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

WEDNESDAY, DECEMBER 15, 2004, 7:30 P.M.

CALL TO ORDERPledge of AllegianceInvocation – Jim Hale, Spirit of Life Christian Fellowship

PROCLAMATIONS / RECOGNITIONS

PROCLAIMING THE MONTH OF JANUARY, 2005 AS "VOLUNTEER BLOOD DONOR MONTH" IN THE CITY OF GRAND JUNCTION

CITIZEN COMMENTS

* * * CONSENT CALENDAR * * *

1. Minutes of Previous Meeting

Action: Approve the Minutes of the December 1, 2004 Regular Meeting

2. Vacation of Easement in Summit Meadows West Subdivision at 3134 D ¹/₂ <u>Road</u> [File #VE-2004-228] <u>Attach 2</u>

The applicant proposes to vacate two-20' temporary public access easements, located in Summit Meadows West Subdivision. The Planning Commission recommended approval of this easement vacation request on November 23, 2004, making the Findings of Fact/Conclusion identified in the staff report.

Resolution No. 134-04 - A Resolution Vacating Two-20' Temporary Public Access Easements Located in Summit Meadows West Subdivision Between Ute Canyon Lane and Cross Canyon Lane and Between Summit Meadows Court and Open Meadows Court

<u>®Action:</u> Adopt Resolution No.134-04

*** Indicates New Item ® Requires Roll Call Vote <u>Attach 1</u>

Staff presentation: Ronnie Edwards, Associate Planner

3. Setting a Hearing on Zoning the Griffith Annexation Located at 2969 B ¹/₂ Road [File #ANX-2004-254] <u>Attach 3</u>

The Griffith Annexation is comprised of one parcel of land of 4.141 acres and a section of B 1/2 Road right-of-way. The petitioner is requesting a zone of Residential Single Family with a density not to exceed four units per acre (RSF-4), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its December 14, 2004 meeting.

Proposed Ordinance Zoning the Griffith Annexation to Residential Single Family with a Density of not to Exceed Four Units Per Acre (RSF-4) Located at 2969 B ½ Road

<u>Action:</u> Introduction of Proposed Ordinance and Set a Hearing for January 5, 2005

Staff presentation: Ronnie Edwards, Associate Planner

4. <u>Setting a Hearing on Zoning the Summit View Meadows Filing #2</u> <u>Annexation Located at 3140 D ½ Road</u> [File #ANX-2004-256] <u>Attach 4</u>

The Summit View Meadows Filing #2 Annexation is comprised of one parcel of land of 4.9409 acres. The petitioner is requesting a zone of Residential Single Family with a density not to exceed eight units per acre (RMF-8), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its December 14, 2004 meeting.

Proposed Ordinance Zoning the Summit View Meadows Annexation Filing #2 to Residential Single Family with a Density not to Exceed Eight Units Per Acre (RMF-8) Located at 3140 D ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for January 5, 2005

Staff presentation: Ronnie Edwards, Associate Planner

5. Revocable Permit for Paradise Valley Park Located at 585 25 ½ Road [File #RVP-2004-266] <u>Attach 5</u>

The petitioner is requesting approval and issuance of a revocable permit for construction of a 6' wood fence in the City right-of-way adjacent to 25 ½ Road and the existing subdivision's front property line.

Resolution No. 135-04 – A Resolution Concerning the Issuance of a Revocable Permit to Paradise Valley Park, LLC

<u>®Action:</u> Adopt Resolution No. 135-04

Staff presentation: Ronnie Edwards, Associate Planner

6. <u>Setting a Hearing on Zoning the Campbell/Hyde Annexation Located at 351</u> <u>& 353 30 Road</u> [File #ANX-2004-225] <u>Attach 6</u>

Introduction of a proposed zoning ordinance to zone the Campbell/Hyde Annexation RSF-4 (Residential Single Family du/ac), located at 351 & 353 30 Road.

Proposed Ordinance Zoning the Campbell/Hyde Annexation to RSF-4 (Residential Single Family 4 du/ac), Located at 351 & 353 30 Road

<u>Action:</u> Introduction of Proposed Ordinance and Set a Hearing for January 5, 2005

Staff presentation: Faye Hall, Planning Technician

7. <u>Setting a Hearing on Zoning the Summit Annexation Located at 280 29</u> <u>Road</u> [File #ANX-2004-242] <u>Attach 7</u>

Introduction of a proposed zoning ordinance to zone the Summit Annexation RSF-4 (Residential Single Family 4 du/ac), located at 280 29 Road.

Proposed Ordinance Zoning the Summit Annexation to RSF-4 (Residential Single Family 4 du/ac), Located at 280 29 Road

Action: Introduction of Proposed Ordinance and Set a Hearing for January 5, 2005

Staff presentation: Faye Hall, Planning Technician

8. <u>Setting a Hearing Zoning the Water's Edge Annexation Located at 2935 D</u> <u>Road</u> [File #ANX-2004-221] <u>Attach 8</u>

Introduction of a proposed zoning ordinance to zone the Water's Edge Annexation RMF-8 (Residential Multi-Family 8 du/ac), located at 2935 D Road.

Proposed Ordinance Zoning the Water's Edge Annexation to RMF-8 (Residential Multi-Family 8 du/ac), Located at 2935 D Road

<u>Action:</u> Introduction of Proposed Ordinance and Set a Hearing for January 5, 2005

Staff presentation: Faye Hall, Planning Technician

9. <u>Setting a Hearing to Create Alley Improvement District for 2005, Phase B</u> <u>Attach 9</u>

A successful petition has been submitted requesting a Local Improvement District be created to reconstruct the following alley as Alley Improvement District 2005, Phase B:

• The South ½ of the North/South Alley, 6th St to 7th St, between Grand Avenue and Ouray Avenue

Resolution No. 136-04 – A Resolution Declaring the Intention of the City Council of the City of Grand Junction, Colorado, to Create Within Said City Alley Improvement District No. ST-05, Phase B and Authorizing the City Engineer to Prepare Details and Specifications for the Same

<u>®Action:</u> Adopt Resolution No. 136-04

Staff presentation: Mark Relph, Public Works and Utilities Director

* * * END OF CONSENT CALENDAR * * *

* * * ITEMS NEEDING INDIVIDUAL CONSIDERATION * * *

10. Subrecipient Contract with Hilltop Community Resources Inc., for the City's 2004 Program Year Community Development Block Grant (CDBG) Program [File #CDBG-2004-09] <u>Attach 10</u>

The Subrecipient Contract formalizes the City's award of \$50,000 to Hilltop Community Resources, Inc. for energy conservation measures including window replacement and installation of thermostats for the Resource Center building located at 1129 Colorado Avenue. These funds were allocated from the City's 2004 CDBG Program.

<u>Action:</u> Authorize the City Manager to Sign the Subrecipient Contract with Hilltop Community Resources Inc.

Staff presentation: Kristen Ashbeck, Senior Planner

11. 2005 Law Enforcement Assistance Fund (LEAF) Grant

Attach 11

The Colorado Department of Transportation has awarded \$35,000 to the Grand Junction Police Department to fund DUI enforcement. The GJPD applied for \$145,133 with Council approval in August of this year.

Resolution No. 137-04 – A Resolution Approving the Law Enforcement Assistance Fund (LEAF) Contract L-27-05

<u>®Action:</u> Adopt Resolution No. 137-04

Staff presentation: Greg Morrison, Chief of Police

12. Contract for the Two Rivers Convention Center Food Distributor Attach 12

The Two Rivers Convention Center (TRCC) General Manager requested the Purchasing Division solicit competitive proposals to provide food requirements for TRCC.

<u>Action:</u> Authorize the City Purchasing Manager to Contract with U.S. Food Service, Denver, Colorado for the Purchase and Delivery of TRCC Food Requirements with an Estimated Annual Expenditure of \$220,000

Staff presentation: Joe Stevens, Parks and Recreation Director Brian Ralph, TRCC General Manager Ron Watkins, Purchasing Manager

13. <u>Purchase of Properties at 1007, 1025 S. 5th St. and 926, 950 S. 4th St. for</u> <u>the Riverside Parkway</u> <u>Attach 13</u>

The City has entered a contract to purchase the six properties from the William Robert Jarvis Testamentary Trust and Betty Lou, W.R. and Judith Jarvis for the Riverside Parkway Project. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Resolution No. 138-04 – A Resolution Authorizing the Purchase of Real Property from William Robert Jarvis Testamentary Trust, Betty Lou Jarvis, W.R. Jarvis and Judith Jarvis

<u>®Action:</u> Adopt Resolution No. 138-04

Staff presentation: Mark Relph, Public Works and Utilities Director

14. <u>Public Hearing – Facilities and Construction in City Rights-of-Way</u> Ordinance (TO BE CONTINUED UNTIL JANUARY 19, 2005) <u>Attach 14</u>

The proposed ordinance is to aid the City in the long term management of public Rights-of-Way that are used by utility providers. Proper planning of the location and depth of underground utilities will ensure conflicts between utility providers are minimized. Area utility providers including Xcel Energy, Grand Valley Power, Ute Water, local sanitation districts, Clifton Water, Qwest, Bresnan, Grand Valley Drainage District, Grand Valley Water Users, Orchard Mesa Irrigation District, Associated Builders and Contractors and Western Colorado Contractors Association have all received copies of the draft ordinance.

Proposed Ordinance Adopting Regulations Concerning Facilities and Construction in City Rights-of-Way

Action: Continue Public Hearing until January 19, 2005

Staff presentation: Tim Moore, Public Works Manager

15.Public Hearing – Regulating Newsboxes in the DowntownAttach 15(TO BE CONTINUED UNTIL JANUARY 19, 2005)

The number of newsboxes that have been placed downtown has proliferated in recent months. The legitimate newsboxes have been augmented by commercial advertising pieces resulting in as many as 15 boxes in several locations. This ordinance has been developed to address the issue in a manner common to other communities in Colorado by developing a bank of racks that will be made available for lease to legitimate newspapers. The goal is to clean up the visual pollution resulting from this rapid spread of boxes and tidying up the appearance of downtown.

Proposed Ordinance Amending Part of Chapter 32 of the City of Grand Junction Code of Ordinances Relating to Commercial Activities in the Downtown and Authorizing Publication in Pamphlet Form

Action: Continue Public Hearing until January 19, 2005

Staff presentation: Harold Stalf, DDA Executive Director

***16. Land Use Applications Along the Proposed Riverside Parkway Alignment <u>Attach 23</u>

The City Council will soon begin consideration of the "urban design" elements of the Riverside Parkway project. Part of that consideration is how certain land

uses along the Parkway will integrate into the design of the Parkway and whether the current Zoning Code adequately reflects the desires of the community pertaining to the construction, development or placement of off premise signs at, near or along the proposed alignment of the Riverside Parkway.

Resolution No. 141-04 - A Resolution Directing the City Manager Concerning Off Premise Sign Applications On or Near the Proposed Alignment of the Riverside Parkway

<u>®Action:</u> Adopt Resolution No. 141-04

Staff presentation: Kelly Arnold, City Manager John Shaver, City Attorney Bob Blanchard, Community Development Director

17. <u>Schedule a Date to Consider an Appeal of a Planning Commission Decision</u> <u>Regarding the Denial of a Variance Request Located at 2488 Industrial Blvd</u> <u>– Nextel West</u> [File #CUP-2004-097] <u>Attach 16</u>

The applicant, Nextel West Communications, wishes to set a hearing date to appeal the Planning Commission's decision regarding denial of their variance request of the Zoning and Development Code's requirement of the 2:1 ratio setback for a cell tower from non-residentially zoned property. Per Section 2.18.E.4.g of the Zoning and Development Code, the appeal shall be scheduled within forty-five calendar days of receipt of the appeal, which was received November 17, 2004. The City Council shall hold a hearing and render a decision within thirty calendar days.

Action: Set a Date for the Appeal

Staff presentation: Ronnie Edwards, Associate Planner

18. Public Hearing – Reece/Ice Skating Inc. Annexation Located Along the Colorado River, 2499 River Road [File # ANX-2004-240] <u>Attach 17</u>

Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Reece/Ice Skating Inc. Annexation, located at 2499 River Road. The 75.3 acre annexation consists of three (3) parcels of unplatted land located along the Colorado River. The applicant's intent is to annex the properties and then donate 26.6 acres of the overall 75.3 acres to Ice Skating Inc.

a. Accepting Petition

Resolution No. 139-04 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Reece/Ice Skating Inc. Annexation, Located along the Colorado River at 2499 River Road is Eligible for Annexation

<u>®Action:</u> Adopt Resolution No.139-04

b. Annexation Ordinances

Ordinance No. 3698 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado Reece/Ice Skating Inc., Annexation, Approximately 75.3 Acres, Located Along the Colorado River at 2499 River Road

<u>®Action:</u> Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3698

Staff presentation: Scott D. Peterson, Associate Planner

19. Public Hearing - Zoning the Reece/Ice Skating Inc. Annexation Located along the Colorado River, 2499 River Road [File #ANX-2004-240] <u>Attach 18</u>

The Reece/Ice Skating Inc. Annexation consists of 75.3 acres and three (3) parcels of unplatted land located along the Colorado River at 2499 River Road. The applicant's intent is to annex the properties and then donate 26.6 acres of the overall 75.3 acres to Ice Skating Inc. with a proposed zoning of CSR, Community Services & Recreation. The Planning Commission recommended approval at its November 9, 2004 meeting.

Ordinance No. 3699 – An Ordinance Zoning the Reece/Ice Skating Inc. Annexation to Community Services & Recreation (CSR) Located at 2499 River Road

<u>®Action:</u> Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3699

Staff presentation: Scott D. Peterson, Associate Planner

20. Public Hearing – Arbors Annexation Located at 2910 Orchard Avenue [File #ANX-2004-217] <u>Attach 19</u>

The applicants for the Arbors Annexation, located at 2910 Orchard Avenue, have presented a petition for annexation as part of a preliminary plan. The applicants

request approval of the Resolution accepting the annexation petition, and request a Public Hearing to consider final passage of the Annexation Ordinance. The annexation area consists of 22.84 acres of land and right-of-way along Orchard Avenue.

a. Accepting Petition

Resolution No. 140-04 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Arbors Annexation, Located at 2910 Orchard Avenue is Eligible for Annexation

<u>®Action:</u> Adopt Resolution No.140-04

b. Annexation Ordinance

Ordinance No. 3700 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado the Arbors Annexation, Approximately 22.84 Acres, Located at 2910 Orchard Avenue

<u>®Action:</u> Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3700

Staff presentation: Lori V. Bowers, Senior Planner

21. Public Hearing - Zoning the Arbors Annexation Located at 2910 Orchard <u>Avenue</u> [File #ANX-2004-217] <u>Attach 20</u>

The 22.84 acre Arbors Annexation area consists of one parcel of land and rightof-way along 29 and Orchard Avenue. There is a single-family residence on a large vacant lot with access to Orchard Avenue. The applicants are in the Preliminary Plan review process.

Ordinance No. 3701 – An Ordinance Zoning the Arbors Annexation to Residential Multi-Family, Not to Exceed 8 Dwelling Units per Acre (RMF-8) Located at 2910 Orchard Avenue

<u>®Action:</u> Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3701

Staff presentation: Lori V. Bowers, Senior Planner

22. <u>Contract Agreements for Conveyance Relative to Action Campus LLC and</u> <u>GJ Tech Center LLC</u> <u>Attach 21</u>

The City owns a parcel of land located at the end of Blue Heron Road. This land is held for economic development purposes. GJ Tech Center, LLC (Innovative Textiles) owns a parcel immediately to the west known as Lot 2 of the City Market Subdivision. The City's property and Innovative Textiles' property is being platted together as Blue Heron Lake Industrial Park ("Park"). Action Campus, LLC (Action Bindery) will be relocating its business to the Park. For economic development, property will be conveyed to Action Bindery and Innovative Textiles within the Park. In order to transfer the land pursuant to Resolution 1-88, contract agreements for conveyance and the documents referenced in those agreements must be executed. Authorizing the City Manager to sign these contract agreements for conveyance and any additional documents to complete the terms of the agreements will allow the simultaneous recording of the plat for the Park and conveyance of the real property.

<u>Action:</u> Authorize the City Manager to Execute the Contract Agreements for Conveyance and any other Documents Required by the Terms of the Contract Agreements for Conveyance of Property to Innovative Textiles and Action Bindery

Staff presentation: John Shaver, City Attorney Kelly Arnold, City Manager

23. Public Hearing - 2005 Budget Appropriation Ordinance

Attach 22

The total appropriation for all thirty-seven accounting funds budgeted by the City of Grand Junction (including the Ridges Metropolitan District, Grand Junction West Water and Sanitation District, and the Downtown Development Authority) is \$149,839,880. Although not a planned expenditure, an additional \$3,500,000 is appropriated as a emergency reserve in the General Fund pursuant to Article X, Section 20 of the Colorado Constitution.

Ordinance 3697 – The Annual Appropriation Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado, the Ridges Metropolitan District, and the Grand Junction West Water and Sanitation District, for the Year Beginning January 1, 2005, and Ending December 31, 2005

<u>®Action:</u> Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3697

Staff presentation: Ron Lappi, Administrative Services and Finance Director

24. NON-SCHEDULED CITIZENS & VISITORS

- 25. OTHER BUSINESS
- 26. **ADJOURNMENT**

Attach 1 Minutes of December 1, 2004 Regular Meeting

GRAND JUNCTION CITY COUNCIL MINUTES OF THE REGULAR MEETING

December 1, 2004

The City Council of the City of Grand Junction convened into regular session on the 1st day of December 2004, at 7:30 p.m. in the City Auditorium. Those present were Councilmembers Cindy Enos-Martinez, Dennis Kirtland, Bill McCurry, Jim Spehar and Council President Pro Tem Gregg Palmer. Absent were Council President Bruce Hill and Councilmember Harry Butler. Also present were City Manager Kelly Arnold, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Pro Tem Gregg Palmer called the meeting to order. Councilmember McCurry led in the pledge of allegiance. The audience remained standing for the invocation by Scott Hogue, First Baptist Church.

PRESENTATIONS

UPDATE AND PRESENTATION ON THE COMPLETION OF THE CSEP PROJECT BY MARK RELPH, PUBLIC WORKS AND UTILITIES DIRECTOR

Public Works & Utilities Director Mark Relph reviewed the two year project, pointing out the enormity of the project and many of the challenges. He recognized all the contractors and the City Staff involved. The City Council applauded the completion of the project.

CERTIFICATE OF APPOINTMENT

TO THE PLANNING COMMISSION AND BOARD OF APPEALS

Patrick Carlow was present and received his certificate.

CITIZEN COMMENTS

There were none.

CONSENT CALENDAR

Councilmember Spehar asked that item #11 regarding the VCB Special Event Funding recommendations be moved to individual consideration.

It was moved by Councilmember Spehar, seconded by Councilmember Kirtland and carried by roll call vote to approve Consent Calendar Items #1 through #10 and #12.

1. Minutes of Previous Meetings

<u>Action:</u> Approve the Summary of the November 15, 2004 Workshop and the Minutes of the November 17, 2004 Regular Meeting

2. <u>Setting a Hearing on the 2005 Budget Appropriation Ordinance</u>

The total appropriation for all thirty-seven accounting funds budgeted by the City of Grand Junction (including the Ridges Metropolitan District, Grand Junction West Water and Sanitation District, and the Downtown Development Authority) is \$149,814,880. Although not a planned expenditure, an additional \$3,500,000 is appropriated as an emergency reserve in the General Fund pursuant to Article X, Section 20 of the Colorado Constitution.

Proposed Ordinance the Annual Appropriation Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado, the Ridges Metropolitan District, and the Grand Junction West Water and Sanitation District, for the Year Beginning January 1, 2005, and Ending December 31, 2005

<u>Action:</u> Introduction of Proposed Ordinance and Set a Hearing for December 15, 2004

3. <u>Setting a Hearing on Zoning the Arbors Annexation Located at 2910 Orchard</u> <u>Avenue</u> [File #ANX-2004-217]

The 22.84-acre Arbors Annexation area consists of one parcel of land and rightof-way along 29 and Orchard Avenue. There is a single-family residence on a large vacant lot with access to Orchard Avenue. The applicants are in the Preliminary Plan review process.

Proposed Ordinance Zoning the Arbors Annexation to Residential Multi-Family, Not to Exceed 8 Dwelling Units per Acre (RMF-8) Located at 2910 Orchard Avenue

<u>Action:</u> Introduction of Proposed Ordinance and Set a Hearing for December 15, 2004

4. <u>Setting a Hearing for the Griffith Annexation Located at 2969 B ½ Road</u> [File #ANX-2004-254]

Resolution referring a petition for annexation and introduction of proposed ordinance. The 4.141 acre Griffith Annexation consists of one parcel and a section of B ½ Road Right-of-Way. This is in conjunction with a proposed preliminary plan for Chipeta Glenn Phase #2 Subdivision.

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

Resolution No. 121-04 – 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, Griffith Annexation Located at 2969 B ½ Road and Including a Portion of B ½ Road Right-of-Way

Action: Adopt Resolution No. 121-04

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Griffith Annexation, Approximately 4.141 Acres, Located at 2969 B ½ Road and Including a Portion of B ½ Road Right-of-Way

<u>Action:</u> Introduction of Proposed Ordinances and Set a Hearing for January 5, 2005

5. <u>Setting a Hearing for the Summit View Meadows Filing #2 Annexation</u> <u>Located at 3140 D ¹/₂ Road</u> [File #ANX-2004-256]

Resolution referring a petition for annexation and introduction of proposed ordinance. The 4.9409 acre Summit View Meadows Filing #2 Annexation consists of one parcel of land. It is in conjunction with a proposed preliminary plan for Summit View Meadows Filing #2 Subdivision.

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

Resolution No. 122-04 – 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, Summit View Meadows Filing #2 Annexation Located at 3140 D ¹/₂ Road <u>Action:</u> Adopt Resolution No. 122-04

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Summit View Meadows Filing #2 Annexation, Approximately 4.9409 Acres, Located at 3140 D ¹/₂ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for January 5, 2005

6. <u>Setting a Hearing for the Summit Annexation Located at 280 29 Road</u> [File #ANX-2004-242]

Resolution referring a petition for annexation and introduction of proposed ordinance. The 29.435 acre Summit Annexation consists of two parcels of land and portions of the B ½ Road and 29 Road Rights-of-Way.

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

Resolution No. 123-04 – 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, Summit Annexation Located at 280 29 Road and including 29 Road and B ½ Road Rights-of-Way

Action: Adopt Resolution No. 123-04

b. Setting a Hearing on Proposed Ordinances

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Summit Annexation No. 1, Approximately .9357 Acres, Located within the 29 and B ½ Road Rights-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Summit Annexation No. 2, Approximately 28.50 Acres, Located at 280 29 Road and Including Portions of the 29 & B ½ Roads Rights-of-Way

<u>Action:</u> Introduction of Proposed Ordinances and Set a Hearing for January 5, 2005

7. <u>Setting a Hearing on Zoning the Reece/Ice Skating Inc. Annexation Located</u> <u>along the Colorado River, 2499 River Road</u> [File #ANX-2004-240]

Introduction of a proposed zoning ordinance to zone the Reece/Ice Skating Inc. Annexation, CSR, Community Services & Recreation, located at 2499 River Road. The Annexation consists of 75.3 acres and consists of three (3) parcels of unplatted land located along the Colorado River.

Proposed Ordinance Zoning the Reece/Ice Skating Inc. Annexation to Community Services & Recreation (CSR) Located at 2499 River Road

<u>Action:</u> Introduction of Proposed Ordinance and Set a Hearing for December 15, 2004

8. <u>Extension of the Applicability of the Prior Zoning and Development Code for</u> <u>Redlands Mesa</u> [File #MSC-2004-261]

This is a request to extend the applicability of the pre-2000 Zoning and Development Code ("prior Code") until December 31, 2012 for the remaining filings of Redlands Mesa.

Action: Approval of the Requested Extension

9. <u>Use of Parking Garage by the Public Attending the Parade of Lights on</u> <u>Saturday, December 4, 2004</u>

Council will consider a request by the Downtown Association for the use of the City/County Parking Garage by the public attending the Parade of Lights on Saturday, December 4, 2004 from 4:30 p.m. to 10:00 p.m.

Action: Approve Request for Public Use of City/County Garage

10. School Land Dedication Fee Extension Letter

At the November 15, 2004 workshop, the City Council and School District No. 51 Board discussed the School Land Dedication Fee that was adopted by Resolution No. 119-00. The date established by the resolution for the Fee expiration is January 1, 2005 unless the fee is extended, amended, or under review. The letter from the Mayor Pro Tem to the School Board acknowledges that the Fee is under review and that it will be extended until June, 1, 2005 unless it is modified before that date. <u>Action:</u> Authorize Mayor Pro Tem Palmer to Sign the Letter and Send it to Ron Rowley, School Board President

11. Special Event Funding Recommendations from VCB

City Council moved this to individual consideration.

12. Annual Renewal of VCB Advertising Services Contract

This is the final year of a 5-year annually renewable contract with Hill & Company Integrated Marketing and Advertising to provide advertising services to the VCB.

<u>Action:</u> Authorize the City Manager to Sign a Contract with Hill & Company Integrated Marketing and Advertising in the Amount of \$375,000.00 for the Period January 1 – December 31, 2005

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Construction Contract for Concrete Walkways at Westlake, Darla Jean and Paradise Hills Parks

Preparing and placement of approximately 9,900 square feet of new concrete walkways at Westlake, 200 square feet at Darla Jean and 11,064 square feet, (includes a shelter foundation), at Paradise Hills Parks.

Joe Stevens, Parks and Recreation Director, reviewed this item noting that the City received six competitive bids.

Councilmember Kirtland agreed with Mr. Stevens assessment that the bids received were good.

Councilmember Kirtland moved to authorize the City Manager to execute a contract with Reyes Construction Inc. for the preparing and placement of concrete at Westlake, Darla Jean and Paradise Hills Parks for a total price of \$69,954.28. Councilmember Enos-Martinez seconded the motion. Motion carried.

Watershed MOU between City of Grand Junction and Mesa County

Adoption by resolution of a Memorandum of Understanding (MOU) between the City of Grand Junction and Mesa County Colorado relative to County land use decisions within the City watershed areas.

City Manager Kelly Arnold reviewed this item. The City has been working with three entities to develop Memorandums of Understanding, the Forest Service, the BLM and Mesa County. The one being considered at this time is with Mesa County. The MOU creates a partnership relationship with these entities. The County Commissioners considered the agreement on November 22, 2004 and approved it.

Councilmember Spehar complimented the effort to develop the agreement and is pleased that two of the agreements have been finalized.

Councilmember Kirtland agreed and was supportive of the annual meetings set forth in the agreements, allowing for a regular review.

Council President Pro Tem Palmer concurred and noted that he is pleased that the City decided to use MOU, instead of adopting the watershed ordinance proposed initially.

City Manager Arnold asked the City Council if there was an opportunity for the public to speak on the MOU since a number of folks were notified.

Council Pro Tem Palmer opened up the public comment opportunity. There were no public comments.

Resolution No. 124-04 – A Resolution of the City of Grand Junction Concerning Adoption of a Memorandum of Understanding between the City of Grand Junction and Mesa County (Watershed MOU)

Councilmember Kirtland moved to adopt Resolution No. 124-04. Councilmember Spehar seconded the motion. Motion Carried by roll call vote.

Public Hearing - Regulating Newsboxes in the Downtown Shopping Park

The number of newsboxes that have been placed downtown has proliferated in recent months. The newsboxes have been augmented by commercial advertising pieces resulting in as many as 15 boxes in several locations. This ordinance has been developed to address the issue in a manner common to other communities in Colorado by developing a bank of racks that will be made available for lease to newspapers. The goal is to clean up the visual pollution resulting from this rapid spread of boxes and tidying up the appearance of downtown.

Proposed Ordinance Amending Part of Chapter 32 of the City of Grand Junction Code of Ordinances Relating to Commercial Activities in the Downtown and Authorizing Publication in Pamphlet Form

Councilmember Enos-Martinez moved to continue the Public Hearing until December 15, 2004. Councilmember McCurry seconded to motion. Motion carried.

Special Event Funding Recommendations from VCB

Fourteen applications for Special Event funding were received by the November 2 deadline; funding requests totaled \$66,600. The Board recommends awarding a total of \$15,000 for out of town advertising to the following six events:

\$2,000	Grand Junction Air Show
\$3,000	Grand Valley Bicycle Classic (must provide documentation of matching
	funds from other sources by 2/1/05)
\$2,000	Wells Fargo Art & Jazz Festival
\$2,000	Fruita Fat Tire Festival (contingent on receiving matching funds from City of
	Fruita)
\$3,000	Fuoco Downtown Car Show
\$3,000	Colorado Mountain Winefest (for marketing in Colorado Springs)
\$15,000	Total Funding Recommendation

Debbie Kovalik, Executive Director of the Visitor and Convention Bureau, reviewed this item. She advised that the Air Show will be in August, 2005 after three years of it not being in Grand Junction. The Bicycle Classic has not happened in five years and was formerly called the Colorado Classic. Also, other events being funded are the Arts & Jazz Festival, the Fruita Fat Tire Festival, the Downtown Car Show, and the Winefest.

It was moved by Councilmember Spehar, seconded by Councilmember Enos-Martinez to authorize the funding awards as recommended. Motion carried.

Tax-Exempt Private Activity Bonds for Action Bindery

A Resolution setting forth the intention of the City of Grand Junction to issue an adjustable rate revenue bonds to finance a manufacturing facility as well as the acquisition of additional equipment for the benefit of Action Campus, LLC & Action Publishing, Inc. in the amount of \$1.75 million.

Ron Lappi, Administrative Services and Finance Director, reviewed this item. He explained that this resolution is in anticipation of issuing bonds next year. It will be similar to what the Council did in a two year period for Pyramid Printing. The bonds, if issued, do not bind the City nor do they affect the City's future bonding ability. Grady Bussey, owner of Action Bindery, was present.

Councilmember Spehar noted that these bonds can be used for other purposes. Mr. Lappi, Administrative Services and Finance Director, said yes they can be used for

affordable housing or the allocation can be allocated to CHFA to be used for first time home buyers to buy down their mortgages.

Council President Pro Tem Palmer asked where the money comes from. Mr. Lappi said it is the availability of bonds which are purchased by a financial institution, such as Wells Fargo, giving them a tax exempt rate.

Grady Bussey, owner of Action Bindery, explained that he wants to build a 15,000 square foot facility on property that was donated to the City by the Prinsters for the purpose of economic development. The savings on interest is huge to the company.

Resolution No. 125-04 – A Resolution Setting Forth the Intention of the City of Grand Junction, Colorado, to Issue Adjustable Rate Revenue Bonds to Finance a Manufacturing Facility for the Benefit of Action Campus, LLC, or it's Successors or Assigns

Councilmember Enos-Martinez moved to adopt Resolution No. 125-04. Councilmember Kirtland seconded the motion. Motion carried by roll call vote.

Acceptance of Firefighters Grant by FEMA

On April 7, 2004, the City Council granted approval for the Fire Department to apply for \$108,395 assistance for the Firefighters Grant to purchase five (5) 12-lead cardiac monitor/defibrillators. On November 18, 2004, the Department received official notification from FEMA of a \$75,877 assistance to Firefighters Grant award (70% of the amount requested).

John Howard of the Fire Department reviewed this item. He advised that Council approved the application for this grant back in April and the Fire Department has been awarded the grant. The grant will allow the Fire Department to purchase twelve cardiac lead monitors all at once to replace the outdated monitors currently being used. The required match was in the budget to replace 2.5 monitors so with the grant all twelve can be replaced at once.

Councilmember Kirtland moved for the approval of the Fire Department to accept the Assistance to Firefighters Grant Award of \$75,877. Councilmember McCurry seconded the motion. Motion Carried.

Public Hearing – Creation of Alley Improvement District 2005

Successful petitions have been submitted requesting an Alley Improvement District be created to reconstruct the following seven alleys:

- East/West Alley from 1st to 2nd, between Ouray Avenue and Chipeta Avenue
- East/West Alley from 9th to 10th, between Rood Avenue and White Avenue
- East/West Alley from 9th to 10th, between Ouray Avenue and Chipeta Avenue
- East/West Alley from 11th to 12th, between Teller Avenue and Belford Avenue
- North/South Alley from 18th to 19th, between Ouray Avenue and Chipeta Avenue
- North/South Alley from 18th to 19th, between Chipeta Avenue and Gunnison Avenue
- North/South Alley from 23rd to 24th, between Ouray Avenue and Gunnison Avenue

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

Mark Relph, Public Works and Utilities Director, reviewed this item. He noted this is the second step to create the Alley Improvement District. These improvement districts are still very popular. There is a two to three year waiting list. There will be a Phase B in 2005 if Council is so inclined.

The property owners abutting the alley pay \$8.00 per abutting foot, a portion of the entire cost. The next step is to design the project.

Council President Pro Tem Palmer asked about the criteria to create these districts. Mr. Relph said a majority petition is required.

Councilmember Kirtland asked if the utilities in these alleys are upgraded at the same time. Mr. Relph replied affirmatively, the City works closely with the utility companies to coordinate those upgrades.

There were no public comments.

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

Resolution No. 126-04– A Resolution Creating and Establishing Alley Improvement District No. St-05 Within the Corporate Limits of the City of Grand Junction, Colorado, Authorizing the Reconstruction of Certain Alleys, Adopting Details, Plans and Specifications for the Paving Thereon and Providing for the Payment Thereof

Councilmember Enos-Martinez moved to adopt Resolution No. 126-04. Councilmember Kirtland seconded the motion. Motion carried by roll call vote.

Utility Rate Changes Effective January 1, 2005

Resolution to amend utility rates for Water, Wastewater and Solid Waste Services effective January 1, 2005.

Mark Relph, Public Works and Utilities Director, reviewed this item. He summarized the proposed rate changes and outlined the need for the increases.

Council President Pro Tem Palmer inquired what the average household uses. Mr. Relph estimated about 10,000 gallons per month. The increases will not affect the base rate and the low use users. Through the water conservation program, the City is working with larger users to help them use less water.

Resolution No. 127-04 – A Resolution to Amend Utility Rates for Water, Wastewater and Solid Waste Services Effective January 1, 2005

Councilmember Kirtland moved to adopt Resolution No. 127-04. Councilmember Spehar seconded the motion. Motion carried by roll call vote.

Public Hearing – St. Mary's Hospital Rezone Located at 515 Patterson Road [File #RZ-2004-117]

Request to rezone 1.9 acres located at 515 Patterson Road, consisting of one parcel, from the B-1 (Neighborhood Business) zone district to PD (Planned Development) zone district. Planning Commission recommended approval at its November 9, 2004 meeting.

The public hearing was opened at 8:30 p.m.

Ronnie Edwards, Associate Planner, reviewed this item. The request is part of St. Mary's Master Plan. The purpose is to create a single entrance into the parking lot. The parcel was previously occupied by the Mesa County Health Department. That building has been demolished.

Council President Pro Tem Palmer asked if the residents on Mira Vista were contacted. Ms. Edwards answered affirmatively.

Rob Jenkins, an architect representing St. Mary's, 1009 N. 9th Street, said all of St Mary's on all three campuses are zoned Planned Development with the exception of this property. This property was not originally included in the Master Plan as it was unsure when the Health Department would be relocating. St. Mary's actually repurchased the property from Mesa County. The intent of the rezone is so that all of their contiguous property is zoned the same. The submittal to the City was in three parts, the final plan was approved by the Planning Commission for the parking lot. Mira

Vista residents were involved in the discussions. In the Master Plan 2000, a single entrance was proposed to St. Mary's and Mira Vista. It was approved to close access points off of Patterson. The location, no matter where it was located, would be in violation of the TEDS standards, too close to the other entrance. This proposed entrance is 400 feet west of Mira Vista and the number of curb cuts has been reduced from four to two and now to one.

The right tune lane off of Patterson Road is planned for 2005, and being funded partially by a grant from CDOT. There will be utility lines placed underground. St. Mary's will be participating in that project. Also, a realignment of Patterson at 7th Street will occur with the rededication of right-of-way by St. Mary's.

There were no public comments.

The public hearing was closed at 8:38 p.m.

Councilmember Kirtland applauded the cooperation amongst all the parties. Councilmember Spehar agreed, pointing out the improvements to 7th Street and traffic flow improvements.

Ordinance No. 3693 – An Ordinance Rezoning a Parcel of Land from B-1 (Neighborhood Business) Zone District to PD (Planned Development) Zone District Located at 515 Patterson Road (St. Mary's Hospital)

Councilmember Spehar moved to adopt Ordinance No. 3693. Councilmember Kirtland seconded the motion. Motion carried by roll call vote.

Public Hearing - Zoning the Meyers/Steele Annexation Located at 3020 E 1/2 Road [File #ANX-2004-206]

Hold a public hearing and consider final passage of the zoning ordinance to zone the Meyers/Steele Annexation RSF-4 (Residential Single Family 4 du/ac) located at 3020 E $\frac{1}{2}$ Road. The 2.7559 acre annexation consists of one parcel of land and includes E $\frac{1}{2}$ & 30 Road rights-of-way.

The public hearing was opened at 8:44 p.m.

Faye Hall, Planning Technician, reviewed this item. She described the site, the surrounding land use designations, and the surrounding zoning. The petitioner was not present.

There were no public comments.

The public hearing was closed at 8:45 p.m.

Ordinance No. 3694 – An Ordinance Zoning the Meyers/Steele Annexation to RSF-4 (Residential Single Family 4 du/ac) Located at 3020 E ½ Road

Councilmember Kirtland moved to adopt Ordinance No. 3694. Councilmember Enos-Martinez seconded the motion. Motion carried by roll call vote.

Public Hearing - Vacation of an East/West Alley Right-of-Way Located between 9th and 10th Streets and D Road and Third Avenue [File #VR-2004-183]

Petitioner is requesting to vacate the 20' east/west alley right-of-way located between 9th and 10th Streets, D Road and Third Avenue. There is an existing sanitary sewer line in the alley right-of-way, which will be dedicated as a 20' multi-purpose easement. A Simple Subdivision Plat will also be filed that will combine six (6) lots into one (1) in anticipation of an expansion to the existing commercial laundry facility. The Planning Commission recommended approval for the vacation of right-of-way at its November 9th, 2004 meeting.

The public hearing was opened at 8:45 p.m.

Faye Hall, Planning Technician, reviewed this item. She described the surrounding uses and the future land use designations of the site and the surrounding properties. She advised the reason for the request and that Planning Commission recommended approval. An easement will be retained for utilities.

Councilmember Kirtland asked what use can occur on top of the easement. Ms. Hall said the purpose is to expand the parking lot, so they will be able to pave over the easement.

Rob Rolland, Design Specialists, representing the applicant, stated the applicant wishes to expand in order to improve their operations. This project will generate new landscaping, 250 shrubs and 10 new trees. A portion of the alley was vacated previously.

Ben Hill, 943 D Road, supported the request saying it will be a big plus to the area.

There were no other public comments.

The public hearing was closed at 8:50 p.m.

Ordinance No. 3695 – An Ordinance Vacating Right-of-Way Located within Block 13 of the Milldale Subdivision

Councilmember Enos-Martinez moved to adopt Ordinance No. 3695. Councilmember Kirtland seconded the motion. Motion carried by roll call vote.

Public Hearing – Manor Annexation Growth Plan Amendment Located at the <u>NE</u> Corner of 26 ½ Road and I Road [File #GPA-2004-205]

Request approval of a Growth Plan Amendment to change the Future Land use designation from Rural (5 acres per unit) to Residential Medium Low (2-4 units per acre) on 11 acres, located at the NE Corner of 26 ½ Road and I Road

The public hearing was opened at 8:50 p.m.

Due to technical difficulties, the Council called a recess at 8:51 p.m.

The meeting reconvened at 8:55 p.m. The public hearing was open.

Kathy Portner, Planning Manager, reviewed this item. She described the surrounding zoning and uses. A portion of the property is in the Airport Critical Zone. Under the City's Code, development will need to be clustered outside of the Airport Critical Zone. There shall be no development in that area. The Airport noise contours of 60 to 65 decibels are not regulated by the Zoning and Development code, only noise levels above that. It has been recommended that upgrades be done to the construction of the homes for sound protection. The 1996 Growth Plan had the property in the Urban Growth Boundary but not in the Persigo 201 boundary. It was then removed as the two boundaries became one in the same. This past August the owners requested they be included in the Persigo 201 boundary and that was granted by the City and the County. Notices were sent to all property owners within 500 feet. The site was recently annexed and is not yet zoned. It was previously zoned RSF–R.

Ms. Portner reviewed the Growth Plan Amendment criteria. The recent inclusion will allow for development. Public facilities are adequate and available. Property to the north is located in the Airport Critical Zone and would be subject to restrictions on development. The Planning Commission recommended approval. There were two residents in opposition at the Planning Commission meeting.

Bill Ballast, the petitioner's representative, addressed the City Council and noted that the petitioner Ben Hill is also present. He concurred with Ms. Portner's presentation. At both the Planning Commission meeting and in the neighborhood meetings some good comments were received and will be incorporated into the plan. The seepage problem from the canal will be addressed. They will continue to work with residents as the plan develops.

John Trotter, a resident in the area, is not really in opposition to the subdivision but wants to point out some conditions that went on in the approval process. By including the property into the 201 sewer boundary, it allowed the property to be developed at 2 to 4 units per acre. He felt the process should be looked at as not everyone is aware that this inclusion then paves the way for development. The noise corridor problem is that the planes do not stay in the glide path. Most of the noise is during take off and most planes turn as soon as they leave the ground and go right over Grand Vista Subdivision. The decibel level is much higher than 60 - 65 decibels. These 22 - 44 houses proposed are going to complain once built so perhaps the Council could require the planes stay in the glide path. Lastly, he addressed the road condition. The City did do some repair this last summer but it stops at H $\frac{3}{4}$ Road. That road is owned by the County and is getting in pretty bad shape, yet they aren't taking responsibility for it.

Council President Pro Tem Palmer asked Mr. Trotter if he received the notification about the 201 inclusion. He said he didn't know because he would not have made the connection that it would ultimately mean a zone change.

Council President Pro Tem Palmer advised, Mr. Trotter that he serves on the Airport Authority Board and he will carry Mr. Trotter's comments to them.

There were no other comments.

The public hearing was closed at 9:16 p.m.

Councilmember Kirtland acknowledged Mr. Trotter's comments and noted that Council should perhaps discuss with the Commissioners the ramifications of boundary amendments and the process. Regarding the Airport noise, he is all for trying to make those requirements of the pilots. Councilmember Kirtland asked when sewer was extended to that vicinity. Ms. Portner said within the last couple of years in conjunction with the Grand Vista Subdivision development.

Council President Pro Tem Palmer noted that the Airport has discussed the eventual extension of the runways which will impact the Airport Critical Zone.

Councilmember Spehar said no development will be allowed in the critical zone, something else will have to be in that area besides dwellings. The homes in that noisy area is a "buyer beware" situation. They will let the County know about the road conditions. He agreed they should find a way to make it clear to the public how boundary changes will affect properties. He feels it makes sense to make this Growth Plan Amendment.

Council President Pro Tem Palmer agreed that the notice on the 201 boundary changes should be made clearer.

Resolution No. 128-04 – A Resolution Amending the Growth Plan of the City of Grand Junction Manor Annexation, NE Corner of 26 $\frac{1}{2}$ Road and I Road

Councilmember Enos-Martinez moved to adopt Resolution No. 128-04. Councilmember McCurry seconded the motion. Motion carried by roll call vote.

Public Hearing – 2nd Supplemental Appropriation Ordinance for 2004

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

The public hearing was opened at 9:25 p.m.

Ron Lappi, Administrative Services and Finance Director, reviewed this item This is the second supplemental appropriation ordinance of the year. The first was in the spring.

Council President Pro Tem Palmer asked about the funds for the expansion of the farming operations at Matchett. Mr. Lappi said the management of the property goes through the operations expansion fund of the Parks and Recreation Department.

There were no public comments.

The public hearing was closed at 9:27 p.m.

Ordinance No. 3696 – An Ordinance Making Supplemental Appropriations to the 2004 Budget of the City of Grand Junction

Councilmember Spehar moved to adopt Ordinance No. 3696. Councilmember Kirtland seconded the motion. Motion carried by roll call vote.

Levying Property Taxes for the Year 2004 for Collection in the Year 2005

The resolutions set the mill levies of the City of Grand Junction (City), Ridges Metropolitan District #1, Grand Junction West Water and Sanitation District (GJWWSD), and the Downtown Development Authority (DDA). The City and the DDA mill levies are for operations; the others are for debt service only. The City is also establishing a temporary credit mill levy for the General Fund for the purpose of refunding revenue collected in 2003 in excess of the limitations set forth in the Tabor Amendment, Article X, Section 20 of the Colorado Constitution. The temporary credit is pursuant to CRS- 39-5-121-(SB-93-255).

Ron Lappi, Administrative Services and Finance Director, reviewed this item. The resolutions and certifications are required to be certified by December 15 of each year. The final numbers were provided to the Council. The mill levies are both being reduced for the debt service for Ridges Metropolitan, Grand Junction Westwater and Sanitation Districts.

Councilmember Kirtland asked how long the mill levy has been at 8 mills. Mr. Lappi said since 1992 when the TABOR limitation went into effect. Prior to that the mill levy floated up and down to provide the same amount of revenue each year.

- a. Resolution No. 129-04 A Resolution Levying Taxes for the Year 2004 in the City of Grand Junction, Colorado
- b. Resolution No. 130-04 A Resolution Levying Temporary Credit Taxes for the Year 2004 in the City of Grand Junction, Colorado
- c. Resolution No. 131- 04 A Resolution Levying Taxes for the Year 2004 in the City of Grand Junction, Colorado, Downtown Development Authority
- Resolution No. 132-04 A Resolution Levying Taxes for the Year 2004 in the Ridges Metropolitan District #1, a Part of the City of Grand Junction, Colorado
- e. Resolution No. 133-04 A Resolution Levying Taxes for the Year 2004 the Grand Junction West Water and Sanitation District, a Part of the City of Grand Junction, Colorado

Councilmember Kirtland moved to adopt Resolutions No. 129-04, 130-04, 131-04, 132-04, 133-04. Councilmember Enos-Martinez seconded the motion. Motion carried by roll call vote.

NON-SCHEDULED CITIZENS & VISITORS

There were none.

OTHER BUSINESS

City Clerk Stephanie Tuin advised that the City's database indicates that the mill levy was 8 mills as far back as 1979.

Council President Pro Tem Palmer announced that the City and the County will be opening up their joint employee parking garage for public parking during the Parade of Lights on Saturday.

ADJOURNMENT

The meeting adjourned at 9:36 p.m.

Stephanie Tuin, MMC City Clerk

Attach 2 Vacation of Easement in Summit Meadows West, 3134 D ¹/₂ Road

CITY COUNCIL AGENDA										
Subject		Easement Vacation – 3134 D 1/2 Road								
Meeting Date		December 15, 2004								
Date Prepared		November 16, 2004					File #VE-2004-228			
Author		Ronnie Edwards				Associate Planner				
Presenter Name		Ronnie Edwards				Associate Planner				
Report results back to Council		No		Yes	When					
Citizen Presentation		Yes	Х	No	Nan	ne				
Workshop		X Formal Agend				x	Consent	Individual Consideration		

CITY COUNCIL AGENDA CITY OF GRAND JUNCTION

Summary: The applicant proposes to vacate two-20' temporary public access easements, located in Summit Meadows West Subdivision. The Planning Commission recommended approval of this easement vacation request on November 23, 2004, making the Findings of Fact/Conclusion identified in the staff report.

Budget: N/A

Action Requested/Recommendation: The Planning Commission recommends that the City Council approve the resolution vacating the requested easement vacation.

Attachments:

- 1. Aerial Photo Map
- 2. Future Land Use Map
- 3. Existing Zoning Map
- 4. Site Exhibit Map
- 5. Resolution with exhibit maps

Background Information: See attached

BACKGROUND INFORMATION										
Location:			3135 Ute Canyon Lane, 3134 Cross Canyon Lane, 3135 Summit Meadows Court and 3134 Open Meadows Court							
Applicants:			Casa Tiara Development, Inc.							
Existing Land Use:			Vacant							
Proposed Land Use:			Residential Single Family Subdivision							
	North	Residential Single Family								
Surrounding Land	South	Residential Single Family								
Use:	East	Vacant/Residential Single Family								
	West	Residential Single Family								
Existing Zoning:	RMF-5									
Proposed Zoning:	RMF-5									
	North	County PUD (density of 4 du/ac)								
Surrounding	South	Coun								
Zoning:	East	County RSF-R and City RMF-8								
	West	RSF-4								
Growth Plan Designation:		Residential Medium (4-8 du/ac)								
Zoning within density range?		х	Yes		Νο					

PROJECT DESCRIPTION: Request approval to vacate two-20' temporary public access easements, located in Summit Meadows West Subdivision at 3135 Ute Canyon Lane, 3134 Cross Canyon Lane, 3135 Summit Meadows Court and 3134 Open Meadows Court.

ANALYSIS:

1. <u>Background:</u>

The subject property was annexed concurrently with the Preliminary Plan as Summit Meadows West and was approved in May 2003. The parcel was zoned from County RSF-R to City RMF-5 in keeping with the goals and policies of the Growth Plan and Future Land Use map. The plan consisted of 10.83 acres and proposed 43 single family residential lots, which resulted in a density of approximately 4.06 dwelling units per acre. The proposed development provided four stub streets to the property to the east for future development. The final plat dedicated two-20' temporary public access easements along the east side for temporary fire turnarounds until the future development will occur. The applicant has purchased the parcel to the east and is proposing to vacate these existing easements with the condition that four new temporary turnaround easements be dedicated and constructed for fire department access. This results in the existing easements being unnecessary. The 10' irrigation and drainage easement along said east property line will remain.

The applicant has submitted a preliminary plan for the property to the east and it is under separate review. The proposed four temporary turnaround easements will become part of the infrastructure required for the new preliminary plan under review subdivision.

The Utility Coordinating Committee (UCC) reviewed this application and approved the project on December 8, 2004.

2. <u>Consistency with the Growth Plan:</u>

Policy 10.2 states that the City will consider the needs of the community at large and the needs of individual neighborhoods when making development decisions.

By allowing the described easements to be vacated, the residential lots they encumber will be more appropriate buildable lots. The new temporary turnaround easements being dedicated and constructed will allow fire department emergency access and are available for any future utilities. This exchange of easements will not affect the adjacent individual neighborhoods.

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.

Granting these easements to be vacated does not conflict with applicable Sections of the Growth Plan, major street plan and other adopted plans and policies of the City.

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

No parcel becomes landlocked with this vacation application. These particular easements are situated on existing platted residential lots and will be unnecessary with the new easements being dedicated.

c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

Access to any parcels shall not be restricted. The proposal is only affecting four platted lots within said subdivision.

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

There are no adverse impacts to the general community. The quality of public facilities and services provided is not reduced due to this vacation request. All new facilities and services will be provided in the easements that are remaining within the subdivision.

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.

Provision of adequate public facilities and services will not be inhibited to any property as required in Chapter 6 of the Code.

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

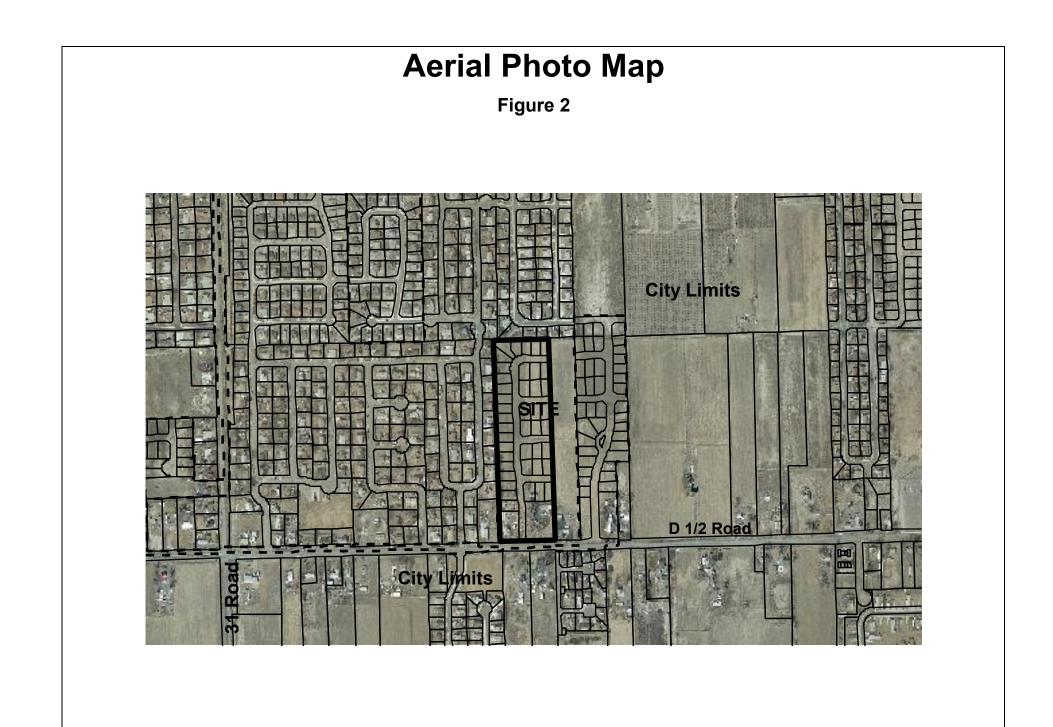
Proposal provides a benefit to the City by adjusting existing easement locations for fire department access to a new location to allow development of the existing platted parcels and development of the property to the east.

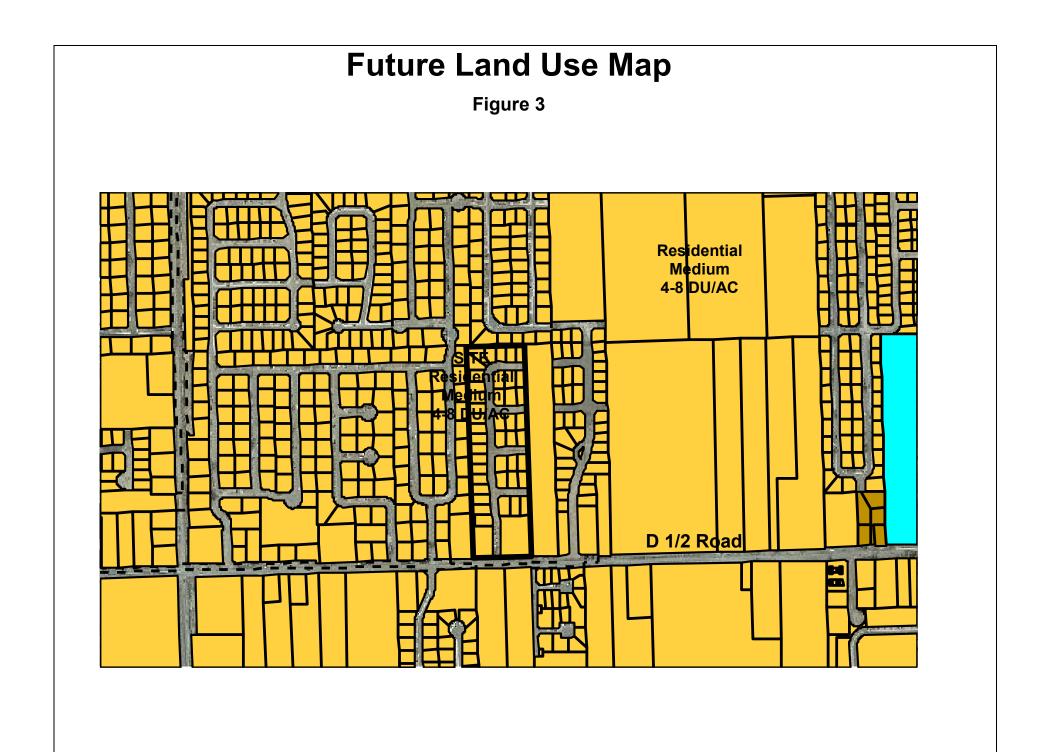
FINDINGS OF FACT/CONCLUSIONS:

After reviewing this Easement Vacation application, VE-2004-228, for the vacation of two-20' temporary public access easements, the Planning Commission recommends that City Council makes the following findings of fact and conclusions:

• The requested easement vacations are consistent with the Growth Plan.

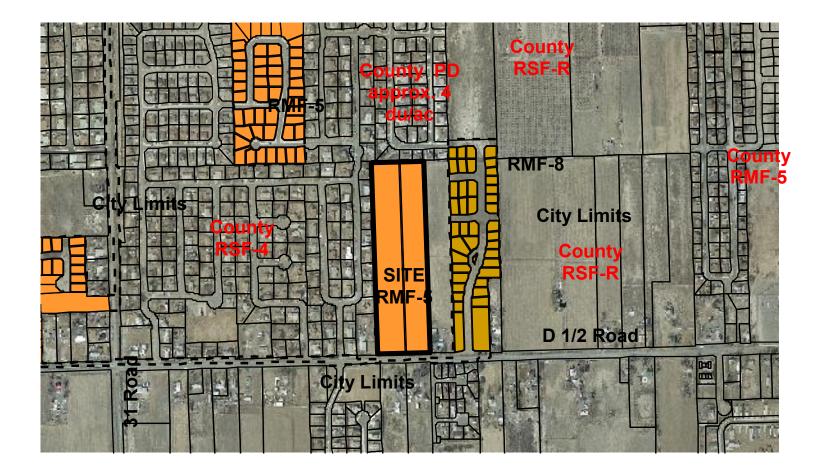
• The review criteria in Section 2.11.C of the Zoning and Development Code have all been met.



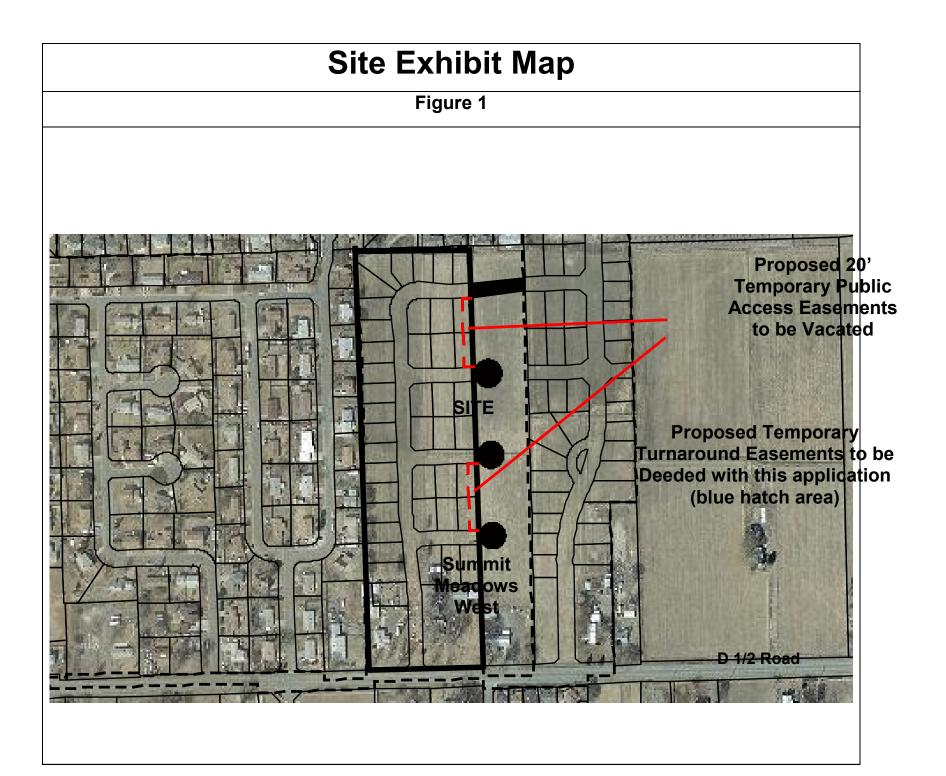


Existing City and County Zoning

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 TWO-20' TEMPORARY PUBLIC ACCESS EASEMENTS LOCATED IN SUMMIT MEADOWS WEST SUBDIVISION BETWEEN UTE CANYON LANE AND CROSS CANYON LANE & BETWEEN SUMMIT MEADOWS COURT AND OPEN MEADOWS COURT

RECITALS:

The applicant proposes to vacate two-20' temporary public access easements located in Summit Meadows West Subdivision. These easements are being replaced with four temporary turnaround easements located at the end of Ute Canyon Lane, Cross Canyon Lane, Summit Meadows Court and Open Meadows Court of said subdivision. The four new easements must be constructed to the satisfaction of the City Engineer and the conveyance of each temporary turnaround easements will be made to the City before the two-20' temporary public access easements will be vacated.

At its November 23, 2004 hearing the Grand Junction Planning Commission found that the request satisfies the review criteria set forth in Section 2.11.C of the Zoning and Development Code and recommended approval conditioned upon the construction and acceptance of new temporary turnaround easements and conveyance of said easements to the City.

The City Council finds that the vacation meets the criteria set forth in Section 2.11.C of the Grand Junction Zoning and Development Code and is in conformance with the Growth Plan.

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

Upon the easements described in Exhibit A, B, C, and D being conveyed to the City of Grand Junction, the temporary turnarounds being constructed in the easements and accepted by the City Engineer, and the applicant paying the recording/documentary fees and costs for this Resolution and the conveyance documents, the following easements shall be vacated:

The two strips of land platted as 20 feet temporary public access easements situated in Summit Meadows West as recorded in Plat Book 20 at Pages 55 and 56, of the Mesa County, Colorado records, being described as follows:

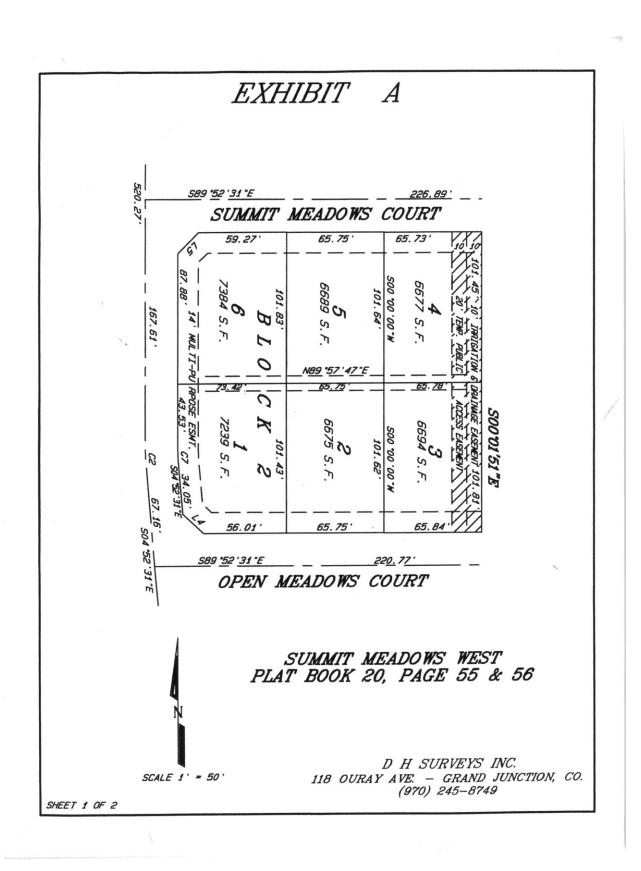
The easterly 20.00 feet of Lots 3 and 4, Block 2 and the easterly 20.00 feet of Lots 3 and 4, Block 4 of said Summit Meadows West.

PASSED and ADOPTED this _____ day of _____, 2004.

ATTEST:

City Clerk

President of City Council



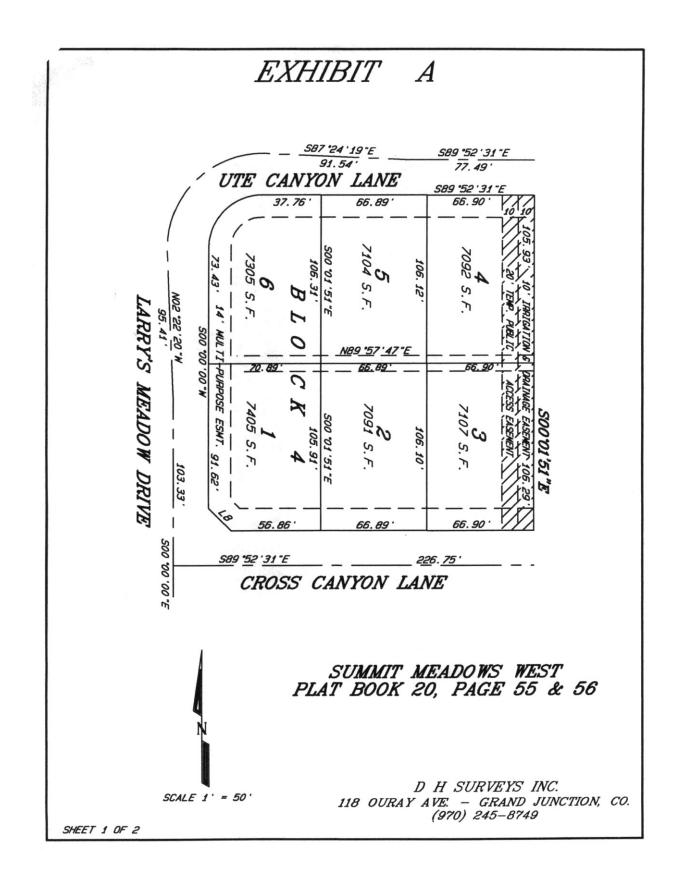


EXHIBIT A

A parcel of land situated in the E 1/2 SE 1/4 NW 1/4 of Section 15, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, lying east and adjoining the recorded subdivision plat of Summit Meadows West, being described as follows:

Beginning at the southeast corner of Lot 3, Block 2 of said Summit Meadows West; thence along the arc of a non-tangent curve to the right 255.90 feet, having a central angle of 305°27'57" and a radius of 48.00 feet to the northwest corner of Lot 4, Block 1 of said subdivision;

thence N00°01'51"W a distance of 44.00 feet along the easterly right-of-way of Open Meadows Court and the point of beginning.

This description was prepared by: Michael W. Drissel PLS 118 Ouray Ave. Grand Junction, CO. 81501

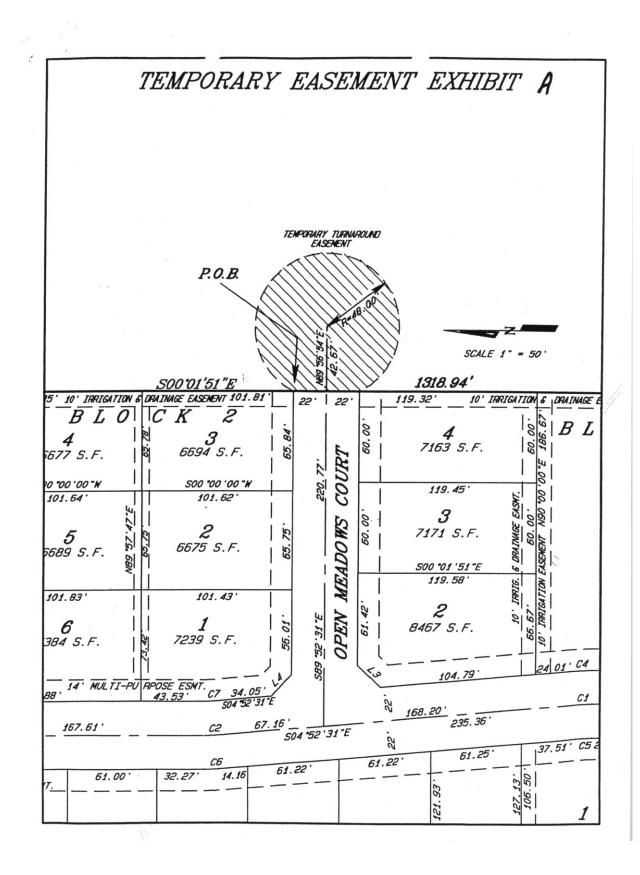


EXHIBIT B

A parcel of land situated in the E 1/2 SE 1/4 NW 1/4 of Section 15, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, lying east and adjoining the recorded subdivision plat of Summit Meadows West, being described as follows:

Beginning at the southeast corner of Lot 3, Block 3 of said Summit Meadows West; thence along the arc of a non-tangent curve to the right 255.90 feet, having a central angle of 305°27'57" and a radius of 48.00 feet to the northwest corner of Lot 4, Block 2 of said subdivision;

thence N00°01'51"W a distance of 44.00 feet along the easterly right-of-way of Summit Meadows Court and the point of beginning.

This description was prepared by: Michael W. Drissel PLS 118 Ouray Ave. Grand Junction, CO. 81501 ÷

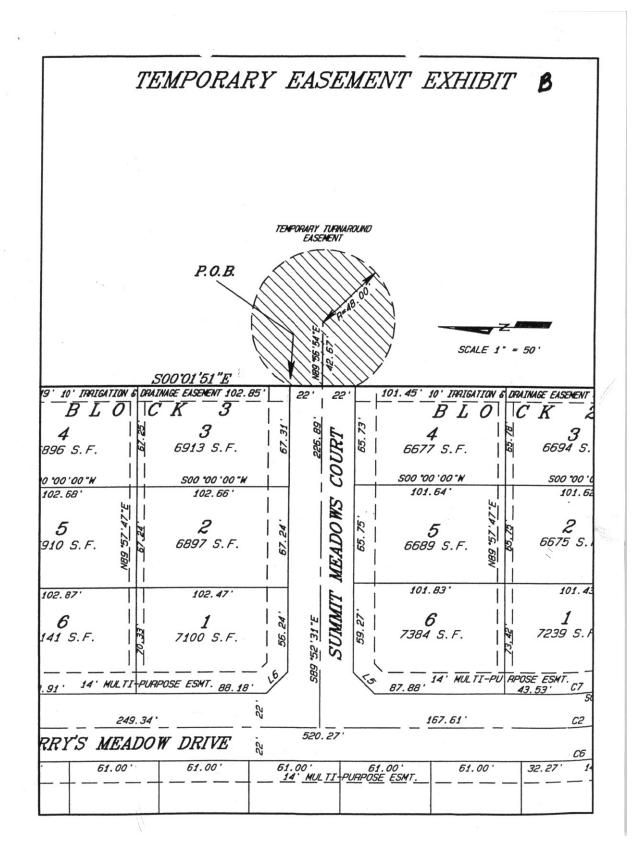


EXHIBIT C

A parcel of land situated in the E 1/2 SE 1/4 NW 1/4 of Section 15, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, lying east and adjoining the recorded subdivision plat of Summit Meadows West, being described as follows:

Beginning at the southeast corner of Lot 3, Block 4 of said Summit Meadows West; thence along the arc of a non-tangent curve to the right 255.90 feet, having a central angle of 305°27'57" and a radius of 48.00 feet to the northwest corner of Lot 4, Block 3 of said subdivision;

thence N00°01'51"W a distance of 44.00 feet along the easterly right-of-way of Cross Canyon Lane and the point of beginning.

This description was prepared by: Michael W. Drissel PLS 118 Ouray Ave. Grand Junction, CO. 81501

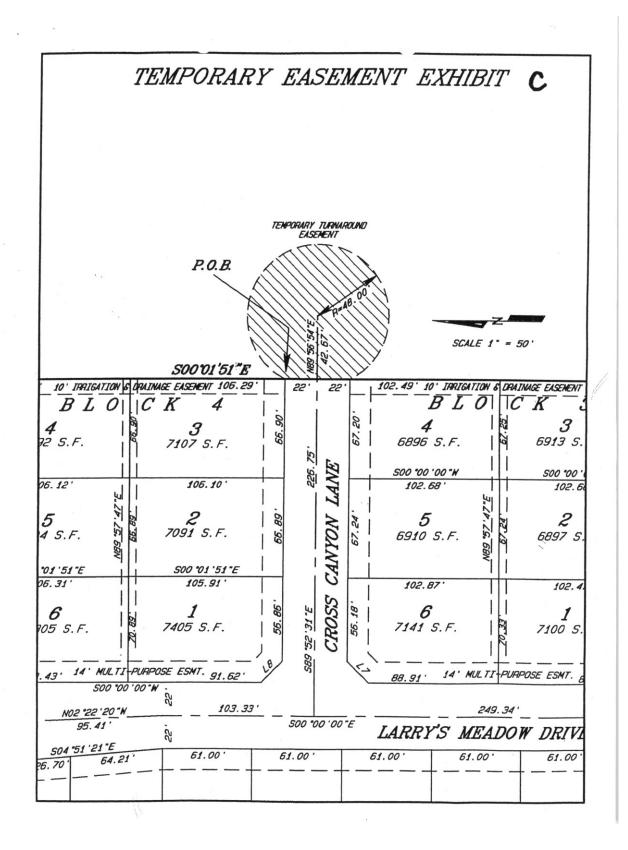


EXHIBIT D

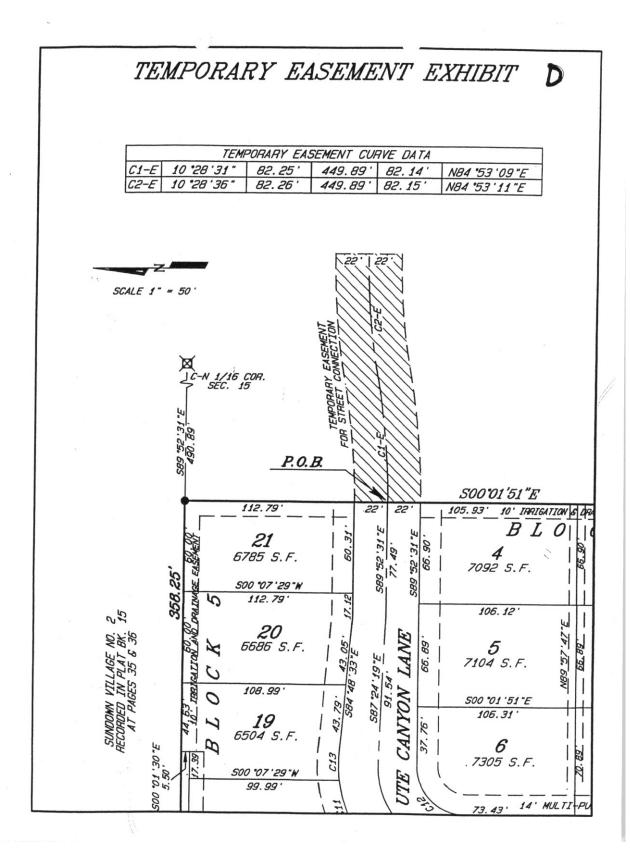
A parcel of land situated in the E 1/2 SE 1/4 NW 1/4 of Section 15, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, lying east and adjoining the recorded subdivision plat of Summit Meadows West, being 22.00 feet on each side of the following described center line:

Beginning at the center line of Ute Canyon Lane on the east boundary of said Summit Meadows West and the point of beginning;

thence along the arc of a curve to the left 82.25 feet, having a central angle of 10°28'31" and a radius of 449.89 feet, the chord of which bears N84°53'09"E a distance of 82.14 feet;

thence along the arc of a curve to the right 82.26 feet, having a central angle of 10°28'36" and a radius of 449.89 feet, the chord of which bears N84°53'11"E a distance of 82.15 feet to the point of terminus.

This description was prepared by: Michael W. Drissel PLS 118 Ouray Ave. Grand Junction, CO. 81501



Attach 3 Setting a Hearing on Zoning Griffith Annexation Located at 2969 B ¹/₂ Road

CITY COUNCIL AGENDA							
Subject	Zo	Zoning the Griffith Annexation located at 2969 B1/2 Road					
Meeting Date	De	December 15, 2004					
Date Prepared	Nc	November 24, 2004 File #ANX-2004-254					(-2004-254
Author	Rc	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			Name		
Workshop	Х	X Formal Agenda			la X	Consent	Individual Consideration

CITY OF GRAND JUNCTION

Summary: The Griffith Annexation is comprised of one parcel of land of 4.141 acres and a section of B 1/2 Road right-of-way. The petitioner is requesting a zone of Residential Single Family with a density not to exceed four units per acre (RSF-4), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its December 14, 2004 meeting.

Budget: N/A

Action Requested/Recommendation: Approve on first reading the ordinance zoning the Griffith Annexation and set a hearing for January 5, 2005.

Attachments:

- 1. Aerial Map
- 2. Growth Plan Map
- 3. Zoning Map
- 4. Annexation Map
- 5. Zoning Ordinance

BACKGROUND INFORMATION										
Location:	2969 B 1/2 Road									
Applicants:		Dean and Verona Griffith								
Existing Land Use:		Sing	Single Family Residence							
Proposed Land Use):	Resi	dential Single Fa	mily Subdivision						
	North	Resi	Residential Single Family							
Surrounding Land Use:	South	Chip	Chipeta Golf Course							
Use:	East	Residential Single Family								
	West	Residential Single Family								
Existing Zoning:		County RSF-R								
Proposed Zoning:		City RSF-4								
	North	County RSF-R								
Surrounding	South	Cour								
Zoning:	East	City RSF-4								
	County RSF-R									
Growth Plan Designation:		Residential Medium Low (2-4 du/ac)								
Zoning within densi	X	Yes No								

<u>Staff Analysis</u>:

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 zoning of RSF-4 conforms to the Future Land Use Map.

RSF-4 ZONE DISTRICT

- The RSF-4 does conform to the recommended future land use on the Growth Plan Future Land Use Map, which is currently designated as Residential Medium Low (2-4 du/ac).
- Zoning this annexation with the RSF-4 zone district meets the criteria found in Sections 2.14.F and 2.6 of the Grand Junction Zoning and Development Code.
- The zoning of RSF-4 is equivalent to the adjacent property to the east, which is Chipeta Glenn Filing #1 and bordered on the south and west by Chipeta Golf Course.

ZONING AND DEVELOPMENT CODE CRITERIA:

Section 2.14.F: "Land annexed to the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with the existing County zoning."

Section 2.6.A. Approval Criteria. In order to maintain internal consistency between this Code and the Zoning Maps, map amendments and rezones must demonstrate conformance with all of the following criteria:

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

This change of zoning is the result of an annexation. Therefore, this criteria does not apply.

b. 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.

This change of zoning is the result of an annexation. Therefore, this criteria does not apply.

c. 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 rezone to RSF-4 is within the allowable density range recommended by the Growth Plan. This criterion must be considered in conjunction with criteria "e", which requires that public facilities and services are available when the impacts of any proposed development are realized. Staff has determined that public infrastructure can address the impacts of any development consistent with the RSF-4 zone district, therefore this criterion is met.

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

The proposed RSF-4 zone conforms with the Growth Plan and the Orchard Mesa Neighborhood Plan.

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

Adequate public facilities are currently available and can address the impacts of development consistent with the RSF-4 zone district.

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

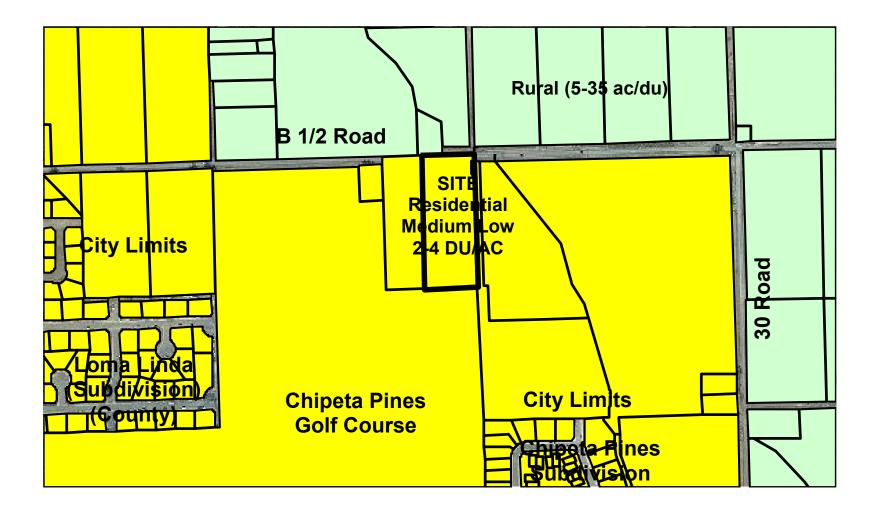
This change of zoning is the result of annexation. Therefore, this criteria does not apply.

g. The community or neighborhood will benefit from the proposed zone.

This change of zoning is the result of annexation. Therefore, this criteria does not apply.

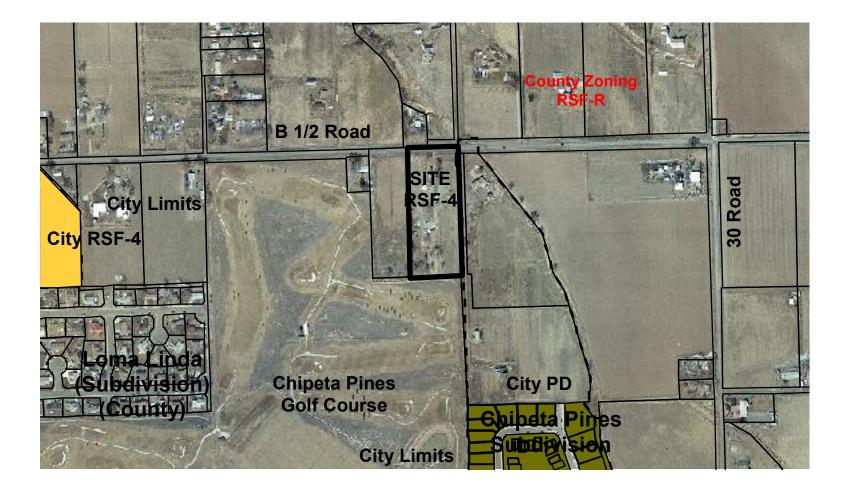
Future Land Use Map

Figure 3

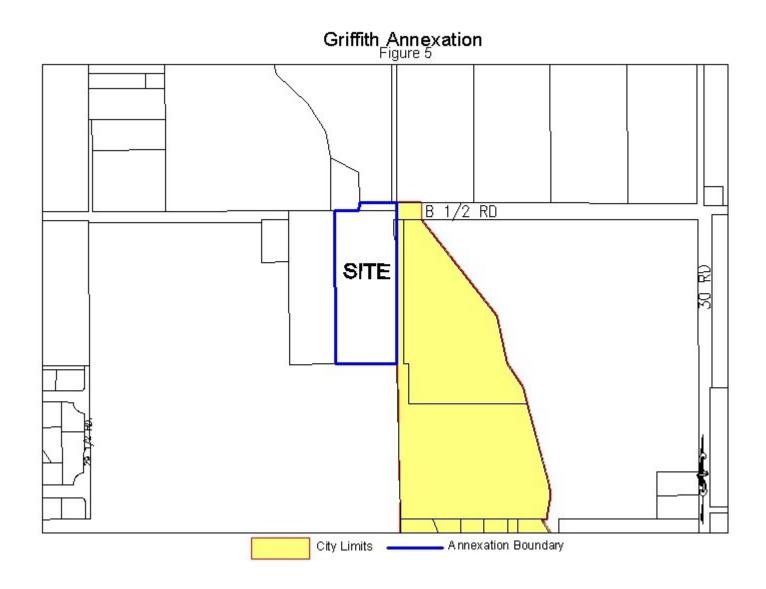


Existing City and County Zoning

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, COLORADO

ORDINANCE NO.

AN ORDINANCE ZONING THE GRIFFITH ANNEXATION TO RESIDENTIAL SINGLE FAMILY WITH A DENSITY NOT TO EXCEED FOUR UNITS PER ACRE (RSF-4)

LOCATED AT 2969 B 1/2 ROAD

Recitals.

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

After public notice and public hearing before the Grand Junction City Council, City Council finds that RSF-4 zone district be established for the following reasons:

- This zone district meets the criteria of Section 2.14.F of the Zoning and Development Code by being identical to or nearly identical to the former Mesa County zoning for each parcel and conforms to the adopted Growth Plan Future Land Use Map.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

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

The following property shall be zoned Residential Single Family with a density not to exceed four units per acre (RSF-4) zone district

Includes the following tax parcel: 2943-294-00-038

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) and the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 29, Township 1 South, Range 1 East 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 NW 1/4 SE 1/4 of said Section 29 and assuming the East line of the NW 1/4 SE 1/4 of said Section 29 bears S 00°06'50" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°06'50" E along the East line of the NW 1/4 SE 1/4 of said Section 29, a distance of 658.34 feet; thence S 89°52'02" W along the North line of Chipeta Golf Course, as same is recorded in Plat Book 15, Pages 197 and 198, Public Records of Mesa County, Colorado, a distance of 264.00 feet; thence N 00°06'50" W a distance of

658.32 feet, more or less, to a point on the North line of the NW 1/4 SE 1/4 of said Section 29; thence N 89°51'47" E along the North line of the NW 1/4 SE 1/4 of said Section 29, a distance of 99.00 feet; thence N 00°08'13" W a distance of 40.00 feet; thence N 89°51'47" E along the South line of Pine Glen Subdivision, as same is recorded in Plat Book 14, Page 359, Public Records of Mesa County, Colorado, a distance of 165.02 feet, more or less, to a point on the East line of the SW 1/4 NE 1/4 of said Section 29; thence S 00°06'06" E along the East line of the SW 1/4 NE 1/4 of said Section 29, a distance of 40.00 feet, more or less, to the Point of Beginning.

CONTAINING 4.141 Acres (180,400 Sq. Ft.), more or less, as described.

Introduced on first reading on the 15th day of December, 2004

PASSES and ADOPTED on second reading this _____ day of _____, 2005.

Attest:

City Clerk

President of the Council

Attach 4

Setting a Hearing on Zoning the Summit View Meadows Filing #2 Annexation Located at 3140 D $^{1\!\!/}_2$ Road

CITY COUNCIL AGENDA								
Subject		Zoning the Summit View Meadows Filing #2 Annexation located at 3140 D 1/2 Road						
Meeting Date	De	December 15, 2004						
Date Prepared	No	vembe	r 24	, 2004			File #ANX-	2004-256
Author	Ronnie Edwards Associate Planner							
Presenter Name	Ronnie Edwards Associate Planner							
Report results back to Council	Х	No	Yes When			ən		
Citizen Presentation	Yes X No Name							
Workshop	Х	X Formal Agenda			а	x	Consent	Individual Consideration

CITY OF GRAND JUNCTION

Summary: The Summit View Meadows Filing #2 Annexation is comprised of one parcel of land of 4.9409 acres. The petitioner is requesting a zone of Residential Single Family with a density not to exceed eight units per acre (RMF-8), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its December 14, 2004 meeting.

Budget: N/A

Action Requested/Recommendation: Approve on first reading the ordinance zoning the Summit View Meadows Filing #2 Annexation and set a hearing for January 5, 2005.

Attachments:

- 6. Aerial Map
- 7. Growth Plan Map
- 8. Zoning Map
- 9. Annexation Map
- 10. Zoning Ordinance

BACKGROUND INFORMATION											
Location:	3140 D 1/2 Road										
Applicants:	Applicants:			Mansel Zeck							
Existing Land Use:		Residential/Agricultural									
Proposed Land Use):	Resi	dential Single Fa	mily	v Subdivision						
	North	Residential Single Family									
Surrounding Land	South	Residential Single Family									
Use:	East	Residential Single Family									
	West	Residential Single Family									
Existing Zoning:		County RSF-R									
Proposed Zoning:		City RMF-8									
	North		County PUD								
Surrounding	South	Cou									
Zoning:	East	City									
	West	City RMF-5									
Growth Plan Desigr	Residential Medium (4-8 du/ac)										
Zoning within dens	X	Yes	No								

<u>Staff Analysis</u>:

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 zoning of RMF-8 conforms to the Future Land Use Map.

RMF-8 ZONE DISTRICT

- The RMF-8 does conform to the recommended future land use on the Growth Plan Future Land Use Map, which is currently designated as Residential Medium (4-8 du/ac).
- Zoning this annexation with the RMF-8 zone district meets the criteria found in Sections 2.14.F and 2.6 of the Grand Junction Zoning and Development Code.
- The subject property is surrounded by existing residential single family zoning and uses, with platted subdivisions zoned RSF-4 in the County and RMF-5 and RMF-8 for those under City jurisdiction.

ZONING AND DEVELOPMENT CODE CRITERIA:

Section 2.14.F: "Land annexed to the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with the existing County zoning."

Section 2.6.A. Approval Criteria. In order to maintain internal consistency between this Code and the Zoning Maps, map amendments and rezones must demonstrate conformance with all of the following criteria:

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

This change of zoning is the result of an annexation. Therefore, this criteria does not apply.

i. 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.

This change of zoning is the result of an annexation. Therefore, this criteria does not apply.

j. 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 rezone to RMF-8 is within the allowable density range recommended by the Growth Plan. This criterion must be considered in conjunction with criteria "e", 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 RMF-8 zone district, therefore this criterion is met.

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

The proposed RMF-8 zone conforms with the Growth Plan and the requirements of the Code and other City regulations.

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

Adequate public facilities are currently available and can address the impacts of development consistent with the RMF-8 zone district.

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

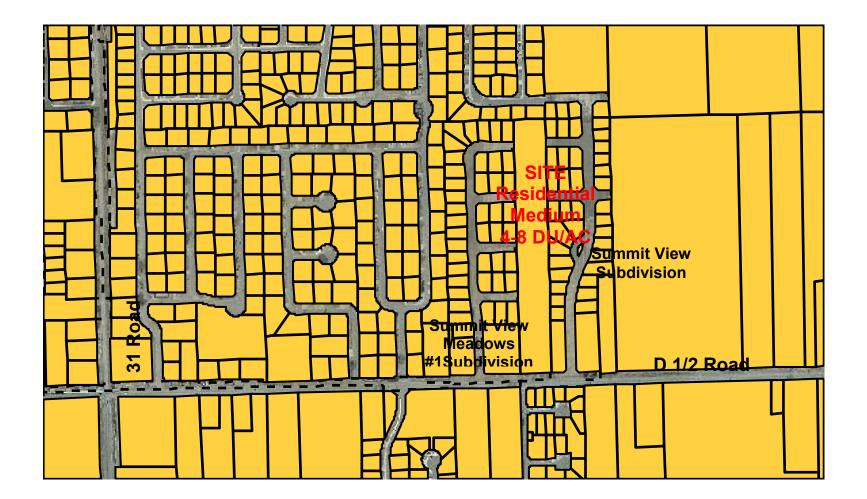
This change of zoning is the result of annexation. Therefore, this criteria does not apply.

n. The community or neighborhood will benefit from the proposed zone.

This change of zoning is the result of annexation. Therefore, this criteria does not apply.

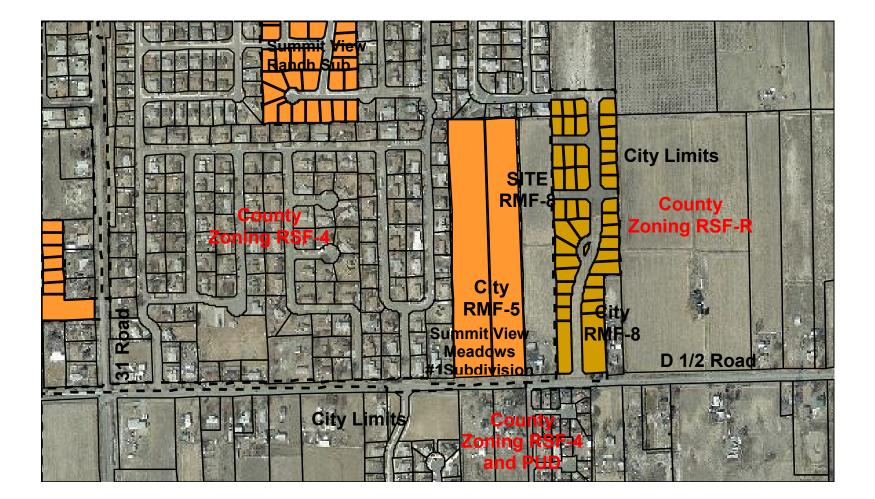
Future Land Use Map

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."



Summit View Meadows Filing Two Annexation

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE ZONING THE SUMMIT VIEW MEADOWS FILING #2 ANNEXATION TO RESIDENTIAL SINGLE FAMILY WITH A DENSITY NOT TO EXCEED EIGHT UNITS PER ACRE (RMF-8)

LOCATED AT 3140 D 1/2 ROAD

Recitals.

After public notice and public hearing as required by the Grand Junction zoning and Development Code, the Grand Junction Planning Commission recommended approval of applying an RMF-8 zone district to this annexation.

After public notice and public hearing before the Grand Junction City Council, City Council finds that RMF-8 zone district be established for the following reasons:

- This zone district meets the criteria of Section 2.14.F of the Zoning and Development Code by being identical to or nearly identical to the former Mesa County zoning for each parcel and conforms to the adopted Growth Plan Future Land Use Map.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

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

The following property shall be zoned Residential Single Family with a density not to exceed eight units per acre (RMF-8) zone district

Includes the following tax parcel: 2943-152-00-026

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section15, 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 Southeast corner of the Northwest Quarter (NW 1/4) of said Section 15 and assuming the South line of the SE 1/4 NW 1/4 of said Section 15 bears N 89°57'40" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°57'40" W along the South line of the SE 1/4 NW 1/4 of said Section 15, a distance of 327.50 feet to the intersection with the Southerly projection of the West line of Summit View Meadows, as same is recorded in Plat Book 19, Pages 323 and 324, Public Records of Mesa County, Colorado; thence N

00°01'52" W along said Southerly projection, a distance of 5.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°57'40" W along a line 5.00 feet North of and parallel with, the South line of the SE 1/4 NW 1/4 of said Section 15, a distance of 163.69 feet to the intersection with the Southerly projection of the East line of Summit Meadows West, as same is recorded in Plat Book 20, Pages 55 and 56, Public Records of Mesa County, Colorado; thence N 00°02'46" W along the West line of said Summit Meadows West, a distance of 1313.54 feet to the North line of the SE 1/4 NW 1/4 of said Section 15; thence S 89°55'16" E along the North line of the SE 1/4 NW 1/4 of said Section 15, a distance of 164.03 feet to the West line of said Summit View Meadows; thence S 00°01'52" E along the West line of said Summit View Meadows, a distance of 1313.42 feet, more or less, to the Point of Beginning.

CONTAINING 4.9409 Acres (215,24.40 Sq. Ft.), more or less, as described.

Introduced on first reading on the 15th day of December, 2004

PASSES and ADOPTED on second reading this _____ day of _____, 2005.

Attest:

City Clerk

President of the Council

Attach 5 Revocable Permit for Paradise Valley Park Located 585 25 ½ Road

CITY COUNCIL AGENDA CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject		Paradise Valley Revocable Permit located at 585 25 1/2 Road						
Meeting Date	De	December 15, 2004						
Date Prepared	No	November 24, 2004 File #RVP-2004-266					P-2004-266	
Author	Ro	Ronnie Edwards Associate Planner						
Presenter Name	Ro	Ronnie Edwards				Associate Planner		
Report results back to Council	Х	No		Yes	Yes When			
Citizen Presentation		Yes	х	No _{Na}		ne		
Workshop	Х	X Formal Agenda				x	Consent	Individual Consideration

Summary: The petitioner is requesting approval and issuance of a revocable permit for construction of a 6' wood fence in the City right-of-way adjacent to 25 1/2 Road and the existing subdivisions front property line.

Budget: N/A

Action Requested/Recommendation: Consideration of the Resolution authorizing issuance of a revocable permit to Paradise Valley Mobile Home Park.

Attachments:

- 1. Aerial Map
- 2. Existing Zoning Map
- 3. Exhibit Maps
- 4. Resolution authoring the Revocable Permit
- 5. Revocable Permit

BACKGROUND IN	FORMATION									
Location:			585 25 1/2 Road							
Applicants:		Para	Paradise Valley Park, LLC							
Existing Land Use:		Plan	Planned Mobile Home Subdivision							
Proposed Land Us	6' so	6' solid wood fence adjacent to Subdivision								
North		Fore	sight Park for	Indu	ıstry					
Surrounding Land Use:	South	Office	Office/Warehouse/Retail/Services							
	East	Pomo	Pomona Elementary School							
	West	Office/Warehouse/Retail/Services								
Existing Zoning:		PD								
Proposed Zoning:		PD								
North		<i>I-</i> 0	<i>I-O</i>							
Surrounding Zoning:	South	C-2								
	East	CSR								
West		C-2 and C-1								
Growth Plan Designation:		Residential High (8-12 du/acre)								
Zoning within density range?		N/A	Yes		No					

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

Staff Analysis: The petitioner is requesting approval of a Revocable Permit for construction of a 6' wood fence on dedicated City right-of-way adjacent to 25 1/2 Road and the existing subdivision front property line.

An existing 6' solid wood fence surrounded the Paradise Valley Subdivision for screening of the residential uses from traffic along 25 1/2 Road and Patterson Road on the east and north sides and commercial businesses on the south and west sides. During reconstruction of 25 1/2 Road, the wood fence adjacent to the west side of 25 1/2 Road had to be removed in order to install the new concrete sidewalk, curb and gutter. There is an existing 10' wide utility and irrigation easement along the east boundary of the subdivision, which contain telephone, irrigation and cable lines. Due to the location of the utilities, the fence cannot be installed on the property line. Installation along the back of the new sidewalk, which is located one foot from the property line, would be a logical placement and would prevent a one foot strip of area outside the subdivision perimeter to be maintained. Public Works has determined that all sight distances will be met with the new fence in this proposed location. The area inside the fence will continue to be maintained by individual property owners. The privacy fence is necessary to screen the homes as they are located within 5' of the property line.

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

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

The surrounding are would benefit as the fencing would suffice as screening for residential neighborhood from traffic along 25 1/2 Road and the replacement would be a buffer from the adjacent elementary school.

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

The placement of the fence along the back of the sidewalk will prevent a "no man's land" area to be maintained.

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

The revocable permit area is suitable for the proposed use as it is not being utilized for any other right-of-way uses.

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

The proposed fence creates compatibility as it is screening from adjacent land uses and traffic and will create no adverse impacts.

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

Public works has determined that all site distances will be met and this fence replacement will continue the neighborhood character and stability that it has enjoyed in the past.

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

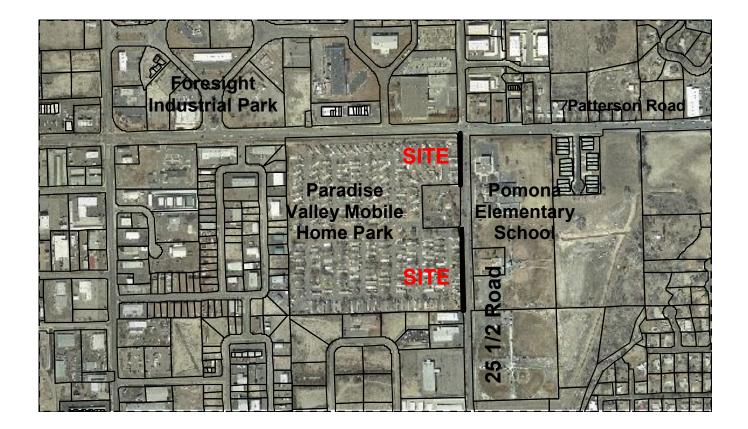
The proposed use would be in conformance upon the approval of a revocable permit, as this proposal creates buffering between uses, which is one of the objectives of the Growth Plan and the Code.

3. The application complies with the submittal requirements as set forth in Section 127 of the City Charter, this Chapter Two and the SIDD Manual.

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

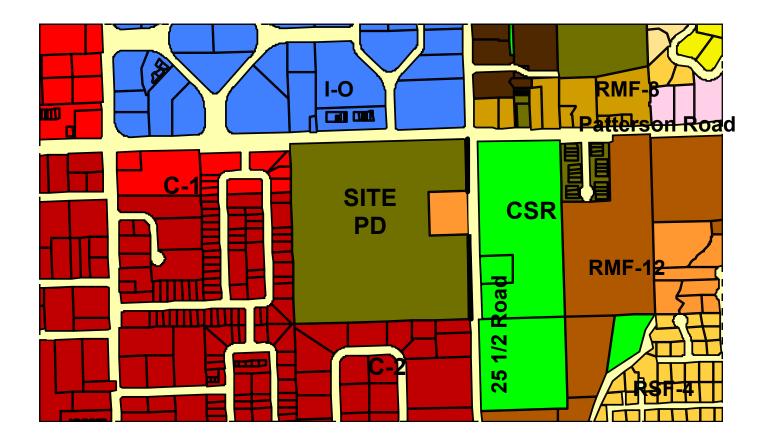
Recommendation: Approval of the revocable permit request.

Aerial Photo Map

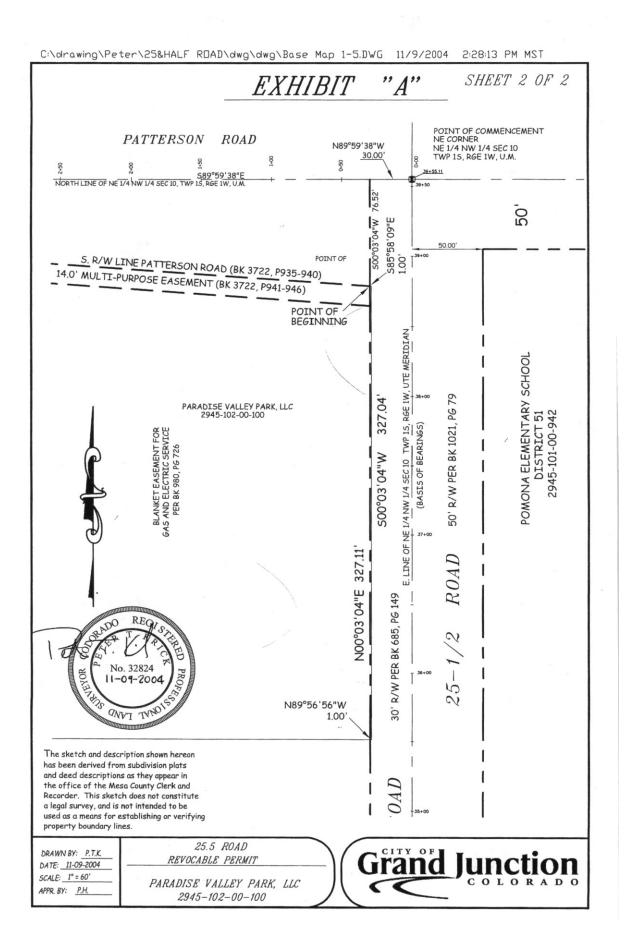


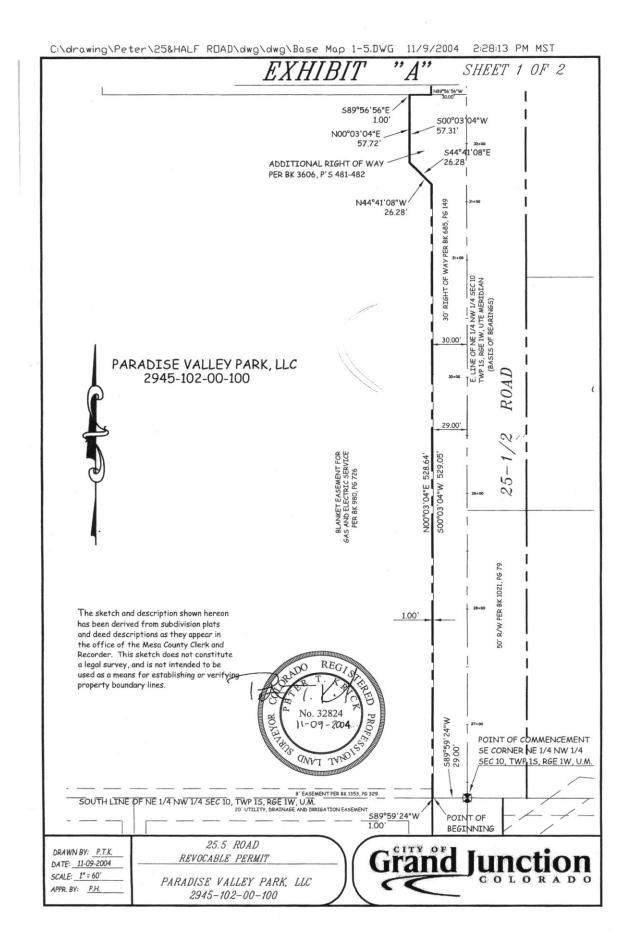
Existing City and County Zoning

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."





RESOLUTION NO.

A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO PARADISE VALLEY PARK, LLC

Recitals.

A. Paradise Valley Park, LLC, hereinafter referred to as the Petitioners, represent that they are the owners of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

A certain parcel of land lying in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, lying entirely within the right of way for 25-1/2 Road and being more particularly described as follows:

COMMENCING at the Southeast corner of the NE 1/4 NW 1/4 of said Section 10 and assuming the East line of the NE 1/4 NW 1/4 of said Section 10 bears N 00°03'04" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°59'24" W along the South line of the NE 1/4 NW 1/4 of said Section 10, a distance of 29.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°59'24" W along the South line of the NE 1/4 NW 1/4 of said Section 10, a distance of 1.00 feet; thence N 00°03'04" E along the West right of way for 25-1/2 Road, being a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 528.64 feet; thence N 44°41'08" W along the South line of that certain additional right of way per Book 3606, Pages 481 and 482, Public Records of Mesa County, Colorado, a distance of 26.28 feet; thence N 00°03'04" E a distance of 57.72 feet; thence S 89°56'56" E a distance of 1.00 feet; thence S 00°03'04" W a distance of 57.31 feet; thence S 44°41'08" E a distance of 26.28 feet; thence S 00°03'04" W along a line 29.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 529.05 feet, more or less, to the Point of Beginning.

-TOGETHER WITH-

COMMENCING at the Northeast corner of the NE 1/4 NW 1/4 of said Section 10 and assuming the East line of the NE 1/4 NW 1/4 of said Section 10 bears S 00°03'04" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°59'38" W along the North line of the NE 1/4 NW 1/4 of said Section 10, a distance of 30.00 feet; thence S 00°03'04" W along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 1.00 feet; thence S 00°03'04" W along a line 29.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 30.00 feet; thence S 00°03'04" W along a line 29.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.04 feet; thence N 89°56'56" W a distance of 1.00 feet; thence N 00°03'04" E along

a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.11 feet, more or less, to the Point of Beginning.

and identified by Mesa County Tax Schedule Number 2945-102-00-100.

B. Petitioners have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioners to install a 6' solid wood fence within the following described public alley right-of-way for the purposes of screening the residential subdivision from 25 1/2 Road:

A certain parcel of land lying in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, lying entirely within the right of way for 25-1/2 Road and being more particularly described as follows:

COMMENCING at the Southeast corner of the NE 1/4 NW 1/4 of said Section 10 and assuming the East line of the NE 1/4 NW 1/4 of said Section 10 bears N 00°03'04" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°59'24" W along the South line of the NE 1/4 NW 1/4 of said Section 10, a distance of 29.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°59'24" W along the South line of the NE 1/4 NW 1/4 of said Section 10, a distance of 1.00 feet; thence N 00°03'04" E along the West right of way for 25-1/2 Road, being a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 528.64 feet; thence N 44°41'08" W along the South line of that certain additional right of way per Book 3606, Pages 481 and 482, Public Records of Mesa County, Colorado, a distance of 26.28 feet; thence N 00°03'04" E a distance of 57.72 feet; thence S 89°56'56" E a distance of 1.00 feet; thence S 00°03'04" W a distance of 57.31 feet; thence S 44°41'08" E a distance of 26.28 feet; thence S 00°03'04" W along a line 29.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 529.05 feet, more or less, to the Point of Beginning.

-TOGETHER WITH-

COMMENCING at the Northeast corner of the NE 1/4 NW 1/4 of said Section 10 and assuming the East line of the NE 1/4 NW 1/4 of said Section 10 bears S 00°03'04" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°59'38" W along the North line of the NE 1/4 NW 1/4 of said Section 10, a distance of 30.00 feet; thence S 00°03'04" W along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 1.00 feet; thence S 00°03'04" W along a line 29.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 35°58'09" E a distance of 1.00 feet; thence S 00°03'04" W along a line 29.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.04 feet; thence N 89°56'56" W a distance of 1.00 feet; thence N 00°03'04" E along

a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.11 feet, more or less, to the Point of Beginning.

C. Relying on the information supplied by the Petitioners and contained in File No. RVP-2004-266 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

PASSED and ADOPTED this 15th day of December, 2004

Attest:

President of the City Council

City Clerk

REVOCABLE PERMIT

Recitals.

A. Paradise Valley Park, LLC, hereinafter referred to as the Petitioners, represent that they are the owners of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

A certain parcel of land lying in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, lying entirely within the right of way for 25-1/2 Road and being more particularly described as follows:

COMMENCING at the Southeast corner of the NE 1/4 NW 1/4 of said Section 10 and assuming the East line of the NE 1/4 NW 1/4 of said Section 10 bears N 00°03'04" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°59'24" W along the South line of the NE 1/4 NW 1/4 of said Section 10, a distance of 29.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°59'24" W along the South line of the NE 1/4 NW 1/4 of said Section 10, a distance of 1.00 feet; thence N 00°03'04" E along the West right of way for 25-1/2 Road, being a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 528.64 feet; thence N 44°41'08" W along the South line of that certain additional right of way per Book 3606, Pages 481 and 482, Public Records of Mesa County, Colorado, a distance of 26.28 feet; thence N 00°03'04" E a distance of 57.72 feet; thence S 89°56'56" E a distance of 1.00 feet; thence S 00°03'04" W a distance of 57.31 feet; thence S 44°41'08" E a distance of 26.28 feet; thence S 00°03'04" W along a line 29.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 529.05 feet, more or less, to the Point of Beginning.

-TOGETHER WITH-

COMMENCING at the Northeast corner of the NE 1/4 NW 1/4 of said Section 10 and assuming the East line of the NE 1/4 NW 1/4 of said Section 10 bears S 00°03'04" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°59'38" W along the North line of the NE 1/4 NW 1/4 of said Section 10, a distance of 30.00 feet; thence S 00°03'04" W along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 1.00 feet; thence S 00°03'04" W along a line 29.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 30.00 feet; thence S 00°03'04" W along a line 29.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.04 feet; thence N 89°56'56" W a distance of 1.00 feet; thence N 00°03'04" E along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.04 feet; thence N 89°56'56" W a distance of 1.00 feet; thence N 00°03'04" E along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.04 feet; thence N 89°56'56" W a distance of 1.00 feet; thence N 00°03'04" E along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.11 feet, more or less, to the Point of Beginning.

and identified by Mesa County Tax Schedule Number 2945-102-00-100.

B. Petitioners have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioners to install a 6' solid wood fence within the following described public alley right-of-way for the purposes of screening the residential subdivision from 25 1/2 Road:

A certain parcel of land lying in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, lying entirely within the right of way for 25-1/2 Road and being more particularly described as follows:

COMMENCING at the Southeast corner of the NE 1/4 NW 1/4 of said Section 10 and assuming the East line of the NE 1/4 NW 1/4 of said Section 10 bears N 00°03'04" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°59'24" W along the South line of the NE 1/4 NW 1/4 of said Section 10, a distance of 29.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°59'24" W along the South line of the NE 1/4 NW 1/4 of said Section 10, a distance of 1.00 feet; thence N 00°03'04" E along the West right of way for 25-1/2 Road, being a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 528.64 feet; thence N 44°41'08" W along the South line of that certain additional right of way per Book 3606, Pages 481 and 482, Public Records of Mesa County, Colorado, a distance of 26.28 feet; thence N 00°03'04" E a distance of 57.72 feet; thence S 89°56'56" E a distance of 1.00 feet; thence S 00°03'04" W a distance of 57.31 feet; thence S 44°41'08" E a distance of 26.28 feet; thence S 00°03'04" W along a line 29.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 529.05 feet, more or less, to the Point of Beginning.

-TOGETHER WITH-

COMMENCING at the Northeast corner of the NE 1/4 NW 1/4 of said Section 10 and assuming the East line of the NE 1/4 NW 1/4 of said Section 10 bears S 00°03'04" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°59'38" W along the North line of the NE 1/4 NW 1/4 of said Section 10, a distance of 30.00 feet; thence S 00°03'04" W along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 1.00 feet; thence S 00°03'04" W along a line 29.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 3.00 feet; thence S 00°03'04" W along a line 29.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.04 feet; thence N 89°56'56" W a distance of 1.00 feet; thence N 00°03'04" E along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.04 feet; thence N 89°56'56" W a distance of 1.00 feet; thence N 00°03'04" E along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.01 feet; thence N 00°03'04" E along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.01 feet; thence N 03'04" E along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NW 1/4 of said Section 10, a distance of 327.11 feet, more or less, to the Point of Beginning.

C. Relying on the information supplied by the Petitioners and contained in File No. RVP-2004-266 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

There is hereby issued to the above-named Petitioners a Revocable Permit for the purposes aforedescribed and within the limits of the public right-of-way aforedescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

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

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

3. The Petitioners, for themselves and for their heirs, successors, assigns and for all persons claiming through the Petitioners, agree that they shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioners or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

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

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

way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

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

Dated this ______ day of ______, 2004.

Attest:

The City of Grand Junction, a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioners:

Paradise Valley Park, LLC

AGREEMENT

Paradise Valley Park, LLC, for themselves and for their heirs, successors and assigns, do hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2004.

Paradise Valley Park, LLC

State	of	Colorado)
-------	----	----------	---

)ss. County of Mesa)

Т	The foregoing Agreement was acknowledged before me this _	day of	
day of	, 2004, by Paradise Valley Park LLC.		

My Commission expires:

Witness my hand and official seal.

Notary Public

Attach 6

Setting a Hearing on Zoning the Campbell/Hyde Annexation Located at 351 & 353 30 Road

CITY COUNCIL AGENDA								
Subject		Zoning the Campbell / Hyde Annexation, located at 351 & 353 30 Road, to RSF-4 (Residential Single Family 4 du/ac).						
Meeting Date	De	December 15, 2004						
Date Prepared	De	December 09, 2004 File #ANX-2004-225						
Author	Fa	Faye Hall Planning Technician						
Presenter Name	Fa	Faye Hall Planning Technician						
Report results back to Council	X	X No Yes When						
Citizen Presentation	Yes X No Name							
Workshop	Х	X Formal Agenda X Consent				Individual Consideration		

CITY OF GRAND JUNCTION

Summary: Introduction of a proposed zoning ordinance to zone the Campbell / Hyde Annexation RSF-4 (Residential Single Family 4 du/ac), located at 351 & 353 30 Road.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed zoning ordinance and set a public hearing for January 5, 2005.

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. Zoning Ordinance

S	TAFF REPO	RT / BA	ACKGROUND IN	IFOF	RMATION				
Location:			351 & 353 30 Road						
Applicants:		Deve	Owners: Franklin & Jesse Hyde, Gary Campbell Developer/Representative: John Slothower - Sonshine II Construction & Development LLC						
Existing Land Use:		Resid	lential / Agricultur	al					
Proposed Land Use		Resid	lential						
	North	Single	Single Family Residential						
Surrounding Land Use:	South	Single	Single Family Residential / Gravel Pit / Future park						
Use:	East	Single Family Residential / Agricultural							
West			Single Family Residential						
Existing Zoning:		County RSF-R							
Proposed Zoning:		RSF-4							
	North	County PUD (~5000 sq ft lots) & RSF-R							
Surrounding	South	County PUD (Gravel Pit) & RSF-R							
Zoning:	East	County RSF-R							
	West	County RSF-R							
Growth Plan Designation:		Residential Medium Low 2-4 du/ac							
Zoning within densit	X	Yes		No					

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the RSF-4 district is consistent with the Growth Plan density of Residential Medium Low 2-4 du/ac. The existing County zoning is RSF-R. 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 polices of the Growth Plan, the requirements of the Zoning and Development Code and other City regulations and guidelines.

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

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

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

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

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

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

STAFF RECOMMENDATION:

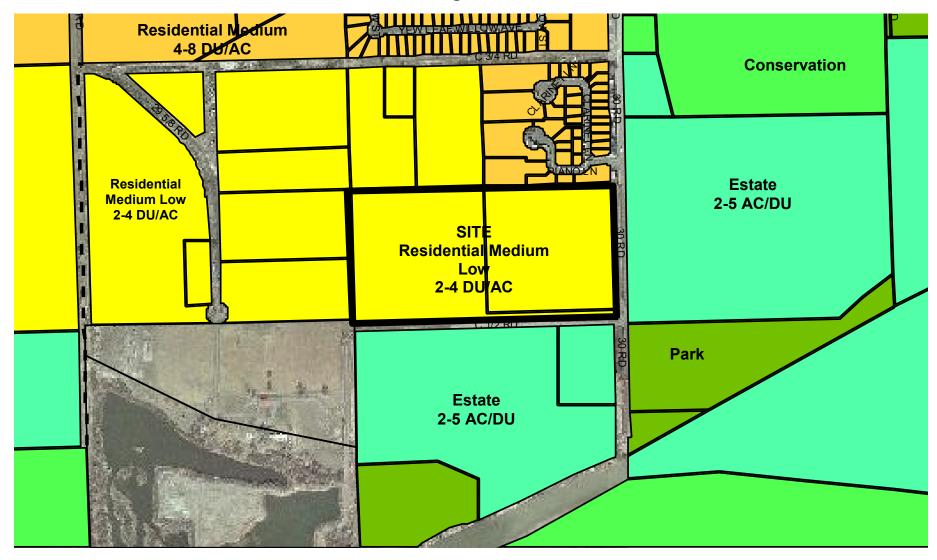
Staff recommends approval of the RSF-4 zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the RSF-4 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.

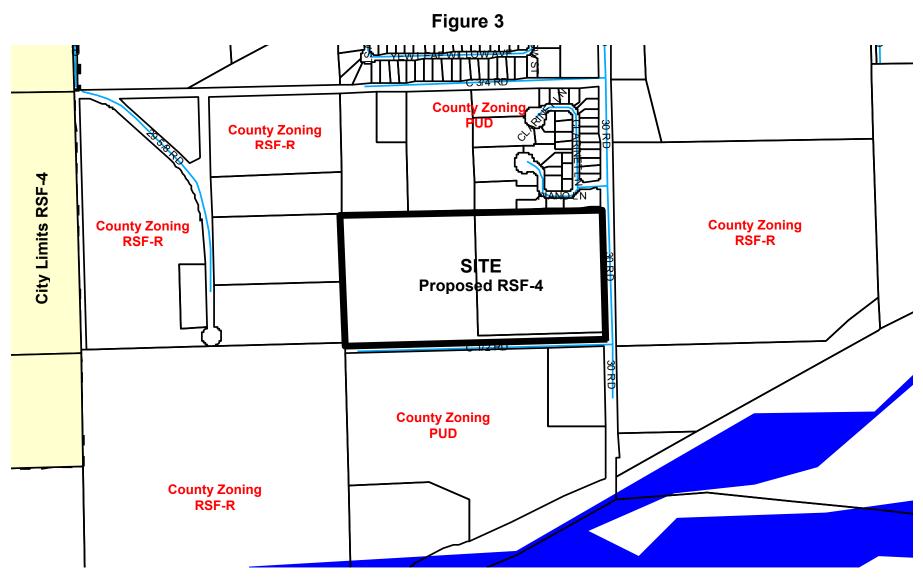
Aerial Photo Map



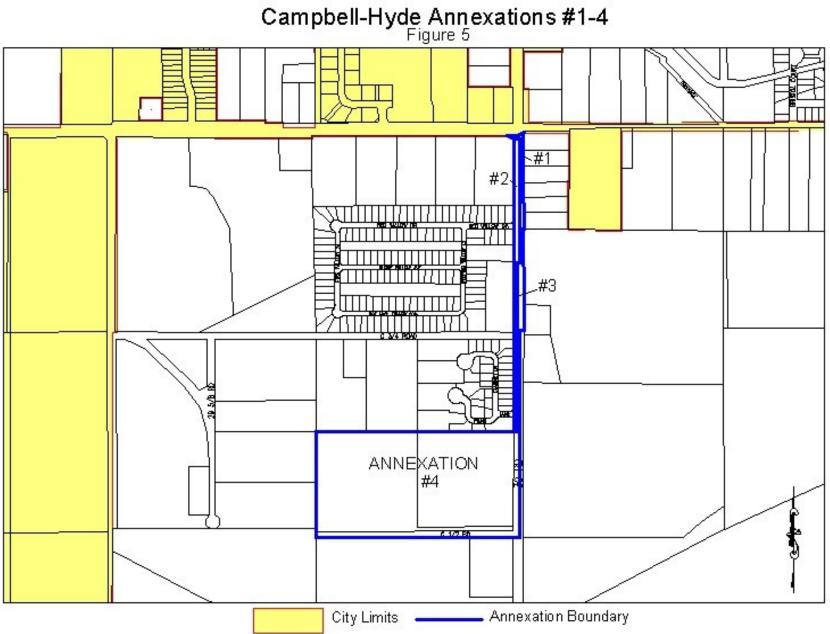
Future Land Use Map



Existing City and County Zoning



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, COLORADO

ORDINANCE NO.

AN ORDINANCE ZONING THE CAMPBELL / HYDE ANNEXATION TO RSF-4 (RESIDENTIAL SINGLE FAMILY 4 DU/AC)

LOCATED AT 351 & 353 30 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 Campbell/Hyde Annexation to the RSF-4 (Residential Single Family 4 du/ac) zone district for the following reasons:

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

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the RSF-4 (Residential Single Family 4 du/ac) zone district be established.

The Planning Commission and City Council find that the RSF-4 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 Residential Single Family with a density not to exceed 4 units per acre.

CAMPBELL-HYDE ANNEXATION

Tax parcel # 2943-201-00-033 (353 30 Road)

Beginning at the E 1/4 corner of Sec 20, T1S, R1E of the Ute Meridian, thence North 00°02' West 662.03 ft, thence South 89°57'30" West 659.18 ft, thence South 00°01' East 661.73 ft, thence North 89°59' East 659.4 ft to the point of beginning; EXCEPT the East 30 ft for road right of way; AND EXCEPT the South 30 ft for road right of way as recorded in Book 546 at page 271; in Mesa County, Colorado.

Together with all water, water rights, ditches and ditch rights appurtenant thereto.

CONTAINING 8.96 Acres (390,297 Sq. Ft.), more or less, as described Tax parcel # 2943-201-00-020 (351 30 Road)

The SW 1/4 of the SE 1/4 of the NE 1/4 and the S 30' of the E 1/2 of the SE 1/4 of the NE 1/4 of Sec 20, T1S, R1E of the Ute Meridian, County of Mesa, State of Colorado.

Together with 8 shares of Grand Valley Water Stock.

CONTAINING 10.401 Acres (453,067 Sq. Ft.), more or less, as described

Housing type, density and bulk standards shall be for the Residential Single Family 4 du/ac zone district.

Introduced on first reading this 15th day of December, 2004 and ordered published.

Adopted on second reading this _____ day of _____, 200 4.

Mayor

ATTEST:

City Clerk

Attach 7

Setting a Hearing on Zoning the Summit Annexation Located at 280 29 Road

CITY COUNCIL AGENDA								
Subject		Zoning the Summit Annexation, located at 280 29 Road to RSF-4 (Residential Single Family 4 du/ac)						
Meeting Date	De	December 15, 2004						
Date Prepared	De	December 9 , 2004 File #ANX-2004-242						
Author	Fa	Faye Hall Planning Techn					g Technician	
Presenter Name	Fa	Faye Hall Planning Technician						
Report results back to Council	X	No		Yes	When			
Citizen Presentation		Yes X No Name			ne			
Workshop	Х	X Formal Agenda			х	Consent	Individual Consideration	

CITY OF GRAND JUNCTION

Summary: Introduction of a proposed zoning ordinance to zone the Summit Annexation RSF-4 (Residential Single Family 4 du/ac) located at 280 29 Road.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed zoning ordinance and set a public hearing for January 5, 2005. The Planning Commission recommended approval of the RSF-4 zoning at their December 14, 2004 meeting.

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. Zoning Ordinance

ST	AFF REPOR	RT / BA	CKGROUND INF	OR	MATION				
Location:			280 29 Road						
Applicants:		Deve	Owner: Stephen Nieslanik Developer/Representative: Sonshine Construction II - John Slothower						
Existing Land Use:		Agric	ultural / Vacant						
Proposed Land Use:			lential						
	North	Single	e Family Residen	tial /	Colorado River				
Surrounding Land Use:	South	Single Family Residential / Agricultural							
056.	East	Single Family Residential / Agricultural							
	Single Family Residential / Orchard								
Existing Zoning:		County RSF-4 & RSF-R							
Proposed Zoning:		City RSF-4							
	North	County RSF-R							
Surrounding South		County RSF-4 & RSF-R							
Zoning:	East	County RSF-R							
	West	County RSF-4							
Growth Plan Designation:		Residential Medium Low 2-4 du/ac							
Zoning within densit	X	Yes		Νο					

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the RSF-4 district is consistent with the Growth Plan density of Residential Medium Low 2-4 du/ac. The existing County zoning is RSF-4 & partially RSF-R. 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 polices of the Growth Plan, the requirements of the Zoning and Development Code and other City regulations and guidelines.

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

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

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

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

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

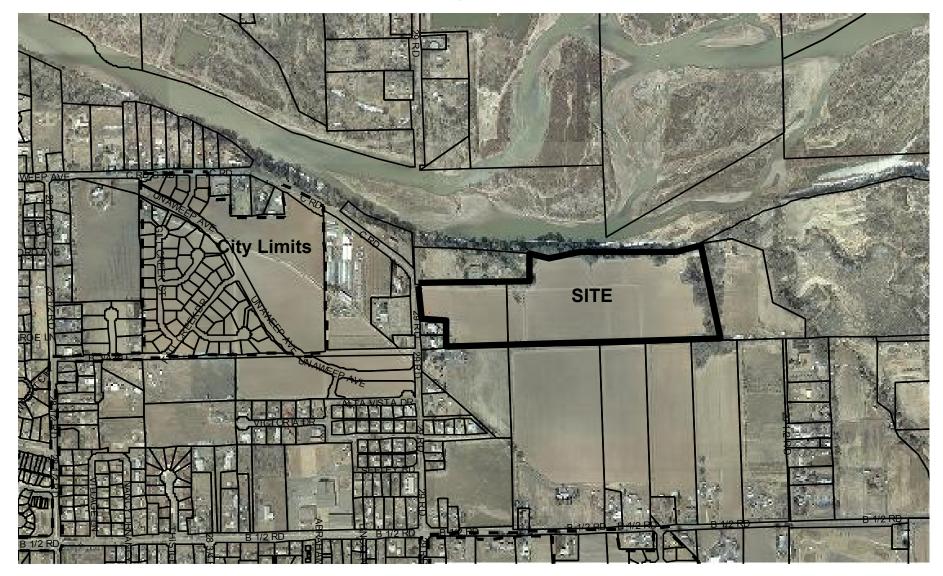
Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

STAFF RECOMMENDATION:

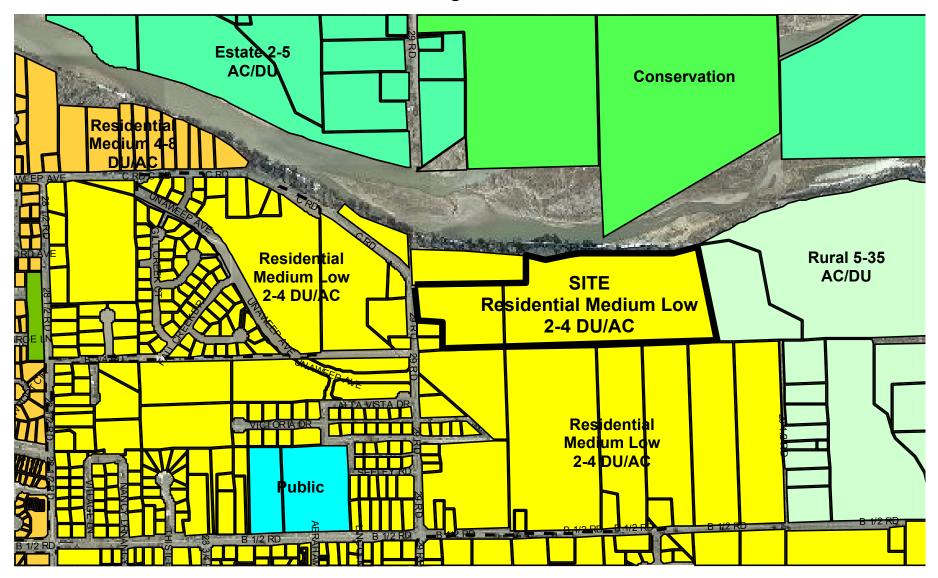
Staff recommends approval of the RSF-4 zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the RSF-4 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.

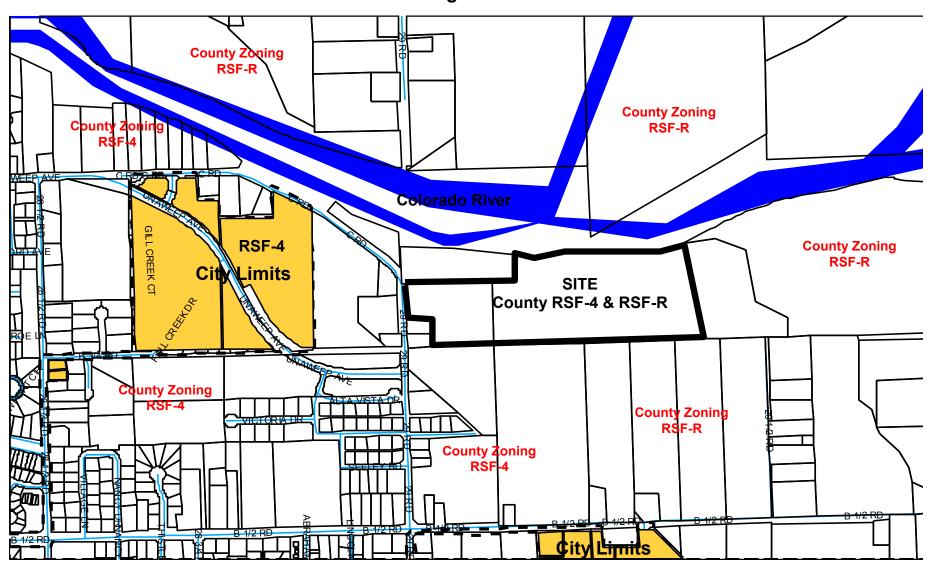
Aerial Photo Map

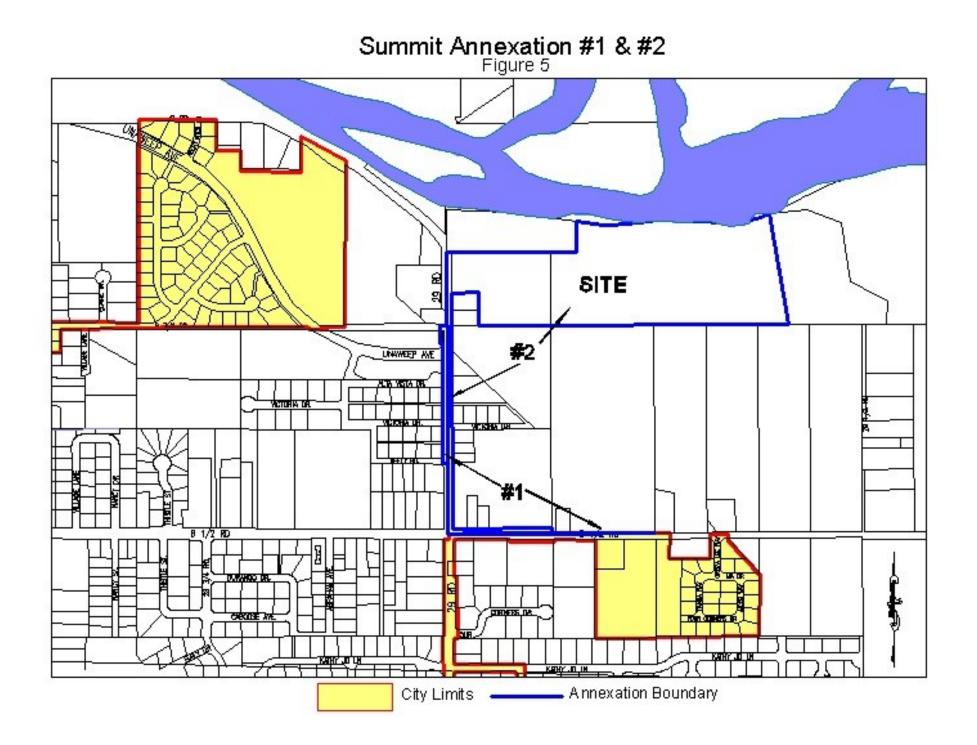


Future Land Use Map



Existing City and County Zoning





CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE ZONING THE SUMMIT ANNEXATION TO RSF-4 (RESIDENTIAL SINGLE FAMILY 4 DU/AC)

LOCATED AT 280 29 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 Summit Annexation to the RSF-4 (Residential Single Family 4 du/ac) zone district for the following reasons:

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

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the RSF-4 (Residential Single Family 4 du/ac) zone district be established.

The Planning Commission and City Council find that the RSF-4 (Residential Single Family 4 du/ac) 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-4, Residential Single Family with a density not to exceed 4 units per acre.

SUMMIT ANNEXATION

GENERAL LOCATION: 280 29 Road Tax Parcel # 2943-292-00-112

W2 LOT 3 SEC 29 1S 1E EXC S 210FT OF W 205FT+EXC THATPTN DESC BEG N 467FT FR SW COR LOT 3 E 830FT N 196FT N82DEG34' W 450FT N 87DEG41' W TO W LI LOT 3 S 270FT TOBEG WH LIES THERE IN SD PARCEL + EXC W 30FT FOR RD

CONTAINING 5.911 Acres (257,483 Sq. Ft.), more or less, as described.

Tax Parcel # 2943-292-00-113

E2 LOT 3 + THAT PT LOT 2 W OF RAVINE SEC 29 1S 1E +EXC THAT PTN DESC BEG N 467FT FR SW COR LOT 3 E 830FTN 196FT N 82DEG34' W 450FT N 87DEG41' W TO W LI LOT 3S 270FT TO BEG WH LIES THERE IN SD PARCEL

CONTAINING 21.274 Acres (926,695 Sq. Ft.), more or less, as described.

Introduced on first reading this 15th day of December, 2004 and ordered published.

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

Mayor

ATTEST:

City Clerk

Attach 8

Setting a Hearing Zoning the Water's Edge Annexation Located 2935 D Road

CITY COUNCIL AGENDA								
Subject		Zoning the Water's Edge Annexation, located at 2935 D Road, to RMF-8 (Residential Multi-Family 8 du/ac).						
Meeting Date	De	ecembe	er 15	, 2004				
Date Prepared	De	ecembe	er 09	, 2004			File #ANX-	2004-221
Author	Fa	Faye Hall Planning Technician						
Presenter Name	Fa	iye Hall			Plar	nnin	g Technician	
Report results back to Council	x	No		Yes	Whe	en		
Citizen Presentation		Yes X No Name		ne	-			
Workshop	Х	X Formal Agenda			x	Consent	Individual Consideration	

CITY OF GRAND JUNCTION

Summary: Introduction of a proposed zoning ordinance to zone the Water's Edge Annexation RMF-8 (Residential Multi-Family 8 du/ac), located at 2935 D Road.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed zoning ordinance and set a public hearing for January 5, 2005.

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. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION								
Location:			2935 D Road					
Applicants:		LLC, Enter	Owner: Travis O'Connor - River's Edge Investment LLC, Developer: Duncan McArthur - TML Enterprises, Representative: Jo Mason - Planning Solutions					
Existing Land Use:		Resid	lential					
Proposed Land Use:		Resid	lential					
	North	Resid	lential / Agricultur	al				
Surrounding Land Use:	South	Gravel Pit						
USE.	East	Gravel Pit / Residential						
	West	Residential						
Existing Zoning:		Coun	County RSF-R					
Proposed Zoning:		RMF-	-8					
	North	Coun	ty RSF-R & City I	RMF	-8			
Surrounding	South	City F	RSF-R					
Zoning:	East	City RSF-R						
	West	County RSF-R						
Growth Plan Design	Residential Medium 4-8 du/ac							
Zoning within densit	y range?	X	Yes		Νο			

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the RMF-8 district is consistent with the Growth Plan density of Residential Medium 4-8 du/ac. The existing County zoning is RSF-R. 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 polices of the Growth Plan, the requirements of the Zoning and Development Code and other City regulations and guidelines.

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

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

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

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

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

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

STAFF RECOMMENDATION:

Staff recommends approval of the RMF-8 zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the RMF-8 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.

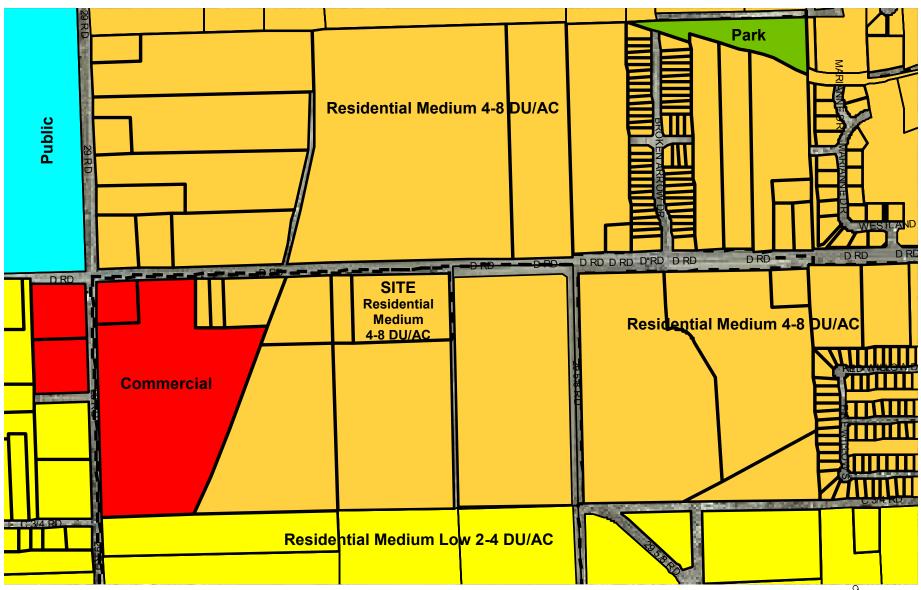
Aerial Photo Map

Figure 1

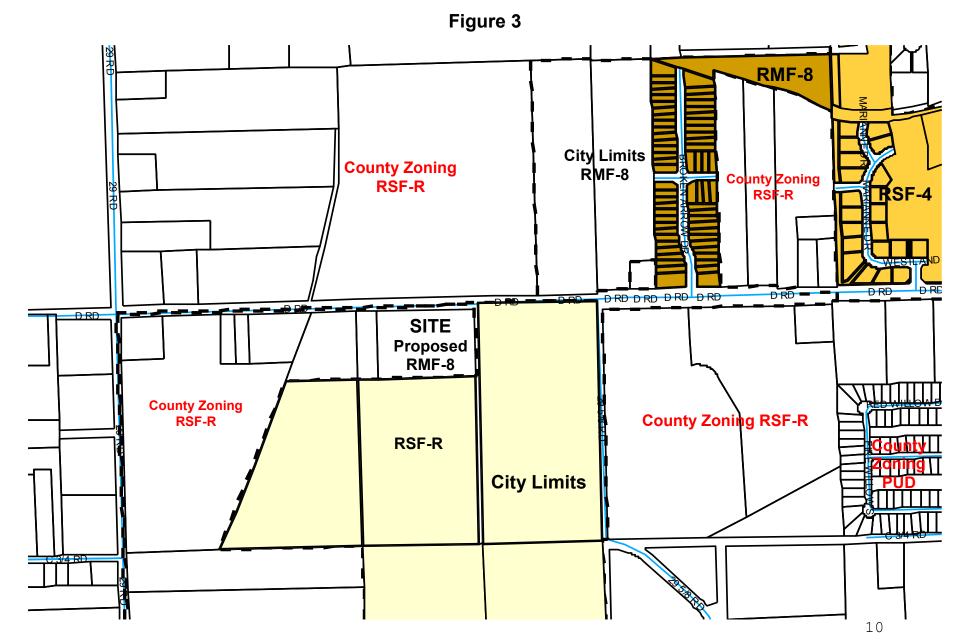


Future Land Use Map

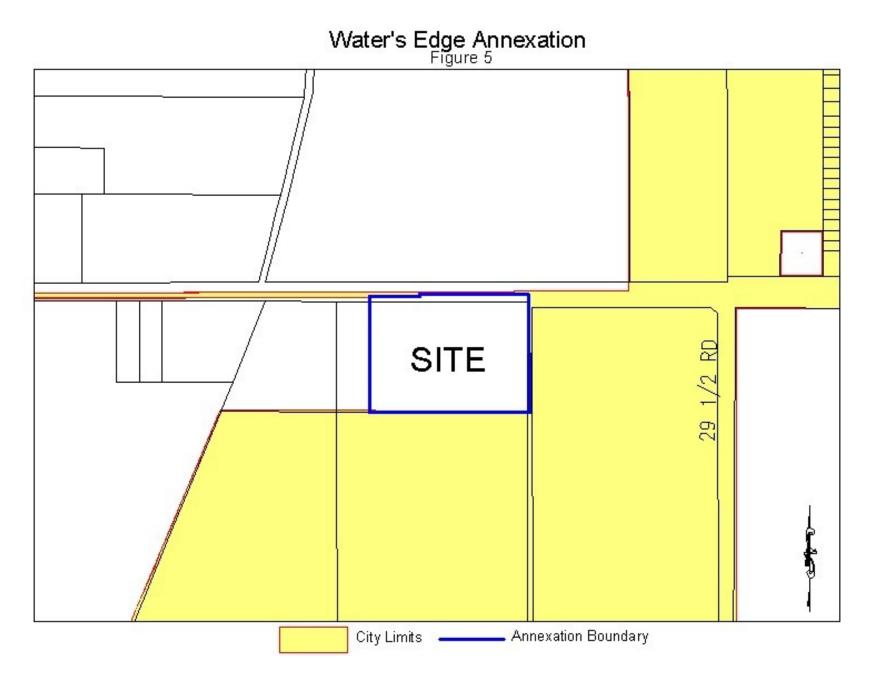
Figure 2



Existing City and County Zoning



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, COLORADO

ORDINANCE NO.

AN ORDINANCE ZONING THE WATER'S EDGE ANNEXATION TO RMF-8 (RESIDENTIAL MULTI-FAMILY 8 DU/AC)

LOCATED AT 2935 D 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 Water's Edge Annexation to the RMF-8 (Residential Multi-Family 8 du/ac) zone district for the following reasons:

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

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the RMF-8 (Residential Multi-Family 8 du/ac) zone district be established.

The Planning Commission and City Council find that the RMF-8 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 Residential Multi-Family with a density not to exceed 8 units per acre.

WATER'S EDGE ANNEXATION

A certain parcel of land lying in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 20, 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 Northwest corner of the NE 1/4 NW 1/4 of said Section 20 and assuming the West line of the NE 1/4 NW 1/4 of said Section 20 bears S 00°03'15" W with all other bearings contained herein being relative thereto; thence from said Point of

Commencement, S 00°03'15" W along the West line of the NE 1/4 NW 1/4 of said Section 20, a distance of 403.00 feet; thence N 89°58'45" E a distance of 108.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 00°03'15" E a distance of 393.00 feet; thence N 89°58'45" E along a line 10.00 feet South of and parallel with, the North line of the NE 1/4 NW 1/4 of said Section 20, a distance of 167.99 feet; thence N 00°03'19" E a distance of 5.00 feet; thence N 89°58'45" E along a line 5.00 feet South of and parallel with, the North line of and parallel with, the North line of 372.02 feet; thence S 00°03'19" W a distance of 398.00 feet; thence S 89°58'45" W a distance of 540.00 feet, more or less, to the Point of Beginning.

CONTAINING 4.9146 Acres (214,081.45 Sq. Ft.), more or less, as described.

Housing type, density and bulk standards shall be for the RMF-8 (Residential Multi-Family 8 du/ac) zone district.

Introduced on first reading this 15th day of December, 2004 and ordered published.

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

Mayor

ATTEST:

City Clerk

Attach 9

Setting a Hearing to Create Alley Improvement District 2005 Phase B

CITY COUNCIL AGENDA A Resolution declaring the Intent to Create Alley Subject Improvement District 2005, Phase B December 15, 2004 Meeting Date **Date Prepared** December 9, 2004 File # Author Michael Grizenko **Real Estate Technician Public Works & Utilities Director Presenter Name** Mark Relph **Report results back** X No Yes When to Council Х **Citizen Presentation** Yes No Name Individual Х **Formal Agenda** Х Consent Workshop Consideration

CITY OF GRAND JUNCTION

Summary: A successful petition has been submitted requesting a Local Improvement District be created to reconstruct the following alley as Alley Improvement District 2005, Phase B:

 The South ½ of the North/South Alley, 6th St to 7th St, between Grand Avenue and Ouray Avenue

A public hearing is to be scheduled for the January 19th, 2005 City Council meeting.

Budget:

2005 Alley Budget:	\$360,000
Estimated Cost to construct 2005 Alleys:	\$302,250
Estimated Cost to construct 2005, Phase B Alley:	\$ 13,300
Estimated Balance:	\$ 44,450

Action Requested/Recommendation: Review and adopt the proposed resolution.

Attachments: 1) Summary Sheet 2) Map 3) Resolution, including notice

Background Information: People's Ordinance No. 33 authorizes the City Council to create improvement districts and levy assessments when requested by a majority of the owners of the property to be assessed. Council may also establish assessment rates

by resolution. The present rates for alleys are \$8.00 per abutting foot for residential single-family uses, \$15.00 per abutting foot for residential multi-family uses, and \$31.50 per abutting foot for non-residential uses. A summary of the process that follows submittal of the petition is provided below.

Items preceded by a $\sqrt{}$ indicate steps already taken with this Improvement District and the item preceded by a \blacktriangleright 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. The public hearing is for questions regarding validity of the submitted petitions.
- 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, gives notice of a public hearing concerning a proposed Assessing Ordinance, and conducts a first reading of a proposed Assessing Ordinance.
- 7. Council conducts a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
- 8. The adopted Ordinance is published for three consecutive days.
- 9. 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.

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 6TH STREET TO 7TH STREET

OWNERS	FOOTAGE	COST/FOOT	ASSESSMENT
John & Irene Crouch	75	\$8.00	\$600.00
Kevin Kennedy & Elizabeth Clark	125	\$31.50	\$3,937.50
TOTAL ASSESSABLE FOOTAGE	200		\$4,537.50

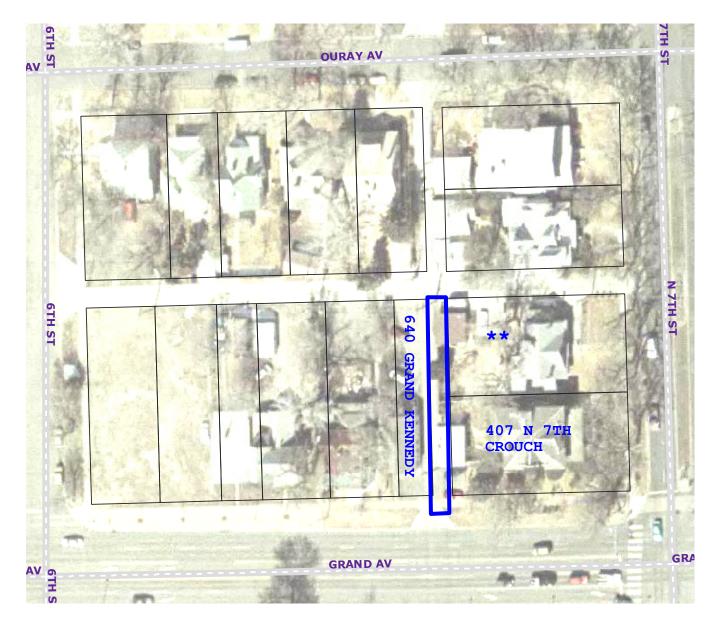
Estimated Cost to Construct	\$	13,300.00
Absolute Cost to Owners	<u>\$</u>	4,537.50
Estimated Cost to City	\$	8,762.50

Assessments may be paid in full upon completion of project or may be paid over a ten-year period, in which event, a one-time charge of 6% will be added to the principal balance to which simple interest will accrue at the rate of 8% per annum on the declining balance.

• Indicates property owners signing in favor of improvements 2/2 or 100% and 100% of the assessable footage.

PROPOSED ALLEY IMPROVEMENT DISTRICT 6TH STREET TO 7TH STREET GRAND AVE TO OURAY AVE

(Parcel lines not accurate in relation to photo)



Remainder of alley was constructed as part of Alley Improvement District No. ST-90.

** Property assessed as part of Alley ID ST-90. Since assessments are for the long side of the property only and the long side of this property was previously assessed,

this property will not be a part of this proposed district, nor was it included with the petition.

RESOLUTION NO.

A RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, TO CREATE WITHIN SAID CITY ALLEY IMPROVEMENT DISTRICT NO. ST- 05, PHASE B AND AUTHORIZING THE CITY ENGINEER TO PREPARE DETAILS AND SPECIFICATIONS FOR THE SAME.

WHEREAS, a majority of the property owners to be assessed have petitioned the City Council, under the provisions of Chapter 28 of the City of Grand Junction Code of Ordinances, as amended, and People's Ordinance No. 33, that an Alley Improvement District be created for the construction of improvements as follows:

Location of Improvements:

 The South ½ of the North/South Alley, 6th St to 7th St, between Grand Avenue and Ouray Avenue

Type of Improvements - To include base course material under a mat of Concrete Pavement and construction or reconstruction of concrete approaches as deemed necessary by the City Engineer; and

WHEREAS, the City Council deems it advisable to take the necessary preliminary proceedings for the creation of a Local Improvement District.

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

1. That the District of lands to be assessed is described as follows:

Lots 19 through 22, inclusive, Block 72, City of Grand Junction. All in the City of Grand Junction, and Mesa County, Colorado.

2. That the assessment levied against the respective properties will be as follows per each linear foot directly abutting the alley right-of-way:

Properties located within any zone other than residential and properties which are used and occupied for any purpose other than residential shall be assessed \$31.50 per abutting foot; provided, however, that any single-family uses within a non-residential zone shall be assessed at the single-family rate of \$8.00 per abutting foot.

Properties having alley frontage on more than one side shall be assessed the applicable assessment rate for the frontage on the longest side only.

If the use of any property changes, or if a property is rezoned any time prior to the assessment hearing, the assessment shall reflect that change.

The total amount of assessable footage for properties receiving the single-family residential rate is estimated to be 75 feet and the total amount of assessable footage for properties receiving the non-residential rate is 125 feet.

3. That the assessments to be levied against the properties in said District to pay the cost of such improvements shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such costs becomes final, and, if paid during this period, the amount added for costs of collection and other incidentals shall be deducted; provided, however, that failure by any owner(s) to pay the whole assessment within said thirty (30) day period shall be conclusively considered as an election on the part of said owner(s) to pay the assessment, together with an additional six percent (6%) one-time charge for cost of collection and other incidentals, as required by the Mesa County Treasurer's office, which shall be added to the principal payable in ten (10) annual installments, the first of which 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 8 percent per annum on the unpaid principal, payable annually.

4. That the City Engineer is hereby authorized and directed to prepare full details, plans and specifications for such paving; and a map of the district depicting the real property to be assessed from which the amount of assessment to be levied against each individual property may be readily ascertained, all as required by Ordinance No. 178, as amended, City of Grand Junction, Colorado.

5. That Notice of Intention to Create said Alley Improvement District No. ST-05, Phase B, and of a hearing thereon, shall be given by advertisement in one issue of <u>The Daily</u> <u>Sentinel</u>, a newspaper of general circulation published in said City, which Notice shall be in substantially the form set forth in the attached "**NOTICE**".

NOTICE

OF INTENTION TO CREATE ALLEY IMPROVEMENT DISTRICT NO. ST-05, PHASE B, IN THE CITY OF GRAND JUNCTION, COLORADO, AND OF A HEARING THEREON

PUBLIC NOTICE IS HEREBY GIVEN, pursuant to the request of a majority of the affected property owners, to the owners of real estate in the district hereinafter described and to all persons generally interested that the City Council of the City of Grand Junction, Colorado, intends to create Alley Improvement District No. ST-05, Phase B in said City for the purpose of reconstructing and paving certain alleys to serve the property hereinafter described which lands are to be assessed with the cost of the improvements, to wit:

1. That the District of lands to be assessed is described as follows:

Lots 19 through 22, inclusive, Block 72, City of Grand Junction. All in the City of Grand Junction, and Mesa County, Colorado.

Location of Improvements:

• The South ½ of the North/South Alley, 6th St to 7th St, between Grand Avenue and Ouray Avenue

Type of Improvements: To include base course material under a mat of Concrete Pavement and construction or reconstruction of concrete approaches as deemed necessary by the City Engineer.

2. That the assessment levied against the respective properties will be as follows per each linear foot directly abutting the alley right-of-way:

Properties located within any zone other than residential and properties which are used and occupied for any purpose other than residential shall be assessed \$31.50 per abutting foot; provided, however, that existing single-family uses within a non-residential zone shall be assessed at the single-family rate of \$8.00 per abutting foot;

Properties having alley frontage on more than one side shall be assessed the applicable assessment rate for the frontage on the longest side only.

If the use of any property changes, or if a property is rezoned any time prior to the assessment hearing, the assessment shall reflect that change.

The total amount of assessable footage for properties receiving the single-family residential rate is estimated to be 75 feet and the total amount of assessable footage for properties receiving the non-residential rate is 125 feet.

To the total assessable cost of \$4,537.50 to be borne by the property owners, there shall be, as required by the Mesa County Treasurer's Office, added six (6) percent for costs of collection and incidentals. The said assessment shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such cost shall have become final, and if paid during such period, the amount added for costs of collection and incidentals shall be deducted; provided however, that failure by any owner(s) to pay the whole assessment within said thirty (30) day period shall be conclusively considered as an election on the part of said owner(s) to pay the assessment, together with an additional six percent (6%) one-time charge for cost of collection and other incidentals, as required by the Mesa County Treasurer's Office, which shall be added to the principal payable in ten (10) annual installments which shall become due upon the same date upon which general taxes, or the first installment thereof, are by the laws of the State of Colorado, made payable. Simple interest at the rate of eight (8) percent per annum shall be charged on unpaid installments.

On January 19th, 2005, at the hour of 7:30 o'clock P.M. in the City Council Chambers in City Hall located at 250 North 5th Street in said City, the Council will consider testimony that may be made for or against the proposed improvements by the owners of any real estate to be assessed, or by any person interested.

A map of the district, from which the share of the total cost to be assessed upon each parcel of real estate in the district may be readily ascertained, and all proceedings of the Council, are on file and can be seen and examined by any person interested therein in the office of the City Clerk during business hours, at any time prior to said hearing.

Dated at Grand Junction, Colorado, this _____day of _____, 2004.

BY ORDER OF THE CITY COUNCIL **CITY OF GRAND JUNCTION, COLORADO**

By: _____ City Clerk

PASSED and **ADOPTED** this day of _____, 2004.

President of the Council

Attest:

City Clerk

Attach 10

Subrecipient Contract with Hilltop Community Resources Inc. 2004 CDBG Program

CITY COUNCIL AGENDA								
Subject	for	Subrecipient Contract with Hilltop Community Resources Inc. for the City's 2004 Program Year Community Development Block Grant (CDBG) Program						
Meeting Date	De	cembe	r 15	, 2004				
Date Prepared	De	cembe	r 7,	2004			File: CDB	G 2004-09
Author	Kri	Kristen Ashbeck Senior Planner						
Presenter Name	Kri	sten As	shbe	eck	Sen	ior F	Planner	
Report Results Back to Council	Х	No		Yes	When			
Citizen Presentation	Yes X No Name							
Workshop	Х	For	mal	Agend	а	Х	Consent	Individual Consideration

CITY OF GRAND JUNCTION

Summary: The Subrecipient Contract formalizes the City's award of \$50,000 to Hilltop Community Resources, Inc. for energy conservation measures including window replacement and installation of thermostats for the Resource Center building located at 1129 Colorado Avenue. These funds were allocated from the City's 2004 CDBG Program.

Budget: N/A

Action Requested: Approval of the subrecipient contract with Hilltop for the City's 2004 Program Year, CDBG program.

Background Information: Hilltop is proposing to replace windows and install programmable thermostats at the Resource Center building located at 1129 Colorado Avenue. The intent of the project is energy conservation to provide a more comfortable working environment as well as provide substantial savings on utility bills. The cost savings will allow Hilltop to continue providing quality service to eligible clients of the programs housed at the Resource Center. The City awarded a grant of \$50,000 to Hilltop from the City's 2004 CDBG monies to be used towards this energy conservation project. Hilltop will match the grant with approximately \$34,000 for the improvements.

Hilltop is considered a "subrecipient" to the City. The City will "pass through" a portion of its 2004 Program Year CDBG funds to Hilltop but the City remains responsible for the use of these funds. This contract with Hilltop outlines the duties and responsibilities

of each party and is used to ensure that Hilltop will comply with all Federal rules and regulations governing the use of these funds. This contract must be approved before the subrecipient may spend any of these Federal funds. Exhibit A of the contract (attached) contains the specifics of the project and how the money will be used by Hilltop for the remodel and renovation improvements to its facility.

Attachments:

1. Exhibit A, Subrecipient Contract

2004 SUBRECIPIENT CONTRACT FOR CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS WITH HILLTOP COMMUNITY RESOURCES INC.

EXHIBIT "A" SCOPE OF SERVICES

- The City agrees to pay, subject to the subrecipient agreement, Hilltop Community Resources Inc. \$50,000 from its <u>2004 Program Year CDBG</u> <u>Entitlement Funds</u> for the Resource Center Energy Conversation project located at 1129 Colorado Avenue in Grand Junction, Colorado ("Property" or "the Property"). The general purpose of the project is to make improvements to the building including renovation of windows and installation of programmable thermostats all to make the building more energy efficient as determined by the subrecipient.
- Hilltop Community Resources Inc. certifies that it will meet the <u>CDBG National</u> <u>Objective</u> of low/moderate limited clientele benefit (570.201(c)), Public Facilities and Improvements. It shall meet this objective by providing the abovereferenced services to low/moderate income persons in Grand Junction, Colorado. In addition, this project meets CDBG eligibility requirements under section 570.208(a)(2)(A), limited clientele activity.
- 3. The project consists of energy efficiency and conservation improvements to the Resource Center building located at 1129 Colorado Avenue. The improvements include renovation and/or replacement of the windows and installation of programmable thermostats. The Property is owned by Hilltop Community Resources Inc. Hilltop will continue to operate on the site. It is understood that the City's grant of \$50,000 in CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by Hilltop Community Resources Inc.
 - 4. This project shall commence upon the full and proper execution of the 2004 Subrecipient Agreement and the completion of all appropriate environmental, Code, State and Local permit review and approval and compliance. The project shall be completed on or before December 31, 2005.

 Hilltop
 City

5. The entire project budget for the improvements to the 1129 Colorado Avenue facility is as listed below.

Window Replacement/Thermostats \$50,000 CDBG

\$33,743 Other TOTAL PROJECT COST

\$83,743

Note: City CDBG funds up to \$50,000 shall be used for the window replacement and installation of programmable thermostats. City CDBG funds will not be used for any other elements of the project. Source of funds for all other costs shall be Hilltop Community Resources Inc., other grants received by Hilltop Community Resources Inc. and/or in-kind services/materials.

- 6. It is anticipated that the programs and services provided by Hilltop Community Resources Inc. in the Resource Center facility will serve over 5,500 persons in 2004-2005.
- 7. The City of Grand Junction shall monitor and evaluate the progress and performance of Hilltop Community Resources Inc. to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. Hilltop Community Resources Inc. shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
- 8. Hilltop Community Resources Inc. shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
- 9. During a period of five (5) years following the date of completion of the project the use of the Property improved may not change unless: 1) the City determines the new use meets one of the National Objectives of the CDBG Program, and 2) Hilltop Community Resources Inc. provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If Hilltop Community Resources Inc. decides, after consultation with affected citizens that it is appropriate to change the use of the Property to a use which the City

determines does not qualify in meeting a CDBG National Objective, Hilltop Community Resources Inc. must reimburse the City a prorated share of the City's \$50,000 CDBG contribution. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Property shall be in effect.

 Hilltop
 City

- 10. Hilltop Community Resources Inc. understands that the funds described in the Agreement are received by the City of Grand Junction from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. Hilltop Community Resources Inc. shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. Hilltop Community Resources Inc. shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
- 11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
- 12. A formal project notice will be sent to Hilltop Community Resources Inc. once all funds are expended and a final report is received.

_____ Hilltop _____ City

Attach 11 2005 Law Enforcement Assistance Fund (LEAF)

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject	20	2005 LEAF Grant Resolution						
Meeting Date	15	Decen	nber	2005				
Date Prepared	16	16 November 2004 File #						
Author	Mi	Michael A. Nordine Administrative Lieutenant						
Presenter Name	Gr	eg Mor	riso	n	Chi	ef o	f Police	
Report results back to Council	x	No		Yes	When			
Citizen Presentation		Yes x No Name						
Workshop	X	For	mal	Agend	a	х	Consent	Individual Consideration

Summary:

The Colorado Department of Transportation has awarded \$35,000 to the Grand Junction Police Department to fund DUI enforcement. The GJPD applied for \$145,133 with Council approval in August of this year.

Budget:

As a result of this funding the Police Department will pay overtime for officers to work dedicated DUI enforcement five hours on Thursday, Friday and Saturday nights. As a result of the reduced funding we will not be purchasing a vehicle to operate a mobile intoxilyzer unit.

Action Requested/Recommendation:

The Grand Junction Police Department requests authorization to accept the 2005 LEAF grant in the amount of \$35,000 and to have CM Kelly Arnold sign the contract.

Attachments:

Copy of 2005 LEAF Contract; Copy of Council Resolution to accept LEAF Grant funds.

Background Information:

The Grand Junction Police Department received a grant for \$27,000 in the 2004 process. These funds have been supporting increased DUI enforcement throughout this calendar year. At the time of this request there has been a 12% increase in total DUI arrests as a result of increased enforcement efforts.. The program has been very successful at removing intoxicated drivers from the streets of Grand Junction and when combined with an effective media promotion acts as a strong deterrent to driving under the influence.

Project No. DEPARTMENT OR AGENCY NUMBER: HAA CONTRACT ROUTING NUMBER: 04HTS00029

CONTRACT

THIS CONTRACT, Made this ______ day of ______, 2004, by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation, Office of Transportation Safety, 4201 East Arkansas Avenue, Denver, Colorado 80222 (hereinafter referred to as "the State") and the City of Grand Junction for the Grand Junction Police Department(hereinafter referred to as "the Contractor").

WHEREAS, 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 403, Appropriation Code 304, ORGN 8001, FEIN# 84-6000592 and GBL # LE-27:

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the Legislature has created the Law Enforcement Assistance Fund (LEAF) for the prevention of drunken driving (43-4-401 through 43-4-404, CRS, replacement edition); and

WHEREAS, LEAF has been established to provide funds to aid in the prevention of drunken driving and the enforcement of laws pertaining to driving under the influence of alcohol and drugs; and

WHEREAS, pursuant to 43-4-404, C.R.S., the State is authorized to allocate LEAF funds by contract to local authorities (cities and counties) to benefit the health and safety of persons in Colorado by the implementation of local programs developed by the local authorities for drunken driving prevention and law enforcement improvements; and

WHEREAS, the Contractor has submitted a LEAF project funding Application, which has been approved by the State; and

WHEREAS, the Contractor has established a qualified program, consistent with current State Highway Safety rules at 2CCR 602-1, to coordinate efforts to prevent drunken driving and to enforce laws pertaining to driving under the influence of alcohol and drugs within its jurisdiction; and

WHEREAS, the Contractor has available the technical ability to properly perform the project as described in the Approved Application and to address the LEAF objectives of the Legislature; and

WHEREAS, this Contract is executed by the State under authority of 29-1-203, 43-1-106, 43-4-402 and 403, and 24-42-103 CRS, and by the Contractor under sections 29-1-203 and 30-11-101, 31-15-101 CRS or home rule charter, as applicable, and the attached resolution.

NOW THEREFORE, it is hereby agreed as follows:

- 1 The Contractor's Approved LEAF Application, the LEAF Contract Management Manual dated February 1, 2000 and LEAF Application Guidelines, the State Highway Safety Rules at 2CCR 602-1, and Attachments A, B and C are incorporated herein by this reference as terms and conditions of this contract. The Contractor acknowledges that it has received copies of the LEAF Contract Management Manual, the Application Guidelines, and the State Highway Safety Rules. The Contractor shall comply with all terms and conditions of this Contract. In the event of a conflict between the terms of this Contract and the terms of the incorporated materials, the following priority shall be used to resolve such conflict:
 - A. State Highway Safety Rules; then
 - B. LEAF Contract Management Manual and Guidelines; then
 - C. This Contract; then
 - D. Attachments A, B, C, in that order; then
 - E. Approved Application.

2. The Contractor shall carry out the program and shall perform the activities which are specifically described in the Approved Application and are generally described in Attachment A (collectively, "the project").

3. The Contractor shall submit quarterly reports to the State detailing the performance of this Contract according to the reporting criteria described in Attachment B.

4. <u>Project Funding Provisions</u>. The total budget amount authorized by this Contract for the actual costs of the project work is \$35,000, as described in Attachment C. The State shall participate in the payment as provided herein.

State's maximum (from LEAF)	\$35,000
TOTAL AMOUNT	\$35,000

The State shall use LEAF funds exclusively to pay for the actual costs incurred by the Contractor for the project work up to the State's maximum. If the Contractor incurs project costs which exceed the Attachment C budget amount without first obtaining an approval in that amount by written contract amendment, the Contractor shall be solely responsible for the payment of such excess costs.

The State budget amount will be provided solely from LEAF funds. Any obligation of the State under this Contract is contingent upon LEAF funds being available for this Contract. The State will pay the Contractor for actual costs incurred on a quarterly basis, subject to prior review and approval by the State of work performance and pursuant to payment procedures contained in the LEAF Contract Manual. The Contractor shall maintain an itemized accounting of all billings and other records to support all costs charged to the Contract and shall present same to the State upon request.

5. The effective date of this contract shall be the date the Controller of the State of Colorado approves this contract, or such later date specified herein. The Contract shall terminate on December 31, 2005.

6. The Contractor agrees that any subcontracts entered into by the Contractor under this Contract must meet all applicable State and Federal requirements and must be approved by the Office of Transportation Safety prior to execution by the Contractor

7. a) <u>Termination Due to Loss of Funding</u>. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated solely with certain funds provided to the State for the purpose of contracting for the services provided for herein. 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 this Contract.

b) <u>Termination for Cause</u>. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contract, or shall violate any of the covenants, agreements or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor such termination and specifying the effective date thereof, at least thirty (30) 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 of other material prepared by the Contractor under this 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 party by virtue of a breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor is determined.

c) <u>Termination for Convenience</u>. The State may terminate this Contract at any time that it determines that the purpose of the distribution of monies under the Contract 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.

8. The Contractor shall adopt a resolution substantially in the form presented by the State, which approves this Contract and authorizes a signatory to execute this Contract. A copy of such resolution shall be attached to and made a part of this Contract.

9. 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, and they shall have no authorization, express or implied, to bind the state to any agreements, settlements, liability, or understanding except as expressly set forth herein. The contractor shall be responsible to the state for the ultimate results of performance required hereunder but shall not be subject to the direction and control of the state as to the means and methods of accomplishing the results. The specifications in this contract of particular performance standards the state deems essential to proper performance and contract value shall in no event be deemed to alter this relationship. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any moneys paid pursuant to this grant contract.

The contractor shall provide and keep in force worker's compensation (and show proof of such insurance) 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. The contractor acknowledges that contractor and its employees are not entitled to the benefits of worker's

compensation insurance or unemployment insurance unless the contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage.

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

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 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

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.

THE PARTIES HERETO H	HAVE EXECUTED THIS CONTRACT
CONTRACTOR:	STATE OF COLORADO: BILL OWENS, GOVERNOR
Legal Name of Contracting Entity	By Tom E. Norton Executive Director Colorado Department of Transportation
Social Security Number or FEIN	
Signature of Authorized Officer	LEGAL REVIEW:
	KEN SALAZAR, ATTORNEY GENERAL
Print Name & Title of Authorized Officer	By <u>WAIVED 4-17-98</u>
APPROVED AS TO FORM:	

(An attestation is required.)

Attest (Seal) By_

(Town/City/County Clerk)

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:

LESLIE M. SHENEFELT

Ву_____

GEORGE MCCULLAR, CDOT CONTROLLER

Date____

COLORADO DEPARTMENT OF TRANSPORTATION LEAF CONTRACT ATTACHMENT A



LEAF OBJECTIVE PLAN

LEAF project # L-27-05

Responsible Agency Grand Junction Police Contract Period 1-1-05 through 12-31-05 Project Coordinator Sergeant Paul Frey

LEAF Objective:

FL01-51: To increase and improve the enforcement of the laws pertaining to alcohol and drug related traffic offenses within the Grand Junction Police by performing dedicated DUI enforcement and activities described in the Approved Application and summarized below.

Activity #	Activity Description
1	Provide officers through out the term of this contract to perform dedicated DUI/DRE enforcement duties and activities within the Grand Junction Police as stated in the Approved Application.
2	Conduct at least two sobriety checkpoints or saturation patrols during 2005. This can be in cooperation with a nearby agency, the State Patrol or solely by the Grand Junction Police.
3	The Grand Junction Police will be actively involved in CDOT's DUI enforcement public awareness campaign by participating in the joint efforts. This includes, but not limited to, obtaining media interviews and media outreach, hosting media ride alongs and similar activities. The Grand Junction Police will report back the requested data to CDOT by the specified times.
4	Make all reasonable efforts to increase the DUI alcohol and drug related arrests by 10% within the City of Grand Junction from the 2004 level.
22	

COLORADO DEPARTMENT OF TRANSPORTATION LEAF CONTRACT ATTACHMENT B



LEAF REPORTING CRITERIA

LEAF Project # L-27-05 Grand Junction Police

1). Each quarter the Contractor shall submit a report to the Office of Transportation Safety in accordance with the LEAF Contract Management Manual. The Quarterly Reports will state all activity accomplishments as required by Contract Number L-27-05 during the reporting period. Grand Junction Police will use the provided LEAF Grant Manager software package when compiling data and submitting the required reports. All recipients are required to use the software so the Colorado Department of Transportation can better manage the statewide LEAF program.

2). No payment for cost incurred during the reporting period will be reimbursed by the Office of Transportation Safety if such Quarterly Reports are not current or are not compiled using the LEAF Grant Manager software program.

3). Upon completion of all LEAF activity the Grand Junction Police will submit a Final Report in accordance with the LEAF Contract Management Manual.

COLORADO DEPARTMENT OF TRANSPORTATION LEAF CONTRACT ATTACHMENT C



LEAF Project L-27-05 Grand Junction Police

REVENUES

	TOTAL LEAF Funds							
	Personal Services: Operating Expenses							
Category		LEAF Funds						
Personal Services		\$35,000						
Operating expenses								
Capital equipment								
Travel expenses			1					
TOTAL		\$35,000						

RESOLUTION NO.

A RESOLUTION APPROVING THE LAW ENFORCEMENT ASSISTANCE FUND (LEAF) CONTRACT L-27-05

Recitals:

The City of Grand Junction, on behalf of the Grand Junction Police Department, has submitted an application to the Colorado Department of Transportation, Office of Transportation Safety for funding a LEAF project for the enforcement of laws pertaining to the driving under the influence of alcohol or other drugs, pursuant to §43-4-401 through 404, CRS and to LEAF Rules at 2CCR 602.1.

The State has approved the application and has prepared a LEAF contract which provides \$35,000.

The City has the authority and responsibility to sign contracts on behalf of the Grand Junction Police Department and by this Resolution the City formally approves the LEAF contract and authorizes the signature of the City Manager to be affixed to the contract indicating approval as required by the State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, the City of Grand Junction hereby approves the term, conditions and obligations of LEAF contract and hereby authorizes the City Manager to sign the LEAF contract on behalf of the City of Grand Junction.

Bruce Hill, Mayor

Attest:

Stephanie Tuin City Clerk

Attach 12

Contract for the Two Rivers Convention Center Food Distributor CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA										
Subject	Τw	Two Rivers Convention Center Food Distributor								
Meeting Date	De	December 15, 2004								
Date Prepared	No	November 30, 2004					File #			
Author:	Ju	Julie M. Hendricks				Buyer				
Presenter Name:	Br	Joe Stevens Brian Ralph Ron Watkins CPPO			Parks and Recreation Director TRCC General Manager Purchasing Manager					
Report results back to Council	Х	No		Yes	Whe	n				
Citizen Presentation	Yes X No			Nam	е					
Workshop	X Formal Agenda				a		Consent	Х	Individual Consideration	

Summary: The Two Rivers Convention Center (TRCC) General Manager requested the Purchasing Division solicit competitive proposals to provide food requirements for TRCC.

Budget: Funding will be provided from the approved 2005 FY TRCC Food Budget.

Action Requested/Recommendation: Authorize the City Manager to purchase food delivered from U.S. Food Services located in Denver, Colorado. The estimated annual expenditure is \$220,000.

Attachments: N/A

Background Information: Food distributors were solicited from the City's active vendor list and advertised in the Daily Sentinel per City Purchasing Policy. The City solicited 33 proposals and received three (3) responsive and responsible offers. This is a "**cost-plus**" contract which includes the vendor's **cost** of the product, delivery to TRCC and any promotional monetary discounts. The **percentage** added to each product is for the vendor's overhead and profit and was evaluated by food category. The percentage is firm for the duration of the initial contract. At the City's discretion

the solicitation and subsequent contract provides for three (3) additional annual renewals. Secondary vendors will be utilized for back up requirements.

Proposer Cost, overall Number o percentage bid" prod			Proposal Issues				
U.S. Foods, Denver	8.7%	12 items	*No minimum				
Shamrock, Denver	8.7%	18 items	*\$250,000 contracted minimum Audit only 15 items, bi-annually Re-defined "cost" as described in proposal				
Sysco, Salt Lake City	16.8%	21 items	*No minimum Re-defined "cost plus" as described in proposal				

FACT SHEET FOR PROPOSAL RFP 674P-04-JH

Why a Cost Plus Proposal??

- Current: 1) Striving to follow Purchasing policy by biding daily
 - Time Consuming
 - Not the best price
- Food prices tend to vary with many market conditions. Look at the price of a tomato. With a cost plus system, the actual cost of the tomato moves with the market, and the percentage mark-up for overhead and profit is marked up at a fixed percentage.
- Multi-term award...all main players knew this was coming and had input into the process
- Funding out clause was included in the RFP

Many savings:

- Based on approx average food cost of \$300,000 annually, primary vendor to have approximately 70% of the food costs, the other 30% to other vendors including locals
- Demand: Delivery consolidate orders to one vendor: lower costs. Currently, we have three vendors, vying for a third of the products. Three trucks, three salesmen, three invoices and processing...three streams of paperwork...etc...Now one primary vendor one truck, one invoice, one salesman...less cost for two rivers.
- Reduction in overall food costs due to demand
- Relationship established, with monetary promotions going to benefit the City, Pass on incentive to City, saving money
- Time savings, more productive staff
- Less invoices to deal with, more productive staff
- Improved product consistency
- Trust between both parties, however we required an audit of the vendors invoices to verify cost

Why US Foods?

- Very close pricing between Shamrock and US Foods
- Very close percentages between Shamrock and US Foods
- Shamrock wanted a guarantee of \$250,000.00 annual min...this is outside of what we estimate we may spend with a primary purveyor
- Shamrock would only allow 15 items to be audited twice annually
- Shamrock and Sysco redefined "cost"...US Foods did not



REQUEST FOR PROPOSAL 674P-04-JH

CONVENTION CENTER FOOD SERVICE DISTRIBUTOR

RESPONCES DUE: NOVEMBER 16, 2004 CLOSE OF BUSINESS – 4:30 PM

Purchasing Representative:

Julie M. Hendricks, CPPB Buyer Phone (970) 244-1484 FAX (970) 244-1427 Email: julieh@gjcity.org

This request for qualifications has been developed specifically for soliciting proposals for **CONVENTION CENTER FOOD SERVICE DISTRIBUTOR** and may not be the same as previous requests. All proposers are urged to **thoroughly review this document** prior to submittal of your response. **Submittal by FAX IS NOT ACCEPTABLE for this request**. PUBLIC NOTICE Account No. 205712

Published: The Daily Sentinel *date of publication *date of publication

REQUEST FOR PROPOSAL IFB No. 674P-04-JH, Convention Center Food Service Distributor

The City of Grand Junction is inviting proposals to supply the Two Rivers Convention Center with food service distribution.

Copies of Request for Proposal No. 674P-04-JH are available at the office of the City Purchasing Division, 2549 River Road on November 16, 2004. Call 244-1533 for additional information.

The City of Grand Junction will receive sealed proposals at the Purchasing Division Office located at 2549 River Road, Grand Junction, CO. 81505-7209. The Proposal due date for this project is October 19, 2004, 4:30 p.m. local prevailing time. The proposals will be received and will not be publicly opened. No proposals shall be received after the specified hour and proposals which are not prepared and filed strictly in accordance with the project description statement may be rejected.

Julie M. Hendricks, CPPB Buyer

End of Public Notice

REQUEST FOR PROPOSAL RFP 674P-04-JH

"Convention Center Food Service Distributor"

TABLE OF CONTENTS

Section 1.0	Instructions and Conditions for Submittal
Section 2.0	General Contract Terms and Conditions
Section 3.0	Insurance Requirements
Section 4.0	Scope of Services
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Section 6.0	Proposal Format and Submittals
Section 7.0	Proposal Evaluation and Selection
Section 8.0	Offer and Schedule of Fees

RFP-674P-04-JH

SECTION 1.0: INSTRUCTIONS AND CONDITIONS FOR SUBMITTAL

- **1.1 Compliance:** All participating proposers, by their cover-letter signature, shall agree to comply with all conditions, requirements, and instructions of this Request For Proposal (RFP) as stated or implied herein. Should the City of Grand Junction, State of Colorado, hereinafter referred to as "City," omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, then the proposers shall secure instructions from Julie Hendricks, City Purchasing Department, telephone number (970) 244-1484, prior to the date and time of the submittal deadline shown in this RFP.
- **1.2 Award:** The contract(s) shall be awarded to the most responsible proposer or proposers which will be determined by criteria deemed essential to the City. The criterion is not limited to the lowest fee. The City reserves the rights to reject any or all proposals, reject portions of any proposal, or accept the proposal or proposals deemed most advantageous to the City.
- **1.3** Submission: Proposals shall include a letter of interest, qualifications, experience, references and all additional documents required and/or submitted. Each proposal (one (1) original and one (1) additional photocopies of all documents) shall be placed in a sealed envelope and marked clearly on the outside: *"RFP-674P-04-JH: Convention Center Food Service Distributor"* and delivered to the Purchasing Division not later than 4:30 PM, November 16, 2004. Sealed proposals must be received at the following location before the deadline to be eligible for contract award.

City of Grand Junction Purchasing Division 2549 River Road Grand Junction, CO 81505-7209

- **1.4 Late Proposals:** Late or unsigned proposals will not be accepted or considered. It is the responsibility of the Proposer to insure the Proposal(s) arrives in the City Purchasing Division offices prior to the submission deadline set forth in Paragraph 1.3.
- **1.5** Altering Proposals: Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- **1.6** Withdrawal of Proposal: A proposal may not be withdrawn or canceled by the offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- **1.7** Exclusion: No oral, telegraphic, telephonic or facsimile proposals will be considered.

- **1.8** Sales Tax: The City is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the final negotiated fees shall not include taxes.
- **1.9** Addenda: Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date will be made by a written Addenda to the RFP by the City Purchasing Agent. Sole authority to authorize addenda shall be vested in the City Purchasing Agent as entrusted by the City of Grand Junction City Council. Addenda will be mailed certified with return receipt or Faxed to all that are known to have received a copy of the RFP. Offerors shall acknowledge receipt of all addenda in their proposal.
- **1.10** Exceptions and Substitutions: All proposals meeting the intent and objectives of this RFP will be considered for award. Offerors taking exception to the specifications and/or scope of services shall do so at their own risk; the City reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the offeror has not taken exceptions, and if awarded a contract, shall hold the offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- **1.11 Submittal Format:** For proper comparison and fair evaluation, the City requests that proposals be formatted as directed in Section 7.0 "Proposal Evaluation and Selection." <u>Submittals received</u> that fail to follow this format may be ruled non-responsive.
- **1.12 Minimal Standards for Responsible Prospective Offerors:** A prospective offeror must affirmably demonstrate their responsibility. A prospective offeror must meet the following requirements:
 - (A) have adequate financial resources, or the ability to obtain such resources as required;
 - (B) be able to comply with the required or proposed completion schedule;
 - (C) have a satisfactory record of performance with similar projects;
 - (D) have a satisfactory record of integrity and ethics; and,

(E) be otherwise qualified and eligible to receive an award and enter into a Contract with the City.

The City may request representation and other information sufficient to determine offeror's ability to meet these minimum standards listed above.

- **1.13 Incurring Costs:** The City shall not be obligated or be liable for any cost incurred by proposers prior to the issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.
- **1.14 Provision for Required Insurance:** Award of a contract will be contingent upon the successful proposer submitting certificates of insurance in accordance with the provisions set forth in Section 3 of this RFP.

- **1.15 Open Records:** All proposals shall be open for public inspection <u>after the contract is awarded</u>. Trade secrets and confidential information contained in the proposal <u>so identified by offer as</u> <u>such</u> will be treated as confidential by the City to the extent allowable in the Open Records Act.
- 1.16 Confidential Material: All materials submitted in response to this RFP will become public record and will be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request will be reviewed and either approved or denied by the City Purchasing Agent. If denied, the proposer will have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal will be considered confidential or proprietary.
- **1.17 Response Material Ownership**: All proposals become the property of the City of Grand Junction upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section entitled Confidential Material. Disqualification of a proposal does not eliminate this right.
- **1.18 Public Funds/Non-appropriation**: The contractual obligation of the City of Grand Junction under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council for this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current City of Grand Junction fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- **1.19 Information Requests:** Requests for information regarding the contents and requirements of this RFP should be directed to Julie Hendricks, Buyer, at (970) 244-1484 or FAX (970) 244-1427.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- **2.1 Amendment**: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract will be made in writing by the City Purchasing Agent.
- **2.2** Assignment: The Food Service Distributor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City.

- **2.3** Certificates and Licenses: The Food Service Distributor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City Purchasing Agent, 2549 River Road, Grand Junction CO. 81505-7209 no later than ten days after the Food Service Distributor receives the notice of award from the City Purchasing Agent. Current notarized copies of licenses and certificates shall be provided to the City of Grand Junction within twenty-four hours of demand at any time during the contract term.
- **2.4** Compliance with Laws: Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans With Disabilities Act) requirements.
- **2.5 Conflict of Interest**: No public official and/or City employee shall have interest in any contract resulting from this RFP. Exceptions shall be allowed to individuals having created a Public Disclosure Record by completing the City's "Statement of Financial Interest" form.
- **2.6 Contract Documents**: This Request for Proposal, General Contract Terms and Conditions, Insurance Requirements, Special Terms and Conditions, Project Scope of Services, and Food Service Distributor's Proposal, any Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.
- **2.7 Contract Negotiations**: The City may negotiate a contract with the selected offeror(s). Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and selected offeror shall be submitted in written form and made part of any resulting contract.

2.8 Definitions:

A. "City" refers to the City of Grand Junction, Colorado.

B. "Food Service Distributor" refers to the person, partnership, or corporation entering into a contract with the City of Grand Junction for the services required and offered and the legal representatives of said party or the agent(s) appointed to act for said party in the performance of the service(s) contracted for.

C. "Contract Administrator" refers to the city employee empowered by the City Manager to administer the contract. The Contract Administrator shall render decisions in a timely manner pertaining to the work proposed or performed by the Food Service Distributor. The Contract Administrator shall be responsible for approval and/or acceptance of any City revenues or expenditures related to the contract.

2.9 Employment Discrimination: During the performance of the contract, the Food Service Distributor agrees to the following:

A. The Food Service Distributor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Food Service Distributor. The Food Service Distributor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Food Service Distributor, in all solicitations or advertisements for employees placed by or on behalf of the Food Service Distributor, shall state that such Food Service Distributor is an Equal Opportunity Employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Food Service Distributor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of more than \$10,000 so that the provisions will be binding upon each sub-Food Service Distributor or supplier.

- **2.10 Ethics**: The Food Service Distributor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City.
- **2.11 Failure to Deliver:** The City will take the following steps in regards to non-performance of the contract. Step one: The Contract Administrator (Two River Manager) will orally notify the Food Service Distributor of breech of contract, and document such notification. This may be for one event, or many events. Step two: the Purchasing Office will send out a certified letter warning the Food Service Distributor of a breech of contract, and will negotiate remedy. Step three: If the Food Service Distributor does not agree to the remedy, or again breeches the remedy, the City will begin to negotiate with the next acceptable offeror, or will go back out with a new solicitation. At that time, the City may procure the services from other sources and hold the Food Service Distributor responsible for any resulting additional purchase and administrative costs.
- **2.12 Failure to Enforce:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- **2.13 Force Majeure:** The Food Service Distributor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Food Service Distributor, unless otherwise specified in the contract.
- **2.14 Immigration Reform and Control Act of 1986:** The Food Service Distributor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

- **2.15 Indemnification**: Food Service Distributor shall defend, indemnify and save harmless the City of Grand Junction, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Food Service Distributor, or of any Food Service Distributor's agent, employee, Sub-Food Service Distributor or supplier in the execution of, or performance under, any contract which may result from proposal award. Food Service Distributor shall pay any judgment with cost that may be obtained against the City growing out of such injury or damages.
- **2.16** Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.
- **2.17 Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and the resulting contract. The City must make all modifications to this request and the contract in writing.
- **2.18 Patents/Copyrights**: The Food Service Distributor agrees to protect the City from any claims involving infringements of patents and/or copyrights. In no event shall the City be liable to a Food Service Distributor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void the contract.
- **2.19 Performance of the Contract**: The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of resulting contract award.
- **2.20 Remedies**: The Food Service Distributor and City agree that both parties have all right, duties, and remedies available as stated in the Uniform Commercial Code.
- **2.21** Safety Warranty: Food Service Distributor also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the services do not conform to OSHA standards, the City may require the services to be redone at no additional expense to the City. In the event the Food Service Distributor fails to make the appropriate correction within a reasonable time, correction(s) made by the City will be at the Food Service Distributor's expense.
- **2.22 Termination of Contract**: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services; and, (4) for convenience terminated by either party with a written *notice of cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- **2.23 Venue**: This Contract shall be deemed to have been made in and shall be construed and interpreted in accordance with the laws of the City of Grand Junction, Mesa County, Colorado.

SECTION 3.0: INSURANCE REQUIREMENTS

- **3.1** The successful offeror will be required to provide, at their own expense, without cost to the City the following minimum insurance:
 - **3.1.1** Commercial General Liability Insurance policy with minimum combined single limits of (\$1,000,000 per occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.
 - **3.1.2** Comprehensive Automobile Liability Insurance, which includes coverage of all, owned, non-owned and rented vehicles with a minimum of \$1,000,000 combined single limit for each occurrence.
 - **3.1.3** The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The Food Service Distributor may maintain reasonable and customary deductibles, subject to approval by the City Risk Manager, (970) 244-1592.
 - **3.1.4** All insurance shall be purchased from an insurance company licensed to do business in Colorado that has a financial rating of B+ VII or better as assigned by the BEST Rating Company or equivalent.
- **3.2** The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The Food Service Distributor may maintain reasonable and customary deductibles, subject to approval by Dave Roper, Risk Manager, City of Grand Junction, 250 N. 5th St., Grand Junction, CO. 81501, (970) 244-1592.
- **3.3** All insurance shall be purchased from an insurance company that has a financial rating of B+ VII or better as assigned by the BEST Rating Company or equivalent.

SECTION 4.0: SCOPE OF SERVICES

- **4.1 General Description**: It is the intent of the City of Grand Junction to contract for Food Services for Two Rivers Convention Center from December 14, 2004 through December 31, 2005. THIS IS A COST-PLUS PROPOSAL. Currently, the City spends approximately \$300,000.00 per year on food and related products at Two Rivers Convention Center. This amount in no way construes an obligation to future commitments. The City of Grand Junction anticipates awarding one primary Offeror approximately 70% of the product categories and approximately 30% for back up purveyors with in various categories. An excel document has been provided for both the primary and the back up purveyors. The City is interested in establishing a long term relationship with the awarded Offeror. The City will consider offers to be a primary purveyor **AND/OR** offers to be one of the back up purveyors.
- **4.2** The City reserves the right to negotiate additional options with the successful Offeror. The City further reserves the right to negotiate an annual renewal of this Agreement with the successful Offeror for three (3) additional years. This contract could be extended up to December 31, 2008.
- **4.3** Estimates of 2003 food requirements have been provided to assist you in preparing your Proposal; however, nothing in the stated estimates shall be construed obligating the City to any minimum number of service requests. All food and miscellaneous items ordered by the City shall fall into one of the categories as listed on the quote form and shall be billed at cost plus a percentage (unless special promotions bring the price below the cost plus percentage).
- **4.4** All food products are to meet Food and Drug Administration and Department of Agriculture specifications.
- **4.5** All deliveries shall be to: Two Rivers Convention Center Address: 159 Main Street, Grand Junction, CO 81501
- **4.6** Offeror is to supply all necessary information as to sizes, quantities, and amounts of products priced so that an equal and fair comparison can be made against other items. Any item that has insufficient information to make a fair and equal comparison will not be considered. Offeror shall list any exceptions to product specifications at the end of each section being proposed.
- **4.7** All brand names mentioned in the specifications are to be considered by the Offeror as a reference, not to limit the bidding. Vendor may bid the brand named or an Equivalent. Offeror shall provide a sample if requested, within two (2) days of the request. The proposed cost for that item may be rejected if samples are not available.
- **4.8** Offerors shall offer prices to the specifications and any deviations are to be noted and may result in your proposal being found non-responsive.
- **4.9** Offeror must supply prices for the units requested in the quote form. If the product is packaged in sizes other than requested, then the **Proposer MUST convert their units to the sizes requested by the City of Grand Junction.

4.10 Once awarded, any substitutions to the products ordered shall be pre-approved by the City prior to delivery.

4.11 Pricing Categories- Fresh or frozen as long as quality and fresh taste is maintained.

A. Appetizers/Frozen Foods B. Beef C. Chicken D. Pork E. Seafood F. Turkey G. Desserts H. Breads I. Vegetables and Fruit J. Dairy Products K. Storeroom Products

The Offerors cost proposal shall be clear and unambiguous. The Quote Form for products shall be completed as instructed.

Acceptable brands for Vegetables and Fruits: Classic grade A, Alliant Premier, US FoodService Blue, All Kitchen Green, Shamrock Gold

- **4.12 Definition of Cost** Costs that are specifically identified in the Offeror's response, and accepted by the Purchasing Department as part of the proposal, will not be compensated under any contract awarded pursuant to this RFP. The City of Grand Junction will not be responsible for any costs or expenses incurred by Offerors responding to this RFP. For the purposes of this RFP and any and all subsequent contracts awarded from the same, the following definitions shall apply:
 - **4.12.1 General**: Offeror's COST shall be defined as: product cost and incoming freight as shown on supplier invoices, billings and/or agreements, less applicable allowances, promotions, rebates, etc. Applicable allowance, promotions, rebates, etc. shall be those granted to all customers in general and to the City of Grand Junction in particular and shall include (but not necessarily limited to): case rate discounts; deviated allowances; bill back invoicing; growth programs; functional discounts; performance base programs; promotional allowances; quantity discounts; trade discounts; and volume discounts. Invoices to the City shall have pricing in effect on the day of delivery.
 - **4.12.2 Percentage Up-charge:** Different percentage up-charges may be quoted for each category of items. Examples: One percentage for Fresh Meats; another percentage for Produce; and another for Dairy. The percentage up-charge quoted shall not extend beyond two decimal places (e.g., 8%, 8.5%, 8.75% are permitted; 8.875%, 8.465%, 8.1677% are not permitted). Offerors must consider any and/or all expenses associated with meeting mandatory requirements and proposed alternatives and desirable in the RFP. All business expenses that the Offeror may have to incur in connection with meeting all mandatory, alternative, and desirable specifications must be factored into this percent up-charge including and not limited to freight charges from the Offerors warehouse to the City of Grand Junction. The Offerors desired profit margin must also

be factored into this percentage up-charge. Percentage up-charge shall not increase for the duration of any and all contracts pursuant to this RFP.

- **4.12.3** Cost: Cost shall not include the "Percentage Up-charge Quote". Cost for this RFP and resultant contract(s) shall be: [Offeror's product cost] plus [Incoming freight to either: Offerors distribution center/warehouse or, for direct shipments from manufacturer/processor, to the ordering entity's point of destination.] less [Applicable allowances, promotions, rebates, etc., identified in "General" above.
- **4.12.4 Cost Verification:** Invoices, bills agreements, etc., may be requested to verify cost. Failure of Offeror to furnish within seven (7) calendar days the requested information / document, or of Offeror's supplier(s) to furnish within seven (7) calendar days verification of invoice(s), may result in cancellation of award.
- **4.12.5 Price:** "Net City of Grand Junction Delivered Price" All prices for the resultant contract shall be net FOB point of destination designated by the ordering entity and shall include:
 - Application of "Percent Up-charge RFP" to cost
 - Inside delivery, if required
 - Delivery on every Monday, Wednesday and Friday, on or before 9:00am.
 - Pricing in effect on the day of delivery
 - Palletized or cart / hand truck delivery as required by the ordering site
 - Use of appropriate vehicles to accommodate site limitations
 - Compliance with all local ordinances and restrictions
 - Billing and payment in U.S. dollars
 - Reporting Capabilities
- **4.13** Products for Evaluation: For the purposes of this RFP evaluation Offeror must submit cost on all products on the Proposal Form. For the items selected for the "market basket" which is specific products listed in the solicitation the Offeror is to document cost as defined in #15 during the two day period of <u>November 8 to November 10th</u> billing period. On the "market basket" items only, backup documentation to verify the "cost" must be submitted with the RFP response. Failure to submit required documentation may result in rejection of the Offeror's response. The City of Grand Junction reserves the right to consider slightly different pack sizes on a prorated basis.
- **4.14 Right to audit** The contractor shall maintain such financial records and other records as may be prescribed by the City of Grand Junction or by applicable federal and state laws, rules, and regulations. The contractor shall retain these records for a period of five years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the City, its designees, or other authorized bodies.

4.15 Tentative Calendar of Events:

Request for Proposals Available: 2004	November 1,
Last Day for Questions	November 12,
2004 Last Day to Submit Proposals	November 16, 2004 at
4:30 pm	
Review and Evaluation of Proposals	Tentatively week of
November 22-30, 2004	
Contract Award	Tentatively
December 13, 2004	

SECTION 5.0: SPECIAL TERMS AND CONDITIONS

- **5.1** Authorization: By order of the City Council of the City of Grand Junction sealed proposals will be received from qualified and experienced purveyors currently engaged in the business of providing food products.
- **5.2 Method of Payment:** Negotiated. City will consider partial payments based on pre-approved milestones for task completion(s).

SECTION 6.0: PROPOSAL FORMAT AND SUBMITTALS

- Respondents are required to indicate their interest in the project, show their specific experience and address their capability to perform the services requested on the schedule provided. The Proposal must contain all of the following information. Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of this RFP; please limit length of proposal information when possible. For the sake of consistent evaluation, please follow the following format (A to I), failure to do so may result in your proposal being considered nonresponsive.
- A. <u>Cover Letter</u>: A cover letter shall be provided which succinctly explains the Food Service Distributor's interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm's principal contact person with City staff and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm.
- **B.** <u>*Qualifications of Key Personnel:*</u> Submit qualifications and/or resumes of all principals who will be involved in completing the Scope of Services (Section 4.0). Please include their experience in performing the required and necessary services.
- C. <u>Firm Experience</u>: Submittals will include a detailed description of the firm's overall capabilities and prior experience in providing the Scope of Services as set forth herein.

- **D.** <u>*References:*</u> Give at least three (3) references for projects of similar size and scope, including at least two references for projects completed during the past two years. Include the name of the organization, a brief summary of the work, and the name and telephone number of a responsible contact person.
- E. Market Basket: **Provide verification documentation of market basket items.**
- F. <u>*Reporting Capability of Food Products:*</u> Identify the type of reporting capabilities available to the City.
- G. Food Category Quote Form: <u>Complete all spreadsheet categories vou are</u> <u>responding to (excel document).</u>
- **H. Additional Data (optional):** Provide any additional information that will aid in evaluation of the Food Service Distributor's qualifications with respect to this project.

SECTION 7.0: PROPOSAL EVALUATION AND SELECTION

- 7.1 **Intent:** Only respondents who meet the qualification criteria will be considered.
- **7.2 Evaluation:** Based on evaluation criteria, the City with the advice of Two Rivers staff will select the Offoror who demonstrates the capability in all aspects to perform the Scope of Services and the integrity and reliability that will ensure good faith performance. The following parameters will be used to evaluate the submittals (in order of priority):
 - Cost
 - Responsiveness of RFP
 - Understanding of the intent and objectives of this Project
 - Necessary resources
 - Required skills
 - Demonstrated capability
 - Demonstrated business integrity

SECTION 8.0: OFFER AND SCHEDULE OF FEES

To: City Buyer City of Grand Junction, CO.

Re: Request for Proposal 674P-04-JH "Convention Center Food Service Distributor"

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal and Food Category Quote attached hereto; as accepted by the City.

OFFEROR:		
BY:		
OFFEROR'S ADDRESS:		
DATE:	TELEPHONE:	_ FAX:

Please return this page with your response to this Request for Proposals.

Attach 13

Purchase of Properties 1007,1025 S. 5th St. and 926, 950 S. 4th Street

CITY COUNCIL AGENDA									
Subject	Ри 95	Purchase of Properties at 1007, 1025 S. 5 th St and 926, 950 S. 4 th St for the Riverside Parkway Project.							
Meeting Date	De	December 15, 2004							
Date Prepared	De	December 9, 2004 File #							
Author	Tre	Trent Prall Riverside Pkwy Project Manager						t Manager	
Presenter Name	Ma	ark Relp	bh		Public V	Vorks and I	Utilit	ties Director	
Report results back to Council	x	No		Yes	When				
Citizen Presentation		Yes X No Name							
Workshop	Х	For	ma	Agend	la	Consent	x	Individual Consideration	

CITY OF GRAND JUNCTION

Summary: The City has entered a contract to purchase the six properties from the William Robert Jarvis Testamentary Trust and Betty Lou, W.R. and Judith Jarvis for the Riverside Parkway Project. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Budget: Sufficient funds exist in the 2004 Riverside Parkway budget to complete the City's due diligence investigations and purchase of this property:

2004 Right-of-Way Budget	\$5,000,000
2004 Right-of-Way Related Expenses to Date:*	\$3,437,584
Costs Related to this Property Purchase:	
Purchase Price	\$373,650
Estimated Moving Costs	\$11,500
Potential Reestablishment Costs	\$30,000
Estimated Closing Costs (\$300 per lot)	\$1,800
Environmental Inspections	\$0
Asbestos Removal	\$0
Demolition (foundation only remains)	\$5,000
Misc environmental cleanup	\$1,000
Total Costs Related to This Request	\$422,950
2004 Remaining Right-of-Way Funds	\$1,139,466
Total Draigat Budgat	\$88,925,000
rotal Project Budget	\$00,0 2 0,000
	<i>\\</i> 00;020;000
Estimated Project Costs: Prelim. Engineering / 1601 Process	\$5,610,000
Estimated Project Costs:	\$5,610,000 \$2,940,000
Estimated Project Costs: Prelim. Engineering / 1601 Process City Admin Expenses / attorney's fees / stipends	\$5,610,000 \$2,940,000 \$5,375,000
Estimated Project Costs: Prelim. Engineering / 1601 Process City Admin Expenses / attorney's fees / stipends Utility relocations / undergrounding / Street Lights	\$5,610,000 \$2,940,000 \$5,375,000 \$55,000,000
Estimated Project Costs: Prelim. Engineering / 1601 Process City Admin Expenses / attorney's fees / stipends Utility relocations / undergrounding / Street Lights Construction	\$5,610,000 \$2,940,000 \$5,375,000 \$55,000,000 \$15,000,000 \$5,000,000
City Admin Expenses / attorney's fees / stipends Utility relocations / undergrounding / Street Lights Construction Right-of-Way & Land Purchases / relocation expenses	\$5,610,000 \$2,940,000 \$5,375,000 \$55,000,000 \$15,000,000

Action Requested/Recommendation: Adopt a Resolution authorizing the purchase of six properties along 4th and 5th Streets from the William Robert Jarvis Testamentary Trust.

Attachments:

1. Proposed Resolution.

Background Information: On November 4, 2003, a majority of the City electorate voted to authorize the City to issue \$80 million in bonds to fund the Riverside Parkway. The authorized funding will expedite the design, property acquisition and construction of this transportation corridor.

These properties are located just west of Highway 50 (5th St) across from the entrance to Van Gundy's. The subject properties contain the following;

Project Parcel	Parcel #	Address	Acres	Ownership
E-4	2945-232-00-004	926 S. 4th St	0.163	Betty Lou, W.R. & Judith Jarvis
E-7	2945-232-00-007	None	0.110	William Robert Jarvis Testamentary Trust
E-8	2945-232-00-008	950 S. 4th St	0.167	William R Jarvis and Trust
E-16	2945-232-01-002	1007 S. 5th St	0.213	William Robert Jarvis Testamentary Trust
E-17	2945-232-01-005	1025 S. 5th St	0.430	William Robert Jarvis Testamentary Trust
E-18	2945-232-01-011	None	0.360	William Robert Jarvis Testamentary Trust
		Total Acres	1.443	

A Phase I Environmental Audit has been completed for the purchase. No special remediation requirements are anticipated.

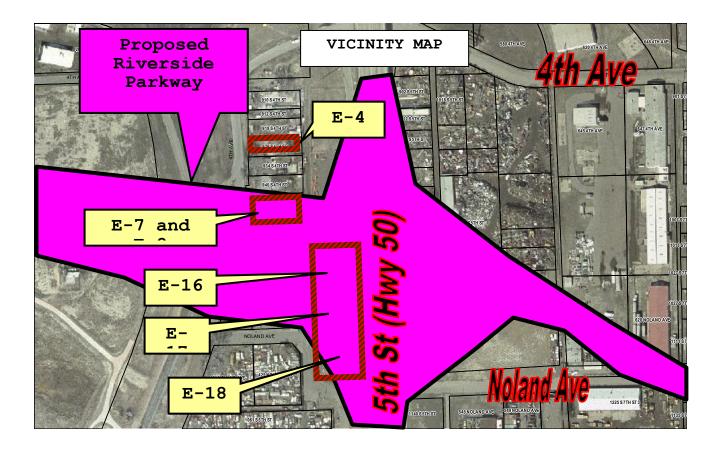
As standard practice the City of Grand Junction completes an appraisal of the real estate to be acquired prior to acquisition. The property owner is encouraged, but not required, to also obtain an appraisal. City staff, as well as the City's real estate consultant HC Peck and Associates, has reviewed the two independently prepared appraisals and believes that the purchase price for the subject property is indicative of the fair market value.

The agreement allows for the owner to remove items stored on the properties prior to March 6, 2005. Therefore City incurred demolition costs should be limited to foundation removal.

The owner has agreed to the estimated relocation and moving benefits totaling \$11,500, however could be increased by \$30,000, per relocation policy, if a new impound lot is developed within the City limits as a replacement to the one that is acquired. The total to be paid to Butch Jarvis is \$385,150. Closing is set for <u>December 17, 2004</u>.

Staff recommends this purchase as it is necessary for the construction of the proposed 5th Street

and Riverside Parkway interchange.



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY FROM WILLIAM ROBERT JARVIS TESTAMENTARY TRUST, BETTY LOU JARVIS, W.R. JARVIS AND JUDITH JARVIS

Recitals.

A. The City of Grand Junction has entered into a contract with **William Robert** Jarvis Testamentary Trust, c/o Butch Jarvis for the purchase by the City of certain real property located within the proposed alignment of the Riverside Parkway. The street address, Mesa County Assessor parcel number and project parcel numbers are as follows:

Project Parcel	Parcel #	Address	Acres	Ownership
E-4	2945-232-00-004	926 S. 4th St	0.163	Betty Lou, W.R. & Judith Jarvis
E-7	2945-232-00-007	None	0.110	William Robert Jarvis Testamentary Trust
E-8	2945-232-00-008	950 S. 4th St	0.167	William R Jarvis and Trust
E-16	2945-232-01-002	1007 S. 5th St	0.213	William Robert Jarvis Testamentary Trust
E-17	2945-232-01-005	1025 S. 5th St	0.430	William Robert Jarvis Testamentary Trust
E-18	2945-232-01-011	None	0.360	William Robert Jarvis Testamentary Trust
		Total Acres	1.443	

B. The purchase contract provides that on or before **December 15, 2004**, the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of said property.

C. Based on the advice and information provided by the City staff, the City Council finds that it is necessary and proper that the City purchase said property.

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

1. The above described property shall be purchased for a price of <u>\$373,650.00</u>. In addition, the City pays a moving and relocation benefit of <u>\$11,500.00</u>. The total acquisition cost is <u>\$385,150.00</u>. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said property which are consistent with the provisions of the negotiated Contract to Buy and Sell Real Estate and this Resolution are hereby ratified, approved and confirmed.

2. Said <u>\$ 385,150.00</u> is authorized to be paid at closing, in exchange for conveyance of the fee simple title to the described property.

3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the purchase of the described property. Specifically, City staff is directed to effectuate this Resolution and the existing Contract to Buy and Sell Real Estate, including the execution and delivery of such certificates and documents as may be necessary or desirable to complete the purchase for the stated price.

PASSED and ADOPTED this _____ day of _____, 2004.

Attest: Council President of the

City Clerk

Attach 14 Public Hearing – Facilities & Construction in City ROW Ordinance

CITY COUNCIL AGENDA											
Subje	ect	Fac	Facilities and Construction in City Rights-of-Way								
Meet	ing Date	De	December 15, 2004								
Date	Prepared	De	cembei	r 9, 2	2004		File #				
Auth	or	Tin	n Moore	Э		Pub	lic V	Norks Manager			
Pres	enter Name	Tin	n Moore	Э		Pub	lic V	Norks Manager			
-	ort results back ouncil	х	No		Yes	Whe	en				
Citizo	en Presentation	Yes No Name									
	Workshop	X Formal Agenda						Consent	Х	Individual Consideration	

CITY OF GRAND JUNCTION

Summary: The proposed ordinance is to aid the City in the long term management of public Rights-of-Way that are used by utility providers. Proper planning of the location and depth of underground utilities will ensure conflicts between utility providers are minimized. Area utility providers including Xcel Energy, Grand Valley Power, Ute Water, local sanitation districts, Clifton Water, Qwest, Bresnan, Grand Valley Drainage District, Grand Valley Water Users, Orchard Mesa Irrigation District, Associated Builders and Contractors and Western Colorado Contractors Association have all received copies of the draft ordinance.

Budget: The net effect will be to require that utilities pay for the actual costs incurred by the City to issue permits, inspect work for the placement of utilities in the ROW, and the compensate the City for delays and increased costs incurred when City capital projects must be delayed or altered to accommodate the infrastructure of other utilities.

Action Requested/Recommendation: That City Council conduct a public hearing and adopt the Facilities and Construction in City Rights-of-Way ordinance on second reading.

Attachments: Ordinance

Background Information: This is the first update of the City's ordinance regulating street cuts and use of the public right of way in many years. It is needed in response to current construction practices of some utility providers, changes in federal law and in the technology of locating and mapping underground facilities. Its purpose is to allow the City to manage street cuts, coordination of utilities and their construction with City capital projects, and give the City modern and accurate information on what utilities are located where. A key provision is that utility providers must now coordinate their construction efforts with the City's, and provide computer-compatible "as builts" of their system, so that the City can incorporate such data into the City's GIS system.

Utility companies including Xcel, Grand Valley Power, Ute Water, area sanitation districts and telecommunication providers have had the opportunity to review and comment on the draft ordinance.

Key Provisions of Ordinance

- Coordination of Construction Activities among all providers
- GIS compatible "as-builts' will be submitted
- Minimize Street Cuts
- Standards for location of new and or replaced utilities
- · Potholing of utilities for design phase of projects
- Systematic method of permitting ROW activities

Ordinance No.

An Ordinance Adopting Regulations Concerning Facilities and Construction in City Rights-of-way

<u>Recitals</u>.

A. Several problems are being addressed by this Ordinance. First, each instance of underground use of the City right-of-way ("ROW") has historically meant cutting the road surface. The best repairs of such cuts still means that until the road is overlaid or rebuilt, the surface cannot be fully restored. Because of such cuts, roads are always more susceptible to water damage and increased maintenance. Roads that have been cut cost more to repair over time and are more inconvenient to City users.

B. Another problem being addressed is the increasing number of entities laying lines and other facilities in City Rights of Way for that utility's or company's purposes. Without an overall plan or method, each placement of facilities, and later repairs, extensions and maintenance of those installations leads to a nearly haphazard, intertwined, both horizontally and vertically, series of pipes, conduits, manholes and similar facilities.

In many cases the City does not know what lines, cables and pipes are located where, neither does any other service or utility provider. The City has developed a sophisticated and very accurate geographical information system ("GIS") over the past decade. The City has invested large sums of money and labor to locate its water, sewer and other facilities on this modern GIS. The City, its citizens, and the various Providers and utilities will all benefit if this GIS can be used to help locate existing facilities, and to plan for the extension of future facilities. This Ordinance will allow this to occur.

C. Even with modern efforts to locate utilities in advance of digging, such as Colorado's underground excavation statute (§9-1.5-101, *et seq.*, C.R.S.), work in City ROW must go slowly, increasing labor and other costs. Deliberate work is necessary because the consequences of damaging the facilities of others in terms of loss of time, customer service and increased costs are so significant. While in such circumstances it may be that no one is "at fault," the public, the utility providers and the City will benefit from accurate information of the vertical and horizontal location of infrastructure, so that such data can be blended into the City's GIS, resulting in a coordinated system of use, repair and additions to infrastructure within City controlled ROW.

D. The City can help all concerned by creating a system that regulates and directs the ever-increasing myriad of cables, pipes, manholes, lines, fibers, conduits, utility boxes, culverts, ditches, canals and many other structures and appurtenances in City streets and alleys. The City, developers, utilities and other providers will save money during the

design phase, during construction, and when excavations are required for routine and emergency repairs.

E. Congress has dictated some rules, the General Assembly has added others, and the City has its own broad powers as a regulator of the health, welfare and safety of its citizens, visitors and ROW. The City's voters have authorized the use of City streets by Public Service Company of Colorado and Grand Valley Power, pursuant to franchises. The voters approved a cable television operator's use of public ROW in 1966 pursuant to a revocable permit. Congress and others have directed, however, that the City cannot require that every provider obtain a franchise, as once was required; however, the City is lawfully authorized to make reasonable regulations that can apply to providers without franchises, so long as the net effect is not to discriminate or unreasonably burden modern telecommunications and similar functions.

This Ordinance adopts these reasonable rules to solve legitimate local health, safety and welfare problems, within the constraints imposed by evolving federal and state laws that preempt, if any, local control of City ROW.

F. The City has the power and authority to provide a systematic method of permitting, standards, cost recovery and coordination, within the limits of any preemptive federal or state laws that may apply. The Council finds that it would be irresponsible not to do so, because our citizens are being injured financially without this Ordinance as are other utilities and providers. Further, a systematic approach protects the City's and the public's infrastructure.

G. It is noted that above-ground facilities within the City ROW are, for the most part, already adequately regulated pursuant to franchises, the Public Utilities Commission and contracts between the affected parties.

H. These rules and regulations will benefit every provider and utility, as well as the City and its citizens, because the overall costs to and time of each will be reduced.

I. Although existing state law requires utilities to locate their facilities, that law and current local practice is such that the owners of such facilities are not willing to routinely locate their facilities at the City's request. Even if such owners do mark the location of their facilities, experience has shown that frequently the information is incomplete or outside the limits of reasonable accuracyte. It is within the City's power and authority to regulate rights of way for the protection of its citizensaccurate.

J. The City incurs significant costs by having to redesign and to relocate during construction when inaccurate information is available. Providers also incur unforeseen costs as a result of incomplete or inaccurate location information. Until information as required herein is readily available to accurately locate, both horizontally and vertically,

all infrastructure, all providers must pothole their infrastructure as described herein.

K. This Ordinance responds to the changing reality of utility providers, especially telecommunications and cable industry entities, both old and new, that desire to lay new facilities in City ROW. There are now so many different utilities, in so many different horizontal and vertical locations, that the City must plan for the years to come so that inter- and intra-state communications, information and similar facets of the modern economy can continue to expand and bring the benefits to this City. An overall plan and systematic way to integrate all these activities, functions and facilities will benefit the City, its citizens, and the Providers and utilities that operate in and have infrastructure that runs under and through the City.

This Ordinance addresses practical concerns regarding the use and work in ROW by all types of providers; including special districts, conservancy districts, telecommunications and existing franchisees. Collectively, these may be known or refereed to as "Providers" or "the Providers"

L. This Ordinance requires that every entity must first give a specified notice before it may operate (replace, modify, relocate, etc.) in any form in City controlled ROW. Each Provider must show its plan for use of the City's ROW; establish a systematic way of identifying and enforcing schedules, impacts, location and other technical standards. It requires that accurate information be provided to the City. It provides a mechanism whereby the entity causing delays and damages to the City is responsible to pay for such delays and to reimburse for such damages so that this City's citizens do not inadvertently subsidize any wrongful or negligent activities of others.

M. The Federal Telecommunications Act of 1996 (47 U.S.C. § 253) makes clear that cities are entitled to be reimbursed for the actual reasonable costs associated with the use of City ROW by utilities and Providers of telecommunications. In addition, various cases around the country, such as the case of *TCG New York, Inc. v. City of White Plains*, 305 F.3d 67 (Second Circuit, 2002), interpret applicable federal law as allowing cities to also receive compensation, equivalent to rent, of up to five percent (5%) per year of a telecommunications provider's annual revenues generated in the cities' limits.

N. The City is not by this Ordinance claiming or imposing a reimbursement, however, future City Council's and the City's voters may choose to receive a reasonable return on the investment in the ROW of the City, as allowed by law and applicable decisions in cases such as TCG v. *White Plains*.

O. The existing franchises between the City and its two power Providers, Grand Valley Power and Public Service Company of Colorado, provide for franchise fees, analogous

to the compensation that may be charged relative to providers of telecommunications and other entities subject to the Telecommunications Act of 1996.

P. The Council determines that it will not require such compensation, nor request voter approval at this time.

Q. This Ordinance is intended to integrate with the City Code, Chapter 38, Article IV. References in this Ordinance to section numbers shall be to Article IV of the Grand Junction Code of Ordinances.

This Ordinance shall not apply to irrigation systems including open ditches, canals, underground pipelines and related facilities associated with a federal water project pursuant to the June 17, 1902 Federal Reclamation Act.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE City of Grand Junction: The following is hereby adopted as an Ordinance of the City, as set forth, and shall be effective as of January 16, 2004. The City Clerk shall codify these provisions as Article IV of Chapter 38 of the City Code.

Sec. 38-201. Definitions.

City Work: Capital projects of the City, or other City digging or excavating in ROW, according to the schedule adopted by the City Manager, notice of which can be obtained at the City Manager's office at City Hall.

Contact Information: Name, title, email address, physical and mailing address and telephone number of each person to whom inquiries and requests for decisions may be directed and who has decision-making authority to bind the Provider, pursuant to this Ordinance. If more than one (1) person must be identified so that the City may locate a contact person at all reasonable times in response to emergencies, the Provider must supply the City Manager with a prioritized list containing contact information for each person on the list.

Construction Plans: The Provider supplied P.E. stamped plans and standards for all Provider work in the ROW. Construction Plans shall be stamped by a professional engineer if required by the Director or 12-25-101 et. seq. C.R.S.

Digging: Means to dig, cut, excavate, move any earth, remove any earth by any means, auger, backfill, bore, ditch, drill, grade, plow-in, pull-in, rip, scrap, trench and/or tunnel.

Dry: Wires, pipes other than wet, cables, fiber optics, electrical lines.

Franchisee: Any Provider that is also a franchisee with terms regarding relocation of such Provider's facilities at the direction of the City, namely Public Service Company of Colorado and Grand Valley Rural Power Lines, Inc.; and a political subdivision of the state of Colorado that is also a Provider, such as Ute Water Conservancy District, Clifton Water District, the Grand Junction Drainage District, Orchard Mesa Sanitation District, Central Grand Valley Sanitation District, or other title 32 districts.

Infrastructure: Includes the wires, pipes (of metal, plastic, pvc or otherwise), valves, connections, conduits, gas lines, water lines, sewer lines, fiber optics, irrigation pipes and canals and conveyancing devices, cable television, and the various connecting junctions and connectors. Infrastructure includes publicly and privately owned and operated facilities. Unless the City Manager finds another reasonable basis, based on an industry standard, to measure or determine a "unit" of a Provider's infrastructure for purposes of determining City costs, or a duty to upgrade, or a duty to replace to meet standards, four hundred (400) feet of length of infrastructure shall constitute one (1) unit or element of infrastructure.

Locate or Locates: Means to establish and in compliance with the Locate Law and the terms of this Ordinance.

New Provider: A person or entity of whatever form who has not previously given notice to the City under this Ordinance, or who has otherwise been made subject to the requirements of a new Provider.

Overall Plan: The Provider's overall map or maps of the City ROW, with explanatory text, indicating which streets, alleys and other ROW the Provider desires to use, and when, to place the Provider's facilities. Explanatory text must describe what specific facilities are proposed and what services the Provider expects to offer to what customers.

P.E.: means a Colorado licensed professional engineer, pursuant to §12-25-101, *et seq.*, C.R.S., or a successor statute.

Pot Hole: To dig or to excavate in order to locate infrastructure or other facility.

Provider: A public utility, a provider of services to the public, a governmental subdivision or another person or entity who has, or desires to have, infrastructure or other pipes in City ROW, including homeowner and similar associations, but excluding service lines for individual structures and open ditches, canals, underground pipelines and other related facilities associated with the Grand Valley Water Users Association and the Orchard Mesa Irrigation District systems.

Replace or Replacing or Replacement: Dig, expose, fix or reconstruct, in whole or part, upgrade, patch or similar activities performed with the goal of gaining use or reuse; except that repairs ordinary to the Provider's work, and routine maintenance, is not within this definition.

Revocable Permit: For this Ordinance only, a revocable permit may be issued by the Director for the reasons set forth in the recitals and legislative history of this Ordinance.

ROW: Streets, alleys, highways, boulevards, avenues, roads, ROW owned or other ROW controlled or owned by the City within the limits of the City.

Service Line: A water or sewer line that connects a business, residence or other structure to the Provider's infrastructure or system.

Unit: A discrete segment of City ROW between intersections, or 400 feet of ROW, as determined by the Director.

Utility Locations: as indicated on Attachment A.

Joint Trench Details: as indicated on Attachment B *Wet:* Water, sanitary sewer, storm sewer, drainage, natural gas and other fluids or gases.

Work: any change to any facility, Infrastructure or portion of any ROW, including digging and excavating and replacements

Section 38-202. Revocable Permits.

(a) If the terms of a voter approved franchise are inconsistent with or conflict with the terms of this Ordinance, the terms of the voter approved franchise shall control. In general the review and permitting provided for by this ordinance is to be accomplished on a project by project basis. In some circumstances a Revocable Permit may be required.

(b) Consistent with the requirements of the Federal Telecommunications Act of 1996, the City Council may approve variations from the terms of this Ordinance, as needed to implement specific technical needs of Providers, in the form of a revocable permit. A Revocable Permit is the term used in and authorized by the City Charter, although it is recognized that the Charter language that ostensibly would allow the Council to terminate such a permit without cause on thirty (30) days notice has been preempted by applicable federal laws, discrimination contrary to the Telecommunications Act of 1996, or regulate the provision of telecommunication services.

(c) A revocable permit, pursuant to the City's charter, ordinarily can only be issued by the City Council. Because the Telecommunications Act of 1996 preempts inconsistent local government provisions, and because quick administrative issuance of a permit or license to a telecommunications Provider would not violate any such preemptive law, the Council determines that the extraordinary step of delegating to the Director the power and duty to issue revocable permits pursuant to this ordinance is mandated by federal law and is hereby authorized.

Section 38-203. Work in Right-of-Way.

(a) It shall be unlawful for any Provider, entity or telecommunications Provider as defined by the Telecommunications Act of 1996, within, under, in, through or on any City owned or controlled ROW within the limits of the City, to replace or dig as defined herein, unless such person is a franchisee, has obtained a revocable permit as described herein, or is certified by Colorado's Public Utilities Commission and unless such replacing or digging is performed in compliance with the provisions of this Ordinance; and

(b) The terms of any permit, franchise and revocable permit, and the engineering standards of the City, including construction testing and inspection, and the other provision of this Ordinance shall apply to each such franchisee, local government, and revocable permittee.

Section 38-204. Notice.

(a) Before beginning work, replacing, digging or making any use of any ROW, a Provider shall give written notice of its proposed work at least fifteen (15) City business days before beginning any such work or digging unless a different customer service standard has been approved and is made applicable by the Colorado Public Utilities Commission.

(b) If due to workload or other considerations, fifteen (15) days is not sufficient to adequately evaluate the notice and address possible impacts on the City or other Providers, the Director may lengthen the advance notice period up to a total of forty-five (45) days.

(c) Advance notice for a new Provider shall be thirty (30) days, unless extended by the Director up to a total of sixty (60) days.

(d) For the notice to be adequate, the Provider shall supply the following information:

(i) For out-of-state Providers and contractors, proof of authority to do business in Colorado;

Proof of Colorado worker's compensation coverage;

The name and street address of the provider, including State, City and area code.

Contact information for the Provider;

(v) The name, address and contact information for each contractor before such person(s) does any work or digs in any ROW;

- (vi) The business telephone number of the president, chief executive officer or other decision-maker of each such Provider and contractor. The Provider or contractor may each designate another individual so long as such designee has the requisite authority to make decisions for the Provider or contractor regarding the matters regulated herein, and if the contact information for such designee is provided:
- (vii) A proposed work plan showing:
 - a. what specific locations and segments of ROW will be effected;
 - b. when each such ROW will be used and effected;
 - c. the location, depth and width of any cuts, digging or other work within the ROW;
 - d. how, if at all, the proposed work or digging will interfere with any City work and how the Provider will mitigate or minimize the interference;
 - e. how warranty work will be secured;
 - f. how the Provider intends to repair or replace any damaged ROW, including any facilities and infrastructure located within the ROW;

(viii) Traffic control plan, as necessary.

(e) The Director shall issue the construction permit. Unless all or a part is prohibited by other applicable law, the Provider shall pay the cost of the permit which shall be equal to the City's reasonable estimate of the actual costs required to process,

issue, review the proposed work, make inspections during the work, perform field and other tests, and generally monitor the activities pursuant to the permit. From time to time, the City Council may adopt a schedule of average actual costs, based on prior experience, which sets the cost of such permits.

(f) If a provider cannot first provide notice and obtain a construction permit due to a bona fide emergency, the provider shall take such "action as is reasonably required" and shall as soon thereafter as practical give oral notice to the Director, and thereafter comply with the requirements of this Ordinance.

Section 38-205. Boring.

It is the City's policy to limit cuts, trenches or excavations in the surface of any ROW. Boring is required unless the applicant can reasonably demonstrate to the Public Works Director that it is impracticable to do so because of cost, emergency, unstable soil, existing utilities or other conditions.

Section 38-206. Performance/Warranty Guarantee for Permits and Insurance.

A performance/warranty guarantee and insurance shall be required for work within the ROW under the same terms and conditions as set forth in §§38-167 and 38-170 as amended herein.

Section 38-207. Provider's Proposed Plans. Director's Review.

(a) No Provider shall begin any work, nor dig within any ROW, nor make any cuts, nor occupy any City ROW unless the Director has accepted in writing the Provider's construction plans which shall comply with adopted City specifications and standards. The specifications and standards of the providers may be found to comply with "adopted City specifications and standards" if substantially equivalent to City standards and if use of the Provider's standards are approved in writing by the Director or pursuant to written agreements between such other Provider and the Director.

(b) At the time of application for a construction permit, a Provider shall deliver three (3) sets of its proposed construction plans for use or digging in any ROW to the Director for the use of the City. Among other benefits such overall plans allow the City to coordinate its work with that of the Provider and other Providers. If the City's workload demands, or if the plans are complex, and if the Provider has not attended and provided the necessary notice and information at the most recent City planning meeting, then the Director may extend the review by giving notice to the Provider of an extended review period not to exceed a total of 60 business days. The scale of such plans shall be not less than one inch (1") equal to forty feet (40').

(c) If the plans are complete and adequate, the Director will be deemed to have accepted the plans unless the Director rejects or requests amendments to the plans within ten (10) City business days by giving notice thereof to the Provider.

(d) If the plans are incomplete and/or inadequate, then the Provider shall make such changes as the Director requires, consistent with this Ordinance and the City's other standards and requirements.

(e) To reject or amend the Provider's plans, the Director shall give notice thereof by sending an email, or facsimile, or by mailing a notice to the Provider. Such notice by the Director is effective upon the earlier of sending the email, facsimile or mailing the notice first class via the U.S. Postal Service, postage pre-paid.

(f) If the Director rejects or amends the proposed plans, in whole or in part, the Provider shall not thereafter do any work in the ROW until the Provider submits plans that the Director does not reject or amend; however, the Director may approve a portion of the plans, and thereafter the Provider may perform a portion of the proposed work in the locations or at such times as the Director directs.

Sec. 38-208. City Planning Meetings.

At least once per calendar year and up to four times per calendar year, the City shall give notice to each Provider, who so requests, of a City sponsored and coordinated meeting among the City and Providers ("City planning meeting(s)"). At the City planning meeting, each Provider that provides the City with copies of proposed projects, scope of work and estimated schedules for the subsequent twelve (12) months, and for future years as available, shall not be required to provide the information, and at the times, required by §§ 7(b), 7(c).

Section 38–209. Infrastructure Standards and "As-Built" Information

(a) From time-to-time, the Director may adopt additional or supplemental standards as Administrative Regulations to which each Provider shall thereafter conform its infrastructure in the City ROW whenever the infrastructure is repaired or replaced.

(b) The Director shall adopt standards regulating the vertical and horizontal placement of Provider infrastructure relative to the City's infrastructure, the facilities of other Providers and other facilities in the ROW. The Director may solicit the public input of Providers and other affected interests when considering such standards.

(c) The City's standard cross section for "wet" & "dry" infrastructure is incorporated by this reference as if fully set forth on the attached detail. All work shall conform withto with City standard cross section, unless the Director has approved a variation proposed by a provider in accordance with §§ 6(a).

(d) For all replacements and new infrastructure installed, the Provider shall deliver "as built" information as required herein to the Director within 60 days of completion of the replacement or infrastructure work.

(e) The Provider shall deliver the as-built information in a format and medium specified by the Director so that the City may incorporate the information into its existing software, programs and GIS.

Sec. 38-210 Oversizing210 Oversizing.

Whenever a Provider's dry infrastructure in the City ROW is dug up, exposed or repaired, including by boring, if the Provider desires to rebury, replace, or install dry infrastructure as the Director determines is reasonable, the Provider shall:

- (i) Either upsize conduit or pipe, or at the election of the City, and if the City provides the pipe or conduit, install separate conduit and,
- (ii) Pay the costs required to rebury, replace or install such infrastructure, in accordance with the City's then adopted standards and requirements so long as the over sizing does not materially alter the Provider's work or the cost of the work. "Materially alter" shall mean 15% or more of the net cost to the Provider. The City may pay the cost of material alterations. .

Sec. 38-211. Joint Use of Provider Infrastructure.

The City may require that a Provider locate and maintain one or more of its dry facilities in a common trench and/or conduit or similar facility in which the infrastructure of other Providers and/or the City is also located. Until the Director adopts different standards regarding the vertical and horizontal separation of facilities, the attached standards, the Standards of the American Waterworks Association and the National Electric Safety Code and Standards shall apply.

Sec. 38-212. City Costs and expenses - Provider Initiated Projects.

(a) Each Provider shall pay to the City the costs and expenses incurred by the City and its officers, officials, employees and agents regarding oversight, inspection, regulation, permitting and related activities ("City Costs").

(b) City Costs include the actual wages, plus benefits, paid by the City for the Work of each City employee and/or agent, including clerical, engineering, management, inspection, enforcement, and similar functions.

(c) City Costs include the expenses and costs for computer-aided design programs, maps, data manipulation and coordination, scheduling software, surveying expenses, copying costs, computer time, and other supplies, materials or products required to implement this Ordinance and to regulate Providers hereunder.

(d) Unless the Director requires a Provider to resurface a part of a unit, portion of a City block or similar segment of ROW disturbed by the Provider, City Costs include the present value of the cost to replace and resurface the damaged asphalt, concrete or other ROW surface.

(e) The Director shall annually establish an aaverage per unit cost which shall be for the calendar year in question, based on bids the City accepted for City projects in the previous one (1) or two (2) calendar years.

Section 38-213. Provider Payments to the City - Collections.

If a Provider fails to pay City Costs, or any other money, fee or compensation required by a City law or regulation, in full within 30 days of the City's mailing a claim therefore, the City is entitled to, in addition to the amount of the claim, interest on all unpaid amounts at the statutory rate, or the City's return on investment, as reported in the City's then current annualized investment portfolio.

Section 38-214. City Required Utility Locates for Design.

(a) To increase the accuracy of project design and avoid conflicts encountered after construction begins, Providers will locate their utilities as required pursuant to §9-1.5-101, C.R.S., *et seq.* ("Locate Law"). The City will pothole the utilities based upon the painted locates provide by the utility owners. If the utility is not located within eighteen inches of the painted locate, the utility owner shall excavate and locate the utility and notice the City who will survey the location. This section does not apply to service lines.

(b) Any Provider who fails to comply with the Director's notice to comply with the Locate Law is responsible and liable for all consequential damages that result from either the failure to comply with the Locate Law or from inaccurate information regarding the vertical and/or horizontal location of such Provider's infrastructure.

(c) Any Provider may avoid claims for such consequential damages pursuant to

this ordinance if such Provider "pot holes" in such locations and to such depths as such Provider determines is needed to provide accurate information to the City regarding the horizontal and vertical location of such Provider's infrastructure in the specified unit(s).

(d) Each Provider that does not accurately locate its infrastructure shall pay the City the costs incurred by the City in changing any design, relocating City infrastructure, and delay and similar costs incurred as a result of inaccurate locates.

(e) A Provider may avoid having to perform locates if it delivers to the City accurate vertical and horizontal information (pot hole data) that is compatible with the City's GIS that establishes the location of such Provider's infrastructure in the unit(s) in question.

Sec. 38-215. Suspension and/or Revocation of a Permit.

A construction or revocable permit authorized under this Ordinance may be void if/when the permittee is not in full compliance with any provision of this Ordinance or other City law.

(a) A permit to dig or excavate under this Ordinance is void if the Provider supplies materially false or deceptive information to the City at any time.

(b) If/when the permittee is in full compliance, the Provider shall give the notice required by section 4 and shall apply for a permit as a new Provider.

(c) The City Manager may order that a Provider immediately cease and desist any further use or work within the City's ROW and suspend any or all permits and previously granted City approvals, at any time based on reasonable grounds to believe that a violation of this Ordinance, or other City rules or specifications has occurred, and the public health, safety or welfare, or the property or rights of another Provider are at substantial risk of irreparable harm.

Sec. 38-216. Security.

(a) If the Provider has violated any provision of this Ordinance within the previous five (5) years, before the Provider is authorized to perform work in the ROW, the City Manager may require that a Provider post a letter of credit or equivalent security in the greater of:

- (i) The dollar value of any damage to the City or other Provider's infrastructure that has occurred in said five (5) year period;
- (ii) The amount of increased costs or price payable to a contractor or similar entity due to the Provider's violation; or

(ii) The amount of gross profit the Provider realized due to the violation.

(b) The City may convert such security to cash and use such cash to pay for any warranty work or to correct any injury or damage caused to the City's infrastructure or property, or other damages, by the Provider's actions or failure to act or to improve the City's infrastructure.

Sect. 38-217. Construction Standards/City Laws.

(a) Each Provider has the duty to see that its work, and that of its contractors, complies with this Ordinance, other adopted City standards and specifications, and other applicable law. Other City adopted standards and requirements include: the Transportation, Engineering and Design Standards; the City's standard contract documents as applicable; the City's ordinances, including the Zoning and Development Code; and the City's Administrative Regulations.

(b) Each Provider has the affirmative duty to comply with the City's construction standards, such as soil density testing of repaired ROW.

Sec. 38-218. Appeal.

During such appeal process, the City Manager has the discretion to allow the Provider to use and/or operate within one (1) or more units, as determined by the City Manager, with conditions as the City Manager deems reasonable, including the posting of reasonable cash or other security, such as a letter of credit.

A Provider may appeal any City or City Manager decision pursuant to this Ordinance to the City Council, as provided below:

Any person, including any officer or agent of the City, aggrieved or claimed to be aggrieved by a final action of the Director on an administrative development permit, may request an appeal of the action in accordance with the following:

- 1. **Application and Review Procedures.** Requests for an appeal shall be submitted to the Director in accordance with the following:
 - a. Application Materials. The appellant shall provide a written request that explains the rationale of the appeal based on the criteria provided herein.
 - b. Notice to Applicant. If the appellant is not the applicant, the Director, within five (5) working days of receipt of the request for appeal, shall notify the applicant of the request and the applicant shall have ten (10) working days to provide a written response.

- c. Preparation of the Record. The Director shall compile all material made a part of the record of the Director's action. As may be requested by the City Council, the Director also may provide a written report.
- d. Notice. No notice of the appeal is required.
- e. Conduct of Hearing. The City Council shall hold an evidentiary hearing to determine whether the Director's action is in accordance with the criteria provided stated below at 2. Approval Criteria. The City Council may limit testimony and other evidence to that contained in the record at the time the Director took final action or place other limits on testimony and evidence as it deems appropriate.
- 2. **Approval Criteria.** In granting an appeal of an administrative development permit, the City Council shall find that the Director:
 - a. acted in a manner inconsistent with the provisions of this Code or other applicable local, state of federal law; or
 - b. made erroneous findings of fact based on the evidence in the record; or
 - c. failed to fully consider mitigating measures or revisions offered by the applicant; or
 - d. acted arbitrarily, acted capriciously and/or abused his discretion.

Sec. 38-219. Administrative Regulations.

The City Manager may implement this Ordinance by adopting Administrative Regulations. An implementing administrative regulation may be appealed to the City Council, as provided in the City Zoning Code, § 2.18 (C)(3).

Sec. 38-220. Severability.

If a court of competent jurisdiction declares one (1) or more provision(s) or terms of this Ordinance to be unenforceable or unconstitutional, the rest of the provisions and terms shall be severed therefore and shall remain enforceable.

Sec. 38-221. Civil Remedies.

If any person or Provider violates any order of the Director, a hearing board or the Council, or otherwise fails to comply with the provisions of this Ordinance, the

provisions and remedies provided for in section 38-69 (b) of the City Code shall apply and shall be available to the City.

Sec. 38-222. Violations.

(a) The provisions of Chapter 1 of the City Code apply to any violation hereof.

(b) It is a violation of this Ordinance if a Provider misrepresents any fact in any information provided to the City, to the City Manager, or the Director's employees or agents.

(c) A Provider violates this Ordinance if the contact person of such Provider, or the Provider, fails to amend or update the information and documentation supplied to the City pursuant to this Ordinance within 60 days of any change, error, mistake or misstatement.

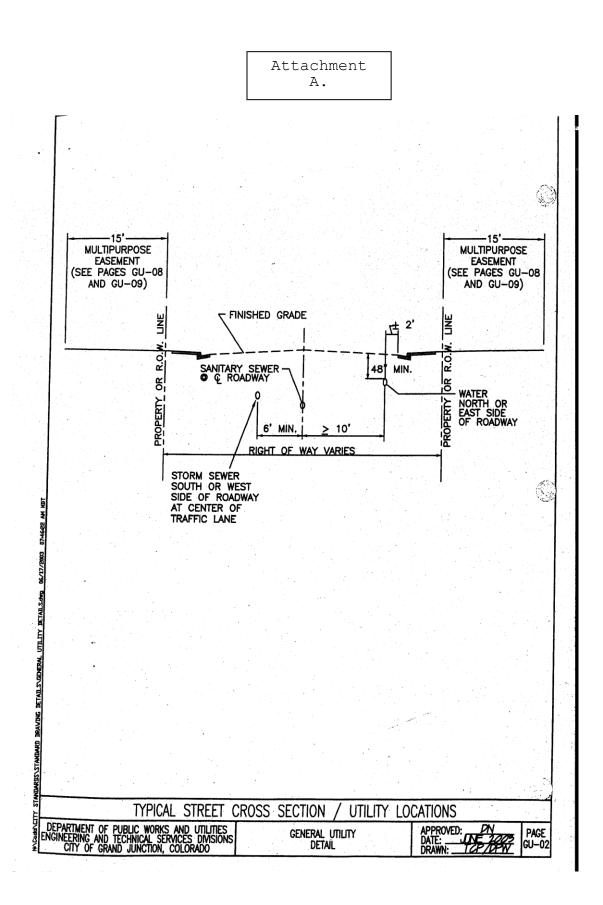
INTRODUCED for FIRST READING and PUBLICATION this 3rd day of November, 2004

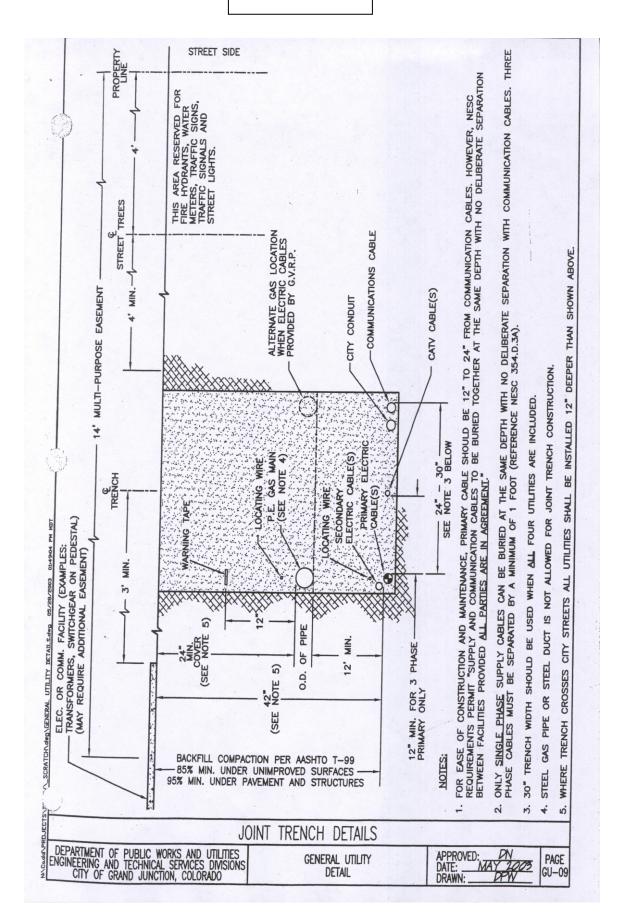
PASSED on SECOND READING this _____ day of _____, 2004.

ATTEST:

City Clerk

President of City Council





Attachment B

Attach 15

Regulating Newsboxes in the Downtown

CITY COUNCIL AGENDA										
Subject	Re	Regulating Newsboxes in the Downtown								
Meeting Date	De	December 15, 2004								
Date Prepared	De	December 9, 2004 File #								
Author	На	Harold Stalf				Executive Director, DDA				
Presenter Name	На	Harold Stalf			Executive Director, DDA					
Report results back to Council	x	x No Yes			Whe	en				
Citizen Presentation		Yes X No			Nam	ne				
Workshop	X	X Formal Agenda			a		Consent	Х	Individual Consideration	

CITY OF GRAND JUNCTION

Summary: The number of newsboxes that have been placed downtown has proliferated in recent months. The legitimate newsboxes have been augmented by commercial advertising pieces resulting in as many as 15 boxes in several locations. This ordinance has been developed to address the issue in a manner common to other communities in Colorado by developing a bank of racks that will be made available for lease to legitimate newspapers. The goal is to clean up the visual pollution resulting from this rapid spread of boxes and tidying up the appearance of downtown.

Budget: After further discussion with the various newspapers, the ordinance has been changed to require the vendors to purchase, install and maintain their own equipment in compliance with this ordinance.

Action Requested/Recommendation: Approval of ordinance and policy of limiting boxes in the downtown area to approved locations with standardized equipment.

Attachments: Ordinance.

Background Information: The newsboxes ordinance has undergone some modifications prior to being presented to City Council on second reading.

Most importantly, the premise that the DDA will own the boxes and lease them to the various entities has changed and the papers will actually purchase, install and maintain the racks on pedestals installed by the City/DDA. They must comply by the standards in the Ordinance which designate a specific style and model of rack, as well as color, etc. The location of the racks will be where the current clusters are located, and will be limited.

Secondly, the original draft called for a common box to be supplied by the DDA to accommodate free advertising/flyer type materials. This has been removed and if any of these pieces wish to be included they must purchase their own boxes, just as the traditional newspapers.

Finally, the color for the racks will be "Chicago Blue" which is a fairly dark metalic blue. Informational meetings have been held with representatives of The Daily Sentinel, Free Press, Denver Newspaper Agency (Post & News), USA Today and the Wall Street Journal. ORDINANCE NO.

AN ORDINANCE AMENDING PART OF CHAPTER 32 OF THE CITY OF GRAND JUNCTION CODE OF ORDINANCES RELATING TO COMMERCIAL ACTIVITIES IN THE DOWNTOWN AND AUTHORIZING PUBLICATION IN PAMPHLET FORM

Recitals.

Newspaper distribution machines (often called newspaper vending machines or news boxes) on or adjacent to public sidewalks are a valuable method of distributing news and other information to the public; however, they constitute an obstruction on public property and their often indiscriminate location on sidewalks and elsewhere can obstruct pedestrians and other users of the sidewalk. Newspaper vending machines can be unsightly and can distract drivers. Furthermore, commercial activities should not claim a right to physical occupation of the public sidewalk by proprietary structures in an unregulated manner. Even public utilities which have a high degree of autonomy from local regulation still must not interfere with the primary functions of the streets and sidewalks for which they have easements.

In accordance with Chapter 32 of the Grand Junction Code of Ordinances the Downtown Development Authority ("DDA") has been delegated authority over commercial activities occurring on the Downtown Shopping Park on Main Street. Because of the serpentine street, the trees, flowers and planters, sidewalk dining and other frequent use of downtown for special events, the DDA has determined that the form, placement and other regulation of publication distribution machines in Downtown is an important and necessary step. This ordinance will serve to cause publication distribution vending machines to be consolidated into news box banks placed in a few orderly and carefully chosen locations which will cause a balance to be struck between the competing needs of Main Street uses and those who would serve them with publications. The continued vitality of the City's downtown area has made downtown sidewalks increasingly congested, and thus, attractive locations for those who wish to disseminate information. There are many instances where the unregulated placement of these machines, whether individually or grouped together have interfered with access to fire hydrants and parking meters, blocked access from vehicle parking to the sidewalk, interfered with bus stops, obstructed views in the corner sight triangle and added to the difficulties that persons with mobility problems face in navigating the sidewalk and sidewalks. Further, significant portions of the downtown are undergoing historic renovation and the unregulated placement and appearance of proprietary publication distribution machines interferes with the historic appearance of the area.

Because of the tipping danger, wind, vandalism and other forces that tend to move news boxes and other racks and devices serving a similar function in the distribution of publications, news boxes shall be required to be consolidated into news box banks and firmly affixed to the ground and have a suitable cover so that the materials are not scattered about. Permanent installation requires

Accordingly, this ordinance is intended to regulate the design and placement of publication distribution machines within the sidewalk right-of-way in the downtown commercial area of the City. Because the amount of space which can be devoted to

these machines is limited and thus of necessity, a method of allocating that space must be devised. The City will ownership to allocate fairly the responsibilities and privileges to users of the right-of-way.

The City Council has carefully considered what the best method of allocating public property for publication distribution machines might be and has determined that the "news box bank" method best fits the circumstances of the downtown area, supplemented as needed with additional boxes with multiple spaces for publications which are free and generally physically smaller.

The City Council has determined that additional boxes should be used in order to accommodate free publications similarly to individual news box space.

The City Council has further determined that, at present, the problems caused by unregulated news boxes are most prevalent in the commercial area of downtown which for purposes of this ordinance has been defined as the boundary of the DDA.

The Council intends by its adoption of this ordinance and accordingly directs the DDA in its implementation of this ordinance, to avoid doing anything which could be construed as censorship of the content of the publications placed in news boxes or of vesting standardless or unreviewable discretion in any public official which could be used to affect the content of the publications that appear in these newspaper publication distribution machines or otherwise interfere with rights guaranteed under the First Amendment. This ordinance and any other provisions of the Code shall be interpreted so as to avoid any such unconstitutional application or effect.

Chapter 32, Section 62 is amended by the addition of the following definitions.

As used in this ordinance the following terms have the following meanings unless the context requires otherwise:

"Director" means the executive director of the Grand Junction Downtown Development Authority (DDA).

"Lease" means the Lease between the DDA and a publisher for the installation of a news box on a news box bank pedestal.

"News box" or "space" means one space unit in a news box bank, which unit is owned by a publisher, and affixed to a space on a news box bank pedestal designed to hold newspapers or other publications and protect them from the elements, which materials may be obtained by opening a door, whether after depositing money in a device which unlocks the door or without payment by the customer, depending on the marketing of fee, if any, for the publication. Where the context requires, news box also means a space in a joint use news box and is used to indicate rights and responsibilities which are common to lessees of either type of space.

"News box bank" or "bank" means a structure, the location of which is determined by the DDA, consisting of numerous news boxes and a news box bank pedestal.

"News box bank pedestal" or "pedestal" means the leg(s) and base upon which news boxes may be installed, which is owned by the DDA and affixed to the ground. The DDA requires publishers to lease space on news box bank pedestals. a structure or group of structures placed or constructed in locations directed by the DDA, firmly affixed to the ground with compartments which serve as a number of separate news boxes.

"Proprietary Publication distribution machine" means such a machine used to distribute publications which is placed or maintained on the public right-of-way within the Downtown Shopping Park (DDA boundary) by a person other than the DDA. Where prohibited, the term refers to the machine without regard for whether the publication contained in the machine is a "publication" within the meaning of this section or even whether there is any printed or other material within the machine, or the cost, if any, of any printed or other material within the machine. the publication.

"Publication" means a periodical which:

(a) Is published at least four times a year in different issues with sufficiently different content or format so that each issue can be readily distinguished from previous or subsequent issues; and

(b) Is formed of printed sheets. The sheets may be die cut or deckle-edged, and may be made of paper, cellophane, foil or other similar materials.¹

"Publisher" means the person who pays to have to have a publication printed or otherwise causes a publication to be printed or otherwise reproduced.

"Right-of-Way" means a public street from property line to property line and includes public alleys, paths and/or breezeways. It also includes an easement or other right which the City has acquired from the property owner for the purpose of locating news boxes-banks.

"Space" means the area of a news box bank which a publishers leases from the DDA for the placement of its news box.

Sections 32-72 et. seq. are created to read as follows.

32-72 Location of News Box Banks.

(a) The City Council, in accordance with the authority given to the DDA for the administration of commercial activities in the downtown authorizes the Director of the

¹ The requirements in this part of the definition are drawn from the United States Postal Service manual part of regulations which distinguish publications which are eligible for special mailing rates from those which are not. A deckle edge is a rough, untrimmed edge.

DDA to survey the area within and the periphery of the Downtown Shopping Park to determine the locations of existing proprietary newspaper publication distribution machines, the locations which are suitable for news box banks and the appropriate type of the news box banks to be used, including size, model and color. The Director of the DDA shall use in evaluating each location and type of news box bank criteria which include but shall not be limited to a determination of the effect on pedestrian and emergency access on, to and from streets and sidewalks, and public transportation, required maintenance of public facility infrastructure, vehicular safety and the effect of the location, mass and bulk of news box banks on the streetscape, aesthetics of each block and specifically the Director shall consider sidewalk width, sidewalk dining, parking (parking meter) access, including access by persons with disabilities, access to bicycle parking, access to fire hydrants, access to bus stops, access to benches and trash receptacles, maintenance access to street trees, planters, utility and signal poles, access generally from the street to the sidewalk and the sidewalk to the street, blocking of views at intersections, alleys and driveways, distance from intersections and driveways and alleys, distance from buildings and the visibility of public art. The Director shall determine the appropriate location for news box banks on each block after taking into consideration the current location and number of proprietary newspaper vending publication distribution machines.

(b) The Council has, after holding a public hearing, considered the determinations of the Director as to the locations of news box banks and examples of types of news box banks which may be used. City Council hereby ratifies the locations and adopts this ordinance including Appendix A as reasonable place and manner regulations of news box banks-locations.

(c) Future news box bank type(s) and location(s) may be determined by the Director.

(d) Should any news box bank require temporary or permanent removal because of construction or reconfiguration of streets, sidewalks or other portions of the right-of-way, the Director is directed to provide a replacement(s) location if the removal is reasonably expected to exceed 30 days, located as conveniently to the removed bank as is reasonably practical.

(e) If a Leases for installed a news boxes or slots in joint news boxes expires and no applicant enters into a new Lease, or any payment due under a Lease becomes delinquent, the Director may remove the unused box, boxes or bank. If a satisfactory application is received which could be satisfied served by a removed news box, the Director shall may allow reinstallation of the removed box as promptly as is practical.

32-73 Installation of News Box Banks.

(a) The Director shall install news box banks or pedestals as funds are appropriated for the purpose so that owners of the existing proprietary publication distribution machines can be removed the machines. The Director shall install news box banks or pedestals on a per location basis and no owner of an existing proprietary publication distribution machine within that location shall fail to remove it within fourteen calendar days thereafter. Any proprietary publication distribution machine within the right-of-way at that location is declared to be a public nuisance and may be summarily removed by

the Director. The Director shall require full payment by the owner of the reasonable cost of removal and storage of the machine, plus fifteen percent for administration, before releasing the machine.

(b) The Director shall install sufficient news box bank pedestals to accommodate each publisher that enters into a Lease as provided in this ordinance

(c) When installing news box bank pedestals the Director shall consult with the City Manager and shall in addition follow these standards:

- (1) The linear footage of banks on any block shall not exceed five (5) percent of the linear footage of the block, measured from the property lines at each end of the block.
- (2) No bank shall be longer than ten (10) linear feet.
- (3) Except where vehicle parking or stopping is prohibited, no bank shall be installed within three (3) feet of the vertical face of the curb or of any other designated parking space or loading zone. No bank shall be installed so that the face of any box which opens is less than two (2) feet from the vertical face of the curb.
- (4) No bank shall be closer than five (5) feet to a fire hydrant.
- (5) No bank shall be closer than five (5) feet to a bus stop sign and no bank shall be installed in such a way as to interfere with access to buses at designated bus stops.
- (6) No bank shall be closer than five (5) feet from a crosswalk.
- (7) No bank shall be installed on or over a tree grate.
- (8) No bank shall be closer than three (3) feet from any existing structure.
- (9) No bank shall intrude into the intersection, alley, and driveway sight triangles.

32-74 News Box Use.

(a) On and after April 1, 2005, no person shall distribute any publication or other material install, use or maintain any proprietary publication distribution machine or similar device on the public right-of-way within the boundaries of the DDA other than in accordance with this ordinance in a news box affixed to a news box bank pedestal, provided by the DDA.

(b) Spaces on news box bank pedestals are non-exclusive and are available for use by Lease as provided in this ordinance. Such Leases shall be governed by the provisions of this ordinance and without reference to principles of landlord-tenant law.

(c) A Lease for, or to place, an individual news box, a double sized slot in a joint use news box or a single slot in a joint use news box may be available to any publisher that desires to place that publisher's publication news box in accordance with a location and other terms of this ordinance. A Lease is available for any particular publication for only one space in each of the banks within the regulated area and, unless otherwise allowed by the DDA, only one publication may be placed within a space. In order to be eligible for a Lease, the applicant must be the publisher of the publication placed within a space news box or an agent of the publisher. Where the applicant is an agent, the applicant shall so indicate and the Lease shall be valid only for the publication(s) of such publisher and may not be assigned or transferred.

(d) Lessees are required to purchase and install their own boxes designed to accommodate lessees' publications. The Lease shall specify the type, location and other terms of attachment of the box to the news box bank pedestal.

(e) The lessee shall place a compatible news box at the lessee's sole expense only as authorized by Lease with the DDA.

(f) The lessee shall not place anything on the exterior of the news box other than its individual logo and the City and/or Downtown Partnership logo(s) or other identifying wording and/or contact information.

(g) If the box allows, the user may place a copy of the publication found in the box vertically inside the face plate so that it is visible but may not place anything other than such publication in that location.

(h) The Director shall not permit the placing of any other advertising on the outside of the news box banks. The City Manager may use any side of a news box bank other than the front face (where access to the publications is gained), at no cost, for designs or graphics designed to enhance the identity of the City or as a location for a directory or map showing where public and/or private services may be found. This exception shall not be construed to permit the City Manager to place or permit paid advertisements nor to cause the boxes or banks to become any kind of public forum for the purposes of exercising free speech.

32-75 Obligations of Users.

(a) A news box lessee shall control and maintain the news box, all mechanical workings of the individual news box, including, without limitation, the window and face plate, the coin mechanism, the coin tray and the lock, if any.

(b) The news box lessee may supply and affix its logo to its leased individual news box. The identifying picture or wording shall be no larger than two inches high by fourteen inches wide for an individual news box. The identification shall be white text on a black background and shall be attached by self-stick tape on the front of the box.

(c) The Director may revoke a news box Lease when the machine is not stocked with the lessee's publication for a period of thirty days or if the user has failed to maintain the news box for thirty days, or if any payment due under the Lease is delinquent. The Director shall not revoke a Lease without notice to the user and an opportunity for a hearing. One seven-day opportunity to cure shall be extended in any calendar year prior to revocation.

32-76 Term, Expiration and Revocation.

(a) A news box bank pedestal Lease is valid for one calendar year unless prepaid in which case the Lease shall be valid for up to three (3) years. A news box bank

pedestal Lease expires if not renewed before expiration. Except for emergencies, unanticipated construction, changes in the location of benches and/or transit stops and other situations in which relocation is necessary in the public interest, Lease locations shall not be changed by the DDA during any calendar year but with notice on or before renewal a lessee(s) may be relocated during the following calendar year.

(b) A Lease may be prepaid for up to three years in advance, in which case no application for renewal shall be required during such period. If a lessee surrenders a Lease to the DDA in writing, the Director shall refund the unused prepayment pro rata based on the number of whole calendar years remaining.

(c) No Lease may be assigned or transferred except incidental to the sale of the publication from one publisher to another and no lessee shall be deemed to possess any equity in the Lease, although an existing lessee has priority in renewing. It shall be grounds for revocation of the Lease for any lessee to attempt profit from the scarcity of sites for news boxes. No refund shall be made if a Lease is revoked or expires.

(d) Upon denial of renewal of a Lease, revocation or expiration for failure to renew, the Director may remove the news box(es), the contents thereof and may hold the same including the money therein, as abandoned property and issue a new Lease to another publisher.

32-77 Priority and Transition.

(a) News box bank pedestal Leases, other than renewals, are available on a firstcome, first served basis based on date of receipt of the application during normal business hours at the DDA offices. The priority between any applications received by the Director on the same day shall be determined by lot.

(b) If no space on a news box bank pedestal satisfactory to the applicant is available, the applicant shall be placed on a waiting list and shall pay a waiting list fee. The Director shall structure the waiting list so that it is for a specific location.

32-78 Inapplicability of Other Code Sections.

Given the First Amendment implications of this ordinance, the Zoning and Development Code and Section 127 of the Charter concerning Revocable Permits shall not have applicability to the installation and administration of news boxes by the Director pursuant to this ordinance.

32-63 is amended by the addition of the following.

(a) The fees for use of news boxes are Lease fees shall be set to cover the DDA's administrative costs, the capital costs and installation cost for the structures, and the annual maintenance cost. Leases are not for profit of the DDA or the City.

(b) The capital and installation costs are figured based on an amortization schedule determined by the Director and may be adjusted, based on replacement cost and to accrue a fund therefor and to reflect actual installation costs.

(c) The maintenance cost will be set based on actual cost for the previous year of operation (the maintenance cost component is estimated for the first year of operation), based on a projection at the time the fees are set and adjusted up or down depending on whether the maintenance fund has a shortfall or a surplus. The administrative costs are based, initially, on the DDA's experience with commercial activity permit administration and may be adjusted in future years.

(d) The fee for a news box bank pedestal Lease fees shall be specified annually by the DDA Board and must be submitted with the application for a Lease or renewal of a Lease if space on a news box bank pedestal installation of a news box is immediately available at a location desired by the applicant. If not available, the applicant shall pay the waiting list fee. An applicant on a waiting list that is notified of availability shall pay the annual Lease fee within ten days of the date of mailing by first class mail. The waiting list fee does not reduce the Lease fee.

All other provisions of Chapter 32 shall remain in full force and effect.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM ON THE 17TH DAY OF NOVEMBER 2004.

PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM ON ______DAY OF _____, 2004.

Bruce Hill President of the Council

Attest:

Stephanie Tuin City Clerk

APPENDIX A, Page 1 NEWS BOX BANK LOCATIONS

News Box Banks are proposed to be in approximately the same locations as publication distribution machines shown on pages 2 through 7 of this Appendix APPENDIX A, Page 2 U.S. POST OFFICE LOCATION at the southwest corner of the intersection of 4th Street and White Avenue (photo is facing west)



APPENDIX A, Page 3 CRYSTAL CAFÉ LOCATION 314 Main Street (photo is facing east)



Appendix A, Page 4 ROCKSLIDE LOCATION at the northeast corner of the intersection of 4th and Main Streets (photo is facing east)



Appendix A, Page 5 MAIN STREET CAFÉ LOCATION 504 Main Street (photo is facing north)



Appendix A, Page 6 MAIN STREET BAGELS LOCATION

at the southwest corner of the intersection of 6th and Main Streets (photo is facing northwest)



Appendix A, Page 7 TALLEY'S LOCATION 623 Main Street (photo is facing west)



Appendix A, Page 8 Example of News Box Bank



Attach 16

Schedule a Date to Consider an Appeal for Denial of a Variance Request Located at 2488 Industrial Blvd Nextel West

CITY COUNCIL AGENDA								
Subject	reg	Setting a Hearing to appeal a Planning Commission decision regarding the denial of a variance request – 2488 Industrial Blvd – Nextel West						
Meeting Date	De	December 15, 2004						
Date Prepared	No	November 23, 2004				File #CUP-2004-097		
Author	Ro	Ronnie Edwards			Associate Planner			
Presenter Name	Ronnie Edwards			rds	Associate Planner			
Report results back to Council	Х	No	Yes Wh		When			
Citizen Presentation	Yes X No		Name					
Workshop	Х	X Formal Agend		a	Consent	x	Individual Consideration	

CITY COUNCIL AGENDA CITY OF GRAND JUNCTION

Summary: The applicant, Nextel West Communications, wishes to set a hearing date to appeal the Planning Commission's decision regarding denial of their variance request of the Zoning and Development Code's requirement of the 2:1 ratio setback for a cell tower from non-residentially zoned property. Per Section 2.18.E.4.g of the Zoning and Development Code, the appeal shall be scheduled within forty-five calendar days of receipt of the appeal, which was received November 17, 2004. The City Council shall hold a hearing and render a decision within thirty calendar days.

Budget: N/A

Action Requested/Recommendation: Set a hearing date of January 5, 2005.

Attachments: None

Attach 17 Public Hearing – Reece Ice Skating Inc. Annex Located at 2499 River Road

CITY COUNCIL AGENDA								
Subject	Reece/Ice Skating Inc. Annexation located along the Colorado River at 2499 River Road							
Meeting Date	December 15, 2004							
Date Prepared	December 6, 2004 File #ANX-2004-240				004-240			
Author	Scott D. Peterson Assoc			Associa	ate Planner			
Presenter Name	Scott D. Peterson Asso			Associa	siate Planner			
Report results back to Council	x	No	lo Yes When					
Citizen Presentation	Yes X No Name							
Workshop	х	X Formal Agenda		а	Consent	x	Individual Consideration	

CITY OF GRAND JUNCTION

Summary: Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Reece/Ice Skating Inc. Annexation, located at 2499 River Road. The 75.3 acre annexation consists of three (3) parcels of Unplatted land located along the Colorado River. The applicant's intent is to annex the properties and then donate 26.6 acres of the overall 75.3 acres to Ice Skating Inc.

Budget: N/A

Action Requested/Recommendation: Public hearing on the Reece/Ice Skating Inc. Annexation and acceptance of the petition. Approve resolution accepting a petition for annexation and approve Second Reading of the Annexation Ordinance.

Background Information: See attached Staff Report/Background Information

Attachments:

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

STAFF REPORT / BACKGROUND INFORMATION							
Location:		Along the Colorado River – 2499 River Road					
Applicants:		Dale	Dale Reece, etal, Owners				
Existing Land Use:		Vacant land along Colorado River					
Proposed Land Use:		26.6 acres of the 75.3 acres to be donated to Ice Skating Inc. in the development of their site					
	North	Color	ado River				
Surrounding Land	South	Single-Family Residential & Colorado River					
Use:	East	Vacant land – Future home of Ice Skating Inc.					
	West	Colorado River					
Existing Zoning:		RSF-R, Residential Single Family – Rural (County)					
Proposed Zoning:		CSR, Community Services & Recreation					
North		CSR, Community Services & Recreation (City) & RSF-R, Residential Single Family – Rural (County)					
Zoning:	South	RSF-R, Residential Single Family – Rural (County)					
	East	CSR, Community Services & Recreation					
	West	CSR, Community Services & Recreation					
Growth Plan Design	Growth Plan Designation:		Conservation				
Zoning within density range?		N/A	Yes		No		

Staff Analysis:

ANNEXATION:

This annexation area consists of 75.3 acres of land and is comprised of three (3) Unplatted parcels located along the Colorado River. The property owners have requested annexation into the City in order to donate one (1) of their three (3) properties to Ice Skating Inc. A Subdivision Plat will be reviewed at a later date with the development of the Ice Skating Inc. site. The proposed annexation will also inadvertently enclave two (2) properties to the north of the annexation which under the requirements of the Persigo Agreement with Mesa County requires the City to annex those properties after three (3) years but before five (5) years from being enclaved.

Under the 1998, Persigo Agreement all new development activities and rezones require annexation and processing in the City.

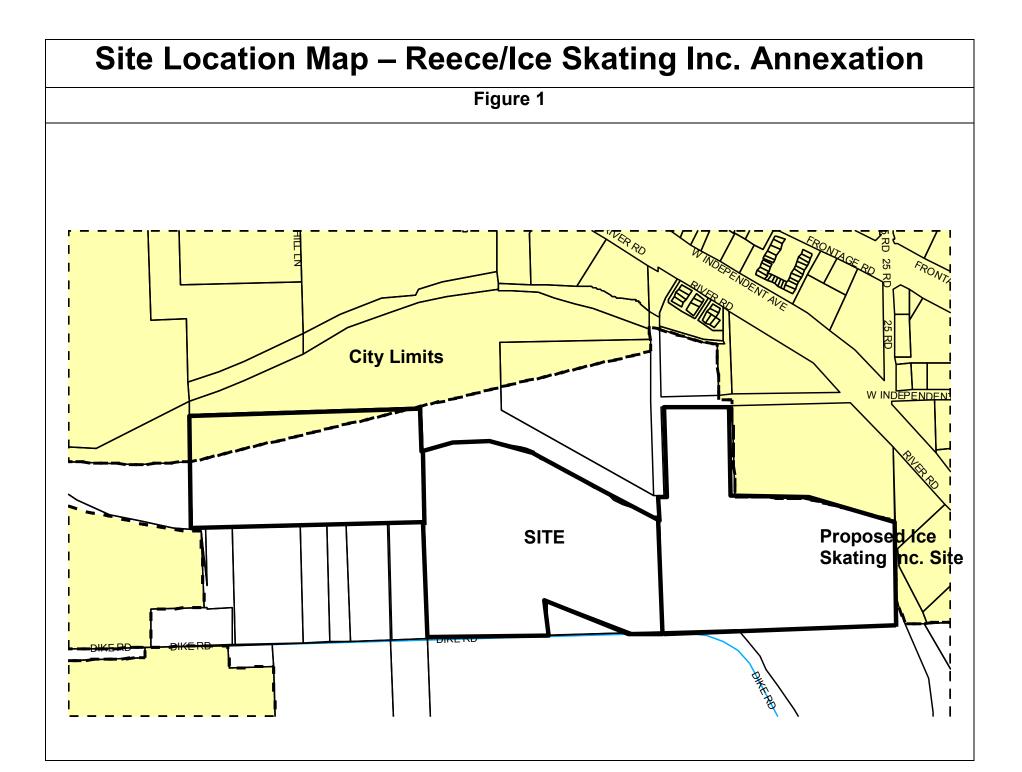
It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Reece/Ice Skating Inc. Annexation is eligible to be annexed because of compliance with the following:

- 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.

ANNEXATION SCHEDULE						
November 3, 2004	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use					
November 9, 2004	Planning Commission considers Zone of Annexation					
December 1, 2004	Introduction Of A Proposed Ordinance on Zoning by City Council					
December 15, 2004	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council					
January 16, 2005	Effective date of Annexation and Zoning					

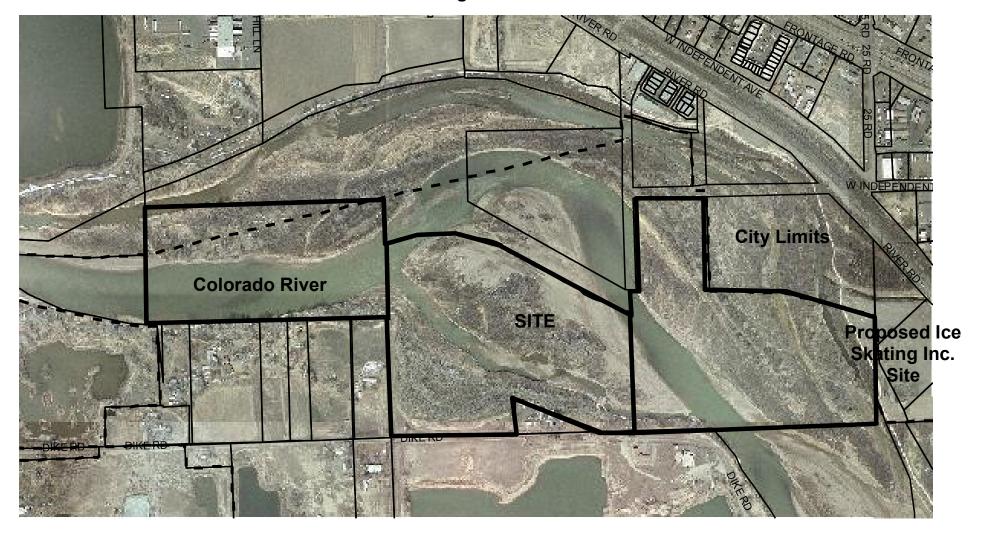
The following annexation and zoning schedule is being proposed.

REECE	/ICE SKATING INC.	ANNEXATION SUMMARY				
File Number:		ANX-2004-240				
Location:		Along the Colorado River – 2499 River Road				
Tax ID Number:		2945-093-00-144; 2945-094-00-102 & 2945-094-00-066				
Parcels:		Three (3)				
Estimated Population	on:	0				
# of Parcels (owner	occupied):	N/A				
# of Dwelling Units:		N/A				
Acres land annexed	1:	75.3				
Developable Acres	Remaining:	1				
Right-of-way in Anr	nexation:	N/A				
Previous County Zo	oning:	RSF-R, Residential Single Family – Rural				
Proposed City Zoni	ng:	CSR, Community Services & Recreation				
Current Land Use:		Vacant land along Colorado River				
Future Land Use:		Conservation				
Maharan	Assessed:	\$870				
Values:	Actual:	\$3,000				
Census Tract:		1401				
Address Ranges:		None				
	Water:	Ute Water				
Special Districts:	Sewer:	City of Grand Junction				
	Fire:	Grand Junction Rural				
	Irrigation/ Drainage:	Grand Junction Drainage				
	School:	School District 51				
	Pest:	Redlands Mosquito Control				



Aerial Photo Map – Reece/Ice Skating Inc. Annexation

Figure 2



Future Land Use Map – Reece/Ice Skating Inc. Annexation

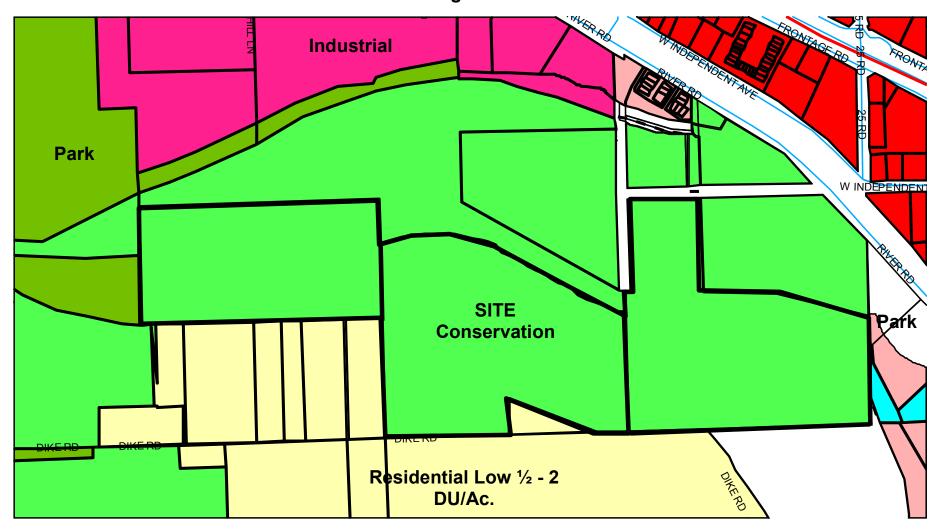
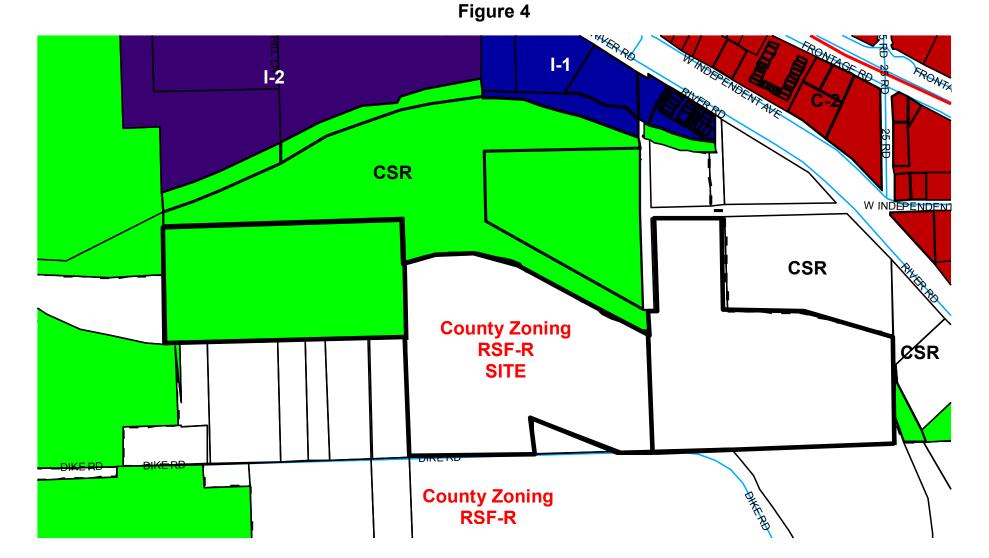
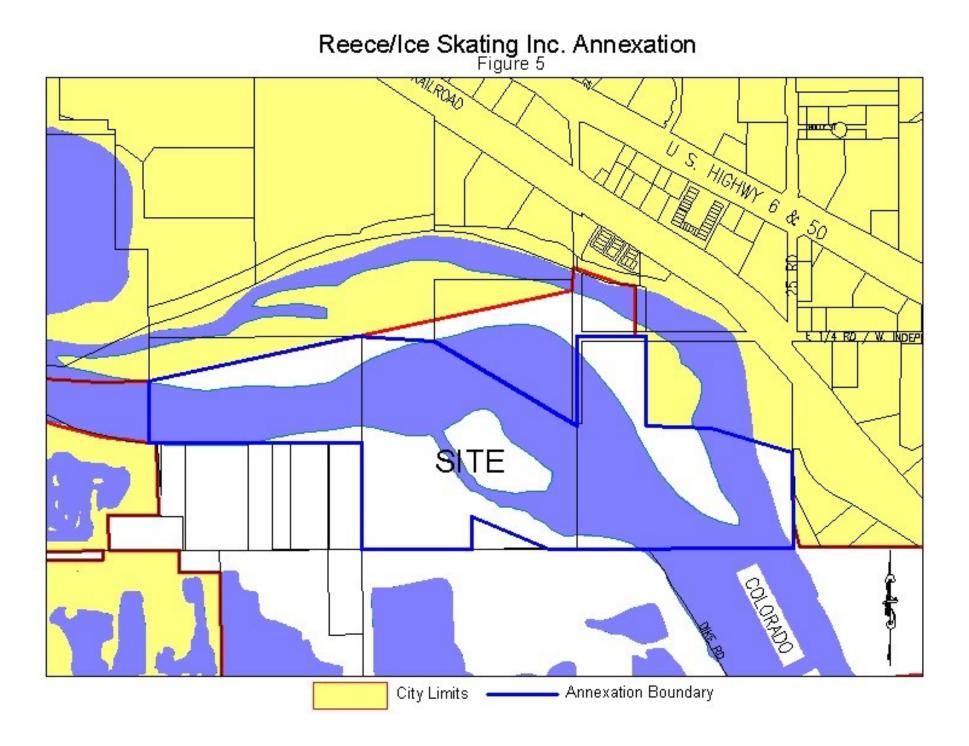


Figure 3

Existing City and County Zoning – Reece/Ice Skating Inc.



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."



RESOLUTION NO.

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

REECE / ICE SKATING INC. ANNEXATION

LOCATED along the Colorado River at 2499 River Road

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 3rd day of November, 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:

PERIMETER BOUNDARY LEGAL DESCRIPTION

REECE / ICE SKATING INC. ANNEXATION

A certain parcel of land lying in the South-half (S 1/2) of the Southeast Quarter (SE 1/4) and the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 9, 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 Southeast corner of said Section 9 and assuming the East line of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 9 bears N 00°08'47" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°08'47" W along the East line of the SE 1/4 SE 1/4 of said Section 9, a portion of said line being the West line of Redco Industrial Subdivision, as same is recorded in Plat Book 13, Page 16, Public Records of Mesa County, Colorado and being the West line of the C & K Annexation, City of Grand Junction Ordinance No. 3352, a distance of 550.47 feet to the Southeast corner of Lot 11, Riverside Subdivision, as same is recorded in Plat Book 1, Page 28, Public Records of Mesa County, Colorado; thence N 70°25'29" W along the South line of said Lot 11 and the South line of Blue Heron II Annexation, City of Grand Junction Ordinance No. 2685, a distance of 532.89 feet to a point being the Southeast corner of Lot 12 of said Riverside Subdivision; thence N 87°45'37" W along the South line of said Lot 12 and the South line of said Blue Heron II Annexation, a distance of 400.29 feet to a point being the Southwest corner of said Lot 12; thence N 00°03'11" E along the West line of said Lot 12 and the West line of said Blue Heron II Annexation, a distance of 550.00 feet to a point on the North line of the SE 1/4 SE 1/4 of said Section 9; thence N 89°54'28" W along said North line, a distance of 425.00 feet to a point being the Northwest corner of the SE 1/4 SE 1/4 of said Section 9; thence S 00°07'10" E along

the West line of the SE 1/4 SE 1/4 of said Section 9, a distance of 545.55 feet; thence N 52°16'39" W, along the Southerly line of Lot 14 of said Riverside Subdivision, a distance of 893.52 feet to its intersection with the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of said Section 9; thence N 89°54'28" W along said North line, a distance of 476.11 feet, more or less, to its intersection with the South line of the Blue Heron Annexation, City of Grand Junction Ordinance No. 2549; thence S 78°15'24" W along the South line of said Blue Heron Annexation, a distance of 1482.36 feet, more or less, to a point on the West line of the Southeast Quarter of the Southwest Quarter of said Section 9; thence S 00°03'42" E along said West line, a distance of 357.54 feet to a point on the North line of the Grand Valley Audubon Annexation No. 1, City of Grand Junction Ordinance No. 3630; thence S 87°58'03" E along said North line, a distance of 67.90 feet; thence N 83°03'38" E a distance of 156.08 feet; thence N 89°50'12" E a distance of 1087.53 feet to a point on the East line of the SE 1/4 SW 1/4 of said Section 9; thence S 00°00'55" W along said East line, a distance of 670.00 feet to a point being the Southeast corner of the SE 1/4 SW 1/4 of said Section 9; thence N 89°43'50" E along the South line of the Southeast Quarter (SE 1/4) of said Section 9, a distance of 676.00 feet; thence N 00°16'10" W a distance of 200.00 feet; thence S 67°15'43" E a distance of 511.70 feet to a point on the South line of the SE 1/4 of said Section 9; thence N 89°43'50" E along the South line of the SE 1/4 of said Section 9, a distance of 1503.55 feet, more or less, to the Point of Beginning.

CONTAINING 75.3433 Acres (3,281,952 Sq. Ft.), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 15th **day** of December, 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 15th day of December, 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

REECE / ICE SKATING INC. ANNEXATION

APPROXIMATELY 75.3 ACRES

LOCATED along the Colorado River at 2499 River Road

WHEREAS, on the 3rd day of November, 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 15th day of December, 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

REECE / ICE SKATING INC. ANNEXATION

A certain parcel of land lying in the South-half (S 1/2) of the Southeast Quarter (SE 1/4) and the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 9, 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 Southeast corner of said Section 9 and assuming the East line of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 9 bears N 00°08'47" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°08'47" W along the East line of the SE 1/4 SE 1/4 of said Section 9, a portion of said line being the West line of Redco Industrial

Subdivision, as same is recorded in Plat Book 13, Page 16, Public Records of Mesa County, Colorado and being the West line of the C & K Annexation, City of Grand Junction Ordinance No. 3352, a distance of 550.47 feet to the Southeast corner of Lot 11, Riverside Subdivision, as same is recorded in Plat Book 1, Page 28, Public Records of Mesa County, Colorado; thence N 70°25'29" W along the South line of said Lot 11 and the South line of Blue Heron II Annexation, City of Grand Junction Ordinance No. 2685, a distance of 532.89 feet to a point being the Southeast corner of Lot 12 of said Riverside Subdivision; thence N 87°45'37" W along the South line of said Lot 12 and the South line of said Blue Heron II Annexation, a distance of 400.29 feet to a point being the Southwest corner of said Lot 12; thence N 00°03'11" E along the West line of said Lot 12 and the West line of said Blue Heron II Annexation, a distance of 550.00 feet to a point on the North line of the SE 1/4 SE 1/4 of said Section 9; thence N 89°54'28" W along said North line, a distance of 425.00 feet to a point being the Northwest corner of the SE 1/4 SE 1/4 of said Section 9; thence S 00°07'10" E along the West line of the SE 1/4 SE 1/4 of said Section 9, a distance of 545.55 feet; thence N 52°16'39" W, along the Southerly line of Lot 14 of said Riverside Subdivision, a distance of 893.52 feet to its intersection with the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of said Section 9; thence N 89°54'28" W along said North line, a distance of 476.11 feet, more or less, to its intersection with the South line of the Blue Heron Annexation, City of Grand Junction Ordinance No. 2549; thence S 78°15'24" W along the South line of said Blue Heron Annexation, a distance of 1482.36 feet, more or less, to a point on the West line of the Southeast Quarter of the Southwest Quarter of said Section 9; thence S 00°03'42" E along said West line, a distance of 357.54 feet to a point on the North line of the Grand Valley Audubon Annexation No. 1, City of Grand Junction Ordinance No. 3630; thence S 87°58'03" E along said North line, a distance of 67.90 feet; thence N 83°03'38" E a distance of 156.08 feet; thence N 89°50'12" E a distance of 1087.53 feet to a point on the East line of the SE 1/4 SW 1/4 of said Section 9; thence S 00°00'55" W along said East line, a distance of 670.00 feet to a point being the Southeast corner of the SE 1/4 SW 1/4 of said Section 9; thence N 89°43'50" E along the South line of the Southeast Quarter (SE 1/4) of said Section 9, a distance of 676.00 feet; thence N 00°16'10" W a distance of 200.00 feet; thence S 67°15'43" E a distance of 511.70 feet to a point on the South line of the SE 1/4 of said Section 9; thence N 89°43'50" E along the South line of the SE 1/4 of said Section 9, a distance of 1503.55 feet, more or less, to the Point of Beginning.

CONTAINING 75.3433 Acres (3,281,952 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 3rd day of November, 2004 and ordered published.

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

Attest:

President of the Council

City Clerk

Attach 18

Public Hearing Zoning the Reece/Ice Skating Annex Located at 2499 River Road

CITY COUNCIL AGENDA								
Subject	Zoning the Reece/Ice Skating Inc. Annexation, located along the Colorado River, 2499 River Road							
Meeting Date	December 15, 2004							
Date Prepared	December 6, 2004 File #ANX-2004-240				File #ANX-2004-240			
Author	Sco	Scott D. Peterson			Associate Planner			
Presenter Name	Scott D. Peterson			son	Associate Planner			
Report results back to Council	x	No		Yes	When			
Citizen Presentation		Yes	Χ	No	Name			
Workshop	X Formal Agenda		a	Consent X Individual Consideration				

CITY OF GRAND JUNCTION

Summary: The Reece/Ice Skating Inc. Annexation consists of 75.3 acres and three (3) parcels of Unplatted land located along the Colorado River at 2499 River Road. The applicant's intent is to annex the properties and then donate 26.6 acres of the overall 75.3 acres to Ice Skating Inc. with a proposed zoning of CSR, Community Services & Recreation. The Planning Commission recommended approval at its November 9, 2004 meeting.

Budget: N/A

Action Requested/Recommendation: Hold a public hearing and consider final passage of the zoning ordinance for the Reece/Ice Skating Inc. Annexation with a requested zoning of CSR, Community Services & Recreation.

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					TION		
Location:		Along the Colorado River – 2499 River Road					
Applicants:		Dale	Dale Reece, etal, Owners				
Existing Land Use:		Vaca	Vacant land along Colorado River				
Proposed Land Use:		26.6 acres of the 75.3 acres to be donated to Ice Skating Inc. in the development of their site					
	North	Colo	Colorado River				
Surrounding Land	South	Single-Family Residential & Colorado River					
Use:	East	Vacant land – Future home of Ice Skating Inc.			ne of Ice Skating		
	West	Colo	Colorado River				
Existing Zoning:		RSF-R, Residential Single Family – Rural (County)					
Proposed Zoning:		CSR, Community Services & Recreation					
Surrounding	North	(City)	CSR, Community Services & Recreation (City) & RSF-R, Residential Single-Family – Rural (County)				
Zoning:	South	RSF-R, Residential Single Family – (County)			e Family – Rural		
	East	CSR, Community Services & Recreation					
	West	CSR, Community Services & Recreation					
Growth Plan Designation:		Conservation					
Zoning within density range?		N/A	Yes		No		

<u>Staff Analysis:</u>

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 CSR, Community Services & Recreation would be in keeping with the Persigo Agreement and the Growth Plan Future Land Use Map.

CSR ZONE DISTRICT

- The proposed Community Services & Recreation (CSR) is consistent with the Growth Plan Future Land Use Map for this area. Currently, the Growth Plan Future Land Use Map indicates this area along the Colorado River to be Conservation in character.
- Zoning this annexation as Community Services & Recreation (CSR) meets the criteria found in Section 2.14 F. and 2.6 A. of the Grand Junction Zoning & Development Code.

ZONING AND DEVELOPMENT CODE CRITERIA:

Section 2.14 F. of the Zoning & Development Code: "Land annexed to the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with the existing County zoning."

<u>Section 2.6 A. of the Zoning and Development Code</u>: 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.

N/A. The proposed zoning of CSR upon annexation is consistent with 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 three (3) properties are located along the Colorado River and have no development potential with the exception of a few acres that will be utilized by Ice Skating Inc. in the future development of their site.

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

The proposed zoning of CSR 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. The Planning Commission has determined that public infrastructure can address the impacts of any development consistent with the CSR zone district, therefore this criterion is met.

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

The proposed zoning is in conformance with the Growth Plan and was created specifically for environmental open space areas with limited development.

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

Adequate public facilities are currently available and can address the impacts of development consistent with the CSR zone district.

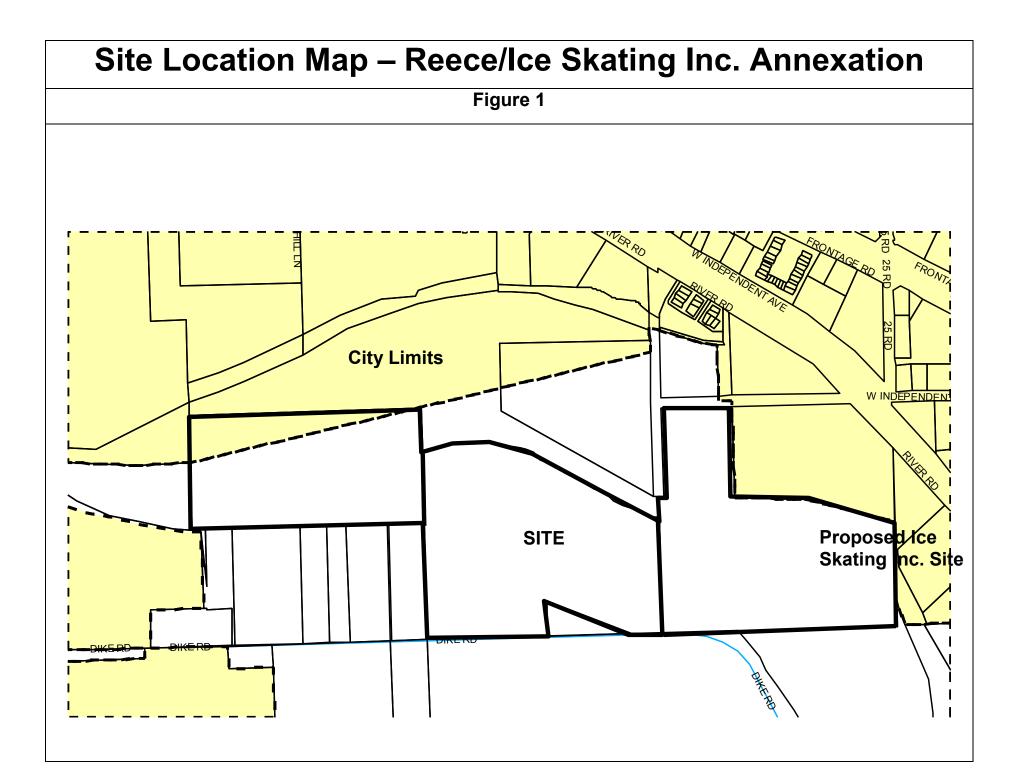
6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs.

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

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

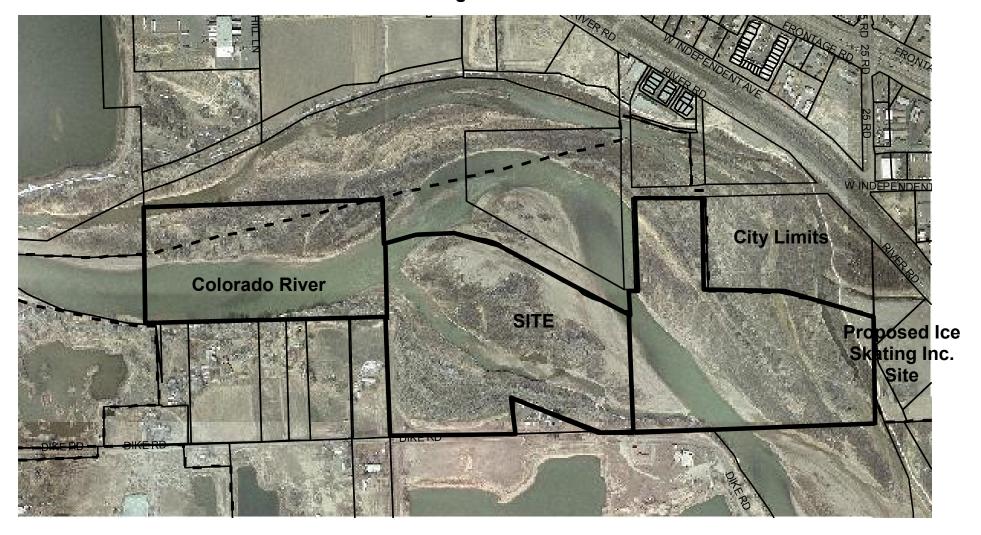
The existing parcels of land are located along the Colorado River and have no development potential with the exception of a few acres that will be utilized by Ice Skating Inc. The proposed CSR zoning is the most appropriate zone for this type of area as it will preserve open space and environmental areas.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the CSR, Community Services & Recreation district to be consistent with the Growth Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.



Aerial Photo Map – Reece/Ice Skating Inc. Annexation

Figure 2



Future Land Use Map – Reece/Ice Skating Inc. Annexation

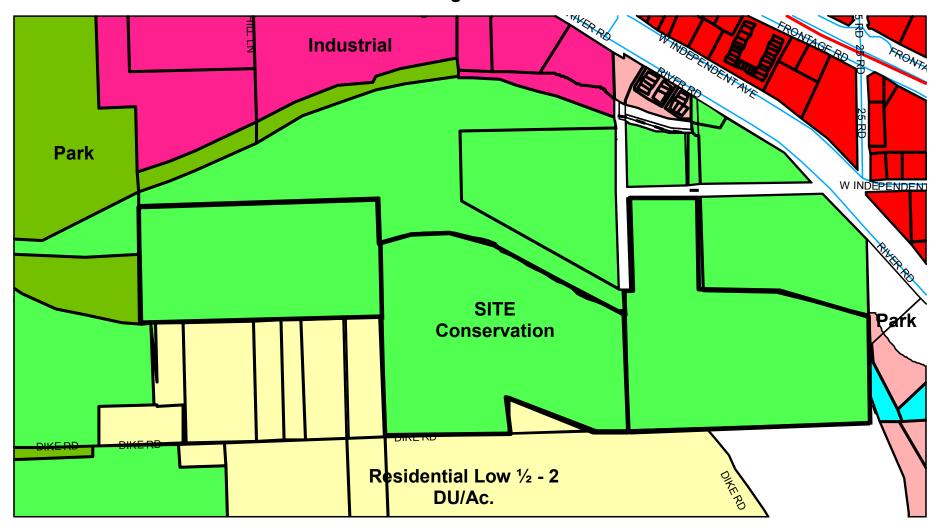


Figure 3

Existing City and County Zoning – Reece/Ice Skating Inc.

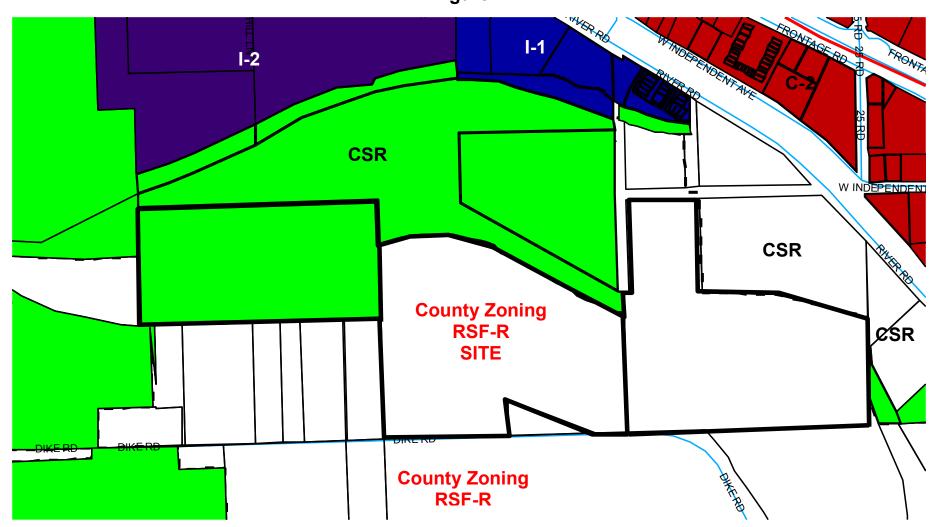
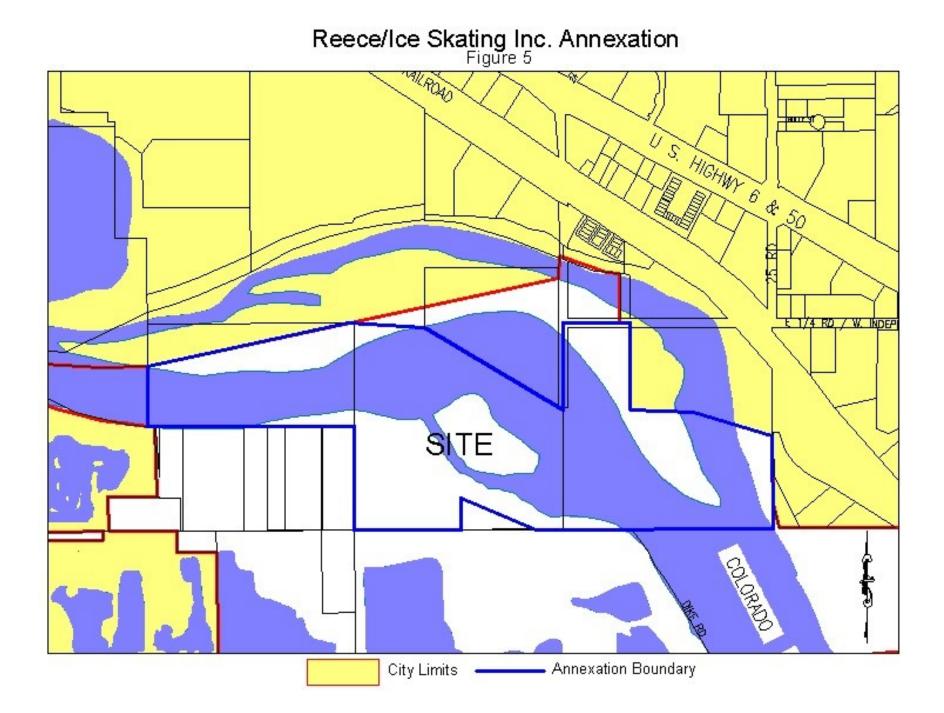


Figure 4

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, COLORADO

ORDINANCE NO._____

AN ORDINANCE ZONING THE REECE/ICE SKATING INC. ANNEXATION TO COMMUNITY SERVICES & RECREATION (CSR)

LOCATED AT 2499 River 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 CSR, Community Services & Recreation 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 CSR, Community Services & Recreation zone district be established.

The Planning Commission and City Council find that the CSR, Community Services & Recreation 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 Community Services & Recreation (CSR).

PERIMETER BOUNDARY LEGAL DESCRIPTION

REECE / ICE SKATING INC. ANNEXATION

A certain parcel of land lying in the South-half (S 1/2) of the Southeast Quarter (SE 1/4) and the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 9, 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 Southeast corner of said Section 9 and assuming the East line of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 9 bears N 00°08'47" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°08'47" W along the East line of the SE 1/4 SE 1/4 of said Section 9, a portion of said line being the West line of Redco Industrial Subdivision, as same is recorded in Plat Book 13, Page 16, Public Records of Mesa County, Colorado and being the West line of the C & K Annexation, City of Grand Junction Ordinance No. 3352, a distance of 550.47 feet to the Southeast corner of Lot 11, Riverside Subdivision, as same is recorded in Plat Book 1, Page 28, Public Records of Mesa County, Colorado; thence N 70°25'29" W along the South line of said Lot 11 and the South line of Blue Heron II Annexation, City of Grand Junction Ordinance No. 2685, a distance of 532.89 feet to a point being the Southeast corner of Lot 12 of said Riverside Subdivision: thence N 87°45'37" W along the South line of said Lot 12 and the South line of said Blue Heron II Annexation, a distance of 400.29 feet to a point being the Southwest corner of said Lot 12; thence N 00°03'11" E along the West line of said Lot 12 and the West line of said Blue Heron II Annexation, a distance of 550.00 feet to a point on the North line of the SE 1/4 SE 1/4 of said Section 9; thence N 89°54'28" W along said North line, a distance of 425.00 feet to a point being the Northwest corner of the SE 1/4 SE 1/4 of said Section 9; thence S 00°07'10" E along the West line of the SE 1/4 SE 1/4 of said Section 9, a distance of 545.55 feet; thence N 52°16'39" W, along the Southerly line of Lot 14 of said Riverside Subdivision, a distance of 893.52 feet to its intersection with the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of said Section 9; thence N 89°54'28" W along said North line, a distance of 476.11 feet, more or less, to its intersection with the South line of the Blue Heron Annexation, City of Grand Junction Ordinance No. 2549; thence S 78°15'24" W along the South line of said Blue Heron Annexation, a distance of 1482.36 feet, more or less, to a point on the West line of the Southeast Quarter of the Southwest Quarter of said Section 9; thence S 00°03'42" E along said West line, a distance of 357.54 feet to a point on the North line of the Grand Valley Audubon Annexation No. 1, City of Grand Junction Ordinance No. 3630; thence S 87°58'03" E along said North line, a distance of 67.90 feet; thence N 83°03'38" E a distance of 156.08 feet; thence N 89°50'12" E a distance of 1087.53 feet to a point on the East line of the SE 1/4 SW 1/4 of said Section 9; thence S 00°00'55" W along said East line, a distance of 670.00 feet to a point being the Southeast corner of the SE 1/4 SW 1/4 of said Section 9; thence N 89°43'50" E along the South line of the Southeast Quarter (SE 1/4) of said Section 9, a distance of 676.00 feet; thence N 00°16'10" W a distance of 200.00 feet; thence S 67°15'43" E a distance of 511.70 feet to a point on the South line of the SE 1/4 of said Section 9; thence N 89°43'50" E along the South line of the SE 1/4 of said Section 9, a distance of 1503.55 feet, more or less, to the Point of Beginning.

CONTAINING 75.3433 Acres (3,281,952 Sq. Ft.), more or less, as described.

Introduced on first reading this 1st day of December, 2004 and ordered published.

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

Mayor

ATTEST:

City Clerk

Attach 19 Public Hearing Arbors Annexation Located at 2910 Orchard Ave

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject	Resolution accepting the petition for The Arbors Annexation; hold a Public Hearing and Consider Final Passage of the proposed Annexation Ordinance.							
Meeting Date	December 15, 2004							
Date Prepared	De	December 6, 2004				File #ANX-2004-217		
Author	Lori V. Bowers			S	Senior Planner			
Presenter Name	Lori V. Bowers			S	Senior Planner			
Report results back to Council	х	No		Yes	When			
Citizen Presentation		Yes	Х	No	Name			
Workshop	X	Formal Agenda			la	Consent	x	Individual Consideration

Summary: The applicants for The Arbors Annexation, located at 2910 Orchard Avenue, have presented a petition for annexation as part of a preliminary plan. The applicants request approval of the Resolution accepting the annexation petition, and request a Public Hearing to consider final passage of the Annexation Ordinance. The annexation area consists of 22.84 acres of land and right-of-way along Orchard Avenue.

Budget: N/A

Action Requested/Recommendation: Approval of the Resolution accepting The Arbors Annexation petition and hold a public hearing to consider final passage of the Arbors 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. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION					TION		
Location:		ANX-2004-217					
Applicants:		Leon Parkerson, owner; Greedy Group, developer; Jo Mason, Planning Solutions, representative					
Existing Land Use:		Single	Single family residence				
Proposed Land Use:		Residential subdivision					
	North	Grand Valley Canal					
Surrounding Land	South	Orchard Ave & apartments					
050.	East	Single family development					
	West	Multi-family residences					
Existing Zoning:		County RMF-8					
Proposed Zoning:		RMF-8					
_	North	N. of canal RSF-4					
Surrounding	South	County (RMF-8)					
Zoning:	East	County (RMF-8)					
	West	County (PUD and RMF-8)					
Growth Plan Designation:		Residential Medium, 4 to 8 du/ac.					
Zoning within density range?		Х	Yes		No		

Staff Analysis:

ANNEXATION:

This annexation area consists of 22.84 acres of land and is comprised of one parcel. The property owners have requested annexation into the City as the result of a proposed subdivision. Under the 1998 Persigo Agreement all new subdivisions 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 Arbors 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.

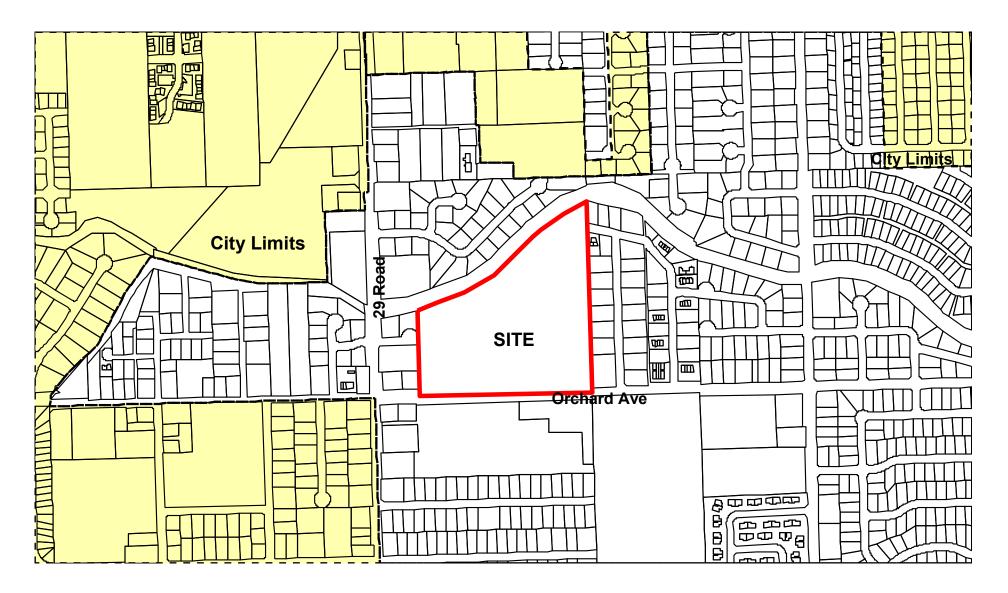
The following annexation and zoning schedule is being proposed.

ANNEXATION SCHEDULE					
Nov 3	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use				
Nov 9	Planning Commission considers Zone of Annexation				
Dec 1	Introduction Of A Proposed Ordinance on Zoning by City Council				
Dec 15	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council				
Jan 16 '05	Effective date of Annexation and Zoning				

ARBORS ANNEXATION SUMMARY						
File Number:		ANX-2004-217				
Location:		2910 Orchard Avenue				
Tax ID Number:		2943-082-00-030				
Parcels:		1				
Estimated Populati	on:	2				
# of Parcels (owner	[·] occupied):	1				
# of Dwelling Units		1				
Acres land annexed	d:	22.84				
Developable Acres	Remaining:	19.02				
Right-of-way in Anr	nexation:	A portion of 29 Road and the entire width of Orchard Avenue along the property.				
Previous County Zoning:		RMF-8				
Proposed City Zoning:		RMF-8				
Current Land Use:		Single family residence				
Future Land Use:		Residential Subdivision				
Volueer	Assessed:	\$61,900				
Values:	Actual:	\$385,040				
Address Ranges:		2906 through 2922 Orchard Ave (ever only)				
	Water:	Ute Water				
	Sewer:	Central Grand Valley Sanitation				
Special Districts:	Fire:	Grand Junction				
	Irrigation/ Drainage:	Grand Junction Drainage				
	School:	School District 51				
	Pest:	-				

Site Location Map

Figure 1 / 2910 Orchard Avenue



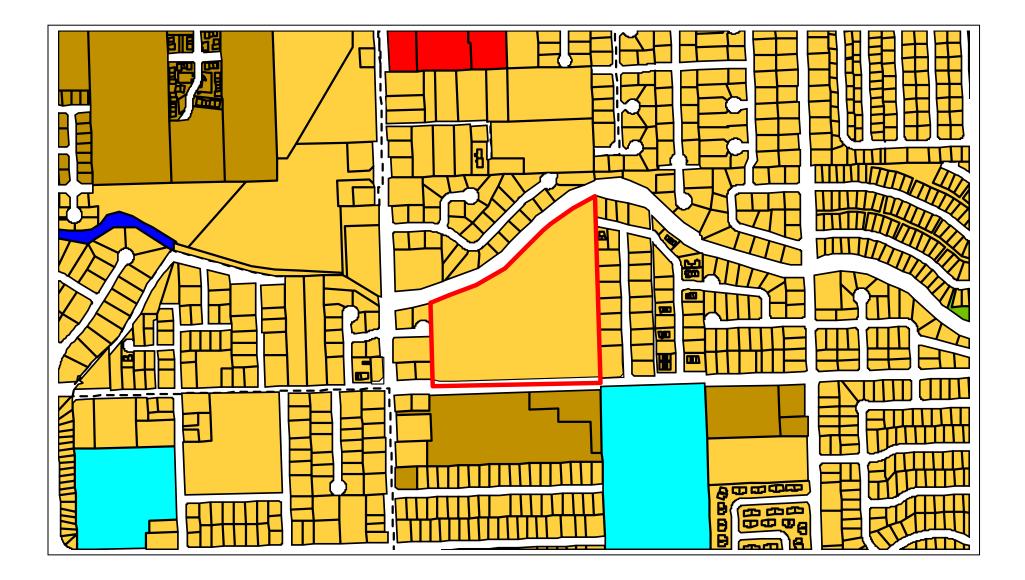
Aerial Photo Map

Figure 2 / 2910 Orchard Avenue



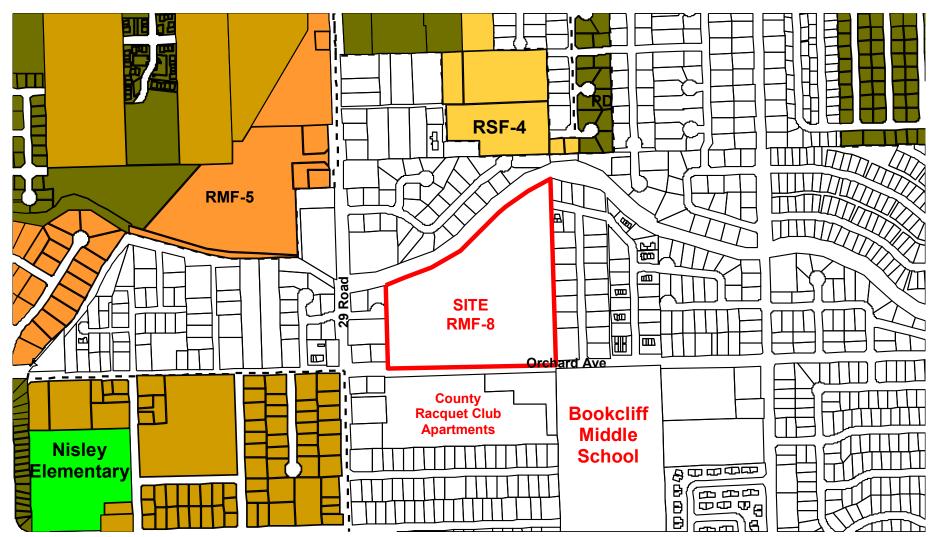
uture Land Use Map

Figure 3 / 2910 Orchard Avenue

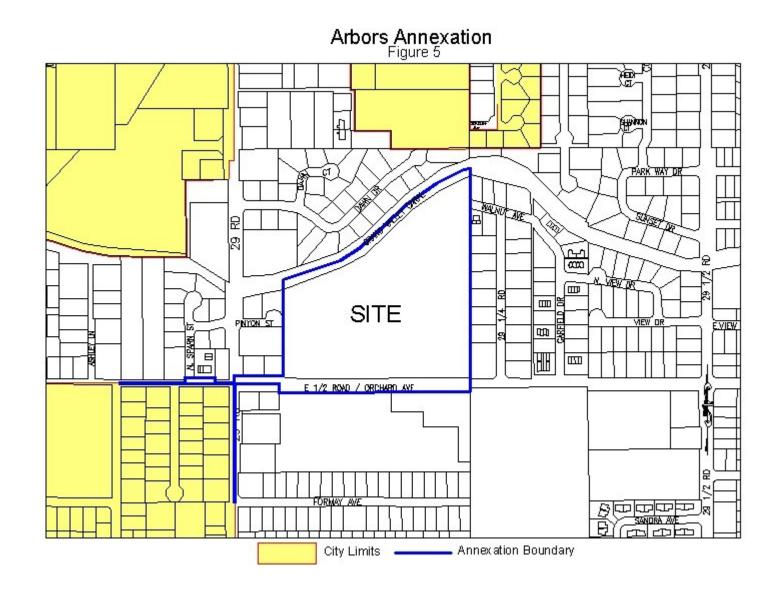


Existing City and County Zoning

Figure 4 / 2910 Orchard Avenue



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."



RESOLUTION NO.

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

THE ARBORS ANNEXATION LOCATED at 2910 ORCHARD AVENUE IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 3rd day of November, 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 ARBORS ANNEXATION

A certain parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 7, the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) and the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 8, all in Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the East Quarter (E 1/4) corner of said Section 7 and assuming the North line of the SW 1/4 SE 1/4 of said Section 8 bears N 89°55'35" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°45'54" W along the South line of the SE 1/4 NE 1/4 of said Section 7 (being the North line of the Central Fruitvale Annexation. Ordinance No. 1133. City of Grand Junction) a distance of 634.71 feet; thence N 00°03'21" W a distance of 5.00 feet; thence S 89°45 '54" E along a line 5.00 feet North of and parallel with, the South line of the SE 1/4 NE 1/4 of said Section 7, a distance of 356.44 feet; thence N 00°14'06" E a distance of 35.00 feet; thence S 89°45'54" E along a line 40.00 feet North of and parallel with, the South line of the SE 1/4 NE 1/4 of said Section 7, a distance of 169.80 feet; thence S 00°14'06" W a distance of 35.00 feet; thence S 89°45'54" E along a line 5.00 feet North of and parallel with, the South line of the SE 1/4 NE 1/4 of said Section 7, a distance of 108.47 feet to a point on the East line of the SE 1/4 NE 1/4 of said Section 7; thence N 00°04'18" W along the East line of the SE 1/4 NE 1/4 of said Section 7, a distance of 45.00 feet; thence N 89°55'35" E along a line 50.00 feet North of and parallel with, the North line of the SW 1/4 SE 1/4 of said Section 8, a distance of 272.00 feet; thence N 00°04'18" W, along the East line of Ditto Addition, as same is recorded in Plat Book 11, Page 350 and the East line of Wood's Addition, as same is

recorded in Plat Book 12, Page 96, Public Records of Mesa County, Colorado, a distance of 533.53 feet, more or less, to a point in the centerline of the Grand Valley Canal; thence Northeasterly traversing the centerline of said Grand Valley Canal to a point on the East line of the SW 1/4 NW 1/4 of said Section 8; thence S 00°03'33" E a distance of 1208.32 feet, more or less, to the Southeast corner of the SW 1/4 NW 1/4 of said Section 8; thence S 00°04'25" E along the East line of the NW 1/4 SW 1/4 of said Section 8, a distance of 50.00 feet; thence S 89°55'35" W along the North line of Racquet Club Apartments Subdivision, as same is recorded in Plat Book 12, Page 215, Public Records of Mesa County, Colorado, being a line 50.00 feet South of and parallel with, the North line of the SW 1/4 SE 1/4 of said Section 8, a distance of 1061.70 feet; thence N 00°04'25" W a distance of 50.00 feet to a point on the North line of the SW 1/4 SE 1/4 of said Section 8; thence S 89°55'35" W along the North line of the SW 1/4 SE 1/4 of said Section 8, a distance of 255.02 feet; thence S 00°03'21" E along a line 5.00 feet East of and parallel with, the East line of the NE 1/4 SE 1/4 of said Section 7 a distance of 656.04 feet; thence N 89°45'54" W a distance of 5.00 feet to a point on the East line of the NE 1/4 SE 1/4 of said Section 7; thence N 00°03'21" W along the East line of the NE 1/4 SE 1/4 of said Section 7 (being the East line of the Central Fruitvale Annexation, Ordinance No. 1133, City of Grand Junction), a distance of 656.01 feet. more or less, to the Point of Beginning.

CONTAINING 22.84± Acres (994,911± 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 15th day of December, 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 _____day of December, 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

THE ARBORS ANNEXATION

APPROXIMATELY 22.84 ACRES

LOCATED AT 2910 ORCHARD AVENUE

WHEREAS, on the 3rd day of November, 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 15th day of December, 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

ARBORS ANNEXATION

A certain parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 7, the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) and the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 8, all in Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the East Quarter (E 1/4) corner of said Section 7 and assuming the North line of the SW 1/4 SE 1/4 of said Section 8 bears N 89°55'35" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°45'54" W along the South line of the SE 1/4 NE 1/4 of said Section 7 (being the North line of the Central Fruitvale Annexation, Ordinance No. 1133, City of Grand Junction) a distance of 634.71 feet; thence N 00°03'21" W a distance of 5.00 feet; thence S 89°45 '54" E along a line 5.00 feet North of and parallel with, the South line of the SE 1/4 NE 1/4 of said Section 7, a distance of 356.44 feet; thence N 00°14'06" E a distance of 35.00 feet; thence S 89°45'54" E along a line 40.00 feet North of and parallel with, the South line of the SE 1/4 NE 1/4 of said Section 7, a distance of 169.80 feet; thence S 00°14'06" W a distance of 35.00 feet; thence S 89°45'54" E along a line 5.00 feet North of and parallel with, the South line of the SE 1/4 NE 1/4 of said Section 7, a distance of 108.47 feet to a point on the East line of the SE 1/4 NE 1/4 of said Section 7; thence N 00°04'18" W along the East line of the SE 1/4 NE 1/4 of said Section 7. a distance of 45.00 feet; thence N 89°55'35" E along a line 50.00 feet North of and parallel with, the North line of the SW 1/4 SE 1/4 of said Section 8, a distance of 272.00 feet; thence N 00°04'18" W, along the East line of Ditto Addition, as same is recorded in Plat Book 11, Page 350 and the East line of Wood's Addition, as same is recorded in Plat Book 12, Page 96, Public Records of Mesa County, Colorado, a distance of 533.53 feet, more or less, to a point in the centerline of the Grand Valley Canal; thence Northeasterly traversing the centerline of said Grand Valley Canal to a point on the East line of the SW 1/4 NW 1/4 of said Section 8; thence S 00°03'33" E a distance of 1208.32 feet, more or less, to the Southeast corner of the SW 1/4 NW 1/4 of said Section 8; thence S 00°04'25" E along the East line of the NW 1/4 SW 1/4 of said Section 8, a distance of 50.00 feet; thence S 89°55'35" W along the North line of Racquet Club Apartments Subdivision, as same is recorded in Plat Book 12, Page 215, Public Records of Mesa County, Colorado, being a line 50.00 feet South of and parallel with, the North line of the SW 1/4 SE 1/4 of said Section 8, a distance of 1061.70 feet; thence N 00°04'25" W a distance of 50.00 feet to a point on the North line of the SW 1/4 SE 1/4 of said Section 8; thence S 89°55'35" W along the North line of the SW 1/4 SE 1/4 of said Section 8, a distance of 255.02 feet; thence S 00°03'21" E along a line 5.00 feet East of and parallel with, the East line of the NE 1/4 SE 1/4 of said Section 7 a distance of 656.04 feet; thence N 89°45'54" W a distance of 5.00 feet to a point on the East line of the NE 1/4 SE 1/4 of said Section 7; thence N 00°03'21" W along the East line of the NE 1/4 SE 1/4 of said Section 7 (being the East line of the Central Fruitvale

Annexation, Ordinance No. 1133, City of Grand Junction), a distance of 656.01 feet, more or less, to the Point of Beginning.

CONTAINING 22.84 Acres (994,911± 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 3rd day of November, 2004 and ordered published.

ADOPTED on second reading this 15th day of December, 2004.

Attest:

President of the Council

City Clerk

Attach 20 Public Hearing – Zoning the Arbors Annex Located at 2910 Orchard Ave

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject	Public Hearing for Zoning The Arbors Annexation, 2910 Orchard Avenue							
Meeting Date	De	ecembe	r 15	, 2004				
Date Prepared	De	ecembe	r 6,	2004		File # ANX-2004-217		
Author	Lo	Lori V. Bowers			Senior I	Senior Planner		
Presenter Name	Lo	Lori V. Bowers			Senior Planner			
Report results back to Council	X	No		Yes	When			
Citizen Presentation		Yes	Х	No	Name			
Workshop X Fe		For	Formal Agenda		a	Consent	x	Individual Consideration

Summary: The 22.84-acre Arbors Annexation area consists of one parcel of land and right-of-way along 29 and Orchard Avenue. There is a single-family residence on a large vacant lot with access to Orchard Avenue. The applicants are in the Preliminary Plan review process.

Budget: N/A

Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage of the Zoning Ordinance.

Attachments: Staff report Aerial Photo Map Future Land Use Map Existing Zoning Map

Annexation Map

Zoning Ordinance

Background Information: See attached Staff report

BACKGROUND INFORMATION						
Location:		2910 Orchard Avenue				
Applicant:		Leon Parkerson, owner; Greedy Group, developer; Jo Mason, Planning Solutions, representative				
Existing Land Use:		Single	e family residenc	e		
Proposed Land Use:		Resid	lential subdivisio	n		
	North	Gran	d Valley Canal			
Surrounding Land Use:	South	Orcha	ard Ave & apartm	nents	5	
Use:	East	Single family development				
	West	Multi-family residences				
Existing Zoning:			ty RMF-8			
Proposed Zoning:	RMF		RMF-8 (Residential Multi-Family, not to exceed 8 dwelling units per acre)			
	North	N. of	N. of canal RSF-4			
Surrounding	South	Coun	ty (RMF-8)			
Zoning:	East	County (RMF-8)				
	West	Coun	ty (PUD and RM	F-8)		
Growth Plan Designation:		Residential Medium – 4 to 8 dwelling units per acre				
Zoning within densit	y range?	Х	Yes		No	

RELATIONSHIP TO COMPREHENSIVE PLAN: The City of Grand Junction's Growth Plan identifies the subject parcels as "residential medium", 4 to 8 dwelling units per acre. The proposed future development will be compatible with adjacent land uses. There is no commercial development associated with this plan.

STAFF ANALYSIS: Due to the Persigo Agreement, the property owner is required to annex into the City for the purpose of a Major Subdivision. The Preliminary Plan is currently under review and will be presented to the Planning Commission when the review is complete.

Zoning- the applicant requests the zoning designation of RMF-8 (Residential Multi-Family, not to exceed 8 dwelling units per acre). The zoning is consistent with the Growth Plan for this area. While the maximum number of units per acre is 8, the Code also requires a minimum number of units. In an RMF-8 zoning district, the minimum number of units is 4. RMF-8 zoning allows for attached and detached single-family, duplex, townhouse, and multi-family dwelling units. 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; Not applicable, this is a rezone from a county RMF-8 zoning to City RMF-8.
- 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.;

This parcel is surrounded by residential lots; there are single family residences to the north, across the canal; multi-family residential to the south; single family and multi-family to the east and multi-family residential to the west. The Growth Plan supports the requested density.

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;

The rezone is compatible with the Growth Plan and will not adversely affect utilities or street capacities.

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;

This proposal is consistent with the growth plan's land use goals and policies. It is the intent to conform to all other applicable codes and regulations.

- 5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development; *Service providers have indicated adequate capacity for the proposed subdivision*
- 6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and (*Not applicable to annexation*)
- 7. The community or neighborhood will benefit from the proposed zone. The benefits as derived by the area will primarily consist of the infill of a parcel surrounded by an existing developed area. The development plan will be consistent with the existing street and utility circulation plans. The site is close to an elementary school as well as a middle school.

Growth Plan Goals and Policies are as identified in Policy 1.7 state: "The City and County will use zoning to establish the appropriate scale, type, location and intensity for development..." and Goal 11: To promote stable neighborhood and land use compatibility throughout the community."

RECOMMENDATION:

Staff recommends approval of the zone of RMF-8 (Residential Multi-Family, not to exceed 8 dwelling units per acre) finding that the proposal is consistent with the Growth Plan, the Persigo Agreement and Section 2.6 of the Zoning and Development Code.

PLANNING COMMISSION RECOMMENDATION:

At their regularly scheduled meeting of November 9th, 2004, the Planning Commission recommended to the City Council approval of the zoning designation of RMF-8 (Residential Multi-family, not to exceed 8 units per acre) for the Zone of Annexation of The Arbors Annexation, located at 2910 Orchard Avenue, finding that the project is consistent with the Growth Plan, the Persigo Agreement and Sections 2.6 of the Zoning and Development Code.

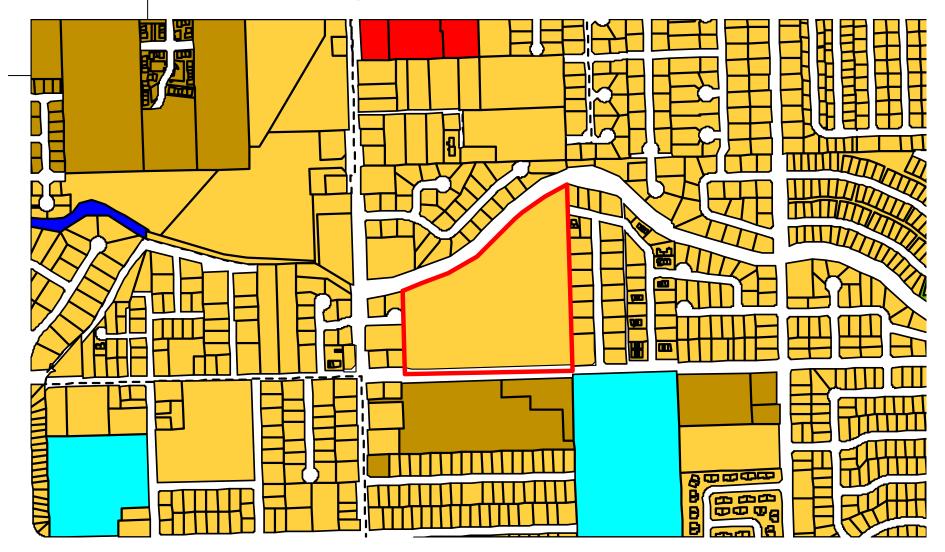
Aerial Photo Map

Figure 2 / 2910 Orchard Avenue



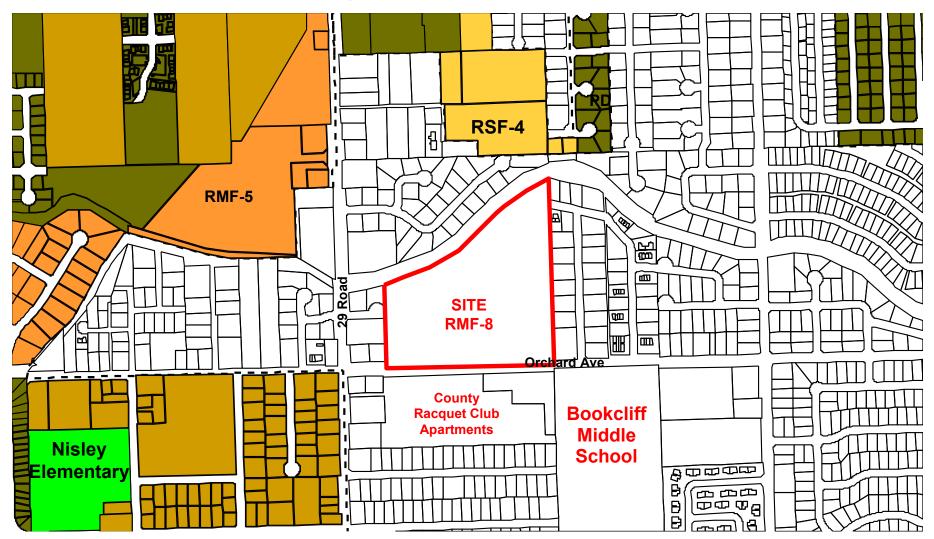
Future Land Use Map

Figure 3 / 2910 Orchard Avenue

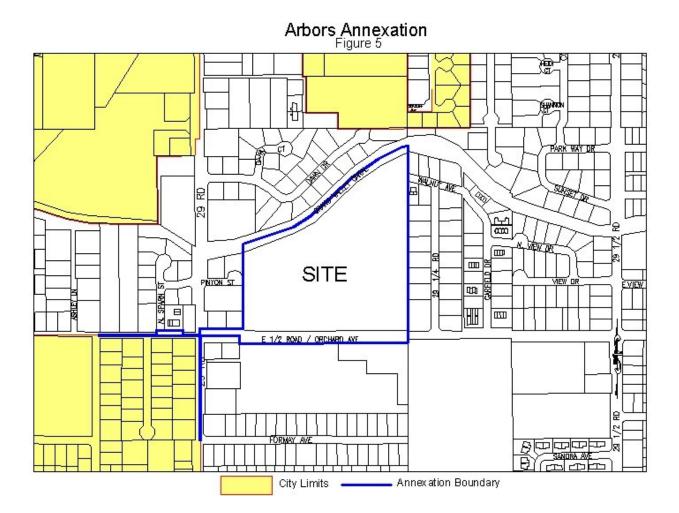


Existing City and County Zoning

Figure 4 / 2910 Orchard Avenue



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, COLORADO

ORDINANCE NO.

AN ORDINANCE ZONING THE ARBORS ANNEXATION TO RESIDENTIAL MULTI-FAMILY, NOT TO EXCEED 8 DWELLING UNITS PER ACRE (RMF-8)

LOCATED AT 2910 ORCHARD AVENUE

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of applying an RMF-8 zone district to this annexation.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RMF-8 zone district be established for the following reasons:

- This zone district meets the criteria of Section 2.14.F of the Zoning and Development Code by being identical to or nearly identical to the former Mesa County zoning for each parcel and conforms to the adopted Growth Plan Future Land Use Map.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

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

The following property shall be zoned the Residential Multi-family, not to exceed 8 dwelling units per acre (RMF-8) zone district

Includes the following tax parcel 2943-082-00-030

PERIMETER BOUNDARY LEGAL DESCRIPTION ARBORS ANNEXATION

A certain parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 7, the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) and the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 8, all in Township 1

South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the East Quarter (E 1/4) corner of said Section 7 and assuming the North line of the SW 1/4 SE 1/4 of said Section 8 bears N 89°55'35" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°45'54" W along the South line of the SE 1/4 NE 1/4 of said Section 7 (being the North line of the Central Fruitvale Annexation, Ordinance No. 1133, City of Grand Junction) a distance of 634.71 feet; thence N 00°03'21" W a distance of 5.00 feet; thence S 89°45 '54" E along a line 5.00 feet North of and parallel with, the South line of the SE 1/4 NE 1/4 of said Section 7, a distance of 356.44 feet; thence N 00°14'06" E a distance of 35.00 feet; thence S 89°45'54" E along a line 40.00 feet North of and parallel with, the South line of the SE 1/4 NE 1/4 of said Section 7, a distance of 169.80 feet; thence S 00°14'06" W a distance of 35.00 feet; thence S 89°45'54" E along a line 5.00 feet North of and parallel with, the South line of the SE 1/4 NE 1/4 of said Section 7, a distance of 108.47 feet to a point on the East line of the SE 1/4 NE 1/4 of said Section 7; thence N 00°04'18" W along the East line of the SE 1/4 NE 1/4 of said Section 7, a distance of 45.00 feet; thence N 89°55'35" E along a line 50.00 feet North of and parallel with, the North line of the SW 1/4 SE 1/4 of said Section 8, a distance of 272.00 feet; thence N 00°04'18" W. along the East line of Ditto Addition, as same is recorded in Plat Book 11, Page 350 and the East line of Wood's Addition, as same is recorded in Plat Book 12, Page 96, Public Records of Mesa County, Colorado, a distance of 533.53 feet, more or less, to a point in the centerline of the Grand Valley Canal; thence Northeasterly traversing the centerline of said Grand Valley Canal to a point on the East line of the SW 1/4 NW 1/4 of said Section 8; thence S 00°03'33" E a distance of 1208.32 feet, more or less, to the Southeast corner of the SW 1/4 NW 1/4 of said Section 8; thence S 00°04'25" E along the East line of the NW 1/4 SW 1/4 of said Section 8, a distance of 50.00 feet; thence S 89°55'35" W along the North line of Racquet Club Apartments Subdivision, as same is recorded in Plat Book 12, Page 215, Public Records of Mesa County, Colorado, being a line 50.00 feet South of and parallel with, the North line of the SW 1/4 SE 1/4 of said Section 8, a distance of 1061.70 feet; thence N 00°04'25" W a distance of 50.00 feet to a point on the North line of the SW 1/4 SE 1/4 of said Section 8; thence S 89°55'35" W along the North line of the SW 1/4 SE 1/4 of said Section 8, a distance of 255.02 feet; thence S 00°03'21" E along a line 5.00 feet East of and parallel with, the East line of the NE 1/4 SE 1/4 of said Section 7 a distance of 656.04 feet; thence N 89°45'54" W a distance of 5.00 feet to a point on the East line of the NE 1/4 SE 1/4 of said Section 7; thence N 00°03'21" W along the East line of the NE 1/4 SE 1/4 of said Section 7 (being the East line of the Central Fruitvale Annexation, Ordinance No. 1133, City of Grand Junction), a distance of 656.01 feet, more or less, to the Point of Beginning.

CONTAINING 22.84± Acres (994,911± Sq. Ft.), more or less, as described.

Introduced on first reading this 1st day of December 2004.

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

Attest:

President of the Council

City Clerk

Attach 21

Contract Agreements for Conveyance Relative to Action Campus LLC & GJ Tech Center LLC

CITY COUNCIL AGENDA								
Subject		Contract Agreements for Conveyance Relative to Action Campus, LLC and GJ Tech Center, LLC.					e to Action	
Meeting Date	De	cembe	r 15	, 2004				
Date Prepared	December 9, 2004							
Author	John Shaver Kelly Arnold				City Attorney City Manager			
Presenter Name	John Shaver Kelly Arnold				City Attorney City Manager			
Report Results Back to Council		No		Yes	When			
Citizen Presentation		Yes	Х	No	Name			
Workshop	X Formal Agend		la	Consent	х	Individual Consideration		

CITY OF GRAND JUNCTION

Summary: The City owns a parcel of land located at the end of Blue Heron Road. This land is held for economic development purposes. GJ Tech Center, LLC (Innovative Textiles) owns a parcel immediately to the west known as Lot 2 of the City Market Subdivision. The City's property and Innovative Textiles' property is being platted together as Blue Heron Lake Industrial Park ("Park"). Action Campus, LLC (Action Bindery) will be relocating its business to the Park. For economic development, property will be conveyed to Action Bindery and Innovative Textiles within the Park. In order to transfer the land pursuant to Resolution 1-88, contract agreements for conveyance and the documents referenced in those agreements must be executed. Authorizing the City Manager to sign these contract agreements for conveyance and any additional documents to complete the terms of the agreements will allow the simultaneous recording of the plat for the Park and conveyance of the real property.

Budget: N/A

Action Requested: Authorize the City Manager to execute the contract agreements for conveyance and any other documents required by the terms of the contract agreements for conveyance of property to Innovative Textiles and Action Bindery.

Background Information: The land owned by the City was donated by the Prinster family in the late 1980's to the City of Grand Junction with the sole purpose and intent that it be used for economic development purposes, but there were no additional restrictions on the deed. Mr. Grady Busse, the owner of Action Bindery and a graduate of the Business Incubator Center, was looking for land on which to locate and expand his business, and made a request of the City to deed this land to his business for that

purpose.

The City Council has determined many issues regarding this property including access issues and zoning issues, but the most significant discussion was in a workshop on June 14, 2004. In that Council workshop the City Council discussed several items but determined that they would donate the land to Industrial Development, Inc. (IDI) and allow that entity and the Grand Junction Economic Development Partnership to negotiate the terms, with the bottom line being that Action Bindery would take possession of the property with no monetary consideration, with a reversion clause if Action Bindery does not stay on the property. It was determined that there would be no additional cash incentive.

Since that time staff has been working with both parties, the attorneys for both parties, and various consultants and professional staff on this issue. This has been a complicated and involved legal process due to the necessary documents for conveyance and completion of the plat for the Park. Staff anticipates with the City Manager's authority to execute the agreements the closing and recordation of the plat can occur by year's end.

Attachments:

Agreement to Convey Contract to Buy and Sell Real Estate

AGREEMENT TO CONVEY

This Agreement is made and entered into this _____ day of _____ 2004, by and between the City of Grand Junction, a Colorado home rule municipality ("City") and GJ Tech Center, LLC, a Colorado limited liability company ("GJ Tech"). Collectively, they may be referred to as the "Parties." The City agrees to convey the property defined below as Property One to Industrial Development, Inc., a Colorado nonprofit corporation ("IDI") on behalf of GJ Tech and GJ Tech agrees to convey the property defined below as Property Two to IDI on behalf of the City, on the terms and conditions set forth in this contract.

1. DEFINED TERMS FOR PROPERTY ONE.

a. Property One is defined as that portion of the northwest corner of Lot 2 of City Market Subdivision that lies outside of Lot 2 of Blue Heron Lake Industrial Park ("Park") as set forth in the plat ("Plat") of such Park a copy of which is attached hereto as Exhibit A, and which is also part of the "Cross-Access Ingress-Egress Easement" depicted on said Plat (See Additional Provisions in paragraph #11) and Tract K of the Park in the County of Mesa, State of Colorado, together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, all interest of GJ Tech in vacated streets and alleys adjacent thereto, except as herein excluded.

b. Property Two is defined as those portions of Lot 2 of the Park that are in addition to Lot 2 of the City Market Subdivision in the County of Mesa, State of Colorado, together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, all interest of GJ Tech in vacated streets and alleys adjacent thereto, except as herein excluded.

2. Evidence of Title.

a. Title commitment. As part of the review process, for creating the subdivision of the Park, at closing GJ Tech shall provide the City with a current title commitment for Property Two.

b. Matter not shown by the Public Records. At the time of closing GJ Tech shall deliver to the City and the City shall deliver to GJ Tech true copies of all leases in said party's possession pertaining to the respective Property to be transferred and shall disclose to the other party all easements, liens (including without limitation,

governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal, and options) not shown by the public records of which the party has actual knowledge.

3. TRANSFER OF TITLE. Subject to compliance by the acquiring party with the other terms and provisions hereof, City shall execute and deliver a good and sufficient special warranty deed to IDI on behalf of GJ Tech and GJ Tech shall execute and deliver a good and sufficient special warranty deed to IDI on behalf of the City at closing conveying the respective property free and clear of all taxes except the general taxes for the year of closing. Except as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of the parties' signatures hereon, whether assessed or not. Title shall be conveyed by each party subject to:

a. all other matters of public record,

b. distribution utility easements (including cable TV),

c. those specifically described rights of third parties not shown by the public records of which GJ Tech has actual knowledge,

d. inclusion of the Property within any special taxing district,

e. the benefits and burdens of any declaration and party wall agreements, if any, and

f. the Additional Provisions set forth in paragraph #11.

4. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

5. CLOSING COSTS, DOCUMENTS AND SERVICES. GJ Tech shall pay the closing costs and all other items required to be paid at closing, except as otherwise provided herein. The parties shall sign and complete all customary or reasonably required documents at or before closing. Fees for real estate closing services shall be paid at closing by GJ Tech.

6. **PRORATIONS.** Personal property taxes, if any, and general real estate taxes for the year of closing, based on taxes for the calendar year immediately preceding the closing shall be prorated to the date of closing.

7. **POSSESSION.** Possession of the property shall be delivered upon closing.

8. **INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS.** Except as otherwise provided in this contract, each property shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted.

9. ACKNOWLEDGEMENT OF LEGAL COUNSEL. Each party has obtained the advice of its own legal counsel regarding this Agreement or has knowingly declined to do so. The City and GJ Tech agree that the rule of construing ambiguities against the drafter shall have no application to this contract.

10. MEDIATION. If a dispute arises relating to this contract, prior to or after closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is sent by one party to the other at the party's last known address. This section shall not alter any date in this contract, unless otherwise agreed.

11. ADDITIONAL PROVISIONS.

a. Intent. The City and GJ Tech acknowledge that they own adjoining parcels of property. GJ Tech's parcel is described as Lot 2 of City Market Subdivision and the City's parcel lies generally west, northwest and southwest of GJ Tech's property in Mesa County, Colorado. The City and GJ Tech agree it is their intent to realign and adjust the boundaries of their respective properties in certain areas, and to create by plat certain easements and interests relating to the properties. To accomplish these ends, IDI will be used as an intermediary to facilitate the conveyance and platting of properties in conjunction with this Agreement. City has agreed to assemble, record and distribute documents and agrees that it shall act for the benefit of GJ Tech, IDI, and Action Campus, LLC, a Colorado limited liability company ("Action Campus"). The cost of recording the documents shall be paid by GJ Tech and Action Campus.

b. Easements. As part of this process, the Plat will be recorded with certain easements. Easements shall be dedicated to the City on the Plat as required for developments within the City and an easement for access to the City as owner of Tract L designated on the plat as a Public Access Easement. In addition, GJ Tech, Action

Campus, and the City shall enter into a Reciprocal Easement Agreement a copy of which is attached hereto as Exhibit "B" and incorporated herein.

c. Conveyance and Recording. At closing, the City will receive and record, as described above, the following instruments:

i. The City shall execute and deliver a special warranty deed conveying good and marketable title to IDI to all of the property within the Park except for Lot 2 of City Market Subdivision in Mesa County, Colorado.

ii. GJ Tech shall execute and deliver to the City a special warranty deed conveying good and marketable title to IDI to Lot 2 of City Market Subdivision in Mesa County, Colorado.

iii. GJ Tech shall obtain and deliver to the City at closing a partial release or lienholder waiver to all of Property Two and the lienholder must ratify the Plat.

iv. The Plat executed by IDI.

v. The City shall procure a special warranty deed properly executed by IDI conveying good and marketable title to GJ Tech to Lot 2 of the Park.

vi. The City shall procure a special warranty deed properly executed by IDI conveying good and marketable title to Action Campus to Lot 1 of the Park.

vii. The Reciprocal Easement Agreement executed by the City, GJ Tech, and Action Campus.

viii. The City shall then record the documents in the same order as set forth above, except the partial release or lienholder waiver shall be filed with the Public Trustee at or near the same time of the recording of the above documents.

ix. Each party shall have the right to determine to its satisfaction at closing that all of the documents described herein and contemplated in this Agreement have been properly executed, delivered, and recorded. Thereafter, each party shall have the right to make a final examination to make sure that the party received the property to be conveyed to such party by the conveyances described herein. All closing documents shall be in a form reasonably satisfactory to the parties and their respective attorneys, and shall be reviewed prior to closing.

d. Further Assurances. The parties acknowledge that it may be necessary to correct or refine certain legal descriptions, other than the Plat, as survey information is revised, and the parties therefore agree that they shall execute and deliver such further assurances and instruments as may be necessary to reasonably carry out the intent of this Agreement.

12. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL. This Agreement constitutes the entire contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this Agreement that, by its terms, is intended to be performed after termination or closing shall survive the same.

13. NOTICE, DELIVERY AND CHOICE OF LAW.

a. Physical Delivery. All notices must be in writing. Any notice required or permitted by this Agreement shall be sent or delivered via US mail, commercial courier, or hand delivery to such party at its address given below, and or via facsimile to the facsimile telephone number listed below, or to such other address or facsimile number as shall hereafter be specified by notice from the party. Any such notice shall be deemed given when so delivered at the proper address:

GJ Tech Center, LLC

Fax:_____

City of Grand Junction Attn: City Manager & City Attorney 250 North 5th Street Grand Junction, CO 81501 Fax: (970) 244-1456

Documents with original signatures shall be provided upon request of any party.

b. Choice of Law. This Agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the City of Grand Junction and the State of Colorado.

14. TERMINATION. In the event this Agreement is terminated, all payments and things of value received hereunder shall be returned and the Parties shall be relieved of all obligations hereunder.

15. WAIVER. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

16. LITIGATION. In the event of litigation by reason of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees, including the value of in-house counsel, in addition to all other reasonable expenses incurred by such litigation.

GJ Tech Center, LLC

City of Grand Junction

By:_

By:_____ Konrad L. Krauland, Member

Kelly Arnold, Manager

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL - VACANT LAND)

Date: December 8, 2004

Purchase Price: \$See Section 24.1

1. **AGREEMENT.** Buyer agrees to buy, and the undersigned Seller agrees to sell, the Property defined below on the terms and conditions set forth in this contract.

DEFINED TERMS.

2.

a. Buyer, Action Campus, LLC, will take title to the real property described below as ~ Joint Tenants ~ Tenants In Common 🗆 Other Buyer is a Colorado limited liability company.

b. Property. The Property is the following legally described real estate:

Lot 1 of Blue Heron Lake Industrial Park, a Subdivision of a part of the NW1/4 and SW1/4 of Section 9 and a replat of Lot 2 and Tract B, City Market Subdivision, T1SR1W Ute Meridian, City of Grand Junction

in the County of Mesa, Colorado, commonly known as

No.	Vacant Land on Blue Heron Rd.	Grand Junction	CO	
	Street Address	City	State	Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

Item No.	Reference	Event	Date or Deadline
1	§ 5a	Loan Application Deadline	N/A
2	§ 5b	Loan Commitment Deadline	N/A
3	§ 5c	Buyer's Credit Information Deadline	N/A
4	§ 5c	Disapproval of Buyer's Credit Deadline	N/A
5	§ 5d	Existing Loan Documents Deadline	N/A
6	§ 5d	Objection to Existing Loan Deadline	N/A
7	§ 5d	Approval of Loan Transfer Deadline	N/A
8	§ 6a(4)	Appraisal Deadline	N/A
9	§ 7a	Title Deadline	December 17, 2004

c. Date and Deadlines.

10	§ 7c	Survey Deadline	December 17, 2004
11	8c	Survey Objection Deadline	December 20, 2004
12	§ 7b	Document Request Deadline	December 20, 2004
13	§ 8a	Title Objection Deadline	December 20, 2004
14	§ 8b	Off-Record Matters Deadline	December 20, 2004
15	§ 8b	Off-Record Matters Objection Deadline	December 20, 2004
16	§ 10	Seller's Property Disclosure Deadline	December 17, 2004
17	§ 10a	Inspection Objection Deadline	December 20, 2004
18	§ 10b	Resolution Deadline	December 21, 2004
19	10c	Property Insurance Objection Deadline	December 21, 2004
20	§ 11	Closing Date	December 21, 2004
21	§ 16	Possession Date	December 21, 2004
22	§ 16	Possession Time	5:00 p.m.
23	§ 27	Acceptance Deadline Date	December 10, 2004
24	§ 27	Acceptance Deadline Time	5:00 p.m.

d. Attachments. The following are a part of this contract: NONE

Note: The following disclosure forms are attached but are not a part of this contract: NONE

e. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this contract.

3. INCLUSIONS AND EXCLUSIONS. The Purchase Price includes the following items (Inclusions):

a. Fixtures. If attached to the Property on the date of this contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, sprinkler systems and controls; and NONE

b. Exclusions. The following attached fixtures are excluded from this sale: NONE.

c. Personal Property. If on the Property whether attached or not on the date of this contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, storage sheds, and all keys. If checked, the following are included: ~ Smoke/Fire Detectors, ~ Security Systems; and NONE.

d. Transfer of Personal Property. The Personal Property to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes, (except personal property taxes for the year of closing), liens

and encumbrances, except NONE. Conveyance shall be by bill of sale or other applicable legal instrument.

	e.	Trade Fixtures.	With respect	t to trade fixtures, Seller and Buyer agree as follows: NONE.
4.	PUR	CHASE PRICE AN	ND TERMS.	The Purchase Price set forth below shall be payable in U.S.
Dollar	s by Bu	yer as follows:		

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	\$0	
2	§ 4a	Earnest Money		\$
3	§ 4b(1)	New First Loan		
4	§ 4b(2)	New Second Loan		
5	§ 4c	Assumption Balance		
6	§ 4 d	Seller or Private Financing		
7				
8				
9	§ 4e	Cash at Closing		
10		TOTAL	\$	\$

Note: If there is an inconsistency between the Purchase Price on the first page and this §4, the amount in §4 shall control.

a. Earnest Money. The Earnest Money set forth in this Section, in the form of N/A, is part payment of the Purchase Price and shall be payable to and held by N/A, (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered with this contract unless the parties mutually agree and set forth a different deadline in writing for its payment. The parties authorize delivery of the Earnest Money deposit to the closing company, if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on earnest money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.

- b. New Loan. Intentionally omitted.
- c. Assumption. Intentionally omitted.
- d. Seller or Private Financing. Intentionally omitted.
- e. Cash at Closing. Intentionally omitted.
- FINANCING CONDITIONS AND OBLIGATIONS. Intentionally omitted.

6. APPRAISAL PROVISIONS.

5.

a. Appraisal Condition. This subsection a. ~ Shall \Box Shall Not apply.

Buyer shall have the sole option and election to terminate this contract if the Purchase Price exceeds the Property's valuation determined by an appraiser engaged by N/A. The contract shall terminate by Buyer giving Seller written notice of termination and either a copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price, received on or before **Appraisal Deadline (§** 2c). If Seller does not receive such written notice of termination on or before **Appraisal Deadline (§** 2c), Buyer waives any right to terminate under this subsection.

b. Cost of Appraisal. Cost of any appraisal to be obtained after the date of this contract shall be timely paid by ~ Buyer ~ Seller.

7. EVIDENCE OF TITLE.

a. **Evidence of Title; Survey.** On or before **Title Deadline (§** 2c), Seller shall cause to be furnished to Buyer, at Seller's expense, a current commitment for owner's title insurance policy (Title

Commitment) in an amount equal to the Purchase Price, or if this box is checked, ~ An Abstract of title certified to a current date. At Seller's expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. If a title insurance commitment is furnished, it \Box Shall ~ Shall Not commit to delete or insure over the standard exceptions which relate to:

- (1) parties in possession,
- (2) unrecorded easements,
- (3) survey matters,
- (4) any unrecorded mechanic's liens,
- (5) gap period (effective date of commitment to date deed is recorded), and

(6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

Any additional premium expense to obtain this additional coverage shall be paid by **~Buyer ~Seller.**

b. Copies of Exceptions. On or before Title Deadline (§ 2c), Seller, at Seller's expense, shall furnish to Buyer, (1) a copy of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a title insurance commitment is required to be furnished, and if this box is checked ~ Copies of any Other Documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these documents pursuant to this subsection if requested by Buyer any time on or before the Document Request Deadline (§ 2c). This requirement shall pertain only to documents as shown of record in the offices of the clerk and recorder. The abstract or title insurance commitment, together with any copies or summaries of such documents furnished pursuant to this section, constitute the title documents (Title Documents).

c. Survey. On or about Survey Deadline (§ 2c) □ Seller ~ Buyer shall cause Bayer and the issuer of the Title Commitment or the provider of the opinion of title of an abstract, to receive a current ~ Improvement Survey Plat ~ Improvement Location Certificate □ ALTA Survey (the description checked is known as Survey). An amount not to exceed \$*all costs* for Survey shall be paid by ~ Buyer □ Seller.
 8. TITLE AND SURVEY REVIEW.

a. Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title, form or content of Title Commitment or of any other unsatisfactory title condition shown by the Title Documents, notwithstanding § 12, shall be signed by or on behalf of Buyer and given to Seller on or before Title Objection Deadline (§ 2c), or within five (5) calendar days after receipt by Buyer of any change to the Title Documents or endorsement to the Title Commitment together with a copy of the document adding any new Exception to title. If Seller does not receive Buyer's notice by the date specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

b. Matters not Shown by the Public Records. Seller shall deliver to Buyer, on or before Off-Record Matters Deadline (§ 2c) true copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal, and options) not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party has any right in the Property not shown by the public recorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition disclosed by Seller or revealed by such inspection, notwithstanding § 12, shall be signed by or on behalf of Buyer and given to Seller on or before **Off-Record Matters Objection Deadline** (§ 2c). If Seller does not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

c. Survey Review. Buyer shall have the right to inspect Survey. If written notice by or on half of Buyer of any unsatisfactory condition shown by Survey, notwithstanding § 8b or § 12, is received by Seller on or before Survey Objection Deadline (§ 2c) then such objection shall be deemed an unsatisfactory title condition. If Seller does not receive Buyer's notice by Survey Objection Deadline (§ 2c), Buyer accepts Survey as satisfactory.

d. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

In the event the Property is located within a special taxing district and Buyer desires to terminate this contract as a result, if written notice is received by Seller on or before **Off-Record Matters Objection Deadline (§** 2c), this contract shall then terminate. If Seller does not receive Buyer's notice by such date, Buyer accepts the effect of the Property's inclusion in such special taxing district and waives the right to terminate.

e. Right to Object, Cure. Buyer's right to object shall include, but not be limited to those matters listed in § 12. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition or commitment terms as provided in § 8 a, b, c and d above, Seller shall use reasonable efforts to correct said items and bear any nominal expense to correct the same prior to Closing. If such unsatisfactory title condition is not corrected to Buyer's satisfaction on or before Closing, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller on or before Closing, waive objection to such items.

f. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including without limitation boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and other unrecorded agreements, and various laws and governmental regulations concerning land use, development and environmental matters. The surface estate may be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them rights to enter and use the Property. Such matters may be excluded from the title insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this contract (e.g., **Title Objection Deadline** [§ 2c] and **Off-Record Matters Objection Deadline** [§ 2c]).

9. LEAD-BASED PAINT. Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, this contract shall be void unless a completed Lead-Based Paint Disclosure (Sales) form is signed by Seller and the required real estate licensees, which must occur prior to the parties signing this contract.

10. PROPERTY DISCLOSURE, INSPECTION AND INSURABILITY; BUYER DISCLOSURE. On or before **Seller's Property Disclosure Deadline** (§ 2c), Seller agrees to provide Buyer with a written disclosure of adverse matters regarding the Property completed by Seller to the best of Seller's current actual knowledge.

a. Inspection Objection Deadline. Buyer shall have the right to have inspections of the physical condition of the Property and Inclusions, at Buyer's expense. If the physical condition of the Property or Inclusions is unsatisfactory in Buyer's subjective discretion, Buyer shall, on or before Inspection Objection Deadline (§ 2c):

(1) notify Seller in writing that this contract is terminated, or

(2) provide Seller with a written description of any unsatisfactory physical condition which Buyer requires Seller to correct (Notice to Correct).

If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 2c), the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Buyer.

b. Resolution Deadline. If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Resolution Deadline (§ 2c), this contract shall terminate one calendar day following the Resolution Deadline (§ 2c), unless before such termination Seller receives Buyer's written withdrawal of the Notice to Correct.

c. Insurability. This contract is conditioned upon Buyer's satisfaction, in Buyer's subjective discretion, with the availability, terms, conditions and premium for property insurance. This contract shall terminate upon Seller's receipt, on or before **Property Insurance Objection Deadline** (§ 2c) of Buyer's written notice that such insurance was not satisfactory to Buyer. If said notice is not timely received, Buyer shall have waived any right to terminate under this provision.

d. Damage, Liens and Indemnity. Buyer is responsible for payment for all inspections, surveys, engineering reports or for any other work performed at Buyer's request and shall pay for any damage which occurs to the Property and Inclusions as a result of such activities. Buyer shall not permit claims or liens of any kind against the Property for inspections, surveys, engineering reports and for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost of expense incurred by Seller in connection with any such inspection, claim, or lien. This indemnity includes Seller's reasonable attorney and legal

fees. The provisions of this subsection shall survive the termination of this contract.

11. **CLOSING.** Delivery of deed from Seller to Buyer shall be at Closing (Closing). Closing shall be on the date specified as the **Closing Date** (§ 2c) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by *mutual agreement*.

12. TRANSFER OF TITLE. Subject to tender or payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient *special warranty* deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:

a. those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with § 8a [Title Review],

b. distribution utility easements,

c. those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with § 8b [Matters Not Shown by the Public Records] and § 8c (Survey Review),

d. inclusion of the Property within any special taxing district,

e. the benefits and burdens of any declaration and party wall agreements, if any, and

f. other: NONE

13. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this transaction or from any other source.

14. CLOSING COSTS, DOCUMENTS AND SERVICES. Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items required to be paid at Closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing. Fees for real estate Closing services shall be paid at Closing by ~One-Half by Buyer and One-Half by Seller ~ Buyer \Box Seller ~ Other

The local transfer tax of 0% of the Purchase Price shall be paid at Closing by ~ One-half by Buyer and One-half by Seller ~ Buyer ~ Seller ~ Other. Any sales and use tax that may accrue because of this transaction shall be paid when due by ~ Buyer ~ Seller.

15. PRORATIONS. The following shall be prorated to **Closing Date** (§ 2c), except as otherwise provided:

a. Taxes. Personal property taxes, if any, and general real estate taxes for the year of closing, based on ~ Taxes for the Calendar Year Immediately Preceding Closing

Most Recent Assessment ~ Other .

b. Rents. Rents based on ~ **Rents Actually Received** ~ **Accrued**. Security deposits held by Seller shall be credited to Buyer. Seller shall assign all leases to Buyer and Buyer shall assume such leases.

c. Other Prorations. Water and sewer charges; interest on any continuing loan, and NONE.

d. Final Settlement. Unless otherwise agreed in writing, these prorations shall be final.

16. POSSESSION. Possession of the Property shall be delivered to Buyer on Possession Date and

Possession Time (§ 2c), subject to the following lease(s) or tenancy(s): NONE

If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of N/A per day from the **Possession Date** (§ 2c) until possession is delivered.

17. NOT ASSIGNABLE. This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

18. INSURANCE, CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS. Except as otherwise provided in this contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted.

a. Casualty Insurance. In the event the Property or Inclusions shall be damaged by fire or other casualty prior to Closing, in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same before the Closing Date (§ 2c). In the event such damage is not repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of Buyer by delivering to Seller written notice of termination. Should Buyer elect to carry out this contract despite such damage, Buyer shall be entitled to a credit, at Closing, for all the insurance proceeds resulting from such damage to the Property and Inclusions payable to Seller but not the owners' association, if any, plus the amount of any deductible provided for in such insurance policy, such credit not to exceed the total Purchase Price.

b. Damage, Inclusions and Services. Should any Inclusion or service (including systems and components of the Property, e.g. heating plumbing, etc.) fail or be damaged between the date of this contract and Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion or service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion, service or fixture is not the responsibility of the owners' association, if any, less any insurance proceeds received by Buyer covering such repair or replacement.

c. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, shall have the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Buyer and Seller acknowledge that the respective broker has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this contract.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

a. If Buyer is in Default:

~ (1) Specific Performance. Seller may elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in

full force and effect and Seller shall have the right to specific performance or damages, or both. ~
 (2) Liquidated Damages. All payments and things of value received hereunder shall be

forfeited by Buyer and retained on behalf of Seller and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are LIQUIDATED DAMAGES and (except as provided in subsection c) are SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this contract. Seller expressly waives the remedies of specific performance and additional damages.

b. If Seller is in Default: Buyer may elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

c. Costs and Expenses. In the event of any arbitration or litigation relating to this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

21. **MEDIATION.** If a dispute arises relating to this contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is sent by one party to the other at the party's last known address. This section shall not alter any date in this contract, unless otherwise agreed.

22. EARNEST MONEY DISPUTE. In the event of any controversy regarding the Earnest Money and things of value (nothwithstanding any termination of this contract or mutual written instructions), Earnest Money Holder shall not be required to take any action. Earnest Money Holder may await any proceeding, or at its option and sole discretion, interplead all parties and deposit any money or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees.

23. TERMINATION. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to §§ 10d, 21 and 22.

24. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

- a. The consideration for this contract, which the parties acknowledge and agree is adequate, is Buyer's commitment to utilize the Property for economic development purposes as contemplated by City of Grand Junction Resolution No. 1-88. The proposed use as represented by the developer, once constructed and operational, will be deemed to satisfy this purpose.
- b. This contract is contingent on and subject to the Buyer obtaining approval from the City of Grand Junction of the Buyer's proposed development plan for the Property, which approval shall

be obtained prior to the Closing Date. In the event Buyer's development plan has not been approved by the City of Grand Junction prior to Closing, Buyer may, at Buyer's option, extend the Closing Date up to 90 days pending approval of Buyer's development plan.

- c. Buyer agrees to diligently pursue construction of improvements on the Property in accordance with Buyer's development plan.
- d. In the event Buyer does not complete construction of improvements and/or cause the improvements to be wholly operational, in accordance with Buyer's development plan, within three years from date of Closing or if Buyer desires to sell the Property or any portion of the Property or a majority interest of stock of Buyer within three years from date of Closing, then Seller or its designee shall for a period of 60 days, have the right to purchase the Property from Buyer for an amount equal to Buyer's actual out of pocket expenses incurred in the construction of improvements on the Property at the rate, specified in Buyer's development improvements agreement. Seller may exercise this right by providing Buyer with written notice at any time within the 30 day option period referred above. If the purchase/repurchase option is exercised, Closing shall occur within 30 days following written notice to Buyer. Buyer shall reconvey the Property to Seller or its designee by Special Warranty Deed free and clear of all liens and encumbrances created or allowed by Buyer.
- e. The parties acknowledge that the Property is currently owned by the City of Grand Junction. The City of Grand Junction acquired the property with the condition that is be used for economic development purposes. This contract is contingent upon approval by the City of Grand Junction and transfer of the Property to Seller prior to closing.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL. This agreement constitutes the entire contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this contract that, by its terms, is intended to be performed after termination or Closing shall survive the same.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

a. Physical Delivery. Except for the notice requesting mediation described in §21, and except as provided in § 26b below, all notices must be in writing. Any notice to Buyer shall be effective when received by Buyer or by Selling Brokerage Firm, and any notice to Seller shall be effective when received by Seller or Listing Brokerage Firm.

b. Electronic Delivery. As an alternative to physical delivery, any signed document and written notice may be delivered in electronic form by the following indicated methods only: ~ Facsimile ~ E-mail ~ None. Documents with original signatures shall be provided upon request of any party.

c. Choice of Law. This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of acceptance pursuant to § 26 on or before Acceptance Deadline Date (§ 2c) and Acceptance Deadline Time (§ 2c). If accepted, this document shall become a contract between Seller and Buyer. A copy of this

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

DATE: _____

ACTION CAMPUS, LLC

By_____

Address: P.O. Box 1846 Grand Junction, CO 81502 Phone No: Fax No:

DATE: _____

INDUSTRIAL DEVELOPMENT INCORPORATED

Ву_____

Address: 360 Grand Ave. Grand Junction, CO 81501

Phone No: (970) 242-3674

Public Hearing 2005 Budget Appropriation Ordinances

CITY COUNCIL AGENDA										
Subject	Ar	Annual Appropriation Ordinance for 2005								
Meeting Date	De	December 15, 2004								
Date Prepared	12	12/07/04					File #			
Author	La	Lanny Paulson Bud					t & Accounting Manager			
Presenter Name	Ron Lappi					Administrative Services & Finance Director				
Report results back to Council	X	No			Yes	When				
Citizen Presentation		Yes	S	Х	No	Name				
Workshop	Х	X Formal Agenda				la	Consent	x	Individual Consideration	

CITY OF GRAND JUNCTION

Summary: The total appropriation for all thirty-seven accounting funds budgeted by the City of Grand Junction (including the Ridges Metropolitan District, Grand Junction West Water and Sanitation District, and the Downtown Development Authority) is \$149,839,880. Although not a planned expenditure, an additional \$3,500,000 is appropriated as a emergency reserve in the General Fund pursuant to Article X, Section 20 of the Colorado Constitution.

Budget: Pursuant to statutory requirements the total appropriation adjustments are at the fund level as specified in the ordinance.

Action Requested/Recommendation: Final passage on December 15th, 2004.

Attachments: n/a

Background Information: With the following exceptions the budget, by fund, is as presented to the City Council at the Budget Workshop on Monday November 15, 2004.

- \$500,000 was added to the Sales Tax CIP Fund for the Affordable Housing Initiative to be funded by a transfer from the General Fund.
- \$120,000 was added to the General Fund for Neighborhood Programs.

\$25,000 was added to the General Fund for the Buffer Zone program.

Ordinance No. _____

THE ANNUAL APPROPRIATION ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO, THE RIDGES METROPOLITAN DISTRICT, AND THE GRAND JUNCTION WEST WATER AND SANITATION DISTRICT, FOR THE YEAR BEGINNING JANUARY 1, 2005, AND ENDING DECEMBER 31, 2005.

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

SECTION 1. That the following sums of money, or so much therefore as may be necessary, be and the same are hereby appropriated for the purpose of defraying the necessary expenses and liabilities, and for the purpose of establishing emergency reserves of the City of Grand Junction, for the fiscal year beginning January 1, 2005, and ending December 31, 2005, said sums to be derived from the various funds as indicated for the expenditures of:

FUND NAME	FUND #	APPROPRIATION	Emergency Reserve
General	100	\$ 45,425,149	\$ 3,500,000
Enhanced 911 Special Revenue	101	\$ 1,144,196	
Visitor & Convention Bureau	102	\$ 1,391,783	
DDA Operations	103	\$ 242,584	
CDBG Special Revenue	104	\$ 450,000	
Parkland Expansion	105	\$ 434,898	
Golf Course Expansion	107	\$ 145,000	
Economic Development	108	\$ 787,944	
DDA/TIF Special Revenue	109	\$ 831,738	
Conservation Trust Special Revenue	110	\$ 415,000	
Sales Tax CIP	201	\$ 18,029,122	
Storm Drainage Improvement	202	\$ 5,426,663	
DDA/TIF/CIP	203	\$ 1,136,000	
Riverside Parkway Capital Improvement	204	\$ 35,000,000	
Future Street Improvements	207	\$ 600,000	
Facilities	208	\$ 1,000,000	
Water	301	\$ 4,288,084	
Solid Waste	302	\$ 2,441,876	
Two Rivers Convention Center	303	\$ 2,343,347	
Swimming Pools	304	\$ 734,895	
Lincoln Park Golf Course	305	\$ 678,776	
Tiara Rado Golf Course	306	\$ 1,143,481	
Parking	308	\$ 249,551	
Irrigation	309	\$ 205,357	
Data Processing	401	\$ 2,040,477	
Equipment	402	\$ 2,575,239	
Stores	403	\$ 228,320]
Self Insurance	404	\$ 1,204,512]
Communications Center	405	\$ 3,336,807	

TOTAL ALL FUNDS		\$ 149,839,880	\$ 3,500,000
Joint Sewer System	900	\$ 10,682,786	
Cemetery Perpetual Care	704	\$ 45,000	
Parks Improvement Advisory Board	703	\$ 21,000	
Grand Junction Public Finance Corp.	614	\$ 286,298	
Ridges Metro District Debt Service	613	\$ 226,190	
GJWWSD Debt Service	612	\$ 155,181	
DDA Debt Service	611	\$ 784,238	
General Debt Service	610	\$ 3,708,388	

SECTION 2. The following amounts are hereby levied for collection in the year 2004 and for the specific purpose indicated:

	Millage <u>Rate</u>	Amount <u>Levied</u>
City of Grand Junction General Fund Temporary Credit Mill Levy Net Levy	8.000 <u>640</u> 7.360	\$4,235,680 <u>- 338,612</u> \$3,897,068
Ridges Metropolitan District #1	7.000	\$123,983
Grand Junction West Water & Sanitation District	6.000	\$78,179
Downtown Development Authority	5.000	\$127,964

INTRODUCED AND ORDERED PUBLISHED the 1st day of December, 2004.

PASSED AND ADOPTED the 15th day of December, 2004.

Attest:

President of the Council

City Clerk

Attach 23 Land Use Applications Along the Proposed Riverside Parkway Alignment CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA										
Subject		Land Use Applications Along the Proposed Riverside Parkway Alignment								
Meeting Date	December 15, 2004									
Date Prepared	December 13, 2004 File #									
Author	John Shaver				City	Atto	torney			
Presenter Name										
Report results back to Council	x	No		Yes	Whe	n				
Citizen Presentation		Yes X No			Nam	е				
Workshop	X Formal Agenda				a		Consent	x	Individual Consideration	

Summary: The City Council will soon begin consideration of the "urban design" elements of the Riverside Parkway project. Part of that consideration is how certain land uses along the Parkway will integrate into the design of the Parkway and whether the current Zoning Code adequately reflects the desires of the community pertaining to the construction, development or placement of off premise signs at, near or along the proposed alignment of the Riverside Parkway. The Council has suggested to staff that it should consider the possibility of developing a corridor overlay and/or other specific changes to the Zoning and Development Code regulating the placement of off premise signs upon completion of the construction of the Riverside Parkway. The specifics of that review will commence upon adoption of the attached resolution.

Budget: Costs are dependent on the chosen course of action.

Action Requested/Recommendation: Council consideration of the attached resolution and policy direction.

Attachments: Resolution and exhibit.

Background Information: Consistent with the City's authority and obligation to promote the health, safety and general welfare of the citizens and residents of the City, the City Council will deliberate the attached resolution. As proposed, the resolution directs the City Manager to not accept, process or act on any development applications or issue any permits for off premises signs to any applicant that may be anticipating the creation of a frontage location for such sign(s) as a result of the construction of the Riverside Parkway. Because of the

importance of the Riverside project to the community, the complexity of the review that will be required and the fact that the majority of all properties along the proposed alignment of the Riverside Parkway do not presently have frontage that would allow for the placement of signs and/or are presently restricted from placing signs under the Zoning Code, the policy stated in the resolution is reasonable.

RESOLUTION NO.

A RESOLUTION DIRECTING THE CITY MANAGER CONCERNING OFF PREMISE SIGN APPLICATIONS ON OR NEAR THE PROPOSED ALIGNMENT OF THE RIVERSIDE PARKWAY

Recitals.

- A. The purpose of this Resolution is to afford the City an opportunity to carefully evaluate and determine as appropriate, the proper location, if any, the proper additional special regulation, if any and other considerations including the possible barring, as allowed by law, of off premises signs along the proposed alignment of the Riverside Parkway.
- B. The City Council directs the City Manager to evaluate making changes to the Zoning and Development Code pertaining to the construction, development or placement of off premise signs at, near or along the proposed alignment of the Riverside Parkway, including the possibility of developing a corridor overlay and/or other specific changes to the Zoning and Development Code regulating the placement of off premise signs upon completion of the construction of the Riverside Parkway.
- C. Consistent with the City's authority and obligation to promote the health, safety and general welfare of the citizens and residents of the City, the City Council does hereby direct the City Manager to not accept, process or act on any development applications or issue any permits for off premises signs to any applicant that may be anticipating the creation of a location for such sign(s) as a result of the construction of the Riverside Parkway.
- D. The proposed alignment of the Riverside Parkway is generally shown on Exhibit A which is attached hereto and incorporated by this reference as if fully set forth.
- E. This resolution is found to be reasonable and proper because the Riverside Parkway does not yet exist and therefore there are no parcels with street frontage for which an application for an off premises sign would be suitable. Any application made at this time would be speculative and would not be premised on a reasonable investment backed expectation.

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

The foregoing Recitals are adopted as the policy of the Council; that the City manager shall act consistently therewith and shall report back to City Council as soon as is practicable with recommendations.

PASSED and ADOPTED this 15th day of December 2004

Attest:

Bruce Hill President of the Council

Stephanie Tuin City Clerk