

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

WEDNESDAY, JUNE 16, 2004, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation – Eldon Coffey, Central Orchard Mesa Community Church

PROCLAMATIONS / RECOGNITIONS

PROCLAIM JUNE 18-19 AS “GRAND JUNCTION RELAY FOR LIFE DAYS” IN THE CITY OF GRAND JUNCTION

*** PROCLAIM JUNE 2004 AS “HOMEOWNERSHIP MONTH” IN THE CITY OF GRAND JUNCTION

CITIZEN COMMENTS

***** CONSENT CALENDAR ***®**

1. Minutes of Previous Meetings

[Attach 1](#)

Action: Approve the Summary of the June 2, 2004 Special Workshop, and the Minutes of the June 2, 2004 Regular Meeting

2. Airport Improvement Program Grants

[Attach 2](#)

AIP-29 is for (1) Transition design of Landing View Lane relocation, construction of Landing View Lane and construction of a 30” water line. (2) Taxiway C-1A Rehabilitation; and (3) Design New Runway 4/22 General Aviation Development Area. The design phase will address specific drainage, elevation, and line-of-sight issues so that new construction is developed such that impacts to airport operations are mitigated and as feasible as possible. Estimated grant amount is \$3,308,452.

The Supplemental Co-sponsorship Agreement is required by the FAA as part of the Grant acceptance by the City.

Action: Authorize the Mayor to Sign FAA AIP Grant 29 for Capital Improvements at Walker Field and also Authorize the City Manager to Sign the Supplemental Co-Sponsorship Agreement for AIP-29 after they have been reviewed and approved by the City Attorney

Staff presentation: Eddie F. Storer, Projects & Airfield Facilities Manager,
WFAA

3. **Setting a Hearing for Amending Chapter 32 Code of Ordinances Regarding Sidewalk Dining** [Attach 3](#)

A number of downtown restaurants are seeking the opportunity to serve alcohol outdoors along Main St. In order to allow this, an outdoor dining lease for use of this public right-of-way is required. This amendment provides for this outdoor dining lease for use of the public right-of-way for use for food and alcohol service and is similar to the terms and conditions of several other communities in Colorado that offer such service.

Proposed Ordinance Amending Part of Chapter 32 of the City of Grand Junction Code of Ordinances Relating to Permits for Activities in the Downtown

Action: Introduction of Proposed Ordinance and Set a Public Hearing for July 7, 2004

Staff presentation: Harold Stalf, Executive Director, DDA

4. **Preparation, Printing and Distribution of Code Supplement** [Attach 4](#)

The Code of Ordinances, Sec. 1-10, requires that City Council approve by motion the preparation and printing of the Code supplements in order to incorporate ordinances and certain resolutions approved by the City Council in recent years into the Code Book.

Action: Authorize the Preparation, Printing and Distribution of the Fifth Supplement to the Code of Ordinances

Staff presentation: Stephanie Tuin, City Clerk

5. **Purchase of Two 5 Yard Dump Trucks with Snow Removal V-Boxes** [Attach 6](#)

This is for the purchase of two 2005 International Dump Trucks with snow removal V-Boxes. It is currently scheduled for replacement in 2004 as identified by the annual review of the fleet replacement committee.

Action: Authorize the City Purchasing Manager to Purchase Two 2005 International Dump Trucks with V-Boxes from McCandless International Trucks of Colorado, Aurora, CO and O. J. Watson Equipment, Denver, CO in the Amount of \$187,820.00.

Staff presentation: Ron Watkins, Purchasing Manager
Mark Relph, Public Works and Utilities Director

6. **Setting a Hearing on Amending the Planned Development (PD) for the Summer Hill Subdivision** [File #RZP/FPP-2004-028] [Attach 7](#)

Introduction of a proposed ordinance rezoning 1.6 acres of land from RSF-4 (Residential Single Family with a maximum of 4 units per acre) to PD (Planned Development) and amending Ordinance No. 3136 to establish an underlying zone district and include bulk standards. Planning Commission recommended approval.

Proposed Ordinance Amending Ordinance No. 3136 to Include Additional Property and Establish Underlying Zoning and Bulk Standards for the Summer Hill Planned Development

Action: Introduction of Proposed Ordinance and Set a Public Hearing for July 7, 2004

Staff presentation: David Thornton, Principal Planner

7. **Rename Glenwood Avenue to Glenwood Drive** [File #MSC-2004-034] [Attach 8](#)

Rename Glenwood Avenue located in Orchard Mesa to Glenwood Drive.

Resolution No. 53-04 – A Resolution to Renaming Glenwood Avenue in Orchard Mesa to Glenwood Drive

®Action: Adopt Resolution No. 53-04

Staff presentation: Ronnie Edwards, Associate Planner

8. **Rename 27 ½ Road to 27 ½ Court** [File #MSC-2004-109] [Attach 9](#)

Rename a section of 27 ½ Road located south of G Road to 27 ½ Court.

Resolution No. 54-04 – A Resolution to Renaming the North/South Segment of 27 ½ Road to 27 ½ Court Located South of G Road

®Action: *Adopt Resolution No. 54-04*

Staff presentation: Ronnie Edwards, Associate Planner

9. **Vacate Water Line Utility Easement Located at 215 27 Road** [File #VE-2004-036] [Attach 10](#)

Request approval of a resolution to vacate an abandoned water line utility easement, described in a document recorded in Book 175 at Page 219 of the Mesa County records, located at 215 27 Road. A new 15' utility easement will be dedicated where the existing Kannah Creek line is located.

Resolution No. 55-04 – A Resolution Vacating a Utility Easement Located at 215 27 Road (SGH Easement Vacation)

®Action: *Adopt Resolution No. 55-04*

Staff presentation: Lisa E. Cox, Senior Planner

10. **Setting a Hearing for the Red Tail Ridge II Annexation Located South and West of Buena Vista Drive (Orchard Mesa)** [File #ANX-2004-094] [Attach 11](#)

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 19.7655 acre Red Tail Ridge II Annexation consists of 2 parcels. The Annexation is planned for development into a single family residential subdivision in the future.

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

Resolution No. 56-04 – 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, Red Tail Ridge II Annexation Located at South and West of Buena Vista Drive

®Action: *Adopt Resolution No. 56-04*

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Red Tail Ridge II Annexation Approximately 19.7655 Acres Located at South and West of Buena Vista Drive

Action: *Introduction of Proposed Ordinance and Set a Hearing for July 21, 2004*

Staff presentation: Senta L. Costello, Associate Planner

11. **Setting a Hearing on Zoning the Peregrine Estates Annexation Located at 2157 S. Broadway** [File #ANX-2004-060] [Attach 12](#)

Introduction of a proposed zoning ordinance to zone the Peregrine Estates Annexation to RSF-2, located at 2157 S. Broadway.

Proposed Ordinance Zoning the Peregrine Estates Annexation to RSF-2, Located at 2157 S. Broadway

Action: *Introduction of Proposed Ordinance and Set a Hearing for July 7, 2004*

Staff presentation: Senta L. Costello, Associate Planner

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

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

12. **Engineering and Construction Contracts** (a. b. c. and d. may be approved in one motion)

- a. **F ½ Road Area Corridor Study Contract Modification** [Attach 14](#)

City Council will consider a contract amendment with Baker Engineering to complete phase 2 and 3 of the F ½ Road Area Corridor Study in the amount of \$72,050.

Action: *Authorize the City Manager to Sign a Construction Contract Amendment for F ½ Road Area Corridor Study with Baker Engineering in the Amount of \$72,050*

Staff presentation: Tim Moore, Public Works Manager

- b. **2004 Asphalt Overlay Project** [Attach 15](#)

Award of a construction contract for the 2004 Asphalt Overlay Project to United Companies of Mesa County in the amount of \$1,004,727.00

Action: *Authorize the City Manager to Sign a Construction Contract for 2004 Asphalt Overlay Project with United Companies of Mesa County in the Amount of \$1,004,727.00*

Staff presentation: Mark Relph, Public Works and Utilities Director

c. Patterson Road – 12th Street Right Turn Lane

[Attach 16](#)

Award of a construction contract to Vista Paving Corp. in the amount of \$54,369.11 for construction of an east bound right turn lane at the south west corner of 12th Street and Patterson Road and reconstruction of two driveway approaches into the Village Fair Shopping Center.

Action: Authorize the City Manager to Sign a Construction Contract for Patterson Road – 12th Street Right Turn Lane Project with Vista Paving Corporation in the Amount of \$54,369.11

Staff presentation: Mark Relph, Public Works and Utilities Director

d. Orchard Mesa Pool Roof Project

[Attach 17](#)

Remove existing membrane roof system on pool and replace with a full replacement, 20 year warranty, membrane roofing system.

Action: Authorize the City Manager to Execute a Contract with Kruger Roofing, Inc. for the Removal and Replacement of the Orchard Mesa Community Center Roof in the Amount of \$98,900.00.

Staff presentation: Mari Steinbach, Recreation Superintendent

13. Citizens Corp Grant Acceptance

[Attach 5](#)

The Grand Junction Police Department has been awarded a \$25,000 grant from the Governors Commission on Community Service. This grant will be used to establish a Citizens Corp Council and to support neighborhood meetings as a part of the Neighborhood Beat System. Council approved the application for this grant in January of 2004.

Action: Authorize Acceptance of this Grant and Approval of the Inter Agency Agreement with the State of Colorado, Department of Public Safety

Staff presentation: Greg Morrison, Chief of Police

14. Public Hearing on the Bretsel Annexation Located at 3145 E ½ Road

[File #ANX-2004-065]

[Attach 18](#)

Resolution for acceptance of petition to annex and hold a public hearing and consider final passage of the annexation ordinance for the Bretsel Annexation located at 3145 E ½ Road. The 23.3 acre annexation currently consists of three (3) parcels of vacant land and adjoining portions of right-of-ways of E ½ Road, I-70B and 31 ¼ Road (Warrior Way). The existing three (3) parcels of land will

become two (2) parcels through a Simple Subdivision Plat process in the near future. The petitioner's intent is to annex and then develop the properties in anticipation of future commercial development. A portion of the proposed annexation lies within the Persigo 201 sewer district.

a. Accepting Petition

Resolution No. 58-04 - A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Bretsel Annexation Located at 3145 E ½ Road and Including a Portion of E ½ Road, a Portion of I-70B, and the 31 ¼ Road (Warrior Way) Right-of-Ways is Eligible for Annexation

®Action: *Adopt Resolution No. 58-04*

b. Annexation Ordinance

Ordinance No. 3642 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Bretsel Annexation, Approximately 23.382 Acres Located at 3145 E ½ Road and Including a Portion of E ½ Road, a Portion of I-70 B and 31 ¼ Road (Warrior Way) Right-of-Ways

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3642*

Staff presentation: Scott D. Peterson, Associate Planner

15. **Public Hearing - Zoning Bretsel Annexation to C-1 Located at 3145 E ½ Road**
[File #ANX-2004-065] [Attach 19](#)

The Bretsel Annexation consists of 23.3 acres of land that is located at 3145 E ½ Road and consists of three (3) parcels of vacant land and adjoining right-of-ways that will become two (2) parcels through a Simple Subdivision Plat process in the near future. The petitioner's intent is to annex and then develop the properties in anticipation of future commercial development. A portion of the proposed annexation lies within the Persigo 201 sewer district. The Planning Commission recommended approval at its May 11, 2004 meeting.

Ordinance No. 3643 – An Ordinance Zoning the Bretsel Annexation to Light Commercial (C-1) Located at 3145 E ½ Road

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3643*

Staff presentation: Scott D. Peterson, Associate Planner

16. **Public Hearing – SGH 27 Road Annexation Located at 215 27 Road**
[File #VE-2004-036] [Attach 20](#)

Hold a public hearing and consider final passage of a Resolution for Acceptance of Petition to Annex and Annexation Ordinance for the SGH 27 Road Annexation located at 215 27 Road.

a. Accepting Petition

Resolution No. 59-04 - A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the SGH 27 Road Annexation Area is Eligible for Annexation Located at 215 27 Road

®Action: *Adopt Resolution No. 59-04*

b. Annexation Ordinance

Ordinance No. 3644 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, SGH 27 Road Annexation, Approximately 160.003 Acres Located at 215 27 Road

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3644*

Staff presentation: Lisa E. Cox, Senior Planner

17. **Public Hearing - Zoning the SGH 27 Road Annexation to RSF-2 Located at 215 27 Road** [File #VE-2004-036] [Attach 21](#)

Hold a public hearing and consider final passage of the zoning ordinance to zone the SGH 27 Road Annexation Residential Single Family-2 (RSF-2), located at 215 27 Road.

Ordinance No. 3645 – An Ordinance Zoning the SGH 27 Road Annexation to Residential Single Family-2 (RSF-2), Located at 215 27 Road

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3645*

Staff presentation: Lisa E. Cox, Senior Planner

18. **Public Hearing – Sanitary Sewer Improvement District No. SS-45-03 (26 ½ Road)** [Attach 22](#)

Sanitary sewer facilities have been installed as petitioned by and for the special benefit of nine properties located in the vicinity of North 7th Street (26 ½ Road) and F ½ Rd. The proposed ordinance would levy assessments in the amount of \$7,416.05 upon each of the nine benefiting parcels.

Ordinance No. 3646 – An Ordinance Approving the Assessable Cost of the Improvements Made in and for Sanitary Sewer Improvement District No. SS-45-03, in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11th Day of June, 1910, as Amended; Approving the Apportionment of said Cost to each Lot or Tract of Land or Other Real Estate in said District; Assessing the Share of said Cost against each Lot or Tract of Land or Other Real Estate in said District; Approving the Apportionment of said Cost and Prescribing the Manner for the Collection and Payment of said Assessments

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3646*

Staff presentation: Mark Relph, Public Works and Utilities Director

19. **Public Hearing – Adoption of CDBG 2004 Action Plan** [Attach 23](#)

City Council will consider final adoption of the 2004 Program Year Action Plan. This annual plan is required by the Department of Housing and Urban Development (HUD) for the use of CDBG funds. The Action Plan includes the CDBG projects for the 2004 Program Year City Council approved for funding on May 19, 2004.

Resolution No. 60-04 – A Resolution Adopting the 2004 Program Year Action Plan as a Part of the City of Grand Junction's 2001 Five-year Consolidation Plan for the Grand Junction Community Development Block Grant (CDGB) Program

®Action: *Adopt Resolution No. 60-04*

Staff presentation: David Varley, Assistant City Manager

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

21. **OTHER BUSINESS**

22. **ADJOURNMENT**

Attach 1

Summary of the May 19, 2004 Special Workshop and the Minutes of the May 19, 2004 Regular Meeting

**GRAND JUNCTION
CITY COUNCIL SPECIAL WORKSHOP
SUMMARY**

June 2, 2004

The City Council of the City of Grand Junction, Colorado met on Wednesday, June 2, 2004 at 6:30 p.m. in the Community Development Conference Room, City Hall, to discuss workshop items. Those present were Councilmembers Harry Butler, Cindy Enos-Martinez, Dennis Kirtland, Bill McCurry, Gregg Palmer, Jim Spehar and President of the Council Bruce Hill. Also present was City Youth Council President Lisa Truong.

Summaries and action on the following topic:

1. **DISCUSS PROCESS/TIMETABLE FOR STRATEGIC PLAN 2 YEAR UPDATE:** Assistant City Manager David Varley reviewed the proposal and the schedule for the Strategic Plan update which is scheduled to be done every two years. He noted that Staff is assuming that the six solutions will remain the same. At the first meeting, proposed for June 29, 30 or July 1, those can be fine tuned and/or reaffirmed. Then in July through August, the consultants will gather opinions via another telephone survey and through neighborhood meetings. The telephone survey will include two variables. From August through September, the consultant will review findings and, along with the City Council, identify goals. From September until November, objectives will be developed. The draft plan will be prepared in November/December. In December, the City Council will review the draft plan, make final adjustments and adopt the new plan.

Action summary: The City Council advised that geography should be a variable included in the telephone survey. They agreed that the same consultants should be retained, Kezziah Watkins. Councilmember Spehar suggested an ice cream social model be used for the neighborhood meetings. Council President Hill suggested that more information be on display at those meetings. Councilmember Kirtland suggested that some issues that were identified as not being timely be revisited. Council President Hill felt more time would be needed at the initial meeting. The June 29th date was selected for the first meeting with the time being from 10:00 am until 2:00 pm.

The City Council then discussed Future Workshop Agendas. The meeting adjourned into “pre-meeting” at 7:05 p.m.

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

June 2, 2004

The City Council of the City of Grand Junction convened into regular session on the 2nd day of June 2004, at 7:32 p.m. in the City Auditorium. Those present were Councilmembers Harry Butler, Cindy Enos-Martinez, Dennis Kirtland, Gregg Palmer, Bill McCurry, Jim Spehar and President of the Council Bruce Hill. Also present were City Manager Kelly Arnold, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Hill called the meeting to order. Councilmember Kirtland led the pledge of allegiance. The audience remained standing for the invocation by Pastor Eldon Coffey, Central Orchard Mesa Community Church.

Council President Hill introduced the President of the City Youth Council Lisa Truong, seated on the dais with the City Council.

PRESENTATION OF CERTIFICATES OF APPOINTMENT

TO PARKS AND RECREATION ADVISORY BOARD

Tom Dixon was present to receive his certificate.

TO THE PLANNING COMMISSION

Travis Cox was present to receive his certificate.

TO THE DDA BOARD OF DIRECTORS

Harry Griff and Bill Wagner were present to receive their certificates.

PROCLAMATIONS

PROCLAIMING SUPPORT FOR MESA STATE COLLEGE SERVICE LEARNING
PROJECT IN EL SALVADOR

CITIZEN COMMENTS

There were none.

CONSENT CALENDAR

It was moved by Councilmember Palmer, seconded by Councilmember McCurry, and carried by roll call vote to approve Consent Calendar Items #1 through #7, amending the hearing date for item #3 to July 7th.

1. **Minutes of Previous Meetings**

Action: Approve the Summary of the May 17, 2004 Workshop and the Minutes of the May 19, 2004 Regular Meeting

2. **Setting a Hearing on Zoning Bretsel Annexation to C-1 Located at 3145 E ½ Road** [File #ANX-2004-065]

Introduction of a proposed ordinance to zone the Bretsel Annexation, C-1, Light Commercial, located at 3145 E ½ Road. The Annexation consists of 23.3 acres and currently consists of three (3) parcels of vacant land and adjoining right-of-ways that will become two (2) parcels through a Simple Subdivision Plat process in the near future. The petitioner's intent is to annex and then develop the properties in anticipation of future commercial development. A portion of the proposed annexation lies within the Persigo 201 sewer district.

Proposed Ordinance – An Ordinance Zoning the Bretsel Annexation to Light Commercial (C-1) Located at 3145 E ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for June 16, 2004

3. **Setting a Hearing to Appeal a Planning Commission Decision – 2938 North Avenue – Palace Pointe Market Place** [File #VAR-2004-056]

The applicant, North Avenue Center, LLC, wishes to set a hearing date to appeal the Planning Commission's decision regarding denial of their variance request of the Zoning & Development Code's requirement to provide a six foot (6') masonry wall between a C-1, Light Commercial and a RMF-8, Residential Multi-Family – 8 units/acre (County) Zoning District. Per Section 2.18 E. 4. g. of the Zoning & Development Code, the appeal shall be scheduled within forty-five (45) calendar days of receipt of the appeal.

Action: Set a Public Hearing for June 16, 2004; amended to July 7, 2004

4. **Setting a Hearing on Zoning the SGH 27 Road Annexation to RSF-2 Located at 215 27 Road** [File #VE-2004-036]

First reading of the ordinance to zone the SGH 27 Road Annexation Residential Single Family-2 (RSF-2), located at 215 27 Road.

Proposed Ordinance – An Ordinance Zoning the SGH 27 Road Annexation to Residential Single Family-2 (RSF-2), Located at 215 27 Road

Action: *Introduction of Proposed Ordinance and Set a Hearing for June 16, 2004*

5. **Setting a Hearing on Sanitary Sewer Improvement District No. SS-45-03 (26 ½ Road)**

First Reading of a Proposed Ordinance for the assessment of apportionment of costs associated with Sanitary Sewer Improvement District No. SS-45-03.

Proposed Ordinance – An Ordinance approving the assessable cost of the improvements made in and for Sanitary Sewer Improvement District No. SS-45-03, in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, adopted and approved the 11th Day of June, 1910, as amended; approving the apportionment of said cost to each lot or tract of land or other real estate in said district; assessing the share of said cost against each lot or tract of land or other real estate in said district; approving the apportionment of said cost and prescribing the manner for the collection and payment of said assessments

Action: *Introduction of Proposed Ordinance and Set a Hearing for June 16, 2004*

6. **Amendment #3 to ICON Engineering for Completion of the Conditional Letter of Map Revision (CLOMR)**

Engineering contract amendment # 3 with ICON Engineering, Inc. in the amount of \$94,006 for the preparation and submittal of a Conditional Letter of Map Revision (CLOMR) to the Federal Emergency Management Agency (FEMA) for the Ranchman's Ditch and Leech Creek drainage areas. The preparation and submittal of the CLOMR is the formal step to gain FEMA approval for the City's plan (i.e. the "Big Pipe", Leach Creek and Ranchman's detention pond projects) to mitigate flooding problems along these two drainages.

Action: *Authorization from Council for an Engineering Contract Amendment #3 with ICON Engineering Inc., in the Amount of \$96,006 for the Completion of CLOMR for Ranchman's Ditch and Leach Creek Drainages*

7. **Pavement Management Data Collection**

Contract for Pavement Data Collection and Analysis professional services.

Action: *Authorize the Public Works Director to contract for Pavement Data Collection and Analysis by amendment to the City's contract agreement with GBA Master Series, Inc. not to exceed \$52,555*

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

24 ½ Road Pedestrian and Median Improvements

Award of a construction contract for the 24 ½ Road Median and Pedestrian Improvements Project to Reyes Construction, Incorporated in the amount of \$62,587.10. The largest portion of the project will include construction of decorative concrete median cover in the existing medians on 24 ½ Road from I-70B to Patterson. In addition, some curb and gutter will be reconstructed to improve the safety and performance of the roadway. A section of new sidewalk will also be constructed on the east side of 24 ½ Road.

Mark Relph, Public Works and Utilities Director, reviewed this item. He explained the reason for the project, noted that two bids were received, only \$400 apart, and the recommendation is to award the bid to Reyes Construction. There are two improvements adjacent to the Mesa Mall, increased stacking distance at 24 ½ Road and I-70 B to Patterson and by the Carmike Theatre, making the exit a right- turn only. Aside from this project, discussions are taking place to construct a new access point into the mall near Target.

Councilmember Palmer voiced concern about timing of the 24 ½ Road improvements. Mr. Relph assured Council that timing would be a consideration.

Councilmember Palmer asked about the proposed change order for the Carmike improvement. Mr. Relph replied that the agreement had not been finalized but they are planning to add it to the contract awarded.

Councilmember Kirtland moved to Authorize the City Manager to Sign a Construction Contract for the 24 ½ Road Pedestrian and Median Improvements with Reyes Construction Inc., in the Amount of \$62,587.10. Councilmember McCurry seconded the motion. Motion carried.

Drainage (Stormwater) Authority Intergovernmental Agreement

Drainage (Stormwater) Authority Intergovernmental Agreement drafted by the Authority Charter Committee made up of representatives of the City of Grand Junction, Mesa County, Town of Palisade, City of Fruita, and the Grand Junction Drainage District.

Kelly Arnold, City Manager, introduced this item. He outlined the history and the request. The Intergovernmental Agreement is basically the same agreement that was presented to Council at an April 1st workshop. He noted that the request also asked for an appointment to the new Authority and Councilmember Dennis Kirtland, who has been serving on the steering committee, has agreed to serve o the Authority as the Council's representative.

Mike Meininger, Mesa County Engineering Supervisor, explained some of the drainage problems in the valley. He also had slides of some of the flooding occurrences that

have happened in recent years. One element the newly formed Authority will be addressing is water quality.

The other element of this proposal is water quality, the NPDES issue. In essence, the issues for water quality are public education, public participation, illicit discharge detection and elimination, plan review, post construction inspection and municipal operations that are required in order to acquire a permit.

These two major activities are areas where the citizens do not know who to call because of the multiple jurisdictions. The Steering Committee has had many meetings over the last eight months and recommends the formation of the Drainage Authority. The Authority will coordinate all the activities and permits and provide a sustainable revenue for administration of this issue.

He listed the dates the other entities will be considering the proposal.

Councilmember Spehar asked if all entities approve, when will the Authority begin its work. Mr. Meininger said the first step would be a rate study and they have targeted getting started in 2005. City Manager Arnold stated that the Authority plans to meet in July to begin drafting by-laws. A calendar of activities has already been drafted.

Councilmember Kirtland said in looking at the size of this issue, it is obvious that they have to figure out a way to tackle it cooperatively. That is the purpose of the rate study. It will take the cooperation of all of the entities. He applauded the work of the County Commissioners to get this project going.

Councilmember Palmer asked about the budget beyond 2005. Councilmember Kirtland said that is the purpose of the rate study, to determine the fees necessary to fund the operations of the Authority.

Councilmember Kirtland moved to Adopt the Drainage (Stormwater) Authority Intergovernmental Agreement (IGA), Approve the Budget and Appoint Dennis Kirtland as the City's Representative to the Authority Board. Councilmember Palmer seconded the motion. Motion carried.

Economic Development Incentive Request

The City Council approval is hereby requested for an Economic Development Incentive in the amount of \$75,000 in support of 25 jobs over the next three years.

Kelly Arnold, City Manager, introduced this item. He noted that Council was first approached on the request in March, 2004. The balance in the Economic Development fund is \$765,000. Administrative Services and Finance Director Ron Lappi has met with the attorney and reviewed the contract.

Ann Driggers, GJEP Executive Director, and Denny Granum, GJEP Board Member, addressed the City Council. GJEP has been working with this company since August, 2003. They have been negotiating with the company since then. They are requesting final approval of the incentive. They expect the company to hire 18 to 25 people, at an average wage of \$14.80. The company provides services in the aviation industry. They lease aircraft for various purposes. They have 20 aircraft. All services are exported out of the State. They anticipate over \$27 million will be returned to the community. The pay back will be within 1.5 years. The company will hopefully relocate at Walker Field Airport. The capital investment will be about \$1.6 million. The request is for \$75,000 for an incentive. Like incentives have been approved by Mesa County and the State of Colorado.

Councilmember Palmer asked if that incentive is within the guidelines considering the capital investment proposed. Ms. Driggers responded affirmatively.

Councilmember Spehar said normally incentives are paid after performance. Ms. Driggers said each agreement is different but that is the case for this incentive.

Councilmember Kirtland said the opportunity does show what a great resource Walker Field Airport is. Mr. Granum concurred, it has added to the increase in prospects in recent years.

Councilmember Spehar asked when there will be a final decision. Ms. Driggers said within the next month.

It was moved by Councilmember Spehar for Consideration and Approval of the Request from Grand Junction Economic Partnership. Councilmember Palmer seconded the motion. Motion carried.

Public Hearing – Cameck Annexation and Zoning Located at 3048 D ½ Road [File #ANX-2004-049]

A Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Cameck Annexation, located at 3048 D ½ Rd. The 2.5005 acre annexation consists of 1 parcel of land and is a 2 part serial annexation.

The public hearing was opened at 8:29 p.m..

Senta L. Costello, Associate Planner, reviewed this item, combining it with the zoning review. She described the request, the surrounding zoning and uses. She noted the request does comply with the Growth Plan and is similar to the surrounding zoning. The annexation is a serial annexation and both the annexation and zoning meets all the criteria.

Councilmember Palmer asked about all the driveways along D ½ Road and if there are guidelines on the proximity of the accesses. Ms. Costello said there are requirements and there are exceptions processed with in the TEDS manual.

Toby Morris, Woody Creek, property owner, had requested annexation and rezone and plans to submit a preliminary plan down the road. He had nothing more to add except the County and City staff has been incredible in this process.

There were no public comments.

The public hearing was closed at 8:35 p.m.

a. Accepting Petition

Resolution No. 51-04 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Cameck Annexation, Located at 3048 D ½ Road is Eligible for Annexation

b. Annexation Ordinances

Ordinance No. 3635 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Cameck Annexation #1, Approximately 0.6036 Acres, Located at 3048 D ½ Road

Ordinance No. 3636 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Cameck Annexation #2, Approximately 1.8969 Acres, Located at 3048 D ½ Road

c. Zoning Ordinance

Ordinance No. 3637 – An Ordinance Zoning the Cameck Annexation to RMF-5 (Residential Multi-Family 5 du/ac) Located at 3048 D ½ Road

Councilmember Kirtland moved to adopt Resolution No. 51-04, Ordinances No. 3635, No. 3636 and No. 3637 on Second Reading and ordered them published. Councilmember Enos-Martinez seconded the motion. Motion carried by a roll call vote.

Public Hearing – Holley Annexation and Zoning Located at 2936 D ½ Road [File #ANX-2004-059]

A Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Holley Annexation, located at 2936 D ½ Road. The 0.8402 acre Holley Annexation consists of 1 parcel and is a 2 part serial annexation.

The public hearing was opened at 8:36 p.m.

Senta L. Costello, Associate Planner, reviewed this item combining it with the zoning review. She described the property, location, the surrounding zoning and uses. She stated the purpose of the request is to take advantage of the setback requirement in that proposed zone district. No additional development is proposed. The request meets the criteria for both annexation and zoning and Staff and Planning Commission recommend approval.

Tom Holley, 2936 D ½ Road, thanked Ms. Costello and Dave Thornton, Principal Planner for their help in the process. He said the process has been easy. The surrounding property is for sale. When it sells, it will be annexed and will enjoy better setbacks. So he has no plan to develop, he just wants to have the more favorable setback.

There were no public comments.

The public hearing was closed at 8:40 p.m.

a. Accepting Petition

Resolution No. 52-04 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Holley Annexation, Located at 2936 D ½ Road is Eligible for Annexation

b. Annexation Ordinances

Ordinance No. 3638 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Holley Annexation #1, Approximately 0.1663 Acres, Located at 2936 D ½ Road

Ordinance No. 3639 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Holley Annexation #2, Approximately 0.6739 Acres, Located at 2936 D ½ Road

c. Zoning Ordinance

Ordinance No. 3640 – An Ordinance Zoning the Holley Annexation to RSF-4 (Residential Single Family 4 du/ac) Located at 2936 D ½ Road

Councilmember Enos-Martinez moved to adopt Resolution No. 52-04 and Ordinances No. 3638 and No. 3639 and No. 3640 on Second Reading and ordered them published. Councilmember McCurry seconded the motion. Motion carried by roll call vote.

Public Hearing – Modifying the Transportation Capacity Payment (TCP)

Public Hearing for City Council consideration of an Ordinance that proposes modifications to the Transportation Capacity Payment (TCP) and half street policies. The Ordinance would increase the TCP from \$500 per single family unit to \$1500 per single family unit. The fee schedule for commercial-industrial development would also increase by a similar proportion. The Ordinance also places the responsibility of constructing half street, safety and off-site improvements associated with new developments with the City.

The public hearing was opened at 8:41 p.m.

Councilmember Kirtland disclosed that the company he works for, Shaw Construction, has an application in process and so there may be a conflict in the implementation discussion. Therefore, he will not participate in that portion of the discussion.

Mark Relph, Public Works and Utilities Director, reviewed the history of this proposal and recognized the folks that have contributed to the development of the proposal. He believes they have consensus on the concept and the approach. The one point of contention is the implementation piece.

He reviewed what they are trying to accomplish with this new approach. He described the existing process and the conflicts it creates. An adversarial relationship was many times created between the City and the developer. Many times a developer would be required to construct improvements that would ultimately benefit the community at large or at least a great many others. The new approach takes the responsibility of major improvements away from the developer and places it with the City. The fee is being tripled but then the responsibility lies with the City to construct the improvements.

Tim Moore, Public Works Manager, then detailed the changes since the last time it was reviewed with Council. The major change has been in the policy piece. The appeal process is a new element. The recommendation is to use a similar process as in the TEDS Manual. The appellant body will be the Public Works Director, the Community Development Director and the Fire Chief. Another issue that was discussed in detail was examples of how to handle unusual situations. Lastly, they refined the definition of "Minimum Street Access Improvements". He then referred to a memo from the City Attorney to clarify the definition as requested by Richard Livingston, an attorney representing a group of concerned developers.

Councilmember Kirtland asked about 6.2B2c and what is the intent as it relates to a commercial development. His concern was that many times it takes time to complete the access points. There needs to be flexibility in the sequencing. Mr. Moore said the City's role is going to be very different in the new proposal. City Attorney Shaver said there is always the ability to draft a Development Improvements Agreement in the interim to allow for such sequencing.

Councilmember Spehar suggested to avoid Councilmember Kirtland's conflict, Council should decide on the ordinance portion first.

Mr. Relph delineated the policy piece and implementation piece and how the implementation piece may need to be adjusted somewhat more frequently by the committee, to ensure it is meeting the policy goals. City Attorney Shaver noted that the ordinance requires an annual review. Councilmember Kirtland noted that the fees could also be reviewed at that same time.

Council President Hill asked for public comments.

Larry Rasmussen, representing the Homebuilders Association, was grateful for the opportunity to participate in the development of this proposal. For the most part, his group is very supportive of the concept. The implementation piece may need some adjustment.

Don Pettygrove, Consulting Engineers, said the proposal is a big step but it will benefit the community as a whole. The hard part is the details. The policy needs to be a part of the ordinance. He asked if there will be further discussion and motion on the implementation piece. City Attorney Shaver said that it can be done or it can be separated in a couple of different ways. The proposal is to adopt the policy annually by resolution of the City Council. Mr. Pettygrove said the policy is an integral part of the ordinance and he could not support the ordinance without the policy. Councilmember Kirtland offered to step down on both pieces if that is an issue. City Attorney Shaver said the implementation piece could be done separately.

Mr. Pettygrove addressed the appeal process, in lieu of the TEDS Committee, said that the Community Development Director and the Fire Chief have not been a part of these discussions. It was suggested that the task force members sit in on such appeals on an ad hoc basis or perhaps the working group could handle the appeals. The indexing issue proposed is GCPI which isn't always reflective of construction costs. He suggested using a construction cost index, or leave it out and determine it at the time of readoption. He asked about how the implementation will work for the partials in process; if the City will give them the option of which way to go and anything after July 4th will have to comply with the new. Earlier ones are the ones in question. He felt any lots sales from now on should be under the new proposal. Conversely, anything already platted was already figured under the old policy. There is a possibility of giving them the option if they so choose.

Diane Schwenke, Chamber of Commerce, advised the Chamber board has taken an official position and applauds the City for taking this approach. This has been an issue in the past. Predictability is the strong point. Ms. Schwenke agrees with the regular review of the new method.

Ebe Eslami, commended staff on its work and supported the proposal. This will take care of the patchwork way improvements are being done. It will save a lot of money for the City. He felt that the older developments should not be subject to the new proposal. He agreed that the City staff is a pleasure to work with.

Rebecca Wilmarth, part of the focus group was appreciative of staff including the development community. Regarding implementation she felt in process applications should have options. Those already built will have to go with the new fee and she disagrees with that. She recommended a six month implementation period as her company already has contracts signed. In order to comply with the new ordinance, they will have to pay the fee out of their own pocket.

City Manager Arnold suggested they allow Mr. Relph to present the implementation options before taking any further testimony.

Public Works and Utilities Director Mark Relph laid out the options for implementation – Option 1 – as of the effective date, all lots will pay the fee. He does not recommend this option as some have already paid for improvements. Option 3 – all lots currently platted pay the old fee. The problem with that option is fairness. Mr. Relph noted that when the building permit is pulled that is when the impact occurs. Option 2 is a middle of the road approach – acknowledge where previous subdivisions have constructed improvements and give them credit. It was suggested they go back five years and reapply that value and then charge those lots the difference. Then there are a series of projects in process and they have been analyzed. He deferred to Tim Moore for further explanation.

Public Works Manager Tim Moore clarified these are projects that are in the process, 27 projects, that have not built the improvements. Under Option 2, they would have the opportunity to go with the old fee or the new fee. Some of the developers have been anticipating the change. He said there are about \$2 million in improvements that would be built; under the new TCP, about \$2.3 million would be collected. Fourteen of the projects would probably go with the old policy. Eleven would probably go with the new policy. The net value of the improvements that would be constructed, if choice is allowed, is \$750,000.

Councilmember Palmer said it might create a lack of funds. Mr. Moore said that is possible, but unlikely.

Council President Hill said if the Council were going to keep the same policy but simply increase the fee, how would that be applied to projects in the pipeline. City Attorney Shaver said the difficulty is the rough proportionality, associating the fee to their development. Under law, the City could require a higher requirement in addition to the fee. The City has chosen not to push that envelope, he felt if a challenge were to occur the City would prevail. That is the reason for Staff proposing Option #2, to recognize the investment already made.

Don Pettygrove is involved in two projects. He has been advised to hold off pending the outcome of this, if the improvements are made and they are held to the old policy there will be patchwork improvements. By allowing them to move to the new policy, there would be money saved and it would also provide money to build improvements

where they are really needed. Another example was given where the improvements being required would not match future City plans.

Councilmember Spehar suggested any economic impact of moving to the new system should be the City's impact.

City Attorney Shaver suggested the planning clearances be given a longer time frame so clearances could be pulled prior to the effective date.

Larry Rasmussen, Homebuilder Association, said his groups supports Option #3.

The public hearing was closed at 9:49 p.m. and Council President Hill called a recess.

The meeting reconvened at 9:58 p.m.

Councilmember Palmer asked if moving the effective date out will help the situation with implementation. Mr. Relph said no, the City Attorney's suggestion might help. Councilmember Spehar said that is an easier option.

Council President Hill summarized that the proposal is shifting the burden. If they have already constructed the improvements, they have already done their part. Will that be readjusted on every lot? Councilmember Enos-Martinez thought it would be administrative nightmare. She was okay with giving the developers an option but to go back to the unbuilt lots, would be a nightmare. Councilmember McCurry agreed.

Council President Hill asked if the grandfathering in Option #3 would be forever. Mr. Relph said it would be for any existing platted lot. Councilmember Spehar thought Option #3 was the nightmare; give those with platted lots an opportunity to pull a building permit and twelve months to build.

Councilmember Palmer said in Option #2, the opportunity for a credit in already constructed improvements, is as fair as it can get.

Council President Hill summarized Option #2, modifying it to allow a 12 month construction period on the planning clearance or take the credit of what was already improved. The plan itself, thanks to Staff and the committee, he supports predictability. The challenge is on the City, communicating with the development community, but staff is up to that challenge.

City Attorney Shaver suggested a correction to his memo to include the word "maintenance". Regarding the lengthening of the building permit, authorize the Mayor to approve the language for building permits issued prior to the effective date.

Ordinance No. 3641 – An Ordinance Amending Ordinance No. 2750 as Codified as Section 6.2 of the Grand Junction Zoning and Development Code Concerning

Transportation Capacity Payments Including Calculations thereof, Credits and Approved Methodologies

Councilmember Spehar moved to adopt Ordinance No. 3641 on Second Reading and ordered it published subject to the revisions as outlined in the City Attorney's memo and as far as implementation, approve Staff Option #2, adding the ability for any Planning Clearance issued prior to the effective date of the ordinance to be extended to twelve months, also with the correction by the City Attorney to the memo. Councilmember Palmer seconded the motion. Motion carried by roll call vote with Councilmember Kirtland abstaining.

NON-SCHEDULED CITIZENS & VISITORS

None.

OTHER BUSINESS

2003 Sales Tax Studies

Presentation to the City Council of two reports prepared by Jean Townsend, President of Coley/Forrest, Inc. on the City's 2 ¾% Sales Tax. We hired Ms. Townsend to prepare an update to her previous reports from 1991 and 1997 to calculate with a great degree of confidence where our Sales Tax comes from on an annual basis. Also, an additional report on estimated and projected impacts on our sales tax revenue streams from the major big box retailers adding new stores in the Western Slope Region that may compete with our local stores.

Ron Lappi, Administrative Services and Finance Director, reviewed this item. He referred to the two reports provided to Council in their packets. The first report is a source report; specifically how much is paid by City households, and how much is paid by outside City households, how much is paid by visitors/shoppers and how much is paid by businesses. The importance of the current study is that it shows the portion paid by City households and others in Mesa County has gone down, thereby proving the City has solidified its position as a regional shopping area, much like a resort community. Councilmember Spehar took exception that in resort areas, it is tourists and is thus discretionary income. Mr. Lappi agreed. He noted the benefit to the citizens of Grand Junction of the current tax structure.

Lisa Truong, City Youth Council, complimented Mr. Lappi on the report and its content.

Mr. Lappi then referred to the second report that addressed analysis of big box performance. The increase in the number of large retailers has not affected the performance of the existing big box stores. It will be necessary to continue to keep an eye on those large retailers being built in the smaller areas. Fortunately Grand Junction has the number of restaurants and other facilities that continue to attract shoppers.

City Manager Kelly Arnold advised that the sales tax collection last month was 17% over this time last year. Councilmember Palmer noted that 2003 was at a low.

ADJOURNMENT

The meeting adjourned at 10:35 p.m.

Attach 2**Airport Improvement Grants****CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject:		Federal Aviation Administration Airport Improvement Program Grants 3-08-0027-29 (AIP-29) at Walker Field Airport. Supplemental Co-sponsorship Agreement.					
Meeting Date:		June 16, 2004					
Date Prepared:		June 2, 2004				File #	
Author:		Eddie F. Storer		Projects & Airfield Facilities Manager, Walker Field Airport Authority			
Presenter Name:		Eddie F. Storer		Projects & Airfield Facilities Manager, Walker Field Airport Authority			
Report results back to Council:		<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name	
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	X	Formal Agenda	<input checked="" type="checkbox"/>	X	Consent
							Individual Consideration

Summary:

AIP-29 is for (1) Transition design of Landing View Lane relocation, construction of Landing View Lane and construction of a 30" water line. (2) Taxiway C-1A Rehabilitation; and (3) Design New Runway 4/22 General Aviation Development Area. The design phase will address specific drainage, elevation, and line-of-sight issues so that new construction is developed such that impacts to airport operations are mitigated and as feasible as possible. Estimated grant amount is \$3,308,452. The Supplemental Co-sponsorship Agreement is required by the FAA as part of the Grant acceptance by the City.

Budget:

No funds are being requested of the City of Grand Junction.

Action Requested/Recommendation:

Authorize the Mayor to sign FAA AIP Grant 29 for capital improvements at Walker Field. Also, authorize the City Manager to sign the Supplemental Co-Sponsorship

Agreement for AIP-29 after they have been reviewed and approved by the City Attorney.

Attachments:

1. Grant Agreement for AIP-29
2. Supplemental Co-sponsorship Agreement

Background Information:

The benefits of the Air Cargo Apron project can be summarized by stating that as the City of Grand Junction and Mesa County continue to grow so does the demand for aviation. It is to the benefit of the airport, and by extension the community, to provide adequate facilities to meet the existing and forecast demand and allow the airport's users to continue to thrive. Benefits will return to the airport in the form of increased revenues from landing fees, lease payments, fuel flowage fees, and the general health of the City, County and Regional economies.

These projects are covered in greater detail in the Airport Layout Plan/Development Plan Update (January 2002) which was reviewed and approved by the City.

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this ____ day of _____, 2004, by and between the Walker Field, Colorado, Public Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

RECITALS

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

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

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-29 ("Projects").

D. The FAA is willing to provide approximately \$3,308,452 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:

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

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

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances, the Project contemplated by the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.

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

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

WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY

By _____
Miles C. McCormack, Chairperson


CITY OF GRAND JUNCTION

By _____
Kelly Arnold, City Manager

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer



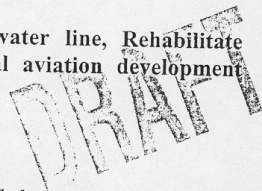
Date of Offer: July 15, 2004
Airport: Walker Field
Project Number: 3-08-0027-29
Contract Number: DOT-FA04NM-1xyz
DUNS Number: 156135394

To: City of Grand Junction, the County of Mesa and the Walker Field, Colorado, Public Airport Authority (herein called the "Sponsor")
From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated May xx, 2004, for a grant of Federal funds for a project at or associated with Walker Field, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Relocate access road (Landing View Lane) and water line, Rehabilitate Taxiway "C1A" and conduct Runway 4/22 general aviation development study,



all as more particularly described in the Project Application.

Whereas this project will not be completed during Fiscal Year 2004 and the total U.S. share of the estimated cost of completion will be \$3,525,665.

Now therefore, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95.00 per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. The maximum obligation of the United States payable under this offer shall be \$2,100,665. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$xxx,aaa for planning
\$r,yyy,ttt for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 1, 2004, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgement, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or

other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. The Sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars for AIP Projects," dated July 1, 1999, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
11. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent for land projects.
12. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
13. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
14. The maximum obligation for the current fiscal year stated in Condition 1 of this agreement may be increased by the additional amounts, if any, added by the document issued under the subparagraph below, but may not exceed the United States' share of the total estimated cost of completion, except as provided in Title 49, U.S.C., Section 47108(b).

Under Title 49, U.S.C., Section 47108(b), and at the Sponsor's request, the FAA commits the United States to obligate an additional amount to this project for payment of its share of the cost, in accordance with the terms

hereof. This additional amount will include all or part of the funds apportioned to the Sponsor for FY 2005 under Title 49 subject to the restriction on the use of such apportionments now or hereafter imposed on the FAA by Appropriation Acts now or hereafter enacted, or by any other statute or regulation. It is further understood by the parties that this commitment does not itself obligate, preclude, or restrict the FAA in the use of any funds made available for discretionary use under Title 49, U.S.C., Subtitle VII, Part B, to further aid the sponsor in meeting the cost of this project under the terms of this agreement and limitations of the law.

The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the Sponsor stating the current maximum obligation for this project. This letter will be issued to the sponsor by the FAA when such computation and obligation can be made in FY 2005. The parties agree that upon issuance, this letter shall be considered incorporated by reference into, and part of, this agreement.

15. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Walker Field, Colorado, Public Airport Authority, the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
16. It is understood and agreed by and between the parties hereto that the United States shall not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs. FAA participation will be limited to those utilities located on private right-of-way or utilities that exclusively serve the Airport.
17. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
 - (1) location of all runways, taxiways, and aprons;
 - (2) dimensions;
 - (3) type of pavement, and;
 - (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

- b. **Inspection Schedule.**

- (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
- (2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.
- c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:
- (1) inspection date,
 - (2) location,
 - (3) distress types, and
 - (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

- d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
- e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.
18. The Sponsor agrees to perform the following:
- a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
- (1) The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).

- (4) Qualifications of engineering supervision and construction inspection personnel.
- (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
- (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material.
- c. Failure to provide a complete report as described in paragraph (a), or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

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

United States of America
Federal Aviation Administration

Manager, Denver Airports District Office

Part II - Acceptance

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

Executed this _____ day of _____, 20_____.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

By: _____

Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

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

Dated at _____ this _____ day of _____, 20_____.

Signature of Sponsor's Attorney

Part II - Acceptance

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

Executed this _____ day of _____, 20____

COUNTY OF MESA, COLORADO

(SEAL)

By: _____

Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

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

Dated at _____ this _____ day of _____, 20____.

Signature of Sponsor's Attorney

Part II - Acceptance

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

Executed this _____ day of _____, 20_____.

WALKER FIELD, COLORADO, PUBLIC AIRPORT
AUTHORITY

(SEAL)

By: _____
Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

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

Dated at _____ this _____ day of _____, 20_____.

Signature of Sponsor's Attorney

Attach 3

Setting a Hearing Amending Chapter 32 Code of Ordinances

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Sidewalk Dining							
Meeting Date		June 16, 2004							
Date Prepared		June10, 2004					File #		
Author		Harold Stalf			Executive Director DDA				
Presenter Name		Harold Stalf			Executive Director DDA				
Report results back to Council			No		Yes	When			
Citizen Presentation			Yes	x	No	Name			
	Workshop	X	Formal Agenda				Consent	X	Individual Consideration

Summary: A number of downtown restaurants are seeking the opportunity to serve alcohol outdoors along Main St. In order to allow this, an outdoor dining lease for use of this public right-of-way is required. This amendment provides for this outdoor dining lease for use of the public right-of-way for use for food and alcohol service and is similar to the terms and conditions of several other communities in Colorado that offer such service.

Budget: No expenditures are required.

Action Requested/Recommendation: Adoption of Ordinance on first reading and approve form of lease

Attachments: Ordinance, Outdoor Dining Lease Agreement

Background Information: Council approved the expansion of sidewalk dining in March of this year. However, at that time it was made clear that permission to serve alcohol on the sidewalk would be a separate issue for consideration. Upon the request of several downtown restaurants to provide this service, research into this matter was conducted to determine the manner in which this service is permitted by other communities and approved by Colorado Liquor authorities.

Council approval of this leasing process is requested. The lease includes standards for appropriate fencing, access and control of the premise and is in keeping with the standards that have been in place in other communities in the state over the past several decades.

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART OF CHAPTER 32 OF THE CITY OF GRAND JUNCTION CODE OF ORDINANCES RELATING TO PERMITS FOR ACTIVITIES IN THE DOWNTOWN

Recitals.

In March of 2004 the City Council approved Ordinance No. 3609 which among other things expanded the scope of commercial activities in downtown. That ordinance allowed for sidewalk dining pursuant to a Sidewalk Restaurant permit issued by the DDA. Since that time restaurateurs licensed by the City and the State to serve alcohol have requested that they be allowed to extend their service of alcohol to their customers dining on the sidewalk. This ordinance serves to amend the definition of *Sidewalk Restaurant* to allow alcohol service and to establish a process for delegating to the DDA the City Council's powers and related duties, liabilities and obligations, pursuant to § 127 of the City Charter.

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

- 1. Chapter 32, Sections 62, 63 and 64 are amended as shown. Deletions are shown in strikethrough ADDITIONS ARE SHOWN IN ALL CAPS.**

Sidewalk restaurant means the extension of the food and non-alcohol beverage service of a restaurant in the Downtown Park.

2. Chapter 32, Section 63, Permit Fees.

(a) *Fees for permits.* The DDA may charge ~~per annum~~ for the permits, LEASES and APPROVALS documents authorized by this ordinance as follows. The City Council may amend such fees and charges by resolution.

PASSED for first reading this 16th day of June 2004.

PASSED AND ADOPTED this _____ day of _____, 2004 on Second Reading.

President of the Council

Attest:

City Clerk

OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of _____, 2004 by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, hereinafter City and _____ an individual, partnership, corporation, as Lessee, hereinafter Lessee.

RECITALS.

The City by ordinance number _____ established a Sidewalk Restaurant commercial activity permit for restaurants in the Downtown Shopping Park (DSP) on Main Street.

In accordance with that authority the City Council and the Downtown Development Authority (DDA) desire to make certain areas of the sidewalk in DSP available by lease to abutting land owners and/or lessees that want to make use of a portion of the sidewalk in the DSP for restaurant and/or alcohol service.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, it is agreed as follows:

1. The City does hereby lease to Lessee approximately _____ square feet of the sidewalk in the DSP located in front of _____ Main Street hereinafter the Leased Area. Specifically the Leased Area is that portion of the sidewalk abutting the Lessee's business and extending a maximum of _____ feet from the edge of the building and/or lot; provided, however, that overhang(s) and/or other encroachment(s) are not to be considered to be part of such building and/or lot.
2. The term of this lease shall be for a period of one year beginning on _____, 2004 and terminating on _____, 2005. Rent shall be calculated at \$ _____ per square foot. As rent for the Leased Area, Lessee agrees to pay the City the total sum of \$ _____ which sum shall be payable in advance on or before _____, 2004, at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501.

If the rent payment is not paid in full when due, a Lease shall not issue.

3. Lessee agrees to use the Leased Area for the sole purpose of selling and dispensing food and/or beverages to the public. The Leased Area shall be open to the public, weather permitting, during the Lessee's normal business hours but in no event shall food and/or beverage service be extended beyond 10:00 p.m. Food shall be available to be served in the

Leased Area during all hours that it is open to the public and in accordance with the Lessee's liquor license.

4. Lessee further agrees to use the Leased Area for no purpose prohibited by the laws of the United States, the State of Colorado or ordinances of the City of Grand Junction. Further, lessee agrees to comply with all reasonable recommendations by DDA relating to the use of the Leased Area. Prior to alcohol service the Lessee shall modify its liquor licensed premises as required by the laws of the State and City. **Modification of the licensed premises, in accordance with Colorado law, is a precondition to the authority this lease.**
5. Lessee shall remove any improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Leased Area promptly upon expiration of this Lease. Failure to remove the same within ten (10) days of expiration shall result in ownership thereof transferring to the DDA.
6. Lessee agrees to keep the Leased Area in good repair and free from all litter, dirt and debris and in a clean and sanitary condition; to neither permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Leased Area or by any injury of accident occurring thereon. Further, Lessee does, by execution of this Lease, indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Leased Area. Lessee agrees to furnish certificates(s) of insurance as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Leased Area. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.
7. All construction, improvements, furniture, fixtures and/or equipment on the Leased Area shall comply with the following:
 - a. Not be wider than the street frontage of the business nor extend further than a maximum of _____ feet from the edge of the

Lessee's building ensuring that such extension does not impede pedestrian traffic.

- b. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Leased Area; this shall be construed to include perimeter enclosures, planters, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee.
- c. The Leased Area may not be an island; i.e., the perimeter enclosure around the Leased Area shall abut the Lessee's building and business.
- d. The perimeter enclosure shall be angled at forty-five (45) degrees with a minimum of four (4) feet in length on the diagonal(s) with the exception that if the Lessee obtains written consent from the adjacent business, a ninety (90) degree angle will be permitted on the side(s) for which the Lessee has obtained such written consent.
- e. The perimeter of the Leased Area shall be enclosed by a black wrought-iron fence (perimeter enclosure) as approved by DDA, no less than thirty (30) inches in height. Openings in the fence shall not be less than 44 inches wide. If there is a gate which is not self-closing and bi-directional it must swing inward to prevent obstruction of the sidewalk.
- f. No cooking shall be located on the Leased Area.
- g. Lessee may place furniture, fixtures and equipment in the Leased Area so long as the same are not allowed to encroach into the public right of way or otherwise to endanger any passerby or patron and are secured to resist wind.
- h. The Lessee shall allow its fixtures and perimeter fencing to remain in place at its own discretion and liability and shall accept and retain full responsibility and liability for any damage to such fixtures and perimeter fencing caused thereby.
- i. Neither electric (alternating current) nor gaslights are allowed on the Leased Area. Candles and battery powered lights are allowed.
- j. No signage, including but not limited to, on furniture, planters or banners shall be allowed on the Leased Area. Menu signs shall be allowed in accordance with provisions of the City of Grand Junction sign code and subject to review by DDA.

6. The leased premises and improvements, additions and fixtures, furniture and equipment thereon shall be maintained and managed by Lessee.

7. Lessee agrees to permit agents of the City and/or DDA to enter upon the premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof.

Lessee further agrees that if the City shall determine to make changes or improvements to the DSP, which may affect any improvements placed by the Lessee, that the Lessee, by execution of this agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to remove any structures necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes during a lease period.

8. The City by this demise hereby conveys no rights or interest in the public way except the right to the uses on such terms and conditions as are above described and retains all title thereto.

9. Lessee agrees not to sublet any portion of the Leased Area, not to assign this lease without the prior written consent of the City being first obtained.

10. Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting property and agrees that on sale or other transfer of such ownership interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

11. Lessee agrees to surrender and deliver up the possession of the Leased Area promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.

12. If legal action is taken by either party hereto to enforce any of the provisions of this Lease, the prevailing party in any legal action shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees.

13. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.

14. Lessee agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the Leased Area and its use. In performing under the Lease, Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national

origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.

15. Lessee and City agree that all correspondence concerning the Lease shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

CITY OF GRAND JUNCTION

by _____
City Manager, Kelly Arnold

Lessee

Attach 4

Preparation Printing and Distribution of Code Supplement

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Preparation, Printing and Distribution of Code Supplement							
Meeting Date		June 16, 2004							
Date Prepared		June 9, 2004					File #		
Author		Stephanie Tuin			City Clerk				
Presenter Name		Stephanie Tuin			City Clerk				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda			X	Consent		Individual Consideration

Summary: The Code of Ordinances, Sec. 1-10, requires that City Council approve by motion the preparation and printing of the Code supplements in order to incorporate ordinances and certain resolutions approved by the City Council in recent years into the Code Book.

Budget: The cost of printing the current Code supplement will be approximately \$1,100. That cost will include enough copies to update all volumes currently in circulation. Some outside users will be charged a small fee to cover the cost of printing their copy.

Action Requested/Recommendation: Authorize the Preparation, Printing and Distribution of the Fifth Supplement to the Code of Ordinances.

Attachments: None.

Background Information: In the last several years there have been a number of ordinances and resolutions adopted by the City Council that affected the City Code of Ordinances. The supplement includes only ordinances adopted by the City Council and changes to the appendices made by resolution since 1998.

The affected Chapters include:

Chapter 4, Alcoholic Beverages – the reduction of the distance restriction
Chapter 6, Animals – dog control
Chapter 8, Buildings, regulations – adoption of 2000 building, plumbing, mechanical
and related codes
Chapter 10, Business – insurance for contractors
Chapter 16, Environment – smoking
Chapter 18, Fire Protection – adoption of 2000 fire code
Chapter 24, Offenses – regulation of tobacco products, indecent exposure
Chapter 32, Sidewalks & Public Places- activities in the downtown area
Chapter 34, Taxation – distraint and sale
Chapter 38, Utilities – EPA changes
Appendix D – Wastewater Regulations – changes to the sewer regulations; variances
Appendix F – Cross-Connection Control – new section on program and policies

The supplement will be printed and distributed once authorized.

Attach 5**Citizens Corp Grant Acceptance****CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA										
Subject		Citizens Corp Grant Acceptance								
Meeting Date		June 16, 2004								
Date Prepared		May 20, 2004					File #			
Author		Michael A. Nordine				Lieutenant				
Presenter Name		Greg Morrison				Chief of Police				
Report results back to Council		X	No		Yes	When				
Citizen Presentation			Yes	X	No	Name				
	Workshop	X		Formal Agenda			X	Consent		Individual Consideration

Summary:

The Grand Junction Police Department has been awarded a \$25,000 grant from the Governors Commission on Community Service. This grant will be used to establish a Citizens Corp Council and to support neighborhood meetings as a part of the Neighborhood Beat System. Council approved the application for this grant in January of 2004.

Budget:

This grant will pay for our officers and supervisors to attend training and to conduct at least two meetings during the next year in each of the Neighborhood Beats in Grand Junction. The original application was for \$53,960 and we were awarded \$25,000.

Action Requested/Recommendation:

The Grand Junction Police Department recommends acceptance of this grant and approval of the Interagency Agreement with the State of Colorado, Department of Public Safety.

Attachments:

A copy of the Award Letter from the Governors Commission on Community Service.
A copy of the Inter Agency Agreement required by the State of Colorado.

Background Information:

The concept of a Citizens Corp Council is to bring community stakeholders together to identify areas of vulnerability and focus community training efforts. The development of

this program in conjunction with the existing Neighborhood Beat System will assist the community in being better educated and prepared to deal with the issues presented by terrorism.

STATE OF COLORADO

GOVERNOR'S COMMISSION ON COMMUNITY SERVICE

1059 Alton Way, Suite 253
Denver, CO 80230
Ph: (303) 595-1541
May 19, 2004

OFFICE OF
LIEUTENANT GOVERNOR
JANE E. NORTON



Bill Owens
Governor

Jane E. Norton
Lt. Governor

Grand Junction Police Department
Commissioner
Grand Junction Citizen Corp Council Project
Troy Smith, Captain
625 Ute Ave., Grand Junction, CO 81501

Chair Dear Mr. Troy Smith:

Dean Schooler
Boulder

VICE CHAIR

Kristen Donovan
Denver

Crystal Adams
Denver

Jacki Allen-
Eagle

Kate Cumba
Lafayette

Ilene Dike
Englewood

Brandon Eastburn
Littleton

Valorie J. Jones
Aurora

AnneMarie Kemp
Lafayette

Colleen Lorenz
Denver

Elizabeth Martin
Saguache

Kenneth
Denver

Sheila Allen
Denver

Jose Silva
Denver

Maureen Smith
Colorado Springs

Jules Hampton
Ex-Officio

EXECUTIVE DIRECTOR
Nancy J. Brown

The Governor's Commission on Community Service/Office of the Lt. Governor is pleased to welcome your organization as a 2004 Citizen Corps Program grantee. In addition to this notice, you will receive an official award letter from the Colorado Department of Public Safety (CDPS), the State's overall fiscal agent for this grant from the U.S. Department of Homeland Security's Office for Domestic Preparedness (ODP).

A 2004 Citizen Corps project revised budget of \$25,000 has been approved, with a budget period of June 1, 2004 to October 31, 2005, unless different dates are specified in your agency's specific award letter. Your agency may not apply for expenses incurred prior to the start of the budget period. All expenditures should be in line with your approved budget, and must fall within the allowable equipment, training, and exercise list contained in the 2004 Citizen Corps Program grant guidance. Please ensure that your financial officer has a copy of the award letter, guidance, and approved budget.

As the fiscal agent, CDPS will send a Standard Operating Grant Agreement (SOGA) and related instructions. In addition to your procurement processes, your agency has the opportunity to take advantage of the Federal Government GSA pricing through the 1122 program. Call the Commission for contact information on the 1122 program. If not submitted with your application, grantees must submit the Certification of Compliance with Regulations form concerning Equal Employment Opportunity Plans within 45 days as well.

The following reports must be completed on the following schedule, regardless of when the award is received. All reports must be submitted to the Governor's Commission on Community Service/Office of the Lt. Governor Office, 1059 Alton Way, Suite 253, Denver CO 80230 or by email to nancy.brown@cccs.edu within 30 days after each calendar quarter. The Commission will review your progress and submit approved reimbursements to CDPS for processing.

- | | |
|-------------------------|--|
| • Reimbursement Request | Quarterly (depends on spending patterns) |
| • Financial Report | Required Quarterly *Jan-Mar / *Apr-Jun / *Jul-Sep / *Oct-Dec |
| • Narrative Report | Required Quarterly (progress during the quarter only) |
| • Equipment Report | Required Quarterly (quarterly equipment procured) |

A required Grantee Orientation will be conducted on June 15, 9 a.m. – 3 p.m. in Denver to kickoff the 2004 Citizen Corps program year, provide additional background on the Citizen Corps Grant Program, and grant procedures. Registration and travel reimbursement forms will be sent out shortly.

Please feel free to contact us with any questions you may have throughout your grant year. Again we congratulate you on your award.

Thank you,

Nancy Brown, Executive Director, Governor's Commission on Community Service, 303-866-2526
James Vialpando, Citizen Corps Contact, 303-595-1543

Department or Agency Number: RAA
CLIN:
FEIN:
CFDA#: To be indicated in each SOGA as applicable

MASTER CONTRACT

This Master contract, made this ____ day of ____, 200__, by and between the State of Colorado for the use and benefit of the Department of Public Safety, Office of Preparedness, Security, and Fire Safety (OPSFS), 15055 S. Golden Rd., Golden, CO 80401-3971, hereinafter referred to as the State or Department, and the City of Grand Junction hereinafter referred to as the Contractor,

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment in Fund Number____, Contract Encumbrance Number: As detailed in Statement of Grant Award(s).

2. Required approval, clearance, and coordination has been accomplished from and with appropriate agencies.

3. The State annually and/or periodically receives funding from the following federal agencies: the Federal Emergency Management Agency (FEMA) - under the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 2000, Public Law 106-74; Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Public Law 93-288, as amended; 42 U.S.C. 5121 et seq.; 42 U.S.C. 5195 et seq.; Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208; and Department of Defense Authorization Act of 1986, Public Law 99-145 as amended; U. S. Department of Transportation (DOT) - under the Hazardous Materials Uniform Transportation Safety Act 1990, Public Law 101-615, 49 U.S.C. 5101 et seq., and the U.S. Department of Justice (DOJ) - U.S. Department of Commerce, Justice, and State, the Judiciary and Related Agencies Appropriations Act of 1999, Public Law 105-119, and similar funding which will be distributed through the Homeland Security Act of 2002, Public Law No. 107-296, for the purpose of supporting emergency management and preparedness activities to include administration, homeland security, anti-terrorism, emergency planning, training, exercising, hazard mitigation, and procurement of facilities and equipment.

4. Local units of government (counties, cities and towns), Councils of Government (COG), and Local Emergency Planning Committees (LEPC) have been determined to be authorized eligible Sub-Grantees under the above identified Public Laws and statutes, as

well as under any present legislation that identifies all or some of the entity types specified above as eligible Sub-Grantees, and CFR 40 Part 33, CFR 44 Parts 13 and 302, CFR 49 Part 110, and CFR 28 Part 66.

5. The State annually or periodically distributes federal funds received to existing contractors, determined to be eligible by the State using State and/or federal eligibility criteria and which are in good standing, using State developed application process, and allocation procedure. The Contractor has been included as a potential funding recipient by the State for emergency management and preparedness funding, to enter into this agreement and to undertake the services desired by the State and federal government. As part of the application evaluation process, the State may or may not have modified the Contractor's application and/or funding request to conform to program requirements and/or fund's availability.

6. State fiscal rules require a State agency to enter into a contractual agreement in order to pass funds to either a local governmental entity or a quasi-governmental entity such as a COG or LEPC.

7. This Master contract is in keeping with applicable State law CRS 24-50-504(2)(a)(c)(e), personal services contracts not implicating State personnel system, and CRS 24-33.5-1604(1), duties and powers of the Office of Preparedness, Security, and Fire Safety (OPSFS) and the rules and regulations of the State.

8. The Contractor is capable and desires to perform the services.

NOW THEREFORE, subject to the terms, conditions, provisions and limitations contained in this Master contract, the State and the Contractor agree as follows:

1. **Scope of Work** - The Contractor agrees to carry out the scope of work described in each of its application packages [as possibly modified by the State] for emergency management and preparedness activities, as approved by the State in its Statement of Grant Award (SOGA) (Exhibit A), and to do so in conformance with this Master contract and applicable federal and State laws, rules, and regulations pertaining to each specific grant. At its sole discretion, the State reserves the right to modify Grant Applications and reduce requested award amounts at the time of the initial award. The State does not guarantee the Contractor will receive an award or any minimum award amount. Upon issuance of an award from an individual application [as possibly modified by the State], the SOGA and grant application will become a part of this Master contract. Contractor agrees to accept any awards resulting from modified applications or modified funding requests. Multiple awards may be issued under this Master contract.

2. **Performance Period** - This Master contract shall become effective upon the date of its proper execution by the State Controller or designee and shall continue for a period up to five (5) years, as long as the State continues to designate the Contractor as an eligible recipient of funds. All SOGAs (Exhibit A)

and modified SOGAs (Exhibit B) that may be issued hereunder will identify the performance period associated with the particular grant(s) involved.

3. **Legal Authority** - The Contractor assures and warrants that it possesses the legal authority to enter into this Master contract. The person signing and executing this Master contract on behalf of the Contractor does hereby warrant and guarantee that he/she has full authorization to execute this Master contract.

4. **Compensation/Maximum Payable** – All SOGAs (Exhibit A), issued by the State under this Master contract will authorize the Contractor to expend funds and initiate requests for reimbursement up to the amount of the grant award and in accordance with program policies. After the original issuance of a SOGA, the parties may amend the funding available on an award by utilizing a modified Statement of Grant Award (Modified SOGA) (Exhibit B). No SOGA (Exhibit A), or Modified SOGA (Exhibit B) shall be deemed valid until it shall have been approved by the State Controller or his designee.

5. **Billing/Payment Procedure** – Upon receipt of the supporting receipts, reports and summary documentation, the State will reimburse the Contractor for eligible costs incurred under the grant. Payment and interest is subject to State Fiscal Rule 2-5 and section 24-30-202(24) C.R.S. (1999). A State warrant or Electronic Funds Transfer (EFT) will be issued for reimbursement of eligible expenses. In those cases where a Contractor may have a cash flow problem verified by the State, the State may reimburse the Contractor based upon unpaid vendor invoices. In these cases, which are an exception to normal practice, the Contractor shall be responsible for payment to the vendor and providing paid vendor invoices to the State for its records.

6. **Advance of Funds** - Some federal grants such as those for Homeland Security, Emergency Preparedness, Operational Planning, Anti-Terrorism, and Weapons of Mass Destruction (WMD) equipment purchases programs provide for an advance of funds. In such cases where the federal grant program allows for advances, it will be the State's (OPSFS) decision as to whether a specific Sub-Grantee's situation warrants the use of an advance. In cases where an advance of funds is authorized by the State, the Sub-Grantee will be responsible for maintaining expenditure records, and reconciling such expenditures with the advance of funds, based on a reporting schedule determined by the State. If the State authorizes advance payments of grant funds, such advances will be made in accordance with the then current State program policies and in compliance with standard grant cash management practices as defined in 44 CFR Ch.1, Part 13.20, which require that expenses be incurred as close to the draw-down date of the funds as is practicable.

7. **Current Award Period** - An award shall be effective from the first date shown in the performance period on the SOGA (Exhibit A). For grants of an annual recurring nature the performance period routinely runs from October 1 of one year through September 30 of the next year. In cases of disaster declarations,

the disaster declaration process is such that the actual funds for these programs normally do not become available to the State until after the starting date of the performance period. This results in SOGAs (Exhibit A), being issued by the State for a performance period which may have started several months previously. In this situation, the Sub-Grantee may have incurred expenses during this period that are eligible for reimbursement under the terms and conditions of the grant program.

8. **Reversion of Excess Funds to the State**

a. Any funds paid to the Contractor and not expended in connection with an SOGA shall be remitted to the State upon completion of the award or a determination by the State that the scope of the grant award will not be completed. All State or federal funds encumbered under a SOGA or Modified SOGA, but not required for completion of the award will be deobligated by the State.

b. It is expressly understood that if the Contractor receives State funds from this contract in excess of its fiscal year spending limit, all such excess funds from this contract shall revert to the State. Under no circumstances shall excess funds from this contract be refunded to other parties.

9. **Financial Management** - At all times, from the effective date of this Master contract until closeout of each award issued hereunder and through the records retention period (paragraph 22.), the Contractor shall maintain properly segregated books of State funds, matching funds, and other funds associated with each award. Contractor shall be responsible for accounting for and reporting on any required match funding as indicated in the SOGA (Exhibit A) or modified SOGA (Exhibit B). Records shall be maintained in accordance with applicable local and State procedures, and appropriate OMB circulars.

10. **Reporting** - The Sub-Grantee shall meet all reporting requirements in accordance with the then current program policies and any subsequent forms and related program policies as required by the Federal Funding Agency or the State Office of Preparedness, Security, and Fire Safety (OPSFS). All changes of policies or forms for the OPSFS shall be transmitted to Sub-Grantee in writing.

11. **Amendments**- If the State or the Contractor desires to change the level of funding and/or scope of services contained in a SOGA or Modified SOGA, it can do so via the issuance of a Modified SOGA (Exhibit B). Any such modified SOGAs (Exhibit B) shall not be deemed valid until the State Controller or his designee shall have approved them. All other changes require a formal written amendment to this Master Contract.

After the initial grant award, the State may unilaterally decrease (using a modified SOGA- Exhibit B) the amount of the grant award provided that the amount is

uncommitted, unspent, unperformed and undisputed. Prior to the issuance of any modified SOGAs (Exhibit B), the State and the Contractor will have mutual discussion to determine exactly what is uncommitted, unspent, unperformed and undisputed.

12. **Audit -**

a. **Discretionary Audit** - The State and the federal government, or any of their duly authorized representatives shall have the right to inspect, examine and audit the Contractor's and any subcontractor's records, books, accounts and other relevant documents. For the purposes of a discretionary audit, the State specifically reserves the right to hire an independent Certified Public Accountant of the State's choosing. A discretionary audit may be requested at any time and for any reason from the effective date of this Master contract or any SOGA issued thereunder until five (5) years after the date of each grant's official closeout, provided that the audit is performed during normal business hours.

b. **Mandatory Audit** - Whether or not the State or the federal government calls for a discretionary audit as provided above, the Contractor shall include the Project in its annual audit report as required by OMB Circular A-133, and/ or the Colorado Local Government Audit Law, 29-1-601, et seq, C.R.S., and State implementing rules and regulations. Such audit reports shall be submitted to the Department. Thereafter, the Contractor shall supply the Department with copies of all correspondence from the State Auditor or applicable federal agency related to the relevant audit report. If the audit reveals evidence of non-compliance with applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to 29-1-607 or 29-1-608, C.R.S.

13. **Conflict of Interest -**

a. No employee of the Contractor shall perform or provide part-time services for compensation, monetary or otherwise, to a consultant or consultant firm that has been retained by the Contractor under the authority of this Master contract.

b. The Contractor agrees that no person at any time exercising any function of responsibility in connection with this project on behalf of the Contractor shall have or acquire any personal financial or economic interest, direct or indirect, which will be materially affected by this Master contract, except to the extent that he may receive compensation for his performance pursuant to this Master contract.

c. A personal financial or economic interest includes, but is not limited to:

- 1) any business entity in which the person has a direct or indirect monetary interest;
- 2) any real property in which the person has a direct or indirect monetary interest;

- 3) any source of income, loans, or gifts received by or promised to the person within twelve (12) months prior to the execution date of this Master contract;
- 4) any business entity in which the person is a director, officer, general or limited partner, trustee, employee, or holds any position of management.

For purposes of this subsection, indirect investment or interest means any investment or interest owned by the spouse, parent, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the person by an agent or his/her behalf, by a general, limited or silent partner of the person, by any business entity controlled by said person, or by a trust in which he/she has substantial interest. A business entity is controlled by a person if that person, his/her agent, or a relative as defined above possesses more than fifty percent (50%) of the ownership interest. Said person has a substantial economic interest in a trust when the person or an above-defined relative has a present or future interest worth more than one thousand dollars (\$1,000.00).

d. In the event a conflict of interest, as described in this Paragraph, cannot be avoided without frustrating the purposes of this Master contract, the person involved in such a conflict of interest shall submit to the Contractor and the State a full disclosure Statement setting forth the details of such conflict of interest. In cases of extreme and unacceptable conflicts of interest, as determined by the State, the State reserves the right to terminate the Master contract for cause. Failure to file a disclosure Statement required by this Paragraph shall constitute grounds for termination of this Master contract for cause by the State.

14. **Contract Suspension** - If the Contractor fails to comply with any contractual provision, the State may, after notice to the Contractor suspend the Master contract or any and all SOGAs or Modified SOGAs and withhold further payment or prohibit the Contractor from incurring additional obligation of contractual funds, pending corrective action by the Contractor or a decision by the State to terminate in accordance with Contract Termination (paragraph 15). The State may determine to allow such necessary and proper costs, which the Contractor could not reasonably avoid during the period of suspension.

15. **Contract Termination**. This Master contract (and/or any resulting SOGAs or modified SOGAs) may be terminated as follows:

a. **Termination Due to Loss of Funding** - The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided by the federal government to the State for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to

compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Master contract.

b. Termination for Cause/Default - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Master contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Master contract, the State shall thereupon have the right to terminate this Master contract for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Master contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Master contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the State from the Contractor is determined.

c. Termination for Convenience - The State may terminate this Master contract or any and all SOGAs or Modified SOGAs at any time the State determines that the purposes of the distribution of State moneys under the Master contract or any and all SOGAs or Modified SOGAs would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Master contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

If the Master contract or any SOGA or Modified SOGA is terminated by the State as provided in this subparagraph c, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of the Contractor covered by this Master contract or the SOGA or Modified SOGA, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this Master contract or the SOGA or Modified SOGA have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Master contract or the SOGA or Modified SOGA) incurred by the Contractor during the Master

contract or the SOGA or Modified SOGA period which are directly attributable to the uncompleted portion of the services covered by this Master contract or the SOGA or Modified SOGA. In no event shall reimbursement under this clause exceed the Master contract or the SOGA or Modified SOGA amount.

16. **Integration** - This Master contract as written with attachments and references, is intended as the complete integration of all understandings between the parties at this time and no prior or contemporaneous additions, deletion, or amendment hereto shall have any force or effect whatsoever, unless embodied in a SOGA, modified SOGA or a Master contract amendment incorporating such changes, executed and approved pursuant to applicable law.

17. **Severability** - To the extent that this Master contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Master contract, the terms of the Master contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

18. **Recapture Provisions** - In the event that the Contractor fails to expend funds under this Master contract in accordance with State laws and/or the provisions of this Master contract, the Department reserves the right to recapture State funds in an amount equivalent to the extent of the noncompliance. Such rights of recapture shall exist for a period not to exceed five (5) years following contract termination.

Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand, if the Contractor's failure is undisputed, or within 30 days of final judicial determination, as appropriate.

19. **Assignment** - Neither party, nor any subcontractor hereto, may assign its rights or duties under this Master contract without the prior written consent of the other party.

20. **Survival of Certain Contract Terms** - Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Master contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Master contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

21. **Nondiscrimination** -

a. The Contractor shall comply with all applicable State and federal laws, rules, and regulations and Executive Orders. Contractor may utilize the expertise

of the State Minority Business Office within the Office of the Governor, for assistance in complying with the nondiscrimination and affirmative action requirements of this Master contract and applicable statutes.

b. The Americans with Disabilities Act of 1990, Public Law 101-336, also referred to as the "ADA 28 CFR Part 35. The Contractor must comply with ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

22. **Records Retention** - The Contractor shall retain for at least five (5) years after the State's closeout of each grant all records required for the grant including documentation and records of all expenditures incurred under the grant being closed. Retention for longer than the five years may be deemed necessary to resolve any matter which may be pending. This retention is for the purpose of review and audit by the State, federal government or their authorized representative.

23. **Compliance with Federal Agreement/Contract Terms and Conditions, Federal and State Law and Program Rules and Regulations** - At all times during the performance of this Master contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established. The Contractor shall also comply with all terms and conditions that the State has entered into with the federal government as a part of the grant application process and as spelled out in grant contracts/agreements, and all applicable federal and State laws, rules, and regulations related to grant awards under this Master contract. These include, but are not limited to, compliance with the following:

- a. Americans with Disabilities Act including Title II, Subtitle A/24, U.S.C. Sec. 12101 et seq. and implementing regulations.
- b. OMB Circulars A21, A87, A110, A124, and A133 as applicable
- c. 31 U.S.C. Section 1352 - Prohibition Against use of Federal Funds for Lobbying.
- d. Privacy Act of 1974, 5 U.S.C. Section 552a and Regulations adopted there under.
- e. Certification required by 49 CFR Part 29, "Government Debarment and Suspension".
- f. Drug Free Workplace.
- g. Title VII of the Civil Rights Act 42 U.S.C. Section 2000 d-1 et seq., and its implementing regulation in 44 CFR.
- h. Others as may be included in the SOGA (Exhibit A), for a specific grant.

Unless otherwise agreed by the parties, the Contractor assumes and will discharge the obligations of the State as grantee and recipient under the Federal Terms and

Conditions, including the specific and general assurances as may be covered in Appendices thereto, concerning compliance of specific federal statutes such as those addressing the Civil Rights Act of 1964.

24. **Special Conditions and SOGAs** - Beyond those conditions contained in this Master contract, special conditions may be incorporated into a SOGA (Exhibit A) or modified SOGA (Exhibit B), in the Scope and/or Grant Considerations paragraph(s) of the individual award or in an attachment to the SOGA/modified SOGA. These conditions, upon Contractor's receipt of the grant or any modifications thereto, become a part of this Master contract, and legally binding under it.

25. **Third Party Beneficiary** - This Agreement is intended solely to fund the Project(s) proposed by Contractor and to define the rights and responsibilities between the parties with respect to such funding. This Agreement is not intended to create any third party rights, nor are third parties entitled to rely upon any provisions herein stated.

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

27. **Software Piracy Prohibition** - No State or other public funds payable under this sub-grant shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Sub-Grantee hereby certifies that, for the term of this sub-grant and any extensions, the Sub-Grantee has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Sub-Grantee is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this sub-grant, including, without limitation, immediate termination of the Sub-grant and any remedy consistent with United States copyright laws or applicable licensing restrictions.

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

29. **Attachments** - The following items are considered to be attachments to and part of this Master contract:

- a. Specific grant application packages [as possibly modified by the State] from the jurisdiction (Attachment 1 to Exhibit A).
- b. State SOGA (Exhibit A), or modified SOGA (Exhibit B) with all attachments (including specific grant terms and conditions), for each specific grant funded.

30. **Order of Precedence** - In the event of conflicts or inconsistencies between this Master contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the document in the following order of priority:

- a. Colorado Special Provisions, pages 12 and 13
- b. Master contract, pages 1 to 11.
- c. Modified Statement of Grant Award (SOGA), Exhibit B.
- d. Statement of Grant Award (SOGA), Exhibit A.
- e. Contractor's Application (Attachment 1 to Exhibit A)

31. **Federal Funding** - This Master contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof.

32. **Purpose of Contract and Release of Liability** - The State is acting as a conduit to facilitate the "passing through" of Federal Funds from the Federal Government to the Contractor. The State is not liable for any use or misuse of any the products or services acquired by the Contractor (or any Sub-Grantees) under the terms of this Master contract and any resulting grant award(s). To the extent authorized by law, the Contractor will defend and hold the State harmless in any ensuing legal actions involving products or services acquired under this Master contract.

33. **Venue** - The exclusive venue for all actions arising under this contract shall be District Court, City and County of Denver, Colorado.

SPECIAL PROVISIONS

(For Use Only with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION.

To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

7. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00

No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

8. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

SPECIAL PROVISIONS

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:

Bill Owens

GOVERNOR

Legal Name of Contracting Entity

By _____

FOR Joe Morales, Executive Director

Social Security Number or FEIN

Department of Public Safety

Signature of Authorized Officer

LEGAL REVIEW:

Ken Salazar

ATTORNEY GENERAL

Print Name & Title of Authorized Officer

By _____

CORPORATIONS:

(A corporate attestation is required.)

Attest (Seal) By _____

(Corporate Secretary or Equivalent, or Town/City/County Clerk)

(Place corporate seal here, if available)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:

Arthur L. Barnhart

By _____

Date _____

EXHIBIT A

**COLORADO DEPARTMENT OF PUBLIC SAFETY
STATEMENT OF GRANT AWARD (SOGA)****FEDERAL PROGRAM INFORMATION**

CFDA Number:
Federal Agency:
Federal Award Name & Number:
PO#
Region#

Sub-grant Award Number:**Sub-grant Lead Agency Name:****Sub-grant Lead Agency Director:****Sub-grant Financial Agency Address:****Grant Period:****Date Issued:**

The Office of Preparedness, Security, and Fire Safety hereby awards a grant to the above-named sub-grant lead agency pursuant to the terms of the Master Contract entered into by the parties on _____, identified under routing number _____. The attached grant application [as possibly modified by the State] is incorporated herein as part of this document.

APPROVED BUDGET

Project	Total Federal Funds Awarded
TOTAL BUDGET	

Office of Preparedness, Security, & Fire Safety

REVIEWER

Printed Name_____
Printed Name_____
Signature_____
Signature

APPROVED

Signature

Statement of Grant Award (SOGA)

INSTRUCTIONS

1. Grant activities must be based on the approved budget shown on page one of this Statement of Grant Award, and the detailed budget(s) within the attached application as modified and approved by the State. The sub-grantee must secure prior written approval from OPSFS if there is to be a change in any budget category.
2. The sub-grantee will give the Financial Officer of the project a copy of this document in order to adequately prepare the necessary financial reports.
3. The sub-grantee agrees that the attached grant application, and master contract, is hereby incorporated by reference as part of this grant award.
4. Review carefully the enclosed letter for this grant program. It includes procedures regarding this document, draw-down of grant funds, reporting requirements and requesting grant modifications.
5. This grant award shall be effective upon the intended start date (as set out in the grant period shown on page 1 of this SOGA); however final approval by the State Controller or designee, is required.
6. This grant award may be cancelled in whole without further cause by the Office of Preparedness, Security, and Fire Safety within 20 days of the date of issuance

ADDITIONAL OPSFS REQUIREMENTS

1. All sub-grants are conditioned on the ability to report to the Office of Preparedness, Security, and Fire Safety all the information contained on the OPSFS quarterly financial reporting and semi-annual progress report forms, which are provided with this SOGA. Technical assistance is available upon request.
2. These funds cannot be guaranteed beyond the end date of the grant period on page 1 of this SOGA. Unexpended funds remaining at the end of the grant period must be returned to the Office of Preparedness, Security, and Fire Safety.

EXHIBIT B

**COLORADO DEPARTMENT OF PUBLIC SAFETY
MODIFIED STATEMENT OF GRANT AWARD (MODIFIED SOGA)**

**FEDERAL PROGRAM INFORMATION**

CFDA Number:
Federal Agency:
Federal Award Name & Number:
PO#
Region#

Sub-grant Award Number: (original number) – X (for number of modification)

Sub-grant Lead Agency Name:

Sub-grant Lead Agency Director:

Sub-grant Financial Agency Address:

Grant Period: MODIFIED

Date Issued:

The Office of Preparedness, Security, and Fire Safety hereby awards a grant to the above-named sub-grant lead agency pursuant to the terms of the Master Contract entered into by the parties on _____, identified under routing number _____. The attached modified grant application is here by incorporated as part of this document. Modification of the original grant award is due to _____.

APPROVED BUDGET

Project	Original Total Federal Funds Awarded	Modified Total Federal Funds Awarded
	\$	\$
TOTAL BUDGET	\$	\$

Office of Preparedness, Security, & Fire Safety

REVIEWER

Printed Name

Printed Name

Signature

Signature

APPROVED

Signature

Modified Statement of Grant Award (SOGA)

INSTRUCTIONS

1. Grant activities must be based on the approved budget shown on page one of this Statement of Grant Award, and the detailed budget(s) within the attached application as modified and approved by the State. The sub-grantee must secure prior written approval from OPSFS if there is to be a change in any budget category.
2. The sub-grantee will give the Financial Officer of the project a copy of this document in order to adequately prepare the necessary financial reports.
3. The sub-grantee agrees that the attached grant application, and master contract, is hereby incorporated by reference as part of this grant award.
4. Review carefully the enclosed letter for this grant program. It includes procedures regarding this document, draw-down of grant funds, reporting requirements and requesting grant modifications.
5. This grant award shall be effective upon the intended start date (as set out in the grant period shown on page 1 of this SOGA); however final approval by the State Controller or designee, is required.
6. This grant award may be cancelled in whole without further cause by the Office of Preparedness, Security, and Fire Safety within 20 days of the date of issuance

ADDITIONAL OPSFS REQUIREMENTS

1. All sub-grants are conditioned on the ability to report to the Office of Preparedness, Security, and Fire Safety all the information contained on the OPSFS quarterly financial reporting and semi-annual progress report forms, which are provided with this SOGA. Technical assistance is available upon request.
2. These funds cannot be guaranteed beyond the end date of the grant period on page 1 of this SOGA. Unexpended funds remaining at the end of the grant period must be returned to the Office of Preparedness, Security, and Fire Safety.

Attach 6

Purchase 2 5 Yard Dump Trucks

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Purchase of Two 5 Yard Dump Trucks with Snow Removal V-Boxes					
Meeting Date	June 16, 2004					
Date Prepared	June 8, 2004					
Author	Julie M. Hendricks			Buyer		
Presenter Name	Ronald Watkins Mark Relph			Purchasing Manager Public Works & Utilities Director		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		X	Consent
						Individual Consideration

Summary: This is for the purchase of two 2005 International Dump Trucks with snow removal V-Boxes. It is currently scheduled for replacement in 2004 as identified by the annual review of the fleet replacement committee.

Budget: The Fleet Division has budgeted \$170,838 for the replacement of two (2) five yard dump trucks with snow removal V-boxes. Street Division has \$12,900 budgeted in 2004 CIP funds to assist with this purchase for a total of 183,738. The total purchase price for both dump trucks equipped with snow removal V-boxes is 187,820. Sufficient funds are budgeted in the 2004 overall Fleet replacement budget. Anticipated sale of the old replacement units are anticipated to cover the \$4,082 difference.

Action Requested/Recommendation: Authorize the City Purchasing Manager to Purchase Two 2005 International Dump Trucks with V-Boxes from McCandless International Trucks of Colorado, Aurora, CO and O. J. Watson Equipment, Denver, CO in the Amount of \$187,820.00.

Background Information: The State of Colorado award has provisions for local government to purchase off of this contract. The Colorado Department of Transportation competitively bid and awarded the International Truck and dump body for 2004. The award number is #07047HAA01M and #06500HAA01M respectively. The City Fleet Manager and the City Purchasing Manager agree with this recommendation.

Attach 7

Setting a Hearing on Amending PD for Summer Hill Subdivision

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Amending the Planned Development (PD) ordinance to include additional land, establish underlying zoning and bulk standards for the Summer Hill Subdivision.							
Meeting Date		June 16, 2004							
Date Prepared		June 4, 2004				File # RZP/FPP-2004-028			
Author		David Thornton			Principal Planner				
Presenter Name		David Thornton			Principal Planner				
Report results back to Council			No		Yes	When			
Citizen Presentation			Yes		No	Name			
	Workshop	X	Formal Agenda			X	Consent		Individual Consideration

Summary: Introduction of a proposed ordinance rezoning 1.6 acres of land from RSF-4 (Residential Single Family with a maximum of 4 units per acre) to PD (Planned Development) and amending Ordinance No. 3136 to establish an underlying zone district and include bulk standards. Planning Commission recommended approval.

Budget: NA

Action Requested/Recommendation: Introduction of proposed ordinance and setting a public hearing for July 7, 2004.

Attachments:

- Background Information/Analysis
- Vicinity Map
- Aerial Photo
- Growth Plan Map
- Zoning Map
- Proposed 2004 Preliminary Plan
- May 21st letter from Bray on Construction Traffic (2 pages)
- Planned Development Rezone Ordinance (2 pages)

BACKGROUND INFORMATION

Location:		Summer Hill Blvd. North of Paradise Hills			
Applicants:		Paradise Hills Partnership Rep: Robert Bray			
Existing Land Use:		Vacant			
Proposed Land Use:		Residential - approved for 201 dwellings			
Surrounding Land Use:	North	Airport			
	South	Paradise Hills Subdivision			
	East	Airport			
	West	Agricultural and Grand Vista Subdivision			
Existing City Zoning:		Planned Development with 2.5 units per acre			
Proposed City Zoning:		No Change			
Surrounding Zoning:	North	Planned Development Airport			
	South	RSF-4			
	East	Planned Development - Airport			
	West	RSF-4			
Growth Plan Designation:		Residential Medium Low density: 2 to 4 units/acre			
Zoning within density range?		X	Yes		No

ANALYSIS

The Petitioner is seeking City Council consideration to:

By Ordinance:

- I. Rezone a 1.546 acre parcel from RSF- 4 Residential Single Family-4 du/ac) to PD-2.5 (Planned Development-2.5 du/ac);
- II. Establish underlying zone districts of RSF-4 and RMF-8 for the PD-2.5 zone district;
- III. Establish bulk standards for the PD-2.5 zone district;

By Motion:

- IV. Establish the phasing schedule for filings 6 through 8;
 - V. Eliminate the Preliminary Plan construction traffic route requirement during a 60 day construction period.
-

Background

The Summer Hill Rezone to PD (2.5 units per acre) and Preliminary Plan was approved April 21, 1999 and was approved for 201 dwelling units on 80.5 acres in 8 phases (filings). The applicant received approval of filings 1 and 2 on September 21, 1999 by Planning Commission and both final plats were approved by the City for recording February 15, 2000. Approval for filings 3 and 4 were given by Planning Commission on October 9, 2001 and filing 3 was approved by the City and recorded on May 28, 2002, filing 4 received a 3 month extension by Planning Commission on October 22, 2002 and was recorded on January 8, 2003. Filing 5 was approved by Planning Commission on June 8, 2004, but its approval is contingent on Council approval of this rezone request.

The development schedule for the remaining three phases was part of Planning Commission's approval on August 12, 2003. The current development schedule deadlines are as follows:

- | | |
|------------|-------------------|
| • Filing 6 | December 31, 2005 |
| • Filing 7 | December 31, 2006 |
| • Filing 8 | June 15, 2008 |

NOTE: For approval of future filings after December 31, 2004 requires City Council approval of the above schedule.

Consistency with the Growth Plan

The approved Summer Hill Subdivision and PD zoning is consistent with the Growth Plan. It conforms to the Residential Medium Low (2-4 units per acre) land use category on the Future Land Use Map.

Zoning and Development Code

The Summer Hill Subdivision development was initiated under the 1997 Zoning and Development Code (OLD Code). It will continue to be reviewed under the OLD Code if Council establishes the development schedule approved by Planning Commission. The Rezone is subject to section 4-4-4 of the OLD Code. The proposed rezone to add an additional 1.546 acres conforms to all relevant sections of the OLD Code.

Approved 2004 Summer Hill Preliminary Plan

The original Preliminary Plan was approved in 1999 and Planning Commission approved the latest revision to that plan on June 8, 2004. This approval is contingent upon Council approval of the rezone request. The latest revision includes the addition of a 1.546 acre tract of land acquired from the Grand Vista Subdivision. This small tract of land is adjacent to filing 5 and by including it, allows for the development of larger lots in the revised preliminary plan for filing 5. The number of residential lots approved, by ordinance for the entire Summer Hill Subdivision remains at 201. The total number of filings for the preliminary plan remains at eight and there are no proposed changes for filings 6 through 8. Filings 1 through 4 have already been recorded and built. With the revised preliminary plan, the amount of acreage in lot area for all eight filings increases by 0.90 acres and the amount of open space increases by 0.86 acres.

All nine conditions of approval of the original preliminary plan as required by City Council on April 21, 1999 will remain and are or will be complied with by the developer of Summer Hill, except the Construction Traffic issue as noted below.

Construction Traffic Issue – see attached letter. A condition of the 2001 approved Preliminary Plan was for all construction traffic for all filings to use Summer Hill Way and not use Catalina Drive or Lanai Drive. Signs have been posted at both locations. However, due to the need to construct permanent street improvements on Summer Hill Way and Spring Crossing which lie on portions of the temporary construction road and that currently connects Summer Hill Way (filing 4) with Spring Crossing (filing 3) through proposed filing 5, the developer is requesting a 60 day timeframe to make these permanent construction improvements. During the 60 days, construction traffic accessing filings 2 and 3 will need to use Catalina or Lanai Drive. Following the 60 day construction period there will no longer be a “construction road” and all construction traffic will be required to use Summer Hill Way and Spring Crossing.

The petitioner is requesting reprieve from this construction traffic requirement for only the 60 day construction period.

I. Rezone a 1.546 acre parcel from RSF-4 Residential Single Family-4 du/ac) to PD-2.5 (Planned Development-2.5 du/ac);

Requesting a Rezone

The petitioner is requesting that a 1.546 acre tract of land acquired from the Grand Vista Subdivision be incorporated as part of the Summer Hill Subdivision and zoned Planned Development (PD at 2.5 units per acre) the same zoning as the existing Summer Hill Subdivision. The current zoning of this tract of land is RSF-4.

Since this development application was originally reviewed and approved under the Old Zoning and Development Code the rezone criteria from that code must be met. The following rezoning criteria provided in Section 4-4-4 of the Zoning and Development Code (OLD CODE) is as follows.

- a. Was the existing zoning an error at the time of adoption?

Response: No, however now that ownership of this tract of land is held by Summer Hill, it makes sense to rezone it the same and incorporate it into the Summer Hill Development.

- b. Has there been a change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, development transition, etc.?

Response: Summer Hill was rezoned in 1999. Grand Vista was annexed and rezoned in 2000. The area has become increasingly urbanized over this time period.

c. Is there an area of community need for the proposed rezone?

Response: With the additional land being rezoned and tied to the Summer Hill Subdivision, there will be better maintenance opportunities of this area by the Summer Hill Homeowners than there would be by the Grand Vista Home Owners due to accessibility of the site which lies within the Leach Creek drainage.

d. Is the proposed rezone compatible with surrounding area or will there be adverse impacts?

Response: the rezone to PD at 2.5 units per acre is within the allowable density range recommended by the Growth Plan and is the same zoning as the rest of Summer Hill.

e. Will there be benefits derived by the community, or area, by granting the proposed rezone?

Response: With the additional land being rezoned and tied to the Summer Hill Subdivision, there will be better maintenance opportunities of this area by the Summer Hill Homeowners than there would be by the Grand Vista Home Owners due to accessibility of the site which lies within the Leach Creek drainage.

f. Is the proposal in conformance with the policies, intents and requirements of this Code (OLD CODE), with the City Master Plan (Growth Plan), and other adopted plans and policies?

Response: The rezone to PD at 2.5 units per acre is within the allowable density range recommended by the Growth Plan.

g. Are adequate public facilities available to serve development for the type and scope suggested by the proposed rezone? If utilities are not available, could they be reasonable extended?

Response: Adequate public facilities are currently available or will be made available and can address the impacts of development consistent with the PD zone district.

II. Establish underlying zone districts of RSF-4 and RMF-8 for the PD-2.5 zone district;

Request to establish an underlying zone district for the PD zone

The proposed zoning ordinance will identify an underlying zone district that will prevail when circumstances occur that are not addressed by the approved standards in the PD 2.5 zone district. The underlying zone district will apply for all eight filings of the Summer Hill development. For zoning requirements in filings with attached single family development, minimum lots sizes of 4,500 square feet, the RMF-8 zone district will be the underlying zone district. For filings with detached single family development, minimum lots sizes of 14,000 square feet, the RSF-4 will be the underlying zone district.

This determination was based on minimum lot sizes established by the Summer Hill Preliminary Plan.

III. Establishing bulk standards for the PD-2.5 zone

Request to establish the bulk standards for the PD zone district

The following bulk standards have been approved previously, but not as part of the original zoning ordinance. It is proposed that City Council establish these bulk standards as part of the PD zoning ordinance.

BULK STANDARDS

SINGLE FAMILY DETACHED FILINGS

Minimum Lot Area: 14,000 SF
Minimum Street Frontage: 40 FT
Minimum Building Height: 32 FT
Minimum Side Yard (Principal Structure): 10 FT
Minimum Side Yard (Accessory Structure): 3 FT
Minimum Rear Yard (Principal Structure): 30 FT
Minimum Rear Yard (Accessory Structure): 10 FT
Minimum Rear Yard (Deck): 0 FT
Minimum Front Yard: 20 FT
Maximum Building Coverage: 30%

SINGLE FAMILY ATTACHED FILINGS

Minimum Lot Area: 4,500 SF
Minimum Street Frontage: 20 FT
Minimum Building Height: 32 FT
Minimum Lot Width: 30 FT
Minimum Side Yard (Principal Structure): 7 FT
Minimum Side Yard (Accessory Structure): 3 FT
Minimum Rear Yard (Principal Structure): 15 FT
Minimum Rear Yard (Accessory Structure): 10 FT
Minimum Front Yard: 20 FT
Maximum Building Coverage: 50%
Minimum Rear Yard (Deck):

In the rear yard beginning twenty feet back from the front of the house:

- Open and uncovered decks and concrete slab patio areas located on the ground level of the home shall have a rear and side yard (including common wall property line) setback of zero feet.
- Open and covered (including overhang) decks and concrete slab patio areas located on the ground level of the home shall have a rear and side yard (including common wall property line) setbacks of zero feet for the deck or concrete slab, three feet for all support columns and one foot for the overhang.

IV. Establish the phasing schedule for filings 6 - 8

Section 1.18.B.4 in the New Zoning and Development Code states, "To any development that has received preliminary approval under the former Code on or before January 31, 2001, unless specifically approved by the City Council, no development schedule may extend the applicability of the former Code beyond December 31, 2004."

- Filing 6 December 31, 2005
- Filing 7 December 31, 2006
- Filing 8 June 15, 2008

Findings of Fact/Conclusions

1. The requested zoning ordinance is consistent with the Growth Plan.
2. The review criteria in Section 4-4-4 of the 1997 Zoning and Development Code have all been met.

PLANNING COMMISSION RECOMMENDATION:

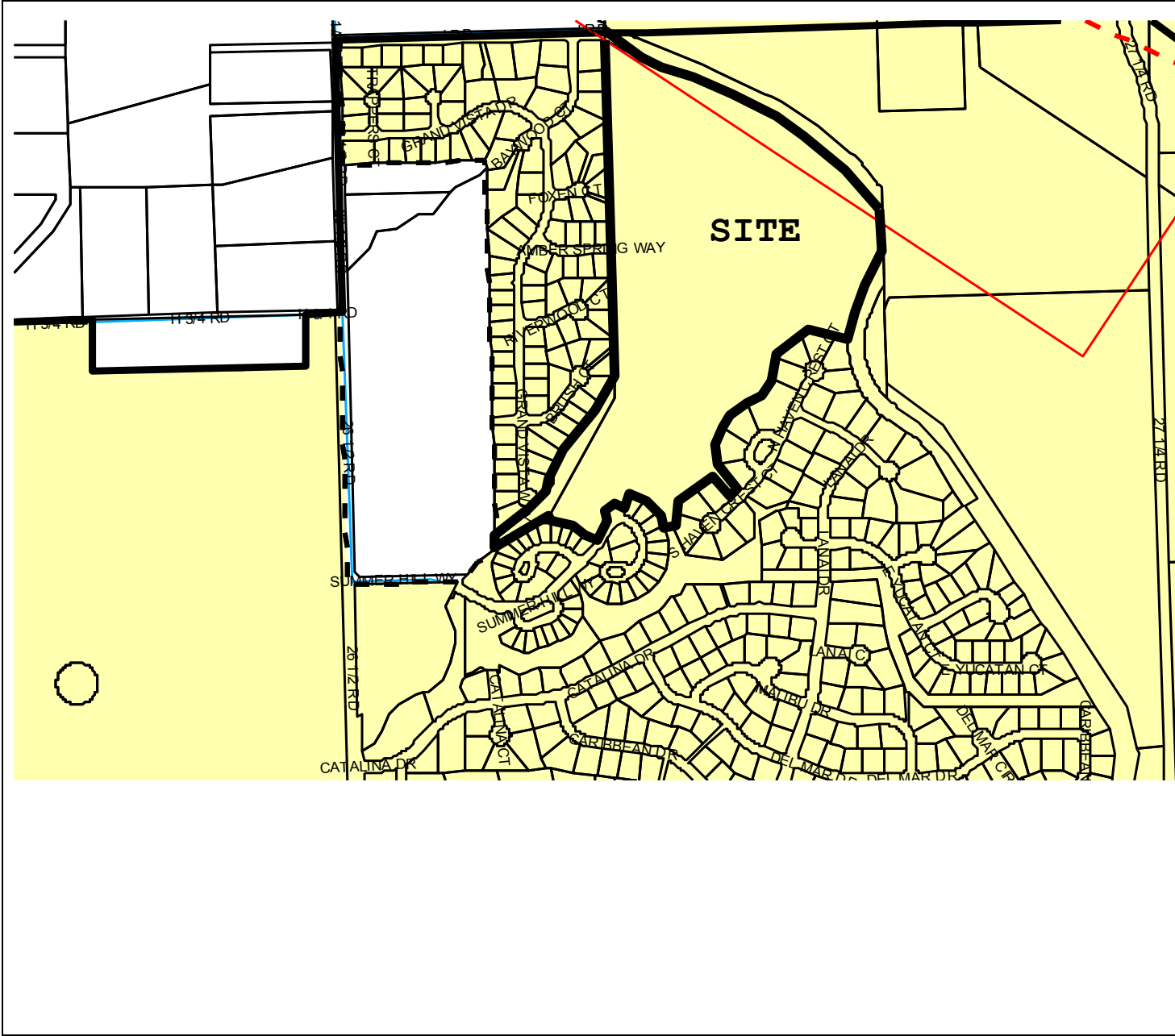
1. Amending the PD zoning ordinance to include the additional acreage, establish an underlying zone district, and establish bulk standards;
2. Extending the development schedule beyond December 31, 2004;

3. Allowing construction traffic to use Lanai Drive and/or Catalina Drive for a 60 day construction period.

(CC Staff Report – Summer Hill filing 5 – First Reading.doc)

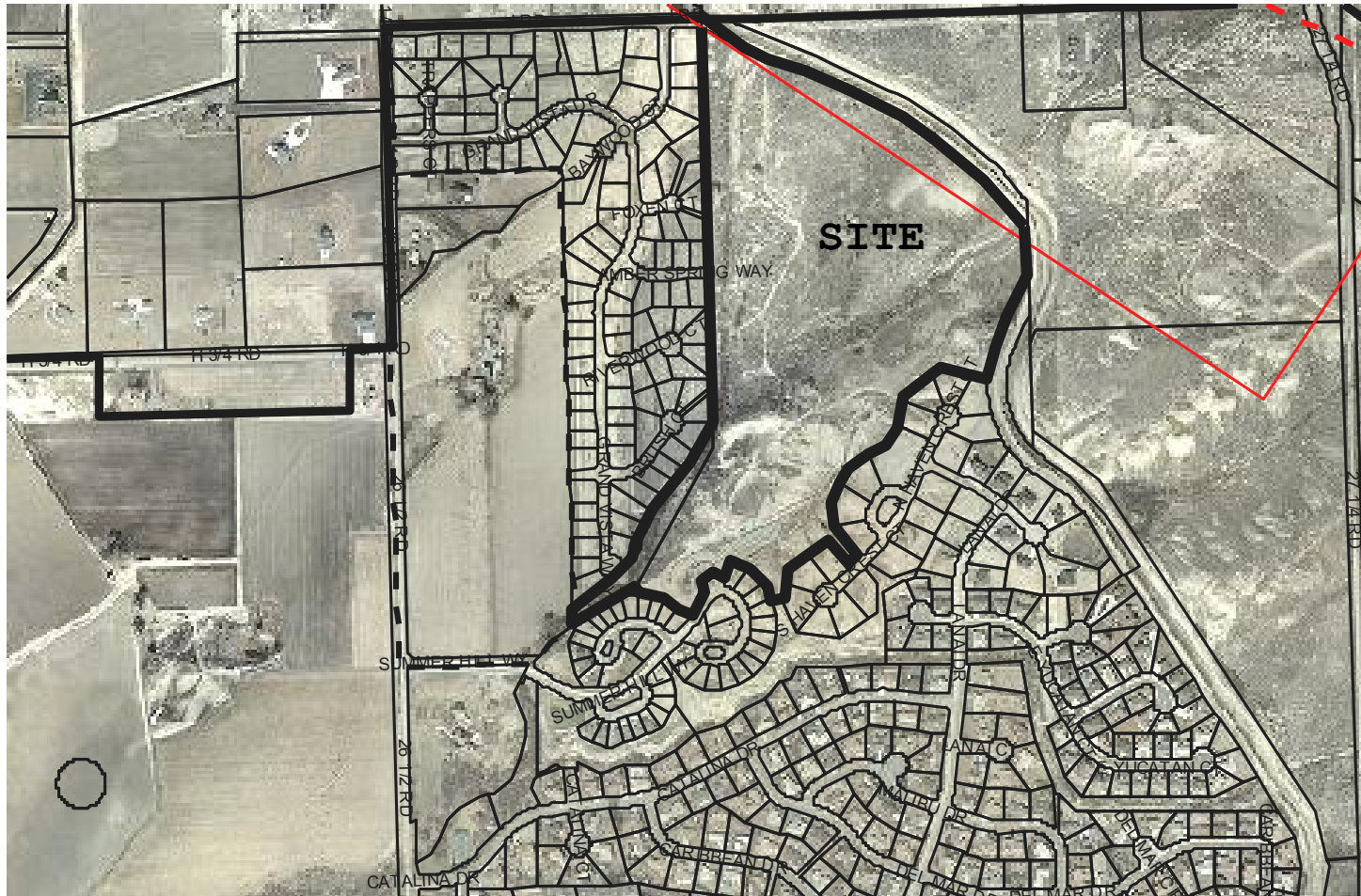
Site Location Map

Figure 1



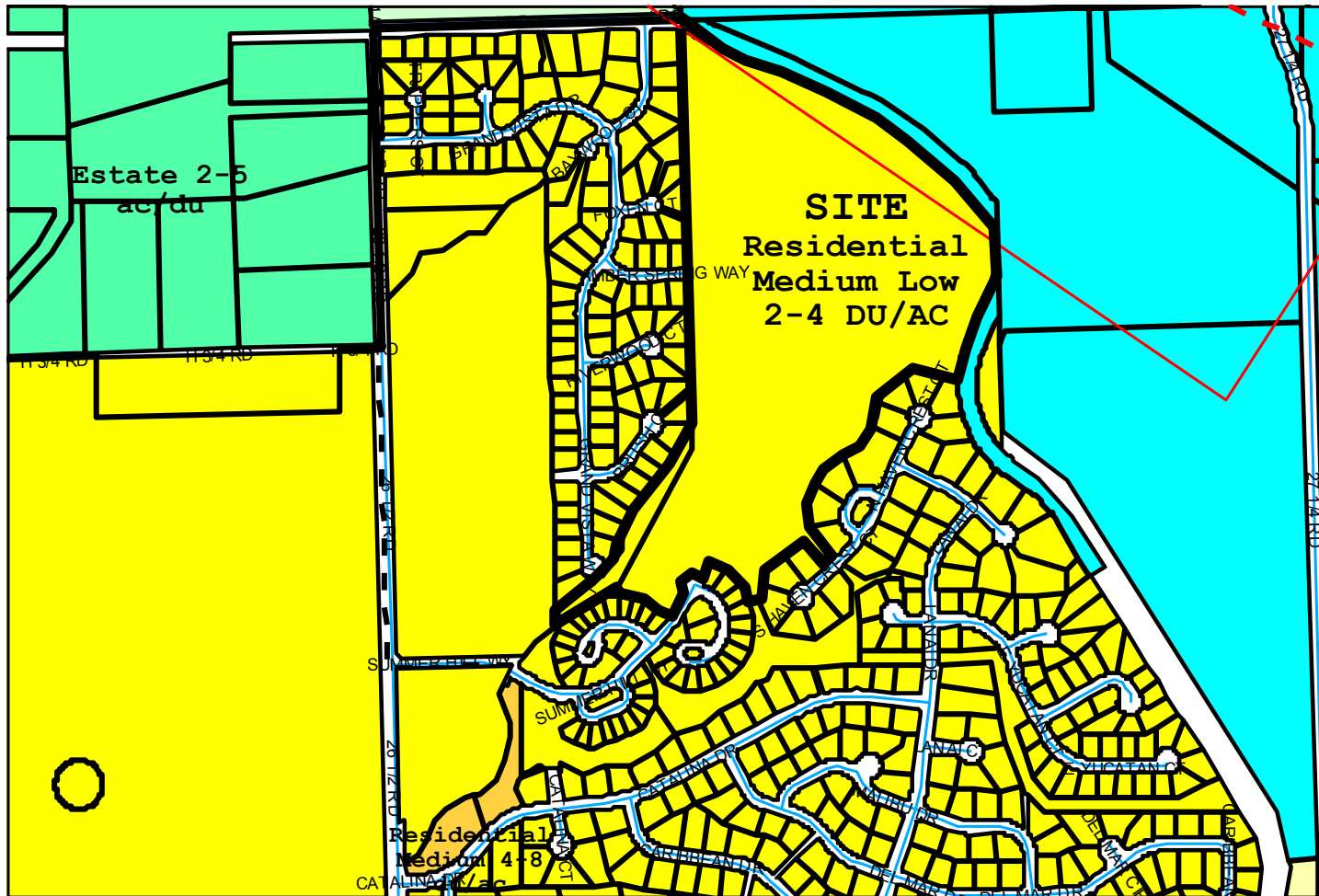
Aerial Photo Map

Figure 2



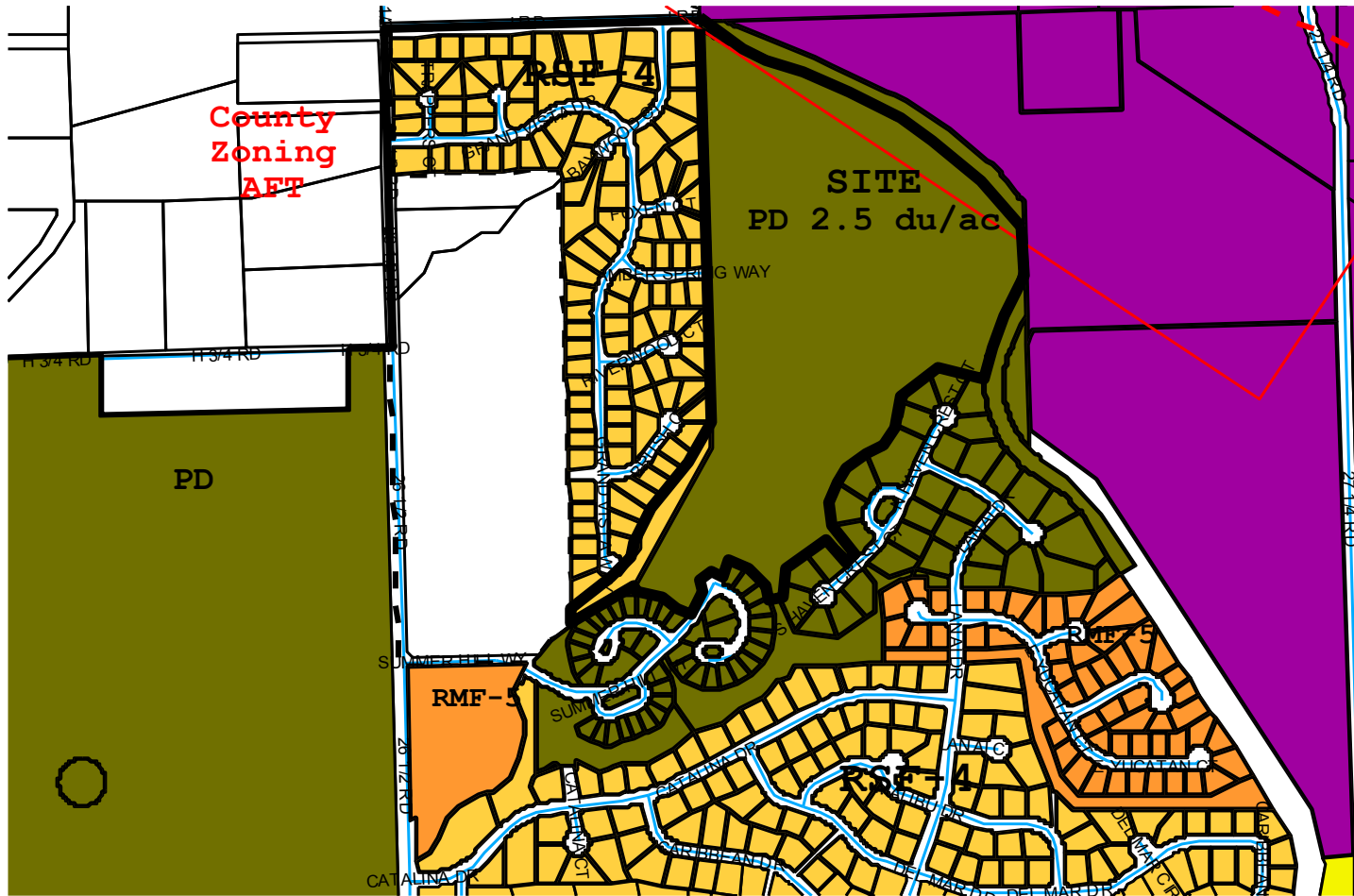
Future Land Use Map

Figure 3

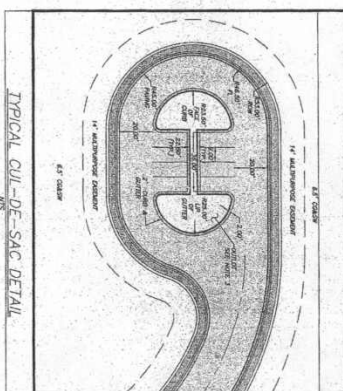
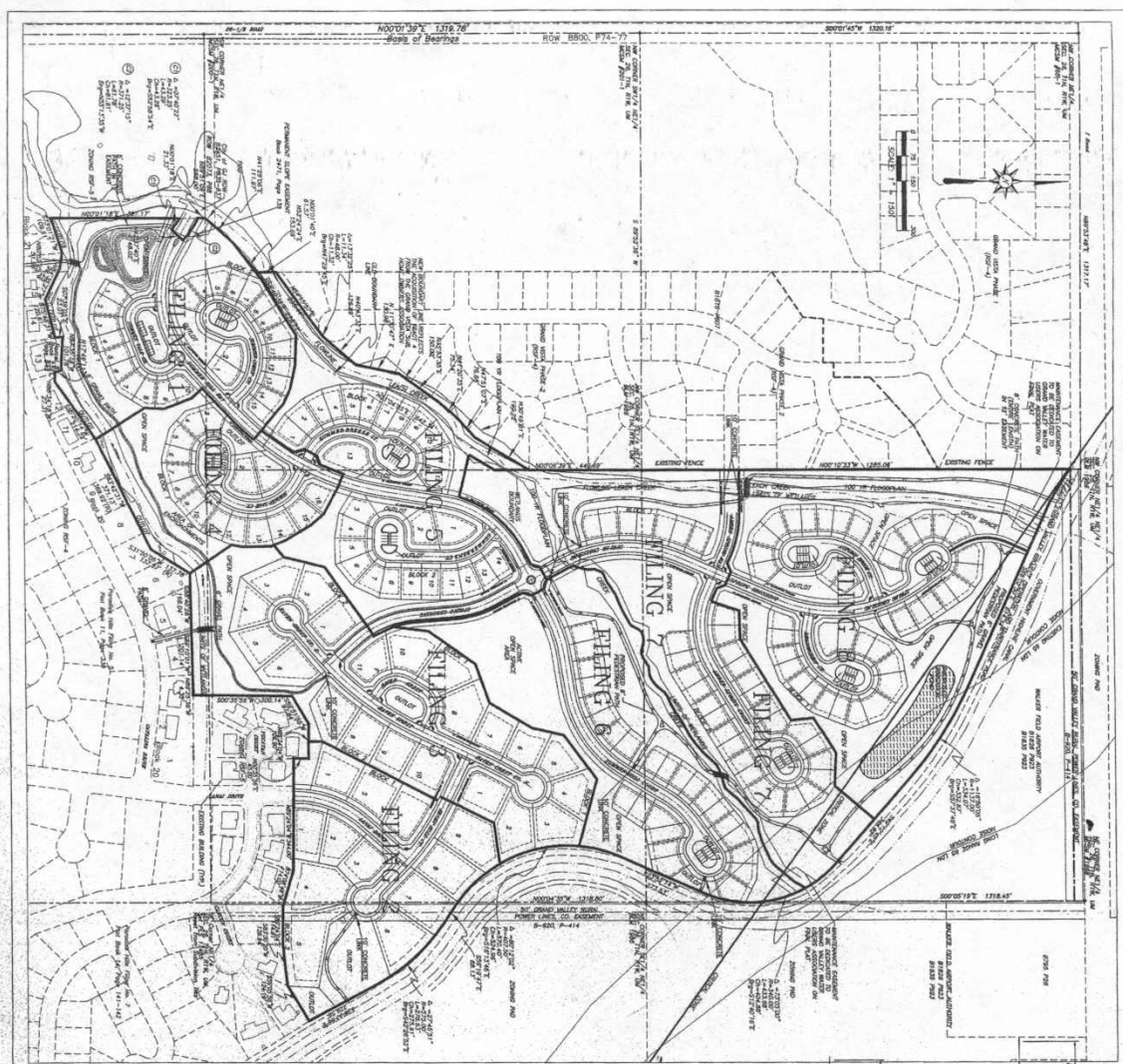


Existing City and County Zoning

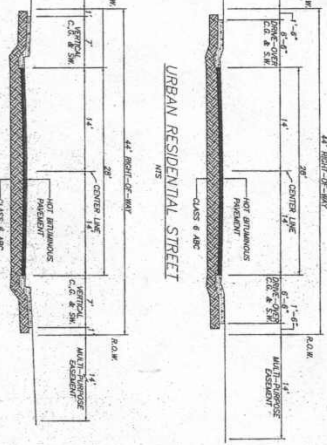
Figure 4



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."



TYPICAL OIL-DE-SAC DETAIL



NOTES:

- EXISTING AND LONG RANGE PLANS FOR THE PROJECT ARE AVAILABLE FROM THE PROJECT MANAGER, THOMPSON-LANGFORD CORP., 609 1/2 S. 1/2 RD., SUITE 200, GRAND JUNCTION, COLORADO 81505. (970) 243-6057. FAX (970) 241-2845.
- THE CITY OF GRAND JUNCTION HAS REVIEWED THIS PLAN AND HAS APPROVED IT FOR THE CITY OF GRAND JUNCTION. THE CITY OF GRAND JUNCTION HAS REVIEWED THIS PLAN AND HAS APPROVED IT FOR THE CITY OF GRAND JUNCTION.
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REVISION	DATE	DESCRIPTION	BY	CITY
1	9/25/01	REVISED TO CITY OF G. J. REVIEW COMMENTS	WMT	DAT
2	10/2/01	REVISED PER ADDITIONAL CITY OF G. J. REVIEW	WMT	DAT
3	10/2/01	REVISED TO REFLECT PROPOSED LAND SHAP	WMT	DAT
4	12/5/03	TRACED 4 GRAND VISTA BUL. ADDED, PLUNG 5 LAYOUT	SDW	JNM
5	6/27/04	REVISED, CURB & GUTTER ADDED IN OIL-DE-SACS	SDW	JNM
6	6/27/04	REVISED BULK STD. PER CITY OF G. J. REVIEW	SDW	JNM

THOMPSON-LANGFORD CORP.
ENGINEERS AND LAND SURVEYORS
609 1/2 S. 1/2 RD., SUITE 200
GRAND JUNCTION, COLORADO
PH. (970) 243-6057
FAX (970) 241-2845
tlo@tloreal.com

PARADISE HILLS PARTNERSHIP
SUMMER HILL
REVISED PRELIMINARY PLAN

*Proposed
2004*

May 21, 2004

David Thornton, Planner
Community Development Dept
City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501

RECEIVED

MAY 25 2004

COMMUNITY DEVELOPMENT
DEPT.



Dear David:

As we discussed on the phone recently Bray and Company is in the process of planning and ultimately developing Filing #5 in SummerHill Subdivision. As you recall, filing #5 includes the road connection to the larger homes in filing #3. Also, we have agreed to provide a construction road access at the terminus of the existing SummerHill Way to filing #3 and have encouraged our builders to use this construction access.

In our development of filing #5 it will be necessary to close this construction access for a period of hopefully no more than 60 days. We are anticipating this period beginning somewhere around the middle of July through the middle of September. This will be necessary to construct sewer and water lines and pave such streets. There is no other access available for construction related vehicles in this period of time other than to the east of filing #3 over Lanai Drive and Haven Crest streets.

At the completion of Spring Crossing in filing #5 plan, we will again encourage any construction access to filing #3 across SummerHill Way and Spring Crossing.

For your information the construction road access has been in place for approximately 3 years now and this access way will be available again after completion of our new Spring Crossing Road. I wanted to advise you of this matter so that all appropriate authorities will have the necessary information.

Please call if you should have any questions.

Sincerely,

Robert L. Bray, CEO
Bray and Company

RLB/ma

Enc.

"WE COVER THE WESTERN SLOPE"

□ **GLENWOOD SPRINGS**
1429 Grand #103
Glenwood Springs, CO 81601
(970) 945-8626

□ **GRAND JUNCTION**
1015 North 7th Street
Grand Junction, CO 81501
(970) 242-3647

□ **DELTA**
540 Main. Ste. 105
Delta, CO 81416
(970) 874-0550

□ **MONTROSE**
1140 S. Townsend
Montrose, CO 81401
(970) 249-4666

[illegible]

CITY OF GRAND JUNCTION

ORDINANCE NO. ____

**AN ORDINANCE AMENDING ORDINANCE NO. 3136 TO INCLUDE ADDITIONAL
PROPERTY AND ESTABLISH UNDERLYING ZONING AND BULK STANDARDS
FOR SUMMER HILL PLANNED DEVELOPMENT**

Recitals:

Summer Hill was zoned PD (Planned Development) and a Preliminary Plan approved in 1999. The approval was for a total of 201 dwelling units in 8 filings. Filings 1 through 4 have been approved and recorded. The developer is now requesting an amendment to the PD zoning to include additional property, establish bulk requirements and establish an underlying zoning.

In cooperation with the development to the west, Grand Vista Subdivision, it was determined that it would be in the best interest of both projects to adjust property lines in accordance with the natural boundary created by Leach Creek. This results in 1.546 acres being added to the Summer Hill Planned Development. The additional acreage allows for increasing the size of lots and open space.

The original ordinance zoning Summer Hill PD (Planned Development) did not include an underlying zoning or bulk requirements. This ordinance will amend Ordinance No. 3136 to include two underlying zone districts, RSF-4 and RMF-8, which will cover circumstances that are not addressed by the approved standards in the PD ordinance. It will also include the approved bulk standards for the PD, which includes a provision to allow patios/decks and patio shade covers within limited rear and side yard setback areas.

The Planning Commission and City Council find that the request is in compliance with the Zoning and Development Code and Growth Plan.

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

That the land described below is hereby rezoned to PD (Planned Development) and included as part of the Summer Hill Subdivision Planned Development.

Tract 4, Grand Vista Filing 2, a plat recorded in the Mesa County Clerk and
Recorders Office at Reception No. 2094236, Mesa County, Colorado

And;

That Ordinance No. 3136 is hereby amended to include the above property, as well as the original Summer Hill development as described in Ordinance No. 3136; establish underlying zone districts of RSF-4 for detached single family uses and RMF-8 for attached single family uses; and establish the following bulk standards:

SINGLE FAMILY DETACHED FILINGS

Minimum Lot Area: 14,000 SF
Minimum Street Frontage: 40 FT
Minimum Building Height: 32 FT
Minimum Side Yard (Principal Structure): 10 FT
Minimum Side Yard (Accessory Structure): 3 FT
Minimum Rear Yard (Principal Structure): 30 FT
Minimum Rear Yard (Accessory Structure): 10 FT
Minimum Rear Yard (Deck): 0 FT
Minimum Front Yard: 20 FT
Maximum Building Coverage: 30%

SINGLE FAMILY ATTACHED FILINGS

Minimum Lot Area: 4,500 SF
Minimum Street Frontage: 20 FT
Minimum Building Height: 32 FT
Minimum Lot Width: 30 FT
Minimum Side Yard (Principal Structure): 7 FT
Minimum Side Yard (Accessory Structure): 3 FT
Minimum Rear Yard (Principal Structure): 15 FT
Minimum Rear Yard (Accessory Structure): 10 FT
Minimum Front Yard: 20 FT
Maximum Building Coverage: 50%
Minimum Rear Yard (Deck):

In the rear yard beginning twenty feet back from the front of the house:

- Open and uncovered decks and concrete slab patio areas located on the ground level of the home shall have a rear and side yard (including common wall property line) setback of zero feet.
- Open and covered (including overhang) decks and concrete slab patio areas located on the ground level of the home shall have a rear and side yard (including common wall property line) setbacks of zero feet for the deck or concrete slab, three feet for all support columns and one foot for the overhang.

INTRODUCED for FIRST READING and PUBLICATION this ____ day of June, 2004.

PASSED on SECOND READING this ____ day of _____, 2004.

ATTEST:

City Clerk

President of City Council

Attach 8

Rename Glenwood Avenue to Glenwood Drive

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject		Rename Glenwood Avenue to Glenwood Drive						
Meeting Date		June 16, 2004						
Date Prepared		June 2, 2004				File # MSC-2004-034		
Author		Ronnie Edwards		Associate Planner				
Presenter Name		Ronnie Edwards		Associate Planner				
Report results back to Council		X	No		Yes	When		
Citizen Presentation			Yes	X	No	Name		
	Workshop	X	Formal Agenda			X	Consent	
							Individual Consideration	

Summary: Resolution to rename Glenwood Avenue located in Orchard Mesa to Glenwood Drive.

Budget: N/A

Action Requested/Recommendation: Consideration and approval of a Resolution renaming Glenwood Avenue to Glenwood Drive.

Background Information: Please see attached Staff report

Attachments:

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Resolution

BACKGROUND INFORMATION				
Location:		Orchard Mesa between Linden Avenue and Palisade Street north of Hwy 6 & 50		
Applicant:		Grand Junction Fire Department		
Existing Land Use:		Single Family Residential		
Proposed Land Use:		Single Family Residential		
Surrounding Land Use:	North	Single Family Residential		
	South	Single Family Residential		
	East	Single Family Residential		
	West	Single Family Residential		
Existing Zoning:		RMF-8		
Proposed Zoning:		RMF-8		
Surrounding Zoning:	North	RMF-8		
	South	RMF-8		
	East	RMF-24		
	West	RMF-8		
Growth Plan Designation:		Residential Medium (4-8 du/ac)		
Zoning within density range?		N/A	Yes	No

Project Analysis:

1. Background:

The request originated from the Grand Junction Fire Department as the existing street name of Glenwood Avenue located in Orchard Mesa is causing some confusion. The street name of Glenwood Avenue is a duplication of the street located one block north of North Avenue.

A petition was drawn up by the Fire Department and was presented to the seven residents for signatures. All but one of the residents signed the petition. The Fire Department stated that all of the other residents were very supportive of the name change to Glenwood Drive.

Section 6.2.B.3.5 states existing streets and roads not conforming or inconsistent to the addressing system shall be made conforming as the opportunity occurs. The benefit derived by the community would be the alleviation of confusion for our emergency response providers. The proposed name change will not impact adjacent land uses or neighborhood stability or character. The proposal is in conformance with the Growth Plan and requirements of the Zoning and Development Code.

STAFF RECOMMENDATION:

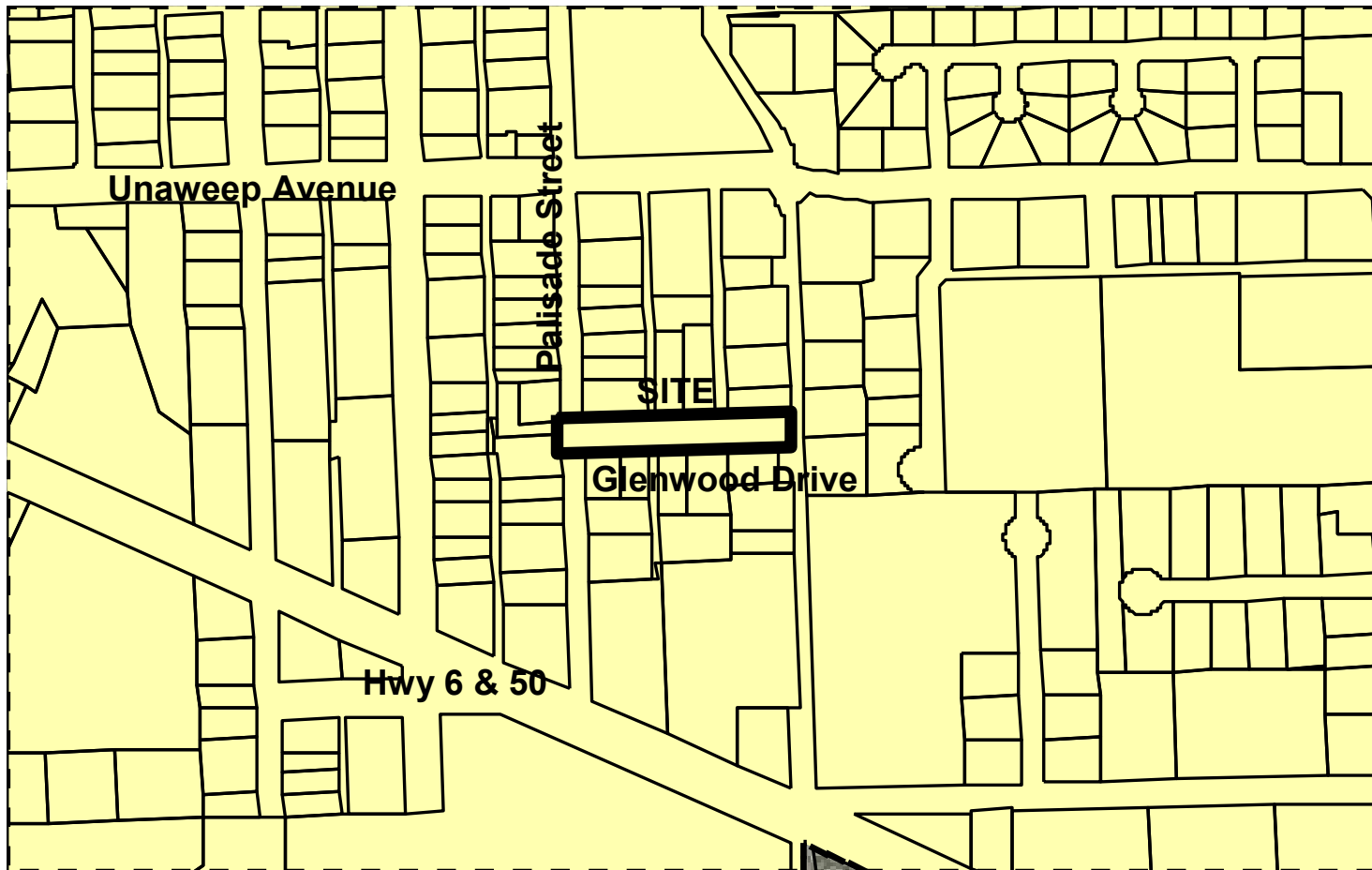
Staff recommends that the City Council approve the resolution renaming Glenwood Avenue in Orchard Mesa to Glenwood Drive.

Attachments:

Site Location Map
Aerial Map
Future Land Use Map
Existing Zoning Map
Resolution

Site Location Map

Figure 1



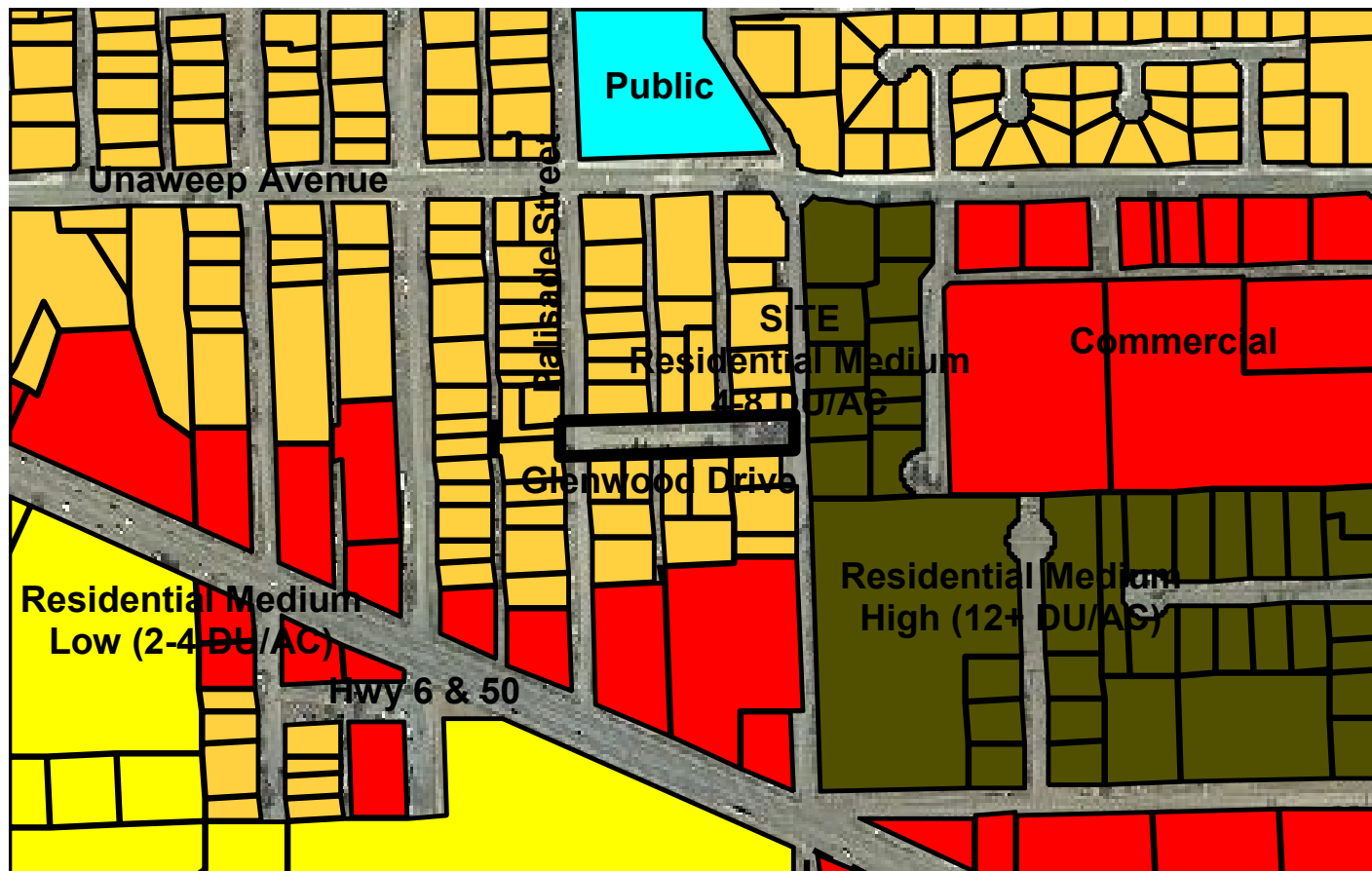
Aerial Photo Map

Figure 2



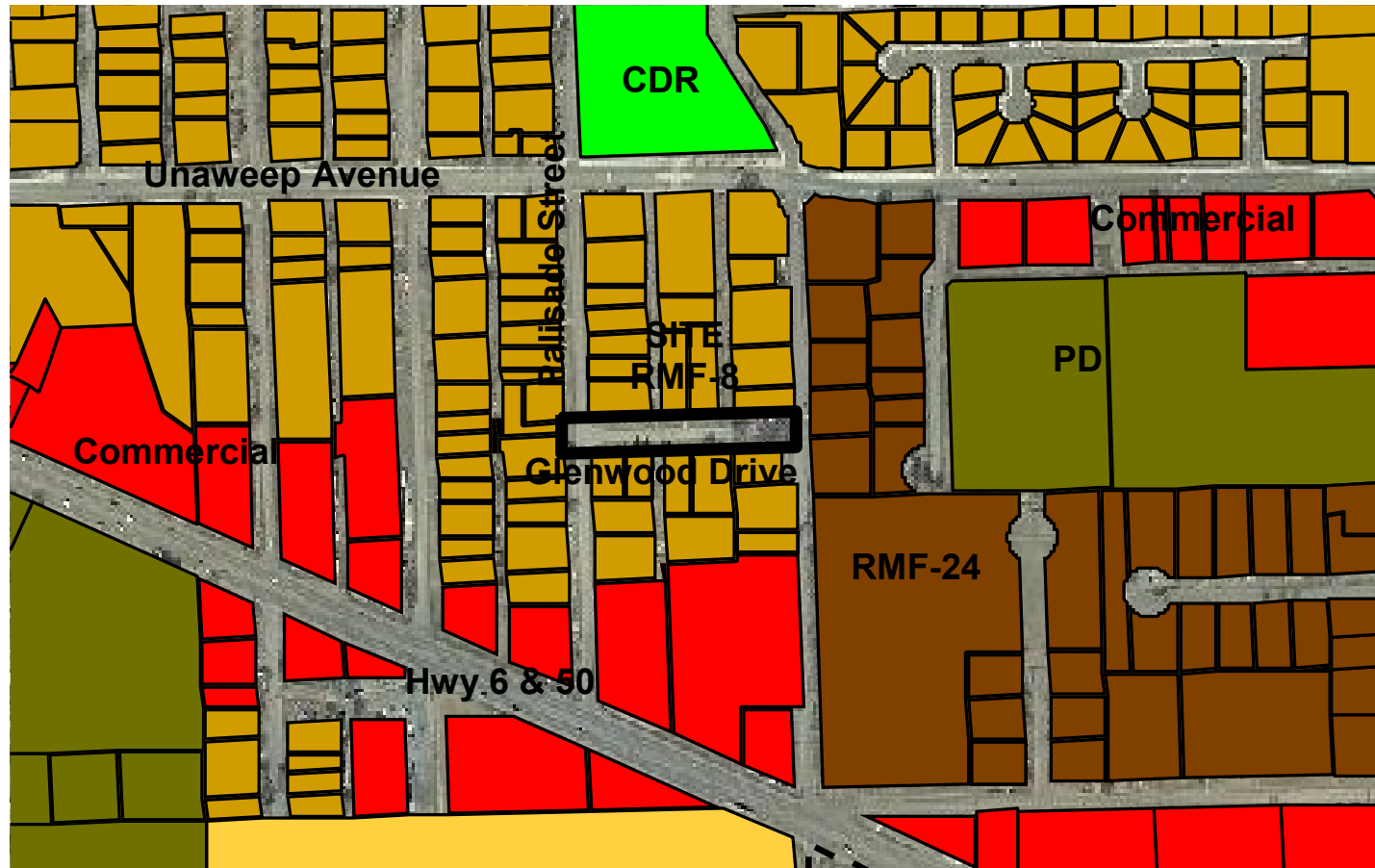
Future Land Use Map

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

RESOLUTION NO. _____

A RESOLUTION RENAMING GLENWOOD AVENUE
IN ORCHARD MESA TO GLENWOOD DRIVE

Recitals.

The existing street name of Glenwood Avenue located in Orchard Mesa between Linden Avenue and Palisade Street is causing some confusion with our emergency response providers. The street name of Glenwood Avenue is a duplication of the street located one block north of North Avenue. The Grand Junction Fire Department and the residents request the name change to Glenwood Drive.

Section 6.2.B.3.5 states that existing streets and roads not conforming or inconsistent to the addressing system shall be made conforming as the opportunity occurs. The benefit derived by the community would be the alleviation of confusion for our emergency response providers. The proposed name change will not impact adjacent land uses.

The proposal is in conformance with the Growth Plan and requirements of the Zoning and Development Code.

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

That the name of the right-of-way of Glenwood Avenue in Orchard Mesa, as described in this resolution is hereby changed to Glenwood Drive.

ADOPTED AND APPROVED THIS 16th day of June, 2004.

ATTEST:

Stephanie Tuin
City Clerk

Bruce Hill
President of City Council

Attach 9

Rename 27 ½ Road to 27 ½ Court

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Rename 27 ½ Road to 27 ½ Court					
Meeting Date		June 16, 2004					
Date Prepared		June 2, 2004				File # MSC-2004-109	
Author		Ronnie Edwards		Associate Planner			
Presenter Name		Ronnie Edwards		Associate Planner			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X	Formal Agenda			X	Consent
							Individual Consideration

Summary: Resolution to rename a section of 27 ½ Road located south of G Road to 27 ½ Court.

Budget: N/A

Action Requested/Recommendation: Consideration and approval of a Resolution renaming the north/south section 27 ½ Road to 27 ½ Road Court.

Background Information: Please see attached Staff report

Attachments:

7. Staff report/Background information
8. General Location Map
9. Aerial Photo
10. Growth Plan Map
11. Zoning Map
12. Resolution

BACKGROUND INFORMATION				
Location:		South of G Road and East of Horizon Drive		
Applicant:		City of Grand Junction		
Existing Land Use:		Single Family Residential		
Proposed Land Use:		Single Family Residential		
Surrounding Land Use:	North	Restaurant and Hotel		
	South	Single Family Residential and Church Facility		
	East	Single Family Residential		
	West	Single Family Residential and Vacant land		
Existing Zoning:		Planned Development		
Proposed Zoning:		Planned Development		
Surrounding Zoning:	North	Light Commercial		
	South	Planned Development and RSF-4		
	East	Planned Development and RSF-4		
	West	Planned Development		
Growth Plan Designation:		Residential Medium Low (2-4 du/ac) and Mixed Use		
Zoning within density range?		N/A	Yes	No

Project Analysis:

1. Background:

The request originated from the City Council public hearing regarding the extension request for the Etter/Epstein Planned Development approval (#ODP-2000-058). An affected resident expressed concern that the previous relocation of the 27 ½ Road public right-of-way created two short street segments both named 27 ½ Road. The street name of 27 ½ Court is proposed for the street segment running north and south and dead ends into G Road, allowing the new section of right-of-way created running northwest and intersects Horizon Drive to remain 27 ½ Road.

The Community Development Department has notified all residents of the timing of the proposed change and neighborhood support has been expressed.

Section 6.2.B.3.5 states that existing streets and roads not conforming or inconsistent to the addressing system shall be made conforming as the opportunity occurs. The benefit derived by the community would be the alleviation of confusion for our emergency response providers, delivery services and the adjacent residents. The proposed name change will not impact adjacent land uses or neighborhood stability or character.

The proposal is in conformance with the Growth Plan and requirements of the Zoning and Development Code.

STAFF RECOMMENDATION:

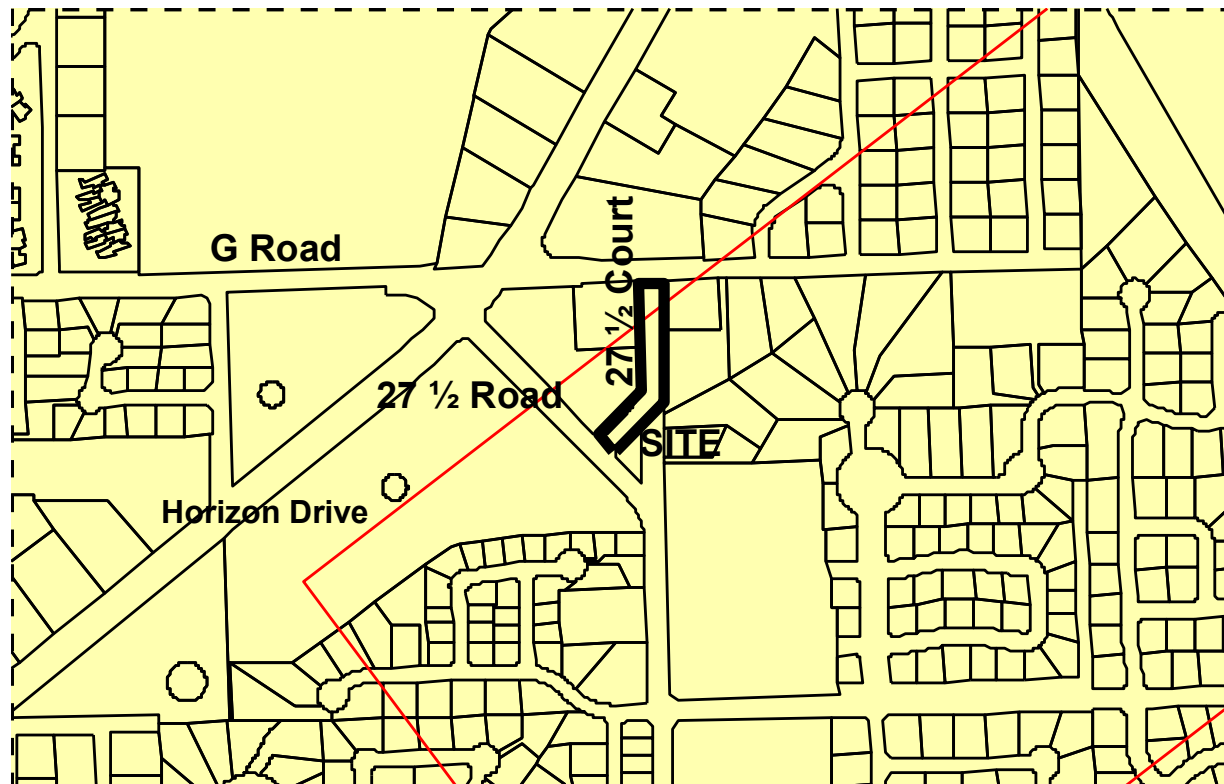
Staff recommends that the City Council approve the resolution renaming the north/south segment of 27 ½ Road to 27 ½ Court.

Attachments:

Site Location Map
Aerial Map
Future Land Use Map
Existing Zoning Map
Resolution

Site Location Map

Figure 1



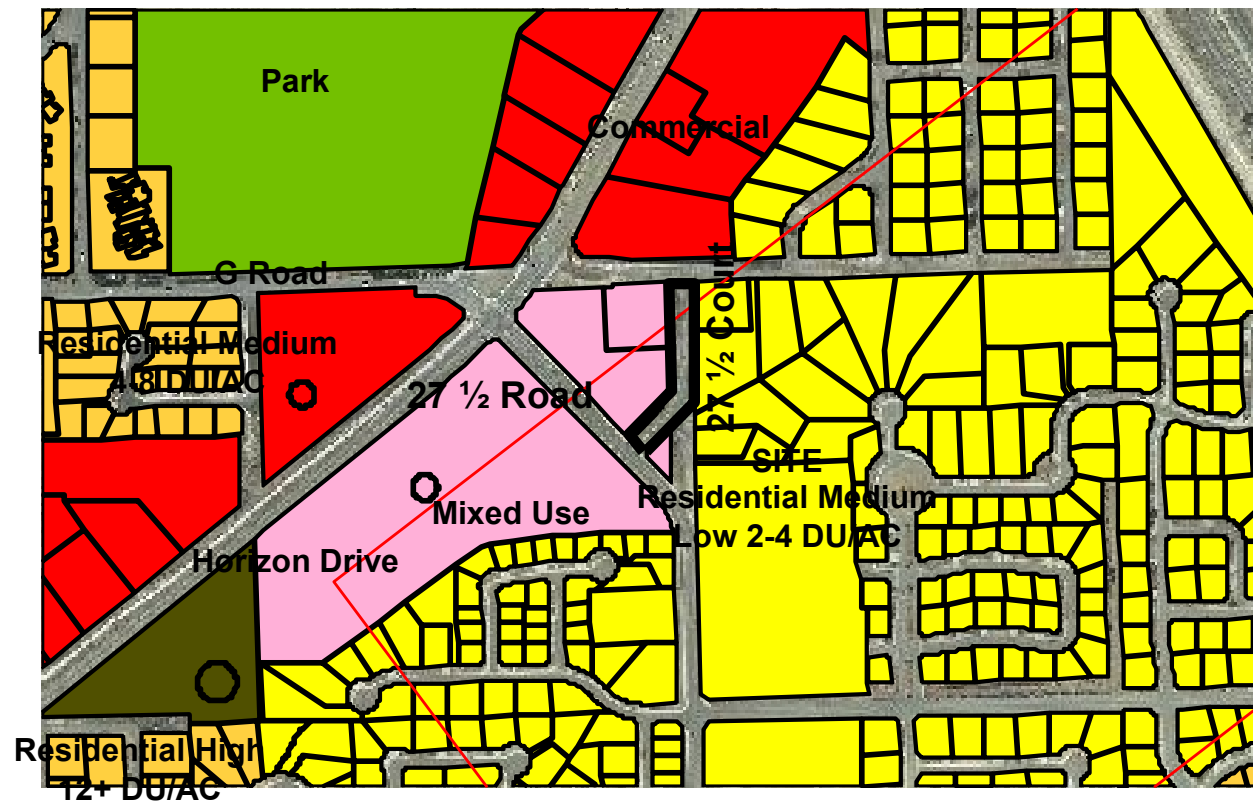
Aerial Photo Map

Figure 2



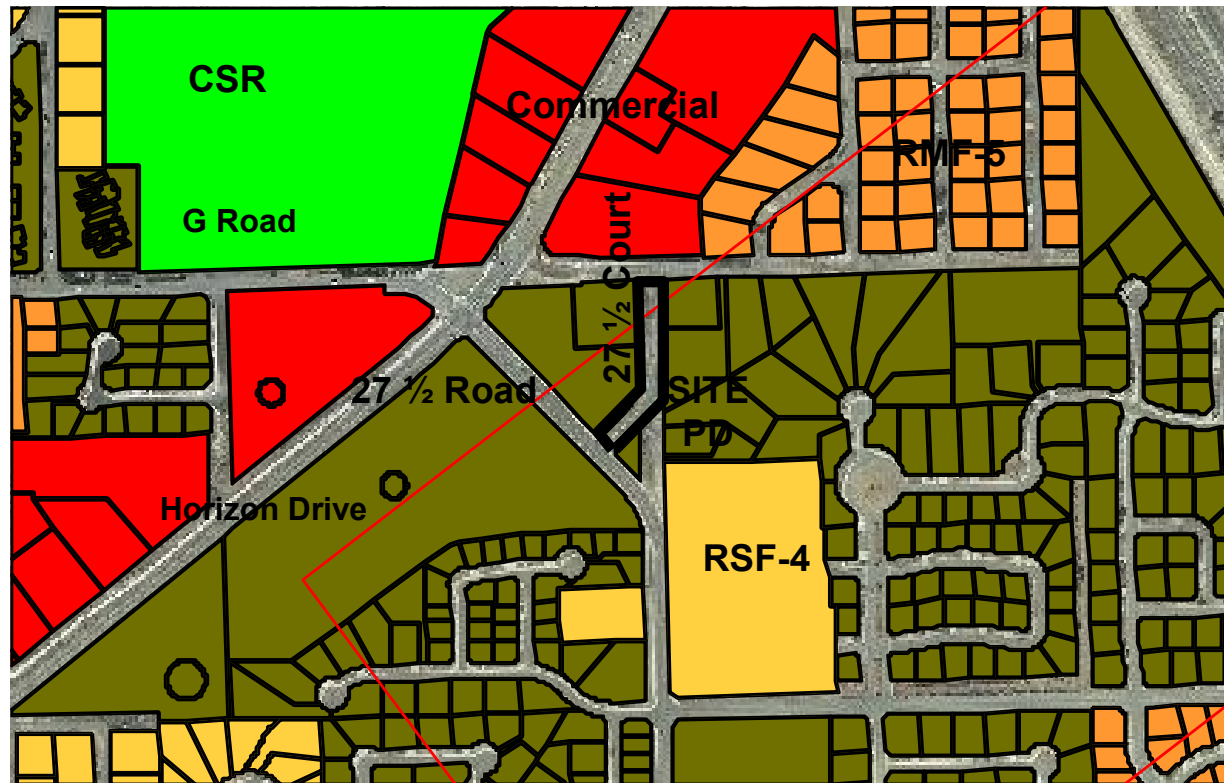
Future Land Use Map

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

RESOLUTION NO. _____

A RESOLUTION RENAMING THE NORTH/SOUTH SEGMENT OF 27 ½ ROAD TO 27 ½ COURT LOCATED SOUTH OF G ROAD

Recitals.

The relocation of public right-of-way has created two short street segments both named 27 ½ Road and is causing confusion. The street name of 27 ½ Court is proposed for the street segment running north and south and dead ends into G Road, allowing the new section of right-of-way created running northwest and intersects Horizon Drive to remain 27 ½ Road.

The Community Development Department would notify all residents of the timing of the proposed change and neighborhood support has been expressed.

Section 6.2.B.3.5 states that existing streets and roads not conforming or inconsistent to the addressing system shall be made conforming as the opportunity occurs. The benefit derived by the community would be the alleviation of confusion for our emergency response providers, delivery services and the adjacent residents. The proposed name change will not impact adjacent land uses or neighborhood stability or character.

The proposal is in conformance with the Growth Plan and requirements of the Zoning and Development Code.

To eliminate the confusion the residents and the Community Development Department have requested that the City Council rename the north/south segment of 27 ½ Road to 27 ½ Court.

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

That the name of the north/south segment of 27 ½ Road, as described in this resolution is hereby changed to 27 ½ Court.

ADOPTED AND APPROVED THIS 16th day of June. 2004.

ATTEST:

Stephanie Tuin
City Clerk

Bruce Hill
President of City Council

Attach 10

Vacate Water Line Utility Easement at 215 27 Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Vacate an abandoned water line utility easement, described in Book 175 at Page 219 of the Mesa County records, located at 215 27 Road							
Meeting Date		June 16, 2004							
Date Prepared		June 10, 2004					File #VE-2004-036		
Author		Lisa E. Cox, AICP				Senior Planner			
Presenter Name		As above				As above			
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda			X	Consent		Individual Consideration

Summary: Request approval of a resolution to vacate an abandoned water line utility easement, described in a document recorded in Book 175 at Page 219 of the Mesa County records, located at 215 27 Road. A new 15' utility easement will be dedicated where the existing Kannah Creek line is located.

Budget: N/A

Action Requested/Recommendation: Recommend City Council adopt the resolution to vacate.

Background Information: See attached staff report

Attachments:

Staff Report

Site Location Map (Figure 1)

Aerial Photo Map (Figure 2)

Future Land Use Map (Figure 3)

Existing City and County Zoning Map (Figure 4)

Resolution to Vacate Easement

STAFF REPORT / BACKGROUND INFORMATION				
Location:		215 27 Road		
Applicant:		SGH Company, LLC (David Behrhorst, Managing Partner)		
Existing Land Use:		Vacant		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Mining-Gravel Pit		
	East	Residential		
	West	Water Treatment Plant, vacant		
Existing Zoning:		RSF-4 and PUD (Mesa County)		
Proposed Zoning:		RSF-2 (Residential Single-Family, not to exceed 2 units/acre)		
Surrounding Zoning:	North	RSF-2 (City); RSF-4 (Mesa County)		
	South	RSF-4 (Mesa County)		
	East	RSF-4 (Mesa County)		
	West	CSR (City)		
Growth Plan Designation:		Residential Medium-Low, 2-4 units/acre		
Zoning within density range?		X	Yes	No

ANALYSIS:

1. Background

The property is located at the southwest corner of B ¼ Road and 27 Road. There is one residential structure on the site and two raw water lines that run from east to west through the property, including the Kannah Creek Water Line.

In anticipation of future development of the site, the applicant has requested vacation of an abandoned water line utility easement. City personnel has provided assistance to the property owner in potholing the existing water line to determine its actual location. The applicant will dedicate a new 15' easement where the actual water line is located to allow the City to maintain the line. The width and location of the easement required for the City to maintain the water line has been identified by City personnel.

2. Consistency with the Growth Plan

The requested vacation is consistent with the goals and policies of the Growth Plan and the Future Land Use Map, particularly as those policies relate to the provision of public utilities and services.

3. Consistency with the Orchard Mesa Neighborhood Plan

The request to vacate is consistent with the goals and policies of the Orchard Mesa Neighborhood Plan, as amended and updated, Summer, 2000.

4. Section 2.11.c of the Zoning and Development Code

Requests to 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 request to vacate the utility easement associated with an abandoned water line conforms to City requirements, plans and policies.*
- b. No parcel shall be landlocked as a result of the vacation. *There is no parcel that will be landlocked.*
- 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 shall not be impacted as a result of the request to vacate.*

- 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). *No adverse impacts have been identified. The applicant shall dedicate a new 15' utility easement in a location identified by City personnel which will allow the City to maintain the existing water line.*
- 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 provision of services shall be improved with the dedication of the new 15' utility easement which will allow appropriate maintenance of the existing water line.*
- f. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc. *The City will benefit from dedication of the new easement which accurately reflects the location of the existing water line.*

FINDINGS OF FACT/CONCLUSIONS

After reviewing the SGH Easement Vacation application, VE-2004-036, request for the vacation of an easement, the Planning Commission made the following findings of fact and conclusions:

- 3. The requested easement vacation is consistent with the Growth Plan and Future Land Use Map and the Orchard Mesa Neighborhood Plan, as amended and updated in 2000.
- 4. The requested easement vacation is consistent with the Orchard Mesa Neighborhood Plan, as amended and updated in 2000.
- 5. The review criteria in Section 2.11.C of the Zoning and Development Code have all been met.

PLANNING COMMISSION RECOMMENDATION:

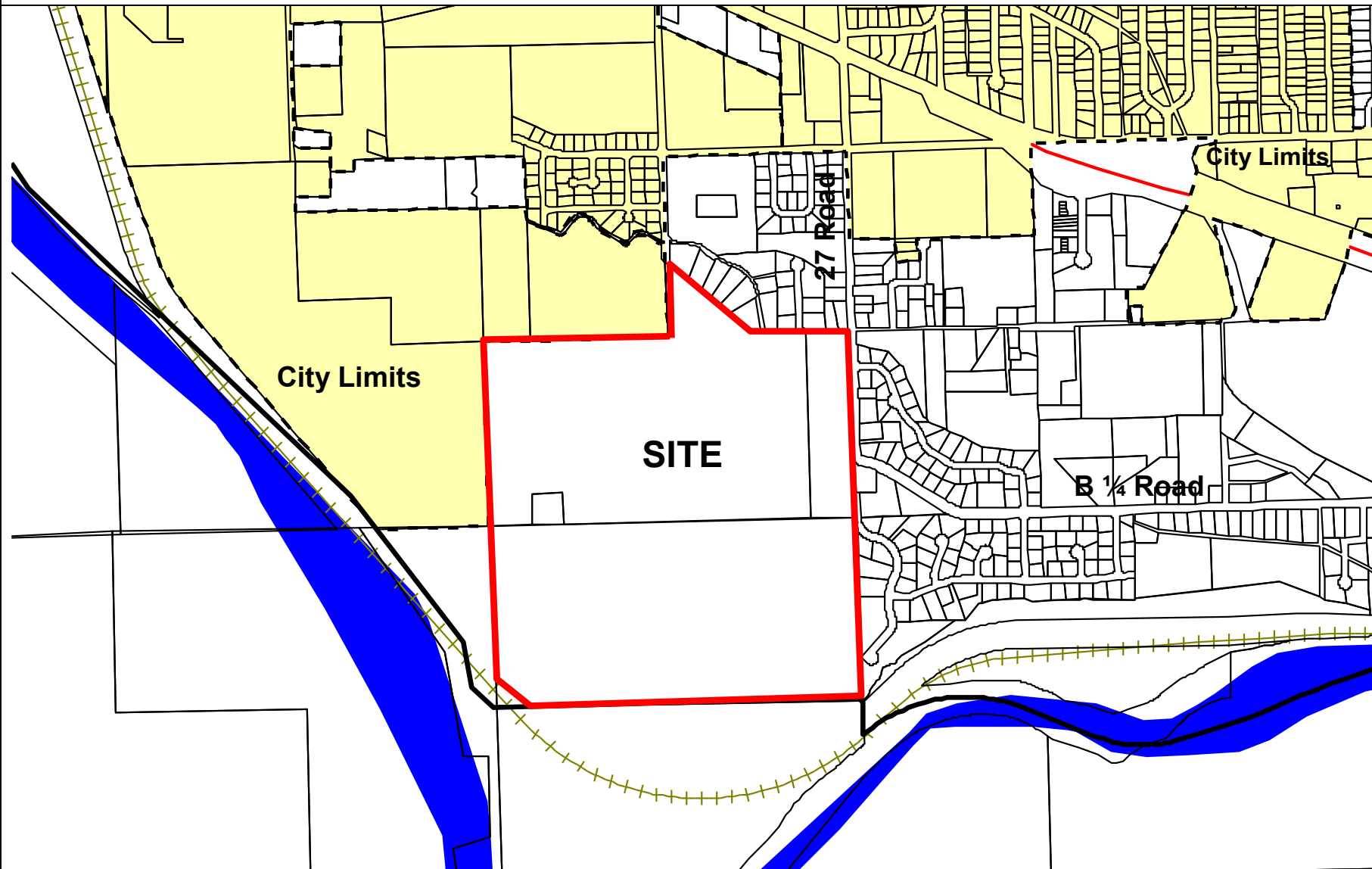
The Planning Commission made a recommendation of approval of the request to vacate an abandoned water line utility easement with the findings and conclusions listed above.

Attachments:

Figure 1: Site Location Map
Figure 2: Aerial Photo Map
Figure 3: Future Land Use Map
Figure 4: Existing City and County Zoning Map
Resolution to Vacate Easement

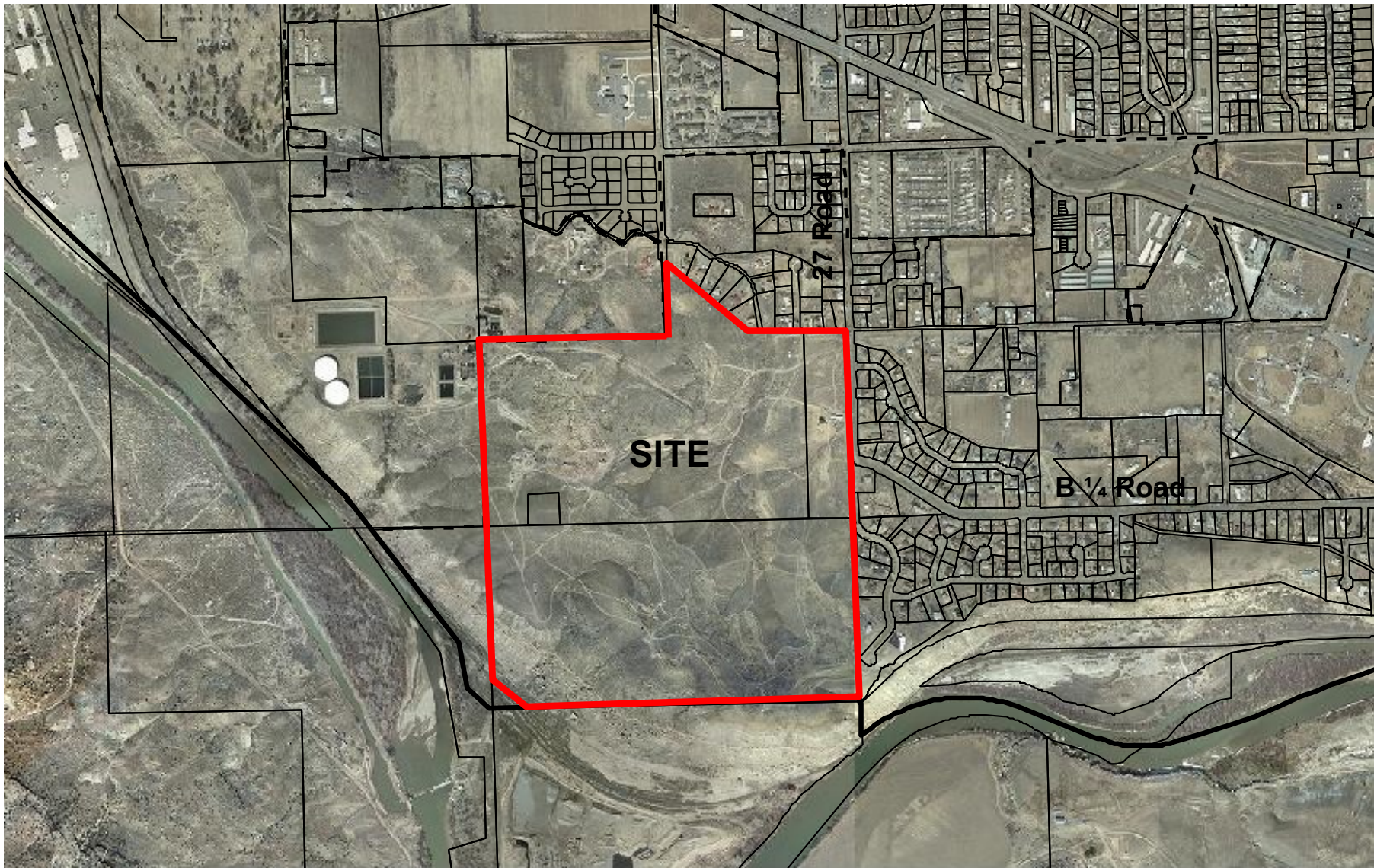
Site Location Map

Figure 1



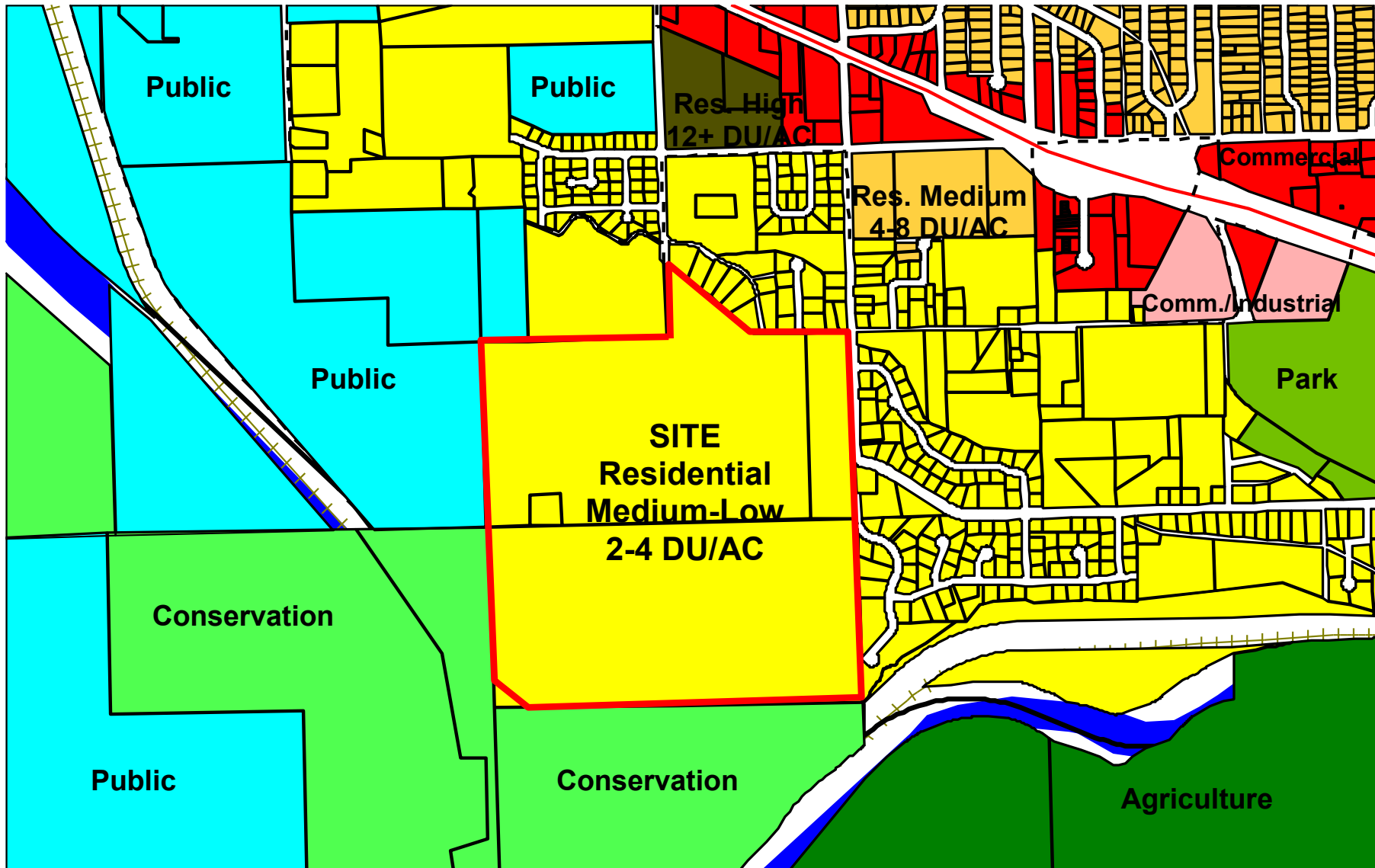
Aerial Photo Map

Figure 2



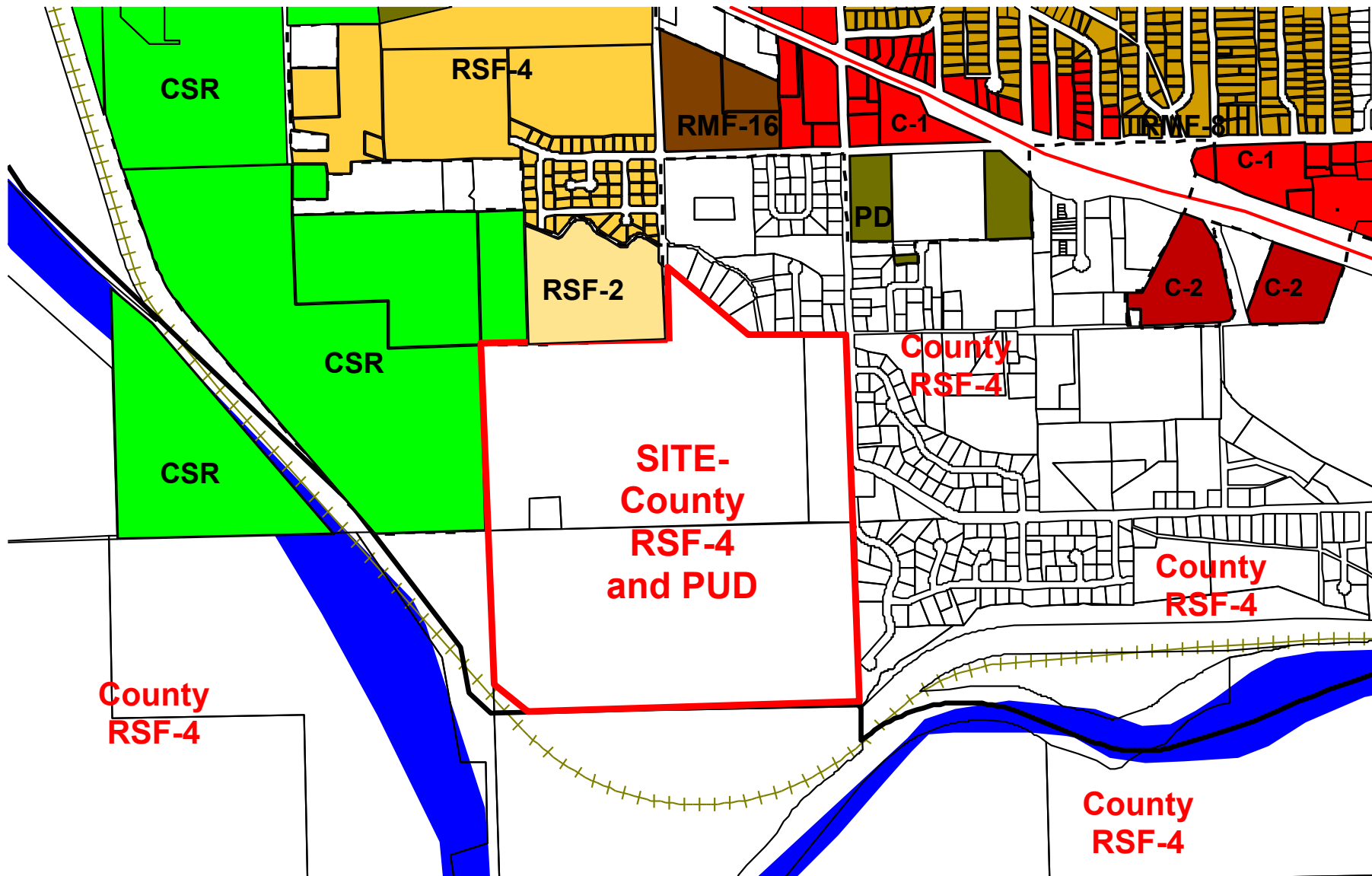
Future Land Use Map

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."

CITY OF GRAND JUNCTION
Resolution No. _____

A Resolution Vacating a Utility Easement Located at 215 27 Road (SGH
Easement Vacation)

RECITALS:

This resolution vacates the abandoned City of Grand Junction water line utility easement described in a document recorded at Book 175, Page 219 of the Mesa County records, located at 215 27 Road. The utility easement is not located in the correct location and is no longer necessary due to anticipated development of the property. A new 15' utility easement will be dedicated where the existing water line is located to allow the City of Grand Junction to maintain the water line.

The Planning Commission, having heard and considered the request and found the criteria of Section 2.11.C of the Zoning Code to have been met, recommend that the vacation be approved.

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

The following described easement is hereby vacated subject to the listed conditions:

1. Applicant shall pay all recording/documentation fees for the Vacation Resolution, any easement documents and dedication documents.
2. Any required utility easement(s) be dedicated concurrently with the recordation of the final plat with the first filing of development.

EASEMENT VACATION DESCRIPTION:

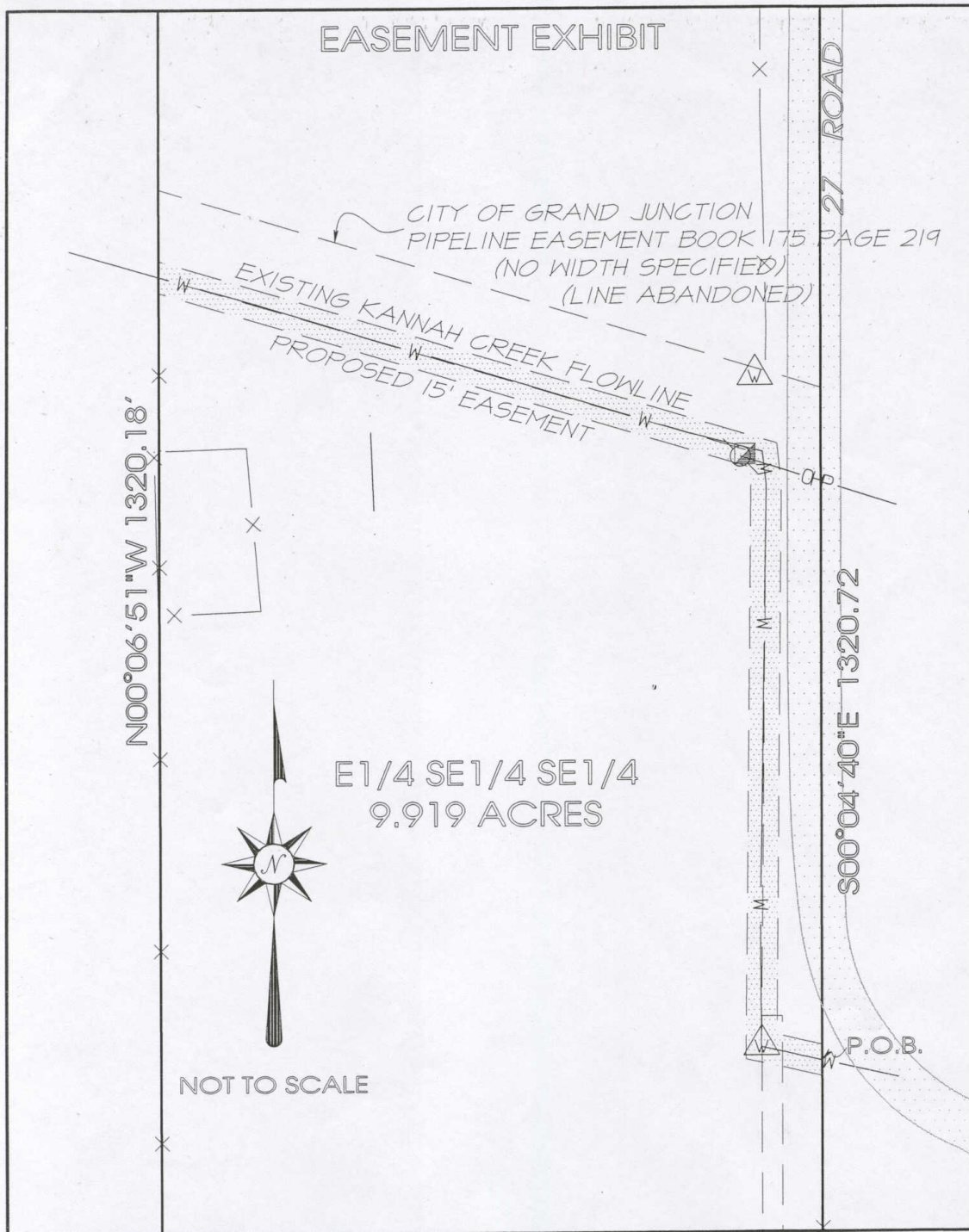
That easement described in a document recorded in Book 175 at Page 219 of the Mesa County records and as shown on the attached Easement Exhibit.

PASSED and ADOPTED this _____ day of _____, 2004.

ATTEST:

President of City Council

City Clerk



Attach 11

Setting a Hearing Red Tail Ridge II Annexation

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Setting a hearing for the Red Tail Ridge II Annexation located at South and West of Buena Vista Dr. on Orchard Mesa.							
Meeting Date		June 16, 2004							
Date Prepared		June 8, 2004					File #ANX-2004-094		
Author		Senta L. Costello			Associate Planner				
Presenter Name		Senta L. Costello			Associate Planner				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda			X	Consent		Individual Consideration

Summary: Resolution referring a petition for annexation and introduction of a proposed ordinance. The 19.7655 acre Red Tail Ridge II Annexation consists of 2 parcels. The Annexation is planned for development into a single family residential subdivision in the future.

Budget: N/A

Action Requested/Recommendation: Approval of the Resolution of Referral, accepting the Red Tail Ridge II Annexation petition and introduce the proposed Red Tail Ridge II Annexation Ordinance, exercise land use jurisdiction immediately and set a hearing for July 21, 2004

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 Referring Petition
8. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		South and West of Buena Vista Dr on Orchard Mesa		
Applicants:		Owner/Developer: La Cima II LLC – Jay Kee Jacobson Representative – Ciavonne & Associates – Ted Ciavonne		
Existing Land Use:		Vacant		
Proposed Land Use:		Single Family Residential		
Surrounding Land Use:	North	Single Family Residential		
	South	Vacant		
	East	Single Family Residential		
	West	Vacant		
Existing Zoning:		County RSF-R		
Proposed Zoning:		City RSF-4		
Surrounding Zoning:	North	County AFT & City RSF-4		
	South	County AFT & PUD		
	East	County AFT & City RSF-4		
	West	County AFT & PUD		
Growth Plan Designation:		Residential Medium Low 2-4 du/ac		
Zoning within density range?		X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of 19.7655 acres of land and is comprised of 2 parcels. The property owners have requested annexation into the City as the result of needing a rezone in the County to subdivide the property for a single family residential development. Under the 1998 Persigo Agreement all rezones require 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 Red Tail Ridge II Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;

- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

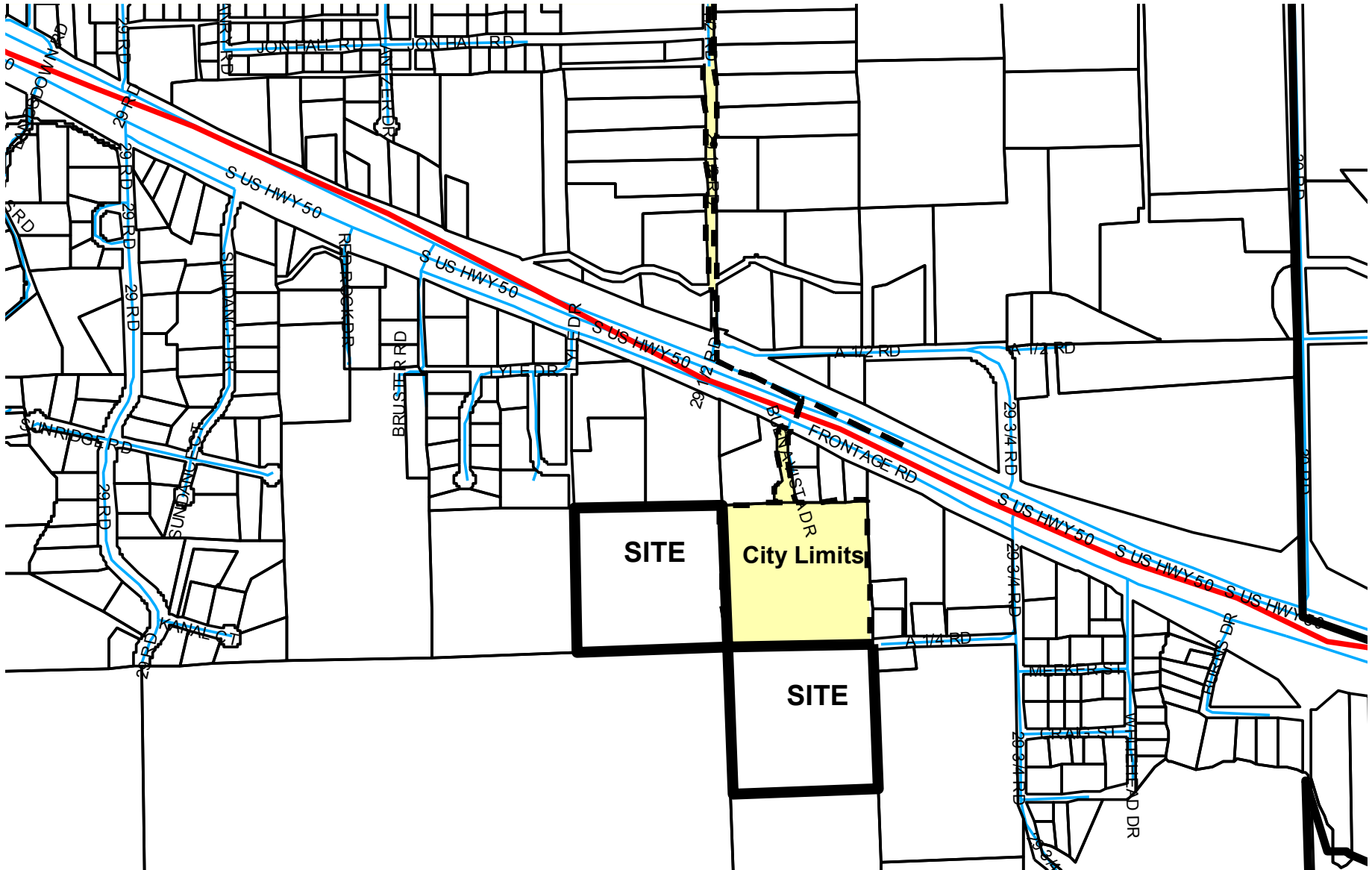
The following annexation and zoning schedule is being proposed.

<u>ANNEXATION SCHEDULE</u>	
June 16, 2004	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
June 22, 2004	Planning Commission considers Zone of Annexation
July 7, 2004	Introduction Of A Proposed Ordinance on Zoning by City Council
July 21, 2004	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
August 22, 2004	Effective date of Annexation and Zoning

<u>RED TAIL RIDGE II ANNEXATION SUMMARY</u>		
File Number:		ANX-2004-094
Location:		South and West of Buena Vista Dr on Orchard Mesa
Tax ID Number:		2943-323-00-173 / 2943-323-00-174
Parcels:		2
Estimated Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		0
Acres land annexed:		19.7655
Developable Acres Remaining:		19.7655
Right-of-way in Annexation:		None
Previous County Zoning:		County RSF-R
Proposed City Zoning:		City RSF-4
Current Land Use:		Vacant
Future Land Use:		Single Family Residential Subdivision
Values:	Assessed:	= \$960
	Actual:	= \$3310
Address Ranges:		N/A
Special Districts:	Water:	Ute Water
	Sewer:	Orchard Mesa Sanitation
	Fire:	Grand Junction Rural Fire
	Irrigation/Drainage :	Orchard Mesa Irrigation
	School:	School District #51
	Pest:	None

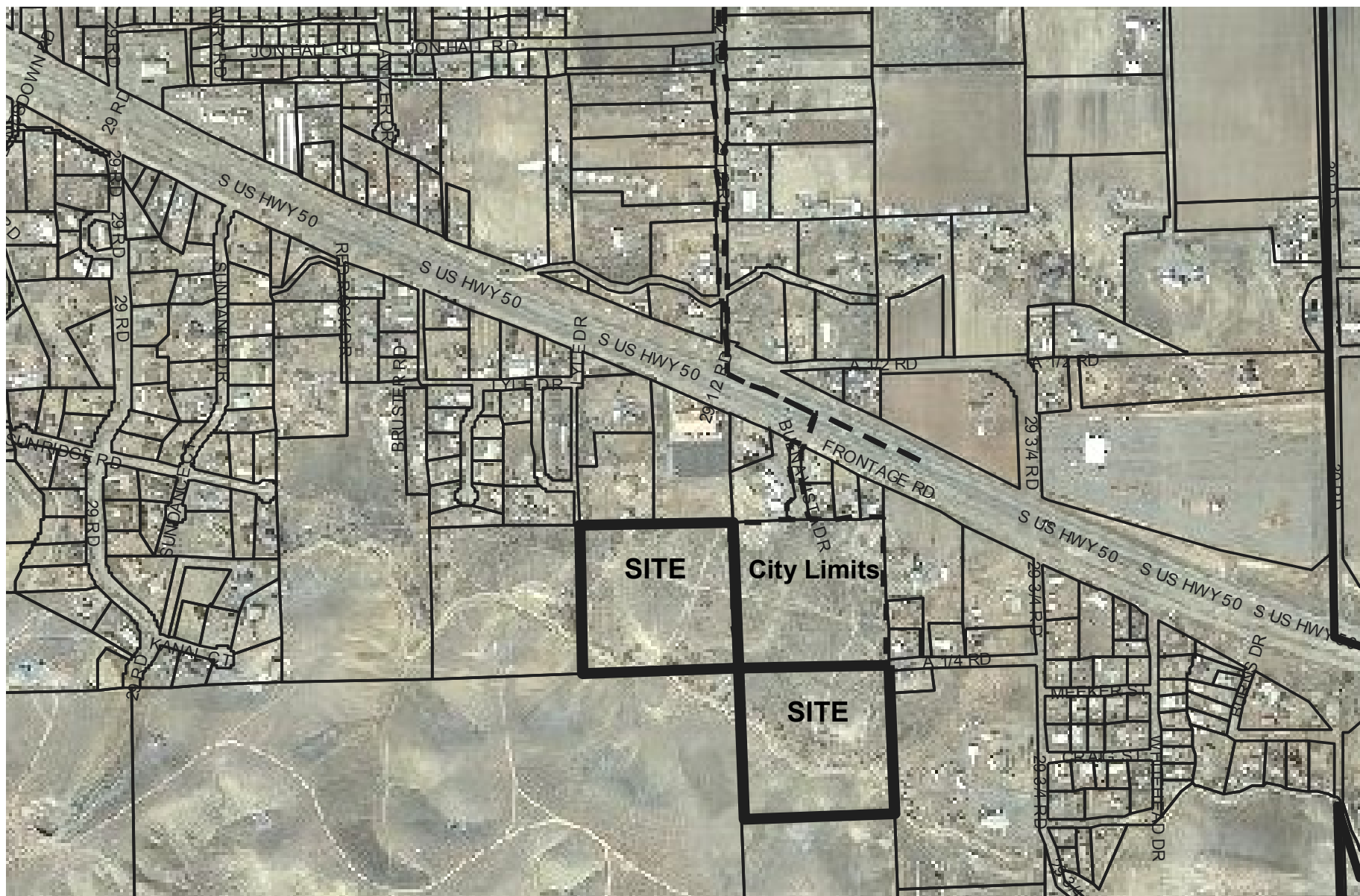
Site Location Map

Figure 1



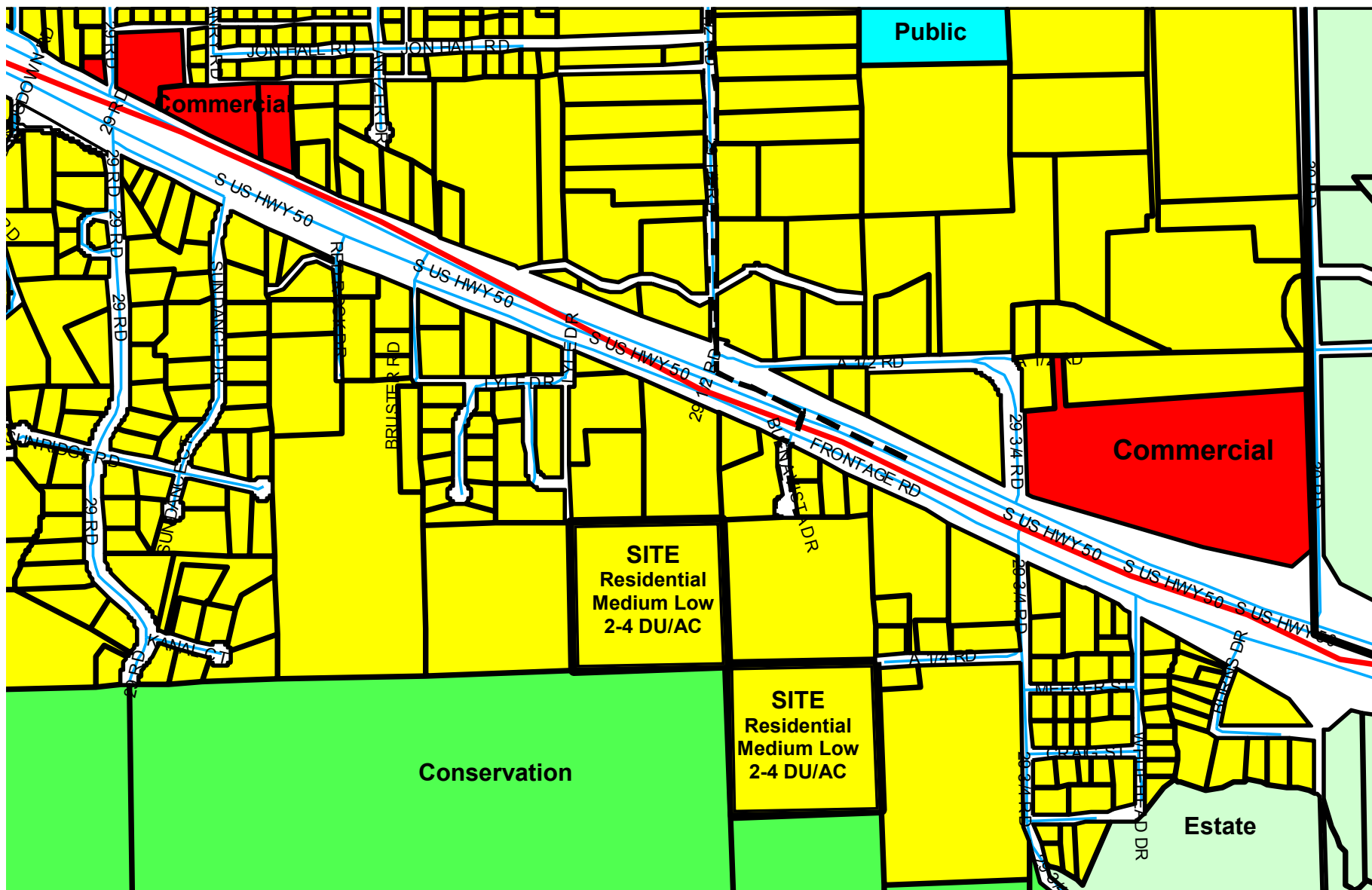
Aerial Photo Map

Figure 2



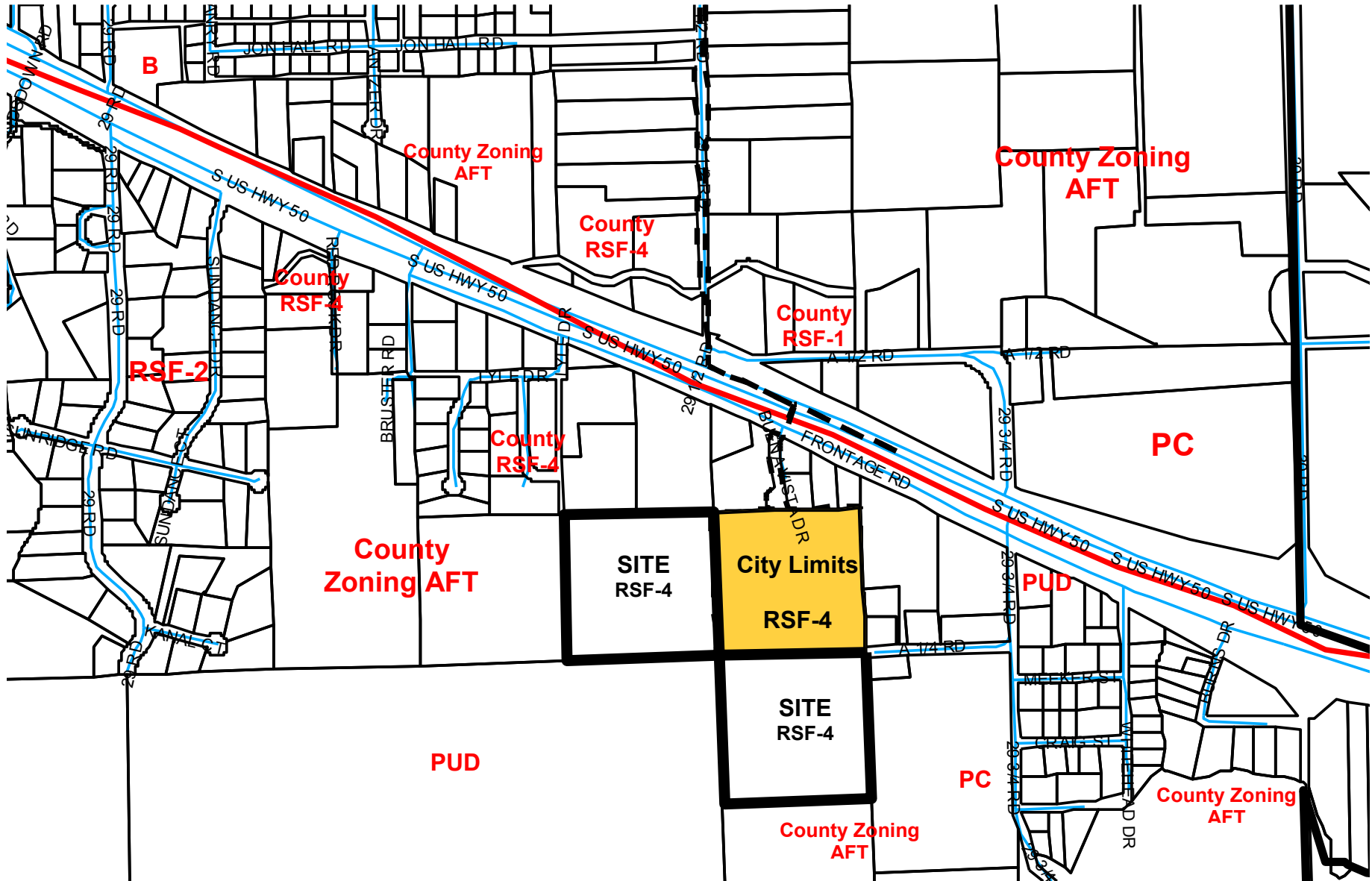
Future Land Use Map

Figure 3



Existing City and County Zoning

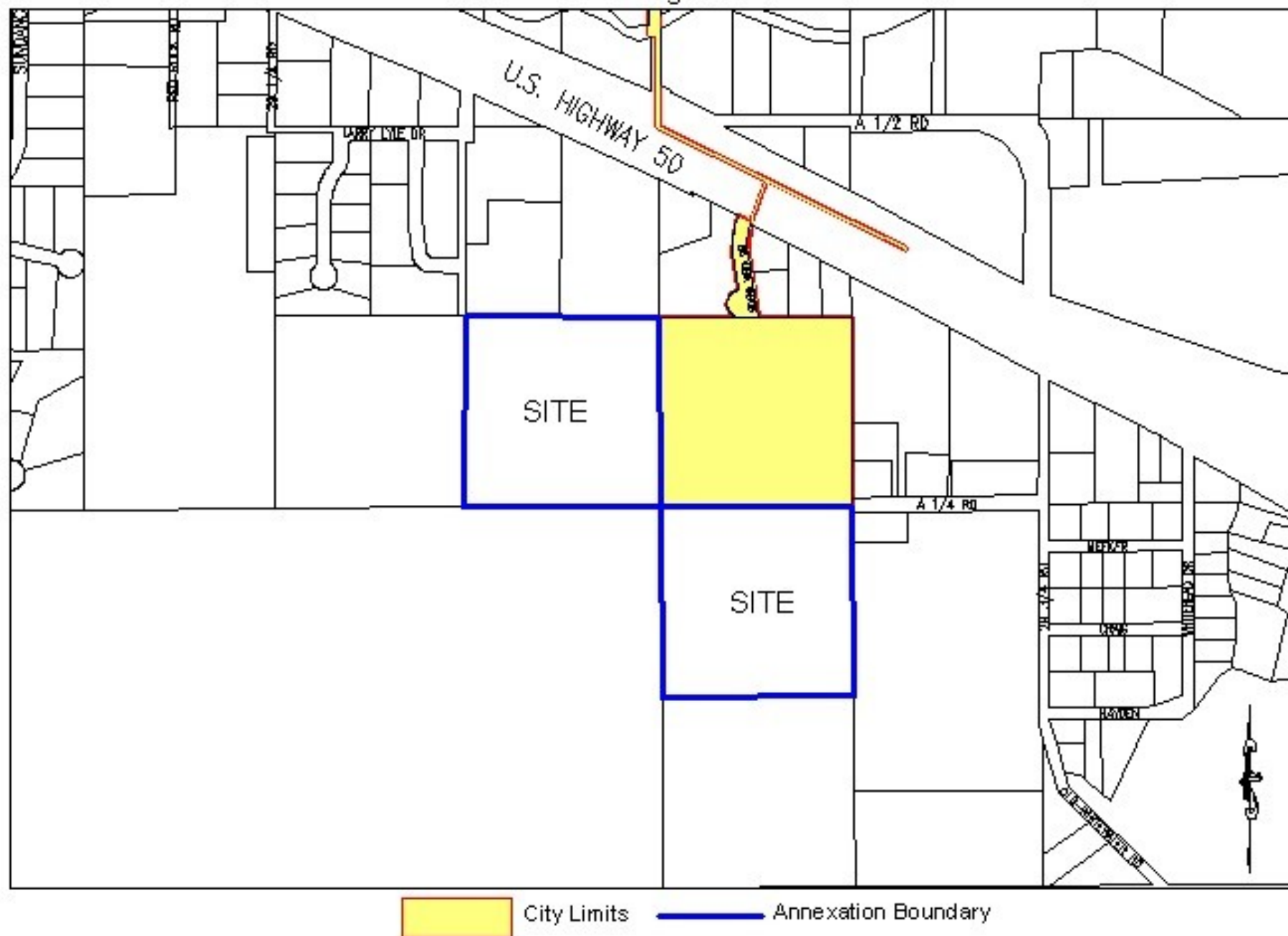
Figure 4



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."

Red Tail Ridge II Annexation

Figure 5



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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 16th of June, 2004, the following Resolution was adopted:

RESOLUTION NO. ____

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

RED TAIL RIDGE II ANNEXATION

LOCATED SOUTH AND WEST OF BUENA VISTA DRIVE.

WHEREAS, on the 16th day of June, 2004, 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:

RED TAIL RIDGE II ANNEXATION

Two certain parcels of land lying in Section 32, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

The Northwest Quarter of the Southwest Quarter of the Southeast Quarter (NW 1/4 SW 1/4 SE 1/4) of said Section 32, TOGETHER WITH, the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE 1/4 NE 1/4 SW 1/4) of said Section 32.

CONTAINING 19.7655 Acres, (860,985.5 Sq. Ft.) more or less, as described.

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

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

1. That a hearing will be held on the 21st day of July, 2004, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said

City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this 16th day of July, 2004.

Attest:

President of the Council

City Clerk

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

City Clerk

<i>DATES PUBLISHED</i>
June 18, 2004
June 25, 2004
July 2, 2004
July 9, 2004

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

RED TAIL RIDGE II ANNEXATION

APPROXIMATELY 19.7655 ACRES

LOCATED SOUTH AND WEST OF BUENA VISTA DRIVE

WHEREAS, on the 16th day of June, 2004, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 21st day of July, 2004; 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:

RED TAIL RIDGE II ANNEXATION

Two certain parcels of land lying in Section 32, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows: The Northwest Quarter of the Southwest Quarter of the Southeast Quarter (NW 1/4 SW 1/4 SE 1/4) of said Section 32, TOGETHER WITH, the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE 1/4 NE 1/4 SW 1/4) of said Section 32. CONTAINING 19.7655 Acres, (860,985.5 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 16th day of June, 2004 and ordered published.

ADOPTED on second reading this 21st day of July, 2004.

Attest:

President of the Council

City Clerk

Attach 12

Setting a Hearing on Zoning Peregrine

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Zoning the Peregrine Estates Annexation, located at 2157 S. Broadway to RSF-2.							
Meeting Date		June 16, 2004							
Date Prepared		June 7, 2004					File #ANX-2004-060		
Author		Senta L. Costello			Associate Planner				
Presenter Name		Senta L. Costello			Associate Planner				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda			X	Consent		Individual Consideration

Summary: Introduction of a proposed zoning ordinance to zone the Peregrine Estates Annexation RSF-2, located at 2157 S. Broadway.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed zoning ordinance and set a public hearing for July 7, 2004.

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				
Location:		2157 S Broadway		
Applicants:		Owner: Guy & Martha Stephens Developer/Representative: Ray Rickard – Peregrine Estates		
Existing Land Use:		1 Single Family Home		
Proposed Land Use:		Single Family Home subdivision		
Surrounding Land Use:	North	Riggs Hill		
	South	Single Family Residential		
	East	Single Family Residential		
	West	Wetlands		
Existing Zoning:		County RSF-2		
Proposed Zoning:		City RSF-2		
Surrounding Zoning:	North	City RSF-R & CSR		
	South	County RSF-2		
	East	County RSF-2		
	West	County RSF-2		
Growth Plan Designation:		Residential Low ½ -2 ac/du		
Zoning within density range?		X	Yes	No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the RSF-2 district is consistent with the Growth Plan density of Residential Low ½ - 2 ac/du. The existing County zoning is RSF-2. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be 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 policies 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.

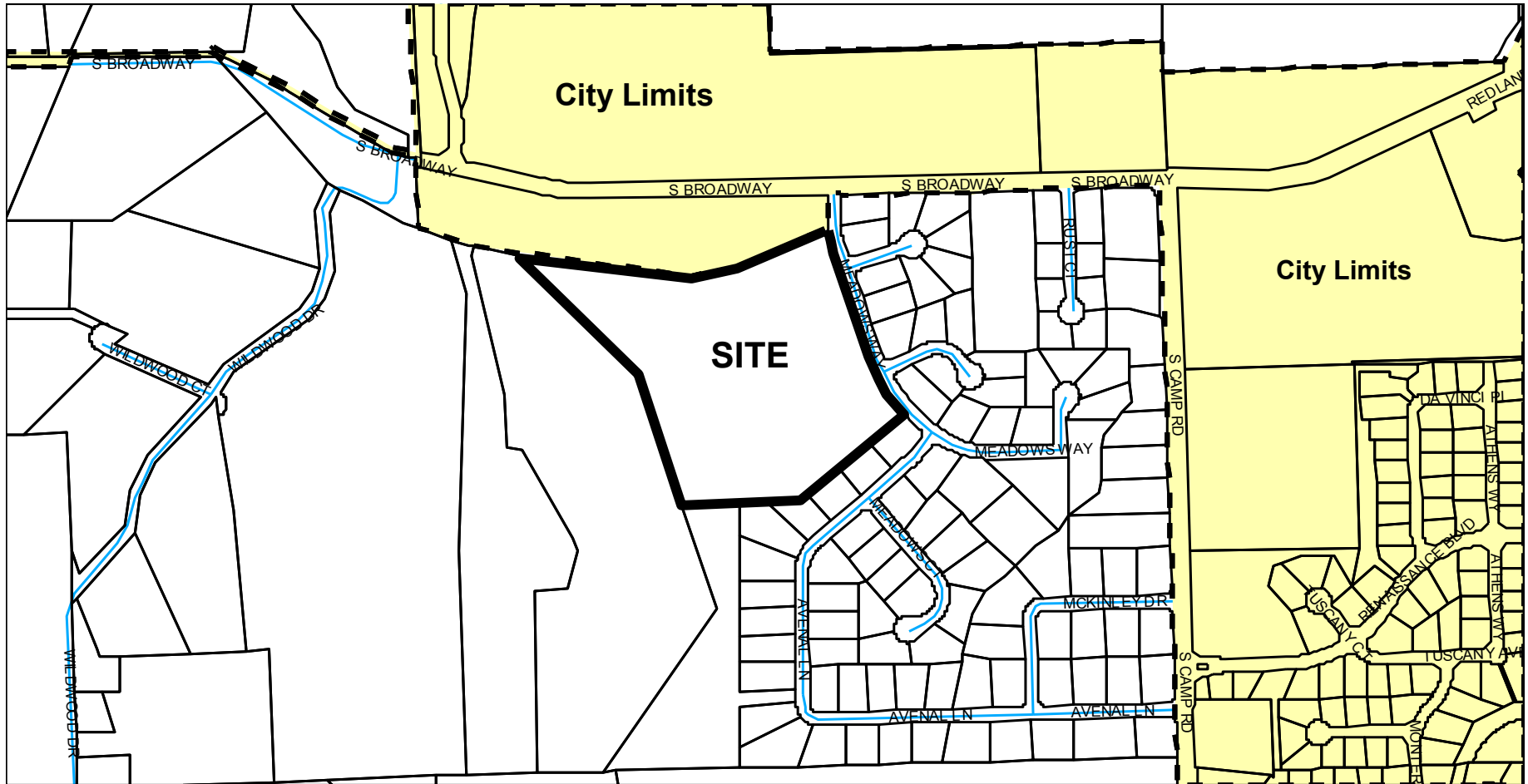
STAFF RECOMMENDATION

Staff recommends approval of the RSF-2 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 RSF-2 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.

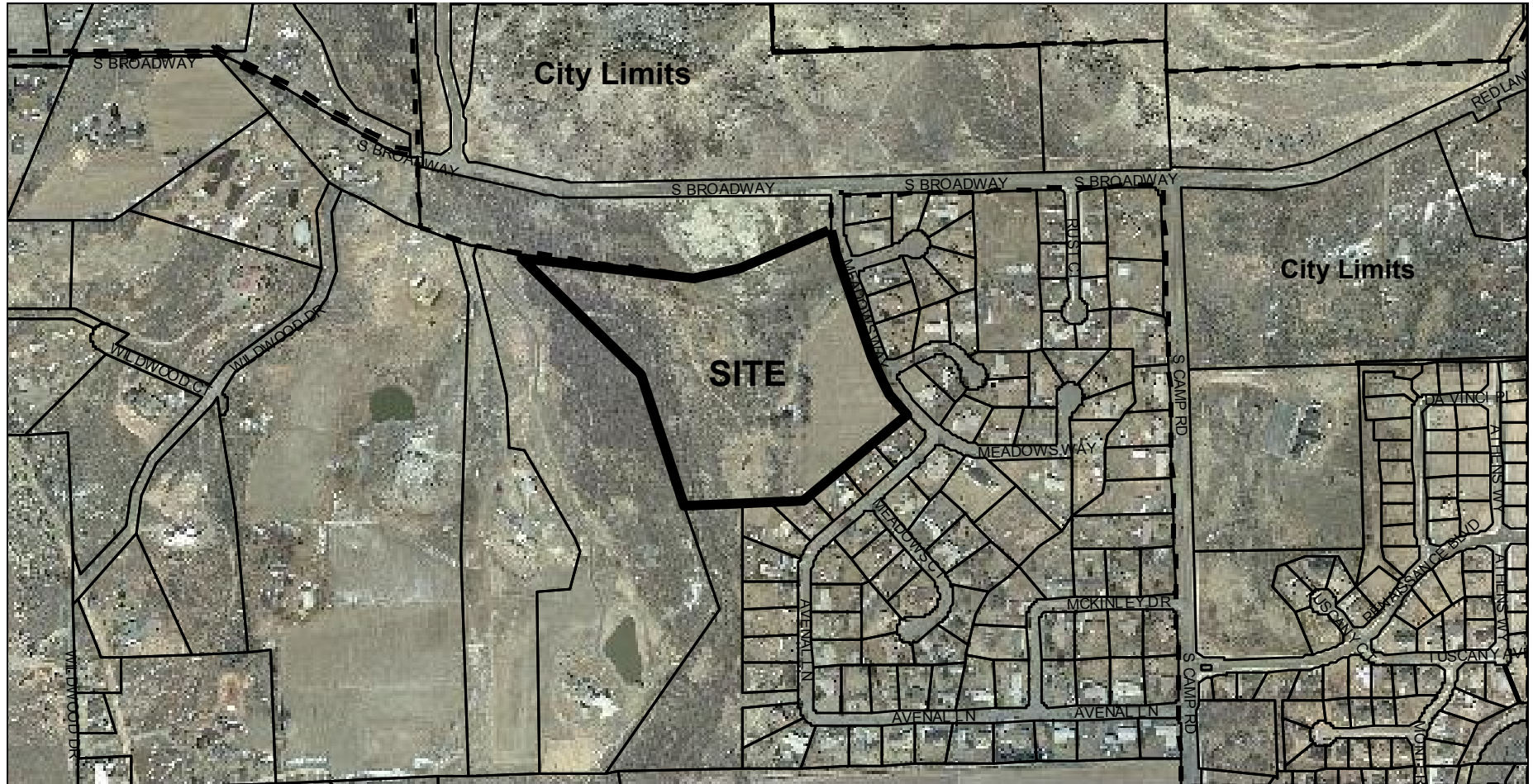
Site Location Map

Figure 1



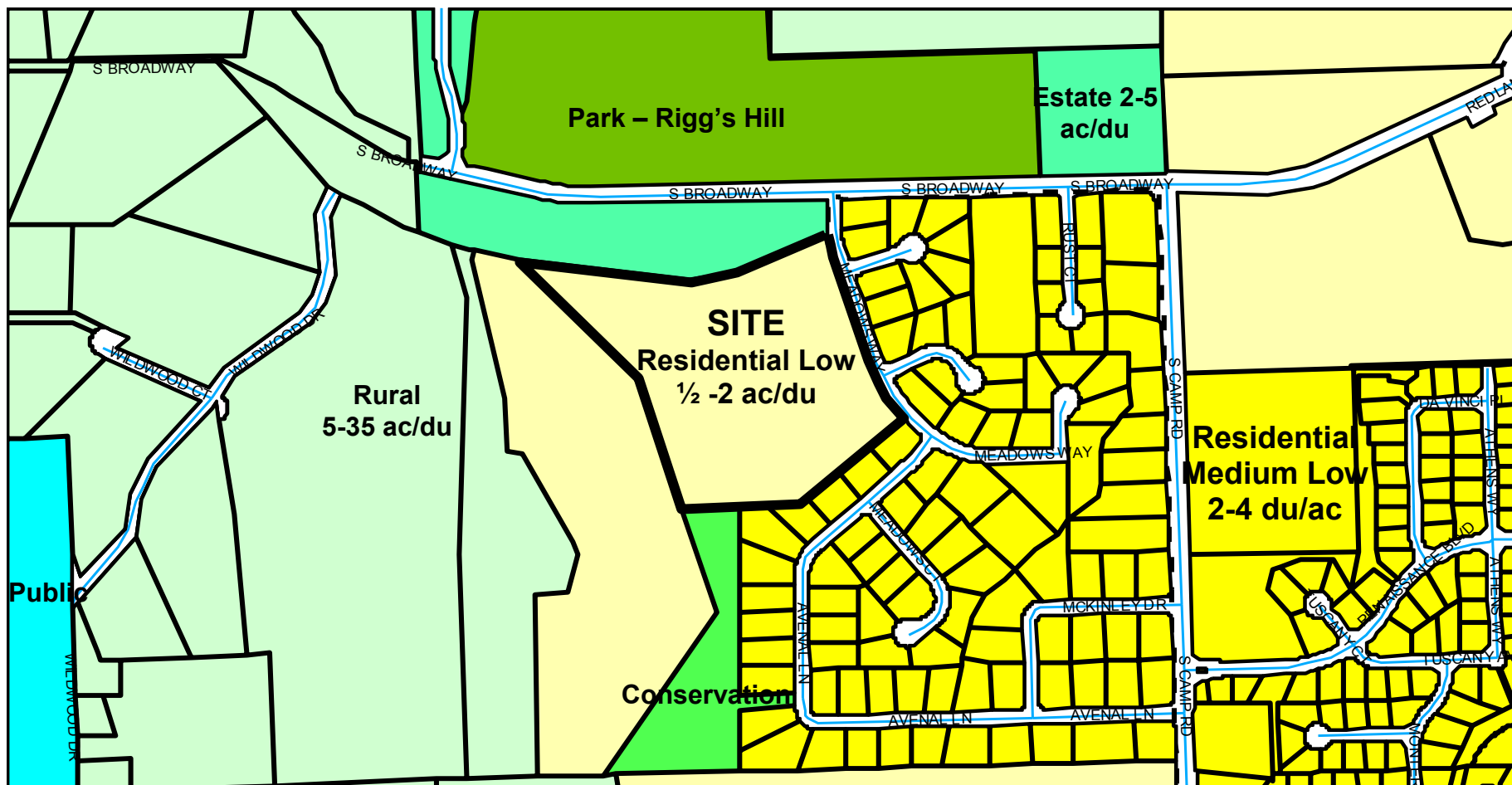
Aerial Photo Map

Figure 2



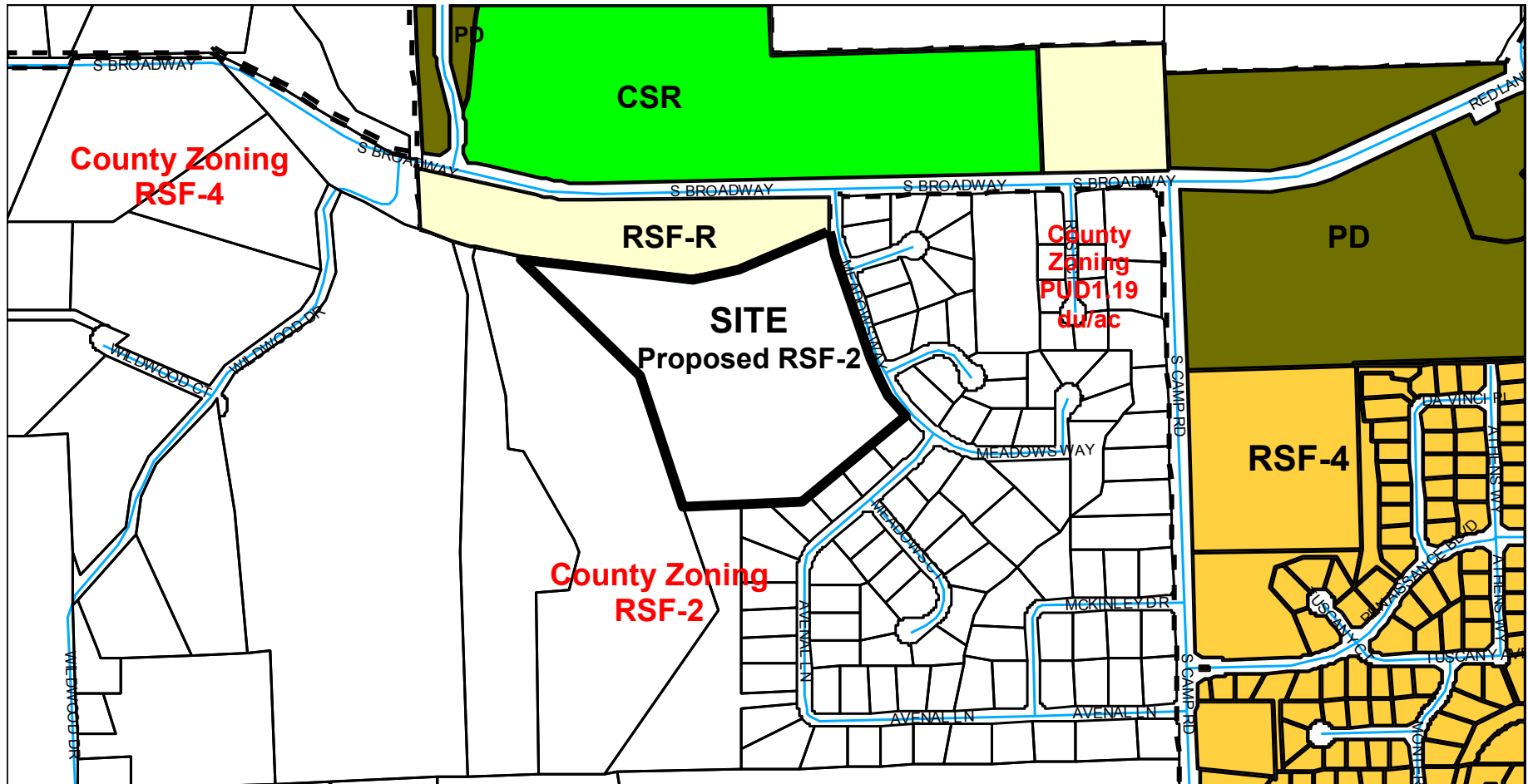
Future Land Use Map

Figure 3



Existing City and County Zoning

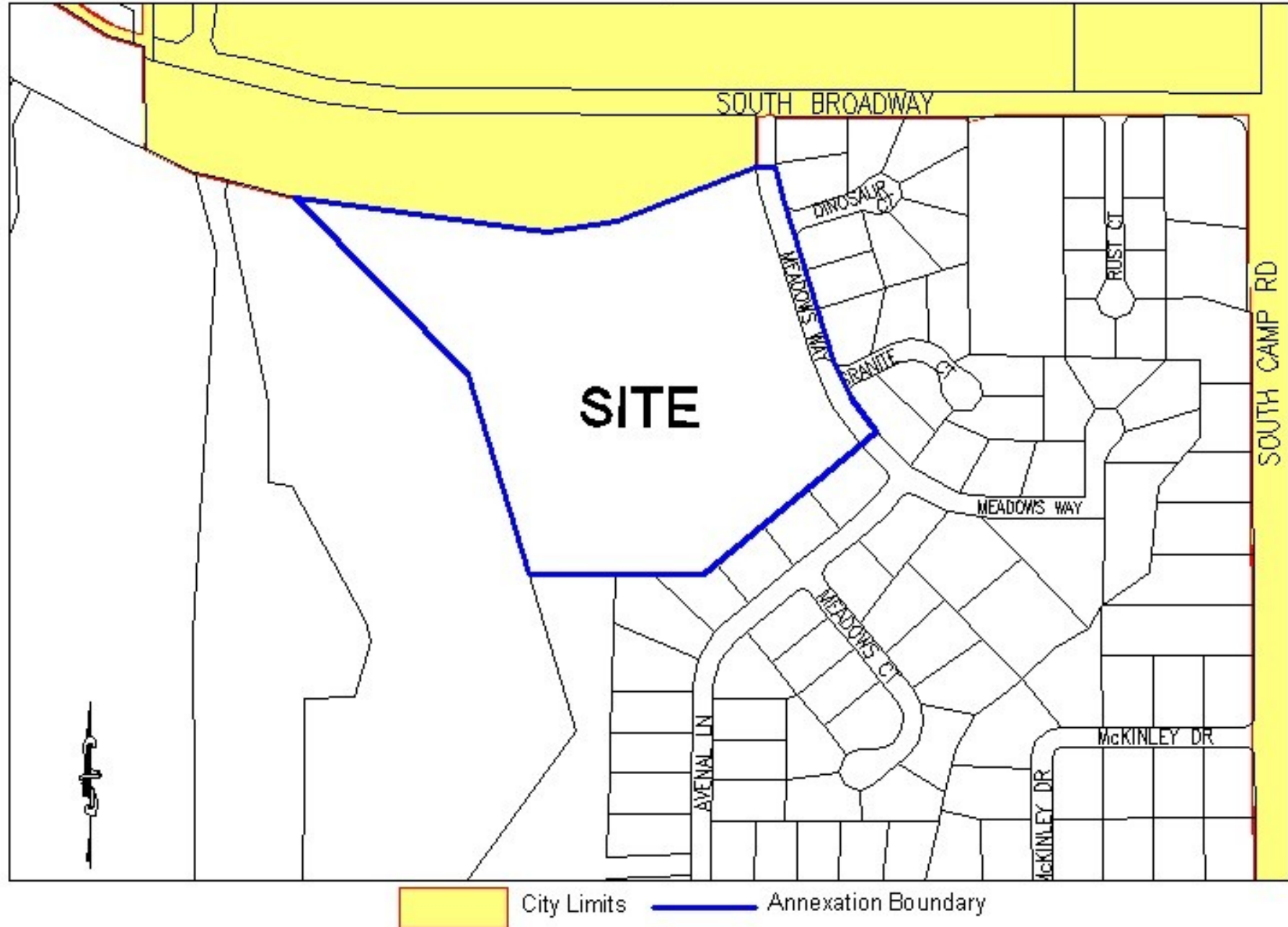
Figure 4



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."

Peregrine Estates Annexation

Figure 5



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE PEREGRINE ESTATES ANNEXATION TO
RSF-2**

LOCATED AT 2157 S. BROADWAY

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 zoning the Peregrine Estates Annexation to the RSF-2 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 RSF-2 zone district be established.

The Planning Commission and City Council find that the RSF-2 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 zoned RSF-2 with a density not to exceed 2 units per acre.

PEREGRINE ESTATES ANNEXATION

A certain parcel of land lying in Section 26, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, lying West of the East right of way for Meadows Way, as same is shown on the Replat of Lots 2 through 6, Block 4, 1st Addition to Monument Meadows, as same is recorded in Plat Book 11, Page 74, Public Records of Mesa County, Colorado, North of Lots 12 through 16, Block 5 and Tract "A", all as shown on the 1st Addition to Monument Meadows, as same is recorded in Plat Book 11, Page 18, Public Records of Mesa County, Colorado, South of the South line of Lot 3, Rump Subdivision, as same is recorded in Plat Book 18, pages 140

through 142, Public Records of Mesa County, Colorado and East of that certain parcel of land with Mesa County Parcel Control Number 2947-263-00-067 and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 3, Rump Subdivision and assuming the bearings of the following described parcel to be in the meridian of said Rump Subdivision with the East line of said Lot 3 bearing S 00°13'53" W; thence from said Point of Beginning, S 89°46'07" E a distance of 50.00 feet to a point on the East right of way for Meadows Way; thence along the East right of way for said Meadows Way, S 00°13'53" W a distance of 2.96 feet; thence Southeasterly 46.85 feet along the arc of a 152.10 foot radius curve, concave East, through a central angle of 17°39'00", whose long chord bears S 08°32'27" E with a long chord length of 46.67 feet; thence continuing along said East right of way, S 17°21'57" E a distance of 428.30 feet to a point being the beginning of a 525.00 foot radius curve, concave Northeast, whose long chord bears S 29°51'25" E with a long chord length of 227.10 feet; thence Southeasterly 228.91 feet along the arc of said curve, through a central angle of 24°58'56" to a point; thence S 50°54'03" W along the North line of said Block 5, a distance of 549.97 feet; thence N 89°51'57" W along the North line of said Block 5, a distance of 433.51 feet to a point being the Northwest corner of Tract "A" of said 1st Addition to Monument Meadows; thence N 16°48'42" W a distance of 511.49 feet; thence N 44°01'44" W a distance of 613.39 feet, more or less, to a point on the South line of said Lot 3, Rump Subdivision; thence S 82°04'17" E along the South line of said Lot 3, a distance of 627.50 feet; thence N 81°43'43" E along said South line, a distance of 177.90 feet; thence N 68°48'43" E a distance of 363.13 feet, more or less, to the Point of Beginning.

CONTAINING 18.548 Acres (807,934 Sq. Ft.), more or less, as described.

Introduced on first reading this 16th day of June, 2004 and ordered published.

Adopted on second reading this _____ day of _____, 2003.

Mayor

ATTEST:

City Clerk

Attach 14**F ½ Road Area Corridor Study****CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA									
Subject		Contract for F ½ Road Area Corridor Study - Phase 2 & 3							
Meeting Date		June 16, 2004							
Date Prepared		June 10, 2004					File #		
Author		Tim Moore			Public Works Manager				
Presenter Name		Tim Moore			Public Works Manager				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda			X	Consent		Individual Consideration

Summary: City Council will consider a contract amendment with Baker Engineering to complete phase 2 and 3 of the F ½ Road Area Corridor Study in the amount of \$72,050.

Budget: The 2004 CIP budget (F54500) includes \$73,000 for the completion of this study.

Action Requested/Recommendation: Authorize City Manager to sign an Engineering Contract amendment with Baker Engineering for \$72,050.

Attachments: None

Background Information:

The 24 Road Area Plan adopted by Council in November 2000 dramatically increased the development potential for the area between Mesa Mall and I-70 & 23 ½ to 24 ½ Roads. As a result, the follow-up Transportation Study for this area identified a need to construct a 5 lane F ½ Road between 23 ½ and 25 Roads. During the public process for the 24 Road Area Transportation Study, the City received a number of comments and requests to expand the transportation study to include the area east of 25 Road. As a result, Council committed to study future transportation needs in the area between Patterson Road & I-70 and 25 Road & 7th Street; therefore, the F ½ Road Area Study was initiated.

Phase 1 of Study

Phase 1 of the Study was completed in August 2003 and involved traffic modeling of the area, problem identification and identification of all possible solutions. This phase included an active public participation process with two public meetings, a number of mailers and a “planning game” where 82 people took part in identifying possible solutions to the future traffic problems within the area. The public also participated in the development of evaluation criteria which was used to reduce the number of options from 22 down to the top 4.

Phase 2 & 3 of Study

Upon completion of Phase 1 in August, Phases 2 & 3 of the study were delayed to allow staff to focus on Riverside Parkway issues. Phase 2 will further evaluate the top 4 alternatives, reduce the 4 alternatives to 2 and then develop intersection designs for each and refine the impacts of these alternatives. As described on the Tier 1 Corridor Alternatives (attached), all 4 alternatives are in the 25 Road area. This phase will also include a public participation component; however, because the alternatives now focus on 25 Road and along the Patterson Road Corridor, the number of affected interests will be greatly reduced.

Phase 3 is simply the preparation of a final report and the development of right-of-way maps.

Attach 15

2004 Asphalt Overlay Project

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Construction Contract for 2004 Asphalt Overlay Project					
Meeting Date	June 16, 2004					
Date Prepared	June 10, 2004			File # - N/A		
Author	D. Paul Jagim			Project Engineer		
Presenter Name	Mark Relph			Public Works and Utilities Director		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: Award of a construction contract for the 2004 Asphalt Overlay Project to United Companies of Mesa County in the amount of \$1,004,727.00.

Budget:

Capital Fund 2011 / F00400

\$ 1,750,000.00

Street Maintenance

2004 Budget

Funds obligated and

(\$ 343,283.18)

spent to date:

Costs for this Contract

\$ 1,004,727.00

Engineering & Administration (Estimate)

\$ 131,000.00

Subtotal:

\$ 1,135,727.00

(\$ 1,135,727.00)

Remaining Balance After this Contract

\$

270,989.82

Action Requested/Recommendation: Authorize the City Manager to sign a Construction Contract for the **2004 Asphalt Overlay Project** with United Companies of Mesa County in the amount of \$ 1,004,727.00.

Attachments: None

Background Information: Bids were opened on June 1, 2004. United Companies of Mesa County submitted the low bid in the amount of \$ 1,004,727.00.

The following bids were received for this project:

Bidder	From	Bid Amount
United Companies	Grand Junction	\$ 1,004,727.00
Elam Construction, Inc.	Grand Junction	\$ 1,090,567.00
Engineer's Estimate		\$ 1,100,141.50

This annual street maintenance project generally consists of resurfacing existing streets with 2" of new asphalt pavement. Work items associated with the paving include: milling of existing asphalt pavement where needed, adjusting manhole lids and valve covers, and placing shoulder gravel on roads that do not have curb and gutter. Streets that are scheduled for overlay have had concrete repairs and crack sealing, if needed, completed ahead of the asphalt overlay project. The City's computerized pavement management system was used to prioritize street maintenance needs, and to identify which streets would benefit the most from a new overlay. Some of the parameters used to identify streets in need of an overlay are pavement quality, structural adequacy and surface distress. The 2004 Asphalt Overlay Project includes 42,000 square yards of milling and 18,500 tons of hot bituminous pavement.

The work will take place on 19 streets throughout the City. The locations are:

- 1) Ridges Boulevard: Shadow Lake to School Ridge Road
- 2) Mariposa Drive: Shadow Lake to East end of Mariposa Drive
- 3) Milo Drive: West of 27 Road
- 4) B $\frac{3}{4}$ Road: Hwy 50 to 27 Road
- 5) G Road: I-70B to 23 Road
- 6) F $\frac{1}{2}$ Road: 25 Road to 25 $\frac{1}{2}$ Road
- 7) 26 $\frac{1}{2}$ Road: G Road to south entrance of catholic church
- 8) 27 Road: Safeway improvements to H Road
- 9) Crossroads Boulevard: West Entrance of Compass Drive to 27 Road
- 10) Bookcliff Avenue: 19th Street to Linda Lane
- 11) 19th Street (alley): Orchard Avenue to Walnut Avenue
- 12) 20th Street: Orchard Avenue to Bookcliff Avenue
- 13) 26th Street: Orchard Avenue to Bookcliff Avenue
- 14) East and West Indian Creek Drive

- 15) Texas Avenue: 28 ³/₄ Road to 29 Road
- 16) Darren Way: near east end
- 17) 6th Street: Ute Avenue to Pitkin Avenue
- 18) Main Street: 8th Street to 12th Street
- 19) D Road: 31 Road to 31 ⁷/₈ Road (Just west of Roberts Court)

Work is scheduled to begin on July 6 and be completed by September 23, 2004.

Patterson Road – 12th Street Right Turn Lane

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Patterson Road – 12 th Street Right Turn Lane							
Meeting Date		June 16, 2004							
Date Prepared		June 10, 2004					File #		
Author		Don Newton, Engineering Projects Manager							
Presenter Name		Mark Relph, Public Works and Utilities Director							
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda				Consent	X	Individual Consideration

Summary: Award of a construction contract to Vista Paving Corp. in the amount of \$54,369.11 for construction of an east bound right turn lane at the south west corner of 12th Street and Patterson Road and reconstruction of two driveway approaches into the Village Fair Shopping Center.

Budget:

Project Costs: Construction Contract-----	\$54,369.11
Engineering and Administration-----	\$10,000.00
Easement Acquisiton (estimate)-----	<u>\$ 5,000.00</u>
Total Project Cost:	
\$69,369.11	

Project Funding:

City Share (right turn lane)-----	\$41,095.80
Village Fair Shopping Center (driveway reconstruction)-----	<u>\$ 28,273.31</u>
Total Funding-----	\$ 69,369.11

The City share of the project cost is budgeted in Intersection Improvements (Activity F35000) in the amount of \$295,000. The remaining balance of \$253,904.20 will be used for construction of right turn lanes at the intersections of 7th & Patterson in 2005 and at 1st & Patterson in 2006.

Action Requested/Recommendation:

Authorize the City Manager to sign a Construction Contract for the **Patterson Road–12th Street Right Turn Lane** project with Vista Paving Corp. in the amount of \$54,369.11.

Attachments: None

Background Information:

The following bids were received on June 2, 2004.

Bidder	From	Bid Amount
Vista Paving Corp.	Grand Junction	54,369.11
G & G Paving Const.	Grand Junction	56,500.00
Reyes Construction	Grand Junction	56,561.30
Mays Concrete	Grand Junction	59,220.70
United Companies	Grand Junction	86,565.00
Engineer's Estimate		72,288.00

The project includes construction of an east bound right turn lane on the south west corner of 12th and Patterson and reconstruction of two driveway approaches into the Village Fair Shopping Center. One driveway is located adjacent to the turn lane on Patterson Road and the second driveway is on 12th street. The Shopping Center owners wanted to improve access and safety into their site. The City offered to reconstruct the driveways as part of the turn lane construction project to minimize traffic disruption and construction duration. The Shopping Center owners have agreed to reimburse the City for the cost of the driveway reconstruction. Construction is scheduled to begin on, or before, July 1 and will be completed by August 12, 2004.

Attach 17

Orchard Mesa Pool Roof Project

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA										
Subject		Re-Roof of the Orchard Mesa Community Center Pool								
Meeting Date		June 16, 2004								
Date Prepared		June 8, 2004					File #			
Author		Rex Sellers			Senior Buyer					
Presenter Name		Mari Steinbach			Recreation Superintendent					
Report results back to Council		X	No		Yes	When				
Citizen Presentation			Yes		No	Name				
	Workshop	X		Formal Agenda				Consent	x	Individual Consideration

Summary: Remove existing membrane roof system on pool and replace with a full replacement, 20 year warranty, membrane roofing system.

Budget: Funds, in the amount of \$125,000 (62,500/City, \$62,500/County) were approved in the Parks and Recreation 2004 budget (account 3042-72621-78700-40-G36600). The City and the County each Contribute 50% of the cost of capital improvements at the Orchard Mesa Swimming Pool per an intergovernmental agreement.

Action Requested/Recommendation: Authorize the City Manager to execute a contract with Kruger Roofing, Inc. for the removal and replacement of the Orchard Mesa Community Center roof for a total price of \$98,900.00.

Attachments: N/A

Background Information: The existing roof is the original membrane ballast roof system installed during construction. There have been few problems with the roof leaking but tears and splits are starting. The membrane has reached its original life expediency of 15 years and should be replaced.

This solicitation was advertised in the Daily Sentinel and proposal notification was sent to Sixty (66) potential contractors. There were thirteen (13) contractors that attend the site visit and briefing. There were three responsible responsive proposals received. The contractor determined to be the best value based on the evaluation criteria and price was Kruger Roofing. The following is the ranking and price of offer.

Rank	Contractor	Location	Price
1	Kruger Roofing. Inc	Grand Junction	\$98,900.00
2	Stark Roofing Company	Glenwood Springs	\$127,400.00
3	Odyssey Construction, Inc	Delta	\$130,520.00

Attach 18

Public Hearing on Bretsel Annexation Located at 3145 E ½ Road

CITY OF GRAND JUNCTION

<i>CITY COUNCIL AGENDA</i>									
Subject		Bretsel Annexation located at 3145 E ½ Road							
Meeting Date		June 16, 2004							
Date Prepared		June 4, 2004					File #ANX-2004-065		
Author		Scott D. Peterson			Associate Planner				
Presenter Name		Scott D. Peterson			Associate Planner				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda				Consent	X	Individual Consideration

Summary: Resolution for acceptance of petition to annex and hold a public hearing and consider final passage of the annexation ordinance for the Bretsel Annexation located at 3145 E ½ Road. The 23.3 acre annexation currently consists of three (3) parcels of vacant land and adjoining portions of right-of-ways of E ½ Road, I-70B and 31 ¼ Road (Warrior Way). The existing three (3) parcels of land will become two (2) parcels through a Simple Subdivision Plat process in the near future. The petitioner's intent is to annex and then develop the properties in anticipation of future commercial development. A portion of the proposed annexation lies within the Persigo 201 sewer district.

Action Requested/Recommendation: Public Hearing on the Bretsel 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. Resolution Referring Petition
23. Annexation Ordinance

<i>STAFF REPORT / BACKGROUND INFORMATION</i>		
Location:		<i>3145 E ½ Road</i>
Applicant:		Stanley L. Seligman, Owner
Existing Land Use:		<i>Vacant land</i>
Proposed Land Use:		<i>New automobile dealership & Commercial development</i>
Surrounding Land Use:	North	<i>Central High School & Residential</i>
	South	<i>I-70B, Railroad right-of-way & Vacant land</i>
	East	<i>Vacant land, I-70B, Railroad right-of-way</i>
	West	<i>Jimmy's Roadhouse & Residential</i>
Existing Zoning:		<i>RSF-4, Residential Single Family – 4 units/acre (County)</i>
Proposed Zoning:		<i>C-1, Light Commercial</i>
Surrounding Zoning:	North	<i>RSF-4, Residential Single Family – 4 units/acre (County) & PUD, Planned Unit Development (County – Residential)</i>
	South	<i>PC, Planned Commercial (County) & I-1, Light Industrial (City)</i>
	East	<i>PC, Planned Commercial (County)</i>
	West	<i>RSF-4, Residential Single Family – 4 units/acre (County)</i>
Growth Plan Designation:		<i>Commercial</i>

Zoning within density range?	N/A	Yes		No
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Staff Analysis:

ANNEXATION:

This annexation area consists of 23.3 acres of land and associated right-of-ways of E ½ Road, I-70B and 31 ¼ Road (Warrior Way). The proposed annexation is comprised of three (3) Unplatted parcels. The property owner has requested annexation into the City in anticipation of developing the properties for future commercial development. Under the 1998 Persigo Agreement all new development activities and rezones require 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 Bretsel 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	
May 5, 2004	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
May 11, 2004	Planning Commission considers Zone of Annexation
June 2, 2004	Introduction Of A Proposed Ordinance on Zoning by City Council

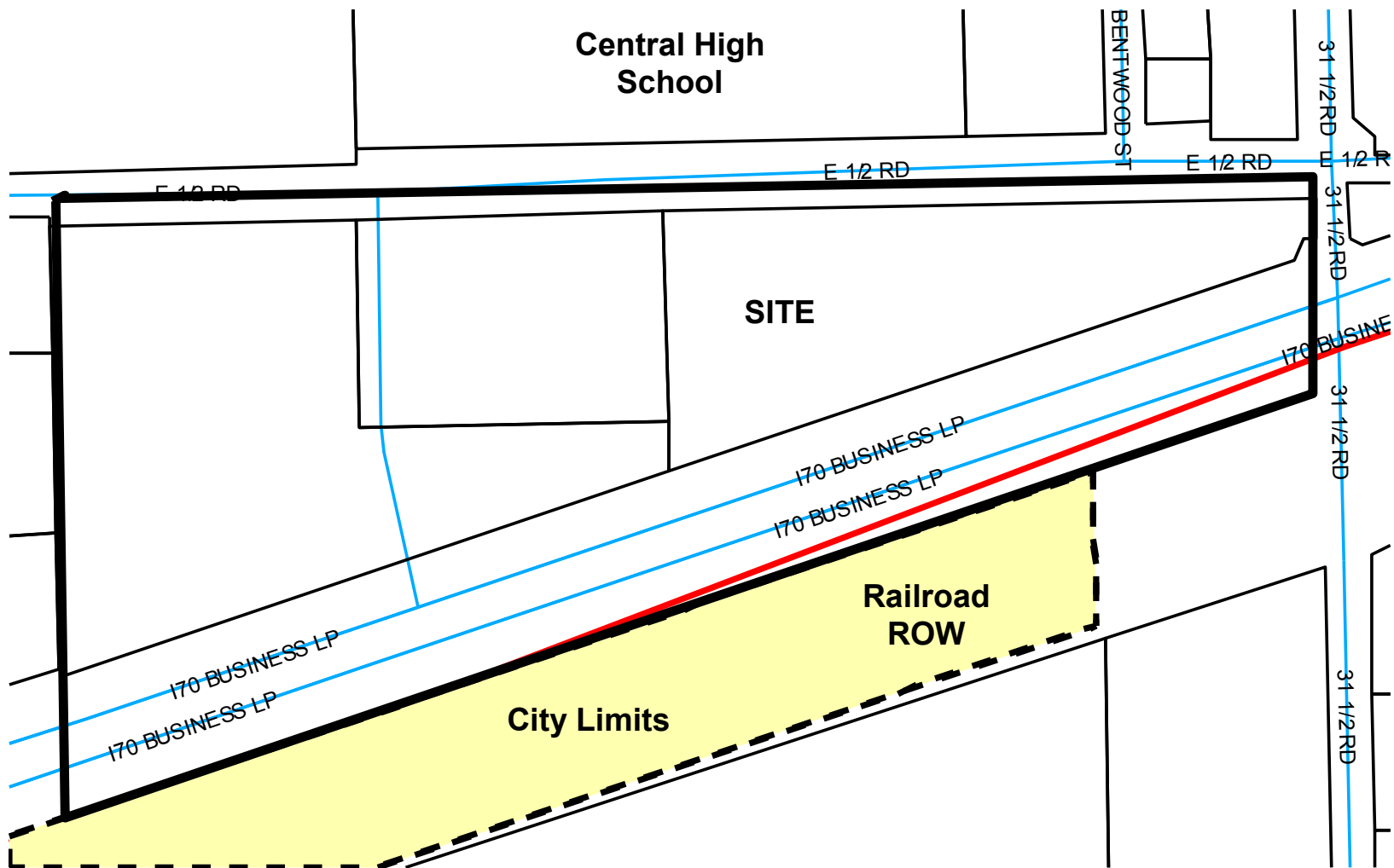
June 16, 2004	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
July 18, 2004	Effective date of Annexation and Zoning

BRETSEL ANNEXATION SUMMARY		
File Number:	ANX-2004-065	
Location:	3145 E ½ Road	
Tax ID Numbers:	2943-103-00-036, 2943-103-00-083, 2943-103-00-084	
Parcels:	Presently 3 but will become 2	
Estimated Population:	0	
# of Parcels (owner occupied):	N/A	
# of Dwelling Units:	N/A	
Acres land annexed:	23.382	
Developable Acres Remaining:	11.86	
Right-of-way in Annexation:	11.52	
Previous County Zoning:	RSF-4, Residential Single Family – 4 units/acre	
Proposed City Zoning:	C-1, Light Commercial	
Current Land Use:	Vacant	
Future Land Use:	Proposed commercial development & Automobile sales & service	
Values:	Assessed:	\$41,790
	Actual:	\$144,100

Census Tract:		1701
Address Ranges:		3119 thru 3145 E ½ Road (Odd only)
Special Districts:	Water:	Clifton Water
	Sewer:	Central Grand Valley Sanitation & Clifton Sanitation #1
	Fire:	Clifton Fire
	Irrigation/ Drainage:	Grand Junction Drainage
	School:	School District #51
	Pest:	Upper Grand Valley Pest

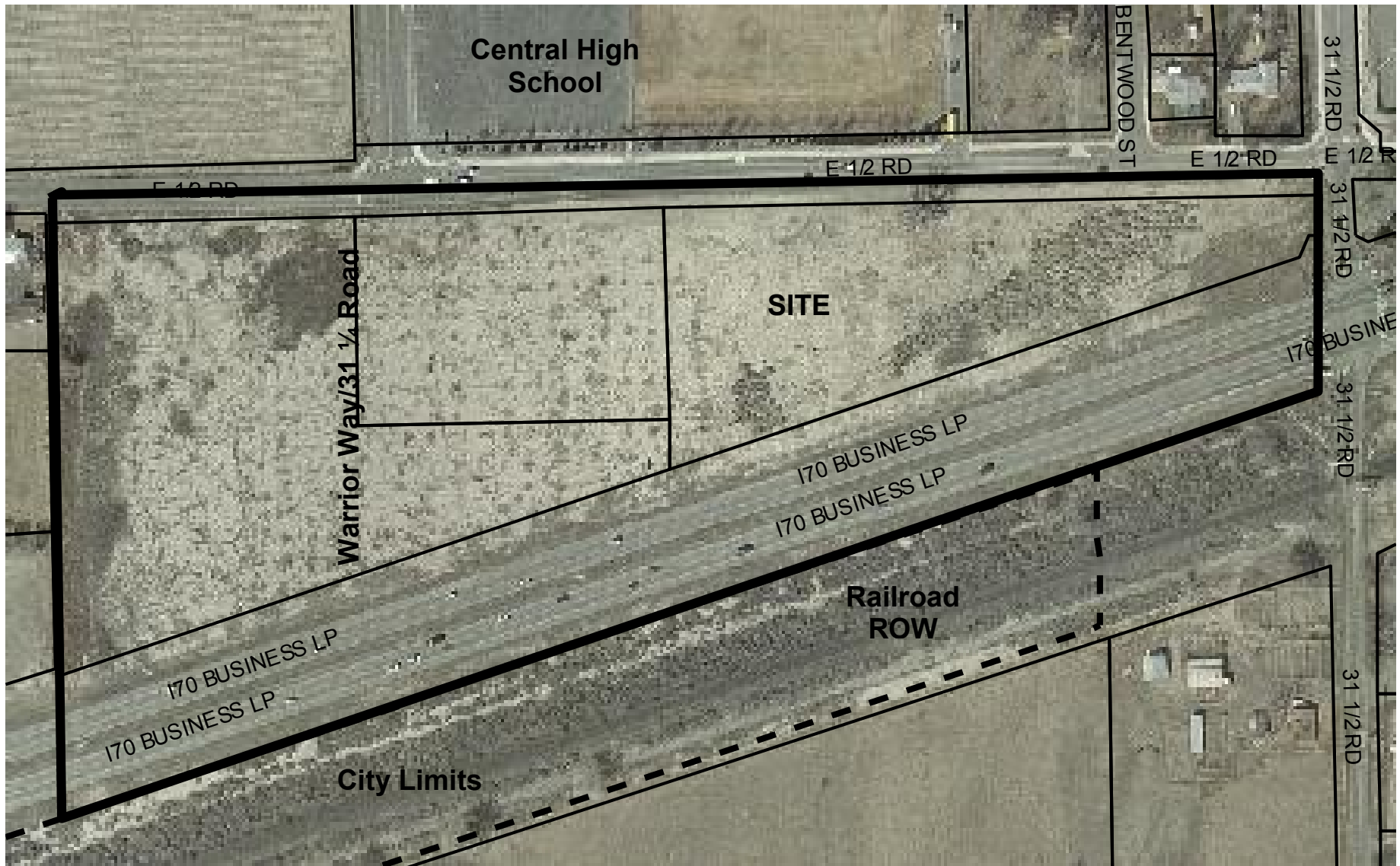
Site Location Map – Bretsel Annexation

Figure 1



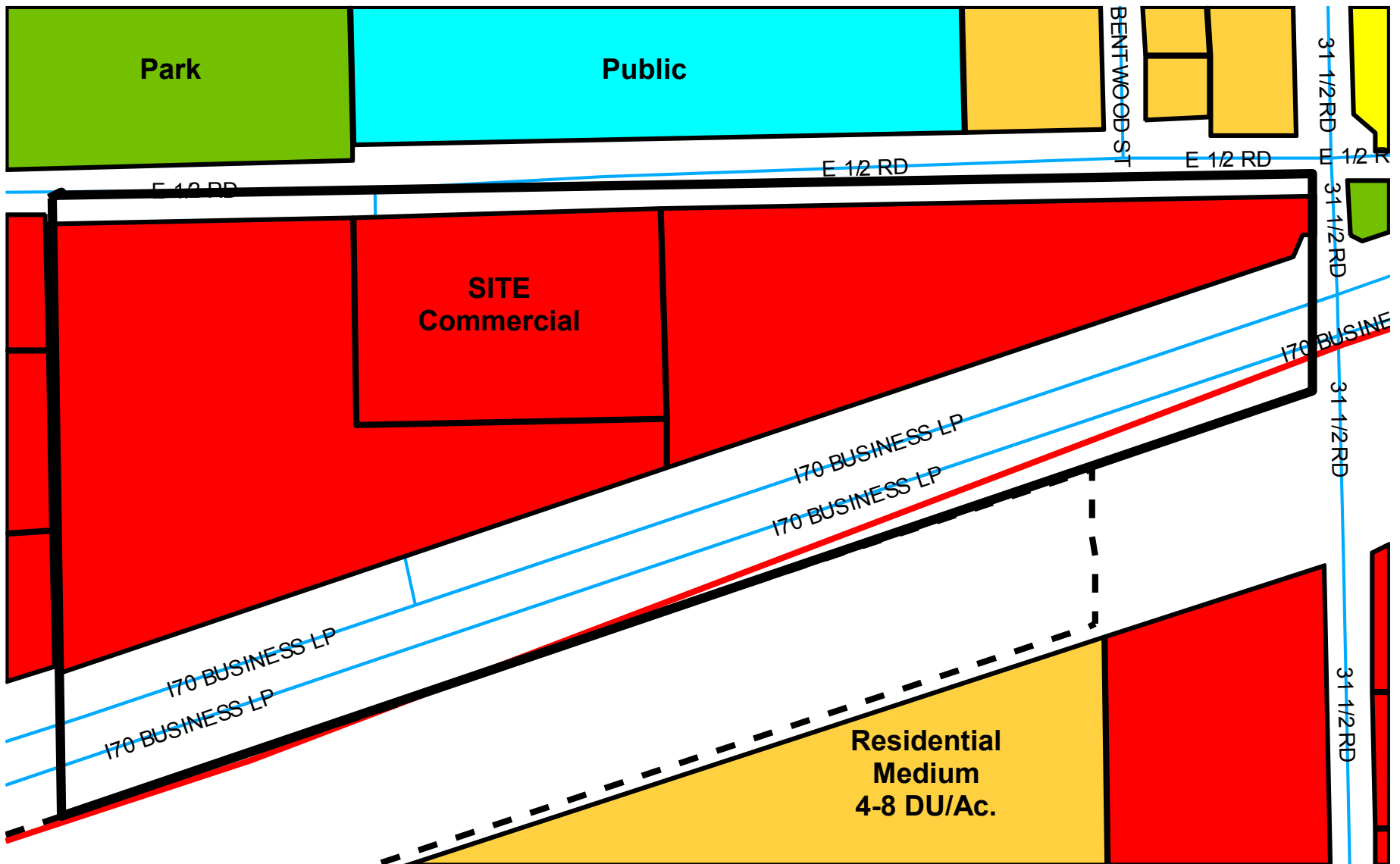
Aerial Photo Map – Bretsel Annexation

Figure 2



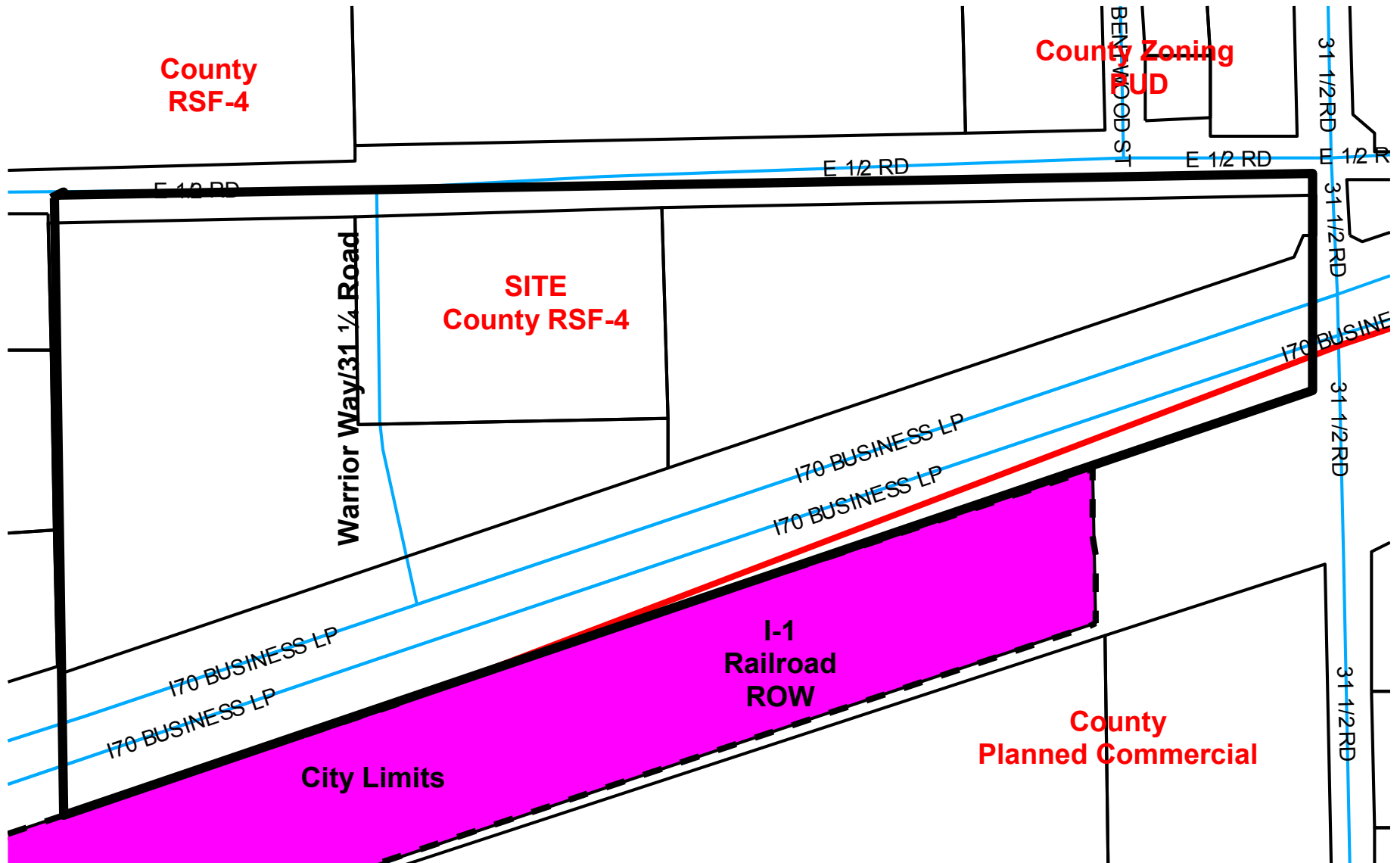
Future Land Use Map – Bretsel Annexation

Figure 3



Existing City and County Zoning – Bretsel Annexation

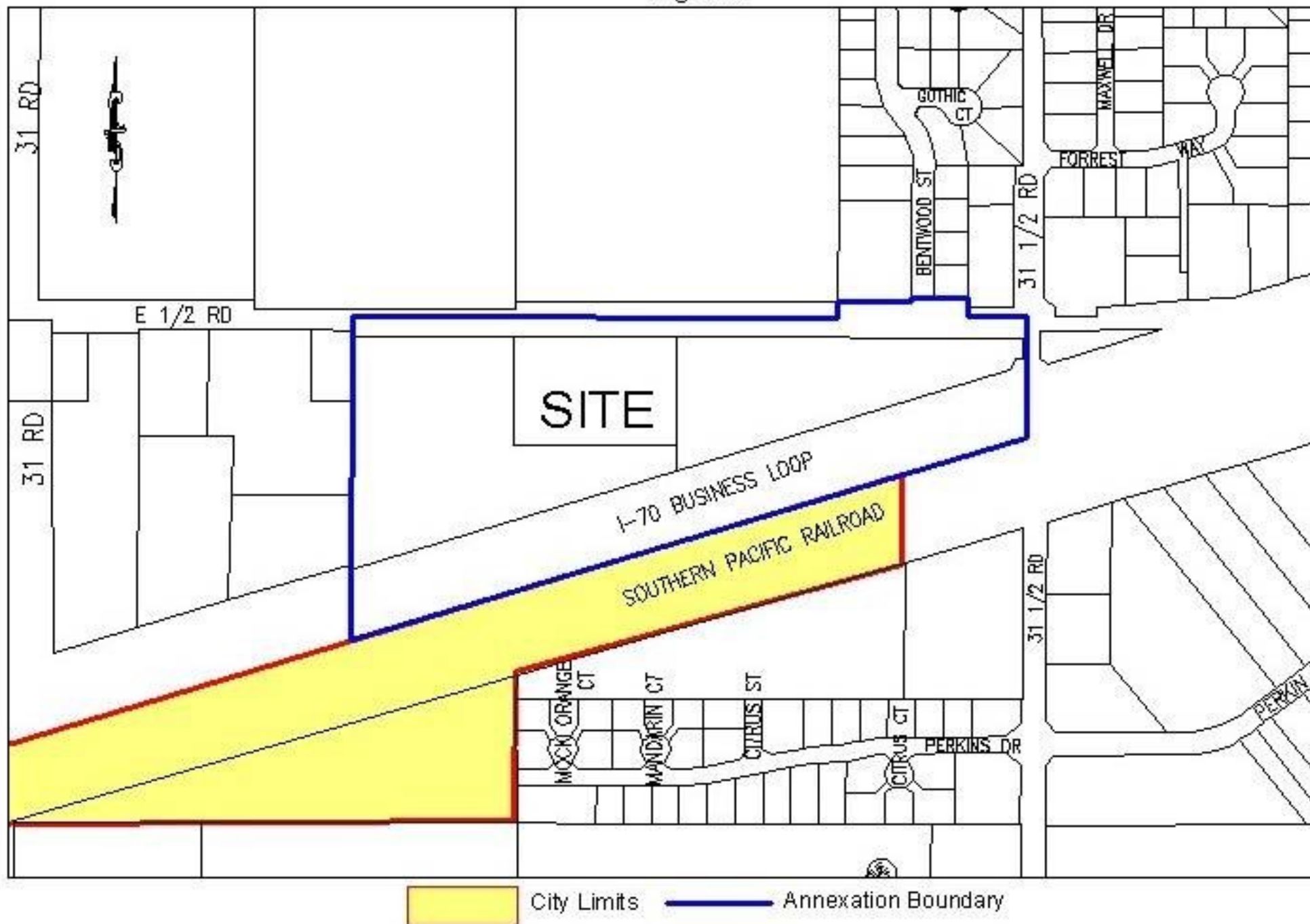
Figure 4



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."

Bretsel Annexation

Figure 5



RESOLUTION NO. ____

A RESOLUTION ACCEPTING A

**PETITION FOR ANNEXATION, MAKING CERTAIN
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE
BRETSEL ANNEXATION**

**LOCATED at 3145 E ½ Road and including a portion of E ½ Road, a portion of
I-70 B and the 31 ¼ Road (Warrior Way) Right-of-Ways**

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 5th day of May, 2004, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

PERIMETER BOUNDARY LEGAL DESCRIPTION

BRETSEL ANNEXATION

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

COMMENCING at the Northeast corner of the SW 1/4 of said Section 10 and assuming the North line of the SW 1/4 of said Section 10 bears N 89°59'33" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°59'33" W along the North line of the SW 1/4 of said Section 10 a distance of 20.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°59'33" W along the North line of the SW 1/4 of said Section 10, a distance of 145.00 feet to its intersection with the Southerly extension of the East line of Heritage-East Subdivision, as same is recorded in Plat Book 12, Page 160, Public Records of Mesa County, Colorado; thence N 00°05'24" W along said projected East line, a distance of 50.00 feet to a point on the North right of way for E-1/2 Road; thence S 89°59'33" W along said North right of way, a distance of 140.01 feet to a point on the East line of Deb's Place Minor Subdivision, as same is recorded in Plat Book 19, Page 204, Public Records of Mesa County, Colorado; thence S 00°05'47" E along said East line, a distance of 10.00 feet to a point on the North right of way for said E-1/2 Road; thence S 89°59'33" W along said North right of way, a distance of 186.75 feet to a point being the Southwest corner of said Deb's Place Minor Subdivision; thence S

00°05'47" E along the Southerly extension of the West line of said Deb's Place Minor Subdivision, a distance of 40.00 feet to a point on the North line of the SW 1/4 of said Section 10; thence S 89°59'33" W along the North line of the SW 1/4 of said Section 10, a distance of 1240.24 feet; thence S 00°01'04" E a distance of 847.72 feet to a point on the North right of way for the South Pacific Transportation Company; thence N 73°01'17" E along said North right of way, being the North line of the Southern Pacific Railroad Annexation No. 2, Ordinance No. 3159, City of Grand Junction, a distance of 1789.69 feet; thence N 00°00'03" E along a line 20.00 feet West of and parallel with, the East line of the SW 1/4 of said Section 10, a distance of 325.33 feet, more or less, to the Point of Beginning.

CONTAINING 23.382 Acres (1,018,535.2 Sq. Ft.) more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 16th day of June, 2004; 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 16th day of June, 2004.

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**

BRETSEL ANNEXATION

APPROXIMATELY 23.382 ACRES

LOCATED at 3145 E ½ Road and including a portion of E ½ Road, a portion of

I-70 B and the 31 ¼ Road (Warrior Way) Right-of-Ways

WHEREAS, on the 5th day of May, 2004, 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 16th day of June, 2004; 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:

**PERIMETER BOUNDARY LEGAL DESCRIPTION
BRETSEL ANNEXATION**

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

COMMENCING at the Northeast corner of the SW 1/4 of said Section 10 and assuming the North line of the SW 1/4 of said Section 10 bears N 89°59'33" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°59'33" W along the North line of the SW 1/4 of said Section 10 a

distance of 20.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°59'33" W along the North line of the SW 1/4 of said Section 10, a distance of 145.00 feet to its intersection with the Southerly extension of the East line of Heritage-East Subdivision, as same is recorded in Plat Book 12, Page 160, Public Records of Mesa County, Colorado; thence N 00°05'24" W along said projected East line, a distance of 50.00 feet to a point on the North right of way for E-1/2 Road; thence S 89°59'33" W along said North right of way, a distance of 140.01 feet to a point on the East line of Deb's Place Minor Subdivision, as same is recorded in Plat Book 19, Page 204, Public Records of Mesa County, Colorado; thence S 00°05'47" E along said East line, a distance of 10.00 feet to a point on the North right of way for said E-1/2 Road; thence S 89°59'33" W along said North right of way, a distance of 186.75 feet to a point being the Southwest corner of said Deb's Place Minor Subdivision; thence S 00°05'47" E along the Southerly extension of the West line of said Deb's Place Minor Subdivision, a distance of 40.00 feet to a point on the North line of the SW 1/4 of said Section 10; thence S 89°59'33" W along the North line of the SW 1/4 of said Section 10, a distance of 1240.24 feet; thence S 00°01'04" E a distance of 847.72 feet to a point on the North right of way for the South Pacific Transportation Company; thence N 73°01'17" E along said North right of way, being the North line of the Southern Pacific Railroad Annexation No. 2, Ordinance No. 3159, City of Grand Junction, a distance of 1789.69 feet; thence N 00°00'03" E along a line 20.00 feet West of and parallel with, the East line of the SW 1/4 of said Section 10, a distance of 325.33 feet, more or less, to the Point of Beginning.

CONTAINING 23.382 Acres (1,018,535.2 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 5th day of May, 2004 and ordered published.

ADOPTED on second reading this _____ day of _____, 2004.

Attest:

President of the Council

City Clerk

Attach 19

Public Hearing Zoning Bretsel Annexation to C-1

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Zoning the Bretsel Annexation, located at 3145 E ½ Road.							
Meeting Date		June 16, 2004							
Date Prepared		June 4, 2004					File #ANX-2004-065		
Author		Scott D. Peterson			Associate Planner				
Presenter Name		Scott D. Peterson			Associate Planner				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda				Consent	X	Individual Consideration

Summary: The Bretsel Annexation consists of 23.3 acres of land that is located at 3145 E ½ Road and consists of three (3) parcels of vacant land and adjoining right-of-ways that will become two (2) parcels through a Simple Subdivision Plat process in the near future. The petitioner's intent is to annex and then develop the properties in anticipation of future commercial development. A portion of the proposed annexation lies within the Persigo 201 sewer district. The Planning Commission recommended approval at its May 11, 2004 meeting.

Budget: N/A

Action Requested/Recommendation: Hold a public hearing and consider final passage of the zoning ordinance for the Bretsel Annexation with a requested zoning of C-1, Light Commercial.

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				
Location:		3145 E ½ Road		
Applicant:		Stanley L. Seligman, Owner		
Existing Land Use:		Vacant land		
Proposed Land Use:		New automobile dealership & Commercial development		
Surrounding Land Use:	North	Central High School & Residential		
	South	I-70B, Railroad right-of-way & Vacant land		
	East	Vacant land, I-70B, Railroad right-of-way		
	West	Jimmy's Roadhouse & Residential		
Existing Zoning:		RSF-4, Residential Single Family – 4 units/acre (County)		
Proposed Zoning:		C-1, Light Commercial		
Surrounding Zoning:	North	RSF-4, Residential Single Family – 4 units/acre (County) & PUD, Planned Unit Development (County – Residential)		
	South	PC, Planned Commercial (County) & I-1, Light Industrial (City)		
	East	PC, Planned Commercial (County)		
	West	RSF-4, Residential Single Family – 4 units/acre (County)		
Growth Plan Designation:		Commercial		
Zoning within density range?		N/A	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 C-1 would be in keeping with the Persigo Agreement and the Growth Plan Future Land Use Map.

C-1 ZONE DISTRICT

- The proposed Light Commercial (C-1) 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 of I-70B and E ½ Road to be Commercial in character.
- Zoning this annexation as Light Commercial (C-1), meets the criteria found in Sections 2.14 F. and 2.6 A. of the Grand Junction Zoning and Development Code.
- The property is located adjacent to County RSF-4 and County PUD to the north and I-1, Light Industrial (City) which is the Railroad right-of-way and County PC, Planned Commercial to the south. The proposed annexation is consistent with recent annexations in the area along I-70B of light commercial (C-1).

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

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

The existing Mesa County zoning of RSF-4 is currently not consistent with the Growth Plan as this area is identified as Commercial in character, not residential on the Future Land Use Map. Zoning this annexation C-1 is consistent with former annexations along the I-70B corridor and also the 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 properties are located in an area along the I-70B corridor that is becoming commercial in character and is also identified on the Land Use Map as Commercial. All public utilities are located adjacent to the property.

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 commercial development would not create adverse impacts to the adjacent existing single-family areas as all development applications will be required to meet or exceed all City standards regarding street access, parking, landscaping, drainage, lighting, buffering and screening and other infrastructure and design items. In the C-1 District, a Conditional Use Permit is required for any general retail sales with outdoor operations or storage. Staff has determined that public infrastructure can address the impacts of any development consistent with commercial zoning.

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

The Planning Commission's recommendation of the C-1, Light Commercial Zoning District will conform with and further the goals and policies of the Growth Plan and other City Codes and policies by providing compatible land uses adjacent to existing single-family residential neighborhoods.

- 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 commercial zoning.

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

Not applicable. This proposal is to zone property to be in conformance with the current Growth Plan Land Use Map and existing land uses along the I-70B corridor.

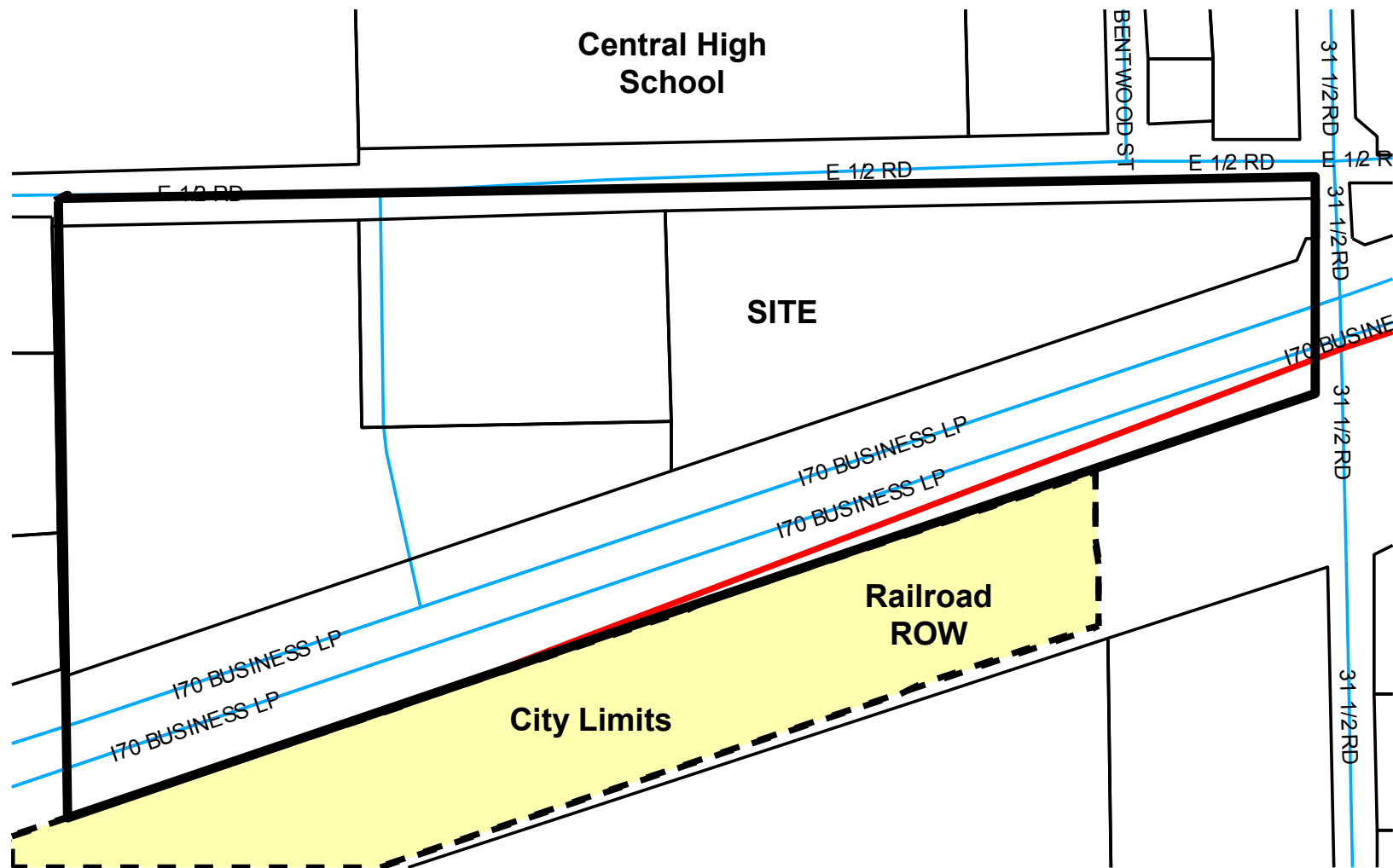
- 7. The community or neighborhood will benefit from the proposed zone.**

The Planning Commission's recommendation of the C-1 Zoning District will benefit the area as the C-1 District has the Conditional Use Permit requirement for any retail development that has outdoor operations, display or storage, which would allow the adjacent single-family residential neighborhood to have input through a Public Hearing process.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the C-1, Light Commercial district to be consistent with the Growth Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.

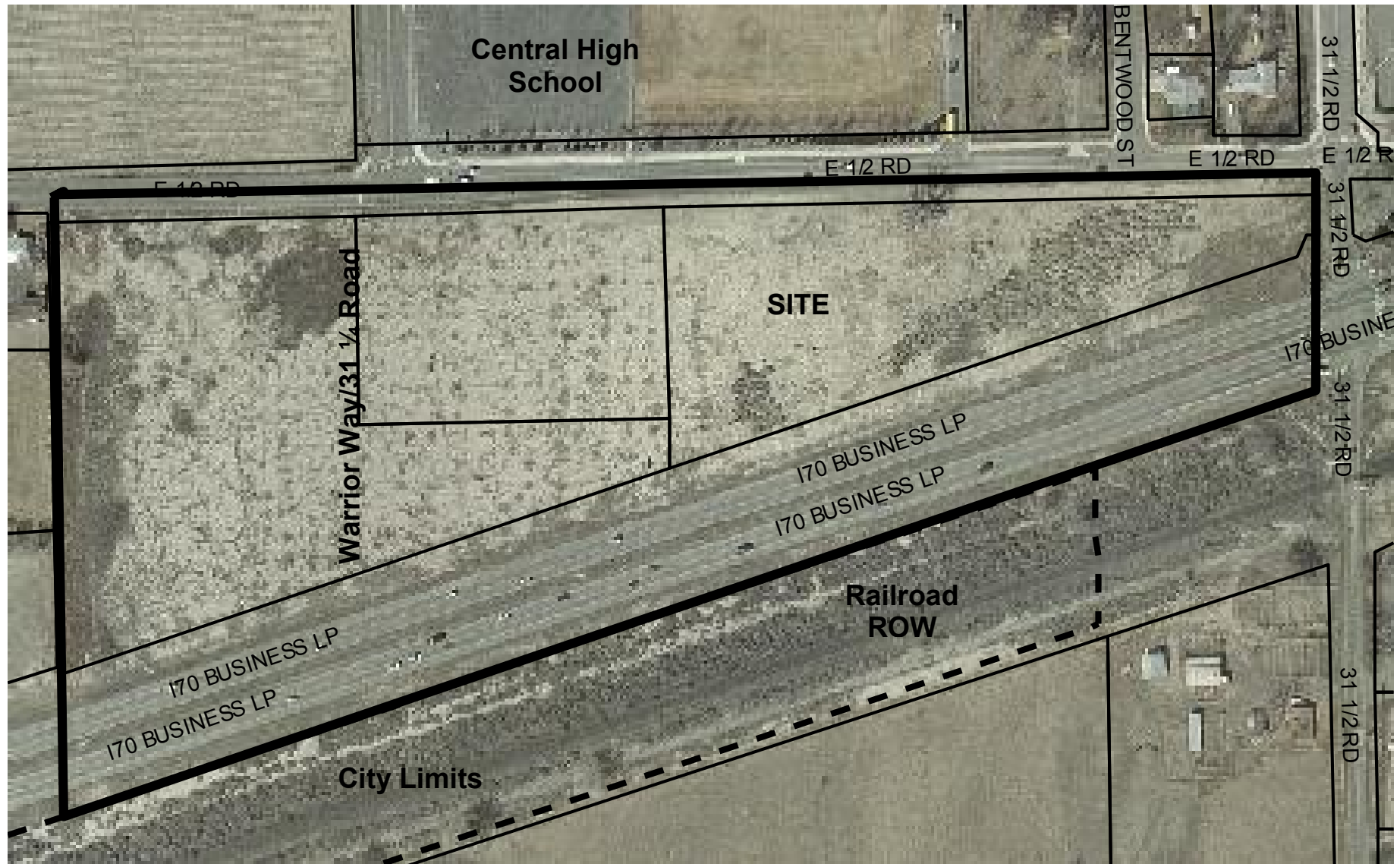
Site Location Map – Bretsel Annexation

Figure 1



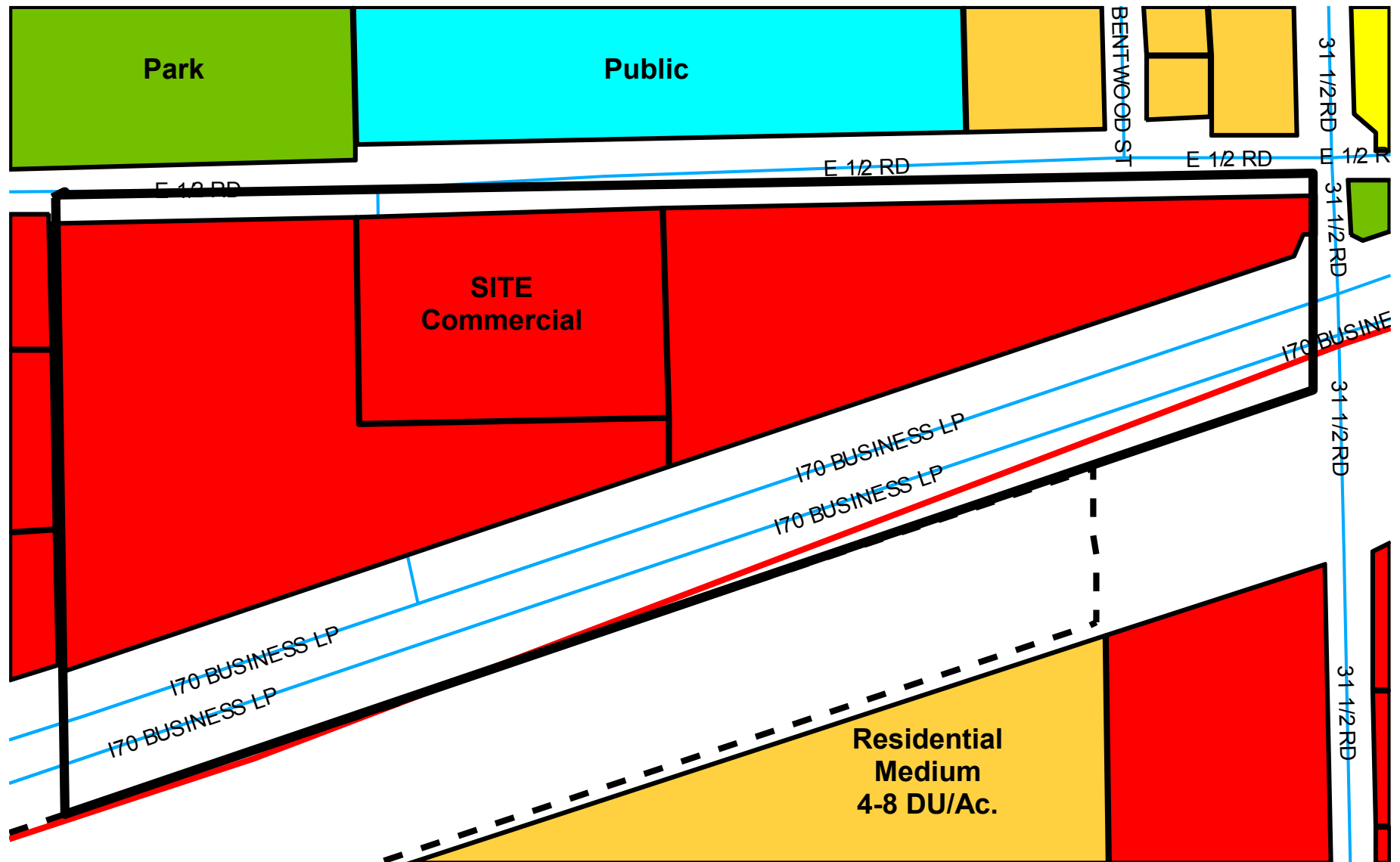
Aerial Photo Map – Bretsel Annexation

Figure 2



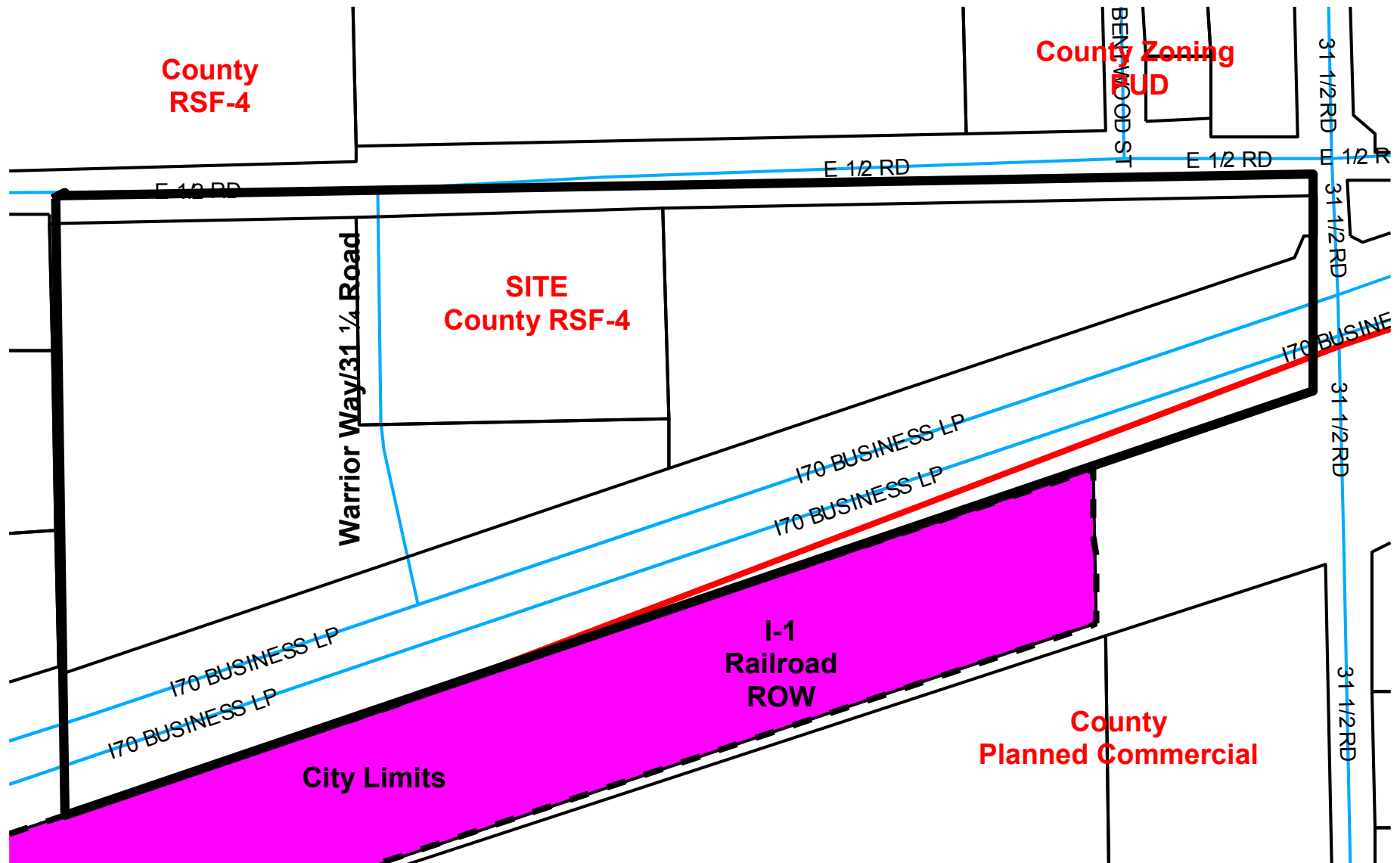
Future Land Use Map – Bretsel Annexation

Figure 3



Existing City and County Zoning – Bretsel Annexation

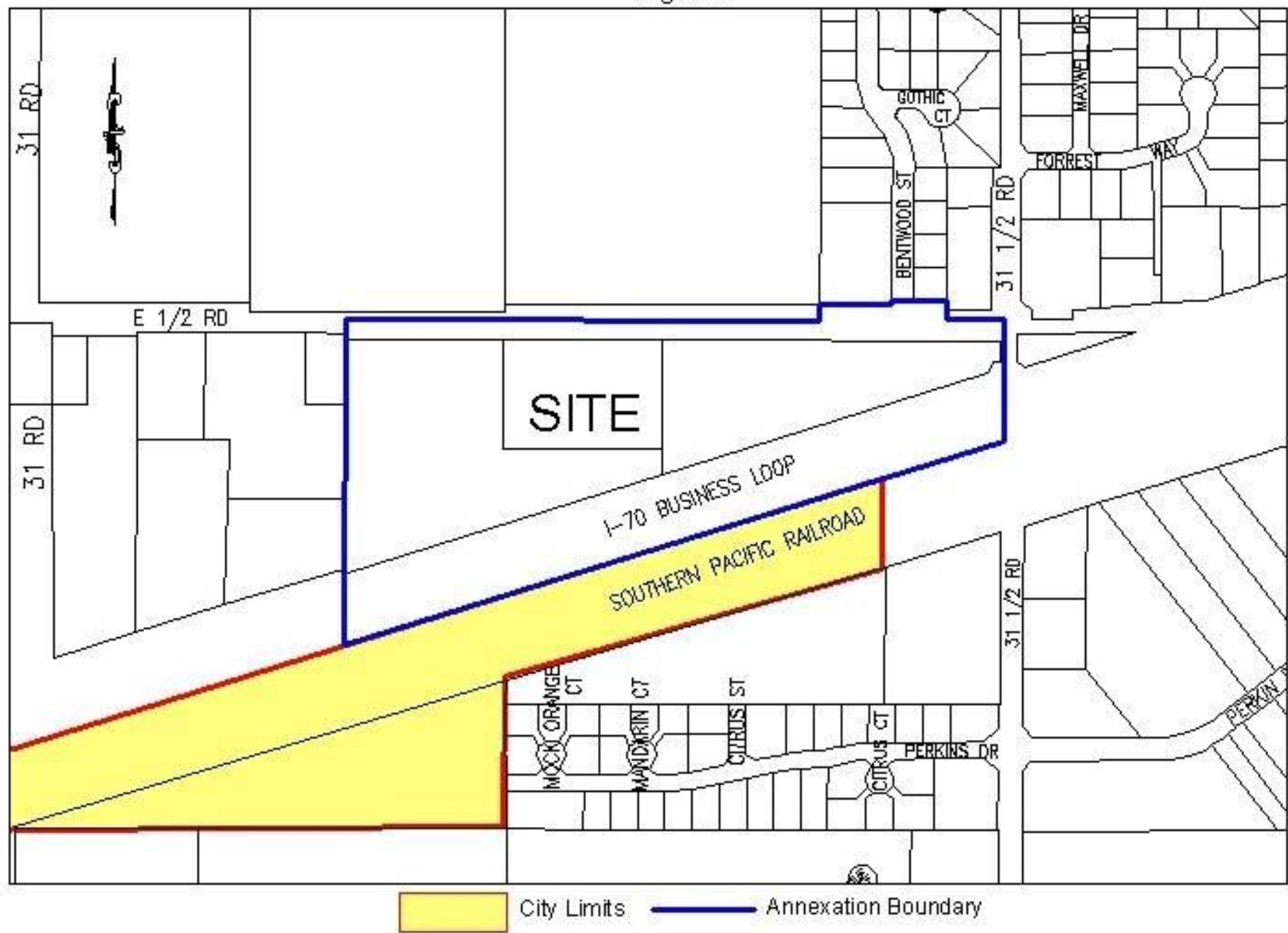
Figure 4



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."

Bretsel Annexation

Figure 5



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING THE BRETSEL ANNEXATION
TO LIGHT COMMERCIAL (C-1)**

LOCATED AT 3145 E 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 applying a C-1, Light Commercial 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 C-1, Light Commercial zone district be established.

The Planning Commission and City Council find that the C-1, Light Commercial 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 zoned Light Commercial (C-1).

PERIMETER BOUNDARY LEGAL DESCRIPTION

BRETSEL ANNEXATION

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

COMMENCING at the Northeast corner of the SW 1/4 of said Section 10 and assuming the North line of the SW 1/4 of said Section 10 bears N 89°59'33" E with all other

bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°59'33" W along the North line of the SW 1/4 of said Section 10 a distance of 20.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°59'33" W along the North line of the SW 1/4 of said Section 10, a distance of 145.00 feet to its intersection with the Southerly extension of the East line of Heritage-East Subdivision, as same is recorded in Plat Book 12, Page 160, Public Records of Mesa County, Colorado; thence N 00°05'24" W along said projected East line, a distance of 50.00 feet to a point on the North right of way for E-1/2 Road; thence S 89°59'33" W along said North right of way, a distance of 140.01 feet to a point on the East line of Deb's Place Minor Subdivision, as same is recorded in Plat Book 19, Page 204, Public Records of Mesa County, Colorado; thence S 00°05'47" E along said East line, a distance of 10.00 feet to a point on the North right of way for said E-1/2 Road; thence S 89°59'33" W along said North right of way, a distance of 186.75 feet to a point being the Southwest corner of said Deb's Place Minor Subdivision; thence S 00°05'47" E along the Southerly extension of the West line of said Deb's Place Minor Subdivision, a distance of 40.00 feet to a point on the North line of the SW 1/4 of said Section 10; thence S 89°59'33" W along the North line of the SW 1/4 of said Section 10, a distance of 1240.24 feet; thence S 00°01'04" E a distance of 847.72 feet to a point on the North right of way for the South Pacific Transportation Company; thence N 73°01'17" E along said North right of way, being the North line of the Southern Pacific Railroad Annexation No. 2, Ordinance No. 3159, City of Grand Junction, a distance of 1789.69 feet; thence N 00°00'03" E along a line 20.00 feet West of and parallel with, the East line of the SW 1/4 of said Section 10, a distance of 325.33 feet, more or less, to the Point of Beginning.

CONTAINING 23.382 Acres (1,018,535.2 Sq. Ft.) more or less, as described.

Introduced on first reading this 2nd day of June, 2004 and ordered published.

ADOPTED on second reading this _____ day of _____, 2004.

Mayor

ATTEST:

City Clerk

Attach 20

Public Hearing – SGH 27 Road Annexation Located at 215 27 Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Public hearing for acceptance of petition and annexation ordinance for the SGH 27 Road Annexation, located at 215 27 Road							
Meeting Date		June 16, 2004							
Date Prepared		June 10, 2004					File #VE-2004-036		
Author		Lisa E. Cox, AICP			Senior Planner				
Presenter Name		As above			As above				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda				Consent	X	Individual Consideration

Summary: Hold a public hearing and consider final passage of a Resolution for Acceptance of Petition to Annex and Annexation Ordinance for the SGH 27 Road Annexation, located at 215 27 Road.

Budget: N/A

Action Requested/Recommendation: Recommend City Council accept the petition for annexation and adopt the Annexation Ordinance.

Background Information: See attached staff report

Attachments:

1. Staff Report
2. Site Location Map (Figure 1)
3. Aerial Photo Map (Figure 2)
4. Future Land Use Map (Figure 3)
5. Existing City and County Zoning Map (Figure 4)
6. Annexation Map (Figure 5)
7. Resolution of Acceptance
8. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		215 27 Road		
Applicant:		SGH Company, LLC (David Behrhorst, Managing Partner)		
Existing Land Use:		Vacant		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Mining-Gravel Pit		
	East	Residential		
	West	Water Treatment Plant		
Existing Zoning:		RSF-4 and PUD (Mesa County)		
Proposed Zoning:		RSF-2 (Residential Single-Family, not to exceed 2 units/acre)		
Surrounding Zoning:	North	RSF-2 (City); RSF-4 (Mesa County)		
	South	RSF-4 (Mesa County)		
	East	RSF-4 (Mesa County)		
	West	CSR (City)		
Growth Plan Designation:		Residential Medium-Low, 2-4 units/acre		
Zoning within density range?		X	Yes	No

STAFF ANALYSIS

Annexation

It is staff's professional opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the subject property 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.

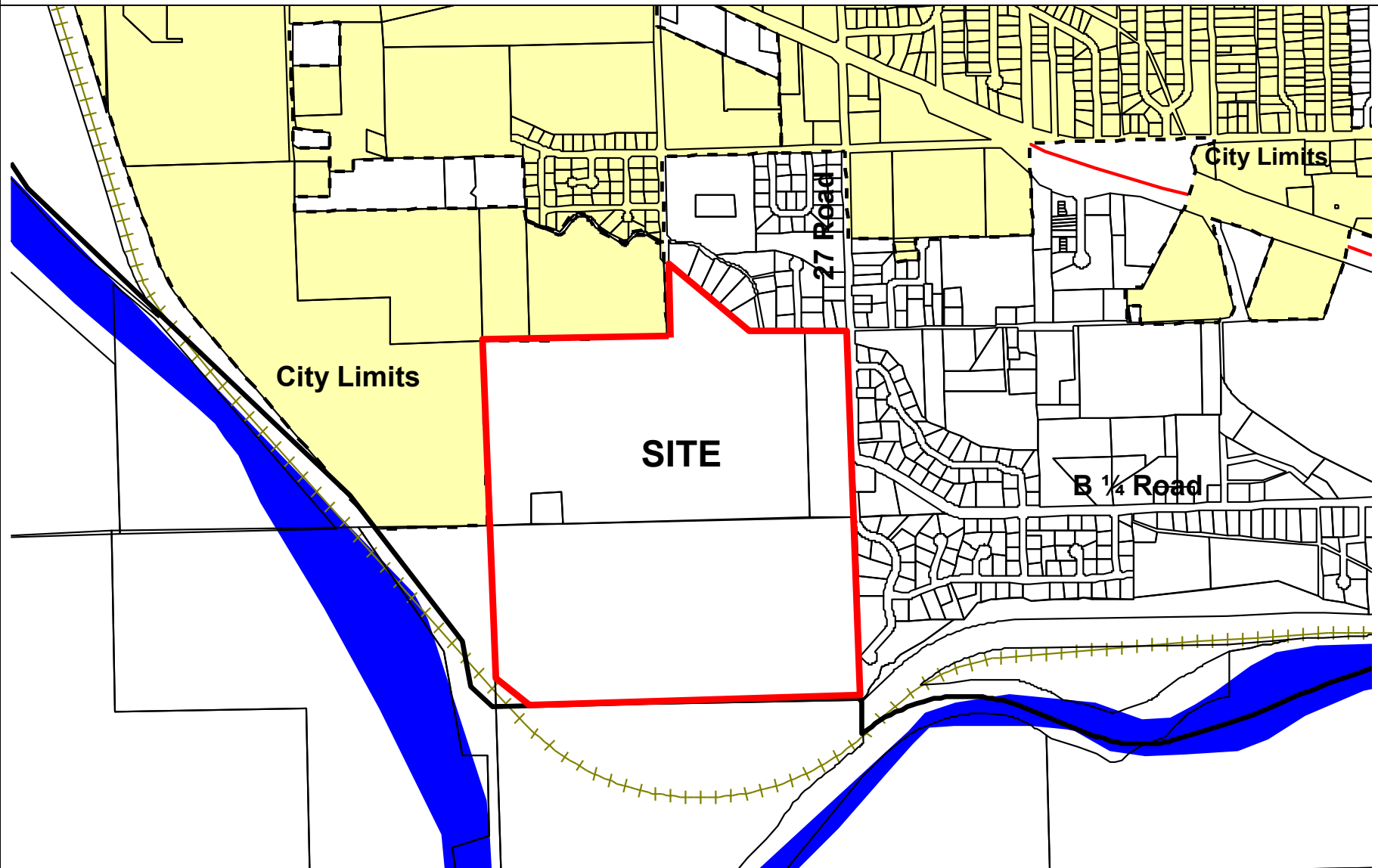
The following annexation and zoning schedule is being proposed.

ANNEXATION SCHEDULE	
5-05-04	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
5-25-04	Planning Commission recommendation for City zone district
6-02-04	First Reading of Zoning Ordinance by City Council
6-16-04	Acceptance of Petition and Public hearing on Annexation and Second Reading of Zoning Ordinance by City Council
7-18-04	Effective date of Annexation and City Zoning

SUMMARY		
File Number:		VE-2004-036
Location:		215 27 Road
Tax ID Number:		2945-264-00-038; 2943-264-00-046; and portion of 2945-351-00-049
Parcels:		3
Estimated Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		1
Acres land annexed:		160.003 acres for annexation area
Developable Acres Remaining:		0 acres
Right-of-way in Annexation:		0 acres
Previous County Zoning:		RSF-4 and PUD
Proposed City Zoning:		RSF-2, Residential Single-Family not to exceed 2 units/acre
Current Land Use:		Vacant
Future Land Use:		Residential
Values:	Assessed:	\$ 29,200
	Actual:	\$ 264,810
Census Tract:		N/A
Address Ranges:		West to East: 2650 - 2699 North to South: 175 -235
Special Districts:	Water:	Ute Water
	Sewer:	Orchard Mesa Sanitation
	Fire:	GJ Rural Fire Dept.
	Drainage:	Orchard Mesa Irrigation and Drainage
	School:	District 51
	Pest:	N/A

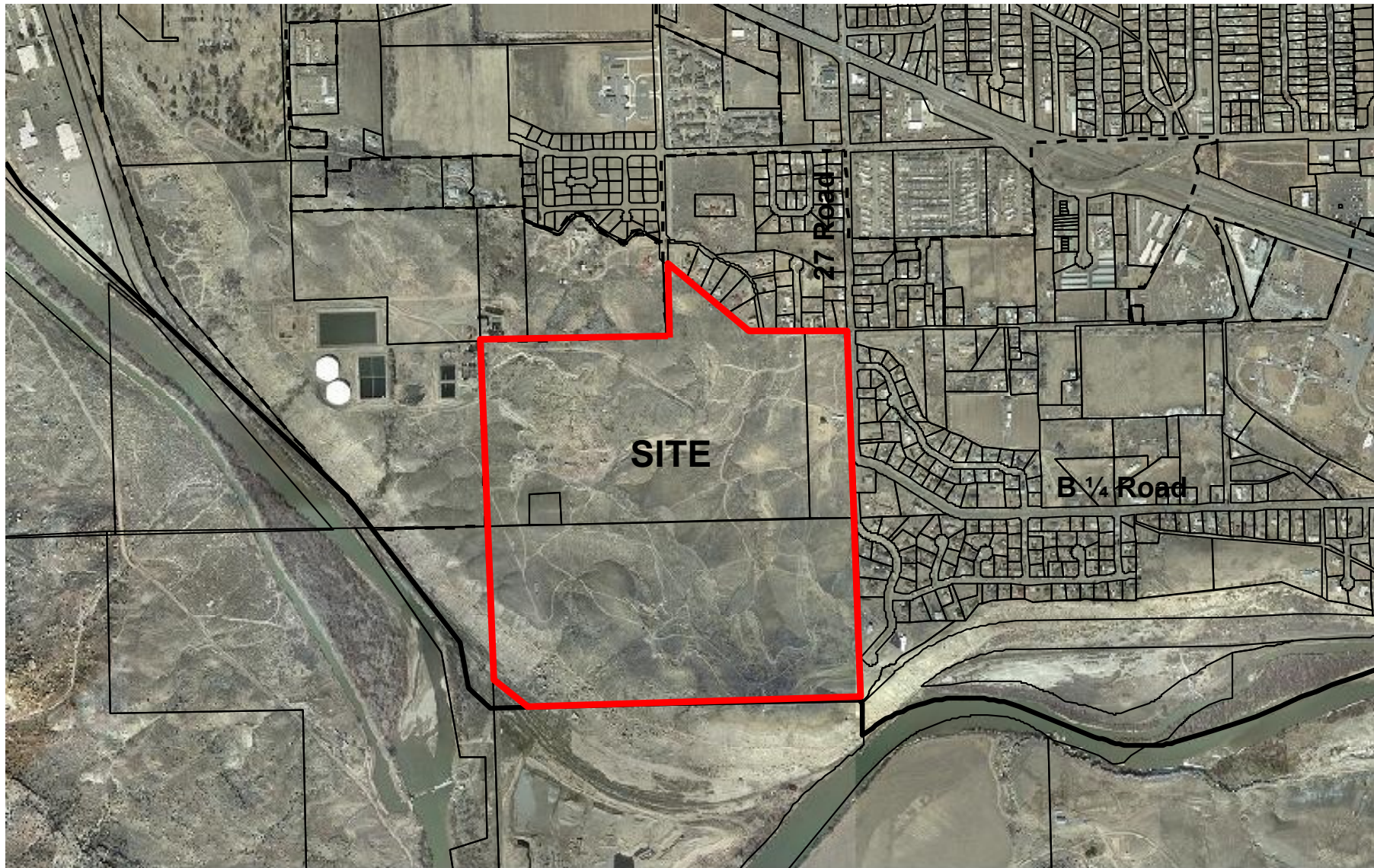
Site Location Map

Figure 1



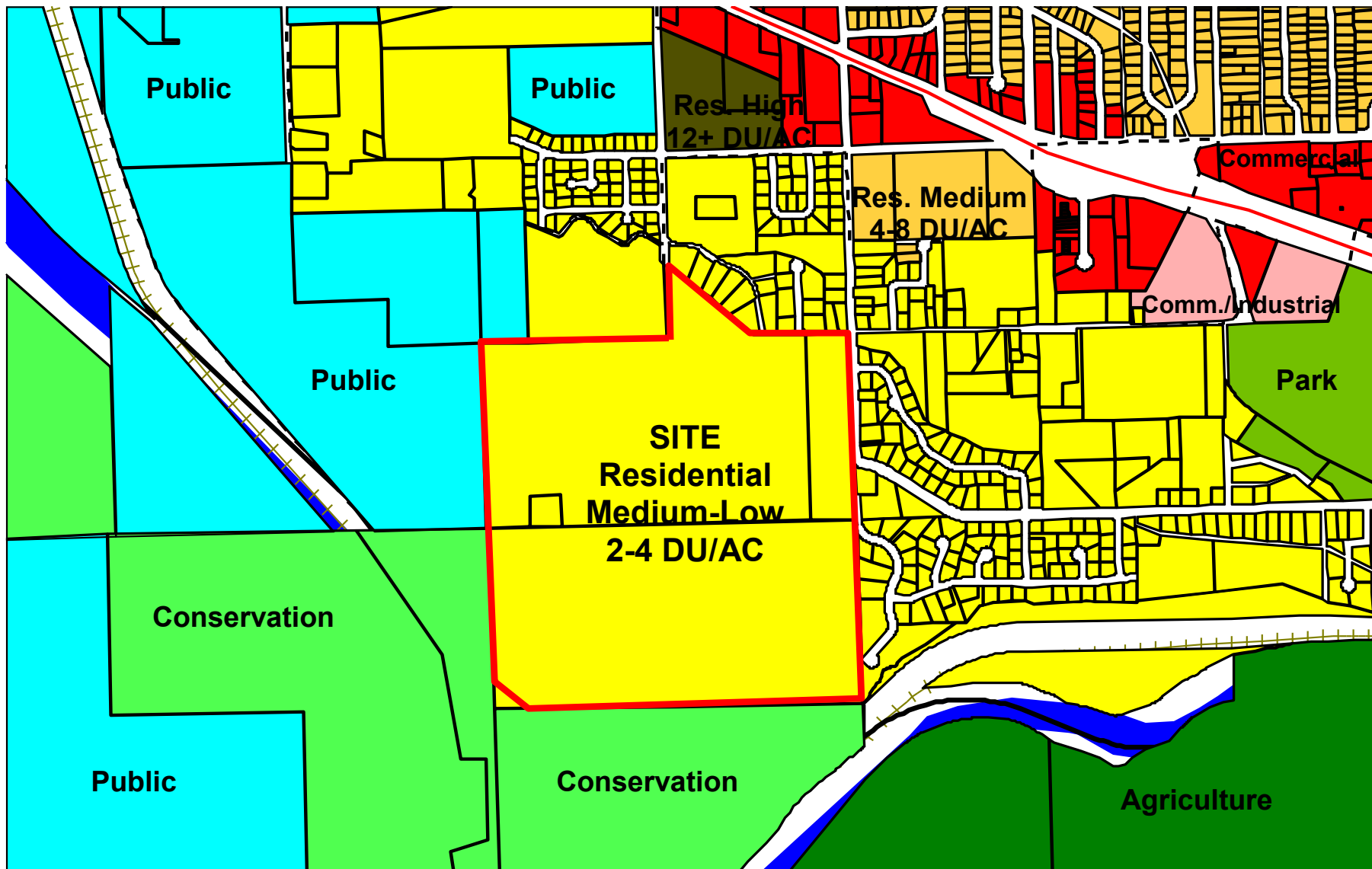
Aerial Photo Map

Figure 2



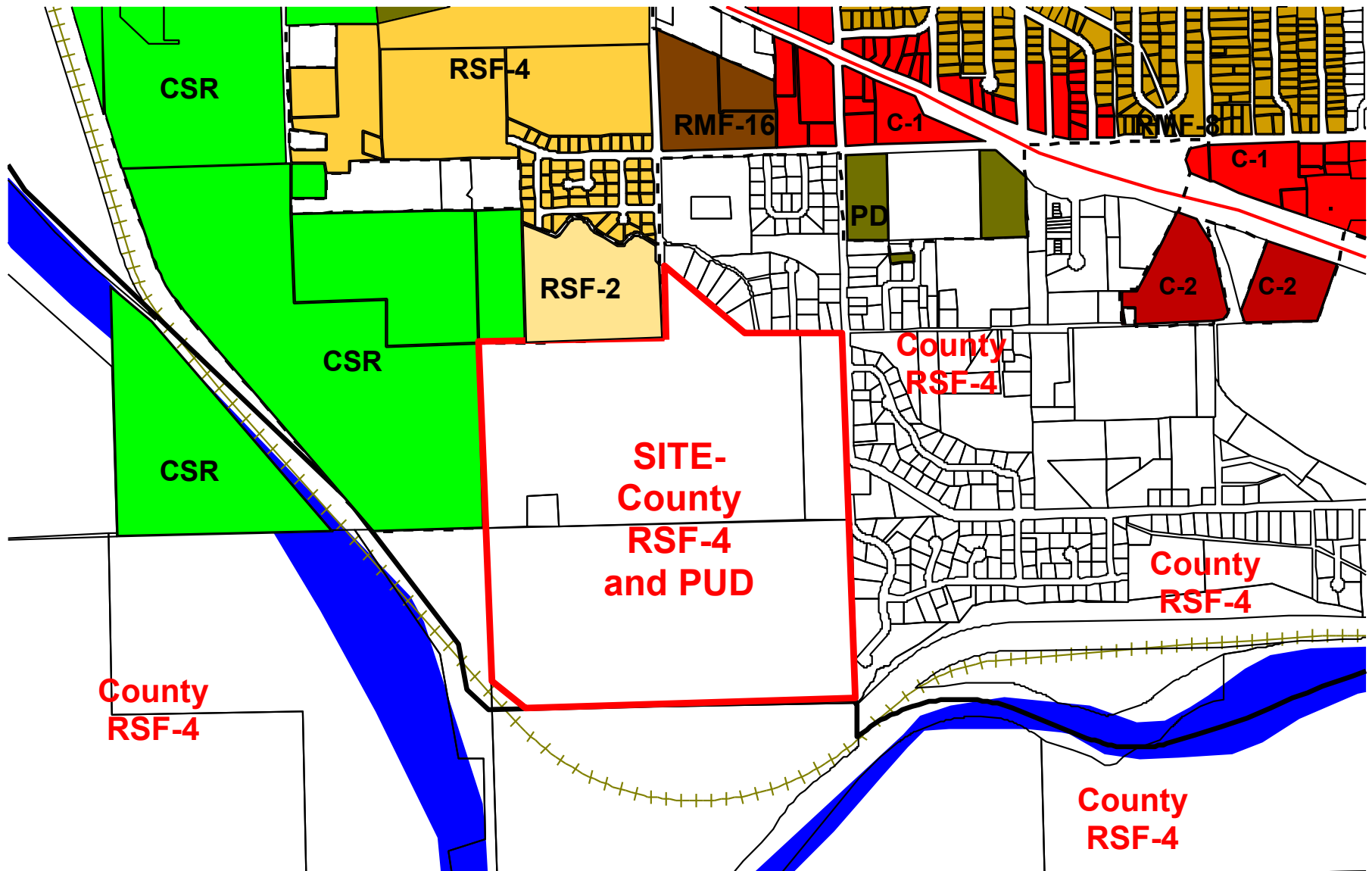
Future Land Use Map

Figure 3



Existing City and County Zoning

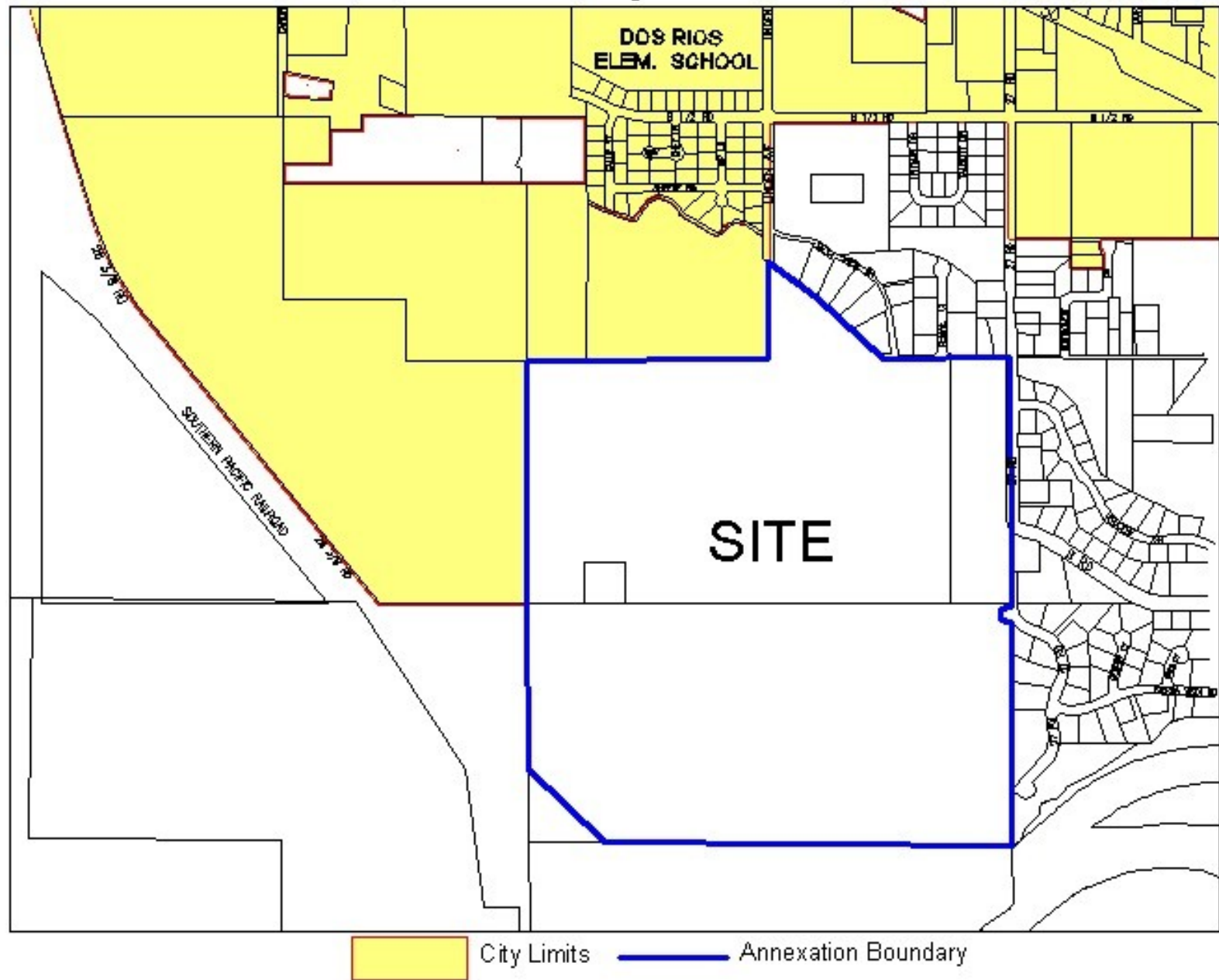
Figure 4



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."

SGH 27 Road Annexation

Figure 5



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. -04

**A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION,
MAKING CERTAIN FINDINGS, DETERMINING THAT PROPERTY
KNOWN AS THE SGH 27 ROAD ANNEXATION
AREA IS ELIGIBLE FOR ANNEXATION**

LOCATED AT 215 27 ROAD

WHEREAS, on the day of 5th day of May, 2004, 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:

SGH 27 ROAD ANNEXATION

A certain 160.003 acre parcel of land lying in the Southeast Quarter (SE 1/4) of Section 26 and the Northeast Quarter (NE 1/4) of Section 35, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 26 and assuming the North line of the SE 1/4 SE 1/4 of said Section 26 bears N 89°36'01" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°36'01" W along the North line of the SE 1/4 SE 1/4 of said Section 26 a distance of 699.54 feet; thence N 47°05'04" W along the Southerly line of Mesa View Subdivision, as same is recorded in Plat Book 6, Page 13, Public Records of Mesa County, Colorado, a distance of 485.21 feet; thence N 52°45'48" W along said Southerly line, a distance of 322.42 feet, more or less, to a point on the East line of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of said Section 26; thence S 00°06'59" E along said East line, a distance of 521.23 feet to a point being the Northwest corner of the SE 1/4 SE 1/4 of said Section 26; thence N 89°36'24" W along the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of said Section 26, a distance of 1310.72 feet to a point being the Northwest corner of the SW 1/4 SE 1/4 of said Section 26; thence S 00°06'16" E along the West line of the SW 1/4 SE 1/4 of said Section 26, a distance of 1316.42 feet to a point being the Southwest corner of the Southeast Quarter (SE 1/4) of said Section 26; thence S 00°04'15" W along the West line of the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of said Section 35, a distance of 924.34 feet; thence S 46°51'19" E a distance of 576.87 feet, more or less, to a point on the South line of the North-half of the Northeast Quarter (N 1/2 NE 1/4) of said Section 35; thence S 89°30'18" E along said South line, a distance of 2191.05 feet to a point being the Southeast corner of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of

said Section 35; thence N 00°09'20" E along the East line of the NE 1/4 NE 1/4 of said Section 35, a distance of 1185.13 feet to a point being the beginning of a 50.00 foot radius curve, concave East, whose long chord bears N 00°09'20" E with a long chord length of 100.00 feet; thence 157.08 feet Northerly along the arc of said curve, through a central angle of 90°00'00"; thence continuing along the East line of the NE 1/4 NE 1/4 of said Section 35, N 00°09'20" E a distance of 30.20 to a point being the Southeast corner of said Section 26; thence N 00°11'42" E along the East line of the SE 1/4 SE 1/4 of said Section 26, a distance of 1320.72 feet, more or less, to the Point of Beginning.

CONTAINING 160.003 Acres (6,969,731.0 Sq. Ft.), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 16th day of June, 2004; 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 _____, 2004.

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
SGH 27 ROAD ANNEXATION
APPROXIMATELY 160.003 ACRES**

LOCATED AT 215 27 Road

WHEREAS, on the 5th day of May, 2004, 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 16th day of June, 2004; 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:

SGH 27 ROAD ANNEXATION

A certain 160.003 acre parcel of land lying in the Southeast Quarter (SE 1/4) of Section 26 and the Northeast Quarter (NE 1/4) of Section 35, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 26 and assuming the North line of the SE 1/4 SE 1/4 of said Section 26 bears N 89°36'01" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°36'01" W along the North line of the SE 1/4 SE 1/4 of said Section 26 a distance of 699.54 feet; thence N 47°05'04" W along the Southerly line of Mesa View Subdivision, as same is recorded in Plat Book 6, Page 13, Public Records of Mesa County, Colorado, a distance of 485.21 feet; thence N 52°45'48" W along said Southerly line, a distance of 322.42 feet, more or less, to a point on the East line of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of said Section 26; thence S 00°06'59" E along said East line, a distance of

521.23 feet to a point being the Northwest corner of the SE 1/4 SE 1/4 of said Section 26; thence N 89°36'24" W along the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of said Section 26, a distance of 1310.72 feet to a point being the Northwest corner of the SW 1/4 SE 1/4 of said Section 26; thence S 00°06'16" E along the West line of the SW 1/4 SE 1/4 of said Section 26, a distance of 1316.42 feet to a point being the Southwest corner of the Southeast Quarter (SE 1/4) of said Section 26; thence S 00°04'15" W along the West line of the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of said Section 35, a distance of 924.34 feet; thence S 46°51'19" E a distance of 576.87 feet, more or less, to a point on the South line of the North-half of the Northeast Quarter (N 1/2 NE 1/4) of said Section 35; thence S 89°30'18" E along said South line, a distance of 2191.05 feet to a point being the Southeast corner of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 35; thence N 00°09'20" E along the East line of the NE 1/4 NE 1/4 of said Section 35, a distance of 1185.13 feet to a point being the beginning of a 50.00 foot radius curve, concave East, whose long chord bears N 00°09'20" E with a long chord length of 100.00 feet; thence 157.08 feet Northerly along the arc of said curve, through a central angle of 90°00'00"; thence continuing along the East line of the NE 1/4 NE 1/4 of said Section 35, N 00°09'20" E a distance of 30.20 to a point being the Southeast corner of said Section 26; thence N 00°11'42" E along the East line of the SE 1/4 SE 1/4 of said Section 26, a distance of 1320.72 feet, more or less, to the Point of Beginning.

CONTAINING 160.003 Acres (6,969,731.0 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 5th day of May, 2004.

ADOPTED and ordered published this ____ day of _____, 2004.

Attest:

President of the Council

City Clerk

Attach 21

Pubic Hearing Zoning the SGH 27 Road Annex Located at 215 27 Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Zoning the SGH 27 Road Annexation, located at 215 27 Road							
Meeting Date		June 16, 2004							
Date Prepared		June 10, 2004					File #VE-2004-036		
Author		Lisa E. Cox, AICP			Senior Planner				
Presenter Name		As above			As above				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda				Consent	X	Individual Consideration

Summary: Hold a public hearing and consider final passage of the zoning ordinance to zone the SGH 27 Road Annexation Residential Single-Family-2 (RSF-2), located at 215 27 Road.

Budget: N/A

Action Requested/Recommendation: Approve second reading of the zoning ordinance and hold public hearing.

Background Information: See attached staff report

Attachments:

1. Staff Report
2. Site Location Map (Figure 1)
3. Aerial Photo Map (Figure 2)
4. Future Land Use Map (Figure 3)
5. Existing City and County Zoning (Figure 4)
6. Annexation Map (Figure 5)
7. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		215 27 Road		
Applicant:		SGH Company, LLC (David Behrhorst, Managing Partner)		
Existing Land Use:		Vacant		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Mining-Gravel Pit		
	East	Residential		
	West	Water Treatment Plant		
Existing Zoning:		RSF-4 and PUD (Mesa County)		
Proposed Zoning:		RSF-2 (Residential Single-Family, not to exceed 2 units/acre)		
Surrounding Zoning:	North	RSF-2 (City); RSF-4 (Mesa County)		
	South	RSF-4 (Mesa County)		
	East	RSF-4 (Mesa County)		
	West	CSR (City)		
Growth Plan Designation:		Residential Medium-Low, 2-4 units/acre		
Zoning within density range?		X	Yes	No

Staff Analysis:

ZONING OF ANNEXATION:

The proposed zoning for the SGH 27 Road Annexation is the Residential Single-family, 2 dwelling units per acre (RSF-2) zone district. The proposed use of the site is to be residential, which is in keeping with the goals of the Growth Plan and the RSF-2 zone district. Section 2.14(F), Zoning of Annexed Properties, of the Zoning and Development Code, states that land annexed into the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with existing County zoning.

REZONING CRITERIA:

The annexed property or rezone must be evaluated using the criteria noted in Section 2.6(A) of the Zoning and Development Code. The criteria are as follows:

- 1. The existing zoning was in error at the time of adoption.** This property is being annexed into the City and has not been previously considered for zoning, therefore, there has not been an error in zoning.

2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc. The property is located in an area with developing residential uses. The request for Residential Single-family, 2 units/acre (RSF-2) zoning is in keeping with the Growth Plan and Section 2.14, Annexations, of the Zoning and Development Code.

3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances. The requested rezone to RSF-2 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 proposed 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 the Code and other City regulations and guidelines. The proposal is in conformance with the Growth Plan, and the policies and 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. Adequate public facilities and services are currently available and can address the impacts consistent with the RSF-2 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. An adequate supply of land is available in the community, however, it is located in the County and has not yet developed. This area is designated as Residential Medium-Low, 2-4 units/acre on the Future Land Use Map of the Growth Plan. In accordance with Section 2.14, Annexations, of the Zoning and Development Code, the Residential Single-family, 2 units/acre (RSF-2) zone district is appropriate for this property when it develops.

7. The community or neighborhood will benefit from the proposed zone. The surrounding neighborhood and community would benefit from the proposed rezone by providing a development which meets the goals and policies of the Growth Plan.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission made a recommendation of approval of the Residential Single-Family-2 (RSF-2) zone district for the following reasons:

- RSF-2 zone district meets the recommended land use categories as shown through the Growth Plan, as well as the Growth Plan's goals and policies.
- RSF-2 zone district meets the criteria found in Section 2.6(A) of the Zoning and Development Code.

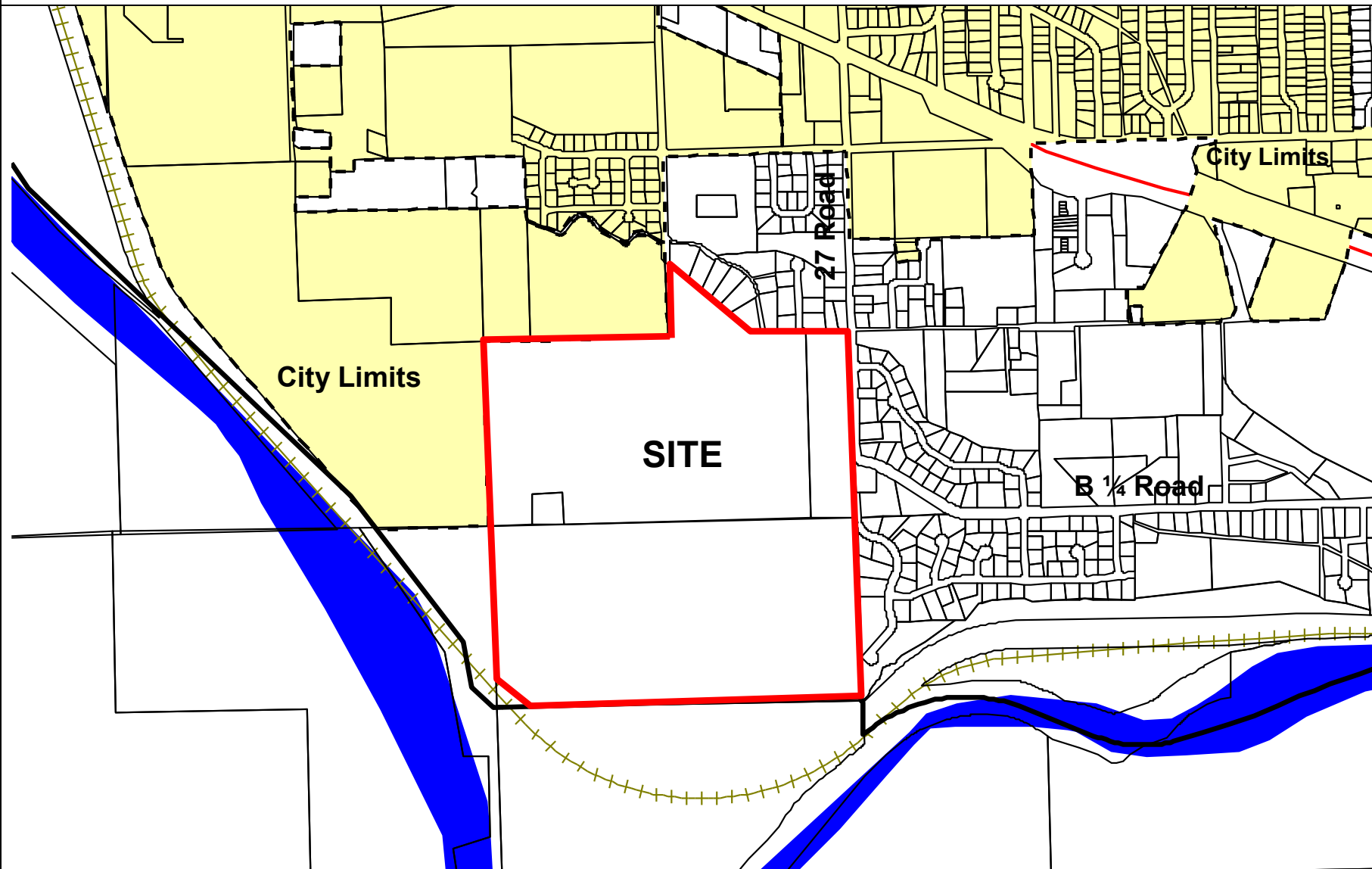
Attachments:

1. Site Location Map (Figure 1)
2. Aerial Photo Map (Figure 2)
3. Future Land Use Map (Figure 3)
4. Existing City and County Zoning Map (Figure 4)
5. Annexation Map (Figure 5)
6. Zoning Ordinance

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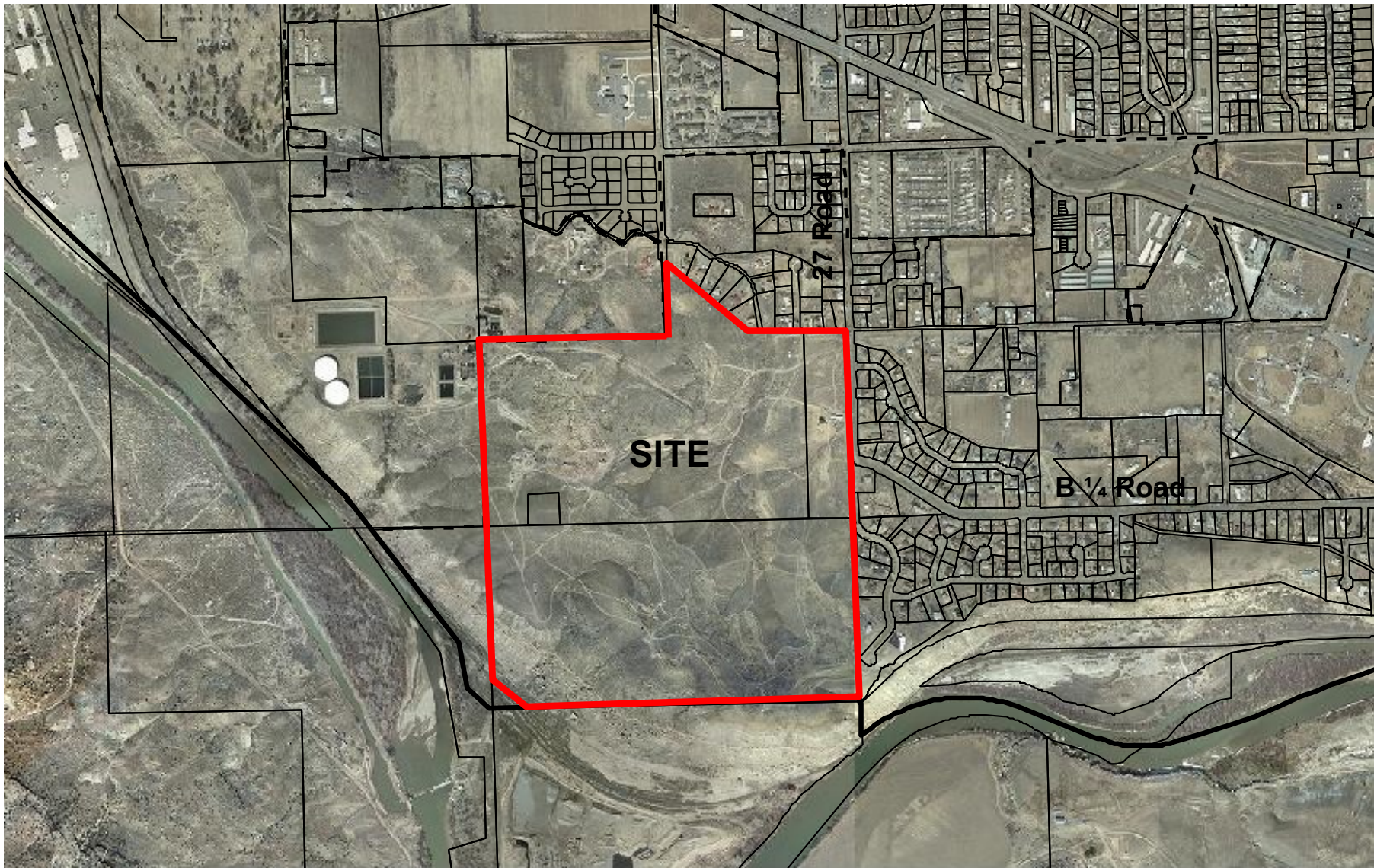
Site Location Map

Figure 1



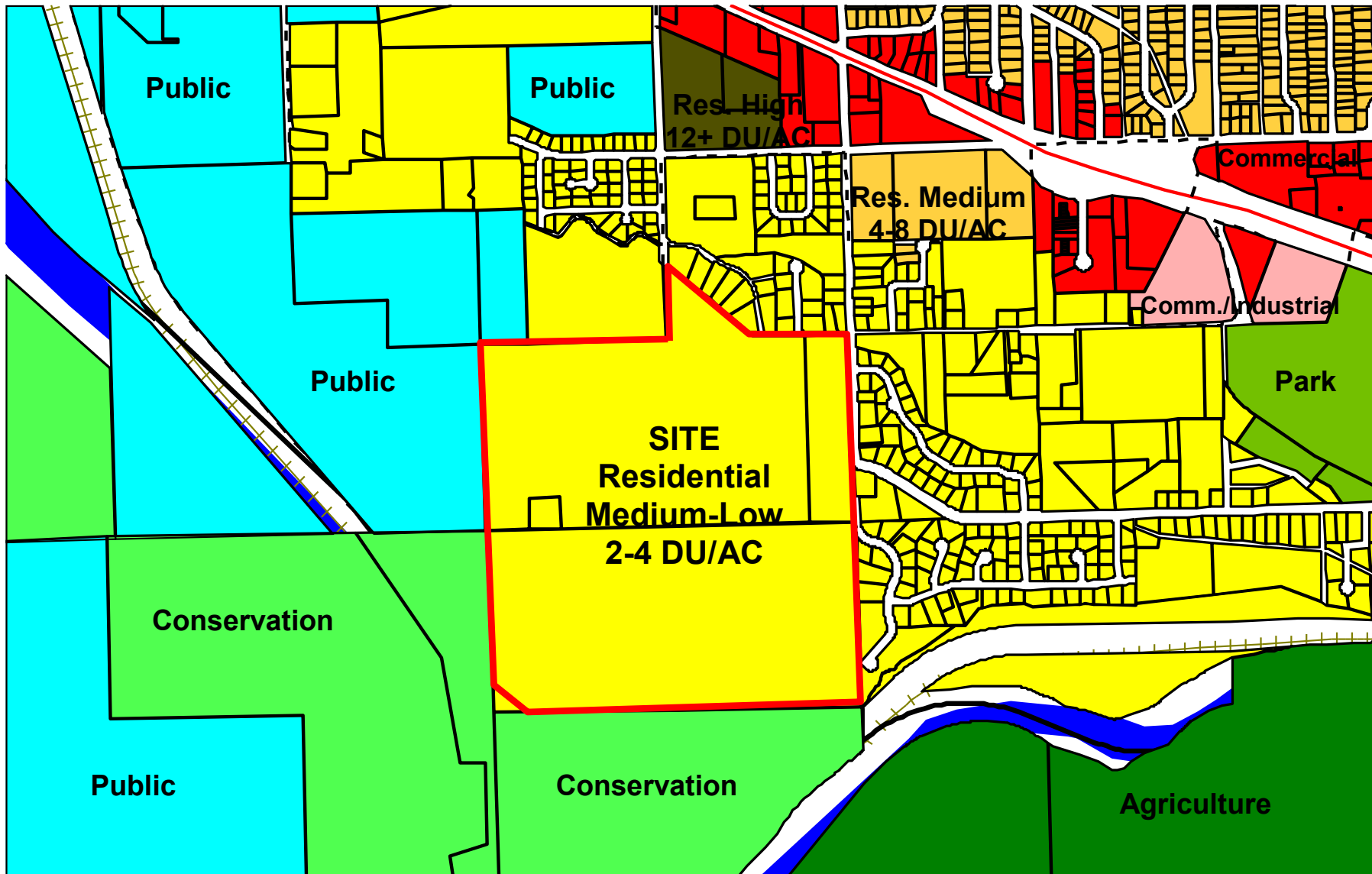
Aerial Photo Map

Figure 2



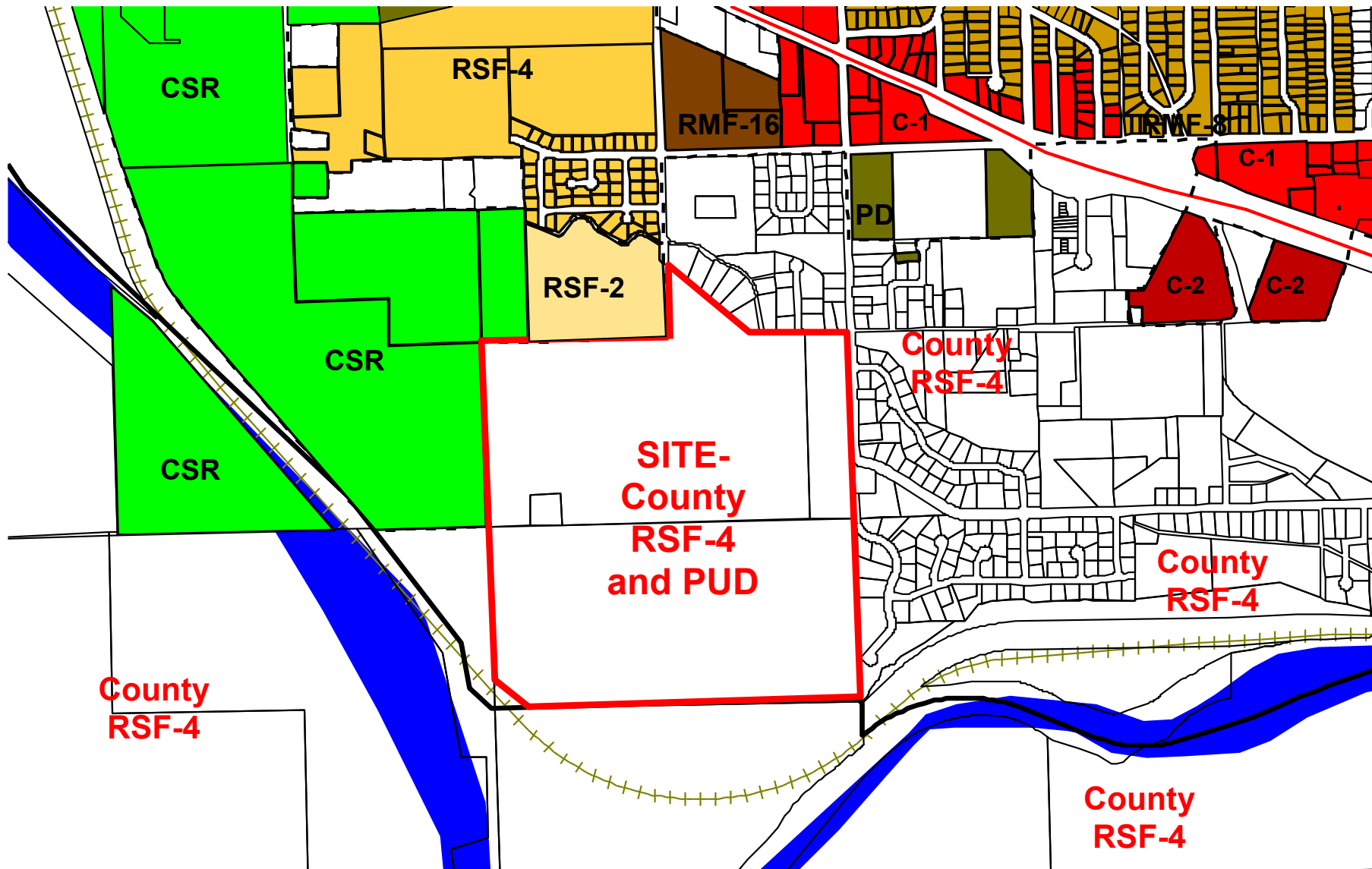
Future Land Use Map

Figure 3



Existing City and County Zoning

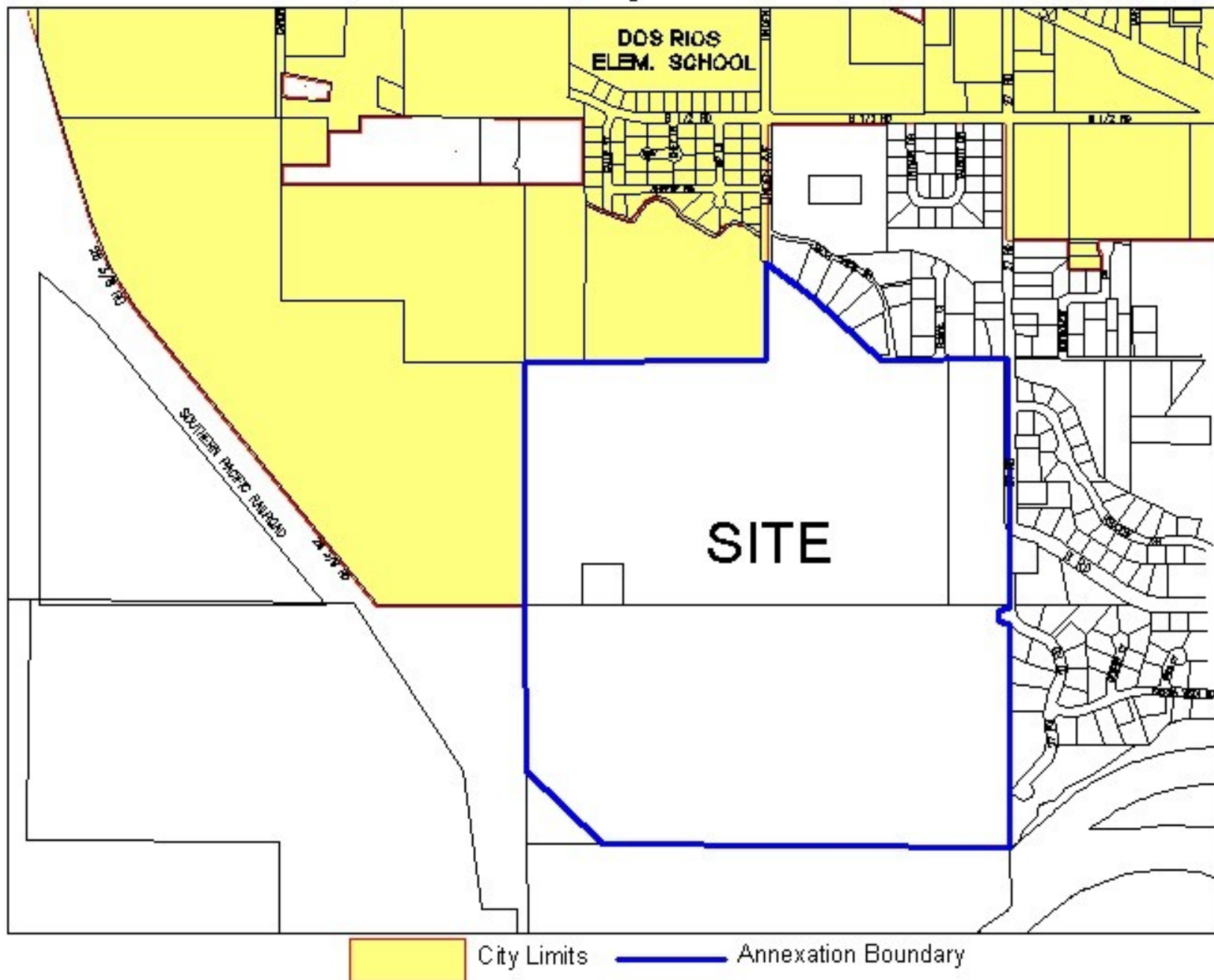
Figure 4



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."

SGH 27 Road Annexation

Figure 5



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE No. ____

**An Ordinance Zoning the SGH 27 Road Annexation to
Residential Single-Family-2 (RSF-2),
Located at 215 27 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 zoning the SGH 27 Road Annexation to the RSF-2 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 lands uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RSF-2 zone district be established.

The Planning Commission and City Council find that the RSF-2 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 RSF-2, Residential Single Family with a density not to exceed 2 units per acre, zone district:

SGH 27 ROAD ANNEXATION

A certain 160.003 acre parcel of land lying in the Southeast Quarter (SE 1/4) of Section 26 and the Northeast Quarter (NE 1/4) of Section 35, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 26 and assuming the North line of the SE 1/4 SE 1/4 of said Section 26 bears N 89°36'01" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°36'01" W along the North line

of the SE 1/4 SE 1/4 of said Section 26 a distance of 699.54 feet; thence N 47°05'04" W along the Southerly line of Mesa View Subdivision, as same is recorded in Plat Book 6, Page 13, Public Records of Mesa County, Colorado, a distance of 485.21 feet; thence N 52°45'48" W along said Southerly line, a distance of 322.42 feet, more or less, to a point on the East line of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of said Section 26; thence S 00°06'59" E along said East line, a distance of 521.23 feet to a point being the Northwest corner of the SE 1/4 SE 1/4 of said Section 26; thence N 89°36'24" W along the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of said Section 26, a distance of 1310.72 feet to a point being the Northwest corner of the SW 1/4 SE 1/4 of said Section 26; thence S 00°06'16" E along the West line of the SW 1/4 SE 1/4 of said Section 26, a distance of 1316.42 feet to a point being the Southwest corner of the Southeast Quarter (SE 1/4) of said Section 26; thence S 00°04'15" W along the West line of the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of said Section 35, a distance of 924.34 feet; thence S 46°51'19" E a distance of 576.87 feet, more or less, to a point on the South line of the North-half of the Northeast Quarter (N 1/2 NE 1/4) of said Section 35; thence S 89°30'18" E along said South line, a distance of 2191.05 feet to a point being the Southeast corner of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 35; thence N 00°09'20" E along the East line of the NE 1/4 NE 1/4 of said Section 35, a distance of 1185.13 feet to a point being the beginning of a 50.00 foot radius curve, concave East, whose long chord bears N 00°09'20" E with a long chord length of 100.00 feet; thence 157.08 feet Northerly along the arc of said curve, through a central angle of 90°00'00"; thence continuing along the East line of the NE 1/4 NE 1/4 of said Section 35, N 00°09'20" E a distance of 30.20 to a point being the Southeast corner of said Section 26; thence N 00°11'42" E along the East line of the SE 1/4 SE 1/4 of said Section 26, a distance of 1320.72 feet, more or less, to the Point of Beginning.

CONTAINING 160.003 Acres (6,969,731.0 Sq. Ft.), more or less, as described.

Introduced on first reading this 2nd day of June, 2004.

PASSED and ADOPTED on second reading this ____ day of June, 2004.

Mayor

ATTEST:

City Clerk

Attach 22

Public Hearing – Sanitary Sewer Improvement District

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Public Hearing and Second Reading of a Proposed Assessing Ordinance for Sanitary Sewer Improvement District No. SS-45-03							
Meeting Date		June 16, 2004							
Date Prepared		June 10, 2004					File #		
Author		Michael Grizenko			Real Estate Technician				
Presenter Name		Mark Relph			Public Works and Utilities Director				
Report results back to Council		X	No		Yes	When			
Citizen Presentation		X	Yes		No	Name	Any Interested Citizen		
	Workshop	X	Formal Agenda				Consent	X	Individual Consideration

Summary: Sanitary sewer facilities have been installed as petitioned by and for the special benefit of nine properties located in the vicinity of North 7th Street (26 ½ Road) and F ½ Rd. The proposed ordinance would levy assessments in the amount of \$7,416.05 upon each of the nine benefiting parcels.

Budget: Sufficient funds were transferred in 2003 from Fund 902 - the Sewer System General Fund, to Fund 906 – the Septic System Elimination Fund, to support expenses related to this project. Except for the 30% Septic System Elimination contribution, this fund will be reimbursed by assessments to be levied against the nine benefiting properties. The estimated versus actual costs and assessments are as follows:

Item	Original Estimate	Actual	Difference
Total Project Costs*	\$107,366.00	\$ 95,349.25	- \$12,016.75
30% Contribution	\$ 32,209.80	\$ 28,604.78	- \$ 3,605.02
Per Lot Assessment**	\$ 8,350.69	\$ 7,416.05	- \$ 934.64

* Total Project Costs include design, construction, inspection and administration.

**Assessments do not include Plant Investment Fees, Trunk Line Extension Fees and costs to connect to the sewer main, (see explanation under the Background section).

Background Information: The petition requesting the improvements provides that all costs associated with this District be assessed against and upon the benefiting properties. Assessable costs include design, construction, inspection to provide sanitary sewer main lines, manholes and service lines to property boundaries, plus administration and compensation for easements. The proposed assessments represent a 30% contribution by the Sewer Fund as authorized by the Septic System Elimination Program jointly adopted by Council and the County Commissioners in May of 2000.

Upon final passage of the proposed assessing ordinance, each owner of property within the District will have until October 22nd, 2001 to pay their assessment in full. Assessments not paid in full will be submitted to the Mesa County Treasurer for collection under a 10 year amortization schedule with 6 % added for collection costs and 8 % simple interest accruing against the declining balance.

A summary of the process that follows submittal of the petition is provided below. Items preceded by a √ indicate steps already taken with this Improvement District and the item preceded by a ► indicates the step being taken with the current Council action.

1. √ City Council passes a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.
2. √ Council conducts a public hearing and passes a Resolution creating the Improvement District.
3. √ Council awards the construction contract.
4. √ Construction.
5. √ After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the Improvement District.
6. √ Council passes a Resolution approving and accepting the improvements and gives notice of a public hearing concerning a proposed Assessing Ordinance.
7. √ Council conducts the first reading of the proposed Assessing Ordinance.
8. ► Council conducts a public hearing and second reading of the proposed Assessing Ordinance.
9. The adopted Ordinance is published for three consecutive days.

10. The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at anytime during the ten-year period.

Action Requested/Recommendation: Conduct Public Hearing and Adopt Proposed Ordinance on Second Reading.

Attachments: 1) Vicinity Map; 2) Ownership Summary Sheet; 3) Proposed Ordinance.

**BOUNDARY OF THE 26 1/2 ROAD
SANITARY SEWER IMPROVEMENT DISTRICT**



OWNERSHIP SUMMARY

26 ½ ROAD SANITARY SEWER IMPROVEMENT DISTRICT No. SS-45-03

SCHEDULE NO.	OWNERSHIP	PROPERTY ADDRESS
2945-022-00-050	L. Lucille Perry, Trustee	665 26 ½ Road
2945-022-00-030	• Virginia von Storch, Trustee	657 26 ½ Road
2945-022-10-011	• The R & R Company	653 26 ½ Road
2945-022-10-013 ¹	• Robert W. & Nancy L. Uhl	650 Larkspur Lane
2945-021-06-010 ²	• Cecily Ray	Vacant
2945-021-06-011	• Cecily Ray	Vacant
2945-021-06-012 ³	• Cecily Ray	Vacant
2945-023-12-002	Ben & Cheryl Kilgore	649 26 ½ Road
2945-023-12-001	Christopher Chessani	2647 Larkspur Lane
<ul style="list-style-type: none"> Indicates Property Owners Signing Petition = 6 of 9 owners or 67% 		
¹ Now owned by Sandra L. & David F. Geer Jr.		
² Now owned by Roger A. Harris.		
³ Now owned by Nancy L. & Robert W. Uhl.		

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ASSESSABLE COST OF THE IMPROVEMENTS MADE IN AND FOR SANITARY SEWER IMPROVEMENT DISTRICT NO. SS-45-03, IN THE CITY OF GRAND JUNCTION, COLORADO, PURSUANT TO ORDINANCE NO. 178, ADOPTED AND APPROVED THE 11TH DAY OF JUNE, 1910, AS AMENDED; APPROVING THE APPORTIONMENT OF SAID COST TO EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; ASSESSING THE SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; APPROVING THE APPORTIONMENT OF SAID COST AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENT

WHEREAS, the City Council and the Municipal Officers of the City of Grand Junction, in the State of Colorado, have complied with all the provisions of law relating to certain improvements in Sanitary Sewer Improvement District No. SS-45-03, in the City of Grand Junction, pursuant to Ordinance No. 178 of said City, adopted and approved June 11, 1910, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, and pursuant to the various resolutions, orders and proceedings taken under said Ordinance; and

WHEREAS, the City Council has heretofore caused to be published the Notice of Completion of said local improvements in said Sanitary Sewer Improvement District No. SS-45-03, and the apportionment of cost thereof to all persons interested and to the owners of real estate which is described therein, said real estate comprising the district of land known as Sanitary Sewer Improvement District No. SS-45-03, in the City of Grand Junction, Colorado, which said Notice was caused to be published in the Daily Sentinel, the official newspaper of the City of Grand Junction (the first publication thereof appearing on May 7, 2004, and the last publication thereof appearing on May 9, 2004); and

WHEREAS, said Notice recited the share to be apportioned to and upon each lot or tract of land within said District assessable for said improvements, and recited that complaints or objections might be made in writing to the Council and filed with the City Clerk within thirty (30) days from the first publication of said Notice, and that such complaints would be heard and determined by the Council at its first regular meeting after the said thirty (30) days and before the passage of any ordinance assessing the cost of said improvements; and

WHEREAS, no written complaints or objections have been made or filed with the City Clerk as set forth in said Notice; and

WHEREAS, the City Council has fully confirmed the statement prepared by the City Engineer and certified by the President of the Council showing the assessable cost of said improvements and the apportionment thereof heretofore made as contained in that certain Notice to property owners in Sanitary Sewer Improvement District No. SS-45-03, duly published in the Daily Sentinel, the official newspaper of the City, and has duly ordered that the cost of said improvements in said Sanitary Sewer Improvement District No. SS-45-03 be assessed and apportioned against all of the real estate in said District in the portions contained in the aforesaid Notice; and

WHEREAS, from the statement made and filed with the City Clerk by the City Engineer, it appears that the assessable cost of the said improvements is \$70,749.18, said sum including a one-time charge of six percent (6%) for costs of collection and other incidentals; and

WHEREAS, from said statement it also appears the City Engineer has apportioned a share of the assessable cost to each lot or tract of land in said District in the following proportions and amounts, severally, to wit:

TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-022-00-050	BEG 602.3FT N OF SE COR NW4 SEC 2 1S 1W, W 240 FT, N 181.5 FT, E 240FT S TO BEG & LOT 13 NORTHFIELD ESTATES SUB SD SEC 2 EXC RD IN B-939 P-74 MESA COUNTY RECORDS.	\$7,861.02
2945-022-00-030	BEG 420.8FT N OF SE COR NW4 SEC 2 1S 1W, W 240 FT, N181.5FT, E 240 FT, S TO BEG EXC RD IN B 939 P 73 COUNTY CLERKS OFFICE.	\$7,861.02
2945-022-10-011	LOT 24 NORTHFIELD ESTATES SUB SEC 2 1S 1W, CITY OF GRAND JUNCTION.	\$7,861.02
2945-022-10-013	LOT 25 NORTHFIELD ESTATES SUB SEC 2 1S1W, CITY OF GRAND JUNCTION.	\$7,861.02
2945-021-06-010	LOT 1 ROUND HILL SUB SEC 2 1S 1W, CITY OF GRAND JUNCTION.	\$7,861.02
2945-021-06-011	LOT 2 ROUND HILL SUB SEC 2 1S 1W, CITY OF GRAND JUNCTION.	\$7,861.02
2945-021-06-012	LOT 3 ROUND HILL SUB SEC 2 1S 1W, CITY OF GRAND JUNCTION.	\$7,861.02
2945-023-12-002	LOT 26 NORTHFIELD ESTATES SUB SEC 2 1S 1W, CITY OF GRAND JUNCTION.	\$7,861.02
2945-023-12-001	LOT 27 NORTHFIELD ESTATES SUB SEC 2 1S 1W, CITY OF GRAND JUNCTION	\$7,861.02

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

Section 1. That the assessable cost and apportionment of the same, as hereinabove set forth, is hereby assessed against all real estate in said District, and to and upon each lot or tract of land within said District, and against such persons in the portions and amounts which are severally hereinbefore set forth and described.

Section 2. That said assessments, together with all interests and penalties for default in payment thereof, and all cost of collecting the same, shall from the time of final publication of this Ordinance constitute a perpetual lien against each lot of land herein described, on a parity with the tax lien for general, State, County, City and school taxes, and no sale of such property to enforce any general, State, County, City or school tax or other lien shall extinguish the perpetual lien of such assessment.

Section 3. That said assessment shall be due and payable within thirty (30) days after the final publication of this Ordinance without demand; provided that all such assessments may, at the election of the owner, be paid in installments with interest as hereinafter provided. Failure to pay the whole assessment within the said period of thirty (30) days shall be conclusively considered and held an election on the part of such owner to pay in such installments. All persons so electing to pay in installments shall be conclusively considered and held as consenting to said improvements, and such election shall be conclusively considered and held a waiver of any and all rights to question the power and jurisdiction of the City to construct the improvements, the quality of the work and the regularity or sufficiency of the proceedings, or the validity or correctness of the assessment.

Section 4. That in case of such election to pay in installments, the assessments shall be payable in ten (10) equal annual installments of the principal. The first of said installments of principal shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of eight percent (8%) per annum on the unpaid principal, payable annually.

Section 5. That the failure to pay any installments, whether of principal or interest, as herein provided, when due, shall cause the whole unpaid principal to become due and payable immediately and the whole amount of the unpaid principal

and accrued interest shall thereafter draw interest at the rate of eight percent (8%) per annum until the day of sale, as by law provided; but at any time prior to the date of sale, the owner may pay the amount of such delinquent installment or installments, with interest at the rate of eight percent (8%) per annum as aforesaid; and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any piece of real estate not in default as to any installments may at any time pay the whole of the unpaid principal with interest accrued.

Section 6. That payment may be made to the City Finance Director at any time within thirty (30) days after the final publication of this Ordinance, and an allowance of the six percent (6%) added for cost of collection and other incidentals shall be made on all payments made during said period of thirty (30) days.

Section 7. That the monies remaining in the hands of the City Finance Director as the result of the operation and payments under Sanitary Sewer Improvement District No. SS-45-03 shall be retained by the Finance Director and shall be used thereafter for the purpose of further funding of past or subsequent improvement districts which may be or may become in default.

Section 8. That all provisions of Ordinance No. 178 of the City of Grand Junction, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, shall govern and be taken to be a part of this Ordinance with respect to the creation of said Sanitary Sewer Improvement District No. SS-45-03, the construction of the improvements therein, the apportionment and assessment of the cost thereof and the collection of such assessments.

Section 9. That this Ordinance, after its introduction and first reading, shall be published once in full in the Daily Sentinel, the official newspaper of the City, at least ten (10) days before its final passage, and after its final passage, it shall be numbered and recorded in the City ordinance record, and a certificate of such adoption and publication shall be authenticated by the certificate of the publisher and the signature of the President of the Council and the City Clerk, and shall be in full force and effect on and after the date of such final publication, except as otherwise provided by the Charter of the city of Grand Junction.

INTRODUCED and **ORDERED PUBLISHED** this 2nd day of June, 2004.

Passed and Adopted on the _____ day of _____, 2004

Attest:

City Clerk

President of the Council

Attach 23**Public Hearing – Adoption of CDGB 2004 Action Plan****CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA									
Subject		Public Hearing - CDBG 2004 Program Year Action Plan, a part of the 2001 Five-Year Consolidated Plan							
Meeting Date		June 16, 2004							
Date Prepared		June 4, 2004				File # N/A			
Author		David Thornton			Principal Planner				
Presenter Name		David Varley			Assistant City Manager				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X	Formal Agenda				Consent	X	Individual Consideration

Summary: City Council will consider final adoption of the 2004 Program Year Action Plan. This annual plan is required by the Department of Housing and Urban Development (HUD) for the use of CDBG funds. The Action Plan includes the CDBG projects for the 2004 Program Year City Council approved for funding on May 19, 2004.

Budget: CDBG 2004 budget of \$407,000

Action Requested/Recommendation: Adopt by Resolution the 2004 Program Year Action Plan as a part of the 2001 Five-Year Consolidated Plan.

Attachments:

1. 2004 Program Year Action Plan
2. Resolution

Background Information: This is a public hearing to receive input regarding the 2004 Program Year Action Plan. The 2004 action plan takes a look at the thirteen projects that will be funded by 2004 CDBG funds as well as other projects that various community organizations have plans to begin, complete and/or are ongoing during the 2004 program year. The 2004 CDBG program year begins September 1, 2004. The City of Grand Junction is expecting to receive \$407,000 in CDBG funds for the 2004 program year from the Department of Housing and Urban Development. The 2004 Program Year Action Plan also includes capital projects the City of Grand Junction has identified for 2004 in its 10 year Capital Improvements Program.

CITY OF GRAND JUNCTION



2004 Action Plan

A part of the 2001 Five-Year Consolidated Plan

4 CFR Part 91--consolidated submissions for community planning and development programs
under the Community Development Block Grant CDBG Program;

June 16, 2004

DRAFT

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INTRODUCTION

The City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development in 1996 when the County's population reached 100,000. This designation entitles Grand Junction to an annual grant of funds under the Community Development Block Grant Program (CDBG). To be eligible for funding the City must submit a Consolidated Plan, which serves as a federally required planning document that guides community development efforts in Grand Junction. The City of Grand Junction adopted its' Five-Year Consolidated Plan on June 6, 2001.

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income. The content and structure of the Consolidated Plan follows regulations and guidelines promulgated by the U.S. Department of Housing and Urban Development (HUD).

This 2001 Five-Year Consolidated Plan marked the continuation of an on-going community development planning process for Grand Junction. The intent of the process is to develop a set of local priority needs and objectives through a coordinated effort with special emphasis on citizen participation and interagency involvement. The City of Grand Junction Community Development Department is the lead organization in the development of the City Consolidated Plan and subsequent one year Action Plans which help implement the goals and strategies in the Plan.

The 2002 CDBG Action Plan is year two of the 2001 Five-Year Consolidated Plan. It is an addendum to Chapter Six of the Consolidated Plan and was adopted June 5, 2002 and became a part of the City's 2001 Five-Year Consolidated Plan.

The 2003 CDBG Action Plan is year three of the 2001 Five-Year Consolidated Plan. This Action Plan is an addendum to Chapter Six of the Consolidated Plan and was adopted on June 16, 2003 and became a part of the City's 2001 Five-Year Consolidated Plan.

The 2004 CDBG Action Plan is year four of the 2001 Five-Year Consolidated Plan. This Action Plan is an addendum to Chapter Six of the Consolidated Plan and upon adoption will become a part of the City's 2001 Five-Year Consolidated Plan.

2004 Program Year Action Plan

A Part of the 2001 Five-Year Consolidated Plan

City of Grand Junction, Colorado

Community Development Block Grant Entitlement Program (CDBG)

EXECUTIVE SUMMARY

of 2001 Five-Year Consolidated Plan (Revised)

Introduction

In 1996 the federal government established Grand Junction as a community entitled to receive Community Development Block Grant Funds. Every five years the City prepares and adopts a new five-year consolidated plan. The City adopted the 2001 Five-Year Consolidated Plan on June 6, 2001. In addition, each year the City prepares and adopts a program year action plan, which becomes a part of the five-year consolidated plan. Applications for CDBG funds are made available to all interested parties in March with an April deadline for each Program Year. Applications that are funded become a part of the respective program year action plans.

Community Profile

Centrally located between Denver and Salt Lake City, Grand Junction is the largest city on the Western Slope of Colorado and serves as the County Seat for Mesa County. The City's population has grown nearly 45 percent in the last decade to approximately 45,700. The surrounding Grand Valley has about 100,000 residents, and Mesa County's population is approximately 122,800.

Since suffering an economic slump in the mid-1980s, Grand Junction's population and economic indicators now exceed the highest levels of the boom period of the late 1970s and early 1980s. Grand Junction continues to expand its role as the regional trade, services, finance, education, transportation, and health care hub for Western Colorado and Eastern Utah.

While the area's economy has demonstrated strong growth, housing market appreciation far exceeds wage increases. Housing costs have increased an average of 8.5 percent per year for rentals, and 8.7 percent per year for sale units. Wages, meanwhile, have increased approximately 4.4 percent annually over the same period. These trends are expected to continue for the foreseeable future.

Planning Process

The City adopted a Citizen Participation Plan in 1996 to describe citizen involvement in the Five-Year Consolidated Plan (Plan) and annual Program Year Action Plans. The Community Development Department of the City of Grand Junction, as lead agency for the development of the Program Year Action Plan, has invited extensive citizen involvement in Plan creation. The findings and needs identified by those who serve and work with the very low- to moderate-income populations are the basis of the Plan's development.

Housing Needs

2001 CONSOLIDATED PLAN DATA

Population growth in Grand Junction has significantly exceeded growth in the number of affordable housing units. Waiting lists for the limited number of existing assisted housing units are a year or more. As a consequence of these and other conditions, the need for over 6,300 additional assisted housing units is critical (2001 estimate).

In Grand Junction, housing costs have increased as much as 207 percent while wages have increased only 46.3 percent during the 1990's to an average of \$22,355 in 2000. Over half of all workers in Mesa County are employed in the Retail and Service sectors, historically among the lowest paying jobs in Mesa County.

One of the most disturbing indicators of need is the number of households whose income places them at or below 150 percent of the poverty guidelines established by the U.S. Department of Health and Human Services. The number of people in Mesa County at or below 150 percent of poverty level grew from 29.3 percent of the total population in 1993 to 45.4 percent in 1997 (the most recent figures available).

Due to low area wages, it is estimated that 44 percent of all renters are unable to afford the Fair Market Rent of a modest two-bedroom apartment and 58 percent are unable to afford a three-bedroom unit. Over 23 percent of the local workforce are considered "low-income" or "in poverty" while working 40 hours per week.

Based upon Poverty Levels and Low Income Guidelines, 7,830 households in Grand Junction cannot afford to pay market rate rent and need assisted housing (2001 estimate). The 2001 current inventory of assisted housing units meets only 15 percent of the need.

2002 UPDATE

In 2002, leaders of local governments and key institutions in the Grand Valley invested in the development of a comprehensive assessment of affordable (less-than-market-rate) housing needs. Key local trends reported in the Grand Valley Affordable Housing Needs Assessment:

- There has been 3.4% annual economic growth and 2.2% annual population growth in the Grand Valley over the last decade, increasing housing demand and housing prices. These trends are projected to continue at a similar rate over the next 20 years.
- Housing prices have increased approximately four times as fast as wages have increased, decreasing the relative affordability of the housing market. Since over half of all local employment is in the retail and service sectors, the housing affordability gap is expected to continue to grow.
- Most low wage workers are finding themselves priced out of single-family homes, and many are unable to find lower priced rental units.
- There has been relatively little new multi-family construction in the Grand Valley over the last decade, resulting in few affordable housing options for households earning less than 60% of the Area Median Family Income.

In the 2002 Assessment the current supply of housing was compared to household income based on the ability of a household to pay 30% of its income for mortgage or

rent. The gap between the supply and demand for housing at each income range determined the housing gap. The rental unit gap is 1,080 units, and the total ownership housing gap is 589 housing units. This results in a total 2002 housing gap of 1,669 housing units, with almost all of these units being needed at less than 60% of Area Median Income. Based upon projected employment growth, there will be a need for 1,009 additional housing units by 2005 and 2,432 more by 2010.

Local governments and housing interests are developing and implementing solutions to meet the affordable housing need identified in the 2002 Assessment.

Homeless Needs

Homelessness presents a growing challenge to Grand Junction. The combination of low local wages and rising housing costs is making a growing percentage of the general population vulnerable to loss of housing, and making it much more difficult for the homeless to work their way off of the streets. In addition, the high percentage of individuals and families without health insurance benefits makes many households vulnerable to housing loss in the event of an expensive major illness.

Historical local data collection about the homeless has been primarily anecdotal and informal, as there has not until recently been a coordinated community effort to build local demographic statistics. Although it is very difficult to accurately determine the number of homeless, a point-in-time survey conducted in spring of 2001 there were approximately 500 homeless persons. That number has remained constant for 2002 and 2003.

A series of planning sessions were conducted to identify needs and develop action plans and a Continuum of Care to address this challenge. The highest priority homeless needs identified through this process are for an emergency shelter, transitional housing, case management, and housing placement for individuals and families.

The Continuum of Care Plan, completed in the summer of 2001 by a coalition of community homeless service providers, is intended to provide a continuous network of housing and service support for persons working to permanently leave the streets. The Grand Valley Coalition for the Homeless, made up of human service agencies, the faith community, local governments and others, meets monthly to coordinate in a united effort to help the homeless community.

Special Needs Housing

Due to the fact that Grand Junction is the largest community on the Colorado Western Slope and Eastern Utah, medical and other special needs services are provided here that are not available in smaller communities. As a consequence, the percentage of the special needs population in Grand Junction is higher than surrounding communities at approximately 12 percent of the total population. The ability of persons with chronic mental illness, physical and developmental disabilities, and HIV / AIDS to compete in the housing market for appropriate housing at an affordable price is limited in many cases by their lack of income and also by their need for special housing accommodations. Based upon local 2001 estimates, a total of 1,073 additional assisted housing units are needed to meet the existing housing need for this sub-population.

Anti-Poverty Strategy

The Anti-Poverty Strategy is an effort to reduce the number of people earning low- to moderate-income wages and at risk of homelessness. This Strategy, described in Chapter 5 of the 2001 Five-Year Consolidated Plan, describes community activities to:

- Increase local pay rates;
- Increase the employability of recipients of public benefits;
- Attract higher paying employers to Grand Junction;
- Increase access to employment through expansion of the service area and hours of operation of the public transportation system and through the availability of responsible affordable childcare;
- Foster increased household stability through educational programs, drug and alcohol rehabilitation programs, and services to persons with special needs;
- Support efforts to reduce the possibility of catastrophic expense through the provision of essential healthcare to the uninsured and the availability of effective public transportation to reduce the dependence of low-income persons on private automobiles and their associated costs.

Strategic Plan

The Strategic Plan summarizes the community's work plan for addressing the needs discussed above. The 2001 Five-Year Consolidated Plan integrates economic, physical, environmental, community and human development activities in Grand Junction in a comprehensive and coordinated manner so that agencies, groups, and all citizens can work together to improve the quality of life of its residents. For each Priority and Category of need, specific Objectives and Strategies have been identified which define how the community will respond over the life of the five year consolidated plan.

The four Consolidated Plan Priorities for Allocation of CDBG funds are as follows:

Need for Non-Housing Community Development Infrastructure

Historically, the City of Grand Junction has determined its role to be the provision of basic citizen services such as public works and utilities, police and fire protection, parks and recreation, general planning, code enforcement, and local economic development. The City has defined numerous non-housing community development needs, including streets and public facilities remodel and repair, improvements in City infrastructure, and maintenance and development of city parks. Recognizing that the cost of meeting these objectives exceeds the amount of CDBG funds allocated to Grand Junction by HUD, several of these needs are budgeted in the City's Capital Improvement Plan.

NEIGHBORHOOD PROGRAM: City Council's 2002 Strategic Plan identifies "Vital Neighborhoods" as one of six Solutions with the specific objective of identifying potential funding sources, including the use of CDBG funds in Low and Moderate Income (LMI) qualified neighborhoods. The neighborhood program will use CDBG funding for eligible activities identified by residents of these neighborhoods.

Need for Affordable Housing

Priority Need Category: Increase the Inventory of Affordable Housing Units

- Objective 1 Increase the number of affordable rental housing units
- Objective 2 Increase the number and type of home ownership opportunities available to low- to moderate-income homebuyers
- Objective 3 Remove or reduce substandard housing units
- Objective 4 Preserve existing stock of affordable housing units

Needs of the Homeless

Priority Need Category: Prevent and Reduce Homelessness

- Objective 1 Provide shelter for homeless adults
- Objective 2 Provide shelter for homeless families
- Objective 3 Increase the number of transitional housing units with support services for homeless individuals and families
- Objective 4 Improve homeless prevention activities

Needs of Special-Needs Populations and Other Human Service Needs

Priority Need Category: Other Special Needs

- Objective 1 Increase the capacity of existing medical and dental facilities
- Objective 2 Increase the number of group homes that can accommodate individuals with physical and cognitive disabilities
- Objective 3 Support programs helping the elderly and other special need populations

Priority Need Category: Youth

- Objective 1 Increase the quality of affordable childcare for children of the working poor and people entering the workforce
- Objective 2 Increase the availability of drug and alcohol counseling
- Objective 3 Promote healthy recreational activities

Though the competition for CDBG funds has continually increased since program inception, the City has made an effort to balance disbursement of these funds between the various needs of the community. It is the City's goal to continue the balanced use of CDBG funds between the four priority community concerns through the term of this 2001 Five-Year Consolidated Plan.

The purpose of the Program Year Action Plan is to identify One-Year Strategies for each of the Objectives set in the 2001 Five-Year Consolidated Plan. The One-Year Strategies are accomplished by utilizing a variety of resources, including the annual allocation of CDBG funds. For each program year, a new one-year action plan is completed and adopted as part of the five year consolidated plan.

2001 Program Year Action Plan:

On May 16, 2001 the Grand Junction City Council approved 2001 CDBG funding requests totaling \$504,000 for six projects. A full discussion of the 2001 Action Plan can be found in Chapter 6 of the 2001 Five-Year Consolidated Plan.

2002 Program Year Action Plan:

On May 15, 2002 the Grand Junction City Council approved 2002 CDBG funding requests totaling \$494,000 for seven projects. A full discussion of these projects can be found in the 2002 Action Plan adopted June 5, 2002 by Grand Junction City Council.

2003 Program Year Action Plan:

On May 21, 2003 the Grand Junction City Council approved 2003 CDBG funding requests totaling \$417,000 for eight projects. A full discussion of these projects can be found in the 2003 Action Plan adopted June 18, 2003 by Grand Junction City Council.

2004 Program Year Action Plan:

On May 19, 2004 the Grand Junction City Council approved 2004 CDBG funding requests totaling \$407,000 for the following thirteen projects.

SECTION 1 – Projects that qualify under “Administration”

1. City of Grand Junction CDBG Program Administration and Neighborhood Program Administration (\$20,000)

For Program Year 2002, the City allocated \$50,000 for administration of the CDBG Program of which enough is left over from that allocation plus a \$10,000 request to continue administration of the CDBG program through the 2004 Program year. These dollars pay for the annual costs to administer the CDBG program. In addition, the City is requesting \$10,000 for administration of the neighborhood program. HUD guidelines allow up to 20% for Administration.

2. City of Grand Junction CDBG Planning Budget (\$15,000)

HUD requires all CDBG entitlement communities to conduct an Analysis of Impediments to Fair Housing Study (AI) every five years. The current AI for the City was completed by a consultant in 1999. Staff is proposing that the City use a consultant again for the new AI. These dollars would also fall under HUD's 20% for Administration category.

BUDGET NOTE: Proposed projects under Section 1 are eligible for CDBG funding under Administration and Planning and HUD allows the City to spend up to 20% of its total CDBG funds within these categories. For 2004, the City can spend up to \$81,800.

SECTION 2 – Projects that qualify under “Public Services”

3. St. Mary's Foundation – Gray Gourmet Meals for Elderly Program (\$10,000) – Funds to be used to purchase food only. The purpose of this project is to meet the

nutritional needs of a growing elderly population. Purchased food will be delivered five days per week to low and moderate income (LMI), frail elderly who live in the Grand Junction City limits. Last year 226 LMI City residents were served. The requested funds would purchase food for 50 LMI City residents being served with at least one meal, five days per week. Meals are prepared by staff at their central kitchen at 551 Chipeta Avenue and volunteers pick up meals and deliver them to the homes of designated participants.

4. **St. Mary's Foundation – Foster Grandparent Program (\$7,000)** – Funds requested would be used to pay mileage reimbursement to low-income senior citizens to assist them in getting to and from their volunteer placements. Foster Grandparents help nurture, tutor and mentor 1,400 to 1,500 children with special needs.
4. **St. Mary's Foundation – Senior Companion Program (\$8,000)** – Funds requested would be used for mileage reimbursement for low income senior volunteers. The Senior Companion Program is in its 14th year of service to the community. CDBG funds will help them serve an increased number of the frail elderly senior citizens. Because their clients are isolated, frail and unable to use local transit, Senior Companions fill a unique niche in serving those elderly who need assistance. According to satisfaction surveys, 87% of their clients attribute their ability to continue living independently to the ongoing help of Senior Companions. The program typically has a waiting list of 30 people at any given time. In 2005, 50 volunteers will serve 185 elderly seniors.
5. **Radio Reading Services of the Rockies (\$4,500)** – Funds would support audio information services that provide access to ink print materials not otherwise available to Grand Junction's blind, visually impaired, and print handicapped citizens. In 2003, 14 new listeners in Grand Junction benefited from this program. It is estimated that there are 458 children and working aged adults in Grand Junction that are either blind or visually impaired. CDBG funds will be used to add 12 new registered listeners to the program. CDBG dollars will be spent on underwriting Grand Junction news programming, embossing/distribution of Braille program schedules, printing/distribution of large print programs, recording/distribution of cassette tape program schedules, purchasing RRSR radios and headsets for Grand Junction residents, on-site installation and instruction, and community outreach to register new listeners and recruit local volunteer readers.
6. **Mesa County Health Department – Clinical Equipment Purchase (\$5,000)** – Funding would be used to purchase equipment to enhance services to children with special needs. Equipment includes a wheel chair scale, blood pressure & pulse monitor, a computer, and cabinet storage. The wheel chair scale will ensure safety, accuracy and efficiency when prescribing medication. The blood pressure & pulse monitor will permit monitoring with accuracy and efficiency while patients are being evaluated or when they are sedated for echocardiograms. Sixty-five percent of the 550 Mesa County clients live within the City limits and 80% of them are low or moderate income. City CDBG funds can only cover the equipment costs, since 35% of their patients live outside of the City limits. Since 65% of their clientele live within the City limits, then according to HUD regulations, CDBG funding can only pay for up to 65% of the cost of equipment.

BUDGET NOTE: Proposed projects under Section 2 above are eligible for CDBG funding under “Public Services” and HUD allows the City to spend up to 15% of its total CDBG funds within this category. For 2004, the City can spend up to \$62,550.

SECTION 3 – Projects that qualify under “Capital Projects”

8. City of Grand Junction Neighborhood Program (\$120,000)

City Council’s Strategic Plan identifies “Vital Neighborhoods” as one of six Solutions with a specific objective of identifying potential funding sources, including CDBG funds. Last year Council set aside \$83,400 in CDBG funding to spend on a neighborhood based CDBG program. All funds have either been expended (\$19,000 for Riverside School) or transferred to another CDBG project (\$64,400 for Linden Pointe).

If money is set aside for this program, projects can be identified in the future. A plan amendment to the 2004 CDBG Action Plan and an environmental review will need to be completed prior to expending any of these funds.

9. Hilltop Community Resources, inc. – Energy Conservation Project –

Rehabilitation (\$50,000) – CDBG funds would be used to replace existing windows at the Resource Center building located at 11th Street and Colorado Avenue and install programmable thermostats. Hilltop’s programs at the Resource Center facility provide human services and educational services to over 5,000 individuals annually. Over 80% of these individuals live within the City limits and 90% are low and moderate income.

10. Housing Resources of Western Colorado – Acquisition of Emergency (Transitional) Housing (\$50,000)

– Funds would be used to acquire eight residential dwelling units, each one bedroom units, for emergency housing/permanent supportive housing for homeless veterans. The specific location of the property is as yet undetermined, but it will be in the proximity of the Veterans Administration Hospital. Housing Resources of Western Colorado will partner with a local case management provider and the Veterans Administration to accomplish this project.

This project will provide stable, supportive housing to veterans in our community; provide additional space in emergency shelters by moving homeless veterans to permanent housing; provide a model for building community partnerships that meet the needs of those who are homeless; and provide the “missing link” of housing to homeless veterans. CDBG funds would be used to leverage other grant dollars. Already \$491,500 in grants has been either secured or requested and still pending for the project.

11. Hope Haven – Exterior Window Project (\$7,500) – CDBG funds would be used to purchase and install 43 energy efficient vinyl windows at the Hope Haven facility located at 811 Ouray Avenue. Hope Haven provides shelter, support and education to pregnant and parenting adolescents (typically 16-23 years of age) so that they

receive the necessary support to become self-sufficient and to make healthy choices for themselves and their babies. The young women are able to live at Hope Haven for up to 18 months.

12. City of Grand Junction – Riverside Neighborhood sidewalk and street improvements (\$50,000) – funding would be used to construct new sidewalk and replace existing deteriorated sidewalk on several blocks in the Riverside neighborhood.

13. City of Grand Junction – Grand Avenue sidewalk and street improvements (\$60,000) – funding would be used to construct sidewalk and street improvements to Grand Avenue between 24th Street and 28 Road.

2004 Program Total \$407,000

2004 PROGRAM YEAR ACTION PLAN

The purpose of the Program Year Action Plan is to define the current program year activities to be completed toward full implementation of the Five-Year Consolidated Plan. This one-year action plan discusses activity to occur from September 1, 2004 through August 31, 2005. Program Year activities are accomplished through the use of a variety of resources, including the annual allocation of CDBG Funds.

2004 Program Year Community Development Block Grant Awards

On May 19, 2004, the Grand Junction City Council approved 2004 CDBG funding requests totaling \$407,000 for the 13 projects listed in Exhibit 6-1 below. A description of each funded activity is provided in the 2004 Program Year Objectives and Program Year Activities sections in this chapter and on HUD Table 3.

Exhibit 6-1

2004 CDBG Program Year Summary of Recommended Funding

Organization	Activity	Grant Award
City of Grand Junction	CDBG Program Administration and Neighborhood Program Admin dollars (20% cap)	20,000
City of Grand Junction	Planning Study - Analysis of Impediments to Fair Housing (AI) (20% cap)	15,000
Gray Gourmet	Funding for food (15% cap)	10,000
Foster Grand Parents	Funding for Transportation (15% cap)	7,000
Senior Companions	Funding for Transportation (15% cap)	8,000
Radio Reading Services of the Rockies	Funding for radio/headsets for hearing impaired and program expenses (15% cap)	4,500
Mesa County Health Department	Clinical equipment for special needs children (15% cap)	5,000
City of Grand Junction	Budget for Neighborhood Program	120,000
Hilltop Community Resources, Inc.	Window replacement at Resource Center	50,000
Housing Resources of Western Colorado	Acquisition of housing for homeless veterans	50,000
Hope Haven	Window replacement at Hope Haven	7,500
City of Grand Junction	Riverside Neighborhood Sidewalk Improvements	50,000
City of Grand Junction	Grand Avenue Sidewalk and Street Improvements	60,000
TOTAL FUNDS AWARDED		407,000

2001 Five-Year Consolidated Plan Priorities for CDBG Funds

The Grand Junction City Council has identified the following four priorities for CDBG Funding for this Consolidated Plan's five year planning horizon:

Need for Non-Housing Community Development Infrastructure/Neighborhood Program;

Need for Affordable Housing;

Needs of the Homeless;

Special-Needs Population and Other Human Service Needs.

The following sections review the Five-Year Consolidated Plan Objectives and Strategies and describe 2004 Program Year Activities utilizing CDBG funds and other resources.

Need for Non-Housing Community Development Infrastructure

Historically, the City of Grand Junction has determined its role to be the provision of basic citizen services such as public works and utilities, police and fire protection, parks and recreation, general planning, code enforcement, and local economic development.

The City has defined numerous non-housing community development needs, including streets and public facilities remodel and repair, improvements in infrastructure, and maintenance and development of city parks. Recognizing that the cost of meeting these objectives exceeds the amount of CDBG funds allocated, several of these needs are budgeted in the City's Capital Improvement Plan.

NEIGHBORHOOD PROGRAM: City Council's 2002 Strategic Plan identifies "Vital Neighborhoods" as one of six Solutions with the specific objective of identifying potential funding sources, including the use of CDBG funds in Low and Moderate Income (LMI) qualified neighborhoods. The neighborhood program will use CDBG funding for eligible activities identified by residents of these neighborhoods.

A. Five Year Objectives and Strategies (Revised):

Objective 1 Provide ongoing and improved water and sewer service

Strategy 1: Phased over the five year plan the City will expend \$37.2 million on water and sewer service improvements throughout the city.

Objective 2 Improve street and pedestrian systems

Strategy 1: Phased over the five year plan the City will expend \$46.3 million on street system improvements.

Strategy 2: Phased over the five year plan the City will expend \$2.5 million on citywide neighborhood sidewalk improvements.

Objective 3 Provide ongoing and improved storm sewer service

Strategy 1: Phased over the five year plan the City will expend \$10.1 million on citywide storm drainage improvements.

Objective 4 Improve parks and recreation facilities

Strategy 1: Phased over the five year plan the City will expend \$4.2 million to provide general maintenance and upgrades to parks and recreation facilities throughout the city.

Strategy 2: The City has budgeted \$1.7 million for acquisition of land for and improvements to neighborhood parks throughout the city.

Objective 5 Provide for ongoing maintenance and new construction of public facilities

Strategy 1: The City has budgeted \$3.5 million for a new fire station within the next 5 years. COMPLETED

Strategy 2: The community is raising funds to construct a new library building within the next 5 years, pending outcome of a ballot issue.

Strategy 3: The City has budgeted \$500,000 to be expended in the five year plan to acquire land for expansion and construction of City Shops facilities.

Strategy 4: The City has budgeted \$1.2 million to be expended in the five year plan for improvements to and construction of public parking facilities. COMPLETED

Strategy 5: The City has budgeted \$377,800 to be expended in the five year plan for solid waste disposal system improvements.

Strategy 6: The City has budgeted \$2 million to be expended in the five year plan for abatement and removal of asbestos from public facilities.

Objective 6 Provide for ongoing neighborhood program (see above)

Strategy 1: Work with LMI income eligible neighborhoods in determining infrastructure needs of neighborhood.

B. 2004 Program Year Objectives, Performance Measures, and Project Locations

- **The City will spend \$230,000 in CDBG funds to construct sidewalk, street improvements and other capital projects in CDBG eligible neighborhoods.**
- The City will expend \$19,723,575 to improve street and pedestrian systems throughout the City.
- The City will expend \$10,527,335 to improve water and sewer systems throughout the City
- The City will expend \$5,411,057 to improve storm sewer systems throughout the City.
- The City will expend \$1,666,000 to improve parks and recreation facilities.
- The City will expend \$690,387 for ongoing maintenance and construction of public facilities

C. 2004 Program Year Activities:

1. CDBG infrastructure projects:



GRAND AVENUE

- **Riverside Neighborhood sidewalk improvements \$ 50,000**
- **Grand Avenue street and sidewalk improvements \$ 60,000**
- **Neighborhood Program funds available \$ 120,000**



RIVERSIDE NEIGHBORHOOD

2. Other Infrastructure Improvements: The following specific activities are budgeted for the 2004 Program Year in the City's Capital Improvement Plan. Projects include street, pedestrian, water and sewer, and storm sewer system improvements.

- Contract Street Maintenance
\$ 1,750,000
- Neighborhood Alley Improvements
\$ 350,000
- Curb, Gutter & Sidewalk Improvements/Replacements \$ 300,000

- New Sidewalk
\$ 150,000
 - Accessibility Improvements
\$ 50,000
 - 29 Road Improvements from 1-70B to F Road \$ 1,695,600
 - 25-1/2 Road Improvements from Independent to F Road \$ 1,732,000
 - Riverside Parkway
\$11,367,475
 - Street Light & Traffic Control / Calming Updates \$
503,500
 - Intersection Improvements Citywide
\$ 295,000
 - G Road Intersection at 24 1/2 Road
\$ 796,000
 - 29 Road Viaduct
\$ 300,000
 - South Camp Trail enhancement
\$ 269,000
 - Crosby Avenue; 25 1/2 Road to Main Street \$
110,000
 - El Poso Street Improvement District
\$ 55,000
 - Ranchman's Ditch Storm Drainage Improvements \$ 4,047,663
 - 25 1/2 Road Drainage
\$ 408,270
 - Leach Creek/Airport Drainage Improvements \$ 895,124
 - Other Drainage projects
\$ 60,000
 - Water Line Replacements
\$ 3,195,247
 - Broadway Improvements
\$ 335,000
 - Combined Sewer Elimination
\$ 5,062,614
 - Other sewer improvements
\$ 2,269,474
3. Parks and Recreation Facilities: The following specific activities are budgeted for the 2004 Program Year in the City's Capital Improvement Plan. Projects include streetscape improvements, community-wide parks improvements and neighborhood parks development and improvements.
- Wingate Neighborhood Park Construction \$620,000
 - Paradise Hills Park Improvements \$
65,000
 - Duck Pond Restroom Reconstruction \$140,000
 - Darla Jean Imp.
\$ 25,000
 - Irrigation Automation Eagle Rim Center \$ 68,000

- Melrose Irrigation
\$ 68,000
 - Stadium Sound System
\$270,000
 - LP Pool Repair
\$ 20,000
 - OM Pool Roof Repair
\$125,000
 - TRGC 17th Green Rebuild
60,000 \$
 - TRCC Event Software
\$ 55,000
 - Improvements to Exist. Parks
\$117,000
 - Pomona Park Screening Replacement \$ 25,000
 - Pomona PA System
\$ 8,000
4. Maintenance and Construction of Public Facilities: The following specific activities are budgeted for the 2004 Program Year in the City's Capital Improvement Plan.
- City/County parking garage
\$ 690,387

Need for Affordable Housing

A. Five Year Objectives and Strategies:

Objective 1 Increase the number of affordable rental housing units

- Strategy 1: Phased over the five year plan, the Grand Junction Housing Authority will develop a minimum of 100 units for lease and / or sale.
- Strategy 2: Within two years, the Grand Junction Housing Authority will apply to expand the Section 8 Voucher Program.
- Strategy 3: Phased over the five year plan, Housing Resources of Western Colorado will develop new and / or purchase and rehabilitate 300 rental housing units.

Objective 2 Increase the number and type of home ownership opportunities available to low- and moderate-income homebuyers

- Strategy 1: Within the next two years, Housing Resources of Western Colorado will establish a Comprehensive Home Ownership Program
- Strategy 2: Each year, Housing Resources of Western Colorado will develop 25 units of sweat-equity housing in the city/county.
- Strategy 3: Within the next five years, Habitat for Humanity will have developed 11 homes for sweat-equity ownership.

Strategy 4: Phased over the next four years, the Grand Junction Housing Authority will develop new and / or rehabilitate a minimum of 100 units for sale and / or for lease.

Strategy 5: The Grand Junction Housing Authority will teach low-income renters the characteristics of good tenants and the steps to take toward home ownership.

Objective 3 Remove or reduce substandard housing units

Strategy 1: Housing Resources of Western Colorado and the Grand Junction Housing Authority will rehabilitate substandard housing as they implement Objective 1 Strategies 1 and 3.

Objective 4 Preserve existing stock of affordable housing resources

Strategy 1: The Grand Junction Housing Authority will work to preserve all existing Section 8 vouchers.

Strategy 2: The Grand Junction Housing Authority, Housing Resources of Western Colorado, HUD, and the Colorado Housing and Finance Authority will work together whenever possible to preserve the existing affordable housing inventory.

B. 2004 Program Year Objectives, Performance Measures, and Project Locations

- The Grand Junction Housing Authority will complete construction of a multi-family affordable housing complex on 7.5 acres it owns at 276 Linden Avenue.
- Habitat for Humanity will develop a single family residential development to be a subdivision for low-income households.
- Housing Resources of Western Colorado will construct 25 sweat-equity (self-help) owner-occupied homes throughout the City/County by August 2005.
- Housing Resources of Western Colorado will operate a Comprehensive Home Ownership Program through the 2004 Program Year.
- The Grand Junction Housing Authority will apply for additional **Section 8 vouchers available to Grand Junction.**

C. 2004 Program Year Activities:

1. The Grand Junction Housing Authority will complete development construction on Linden Pointe Apartments, a 92 unit low income housing on a 7.5 acre vacant parcel located at



276 Linden Avenue by December 2005. Total development costs are estimated at \$11.5 million.

Resources:

a. Funds Committed or Received		
2003 Program Year CDBG Funds		\$ 335,450
b. Other Income either received or being requested		
	Public Sector Equity, Grants	
	Tax Credit Equity	7,088,000
	Division of Housing	
800,000		
	City of Grand Junction	
173,550		
	Mesa County	
<u>90,000</u>		
	Subtotal:	\$
	8,151,550	
	Permanent Loans	
	CHFA Smart Loan	2,000,000
	CHFA HOF Loan	
<u>600,000</u>		
	Subtotal:	
\$	2,600,000	
	Soft Loans	
	Deferred Developer Fee	129,451
	Owner Equity	
<u>260,000</u>		
	Subtotal:	\$
389,451		
<u>Total Income:</u>		\$
<u>11,476,451</u>		

1. Housing Resources of Western Colorado will rehabilitate Garden Village Apartments (Project 91) at 2601 Belford Avenue in central Grand Junction to preserve these units for low-income households by December 31, 2004. Total rehabilitation cost is \$250,000.
2. Habitat for Humanity will construct 3 new owner-occupied homes at Camelot Gardens Subdivision at 2844 Kennedy Avenue, Grand Junction in 2005. All owners will invest sweat-equity in the home by participating in the construction process.
3. Housing Resources of Western Colorado will construct 25 sweat-equity owner-occupied homes at a cost of \$2,500,000 in the City/County by September 2005.

4. The Grand Junction Housing Authority will continue to seek and apply for additional Section 8 Vouchers.
5. Housing Resources of Western Colorado will continue to administer its Comprehensive Home Ownership Program.

Needs of the Homeless

A. Five Year Objectives and Strategies:

Objective 1 Provide shelter for homeless adults

Strategy 1: Within the next two years, the Grand Junction Community Homeless Shelter will be expanded and become a year-round facility with the support of the Grand Junction Housing Authority and other key partners. COMPLETED

Objective 2 Provide shelter for homeless families

Strategy 1: Within the next two years, the Grand Junction Community Homeless Shelter will accommodate homeless families in the new enlarged permanent shelter. COMPLETED

Strategy 2: Hope Haven will serve homeless, pregnant and parenting young women adolescents with shelter, support and education.

Objective 3 Increase the number of transitional housing units with support services for homeless individuals and families

Strategy 1: Within two years the Rescue Mission will develop up to 10 transitional beds for homeless families.

Strategy 2: Within two years Grand Valley Catholic Outreach will develop a transitional housing program for up to 25 individuals.

Objective 4 Improve homeless prevention activities

Strategy 1: Within three years, the Salvation Army will expand its residential drug / alcohol treatment program by 20 beds.

Strategy 2: Gateway Youth & Family services will expand its drug and alcohol counseling services to youth and adults.

Strategy 3: Grand Valley Catholic Outreach will expand its Day Center and Soup Kitchen services to the poor. COMPLETED

Strategy 4: The Grand Junction Housing Authority will conduct renters education, and other life skills classes to increase the housing retention capacity of the residents of its affordable housing units.

Strategy 5: Grand Valley Catholic Outreach will provide the support services outlined in Objective 3 in its transitional housing facility.

B. 2004 Program Year Objectives, Performance Measures, and Project Locations

- The Salvation Army will obtain financing, gain site control and associated approvals to house its expanded drug and alcohol rehabilitation program toward opening this program in the next couple of years.
- Housing Resources of Western Colorado and the Veterans Administration will start up a transitional program for homeless veterans in the Grand Valley.
- Grand Valley Coalition for the Homeless will conduct a community wide education campaign on homelessness to include information through the media.

C. 2004 Program Year Activities:

1. The Salvation Army will obtain financing, gain site control and associated approvals for a facility to house its expanded drug and alcohol rehabilitation program. This program will house men and women for 6 months while residents maintain sobriety and develop the employment and social skills needed to successfully reintegrate with the larger culture.
2. The Grand Junction Housing Authority (GJHA) will continue a recently developed program for homebuyers called "Home Ownership Made Economical (H.O.M.E.). In this program low income families can enter this homeownership program for up to two years where they receive intensive counseling helping them clean up their credit, improve their overall credit rating and earn down payment assistance. While they are in the program they lease a home which is later purchased when they graduate from the program.
3. Housing Resources of Western Colorado and the Veterans Administration will begin a transitional program for homeless veterans in the Grand Valley by the end of 2005. Resources will be used to acquire eight residential dwelling units, each one bedroom units, for emergency housing/permanent supportive housing for homeless veterans. The specific location of the property is as yet undetermined, but it will be in the proximity of the Veterans Administration Hospital. Housing Resources of Western Colorado will partner with a local case management provider and the Veterans Administration to accomplish this project. This project will provide stable, supportive housing to veterans in our community; provide additional space in emergency shelters by moving homeless veterans to permanent housing; provide a model for building community partnerships that meet the needs of those who are homeless; and provide the "missing link" of housing to homeless veterans. CDBG funds will be used to leverage other grant dollars. HUD in a Notice published December 29, 2003 on Federal coordination of ending Chronic Homelessness stated, "The Community Development Block Grant (CDBG) is an important resource for local governments in their efforts to provide both transitional and permanent housing, as well as supportive services, to families and/or individuals experiencing homelessness."

Resources:

a. Funds Committed or Received

2004 Program Year CDBG Funds \$ 50,000

b. Other Income either received or being requested

Colo. Div. of Housing	\$96,000
Daniels Fund	\$170,000
Federal Home Loan Bank	\$40,000
Goodwin Foundation	\$10,000
Neighborhood Reinvestment	\$167,500
Housing Resources	\$8,000

4. Grand Valley Coalition for the Homeless will conduct a community wide education campaign on homelessness to include information through the media (i.e. Radio, television and newsprint).

Special-Needs Population and Other Human Service Needs

A. Five Year Objectives and Strategies (Revised 2004):

Objective 1 Increase the capacity of existing medical and dental facilities

Strategy 1: Marillac Clinic will expand its dental facility from eight to 12-14 operatories. COMPLETED

Strategy 2: Marillac Clinic will expand its medical facility by three exam rooms. COMPLETED

Objective 2 Increase the number of group homes that can accommodate individuals with physical and cognitive disabilities

Strategy 1: Mesa Developmental Services will construct four six-bedroom group homes specifically designed for individuals with physical and cognitive disabilities.

Objective 3 Support programs helping the elderly and other special need populations

Strategy 1: Saint Mary's Foundation through their Senior Partners, Gray Gourmet and Foster Grandparents programs will provide day to day living support and meals for seniors in the community.

Strategy 2: Hilltop Community Resources will serve special need populations through their six programs administered from the Resource Center on Colorado Avenue. The six programs serve women in need of prenatal care access, families in need of health care access, high school students who have dropped out of school, at-risk adolescents, young moms and young dads in need of parenting and early childhood services, and youth in need of employment and job training.

Strategy 3: Hope Haven will serve homeless, pregnant and parenting young women adolescents with shelter, support and education.

Objective 4 Increase the quality of affordable childcare for children of the working poor and people entering the workforce

Strategy 1: The Early Childhood Initiative will establish a rating system to measure quality childcare.

Strategy 2: In two to five years, Mesa County Department of Human Services and Hilltop Community Resources will enlarge the facility and improve the quality of the childcare available through the Mesa County Workforce Center.

Objective 5 Increase the availability of drug and alcohol counseling to youth

Strategy 1: Gateway Youth & Family Services will expand its drug and alcohol services to youth and adults.

Objective 6 Promote healthy recreational activities with youth

Strategy 1: Partners, in collaboration with Hilltop will move and expand its computer lab / recreation center. COMPLETED

B. 2004 Program Year Objectives, Performance Measures, and Project Locations

- Western Region Alternative to Placement (WRAP) will help children with wraparound services to avoid out of home placement for youth, maintain youth at the lowest level of care and to support family reunification.
- The Treehouse will expand their program to include a Teen Bistro for high school aged youth.
- St Mary's Foundation Gray Gourmet meals on wheels program. The purpose of this program is to meet the nutritional needs of a growing elderly population. Meals are delivered by volunteers five days per week to low and moderate income, and the frail elderly.
- St Mary's Foundation Foster Grand Parents Program gives seniors the opportunity to help children by volunteering in preschools, daycare centers and elementary-secondary schools.
- St Mary's Senior Companions Program helps frail elderly seniors keep their independence for as long as possible.
- Radio Reading Services of the Rockies serves blind, visually impaired and print handicapped citizens. The program provides access to ink print materials not otherwise available to Grand Junction residents.
- Mesa County Health Department provides services to disabled children.

- Hilltop Community Resources houses six programs in their facility on Colorado Avenue. These programs serve various special needs populations including human services and educational services.
- Hope Haven provides shelter, support and education to pregnant and parenting adolescents.

C. 2004 Program Year Activities:

1. Western Region Alternative for Placement (WRAP) will provide an increase in program services for children. WRAP provides funding to clients supporting wraparound services to avoid out of home placement for youth, maintain youth at the lowest level of care and to support family unification. **2003 CDBG funds for this project was \$7,500.**



2. The Treehouse will expand their program to include a Teen Bistro for high school aged youth. CDBG funds for the Teen Bistro will be used for Coffee Shop Equipment, Interior Decorations and Stage Equipment. **2003 CDBG funds for this project was \$18,000.**

3. St Mary's Gray Gourmet meals on wheels program. The purpose of this program is to meet the nutritional needs of a growing elderly population. CDBG funds will purchase food only. Meals will be delivered by volunteers five days per week to low and moderate income households, and the frail elderly.

a. Funds Committed or Received

2004 Program Year CDBG Funds

\$ 10,000

b. Additional Funds

State/Federal funds

\$ 29,680

Participant donations/other

\$ 16,690

c. In-kind Contributions

Volunteers

\$ 5,364



2. St Mary's Foster Grand Parents gives seniors the opportunity to help children by volunteering in preschools, daycare centers and elementary-secondary schools. CDBG funding will help income eligible Foster Grandparents to have the opportunity of helping children while receiving a small monthly stipend for their services that will cover transportation costs to volunteer sites.

- a. Funds Committed or Received

2004 Program Year CDBG Funds	\$ 7,000
Corp for National and Community Service	\$255,000
Daniels Fund	\$
10,000	
Bacon Foundation	\$
8,800	
Y-MA Foundation	\$
6,000	
Burt Foundation	\$ 2,500
El Poma – CO. Springs	\$ 1,000
El Poma – GJHS	\$
650	

- b. Additional Funding Requests

United Way	\$
6,000	
Goodwin Foundation	\$ 5,000
Kenneth Kendall King	\$ 10,000
Kiwanis Club	\$
1,000	
Junior Service League	\$ 1,000
Target	
\$ 1,000	
12 EPYCS grants	\$
12,000	

- c. In-kind Contributions

Volunteers, etc.	\$195,700
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3. St Mary's Senior Companions program helps frail elderly seniors to keep their independence for as long as possible. Their clients are isolated, frail and unable to use local transit. Senior Companions fill a unique niche in serving those elderly who need assistance.

- a. Funds Committed or Received

2004 Program Year CDBG Funds	\$ 8,000
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Mobil Corp Foundation	\$ 2,000
Corp for National CS	\$ 90,493
Area Agency on Aging	\$ 19,500

b. Additional Funding Requests

El Pomar Foundation YCS Program	\$ 1,000
Client/family members donations	\$ 4,500
Fundraising Events 7,500	\$
Junior Service League	\$ 1,500
Volunteer Station cash	\$ 6,700
Daniels Foundation 9,000	\$
Bacon Family Foundation	\$ 8,000
Anschutz Foundation	\$ 8,000

c. In-kind Contributions

Volunteers
\$ 19,993

4. Radio Reading Services of the Rockies will use CDBG funds to support audio information services that provide access to ink print materials not otherwise available to Grand Junction's blind, visually impaired, and print handicapped citizens. In 2003, 14 new listeners in Grand Junction benefited from this program. It is estimated that there are 458 children and working aged adults in Grand Junction that are either blind or visually impaired. CDBG funds will be used to add 12 new registered listeners to the program. CDBG dollars will be spent on underwriting Grand Junction news programming, embossing/distribution of Braille program schedules, printing/distribution of large print programs, recording/distribution of cassette tape program schedules, purchasing RRSR radios and headsets for Grand Junction residents, on-site installation and instruction, and community outreach to register new listeners and recruit local volunteer readers.

a. Funds Committed or Received

2004 Program Year CDBG Funds	\$ 4,500
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5. Mesa County Health Department will use CDBG funding to purchase equipment to enhance services to children with special needs. Equipment includes a wheel chair scale, blood pressure & pulse monitor and cabinet storage. The wheel chair scale will ensure safety, accuracy and efficiency when prescribing medication. The blood pressure & pulse monitor will permit monitoring with accuracy and efficiency while patients are being evaluated or when they are sedated for echocardiograms. Sixty-five percent of the 550 Mesa County clients live within the City limits and 80% of them are low or moderate income. City CDBG funds can only cover the equipment costs, since 35% of their patients live outside of the City limits. Since 65% of their clientele live within the City limits, then according to HUD regulations, CDBG funding can only pay for up to 65% of the cost of equipment.



a. Funds Committed or Received

2004 Program Year CDBG Funds \$ 5,000



6. Hilltop Community Resources houses six programs in their facility on Colorado Avenue. These programs serve various special needs populations including human services and educational services to over 5,000 individuals annually. Over 80% of these individuals live within the City limits and 90% are low and moderate

income. CDBG funds will be used to replace windows and install programmable thermostats.

a. Funds Committed or Received

2004 Program Year CDBG Funds \$ 50,000



7. Hope Haven will use CDBG funds to purchase and install 43 energy efficient vinyl windows at the Hope Haven facility located at 811 Ouray Avenue. Hope Haven provides shelter, support and education to pregnant and parenting adolescents (typically 16-23 years of age) so that they receive the necessary support to become self-

sufficient and to make healthy choices for themselves and their babies. The young women are able to live at Hope Haven for up to 18 months

a. Funds Committed or Received

2004 Program Year CDBG Funds \$ 7,500

Monitoring

The City of Grand Junction will use adequate and timely techniques to ensure that its CDBG Program is in compliance with applicable rules and regulations. The City will also ensure that the programs and activities funded by CDBG funds are properly conducted and accomplished.

All CDBG-funded projects will be monitored on an on-going basis. The City will use its staff and its existing procedures to monitor and ensure compliance. Proper techniques such as telephone calls, reviewing project reports, on-site visits and inspections of projects and programs will be used. When Davis Bacon wages and other Labor Standards or in-depth Environmental Reviews are required for a CDBG project, the City will perform additional monitoring to ensure that the proper regulations are adhered to by the sub-grantee, contractors and / or sub-contractors.

The City of Grand Junction will facilitate future meetings to assess the Strategic Plan implementation process as discussed in Chapter 5, and will report the community's accomplishments in the Consolidated Annual Performance and Evaluation Report to HUD.

Evaluate and Reduce Lead-Based Paint Hazards

See Consolidated Plan Chapter 5 "Lead-Based Paint Hazards" (page 58) for background information. The City of Grand Junction has identified the following objective and the strategies that will be used to accomplish the objective.

Objective: Evaluate and reduce lead-based paint hazards

Strategies:

- 1) The Energy Office and Housing Authority will continue to expand their resources to address lead-based paint hazards and meet the requirements of the Federal Rule.
- 2) The City of Grand Junction will investigate, identify, coordinate and / or support additional efforts to address this potential health hazard. This includes complying with the Federal Rule as it applies to the expenditure of CDBG funds.
- 3) The Grand Junction Housing Authority will continue to provide information to residents concerning potential hazards of lead-based paint.

Reduce the Number of Poverty Level Families

Anti-Poverty Strategy

While essentially every community is challenged to meet the essential needs of its low-income citizens, the growing disparity between wages and housing costs in Grand Junction is creating an increasing need for an effective multifaceted community response.

Objective: Provide opportunities for all citizens to realize increased stability and increased household income

Strategies:

1) Encourage efforts to raise earned income levels

- Increase employability of recipients of public benefits
The Mesa County Workforce Center in 1998 initiated its work to end or reduce the dependence on public benefits by engaging recipients of public benefits in employment training programs, linking them with potential employers, and supporting their movement into the workforce. A primary focus of this work is to help their clients develop their fullest potential, engaging them in truck driving, computer operation, construction skill development and other economically viable vocational training programs of up to one year in duration.

Partners Youth Conservation Corps (PYCC) targets troubled youth, and has a structured training and employment program that works with public land management organizations. PYCC provides employment, on the job training, computer skills training, and college tuition credit after 900 hours in the program.

- Attract higher paying employers to Grand Junction
The Mesa County Economic Development Council (MCEDC) is striving to improve the quality of life of Mesa County residents by encouraging the relocation to Grand Junction of employers offering higher paying jobs and, at the same time, diversifying and strengthening Mesa County's economic base. Their objective is to raise per capita income by recruiting and developing manufacturing, national service and other industries that provide base jobs and long term employment that pays an average of \$10.62 per hour.

2) Encourage increased access to employment

- Public Transportation
In February 2000 Grand Valley Transit began public transportation delivery to Grand Junction residents. Since 2000 additional busses and routes have been added expanding the transit's ability to serve more residents. Grand Valley Transit has significantly enhanced the ability of all residents, including low-income and special needs persons, to access employment, healthcare, and retail centers.
- Childcare
The growing disparity between local pay scales and rising housing costs sometimes requires two incomes for many families to maintain their

household expenses. In addition many household have only a single parent. Due to the scheduling challenges for families, families with children may not be able to hold two jobs without outside childcare. To effectively address the childcare needs of this population, the care should be affordable, available to children of parents that work evenings and weekends, care for ill children, and care for special-needs children.

3) Foster increased household stability

- Educational programs (Life Skills)
Classes in home purchase and maintenance, parenting, family planning,

and vocational training are among the many current programs addressing this need.

- Many households struggle to maintain housing and employment due to lack of basic life skills. Classes in money management, literacy, healthy recreational activities, tenant responsibilities in rental housing, energy efficiency programs are beneficial.

- Maintain and expand existing drug and alcohol rehabilitation services.

- Maintain and expand existing services to people with special needs.

4) Support efforts to reduce the possibility of catastrophic expense

- Provide essential healthcare to the uninsured.
- Provide effective public transportation to reduce the need for private automobiles and related costs.

Develop Institutional Structure

The City of Grand Junction Community Development Department is one of seven departments that comprise the administration of the City of Grand Junction. The CDBG Administrator reports to the City Manager through the Assistant City Manager. The City Council sets policy on community development activities and adopts the final Consolidated Plan.

The Grand Junction Housing Authority (GJHA) was created in 1974 by the City in response to a growing need for affordable housing, particularly for elderly and disabled persons. GJHA now develops and manages housing resources for extremely-low and low- to moderate-income residents, and is governed by a seven member Board appointed to five year staggered terms by the City Council. One member of the Board is a City Council member and one member is a client of the GJHA.

The Grand Junction City Council has provided guidance in the development of the Consolidated Plan, particularly the One-Year Action Plan. A subcommittee made up of five City Council members met on May 10, 2004 to discuss funding the 2004 applications for CDBG funding. From this City Council subcommittee, a recommendation was formed for 2004 projects and forwarded to the full City Council at the Consolidated Plan Public Hearing held May 19, 2004.

Highly effective nonprofit organizations deliver a wide array of services to Grand Junction's citizens. The City, as lead agency responsible for the development and implementation of the Plan, depends upon these private agencies to meet the needs of the low- to moderate-income population. Despite the City's dependence on the effectiveness of these private agencies to implement the Consolidated Plan, the capacity of the City to fund their operations is limited. It is clear that all of the human service needs cannot be met with the annual allotment of Community Development Block Grant funds from HUD, and that service providers must continue to seek other resources to fund their operations. The Consolidated Plan will be fully implemented only with the cumulative effort of every public and private agency serving the low- to moderate-income and special needs residents.

In its role as CDBG funds administrator, the City of Grand Junction will disburse grant funds, oversee their effective use, and with community involvement prepare and submit annual Consolidated Action Plan Evaluation Reports (CAPER) to HUD

Enhance Coordination Between Public and Private Housing and Social Service Agencies

City staff is represented in the Community as part of the Homeless Coalition and the Affordable Housing Coalition which both meet monthly to coordinate and plan for the needs of the community in their respective areas.

Many different businesses, citizens groups, agencies and nonprofit organizations work individually and collectively to deliver housing, community development and special needs services to Grand Junction citizens. Throughout the creation of the 2001 Five Year Consolidated Plan, an effort was made to contact the majority of these service providers to determine their mission and current organizational status, understand their future operational plans, and to request their involvement in the creation of the Consolidated Plan.

A committee of representatives from these organizations, known as the Consolidated Plan Advisory Committee provided regular input throughout the data collection and Plan development process. The mission and work of the individual organizations represented on the Consolidated Plan Advisory Committee are discussed below.

The Grand Junction Homeless Coalition sponsored a series of work sessions with community leaders in February and March 2001 to collectively assess the scope of homelessness in Grand Junction and clarify the needs of homeless men, women, and

children. That assessment, and the data compiled in the point-in-time survey conducted March 15, 2001, provided the Coalition's working groups with the information needed to plan a community response to this growing challenge. The Coalition's recommendations and action plans to complement existing services through the development of a more complete Continuum of Care to the homeless are included in this Consolidated Plan.

A comprehensive listing of existing organizations addressing the needs of low-income persons and persons with special needs, their target population and type of services provided by each is included in the Consolidated Plan in Attachment 2B.

GRAND JUNCTION CITY COUNCIL MINUTES OF THE REGULAR MEETING

May 19, 2004

The City Council of the City of Grand Junction convened into regular session on the 19th day of May 2004, at 7:30 p.m. in the City Auditorium. Those present were Councilmembers Harry Butler, Dennis Kirtland, Gregg Palmer, Bill McCurry, Jim Spehar and President of the Council Bruce Hill. Councilmember Cindy Enos-Martinez was absent. Also present were City Manager Kelly Arnold, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Hill called the meeting to order. Councilmember Dennis Kirtland led the pledge of allegiance. The audience remained standing for the invocation by Pastor Mark Quist, New Life Church.

Public Hearing – 2004 CDGB Program Year Funding for the 2004 Action Plan, a Part of the 2001 Five-Year Consolidated Plan

City Council will consider which activities and programs to fund and will prioritize and recommend levels of funding for CDBG projects for the 2004 Program Year.

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

Dave Varley, Assistant City Manager, reviewed this item and the actions being proposed. In reviewing the background, this will be the first public hearing; the second public hearing will be June 16th. The City's Action Plan lays out the process. The program year run from September 1st until August 31st. The City anticipates it will receive \$407,000 for the upcoming program year. A list of the requests and recommendations was displayed. There is a thirty day comment period before the plan can be adopted. Once adopted, it will be available to the public. After that review period, it will be submitted to the Federal Government. Each organization recommended to receive funds has been invited and is present at the meeting.

Council President Hill asked if Council had any questions. There were none.

There were no public comments.

The public hearing was closed at 9:02 p.m.

Councilmember Kirtland stated this is his third year going through the process and it is an opportunity for the organizations to speak to Council but since they have gone through the program and the public process, he is comfortable with the request. He congratulated the organizations and thanked them for coming.

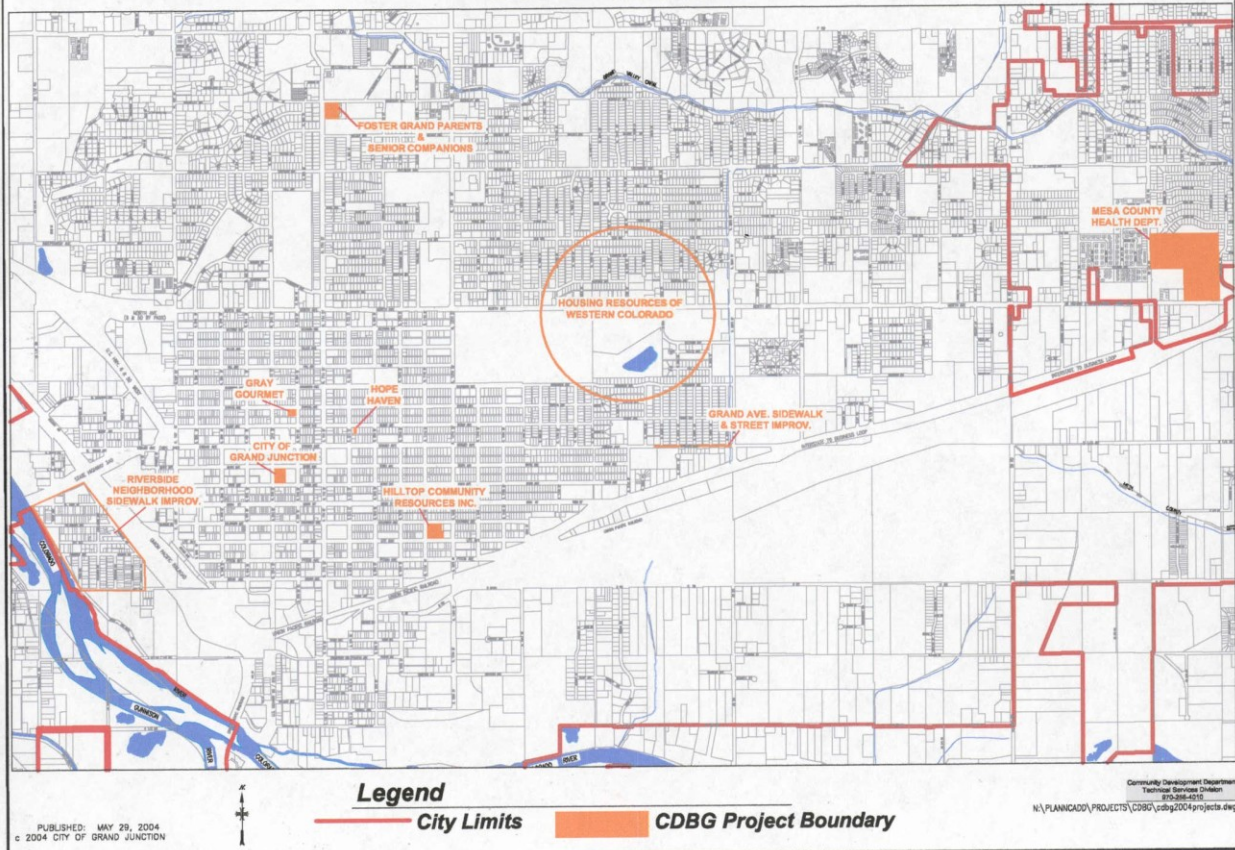
Councilmember Spehar said he was not involved this year but the subcommittee has done a good job with the recommendations. It is difficult when so many more requests are received than can be funded.

Council President Hill concurred that it is a difficult decision. He recognized other projects previously funded by CDBG funds.

Councilmember Kirtland moved to accept the CDBG City Council subcommittee recommendation for funding thirteen projects for the City's 2004 CDBG Program Year Action Plan. Councilmember McCurry seconded the motion. Motion carried.

Stephanie Tuin, MMC
City Clerk

2004 PROGRAM YEAR ACTION PLAN CDBG PROJECTS



CITY OF GRAND JUNCTION

RESOLUTION NO. -04

A RESOLUTION ADOPTING THE 2004 PROGRAM YEAR ACTION PLAN AS A PART OF THE CITY OF GRAND JUNCTION'S 2001 FIVE-YEAR CONSOLIDATED PLAN FOR THE GRAND JUNCTION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Recitals:

WHEREAS, the City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development in 1996 when Mesa County's population reached 100,000;

WHEREAS, this designation entitles Grand Junction to an annual grant of funds under the Community Development Block Grant CDBG Program;

WHEREAS, to be eligible for funding, the City of Grand Junction must submit an annual Program Year Action Plan to be adopted as part of the City's Five Year Consolidated Plan which serves as a federally required planning document that guides community development efforts in Grand Junction;

WHEREAS, the primary objective of the City's Consolidated Plan and CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income;

WHEREAS, the planning process in developing the 2004 Program Year Action Plan included an emphasis on Citizen Participation and interagency involvement;

WHEREAS, the 2001 Five-Year Consolidated Plan included a process of developing a set of local priority needs and objectives through a coordinated effort with non-profit and government agencies in the community serving the low income and special needs populations; and

WHEREAS, the 2001 Five-Year Consolidated Plan established a strategic plan that addresses the priority needs, goals and strategies the Grand Junction Community has identified and will undertake between 2001 and 2005, the life of the Plan.

NOW THEREFORE BE IT RESOLVED, that the Grand Junction City Council formally adopts the CDBG 2004 Program Year Action Plan as a part of the 2001 Five-Year Consolidated Plan.

Adopted this 16th day of June, 2004.

City Clerk

President of the Council