Assessment and Repair Work on the Roof for the Riverside School*

Staff presentation: Kristen Ashbeck, Senior Planner

3. **Revocable Permit on Glenwood Avenue for a Fence** [File #RVP-2003-104]

[Attach 4](#)

The petitioner is requesting approval and issuance of a revocable permit to construct a 3' picket fence within the City right-of-way for Glenwood Avenue.

Resolution No. 85-03 – A Resolution Concerning the Issuance of a Revocable Permit to Dawayne Martin and Neoma Martin

*®Action: Adopt Resolution No. 85-03*

Staff presentation: Ronnie Edwards, Associate Planner

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

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

4. **Construction Contracts** (Items a and b may be awarded under one motion)

a. **Bass Street Storm Drainage Improvements**

[Attach 6](#)

Award of a construction contract for the Bass Street Storm Drainage Improvements Project to Skyline Construction, Inc. in the amount of \$146,154.60. The project consists of the installation of a storm drain pipe in Bass Street from West Hall Avenue to Independent Avenue, the installation of a diversion pipe from the Buthorn Drain to the new storm drain pipe to route flows to West Lake for aquatic enhancement and the installation of curbs and gutters along portions of Bass Street.

*Action: Authorize the City Manager to Execute a Construction Contract for the Bass Street Storm Drainage Improvement Project to Skyline Construction, Inc. in the Amount of \$146,154.60*

Staff presentation: Tim Moore, Public Works Manager

**b. 2003 Sewer Interceptor Rehabilitation Change Order No. 2 [Attach 7](#)**

Western Slope Utilities has requested a change order for additional bypass pumping for the 2003 Sewer Interceptor Rehabilitation Project in the amount of \$52,072.00. The City has also requested that the contractor complete additional Cured in Place Pipe (CIPP) work for the 2003 Alley Improvement District for \$11,992.00. The total amount of this change order is \$64,064.00.

*Action: Authorize the City Manager to Execute a Change Order for the 2003 Sewer Interceptor Rehabilitation with Western Slope Utilities in the Amount of \$64,064.00*

Staff presentation: Mark Relph, Public Works and Utilities Director

**5. Eight Subrecipient Contracts for Projects within the City's 2001, 2002 and 2003 Program Years Community Development Block Grant (CDBG) Program [Attach 3](#)**

The Subrecipient Contracts formalize the City's award of a total of \$386,100 to various non-profit organizations and agencies allocated from the City's 2001, 2002 and 2003 Program Years CDBG funds as previously approved by Council.

*Action: Authorize the City Manager to Sign the Eight CDBG Subrecipient Contracts*

Staff presentation: Dave Thornton, CDBG Program Manager  
Kristen Ashbeck, Senior Planner

**6. Enterprise Zone Boundary Adjustment Recommendation [Attach 8](#)**

When the Enterprise Zone was established in Mesa County in 1986, the Enterprise Zone boundary covered all of the South Downtown area with the exception of the area south of Struthers to the Colorado River. It was assumed at that time that the entire tract would become park area when the City purchased many of the parcels in the area. However, the City does not plan to purchase any

additional property in the area and the privately owned parcels were zoned C-2. A letter has been drafted for the Mayor's signature supporting the expansion of the Mesa County Enterprise Zone.

*Action: Authorize the Mayor to Sign a Letter to the Colorado Economic Development Commission in Support of Expanding the Mesa County Enterprise Zone to Include the South Side of Struthers Avenue*

Staff presentation: David Varley, Assistant City Manager

7. **Public Hearing – Removing the Files Property from the 201 Sewer Service Area Located on Monument Road** [Attach 9](#)

Joint City-County resolution to remove all of the Doyle and Sandra Files property (on Monument Road) from the 201 Sewer Service Area.

Resolution No. 87-03 – A Joint Resolution of the City Council of the City of Grand Junction and the Mesa County Board of County Commissioners Removing a Portion of Parcel No. 2945-291-00-066 (Files Property) from the 201 Sewer Service Area Boundary

*®Action: Hold a Public Hearing and Consider Adoption of Resolution No. 87-03*

Staff presentation: Mark Relph, Public Works and Utilities Director

8. **Public Hearing – Vacating a Portion of the Right-of-Way for 24 ¾ Road** [File #VR-2003-162] [Attach 10](#)

The petitioner is requesting approval of a vacation of a portion of the dedicated right-of-way for 24 ¾ Road, located between River Road and the Blue Heron Trail. The Planning Commission reviewed the request on August 26, 2003, and recommended approval of the vacation to the City Council.

Ordinance No. 3571 – An Ordinance Vacating a Portion of the 24 ¾ Road Right-of-Way Located Between River Road and the Blue Heron Trail

*®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3571*

Staff presentation: Pat Cecil, Development Services Supervisor

9. **Public Hearing – Elliott Annexation Located at 3082 D ½ Road** [File #ANX-2003-156] [Attach 11](#)

Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Elliott Annexation, located at 3082 D ½ Road. The 1.1551 acre Elliott annexation consists of 1 parcel of land.

**a. Accepting Petition**

Resolution No. 88-03 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Elliott Annexation, Located at 3082 D ½ Road, is Eligible for Annexation

®Action: *Adopt Resolution No. 88-03*

**b. Annexation Ordinance**

Ordinance No. 3572 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Elliott Annexation, Approximately 1.1551 Acres, Located at 3082 D ½ Road

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3572*

Staff presentation: Scott D. Peterson, Associate Planner

10. **Public Hearing – Zoning the Elliott Annexation Located at 3082 D ½ Road** [File #ANX-2003-156] [Attach 12](#)

Hold a public hearing and consider final passage of the zoning ordinance to zone the Elliott Annexation, located at 3082 D ½ Road, to RMF-5 (Residential Multi-Family not to exceed 5 du/ac).

Ordinance No. 3573 - An Ordinance Zoning the Elliott Annexation to RMF-5, Located at 3082 D ½ Road

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3573*

Staff presentation: Scott D. Peterson, Associate Planner

11. **Public Hearing – Antietam Annexation Located at 260 & 262 26 ¼ Road** [File #ANX-2003-122] [Attach 13](#)

Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Antietam Annexation, located at 260 & 262 26 ¼ Road. The 9.146 acre annexation consists of two (2) parcels of unplatted land. The petitioner's intent is to annex and then subdivide the property into 25 residential lots for development purposes with a proposed zoning of RSF-4. The proposed annexation lies within the Persigo 201 sewer district.

**a. Accepting Petition**

Resolution No. 89-03 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Antietam Annexation, Located at 260 & 262 26 ¼ Road and Including a Portion of the 26 ¼ Road Right-Of-Way is Eligible for Annexation

®Action: *Adopt Resolution No. 89-03*

**b. Annexation Ordinance**

Ordinance No. 3574 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Antietam Annexation, Approximately 9.146 Acres, Located at 260 & 262 26 ¼ Road and Including a Portion of the 26 ¼ Road Right-of-Way

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3574*

Staff presentation: Scott D. Peterson, Associate Planner

12. **Public Hearing – Zoning the Antietam Annexation Located at 260 & 262 26 ¼ Road** [File #ANX-2003-122] [Attach 14](#)

The Antietam Annexation consists of 9.146 acres of land that is located at 260 & 262 26 ¼ Road and currently consists of two (2) parcels of unplatted land that each contain a single family home. The petitioner's intent is to annex and then develop the property as a 25 lot residential subdivision with a density of less than four (4) dwelling units per acre (2.73 density proposed). The proposed zoning is Residential Single Family – 4 (RSF-4). The Planning Commission recommended approval at its August 26, 2003 meeting.

Ordinance No. 3575 – An Ordinance Zoning the Antietam Annexation to Residential Single Family – 4 (RSF-4), Located at 260 & 262 26 ¼ Road

*®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3575*

Staff presentation: Scott D. Peterson, Associate Planner

13. **Cinema at the Avalon, Inc. Operation and Use Agreement** [Attach 15](#)

On June 30, 2003, a report on possibly expanding Cinema at the Avalon Theatre was reviewed by City Council. Following discussion, City Council directed staff to work on an agreement with Cinema at the Avalon (CAI) that would increase theatre usage, minimize additional expense to the City, and maintain the City's responsibility, opportunity and commitment to encourage other usage with the ability to preempt CAI scheduled dates for other Avalon user groups and organizations.

*Action: Authorize the City Manager to Execute an Operation and Use Agreement with Cinema at the Avalon, Inc. to Better Program Film and Film Events in the City's Historic Avalon Theatre, While Allowing the Theatre to Serve other Clientele*

Staff presentation: Joe Stevens, Director of Parks & Recreation

14. **Amending the Transportation Engineering Design Standards** [Attach 5](#)

Adopt a resolution that implements proposed text changes to the Transportation Engineering Design Standards (TEDS).

Resolution No. 86-03 – A Resolution Adopting the Revised Transportation Engineering Design Standards (TEDS) Manual

*®Action: Adopt Resolution No. 86-03*

Staff presentation: Tim Moore, Public Works Manager

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

16. **OTHER BUSINESS**

17. **ADJOURNMENT**

**Attach 1  
Minutes from Previous Meetings**

**CITY OF GRAND JUNCTION CITY COUNCIL  
and  
BOARD OF COUNTY COMMISSIONERS FOR MESA COUNTY  
  
ANNUAL JOINT PERSIGO MEETING  
JULY 10, 2003**

**Call to Order**

The Grand Junction City Council and the Mesa County Commissioners met at 6:22 p.m. on July 10, 2003 in the City Auditorium, 250 N. 5<sup>th</sup> Street, for the Annual Joint Persigo meeting.

County Commissioner Chair Jim Baughman called the meeting to order at 6:22 p.m. and introduced his fellow Commissioners Doralyn Genova and Tilman Bishop.

President of the Council Jim Spehar introduced his fellow Councilmembers: Cindy Enos-Martinez, Bruce Hill, Dennis Kirtland, Bill McCurry and Gregg Palmer. Councilmember Harry Butler was present but not at the dais until after the meeting had started.

Also, present were City staffers City Manager Kelly Arnold, Assistant City Attorney John Shaver, Public Works and Utilities Director Mark Relph, Community Development Director Bob Blanchard, Utilities Manager Greg Trainor, Persigo Manager Mike Robertson, Management Intern Seth Hoffman, and City Clerk Stephanie Tuin. County staffers present were County Administrator Bob Jasper, County Attorney Lyle Dechant, Planning and Development Director Kurt Larsen, Public Works Director Pete Baier, and Clerk to the Board Bert Raley. Also present was Frank Hyde, Clifton Sanitation District #2, Rich Livingston, attorney, and Larry Beckner, attorney for several Special Districts.

**1. Approval of Criteria for Sewer Variance**

City Public Works & Utilities Director Mark Relph introduced this item. There has been discussion of the County participating in the decision on sewer variances, and if that is to be the case, then the proposed resolution will need to be modified. Utilities Manager Greg Trainor advised that the wastewater regulations are a part of the City Code of Ordinances. They are amended from time to time upon recommendation from the manager or the governing bodies. Mr. Trainor read the purpose of the regulations. He noted that there are areas within the 201 boundary that are already developed and



already on septic. That situation has, in some cases, been the reason for the Septic System Elimination Program (SSEP), which has been very successful. Instead of being a true variance, the wording in the regulations should really reflect a temporary extension of time allowing the use of septic. Forcing a sewer connection to an existing house that has a functioning septic is difficult. This discussion has been ongoing for a year. At the last meeting in April 2003, staff was directed to bring back a resolution with criteria for when a variance might make sense, that is, it is impractical to hook onto sewer at the time it is developed. If the property is farther than 400 feet from an existing sewer line and the septic fails, the owner is allowed to fix the septic under County Health regulations. If they are within 400 feet of the sewer line, the Utility Department can look at the situation on a case-by-case basis. If the property owner has evidence that a connection would be impractical and/or if repair is possible, the owner can repair the system with the condition that if an improvement district is formed, they pay their apportioned share of the cost. Any non-residential development or expansion is required to hook up to sewer unless otherwise determined to be impractical by the Utility Department. In July 2002, a residential property was subdivided and a variance was allowed. The then existing regulations did not address the situation. The criteria as presented were developed to address residential situations. The regulations are proposed to be amended to include residential uses. The resolution contains examples of situations where the determination would be that it is "impractical" to require connection to the sewer system.

Councilmember Kirtland asked if the property being granted the variance is looked at for possible future sewer installation. Utilities Manager Trainor said almost every basin has feasibility studies so, in general, the City can determine feasibility for any property and in fact lay the alignment out for the property owner.

Commission Chair Baughman asked if there are any limits as to the extent the property owner would be able to use septic as to the number of lots. Allowing a subdivision to be on septic would be defeating the purpose of the SSEP. Mr. Trainor said if that were the case, the developer would have to pay up front the cost of hooking up to sewer through an improvement district as well as the cost of septic installation so in essence the developer would be paying for the installation of two systems.

Bob Jasper, County Administrator, said that any decisions should come to both bodies for a decision. Failed septic systems are not the issue, subdivisions of property where septic systems are allowed is the problem. The City granted such a request which goes against the Persigo Agreement. He would recommend that both bodies review such requests.

Chairman Baughman asked for public comments at 6:51 p.m.

Commissioner Bishop asked if the homeowner has to pay for the extension. He was answered affirmatively. Commissioner Bishop asked if the Health Department is part of

the decision as to whether repair is allowed. Mr. Trainor replied that the Health Dept. is the lead agency. Commissioner Bishop wanted assurance that the homeowner is worked with and not dealt with heavy-handedly. Mr. Trainor replied that philosophy is evident in the City's policy that even if they are within 400 feet and have a functioning septic they do not have to hook up.

Commissioner Bishop asked if old septic systems within the 201 have been identified. Mr. Trainor answered yes. Commissioner Bishop asked that wording be "included but not limited to" in the amendment of the regulations and Mr. Trainor agreed that there will be other situations where exceptions may apply.

There were no public comments.

Commission Chair Baughman closed the hearing at 7:00 p.m.

Councilmember Palmer asked if hooking up to the sewer triggers annexation. He was told no, only development triggers annexation. Commissioner Genova agreed with the additional wording suggested by Commissioner Bishop however, she also wanted both bodies to approve any variances. Chairman Baughman suggested that the Commissioners be included in the review only if the variance includes redevelopment. Ms. Genova agreed, as did Council President Spehar, voicing concern over adding another step to the process, particularly in light of the difficulty in getting the two boards together schedule-wise. Chairman Baughman suggested narrowing down situations in which the Commissioners would become involved. Ms. Genova noted the governing bodies could approve exceptions at separate meetings. City Manager Arnold said it was the City's assumption that approval would happen at separate meetings unless there was disagreement. Council President Spehar questioned why the policy-makers have to get involved when the cases where it has been determined sewer hook-up would be impractical. County Administrator Jasper objected to City staff having the authority to make the determination. He preferred the establishment of criteria and to allow the staff to handle it, unless it does not meet the criteria. Councilmember Kirtland suggested a County review period of 15 days for response.

Chairman Baughman suggested the amendments either be tabled or adopted with the change to the case of subdivisions.

City Manager Arnold noted changes to the sewer regulations require a 30-day notification so the resolution, if approved, will need to be reaffirmed after 30 days. It was suggested that the two managers work on a new draft with the addition of the inclusion of the County's consideration for subdivisions, and add the words "and not limited to".

Chairman Baughman advised that the applicant should know up front that there is a requirement that both bodies must review in advance of the subdivision process.

Commissioner Bishop agreed that this should be tabled and a new resolution drafted.

Mr. Harry Smith, 798 21 ½ Road, addressed the two governing bodies. He said he was annexed and then de-annexed; no one can produce the minutes of the meeting where he was zoned commercial and had to go to Planning Commission and get it changed to R-2. Then without his knowledge, it was changed back to industrial. At the time, he was told the sewer was never going to be hooked up so he put in a septic system. Chairman Baughman asked him to come back to the microphone and speak under item #3,

Valerie Robinson, Assistant County Attorney, asked for clarification on the amendment to the sewer regulations to ensure the County must actually approve or disapprove; it is not just an objection period. Mr. Arnold assured her the draft would include affirmative action.

In conclusion, Chairman Baughman said the City and County staff will work on a new Joint Resolution of the City Council and the County of Mesa Amending the Wastewater Regulations, Section 4, System Expansion; (b) Types of system expansion; (2) Developed Areas for consideration in August.

City Manager Arnold asked that the boards move to item #3, as the advertising for the public hearing was published for 7:00 p.m.

## **2. Public Hearing on the Consideration of Expanding the 201 Sewer Service Area to include the Area around H Road and 21 ½ Road**

The public hearing was opened at 7:31 p.m.

Kurt Larson, Mesa County Planning Director, reviewed this item and the history of the review. There are a couple of areas at 21 ½ Road and 22 Road at H Road that are already developed and County Staff feels that they need to be brought into the 201 boundary. There was a neighborhood meeting and letters were sent out asking about zoning to ensure the County was aware of any differences between zoning on the books and zoning on property deeds. No letters were received back to indicate there are any other differences in zoning than what the County maps indicate.

City Utilities Manager Greg Trainor then discussed the proposed sewer extension into the area. Mr. Trainor stated that there is sufficient capacity in the Persigo plant to accept these properties, the sewer extension would only occur if the property owners desire and initiate action. A requirement would only be triggered with development and expansion. The cost to extend the sewer would be expensive per lot, approximately \$17,000 to \$46,000 per lot and would be borne by the property owners.

Chairman Baughman asked about the possible use of SSEP funds. Mr. Trainor responded that would be a policy decision, currently the policy is to use it in residential areas within the existing 201 boundary.

Commissioner Bishop asked if the SSEP policy allows for a 30% subsidy. Mr. Trainor said yes but even with the subsidy, the sewer extension will be expensive. Councilmember Enos-Martinez noted that the criteria for use of those funds would have to be amended. Councilmember Hill further noted that it would be a shift from just residential assistance to commercial assistance. Mr. Trainor concurred.

Chairman Baughman recalled that there are still areas in the 201 on septic. Mr. Trainor agreed and advised that when the funds were allocated, specific areas for the program were established. Council President Spehar said there are no criteria that excludes commercial, it just happened to work out that way.

County Planning Director Larson stated the area in question is significantly developed in industrial use and it is important to recognize that, under the Persigo Agreement, it would be better to have this area served by sewer if there is any expansion or further development. County staff recommends that it be included in the 201 boundary and they believe City staff concurs.

Council President Spehar noted that this request was initiated by the County.

Chairman Baughman said the County's concern was when the Job Site project went through there was no way to hook onto the sewer system since it is outside the service boundary.

Councilmember Enos-Martinez noted if the properties were within the 201 boundary then when development occurs, hookup would be required at the expense of the owners. Mr. Larson said Staff could then look at other options.

Chairman Baughman asked for public comments.

Carol Jane Denton, 802 21 ½ Road, opposed the proposal saying a sewer hook-up would cost more than what they paid for their home. She said she has a petition against the procedure that she has just started circulating. When asked if she attended the neighborhood meeting, she said yes and the cost of sewer installation to her home was estimated at \$9,500 to \$11,400. Council President Spehar advised she would not have to hook up to which Ms. Denton replied that she would if her system fails. Ms. Denton submitted the petition to the City Clerk.

Harry Smith, 798 21 ½ Road, again said he was annexed without notification and his taxes went up. He noted the sewer line is on the other side of the road and he cannot run it across the road.

Mike Dawson, 2150 H Road, advised that his septic system is in great condition and he is against the sewer system being installed in his area. On behalf of Mr. Harry Smith, he stated that Mr. Smith was not notified until 21 days after he was annexed. Mr. Dawson said he was against the development of Job Site, and feels that a sewer extension will cause more development. The cost to install is prohibitive, about \$17,000 just to bring it to his property.

Councilmember Enos-Martinez reminded the audience that the City did not initiate this.

Mr. Dawson advised that the property owners were stunned at the neighborhood meeting and no one was in favor.

Council President Spehar explained that inclusion into the 201 boundary does not trigger annexation; development does and if the septic lasts another ten years, connection to the sewer will not be required until then. Mr. Dawson countered that even if he does not hook-up, an improvement district can be formed which forces him to pay his apportioned cost.

Chairman Baughman explained how the situation came to be; 20 years ago, the industrial and commercial development was allowed by the County and it is outside the 201 boundary. It should have never been allowed. Mr. Dawson noted that most of the properties have been developed in the last six years. Mr. Baughman said it was the zoning that allowed that development and agreed it should not have been approved.

Rich Livingston, an attorney representing Earl and Charlene Kip, who own a vacant piece of ground in the area, said his clients are an elderly couple. The Kips have said that if the rest of the people want the sewer they would not object and they understand it is common sense that sewer is better health-wise than a septic system. However, their concern is that by including this area in the 201 boundary and if a majority elects not to form a district, then the Kips will have to pay the entire cost if they ever want to develop. Council President Spehar replied that they won't have to hook up under the new variance criteria, if they are not within 400 feet.

Randy Kelly, 849 21 ½ Road, would like to see it brought to a vote with the property owners.

Dennis Lucas, 848 21 ½ Road, advised that Mr. Kip already has an option with Job Site for development.

Charlie Raley, 806 21 ½ Road, owns Raley Warehouse, and is considering redeveloping but would have to table that because of the costs if this is adopted.

Bond Jacobs, 888 21 Road, said he owns Job Site and can clear up the Kip's question. He would not exercise his option on the Kip property if he would have to pay for sewer. He has spoken with the sewer plant people to find out if he could pay to put sewer up there himself because he needed a pumping station. If this had happened two years ago, all the businesses that have gone in would have paid their fair share. Mr. Jacobs said he stood in front of the County Commissioners and asked if sewer was going to go in there. He wanted to build it the right way back then.

Vernon Pace, 844 21 ½ Road, built an industrial building in February of this year, and is opposed to the sewer. At the neighborhood meeting on June 18, it was said the depth of the sewer would be six foot, but his building sits below the road surface, and the sewer line would have to be below that. He would not get gravity flow and would need an individual pumping station for his building.

Glen Larson, 836 21 ½ Road, stated he put in a septic system. He would have installed sewer connections before and spread the costs out to the various developments, which would have been different. At this point, he prefers no sewer.

There being no further public comments, Chairman Baughman closed hearing at 8:32 p.m.

Chairman Baughman expressed that an extension of the 201 to this area makes sense, and idealistically it should be done, but since the property owners do not want it, he is not in favor of pursuing it. He admonished the former Commissioners for their negligence in allowing this development outside the 201 boundary and creating this problem. Commissioner Bishop agreed, if it is not supported he cannot support it but noted it will happen at some point in time and will not cost any less. He shared the Chair's concerns, but worried they may be forced if the situation gets worse. He agreed not to support it at this time.

Commissioner Genova said the area should probably be within the 201 boundary, and when land use decisions come forward, she did not want the friction, but if there is not support for it, she can't support it even though she believe it needs to be done and thought eventually it would have to be done. She clarified that inclusion in the 201 boundary will not trigger annexation or require existing residents to hook-up to the sewer.

Councilmember Enos-Martinez added that any expansion could trigger either one. Ms. Genova countered that there will be a variance process in place for those situations.

Councilmember Kirtland noted that these two bodies discussing planning issues are unprecedented and he applauded staff for bringing this issue forward.

Council President Spehar stated the real issue is the appropriateness of industrial development in rural areas, not about forcing businesses into the City. There may need to be discussions if there is any further request for development in that area.

Commissioner Bishop moved that consideration of expansion of the 201 Sewer Service Area to include the area around H Road and 21 ½ Road does not go any further at this time. Commissioner Genova seconded. Motion carried.

Councilmember Kirtland moved same motion. Councilmember Enos-Martinez seconded. Motion carried unanimously.

The Chairman called a recess at 8:47 p.m.

The meeting reconvened at 9:00 p.m. Councilmember McCurry was no longer at the meeting.

### **3. Budget and Policy Issues**

#### **a. Update on the Clifton Sanitation #2 Proposal**

City Manager Kelly Arnold advised that he received a letter from Clifton Sanitation District #2 regarding their desire to have the District hook into the Persigo system if it meets their criteria. They have provided their financial analysis of the proposal and staff is asking permission to provide to the Sanitation District the Persigo financial analysis. The plan is to give them the best proposal given current policies. Then if the Sanitation District still wants to pursue the possibility, staff will begin negotiations.

Councilmember Hill said he is in favor of giving the Sanitation District the information. Councilmember Kirtland asked about the timeframe. City Manager Arnold answered that the District is on a short timeline; they have been waiting and will want to respond quickly.

Council President Spehar asked for assurance that capacity in the Persigo plant is available. Mr. Arnold confirmed that there is capacity. Commission Chair Baughman questioned the capacity. Mr. Arnold stated that there are capacity improvements planned, and the feasibility study will include the impact.

Larry Beckner, attorney representing the District, introduced the board member, the assistant manager and manager that were present. He explained the reason for the request and the time situation. He noted the numbers are easy; it is the political issue that needs discussion. If they cannot come to an agreement, the numbers won't

matter. He requested that a County Commissioner and a City Councilmember sit down with the Clifton Sanitation District Board to discuss the matter.

Commissioner Genova agreed to let staff put numbers together but thought the District Board needs to go to its citizens. Mr. Beckner said the Sanitation District Board needs to know what position the Persigo Board will take before they try to sell the proposal to the citizens. However, any further delay will drive the decision.

Council President Spehar advised that it would be based on the policy in place, that is, the Persigo agreement.

Mr. Beckner explained that at the June 30<sup>th</sup> workshop he thought he understood that there were three options, 1 – expand the 201 boundary, 2 – consider servicing Clifton as an out of district customer, or 3 – go by the Persigo agreement. If indeed the position will be to go by the Persigo agreement, that's fine. They will go forward with that.

Commission Chair Baughman agreed noting that any other direction would precipitate a change to the Persigo agreement. He reminded Mr. Beckner that Clifton Sanitation asked to be taken out of the 201 boundary.

Commissioner Genova said she has no problem giving the financials to Clifton Sanitation. The rest of the County Commissioners concurred, as did the City Council.

#### **b. Update on the Special Sanitation District Proposal**

City Manager Kelly Arnold referred to the packet and summarized that the staffs and the representatives are no closer to the cost-sharing for capital improvements question than they have been for two years for a variety of reasons. He said if the governing bodies are wanting the group to find a way to meet everyone's needs, it might take a facilitator. Costs of a facilitator were discussed with Mr. Arnold suggesting a 1/3 cost sharing formula between the three entities.

County Administrator Bob Jasper said the group has made considerable progress but he agrees with Mr. Arnold's recommendation, mediation will help with the details.

Mr. Beckner had a different perspective; he was disappointed at the lack of progress. Again, he mentioned the new proposed intergovernmental agreement that he drafted which gets rid of all the old outdated agreements. He admonished the governing boards for using the cost share as "carrot" for dissolution, noting that dissolution would take a vote. He said if a third party is needed, he would suggest Bill Ela, a former judge, to act as a mediator.



Chairman Baughman agreed that dissolution was not a part of the original cost-share discussion.

Commissioner Bishop said it is time to get something going and recommended the parties put together a proposal for a mediator and associated costs.

Mr. Beckner asked if it could be submitted to each entity separately for a decision rather than waiting for another joint meeting. The governing bodies agreed.

Council President Spehar agreed and although he thinks a lot of Bill Ela he feels the facilitator needs to be someone with a fresh perspective, and not local. Commissioner Bishop agreed.

Commission Chair Baughman concluded the discussion by directing staff to draft a process and suggest consultants.

**c. Report on the Septic System Elimination Program**

Utilities Manager Greg Trainor referred to the summary provided. He noted that the Septic System Elimination Project has been a huge success and so far they have constructed 15 miles of sewer line and eliminated a number of septic systems. Councilmember Hill commended the staff and applauded the report. Councilmember Kirtland concurred and noted that the program has exceeded expectations.

Commissioner Bishop asked about another loan to fund the program. Mr. Trainor answered that the long-term plan is to eliminate 1800 septic systems. The program has been so popular they want to borrow more to speed it up and do it quicker. The loans can then be repaid by revenues from the new customers. Mr. Arnold said if the interest rates with the Authority are not lower than commercial sources, there is always that option.

**d. Update on Staff Efforts with the Grease and Biosolids Issues**

Pete Baier, County Public Works Director, advised that with the environmental concern on the production of methane at the landfill, there is a deadline to find an alternative situation. He and the committee, which includes area residents, are moving forward and they will have their second meeting on July 21<sup>st</sup>. At that time, they will look at what others are doing and discuss using the site at the landfill.

Mr. Baier then addressed grease disposal. He reminded the governing bodies that they have talked about privatization of this service. The landfill cannot take grease and using a hazardous waste facility is cost prohibitive. He will continue to work on this.

Commission Chair Baughman suggested that they raise the rates for grease disposal at Persigo, which will make privatization more feasible. Council President Spehar agreed.

City Public Works & Utilities Director Mark Relph believes they need to address this issue soon. The plant's discharge permit will be at issue if they don't act soon.

Commissioner Genova agreed they should raise rates to give the private sector an incentive to get into the business. Mr. Relph agreed that could be considered but raising the rates would have to be discussed with affected customers. Councilmember Kirtland suggested that no new customers be accepted. Mr. Trainor advised that the City is looking at installing a grease treatment facility at the sewer plant and charging around 12 to 13 cents per gallon. City Manager Arnold said the issue will be addressed in the next year or two.

#### **4. Issues Raised from the Mayor's Letter of 2002**

The Commissioners presented the City Council with a written response to the letter from former Mayor Cindy Enos-Martinez. One copy was submitted (attached).

Commissioner Genova advised that the Job Site development is a prime example of the issues addressed in the letter. There are areas in the County's jurisdiction that are outside the 201 boundary but have higher intensity zoning. Council President Spehar said they thought the County was attempting to quantify areas where this might be the case. Commissioner Genova agreed that needs to be done because the County respects zoning that is on the ground. Council President Spehar inquired if any progress has been made on mapping those areas. Advanced knowledge of these problem areas will benefit a solution. County Administrator Bob Jasper said one way to proceed, which will take the City's help, is to go through maps and see if there are areas of concern and do title searches. The staff can bring the problem areas back to the governing boards. Chairman Baughman noted that many of the problems occurred during the time when there was a joint City-County planning department.

County Planning Director Larson identified several different issues that have caused these problems. He suggested that the resolution could either be to make the change administratively if reaffirming or hold a public hearing and resolve the issue.

Council President Spehar said he does not know the solution until the information is provided and can be reviewed. He asked staff to expedite the process.

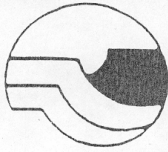
#### **Other Business**

There was none.

#### **Adjournment**

The meeting was adjourned at 10:15 p.m.

Stephanie Tuin, MMC  
City Clerk



Mesa County, Colorado  
**BOARD OF COUNTY COMMISSIONERS**

District 1 - James (Jim) R. Baughman (970) 244-1605  
District 2 - Tilman "Tillie" Bishop (970) 244-1604  
District 3 - Doralyn B. Genova (970) 244-1606

Copy to: Dan W.  
John S.  
Mark K.  
Greg T.  
Kelly H.  
Stephanie T.

P.O. Box 20,000 • 544 Rood Avenue • Grand Junction, Colorado 81502-5010 • FAX (970) 244-1639

sm 7/11/03

July 10, 2003

Mr. Jim Spehar, Mayor  
Ms. Cindy Enos-Martinez, Past Mayor  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

RE: Letter of November 8, 2002

Dear Mayor and Ms. Enos-Martinez:

Thank you for your letter of November 8, 2002. Please accept our apologies for the delay in responding in writing. Your letter asked a variety of questions. This letter attempts to answer the questions in the form asked. Our responses are as follows:

*What does the County believe the City's role should be when there are development applications in the Joint Urban Planning Area that are inconsistent with the Growth Plan or that request a change in zone?*

It is expected that at a minimum, the City would comment on the particular project. Depending on whether the project is inside or outside the boundaries of the 201 area, the City may be the primary processor of the application. For those rare projects where the project is outside the 201 Boundary, but inside the Joint Urban Planning Area, it is expected that the City will comment and if a continuing disagreement occurs, follow the steps outlined in the Persigo Agreement for an objection.

*Will the County support new commercial development in the Joint Urban Planning Area on parcels that were not commercially zoned prior to the Persigo Agreement being adopted?*

The County will support the development provided for in the Mesa County Land Development Code. Please be assured that there will be no rezoning that is not in conformance with the Master Plan.

Mr. Jim Spehar, Mayor  
Ms. Cindy Enos-Martinez, Past Mayor  
July 10, 2003  
Page 2 of 2

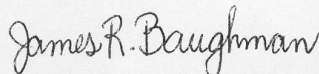
*What is the appropriate method of resolution when the City and County disagree on interpretation of any portion of the Persigo agreement and how should that method of resolution be triggered?*

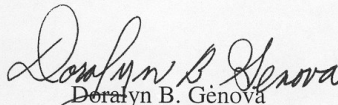
On those rare occasions where there is a disagreement between the City and the County, we would hope, first, that staff would attempt to work out the disagreement. If staff fails, it is anticipated that the respective administrators would attempt to work out the problem. If the administrators also fail, then the Board and Council may meet to discuss the issue. If this also fails, the Persigo Agreement provides for a specific procedure for resolving disagreements.

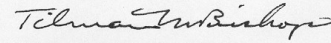
We hope this answers your questions. If there are further questions, or you would like an expansion on the answers provided, perhaps we can have a further discussion at that time.

As always, it is a pleasure working with you.

Sincerely,

  
James R. Baughman, Chair  
Board of Commissioners

  
Doralyn B. Genova  
Commissioner

  
Tilman M. Bishop  
Commissioner

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

**SEPTEMBER 3, 2003**

The City Council of the City of Grand Junction convened into regular session on the 3rd day of September 2003, at 7:30 p.m. in the City Auditorium. Those present were Councilmembers Harry Butler, Cindy Enos-Martinez, Bruce Hill, Dennis Kirtland, Bill McCurry, Gregg Palmer, and President of the Council Jim Spehar. Also present were City Manager Kelly Arnold, Assistant City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Spehar called the meeting to order. Councilmember Hill led in the pledge of allegiance. The audience remained standing for the invocation by Pastor Jim Hale, Spirit of Life Christian Fellowship.

**PROCLAMATIONS / RECOGNITIONS**

"HABITAT FOR HUMANITY IN MESA COUNTY" WEEK

**PRESENTATION OF CERTIFICATES OF APPOINTMENT**

TO REAPPOINTED MEMBER OF THE URBAN TRAILS COMMITTEE

Robert Traylor was present and received his certificate of appointment.

**SCHEDULED CITIZEN COMMENTS**

There were none.

**CONSENT CALENDAR**

It was moved by Councilmember Palmer, seconded by Councilmember Enos-Martinez, and carried by a roll call vote, to approve Consent Calendar Items #1 through #5.

**1. Minutes of Previous Meetings**

*Action: Approve the Summary of the August 18, 2003 Noon Workshop, the August 18, 2003 Workshop, and the Minutes of the August 20, 2003 Regular Meeting*

**2. Setting a Hearing on Zoning the Antietam Annexation Located at 260 & 262 26 ¼ Road [File #ANX-2003-122]**

The Antietam Annexation consists of 9.146 acres of land that is located at 260 &

262 26 ¼ Road and currently consists of two (2) parcels of unplatted land that each contains a single family home. The petitioner's intent is to annex and then develop the property as a 25 lot residential subdivision with a density of less than four (4) dwelling units per acre.

Proposed Ordinance Zoning the Antietam Annexation to Residential Single Family 4 (RSF-4) Located at 260 & 262 26 ¼ Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for September 17, 2003*

**3. Setting a Hearing on Zoning the Elliott Annexation Located at 3082 D ½ Road [File #ANX-2003-156]**

Introduction of a proposed zoning ordinance to zone the Elliott Annexation, a parcel of 1.1551 acres, located at 3082 D ½ Road to RMF-5, Residential Multi-family not to exceed 5 du/ac.

Proposed Ordinance Zoning the Elliott Annexation to RMF-5 Located at 3082 D ½ Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for September 17, 2003*

**4. Setting a Hearing on the Holton Annexation Located at 641 29 ½ Road [File #ANX-2003-169]**

The 6.2142 acre Holton Annexation is located at 641 29 ½ Road. The applicant is requesting annexation into the City and a zone district of RMF-5, Residential Multi-family not to exceed 5 units per acre.

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

Resolution No. 80-03 – 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, Holton Annexation Located at 641 29 ½ Road

*Action: Adopt Resolution No. 80-03*



**b. Setting a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Holton Annexation, Approximately 6.2142 Acres, Located at 641 29 ½ Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for October 15, 2003*

**5. Setting a Hearing on Vacating a Portion of the Right-of-Way for 24 ¾ Road**  
[File #VR-2003-162]

The petitioner is requesting approval of vacation of a portion of the dedicated right-of-way for 24 ¾ Road, located between River Road and the Blue Heron Trail. The Planning Commission reviewed the request on August 26, 2003, and recommended approval of the vacation to the City Council.

Proposed Ordinance Vacating a Portion of the 24 ¾ Road Right-of-Way Located Between River Road and the Blue Heron Trail

*Action: Introduction of Proposed Ordinance and Set a Hearing for September 17, 2003*

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

The Mayor announced that Council would be discussing the matter of Referendum A under "Other Business."

**Bid Approvals for the 2003 Curb, Gutter and Sidewalk Replacement and for the North Terrace Drive Sewer Improvement District** (Items a and b may be awarded under one motion.)

**a. 2003 Curb, Gutter and Sidewalk Replacement**

Bids were received and opened on August 19, 2003 for the 2003 Curb, Gutter and Sidewalk Replacement. The low bid was submitted by Vista Paving Corporation in the amount of \$136,104.50.

**b. North Terrace Drive Sewer Improvement District**

Award of a construction contract for North Terrace Drive Sewer Improvement District to MA Concrete Construction in the amount of \$104,596.00. Since this district is in the unincorporated area, this award is contingent upon the County Commissioners forming the sewer improvement district on September 4, 2003.

Mark Relph, Public Works and Utilities Director, reviewed both of these items. He detailed the curb, gutter and sidewalk improvements and informed Council that the project was under budget. He then explained the process the City uses when awarding contracts and the County is forming the district. Mr. Relph noted that this project falls under the Septic System Elimination Project. He next gave an overview of the program and the number of septic systems that have been eliminated.

Councilmember Palmer asked if all the curb, gutter and sidewalks are replacements. Mr. Relph answered affirmatively.

Councilmember Kirtland asked if the Septic System Elimination Project pays for a part of this project. Mr. Relph replied that the City pays for 30 percent of the project out of the Persigo fund.

Councilmember Kirtland moved to authorize the City Manager to execute a construction contract for the 2003 Curb, Gutter and Sidewalk Replacement to Vista Paving Corporation in the amount of \$136,104.50; and to authorize the City Manager to execute a construction contract for the North Terrace Drive Sewer Improvement District to M.A. Concrete Construction in the amount of \$104,596.00 contingent on the formation of the District by the Mesa County Board of County Commissioners. Councilmember Hill seconded the motion. Motion carried.

### **Setting a Bond Election for the Riverside Parkway**

The Public Works staff, consultants, and a citizens' advisory group have worked on this project for several years. The project is needed to reduce current and projected traffic congestion along the I-70 business loop and other through-town corridors. The bonds are to be repaid from the City's General Fund Revenues and are expected to be repaid from Sales and Use Taxes of the City's General Fund and Sales Tax Capital Improvement Fund.

Mark Relph, Public Works and Utilities Director, explained the project, the reason for the project, and then reviewed the possible construction strategies. He noted that the Citizen Survey indicated that traffic and congestion were two very important issues with the citizens. He said the Chamber of Commerce recently performed another survey specifically targeting this project and received favorable responses.

Mr. Relph stated the goals for the project were: System flexibility, reduced traffic congestion, safe and efficient alternate routes, free flowing traffic movements at critical connections, safety and efficiency, and eliminating at-grade railroad crossings. He explained that many of the specific recommendations resulted from the West Metro Study that had been performed.

Mr. Relph said to complete the entire loop the City of Grand Junction would need to forge partnerships with the GVRTC, Mesa County, CDOT and the Railroad. He stressed the issue at hand is to bond now rather than later, the timing is good for construction and bond rates are at a 40-year low.

Councilmember Palmer inquired about the 1601 Process currently in process for the interchange at 5<sup>th</sup> Street. Mr. Relph replied that the City is working with the State to determine the location for the connection, but Staff is confident that a location for the connection would be identified, and that the estimated costs would be sufficient to cover that part of the route.

Ron Lappi, Finance and Administrative Services Director, reviewed the proposed resolution that sets the election and sets the ballot title. He pointed out that the second sentence in the question says that there would be no increase in or any new taxes to repay the debt on the bonds. He said the question clearly states that the bond issuance would accelerate the construction of the Riverside Parkway from 24 Road to 29 Road. He explained the City would not be able to issue the bonds all at once, 85 percent of the bond amount must be issued within three years, and that the project would not be completed in that time frame. A second bond issue would be done about three years later. He said the entire cost of the project was included in the question as presented. When asked, Mr. Lappi discussed the option of bonding for the construction versus paying for the project as a “cash as-it-is built”. He said the total cost would be about the same in both cases, but it would take about twenty years to complete the project when build as “cash as-it-is-built”, where as the project and roadway would be completed within eight years, when financed by bonds.

Councilmember Hill asked Mr. Lappi to clarify and confirm that the City would not be spending all of its capital funds on this project. Mr. Lappi confirmed to Council that only about 25 percent of the capital funds would be spent to repay the debt. He said the two financing options were pretty much a wash. He stated that all other capital projects in the ten year Capital Plan would still be completed.

Councilmember Kirtland commented that these funds were already budgeted for this project and all the other Capital Improvement Projects would be completed.

Councilmember Hill pointed out that people could enjoy the Riverside Parkway 14 years sooner when financed by bonds.

Mr. Lappi continued explaining that when the analysis of the construction costs were performed, it revealed that the interest rate in effect when the bonds are issued would most likely be lower than the construction inflation rate would be for the duration of the project. He said it was rare that a project like this could be accomplished at such a low interest expense.

Councilmember Hill asked Mr. Lappi if there were any general fund debts. Mr. Lappi replied that the City has been debt free for a number of years; the City only had a small debt when purchasing the Jarvis property a few years ago and that has been repaid.

Council President Spehar asked Mr. Lappi to read the entire ballot question for the audience's benefit. Mr. Lappi proceeded to read it.

Mayor Spehar next opened the floor for public comments.

John Elmer, Chair of the Design Action Committee for Riverside Parkway, said he'd met with Council and other parties for over a year and felt he was very well informed. He said he polled over half the members, and they all supported bonding overwhelmingly. He said he just wanted to voice two of his concerns:

1) He felt the picture as presented would lead people to believe the location of the alignment was determined, but actually no decision had been made as of yet, and the alignment would not be as far south as shown on the graphic.

2) The publication issued led people to believe funds could be used for other projects as well, and he asked Council to make that message clearer.

He said he personally supports the project and felt it would solve a lot of problems. He appreciated that the City was not asking developers to pay for the project. He said many residents outside the city limit often wonder how the sales tax they pay to the City was used, this project shows the use of those funds and that the project does not only benefit city residents but the whole community.

Mike Stahl, Chair-elect to the Chamber of Commerce, told Council that this issue was also discussed at their past board meeting and the board unanimously supports the bonding process and that it is a top priority for the Chamber. He said the project was a good public value and it made sense to go forward with the bonding.

Ann Driggers, President of the Grand Junction Economic Partnership, agreed with Mr. Stahl and said at their board meeting the board members also unanimously supported the issuance of bonds. She felt this project would enhance the area and would open up new areas for development.

Linda Smith, Western Colorado Contractors' Association, said she wanted to comment regarding the competitive bids. She wanted to know how much of the work would be done by local contractors. She said she represents more people that are for the project than are against it but was wondering who was going to do the work and what the impact would be on the local contractors. She felt the way the project was presented that it was a win-win situation, but wanted to know what the catch was. She felt more education was needed, that the project looked great, but that it needed to be more defined.

Council President Spehar said he felt the City had demonstrated, like with the recent storm sewer project, to do bid segments that are within the capabilities of the local contractors, and the City would take the same approach with this project.

Mr. Relph agreed with Council President Spehar and felt that the City had demonstrated the desire to make projects within the scope of the local contractors. He said some major structures might draw national contractors' attention, but there would be plenty of work for local contractors for several years.

Councilmember Palmer didn't feel the wording as being misleading and read the first part again. He said it was crystal clear that there wouldn't be any increases or additional taxes to repay the bonds.

Councilmember Kirtland repeated that the cash flow would be the same either way, and felt there would be some savings and cost benefits by doing the project in a shorter time.

Councilmember Hill asked how would Council know where and if the road would be built, how the money would be spent, and if the project could even be done in six to eight years. Mr. Relph assured Mr. Hill that the City knew the location of the parkway, except for the Highway 50 connection, that the City was working with the State, and it would involve River Road, D Road, and 29 Road, and that all was set to go forward as soon as financing was in place.

Council President Spehar said about 8,000 to 10,000 cars per day already cut through the Riverside neighborhood. Mr. Relph said he would like to do that neighborhood piece of the project first. He said he received lots of questions from area residents why the bypass hasn't been done sooner. He said regarding the time frame, the City has a consultant helping with the 1601 Process and they agree that the project can be done in six to eight years. He said the piece of road that would be the interchange connecting 29 Road to I-70 would take the longest; and that portion of the project was the reason why there was an eight-year time frame. He reiterated that the amount of the bonds would also provide funding the City's share of that piece of the project.

Councilmember Kirtland noted that this project had received a lot of public involvement, like a number of meetings, etc.

Mr. Relph agreed and said one thing the City does very well was to reach out and involve and inform the public about these types of projects, and the City was trying to engage the affected parties to carve out the solution. He said there had been dozens and dozens of meetings over the years, that the project was well supported by the community, and it would protect the quality of life in the valley.

Council President Spehar said as a final piece of due diligence, in the last week a telephone survey was conducted and the results were clear. He said out of 213 people 59 percent responded that traffic issues were severe or moderately severe, 85 percent felt another cross town connection was needed, 71 percent favored bonding, and 87 percent preferred to have the project finished in six to eight years instead of 20 years.

Council President Spehar referred to some discussion on the part of the underwriters about putting a TABOR related question on the ballot, but felt there was no need for that, since the project was financed by existing revenues and not by new taxes.

Resolution No. 81-03 – A Resolution Calling a Special Election in the City of Grand Junction, Colorado Concerning the Issuance of Bonds to Finance the Riverside Parkway; and Providing Other Details Relating Thereto

Councilmember Enos-Martinez moved to adopt Resolution No. 81-03, calling a special election and setting the ballot title to build the Riverside Parkway. Councilmember McCurry seconded the motion. Motion carried by a unanimous roll call vote.

**Intergovernmental Agreement with Mesa County for Participating in the November 4, 2003 Coordinated Election**

Approve an Intergovernmental Agreement with the Mesa County Clerk and Recorder for the City to participate in the Coordinated Election scheduled for November 4, 2003. The City is placing a bond question for the construction of the Riverside Parkway from 24 Road to 29 Road on the ballot.

Stephanie Tuin, City Clerk, presented this request. She explained the reason for the agreement was to place the question just approved on the November 4, 2003 ballot. The cost of the contract with the County is estimated at \$30,000.

Councilmember Kirtland moved to authorize the City Clerk, as the designated election official, to sign the Intergovernmental Agreement with the Mesa County Clerk and Recorder to allow participation in the 2003 Coordinated Election. Councilmember Hill seconded the motion. Motion carried.

**Public Hearing – Lutheran Church Rezone, Located at 628 26 ½ Road and a Portion of 632 26 ½ Road** [File #RZ-2003-096]

Petitioner is requesting to rezone approximately 2.37 acres from PD (Planned Development) (.59 acres) and RSF-1 (Residential Single Family not to exceed 1 du/ac) (1.78 acres) to R-O (Residential Office).

The public hearing was opened at 8:33 p.m.

Senta Costello, Associate Planner, reviewed this item. She discussed the plans for the property, and stated that the rezone request met the rezone criteria for the surrounding zoning.

Councilmember Hill asked what R-O stood for. Ms. Costello explained R-O was the code designation for Residential Office, and that designation wouldn't allow retail businesses. She said there are specific standards for landscaping, parking, etc. Councilmember Hill asked her if a PD designation would also work. Ms. Costello replied it would but the site didn't warrant that designation. Councilmember Hill asked if the request must meet all criteria, but felt it didn't meet the first criteria, and asked why the zoning designation was not in error as outlined in the Staff Report.

Ms. Costello explained said the property was zoned as a PD-12 with no particular plan on the books. Councilmember Hill asked her why then the designation was not in error. Ms. Costello replied there only was a change in character.

Bob Blanchard, Community Development Director, explained the PD Zone was not in error but had evolved since the 1980's, and that the PD District didn't mean anything without a plan.

Councilmember Hill asked if the developer could have done a plan. Mr. Blanchard said yes, but the plan then would have had to be amended.

John Shaver, Assistant City Attorney, explained that the criterion was very subjective and problematic in this case. He said it was appropriate to rezone the site.

Councilmember Hill asked what the change in character was. Ms. Costello said the designation would still be residential, but at a higher density to provide a buffer zone. She said R-O districts are along Patterson Road and are already developed. She said the applicant wanted to build medical offices at the site.

Councilmember Kirtland asked what some of the restrictions in R-O were. Ms. Costello said the building cannot exceed 10,000 square feet, the maximum height was 35 feet, the building must be two-and-a-half stories or less, must be compatible with the surrounding neighborhoods, have the same roof pitch, and the same character.

Council President Spehar asked if the applicant was present.

Mike Joyce, Development Concepts, 2764 Compass Drive, said he represents the applicant and Section 3.4 states the purpose of an R-O district, and that they understood the intent of the Code, that it must be compatible with surrounding residential neighborhoods. He said the requirements for an R-O zone are pretty much the same as for a PD zone designation. He then detailed their thought process for requesting an R-O zoning. He next introduced the developer, Jim West, and the engineer. Mr. West said the reason they selected the R-O zone designation was

because of the restrictions, and that they wanted the building to be a single story with a residential look, and for the exterior to match the adjacent residential areas. He said the plan was to share the parking area with the church.

Mike Joyce said a neighborhood meeting was held, with 20 neighbors attending. He said the attendees were more interested in traffic patterns and access issues, and the neighbors were satisfied that they took their comments to heart.

Councilmember Hill wanted to know why a transition was wanted.

Mr. Joyce explained that the area to the south was developed as a high-density residential area, where to the north there were low-density one-acre lots. He felt this designation would be a transition between those two areas and the high-density use designation of the church.

Councilmember Kirtland pointed out that the canal was a natural barrier and that there was also a substantial change in grade.

There were no public comments.

The public hearing was closed at 8:55 p.m.

Ordinance No. 3570 – An Ordinance Rezoning the Property Known as Lutheran Church Located at 628 26 ½ Road and a Portion of 632 26 ½ Road to R-O

Councilmember Enos-Martinez moved to adopt Ordinance No. 3570 on Second Reading and order it published. Councilmember Kirtland seconded the motion. Motion carried by a roll call vote with Councilmember Hill voting NO.

**Public Hearing – Grand Valley Circulation Plan B ¾ Road Revision (Formerly the Major Street Plan)** [File #PLN-2003-129]

District Map or an Amendment to the adopted Grand Valley Circulation Plan (Formerly the Major Street Plan) changing the classification of B ¾ Road (from 28 ½ Road to 29 Road) from Residential Collector to Local Road. This proposed amendment to the Grand Valley Circulation Plan reflects a downgrade in street classification due to a reduction in projected traffic volumes with the realignment of UnawEEP Avenue and the reconfiguration of a number of local streets with the proposed UnawEEP Heights Subdivision. The applicant for the UnawEEP Heights Subdivision requests and supports this change in roadway classification. The City of Grand Junction Planning Commission recommends approval of this amendment. The Mesa County Planning Commission approved this amendment.

The public hearing was opened at 8:56 p.m.



Mark Relph, Public Works and Utilities Director, reviewed this item. He explained the change of the roadway and the reason for the change in classification of the roadway from a residential collector road to a local road. He said Staff supports the change.

Councilmember Kirtland asked what the names of the streets were. Mr. Relph said he didn't know, that the names would be up to the Mesa County Public Works Department. He then was asked what the dotted line on the map meant. Mr. Relph was not sure what it meant.

There were no public comments.

The public hearing was closed at 9:01 p.m.

Resolution No. 82-03 – A Resolution Amending the Grand Valley Circulation Plan by Changing the Classification of B  $\frac{3}{4}$  Road (From 28  $\frac{1}{2}$  Road to 29 Road) from Residential Collector to Local Road

Councilmember Palmer moved to adopt Resolution No. 82-03. Councilmember McCurry seconded the motion. Motion carried by a roll call vote.

### **Public Hearing – Amendments to Wastewater Regulations**

Amendments to Section 4, System Expansion, as discussed by the City Council and Board of County Commissioners at their Joint Persigo meeting of July 10, 2003. (This is the "variance" section.) The text incorporate the items agreed to between the Council and the Commissioners. There are also several minor housekeeping amendments. The public hearing was opened at 9:02 p.m.

Mark Relph, Public Works and Utilities Director, reviewed this item. He told Council the amendments were discussed with the County Commissioners in July and earlier. He said the amendments were housekeeping items. He explained the change to the variance criteria. He said the changes would allow for a variance to residential properties when sewer installation may be impractical. He said another change to the text was to decrease the notice timeline from 30 days to 10 days for amendment to the 201 boundary. He said Mesa County has had the proposed changes for a month and Staff anticipates that the County will adopt the changes.

Councilmember Palmer wanted Mr. Relph to confirm that no one would be required to connect to the sewer system when the septic system was working. Mr. Relph assured Council that the County Health Department would be a part of that process.

There were no public comments.

The public hearing was closed at 9:08 p.m.

Resolution No. 83-03 – A Joint Resolution of the City Council of the City of Grand Junction and the Board of County Commissioners of Mesa County Amending the Wastewater Regulations, Section 4, System Expansion

Councilmember Kirtland moved to adopt Resolution No. 83-03. Councilmember McCurry seconded the motion. Motion carried by a roll call vote.

**Intergovernmental Agreement with Mesa County for a Parking Garage in the 500 Block of White Avenue**

City Council's consideration of an agreement between the City and Mesa County for the joint ownership and construction of an employee-parking garage located in the 500 block of White Avenue.

Councilmember Kirtland recused himself from the discussion as it was anticipated that the company he works for would be constructing the garage.

Mark Relph, Public Works and Utilities Director, reviewed this item including the costs and the percentage of the City's ownership in the project. He described the structure as a five story building on White Avenue. He explained that Mesa County would be responsible for the day-to-day operation and the City and the County would be partners in ownership and operation.

Mr. Relph said providing parking for city employees and for the County Building would free up more on the street parking for the public. He said the project has not yet been through the development review, but they are looking to prepare an operation agreement within the next six months. He said Staff recommends execution of the agreement.

Councilmember Hill asked if the church to the west uses the surface parking now. Mr. Relph said yes, but the agreement would allow for discussion with the Church for parking.

Councilmember Hill asked if the parking structure would be higher than City Hall and the old Courthouse. Mr. Relph said the structure would be in scale with the surrounding buildings, but taller than the churches on either side. He said the City received some concerns from adjacent property owners about the design. He said the building would have openings on the front and back; the exposed areas would be colored aggregate with some relief design on the sides. Other materials to be used would be brick veneer, and it would have an elevator with glass in a tower and would be decorated on the street side with aluminum trim (in an attempt to add architectural features), plus it would have graffiti guard on the walls.

Councilmember Hill asked if the stall sizes would be sufficient for large vehicles. Mr. Relph explained there would be several sizes available, some would accommodate pickups, others smaller cars. The City would try to accommodate the different kinds of vehicles used by employees.

Councilmember Hill questioned the security and lighting of the structure. Mr. Relph said both items were certainly an issue. He said a passkey would be required when entering the garage and the elevator would open into the structure, which would be well lit.

Councilmember Hill asked how the funding of this project compared to what the City pays now. Mr. Relph said the City was currently paying \$25 per month per space and was leasing 65 spaces. He said it would take a while to break even, but this was a permanent solution to the parking problem. He said if the church would sell the property, the City has first right of refusal. He said the value of the church property to the City was the property without the building, but the church places the value of the property on the buildings, with three times the amount.

Councilmember Hill asked how the City was going to pay for the project. Mr. Relph replied the funds were available within the capital improvement fund.

Councilmember Palmer moved to authorize the City Manager to sign an agreement with Mesa County to purchase a portion of the land, share in the construction costs (40%) in return for 40% of the parking spaces (80), and joint ownership and operation of the parking structure. Councilmember McCurry seconded the motion. Motion carried.

Councilmember Kirtland returned to his seat on the dais.

## **OTHER BUSINESS**

Council President Spehar referred Council to the packet of information on Referendum A that included a proposed resolution opposing Referendum A. He asked Council how they would like to proceed.

Councilmember McCurry said he supports the opposition, as do most of the Western Slope legislators.

Council President Spehar explained the proposal and to inform the TV audience he read the question that will appear on the ballot. He noted that the legislators opposed the measure, as there are no provisions for mitigation of any adverse economic, social or environmental impacts of financed water storage projects.

Councilmember Hill said at the Colorado Municipal League, the position was neutral.

Council President Spehar explained that both sides were represented at the CML level, so the board elected not to take a position.

Councilmember Palmer explained that the discussion was not a symbolic stance; that this was a local issue since the City is a water provider.

Councilmember Kirtland thanked Mayor Spehar for his time spent on water issues.

Council President Spehar read the proposed resolution (see attached Exhibit A)

Councilmember Hill moved to adopt Resolution No. 84-03 opposing Referendum A. Councilmember Enos-Martinez seconded the motion. Motion carried by a roll call vote.

### **NON-SCHEDULED CITIZENS & VISITORS**

There were none.

### **ADJOURNMENT**

Councilmember McCurry moved to adjourn. Councilmember Hill seconded the motion. Motion carried.

The meeting adjourned at 9:35 p.m.

Stephanie Tuin, MMC  
City Clerk

## EXHIBIT A

### ***Proposed Resolution No. 84-03***

Whereas, the Colorado legislature has referred to voters in the November, 2003, general election a ballot measure (Referendum A) which, if passed, will authorize bonding of up to \$2B with repayment of \$4B for the purpose financing and constructing water projects, and

Whereas, Referendum A fails to specify which water projects bond proceeds would be used for, and

Whereas, the legislature's legal office has determined that Referendum A does not require mitigation of any adverse economic, social or environmental impacts caused by the construction and operation of water storage projects to be financed, and

Whereas, Referendum A and SB 236, which referred the measure to Colorado voters, do not provide for legislative oversight or approval by local governments for water projects to be financed by bond proceeds, and

Whereas, counties, municipalities, special districts and private water providers currently have available to them a variety of funding mechanisms, including revenue bonding, which are being utilized to finance and build water projects, and

Whereas, providing an additional source of revenue bonds will not increase the affordability of water projects for agricultural users and others who do not have the ability to repay those bonds, and

Whereas, proceeds of bond sold under the provisions of Referendum A would be available only to finance projects costing at least \$5M and would not assist more cost efficient smaller projects, and

Whereas, only \$100M (5%) of bond proceeds would be available to finance projects or portions of projects that would augment or improve existing facilities or conserve existing water supplies without constructing new storage facilities, and

Whereas, Referendum A has proven to be divisive at a time when all of Colorado should be working together to resolve drought and water supply issues,

Now, therefore, be it resolved that the Grand Junction City Council opposes Referendum A (Bonding Authority for Water Projects), which will appear on the general election ballot in November 2003, and urges citizens to join in that opposition.

**Attach 2**  
**Riverside School Repair Applications**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Applications to Colorado Historical Society State Historical Fund for Historic Structure Assessment and Roof Repair for the Riverside School					
<b>Meeting Date</b>	September 17, 2003					
<b>Date Prepared</b>	September 11, 2003				<b>File #</b>	NA
<b>Author</b>	Kristen Ashbeck			Senior Planner		
<b>Presenter Name</b>	Kristen Ashbeck			Senior Planner		
<b>Report results back to Council</b>		No	X	Yes	<b>When</b>	When grants awards are announced – November 2003 for Historic Structure Assessment; January 2004 for roof repair grant
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		X	<b>Consent</b>
						<b>Individual Consideration</b>

**Summary:** The City is applying for two grants from the Colorado Historical Society State Historical Fund in collaboration with the Riverside Task Force for rehabilitation of the Riverside School. The first grant (total budget \$14,000) is to complete a Historic Structure Assessment of the school. The second grant (total budget \$42,350) is to fund repair work on the roof of the building

**Budget:** The City match of \$15,000 for the roof repair and \$4,000 for the Historic Structure Assessment has already been earmarked in the City’s 2003 Program Year CDBG funds (total of \$83,400 earmarked) included in the current working budget for 2003-2004.

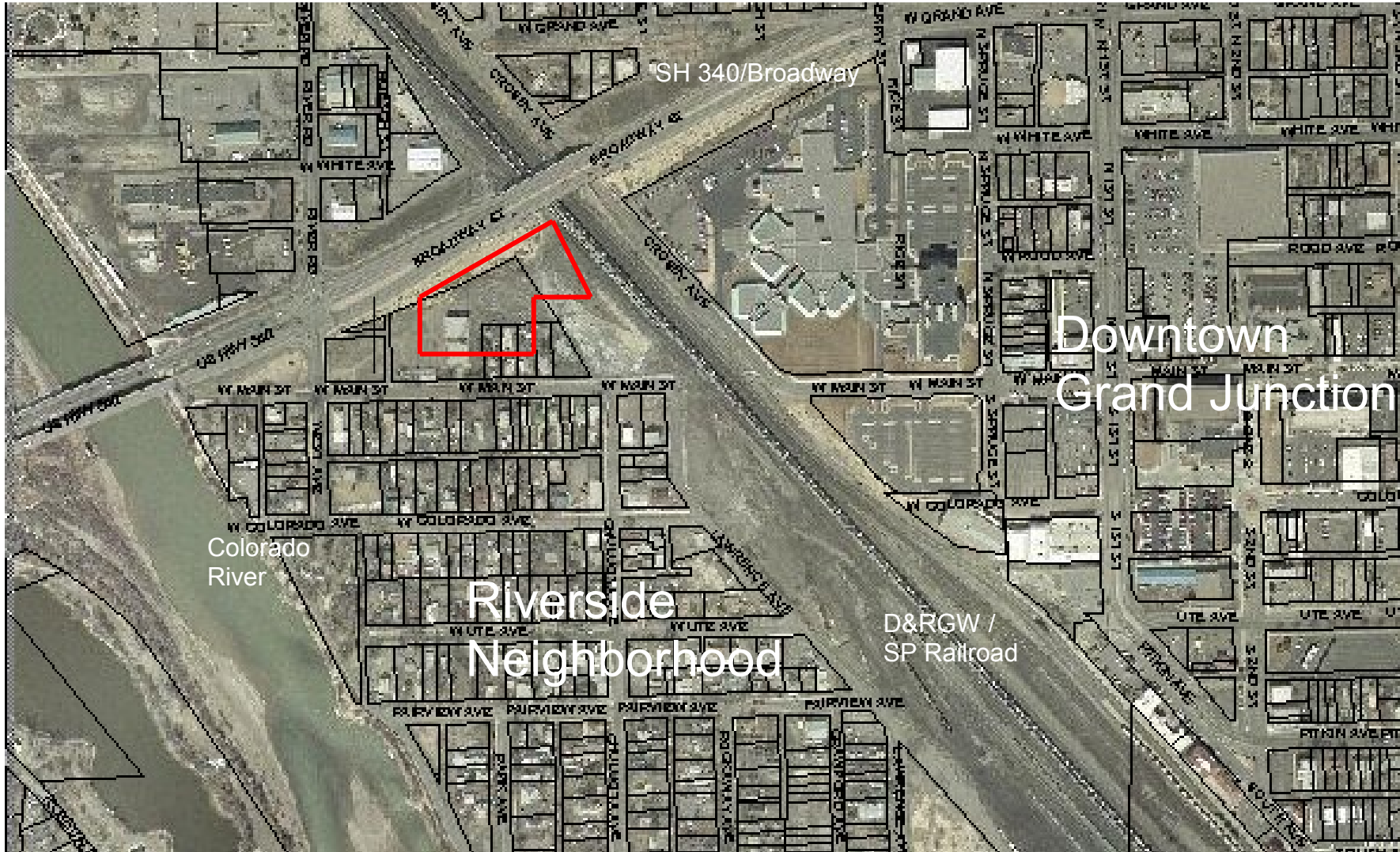
**Action Requested/Recommendation:** It is recommended that City Council approve the applications to the Colorado Historical Society State Historical Fund and authorize the City Manager to sign the applications.

**Background:** Pursuant to the recently-adopted City of Grand Junction *Strategic Plan 2002-2012*, the community has identified goals to “create program(s) to strengthen neighborhoods and provide a framework for them to work closely with the City on issues important to them” and to “facilitate efforts that sustain the historic character of the community”. Towards both of these goals, the rehabilitation of the Riverside School

for ultimate use as a multi-cultural education and community Center has been identified as an initial project for the Riverside Neighborhood. The City will apply for two grants through the Colorado Historical Society State Historical Fund (SHF) to implement this objective – one to complete a Historic Structure Assessment for the building and one to request funds to repair the roof of the school. The Assessment study will provide a plan that prioritizes work necessary to treat deficiencies and includes a preliminary estimate of the probably costs of rehabilitation of the building. The roof work is necessary as it has already been identified as a serious and critical deficiency that is needed to stabilize the building until further rehabilitation work can be accomplished.

## **ATTACHMENTS**

- A.** Project Location Map
- B.** Photographs of Riverside School



PROJECT VICINITY MAP – RIVERSIDE SCHOOL

552 WEST MAIN STREET





**Attach 3**  
**Eight Subrecipient Contracts (CDBG)**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Eight Subrecipient Contracts for Projects within the City's 2001, 2002 and 2003 Program Years Community Development Block Grant (CDBG) Program						
<b>Meeting Date</b>	September 17, 2003						
<b>Date Prepared</b>	September 9, 2003			Files: CDBG 2001-02 CDBG 2002-01 CDBG 2003-02 CDBG 2003-04 CDBG 2003-05 CDBG 2003-06 CDBG 2003-07 CDBG 2003-08			
<b>Authors</b>	Dave Thornton Kristen Ashbeck		CDBG Program Manager Senior Planner				
<b>Presenters Names</b>	Dave Thornton Kristen Ashbeck		CDBG Program Manager Senior Planner				
<b>Report Results Back to Council</b>	X	No		Yes	<b>When</b>		
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>		
	<b>Workshop</b>	X	<b>Formal Agenda</b>		X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The Subrecipient Contracts formalize the City's award of a total of \$386,100 to various non-profit organizations and agencies allocated from the City's 2001, 2002 and 2003 Program Years CDBG funds as previously approved by Council.

**Budget:** Community Development Block Grant (CDBG) Funds

**Action Requested:** Authorization for the City Manager to sign the eight subrecipient contracts.

**Background Information:**

CDBG 2001-02 Grand Valley Catholic Outreach Transitional Housing: The Transitional Supportive Housing Program is a collaborative effort including local agencies providing services to persons of low income or homeless, the Federal government and foundations. The general purpose of the program is to assist participants to move from life on the streets, in shelters or in substance abuse programs into transitional housing which is accompanied by the support services that will enable the participants to move toward permanent housing. The city is providing \$10,000 from its from its CDBG 2001 Program Year funds to be used for this program which is being matched by a HUD grant of \$90,000 and \$7,500 from private foundations.

CDBG 2002-01 Grand Valley Catholic Outreach Soup Kitchen Relocation: This entire project consists of renovation of a former warehouse to provide space for seven of the nine programs operated by Grand Valley Catholic Outreach. The City's grant of \$50,000 from its CDBG 2002 Program Year funds towards this project will be used for the purchase of equipment for the soup kitchen.

CDBG 2003-02 Center for Independence Accessible Van: The Center for Independence will purchase a new 14-passenger van (including 4 wheelchair accessible seats) to transport clients (persons with disabilities) to trainings, conferences, community and government events, volunteer opportunities, assistive technology services and recreational activities, employment counseling and training, housing transition services and recreational activities. The City is granting \$20,000 to the Center from its CDBG 2003 Program Year funds for purchase of the van with the remainder (\$16,000) being donated by the Lions Clubs of the Grand Valley.

CDBG 2003-04 The Treehouse Teen Bistro: The Treehouse will expand its program to include a Teen Bistro for high school aged youth and funding for an Americorp volunteer to assist students with homework. Funds for the Teen Bistro will be used for coffee shop equipment, interior decoration and stage equipment. CDBG funds from the City in the amount of \$20,000 from the 2003 Program Year will only be spent on the Americorp volunteer and the Bistro project.

CDBG 2003-05, 06 and 07 St. Mary's Foundation Programs: The St. Mary's Foundation operates the Gray Gourmet, Foster Grandparent and Senior Companion programs in the Grand Valley. The Gray Gourmet program provides meals on wheels to meet the nutritional needs of a growing elderly population. Meals are delivered by volunteers five days per week to low and moderate income households and frail elderly. CDBG funds in the amount of \$5,050 from the 2003 Program Year will be used to purchase food for the program.

The Foster Grandparent Program provides low to moderate income elderly persons with opportunities to help an estimated 1,400 to 1,500 children in local schools. These children with special needs receive the nurturing, mentoring and tutoring services provided by the program. The City's \$5,000 CDBG 2003 Program Year funds will be used to reimburse volunteers for mileage expenses incurred for traveling to and from their volunteer station.

The Senior Companion Program enables low to moderate income active seniors to assist other low income frail, elderly persons so that these persons can continue to live at home rather than in an assisted living facility. The City's CDBG funds of \$5,000 from the 2003 Program Year will be used to reimburse volunteers for mileage expenses incurred for traveling to and from their client's home and for travel to provide other services to the client.

CDBG 2003-08 Grand Junction Housing Authority Linden Avenue Affordable Housing Development: The Housing Authority is in the process of developing 90 new low income housing units (apartments) on a vacant 7.5-acre parcel located at 276 Linden Avenue on Orchard Mesa. Total estimated cost for the project is \$10 million, of which the City has granted \$271,050 in CDBG 2003 Program Year funds. The funds will be used for construction of public improvements within the project such as curbs, gutters,

sidewalks, streets, storm drainage systems and all dry and wet utility systems located with the public right-of-way or easements dedicated to the City.

These organizations and agencies are considered “subrecipients” to the City. The City will “pass through” a portion of its 2001, 2002 and 2003 Program Year CDBG funds to these organizations and agencies but the City remains responsible for the use of these funds. These contracts outline the duties and responsibilities of each party/program and are used to ensure that the organizations and agencies comply with all Federal rules and regulations governing the use of these funds. The contracts must be approved before the subrecipient may spend any of these Federal funds. Exhibit A of each of the contracts (attached) contains the specifics of the projects and how the money will be used by the organizations and agencies.

**Attachments – Exhibit A, Subrecipient Contracts:**

1. Grand Valley Catholic Outreach Transitional Housing
2. Grand Valley Catholic Outreach Soup Kitchen Relocation
3. Center for Independence Accessible Van
4. The Treehouse Teen Bistro
5. St. Mary’s Foundation – Gray Gourmet
6. St. Mary’s Foundation – Foster Grand Parent Program
7. St. Mary’s Foundation – Senior Companion Program
8. Grand Junction Housing Authority Linden Avenue Affordable Housing Development

**CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
WITH  
GRAND VALLEY CATHOLIC OUTREACH  
EXHIBIT "A"  
SCOPE OF SERVICES**

1. The City agrees to pay subject to the Subrecipient Agreement Grand Valley Catholic Outreach \$10,000 from its 2001 Program Year CDBG Entitlement Funds for client management services under the Outreach Transitional Supportive Housing program. The general purpose of this project is to assist participants to move from life on the streets, in shelters or in substance abuse programs into transitional housing which is accompanied by the support services that will enable the participants to move toward permanent housing.
2. Grand Valley Catholic Outreach certifies that it will meet the CDBG National Objective of low and moderate income limited clientele benefit (570.208(a)(2)(i)(A)). It shall meet this objective by providing the above-reverenced services to low and moderate income persons in Grand Junction, Colorado. In addition, this project meets CDBG eligibility requirements under section 570.201(e), public services.
3. The Catholic Outreach Transitional Supportive Housing Program is a collaborative effort including local agencies providing services to persons of low income or homeless, the federal government, and foundations. The program is open to referrals from all community agencies and from individuals. This project strives to provide an option to homelessness by securing and guaranteeing rent until the benefited persons acquire a source of income that will enable them to contribute 30% of income to their housing. The program provides a caseworker to assist and monitor participants in setting achievable goals and caring for the upkeep of the housing. Through the federal government's Transitional Supportive Housing program for the 2003-2004 fiscal years \$89,616 has been committed toward housing rentals and salaries. 20% of federally committed funds must be matched by other sources. It is understood that the City's grant of \$10,000 in CDBG funds shall be used primarily for salaries that deliver direct service to this project (case management and housing management), but may also include cost of housing rentals.
4. This project shall commence upon the full and proper execution of the 2001 Subrecipient Agreement and the completion of all appropriate environmental, Code, permit review and approval and compliance. The program began operation August 2003 and is funded for three years through HUD's Supportive Housing Program after which time a renewal of the grant that sustains the major portion of the program will be requested through HUD..

\_\_\_\_\_  
GVCO  
\_\_\_\_\_  
City

5. The revenue for the entire annual program is as follows:
 

Department of Housing and Urban Development	\$90,148
CDBG	\$10,000
Private Donations	\$ 7,500
  
6. The total number of clients served by the program will be twenty-three; fifteen single adults and two families during its operation in FY 03-04 and a similar number for the following two years.
  
7. The City of Grand Junction shall monitor and evaluate the progress and performance of Grand Valley Catholic Outreach's Transitional Supportive Housing Program to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. Grand Valley Catholic Outreach shall cooperate with the City relating to monitoring, evaluation and inspection, and compliance.
  
8. Grand Valley Catholic Outreach shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, financial status, compliance with National Objectives, and other information as may be required by the City. A final report shall also be submitted when funds received from the City have been expended.
  
9. Grand Valley Catholic Outreach understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban development under the Community Development Block Grant Program. Grand Valley Catholic Outreach shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. Grand Valley Catholic Outreach shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
  
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
  
11. A formal project notice will be sent to Grand Valley Catholic Outreach once all funds are expended and a final report is received.

\_\_\_\_ GVCO  
 \_\_\_\_ City

**CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
WITH  
GRAND VALLEY CATHOLIC OUTREACH**

**EXHIBIT "A"  
SCOPE OF SERVICES**

1. The City agrees to pay subject to the subrecipient agreement Grand Valley Catholic Outreach (GVCO) \$50,000 from its 2002 Program Year CDBG Entitlement Funds for purchase of kitchen equipment for the new Outreach Soup Kitchen to be located at 245 S. 1<sup>st</sup> Street, Grand Junction, Colorado ("Property" or "the Property"). The general purpose of the project is to provide equipment with which to prepare daily meals that are served to approximately 200 persons with low income.
2. Grand Valley Catholic Outreach certifies that it will meet the CDBG National Objective of low and moderate income limited clientele benefit (570.208(a)(2)(i)(A)). It shall meet this objective by providing the above-reverenced services to low and moderate income persons in Grand Junction, Colorado. In addition, this project meets CDBG eligibility requirements under section 570.201(e), public services.
3. The entire project consists of renovation of a former warehouse to provide space for seven of the nine programs operated by Grand Valley Catholic Outreach. The project for which these funds are designated consists of supplying kitchen equipment for the preparation of meals in the Soup Kitchen. The property has been donated to and is owned by Grand Valley Catholic Outreach. It is understood that the City's grant of \$50,000 in CDBG funds shall be used only for the purchase of equipment for the Soup Kitchen. Costs associated with other elements of the project shall be paid for by other funding sources obtained by Grand Valley Catholic Outreach.
4. This project shall commence upon the full and proper execution of the 2002 Subrecipient Agreement and the completion of all appropriate environmental, Code, State and Local permit review and approval and compliance. The project shall be completed on or before July 1, 2004.
5. The entire project shall entail the following activities to be undertaken at 245 South First Street facility:

\_\_\_\_ GVCO  
\_\_\_\_ City

Demolition of walls, ceiling tiles, old tile and plumbing to accommodate the new design  
 Replacement of windows  
 Installation of plumbing to support kitchen activities, bathrooms etc. according to code  
 Sectioning of space to provide for commercial kitchen, dining room, clothing bank area, break rooms, bathrooms, offices, waiting area, board room, food pantry, and storage area  
 Raising of floors to one level throughout  
 Installation of commercial kitchen equipment: counters/tables/refrigeration units/dishwasher/ washer & dryer/food processor/portable mixer/food slicer/tables and chairs/ preparation tables/cabinets.  
 Replacement of roll-up doors with soundproof walls  
 Security lighting  
 Signage at Entryway  
 Cabinets, shelving, kitchen equipment  
 Replace site fencing  
 Resurface parking lot  
 Landscaping of required areas  
 Signage for entering traffic flow

TOTAL PROJECT COST                      \$900,000

City CDBG funds of \$50,000 shall be used only for the purchase of kitchen equipment. CDBG funds will not be used for any of the interior or exterior site improvement costs. Sources of funds for all other costs shall be from funds raised for that purpose through the Outreach Capital Campaign, grants from foundations in-kind services and donated materials.

6. Grand Valley Catholic Outreach anticipates over the next two years serving 65,000 meals, 2,000 families through emergency financial assistance, 9,000 individuals with free clothing, 30 individuals with transitional housing, 25,000 individuals with basic amenities such as shower, laundry, etc., 13,600 individuals with locating housing and 900 children with new books.
  
7. The City of Grand Junction shall monitor and evaluate the progress and performance of Grand Valley Catholic Outreach’s renovation project to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. Grand Valley Catholic Outreach shall cooperate with the City relating to monitoring, evaluation and inspection, and compliance.

\_\_\_\_ GVCO  
 \_\_\_\_ City

8. Grand Valley Catholic Outreach shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the



project, what activities have occurred, financial status, compliance with National Objectives, and other information as may be required by the City. A final report shall also be submitted when funds received from the City have been expended.

9. During a period of five (5) years following the date of completion of the project the use of the Property improved may not change unless: 1) the City determines the new use meets one of the National Objectives of the CDBG Program, and 2) Grand Valley Catholic Outreach provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If Grand Valley Catholic Outreach decides, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which the City determines does not qualify in meeting a CDBG National Objective, Grand Valley Catholic Outreach must reimburse the City a prorated share of the City's \$50,000 CDBG contribution. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Property shall be in effect.
10. Grand Valley Catholic Outreach understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the community Development Block Grant Program. Grand Valley Catholic Outreach shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. Grand Valley Catholic Outreach shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to Grand Valley Catholic Outreach once all funds are expended and a final report is received.

\_\_\_\_ GVCO  
\_\_\_\_ City

**2003 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
WITH  
CENTER FOR INDEPENDENCE**

**EXHIBIT "A"  
SCOPE OF SERVICES**

1. The City agrees to pay subject to the Subrecipient Agreement Center for Independence \$20,000 from its 2003 Program Year CDBG Entitlement Funds for purchase of a 14-passenger accessible van. The general purpose of the project is to transport people with disabilities to support groups, trainings, conferences, community and government events.
2. The Center for Independence certifies that it will meet the CDBG National Objective of low/moderate limited clientele benefit (570.208(a)(2)). It shall meet this objective by providing the above-referenced services to low/moderate income persons in Grand Junction, Colorado. In addition, this project meets CDBG eligibility requirements under section 570.201(e), Public Services.
3. The entire project consists of purchase of a 14-passenger accessible van for the use and benefit of the clients of the Center for Independence. It is understood that the City's grant of \$20,000 in CDBG funds shall be used only for the purchase of the accessible van. Costs associated with any other elements of the Center for Independence programs shall be paid for by other funding sources obtained by the Center for Independence. The Center for Independence shall provide a copy of evidence of insurance for the vehicle with the first subrecipient drawdown request.
4. This project shall commence upon the full and proper execution of the 2003 Subrecipient Agreement and the completion of all appropriate environmental, Code, permit review approval and compliance. The project shall be completed on or before April 30, 2004.

5. The budget for the entire project is as follows:

<u>Project Activity</u>	<u>Cost</u>	<u>Source of Funds</u>
Purchase of 14-Passenger Van	\$ 42,755	\$20,000 2003 CDBG Funds / Lions Club Center for Independence

6. The Center for Independence estimates that it will transport approximately 2,000 passengers of all ages with all types of disabilities over 15,000 miles over the next year.

\_\_\_\_\_ Center for Independence  
 \_\_\_\_\_ City of Grand Junction

7. The City of Grand Junction shall monitor and evaluate the progress and performance of the Center for Independence to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Center for Independence shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Center for Independence shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted once the project is completed.
9. During a period of five (5) years following the date of completion of the project the use or planned use of the property improved may not change unless 1) the City determines the new use meets one of the National Objectives of the CDBG Program, and 2) the Center for Independence provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Center for Independence decides, after consultation with affected citizens that it is appropriate to change the use of the property to a use which the City determines does not qualify in meeting a CDBG National Objective, the Center for Independence must reimburse the City a prorated share of the City's \$20,000 CDBG contribution. At the end of the five-year period following the project closeout date and thereafter, no City restrictions on use of the property shall be in effect.
10. The Center for Independence understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. The Center for Independence shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Center for Independence shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Center for Independence once all funds are expended and a final report is received.

\_\_\_\_\_ Center for Independence  
\_\_\_\_\_ City of Grand Junction

**2003 SUB-RECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
WITH  
THE TREE HOUSE**

**EXHIBIT "A"  
SCOPE OF SERVICES**

1. The City agrees to pay to The Tree House, subject to the sub-recipient agreement, \$20,000 from its 2003 Program Year CDBG Entitlement Funds to fund an AmeriCorps Volunteer and pay for a portion of the Interior Décor expenses for the Teen Bistro at an accessible home which is currently under remodel at 1505 Chipeta Avenue in Grand Junction, Colorado. The general purpose of the project is to provide a safe, supervised, drug and alcohol free environment for high school teens 365 days per year, weekends, nights, and holidays.
2. The Tree House certifies that it will meet the CDBG National Objective of benefiting low and moderate income persons (570.208(a)(2)). It shall meet this objective by providing the above-referenced services to low/moderate income persons in Grand Junction, Colorado.
3. The entire project consists of a major remodel/reconstruction of an existing building, including site improvements in accordance with the Grand Junction Zoning and Development Code. The site and building under construction are leased by The Tree House from the Grand Junction Jaycees. The Tree House will continue to lease and operate the new building. It is understood that the City's grant of \$20,000 in CDBG funds shall be used only for the salary of the AmeriCorps Volunteer (\$2,000) and a portion of the Interior Décor expenses (\$18,000) from the listed budget below. All remaining expenses needed to open this facility and begin this program shall be born by the Tree House.
4. This project shall commence upon the full and proper execution of the 2003 Sub-recipient Agreement and the completion of any appropriate environmental, Code, and permit review and approval. The project shall be completed on or before July 1, 2004.

\_\_\_\_\_  
\_\_\_\_\_  
City of Grand Junction  
The Tree House

5. The CDBG eligible expenditures (budget) for the entire project is as follows. All expenses in excess of \$20,000 shall be born by the Three House.

Coffee Shop Equipment ESTIMATED SUBTOTAL: \$10,550  
 Formula Espresso Machine (Dual Head), Coffee Grinders, Smoothie Blenders,  
 Pie Case w/ Oak Cabinet, Booths with glass tops, Convection Oven, Barstools,  
 In Counter Cup Holders, Cups, Saucers, Plates, Glasses, Miscellaneous

Interior Decorations ESTIMATED SUBTOTAL: \$27,450  
 Paint, Light Fixtures, Rugs, Furniture, Plants, Wall Hangings, Tile, Clocks,  
 Window Treatments

Americorps Salary ESTIMATED SUBTOTAL: \$ 2,000

Stage Equipment ESTIMATED SUBTOTAL: \$10,000 Sound  
 System, Curtains and Hardware, Stage Lighting, High Energy Electrical

**TOTAL ESTIMATED COST \$ 50,000**

**FUNDS AVAILABLE FOR PROGRAMS:**

The Grand Junction Lions Club	\$ 20,000	Challenge
Gates Family Foundation	\$ 10,000	Pending
Individual Donations	\$ 8,000	Secured
Junior Service League	\$ 2,700	Secured
El Pomar Youth in Community		
Service/Palisade High School	\$ 2,500	Secured
El Pomar Youth in Community		
Service/Fruita Monument	\$ 1,000	Secured
Fourth Annual Tree House		
Golf Tournament	\$ 800	Secured
Community Development		
Block Grant	\$ 20,000	Secured
<b>TOTAL FUNDS AVAILABLE (B):</b>		<b>\$55,000</b>

6. The Tree House had 1,379 youth visits during the second quarter 2003. This number will only increase when the Teen Bistro is completed and in full operations.
7. The City of Grand Junction shall monitor and evaluate the progress and performance of The Tree House to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Tree House shall cooperate with the City relating to monitoring, evaluation, inspection, and compliance.

\_\_\_\_\_  
 City of Grand Junction  
 \_\_\_\_\_  
 The Tree House

8. The Tree House shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted once the project is completed.
9. During a period of five years following the date of completion of the project the use or planned use for the property improved may not change unless 1) The owners of the property, Grand Junction Jaycees, makes this determination, 2) the City determines the new use doesn't meet one of the National Objectives of the CDBG Program, and 3) The Tree House provides affected youth with reasonable notice and opportunity to comment on any proposed changes. If The Tree House decides, after consultation with the affected youth that it is appropriate to change the use of the property to a use which the City determines does not qualify in meeting a CDBG National Objective, The Tree House must reimburse the City a prorated share of the City's \$20,000 CDBG contribution. At the end of the five-year period following the project closeout date thereafter, no City restrictions on use of the property shall be in effect.
10. The Tree House understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. The Tree House shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in the Agreement. The Tree House shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to The Tree House once all funds are expended and a final report is received.

\_\_\_\_\_ City of Grand Junction  
\_\_\_\_\_ The Tree House

**2003 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
WITH  
ST. MARY'S FOUNDATION FOR THE GRAY GOURMET PROGRAM**

**EXHIBIT "A"  
SCOPE OF SERVICES**

1. The City agrees to pay subject to the Subrecipient Agreement St. Mary's Foundation for the Gray Gourmet Program (Gray Gourmet) \$5,050 from its 2003 Program Year CDBG Entitlement Funds for the purchase of food for the Gray Gourmet program. The general purpose of the entire program and this project is to meet the nutritional needs of a growing population of low to moderate income and frail elderly persons.
2. Gray Gourmet certifies that it will meet the CDBG National Objective of low and moderate income clientele benefit (570.201(e)). It shall meet this objective by providing the above-referenced services to low and moderate income persons in Grand Junction, Colorado.
3. The Gray Gourmet Program (Gray Gourmet) prepares meals at a central kitchen located at 551 Chipeta Avenue in Downtown Grand Junction. Volunteers then pick up the meals and deliver them to the homes of designated participants 5 days a week to low to moderate income, frail elderly who live in the City limits of Grand Junction. It is understood that the City's grant of \$5,050 in CDBG funds shall be used to purchase food that will allow Gray Gourmet to provide approximately 3,398 additional meals for a minimum of 13 persons during the project time period.
4. This project shall commence upon the full and proper execution of the 2003 Subrecipient Agreement and the completion of all appropriate environmental, Code, permit review and approval and compliance. The project shall be completed on or before June 30, 2004.
5. The revenue for the entire annual program is as follows:

City of Grand Junction CDBG	\$5,050
Other Sources from Gray Gourmet	\$3,040
Total Budget	\$8,090
6. The Gray Gourmet estimates that the total number of clients served by the program will be 1,500 persons during its operation in FY 03-04.

\_\_\_\_\_ St. Mary's Foundation  
\_\_\_\_\_ City

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

\_\_\_\_\_ St. Mary's Foundation  
\_\_\_\_\_ City of Grand Junction



**2003 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
WITH  
ST. MARY'S FOUNDATION FOR THE FOSTER GRANDPARENT PROGRAM**

**EXHIBIT "A"  
SCOPE OF SERVICES**

2. The City agrees to pay subject to the Subrecipient Agreement St. Mary's Foundation for the Foster Grandparent Program \$5,000 from its 2003 Program Year CDBG Entitlement Funds for reimbursement of mileage expenses for program volunteers. The general purpose of the entire program and this project is to provide useful, productive roles for senior citizens while in turn providing children with special needs with nurturing, mentoring and tutoring provided by the volunteer foster grandparents.
  
2. The Foster Grandparent Program certifies that it will meet the CDBG National Objective of low and moderate income clientele benefit (570.201(e)). It shall meet this objective by providing the above-referenced services to low and moderate income persons in Grand Junction, Colorado.
  
3. The Foster Grandparent Program provides low to moderate income elderly persons with opportunities to help children. It is estimated that 1,400 to 1,500 children in local schools with special needs receive the nurturing, mentoring and tutoring services provided by the program. It is understood that the City's grant of \$5,000 in CDBG funds shall be used to reimburse volunteers for mileage expenses incurred for traveling to and from their volunteer station.
  
4. This project shall commence upon the full and proper execution of the 2003 Subrecipient Agreement and the completion of all appropriate environmental, Code, permit review and approval and compliance. The project shall be completed on or before June 30, 2004.
  
5. The revenue for the entire annual program is as follows:

United Way of Mesa County	\$ 6,732
Corporation for National and Community Service	\$250,411
Temple Hoyne Buell Foundation	\$ 10,000
Mesa County Community Block Grant	\$ 8,800
City of Grand Junction CDBG	\$ 5,000

\_\_\_\_\_ St. Mary's Foudation  
 \_\_\_\_\_ City of Grand Junction

6. The Foster Grandparent Program estimates that the total number of clients served by the program will be 60 volunteer foster grandparents that will provide services to between 1,500 and 1,600 children during its operation in FY 03-04.
7. The City of Grand Junction shall monitor and evaluate the progress and performance of the Foster Grandparent Program to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Foster Grandparent Program shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Foster Grandparent Program shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. The Foster Grandparent Program understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. The Foster Grandparent Program shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Foster Grandparent Program shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Foster Grandparent Program once all funds are expended and a final report is received.

\_\_\_\_ St. Mary's Foundation  
\_\_\_\_ City of Grand Junction

**CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
WITH  
ST. MARY’S FOUNDATION FOR THE SENIOR COMPANION PROGRAM**

**EXHIBIT "A"  
SCOPE OF SERVICES**

1. The City agrees to pay subject to the Subrecipient Agreement St. Mary’s Foundation for the Senior Companion Program \$5,000 from its 2003 Program Year CDBG Entitlement Funds for reimbursement of mileage expenses for program volunteers. The general purpose of the entire program and this project is to enable frail elderly persons to keep their independence as long as possible. Volunteer Senior Companions help their clients with grocery shopping, medical appointments, other errands out of the home and general housekeeping.
2. The Senior Companion Program certifies that it will meet the CDBG National Objective of low and moderate income clientele benefit (570.201(e)). It shall meet this objective by providing the above-referenced services to low and moderate income persons in Grand Junction, Colorado.
3. The Senior Companion Program enables low to moderate income active seniors to assist other low income frail, elderly persons so that these persons can continue to living at home rather than in an assisted living facility. It is understood that the City's grant of \$5,000 in CDBG funds shall be used to reimburse volunteers for mileage expenses incurred for traveling to and from their client’s home and for travel to provide other services to the client.
4. This project shall commence upon the full and proper execution of the 2003 Subrecipient Agreement and the completion of all appropriate environmental, Code, permit review and approval and compliance. The project shall be completed on or before June 30, 2004.
5. The revenue for the entire annual program is as follows:

Corporation for National and Community Service	\$ 88,823
United Way of Mesa County	\$ 7,840
Area Agency on Aging	\$ 19,500
Mesa County Community Block Grant	\$ 8,000
Bright Mountain Foundation	\$ 2,500
Goodwin Foundation	\$ 1,000
Mobil Corporation Foundation	\$ 2,000
Junior Service League	\$ 1,500
Wells Fargo Neighborhood Assistance	\$ 1,000
City of Grand Junction CDBG	\$ 5,000

\_\_\_\_\_ St. Mary’s Foundation

\_\_\_\_\_ City of Grand Junction

6. The Senior Companion Program estimates that the total number of clients served by the program will be 40 volunteer Senior Companions that will provide services to approximately 175 frail elderly persons during its operation in FY 03-04 and 195 persons in FY 04-05.
7. The City of Grand Junction shall monitor and evaluate the progress and performance of the Senior Companion Program to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Senior Companion Program shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Senior Companion Program shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. The Senior Companion Program understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. The Senior Companion Program shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Senior Companion Program shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Senior Companion Program once all funds are expended and a final report is received.

\_\_\_\_\_ St. Mary's Foundation

\_\_\_\_\_ City of Grand Junction

**2003 SUBRECIPIENT CONTRACT FOR CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
WITH  
*Grand Junction Housing Authority***

**EXHIBIT "A"  
SCOPE OF SERVICES**

1. The Grand Junction Housing Authority (GJHA) has been awarded \$271,050 from the City of Grand Junction's (City) 2003 Community Development Block Grant (CDBG) funding for public infrastructure improvements associated with the construction of 90 affordable housing units at 276 Linden Avenue on 7.5 acres of land currently owned by the Grand Junction Housing Authority.
2. The GJHA understands that the funds described in paragraph #1 above are received by the City from the US Department of Housing and Urban Development (HUD) under the Community Development Block Grant Program. The GJHA shall meet all City and Federal requirements for receiving CDBG funds, whether or not such requirements are specifically stated in the subrecipient contract. The GJHA shall provide the City with documentation establishing that all local and federal CDBG requirements have been met, will be met and if required will continue to be met.
3. The GJHA shall comply with all Procurement and Contracting requirements for using Federal funds under the CDBG Entitlement program.
4. Subject to full and faithful compliance with the subrecipient agreement the City agrees to pay GJHA \$271,050 from its 2003 Program Year CDBG Entitlement Funds for public infrastructure improvements associated with the 276 Linden Avenue property development. "Public infrastructure improvements" as used in this agreement includes, but is not limited to, the construction of curbs, gutters, sidewalks, streets, drainage systems and all dry and wet utility systems located within the public right-of-way or easements dedicated to the City. Such improvements shall be constructed to City standards. If the subrecipient (GJHA) fails to complete public infrastructure improvement activities on or before April 30, 2005 this agreement shall be null and void.
5. The GJHA certifies that it will meet the CDBG National Objective of low/moderate income benefit and meet CDBG eligibility requirements under 570.201 (c) Public Facilities & Improvements.
6. CDBG funds provided under this Subrecipient Agreement shall be used ONLY for public infrastructure improvement costs. All additional costs shall be borne by the GJHA.

\_\_\_\_\_ Grand Junction Housing Authority  
\_\_\_\_\_ City of Grand Junction (initial by both)

7. This project shall commence upon the full and proper execution of the 2003 Subrecipient Agreement and the completion of an environmental review as required by the Community Development Block Grant program. Construction activities to be funded by this agreement shall be completed on or before April 30, 2005. No reimbursement shall be made prior to that date if the Subrecipient has not incurred costs associated with those activities identified in this contract.
8. During a period of five years following the date of completion of the project the use or planned use of the property improved may not change unless 1) the City determines the new use meets at least one of the National Objectives of the CDBG Program and 2) The GJHA provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the GJHA decides, after consultation with affected citizens that it is appropriate to change the use of the property to a use which the City determines does not qualify in meeting a CDBG National Objective, The GJHA shall reimburse the City a prorated share of the City's \$271,050 CDBG contribution. At the end of the five year period following the project closeout date and thereafter, no City restrictions on use of the property shall be in effect.
9. The City shall monitor and evaluate the progress and performance of GJHA to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring, and evaluating criteria and standards. The GJHA shall cooperate with the City or HUD relating to such monitoring and evaluation.
10. The GJHA estimates that it will provide residential services to medium, low and very low income families as follows: 23 families at 40% of area median income, 46 families at 50% of area median income, 20 families at 60% of area median income from these 90 residential units when the project is completed and in full operation.
11. Progress Reports:
  - a. During the construction period (includes land development and housing construction), the GJHA shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted once the project is completed.
  - b. Upon completion of the construction period the GJHA shall submit annual reports for the previous calendar year, due by March 31<sup>st</sup>. The annual report shall include compliance with National Objectives, status of each dwelling unit in regards to income of each tenant and compliance with income guidelines. This annual report shall be required for the period of five years following the date of completion of the project.
  - c. All required reports shall be sent to the Grand Junction Community Development Department, c/o David Thornton, Principal Planner, 250 North Fifth Street, Grand Junction, Colorado 81501.

\_\_\_\_\_ Grand Junction Housing Authority  
\_\_\_\_\_ City of Grand Junction (initial by both)

- 12. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis. The GJHA shall submit a reimbursement request in writing to the City two weeks in advance of any requested payment reimbursement.
  
- 13. The budget for these public infrastructure improvements is estimated to be \$960,310, with the City providing \$271,050 in CDBG funding for that purpose.

\_\_\_\_\_ Grand Junction Housing Authority  
\_\_\_\_\_ City of Grand Junction (initial by both)





**Attach 4**

**Revocable Permit on Glenwood Avenue for a Fence  
CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Martin Revocable Permit located at 1712 Glenwood Avenue						
<b>Meeting Date</b>	September 17, 2003						
<b>Date Prepared</b>	September 9, 2003			File #RVP-2003-104			
<b>Author</b>	Ronnie Edwards		<b>Associate Planner</b>				
<b>Presenter Name</b>	Ronnie Edwards		<b>Associate Planner</b>				
<b>Report results back to Council</b>	X	No		Yes	When		
<b>Citizen Presentation</b>		Yes	X	No	Name		
	<b>Workshop</b>	X	<b>Formal Agenda</b>		X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The petitioner is requesting approval and issuance of a revocable permit to construct a 3' picket fence within the City right-of-way for Glenwood Avenue.

**Budget:** N/A

**Action Requested/Recommendation:** Consideration of the Resolution authorizing issuance of a revocable permit to Dawayne and Neoma Martin.

**Attachments:**

1. Site Location Map
2. Aerial Photo Map
3. Future Land Use Map
4. Existing City and County Zoning Map
5. Resolution authoring the Revocable Permit
6. Revocable Permit

**Background Information:** See attached

<b>BACKGROUND INFORMATION</b>				
<b>Location:</b>		1712 Glenwood Avenue		
<b>Applicants:</b>		Dawayne and Neoma Martin		
<b>Existing Land Use:</b>		Existing single family residence		
<b>Proposed Land Use:</b>		Fence within dedicated right-of-way		
<b>Surrounding Land Use:</b>	<b>North</b>	Residential single family		
	<b>South</b>	Residential single family		
	<b>East</b>	Residential single family		
	<b>West</b>	Church facility		
<b>Existing Zoning:</b>		RMF-8		
<b>Proposed Zoning:</b>		Same		
<b>Surrounding Zoning:</b>	<b>North</b>	RMF-8		
	<b>South</b>	RMF-16		
	<b>East</b>	RMF-8		
	<b>West</b>	RMF-8		
<b>Growth Plan Designation:</b>		Residential Medium (4-8 du/acre)		
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>	<b>No</b>

**Action Requested:** Approval of the Resolution authorizing the issuance of a revocable permit.

**Staff Analysis:** The petitioners are requesting approval of a Revocable permit to construct a 3' picket fence on dedicated City right-of-way adjacent to the existing sidewalk along Glenwood Avenue.

The proposed 3' picket fence would be replacing an existing fence and a 6' hedge that is in the sight triangle for traffic along Glenwood Avenue and the north/south alley. It is not a likely location for any placement of any proposed City signage or lighting, which sometimes is an issue with fences in the right-of-way.

During the review process, the development engineer found the existing right-of-way to be 60' in width. A typical local street standard is 44' in width. This creates 8' of right-of-way which could be deemed as excess on this side of the street. Vacating the excess right-of way is another option, but the applicant did not want to pursue that avenue at this time.

A Revocable Permit must be evaluated by the criteria set forth in Section 2.17 of the Zoning and Development Code. Applications shall demonstrate compliance with all of the following:

1. There will be benefits derived by the community or area by granting the proposed revocable permit;

From a traffic standpoint, the existing 6' hedge poses a serious sight distance obstruction. A 3' open picket fence would be beneficial to the neighborhood as it would reduce the risk of potential traffic hazards.

2. There is a community need for the private development use proposed for the City property;

The applicant purchased the property in 1968 with the existing fence in place not knowing it was City right-of-way. The approval of a revocable permit would bring an existing site placement into conformance.

3. The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property;

The revocable permit area is suitable for the proposed use as it has been utilized by the applicant for 35 years. New sidewalks were constructed by the City along Glenwood Avenue this year leaving the approximately 9' wide area as it had historically existed.

4. The proposed use shall be compatible with the adjacent land uses;

Fencing along this area has been compatible and no adverse changes are being proposed.

5. The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas;

As previously mentioned, the proposed fence is replacing an existing 6' hedge that is presently a sight obstruction for traffic entering or exiting the alley and it could also be potentially hazardous for pedestrians. The proposed fence would improve the negative impact of existing conditions.

6. The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Growth Plan, other adopted plans and policies, intents and requirements of this Code;

The proposed use would be in conformance upon the approval of a revocable permit, until such time the applicant wishes to vacate a portion of the right-of-way.

7. The application complies with the submittal requirements as set forth in Section 127

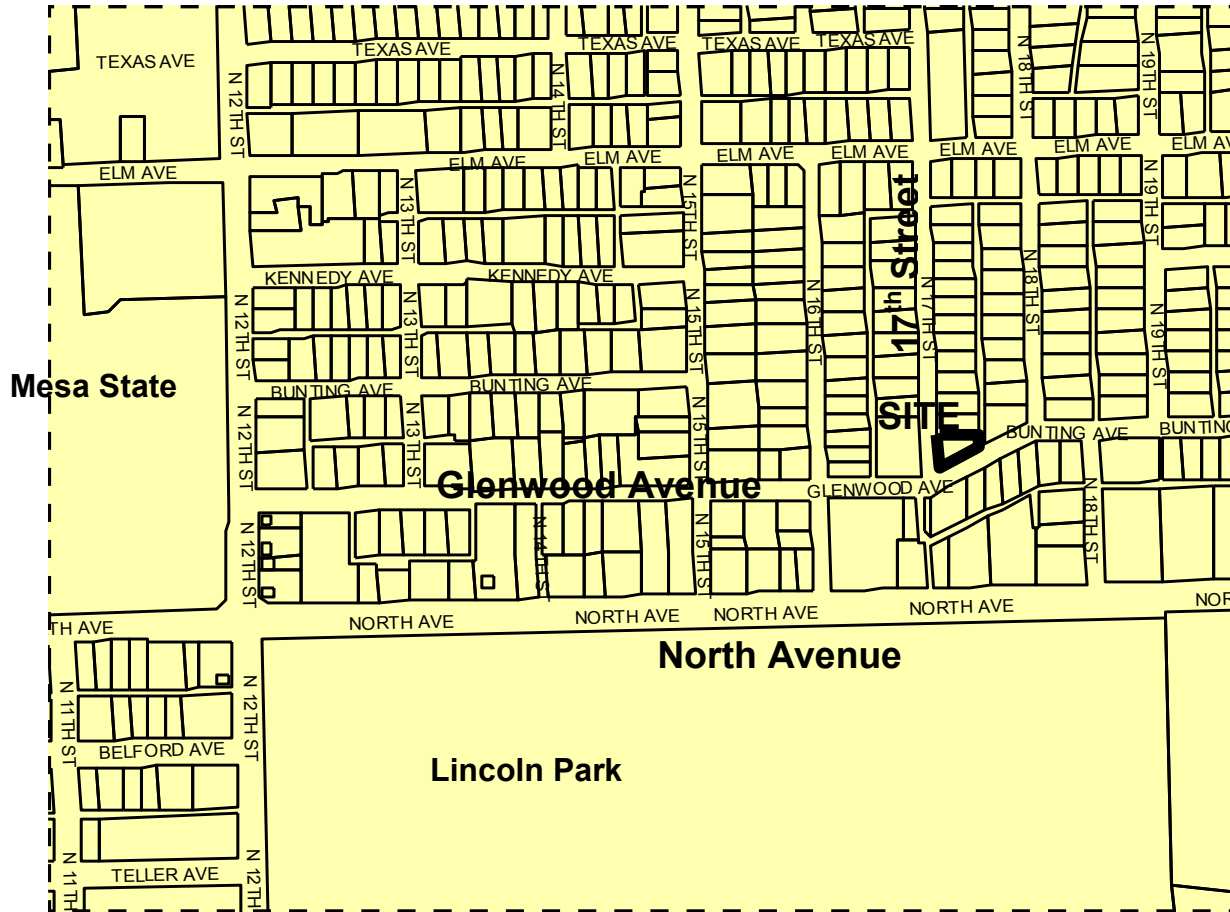
of the City Charter, this Chapter Two and the SIDDD Manual.

The application was complete and does comply with the submittal requirements.

**Recommendation:** Approval of the revocable permit request.

# Site Location Map

Figure 1



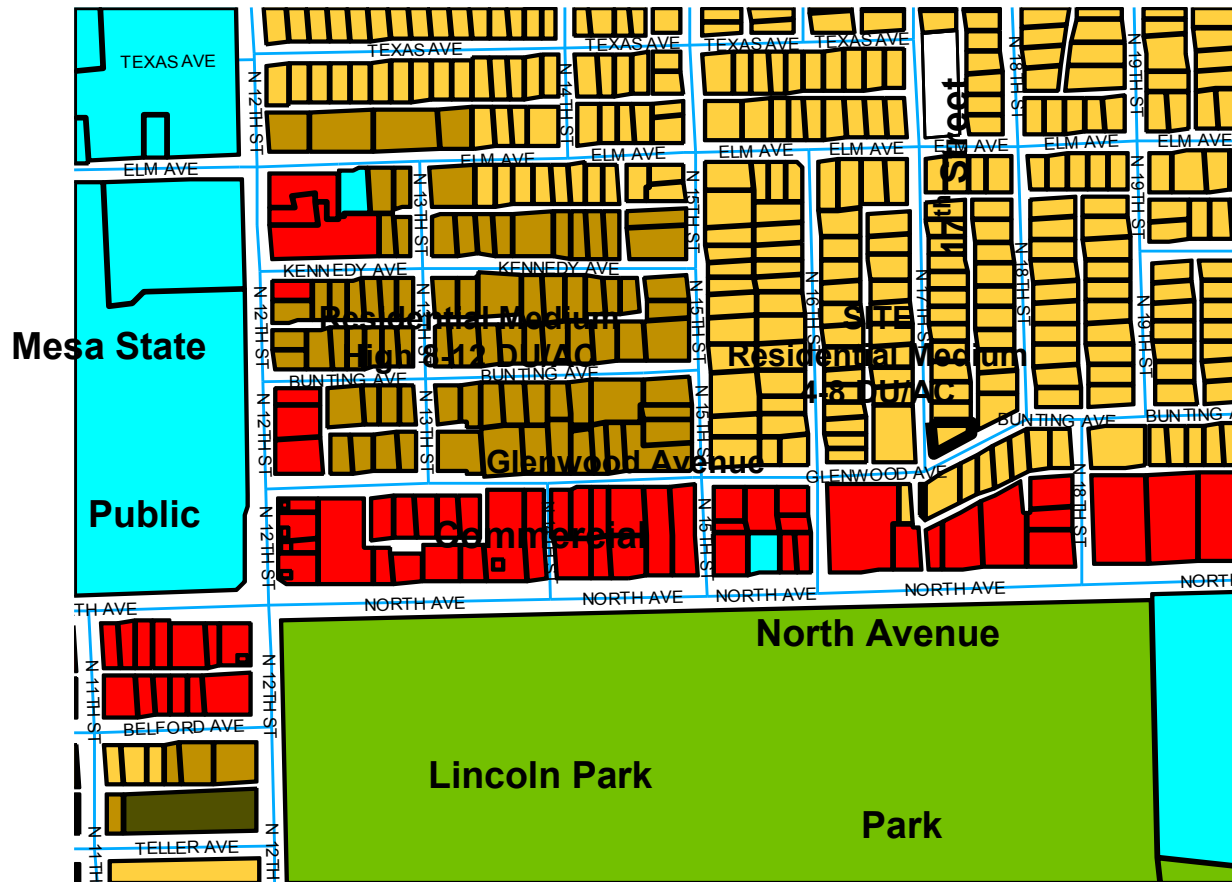
# Aerial Photo Map

Figure 2



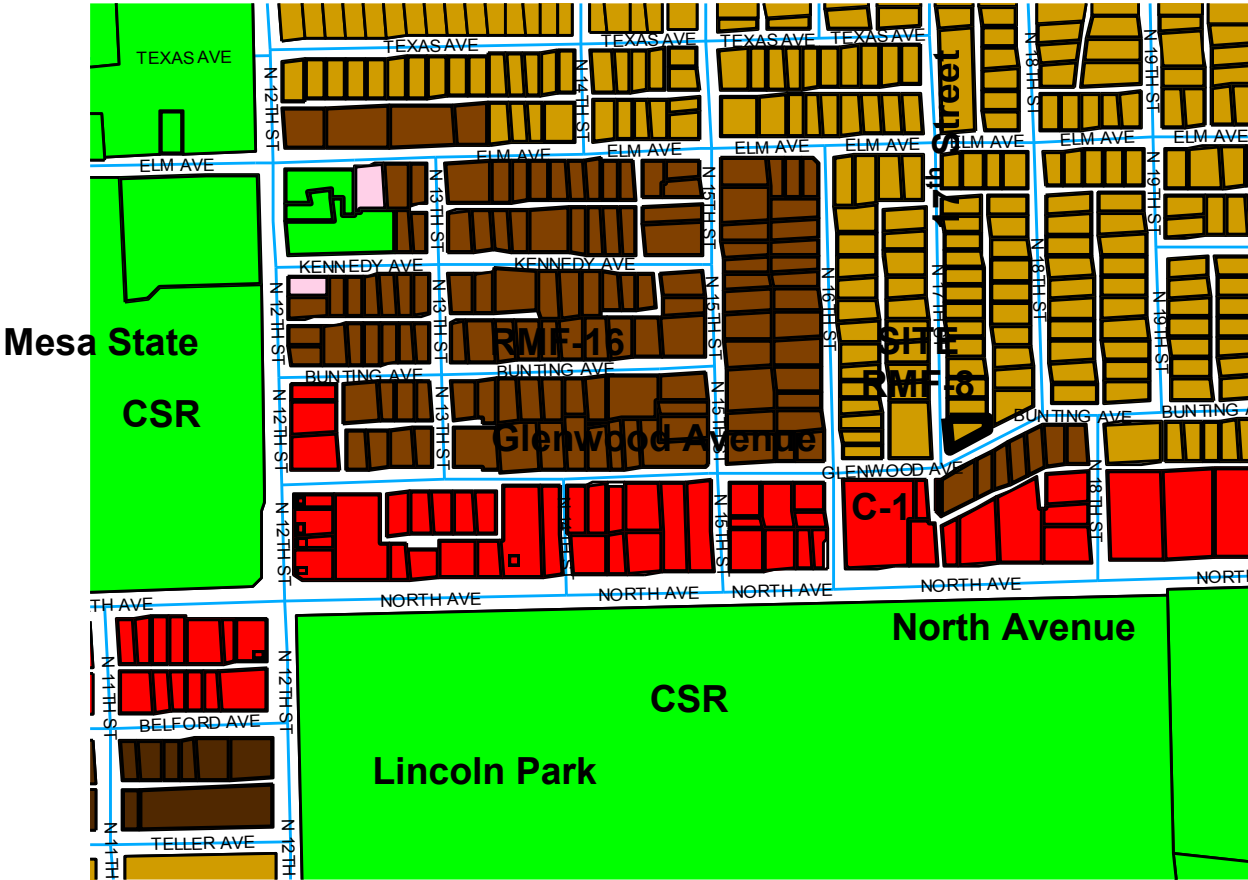
# Future Land Use Map

Figure 3



# Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine the current zoning for any property shown on this map.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
DAWAYNE MARTIN AND NEOMA MARTIN**

**Recitals.**

1. Dawayne Martin and Neoma Martin, hereinafter referred to as the Petitioners, represent that they are the owners, as joint tenants, of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 15, Block 4 of Elmwood Plaza According to the Refiled Plat thereof, situate in the Southwest ½ of Section 12, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 7 at Page 48 in the office of the Mesa County Clerk and Recorder, also known as 1712 Glenwood Avenue and identified by Mesa County Tax Schedule Number 2945-123-26-026,

and have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioners to install, operate, maintain and repair fence and landscape improvements within the limits of the following described public right-of-way for Glenwood Avenue, to wit:

Commencing at the Southeast corner of Lot 15, Block 4 of said Elmwood Plaza Refile; thence leaving the Southerly boundary line of said Lot 15, South a distance of 2.44 feet to the True Point of Beginning;  
thence South a distance of 6.73 feet, more or less, to the Northerly line of an existing retaining wall located Northerly of and adjacent to the existing public pedestrian sidewalk for Glenwood Avenue;  
thence along the Northerly line of said existing retaining wall, said line being parallel with and adjacent to the existing public pedestrian sidewalk for Glenwood Avenue, S 64°04'30" W a distance of 37.50 feet;  
thence leaving the Northerly line of said existing retaining wall, North a distance of 9.17 feet, more or less, to the Southerly boundary line of said Lot 15;  
thence along the Southerly boundary line of said Lot 15, N 64°04'30" E a distance of 31.92 feet;  
thence leaving the Southerly boundary line of said Lot 15, East a distance of 5.02 feet to the Point of Beginning.

2. Based on the foregoing, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioners for the purposes aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Attest:

\_\_\_\_\_  
President of the City Council

\_\_\_\_\_  
City Clerk

## REVOCABLE PERMIT

### Recitals

1. Dawayne Martin and Neoma Martin, hereinafter referred to as the Petitioners, represent that they are the owners, as joint tenants, of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 15, Block 4 of Elmwood Plaza According to the Refiled Plat thereof, situate in the Southwest  $\frac{1}{2}$  of Section 12, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 7 at Page 48 in the office of the Mesa County Clerk and Recorder, also known as 1712 Glenwood Avenue and identified by Mesa County Tax Schedule Number 2945-123-26-026,

and have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioners to install, operate, maintain and repair fence and landscape improvements within the limits of the following described public right-of-way for Glenwood Avenue, to wit:

Commencing at the Southeast corner of Lot 15, Block 4 of said Elmwood Plaza Refile; thence leaving the Southerly boundary line of said Lot 15, South a distance of 2.44 feet to the True Point of Beginning;  
thence South a distance of 6.73 feet, more or less, to the Northerly line of an existing retaining wall located Northerly of the existing public pedestrian sidewalk for Glenwood Avenue;  
thence along the Northerly line of said existing retaining wall, said line being parallel with and adjacent to the existing public pedestrian sidewalk for Glenwood Avenue, S  $64^{\circ}04'30''$  W a distance of 37.50 feet;  
thence leaving the Northerly line of said existing retaining wall, North a distance of 9.17 feet, more or less, to the Southerly boundary line of said Lot 15;  
thence along the Southerly boundary line of said Lot 15, N  $64^{\circ}04'30''$  E a distance of 31.92 feet;  
thence leaving the Southerly boundary line of said Lot 15, East a distance of 5.02 feet to the Point of Beginning.

2. Based on the foregoing, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioners a Revocable Permit for the purposes aforescribed and within the limits of the public right-of-way

aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public sidewalks, street improvements, utilities or any other facilities presently existing or which may in the future exist in said right-of-way.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.

3. The Petitioners, for themselves and for their heirs, successors and assigns, agree that they shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioners or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioners agree that they shall at all times keep the above described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon concurrent execution by the Petitioners of an agreement that the Petitioners and the Petitioner's heirs, successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioners shall, at the sole expense and cost of the Petitioners, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at their own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioners, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Attest:

The City of Grand Junction,  
a Colorado home rule municipality

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Acceptance by the Petitioners:

\_\_\_\_\_  
Dawayne Martin

\_\_\_\_\_  
Neoma Martin

**AGREEMENT**

Dawayne Martin and Neoma Martin, for themselves and for their heirs, successors and assigns, do hereby agree to: Abide by each and every term and condition contained in the foregoing Revocable Permit; As set forth, indemnify the City of Grand Junction, its officers, employees and agents and hold the City of Grand Junction, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit; Within thirty (30) days of revocation of said Permit, peaceably surrender said public right-of-way to the City of Grand Junction and, at their sole cost and expense, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Dawayne Martin

\_\_\_\_\_  
Neoma Martin

State of Colorado )  
  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Dawayne Martin and Neoma Martin.

My Commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_

Notary Public

**Attach 5  
Amending the Transportation Engineering Design Standards  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>		Amendments to the Transportation Engineering Design Standards - TEDS					
<b>Meeting Date</b>		September 17, 2003					
<b>Date Prepared</b>		August 15, 2003			<b>File # TAC-2003-01.03</b>		
<b>Author</b>		Jody Kliska		<b>Transportation Engineer</b>			
<b>Presenter Name</b>		Tim Moore		<b>Public Works Manager</b>			
<b>Report results back to Council</b>		X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>			Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X		<b>Formal Agenda</b>	X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:**

Adoption of a resolution that implements proposed text changes to the Transportation Engineering Design Standards (TEDS).

**Budget:** N/A

**Action Requested/Recommendation:**

Adopt a resolution making the proposed changes to the TEDS Manual.

**Attachments:**

- (1) Summary of proposed changes by chapter;
- (2) 2002/2003 TEDS Design Exception History;
- (3) Resolution.

**Background Information:**

The changes will be incorporated in the document, all holders of the current manual will be notified of the changes and the web page will be changed to reflect the new version of the manual.

The current Transportation Engineering Design Standards were adopted by Council Resolution No. 111-01 on November 7, 2001. The TEDS Manual was first adopted by

reference in Chapter 6 of the Zoning and Development Code by the City Council on March 7, 2000. The current TEDS has been in use for nearly two years and the changes reflect updates based on user input, review of the TEDS exceptions, changes to adopted maps referenced in the TEDS and changes to nationally recognized engineering standards. Input on the changes was solicited from city staff, engineering consultants and interested developers. Proposed changes were posted on the city web page and copies were circulated to local engineering consultants at a quarterly meeting of engineers.

The proposed changes were brought before the Grand Junction Planning Commission on August 12, 2003. The Planning Commission forwarded a recommendation for approval of the revisions to the TEDS Manual to the City Council at that meeting. the proposed changes to Chapter 5, section 5.4.4, Traffic Calming in New Subdivisions, will not be presented pending further staff discussion of traffic calming for both new and existing facilities. Any proposed changes will then go through Planning Commission and City Council for approval. Until that time, the section will remain as originally written.



## Proposed TEDS Updates

Chapter 1	Update the Grand Valley Circulation Plan map to latest adopted version.
Chapter 3	<p>Section 3.2.1 Backing into the Right-of-Way – add sentence “Exceptions may be made in the downtown area defined as the area between Pitkin Avenue to Grand Avenue, 1<sup>st</sup> Street to 8<sup>th</sup> Street.</p> <p>Section 3.2.4 Number of Access Points and Joint Accesses – add sentence to second paragraph “The site plan shall include the site frontage as well as all signing, striping, adjacent accesses and road geometry for a minimum distance of 200’ from the site property boundaries.”</p> <p>Section 3.2.8 Exclusive Turn Lanes – revised to read “Exclusive turn lane warrants and design details are described in Chapter 6 and in the CDOT Access Management Code.”</p>

Chapter 4	<p>Section 4.1.1 Spacing is revised to read – “On local residential streets, single-family residential driveways shall be spaced a minimum of 5’ measured from the property line to allow for maneuvering to occur without trespass. In locations where the 5’ minimum spacing cannot be met due to limited lot frontage or other field constraint, the Development Engineer may permit a variance from the spacing standard.</p> <p>On local commercial streets, accesses shall be spaced a minimum of 50’, measured from edge of access to edge of access. On collector streets, accesses shall be spaced a minimum of 150’ apart. On arterial streets where no other access to lower order streets is available, accesses may be allowed where spaced a minimum of 300’ and may be restricted to right-in, right-out movements.”</p> <p>Section 4.1.2 Offsets is revised to read – “Where properties are not large enough to allow accesses on opposite sides of the street to be aligned, the center of accesses and intersections not in alignment shall be offset a minimum of 50’ on local commercial streets, offset 150’ or greater on all collector streets and offset 300’ or greater on all arterial streets. Greater distances may be required for left turn storage lanes. Shared accesses shall be encouraged wherever possible to minimize the number of access points along a street. Shared access provides for safer and more efficient operation of the flow of traffic on the street and shall minimally meet the above requirements.</p> <p>Section 4.1.3 Corner Clearances is revised to read – “ Corner clearances are defined as the distance between a driveway and the nearest intersecting street. The clearance is necessary so that accesses do not interfere with street intersection operations and should provide drivers with adequate perception-reaction time to potential conflicts. On corner lots, the access location shall be on the street of lowest functional classification.”</p> <p>The table is revised to reflect the changes in Section 4.1.</p> <p>Section 4.2.4 Driveway Width – the maximum width of a single family driveway is revised to 33’.</p>
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Chapter 5	<p>Section 5.1.1 Block and Lot Dimensions – add for clarity after intersections “(streets providing multiple access, not cul-de-sacs)”</p> <p>Section 5.1.2 Right of Way, Street Widths and Street Lengths – will include links to Standard Drawings for street cross-sections that will now be included in TEDS rather than the Standard Contract Documents.</p> <p>Section 5.1.3 Cul-de-Sacs and Dead End Streets – revise the length of a cul-de-sac to 750’.</p> <p>Section 5.1.6 Cross Section – the typical section shown in the City Standard Details will be moved to Chapter 5 of TEDS and referenced in this section.</p> <p>Section 5.2.5.1 Spacing and Offsets – Revise for consistency with Chapter 4 changes.</p> <p>Fire Department Access Standards for Loop Lanes are amended to 30’ setbacks to be consistent with Chapter 13.</p>
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Chapter 6	<p>Section 6.1.1 Right of Way, Street Widths and Street Lengths – will include the Standard Street Details in TEDS now, rather than in the Standard Contract Documents. Administratively adopted Cross Sections for D Road, D ½ Road and G Road are also included.</p> <p>Section 6.1.2.1 Horizontal Alignment – The footnotes for the Horizontal Curve Design Criteria are revised to reflect the appropriate exhibits in the latest edition of AASHTO’s A Policy on Geometric Design, 2001 Edition.</p> <p>Section 6.1.3.1 Grades – is revised to require grade breaks for algebraic differences of 0.5% or less for adequate drainage. The table for Design Controls for Vertical Curves is revised to reflect changes in the 2001 AASHTO A Policy on Geometric Design.</p> <p>Section 6.1.3.3 Stopping Sight Distance – the Minimum Stopping Sight Distance table and the Effects of Grade on Stopping Sight Distance table are revised to be consistent with the 2001 AASHTO A Policy on Geometric Design.</p> <p>Section 6.2.3 Sight Distance – the table for Factors for the Effect of Grand on Sight Distance is revised to be consistent with the 2001 AASHTO A Policy on Geometric Design.</p> <p>Section 6.2.5.3 Left and Right Turn Lane Design – revise to allow right turn lanes to use the reverse curve instead of the straight taper. Delete the Minimum Right Turn Tapers table.</p> <p>Revise the Sight Zone Detail at the end of the Chapter for clarity.</p>
Chapter 10	<p>10.1 Revised signal specifications</p> <p>10.2 Revised drawings</p>
Chapter 11	<p>Update the Urban Trails Master Plan map. Revise the transit guidelines to include the Administrative Regulations from the RTPO for sitting stops.</p> <p>Update the Transit Route Map.</p>
Chapter 12	<p>12.1 Building Setbacks – Revised to “Garages with overhead doors facing the alley must be set back a minimum of 25’ from the far edge of the alley or the zoning setback, whichever is greater. This allows adequate maneuver room for backing and turning.”</p>

Chapter 13	<p>13.1 Private Streets - Add "Private streets and related parking areas shall be platted in a tract dedicated to the Homeowners' Association."</p> <p>13.2.1 Shared Driveway Standards – Add "The shared driveway shall be platted in a tract dedicated to the property owners of the parcels that abut the shared driveway."</p>
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## 2003 TEDS Design Exception History

EX#	D E	DEVELOPMENT ADDRESS	DESCRIPTION OF EXCEPTION	DATE APPLIED	DELIVERED TO COMMITTEE	ACTION DATE	ACTION
1	L	1130 Belford	Driveway Width	01/02/03	01/02/03	01/14/03	Approved
2	L	1100 Independent Ave.	Access Spacing	01/02/03	01/03/03	01/14/03	Approved
3	R	2462 Hwy 6&50	Access Spacing	01/15/03	01/29/03	02/07/03	Approved as Recom.
4	L	1130 Hill	Alley/Garage Setback	01/28/03	02/02/03	02/07/03	Approved
5	R	2710 Patterson	Access Spacing	02/06/03	02/25/03	03/03/03	Approved
6	L	2976 Gunnison	Access Spacing	02/20/03	02/25/03	03/03/03	Approved
7	E	2561 G1/2 Road	Reduced Street & ROW Section	03/03/03	03/19/03	04/11/03	Approved as Mod.
8	E	Cottages @ Commons	Access Spacing	03/10/03	03/19/03	03/26/03	Approved
9	L	2527 Foresight Circle	Access on Higher Order Street	03/19/03	04/10/03	04/14/03	Approved as Mod.
10	L	255 Linden Avenue	Maximum Intersection Grades	03/19/03	03/21/03	04/11/03	Approved
11	R	276 Linden Avenue	Street Connectivity	04/03/03	04/23/03	05/14/03	Approved as Mod.
12	E	1430 North Avenue	Access on Higher Order Street	04/07/03	04/10/03	04/11/03	Approved
13	R	761 Valley Court	Access Spacing	04/10/03	04/10/03	04/11/03	Approved
14	R	722 Belford Avenue	Garage Parking Dimensions	04/28/03	05/08/03	05/30/03	Approved
15	R	722 Belford Avenue	Access Spacing	04/28/03	04/29/03	05/06/03	Approved
16	R	St. Mary's Hospital	Access Spacing	04/29/03	04/29/03	05/06/03	Approved
17	E	Civic Lane	Cul-de-Sac Turnaround	05/08/03	05/12/03	05/30/03	Denied
18	L	626 30 Road	Access Spacing	05/15/03	05/28/03	06/11/03	Approved
19	R	519 30 Road	Access Spacing	05/16/03	05/28/03	06/11/03	Approved
20	L	445 N. 17 <sup>th</sup> Street	Alley/Garage Setback	05/22/03	05/28/03	06/11/03	Approved
21	E	2321 Logos Drive	Access Spacing	05/30/03	05/30/03	06/13/03	Approved
22	R	3150 27 ½ Road	Mail Box Enclosure	06/04/03	06/04/03	06/13/03	Denied
23	L	2824 North Avenue	Access Spacing & ROW Width	06/12/03	06/25/03	07/01/03	Approved Access
24	L	Red Tail Ridge 2955 Hwy 50	Block Length & Distance Between Intersections	07/14/03	07/23/03	07/30/03	Approved
25	L	584 N. Commercial Dr.	Access Spacing	07/21/03	08/04/03	08/19/03	Approved
26	R	276 Linden Avenue	Tangents & Intersection Spacing	07/28/03	08/06/03	08/18/03	Approved
27	K	Bass Street	Street Width & Sidewalk	07/29/03	08/06/03	08/18/03	Approved
28	E	2776 S. Hwy 50	Street Width	07/21/03	08/14/03	09/04/03	Approved as Mod.
29	E	2561 G.5 Road	Tangent Length	07/22/03	08/11/03	08/18/03	Approved
30	L	588 N. Commercial Dr.	Access Spacing	08/04/03	08/13/03	08/18/03	Approved
31	L	779 22 Road	Access Spacing	08/13/03	08/19/03	09/04/03	Approved
32	R	517 Melody Lane	Delete Cul-de-sac Turnaround	08/19/03			
33	L	1015 North Avenue	Corner Clearance & Throat Len.	08/25/03			
34	R	2546 Rimrock Avenue	Access on Higher Order Street	08/26/03			

**CITY OF GRAND JUNCTION**

**Resolution No. \_\_\_\_\_**

**A RESOLUTION ADOPTING THE REVISED TRANSPORTATION ENGINEERING  
DESIGN STANDARDS (TEDS) MANUAL**

**RECITALS:**

The City of Grand Junction Public Works Department, Transportation Engineering Division, has completed a comprehensive revision to the Transportation Engineering Design Standards (TEDS) Manual.

The proposed TEDS manual changes have been referred to various public and private agencies and design consultant and engineering firms for their review and comments; those comments have been incorporated and resulted in revisions as appropriate.

Grand Junction Planning Commission, at its August 12, 2003 hearing, recommended that the City Council adopt the revised TEDS.

The TEDS Manual was first adopted by reference in Chapter 6 of the Zoning and Development Code by the City Council on March 7, 2000 and subsequently revised and adopted by Resolution No. 111-01 on November 7, 2001. Because the manual being adopted by this resolution is the latest edition of the document the adoption may occur by resolution.

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

The TEDS Manual with revisions dated July, 2003 is hereby approved and shall be in full force and effect.

PASSED and ADOPTED this \_\_\_\_\_ day of September, 2003.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of the Council

**Attach 6  
Bass Street Storm Drainage Improvements  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Construction Contract for Bass Street Storm Drainage Improvements					
<b>Meeting Date</b>	September 17, 2003					
<b>Date Prepared</b>	September 2, 2003				File # - N/A	
<b>Author</b>	T. Kent Harbert			<b>Project Engineer</b>		
<b>Presenter Name</b>	Tim Moore			<b>Public Works Manager</b>		
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:**

Award of a construction contract for the **Bass Street Storm Drainage Improvements Project** to Skyline Construction, Inc. in the amount of \$146,154.60. The project consists of the installation of a storm drain pipe in Bass Street from West Hall Avenue to Independent Avenue, the installation of a diversion pipe from the Buthorn Drain to the new storm drain pipe to route flows to West Lake for aquatic enhancement and the installation of curbs and gutters along portions of Bass Street.

**Budget:**

This project is funded under the 202 Fund using 2002 Program Year CDBG funds. The 2003 budget for this project is \$200,000.

The estimated project costs will be:

Construction	\$146,000
Right-of-way/easement acquisition	500
Design	21,500
Construction Inspection and Administration	<u>12,000</u>
<b>Total Project Costs</b>	<b>\$180,000</b>

<b>Funding:</b>	
Community Development Block Grant	<b><u>\$231,000</u></b>



Estimated amount available for redistribution  
under the CDBG program

**\$51,000**

The remaining balance available for reallocation or redistribution will require an amendment to the City's CDBG 2002 Action Plan. All amendments require a public hearing and approval by City Council.

**Action Requested/Recommendation:**

Authorize the City Manager to sign a Construction Contract for the **Bass Street Storm Drainage Improvements Project** with Skyline Construction, Inc. in the amount of \$146,154.60.

**Attachments:** none

**Background Information:**

The **Bass Street Storm Drainage Improvements** project is fully funded under a Community Development Block Grant.

The project will alleviate historic flooding problems that have impacted the mobile home park on the west side of Bass Street and businesses along the east side of the street between West Hall Avenue and Independent Avenue. A major drain inlet will be located at the west end of the City's park property between West Hall Avenue and Lakeshore Drive.

Bids for the project were opened on September 2, 2003. The low bid was submitted by Skyline Construction in the amount of \$146,154.60. The following bids were received:

<u>Bidder</u>	<u>From</u>	<u>Bid Amount</u>
Skyline Contracting, Inc.	Grand Junction	\$146,154.60
M.A. Concrete Constr., Inc.	Grand Junction	\$150,219.60
Sorter Construction, Inc.	Grand Junction	\$167,550.10
Reyes Construction	Grand Junction	\$176,246.20
Engineer's Estimate		\$164,099.00

**Attach 7**  
**2003 Sewer Interceptor Rehabilitation Change Order No. 2**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	2003 Sewer Interceptor Rehabilitation Change Order No. 2					
<b>Meeting Date</b>	September 17, 2003					
<b>Date Prepared</b>	September 8, 2003				<b>File #</b>	
<b>Author</b>	Mike Curtis Trent Prall		<b>Project Engineer</b> <b>City Utility Engineer</b>			
<b>Presenter Name</b>	Mark Relph		<b>Public Works and Utilities Director</b>			
<b>Report results back to Council</b>	X	<b>No</b>		<b>Yes</b>	<b>When</b>	
<b>Citizen Presentation</b>		<b>Yes</b>	X	<b>No</b>	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:**

Western Slope Utilities has requested a change order for additional bypass pumping for the 2003 Sewer Interceptor Rehabilitation Project in the amount of \$52,072.00. The City has also requested that the contractor complete additional Cured in Place Pipe (CIPP) work for the 2003 Alley Improvement District for \$11,992.00. The total amount of this change order is \$64,064.00.

**Budget:**

	Interceptor Rehab / Fund 904 / F10100	Collection System Repl Fund 905 / F10200	Swr Repl in Alleys Fund 905 / F10300	Total
2003 Swr Int Rehab				
Original contract	\$452,974	\$75,884	<b>\$0</b>	\$528,858
Previously approved C. O. #1	\$17,082			
<b>Proposed Change Order #2</b>	\$51,572	\$500	\$11,992	<b>\$64,064</b>
<b>Subtotal 2003 Swr Int Rehab</b>	<b>\$521,628</b>	<b>\$76,384</b>	<b>\$11,992</b>	<b>\$592,922</b>
Engineering and Admin	\$22,269	\$3,731	\$603	\$26,603
Alley ID sewer repl	\$0		\$188,514	\$188,514
Deduct from Alley contract	\$0		-\$15,970	-\$15,970
Other sewer work	\$260,400	\$464,265	\$0	\$724,665
<b>Subtotal Other Costs</b>	<b>\$282,669</b>	<b>\$467,996</b>	<b>\$173,147</b>	<b>\$923,812</b>

Total Cost	\$804,297	\$544,380	\$185,139	\$1,516,734
Budget*	\$804,297	\$544,380	\$190,000	\$1,538,677
<b>Remaining Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,861</b>	<b>\$4,861</b>

\*Budget based on 2003 Revised

**Action Requested/Recommendation:**

Authorize the City Manager to execute a change order for the 2003 Sewer Interceptor Rehabilitation with Western Slope Utilities in the amount of \$64,064.00.

**Attachments:** Location Map

**Background Information:**

This change order is for the following:

1. **Additional bypass pumping.** The bypass pumping pay item for the River Road Interceptor was by the day. 0.5 days was the original contract quantity. Western Slope Utilities spent 7 days total to set the bypass up bypass pump, and disassemble. Western Slope Utilities submitted time and materials documentation in lieu of payment at the unit price rate of \$16,278.00 per day saving the City approximately \$62,000 in costs if the unit price rate was used for payment. Additional bypass pumping time was also required for the Horizon Drive Interceptor and the Independent Avenue Collection System. The unit prices for the bypass pumping for these two areas were used. About 50% of the additional work was necessary to remove debris and sediment prior to lining of the interceptor.
  
2. **Additional work for 2003 Alley Improvement District Sewer Replacements.** The City requested that Western Slope Utilities line 338 feet of 6 inch sanitary sewer line as part of the 2003 Alley Improvement District Sewer Replacement. Western Slope Utilities submitted a unit price of \$34.00 per lineal foot to line the sewer pipe and a lump sum price of \$500.00 for bypass pumping. By having the sewer "lined" rather than a full dig and replace saved the sewer fund \$3,978 as shown on the table above.
  
3. **Additional Time.** Western Slope Utilities also requested a time extension for project completion to complete emergency change order work on another project in Phoenix, Arizona. The requested final completion date is October 31, 2003. CIPP work remains to be completed on Crosby Avenue and Colorado Avenue.

According to the City's Purchasing policies, this change order #2 requires City Council approval since the amount of the change order and the aggregate of the changes orders (#1 and #2) exceed \$50,000.

# 2003 Interceptor Rehabilitation Locations

Lakeside Drive

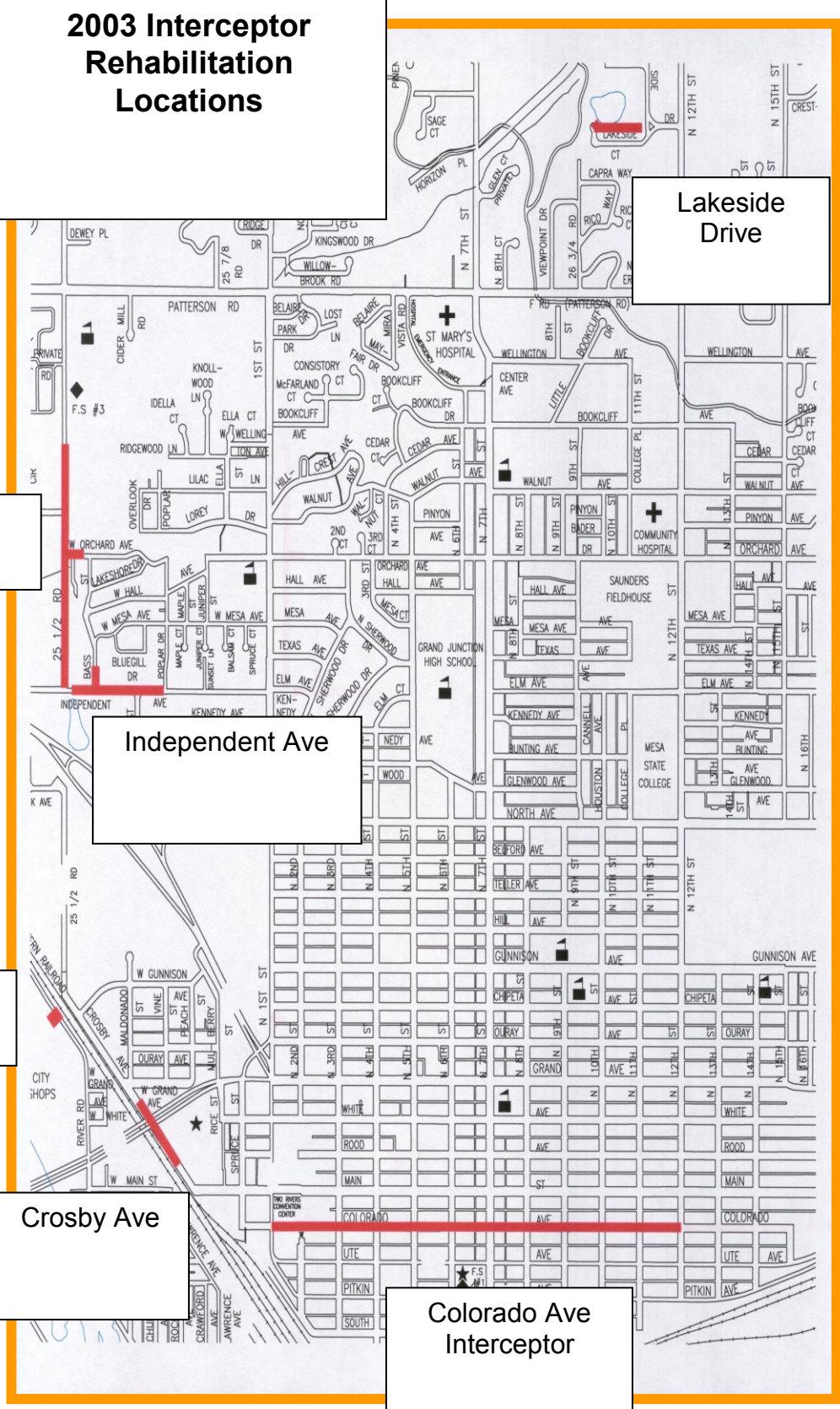
25 1/2 Rd

Independent Ave

City shops

Crosby Ave

Colorado Ave Interceptor



**Attach 8**  
**Enterprise Zone Boundary Adjustment Recommendation**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Enterprise Zone Boundary Adjustment Recommendation					
<b>Meeting Date</b>	September 17, 2003					
<b>Date Prepared</b>	September 11, 2003				<b>File #</b>	
<b>Author</b>	Seth Hoffman			<b>Administration Intern</b>		
<b>Presenter Name</b>	David Varley			<b>Assistant City Manager</b>		
<b>Report results back to Council</b>		<b>No</b>	<input checked="" type="checkbox"/>	<b>Yes</b>	<b>When</b>	To be determined
<b>Citizen Presentation</b>	<input checked="" type="checkbox"/>	<b>Yes</b>		<b>No</b>	<b>Name</b>	Thea Chase Gilman
	<b>Workshop</b>	<input checked="" type="checkbox"/>		<b>Formal Agenda</b>		<b>Consent</b> <input checked="" type="checkbox"/> <b>Individual Consideration</b>

**Summary:** The attached letter expresses support for the expansion of the Mesa County Enterprise Zone to include the South Downtown census tract. When the Enterprise Zone was established in Mesa County in 1986, the Enterprise Zone boundary covered all of the South Downtown area with the exception of the area south of Struthers to the Colorado River. It was assumed at that time that the entire tract would become park area when the City purchased many of the parcels in the area. However, the City does not plan to purchase any additional property in the area and the privately owned parcels were zoned C-2.

**Budget:** N/A

**Action Requested/Recommendation:** Authorize the Mayor to sign a letter to the Colorado Economic Development Commission in support of expanding the Mesa County Enterprise Zone to include the south side of Struthers Avenue.

**Attachments:** Draft letter of support; map of proposed boundary expansion area.

**Background Information:** Due to the economically distressed nature of the tract identified in the 2000 census, it qualifies for Enterprise Zone status. The unemployment rate for the census tract was 9.77% in 2000 compared with 3% statewide. In addition, per capita income was \$13,435 compared with \$24,046 for the state in 2000. These disparities qualify the area for inclusion in the Enterprise Zone.

Expanding the Enterprise Zone to include the South Downtown area was requested by several property owners in the area, one of which is planning to break ground on a new business this fall, several more of which are in a conceptual stage.

The availability of Enterprise Zone tax credits will assist the property owners in developing businesses that will create jobs and make capital investments in an area that is economically distressed.



City of Grand Junction, Colorado

*250 North Fifth Street 81501-2668*

*970-244-1507*

*FAX: (970) 244-1456*

September 18, 2003

Colorado Economic Development Commission  
c/o Governor's Office of Economic Development  
1625 Sherman St. Ste. 1710  
Denver, CO 80202

Dear Madam/Sir:

This letter is in support of the request for expansion of the Mesa County Enterprise Zone to include the south side of Struthers Avenue to Watson Island in the City of Grand Junction. When the Enterprise Zone boundaries were first drawn for this area in 1986, the plans for these parcels were quite different from what they are today. Since that time, the zoning has been changed for the remaining privately held parcels to accommodate this change in direction.

This would be a natural extension of the already existing South Downtown portion of the Enterprise Zone. The City Planning Department is currently working with several property owners of these parcels for commercial projects and we understand that inclusion in the Enterprise Zone would provide important benefit to these projects.

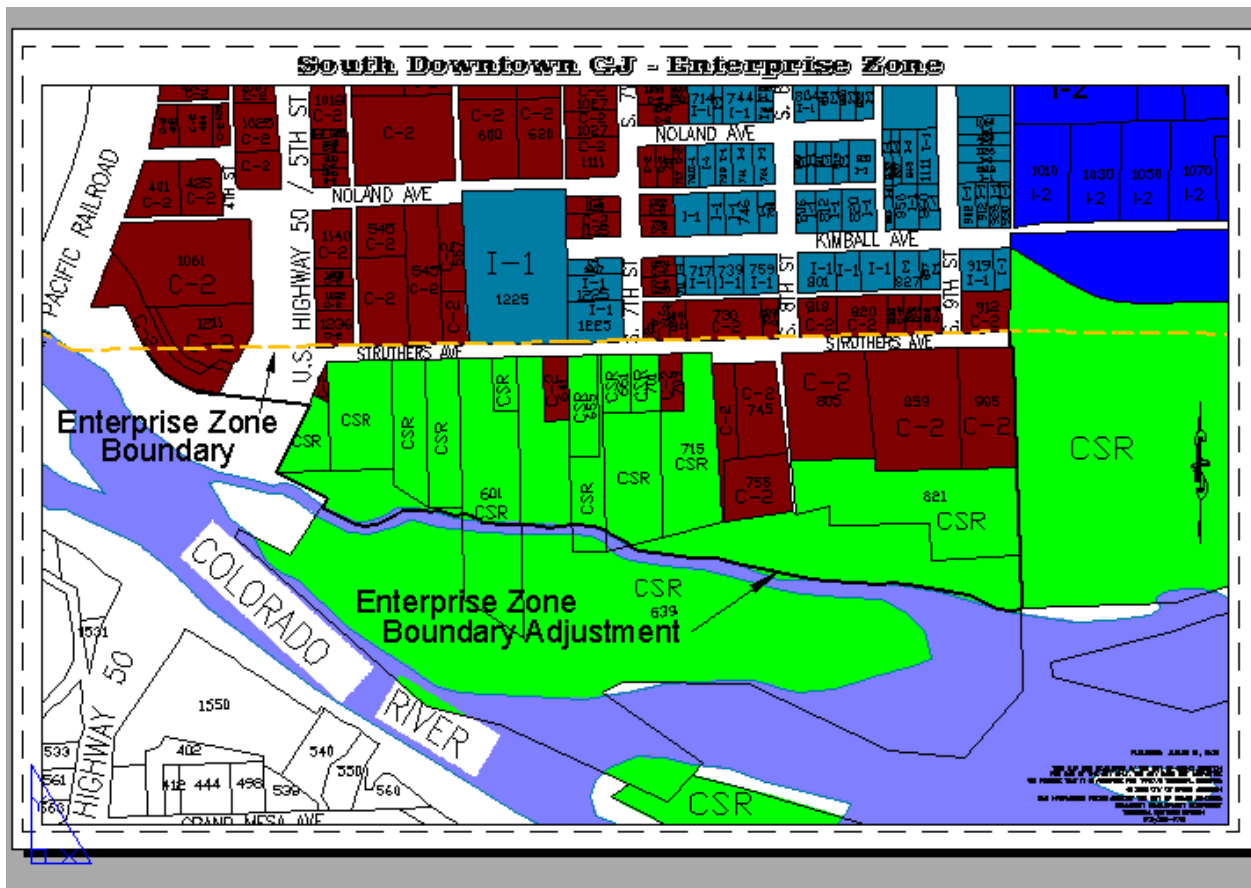
The South Downtown area redevelopment will be addressed comprehensively in a study that the City is commissioning in 2004. We understand the census tract has some of the highest unemployment levels and lowest per capita income numbers within the City of Grand Junction.

Thank you for your consideration.

Sincerely,

Hon. Jim Spehar  
Mayor





**Attach 9  
Public Hearing – Removing the Files Property from the 201 Sewer Service Area  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Joint Resolution to Remove Files Property from 201 Sewer Service Area					
<b>Meeting Date</b>	September 17, 2003					
<b>Date Prepared</b>	September 8, 2003				<b>File #</b>	
<b>Author</b>	Greg Trainor			Utilities Manager		
<b>Presenter Name</b>	Mark Relph			Public Works and Utilities Director		
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b> X <b>Individual Consideration</b>

**Summary:**

Joint City-County resolution to remove all of the Doyle and Sandra Files property (on Monument Road) from the 201 Sewer Service Area.

**Budget:**

NA

**Action Requested/Recommendation:**

Hold public hearing and adopt attached joint City-County resolution removing .5 acres of the Doyle and Sandra Files property from the 201 Sewer Service Area.

**Attachments:**

1. Minutes from the Joint Persigo meeting between the City Council and County Commissioners dated April 24, 2003.
2. A Joint Resolution of the City Council of the City of Grand Junction and the Mesa County Board of County Commissioners removing a portion of Parcel No. 2945-291-00-066 (Files Property) from the 201 Sewer Service Area boundary.

**Background Information:**

This public hearing and Joint Resolution concludes the formal action initiated by the City Council and County Commissioners at their April 24, 2003 Persigo meeting. Doyle and Sandra Files made a formal request to the City and the County, on September 9, 2002 to have Parcel No. 2945-291-00-066 (Files property) de-annexed by the City and removed from the 201 Sewer Service Area boundary by both the City and the County.

Thirty-nine and one-half (39.5) acres of the Files Property is currently outside of the 201 Sewer Service Area boundary, south of Monument Road and .5 acres is currently within the 201 Sewer Service Area boundary, north of Monument Road.

The request was discussed on April 24, 2003 by both the City and the County in a joint meeting of the City Council and the Board of County Commissioners and a motion was made to remove the .5 acres of the Files property which is currently within the 201 Sewer Service Area boundary, north of Monument Road, insuring that all of Parcel No. 2945-291-00-066 (Files Property) is outside the 201 Sewer Service Area boundary and not available for sewer service from the Persigo Sewer System. This removal will result in the 201 Sewer Service Area boundaries being redrawn to exclude all of Parcel 2945-291-00-066.

Deannexation of the property by the City of Grand Junction was initiated by Community Development and is pending the outcome of this 201 boundary amendment.

**CITY OF GRAND JUNCTION CITY COUNCIL  
and  
BOARD OF COUNTY COMMISSIONERS FOR MESA COUNTY  
JOINT PERSIGO SPECIAL MEETING  
APRIL 24, 2003**

City and County representatives met at 1:30 p.m. on April 24, 2003 at Two Rivers for a tour of the area around 21.5 and H Roads and 22 and H Roads. The meeting convened at Two Rivers Convention Center in the Adobe-Escalante Room immediately following.

County Commissioner Chair Jim Baughman called the meeting to order at 2:35 p.m. and introduced his fellow Commissioners Doralyn Genova and Tilman Bishop.

President of the Council Cindy Enos-Martinez introduced her fellow Councilmembers Jim Spehar, Dennis Kirtland, Harry Butler and Bill McCurry. Also present was Council-elect Gregg Palmer. Councilmembers Janet Terry and Reford Theobald were absent.

Also present were City staffers City Manager Kelly Arnold, City Attorney Dan Wilson, Public Works and Utilities Director Mark Relph, Community Development Director Bob Blanchard, Utilities Manager Greg Trainor, Utilities Engineer Trent Prall and City Clerk Stephanie Tuin. County staffers present were County Administrator Bob Jasper, County Attorney Lyle Dechant, Planning Director Kurt Larsen, Public Works Director Pete Baier, Planner Keith Fife and Clerk to the Board Bert Raley. Also present was Larry Beckner, attorney for several Special Districts.

**1. REVIEW OF PREVIOUSLY APPROVED MINUTES OF OCTOBER 14, 2002**

The Commissioners and the Council acknowledged that they have previously approved their respective minutes.

**2. SEWER VARIANCE PROCEDURE**

A request to change the Wastewater Regulations regarding a variance procedure in residential areas.

Mark Relph, Public Works and Utilities Director, introduced the first discussion item. He noted that the sewer regulations were written some time ago and that two incidents have come up where it seemed appropriate to waive the sewer hook-up

Joint Special Meeting – City/County

April 24, 2003

requirement, but the current regulations do not allow such variances. He suggested there are two options for the governing boards to consider: change the Persigo Agreement at the next annual meeting or the City can amend the existing sewer regulations. If the sewer regulations are to be amended, then some criteria should probably be developed.

Commission Chair Baughman asked Mr. Relph to review the situation in more detail for new Commissioner Tilman Bishop, which he did. Councilmember Kirtland noted that the Council felt that it was only right to discuss it with the Commissioners. Chairman Baughman asked why this situation exists when the two bodies tried to delete all properties that would not logically hook onto to sewer from the 201 boundary. Mr. Relph noted that large and obvious areas were deleted. Large (infill) type lots that are split could not practically be taken out.

Mr. Relph noted that if such a variance is granted, he would suggest that the petitioner sign a Power of Attorney for a sewer improvement district and pay for that up front. The requirement to install dry sewer lines is also a possibility.

Both bodies agreed not to make the variance procedure too complicated or drawn out time-wise for the petitioner.

It was added by Community Development Director Bob Blanchard that the Zoning and Development Code would also have to be amended and the issue would go before Planning Commission before final adoption with City Council.

Commissioner Bishop asked procedurally how things are decided. County Administrator Bob Jasper advised that both bodies will vote separately.

City Manager Arnold said there is a consensus so Staff will work out the details and bring back the amendments to the next meeting.

### **3. REQUEST FOR DE-ANNEXATION AND 201 BOUNDARY CHANGE**

Doyle Files has requested exclusion from the 201 District.

Utilities Manager Greg Trainor explained the request and the history of the Request. The Files want to de-annex the portion of their property north of Monument Road and then they can develop through the County process. The question is whether or not it would ever be served by sewer. Because of adjacent public lands, topography, zoning and distance to existing sewer lines, the chances are pretty slim. Existing sewer is about two miles away in each direction, so it would not be economically feasible. It is Staff's opinion to leave the 201 boundary as is and have the Files petition to de-annex.

-2-

Joint Special Meeting – City/County

April 24, 2003

Commissioner Chair Baughman asked if one option is to leave the piece north of Monument Road within the 201. Mr. Trainor answered affirmatively and it could be served with sewer, but more likely it would need a variance if the owners want to build on it.

Chairman Baughman thought there were other properties north of Monument Road that should also be taken out of the 201.

Mr. Trainor advised that Mr. Files has also mentioned trading an access agreement for that triangular piece of his property north of Monument Road. Mr. Trainor clarified the options. 39.8 acres are not in the 201 boundary but are in the City. It is suggested that the 201 boundary stay the same and then the City must decide whether to de-annex. Another option is to take the ½ acre triangle north of Monument Road out of the 201 boundary and the City can decide on de-annexation.

Commissioner Doralyn Genova moved to de-annex the Files property from the 201 boundary. Commissioner Tilman Bishop seconded. Motion carried.

Councilmember Spehar moved same motion, Councilmember Kirtland seconded. Motion carried.

#### **4. PROJECT UPDATES:**

##### **1. Bio-solids.**

Pete Baier, County Public Works Director, reviewed this item. Current practice is

to dispose of biosolids at the landfill. It is becoming an issue as there is an increasing methane problem and biosolids produce methane when mixed with garbage. Other options are being pursued. Mr. Baier listed the options: 1 – do nothing, 2 – pre-dry the solids, 3 – privatize disposal, and 4 – examine new ways of integrating the solids into composting. The trial of integrating the biosolids into the composting program was met with neighborhood resistance. Option 1 will not be an option forever with the growth. Option 2 – pre-dry the solids - will have capital costs and may meet with neighborhood resistance for this process. Option 3 – there are no private companies available right now. With composting programs being successful in other communities, Staff is recommending going forward on option 4.

Commission Chair Baughman recalled that an organization (People Organized Against Odor Pollution a.k.a. "POOP") had opposed this plan. Mr. Baier agreed and said the result is that Staff needs to work with that group and others in

City Resolution No. \_\_\_\_\_

County Resolution No. \_\_\_\_\_

**A Joint Resolution of the City Council of the City of Grand Junction and the Mesa County Board of County Commissioners removing a portion of Parcel No. 2945-291-00-066 (Files Property) from the 201 Sewer Service Area boundary.**

**Recitals:**

The City of Grand Junction (City) and the County of Mesa (County) entered into an Intergovernmental Agreement dated October 13, 1998 (the Persigo Agreement) relating to City growth and joint policy making for the Persigo Sewer System.

One of the goals of the Persigo Agreement was for the City and the County to jointly participate, from time to time, in amending the boundary of 201 Sewer Service Area boundary.

Doyle and Sandra Files made a formal request to the City and the County, on September 9, 2002 to have Parcel No. 2945-291-00-066 (Files property) disconnected (de-annexed) by the City and removed from the 201 Sewer Service Area boundary by both the City and the County.

The majority of the Files Property (39.5 acres) of the Files Property is currently outside of the 201 Sewer Service Area south of Monument Road and .5 acres is currently within the 201 Sewer Service Area boundary, north of Monument Road.

The property owner's request was discussed by both the City and the County in a joint meeting on April 24, 2003. The City Council and the Board of County Commissioners determined that all of the Files Property) should be outside the 201 Sewer Service Area boundary and therefore not available for sewer service.

**Now, therefore, be it resolved by the Grand Junction City Council and the Board of County Commissioners of the County of Mesa, State of Colorado (acting jointly but sitting in separate sessions) as follows:**

That the .5 acres of the Files Property, which is currently within the 201 Sewer Service Area boundary, north of Monument Road, be removed from the 201 Sewer Service Area boundary, resulting in all of the Files Property being outside of the 201 Sewer Service Area boundary and not available for sewer service from the Persigo Sewer System.



**Passed and adopted** this \_\_\_\_ day of \_\_\_\_\_ 2003.

City of Grand Junction

By: \_\_\_\_\_  
Mayor, Jim Spehar

Attest: \_\_\_\_\_  
City Clerk

**Adopted** by Mesa County this \_\_\_\_ day of \_\_\_\_\_ 2003

Board of County Commissioners

By: \_\_\_\_\_  
Chairman, Jim Baughman

Attest: \_\_\_\_\_  
County Clerk

**Attach 10**

**Public Hearing – Vacating a Portion of the Right-of-Way for 24 ¾ Road  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA									
<b>Subject</b>		Vacation of a portion of the right-of-way for 24 ¾ Road							
<b>Meeting Date</b>		September 17, 2003							
<b>Date Prepared</b>		September 3, 2003				VR-2003-162			
<b>Author</b>		Pat Cecil			Development Services Supervisor				
<b>Presenter Name</b>		Pat Cecil			Development Services Supervisor				
<b>Report results back to Council</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>		
<b>Citizen Presentation</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>No</b>	<b>Name</b>	
<input type="checkbox"/>	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>			<input type="checkbox"/>	<b>Consent</b>	<input checked="" type="checkbox"/>	<b>Individual Consideration</b>

**Summary:** The petitioner is requesting approval of a vacation of a portion of the dedicated right-of-way for 24 ¾ Road, located between River Road and the Blue Heron Trail. The Planning Commission reviewed the request on August 26, 2003, and recommended approval of the vacation to the City Council.

**Budget:** N/A

**Action Requested/Recommendation:** Conduct the public hearing and adopt the vacation ordinance on the second reading of the ordinance.

**Attachments:**

1. Staff Report/Background Information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Boundary Adjustment Plat showing building encroachment
7. Ordinance with Exhibit A

**Background Information:** See attached Staff Report/Background Information

BACKGROUND INFORMATION			
<b>Location:</b>		South of the junction of 24 ¾ Road and River Road	
<b>Applicants:</b>		Hytech Hydronics Systems, Inc. - Petitioner	
<b>Existing Land Use:</b>		City road right-of-way with a commercial building encroachment	
<b>Proposed Land Use:</b>		Vacate right-of-way and deed vacated right-of-way to adjacent property owners.	
<b>Surrounding Land Use:</b>	<b>North</b>	River Road and the railroad	
	<b>South</b>	The Blue Heron Trail and the river	
	<b>East</b>	Industrial uses	
	<b>West</b>	Industrial uses	
<b>Existing Zoning:</b>		Light Industrial (I-1)	
<b>Proposed Zoning:</b>		Same	
<b>Surrounding Zoning:</b>	<b>North</b>	Light Industrial (I-1)	
	<b>South</b>	Light Industrial (I-1)	
	<b>East</b>	Light Industrial (I-1)	
	<b>West</b>	Light Industrial (I-1)	
<b>Growth Plan Designation:</b>		Commercial-Industrial (east side) and Industrial (west side)	
<b>Zoning within density range?</b> N/A		Yes	No

**PROJECT DESCRIPTION:** The petitioner is requesting City approval of a vacation of a portion of 24 ¾ Road that lies south of River Road and north of the Blue Heron Trail. The area requested to be vacated is comprised of 13,154.21 square feet of area.

**RECOMMENDATION:** The Planning Commission recommends that the City Council approve of the right-of-way vacation with the findings of fact and conclusions listed in the staff report.

**ANALYSIS:**

1. Background: The portion of right-of-way that is being requested to be vacated has an industrial building encroaching within the right-of-way that was constructed in 1982.

The City had agreed in 1997 to vacate this portion of 24 ¾ Road in exchange for the petitioner's dedication of the Blue Heron Trail that crossed his land. The proposed vacation implements that agreement.

The proposed right-of-way to be vacated does not serve any other properties. The vacated right-of-way will be deeded to the two properties adjacent to the right-of-way. Net value of the right-of-way area is estimated to be \$10,000 once the value of all the easements and the value of the previously dedicated Blue Heron Trail are deducted.

A 25' utility easement is proposed to be reserved on the west side of the vacated right-of-way, along with a 14' multi-purpose easement along the River Road frontage.

2. Consistency with the Growth Plan: The proposed right-of-way vacation does not conflict with any goals and policies of the Growth Plan or with the Grand Valley Circulation Plan therefore would be consistent with the Growth Plan.

3. Section 2.11.c of the Zoning and Development Code:

Requests vacate any public right-of-way or easement must conform to all of the following:

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

The portion of right-of-way requested to be vacated is not a component of the Grand Valley Circulation Plan or other plans adopted by the City of Grand Junction. There does not appear to be any conflicts with the Growth Plan.

- b. No parcel shall be landlocked as a result of the vacation.

No parcels will be vacated as a result of the right-of-way vacation.

- c. 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.

Access to any parcels will not be affected by the vacation.

- d. 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).

There will be no adverse affects to public services.

- e. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning and Development Code.

The vacation will not have any affect on public facilities or services.

- f. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

The vacation has no impacts on maintenance requirements since it is unimproved right-of-way.

FINDINGS OF FACT/CONCLUSIONS: After reviewing the 24 <sup>3</sup>/<sub>4</sub> Road right-of-way vacation application, (VR-2003-162) for the vacation of a portion of public right-of-way the Planning Commission made the following findings of fact and conclusions:

1. The requested right-of-way vacation is consistent with the Growth Plan.
2. The review criteria in Section 2.11.C. of the Zoning and Development Code have all been met.

## GENERAL PROJECT REPORT

### A. Project Description

1. Location – 24<sup>3</sup>/<sub>4</sub> Road south of River Road and north of the river.  
Address: 2475 River Road, Grand Junction, CO 81505
2. .164 acres
3. Vacating right-of-way, except for 14 foot multi-purpose reservation.

B. In May 1994, the City and the Riverfront Foundation entered into an agreement with Hytech Hydronics Systems, Inc. The agreement included the City vacating this right-of-way in exchange for an easement for the Blue Heron II Trail over Hytech Hydronics Systems, Inc. The public is benefiting from the trail today due to said exchange.

C. Not applicable.

D. 1. Vacating this right-of-way has no growth plan implications.

2. Industrial use and park.

3. No parcel shall be landlocked. Access to any parcel shall not be restricted unreasonably, economically prohibitive, nor will it reduce or devalue any property affected by the proposed vacation.

4. Not applicable.

5. Not applicable.

6. There shall be no adverse impacts on 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. There will be no impact.

7. Not applicable.

8. Not applicable.

9. Not applicable.

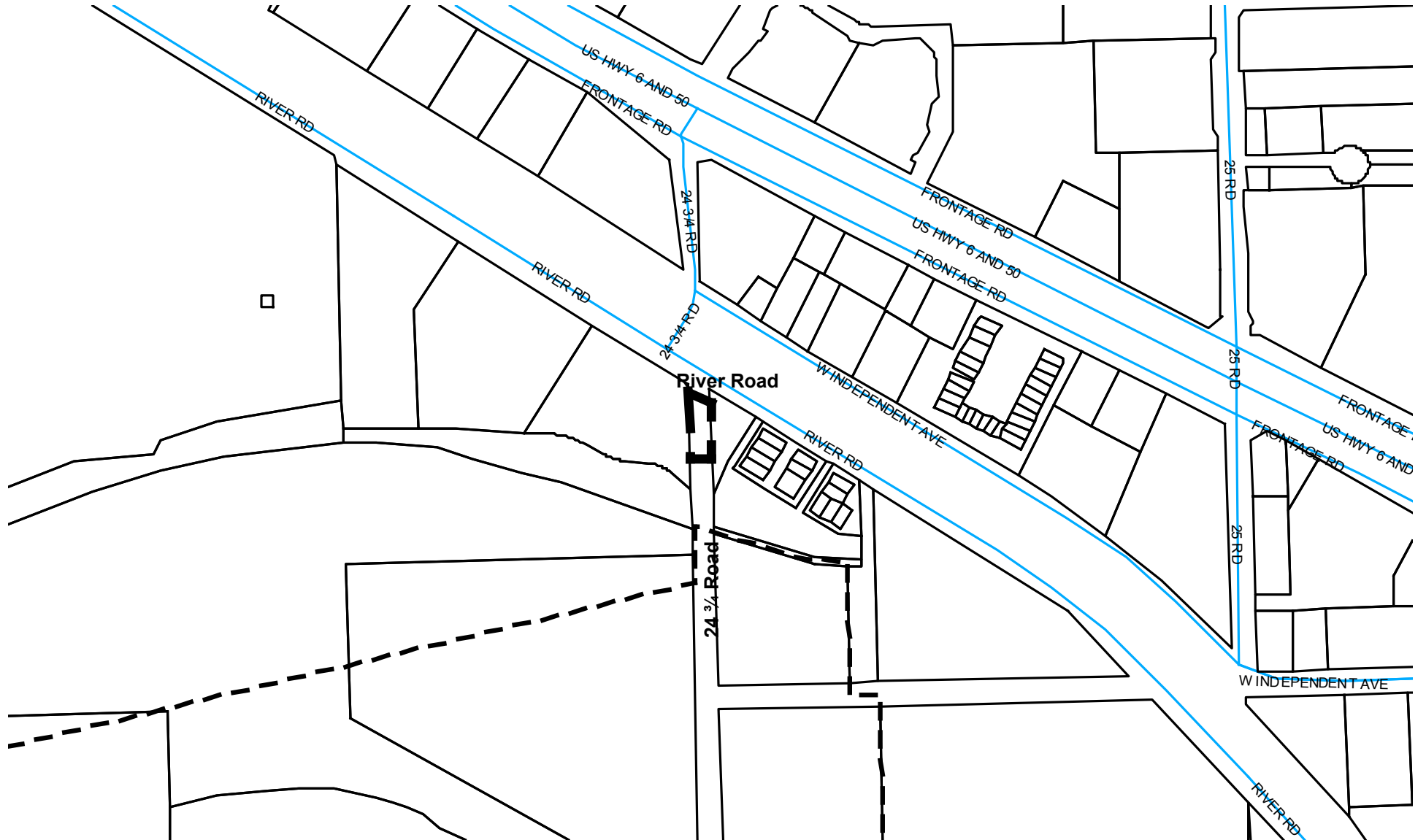
10. Not applicable.

11. Not applicable.

E. Not applicable.

# Site Location Map

Figure 1



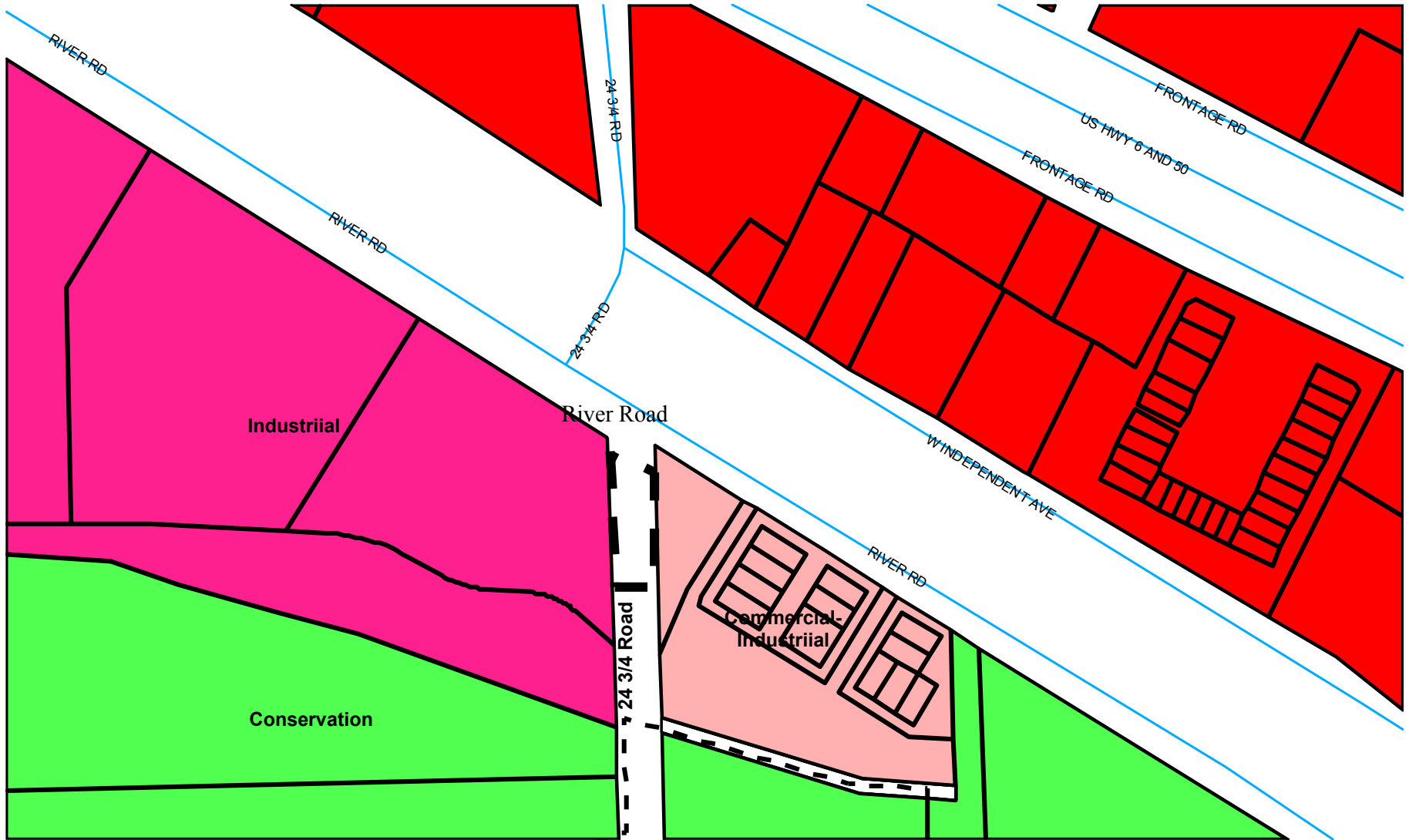
# Aerial Photo Map





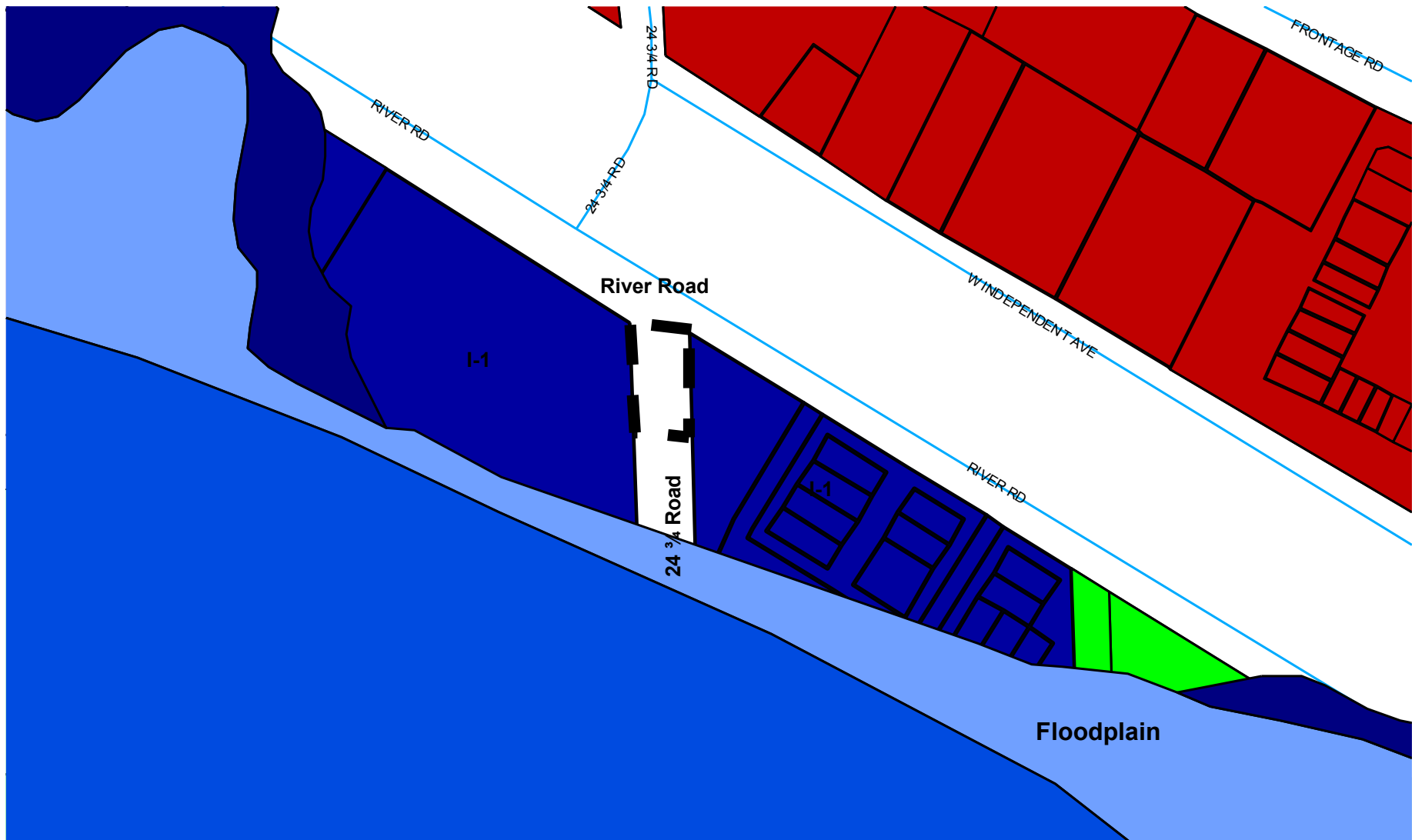
# Future Land Use Map

Figure 3



# Existing City and County Zoning

Figure 4

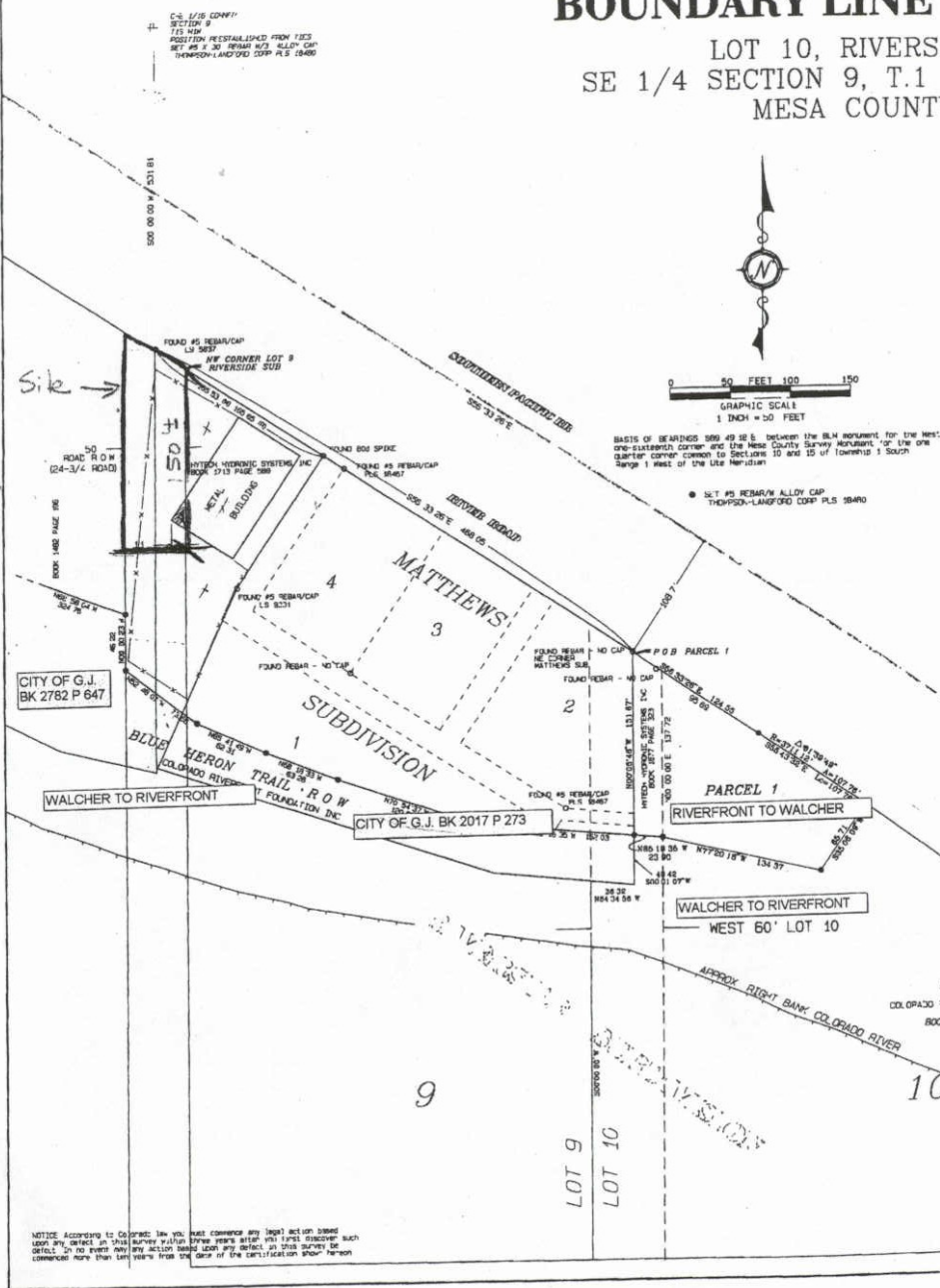


NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

LOCALITY

# BOUNDARY LINE ADJUSTMENT PLAT

## LOT 10, RIVERSIDE SUBDIVISION SE 1/4 SECTION 9, T.1 S., R.1 W., UTE MERIDIAN MESA COUNTY, COLORADO



**PROPERTY DESCRIPTION**

**PARCEL 1**  
A portion of Lot 10 of Riverside Subdivision as recorded in Plat Book 1 at Page 28 of the records of the County of Mesa State of Colorado said parcel being more particularly described as follows:  
**NOTE** All bearings cited herein are relative to 280°45'12" E between the BLM monument for the West one-eighth corner and the Mesa County Survey Monument for the one-quarter corner common to Sections 10 and 15 of Township 1 South Range 1 West of the 10th Meridian  
Beginning at the Northeast corner of Matthews Subdivision as marked by a number five rebar said corner being on the North line of said Lot 10 S 88°33'38" E a distance of 124.65 feet.  
Thence along the North line of said Lot 10 S 77°20'25" W a distance of 134.37 feet to the East line of Matthews Subdivision Thence continuing along the North line of said Lot 10 107.76 feet along the arc of a 3711.12 foot radius curve to the right through a central angle of 01°39'48" with a chord bearing S 50°45'32" E a distance of 107.76 feet.  
Thence S 35°08'06" W a distance of 65.71 feet  
Thence along the North line of said Lot 10 S 85°18'05" W a distance of 23.90 feet to the East line of Matthews Subdivision Thence along said East line N 00°00'00" W a distance of 107.76 feet to the Point of Beginning

**PARCEL 2**  
Lots 11 and 12 in Riverside Subdivision as recorded in Plat Book 1 Page 28 of the Mesa County records County of Mesa State of Colorado.  
**EXCEPT** That portion of said Lot 10 platted as Matthews Subdivision  
**AND EXCEPT** That portion of said Lot 10 described as follows:  
**NOTE** All bearings cited herein are relative to 280°45'12" E between the BLM monument for the West one-eighth corner and the Mesa County Survey Monument for the one-quarter corner common to Sections 10 and 15 of Township 1 South Range 1 West of the 10th Meridian  
Beginning at the Northeast corner of the West sixty feet of said Lot 10.  
Thence along the North line of said Lot 10 S 50°33'38" E a distance of 95.89 feet  
Thence continuing along the North line of said Lot 10 107.76 feet along the arc of a 3711.12 foot radius curve to the right through a central angle of 01°39'48" with a chord bearing S 50°45'32" E a distance of 107.76 feet.  
Thence S 35°08'06" W a distance of 65.71 feet  
Thence N 77°20'25" W a distance of 134.37 feet to the East line of the West sixty feet of said Lot 10 Thence along said East line N 00°00'00" W a distance of 107.76 feet to the Point of Beginning

**NOTES**

- The survey was performed without benefit of a current title commitment and does not constitute a title search by this surveyor or Thompson-Langford Corp. Except as addressed in Note 3 below the client did not request that easements or rights-of-way be researched or shown.
- Line shown as approximate bank Colorado River was digitized from aerial photography.
- Fifty foot road right-of-way for 24-3/4 Road shown as platted by Riverside Subdivision Parcel 3 adjoining to west is described by notes and bounds which runs approximately to the centerline of the right-of-way. Parcel adjoining to east is described as a portion of Lot 9 of Riverside Subdivision. No record of right-of-way was discovered in the course of this survey. Right-of-way is currently being used as a parking area. It should be noted that any variation of this right-of-way may have the potential to encroach upon the parcel being the remainder of Lot 9 of Riverside Subdivision.
- Matthews Subdivision a replat of part of Lots 9 and 10 of Riverside Subdivision is described by its plat found at the approximate centerline of 24-3/4 Road was apparently accepted as the Northwest corner of boundaries. The boundaries as stated were considered to be the best evidence of the intent of the parties to the plating of Matthews Subdivision as to its location.

**SURVEYOR'S STATEMENT**

I, Kenneth Scott Thompson, a registered Professional Land Surveyor in the State of Colorado do hereby state that the Survey shown herein was prepared under my supervision and that the descriptions and plat herein are accurate representations of said survey.

Kenneth Scott Thompson  
PLS 16480  
Date: \_\_\_\_\_  
State of Colorado

**COLORADO RIVERFRONT FOUNDATION  
HYTECH HYDRONIC SYSTEMS  
BOUNDARY LINE ADJUSTMENT**

**SECTION NE/4 SE/4 S 9 TOWNSHIP 1 S RANGE 1 W MERIDIAN  
THOMPSON-LANGFORD CORPORATION  
529 25 1/2 ROAD - # B-210  
Grand Junction CO 81505 (970) 243-60  
Signed By: DR. Checked By: KST Job No: 0006-0  
Drawn By: TEHARUJEL Date: March 24 1997 Sheet 1 of 1**

**LAND SURVEY DEPOSITS**  
Mesa County Surveyor's Office  
Date: 03-25-97  
Book: 1 Page: 42  
Reception No: 1531-97

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. To no extent may this action be based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.



**CITY OF GRAND JUNCTION**

**Ordinance No.**

**AN ORDINANCE VACATING A PORTION OF THE 24 ¾ ROAD RIGHT-OF-WAY  
LOCATED BETWEEN RIVER ROAD AND THE BLUE HERON TRAIL**

RECITALS:

A vacation of a portion of the dedicated right-of-way for 24 ¾ Road has been requested by the adjoining property owners.

The City Council finds that the request is consistent with the Growth Plan, the Grand Valley Circulation Plan and Section 2.11 of the Zoning and Development Code.

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

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

The following described dedicated right-of-way for 24 ¾ Road is hereby vacated subject to the listed conditions:

1. Applicants shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.

The following right-of-way is shown on "Exhibit A" (Sheet 1 & 2) as part of this vacation of description.

Dedicated right-of-way to be vacated:

A portion of the following described public right-of-way for 24 ¾ Road, situate in the Southeast 1/4 of Section 9, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, as dedicated with the plat of Riverside Subdivision, recorded in Plat Book 1 at Page 28 in the office of the Mesa County Clerk and Recorder, said right-of-way being more particularly described as follows, to wit:

Commencing at the Northwest Corner of Lot 9 of said Riverside Subdivision, and considering the West line of said Lot 9 to bear S 00°00'39" W with all bearings contained herein being relative thereto; thence along a line which is common with the West boundary line of said Lot 9 and the East right-of-way line for 24 ¾ Road, S 00°00'39" W a distance of 23.95 feet to the True Point of Beginning;

Thence along said common line, S 00°00'39" W a distance of 263.56 feet to Northerly, whose long chord bears N 60°17'39" W with a long chord length of 19.60 feet; thence leaving said common line, Westerly along the arc of said curve, through a central angle of 10°50'39", a distance of 19.63 feet to a point of compound curvature of a 11,794.87 foot radius non-tangent curve, concave Northeasterly, whose long chord bears N 50°17'22" W with a long chord length of 42.85 feet; thence Northwesterly along the arc of said curve, through a central angle of 00°12'29", a distance of 42.85 feet to a point being the Southeast corner of Lot 3 of Barmac Subdivision as recorded in Plat Book 18 at Page 84 in the office of the Mesa County Clerk and Recorder;

Thence along a line which is common with the East boundary of said Lot 3 and the West right-of-way line for B 3/4 Road, N 00°00'39" E a distance of 259.44 feet to the Northeast corner of Lot 3 of said Barmac Subdivision;

Thence leaving said common line, S 56°35'44" E a distance of 59.89 feet to the Point of Beginning,

EXCEPTING THEREFROM the reservation by the City of a 14-foot wide Multi-Purpose Easement for the use and benefit of the City and for the use and benefit of the Public Utilities, as approved by the City, as Perpetual Easements for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, as approved by the City, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, water lines, telephone lines, and also of the installation, operation, maintenance, repair and replacement of traffic control facilities, street lighting, landscaping, trees and grade structures, as approved by the City, on, along, over under, through and across the following described portion of the aforescribed right-of-way, to wit:

Commencing at the Northwest Corner of Lot 9 of said Riverside Subdivision; thence along a line which is common with the West boundary line of said Lot 9 and the East right-of-way line for 24 3/4 Road, S 00°00'39" W a distance of 23.95 feet to the True Point of Beginning;

Thence S 00°00'39" W along the West boundary of said Lot 9 a distance of 16.77 feet;

Thence leaving the West boundary line of said Lot 9, N 56°35'44" W a distance of 59.89 feet to a point on the West boundary line of Lot 3 of Barmac Subdivision as recorded in Plat Book 18 at Page 84 in the office of the Mesa County Clerk and Recorder;

Thence N 00°00'39" E along the West boundary line of said Lot 3 a distance of 16.77 feet to the Northeast Corner of said Lot 3;

Thence leaving the East boundary line of said Lot 3, S 56°35'44" E a distance of 59.89 feet to the Point of Beginning.

-AND-

EXCEPTING THEREFROM the reservation by the City of a 25-foot wide Utility and Drainage Easement for the use and benefit of the City and for the use and benefit of the Public Utilities, as approved by the City, as a Perpetual Easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, and for the installation, operation, maintenance, repair and replacement of storm sewers and storm water drainage facilities and appurtenances related thereto, on, along, over under, through and across the following described portion of the aforescribed right-of-way, to wit:

Commencing at the Northwest Corner of Lot 9 of said Riverside Subdivision, and considering the West line of said Lot 9 to bear S 00°00'39" W with all bearings contained herein being relative thereto; thence along a line which is common with the West boundary line of said Lot 9 and the East right-of-way line for 24 3/4 Road, S 00°00'39" W a distance of 40.72 feet; thence leaving said common line, N 56°35'44" W a distance of 29.94 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 9 and being the True Point of Beginning; thence S 00°00'39" W along the West line of the NE 1/4 SE 1/4 of said Section 9, a distance of 246.96 feet to a point being the beginning of a 11,794.87 foot radius non-tangent curve, concave Northeasterly, whose long chord bears N 50°15'50" W with a long chord length of 32.50 feet; thence Northwesterly along the arc of said curve, through a central angle of 00°09'31", a distance of 32.50 feet to a point being the Southeast corner of Lot 3 of Barmac Subdivision as recorded in Plat Book 18 at Page 84 in the Office of the Mesa County Clerk and Recorder; Thence along a line which is common with the East boundary of said Lot 3 and the West right-of-way line for B 3/4 Road, N 00°00'39" E a distance of 242.67 feet; Thence leaving said common line, S 56°35'44" E a distance of 29.94 feet to the Point of Beginning.

Said easements shall include the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easements, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility construction and repair machinery. Further, said Easements shall not be burdened or overburdened by the installation, construction or placement of any structures or any other item or fixture which might be detrimental to the facilities of the City and/or the Public Utilities or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement areas.

Said parcel containing an area of 0.302 Acres more or less, as described.

Introduced for first reading on this 3<sup>rd</sup> day of September, 2003

PASSED and ADOPTED this <sup>th</sup> day of \_\_\_\_\_, 2003.

ATTEST:

\_\_\_\_\_  
President of City Council

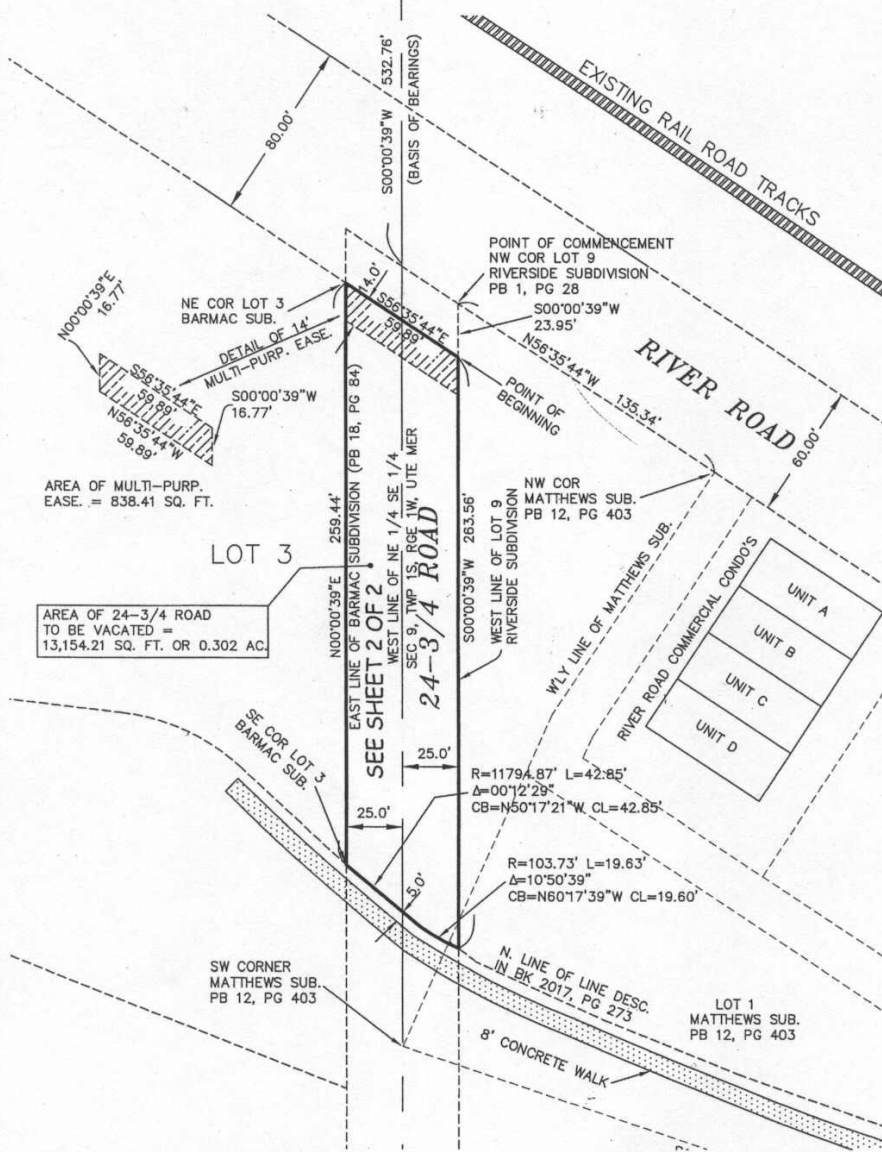
\_\_\_\_\_  
City Clerk



# EXHIBIT "A"

REFER TO SHEET 1 OF 2 FOR  
DETAIL OF UTILITY AND DRAINAGE EASEMENT

NW COR NE 1/4 SE 1/4  
SEC 9, TWP 1S, RGE 1W  
UTE MERIDIAN



AREA OF MULTI-PURP. EASE. = 838.41 SQ. FT.

AREA OF 24-3/4 ROAD TO BE VACATED = 13,154.21 SQ. FT. OR 0.302 AC.

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

Sheet 1 of 2

**THIS IS NOT A BOUNDARY SURVEY**

REVISED: 8-20-2003

DRAWN BY: P.I.K.  
DATE: 8-20-2003  
SCALE: 1" = 60'  
APPR. BY: TW  
FILE NO: 24-3/4 VAC.

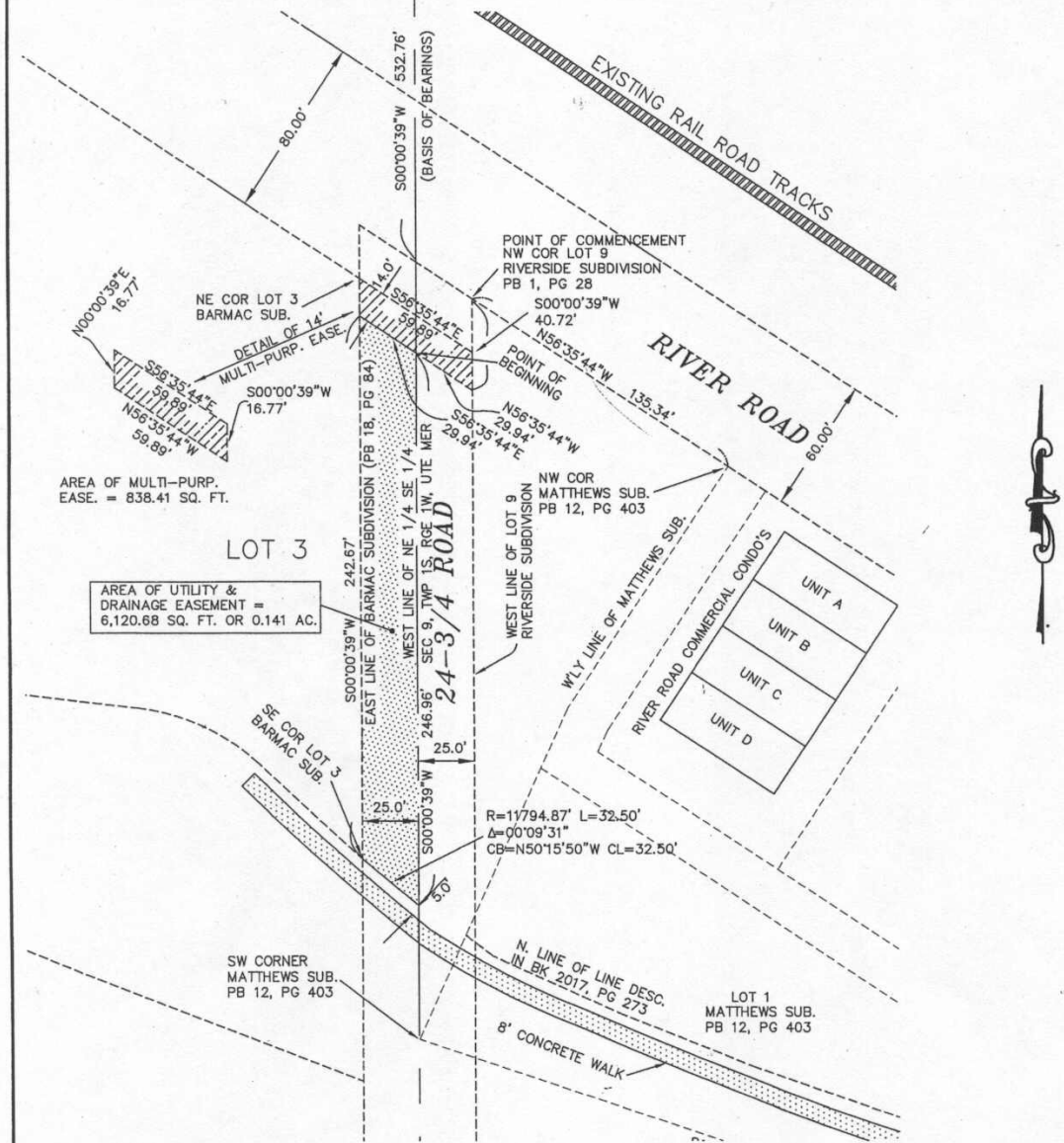
24 3/4 ROAD  
RIGHT-OF-WAY VACATION MAP

**DEPARTMENT OF PUBLIC WORKS**  
REAL ESTATE DIVISION  
**CITY OF GRAND JUNCTION**

NW COR NE 1/4 SE 1/4  
 SEC 9, TWP 1S, RGE 1W  
 UTE MERIDIAN

# EXHIBIT "A"

DETAIL OF UTILITY AND DRAINAGE EASEMENT  
 AS NOTED ON SHEET 1 OF 2



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

Sheet 2 of 2

**THIS IS NOT A BOUNDARY SURVEY**

DRAWN BY: P.T.K. DATE: 9-20-2002 SCALE: 1" = 60' APPR. BY: TW FILE NO: 24-3/4 VAC.	<b>24 3/4 ROAD</b> <b>UTILITY AND DRAINAGE EASEMENT</b>	<b>DEPARTMENT OF PUBLIC WORKS</b> REAL ESTATE DIVISION <b>CITY OF GRAND JUNCTION</b>
--	--	--



**Attach 11**  
**Public Hearing – Elliott Annexation**  
**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>								
<b>Subject</b>	Public hearing for acceptance of petition and annexation ordinance for the Elliott annexation located at 3082 D ½ Road							
<b>Meeting Date</b>	August 6, 2003							
<b>Date Prepared</b>	July 28, 2003					File #ANX-2003-156		
<b>Author</b>	Senta Costello			Associate Planner				
<b>Presenter Name</b>	Scott Peterson			Associate Planner				
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>			
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>			
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b>	X	<b>Individual Consideration</b>

**Summary:** Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Elliott Annexation, located at 3082 D ½ Road. The 1.1551 acre Elliott annexation consists of 1 parcel of land.

**Budget:** N/A

**Action Requested/Recommendation:** Public hearing on the annexation and acceptance of the petition. Approve resolution accepting a petition for annexation and approve second reading of the annexation ordinance.

**Background Information:** See attached Staff Report/Background Information

**Attachments:**

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Annexation map
7. Resolution Accepting Petition
8. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION					
<b>Location:</b>		3082 D ½ Road			
<b>Applicants:</b>		Owners: Walter Lee Elliott, Analee C. Elliott, John Albert Iles, Katherine Lee Iles; Representative: Dan Holycross			
<b>Existing Land Use:</b>		Residence			
<b>Proposed Land Use:</b>		Residence			
<b>Surrounding Land Use:</b>	<b>North</b>	Proposed Single Family subdivision for 23 lots in a RMF-5 zone district			
	<b>South</b>	Residence & Agricultural			
	<b>East</b>	Residence			
	<b>West</b>	Proposed Single Family subdivision for 23 lots in a RMF-5 zone district			
<b>Existing Zoning:</b>		RMF-5 (Residential Multi-Family not to exceed 5 du/ac)			
<b>Proposed Zoning:</b>		RMF-5 (Residential Multi-Family not to exceed 5 du/ac)			
<b>Surrounding Zoning:</b>	<b>North</b>	RMF-5 (Residential Multi-Family not to exceed 5 du/ac)			
	<b>South</b>	PUD (5.8 du/ac) & RSF-R			
	<b>East</b>	RSF-4			
	<b>West</b>	RMF-5 (Residential Multi-Family not to exceed 5 du/ac)			
<b>Growth Plan Designation:</b>		Residential Medium 4-8 du/ac			
<b>Zoning within density range?</b>		X	Yes		No

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 1.1551 acres of land and is comprised of 1 parcel. The property owners have requested annexation into the City.

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

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single

demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

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

The following annexation and zoning schedule is being proposed.

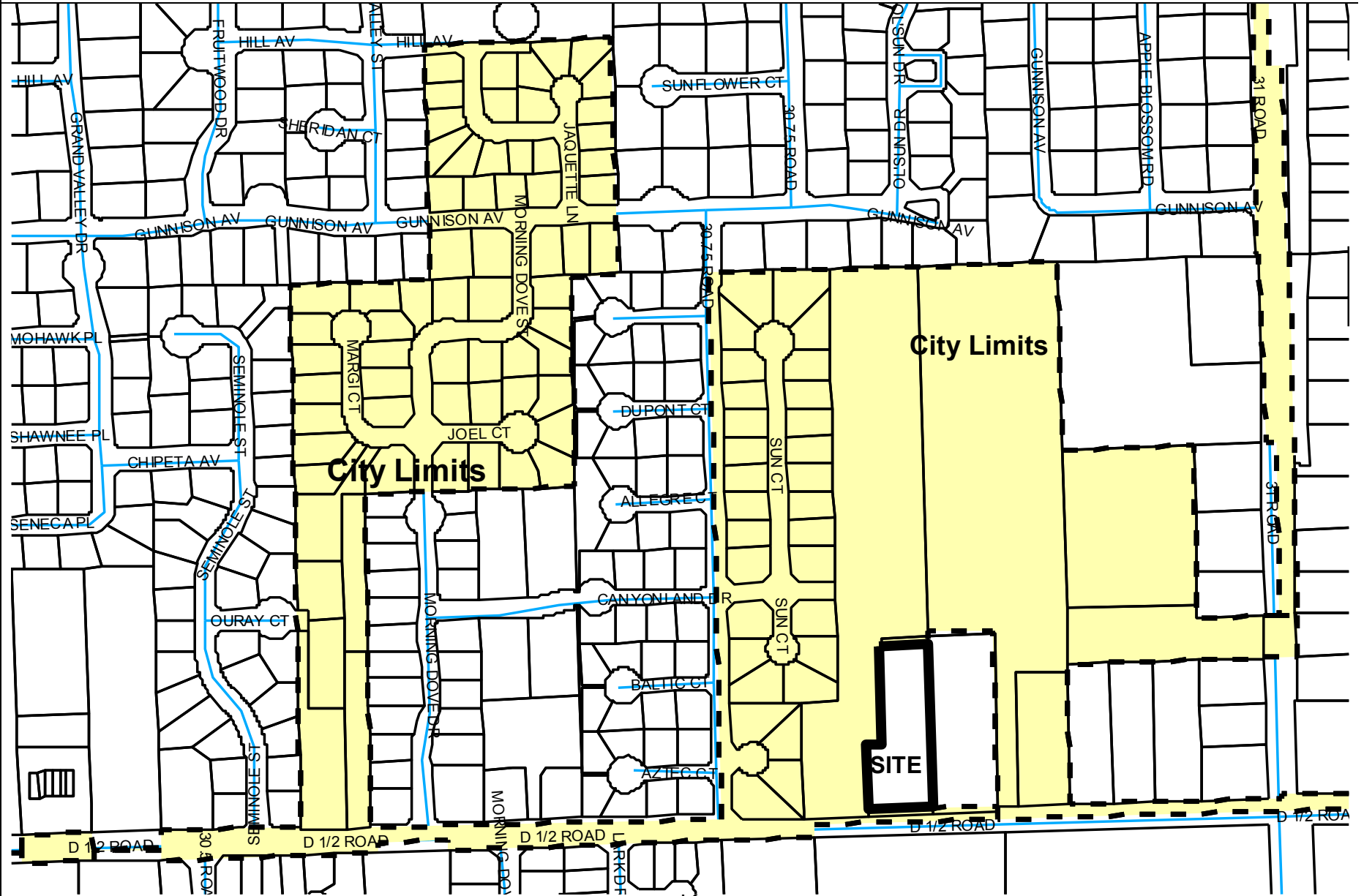
<i>ANNEXATION SCHEDULE</i>	
<b>Aug 6, 2003</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>Aug 26, 2003</b>	Planning Commission considers Zone of Annexation
<b>Sept 3, 2003</b>	Introduction Of A Proposed Ordinance on Zoning by City Council
<b>Sept 17, 2003</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>Oct 19, 2003</b>	Effective date of Annexation and Zoning

**ELLIOTT ANNEXATION SUMMARY**

<b>File Number:</b>	ANX-2003-156
<b>Location:</b>	3082 D ½ Road
<b>Tax ID Number:</b>	2943-161-00-216
<b>Parcels:</b>	1
<b>Estimated Population:</b>	2
<b># of Parcels (owner occupied):</b>	1
<b># of Dwelling Units:</b>	1
<b>Acres land annexed:</b>	1.1551 acres
<b>Developable Acres Remaining:</b>	.33 ac
<b>Right-of-way in Annexation:</b>	0.00
<b>Previous County Zoning:</b>	RMF-5
<b>Proposed City Zoning:</b>	RMF-5
<b>Current Land Use:</b>	Single Family Home
<b>Future Land Use:</b>	Residential Medium 4.8 du/ac
<b>Values:</b>	<b>Assessed:</b> \$13,960
	<b>Actual:</b> \$175,350
<b>Address Ranges:</b>	3082 D ½ Road
<b>Special Districts:</b>	<b>Water:</b> Clifton Water District
	<b>Sewer:</b> Central Grand Valley Sanitation
	<b>Fire:</b> Clifton Fire District
	<b>Irrigation/Drainage:</b> Grand Valley Irrigation/Grand Jct Drainage Dist.
	<b>School:</b> Mesa County School District #51

# Site Location Map

Figure 1

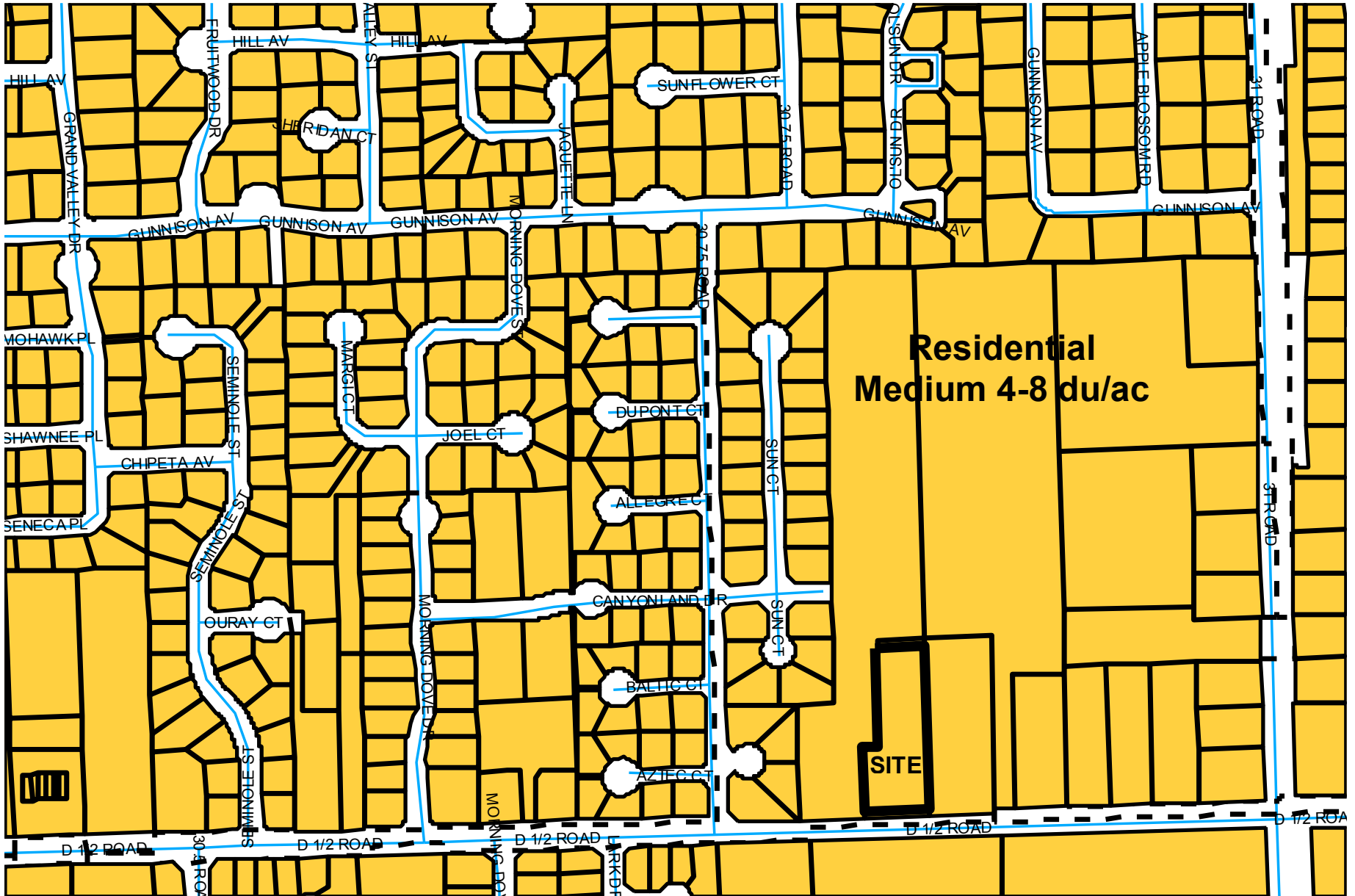






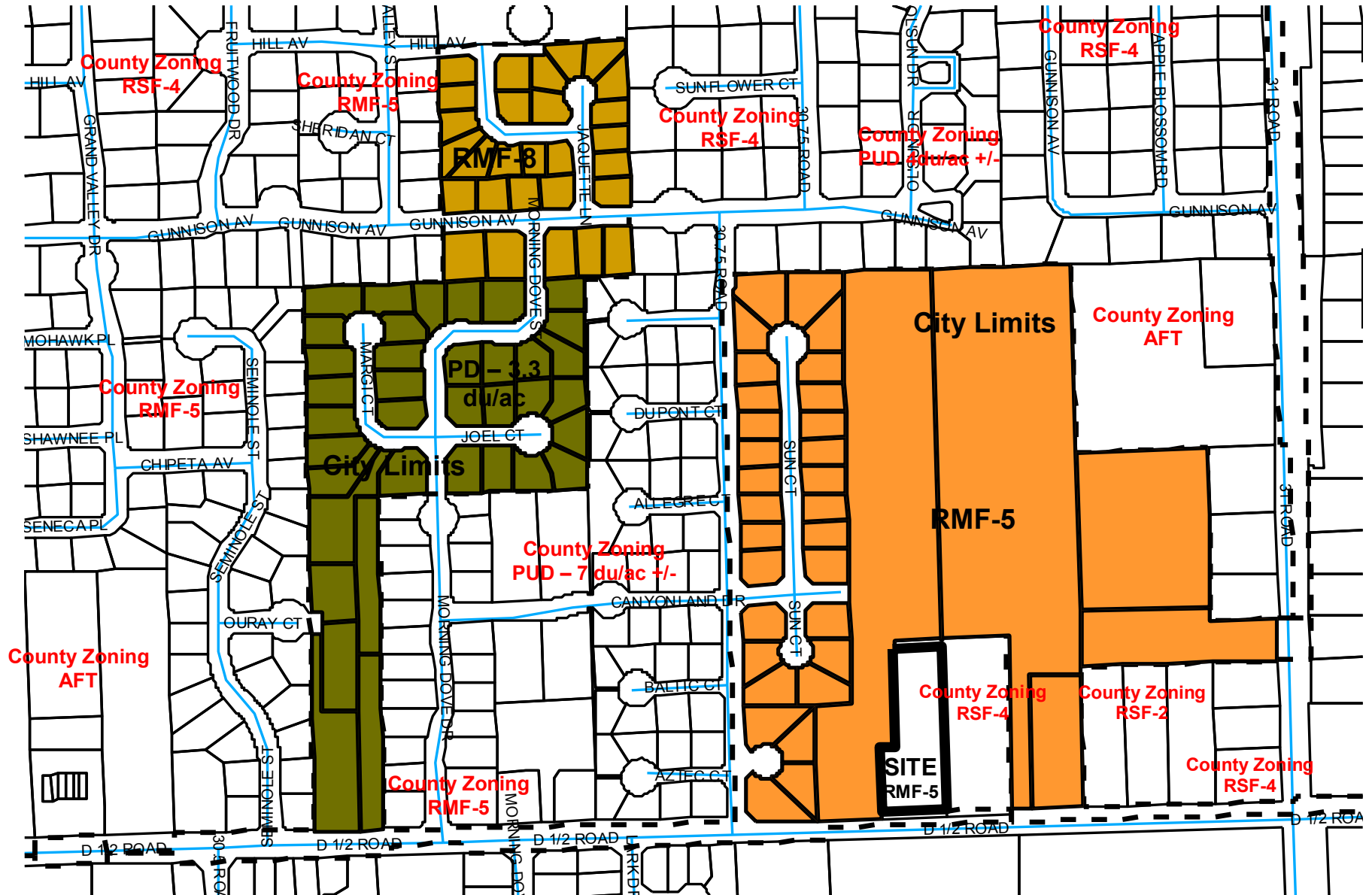
# Future Land Use Map

Figure 3



# Existing City and County Zoning

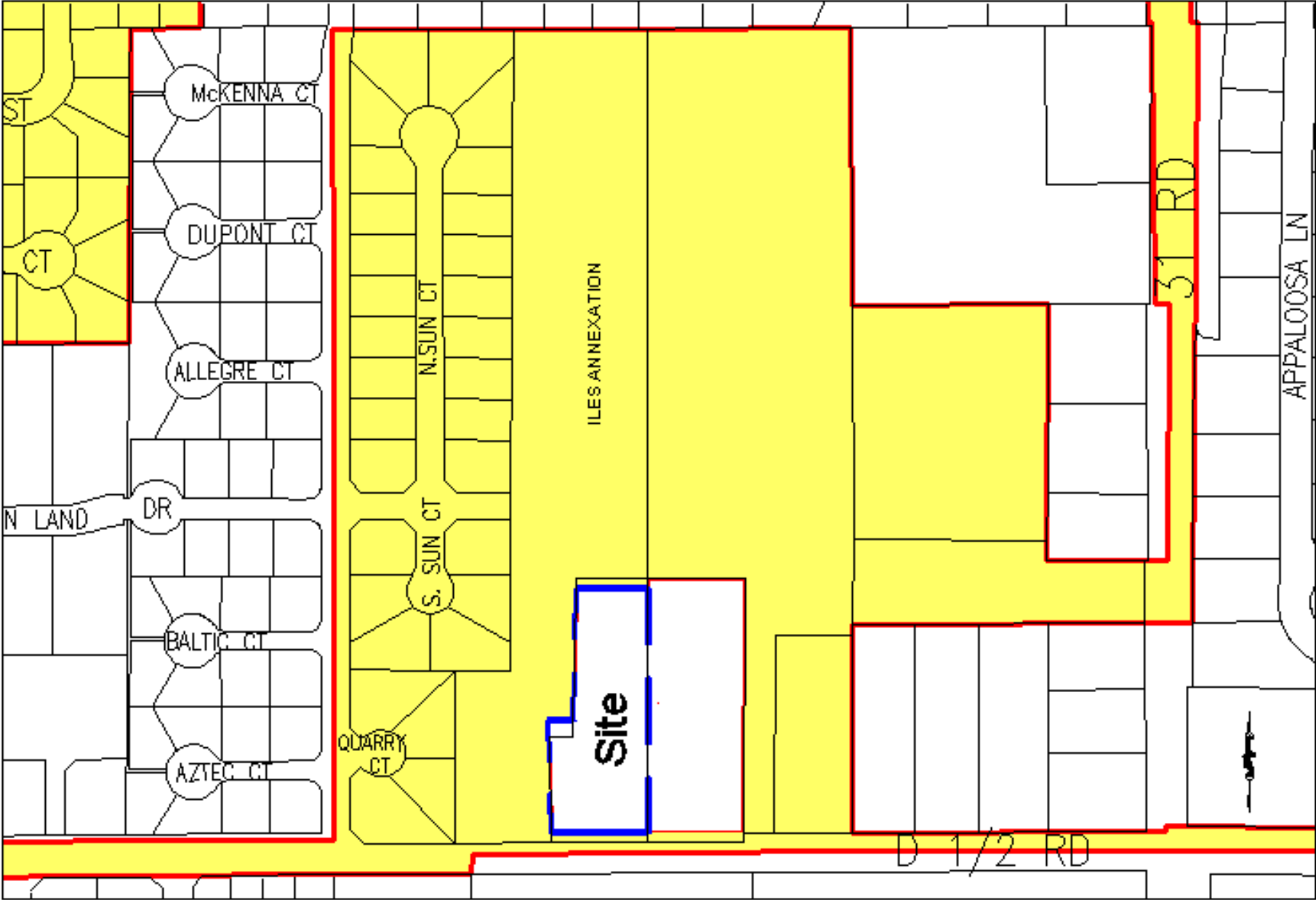
Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

# Elliott Annexation

Figure 5



 City Limits     Annexation Boundary

**RESOLUTION NO. \_\_\_\_**

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

**ELLIOTT ANNEXATION  
LOCATED at 3082 D 1/2 ROAD**

**IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 6<sup>th</sup> day of August, 2003, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**ELLIOTT ANNEXATION**

A certain parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 16, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, and considering the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16 to bear N 89°51'59" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°51'59" E along the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 190.00 feet; thence N 00°22'49" E a distance of 30.00 feet to a point being the Southeast Corner of Fruitvale Meadows Amended, as same is recorded in Plat Book 18, Page 132, Public Records of Mesa County, Colorado; thence N 89°51'59" E along the North right of way for D 1/2 Road, being a line 30.00 feet North of and parallel to, the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 155.89 feet to a point being the Southeast corner of the Iles Annexation, City of Grand Junction Ordinance No. 3461 and the POINT OF BEGINNING; thence from said Point of Beginning, N 00°10'50" E along the East line of said Iles Annexation, a distance of 178.00 feet; thence N 89°51'59" E along a Southerly line of said Iles Annexation, a distance of 37.00 feet; thence N 00°10'50" E along the Easterly line of said Iles Annexation, a distance of 209.00 feet; thence N 89°51'59" E along the Southerly line of said Iles Annexation, a distance of 113.00 feet; thence S 00°10'50" W a distance of 387.00 feet; thence S 89°51'59" W, along the North line of said D 1/2 Road, a distance of 150.00 feet, more or less, to the Point of Beginning.

CONTAINING 1.1551 Acres (50,317.0 sq. ft.)

WHEREAS, a hearing on the petition was duly held after proper notice on the 17<sup>th</sup> day of September 2003; and

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

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

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

**ADOPTED** this day of , 2003.

Attest:

---

President of the Council

---

City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**ELLIOTT ANNEXATION**

**APPROXIMATELY 1.1551 ACRES**

**LOCATED AT 3082 D ½ ROAD**

**WHEREAS**, on the 6<sup>th</sup> of August, 2003, 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 17<sup>th</sup> day of September, 2003; 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:

**ELLIOTT ANNEXATION**

A certain parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 16, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, and considering the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16 to bear N 89°51'59" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°51'59" E along the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 190.00 feet; thence N 00°22'49" E a distance of 30.00 feet to a point being the Southeast Corner of Fruitvale Meadows Amended, as same is

recorded in Plat Book 18, Page 132, Public Records of Mesa County, Colorado; thence N 89°51'59" E along the North right of way for D 1/2 Road, being a line 30.00 feet North of and parallel to, the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 155.89 feet to a point being the Southeast corner of the Iles Annexation, City of Grand Junction Ordinance No. 3461 and the POINT OF BEGINNING; thence from said Point of Beginning, N 00°10'50" E along the East line of said Iles Annexation, a distance of 178.00 feet; thence N 89°51'59" E along a Southerly line of said Iles Annexation, a distance of 37.00 feet; thence N 00°10'50" E along the Easterly line of said Iles Annexation, a distance of 209.00 feet; thence N 89°51'59" E along the Southerly line of said Iles Annexation, a distance of 113.00 feet; thence S 00°10'50" W a distance of 387.00 feet; thence S 89°51'59" W, along the North line of said D 1/2 Road, a distance of 150.00 feet, more or less, to the Point of Beginning.

CONTAINING 1.1551 Acres (50,317.0 square feet)

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

**INTRODUCED** on first reading on the 6<sup>th</sup> day of August, 2003 and ordered published.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk



**Attach 12**  
**Public Hearing – Zoning the Elliott Annexation**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA									
<b>Subject</b>		Zoning the Elliott Annexation located at 3082 D ½ Rd.							
<b>Meeting Date</b>		September 17, 2003							
<b>Date Prepared</b>		September 9, 2003			File #ANX-2003-156				
<b>Author</b>		Senta Costello		Associate Planner					
<b>Presenter Name</b>		Scott Peterson		Associate Planner					
<b>Report results back to Council</b>		<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>			
<b>Citizen Presentation</b>		<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<b>Name</b>			
<input type="checkbox"/>	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>			<input type="checkbox"/>	<b>Consent</b>	<input checked="" type="checkbox"/>	<b>Individual Consideration</b>

**Summary:** Hold a public hearing and consider final passage of the Zoning ordinance to zone the Elliott Annexation, located at 3082 D ½ Road, to RMF-5 (Residential Multi-Family not to exceed 5 du/ac).

**Budget:** N/A

**Action Requested/Recommendation:** Hold a public hearing and consider final passage of the zoning ordinance.

**Background Information:** See attached Staff Report/Background Information.

**Attachments:**

9. Staff report/Background information
10. General Location Map
11. Aerial Photo
12. Growth Plan Map
13. Zoning Map
14. Annexation map
15. Zoning Ordinance

**STAFF REPORT / BACKGROUND INFORMATION**

<b>Location:</b>		3082 D ½ Road		
<b>Applicants:</b>		Owners: Walter Lee Elliott, Analee C. Elliott, John Albert Iles, Katherine Lee Iles; Representative: Dan Holycross		
<b>Existing Land Use:</b>		Residence		
<b>Proposed Land Use:</b>		Residence		
<b>Surrounding Land Use:</b>	<b>North</b>	Proposed Single Family subdivision for 23 lots in a RMF-5 zone district		
	<b>South</b>	Residence & Agricultural		
	<b>East</b>	Residence		
	<b>West</b>	Proposed Single Family subdivision for 23 lots in a RMF-5 zone district		
<b>Existing Zoning:</b>		RMF-5 (Residential Multi-Family not to exceed 5 du/ac)		
<b>Proposed Zoning:</b>		RMF-5 (Residential Multi-Family not to exceed 5 du/ac)		
<b>Surrounding Zoning:</b>	<b>North</b>	RMF-5 (Residential Multi-Family not to exceed 5 du/ac)		
	<b>South</b>	PUD (5.8 du/ac) & RSF-R		
	<b>East</b>	RSF-4		
	<b>West</b>	RMF-5 (Residential Multi-Family not to exceed 5 du/ac)		
<b>Growth Plan Designation:</b>		Residential Medium 4-8 du/ac		
<b>Zoning within density range?</b>		X	Yes	No

**Staff Analysis:**

**Zone of Annexation:** The requested zone of annexation to the RMF-5 (Residential Multi-Family not to exceed 5 du/ac) 5 district is consistent with the Growth Plan density of Residential Medium 4-8 du/ac. The existing County zoning is RMF-5 (Residential Multi-Family not to exceed 5 du/ac). Section 2.14 of the Zoning and Development Code states that the annexation area shall be zoned in accordance with Section 2.6 to a district consistent with either the Growth Plan or the existing County zoning.

**In order for the zoning 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:**

- 1. The existing zoning was in error at the time of adoption;**

**Response:** The requested zoning is to place the property into an appropriate City zoning designation due to the annexation request. Therefore, this criteria is not applicable.

- 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.;**

**Response:** The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

- 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 nuisances;**

**Response:** The zoning request is compatible with the neighborhood and adjacent zoning. Future improvements to facilities will occur if the preliminary plan goes forward.

- 4. 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;**

**Response:** The proposed zoning is consistent with the Goals and polices of the Growth Plan, the requirements of the Zoning and Development 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;**

**Response:** Adequate public facilities are available or will be supplied at the time of further development of the property.

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

**Response:** The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

- 7. The community or neighborhood will benefit from the proposed zone.**

**Response:** The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

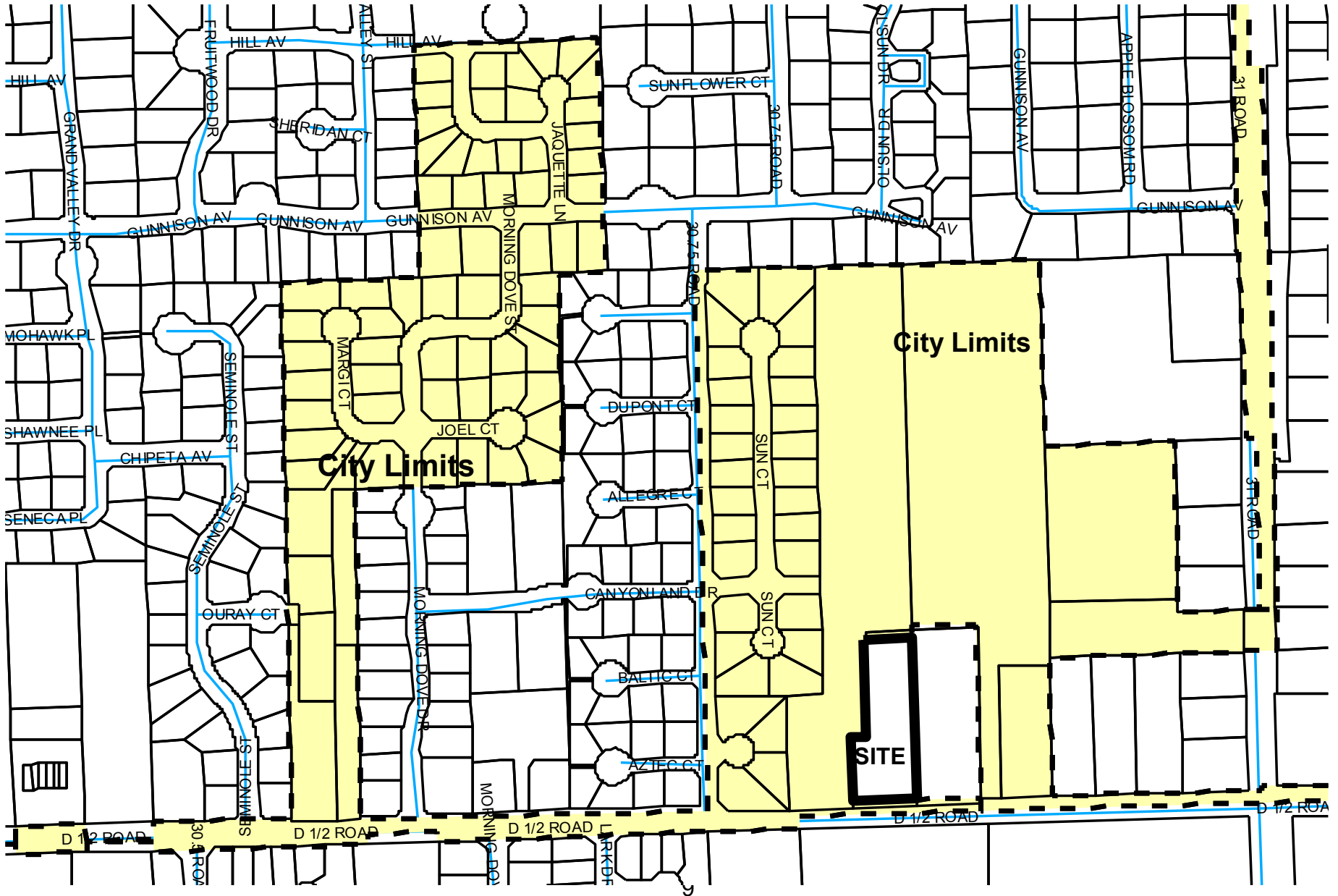
STAFF RECOMMENDATION

**Staff recommends approval of the RMF-5 (Residential Multi-Family not to exceed 5 du/ac) zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.**

**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the RMF-5 (Residential Multi-Family not to exceed 5 du/ac) district to be consistent with the Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

# Site Location Map

Figure 1



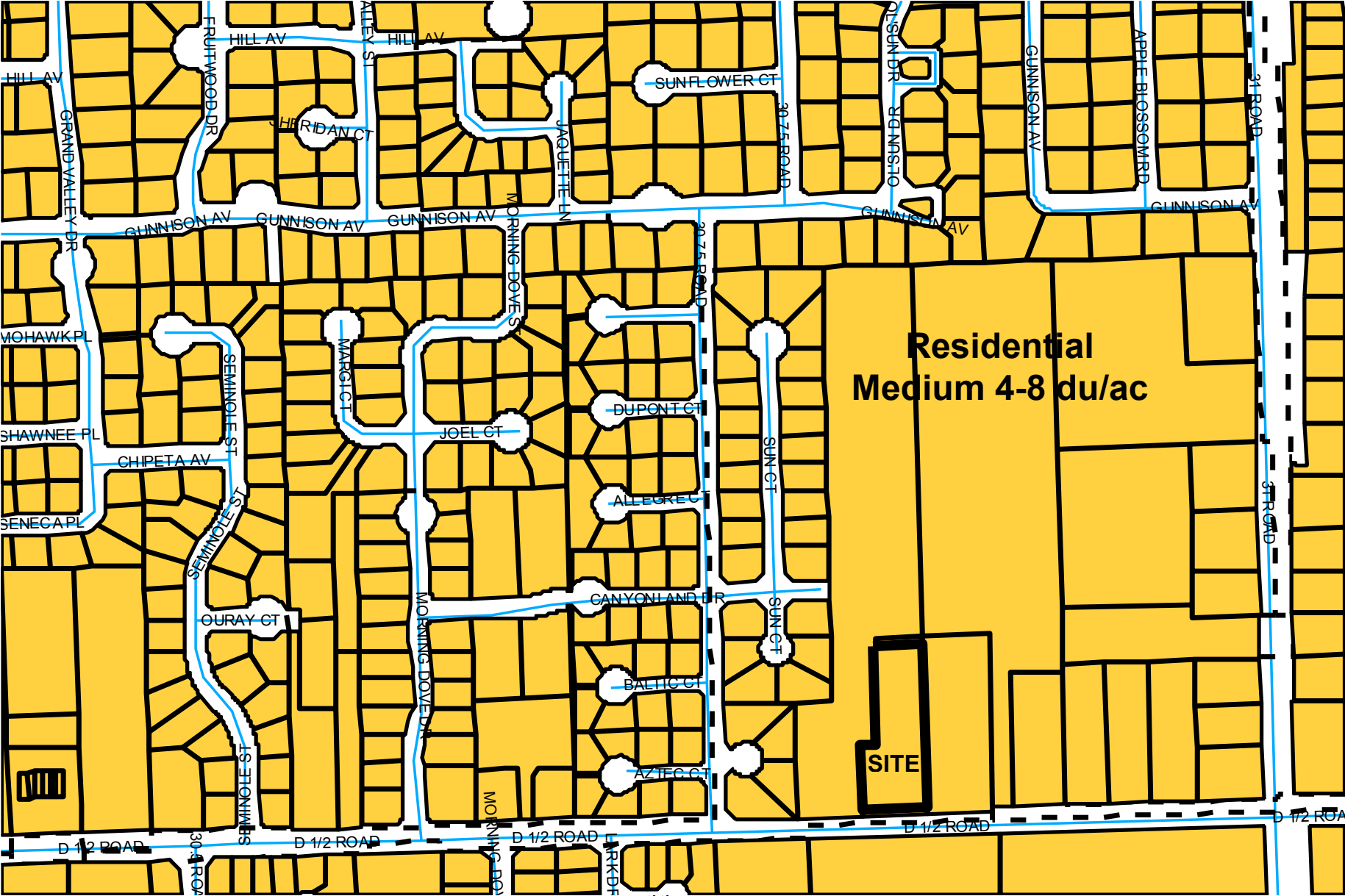
# Aerial Photo Map

Figure 2



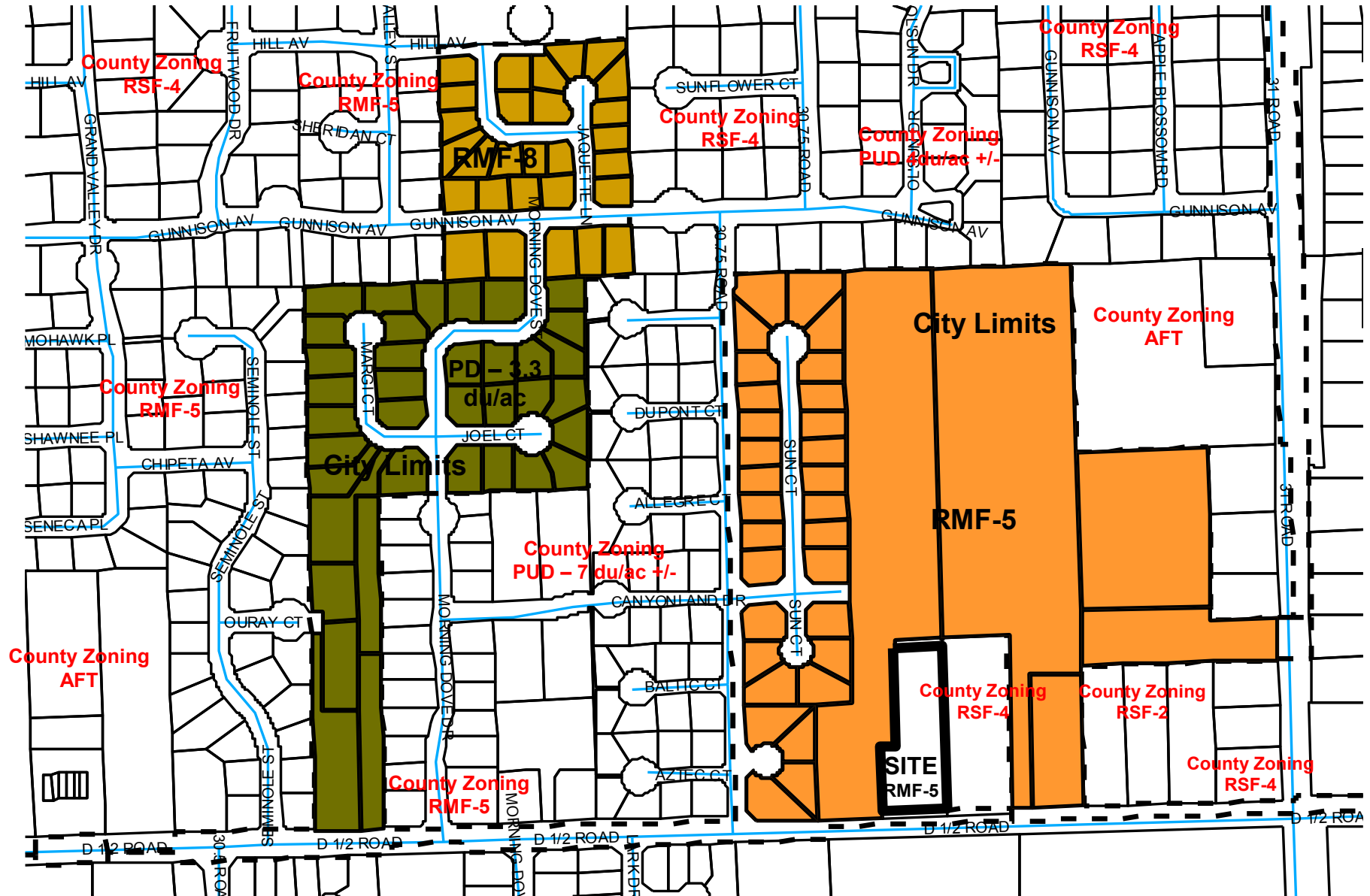
# Future Land Use Map

Figure 3



# Existing City and County Zoning

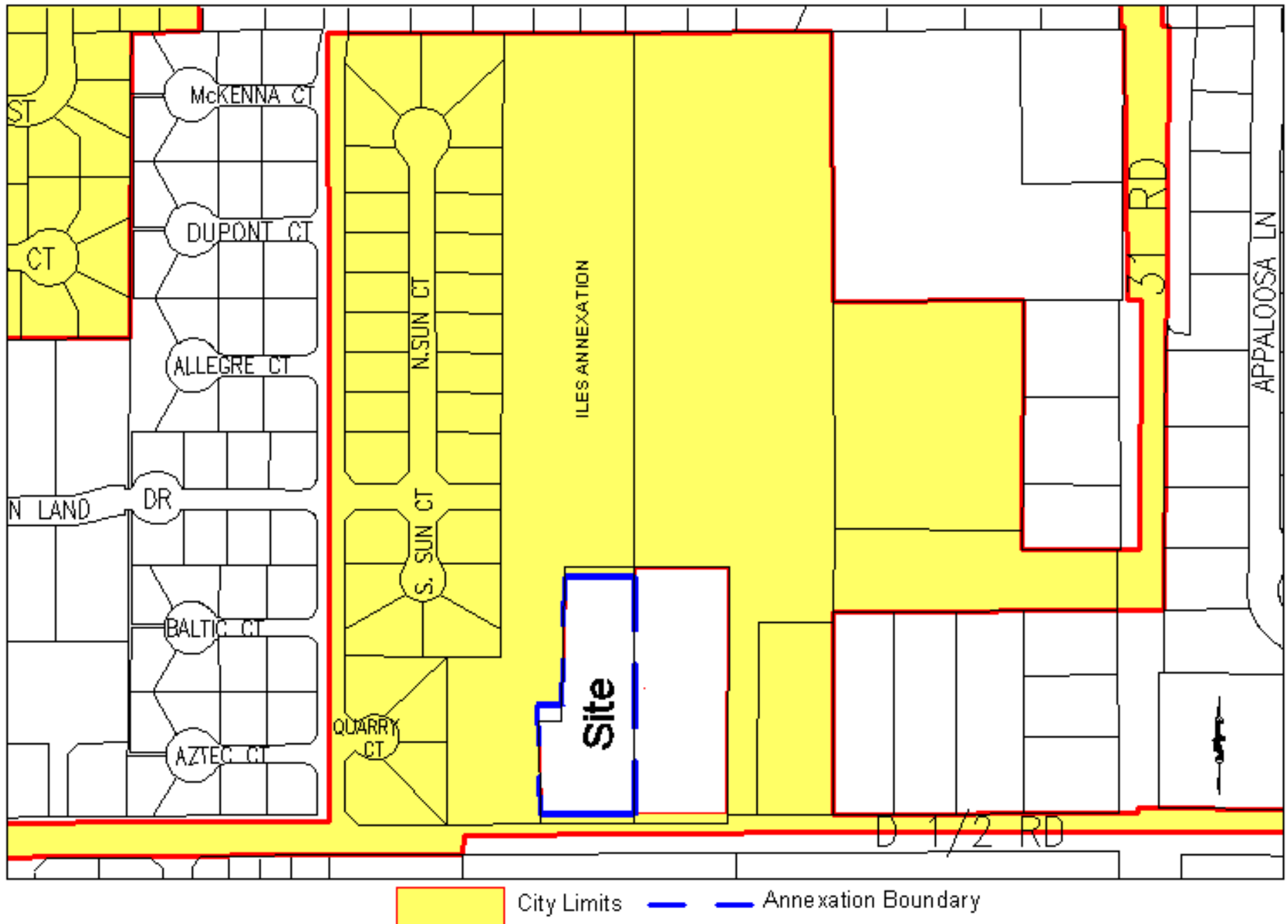
Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."



Elliott Annexation  
Figure 5



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE ELLIOTT ANNEXATION TO  
RMF-5**

**LOCATED AT 3082 D ½ 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 rezoning the Elliott Annexation to the RMF-5 (Residential Multi-Family not to exceed 5 du/ac) zone district for the following reasons:

The zone district meets the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and/or are generally compatible with appropriate land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the RMF-5 (Residential Multi-Family not to exceed 5 du/ac) zone district be established.

The Planning Commission and City Council find that the RMF-5 zoning is in conformance with the stated criteria of Section 2.6 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 RMF-5 with a density not to exceed 5 units per acre.

**ELLIOTT ANNEXATION**

A certain parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 16, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16, and considering the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 16 to bear

N 89°51'59" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°51'59" E along the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 190.00 feet; thence N 00°22'49" E a distance of 30.00 feet to a point being the Southeast Corner of Fruitvale Meadows Amended, as same is recorded in Plat Book 18, Page 132, Public Records of Mesa County, Colorado; thence N 89°51'59" E along the North right of way for D 1/2 Road, being a line 30.00 feet North of and parallel to, the South line of the SE 1/4 NE 1/4 of said Section 16, a distance of 155.89 feet to a point being the Southeast corner of the Iles Annexation, City of Grand Junction Ordinance No. 3461 and the POINT OF BEGINNING; thence from said Point of Beginning, N 00°10'50" E along the East line of said Iles Annexation, a distance of 178.00 feet; thence N 89°51'59" E along a Southerly line of said Iles Annexation, a distance of 37.00 feet; thence N 00°10'50" E along the Easterly line of said Iles Annexation, a distance of 209.00 feet; thence N 89°51'59" E along the Southerly line of said Iles Annexation, a distance of 113.00 feet; thence S 00°10'50" W a distance of 387.00 feet; thence S 89°51'59" W, along the North line of said D 1/2 Road, a distance of 150.00 feet, more or less, to the Point of Beginning.

CONTAINING 1.1551 Acres (50,317.0 square feet)

Introduced on first reading this 3<sup>rd</sup> day of September, 2003 and ordered published.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Attach 13**  
**Public Hearing – Antietam Annexation**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Antietam Annexation located at 260 & 262 26 ¼ Road						
<b>Meeting Date</b>	September 17, 2003						
<b>Date Prepared</b>	September 10, 2003				<b>File #ANX-2003-122</b>		
<b>Author</b>	Scott D. Peterson			<b>Associate Planner</b>			
<b>Presenter Name</b>	Scott D. Peterson			<b>Associate Planner</b>			
<b>Report results back to Council</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>	
<b>Citizen Presentation</b>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>No</b>	<b>Name</b>	
	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>			<b>Consent</b>	<input checked="" type="checkbox"/> <b>Individual Consideration</b>

**Summary:** Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Antietam Annexation, located at 260 & 262 26 ¼ Road. The 9.146 acre annexation consists of two (2) parcels of unplatted land. The petitioner’s intent is to annex and then subdivide the property into 25 residential lots for development purposes with a proposed zoning of RSF-4. The proposed annexation lies within the Persigo 201 sewer district.

**Budget:** N/A

**Action Requested/Recommendation:** Public hearing on the Antietam Annexation and acceptance of the Petition. Approve Resolution accepting a Petition for annexation and approve Second Reading of the Annexation Ordinance.

**Background Information:** See attached Staff Report/Background Information

**Attachments:**

- 16. Staff report/Background information
- 17. General Location Map
- 18. Aerial Photo
- 19. Growth Plan Map
- 20. Zoning Map
- 21. Annexation map
- 22. Acceptance Resolution
- 23. Annexation Ordinance

STAFF REPORT/BACKGROUND INFORMATION					
<b>Location:</b>		260 & 262 26 ¼ Road			
<b>Applicant:</b>		Dale G. Cole, Owner			
<b>Existing Land Use:</b>		Two (2) single family homes			
<b>Proposed Land Use:</b>		25 lot residential subdivision			
<b>Surrounding Land Use:</b>	<b>North</b>	Calvary Cemetery			
	<b>South</b>	Residential			
	<b>East</b>	Residential			
	<b>West</b>	Cemetery & Residential			
<b>Existing Zoning:</b>		RSF-4 (County)			
<b>Proposed Zoning:</b>		RSF-4			
<b>Surrounding Zoning:</b>	<b>North</b>	CSR			
	<b>South</b>	CSR and RSF-4 (County)			
	<b>East</b>	RSF-4			
	<b>West</b>	CSR, RSF-4 and RSF-4 (County)			
<b>Growth Plan Designation:</b>		Residential Medium Low (2 – 4 DU/Ac.)			
<b>Zoning within density range?</b>		X	Yes		No

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 9.146 acres of land and is comprised of two (2) parcels of land. The property owner has requested annexation into the City in anticipation of developing the area as a 25 lot residential subdivision. Under the 1998 Persigo Agreement all new development requires annexation and processing in the City.

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

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

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

The following annexation and zoning schedule is being proposed.

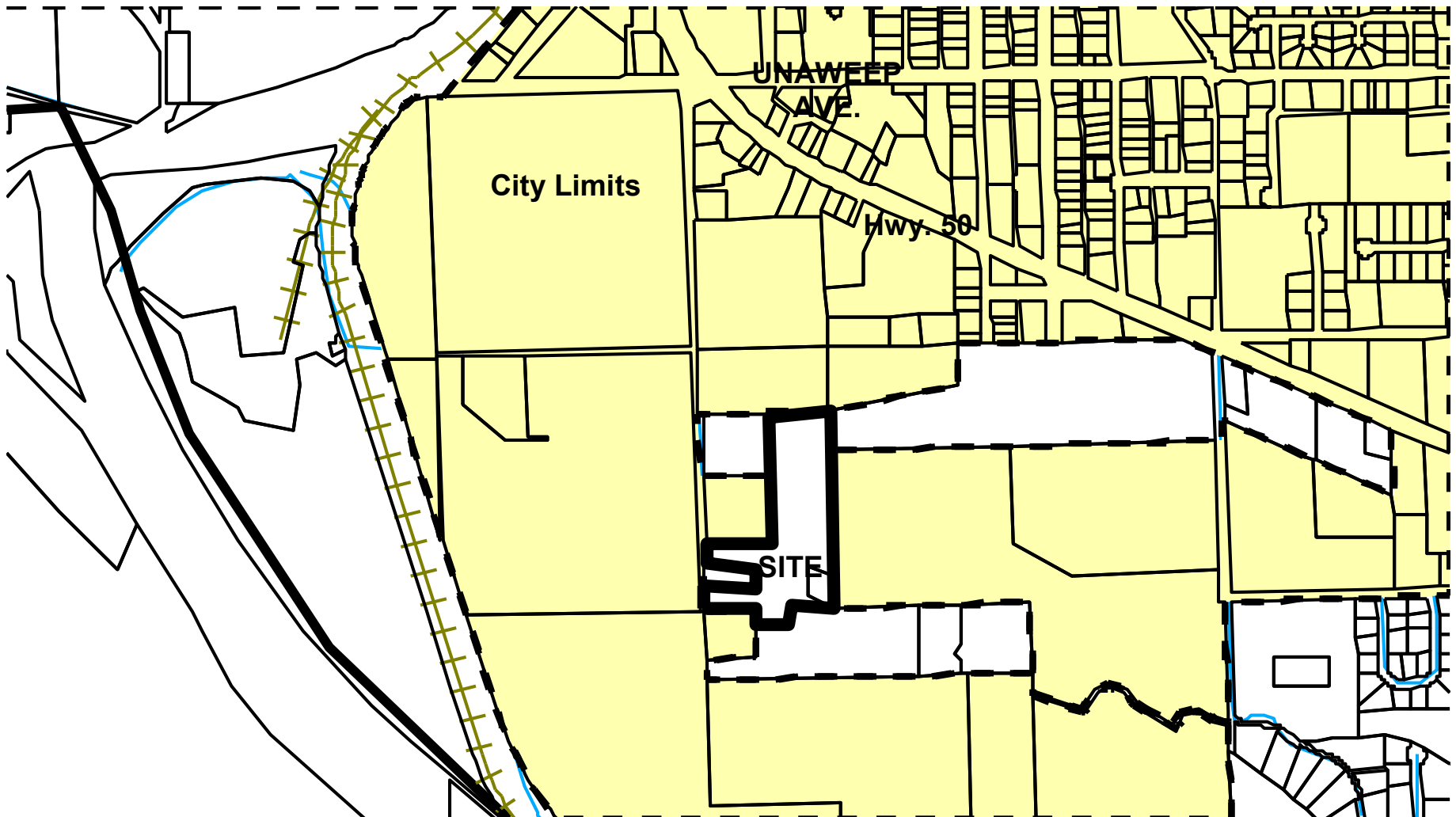
ANNEXATION SCHEDULE	
<b>August 6, 2003</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>August 26, 2003</b>	Planning Commission considers Zone of Annexation
<b>September 3, 2003</b>	Introduction Of A Proposed Ordinance on Zoning by City Council
<b>September 17, 2003</b>	Acceptance of Petition and Public Hearing on Annexation Zoning by City Council
<b>October 19, 2003</b>	Effective date of Annexation and Zoning

**ANTIETAM ANNEXATION SUMMARY**

<b>File Number:</b>	ANX-2003-122	
<b>Location:</b>	260 & 262 26 ¼ Road	
<b>Tax ID Number:</b>	2945-262-00-038 & 039	
<b>Parcels:</b>	2	
<b>Estimated Population:</b>	5	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	2	
<b>Acres land annexed:</b>	9.146	
<b>Developable Acres Remaining:</b>	9.146	
<b>Right-of-way in Annexation:</b>	83' of half ROW of 26 ¼ Road	
<b>Previous County Zoning:</b>	RSF-4	
<b>Proposed City Zoning:</b>	RSF-4	
<b>Current Land Use:</b>	Two (2) single family homes	
<b>Future Land Use:</b>	25 lot residential subdivision	
<b>Values:</b>	<b>Assessed:</b>	\$ 16,340
	<b>Actual:</b>	\$169,060
<b>Address Ranges:</b>	260 – 262 (Even only)	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water Conservancy District
	<b>Sewer:</b>	City
	<b>Fire:</b>	Grand Junction Rural Fire
	<b>Irrigation/ Drainage:</b>	Orchard Mesa Irrigation District
	<b>School:</b>	School District #51

# Site Location Map – Antietam Annexation

Figure 1





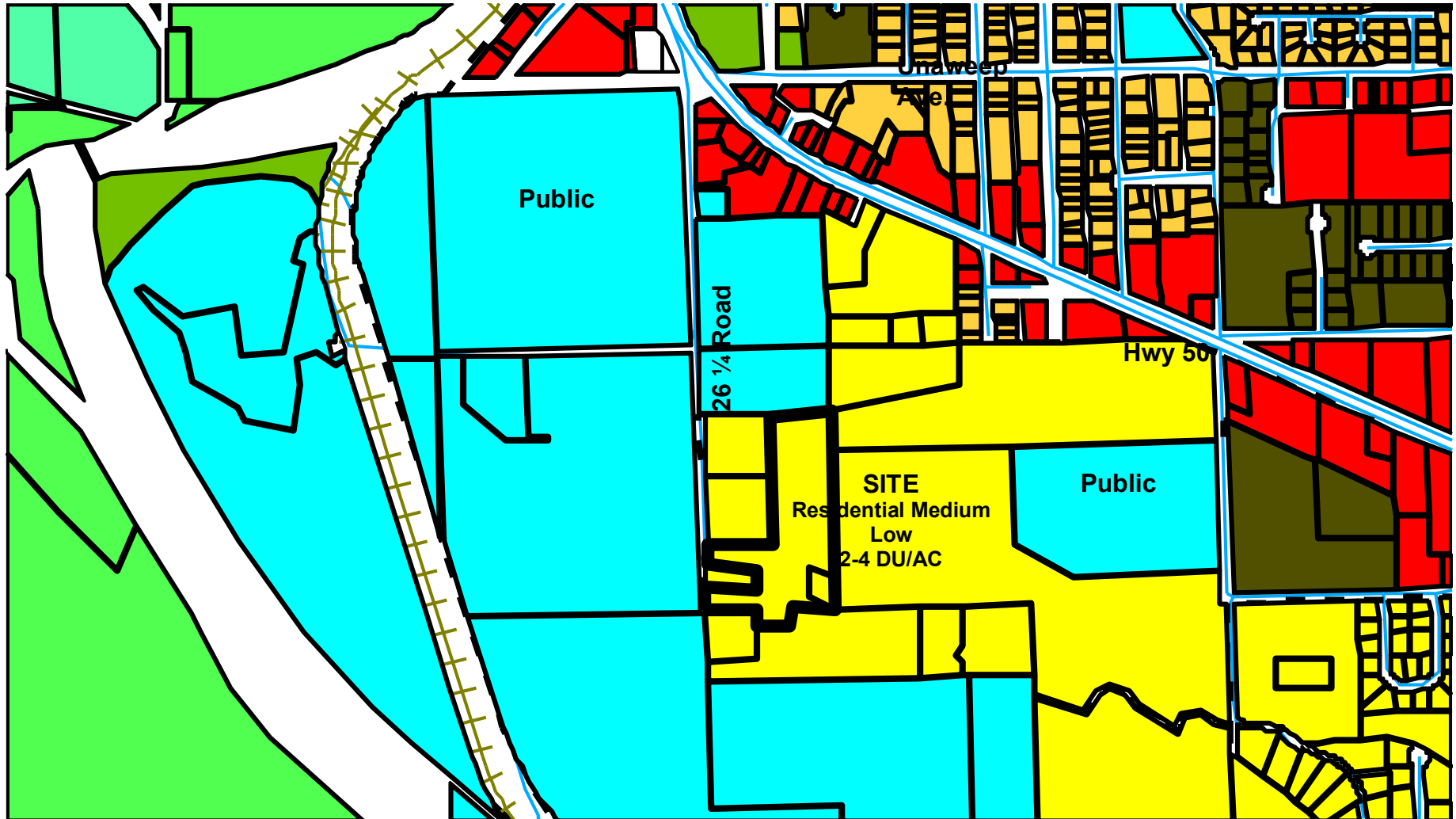
# Aerial Photo Map – Antietam Annexation

Figure 2



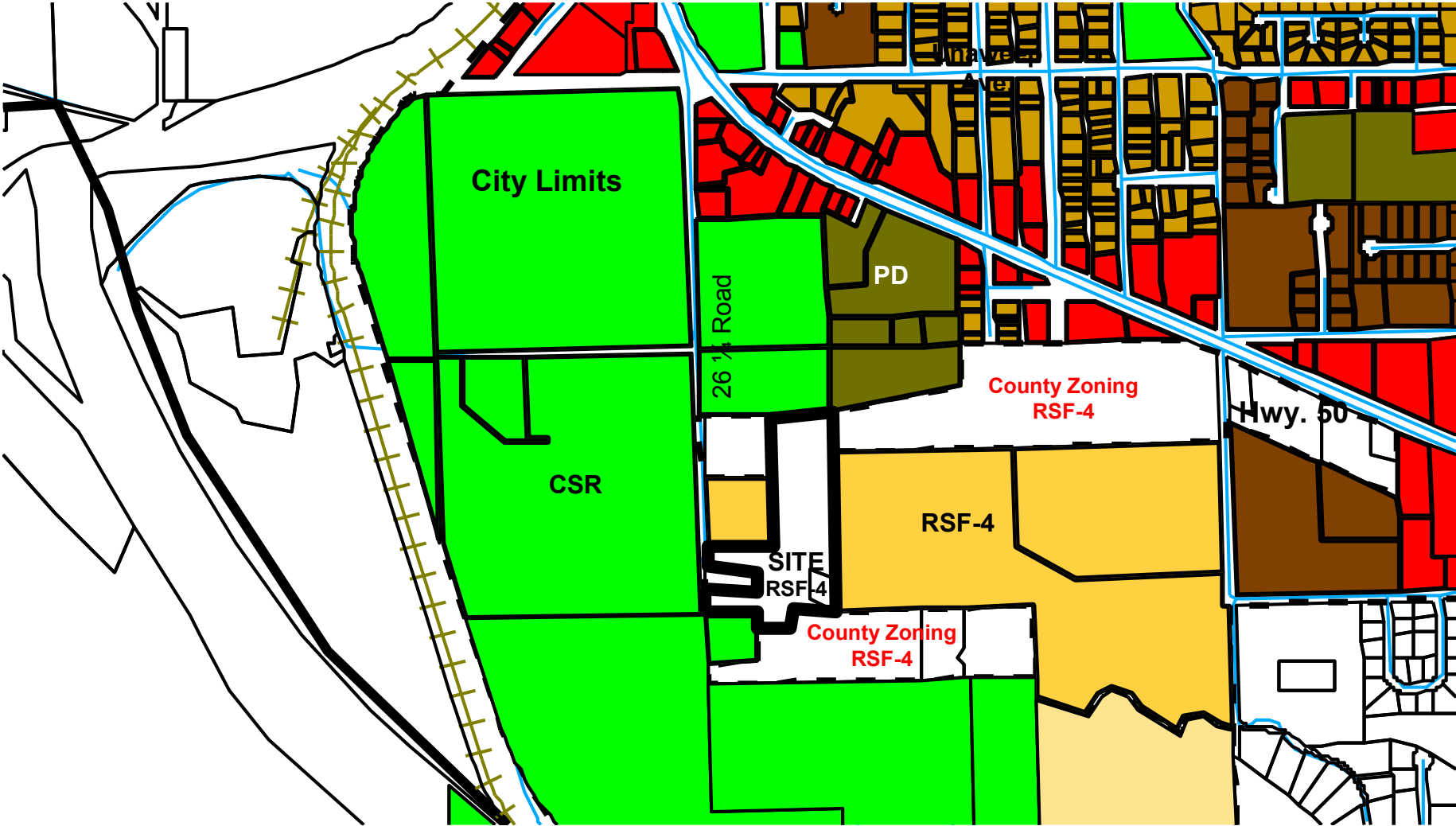
# Future Land Use Map – Antietam Annexation

Figure 3



# Existing City and County Zoning – Antietam Annexation

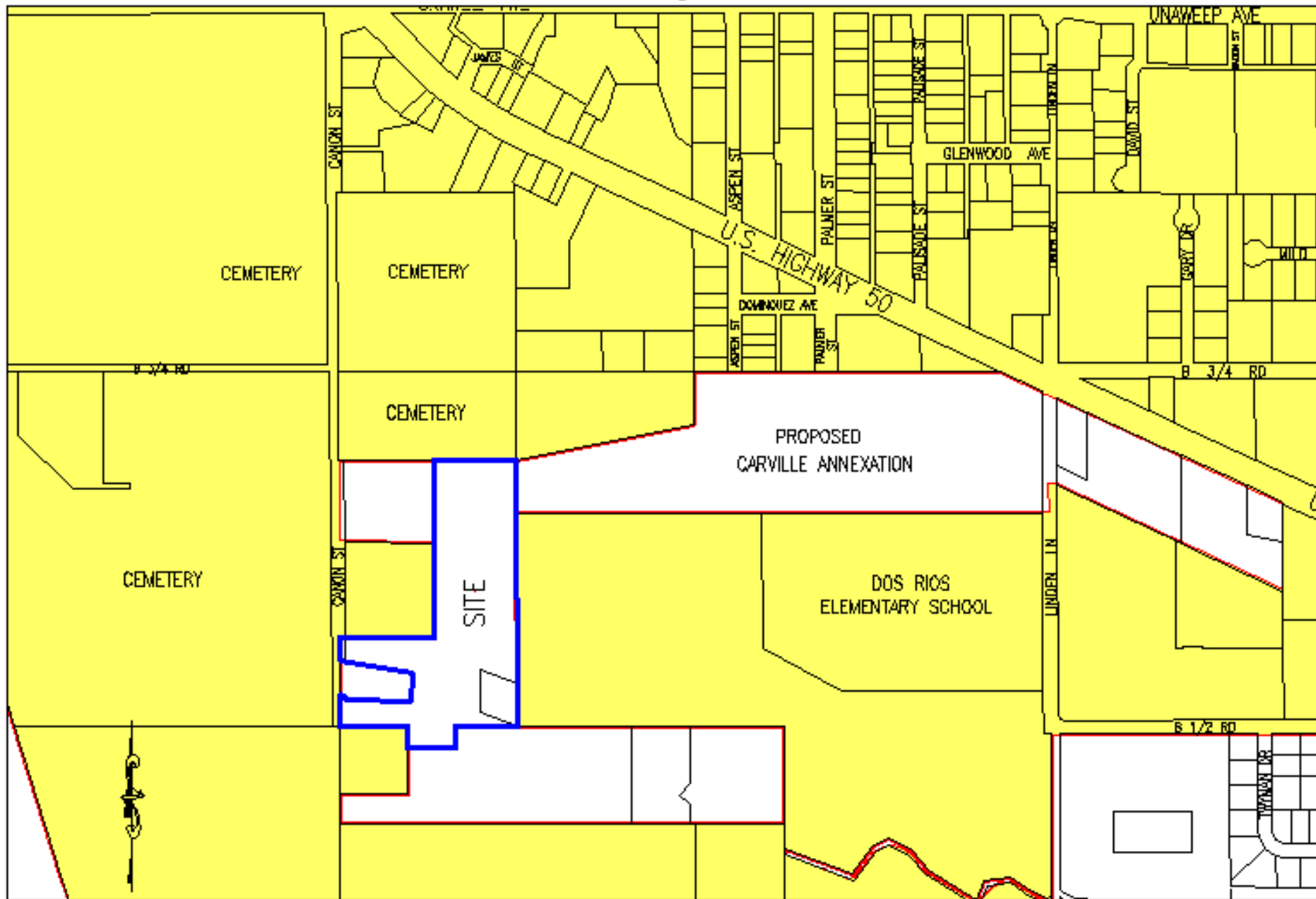
Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

# Anteitam Annexation

Figure 5



 City Limits     Annexation Boundary

**RESOLUTION NO. \_\_\_\_**

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

**LOCATED at 260 & 262 26 ¼ Road and including a portion  
of the 26 ¼ Road Right-of-Way**

**IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 6th day of August, 2003, 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:

**ANTIETAM ANNEXATION**

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) and the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

BEGINNING at the Southwest corner of the SE 1/4 NW 1/4 of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian and assuming the West line of the SE 1/4 NW 1/4 of said Section 26 bears N 00°00'00" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°00'00" E along the West line of the SE 1/4 NW 1/4 of said Section 26, being the East line of the Western Cemetery Annexation, Ordinance Number 1371, City of Grand Junction, Colorado, a distance of 127.35 feet; thence S 56°32'14" E, along the South line of that certain parcel of land described in a Quit Claim Deed recorded in Book 2403, Page 937, Public Records of Mesa County, Colorado, a distance of 36.53 feet; thence continuing along said South line, S 87°55'00" E a distance of 234.00 feet; thence N 02°50'00" E a distance of 103.50 feet; thence N 81°00'00" W along the North line of that said parcel of land, a distance of 272.80 feet to a point on the West line of the SE 1/4 NW 1/4 of said Section 26; thence N 00°00'00" E along the West line of the SE 1/4 NW 1/4 of said Section 26, a distance of 82.97 feet; thence S 89°41'17" E, along the South line of the Floral Annexation, Ordinance Number 2948, City of Grand Junction, Colorado, a distance of 357.93 feet; thence N 00°04'48" W, along the East line, and the Northerly projection thereof of said Floral Annexation, a distance of 659.76 feet to a point on the South line of the Easter Cemetery Annexation, Ordinance Number 1373, City of Grand Junction, Colorado; thence S 89°53'20" E along said South line, a distance of 302.00 feet to a point on the East line of the West Half (W 1/2) of the SE

1/4 NW 1/4 of said Section 26; thence S 00°04'48" E along the East line of the W 1/2 of the SE 1/4 NW 1/4 of said Section 26, also being the West line of Lot 2, Miles Craig Minor Subdivision, as same is recorded in Plat Book 16, Page 38, Public Records of Mesa County, Colorado, a distance of 989.48 feet to a point being the Southwest corner of said Lot 2; thence N 89°36'24" W along the South line of the SE 1/4 NW 1/4, a distance of 236.42 feet; thence S 00°00'00" E a distance of 80.00 feet; thence N 89°36'24" W a distance of 174.34 feet to a point on the East line of the Reservoir Hill Annexation, Ordinance Number 1445, City of Grand Junction, Colorado; thence N 00°00'00" E a distance of 80.00 feet to a point on the South line of the SE 1/4 NW 1/4 of said Section 26; thence N 89°36'24" W along the South line of the SE 1/4 NW 1/4 of said Section 26, a distance of 249.64 feet, more or less, to the Point of Beginning.

CONTAINING 9.146 Acres (398,419.80 Sq. Ft.), more or less, as described

WHEREAS, a hearing on the petition was duly held after proper notice on the 17<sup>th</sup> day of September, 2003; and

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

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

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**ANTIETAM ANNEXATION**

**APPROXIMATELY 9.146 ACRES**

**LOCATED AT 260 & 262 26 ¼ Road and including a  
portion of the 26 ¼ Road Right-of-Way**

**WHEREAS**, on the 6<sup>th</sup> day of August, 2003, 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 17<sup>th</sup> day of September, 2003; 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:

**ANTIETAM ANNEXATION**

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) and the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

BEGINNING at the Southwest corner of the SE 1/4 NW 1/4 of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian and assuming the West line of the SE 1/4 NW 1/4 of said Section 26 bears N 00°00'00" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°00'00" E along the West line of the SE 1/4 NW 1/4 of said Section 26, being the East line of the Western Cemetery Annexation, Ordinance Number 1371, City of Grand Junction,

Colorado, a distance of 127.35 feet; thence S 56°32'14" E, along the South line of that certain parcel of land described in a Quit Claim Deed recorded in Book 2403, Page 937, Public Records of Mesa County, Colorado, a distance of 36.53 feet; thence continuing along said South line, S 87°55'00" E a distance of 234.00 feet; thence N 02°50'00" E a distance of 103.50 feet; thence N 81°00'00" W along the North line of that said parcel of land, a distance of 272.80 feet to a point on the West line of the SE 1/4 NW 1/4 of said Section 26; thence N 00°00'00" E along the West line of the SE 1/4 NW 1/4 of said Section 26, a distance of 82.97 feet; thence S 89°41'17" E, along the South line of the Floral Annexation, Ordinance Number 2948, City of Grand Junction, Colorado, a distance of 357.93 feet; thence N 00°04'48" W, along the East line, and the Northerly projection thereof of said Floral Annexation, a distance of 659.76 feet to a point on the South line of the Easter Cemetery Annexation, Ordinance Number 1373, City of Grand Junction, Colorado; thence S 89°53'20" E along said South line, a distance of 302.00 feet to a point on the East line of the West Half (W 1/2) of the SE 1/4 NW 1/4 of said Section 26; thence S 00°04'48" E along the East line of the W 1/2 of the SE 1/4 NW 1/4 of said Section 26, also being the West line of Lot 2, Miles Craig Minor Subdivision, as same is recorded in Plat Book 16, Page 38, Public Records of Mesa County, Colorado, a distance of 989.48 feet to a point being the Southwest corner of said Lot 2; thence N 89°36'24" W along the South line of the SE 1/4 NW 1/4, a distance of 236.42 feet; thence S 00°00'00" E a distance of 80.00 feet; thence N 89°36'24" W a distance of 174.34 feet to a point on the East line of the Reservoir Hill Annexation, Ordinance Number 1445, City of Grand Junction, Colorado; thence N 00°00'00" E a distance of 80.00 feet to a point on the South line of the SE 1/4 NW 1/4 of said Section 26; thence N 89°36'24" W along the South line of the SE 1/4 NW 1/4 of said Section 26, a distance of 249.64 feet, more or less, to the Point of Beginning.

CONTAINING 9.146 Acres (398,419.80 Sq. Ft.), more or less, as described

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

**INTRODUCED** on first reading on the 6<sup>th</sup> day of August, 2003 and ordered published.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk



**Attach 14**  
**Public Hearing – Zoning the Antietam Annexation**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Zoning the Antietam Annexation, located at 260 & 262 26 ¼ Road.					
<b>Meeting Date</b>	September 17, 2003					
<b>Date Prepared</b>	September 10, 2003				<b>File #ANX-2003-122</b>	
<b>Author</b>	Scott D. Peterson		<b>Associate Planner</b>			
<b>Presenter Name</b>	Scott D. Peterson		<b>Associate Planner</b>			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b> X <b>Individual Consideration</b>

**Summary:** The Antietam Annexation consists of 9.146 acres of land that is located at 260 & 262 26 ¼ Road and currently consists of two (2) parcels of unplatted land that each contain a single family home. The petitioner’s intent is to annex and then develop the property as a 25 lot residential subdivision with a density of less than four (4) dwelling units per acre (2.73 density proposed). The proposed zoning is Residential Single Family – 4 (RSF-4). The Planning Commission recommended approval at its August 26, 2003 meeting.

**Budget:** N/A

**Action Requested/Recommendation:** Hold a public hearing and consider final passage of the zoning ordinance for the Antietam Annexation with a requested zoning of Residential Single Family – 4 (RSF-4).

**Background Information:** See attached Staff Report/Background Information

**Attachments:**

- 24. Staff report/Background information
- 25. General Location Map
- 26. Aerial Photo
- 27. Growth Plan Map
- 28. Zoning Map
- 29. Annexation map
- 30. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION					
<b>Location:</b>		260 & 262 26 ¼ Road			
<b>Applicant:</b>		Dale G. Cole, Owner			
<b>Existing Land Use:</b>		Two (2) single family homes			
<b>Proposed Land Use:</b>		25 lot residential subdivision			
<b>Surrounding Land Use:</b>	<b>North</b>	Calvary Cemetery			
	<b>South</b>	Residential			
	<b>East</b>	Residential (Cimarron Mesa)			
	<b>West</b>	Cemetery & Residential			
<b>Existing Zoning:</b>		RSF-4 (County)			
<b>Proposed Zoning:</b>		RSF-4			
<b>Surrounding Zoning:</b>	<b>North</b>	CSR			
	<b>South</b>	CSR and RSF-4 (County)			
	<b>East</b>	RSF-4			
	<b>West</b>	CSR, RSF-4 and RSF-4 (County)			
<b>Growth Plan Designation:</b>		Residential Medium Low (2 – 4 DU/Ac.)			
<b>Zoning within density range?</b>		X	Yes		No

**Staff Analysis:**

**ZONE OF ANNEXATION:**

Under the 1998 Persigo Agreement with Mesa County, the City shall zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City’s Growth Plan Future Land Use Map. The proposed zone district of RSF-4 would be in keeping with the Persigo Agreement and the Growth Plan Future Land Use Map.

**RSF-4 ZONE DISTRICT**

- The proposed RSF-4 zoning is consistent with the Growth Plan Future Land Use Map for this area. Currently, the Growth Plan Future Land Use Map indicates this area east of 26 ¼ Road to be residential medium low (2 -4 DU/Ac.) in character.
- Zoning this annexation as RSF-4, meets the criteria found in Sections 2.14.F and 2.6 of the Grand Junction Zoning and Development Code.

- The property is bordered by either City or County RSF-4 and City CSR zoning. The proposed annexation is consistent with recent annexations in the area of Cimarron Mesa to the east of RSF-4.

ZONING AND DEVELOPMENT CODE CRITERIA:

**Section 2.14 F. of the Zoning & Development Code:** “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 the existing County zoning:

**Section 2.6.A. Approval Criteria:**

- 1. The existing zoning was in error at the time of adoption.**

N/A. The proposed zoning of RSF-4 upon annexation is equivalent to the current County zoning and is also consistent with Growth Plan Future Land Use Map.

- 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 transition, etc.**

The property is located in an area that is currently being developed and zoned in a four (4) dwelling unit per acre density. All public utilities are available in the area and will be extended to serve the proposed 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 proposed zoning of RSF-4 is within the allowable density range recommended by the Growth Plan. This criterion must be considered in conjunction with criterion 5 which requires that public facilities and services are available when the impacts of any proposed development are realized. Staff has determined that public infrastructure can address the impacts of any development consistent with the RSF-4 zone district, therefore this criterion is met.

- 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 proposed zoning is equivalent to the existing land uses in the area and meets the requirements of the Zoning and Development Code and Growth Plan.

- 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 and can address the impacts of development consistent with the RSF-4 zone district.

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

N/A. This proposal is to zone property to be in conformance with current and proposed land uses in the area.

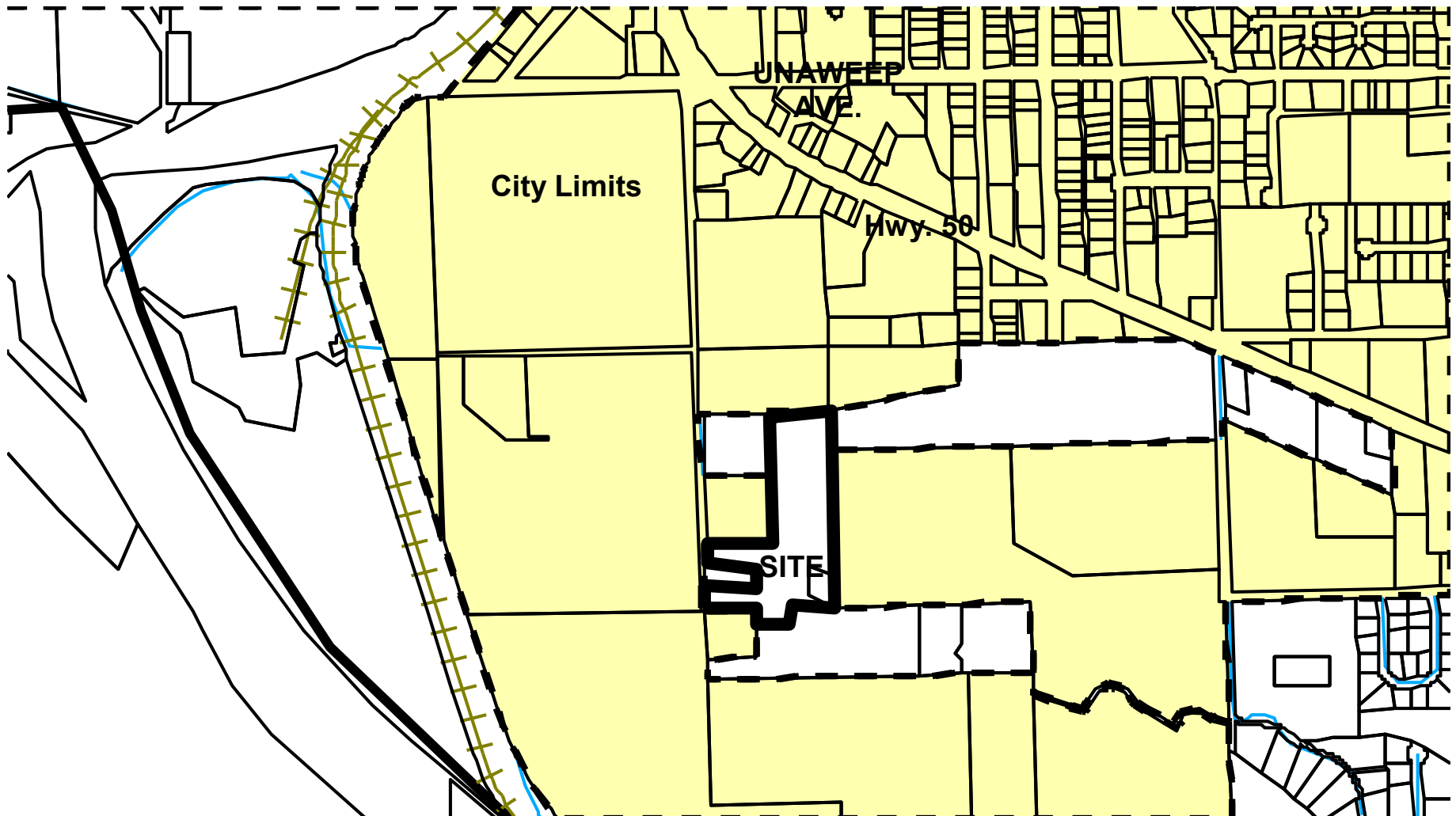
- 7. The community or neighborhood will benefit from the proposed zone.**

The proposed zone will benefit the area as it is allowing the property to be developed in an equivalent manner with the other proposed subdivisions in the surrounding area.

**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission recommended approval of the requested zoning of RSF-4 for the Antietam Annexation to the City Council, finding the zoning to be consistent with the Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

# Site Location Map – Antietam Annexation

Figure 1



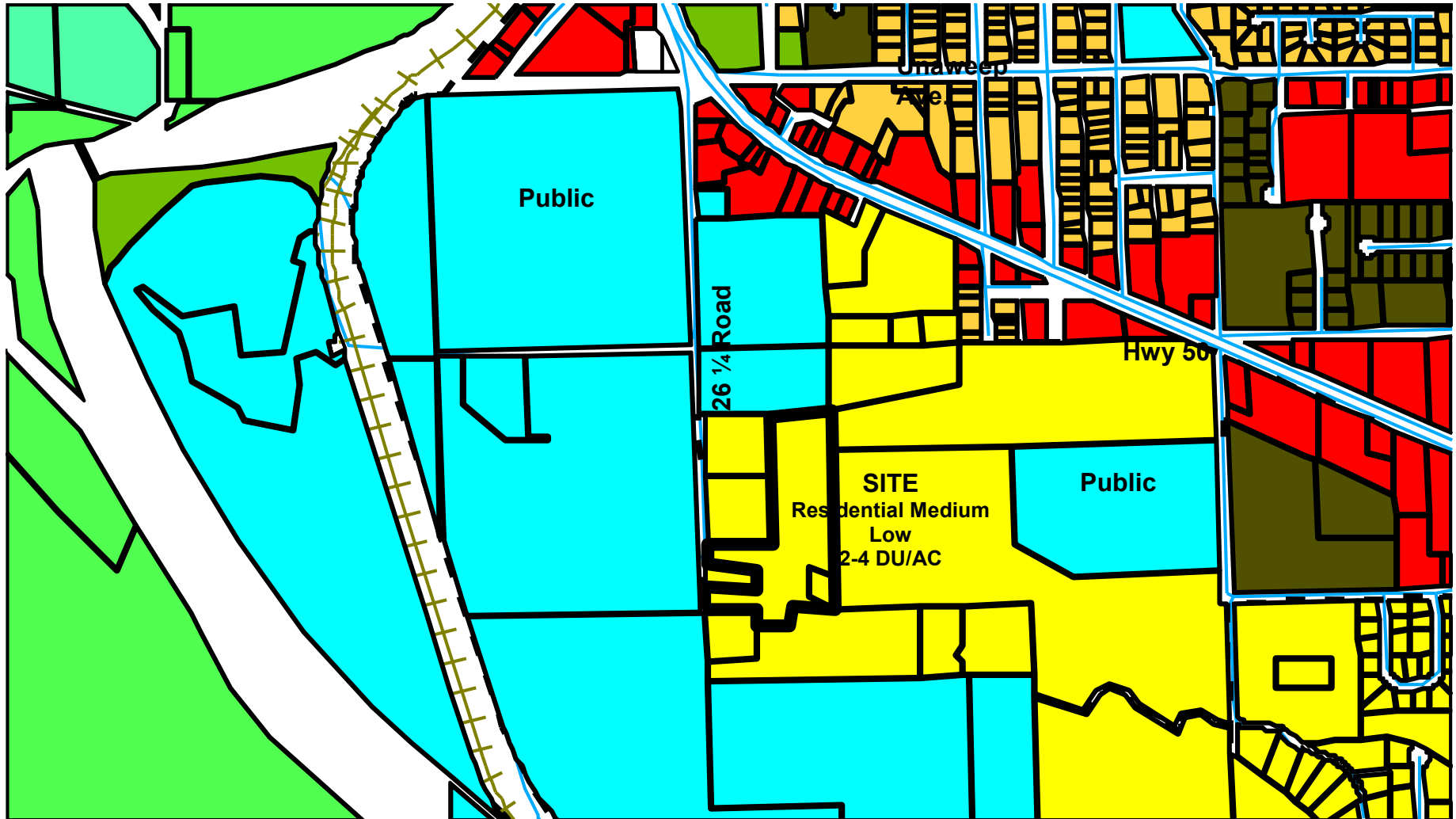
# Aerial Photo Map – Antietam Annexation

Figure 2



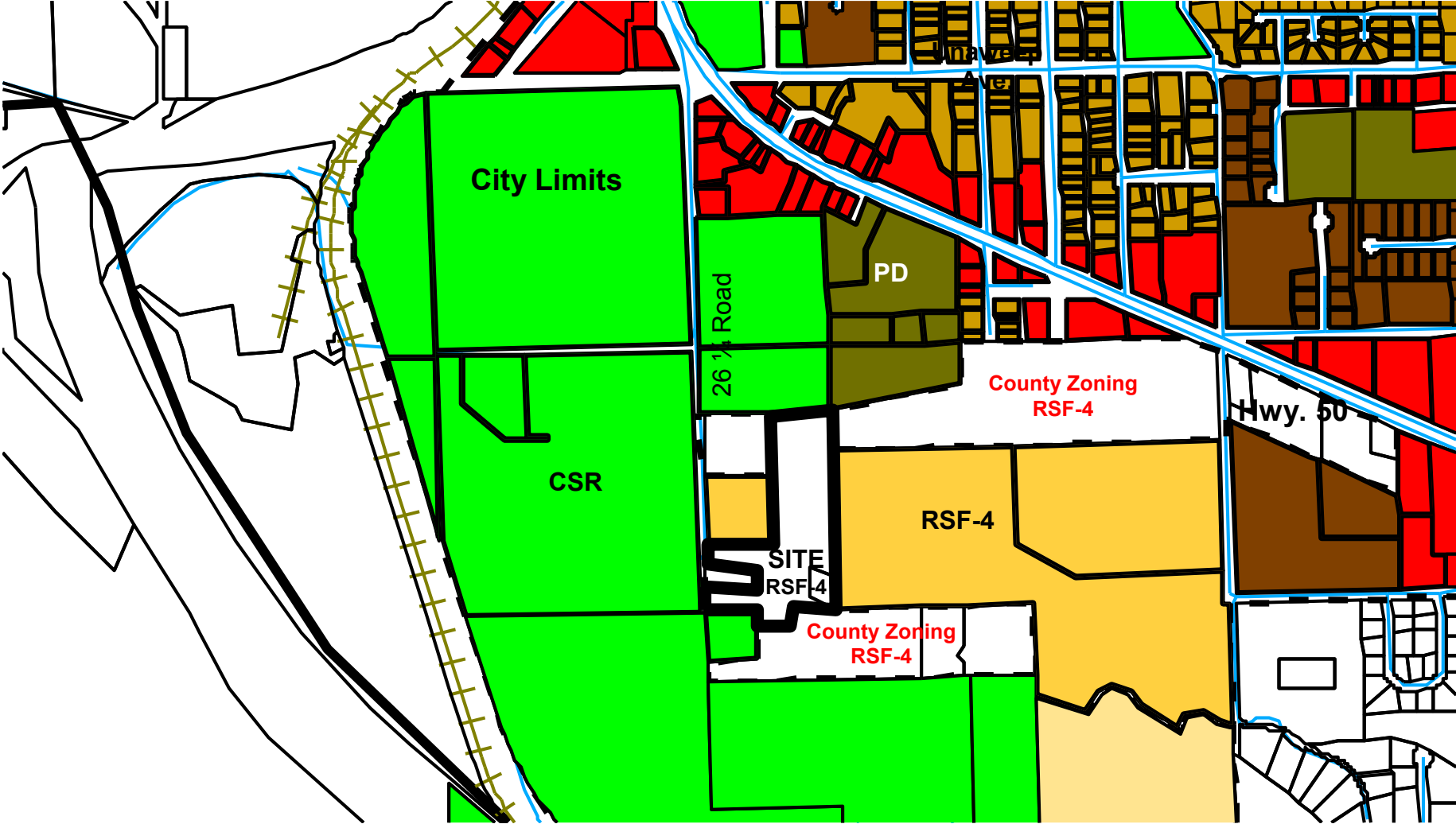
# Future Land Use Map – Antietam Annexation

Figure 3



# Existing City and County Zoning – Antietam Annexation

Figure 4

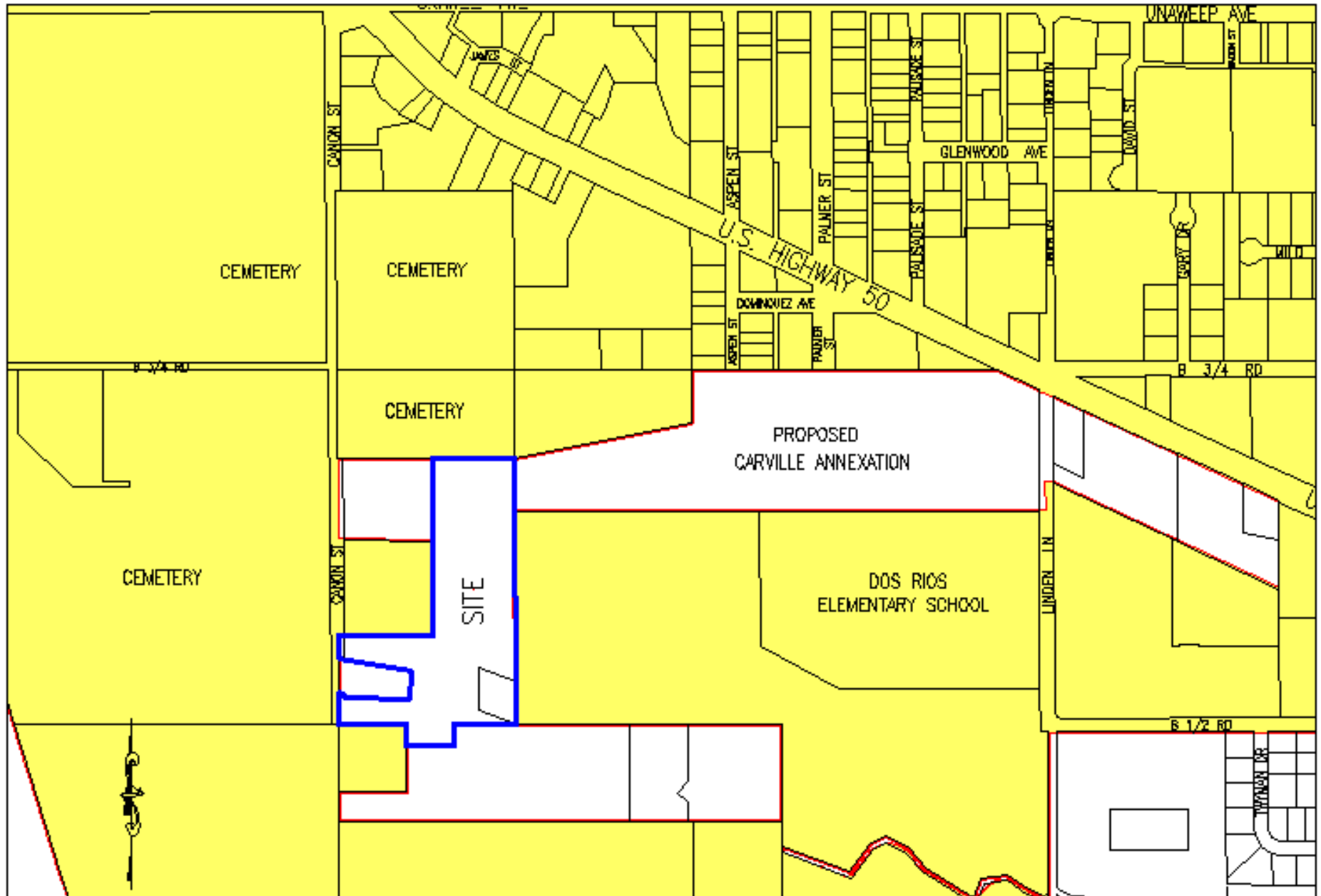


NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."



# Anteitam Annexation

Figure 5



 City Limits  Annexation Boundary

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ZONING THE ANTIETAM ANNEXATION**

**TO RESIDENTIAL SINGLE FAMILY – 4 (RSF-4)**

**LOCATED AT 260 & 262 26 ¼ 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 the public notice and public hearing before the Grand Junction City Council, City Council finds that an RSF-4 zone district be established for the following reasons:

- The zone district meets the criteria of Section 2.14. F. of the Zoning and Development Code by conforming to the current 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 Residential Single Family – 4 (RSF-4) with a density not to exceed 4 units per acre.**

**ANTIETAM ANNEXATION**

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) and the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian, State of Colorado, County of Mesa, being more particularly described as follows:

BEGINNING at the Southwest corner of the SE 1/4 NW 1/4 of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian and assuming the West line of the SE 1/4 NW 1/4 of said Section 26 bears N 00°00'00" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°00'00" E along the West line of the SE 1/4 NW 1/4 of said Section 26, being the East line of the

Western Cemetery Annexation, Ordinance Number 1371, City of Grand Junction, Colorado, a distance of 127.35 feet; thence S 56°32'14" E, along the South line of that certain parcel of land described in a Quit Claim Deed recorded in Book 2403, Page 937, Public Records of Mesa County, Colorado, a distance of 36.53 feet; thence continuing along said South line, S 87°55'00" E a distance of 234.00 feet; thence N 02°50'00" E a distance of 103.50 feet; thence N 81°00'00" W along the North line of that said parcel of land, a distance of 272.80 feet to a point on the West line of the SE 1/4 NW 1/4 of said Section 26; thence N 00°00'00" E along the West line of the SE 1/4 NW 1/4 of said Section 26, a distance of 82.97 feet; thence S 89°41'17" E, along the South line of the Floral Annexation, Ordinance Number 2948, City of Grand Junction, Colorado, a distance of 357.93 feet; thence N 00°04'48" W, along the East line, and the Northerly projection thereof of said Floral Annexation, a distance of 659.76 feet to a point on the South line of the Easter Cemetery Annexation, Ordinance Number 1373, City of Grand Junction, Colorado; thence S 89°53'20" E along said South line, a distance of 302.00 feet to a point on the East line of the West Half (W 1/2) of the SE 1/4 NW 1/4 of said Section 26; thence S 00°04'48" E along the East line of the W 1/2 of the SE 1/4 NW 1/4 of said Section 26, also being the West line of Lot 2, Miles Craig Minor Subdivision, as same is recorded in Plat Book 16, Page 38, Public Records of Mesa County, Colorado, a distance of 989.48 feet to a point being the Southwest corner of said Lot 2; thence N 89°36'24" W along the South line of the SE 1/4 NW 1/4, a distance of 236.42 feet; thence S 00°00'00" E a distance of 80.00 feet; thence N 89°36'24" W a distance of 174.34 feet to a point on the East line of the Reservoir Hill Annexation, Ordinance Number 1445, City of Grand Junction, Colorado; thence N 00°00'00" E a distance of 80.00 feet to a point on the South line of the SE 1/4 NW 1/4 of said Section 26; thence N 89°36'24" W along the South line of the SE 1/4 NW 1/4 of said Section 26, a distance of 249.64 feet, more or less, to the Point of Beginning.

CONTAINING 9.146 Acres (398,419.80 Sq. Ft.), more or less, as described

Introduced on first reading this 3rd day of September, 2003 and ordered published.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Attach 15**  
**Cinema at the Avalon, Inc. Operation and Use Agreement**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Cinema at the Avalon, Inc. Operation and Use Agreement					
<b>Meeting Date</b>	September 17, 2003					
<b>Date Prepared</b>	September 10, 2003				<b>File #</b>	
<b>Author</b>	Joe Stevens		Director of Parks & Recreation			
<b>Presenter Name</b>	Joe Stevens		Director of Parks & Recreation			
<b>Report results back to Council</b>		No	X	Yes	<b>When</b>	March 2004
<b>Citizen Presentation</b>	X	Yes		No	<b>Name</b>	Charlie Kerr, President of Cinema at the Avalon, Inc.
	<b>Workshop</b>		<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** On June 30, 2003, a report on possibly expanding Cinema at the Avalon Theatre was reviewed by City Council. Following discussion, City Council directed staff to work on an agreement with Cinema at the Avalon (CAI) that would increase theatre usage, minimize additional expense to the City, and maintain the City's responsibility, opportunity and commitment to encourage other usage with the ability to preempt CAI scheduled dates for other Avalon user groups and organizations.

**Budget:** The **maximum** projected revenue to be remitted, by Cinema at the Avalon, to the City, is \$36,000. Based on existing terms and conditions, the City of Grand Junction presently receives \$12,600, on an annualized basis, from CAI for Saturday Cinema (movies are currently scheduled the 2<sup>nd</sup> Friday, Saturday and Sunday of the month, at a rate of \$350/day / 12 weeks a year). Additionally, the City currently nets an estimated \$6,044 from concession sales. With the new agreement, concession sales (excluding beer and wine) would be the responsibility of CAI and net profits would go to CAI. This means that maximum revenue is projected to increase from \$18,044 to \$36,000 and use by the CAI will increase from a maximum of 36 days/year to a maximum of 330 days/year. If approved by City Council, under this scenario, the City's annual subsidy, for the Avalon Theatre, may increase by an estimated \$12,247.

**Action Requested/Recommendation:** Authorization for the city of Grand Junction to enter into an operation and use agreement with Cinema at the Avalon, Inc. to better program film and film events in the City's historic Avalon Theatre, while allowing the theatre to serve other clientele.

**Attachments:** Operation and use agreement for the Avalon Theatre.

**Background Information:** The City of Grand Junction has been approached by the Board of Directors of the Avalon Cinema Incorporated (ACI) about how to best program film and film events in the Avalon Theatre. A year ago, the City entered into a 3 year Memorandum of Understanding (MOU) with the Avalon Foundation Board, to operate, manage and have oversight responsibility for the theatre. The MOU runs through June 30, 2005. This spring, Cinema at the Avalon and Harold Stalf, Executive Director of the DDA asked the City to consider opening up the Avalon Theatre for up to 5 showings (movies) per day.

Based on direction provided by the City Council at the Council workshop on June 30, 2003, an operation and use agreement between Cinema at the Avalon, Inc. and the City of Grand Junction has been prepared for Council review. Highlights of the agreement include:

- The agreement, if approved will become effective upon execution with an opening on or after October 15, 2003 and before November 30, 2003. Between the opening date and December 31, 2003 CAI may use the Avalon rent free, except for dates already booked or paid.
- Beginning January 1, 2004, CAI agrees to pay rent of \$187.50 for each exclusive date and each scheduled date. Maximum monthly rent, notwithstanding usage per month, shall be \$3,000/month or \$36,000/year.
- If CAI cannot pay accrued rent when due, and provides written notice, the City Council may waive, defer or require payment at its sole and absolute discretion.
- CAI shall pay accrued rent on March 31, 2004 and on December 31, 2004.
- CAI will pay the City of Grand Junction a \$6,000 refundable payment, due at the time of signing.
- The second Saturday of each month is reserved for CAI and are "exclusive dates" and are not subject to preemption. Scheduled dates and available dates may be preempted by the City.
- The City may preempt a scheduled date if written notice of the preemption is provided to CAI at least 10 days prior to the date or dates preempted.
- CAI may not accrue or carry forward dates from month to month.
- CAI is responsible for printing and selling tickets, advertising, concessions sales, film rental, liability insurance and payment of any and all cost of administration for and during CAI showings at the Avalon.

- CAI shall establish all fees and charges for food and beverages subject to City review and approval.
- The CAI Theatre Manager shall be a CAI employee and compensated by CAI. CAI may not hire a manager without the City's consent. The City will provide the CAI Theatre Manager with a key to the Avalon and assign a work area within the theatre. Cost associated with a telephone, computer, etc. will be the sole responsibility of the CAI.
- Volunteers may perform as food and beverage servers, ushers and projectionists subject to reasonable background screening and approval by the City.
- CAI is entitled to all proceeds from its ticket sales.
- The City is responsible for utilities, janitorial and general building maintenance for the Avalon.
- Maintenance of the film equipment is the responsibility of CAI.
- The Avalon Foundation Board maintains its right to use up to 10 dates per year for fund raising activities.
- The City of Grand Junction will have the right to use up to 20 dates per year for any purpose.

September 2003

Cinema at the Avalon Inc.

Grand Junction, Colorado 81501

City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

### Operation and Use Agreement for the Avalon Theater

#### Background:

During late 2002 and early 2003 the City staff (City) and the Board of Directors of Cinema at the Avalon Incorporated (CAI) discussed how best to program film and film events in the City's historic Avalon Theater ("Avalon", "the Avalon" or "the Theater") while allowing the Theater to also serve other clientele.

With the help and guidance of Joe Stevens, Director of Parks and Recreation and Harold Stalf Director of the Downtown Development Authority, CAI and the City completed a comprehensive review of their relationship. That review resulted in the development of a marketing and programming plan for film and film events in the Theater. That plan also takes into account that the Theater must serve as a venue for uses and other performing arts. This letter agreement memorializes the Parties' agreements, understandings and expectations regarding CAI's use of the Theater.

One major purpose of this agreement is to provide an operating framework for the current and future relationship between CAI and the City. It is the hope and expectation of CAI and the City that the Theater will be "re-discovered" by and through innovative use and programming of film and film events. It is hoped that the re-discovery will result in revenue for the City and sustainability of consistent, quality film programming for CAI.

Before July 2003, film programming at the Avalon had only been "hit and miss;" CAI and the City seek to change that condition. Like any new venture it is often best to start slow, achieve attainable goals and sustain the gains made. To that end the initial term of this agreement shall be from the date the agreement is signed until December 31, 2004 with an option for the City to extend the agreement twelve (12) months thereafter.

The Parties agree that a detailed review of the arrangement shall be performed in June and December 2004. Those reviews shall be conducted by the City and CAI shall

reasonably cooperate with the same by providing financial statements and documents requested by the City. The documents the City may require and CAI shall reasonably be required to produce shall detail, describe and demonstrate the theater operations during the preceding 6 months. Monthly financial statements shall be submitted quarterly to the City.

This agreement shall become effective upon execution by the City and CAI. The opening under and pursuant to this agreement shall occur on or after October 15, 2003, but no later than November 30, 2003. Between the opening date and December 31, 2003 CAI may use the Theater, on the terms and schedule provided for herein, except for dates booked or paid for as of the date of this agreement, rent free.

Based on the foregoing, the Parties do hereby agree:

1. A "Day" which also may be referred to as a "Date" shall be defined as either no more than 16 hours of occupancy by CAI staff and/or patrons or no more than 5 showings.
2. Beginning January 1, 2004 CAI agrees to pay rent of \$187.50 for each Exclusive Date and each Scheduled Date during the term of this agreement. CAI's maximum monthly rent, notwithstanding usage per month, shall be \$3000.00 with the total rental liability being established in accordance with paragraph 5.
3. CAI shall pay accrued rent on March 31, 2004 and on December 31, 2004. Accrued but unpaid rent (calculated in accordance with paragraph 2) and other sums due hereunder shall be paid to the City within 10 days of termination or expiration of this agreement.
4. Notwithstanding any other provision of this agreement, in the event of termination or expiration of this agreement, CAI's liability shall not exceed the lesser of (i) accrued and unpaid rent through the date of termination (after applying the \$6000.00 pursuant to paragraph 4 of this agreement) or (ii) \$36,000 or (iii) an amount the majority of the City Council agrees to accept in satisfaction of CAI's outstanding liability at the time of termination or expiration of the agreement. If CAI can not pay accrued rent when it is due then CAI shall provide written notice of the same to the City at the address given herein. CAI shall make an offer in compromise and settlement of its liability and shall request that the matter be referred to the Council in accordance with this term of the agreement. The Council may waive, defer or require payment as it deems appropriate in its sole and absolute discretion. A decision by the Council to not enforce the rental payment term(s) of this agreement shall not serve as a modification of any other term(s) of the agreement and CAI shall not claim or assert that the agreement is otherwise modified.



5. CAI shall pay the City a \$6000.00 refundable payment at the time of signing.
6. The \$6000.00 shall be deemed security for the faithful performance of this agreement. In the event of default by CAI the \$6000.00 may be applied by the City toward any and all accrued but unpaid rent. If accrued but unpaid rent at the time of default does not exceed \$6000.00, the City may retain the difference as liquidated damages. If CAI performs as required by this agreement then the City shall refund the deposit within 10 days of the expiration, termination or completion of this agreement and any extended term thereof and all obligations arising under or out of the same.
7. In conjunction with CAI and the Avalon Foundation Board the City shall schedule the Theater:
  - (a) such that every second Saturday of each month is reserved for CAI. Those days shall be known as Exclusive Dates and are not subject to being preempted.
  - (b) such that every Wednesday, Friday, Saturday, and Sunday are presumptively reserved for CAI. Those days shall be known as Scheduled Dates and are reserved for CAI subject to being preempted as described below.
  - (c) All other days shall be known as Available Dates. Scheduling of Available Dates shall be in accordance with paragraph 9 below.
8. Calendars showing the Exclusive and Scheduled Dates are attached. If the agreement is extended beyond December 31, 2004 additional calendars shall be prepared and attached.
9. If the Theater is available **on Available Dates, with availability being determined by the City in its sole and absolute discretion**, then the City shall first offer those Available Dates to CAI.
10. **“Available”** or **“availability”** means: (i) that City does not have a full price booking or (ii) the Avalon Foundation has not given notice of its intent to exercise its right to use its dates (Avalon Dates {10 days/year}) or (iii) the City has not given notice of its intent to exercise its right to use its dates (City Dates {20 days/year}).

In any month that the Theater has Available Dates, **CAI shall be allowed to use the Theater rent free on those days if:**

- a) CAI has used the Theater for all of its Exclusive and Scheduled Dates (except for those Scheduled Dates preempted pursuant to this Agreement); or
- b) CAI has been preempted on 10 or more occasions during the month by the City.

Otherwise, CAI may rent the Theater on Available Dates for \$150.00 per day with the total rent per month, regardless of the number of days that CAI uses the Theater, to not exceed \$3000.00.

- 11. If CAI does not elect to use Available Dates, those dates may not be accrued and/or carried forward from month to month.
- 12. Available Dates shall be determined by the City on the 15<sup>th</sup> of each month for each succeeding month. If the 15<sup>th</sup> is not a business day, then Available Dates shall be determined on the next business day.
- 13. The City may refuse to provide Available Dates if CAI is not current on its financial obligations to the City pursuant to this agreement and/or any concession and/or film vendor or supplier.
- 14. Notwithstanding any other provision of this agreement the City may preempt a Scheduled Date if written notice of the preemption is provided to CAI at the address given herein at least 10 (ten) days prior to the date or dates to be preempted.
- 15. Available Dates, once scheduled, are not subject to preemption.
- 16. CAI shall be relieved from paying rent for any and all preemptions by the City. CAI may not claim and hereby irrevocably waives any claim(s) however stated for lost profit or advantage or breach of this agreement by or because of preemption(s). CAI shall include in its advertising at least once per week that all show dates are subject to change/preemption without notice.
- 17. The City agrees to preempt CAI judiciously: it may not preempt CAI unless the preemption is for an event/booking that is contracted to pay the City full price rent for the use of the Theater or is for use for Avalon or City Dates. Preemption for Avalon or City Dates may occur irrespective of whether full price or any rent is charged/collected. CAI shall not be preempted for rehearsal(s) by an event/booking unless the rehearsal is for an act/event/booking that is contracted to pay full price for the rehearsal(s) or the dates are charged to the Avalon or the City. The City will endeavor to schedule rehearsals, set construction/tear down and other non-performance activities during daytime hours and/or on other than not scheduled for CAI.

18. CAI shall be required to document revenue and expenses for the admissions, concessions, advertising and film rental. CAI's bookkeeping shall be subject to audit by the City on 5 days advance notice. Bookkeeping shall be in accordance with generally accepted accounting practices.
19. CAI agrees to develop programming that will maximize revenue to the City while operating the Theater as and within an arts theater genre. The City and CAI agree to share any and all financial data concerning the Theater, program pricing, demographics of patrons (if known) and any and all other information relating to ticket and concession sales, building maintenance and utility costs, etc.
20. CAI shall be responsible for printing and selling tickets, advertising, concession sales, film rental, liability insurance with at least GIA limits and payment of any and all costs of administration for and during any and all CAI showings, programming and events at the Avalon.
21. The City shall be an additional named insured on CAI's insurance.
22. CAI shall provide the City with an ACORD form evidencing the insurance in the form and amount required by the City.
23. CAI's insurance shall not be cancelled without 30 days advance, written notice to the City.
24. CAI shall neither direct nor require any physical changes to the Theater. The City does hereby authorize CAI to install a telephone line(s) for its use. CAI shall pay for installation, maintenance, recurring charges and for all toll calls. In the event of a dispute the City shall have and maintain final authority over all aspects of operation of the Theater. CAI has inspected the Theater and accepts it in "as is" condition.
25. CAI shall establish all fees and charges for food and beverage subject to City review and approval. CAI may in conjunction with artists and/or vendors establish the price of collectibles, including but not limited to soundtracks, CD's, DVD's, posters etc.
26. CAI agrees to emphasize exceptional customer service; the quality of food, beverage and the films shall be in accordance with industry standards.
27. CAI, by and through its staff, shall greet and serve patrons in a manner consistent with industry standards. Customers shall be sincerely thanked for their patronage.

28. CAI commits that it will provide all necessary full and part-time staff consistent with industry standards. The Theater manager shall be a CAI employee and be compensated by CAI. The City may participate in the manager interview/selection process. CAI may not hire a manager(s) without the City's consent. The City has the right, in its sole and absolute discretion, to reject an applicant(s) for any or no reason being stated. The City agrees that it will not unreasonably reject any applicant. The City's decision to reject an applicant shall be final.

Volunteers may perform as food and beverage servers, ushers and as the projectionist. If CAI fails to provide such workers for all showings then the City may: 1) staff the Theater and charge CAI for the total burdened cost of minimum staffing (as established in this agreement or as otherwise agreed in writing for any film/film event) or 2) the City may cancel any and all scheduled showings for which minimum staffing is not present and ready to work at the Theater at least 30 minutes before show time. CAI shall not be relieved from paying rent for any and all scheduled showings for which minimum staffing is not present and maintained during each showing.

29. CAI and the City agree that minimum staffing is 2 persons and that staffing shall be increased as demand warrants.
30. CAI volunteers shall be subject to reasonable background inquiry and screening by the City; the City has the right, in its sole and absolute discretion, to reject any or all CAI volunteer(s) for any or no reason being stated. The City agrees that it will not unreasonably reject any applicant/volunteer. The City's decision to reject an applicant/volunteer shall be final.
31. Under the direction of the Theater manager, CAI staff and/or volunteers shall prepare and/or sell prepared concessions and concession products. CAI may use the concession equipment/facilities in the Theater. CAI shall order, stock and staff the concession stand in accordance with Mesa County Health Department and any other applicable local and/or state laws, rules and regulations.
32. CAI may separately contract with the City, by and through Two Rivers Convention Center (TRCC) to supply appropriate canapés, snacks, appetizers, beverages and/or other concession foods/food products. When CAI chooses to provide alcoholic beverages to its patrons it shall contract with the City to provide the same by, through and under the City's license and personnel. CAI shall pay the City's cost of labor and product (based on its then current rates.)

33. If the City supplies any or all of the same then CAI shall pay the City the wholesale cost of the concessions/concession products. CAI shall be entitled to the gross proceeds from the retail sales so long as the City has been paid for the products.
34. The City may reasonably charge (based on its then current rates) CAI for the use of City equipment and/or personnel necessary to operate special concession/food/beverage services that CAI may offer from time to time. Any and all purchase contracts by and between CAI and its vendors shall not obligate the City by or because the products are sold, used or consumed in the Theater.
35. CAI shall be entitled to all proceeds from its ticket sales. Any and all film rental contracts by and between CAI and its vendors shall clearly be made in the name of CAI. CAI shall hold the City harmless from any claim or demand and shall not obligate the City to pay for any rental, late fees, shipping charges, damage, damage deposit or otherwise financially obligate the City by or because a film(s) is shown and/or music is played in the Theater.
36. CAI shall indemnify and hold the City harmless for any and all CAI expenses, financial obligations and the several other obligations set for the herein. The City shall be entitled to review at any time CAI's contract documents to confirm that the City is not liable thereunder and/or that CAI has properly caused the City to be indemnified/held harmless.
37. The City shall contract and pay for utilities, janitorial and general building maintenance for the Theater.
38. CAI shall contract with a person and/or firm for the maintenance of the film equipment. CAI shall be solely responsible for the cost of preventative and on-going maintenance of the same.
39. The City shall maintain the building, including the furniture, fixtures and equipment (except the film equipment) which includes but is not limited to cleaning the Theater and the restrooms. CAI shall clean the concession sales/preparation area and reasonably use the concession equipment and facilities. The City shall provide CAI's Theater manager with a key to the Theater and a work area within the Theater. The City is not responsible for providing any furniture, fixtures or equipment for the manager.
40. The City shall provide use of the Theater's safe for money. Ticket and concession proceeds shall be balanced, reconciled and deposited in the safe. The City assumes no liability for lost or stolen money, tickets or other valuables.

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Charlie Kerr  
President - Cinema at the Avalon Inc.

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address

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Kelly Arnold  
City Manager  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501