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

**WEDNESDAY, OCTOBER 5, 2005, 7:00 P.M.**

**CALL TO ORDER**

Pledge of Allegiance

Invocation – Jim Hale, Spirit of Life Christian Fellowship

**PRESENTATION OF CERTIFICATES OF APPOINTMENTS**

TO THE RIVERFRONT COMMISSION

TO THE URBAN TRAILS COMMITTEE

**PROCLAMATIONS / RECOGNITIONS**

PROCLAIMING OCTOBER 2005 AS “NATIONAL HEAD START AWARENESS MONTH” IN THE CITY OF GRAND JUNCTION

PROCLAIMING OCTOBER 2 – 8, 2005 AS “NATIONAL 4-H WEEK” IN THE CITY OF GRAND JUNCTION

PROCLAIMING OCTOBER 9 – 15, 2005 AS “FIRE PREVENTION WEEK” IN THE CITY OF GRAND JUNCTION

RECOGNITION OF NEIGHBORHOOD ORGANIZATION – GRAND VISTA NEIGHBORHOOD

**CITIZEN COMMENTS**

\*\*\* Indicates New Item

® Requires Roll Call Vote

**\*\*\* CONSENT CALENDAR \*\*\*®**

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

*Action: Approve the Minutes of the September 21, 2005 Special Session and the Minutes of the September 21, 2005 Regular Meeting*

2. **Leases for City-wide Copy Machines** [Attach 2](#)

Approval to lease copy machines utilizing Colorado State Award for use city-wide.

*Action: Authorize the Purchasing Department to Lease 25 Copy Machines in the Amount of \$132,805.03 Annually*

Staff presentation: Ron Lappi, Administrative Services and Finance Director  
Ron Watkins, Purchasing Manager

3. **Award of Construction Contract for the 7<sup>th</sup> Street and Patterson Road Intersection Improvements** [Attach 3](#)

The 7<sup>th</sup> and Patterson Intersection Improvements includes the construction of a new right-turn lane for eastbound traffic on Patterson Road at the 7<sup>th</sup> Street intersection. The new turn lane will help relieve traffic congestion at the intersection in the a.m. and p.m. peak hours.

*Action: Authorize the City Manager to Sign a Construction Contract for the 7<sup>th</sup> and Patterson Intersection Improvements with Reyes Construction, Inc. in the Amount of \$264,210.35*

Staff presentation: Mark Relph, Public Works and Utilities Director

4. **Award of Construction Contract for the 2005 Sewer Interceptor** [Attach 4](#)

The project will utilize "trenchless technology" to install cured-in-place-pipe (CIPP) to rehabilitate 1,146 feet of 24 inch vitrified clay pipe (West Avenue Interceptor) and 544 feet of 8 inch concrete pipe (25 1/2 Road Pomona School).

*Action: Authorize the City Manager to Sign a Construction Contract for the 2005 Sewer Interceptor Rehabilitations with Western Slope Utilities in the Amount of \$138,164.00*

Staff presentation: Mark Relph, Public Works and Utilities Director

5. **Purchase of an Automated Refuse Truck** [Attach 5](#)

This is for the purchase of a 2006 Mack Truck with a Heil 26-yard automated trash body. This unit is being purchased as an addition to the current Solid Waste Fleet. The lead time on this trash truck is 250 days, which puts the delivery well into 2006. The request is to purchase this truck now, in October 2005, so the company can begin the build process.

*Action: Authorize the City Purchasing Manager to Purchase a 2006 Mack Truck with a Heil 26-yard Automated Side Load Trash Body from Western Colorado Truck Center, Grand Junction, CO in the Amount of \$199,123.00*

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

6. **Request to Continue Annexation Public Hearing for the Bookcliff Veterinary Hospital Annexation until the December 21, 2005 City Council Meeting** [File #ANX-2005-076] CONTINUED FROM JULY 6, 2005 [Attach 6](#)

Request to continue the Annexation Public Hearing for the Bookcliff Veterinary Hospital Annexation as previously rescheduled and published for the October 5, 2005 City Council Meeting. The request to continue is due to further research required of the existing legal description and associated land ownership issues regarding the area of the adjacent Grand Valley Canal. City staff is requesting the Annexation Public Hearing be continued until the December 21, 2005 City Council Meeting.

*Action: Continue the Public Hearing and Final Consideration of the Annexation Ordinance until the December 21, 2005 City Council Meeting*

Staff presentation: Scott D. Peterson, Associate Planner

7. **Setting a Hearing on Zoning the Ace Hardware Annexation, Located at 2140 Broadway** [File #ANX-2005-177] [Attach 7](#)

Introduction of a proposed zoning ordinance to zone the Ace Hardware Annexation B-1, located at 2140 Broadway

Proposed Ordinance Zoning the Ace Hardware Annexation to B-1, Located at 2140 Broadway

*Action: Introduction of a Proposed Ordinance and Set a Hearing for October 19, 2005*

Staff presentation: Senta L. Costello, Associate Planner

8. **Setting a Hearing for the Ruckman Annexation, Located at 2903 and 2909 B ½ Road** [File #ANX-2005-210] [Attach 8](#)

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 3.47 acre Ruckman Annexation consists of 2 parcels.

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

Resolution No. 158-05 – 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, Ruckman Annexation, Located at 2903 and 2909 B ½ Road

*®Action: Adopt Resolution No. 158-05*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ruckman Annexation, Approximately 3.47 Acres, Located at 2903 and 2909 B ½ Road

*Action: Introduction of a Proposed Ordinance and Set a Hearing for November 16, 2005*

Staff presentation: Senta L. Costello, Associate Planner

9. **Setting a Hearing to Amend the Smoking Ordinance** [Attach 9](#)

Ordinance No. 3540 regulating smoking in public places was adopted on July 2, 2003 and went into effect on January 1, 2004. Since that date, questions have arisen regarding the terms and the intent of the ordinance. Amending the smoking ordinance as the ordinance was codified is proposed to clarify its intent, its meaning, and its enforcement.

Proposed Ordinance Amending Chapter 16, Article VI, Section 16-127, of the Code of Ordinances (Smoking)

*Action: Introduction of a Proposed Ordinance and Set a Hearing for October 19, 2005*

Staff presentation: John Shaver, City Attorney

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

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

10. **Public Hearing – An Ordinance Amending the Dog Regulations, Chapter 6 of the Code of Ordinances** [Attach 10](#)

Amendments to Article III (Dogs and Cats) of Chapter 6 (Animals) of the Grand Junction Code of Ordinances concerning impoundment and licensing of dogs, control of dangerous dogs, exceptions to the prohibition of dogs at large, a surcharge on fines for dog at large and correction of scriveners' errors are proposed.

Ordinance No. 3827 – An Ordinance Amending Parts of Chapter 6, Article III of the City of Grand Junction Code of Ordinances Relating to Licensing and Impoundment of Dogs, Dogs at Large, Control of Dogs, Dangerous Dogs, A Surcharge on Fines for the Purpose of Funding Dog Park(s) and Correction of Scriveners' Errors and Authorize the Publication in Pamphlet Form

*®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3827*

Staff presentation: John Shaver, City Attorney

11. **Public Hearing – Rezone Lots 1 & 2, Chiroconnection Simple Subdivision from RMF-8, Residential Multi-Family – 8 Units/acre to RO, Residential Office, Located at 1705 & 1715 N. 1<sup>st</sup> Street** [File # RZ-2005-153] [Attach 11](#)

The petitioner, William C. Weimer, is requesting approval to rezone two (2) properties located at 1705 & 1715 N. 1<sup>st</sup> Street from RMF-8 to RO. The two (2) properties total 0.41 acres. The Planning Commission recommended approval at its September 13, 2005 meeting.

Ordinance No. 3828 – An Ordinance Rezoning the Property Known as the Weimer Properties Rezone from Residential Multi-Family – 8 units/acre (RMF-8) to Residential Office (RO), Located at 1705 & 1715 N. 1<sup>st</sup> Street

*®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3828*

Staff presentation: Scott D. Peterson, Associate Planner

12. **Amendment #4 of Engineering Services Contract with Carter & Burgess for Riverside Parkway** [Attach 12](#)

This amendment is the fourth of five planned amendments to the existing contract with the engineering firm of Carter & Burgess. This scope of services covers the construction engineering and field inspection for the Riverside Parkway Phase I.

*Action: Authorize the City Manager to Amend the Existing Contract with Carter & Burgess for a Total Fee of \$9,380,440*

Staff presentation: Mark Relph, Public Works and Utilities Director

13. **Intergovernmental Agreement with CDOT for the Construction of the US-50/Riverside Parkway Interchange** [Attach 13](#)

The City has completed a Feasibility Study and Environmental Assessment for the proposed interchange connection of Riverside Parkway and US-50 Highway according to CDOT's 1601 Interchange Approval Process earlier this year. The 1601 process requires that the City and CDOT enter into an Intergovernmental Agreement (IGA) to define the responsibilities for the construction and maintenance of the facilities associated with this interchange.

Resolution No. 159-05 – A Resolution Authorizing an Intergovernmental Agreement Between the City of Grand Junction and the Colorado Department of Transportation (CDOT) Regarding US-50/Riverside Parkway Interchange

®Action: *Adopt Resolution No. 159-05*

Staff presentation: Mark Relph, Public Works and Utilities Director

14. **Purchase of Property at 2499 Highway 6&50 for the Riverside Parkway Project** [Attach 14](#)

The City has entered into a contract to purchase a portion of the property at 2499 Highway 6&50 from Velva V. Carnes. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Resolution No. 160-05 – A Resolution Authorizing the Purchase of Real Property at 2499 Highway 6 & 50 from Velva V. Carnes

®Action: *Adopt Resolution No. 160-05*

Staff presentation: Mark Relph, Public Works and Utilities Director

15. **Purchase of Property at 620 Noland Avenue for the Riverside Parkway Project** [Attach 15](#)

The City has entered into a contract to purchase right-of-way at 620 Noland Avenue from 3P Development Company. The City's obligation to purchase this right-of-way is contingent upon Council's ratification of the purchase contract.

Resolution No. 161-05 – A Resolution Authorizing the Purchase of Right-of-Way at 620 Noland Avenue from 3P Development Company

®Action: *Adopt Resolution No. 161-05*

Staff presentation: Mark Relph, Public Works and Utilities Director

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

17. **OTHER BUSINESS**

\*\*\* Volunteer Board Vacancies

18. **ADJOURNMENT**



**Attach 1**  
**Minutes from Previous Meetings**  
**GRAND JUNCTION CITY COUNCIL**  
**SPECIAL SESSION MINUTES**  
**SEPTEMBER 21, 2005**

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, September 21, 2005 at 5:30 p.m. in the Administration Conference Room, 2<sup>nd</sup> Floor of City Hall. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Jim Doody, Gregg Palmer, Jim Spehar, Doug Thomason, and President of the Council Bruce Hill. Also present was City Manager Kelly Arnold.

Other staff members present were City Attorney John Shaver, Public Works and Utilities Director Mark Relph, and Project Manager for Riverside Parkway, Jim Shanks.

Council President Hill called the meeting to order.

Councilmember Spehar moved to go into executive session for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators under section 402(4)(e) of the Open Meetings Law relative to Bresnan Communications; and to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under section 402(4)(a) of the Open Meetings Law relative to Riverside Parkway Project and Council will not be returning to open session.

Councilmember Beckstein seconded the motion. The motion carried.

The City Council convened into executive session at 5:31 p.m.

Stephanie Tuin, MMC  
City Clerk

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

**SEPTEMBER 21, 2005**

The City Council of the City of Grand Junction convened into regular session on the 21<sup>st</sup> day of September 2005, at 7:10 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Jim Doody, Gregg Palmer, Jim Spehar, Doug Thomason and President of the Council Bruce Hill. Also present were City Manager Kelly Arnold, City Attorney John Shaver and City Clerk Stephanie Tuin.

Council President Hill called the meeting to order. Councilmember Doody led in the pledge of allegiance. The audience remained standing for the invocation by Pastor Mark Quist, New Life Church.

Council President Hill announced that today he, along with Judge Palmer and Communications Coordinator Sam Rainguet hosted 60 third graders in this room and invited them to watch tonight's broadcast.

**PRESENTATION OF CERTIFICATES OF APPOINTMENTS**

TO THE RIVERFRONT COMMISSION

Kathy Herzog was present to receive her certificate. Lesley Blumberg was not present.

**PROCLAMATIONS / RECOGNITIONS**

PROCLAIMING OCTOBER 2005 AS "PHYSICAL THERAPY MONTH" IN THE CITY OF GRAND JUNCTION

PROCLAIMING OCTOBER 1, 2005 AS "OKTOBERFEST DAY" IN THE CITY OF GRAND JUNCTION

PROCLAIMING OCTOBER 2005 AS "KIDS VOTING MONTH" IN THE CITY OF GRAND JUNCTION

PROCLAIMING OCTOBER AS "BREAST CANCER AWARENESS MONTH" IN THE CITY OF GRAND JUNCTION AND MESA COUNTY

**APPOINTMENTS/ENDORSEMENTS**

RATIFY APPOINTMENTS TO THE URBAN TRAILS COMMITTEE

Councilmember Beckstein moved to ratify the re-appointment of Paul Darr, Timothy Fry, and Denise McGinnis and ratify the appointment of Dr. Kenneth Lane to the Urban Trails Committee with terms ending June 30, 2008. Councilmember Spehar seconded the motion. Motion carried.

RESOLUTION NO. 152-05 – A RESOLUTION ENDORSING COUNCIL PRESIDENT BRUCE HILL’S APPLICATION FOR A LEADERSHIP POSITION ON THE NLC COMMUNITY AND ECONOMIC DEVELOPMENT STEERING COMMITTEE AND DIRECTING THAT A LETTER OF ENDORSEMENT BE SENT TO NLC ON THE CITY COUNCIL’S BEHALF

Council President Pro Tem Palmer moved to adopt Resolution No. 152-05. Councilmember Coons seconded. Motion carried.

### **CITIZEN COMMENTS**

Ron Kelley, no address provided, addressed the City Council regarding emergency preparedness and asset protection. He shared the following observations: various occurrences around the country, Hurricane Katrina, evacuation in Galveston. Mr. Kelly read a letter from Editor Kim Bullen, Mesa County Emergency Management Director and highlighted some items in the letter. He questioned whether any of what she said was being done. He said in August, 2004 he came to a Strategic Plan, neighborhood meeting and there was nothing about emergency planning. He noted that Grand Junction is vulnerable to flooding and most citizens do not know what to do in the case of an emergency. He asked who is in charge for the various emergencies that could occur and asked why Grand Junction is not prepared. He advised and submitted some comments in writing to the City Manager a year ago and he did not receive a response.

Council President Hill asked Mr. Kelly to provide his comments to City Manager Arnold and asked that Mr. Kelley be provided a copy of the community’s Emergency Management Plan.

### **CONSENT CALENDAR**

It was moved by Councilmember Coons, seconded by Council President Pro Tem Palmer and carried by roll call vote to approve Consent Calendar Items #1 through #8.

#### **1. Minutes of Previous Meetings**

*Action: Approve the Minutes of the September 7, 2005 Special Session and the Minutes of the September 7, 2005 Regular Meeting*

2. **Asphaltic Road Material (Road Oil)**

The purchase of Asphaltic Road Material (Road Oil) required for the City chip seal projects for the year 2005 is estimated at 72,000 gallons of HFMS-2P.

*Action: Authorize the Purchase of an Estimated 72,000 Gallons of Asphaltic Road Materials on an as-needed basis for the Budgeted Amount of \$78,000.00 for the Year 2005*

3. **Change Order #4 to the Contract for the Duck Pond Park Lift Station Elimination Project**

Approve contract change order #4 for fill of annular space between casing pipe and 24" sewer carrier pipe to Mendez, Inc. in the amount of \$22,904.00 to the Duck Pond Park Lift Station Elimination Project construction contract for a revised contract amount of \$2,143,663.59. There has already been \$120,159.59 approved for Change Orders 1, 2, and 3.

*Action: Authorize the City Manager to Approve Contract Change Order #4 to the Duck Pond Lift Station Elimination Project in the Amount of \$22,904.00 with Mendez, Inc. for Filling Annular Space between Casing and Sewer Carrier Pipe with Fly Ash Material*

4. **Setting a Hearing to Rezone Lots 1 & 2, Chiroconnection Simple Subdivision from RMF-8, Residential Multi-Family – 8 Units/acre to RO, Residential Office, Located at 1705 & 1715 N. 1<sup>st</sup> Street** [File # RZ-2005-153]

The petitioner, William C. Weimer, is requesting approval to rezone two properties located at 1705 & 1715 N. 1<sup>st</sup> Street from RMF-8 to RO. The two properties total 0.41 acres. The Planning Commission recommended approval at its September 13, 2005 meeting.

Proposed Ordinance Rezoning the Property Known as the Weimer Properties Rezone Located at 1705 & 1715 N. 1<sup>st</sup> Street

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

5. **Setting a Hearing for the Ankarlo Annexation Located at 385 31 5/8 Road** [File #ANX-2005-194]

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 10.31 acre Ankarlo Annexation consists of 1 parcel.

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

Resolution No. 153-05 – 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, Ankarlo Annexation, Located at 385 31 5/8 Road and a Portion of the 31 5/8 Road Right-of-Way

*Action: Adopt Resolution No.153-05*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ankarlo Annexation, Approximately 10.31 Acres, Located at 385 31 5/8 Road and a Portion of the 31 5/8 Road Right-of-Way

*Action: Introduction of a Proposed Ordinance and Set a Hearing for November 2, 2005*

6. **Setting a Hearing for the Emmanuel Baptist Church Annexation Located at 395 31 5/8 Road** [File #ANX-2005-215]

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 4.36 acre Emmanuel Baptist Church Annexation consists of 1 parcel.

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

Resolution No. 154-05 – 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, Emmanuel Baptist Church Annexation, Located at 395 31 5/8 Road

*Action: Adopt Resolution No. 154-05*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Emmanuel Baptist Church Annexation, Approximately 4.36 Acres, Located at 395 31 5/8 Road

Action: *Introduction of a Proposed Ordinance and Set a Hearing for November 2, 2005*

7. **Setting a Hearing on an Ordinance Amending the Dog Regulations, Chapter 6 of the Code of Ordinances**

Amendments to Article III (Dogs and Cats) of Chapter 6 (Animals) of the Grand Junction Code of Ordinances concerning impoundment and licensing of dogs, control of dangerous dogs, exceptions to the prohibition of dogs at large, a surcharge on fines for dog at large and correction of scriveners' errors are proposed.

Proposed Ordinance Amending Parts of Chapter 6, Article III of the City of Grand Junction Code of Ordinances Relating to Licensing and Impoundment of Dogs, Dogs at Large, Control of Dogs, Dangerous Dogs, A Surcharge on Fines for the Purpose of Funding Dog Park(s) and Correction of Scriveners' Errors and Authorize the Publication in Pamphlet Form

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

8. **Request for Incentives for Colorado Bureau of Investigation**

The Grand Junction Economic Partnership is requesting consideration of an incentive in the amount of \$200,000 for the Colorado Bureau of Investigation (CBI) to relocate to the City of Grand Junction. This incentive would be based on a written agreement between the parties and is based on the intent of CBI to move, hire, and retain a certain number of employees for a specified period of time.

Resolution No. 157-05 – A Resolution Authorizing an Economic Incentive for the Colorado Bureau of Investigation for \$200,000 to Relocate to the City of Grand Junction

Action: *Adopt Resolution No. 157-05*

**ITEMS NEEDING INDIVIDUAL CONSIDERATION**

**Advertising Services Contract for the Visitor and Convention Bureau**

The general scope of this contract includes professional advertising, marketing and promotional services with the primary purpose of promoting Grand Junction as a visitor destination. Agencies were required to submit a plan that focused on utilizing the

budget available focusing on advertising, but also included the integration of public relations, research, and promotions. This contract is for a period of one year starting on January 1, 2006 through December 31, 2006 and can be renewed annually for a period not to exceed 3 additional years.

Ronald Watkins, Purchasing Manager, and Debbie Kovalik, Executive Director, Visitor and Convention Bureau, reviewed this item. Mr. Watkins described the bid process. Ms. Kovalik said this is the fifth time bids have been done in the last fifteen years and said it was time to review the contract, as the last contract was a five-year renewal. The VCB Board decided last year to split the advertising services from the internet component. Ms. Kovalik said that a majority of visitors that come to Grand Junction have used the VCB website prior to coming to visit. She said the VCB Board, key VCB staff, as well as other City staff sat on the interview panel and said three companies bid on the project and made presentations. The committee felt that Hill and Company had the highest level of experience and competitive abilities, plus financial abilities, and a good track record. The VCB is recommending Hill and Company be awarded the contract in an amount not to exceed \$325,000.

Council President Pro Tem Palmer inquired about the services to be billed to the City as stated in the proposal. Ms. Kovalik referred to the contract and said the billing will be to the VCB as well as the City. Council President Pro Tem Palmer asked if Hill and Company have been awarded the contract since 1990. Ms. Kovalik said that is true but because of Hill and Company's performance and their experience, they scored very high in their rating, so there would need to be a very compelling reason to select another contractor.

Councilmember Coons inquired about the low number of bidders from the local market. Ms. Kovalik said that the contract requires the management of a large budget and any successful bidder must demonstrate the ability to handle that size of budget. Ms. Kovalik said the larger agencies tend to not respond to the request for a proposal since Grand Junction is still considered a small market. She noted the example of Colorado Springs, where there are a number of large agencies which would have some of the qualifications required by VCB, such as membership in organizations that provide marketing materials to outside areas, but smaller local companies would probably not pursue such memberships.

Councilmember Doody moved to authorize the City Manager to sign a contract with Hill and Company in the amount not to exceed \$325,000 for 2006 advertising services for the Visitor and Convention Bureau. Councilmember Beckstein seconded the motion. Motion carried.

### **Web Site Marketing Contract for the Visitor and Convention Bureau**

The general scope of this contract includes professional internet marketing services with the primary purpose of promoting GJVCB's website as the official site for vacation

planning information about the Grand Junction area. Agencies were required to submit a plan that focused on utilizing the budget available focusing on hosting the web site, maintaining the current site, enhancements and search engine optimization. This contract was part of the advertising contract, but was pulled out for this solicitation due to the ever expanding and changing web environment. This contract is for a period of one year starting on January 1, 2006 through December 31, 2006 and can be renewed annually for a period not to exceed 3 additional years.

Debbie Kovalik, Executive Director, Visitor and Convention Bureau, reviewed this item. She related to how this component was separated from the general advertising contract and said Hill and Company has been doing the internet marketing in the previous contracts. She said VCB is very dependent on search engines and others besides Google are becoming more and more competitive. Therefore, the need is becoming more and more advanced. She said two agencies bid and made presentations, Miles Media and Hill and Company. Both companies were basically tied in their rating points but the selection committee is recommending Miles Media to bring more knowledge and expertise to the City.

Councilmember Doody asked about the point system used. Ms. Kovalik described the specific ratings and the system used.

Council President Pro Tem Palmer moved to authorize the City Manager to sign a contract with Miles Media Group in the amount not to exceed \$75,000 for 2006 web site marketing for the Visitor and Convention Bureau. Councilmember Coons seconded the motion. Motion carried.

### **Amending the 24 Road Corridor Subarea Plan** [File# GPA-2005-148]

A request to amend the 24 Road Corridor Subarea Plan in the Mixed Use designation to reduce the minimum residential density from 12 units per acre to 4 units per acre; delete the requirement for residential development; and allow for large-scale retail development.

Council President Hill asked City Attorney John Shaver to explain this matter before Council so that viewers as well as Council will be clear on the options available to City Council. Council President Hill related the request that went to the Planning Commission. He said the Planning Commission recommended a review of the 24 Road Corridor Plan by a Citizens Review Committee. He listed the options available to the City Council: approve the Planning Commission recommendations to form a Citizen Review Committee, remand the matter back to Planning Commission for a specific review, or decide that no review is necessary.

City Attorney John Shaver distinguished between the procedural and specific request. The Planning Commission recommended the plan be referred to a Citizens Review



Committee. The Plan Administration chapter of the Growth Plan does recommend that changes to the Plan be referred to a Citizens Committee. Mr. Shaver said City Council can give specific direction to such a Committee, either to review the whole thing or just the specifics in the request or narrow their review further. Once the Citizens Committee makes a recommendation, the recommendations should then go to the Planning Commission and then onto the Growth Plan Amendment before the City Council. Mr. Shaver said it is a Growth Plan Amendment process first, not just a Code Amendment process.

Councilmember Beckstein inquired as to what the time frame would be with the Citizens Review Process. Mr. Shaver said it is within the Councils' purview to place a time frame on the process. City Manager Kelly Arnold said it would depend on the scope of the questions; it took two years to develop the initial plan. Councilmember Beckstein asked how that time frame would be affected if the City Council takes the matter up tonight and makes a decision. Mr. Shaver said that is an option but it would not be his recommendation.

Councilmember Doody asked about the make-up of a Citizens Committee. Mr. Shaver said it would be staff's recommendation that the original committee that created the plan be reconstituted. The City Council can adjust that as they see fit, the Growth Plan does not dictate that but makes broad recommendations as to the composition.

Council President Hill asked for Council's preference. It was decided to hear the representative of the applicant.

Tom Volkmann, attorney representing the property owners in the 24 Road area, stated he recalled the luncheon meeting where this matter was discussed a few months ago. He read that the Growth Plan indicates a major policy review should occur every three to five years. With a steering committee, there is certainly a timing factor, but they do not have other problems with the Plan besides those in the specific request. He urged the Council to narrow the focus of the Committee. He asked that a time frame be a consideration. He also asked the Council to ensure that the recommendations can in fact be implemented. He said he could argue that this is not a major policy review but he would rather that Council keep in mind the time factor. He advised that the Planning Commission had the opportunity to address the specific request so it would be inappropriate to send it back to them.

Councilmember Spehar advised that Council is certainly not going to guarantee that any recommendation that comes forward will be approved and going back to the Planning Commission is the process that is expected. He said creating another big box corridor is a major change so it would have to go through the appropriate process. He agreed to make the process as short as possible but not by cutting pieces out.

Mr. Volkmann again repeated that they have already appeared before the Planning Commission and they did not make the specific recommendations but instead sent it forward with a recommendation for a Citizens Committee.

Council President Pro Tem Palmer said it is very appropriate to go to the community and ask them. If the current plan is not working then that should be addressed.

Councilmember Beckstein asked for clarity in that these specific items being asked to be changed did not come forward through the committee that originally created the Plan, rather these items were added on after the Citizens Steering Committee put forth their recommendation. She said it was clarified that if sent to a Citizens Committee, their recommendations would then have to go to the Planning Commission. Mr. Volkmann conceded and apologized for not being clear.

Councilmember Thomason asked if the matter could be sent to a new committee. Mr. Shaver said that is an option, however, the reconvening of the previous committee might be more expedient.

Councilmember Doody asked about the specific three items not being included in the original plan. Councilmember Spehar said it is not uncommon for the final decision-makers to add some final items; the residential requirement was not a staff recommendation but actually was put forth by them. Mr. Volkmann agreed and noted that is not inappropriate, it just did not come forward from the original committee.

Councilmember Spehar inquired how long the process was initially. Kathy Portner, Planning Manager, advised it was just over a year, with the help of a consultant.

Council President Pro Tem Palmer inquired if six months would be a reasonable time frame. Ms. Portner deferred to Community Development Director Bob Blanchard. Mr. Blanchard advised that at the present, there is no long range planning projects being done due to the current work load and said how long will depend on how the review is focused.

Councilmember Beckstein asked if any of the items were put forth to the original committee, discussed and they declined inclusion. A Steering Committee member Jeff Over said they spent a year working on the plan and thought their recommendation was an excellent plan. He said the three things were not contentious issues and the committee did not feel they should be included. Mr. Over said the plan was changed and no housing requirement was in their recommendation. He said the Steering Committee was upset at the modifications. He did not feel it should go back to the community, their original recommendation was not followed so what would change.

Councilmember Coons felt the process was legal and appropriate. She felt the request would be a significant enough change that Council should stay true to the process by sending it back to a Citizens Committee, narrowing the focus to the three items and she

agrees with reconstituting the original committee for expedience sake. The reason she feels the study should be focused on the three items is that the City has changed since the original plan and it is appropriate to take a look at those three items.

Council President Pro Tem Palmer supported reviewing the Plan and he supported the Planning Commission's recommendation of a Citizens Committee, as he agrees the community has changed. However, he thought the entire plan should be reviewed rather than just the three items.

Councilmember Spehar agreed with Council President Pro Tem Palmer and he agreed with a plan being reviewed every five years. He noted that Council is asking for advice from the committee, not deferring the decision-making authority and the Steering Committee should not have different expectations. He agreed with the entire plan being reviewed as the community and the overall needs of the community have changed.

Councilmember Doody supports the idea of the Citizens Review Committee. He would be most interested in focusing on the three items. He felt the vision that Council placed on the 24 Road property should be considered.

Councilmember Beckstein agreed with a Citizens Review Committee focusing on just the three items. She was concerned that perhaps the landowners' ideas, as well as the Steering Committee recommendation, were not addressed completely. Only three items are hindering the development, so she does not see it as a major change. She would like a time limit placed on the review and agrees with the original committee being reconstituted with new members as needed.

Councilmember Thomason agreed with going to a Citizens Review Committee and that their recommendations are taken more seriously. He favored a broad look at the Plan but with special emphasis on the three issues. He does not want to hinder the project any more.

Council President Hill asked Councilmember Thomason to favor either a limited or a broad approach. Mr. Thomason said a narrow approach because of time concerns.

Council President Hill noted that six Councilmembers are in favor of sending the matter to a Steering Committee. Council President Hill supported that Council send the three focused items to a Steering Committee and asked Council about a time line and selection of the Committee.

City Attorney Shaver said one method is to continue this item to a certain date to get a status report or another approach is to ask Staff to make a suggestion on the time frame.

Council President Hill asked about appointment of the Steering Committee. Mr. Shaver suggested they have the staff approach the previous committee and come forward with a recommendation.

Council President Pro Tem Palmer moved to review the 24 Road Corridor Subarea Plan as a major policy change process, forming a Citizens Review Committee pursuant to Chapter 6, Section D of the Growth Plan with an emphasis on the three items in the application with a report due in six months. Councilmember Spehar seconded the motion.

There was discussion on the motion with the clarification made that Council President Pro Tem Palmer was not limiting the scope of the review.

Councilmember Beckstein did not think a broad approach would be feasible in six months. She thought it needed to be limited in scope; these three items are the concerns only. Council President Pro Tem Palmer countered that because it is a major corridor is the reason he supports a broader approach. He then called for the question.

Council President Hill asked the Council to vote on calling the question. It was passed to call the question 4 to 3.

The vote was taken by roll call. The motion failed with Councilmembers Beckstein, Coons, Doody, and Council President Hill voting NO.

Councilmember Coons moved to accept the Planning Commission's recommendation and refer the matter to a Citizens Review Committee, specifically to address the three concerns: reduction of the minimum density requirement, the requirement for residential development and to allow for large-scale retail development in the context of the impact on the vision; and that the committee be convened within a month, with monthly reports back to Council and a final recommendation due in six months.

Councilmember Spehar said he will vote against the motion as it is inappropriate to narrow the focus. Council President Pro Tem Palmer agreed, noting it won't do fair justice to the area.

Councilmember Beckstein will be voting for this motion, the original focus is not going to be impacted as the original plan did not include these items in question.

Vote was taken by roll call. The motion carried with Council President Pro Tem Palmer and Councilmember Spehar voting NO.

Council President Hill called a recess called at 9:16 p.m.

The meeting reconvened at 9:30 p.m.

Regarding the constitution of the Steering Committee, City Attorney Shaver inquired if the appointment of the Committee should be delegated to the City Manager. Councilmember Spehar wanted to ensure that the property owners are fairly represented and the Committee is balanced. He suggested delegation and then have the recommendation brought back to Council. The rest of City Council agreed.

**Request to Rehear Pomona Commons Rezone for Property Located at 589 25 ½ Road** [File #RZ-2005-163]

Consideration of a request to rehear the August 17, 2005 consideration of a rezone for property known as Pomona Commons located at 589 25 ½ Road. The applicant had requested a rezone from RMF-5 to RMF-12. Council zoned the property RMF- 8.

Bob Blanchard, Community Development Director, reviewed this item. He described the property which is surrounded by a mobile home park, Paradise Hills. He reviewed the actions taken previously. He then reviewed how a rehearing request is an option for City Council with the consideration of three criteria. The requestor must be present or on the record, since the requestor is the applicant, he is on the record. Secondly, that the request was filed in a timely matter and was received in a timely matter. Thirdly, the Council must find that they failed to consider all information or misunderstood pertinent facts. Mr. Blanchard said the motion maker to rehear the matter must come from a Councilperson who voted in favor of the action approved.

Council President Hill asked if Council wants to hear from the applicant. Councilmember Spehar said the applicant's letter was clear.

No motion was made to rehear the matter. Council President Hill stated for lack of a motion, the matter was denied. City Attorney Shaver said by virtue of the Zoning and Development Code section 218.D.a, if no motion is made the request is denied.

**Public Hearing – Vacating a Portion of the Public Sidewalk Right-of-Way, Located at 201 and 205 Colorado Avenue** [File #VR-2005-204]

In order to accomplish the sale of the property at 201 and 205 Colorado Avenue, formerly known as the Cheers building, to Shane and Tyler Burton, a portion of the public sidewalk right-of-way needs to be vacated.

The public hearing was opened at 9:39 p.m.

Bob Blanchard, Community Development Director, reviewed this item. He noted the reason for the request is that the building is encroaching upon the right-of-way by .43 feet. In order to complete the sale of the building, that right-of-way needs to be vacated.

There were no public comments.

The public hearing was closed at 9:40 p.m.

Ordinance No. 3825 – An Ordinance Vacating a Portion of the Public Sidewalk Right-of-Way Located at 201 and 205 Colorado Avenue

Councilmember Thomason moved to hold a public hearing and consider final passage and final publication of Ordinance No. 3825. Council President Pro Tem Palmer seconded the motion. Motion carried by roll call vote.

**Public Hearing – Vacating Right-of-Way Previously Dedicated through the City-owned Painted Bowl Property, Located Northwest of Monument Road and Mariposa Drive** [File # FP-2005-167]

Redlands Mesa, Filing 7, requires connection of West Ridges Boulevard to Mariposa Drive through the City-owned Painted Bowl property. In 1975, a Resolution was passed by the City Council dedicating a public roadway over and across the Painted Bowl property to provide access to the Ridges. The City Council recently adopted a resolution approving designation of a portion of the Painted Bowl property as right-of-way upon the vacation of the right-of-way previously granted. The recent designation better aligns with the connection for West Ridges Boulevard.

The public hearing was opened at 9:41 p.m.

Kathy Portner, Planning Manager, reviewed this item. She described the need for the right-of-way and the history of the access.

Connie Whalen, broker associate with Redlands Mesa said they agree with the Planning Department that the new access will be better and safer.

The public hearing was closed at 9:44 p.m.

Ordinance No. 3826 – An Ordinance Vacating Right-of-Way Dedicated Across the City-owned Painted Bowl Property

Councilmember Spehar moved to hold a public hearing and consider final passage and final publication of Ordinance No. 3826. Councilmember Coons seconded the motion. Motion carried by roll call vote.

**Public Hearing – Amendment to Action Plan for 2004 CDBG Program Year and Three Subrecipient Contracts for Projects within the City's 2004 and 2005 Program Years Community Development Block Grant (CDBG) Program** [File #'s CDBG 2004-11, CDBG 2005-03, CDBG 2005-05]

The amendment to the 2004 CDBG Action Plan is to utilize the grant funds to replace the roof instead of replacing windows at the Hope Haven facility. The Subrecipient Contracts formalize the City's award of a total of \$52,500 to various non-profit organizations and agencies allocated from the City's 2004 and 2005 CDBG Program as previously approved by Council.

The public hearing was opened at 9:45 p.m.

Dave Thornton, CDBG Program Manager, reviewed this item. He explained the four items under consideration. First, there is a plan amendment to the 2004 Action Plan as the recipient has asked to use the money for another purpose. Hope Haven House has asked to put the money toward a roof project. He said CDBG guidelines require a public hearing process for a Plan change. The other three items are three subrecipient contracts with three agencies. They are Hope Haven, Partners to purchase a van, and Housing Resources for their new transitional housing for homeless veterans in order to install handicap accessible ramps.

Ray Coca, representing Partners, said thank you.

The public hearing was closed at 9:48 p.m.

Council President Pro Tem Palmer moved to approve the amendment to the City's CDBG 2004 Action Plan for the revision and authorize the City Manager to sign the three subrecipient contracts. Councilmember Coons seconded the motion. Motion carried by roll call vote.

### **Design Contract for I-70/Horizon Drive Interchange Landscape Improvements Project**

Carter & Burgess, Inc. were selected through a Qualifications Based Selection (QBS) process to design the I-70/Horizon Drive Interchange Landscape Improvements Project. Six proposals were received. Based on an evaluation of the proposals, three firms were invited to make presentations to the selection committee. Carter & Burgess, Inc. was the preferred firm to provide these professional design services.

Mark Relph, Public Works and Utilities Director, reviewed this item. He explained that the recently formed Business Improvement District has been a partner in the planning of this project. The themes used for the design of this project will mirror the designs for the Riverside Parkway. He explained the evaluation process and criteria for selecting a contractor and lauded the performance and experience of Carter & Burgess. He said the hope is to complete the design process yet this year. He noted members of the Business Improvement District are present.

Council President Hill noted that the hope is that the design will blend with the elements being used for the design of the Riverside Parkway, so he is pleased to see the continuity. He said this bid is for design in order to allow the City to bid the project out.

Council President Pro Tem Palmer was pleased with the opportunity to improve one of the City's gateways.

Councilmember Spehar agreed and noted there will be other opportunities to tie those gateway design elements together.

Councilmember Thomason asked about the conceptual designs Council viewed previously. Mr. Relph answered that Carter & Burgess was contracted to create the conceptual drawings; this design will be the specifications in order to take the project to the bidding step.

Council President Hill recognized the Business Improvement District members were present and described some positive comments made at their meetings.

Councilmember Coons moved to authorize the City Manager to execute a contract for design of the I-70B/Horizon Drive Interchange Landscape Improvements Project to Carter & Burgess, Inc. of Denver in the amount of \$72,400.00. Councilmember Beckstein seconded the motion. Motion carried.

### **Construction Contract Award for Riverside Parkway Phase I**

Riverside Parkway, Phase I generally consists of four miles of new and reconstructed minor arterial roadway and replacement of 12,600 linear feet of sewer line, 11,551 linear feet of irrigation facilities, and 12,200 linear feet of storm drain facilities. Two bids were opened on Tuesday, September 13, 2005.

Mark Relph, Public Works and Utilities Director, reviewed this item. He described the significance of this contract considering the enormity of the project. Over 200 line items in each bid were reviewed and the recommendation is to award the bid to SEMA Construction. Mr. Relph identified all the joint projects that are piggybacking on this phase that will be paid for by the various agencies asking for those projects for a total amount of \$5,139,820. He listed the various items included in the contract. If approved, the Notice to Proceed will be issued on October 3<sup>rd</sup> followed by a groundbreaking ceremony on October 10<sup>th</sup>.

Councilmember Spehar commended the work taken to get to this point and the cooperation amongst the various entities.

Councilmember Coons thanked Mr. Relph.



Councilmember Thomason echoed those kudos.

Councilmember Doody expressed pride for Mr. Relph's work.

Mr. Relph noted that a number of local contractors will be part of the project.

Councilmember Beckstein was glad that local contractors will be used and commended Mr. Relph.

Council President Pro Tem Palmer moved to authorize the City Manager to sign a construction contract for the Riverside Parkway Phase I to SEMA Construction, Inc., in the amount of \$13,777,777.11. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

#### **Purchase of Property at 2911 D Road for the Riverside Parkway Project**

The City has entered into a contract to purchase a portion of the property at 2911 D Road from Wilbur C. and Nona F. Vanwinkle. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Mark Relph, Public Works and Utilities Director, reviewed this item. He described the property and identified the owners. The amount proposed for purchase is \$107, 588 and said two appraisals were performed. The City's appraisal was based on land use with the zoning being commercial which is the reason for the City's higher appraisal. Only the right-of-way is being purchased as well as the utility easement. He said the total right-of-way is just over an acre and the utility easement is 9,000 square feet.

Councilmember Coons inquired about what the appraiser looks at. Mr. Relph said, although vacant, the property is zoned commercial and that is the best use, especially in light of the future improvements to be made at that location.

Resolution No. 155-05 – A Resolution Authorizing the Purchase of Real Property at 2911 D Road from Wilbur C. and Nona F. Vanwinkle

Councilmember Beckstein moved to adopt Resolution No. 155-05. Councilmember Thomason seconded the motion. Motion carried by roll call vote.

#### **Purchase of Property at 2854 Patterson Road for Matchett Park**

The City has entered into a contract to purchase the property at 2854 Patterson Road. The contract is contingent on City Council's ratification.

John Shaver, City Attorney, reviewed this item. He explained the request; the parcel is directly to the south of the Matchett Park Property. It was on the market and a price was negotiated and accepted.

Council President Pro Tem Palmer inquired if an appraisal was performed. Mr. Shaver said no, the City's real estate staff reviewed the price and did comparables to form the offer.

Resolution No. 156-05 - A Resolution Authorizing the Purchase of Real Property at 2854 Patterson Road from Timothy W. Smith and Susan F. Smith

Councilmember Coons moved to adopt Resolution No.156-05. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

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

There were none.

Council President Hill thanked the representatives from the League of Women Voters that were in attendance.

### **OTHER BUSINESS**

There was none.

### **ADJOURNMENT**

The meeting adjourned at 10:15 p.m.

Stephanie Tuin, MMC  
City Clerk

**Attach 2**  
**Leases for City-wide Copy Machines**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Copy Machines					
<b>Meeting Date</b>	October 5, 2005					
<b>Date Prepared</b>	September 16, 2005				File #	
<b>Author</b>	Susan Hyatt		Senior Buyer			
<b>Presenter Name</b>	Ron Lappi Ron Watkins		Administrative Services Director Purchasing Manager			
<b>Report results back to Council</b>	x	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	x	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>	X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** Approval to lease copy machines utilizing Colorado State Award for use city-wide.

**Budget:** Funds are approved in the 2005 FY Budget and requested for 2006 FY and 2007 FY Budget. Each individual Department or Division will use their respective copier accounts for funding.

**Action Requested/Recommendation:** Authorize the Purchasing Department to lease 25 copy machines in the amount of \$132,805.03 annually. The break down per manufacturer is:

<b>Company</b>	<b>Local Dealer</b>	<b>Contract Amount</b>
Xerox Corporation	Document Services, Grand Junction	\$126,576.09
Canon IKON	IKON Office Solutions, Grand Junction	\$3117.48
Konica Minolta	Capital Business Systems, Grand Junction	\$3111.46

**Attachments:** A spreadsheet showing the breakdown of all copiers by Department/Division is attached.

**Background Information:** Historically we have leased copiers after a formal city solicitation process. By comparing the present leases with Colorado State Award it was determined it is more economical to utilize State Award and will shorten our lease commitment by two years. We can replace machines in three years rather than five, thereby allowing the city to stay more up-to-date with new technologies as they become

available. Existing machines will be replaced with those on State Award as their current leases expire. State Award also gives us the advantage of choosing between three manufactures while continuing to use local service providers. These new copiers will provide full-featured abilities allowing users to perform some of their needs that are currently done in the City's Print Shop. It becomes more critical for them to have this capability with the closing of the Print Shop at the end of the year.

Area	Volume Band	Machine Type	B/W Volume/ month	Color Volume/ month	Manufa cturer	2006 Yrly \$\$	2007 Yrly \$\$	Lease Exp'n
Code Enforcement	500	Black/White	412	0	IKON	\$266.28	\$266.28	N/A
Streets/Pipeline/Solid Waste	10,000	Black/White	7,638	0	IKON	\$2,851.20	\$2,851.20	Apr-06
					Total	\$3,117.48	\$3,117.48	
Engineering Lab	N/A	Black/White	986	0	Minolta	\$1,414.66	\$1,419.36	Nov-09
Traffic	5,000	Black/White	3,562	0	Minolta	\$1,696.80	\$1,696.80	Jan-06
					Total	\$3,111.46	\$3,116.16	
Parks Admin	20,000	Business Color	24,474	1,765	Xerox	\$9,084.00	\$9,315.96	Aug-06
Parks Operations	5,000	Black/White	6,480	0	Xerox	\$2,099.76	\$2,152.20	Jan-07
TRCC	5,000	Black/White	4,949	0	Xerox	\$1,860.00	\$1,891.80	Nov-05
PD Patrol	10,000	Business Color	7,435	2,044	Xerox	\$7,737.00	\$7,835.64	Nov-05
PD Investigations	10,000	Black/White	8,717	0	Xerox	\$3,204.00	\$3,204.00	Dec-06
PD Lab	5,000	Black/White	6,234	0	Xerox	\$2,059.92	\$2,110.32	Aug-06
PD Records	50,000	Black/White	52,000	0	Xerox	\$8,030.40	\$8,298.72	Aug-06
PD Administration	10,000	Business Color	10,325	2,000	Xerox	\$7,733.40	\$7,892.04	Aug-06
PD Communications Center	5,000	Black/White	6,230	0	Xerox	\$2,059.32	\$2,109.48	Dec-06
PD Mesa Mall	5,000	Business Color	5,000	500	Xerox	\$4,947.60	\$5,001.72	Nov-05
Community Development	20,000	Business Color	20,000	5,000	Xerox	\$11,676.00	\$12,037.80	Nov-05
VCB	10,000	Black/White	11,011	0	Xerox	\$3,360.48	\$3,445.80	Nov-06
Administration - City Manager	10,000	Business Color	8,670	240	Xerox	\$5,992.08	\$6,003.72	Nov-05
Fire Administration	10,000	Business Color	9,268	1,026	Xerox	\$6,752.40	\$6,801.72	Nov-05
Riverside Parkway	N/A	Black/White	6,233	0	Xerox	\$2,846.25	\$2,877.70	Jan-09
Admin Svcs/HR/Actg	20,000	Business Color	29,500	1,133	Xerox	\$9,075.84	\$9,307.92	Nov-05
City Clerk	10,000	Business Color	11,016	2,900	Xerox	\$8,686.80	\$8,893.20	Nov-05
Customer Service	2,000	Black/White	2,345	0	Xerox	\$1,603.92	\$1,622.88	Nov-05
Purchasing	5,000	Business Color	6,695	1,103	Xerox	\$5,734.20	\$5,797.71	Aug-06
PW Engineering - City Hall	10,000	Business Color	7,554	1,200	Xerox	\$6,920.64	\$6,978.72	Nov-05
PW Administration	20,000	Business Color	21,230	9,600	Xerox	\$15,112.08	\$15,645.72	Nov-05
					Total	\$126,576.09	\$129,224.77	
					Grand Total>>>>	\$132,805.03	\$135,458.41	

**Attach 3**

**Award of Const Contract for the 7<sup>th</sup> St & Patterson Rd Intersection Improvements**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Award of a Construction Contract for the 7 <sup>th</sup> and Patterson Intersection Improvements						
<b>Meeting Date</b>	October 5, 2005						
<b>Date Prepared</b>	September 29, 2005	File # - N/A					
<b>Author</b>	Kent Marsh, Project Engineer						
<b>Presenter Name</b>	Mark Relph, Public Works & Utilities Director						
<b>Report results back to Council</b>	X	No		Yes	When		
<b>Citizen Presentation</b>		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

**Summary:** The 7th and Patterson Intersection Improvements includes the construction of a new right-turn lane for eastbound traffic on Patterson Road at the 7<sup>th</sup> Street intersection. The new turn lane will help relieve traffic congestion at the intersection in the a.m. and p.m. peak hours.

**Budget:** Funding for the project will be provided by the City of Grand Junction (Fund 2011) and Federal Hazard Elimination Funds administered by the Colorado Department of Transportation. Project costs and funding sources are shown below:

Estimated costs:

Design and Land Acquisition	\$17,308.15
Utility Relocation	\$39,514.18
Construction Costs	\$264,210.35
Construction Inspection, Testing & Administration (est.)	\$10,000.00
<b>Total Project Costs</b>	<b>\$331,032.68</b>

Funding:

City Funds (Budgeted in 2005 and 2006)	\$133,032.68
Federal Hazard Elimination Funds	\$198,000.00
<b>Total Project Funding</b>	<b>\$331,032.68</b>

**Action Requested/Recommendation:** Authorize the City Manager to sign a Construction Contract for the 7th and Patterson Intersection Improvements with Reyes Construction, Inc. in the amount of \$264,210.35.

**Attachments:** none

**Background Information:**

The following bids were opened on Tuesday, September 20:

Bidder	From	Bid Amount
Reyes Construction, Inc.	Grand Junction	\$264,210.35
Asphalt Specialists, Inc.	Grand Junction	\$272,971.10
Engineer's Estimate		\$251,818.56

These bids are slightly over the Engineer's estimate. This is probably due to a temporary limitation in cement supply due to equipment breakdowns at the only cement plant in Colorado. Construction is scheduled to start on October 17 with final completion near the middle of November.



**Attach 4  
Award of Construction Contract for the 2005 Sewer Interceptor  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	2005 Sewer Interceptor Rehabilitations						
<b>Meeting Date</b>	October 5, 2005						
<b>Date Prepared</b>	September 29, 2005				<b>File #</b>		
<b>Author</b>	Mike Curtis Bret Guillory		Project Engineer Utility Engineer				
<b>Presenter Name</b>	Mark Relph		Public Works and Utility Director				
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>		
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>		
	<b>Workshop</b>	X	<b>Formal Agenda</b>		X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** The project will utilize “trenchless technology” to install cured-in-place-pipe (CIPP) to rehabilitate 1,146 feet of 24 inch vitrified clay pipe (West Avenue Interceptor) and 544 feet of 8 inch concrete pipe (25 ½ Road Pomona School).

**Budget:**

	Interceptor Rehab Fund 904 / F10100	Collection System Replacements Fund 905 / F10200
<b>Budget</b>	<b>\$ 2,115,497.00</b>	<b>\$ 864,142.00</b>
Engineering and Admin *	\$ 3,500.00	\$ 3,500.00
Other sewer collection work	\$ 1,878,401.00	\$ 815,098.00
Construction Contract **	\$ 120,212.00	\$ 17,952.00
<b>Total Costs</b>	<b>\$ 2,002,113.00</b>	<b>\$ 836,550.00</b>
<b>Remaining Fund Balance</b>	<b>\$ 113,384.00</b>	<b>\$ 27,592.00</b>

\* Estimated cost of engineering and construction management for this Project:

\*\* This project: Fund 904 - \$120,212; Fund 905 - \$17,952, Total \$138,164.

**Action Requested/Recommendation:** Authorize the City Manager to sign a Construction Contract for the **2005 Sewer Interceptor Rehabilitations** with Western Slope Utilities in the amount of \$138,164.00.

**Attachments:** A vicinity map of the project areas is attached.

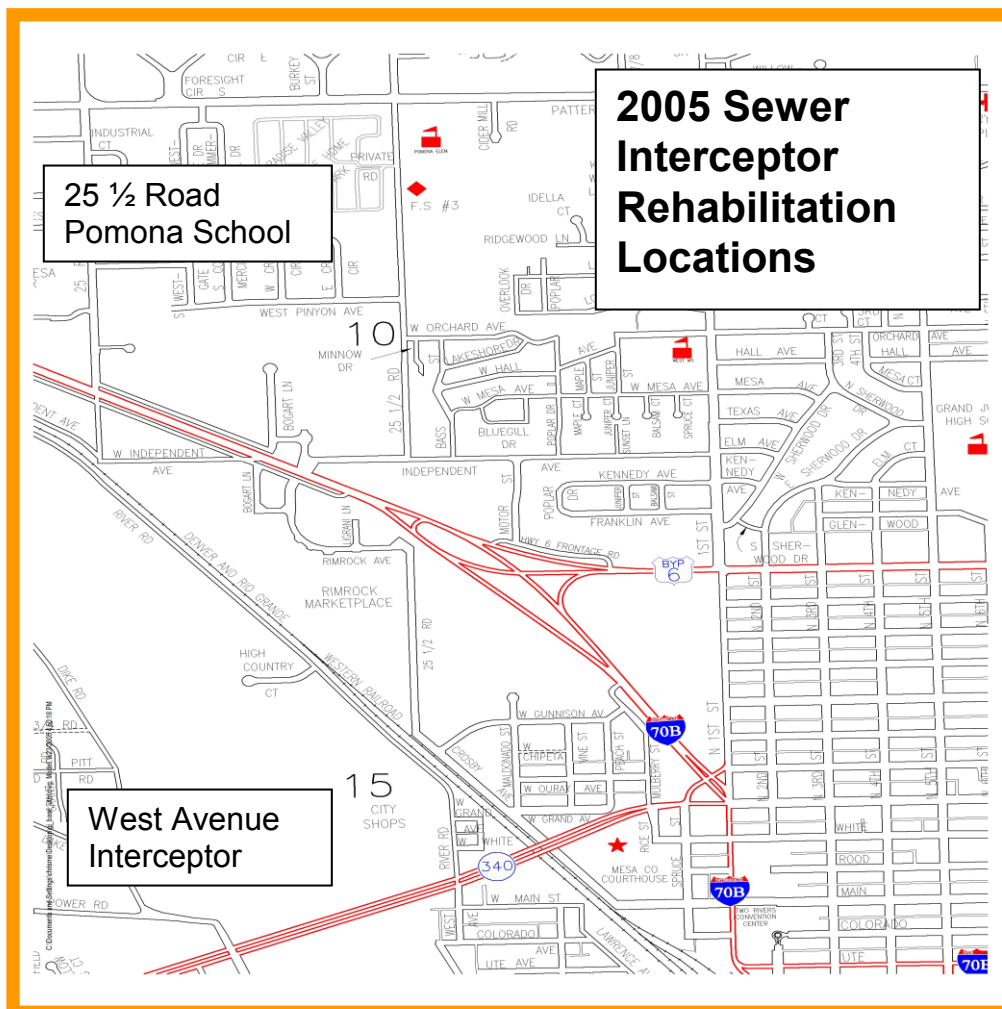
## Background Information:

Bids for the project were opened on September 27, 2005. The low bid was submitted by Western Slope Utilities in the amount of \$138,164.00. The following bids were received:

Bidder	From	Bid Amount
Western Slope Utilities	Breckenridge	\$138,164.00
Insituform Technologies, Inc.	Chesterfield, MO	\$161,500.00
Engineers Estimate		\$157,210.00

After bypass pumping of the section of line to be replaced is set up, the technology allows for a flexible pipe to be installed through existing manholes and then filled with superheated water to “cure” the pipe creating a rigid pipe within the existing pipe. About 800 to 1200 feet can be accomplished in one 8 hour day, therefore minimizing traffic and local resident disruption. This work is generally completed at 30-40% of the cost of open trench replacement.

Western Slope Utilities has been doing this type of work for over 20 years and has completed past projects for the City. Work is scheduled to begin the middle of January and continue until the end of January.



**Attach 5**  
**Purchase of an Automated Refuse Truck**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Purchase of an Automated Refuse Truck						
<b>Meeting Date</b>	October 5, 2005						
<b>Date Prepared</b>	September 30, 2005						
<b>Author</b>	Julie M. Hendricks		Buyer				
<b>Presenter Name</b>	Ronald Watkins Mark Relph		Purchasing Manager Public Works & Utilities Director				
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>		
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>		
	<b>Workshop</b>	X	<b>Formal Agenda</b>		X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** This is for the purchase of a 2006 Mack Truck with a Heil 26-yard automated trash body. This unit is being purchased as an addition to the current Solid Waste Fleet. The lead time on this trash truck is 250 days, which puts the delivery well into 2006. We are requesting to purchase this truck now, in October 2005, so the truck can begin the build process.

**Budget:** The Solid Waste Division has sufficient funds budgeted in the 2005 CIP budget. Funding will be carried forward to 2006 for the purchase of the truck when it is received. The total purchase price is \$199,123.00.

**Action Requested/Recommendation:** Authorize the City Purchasing Manager to purchase a 2006 Mack truck with a Heil 26-yard automated side load trash body from Western Colorado Truck Center, Grand Junction, CO in the amount of \$199,123.00.

**Background Information:** One (1) automated refuse truck was solicited from the City's active bidder's list and advertised in the Daily Sentinel per City Purchasing Policy. The City solicited bids from 43 vendors and received 3 responsive and responsible bids.

Company/Location	Manuf/Model	Cost
Western Colo Truck Ctr/ Grand Junction	Mack/ Heil	\$199,123.00
Grand Junction Peterbilt/ Fruita	Peterbilt/ Heil	\$201,495.00
Transwest Trucks/ Commerce City	Condor/ Heil	\$208,373.00

**Attach 6**

**Request to Continue Hearing for the Bookcliff Veterinary Hospital Annexation  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Request to Continue Annexation Public Hearing for the Bookcliff Veterinary Hospital Annexation until the December 21, 2005 City Council Meeting						
<b>Meeting Date</b>	October 5, 2005						
<b>Date Prepared</b>	September 26, 2005				<b>File #ANX-2005-076</b>		
<b>Author</b>	Scott D. Peterson		Associate Planner				
<b>Presenter Name</b>	Scott D. Peterson		Associate Planner				
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>		
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>		
	<b>Workshop</b>	X	<b>Formal Agenda</b>	X	<b>Consent</b>		<b>Individual Consideration</b>

**Summary:** Request to Continue the Annexation Public Hearing for the Bookcliff Veterinary Hospital Annexation as previously rescheduled and published for the October 5, 2005 City Council Meeting. The request to Continue is due to further research required of the existing legal description and associated land ownership issues regarding the area of the adjacent Grand Valley Canal. City staff is requesting the Annexation Public Hearing be Continued until the December 21, 2005 City Council Meeting.

**Budget:** N/A

**Action Requested/Recommendation:** Request to Continue Annexation Public Hearing regarding Approval of the Resolution accepting a Petition for Annexation and also final passage of the Annexation Ordinance until the December 21, 2005 City Council Meeting.

**Attach 7**  
**Setting a Hearing on Zoning the Ace Hardware Annexation**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
<b>Subject</b>		Zoning the Ace Hardware Annexation, located at 2140 Broadway.						
<b>Meeting Date</b>		October 5, 2005						
<b>Date Prepared</b>		September 26, 2005			File #ANX-2005-177			
<b>Author</b>		Senta L. Costello		Associate Planner				
<b>Presenter Name</b>		Senta L. Costello		Associate Planner				
<b>Report results back to Council</b>		X	No		Yes	When		
<b>Citizen Presentation</b>			Yes	X	No	Name		
	<b>Workshop</b>	X	<b>Formal Agenda</b>			X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** Introduction of a proposed zoning ordinance to zone the Ace Hardware Annexation B-1, located at 2140 Broadway.

**Budget:** N/A

**Action Requested/Recommendation:** Introduce a proposed zoning ordinance and set a public hearing for the 19<sup>th</sup> of October, 2005.

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

**Attachments:**

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

STAFF REPORT / BACKGROUND INFORMATION					
<b>Location:</b>		2140 Broadway			
<b>Applicants:</b>		Owner: Phillip M. Holstein Jr.; Vicki F. Peterson; Sallyanne C. Johnson Developer: The Fleisher Company – Steve Marshall Representative: Mueller Construction Services – Joe Mueller			
<b>Existing Land Use:</b>		Vacant			
<b>Proposed Land Use:</b>		Retail/Offices			
<b>Surrounding Land Use:</b>	<b>North</b>	Single Family Residential			
	<b>South</b>	Single Family Residential			
	<b>East</b>	Monument Village Shopping Center			
	<b>West</b>	Single Family Residential			
<b>Existing Zoning:</b>		County C-1			
<b>Proposed Zoning:</b>		City B-1			
<b>Surrounding Zoning:</b>	<b>North</b>	County PUD 3.52 du/ac			
	<b>South</b>	County RSF-4			
	<b>East</b>	County C-1			
	<b>West</b>	County RSF-4			
<b>Growth Plan Designation:</b>		Commercial			
<b>Zoning within intensity range?</b>		<b>X</b>	<b>Yes</b>		No

**Staff Analysis:**

**Zone of Annexation:** The requested zone of annexation to the B-1 district is consistent with the Growth Plan intensity of Commercial. The existing County zoning is C-1. 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 criterion 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 criterion is not applicable.

3. The proposed zone 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 proposed zone district is compatible with the neighborhood and will not create any adverse impacts. Any issues that might develop will be dealt with during the Site Plan Review process.

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 criterion 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 criterion is not applicable.

Alternatives: In addition to the zoning that the petitioner has requested, the following zone districts would also be consistent with the Growth Plan designation for the subject property.

- a. C-1 – Light Commercial



- b. R-O – Residential Office

**STAFF RECOMMENDATION**

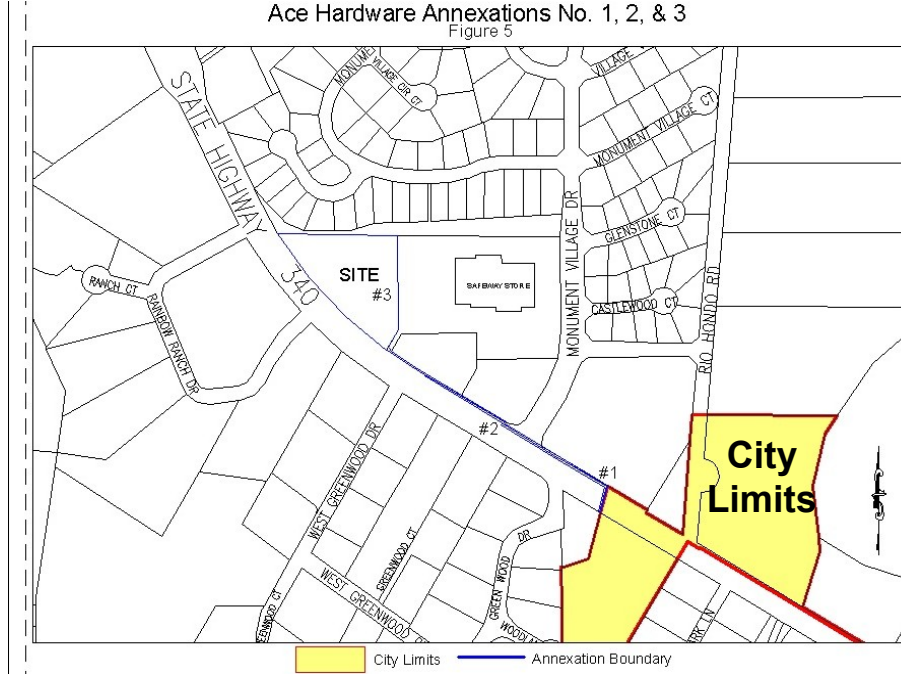
Staff recommends approval of the B-1 zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.

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

# Site Location Map

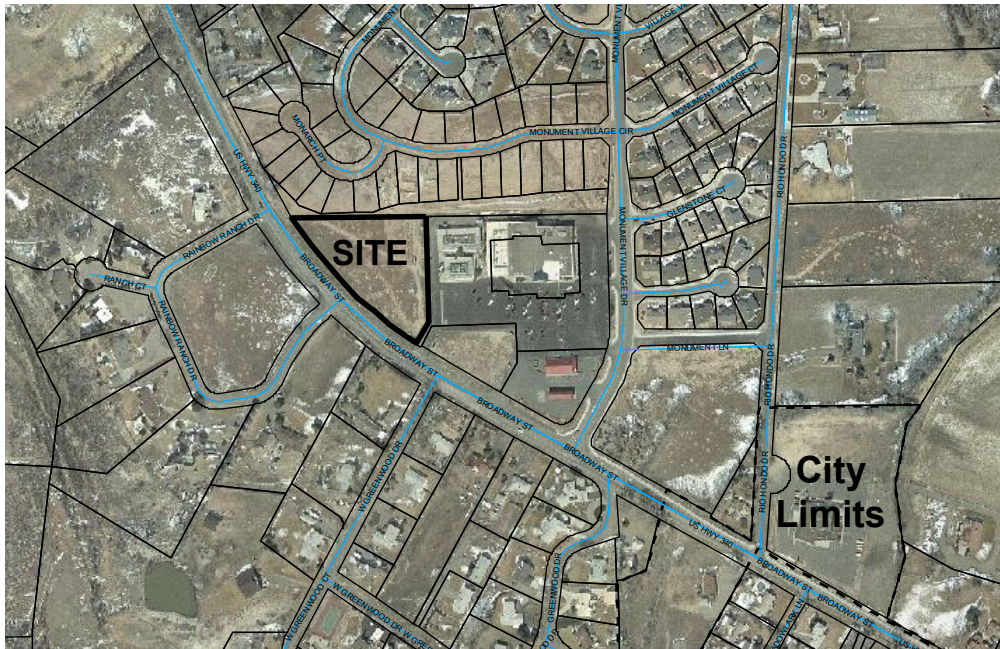
Figure 1

Ace Hardware Annexations No. 1, 2, & 3  
Figure 5



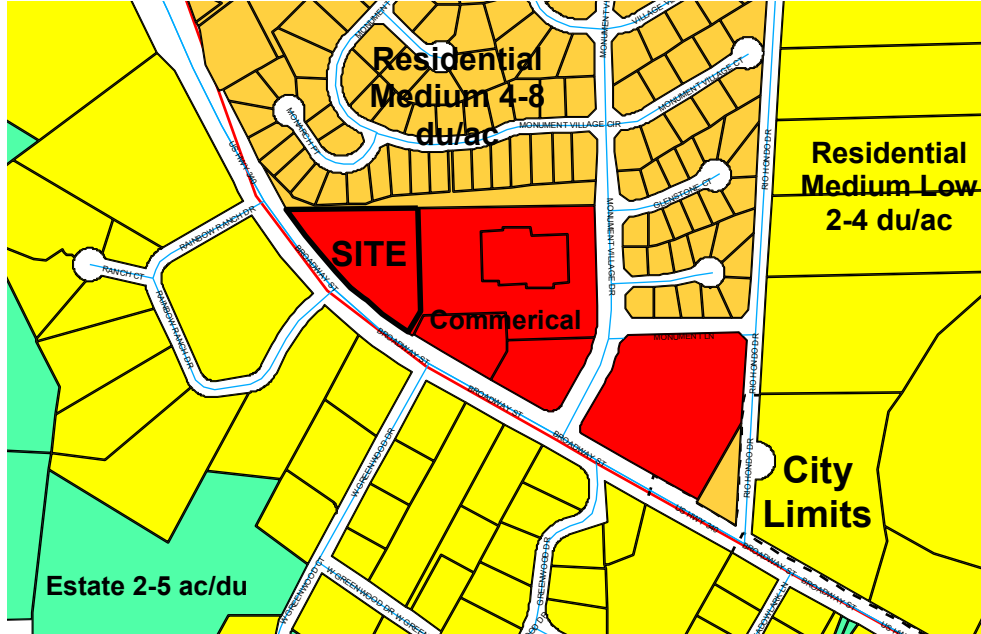
# Aerial Photo Map

Figure 2



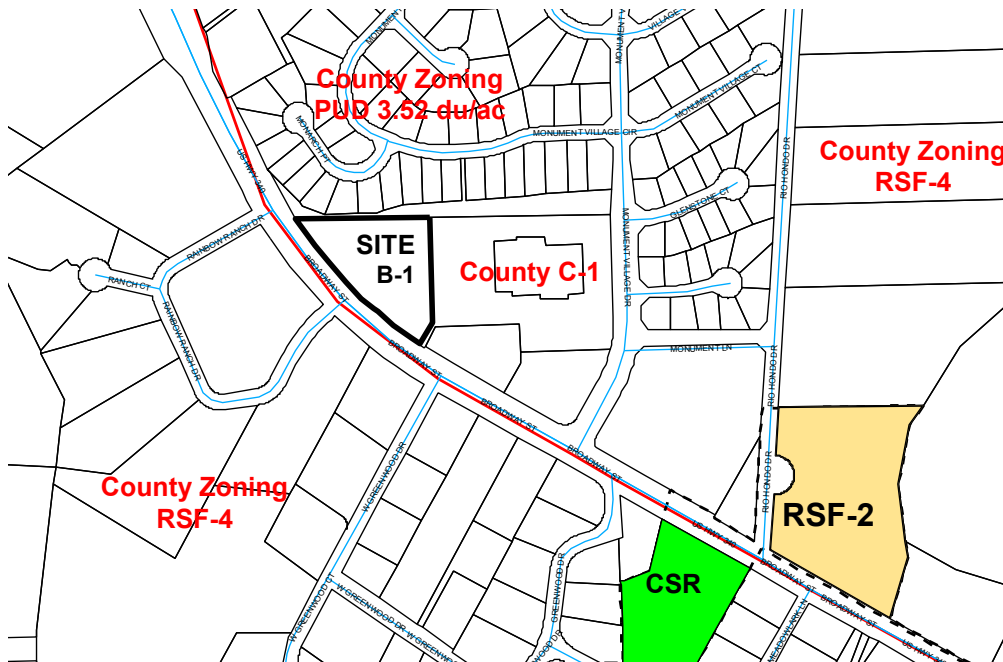
# Future Land Use Map

Figure 3



# Existing City and County Zoning

Figure 4



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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE ACE HARDWARE ANNEXATION TO  
B-1**

**LOCATED AT 2140 BROADWAY**

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Ace Hardware Annexation to the B-1 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 B-1 zone district be established.

The Planning Commission and City Council find that the B-1 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 B-1.

**ACE HARDWARE ANNEXATION**

A certain parcel of land located in the North 1/2 (N 1/2) of Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of Block 1, Monument Village Commercial Center as recorded in Plat Book 17, Page 396, Mesa County, Colorado records and assuming the Northerly right of way of Colorado State Highway 340 to bear N59°06'26"W with all bearings contained herein relative thereto; thence from said point of commencement N59°06'26"W along the Northerly right of way of said Highway 340 a distance of 332.54

feet; thence S30°53'34"W a distance of 5.00 feet to the Point of Beginning; thence continuing S30°53'34"W a distance of 5.00 feet; thence N59°06'26"W a distance of 226.99 feet; thence N30°53'34"E a distance of 10.25 feet; thence N59°01'55"W along a line being 10.00 feet South of and parallel with the Northerly right of way of said Highway 340 a distance of 303.92 feet; thence N30°59'16"E a distance of 4.68 feet; thence along a line being 5.32 feet South of and parallel with the Northerly right of way of said Highway 340 the following two (2) courses: (1) N59°01'55"W a distance of 53.62 feet; (2) thence 115.02 feet along the arc of a 1377.84 foot radius curve concave Northeast, having a central angle of 04°46'59", and a chord bearing N56°38'25"W a distance of 114.99 feet to the most Southerly corner of Lot 1, Monument Village Shopping Center, Plat Book 16, Pages 66 and 67; thence along the Westerly line of said Lot 1, 535.59 feet along the arc of a 1382.42 foot radius curve concave Northeast, having a central angle of 22°11'53", and a chord bearing N43°06'31"W a distance of 532.25 feet to the Northwest corner of said Lot 1; thence N89°43'46"E along the North line of said Lot 1 a distance of 402.16 feet to the Northeast corner of said Lot 1; thence S00°16'14"E along the East line of said Lot 1 a distance of 323.78 feet; thence continuing along the East line of said Lot 1, S30°55'16"W a distance of 62.85 feet; thence S23°25'05"E a distance of 18.41 feet; thence along the Northerly right of way of said Highway 340, the following two (2) courses: (1) thence 100.02 feet along the arc of a 1372.50 foot radius curve concave Northeast, having a central angle of 04°10'32", and a chord bearing S56°56'39"E a distance of 100.00 feet; (2) thence S59°01'55"E a distance of 53.62 feet; thence S30°58'05"W a distance of 5.00 feet; thence S59°01'55"E along a line being 5.00 feet South of and parallel with the Northerly right of way of said Highway 340 a distance of 308.91 feet; thence S30°53'34"E a distance of 10.24 feet; thence S59°06'26"E a distance of 221.99 feet to the Point of Beginning

Said parcel contains 2.24 acres (97,863 square feet), more or less, as described.

Introduced on first reading this 5<sup>th</sup> day of October, 2005 and ordered published.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

**Attach 8**  
**Setting a Hearing for the Ruckman Annexation**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Setting a hearing for the Ruckman Annexation located at 2903 and 2909 B ½ Road						
<b>Meeting Date</b>	October 5, 2005						
<b>Date Prepared</b>	September 29, 2005				File #ANX-2005-210		
<b>Author</b>	Senta L. Costello		Associate Planner				
<b>Presenter Name</b>	Senta L. Costello		Associate Planner				
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>		
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>		
	<b>Workshop</b>	X	<b>Formal Agenda</b>		X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** Resolution referring a petition for annexation and introduction of a proposed ordinance. The 3.47 acre Ruckman Annexation consists of 2 parcels.

**Budget:** N/A

**Action Requested/Recommendation:** Approval of the Resolution of Referral, accepting the Ruckman Annexation petition and introduce the proposed Ruckman Annexation Ordinance, exercise land use jurisdiction immediately and set a hearing for November 16, 2005.

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

**Attachments:**

1. Staff report/Background information
2. Annexation / Location Map; Aerial Photo
3. Growth Plan Map; Zoning Map
4. Resolution Referring Petition
5. Annexation Ordinance

**STAFF REPORT / BACKGROUND INFORMATION**

<b>Location:</b>		2903 and 2909 B ½ Road		
<b>Applicants:</b>		Owner/Developer: Ruckman, Inc – Terry Ruckman Representative: Ciavonne Roberts & Assoc – Keith Ehlers		
<b>Existing Land Use:</b>		Single Family Residential / Agricultural		
<b>Proposed Land Use:</b>		Single Family Residential		
<b>Surrounding Land Use:</b>	<b>North</b>	Single Family Residential / Agricultural		
	<b>South</b>	Single Family Residential		
	<b>East</b>	Single Family Residential / Agricultural		
	<b>West</b>	Single Family Residential		
<b>Existing Zoning:</b>		County RSF-4		
<b>Proposed Zoning:</b>		City RSF-4		
<b>Surrounding Zoning:</b>	<b>North</b>	County RSF-4		
	<b>South</b>	County RSF-4		
	<b>East</b>	County RSF-4		
	<b>West</b>	County RSF-4		
<b>Growth Plan Designation:</b>		Residential Medium 4-8 du/ac		
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>	<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 3.47 acres of land and is comprised of 2 parcels. The property owners have requested annexation into the City as the result of request to subdivide in the County. Under the 1998 Persigo Agreement all subdivision requires annexation and processing in the City.

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

<b><u>ANNEXATION SCHEDULE</u></b>	
<b>October 5, 2005</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>October 25, 2005</b>	Planning Commission considers Zone of Annexation
<b>November, 2, 2005</b>	Introduction Of A Proposed Ordinance on Zoning by City Council
<b>November 16, 2005</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>December 18, 2005</b>	Effective date of Annexation and Zoning



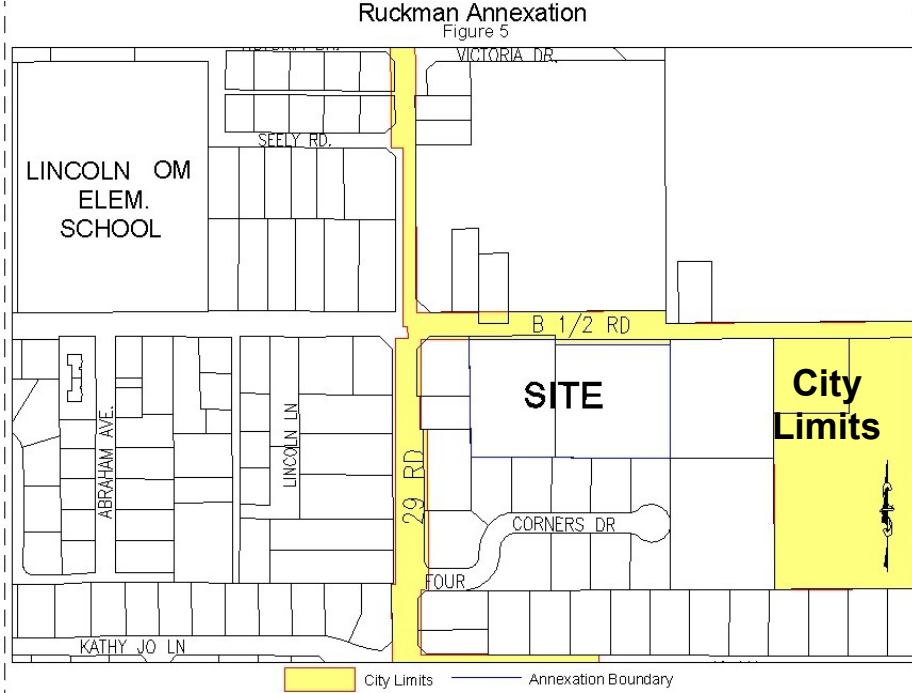
**RUCKMAN ANNEXATION SUMMARY**

<b>File Number:</b>	ANX-2005-210	
<b>Location:</b>	2903 and 2909 B ½ Road	
<b>Tax ID Number:</b>	2943-293-00-080 / 104	
<b>Parcels:</b>	2	
<b>Estimated Population:</b>	6	
<b># of Parcels (owner occupied):</b>	2	
<b># of Dwelling Units:</b>	2	
<b>Acres land annexed:</b>	3.47 acres	
<b>Developable Acres Remaining:</b>	3.47 acres	
<b>Right-of-way in Annexation:</b>	0.00 acres	
<b>Previous County Zoning:</b>	RSF-4	
<b>Proposed City Zoning:</b>	RSF-4	
<b>Current Land Use:</b>	Single Family Residential / Agricultural	
<b>Future Land Use:</b>	Single Family Residential	
<b>Values:</b>	<b>Assessed:</b>	= \$27,450
	<b>Actual:</b>	= \$344,910
<b>Address Ranges:</b>	2903 and 2909 B ½ Road	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water
	<b>Sewer:</b>	Orchard Mesa Sanitation District
	<b>Fire:</b>	Grand Jct Fire
	<b>Irrigation:</b>	Orchard Mesa Irrigation
	<b>School:</b>	Mesa Co School District #51
	<b>Pest:</b>	N/A

# Site Location Map

Figure 1

Ruckman Annexation  
Figure 5



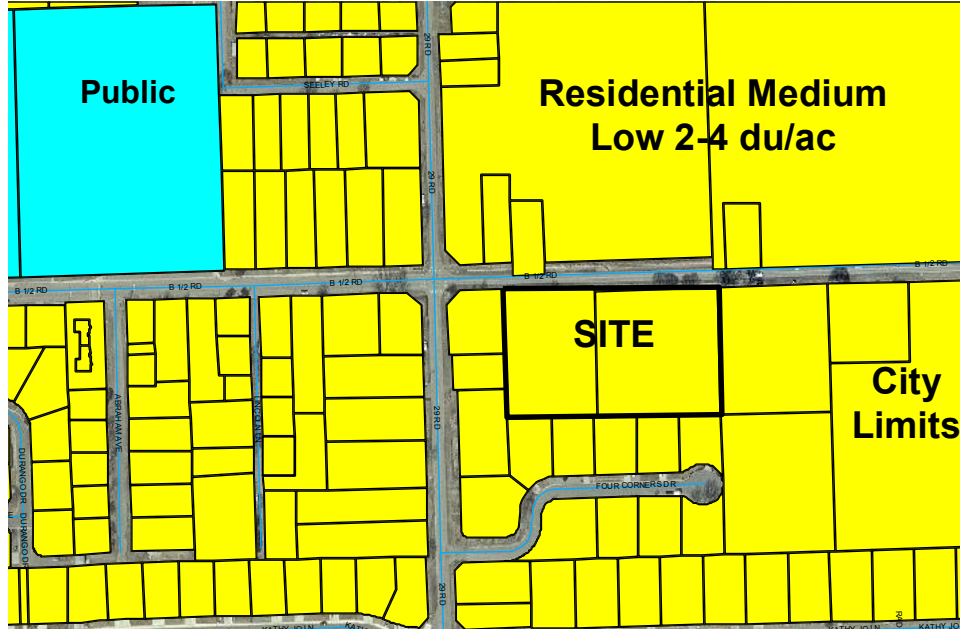
# Aerial Photo Map

Figure 2



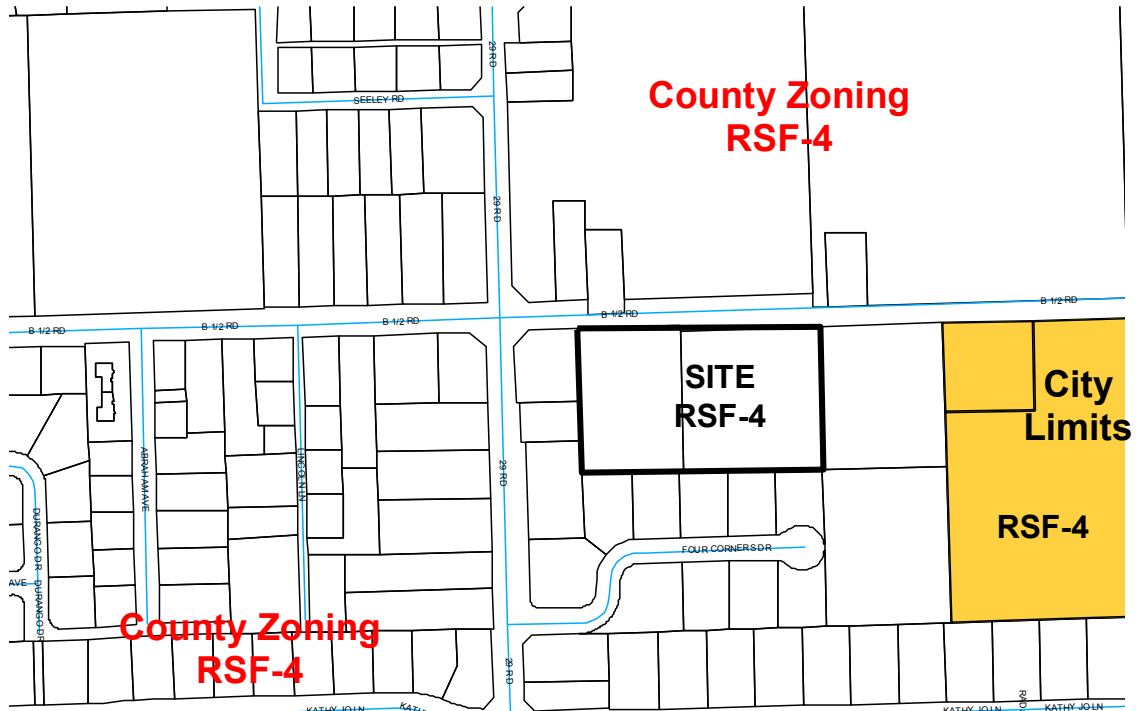
# Future Land Use Map

Figure 3



# Existing City and County Zoning

Figure 4



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

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

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 5<sup>th</sup> of October, 2005, the following Resolution was adopted:

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

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

**RUCKMAN ANNEXATION**

**LOCATED AT 2903 AND 2909 B ½ ROAD.**

WHEREAS, on the 5<sup>th</sup> day of October, 2005, 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:

**RUCKMAN ANNEXATION**

A certain parcel of land located in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of the NW 1/4 SW 1/4 of said Section 29 and assuming the North line of the NW 1/4 SW 1/4 of said Section 29 to bear N89°49'53"E with all bearings contained herein relative thereto; thence N89°49'53"E along the North line of the NW 1/4 SW 1/4 of said Section 29 a distance of 165.00 feet; thence S00°11'14"E a distance of 30.00 feet to a point on the Southerly right of way of B 1/2 Road and the Point of Beginning; thence along the Southerly right of way of said B 1/2 Road the following three courses: (1) N89°49'53"E a distance of 213.34 feet; (2) S00°11'14"E a distance of 10.00 feet; (3) N89°49'53"E a distance of 291.36 feet; thence

S00°11'14"E leaving the Southerly right of way of said B 1/2 Road a distance of 294.85 feet to the Northeast corner of Lot 7, Block One of Four Corners Subdivision, as recorded in Plat Book 12, Page 53, Mesa County, Colorado public records; thence S89°49'55"W along the Northerly line of said Four Corners Subdivision a distance of 504.70 feet to the Northwest corner of Lot 3, Block One of said Four Corners Subdivision; thence N00°11'14"W a distance of 304.85 feet more or less to the Point of Beginning.

Said parcel contains 3.47 acres (150,943 square feet) 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 16<sup>th</sup> day of November, 2005, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 7:00 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 5<sup>th</sup> day of October, 2005.

Attest:

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

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



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

---

City Clerk

<i><b>DATES PUBLISHED</b></i>
<b>October 7, 2005</b>
<b>October 14, 2005</b>
<b>October 21, 2005</b>
<b>October 28, 2005</b>



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**RUCKMAN ANNEXATION**

**APPROXIMATELY 3.47 ACRES**

**LOCATED AT 2903 AND 2909 B 1/2 ROAD**

**WHEREAS**, on the 5<sup>th</sup> day of October, 2005, 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 16<sup>th</sup> day of November, 2005; 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:

**RUCKMAN ANNEXATION**

A certain parcel of land located in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of the NW 1/4 SW 1/4 of said Section 29 and assuming the North line of the NW 1/4 SW 1/4 of said Section 29 to bear N89°49'53"E with all bearings contained herein relative thereto; thence N89°49'53"E along the North line of the NW 1/4 SW 1/4 of said Section 29 a distance of 165.00 feet; thence S00°11'14"E a distance of 30.00 feet to a point on the Southerly right of way of B 1/2 Road and the Point of Beginning; thence along the Southerly right of way of said B 1/2

Road the following three courses: (1) N89°49'53"E a distance of 213.34 feet; (2) S00°11'14"E a distance of 10.00 feet; (3) N89°49'53"E a distance of 291.36 feet; thence

S00°11'14"E leaving the Southerly right of way of said B 1/2 Road a distance of 294.85 feet to the Northeast corner of Lot 7, Block One of Four Corners Subdivision, as recorded in Plat Book 12, Page 53, Mesa County, Colorado public records; thence S89°49'55"W along the Northerly line of said Four Corners Subdivision a distance of 504.70 feet to the Northwest corner of Lot 3, Block One of said Four Corners Subdivision; thence N00°11'14"W a distance of 304.85 feet more or less to the Point of Beginning.

Said parcel contains 3.47 acres (150,943 square feet) more or less as described.

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

**INTRODUCED** on first reading on the 5<sup>th</sup> day of October, 2005 and ordered published.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**Attach 9**  
**Setting a Hearing to Amend Smoking Ordinance**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>		Smoking Ordinance Amended As Codified				
<b>Meeting Date</b>		October 5, 2005				
<b>Date Prepared</b>		December 19, 2011			<b>File #</b>	
<b>Author</b>		Jamie B. Kreiling		<b>Assistant City Attorney</b>		
<b>Presenter Name</b>		John Shaver		<b>City Attorney</b>		
<b>Report results back to Council</b>		<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>
<b>Citizen Presentation</b>		<input type="checkbox"/>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<b>Name</b>
<input type="checkbox"/>	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** Ordinance No. 3540 regulating smoking in public places was adopted on July 2, 2003 and went into effect on January 1, 2004. Since that date, questions have arisen regarding the terms and the intent of the ordinance. Amending the smoking ordinance as the ordinance was codified is proposed to clarify its intent, its meaning, and its enforcement.

**Budget:** Nominal costs for printed material.

**Action Requested/Recommendation:** Adoption of Ordinance No. \_\_\_\_\_-05 amending Ordinance No. 3540 as codified.

**Attachments:** A copy of the tracked proposed changes and the proposed ordinance.

**Background Information:** Since the smoking ordinance went into effect on January 1, 2004, there have been numerous questions raised. It has been determined that parts of the ordinance are contradictory. Although the specific terms control the general terms, the ordinance may be rewritten for clearer understanding for all. After discussion by City Council, direction was provided for the changes within the proposed ordinance.

## ARTICLE VI. AIR POLLUTION

### Sec. 16-127. Smoking in workplaces and public places.

(1) **Definitions.** The following words and phrases, whenever used in this Section 16-127 shall have the following meanings:

*Attached Bar* means a bar area of a restaurant.

*Bar* means an area which is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of such beverages. Although a restaurant may contain a bar, the term “bar” shall not include any restaurant dining area.

*Bingo Hall* means any enclosed area used for the management, operation or conduct of a game of bingo by any organization holding a license to manage, operate or conduct games of bingo pursuant to Colorado law and in which food service for consumption on the premises is incidental to the games of bingo.

*Bowler's settee* means the area immediately behind the bowling lane in which score is kept and seating is provided for bowlers waiting their turn to bowl.

*Bowling Alley* means a business open to the public which offers the use of bowling lanes, typically equipped with operable automatic pin setting apparatus and in which food service for consumption on the premises is incidental to bowling and related activities.

*Bowling center concourse* means that area separated from the bowling lane, bowlers' settee and visitors' settee by at least one step or a physical barrier.

*Bowling lane* means and includes a bowler's approach, the foul line and the lanes.

*Business* means any sole proprietorship, partnership, joint venture, corporation or other entity formed for profit-making or non-profit purposes, including retail establishments where goods or services are sold, as well as professional corporations and limited liability companies. *Business* includes entities where legal, accounting, financial, planning, medical, dental, engineering, architectural or other services are delivered.

*Enclosed Area* means all space between a floor and ceiling within a structure or building which is closed in on all sides by solid walls, doors or windows which extend from the floor to the ceiling.

*Freestanding Bar* means an establishment licensed for on-premise consumption of alcohol in an enclosed area that is physically separated from restaurants and other public places in which smoking is prohibited. Taverns, nightclubs, cocktail lounges and cabarets are typical examples of Freestanding Bars.

*Licensee* means any person licensed by, or subject to regulation pursuant to, the Colorado Liquor Code, including proprietors and businesses within the definition in § 12-47-401, C.R.S.

*Person* means a natural person or any entity or business recognized by law or formed to do business of any sort.

*Physically Separated* means separated from smoke-free public places by continuous solid floor-to-ceiling walls, doors or windows which are interrupted only by entrances or exits to smoking areas. Such entrances, exits, and windows shall be fitted with self-closing or automatic closing devices.

*Private Club* means any establishment which restricts admission to members of the club and their guests. See *Public Place*.

*Private Function* means any activity which is restricted to invited guests in a nonpublic setting and to which the general public is not invited.

*Public Place* means any area to which the public is invited or in which the public is permitted, including but not limited to, banks, educational facilities, schools, health facilities, Laundromats, public transportation facilities including bus stations and stops, taxis, shelters, airports, train stations, reception areas, restaurants, retail food production and marketing/grocery establishments, retail service establishments, retail stores, theaters and waiting rooms. A private club is considered a *public place* when functions are held at the club which are open to the general public and are not restricted to the members of the club. A private residence is not a *public place* except during times when it is being used as a child care, adult care or health care facility, and for thirty (30) minutes before such uses.

*Restaurant* means a business with fifty-five percent (55%) or more of its gross annual sales coming from the sale of food or meals prepared on site, typically for consumption on site. Examples of restaurants are coffee shops, cafeterias, sandwich stands, private or public school or other cafeterias, and other eating establishments which give or offer food for sale to the public, guests, or employees, as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering facilities. Also see Section. 16-127(8).

*Retail Tobacco Store* means a business utilized primarily for the sale of tobacco and accessories and in which the sale of other products is incidental.

*Service Line* means any indoor or outdoor line at which one or more ( $\geq 1$ ) persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

*Smoke-free* means that air in an enclosed area is free from smoke caused by smoking.

*Smoke* or *Smoking* means the carrying or possession of a lighted cigarette, lighted cigar or lighted pipe of any kind, and includes lighting of a pipe, cigar, cigarette, tobacco, weed or other combustible plant.

*Sports Arena* means sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

*Structure* is defined in the International Building Code, including the International Residential Code, (“IBC”) as adopted by the City from time-to-time. The term *structure* includes the term *building*, also defined by the IBC.

*Tobacco* is defined in § 25-14-103.5(2)(c), C.R.S.

*Visitors’ settee* means seating provided immediately behind the bowlers’ settee.

*Workplace* means an enclosed area in which three or more (≥3) persons work at gainful employment.

## **(2) Application to City property.**

All enclosed areas and motor vehicles that are owned or leased by the City shall be subject to the provisions of this Section 16-127 as though such areas and vehicles were public places.

## **(3) Prohibition of Smoking in Public Places.**

a. Except as provided herein smoking shall be prohibited in all public places within the City, including, but not limited to, the following:

1. Elevators.
2. Restrooms, lobbies, reception areas, hallways and any other common-use areas.
3. Buses, taxicabs, other means of public transit while operating within the City limits, and ticket, boarding and waiting areas of public transit systems including stops, bus benches, shelters and depots.
4. Service lines.
5. Retail stores.
6. All areas available to and customarily used by the public in all businesses and non-profit entities patronized by the public, including, but not limited to, professional and other offices, banks, and Laundromats.
7. Restaurants except that smoking is allowed: (a) in an attached bar that is physically separated from areas of the business in which smoking is prohibited; and (b) in outdoor seating areas of restaurants that are not enclosed and are not under a roof (or a projection of a roof) as defined by the IBC as a *roof assembly*, such as patios.
8. Public areas of aquariums, galleries, libraries, museums and similar facilities.
9. Any structure primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital or other similar performance except as covered in Section 16-127(6)(a)(iv).

10. Whether enclosed or outdoors: sports arenas, convention halls and bowling alleys; except that smoking is allowed in portions of a bowling alley in the bowling center concourse that are physically separated from areas in which smoking is prohibited, such as a bowler's settee or visitors' settee.

11. During such time as a public meeting is in progress: every room, chamber, place of meeting or public assembly; including school buildings, under the control of any board, council, commission, committee, and including joint committees and agencies of the City and political subdivisions of the State.

12. Waiting rooms, hallways, wards and semiprivate rooms of health facilities, including hospitals, clinics, therapists' offices and facilities, physical therapy facilities, doctors' offices, dentists' offices and the offices and facilities of other health care providers.

13. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.

14. Bingo halls except that smoking is permitted in portions of a bingo hall that are physically separated from areas in which smoking is prohibited, such as a restaurant.

15. Polling places.

- b. Notwithstanding any other provision of this Section 16-127, any person or business who controls any business or facility may declare that entire establishment, facility or grounds as smoke-free.

**(4) Smoke-free Workplace.**

Except in the areas in which smoking is allowed by this Section 16-127, in workplaces in which smokers and nonsmokers work in the same enclosed areas, offices or rooms, the employer shall provide a smoke-free workplace to accommodate an employee who requests a smoke-free workplace.

**(5) Smoke-free Exits and Entrances.**

Smoking shall not occur in or so close to exterior exits or entrances that the free flow of pedestrian traffic may be affected or so close that the operation of the doors, exits or entrances is affected or diminished.

**(6) Where indoor smoking is not prohibited.**

- a. Notwithstanding any other provision of this Section 16-127 to the contrary, the following areas shall be exempt from the prohibition contained in Section 16-127(3):

(i) Private residences; except when used as a child care, adult day care or health care facility and during the thirty (30) minutes in advance of such use(s).

- (ii) Retail tobacco stores.
- (iii) Only while being used for private functions: restaurants, bars, hotel and motel conference or meeting rooms and public and private assembly rooms.
- (iv) When smoking is part of a stage production and then only by the actors as a part of the role in the facility which is primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital or other similar performance.
- (v) A freestanding bar that may lawfully allow smoking pursuant to Section 16-127(8), and an attached bar that is physically separated from nonsmoking areas.
- (vi) In a bingo hall, those portions of an enclosed area that are physically separated from the nonsmoking areas of the bingo hall.
- (vii) In portions of a bowling alley in the bowling center concourse that are physically separated from areas in which smoking is prohibited, such as the bowler's settee or visitors' settee.

b. Notwithstanding any other provision of this Section 16-127, any owner, operator, manager or other person who controls any establishment described in this Section 16-127(6) may declare that entire establishment, facility, or grounds as smoke-free.

#### **(7) Signs.**

a. Each owner, operator, manager and other person having control of an enclosed area or public place subject to the provisions hereof shall be jointly and severally responsible to clearly and conspicuously post:

- (i) “No Smoking” signs or the international “No Smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a circle with a bar across it) in every public entrance or other areas where smoking is prohibited by this Section 16-127.
- (ii) In public places where smoking is allowed pursuant to this Section 16-127, a sign with the words “Smoking is Allowed Inside” at each public entrance to, or in a position clearly visible on entering, the enclosed area in which smoking is permitted.

b. All signs referred to in this Section 16-127(7) shall be a minimum size of twenty (20) square inches and must be placed at a height of between four to six feet (4’ – 6’) above the floor.

#### **(8) Freestanding Bar Annual Certification/Affirmative Defense.**

a. It shall be an affirmative defense to enforcement of the nonsmoking provisions of this Section 16-127 if a freestanding bar establishes the following:



(i) The annual gross sales from the sale and service of food and meals is less than fifty-five percent (55%) of the total annual sales of the freestanding bar for the previous twelve (12) months; the prior twelve (12) months shall be measured as of the date a complaint is received by the City or an investigation begun; and

(ii) The certification required below has been made.

b. During each December with respect to the following calendar year, the owner or other person in charge of the freestanding bar who desires to be treated as a freestanding bar lawfully allowing smoking therein for such calendar year shall deliver to the City Clerk his or her certification given under oath, on a form available from the City Clerk, that the percentage of food and meal sales relative to total annual sales is less than fifty-five percent (55%).

c. The signage and other requirements of this Section 16-127 shall continue to apply to a freestanding bar filing the certificate.

d. In any investigation or prosecution by the City whether upon complaint from any person or otherwise, each owner and other person in charge of the freestanding bar who has allowed smoking in an enclosed area pursuant to this Section 16-127(8) shall have the burden to establish to the City that such business complied with all requirements of this Section 16-127.

e. At the request of the owner or other person in charge, the City shall treat financial and sales information required to establish the affirmative defense under this Section 16-127(8) as confidential, except as required pursuant to the Colorado Open Records Act, Title 24, Article 72 of the Colorado Revised Statutes and as amended, as required by federal law, as ordered by a court of competent jurisdiction, or as the City deems necessary to investigate a complaint, prosecute an alleged violation or evaluate the assertion of the affirmative defense created by this Section 16-127(8).

f. Each owner and other person in charge of a freestanding bar for which a certificate has been filed pursuant to (a)(ii), above shall notify the City Clerk in writing at any time that such owner and/or other person in charge reasonably believes that such freestanding bar is no longer satisfying all of the elements in (a)(i), above.

g. An attached bar need not certify.

#### **(9) No Retaliation.**

No person or employer shall discharge, refuse to hire or retaliate in any manner against any employee, applicant for employment, or customer because such employee, applicant, or customer exercises any right to, or complains about the lack of, a smoke-free environment afforded by this Section 16-127.

#### **(10) Violations and Penalties.**

a. It shall be unlawful for any person or business that owns, manages, operates or otherwise controls the use of any premises, enclosed area, public place, or place of employment subject to regulation under this Section 16-127 to fail to comply with any of its provisions.

b. It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this Section 16-127.

c. Each violation of any provision of Section 16-127 shall be deemed to be a separate violation. Each day shall be treated as a separate violation for continuing violations of Section 16-127(4), (7), and (9)

(11) **Other Applicable Laws.**

This Section 16-127 shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

(12) **Severability.**

If any provision, clause, sentence or paragraph of this article or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this article which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.

(13) **Amortization.**

Any restaurant, bowling alley, bingo hall or other business in which smoking was lawful on May 1, 2003 shall be entitled to allow such lawful use as it existed on May 1, 2003, as long as the square footage of the designated smoking area is not increased and no additional seats or tables are added to the designated smoking area, until January 1, 2006, notwithstanding the provisions of Section 16-127(3) hereof.

(14) **Effective Date.**

This Section 16-127 shall be effective on January 1, 2004.

**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE AMENDING CHAPTER 16, ARTICLE VI, SECTION 16-127,  
OF THE  
CODE OF ORDINANCES**

Recitals:

After a full public hearing and much deliberation, Ordinance No. 3540 regulating smoking in public places was adopted on July 2, 2003 and went into effect on January 1, 2004. City Council has determined that amendments to the ordinance as codified in the Code of Ordinances ("Code") in Chapter 16, Article VI: Air Pollution, Section 16-127. Smoking in workplaces and public places will clarify the intent and meaning for enforcement of the law. In addition, City Council has also reconsidered where it is appropriate for smoking to occur in a bowling alley and bingo hall. City Council's position has not changed, but these amendments more fully explain the City Council's intent.

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

Chapter 16, Article VI, Section 16-127. Smoking in workplaces and public places of the Code is hereby amended as set forth in the attached Exhibit A which is incorporated herein as if fully rewritten.

Introduced on first reading this 5th day of October 2005.

PASSED and ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

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

Attest:

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

## EXHIBIT A

### ARTICLE VI. AIR POLLUTION

#### Sec. 16-127. Smoking in workplaces and public places.

(1) **Definitions.** The following words and phrases, whenever used in this Section 16-127 shall have the following meanings:

*Attached Bar* means a bar area of a restaurant.

*Bar* means an area which is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of such beverages. Although a restaurant may contain a bar, the term “bar” shall not include any restaurant dining area.

*Bingo Hall* means any enclosed area used for the management, operation or conduct of a game of bingo by any organization holding a license to manage, operate or conduct games of bingo pursuant to Colorado law and in which food service for consumption on the premises is incidental to the games of bingo.

*Bowler's settee* means the area immediately behind the bowling lane in which score is kept and seating is provided for bowlers waiting their turn to bowl.

*Bowling Alley* means a business open to the public which offers the use of bowling lanes, typically equipped with operable automatic pin setting apparatus and in which food service for consumption on the premises is incidental to bowling and related activities.

*Bowling center concourse* means that area separated from the bowling lane, bowlers' settee and visitors' settee by at least one step or a physical barrier.

*Bowling lane* means and includes a bowler's approach, the foul line and the lanes.

*Business* means any sole proprietorship, partnership, joint venture, corporation or other entity formed for profit-making or non-profit purposes, including retail establishments where goods or services are sold, as well as professional corporations and limited liability companies. *Business* includes entities where legal, accounting, financial, planning, medical, dental, engineering, architectural or other services are delivered.

*Enclosed Area* means all space between a floor and ceiling within a structure or building which is closed in on all sides by solid walls, doors or windows which extend from the floor to the ceiling.

*Freestanding Bar* means an establishment licensed for on-premise consumption of alcohol in an enclosed area that is physically separated from restaurants and other public places in which smoking is prohibited. Taverns, nightclubs, cocktail lounges and cabarets are typical examples of Freestanding Bars.

*Licensee* means any person licensed by, or subject to regulation pursuant to, the Colorado Liquor Code, including proprietors and businesses within the definition in § 12-47-401, C.R.S.

*Person* means a natural person or any entity or business recognized by law or formed to do business of any sort.

*Physically Separated* means separated from smoke-free public places by continuous solid floor-to-ceiling walls, doors or windows which are interrupted only by entrances or exits to smoking areas. Such entrances, exits, and windows shall be fitted with self-closing or automatic closing devices.

*Private Club* means any establishment which restricts admission to members of the club and their guests. See *Public Place*.

*Private Function* means any activity which is restricted to invited guests in a nonpublic setting and to which the general public is not invited.

*Public Place* means any area to which the public is invited or in which the public is permitted, including but not limited to, banks, educational facilities, schools, health facilities, Laundromats, public transportation facilities including bus stations and stops, taxis, shelters, airports, train stations, reception areas, restaurants, retail food production and marketing/grocery establishments, retail service establishments, retail stores, theaters and waiting rooms. A private club is considered a *public place* when functions are held at the club which are open to the general public and are not restricted to the members of the club. A private residence is not a *public place* except during times when it is being used as a child care, adult care or health care facility, and for thirty (30) minutes before such uses.

*Restaurant* means a business with fifty-five percent (55%) or more of its gross annual sales coming from the sale of food or meals prepared on site, typically for consumption on site. Examples of restaurants are coffee shops, cafeterias, sandwich stands, private or public school or other cafeterias, and other eating establishments which give or offer food for sale to the public, guests, or employees, as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering facilities. Also see Section. 16-127(8).

*Retail Tobacco Store* means a business utilized primarily for the sale of tobacco and accessories and in which the sale of other products is incidental.

*Service Line* means any indoor or outdoor line at which one or more ( $\geq 1$ ) persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

*Smoke-free* means that air in an enclosed area is free from smoke caused by smoking.

*Smoke* or *Smoking* means the carrying or possession of a lighted cigarette, lighted cigar or lighted pipe of any kind, and includes lighting of a pipe, cigar, cigarette, tobacco, weed or other combustible plant.

*Sports Arena* means sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

*Structure* is defined in the International Building Code, including the International Residential Code, ("IBC") as adopted by the City from time-to-time. The term *structure* includes the term *building*, also

defined by the IBC.

*Tobacco* is defined in § 25-14-103.5(2)(c), C.R.S.

*Visitors' settee* means seating provided immediately behind the bowlers' settee.

*Workplace* means an enclosed area in which three or more ( $\geq 3$ ) persons work at gainful employment.

## **(2) Application to City property.**

All enclosed areas and motor vehicles that are owned or leased by the City shall be subject to the provisions of this Section 16-127 as though such areas and vehicles were public places.

## **(3) Prohibition of Smoking in Public Places.**

a. Except as provided herein smoking shall be prohibited in all public places within the City, including, but not limited to, the following:

1. Elevators.
2. Restrooms, lobbies, reception areas, hallways and any other common-use areas.
3. Buses, taxicabs, other means of public transit while operating within the City limits, and ticket, boarding and waiting areas of public transit systems including stops, bus benches, shelters and depots.
4. Service lines.
5. Retail stores.
6. All areas available to and customarily used by the public in all businesses and non-profit entities patronized by the public, including, but not limited to, professional and other offices, banks, and Laundromats.
7. Restaurants except that smoking is allowed: (a) in an attached bar that is physically separated from areas of the business in which smoking is prohibited; and (b) in outdoor seating areas of restaurants that are not enclosed and are not under a roof (or a projection of a roof) as defined by the IBC as a *roof assembly*, such as patios.
8. Public areas of aquariums, galleries, libraries, museums and similar facilities.
9. Any structure primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital or other similar performance except as covered in Section 16-127(6)(a)(iv).
10. Whether enclosed or outdoors: sports arenas, convention halls and bowling alleys; except that smoking is allowed in portions of a bowling alley in the bowling center

concourse that are physically separated from areas in which smoking is prohibited, such as a bowler's settee or visitors' settee.

11. During such time as a public meeting is in progress: every room, chamber, place of meeting or public assembly; including school buildings, under the control of any board, council, commission, committee, and including joint committees and agencies of the City and political subdivisions of the State.

12. Waiting rooms, hallways, wards and semiprivate rooms of health facilities, including hospitals, clinics, therapists' offices and facilities, physical therapy facilities, doctors' offices, dentists' offices and the offices and facilities of other health care providers.

13. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.

14. Bingo halls except that smoking is permitted in portions of a bingo hall that are physically separated from areas in which smoking is prohibited, such as a restaurant.

15. Polling places.

- c. Notwithstanding any other provision of this Section 16-127, any person or business who controls any business or facility may declare that entire establishment, facility or grounds as smoke-free.

#### **(4) Smoke-free Workplace.**

Except in the areas in which smoking is allowed by this Section 16-127, in workplaces in which smokers and nonsmokers work in the same enclosed areas, offices or rooms, the employer shall provide a smoke-free workplace to accommodate an employee who requests a smoke-free workplace.

#### **(5) Smoke-free Exits and Entrances.**

Smoking shall not occur in or so close to exterior exits or entrances that the free flow of pedestrian traffic may be affected or so close that the operation of the doors, exits or entrances is affected or diminished.

#### **(6) Where indoor smoking is not prohibited.**

a. Notwithstanding any other provision of this Section 16-127 to the contrary, the following areas shall be exempt from the prohibition contained in Section 16-127(3):

(i) Private residences; except when used as a child care, adult day care or health care facility and during the thirty (30) minutes in advance of such use(s).

(ii) Retail tobacco stores.

- (iii) Only while being used for private functions: restaurants, bars, hotel and motel conference or meeting rooms and public and private assembly rooms.
- (iv) When smoking is part of a stage production and then only by the actors as a part of the role in the facility which is primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital or other similar performance.
- (v) A freestanding bar that may lawfully allow smoking pursuant to Section 16-127(8), and an attached bar that is physically separated from nonsmoking areas.
- (vi) In a bingo hall, those portions of an enclosed area that are physically separated from the nonsmoking areas of the bingo hall.
- (vii) In portions of a bowling alley in the bowling center concourse that are physically separated from areas in which smoking is prohibited, such as the bowler's settee or visitors' settee.

b. Notwithstanding any other provision of this Section 16-127, any owner, operator, manager or other person who controls any establishment described in this Section 16-127(6) may declare that entire establishment, facility, or grounds as smoke-free.

#### **(7) Signs.**

b. Each owner, operator, manager and other person having control of an enclosed area or public place subject to the provisions hereof shall be jointly and severally responsible to clearly and conspicuously post:

(i) "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a circle with a bar across it) in every public entrance or other areas where smoking is prohibited by this Section 16-127.

(ii) In public places where smoking is allowed pursuant to this Section 16-127, a sign with the words "Smoking is Allowed Inside" at each public entrance to, or in a position clearly visible on entering, the enclosed area in which smoking is permitted.

b. All signs referred to in this Section 16-127(7) shall be a minimum size of twenty (20) square inches and must be placed at a height of between four to six feet (4' – 6') above the floor.

#### **(8) Freestanding Bar Annual Certification/Affirmative Defense.**

a. It shall be an affirmative defense to enforcement of the nonsmoking provisions of this Section 16-127 if a freestanding bar establishes the following:

(i) The annual gross sales from the sale and service of food and meals is less than fifty-five percent (55%) of the total annual sales of the freestanding bar for the



previous twelve (12) months; the prior twelve (12) months shall be measured as of the date a complaint is received by the City or an investigation begun; and

(ii) The certification required below has been made.

b. During each December with respect to the following calendar year, the owner or other person in charge of the freestanding bar who desires to be treated as a freestanding bar lawfully allowing smoking therein for such calendar year shall deliver to the City Clerk his or her certification given under oath, on a form available from the City Clerk, that the percentage of food and meal sales relative to total annual sales is less than fifty-five percent (55%).

c. The signage and other requirements of this Section 16-127 shall continue to apply to a freestanding bar filing the certificate.

d. In any investigation or prosecution by the City whether upon complaint from any person or otherwise, each owner and other person in charge of the freestanding bar who has allowed smoking in an enclosed area pursuant to this Section 16-127(8) shall have the burden to establish to the City that such business complied with all requirements of this Section 16-127.

e. At the request of the owner or other person in charge, the City shall treat financial and sales information required to establish the affirmative defense under this Section 16-127(8) as confidential, except as required pursuant to the Colorado Open Records Act, Title 24, Article 72 of the Colorado Revised Statutes and as amended, as required by federal law, as ordered by a court of competent jurisdiction, or as the City deems necessary to investigate a complaint, prosecute an alleged violation or evaluate the assertion of the affirmative defense created by this Section 16-127(8).

f. Each owner and other person in charge of a freestanding bar for which a certificate has been filed pursuant to (a)(ii), above shall notify the City Clerk in writing at any time that such owner and/or other person in charge reasonably believes that such freestanding bar is no longer satisfying all of the elements in (a)(i), above.

g. An attached bar need not certify.

**(9) No Retaliation.**

No person or employer shall discharge, refuse to hire or retaliate in any manner against any employee, applicant for employment, or customer because such employee, applicant, or customer exercises any right to, or complains about the lack of, a smoke-free environment afforded by this Section 16-127.

**(10) Violations and Penalties.**

a. It shall be unlawful for any person or business that owns, manages, operates or otherwise controls the use of any premises, enclosed area, public place, or place of employment subject to regulation under this Section 16-127 to fail to comply with any of its provisions.

b. It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this Section 16-127.

c. Each violation of any provision of Section 16-127 shall be deemed to be a separate violation. Each day shall be treated as a separate violation for continuing violations of Section 16-127(4), (7), and (9)

(11) **Other Applicable Laws.**

This Section 16-127 shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

(12) **Severability.**

If any provision, clause, sentence or paragraph of this article or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this article which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.

(13) **Amortization.**

Any restaurant, bowling alley, bingo hall or other business in which smoking was lawful on May 1, 2003 shall be entitled to allow such lawful use as it existed on May 1, 2003, as long as the square footage of the designated smoking area is not increased and no additional seats or tables are added to the designated smoking area, until January 1, 2006, notwithstanding the provisions of Section 16-127(3) hereof.

(14) **Effective Date.**

This Section 16-127 shall be effective on January 1, 2004.

**Attach 10**

**Public Hearing – An Ordinance Amending the Dog Regulations  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Amendments to Dog Regulations					
<b>Meeting Date</b>	October 5, 2005					
<b>Date Prepared</b>	September 28, 2005				<b>File #</b>	
<b>Author</b>	Shelly Dackonish			<b>Staff Attorney</b>		
<b>Presenter Name</b>	John Shaver			<b>City Attorney</b>		
<b>Report results back to Council</b>		<b>No</b>		<b>Yes</b>	<b>When</b>	
<b>Citizen Presentation</b>		<b>Yes</b>	x	<b>No</b>	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b> X <b>Individual Consideration</b>

**Summary:** Amendments to Article III (Dogs and Cats) of Chapter 6 (Animals) of the Grand Junction Code of Ordinances concerning impoundment and licensing of dogs, control of dangerous dogs, exceptions to the prohibition of dogs at large, a surcharge on fines for dog at large and correction of scriveners' errors are proposed.

**Budget:** Additional administration effort and time would be required of City staff in processing fines.

**Action Requested/Recommendation:** Hold a public hearing and consider final passage of the ordinance to consider and adopt amendments to Article III (Dogs and Cats) of Chapter 6 (Animals) of the Grand Junction Code of Ordinances concerning impoundment and licensing of dogs, control of dangerous dogs, exceptions to the prohibition of dogs at large and correction of scriveners' errors. Amend GJCO §6-59 to include a \$25.00 surcharge on fines for dog at large violations, with the surcharge revenue to be used to create a fund for establishment and maintenance of a dog park or parks.

**Attachments:** Proposed amendments to Chapter 6, GJCO. Ordinance including proposed amendments. Note: Two alternate versions of dog park surcharge ordinance amending GJCO §6-59 are attached. Not all definitions in §6-57 are included, only those pertinent to the Council's consideration of the proposed amendments.

**Background Information:**

**Impoundment and licensing of dogs.** State laws regarding impoundment and licensing of dogs have changed to allow for a shorter holding period for impounded animals and a three-year license to coincide with the three-year rabies vaccine now available. Also, state law has changed the designation "vicious dog" to "dangerous

dog,” without any change in the definition thereof. Mesa County will be incorporating those changes into its animal control resolutions. Because the City contracts with Mesa County Animal Services for enforcement of City animal laws, better and more consistent enforcement and simpler administration is afforded where there is substantial similarity in County and City animal control laws. The shorter minimum impoundment period allows animal control to make efficient decisions as to use of finite resources and disposal of animals in custody. The change of “vicious” to “dangerous” is desirable because the popular or common meaning of the word “vicious” does not coincide with the definition in the ordinance, and creates a misconception that may hinder officers in the field. Also proposed is a correction of a scrivener’s error in §6-58.

**Failure to control dogs, provocation defense.** The ordinance prohibiting failure to control a dog provides that no violation occurs if the dog bites with provocation; however, the ordinance is less clear than it could be as to whether the defense of provocation applies and what constitutes provocation. Staff recommends amendments such that in order to be a defense the act of provocation to be objectively unreasonable to an ordinary person and clarifying that the defense applies where the dog’s response is proportional to provoking act.

**Dog-at-large “training” exception.** The present dog-at-large ordinance carries an exception for animals that are in training or being trained for certain activities. Problems with enforcement arise when individuals with dogs off lead assert they are training. An elimination of the broad and loosely defined training exception is proposed, substituting an exception for participation in organized dog training or obedience classes. Staff feels that this amendment would preserve the intent behind the exception without imposing unnecessary and time-consuming challenges to enforcement and prosecution. In addition, with the proposed dog park up and running, there will be a better place for off-lead activities such that the need for this exception will be alleviated.

**Dog park surcharge.** The alternate proposed amendments to the Grand Junction Code of Ordinances (GJCO) §6-59 add a surcharge on fines for dog-at-large violation, the purpose of which is to create a fund for maintenance of a dog park or parks. One amendment applies the surcharge to all dog at large violations which result in a fine, while the other limits the surcharge to dog at large violations which occur in the public parks. (Another option could be to impose a smaller surcharge on all dog at large violations.)

Fines for dog-at-large are prescribed by §6-68 and are as follows: First offense, up to \$50; second offense, up to \$100; third offense, up to \$250; fourth and subsequent offenses up to \$500. Pursuant to the contract between the City and Mesa County Animal Services, fines go to Mesa County Animal Services. At this time, staff recommends the addition of a \$25.00 surcharge to fines for dog at large, with surcharge revenues going to a dog park fund. The fund could help absorb some of the costs associated with the establishment and maintenance of one or more dog park(s). Because dog owners receive the benefit of a dog park, it is appropriate that dog owners, and particularly those who fail to comply with the dog at large ordinance, bear a portion of such costs.

The following statistics are available for consideration: In the year 2004, a total of 374 dog at large tickets were handled by the Municipal Court, generating \$18,460 in fine revenues. In the first seven months of 2005, a total of 212 dog at large tickets were processed, generating \$11,340 in fine revenues. Although no breakdown is available for violations occurring in the parks, staff estimates that these comprise approximately  $\frac{1}{4}$  or fewer of the total. It should also be considered that the number of dog at large violations, especially those in public parks, is expected to decline once a dog park becomes available.

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

**AN ORDINANCE AMENDING PARTS OF CHAPTER 6, ARTICLE III OF THE CITY OF GRAND JUNCTION CODE OF ORDINANCES RELATING TO LICENSING AND IMPOUNDMENT OF DOGS, DOGS AT LARGE, CONTROL OF DOGS, DANGEROUS DOGS, A SURCHARGE ON FINES FOR THE PURPOSE OF FUNDING DOG PARK(S) AND CORRECTION OF SCRIVENERS' ERRORS AND AUTHORIZE THE PUBLICATION IN PAMPHLET FORM**

RECITALS:

It is beneficial to the health, safety and welfare of the citizens of the community to substitute the word "vicious" with the word "dangerous" throughout Article III of Chapter 6 in order to add clarity and consistency;

It is also beneficial to allow for a three-year license to coincide with the three-year rabies vaccine;

It is desirable for Mesa County Animal Services to manage its resources by changing the minimum impound periods to concord with those set by the County and by state law;

Clarification of the availability and establishment of the defense of provocation to failure to control a dog is needed because the ordinance is not clear and judicial determinations have been inconsistent;

Clarification is also needed with respect to the "training" exception to the prohibition of dogs at large;

Dog owners that lawfully use and benefit from a dog park should expect some of the costs associated with the establishment and maintenance of dog park(s) to be borne by dog owners who violate the leash law. Therefore establishment of a surcharge on dog at large violations may help achieve this goal;

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

Chapter 6, Article III of the Code of Ordinances, City of Grand Junction, Colorado, is hereby amended to read as follows. (Additions are shown in underline; deletions are shown by strikethrough.)

**Sec. 6-57. Definitions**

*At large* means to be off the premises of the owner or custodian and not under direct physical control of the owner or custodian by means of a leash or other mechanism of control. This requirement does not apply to any dog while actually

working livestock, locating or retrieving wild game in a lawful season for a licensed hunter, assisting law enforcement officers, or participating in an organized obedience training class, dog show or an obedience trial, ~~or while being trained for any of these pursuits~~. Dogs tethered to a stationary object within range of a public street, sidewalk, or right-of-way shall be deemed at large if the owner or custodian of such dog is not immediately present. This general definition of “at large” shall be superseded by the following if the animal is within the following geographic areas:

(1) Downtown Grand Junction: defined as the area bounded on the east by 12<sup>th</sup> Street and on the west by First Street; and on the north by the north side of the pavement of Grand Avenue, and on the south by the south side of the pavement of Colorado Avenue.

(2) The North Avenue corridor: One-half block north and south of North Avenue from First Street on the west to 29 Road on the east.

In these areas, “at large” is defined as an animal off the premises of the owner or custodian and not under the direct physical control by means of a leash.

*Bodily injury* means any physical pain, illness, impairment of physical or mental condition, or physical injury wherein the skin is broken, bleeding occurs, bruising occurs, or bone, tissue, or muscle damage is suffered or emergency medical treatment becomes reasonably necessary for a person or animal.

*Provocation* means teasing, threatening, striking, or attacking an animal or its owner in the animal's presence, by either a person or another animal, which is objectively unreasonable to an ordinary person. “Provocation” shall not include the lawful presence of an individual or animal in close proximity to but not within or upon property of another, or where a dog is tied, kept, kenneled or harbored.

*Serious bodily injury* means bodily injury which, either at the time of the actual injury or at a later time, involves a substantial risk of death, a substantial risk of permanent disfigurement, or a substantial risk of protracted loss or impairment of the function of any part or organ of the body or breaks or fractures.

Dangerous ~~Vicious~~ dog means a dog which:

- (1) Causes serious bodily injury to a person;
- (2) Causes bodily injury to a person or animal on two or more occasions;
- (3) Is infected with rabies;
- (4) Is of wild extraction and that on any occasion causes bodily injury to a person or animal by biting, whether or not provoked, or is known to be infected with rabies;
- (5) Causes bodily injury to a person or animal and the bodily injury occurs off the dog owner's premises;

- (6) Is at large and exhibits repeated or continuous aggressive behavior;
- (7) Has engaged in a dogfighting contest with the owner's knowledge; or
- (8) Has been specifically found to be ~~vicious~~ dangerous by any court or jury;

provided, however, that a dog which attacks, terrorizes or causes any bodily injury to a person or animal in immediate response to objectively unreasonable provocation shall not be found to be ~~vicious~~ dangerous if the dog owner establishes such facts as an affirmative defense to a charge for violation of section 6-60 or to the satisfaction of the investigating animal control officer. Any dog which is found to be ~~vicious~~ dangerous as defined by subsections (1), (2), (3), or (4) hereof may be destroyed in accordance with section 6-64(c)(1).

**All other provisions of the Sec. 6-57 shall remain in full force and effect.**

**Sec. 6-58. Licensing and vaccination.**

- (a) *Vaccination Required.* No person shall own, keep or harbor in the City any dog or cat over four months of age unless such dog or cat is vaccinated against rabies. All dogs and cats vaccinated at four months of age or older shall be revaccinated thereafter in accordance with the recommendation in the "Compendium of Animal Rabies Control" as promulgated by the National Association of State Public Health Veterinarians. After vaccinating a cat or dog for rabies, the veterinarian shall give the owner written certification of such vaccination. Any dog or cat owner who moves into the City and owns any dog or cat four months of age or older, ~~including for purposes of this Section~~ shall comply with this article within thirty days afterward. If any dog or cat has bitten any person or animal within the last ten days, the owner of said dog or cat shall report that fact to the vaccinating veterinarian and to the animal control facility, and no rabies vaccine shall be administered to that dog or cat until after the ten-day observation period.
- (b) *Certificate of vaccination and license.* After vaccinating a cat for rabies, the veterinarian shall give the owner written certification of such vaccination. After vaccinating a dog for rabies, the veterinarian shall take the dog owner's payment for a county license and give the dog owner a county license certificate or dog tag. Dogs must have a current license. A dog owner may choose to buy a county dog license certificate and tag from the animal control center rather than a veterinarian. If so, the veterinarian shall give the owner written certification of the dog's current vaccination, which the owner shall show to an animal control officer when purchasing a county license and tag. The term of any license issued cannot exceed the date the rabies vaccination expires. A dog owner may choose to license annually or may choose to purchase a license that expires concurrently with the rabies vaccination. Fees for licenses shall be established by resolution of the City Council and on file in



the City Clerk's office. Certificates of license shall contain the following information:

- (1) The name, street address, and telephone number of the owner of the vaccinated dog;
- (2) The veterinarian's name, rabies tag number and expiration date;
- (3) The breed, age, color and sex of the dog; and
- (4) The county license number, license year or term of issue, license fee, and licensing agent.

Vaccination of dogs of wild extraction is required, as is the above information required for licensure of a dog of wild extraction.

- (f) *Harboring unvaccinated dogs or cats.* No person shall own or harbor any dog or cat which has not been vaccinated against rabies ~~within the last year as provided in this article.~~ or whose most recent rabies vaccination has expired. This subsection shall apply to dogs of wild extraction.

**All other provisions in Section 6-58 shall remain in full force and effect**

**Section 6-59. Dogs running at large.**

(a) *Confinement required.* No dog owner, or any person who harbors, keeps or is custodian of a dog, shall fail to physically, mechanically or electronically confine the dog. Such confinement shall ensure that the dog cannot leave the premises or be at large. No dog owner, or any person who harbors, keeps or is custodian of the dog, shall fail to prevent the dog from being or running at large. any dog off its owner's premises shall be under leash control by its owner.

(b) *Dogs in common and public areas.* No dog owner, or any person who harbors a dog, shall fail to prevent his dog from running at large in the yard of any multiple occupancy building which is occupied by other persons; or in the common areas of mobile home complexes, apartments, or condominium developments; or in open space areas of subdivisions; or in public or county parks or fairgrounds, unless permission is posted by public authorities allowing dogs at large.

(c) *Confinement during estrus.* Any unsprayed female dog in the state of estrus (heat) shall be confined during estrus in a house, building or secured enclosure constructed so that no other dog may gain access to the confined animal. Owners or keepers who do not comply with this subsection may be ordered by an animal control officer to remove the dog to a boarding kennel, veterinary hospital or the animal control center or be served with a penalty assessment notice. All expenses incurred as a result of such confinement shall be paid by the owner. Failure to comply with the removal

order of an animal control officer shall be a violation of this article and any unsprayed female dog in estrus may be summarily impounded in the event of noncompliance with such a removal order.

(d) *Evidence of running at large.* It shall be prima facie evidence that a dog is running at large if the dog is out of its owner's, harborer's or keeper's sight, or if the dog goes upon public or private property without the property owner's manager's or tenant's consent.

**All provisions of Section 6-59 shall remain in full force and effect.**

**Sec. 6-60. Vicious Dangerous dogs.**

(a) *Prohibited.* No person shall own or harbor a ~~vicious~~ dangerous dog within the City, except as provided in this article. Such dog shall be impounded as a public nuisance pursuant to the procedures set forth in section 6-63, and may be subject to disposition as provided by section 6-64(c).

(b) *Control of dogs.* No owner of a dog shall fail to prevent it from causing serious bodily injury to, ~~or biting without provocation,~~ any person or animal, including pets, domestic livestock, fowl or wildlife. No owner of a dog shall fail to prevent it from causing bodily injury to or biting, without provocation, any person or animal, including pets, domestic livestock, fowl or wildlife. Provocation is not a defense to this section 6-57 where the response of the dog is not in proportion to the claimed act of provocation.

**All other provisions of Section 6-60 shall remain in full force and effect.**

**Sec. 6-63. Seizure and impoundment.**

(d) *Length of impoundment.*

(1) Minimum period. Any animal impounded at Animal Control which is not reclaimed by the owner shall be held by Animal Control for a minimum of five (5) days after acquisition by Animal Control, before it may become available for adoption or otherwise disposed of at the discretion of Animal Control, except that an Animal Control supervisor may determine that an animal without identification, including but not limited to a microchip or collar, may be disposed of in three (3) days if such supervisor determines the shelter has insufficient resources for such animal or determines that such animal is dangerous. For purposes of this section, "days" means days during which the shelter is open to the public. If the owner does not properly claim and redeem the animal within this period of impoundment, the animal may be subject to disposition under Section 6-64.

(3) ~~Vicious~~ Dangerous dog. A ~~vicious~~ dangerous dog shall not be released from impoundment during the pendency of any criminal proceeding for violation of

section 6-60(a). If no such action has been or will be commenced, such dog shall be disposed of pursuant to section 6-64.

**All other provisions in Section 6-63 shall remain in full force and effect.**

**Sec. 6-64. Redemption from impoundment and disposition.**

(c) *Disposition of vicious dangerous dogs.*

- (1) A dog found to be vicious dangerous by any court, as defined by subsections 6-57(1), (2), (3), or (4) of this article, shall be finally disposed of by humane euthanasia.
- (2) The owner of a dog which is found to be vicious dangerous as defined by subsections 6-57(5), (6), (7) or (8) of this article shall be subject to any reasonable sentencing orders set by the court prior to or after redemption of the dog. Such orders and conditions may include but are not limited to delayed release of the dog, the posting of bond, construction of secure areas of confinement, restrictions on travel with the dog, neutering the dog, muzzling the dog, compensation of victims, restrictions on sale or transfer of the dog, destruction, and any other terms or conditions deemed necessary to protect the public or to abate a public nuisance. Such order and condition shall require payment of all fines and fees and expenses for seizure, impoundment and redemption, together with penalties and court costs, if any.
- (4) A dog found or declared not to be vicious dangerous shall thereupon be forthwith returned to its owner, subject to payment of redemption fees, licensing and veterinarian care, but excluding liability for boarding expenses.

**Section 6-65. Enforcement.**

- (f) *Search and seizure of dogs.* An animal control officer shall have the right to enter upon private property when necessary to seize a vicious dangerous dog, or a dog that has been running at large, when in reasonable pursuit of such dogs. Authorized entry upon such property shall not include entry into a residence or any structure that confines the dog except with authorization of the property owner. In the event of a property owner's refusal to allow entry upon property or release of the dog and upon presentation of motion and an affidavit establishing probable cause that the dog is a public nuisance as defined in this article, a court may issue an ex parte order requiring the owner to immediately surrender the dog to an animal control officer. Noncompliance with such order shall be grounds for proceedings to establish contempt of court. The court is also authorized to issue an ex parte warrant for search and seizure of a public nuisance dog or abandoned, abused or neglected animals in order to preserve evidence or to protect the public safety and welfare. An animal control officer seizing a public nuisance dog may impound the dog, release the dog in lieu of

impoundment and/or issue a penalty assessment notice or a summons and complaint to the dog owner, unless otherwise required by court order or this article.

**All other provisions of Section 6-65 shall remain in full force and effect.**

**Section 6-68. Penalty assessment; fine schedule.**

If the penalty assessment procedure is used by the animal control officer or any arresting law enforcement officer, the following fine schedule shall be applied for violations of any section of this article which are committed or repeated by the same person within two years from the date of any prior offense:

First offense (up to) . . . .	\$ 50.00
Second offense (up to) . . . .	\$100.00
Third offense (up to) . . . .	\$250.00
Fourth and subsequent offenses (up to) . . . .	\$500.00

Penalties for violation of Section 6-59, dogs running at large, shall include a surcharge of \$25.00 payable to the City of Grand Junction Parks and Recreation Department for the establishment and maintenance of dog park(s). Fines shall not be suspended or waived in order to offset the surcharge.

**All other provisions of Section 6-68 shall remain in full force and effect.**

**ALL OTHER PROVISIONS OF CHAPTER 6 SHALL REMAIN IN FULL FORCE AND EFFECT.**

PASSED for first reading and ordered published in pamphlet form by the City Council of the city of Grand Junction, Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

PASSED AND ADOPTED on second reading and ordered published in pamphlet form by the City Council of the City of Grand Junction, Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 2005 on Second Reading.

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Bruce Hill  
President of the Council

Attest:

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Stephanie Tuin  
City Clerk

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE AMENDING PARTS OF CHAPTER 6, ARTICLE III OF THE CITY OF GRAND JUNCTION CODE OF ORDINANCES RELATING TO LICENSING AND IMPOUNDMENT OF DOGS, DOGS AT LARGE, CONTROL OF DOGS, DANGEROUS DOGS, A SURCHARGE ON FINES FOR THE PURPOSE OF FUNDING DOG PARK(S) AND CORRECTION OF SCRIVENERS' ERRORS AND AUTHORIZE THE PUBLICATION IN PAMPHLET FORM**

RECITALS:

It is beneficial to the health, safety and welfare of the citizens of the community to substitute the word "vicious" with the word "dangerous" throughout Article III of Chapter 6 in order to add clarity and consistency;

It is also beneficial to allow for a three-year license to coincide with the three-year rabies vaccine;

It is desirable for Mesa County Animal Services to manage its resources by changing the minimum impound periods to concord with those set by the County and by state law;

Clarification of the availability and establishment of the defense of provocation to failure to control a dog is needed because the ordinance is not clear and judicial determinations have been inconsistent;

Clarification is also needed with respect to the "training" exception to the prohibition of dogs at large;

Dog owners that lawfully use and benefit from a dog park should expect some of the costs associated with the establishment and maintenance of dog park(s) to be borne by dog owners who violate the leash law. Therefore establishment of a surcharge on dog at large violations may help achieve this goal;

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

Chapter 6, Article III of the Code of Ordinances, City of Grand Junction, Colorado, is hereby amended to read as follows. (Additions are shown in underline; deletions are shown by strikethrough.)

**Sec. 6-57. Definitions**

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mechanism of control. This requirement does not apply to any dog while actually working livestock, locating or retrieving wild game in a lawful season for a licensed hunter, assisting law enforcement officers, or participating in an organized obedience training class, dog show or an obedience trial, ~~or while being trained for any of these pursuits~~. Dogs tethered to a stationary object within range of a public street, sidewalk, or right-of-way shall be deemed at large if the owner or custodian of such dog is not immediately present. This general definition of “at large” shall be superseded by the following if the animal is within the following geographic areas:

(1) Downtown Grand Junction: defined as the area bounded on the east by 12<sup>th</sup> Street and on the west by First Street; and on the north by the north side of the pavement of Grand Avenue, and on the south by the south side of the pavement of Colorado Avenue.

(2) The North Avenue corridor: One-half block north and south of North Avenue from First Street on the west to 29 Road on the east.

In these areas, “at large” is defined as an animal off the premises of the owner or custodian and not under the direct physical control by means of a leash.

*Bodily injury* means any physical pain, illness, impairment of physical or mental condition, or physical injury wherein the skin is broken, bleeding occurs, bruising occurs, or bone, tissue, or muscle damage is suffered or emergency medical treatment becomes reasonably necessary for a person or animal.

*Provocation* means teasing, threatening, striking, or attacking an animal or its owner in the animal’s presence, by either a person or another animal, which is objectively unreasonable to an ordinary person. “Provocation” shall not include the lawful presence of an individual or animal in close proximity to but not within or upon property of another, or where a dog is tied, kept, kenneled or harbored.

*Serious bodily injury* means bodily injury which, either at the time of the actual injury or at a later time, involves a substantial risk of death, a substantial risk of permanent disfigurement, or a substantial risk of protracted loss or impairment of the function of any part or organ of the body or breaks or fractures.

*Dangerous Vicious dog* means a dog which:

- (1) Causes serious bodily injury to a person;
- (2) Causes bodily injury to a person or animal on two or more occasions;
- (3) Is infected with rabies;
- (4) Is of wild extraction and that on any occasion causes bodily injury to a person or animal by biting, whether or not provoked, or is known to be infected with rabies;

- (5) Causes bodily injury to a person or animal and the bodily injury occurs off the dog owner's premises;
- (6) Is at large and exhibits repeated or continuous aggressive behavior;
- (7) Has engaged in a dogfighting contest with the owner's knowledge; or
- (8) Has been specifically found to be ~~vicious~~ dangerous by any court or jury;

provided, however, that a dog which attacks, terrorizes or causes any bodily injury to a person or animal in immediate response to objectively unreasonable provocation shall not be found to be ~~vicious~~ dangerous if the dog owner establishes such facts as an affirmative defense to a charge for violation of section 6-60 or to the satisfaction of the investigating animal control officer. Any dog which is found to be ~~vicious~~ dangerous as defined by subsections (1), (2), (3), or (4) hereof may be destroyed in accordance with section 6-64(c)(1).

**All other provisions of the Sec. 6-57 shall remain in full force and effect.**

**Sec. 6-58. Licensing and vaccination.**

- (a) *Vaccination Required.* No person shall own, keep or harbor in the City any dog or cat over four months of age unless such dog or cat is vaccinated against rabies. All dogs and cats vaccinated at four months of age or older shall be revaccinated thereafter in accordance with the recommendation in the "Compendium of Animal Rabies Control" as promulgated by the National Association of State Public Health Veterinarians. After vaccinating a cat or dog for rabies, the veterinarian shall give the owner written certification of such vaccination. Any dog or cat owner who moves into the City and owns any dog or cat four months of age or older, ~~including for purposes of this Section~~ shall comply with this article within thirty days afterward. If any dog or cat has bitten any person or animal within the last ten days, the owner of said dog or cat shall report that fact to the vaccinating veterinarian and to the animal control facility, and no rabies vaccine shall be administered to that dog or cat until after the ten-day observation period.
- (b) *Certificate of vaccination and license.* After vaccinating a cat for rabies, the veterinarian shall give the owner written certification of such vaccination. After vaccinating a dog for rabies, the veterinarian shall take the dog owner's payment for a county license and give the dog owner a county license certificate or dog tag. Dogs must have a current license. A dog owner may choose to buy a county dog license certificate and tag from the animal control center rather than a veterinarian. If so, the veterinarian shall give the owner written certification of the dog's current vaccination, which the owner shall show to an animal control officer when purchasing a county license and tag. The term of any license issued cannot exceed the date the rabies vaccination expires. A dog owner may choose to license annually or may choose to



purchase a license that expires concurrently with the rabies vaccination. Fees for licenses shall be established by resolution of the City Council and on file in the City Clerk's office. Certificates of license shall contain the following information:

- (1) The name, street address, and telephone number of the owner of the vaccinated dog;
- (2) The veterinarian's name, rabies tag number and expiration date;
- (3) The breed, age, color and sex of the dog; and
- (4) The county license number, license year or term of issue, license fee, and licensing agent.

Vaccination of dogs of wild extraction is required, as is the above information required for licensure of a dog of wild extraction.

- (f) *Harboring unvaccinated dogs or cats.* No person shall own or harbor any dog or cat which has not been vaccinated against rabies ~~within the last year as provided in this article.~~ or whose most recent rabies vaccination has expired. This subsection shall apply to dogs of wild extraction.

**All other provisions in Section 6-58 shall remain in full force and effect**

**Section 6-59. Dogs running at large.**

(a) *Confinement required.* No dog owner, or any person who harbors, keeps or is custodian of a dog, shall fail to physically, mechanically or electronically confine the dog. Such confinement shall ensure that the dog cannot leave the premises or be at large. No dog owner, or any person who harbors, keeps or is custodian of the dog, shall fail to prevent the dog from being or running at large. any dog off its owner's premises shall be under leash control by its owner.

(b) *Dogs in common and public areas.* No dog owner, or any person who harbors a dog, shall fail to prevent his dog from running at large in the yard of any multiple occupancy building which is occupied by other persons; or in the common areas of mobile home complexes, apartments, or condominium developments; or in open space areas of subdivisions; or in public or county parks or fairgrounds, unless permission is posted by public authorities allowing dogs at large.

(c) *Confinement during estrus.* Any unsprayed female dog in the state of estrus (heat) shall be confined during estrus in a house, building or secured enclosure constructed so that no other dog may gain access to the confined animal. Owners or keepers who do not comply with this subsection may be ordered by an animal control officer to remove the dog to a boarding kennel, veterinary hospital or the animal control

center or be served with a penalty assessment notice. All expenses incurred as a result of such confinement shall be paid by the owner. Failure to comply with the removal order of an animal control officer shall be a violation of this article and any unsprayed female dog in estrus may be summarily impounded in the event of noncompliance with such a removal order.

(d) *Evidence of running at large.* It shall be prima facie evidence that a dog is running at large if the dog is out of its owner's, harborer's or keeper's sight, or if the dog goes upon public or private property without the property owner's manager's or tenant's consent.

**All provisions of Section 6-59 shall remain in full force and effect.**

**Sec. 6-60. ~~Vicious~~ Dangerous dogs.**

(a) *Prohibited.* No person shall own or harbor a ~~vicious~~ dangerous dog within the City, except as provided in this article. Such dog shall be impounded as a public nuisance pursuant to the procedures set forth in section 6-63, and may be subject to disposition as provided by section 6-64(c).

(b) *Control of dogs.* No owner of a dog shall fail to prevent it from causing serious bodily injury to, ~~or biting without provocation,~~ any person or animal, including pets, domestic livestock, fowl or wildlife. No owner of a dog shall fail to prevent it from causing bodily injury to or biting, without provocation, any person or animal, including pets, domestic livestock, fowl or wildlife. Provocation is not a defense to this section 6-57 where the response of the dog is not in proportion to the claimed act of provocation.

**All other provisions of Section 6-60 shall remain in full force and effect.**

**Sec. 6-63. Seizure and impoundment.**

(d) *Length of impoundment.*

(1) Minimum period. Any animal impounded at Animal Control which is not reclaimed by the owner shall be held by Animal Control for a minimum of five (5) days after acquisition by Animal Control, before it may become available for adoption or otherwise disposed of at the discretion of Animal Control, except that an Animal Control supervisor may determine that an animal without identification, including but not limited to a microchip or collar, may be disposed of in three (3) days if such supervisor determines the shelter has insufficient resources for such animal or determines that such animal is dangerous. For purposes of this section, "days" means days during which the shelter is open to the public. If the owner does not properly claim and redeem the animal within this period of impoundment, the animal may be subject to disposition under Section 6-64.

- (3) ~~Vicious~~ Dangerous dog. A ~~vicious~~ dangerous dog shall not be released from impoundment during the pendency of any criminal proceeding for violation of section 6-60(a). If no such action has been or will be commenced, such dog shall be disposed of pursuant to section 6-64.

**All other provisions in Section 6-63 shall remain in full force and effect.**

**Sec. 6-64. Redemption from impoundment and disposition.**

(c) *Disposition of ~~vicious~~ dangerous dogs.*

- (1) A dog found to be ~~vicious~~ dangerous by any court, as defined by subsections 6-57(1), (2), (3), or (4) of this article, shall be finally disposed of by humane euthanasia.
- (2) The owner of a dog which is found to be ~~vicious~~ dangerous as defined by subsections 6-57(5), (6), (7) or (8) of this article shall be subject to any reasonable sentencing orders set by the court prior to or after redemption of the dog. Such orders and conditions may include but are not limited to delayed release of the dog, the posting of bond, construction of secure areas of confinement, restrictions on travel with the dog, neutering the dog, muzzling the dog, compensation of victims, restrictions on sale or transfer of the dog, destruction, and any other terms or conditions deemed necessary to protect the public or to abate a public nuisance. Such order and condition shall require payment of all fines and fees and expenses for seizure, impoundment and redemption, together with penalties and court costs, if any.
- (4) A dog found or declared not to be ~~vicious~~ dangerous shall thereupon be forthwith returned to its owner, subject to payment of redemption fees, licensing and veterinarian care, but excluding liability for boarding expenses.

**Section 6-65. Enforcement.**

- (f) *Search and seizure of dogs.* An animal control officer shall have the right to enter upon private property when necessary to seize a ~~vicious~~ dangerous dog, or a dog that has been running at large, when in reasonable pursuit of such dogs. Authorized entry upon such property shall not include entry into a residence or any structure that confines the dog except with authorization of the property owner. In the event of a property owner's refusal to allow entry upon property or release of the dog and upon presentation of motion and an affidavit establishing probable cause that the dog is a public nuisance as defined in this article, a court may issue an ex parte order requiring the owner to immediately surrender the dog to an animal control officer. Noncompliance with such order shall be grounds for proceedings to establish contempt of court. The court is also authorized to issue an ex parte warrant for search and seizure of a public nuisance dog or abandoned, abused or neglected animals in order to preserve

evidence or to protect the public safety and welfare. An animal control office seizing a public nuisance dog may impound the dog, release the dog in lieu of impoundment and/or issue a penalty assessment notice or a summons and complaint to the dog owner, unless otherwise required by court order or this article.

**All other provisions of Section 6-65 shall remain in full force and effect.**

**Section 6-68. Penalty assessment; fine schedule.**

If the penalty assessment procedure is used by the animal control officer or any arresting law enforcement officer, the following fine schedule shall be applied for violations of any section of this article which are committed or repeated by the same person within two years from the date of any prior offense:

First offense (up to) . . . .	\$ 50.00
Second offense (up to) . . . .	\$100.00
Third offense (up to) . . . .	\$250.00
Fourth and subsequent offenses (up to) . . . .	\$500.00

Penalties for violation of Section 6-59, dogs running at large, shall include a surcharge of \$25.00 payable to the City of Grand Junction Parks and Recreation Department for the establishment and maintenance of dog park(s), where the dog is found to be at large in a public park. Fines shall not be suspended or waived in order to offset the surcharge.

**All other provisions of Section 6-68 shall remain in full force and effect.**

**ALL OTHER PROVISIONS OF CHAPTER 6 SHALL REMAIN IN FULL FORCE AND EFFECT.**

PASSED for first reading and ordered published in pamphlet form by the City Council of the city of Grand Junction, Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

PASSED AND ADOPTED on second reading and ordered published in pamphlet form by the City Council of the City of Grand Junction, Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 2005 on Second Reading.

\_\_\_\_\_  
Bruce Hill  
President of the Council

Attest:

\_\_\_\_\_  
Stephanie Tuin  
City Clerk

**Attach 11**  
**Public Hearing – Rezone Lots 1 & 2, Chiroconnection Simple Subdivision**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Request to rezone Lots 1 & 2, Chiroconnection Simple Subdivision from RMF-8, Residential Multi-Family – 8 units/acre to RO, Residential Office – 1705 & 1715 N. 1 <sup>st</sup> Street					
<b>Meeting Date</b>	October 5, 2005					
<b>Date Prepared</b>	September 26, 2005			<b>File # RZ-2005-153</b>		
<b>Author</b>	Scott D. Peterson		Associate Planner			
<b>Presenter Name</b>	Scott D. Peterson		Associate Planner			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b> X <b>Individual Consideration</b>

**Summary:** The petitioner, William C. Weimer, is requesting approval to rezone two (2) properties located at 1705 & 1715 N. 1<sup>st</sup> Street from RMF-8 to RO. The two (2) properties total 0.41 acres. The Planning Commission recommended approval at its September 13, 2005 meeting.

**Budget:** N/A

**Action Requested/Recommendation:** Conduct the Public Hearing and approve the Rezoning Ordinance.

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

**Attachments:**

1. Staff Report/Background Information
2. Site Location Map / Aerial Photo
3. Future Land Use Map / Zoning Map
4. Ordinance

**STAFF REPORT / BACKGROUND INFORMATION**

<b>Location:</b>		1705 & 1715 N. 1 <sup>st</sup> Street		
<b>Applicant:</b>		William C. Weimer, Owner		
<b>Existing Land Use:</b>		Two (2) Single-Family Homes - Vacant		
<b>Proposed Land Use:</b>		Future Offices		
<b>Surrounding Land Use:</b>	<b>North</b>	West Middle School		
	<b>South</b>	Duplex		
	<b>East</b>	Single-Family Residential		
	<b>West</b>	West Middle School parking lot		
<b>Existing Zoning:</b>		RMF-8, Residential Multi-Family – 8 units/acre		
<b>Proposed Zoning:</b>		RO, Residential Office		
<b>Surrounding Zoning:</b>	<b>North</b>	CSR, Community Services & Recreation		
	<b>South</b>	RMF-8, Residential Multi-Family – 8 units/acre		
	<b>East</b>	RMF-5, Residential Multi-Family – 5 units/acre		
	<b>West</b>	CSR, Community Services & Recreation		
<b>Growth Plan Designation:</b>		Residential Medium (4 – 8 DU/Acre)		
<b>Zoning within density range?</b>		X	<b>Yes</b>	<b>No</b>

**Staff Analysis:**

The applicant, William C. Weimer, is requesting to rezone his two (2) properties located at 1705 & 1715 N. 1<sup>st</sup> Street (Lots 1 & 2, Chiroconnection Simple Subdivision) to RO, Residential Office in order to market and/or develop the property for future office use. In February 2002, the parcel of land was officially subdivided into three (3) residential lots (Chiroconnection Simple Subdivision – City file # RZ-2001-199) that also included the property located at 1703 N. 1<sup>st</sup> Street (Lot 3, Chiroconnection Simple Subdivision). In May 2002, a duplex was constructed on Lot 3 (1703 N. 1<sup>st</sup> Street), at the corner of N. 1<sup>st</sup> Street and Mesa Avenue.

As part of the subdivision review process for City file # RZ-2001-199, the zoning of the parcel of land also changed from RMF-5, Residential Multi-Family – 5 units/acre to the current zoning of RMF-8, Residential Multi-Family – 8 units/acre, in order to accommodate the construction of the duplex on Lot 3. It should be noted that the

original property owners in 2001 had originally proposed to rezone this property to RO, Residential Office, however at the Neighborhood Meeting at that time, the neighborhood spoke in opposition to the proposed rezoning of RO. Due to this opposition, the property owners decided to move forward with the RMF-8 Zoning District rather than RO which was approved by City Council in December, 2001. The Planning Commission did not hear any neighborhood opposition during the public hearing at this present time to the proposed rezoning to RO, Residential Office and there was also no attendance at the recent Neighborhood Meeting for this application.

The RO District was established to provide low intensity, non-retail, neighborhood service and office uses that would be compatible with adjacent residential neighborhoods. Development regulations and performance standards are intended to make buildings compatible and complementary in scale and appearance to a residential environment.

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

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

The RO District was not available until the year 2000 with the adoption of the new Zoning & Development Code and provides a transitional land use along corridors between single-family residential and more intense land uses.

**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 transition, etc.**

The area near the proposed rezoning request consists of existing RO, Residential Office and PD, Planned Development commercial zoning located along the west side of N. 1<sup>st</sup> Street. To the north and west of the proposed rezoning is West Middle School and the City Market complex zoned B-1, Neighborhood Business. To the east are single-family homes. The areas adjacent to major streets in the community, which does include N. 1<sup>st</sup> Street, have become more commercialized with fewer housing developments over time. The City's enactment in 2000 to adopt the RO Residential Office Zoning District was intended to provide a compatible buffer for areas such as this for near-by existing residential development.

**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 RO is within the allowable density range recommended by the Growth Plan. This criterion must be considered in conjunction with Criterion 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 RO 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 RO Zoning District implements the Residential Medium land use classifications of the Growth Plan. The RO District is considered compatible with surrounding properties as part of the transitional corridor between residential and more intensive land uses.

- 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 RO zone district. A Site Plan Review application will be required at the time of development of an RO land use on the properties for review and approval by City staff.

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

The land available in the surrounding area could accommodate the RO Zone as schools and residential land uses are all permitted in the RO District. There are currently four (4) other properties located between North Avenue and Orchard Avenue that are presently zoned RO. The other office uses (Sylvan Learning Center and The Nickel Want Ads) are currently zoned PD, Planned Development.

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

The community and neighborhood will benefit from the proposal as it will provide an upgrade for the properties which are now two (2) single-family homes that are currently vacant and in need of maintenance.

#### **FINDINGS OF FACT/CONCLUSIONS:**

After reviewing the Weimer Rezone application, RZ-2005-153 for a rezone, the Planning Commission at their September 13, 2005 meeting made the following findings of fact and conclusions:

1. The requested rezone is consistent with the Growth Plan.
2. The review criteria of Section 2.6 A. of the Zoning and Development Code have been met.

**Action Requested/Recommendation:** The Planning Commission recommends that the City Council approve the Ordinance for the rezone of Lots 1 & 2, Chiroconnection Simple Subdivision from RMF-8, Residential Multi-Family – 8 units/acre, to RO, Residential Office – 1705 & 1715 N. 1<sup>st</sup> Street, finding the request consistent with the Growth Plan and Section 2.6 A. of the Zoning & Development Code.

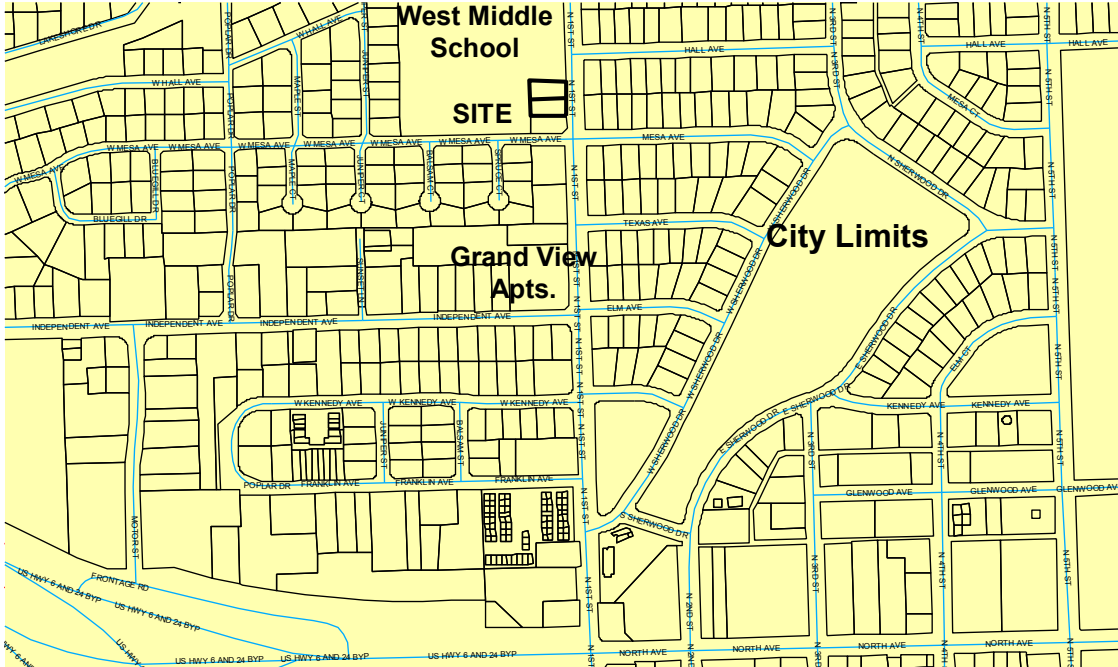
**Attachments:**

1. Site Location Map / Aerial Photo
2. Future Land Use Map / Zoning Map
3. Zoning Ordinance



# Site Location Map – 1705 & 1715 N. 1st

Figure 1



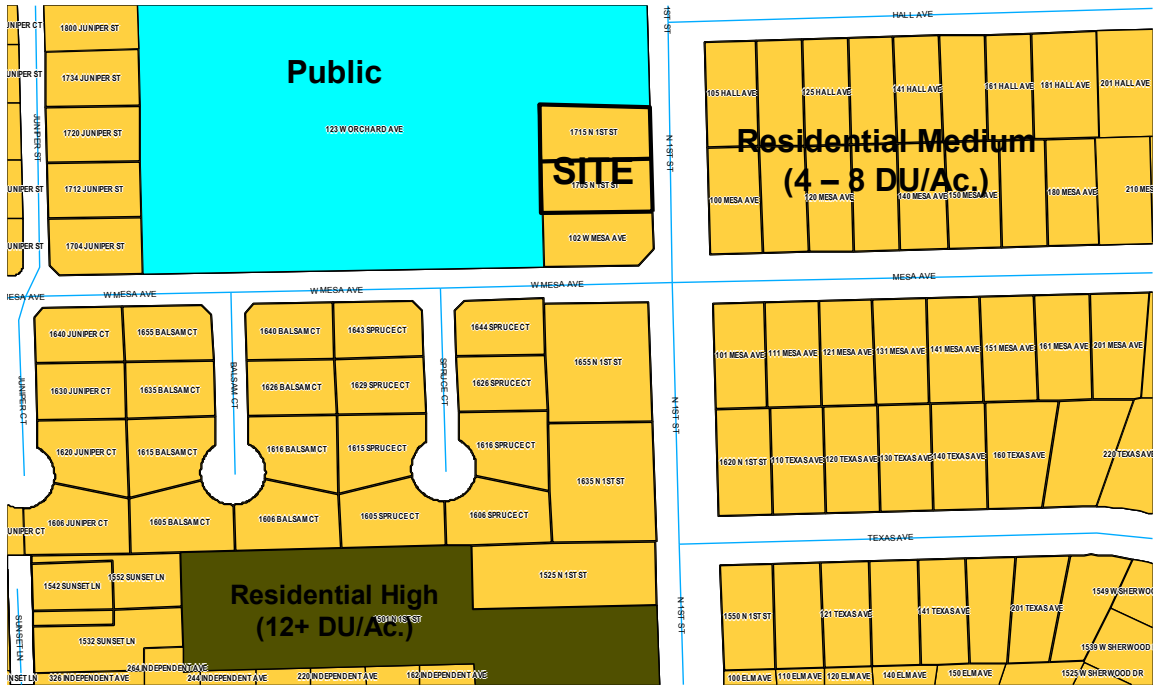
# Aerial Photo Map – 1705 & 1715 N. 1st

Figure 2



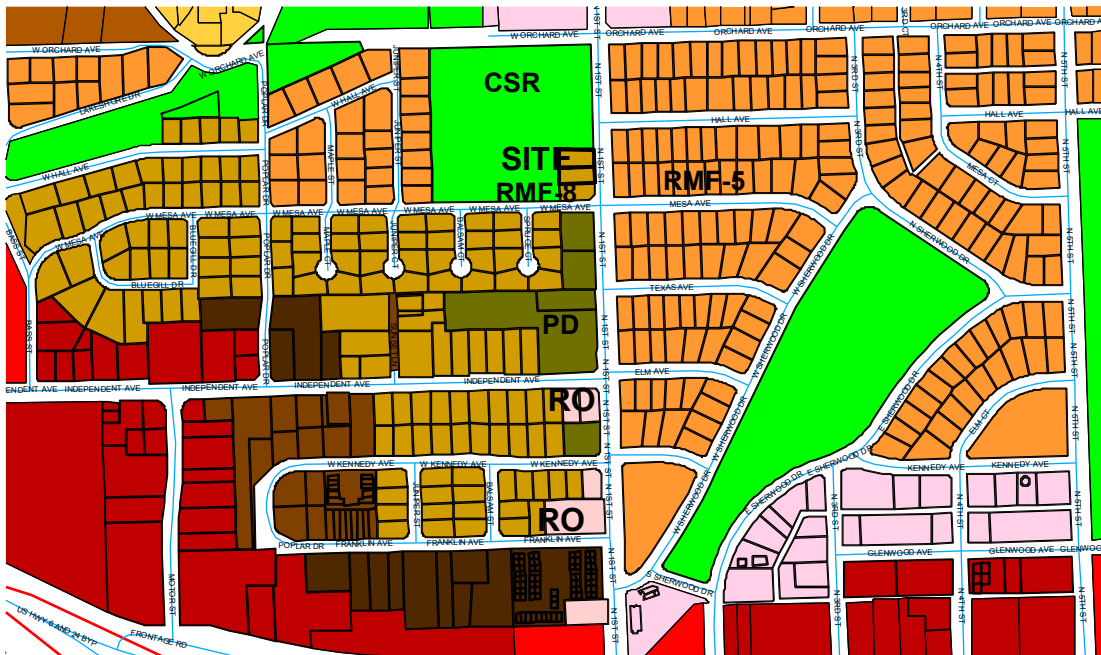
# Future Land Use Map – 1705 & 1715 N. 1st

Figure 3



# Existing City Zoning – 1705 & 1715 N. 1st

Figure 4



**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE REZONING THE PROPERTY KNOWN AS THE  
WEIMER PROPERTIES REZONE FROM RESIDENTIAL MULTI-FAMILY – 8  
UNITS/ACRE (RMF-8) TO RESIDENTIAL OFFICE (RO)  
LOCATED AT 1705 & 1715 N. 1<sup>ST</sup> STREET**

Recitals.

The Grand Junction Planning Commission, at its September 13<sup>th</sup>, 2005 public hearing, recommended approval of the rezone request from the RMF-8, Residential Multi-Family – 8 units per acre, to RO, Residential Office Zoning District.

A rezone from RMF-8, Residential Multi-Family – 8 units per acre, to RO, Residential Office Zoning District, has been requested for the properties located at 1705 & 1715 N. 1<sup>st</sup> Street. The City Council finds that the request meets the goals and policies and future land use set forth by the Growth Plan (Residential Medium 4 – 8 DU/Ac.). City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning & Development Code have all been satisfied.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL (S) DESCRIBED BELOW IS HEREBY ZONED TO THE RO (RESIDENTIAL OFFICE) ZONING DISTRICT:**

Includes the following tax parcel: 2945-104-36-001 (1715 N. 1<sup>st</sup> Street)

Lot 1, Chiroconnection Simple Subdivision

Includes the following tax parcel: 2945-104-36-002 (1705 N. 1<sup>st</sup> Street)

Lot 2, Chiroconnection Simple Subdivision

CONTAINING a total of 0.41 Acres (18,215 Sq. Ft.), more or less, as described.

Introduced on first reading this 21<sup>st</sup> day of September, 2005 and ordered published.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Mayor

ATTEST:

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

**Attach 12**

**Amend #4 of Eng Svcs Contract with Carter & Burgess for Riverside Parkway  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Amendment #4 of Engineering Services Contract with Carter & Burgess for Riverside Parkway.					
<b>Meeting Date</b>	October 5, 2005					
<b>Date Prepared</b>	September 29, 2005				<b>File #</b>	
<b>Author</b>	Jim Shanks Trent Prall		Riverside Parkway Program Manager Riverside Parkway Project Manager			
<b>Presenter Name</b>	Mark Relph		Public Works & Utilities Director			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** This amendment is the fourth of five planned amendments to the existing contract with the engineering firm of Carter and Burgess. This scope of services covers the construction engineering and field inspection for the Riverside Parkway Phase I.

**Budget:** The overall project budget is as follows:

Budget		
Right-of-Way & Relocations		\$19,554,715
General fund property purchases		\$886,044
1601 study and 30% plans		\$5,486,000
Final Design		\$2,994,000
<b>Construction Oversight</b>		<b>\$4,200,000</b>
<b>Phase I Construction Oversight / consulting services</b>	<b>\$901,050</b>	
Other engineering (Admin / Stipends / Attorneys)		\$3,115,000
Utility relocations / Street Lights		\$2,300,000
Undergrounding		\$2,232,000
Construction		\$55,254,337
<b>Total</b>		<b>\$96,022,096</b>

This amendment:	\$901,050
Previously authorized:	\$8,479,390
Total Carter Burgess Contract:	\$9,380,440

The oversight numbers represent 6.5% of the \$13,777,777 construction estimate.



**Action Requested/Recommendation:** Authorize the City Manger to amend the existing contract with Carter & Burgess for a total fee of \$9,380,440.

**Attachments:** None.

**Background Information:**

This is the fourth of five anticipated amendments.

The City Council approved the original contract with the engineering firm of Carter & Burgess to begin the CDOT 1601 interchange approval process for the Riverside Parkway connection at 5<sup>th</sup> Street (US-50 Hwy) in July 2003 (shown as **Task A** on table below).

In January 2004 City Council approved Amendment #1 which included:

- Task B** Completion of the 1601 process for the selected roadway alignment from 4<sup>th</sup> Street to 27 ½ Road including the 5<sup>th</sup> Street intersection
- Task C** Preliminary engineering work and preparation of 30% plans for 1601 area
- Task D** Preliminary engineering work and preparation of 30% plans for the remainder of the Riverside Parkway project from 24 Road to 4<sup>th</sup> Street and from 27 ½ Road to 29 Road
- Task E** ROW acquisition labor for area outside the 1601

As stated in the January 2004 City Council report, once the preliminary engineering was completed a Request for Proposals for a design-build contract for the entire project could be developed. Right of way acquisition and Phase II environmental assessments within the 1601 study area were withheld from the previous amendment as alignments were unknown at the time to accurately project a budget. The contract amendment approved in August 2004 covered the following:

- Task F** Right of way acquisition labor within the 1601 study area in lower downtown
- Task G** Preparation of the documents to procure a design/build team to construct the Riverside Parkway and assist/participate with the City in review of the design/build proposals
- Task H** Phase II environmental investigations inside the 1601 area and Phase I investigations on the east and west sections outside the 1601 area

The third amendment to the contract covers the following:

- Task I** With the change in approach from design/build to design-bid-build, this task proposes to have Carter & Burgess complete the final design and prepare bid documents and assist the City during the bid phase.
- Task J** Right of way acquisition labor for: 1.) increases in the number of parcels to be acquired primarily due to the addition of Mesa County's 29 Rd from D Road to the Colorado River, and 2.) acquisition of temporary construction easements. This is a final design task that was originally to be part of the design-build contractor's role.

This fourth amendment to the contract covers:

- Task K** Construction oversight services for Phase I construction. Carter & Burgess proposes to utilize a field engineer and an inspector to compliment the City's utility inspector for Phase I construction. Also included in the contract is time for C&B project manager, design support for field changes, and some testing.

The table below identifies the tasks currently under contract with Carter Burgess, this proposed amendment, as well as potential future work that could also go to Carter Burgess.

Engineering Task		Value	Status
A.	Begin 1601, Review Kimley-Horn Alternatives Analysis and develop and evaluate 25 Rd Alternatives	\$ 300,000	Original contract approved 7/03
B.	1601 Planning Process	\$ 906,477	Amendment #1 approved 1/21/04
C.	1601 30% Preliminary Engineering	\$ 209,208	Amendment #1 approved 1/21/04
D.	East and west sections 30% Preliminary Eng.	\$ 2,112,950	Amendment #1 approved 1/21/04
E.	ROW acquisition labor* for area outside 1601	\$ 472,977	Amendment #1 approved 1/21/04
F.	ROW acquisition labor for 1601 area	\$ 595,831	Amendment #2 approved 8/4/04
G.	Develop RFPs and solicit and assist City in review of Design/Build Proposals	\$ 691,878	Amendment #2 approved 8/4/04
H.	Phase II Environmental Assessments for lower downtown / Phase I outside 1601	\$ 195,918	Amendment #2 approved 8/4/04
I.	Final Design and bid phase assistance	\$ 2,680,407	Amendment #3 approved 4/6/05
J.	ROW acquisition labor * increase for additional parcels, 29 Rd, and temporary construction easements	\$ 313,744	Amendment #3 approved 4/6/05
K.	<b>Project Construction Administration as City's "owners/rep" including inspection. Phase I</b>	<b>\$ 901,050</b>	<b>This Amendment</b>
L.	Project Construction Administration as City's "owners/rep" including inspection. Phase II & III	To be negotiated	Future amendment March 2006
	*Does not include legal work for any condemnations	\$ 9,380,440	

**Timeline:** Carter & Burgess is currently working on having all of the final design completed by February 2006. Construction schedules for the various phases are as follows:

Phase I	East Section – 9 <sup>th</sup> St to D Road and 29 Rd	October 2005 - November 2006
Phase II	West Section – 24 Road to Koch Asphalt	April 2006 - November 2007
Phase III	Lower Downtown - Koch Asphalt to 9 <sup>th</sup> St	November 2006 - November 2008

End of staff report.

**Attach 13**

**IGA with CDOT for the Construction of the US-50/Riverside Parkway Interchange  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Approval of Intergovernmental Agreement with CDOT for the Construction of the US-50/Riverside Parkway Interchange					
<b>Meeting Date</b>	October 5, 2005					
<b>Date Prepared</b>	September 29, 2005				<b>File #</b>	
<b>Author</b>	Jim Shanks Trent Prall		Riverside Parkway Program Manager Riverside Parkway Project Manager			
<b>Presenter Name</b>	Mark Relph		Public Works & Utilities Director			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b> X <b>Individual Consideration</b>

**Summary:** The City has completed a Feasibility Study and Environmental Assessment for the proposed interchange connection of Riverside Parkway and US-50 Highway according to CDOT’s 1601 Interchange Approval Process earlier this year. The 1601 process requires that the City and CDOT enter into an Intergovernmental Agreement (IGA) to define the responsibilities for the construction and maintenance of the facilities associated with this interchange.

**Budget:** Sufficient funds exist in the 2006 Riverside Parkway budget to construct the US-50 interchange and Riverside Parkway as a part of the total Riverside Parkway project.

**Action Requested/Recommendation:** Pass and adopt attached resolution.

**Attachments:** None

**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 and construction of this transportation corridor.

On December 16, 2004 The Colorado Transportation Commission accepted the System level and Project level feasibility studies for the interchange. On January 19, 2005 The Finding of No Significant Impact which is the decision document for the Environmental Assessment was signed by CDOT. The 1601 process requires the applicant to enter into an Intergovernmental Agreement for the construction and maintenance of the facility. The basic terms of that IGA have been discussed between City staff and CDOT staff. Those basic terms are outlined as follows:

## City's Obligations

- Construct interchange, and lower downtown section of Riverside Parkway at City cost (estimated at \$28 million; from just west of Koch Asphalt to 27 ½ Road).
- City to fund and construct connection between existing US -50 bridges over the Colorado River (estimated cost \$533,000. Only 1/3 of this cost is necessary because of the Riverside Parkway ramp connection to US-50).
- City to apply for CDOT access permit.
- City to construct all improvements in CDOT right-of-way to CDOT standards.
- City will acquire all necessary right-of-way. All new right-of-way will be City right-of-way.
- City will install and maintain all landscaping.
- City will provide all quality control, quality assurance and independent assurance testing.
- City will assume maintenance of North Avenue from Motor Street to I-70B. Presently CDOT pays the City \$32,821 per year to maintain North Avenue. North Avenue will become a City street and City will control all access.

## CDOT's Obligations

- CDOT will pay for their administrative costs which CDOT estimates to be \$161,663.
- CDOT will assume ownership of the 3 bridges in the interchange (1 over US-50, 2 over the Union Pacific Railroad). Estimated cost to replace these bridges in 50 years (\$5 million present value, 5% interest) is \$273,884 per year.
- CDOT will maintain interchange area (pavement, signs, striping, snow & ice. Subsequently CDOT may contract with the City to provide this maintenance).
- CDOT will review plans for improvements within their right-of-way and participate in design and construction coordination with the City and the design-builder.
- CDOT will participate in the review of the methods for handling traffic during construction.

City Council was previously briefed on this item at the January 31, 2005 workshop.

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

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REGARDING US-50/RIVERSIDE PARKWAY INTERCHANGE**

RECITALS:

On December 16, 2004 The Colorado Transportation Commission accepted the System level and Project level feasibility studies for the interchange. On January 19, 2005 The Finding of No Significant Impact which is the decision document for the Environmental Assessment was signed by CDOT. The 1601 process requires the applicant to enter into an Intergovernmental Agreement for the construction and maintenance of the facility.

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

- a. The agreement attached hereto outlines construction and maintenance responsibilities is authorized and approved.
- b. Approval of the agreement authorizes the expenditure(s) as provided by the agreement and for the purposes of the agreement.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2005

CITY OF GRAND JUNCTION, COLORADO

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

ATTEST:

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

## **INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 2005, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and CITY OF GRAND JUNCTION, 250 North 5<sup>th</sup> Street, Grand Junction, Colorado, 81501, FEIN: 846000592, hereinafter referred to as the “City” or the “Local Agency.”

### **RECITALS**

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Appropriation Code 010, Organization Number 9991, Program 2000, Function 3020 Object 2312 1N Phase D, Reporting Category 3410, Contract Encumbrance Number 15062, (Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. Pursuant to 43-2-144 C.R.S., as amended, 43-3-101 C.R.S., as amended, 43-2-147 C.R.S., as amended, 29-1-203 C.R.S., as amended, and State Highway Access Code, 2 CCR 601-1, as amended, the State may contract with Local Agencies to provide for the design, construction, and maintenance of highways that are part of the state highway system or that are part of the Local Agency’s road system.
5. Local Agency anticipates a project for construction of a new interchange at US Highway 50 and Riverside Parkway. The Local Agency and/or the State has completed and submitted a Scope of Work (Exhibit A), attached hereto and incorporated herein by this reference, describing the general nature of the Work.
6. Pursuant to the terms of CDOT’s Policy Directive #1601.0, hereafter referred to as the “Policy Directive,” a Local Agency may apply for permission to, and may be permitted to enter into, an Intergovernmental Agreement, hereinafter referred to as an “IGA,” with CDOT to delineate ownership of, and to design, construct, and maintain a new interchange on a major state highway, entirely, or principally without cost to CDOT.
7. The Local Agency has taken steps under the Policy Directive to secure this IGA regarding the new Interchange at US Highway 50 and Riverside Parkway in Mesa County, Colorado.

8. For the purposes of this IGA, the “Riverside Parkway Interchange” (hereinafter, the “Interchange”) shall be an “interchange,” as defined in the State of Colorado’s State Highway Access Code, Volume 2, CCR 601-1.5(45), i.e., “a facility that grade separates intersecting roadways and provides directional ramps for access movements between the roadways. The structures and the ramps are considered part of the interchange, and shall include all of the proposed improvements located within the CDOT ROW, including the existing and proposed ROW” as shown on the map included as part of Exhibit A.

9. Pursuant to the Policy Directive, the Parties have made the Interchange part of both the Transportation Planning Region’s approved constrained Regional Transportation Plan and the approved Statewide Transportation Plan (STIP # GJ 6159).

10. The State will provide design and construction review services for the Interchange project at its own cost and expense.

11. The Local Agency has funds available and desires to provide 100% of the funding for its own design and construction costs of the work.

12. The Local Agency has estimated the total cost of the work and is prepared to provide the funding required for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this Intergovernmental Agreement and to expend its funds for the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as Exhibit B, which is attached hereto and incorporated herein by this reference.

13. By its Resolution, Number TC-1315, the Transportation Commission of Colorado, hereinafter referred to as the “Commission,” accepted, as meeting the standards set forth in the Policy Directive, the Local Agency’s Interchange System and Project Level Feasibility Study and the Local Agency’s Interchange Management Plan regarding the Interchange.

14. Pursuant to the Policy Directive, the Local Agency: 1) has completed the appropriate Environmental studies to document environmental, social, and economic effects of the Interchange and its relation to the existing public highway system; 2) has prepared and submitted to CDOT, for its review and comment, drafts of the necessary, relevant environmental documents; and, 3) has prepared and submitted to CDOT, for their respective approvals, final versions of the necessary, relevant environmental documents.

15. For the purposes of this IGA, “Local Agency Project” shall be defined as the proposed improvements, as illustrated on the map included in Exhibit A.

16. For the purposes of this IGA, the words, “Ramp,” or “Ramps” refer to the US Highway 50/Riverside Parkway Interchange, the endpoints of the Ramp, or Ramps, are as illustrated on the map included in Exhibit A.

17. The Local Agency has determined that it will be able to meet the Maintenance Activities of the Work, which continues into the indefinite future.



18. This Intergovernmental Agreement is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and Exhibit B.

19. The parties hereto desire to agree upon the division of responsibilities with regard to the project as outlined in Exhibit A.

## **THE PARTIES NOW AGREE THAT:**

### **Section 1. Scope of Work**

The Project or the Work under this Intergovernmental Agreement shall consist of design and construction by the Local Agency and design and construction review services by CDOT for the modification of the Riverside Parkway Interchange, in Grand Junction, Colorado, as more specifically described in Exhibit A, which is attached hereto and made a part hereof.

### **Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this Intergovernmental Agreement and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This Intergovernmental Agreement
2. Exhibit A (Scope of Work)
3. Exhibit D (CDOT Policy Directive #1601.0)
4. Exhibit E (Maintenance Responsibilities)
5. Exhibit C (Contract Modification Tools)
6. Other Exhibits in descending order of their attachment.

### **Section 3. Term**

This Intergovernmental Agreement shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. The term of this Intergovernmental Agreement shall continue through the completion and final acceptance of the Project by the State and the Local Agency.

### **Section 4. Project Funding Provisions**

A. Each party shall pay for its respective project costs at its own expense. The financial obligations of each party are subject to annual appropriation of funds.

B. The parties hereto agree that this intergovernmental agreement is contingent upon all funds designated for the Project being made available, appropriated and lawfully expended. Should these sources fail to provide necessary funds as agreed upon herein, the intergovernmental agreement may be terminated, by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

## **Section 5. State and Local Agency Commitments**

- A. The Local Agency shall be responsible to perform all:
1. pre-construction activities, except those that CDOT has agreed to perform;
  2. construction activities and,
  3. maintenance activities as described below.
- B. CDOT shall provide design and construction review and oversight services including oversight of the environmental assessment of the Interchange and shall perform the maintenance activities described below.
- C. In performing each of the tasks comprising the Work, each of the Parties agrees to comply with:
1. applicable requirements and standards in applicable laws, regulations, policies, procedures, and guidelines.
  2. applicable terms and conditions of this IGA, including those process and task requirements and standards addressed below and with the provisions of CDOT Policy Directive #1601.0, attached hereto and made a part hereof as Exhibit D.
- D. The Local Agency shall ensure the Work complies with:
1. all applicable, current requirements of Federal and State law and regulations and
  2. all applicable CDOT Manuals and Standards (including, e.g., the State's Roadway and Bridge Design Manuals and the 2005 Standard Specifications for Road and Bridge Construction); and
  3. the applicable requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual are reasonably satisfied.
- E. The State may perform a final project inspection of the work within the CDOT right of way prior to acceptance of the Work. When all Work has been completed in accordance with the plans and specifications and applicable legal and regulatory standards, as certified through City's oversight and inspections, CDOT will accept the Work.

## **Section 6. ROW Acquisition and Jurisdictional Swap**

- A. If any additional right of way is needed for the State Highway System, acquisition/relocation activities must comply with all federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the government wide Uniform Act regulation, the FHWA Project Development Guide and CDOT's Right of Way Operations Manual.

CDOT will certify in writing that all right of way has been acquired in accordance with the applicable State and federal regulations, or that no additional right of way is required.

Allocation of Responsibilities can be as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109

charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way- 3114 charges);

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No Federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Operation Manual. The manual is located at <http://www.dot.state.co.us/DevelopProjects/DesignSupport>.

B. For purposes of this agreement the property interests associated with the Interchange include but are not limited to ownership of the following:

1. Right of way and access control;
2. Ramps associated with the Interchange
3. Physical features and related facilities of the Interchange, including, e.g., the Interchange Structure and the Interchange Structure's associated lighting, culverts, etc.;
4. Other Interchange-related facilities, as money is appropriated and expended for the same, e.g., bike paths, traffic lights, pedestrian facilities, park-and-ride facilities, etc.

C. In accordance with the agreed upon jurisdictional swap, CDOT will agree to abandon Highway 6 (North Avenue in its entirety) and will agree to abandon its right, title and interest in the same to the City as allowed by applicable law. Furthermore, CDOT and the City will reasonably cooperate by signing any and all required documents evidencing transfer of Highway 6 to the City.

D. The principles of the jurisdictional swap are:

1. CDOT will act to take Highway 6 (North Avenue in its entirety), off the State Highway System. The City will simultaneously take the necessary legal steps to incorporate Highway 6 (North Avenue in its entirety) into the City's street system. Once CDOT and the City complete that process Highway 6 (North Avenue in its entirety) will be and become a City Street;
2. Contingent on Section 6, D, 1 above, the Interchange (3 structures - US 50 overpass and two railroad overpass structures) will be conveyed by the City to CDOT when constructed. Once the City completes the construction and the construction is accepted the Interchange will be and become a part of the State Highway System.
3. CDOT will own the ramp(s) including any portion thereof that is within the CDOT right of way.
4. The City will widen and reconstruct as required, above the ordinary high water mark of the Colorado River, the existing eastbound US 50 Bridge over the Colorado River. The City will extend the acceleration lane across the River as part of the Work.
5. CDOT will pay the necessary and incidental costs that it incurs for administration, design review, inspection and oversight of the Work.

## **Section 7. Utilities**

The Local Agency will be responsible for obtaining the proper clearance or approval from any utility company which may become involved in this Project. Prior to this Project being advertised for bids, the Local Agency will certify in writing to the State that all such clearances have been obtained.

## **Section 8. Railroads**

A. The City acknowledges that review and/or approval by the Public Utilities Commission of the proposed improvements may be required. The City agrees that it shall not proceed with that part of the Work over which the PUC has jurisdiction without PUC approval.

B. The City has negotiated with the railroad and by the time of completion of construction the City will have a written agreement concerning:

1. what Work is to be accomplished and the location(s) thereof.
2. the railroad's estimate of the cost of the Work it will perform, if any.
3. future maintenance responsibilities for the proposed installation.
4. future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing(s).
5. future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

C. CDOT will not be responsible for any future modifications or reconstruction of the two (2) railroad overpass bridges that might be required by the Union Pacific Railroad's future operations. The City shall make no agreement with the railroad to the contrary.

## **Section 9. Environmental Obligations**

A. The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

## **Section 10. Maintenance Obligations**

A. CDOT, at its own cost and expense shall maintain, operate and make ample provision for the maintenance, during their useful life, of the ramps on to and off of the Interchange within CDOT right-of-way, the US Highway 50 mainline overpass structure, the US Highway 50 Colorado River Bridge Crossings, roadway shoulders and median barriers and the two railroad overpass structures. CDOT shall repair and maintain the same at its own cost and expense during their useful life. At the end of their useful life CDOT shall replace the same at its own cost and expense.

B. Such maintenance and operations shall be in accordance with all applicable statutes, ordinances, regulations and contracts which define the State's obligations to maintain such improvements. The City may make periodic inspections of the Project to verify that the improve-

ments are being adequately maintained. CDOT will maintain the Interchange, including the ramps within the CDOT right of way from asphalt line to asphalt line, which will include patching, paving, striping and guardrail repair.

C. The City, at its own cost and expense shall maintain, operate and make ample provision for the maintenance, during its useful life, of Highway 6 (North Avenue in its entirety). The City shall repair and maintain the same at its own cost and expense during its useful life. At the end of its useful life the City shall replace the same at its own cost and expense.

D. Such maintenance and operations shall be in accordance with all applicable statutes, ordinances, regulations and contracts which define the City's obligations to maintain such improvements. CDOT may make periodic inspections to verify that such improvements are being adequately maintained. The City will maintain the Highway within the right of way as the same is abandoned and is annexed to the City.

E. Furthermore, the Local Agency shall be responsible for maintenance of landscaped features within the Interchange, as indicated in Exhibit E, which is attached hereto and incorporated herein by this reference. The City's maintenance responsibilities shall include, but not be limited to irrigation, replacement of dead or diseased sod or other plants, mowing both native and irrigated grasses and weed control, pruning, spraying of insecticides and herbicides and periodic trash removal. The Local Agency shall provide all personnel, equipment and other services necessary to satisfactorily perform maintenance as reasonably required by this agreement, at no cost to the State.

F. The Local Agency shall provide water for irrigation purposes within the Interchange for the landscaped features under this agreement, at no cost to the State.

G. The Local Agency shall provide standard maintenance, including, but not limited to repairs, replacement, painting and graffiti removal, if necessary, to decorative landscape walls, features and City signs, at no cost to the State.

H. The Local Agency shall, at its own expense, provide sidewalk/bike path sweeping as needed. The State shall have no responsibilities for any sweeping or snow removal for sidewalks/bike paths. The Local Agency shall, at its own expense, repair any damage to sidewalks/bike paths, adjacent structures such as retaining walls or landscaped features resulting from its maintenance activities, including damage resulting from broken or damaged irrigation systems. Repairs shall be accomplished as soon as practicable following the damage.

I. The State shall notify the Local Agency in writing of any failure to perform maintenance that is alleged to constitute a dangerous condition. Upon receipt of written notice of any asserted dangerous condition, the City may take action as soon as possible, but no later than 30 working days after such notice, to correct the condition or it may notify the State no later than 30 working days after its such notice, that it declines to take action. A declination to act must include a written statement why the City believes that the condition does not constitute a dangerous condition warranting repair. In the event the Local Agency, for any reason, does not correct the alleged dangerous condition or does not demonstrate that action satisfactory to cure such default has been commenced and will be completed in a timely manner or does not otherwise

demonstrate that no dangerous condition exists, the State reserves the right to reasonably correct the condition, to the point that the dangerous or hazardous condition is eliminated and to bill the Local Agency for such work.

J. The Local Agency shall be permitted to enter upon the Interchange for the purpose of performing maintenance. The Local Agency shall use reasonable efforts to restrict access to the Interchange to only those persons and equipment necessary to perform the work described in this agreement.

K. The Local Agency and its agents, employees and assigns shall not use the mainline roadway of US Highway 50 as a means of ingress or egress to and from the Interchange with respect to any landscape maintenance task to be performed by the Local Agency pursuant to the terms of this agreement. In lieu thereof, the Local Agency, its agents, employees and assigns shall access the US Highway 50 ROW from the Interchange Ramps.

L. The Local Agency acknowledges and agrees that the State may, in the future, expand the US Highway 50 corridor and in the event of such expansion, the landscaped features and other improvements being maintained by the Local Agency may be modified by the State, at the State's sole expense. In the event of such modification, addition to or demolition of the US Highway 50 corridor by the State, the State shall provide to the Local Agencies, at least 180 days prior to the commencement of any such activities, written notice which shall include specific descriptions of the impact of such activities upon the landscaped features. The State and Local Agency agree to fully cooperate with one another and to take all steps reasonably necessary to coordinate the activities to be performed by the State so as to minimize the impact upon and damage to the landscaped features and other improvements installed in the Interchange and to maximize the salvage and preservation of the landscaping and other improvements to the Interchange during such work to be performed by the State. At the Local Agency's option, the Local Agencies may remove any materials, artwork or growing stock located in such landscaped areas, provided that such removal occurs during the 180-day notice period.

M. As part of any future State work that impacts the Interchange landscaping, the State shall protect all Landscape beyond the work limits and shall restore all disturbed landscape between the work limits and the new edge of pavement to its condition immediately proceeding the State's work. The State shall also replace in kind, any landscaping damaged beyond the work limits. If the State does not restore or replace in kind all disturbed landscaping within 30 days of the completion of the State's work, or other mutually accepted date, the Local Agency reserves the right to restore the landscaping and to bill the State for such work.

### **Section 11. Record Keeping**

A. The parties shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this Intergovernmental Agreement. The parties shall maintain such records for a period of six (6) years after the date of termination of this Intergovernmental Agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The parties shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of either party and FHWA to inspect the project and to

inspect, review and audit the project records.

## **Section 12. Termination Provisions**

This Intergovernmental Agreement may be terminated as follows:

A. Termination for Convenience. The State may terminate this Intergovernmental Agreement at any time the State determines that the purposes of the distribution of moneys under the Intergovernmental Agreement would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this Intergovernmental Agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this Intergovernmental Agreement, the State shall thereupon have the right to terminate this Intergovernmental Agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this Intergovernmental Agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this Intergovernmental Agreement.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Intergovernmental Agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Intergovernmental Agreement had been terminated for convenience, as described herein.

## **Section 13. Legal Authority**

A. The Local Agency warrants that it possesses the legal authority to enter into this Intergovernmental Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Intergovernmental Agreement and to bind the Local Agency to its terms. The person(s) executing this Intergovernmental Agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this Intergovernmental Agreement.

#### **Section 14. Representatives and Notice**

A. The State will provide liaison with the Local Agency through the State's Region Director, Region 3, 222 6<sup>th</sup> Street, Room 317, Grand Junction, Colorado 81501, (970) 248-7225. Said Region Director will also be responsible for coordinating the State's activities under this Intergovernmental Agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 3 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:  
Ed Fink  
Region Transportation Director  
CDOT Region 3  
222 South 6<sup>th</sup> Street  
Grand Junction, CO 81501  
(970) 248-7225

If to the Local Agency:  
City of Grand Junction  
Jim Shanks  
Project Manager  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(970) 244-1543

#### **Section 15. Successors**

A. Except as herein otherwise provided, this Intergovernmental Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

#### **Section 16. Third Party Beneficiaries**

A. It is expressly understood and agreed that the enforcement of the terms and conditions of this Intergovernmental Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this Intergovernmental Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this Intergovernmental Agreement shall be deemed an incidental beneficiary only.

#### **Section 17. Governmental Immunity**

A. Notwithstanding any other provision of this Intergovernmental Agreement to the contrary, no term or condition of this Intergovernmental Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions



of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

### **Section 18. Severability**

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

### **Section 19. Waiver**

A. The waiver of any breach of a term, provision, or requirement of this Intergovernmental Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

### **Section 20. Entire Understanding**

A. This Intergovernmental Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

### **Section 21. Survival of Intergovernmental Agreement Terms**

A. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Intergovernmental Agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the Intergovernmental Agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

### **Section 22. Modification and Amendment**

A. This Intergovernmental Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Intergovernmental Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Intergovernmental Agreement shall be effective unless agreed to in writing by both parties in an amendment to this Intergovernmental Agreement that is properly executed and approved in accordance with applicable law.

### **Section 23. Funding Letters**

A. The State may allocate more or less funds available on this Intergovernmental Agreement using a Funding Letter substantially equivalent to Exhibit C and bearing the approval of the State Controller or his designee. The funding letter shall not be deemed valid until it shall have been approved by the State Controller or his designee.

#### **Section 24. Disputes**

A. Except as otherwise provided in this Intergovernmental Agreement, any dispute concerning a question of fact arising under this Intergovernmental Agreement which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the Intergovernmental Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Intergovernmental Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENTAL AGREEMENT**

**CONTRACTOR:**

**STATE OF COLORADO:**

**BILL OWENS**

**GOVERNOR**

**CITY OF GRAND JUNCTION, COLORADO**

Legal Name of Contracting Entity

By \_\_\_\_\_

For Executive Director

Department of Transportation

**846000592**

Social Security Number or FEIN

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Print Name & Title of Authorized Officer

**CORPORATIONS:**

(A corporate seal or attestation is required.)

**Attest (Seal) By** \_\_\_\_\_

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

**Effective: April 1, 2004**

## **Exhibit A**

### **Riverside Parkway and US 50 Interchange IGA Scope of Services**

**Scope of Work:** The work shall consist of design and construction by the City of Grand Junction and design and construction review services by CDOT for the Riverside Parkway/US 50 Interchange, in Grand Junction, Colorado.

#### **DESIGN**

##### **The City of Grand Junction shall:**

- 1) Develop and provide for CDOT review, plans and specifications for work within and on CDOT right-of-way utilizing current applicable State and Federal design guidelines and manuals, including CDOT's 2005 Standard Specifications for Road and Bridge Construction.
- 2) Coordinate and conduct meetings with CDOT for review of construction plans and specifications.
- 3) Coordinate with all affected utility owners and railroads to identify existing facilities, determine where conflicts exist, and negotiate relocation requirements.
- 4) Provide a Professional Engineer (PE) registered in Colorado who will be in responsible charge of the work and stamp the project construction plans.
- 5) Advertise project to perspective bidders and award contract.

##### **CDOT shall:**

- 1) Attend and participate in scheduled design meetings as reasonably required by CDOT or the City on an as-needed basis.
- 2) Review submittals, plans and specifications for work within CDOT right-of-way and participate in design and construction coordination with the City. CDOT review may include but not be limited to: roadway geometry within CDOT right of way, traffic signal equipment to be installed on CDOT facilities (controllers, mast arms, signs, etc.) and structural design and detail elements of bridges. CDOT may require as part of its review any and all Federal or CDOT bridge specifications and/or construction inspection and testing procedures.
- 3) Review submittals, plans and specifications within a maximum 10 days from receipt.
- 4) Upon CDOT's approval of the plans, specifications and required project documentation for work within CDOT's right of way, CDOT will issue a Notice to Proceed for Advertisement.

## **CONSTRUCTION**

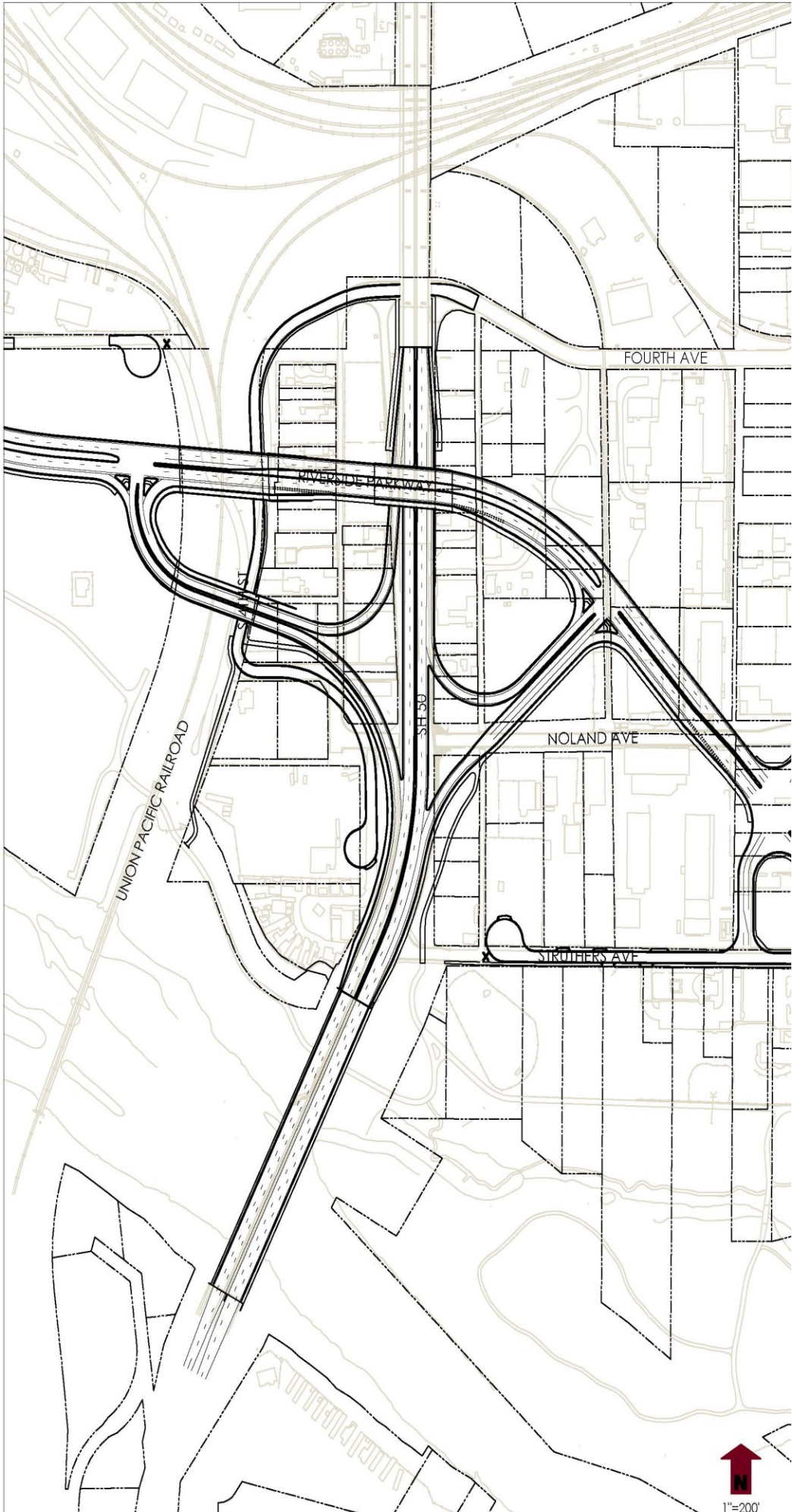
### **The City of Grand Junction shall:**

- Issue Notice to Proceed to the contractor.
- Conduct Preconstruction Conference and invite CDOT to the conference.
- Provide a Professional Engineer registered in Colorado who will be in responsible charge of the construction supervision.
- The City shall make provisions to allow CDOT full and unimpeded access and cooperation to inspect any and all elements of work within CDOT right-of-way.
- Complete all Quality Control and Quality Assurance testing for all Materials incorporated into all work elements constructed within CDOT right-of-way.
- Complete all Owner Verification Tests for all Materials incorporated into all work elements constructed within CDOT right-of-way.
- Complete all Independent Assurance Tests for all materials testing processes of Materials tested for work elements completed within CDOT right-of-way.
- Complete additional Materials tests on work elements constructed within CDOT right-of-way as requested by CDOT.
- Complete and document all inspections/audits of construction within CDOT right-of-way.
- Provide CDOT 'Final As-Built' plans for all work elements constructed within CDOT right-of-way stamped by a Licensed Professional Engineer registered in the State of Colorado.
- Verify and certify all Construction elements and materials are completed in compliance with Plans and Standards by requiring the "Designer of Record" to perform on-site field inspections of work designed under their supervision and Professional Engineer License.
- Provide documentation of Materials Testing Results to CDOT weekly for all work elements completed within CDOT right-of-way.
- Provide for review to CDOT all remedial or corrective actions taken in response to all Non Compliance elements of work completed within CDOT right-of-way.
- Ensure and Verify all work and field conditions within CDOT right-of-way are designed, constructed and maintained in accordance with required Environmental Compliance Regulations and Best Management Practices.

### **CDOT shall:**

- Attend and participate in construction coordination meetings as needed/requested.
- Review all submittals for CDOT specified Traffic Signal Equipment.
- Review all submittals for CDOT specified Bridge Structural requirements.
- Perform project construction site inspections to monitor work and compliance.
- Perform inspections of documents prepared by the City to verify compliance.
- Perform inspections and review documents for bridge girder erection to help the City enforce the Contractor's compliance with requirements of the specifications, particularly Section 509 and Section 618 of the 2005 CDOT Standard Specifications for Road and Bridge Construction.
- Review working day / hour restrictions on our CDOT systems.
- Review lane closure restrictions on CDOT systems or minimal level of service to be maintained at all times during the work.
- Pay its cost(s) in an amount estimated to be \$161,663.04. The City shall not be liable for any amount in excess of the estimate nor shall it claim right to payment for any cost(s) that are saved or avoided.

FOR BOTH THE DESIGN AND COSTRUCTION ELEMENTS OF THE WORK CDOT AND THE CITY SHALL ESTABLISH, AND FOR THE TERM OF THE PROJECT SHALL OPERATE, A SINGLE POINT OF CONTACT ACCESSIBLE VIA TELEPHONE AND/OR EMAIL DURING WORKING HOURS OF THE PROJECT.



**Exhibit B**

**LOCAL AGENCY  
ORDINANCE  
or  
RESOLUTION**

**Exhibit C**

COLORADO DEPARTMENT OF TRANSPORTATION

**CONTRACT****AUTHORITY:****FUNDING INCREASE/DECREASE AND APPROVAL LETTER** Region:

State Controller Policy letter on June 12, 1996

Complete section 1 and submit to CDOT Controller's office.

CDOT Controller letter on May 23, 1996

(1) This form to be used for the following contracts/situations only (check the appropriate situation):

 indefinite quantity, order more/add more  utility/railroad, underestimated total cost CDOT construction, sum of CMO's  LA construction, underestimated cost CDOT construction, underestimated total cost  CDOT consultant, underestimated cost**SECTION 1 (Region use)**

Date: (2)

Project code (3)

To: CDOT Controller (FAX #(303) 757-9573 or e-mail CONTROLLER)

Project # (4)

From:  
Region # (5)

Office: (5)

Phone # (5)

FAX # (5)

CDOT has executed a contract with: (6)

Address: (6)

FEIN # (6)

Contract routing # (7)

COFRS encumbrance # (indicate PO, SC or PG #)  
(8)

Fund (9)	Orgn. (9)	Appro. (9)	Prgrm. (9)	Func. (9)	Object/Sub-obj N/P (9)	GBL (9)	Reporting Catg. (9)	Proj/Sub/Phase (9)
-------------	--------------	---------------	---------------	--------------	---------------------------	------------	------------------------	-----------------------

Original contract amount  
\$ (10)Has a Budget Request been processed to cover the contract amount increase?  
 yes  no (14)Previous Funding Letter(s) total  
\$ (11)  
(Funding letter #1 thru #\_\_\_)

Preparer's name (15)

PHONE NO:

This Funding Letter total  
\$ (12)  
(#\_\_\_)Contract Administrator's/Business Manager's Approval  
(16)

PHONE NO:

Adjusted contract amount  
\$ (13)CDOT Designee Approval  
(17)Local Agency approval  
(18)**SECTION 2 (Controller's Office use) (19)**Total allotment amount  
\$ (19)Commission budget  
\$ (19)If construction:  
 CE pool elig. (19)CE charges  
\$ (19)Indirect chgs  
\$ (19)Adjusted contract amount plus total CE & indirect  
charges calculation \$ (19)

I have reviewed the financial status of the project, organization, grant and have determined that sufficient funds are available to cover this increase, effective as of \_\_\_\_\_ (19)

State Controller or Delegee  
(20)Date  
(20)



## Exhibit D CDOT Policy Directive #1601.0

This Exhibit D is a summary of the provisions of CDOT Policy Directive #1601.0

### 1. Flexibility in 1601 Approval Process

All new interchanges on interstate and freeways must go through the 1601 approval process. Other interchanges, interchange modifications and intersection upgrades to interchanges go through the 1601 process at the discretion of the CDOT Chief Engineer based on adopted criteria.

### 2. Cost Sharing

Unless the Transportation Commission decides otherwise, the applicant:

- Bears all costs of design and construction of new facilities and ancillary improvements, such as noise walls and bike paths.
- Bears all costs of operating, maintaining and reconstructing non state highway system facilities and ancillary improvements
- CDOT is responsible for costs of operating, maintaining and reconstructing facilities on the state highway

### 3. Ownership and Maintenance

Applicant owns facilities and structures unless on the state highway system. CDOT owns all structures on the state highway system

### 4. Connection to Local Network

Interchange connections must be to “regional significant roadways”, which are defined differently on whether they are rural or urban. Access to local land uses must be from the local road network to the extent feasible and reasonable.

### 5. Sequence and Timing

Transportation Commission approval of interchange access occurs prior to inclusion of new interchanges in the regional transportation plan. The current project level analysis/approval step is combined with the NEPA/environmental analysis and approved by the Chief Engineer, and FHWA, as appropriate.

### 6. Revisions to Study Requirements

The System Level Feasibility Study, Project Level Feasibility Study, and NEPA requirements have been revised to:

- Ensure sufficient information for the Transportation Commission to make an informed decision, without unnecessary expenditure of funds by the applicant.
- Coordinate project design, access code and NEPA analysis to minimize regulatory and procedural duplication.
- Provide flexibility to ensure a level of analysis appropriate to the proposed interchange or interchange modification.

## **EXHIBIT E**

### **Riverside Parkway/US 50 Interchange Maintenance Responsibilities**

City of Grand Junction

#### **Hardscape Maintenance**

- Lighting
- Signs
- Signals
- Striping
- Roadway surface
- Patching and paving
- Snow and ice removal
  - Sanding
- Sweeping
- Guardrail/Bridgerail

#### **Landscape Maintenance**

- Irrigation system (including damage to structural or hardscape elements resulting from broken or damaged Irrigation systems)
- Cost for water usage
- Replacement of dead or diseased sod, or other plants
- Mowing of both native and irrigated grasses
- Pruning
- Spraying of insecticides and fungicides
- Trash removal
- Landscape Retaining walls
  - Repairs, replacement, painting and graffiti removal
- Sidewalks/bike paths
  - Sweeping
  - Snow and ice removal
  - Repair and replacement
- Return to native grasses if Local fails to maintain

Colorado Department of Transportation

**Hardscape Maintenance**

Bridge structure and deck

Maintenance

Repair

Replacement

Bridge inspection (coordinate with CDOT Staff Bridge Dept.)

**Landscape Maintenance**

None

**Attach 14**

**Purchase of Property at 2499 Highway 6&50 for the Riverside Parkway Project  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Purchase of Property at 2499 Highway 6 & 50 for the Riverside Parkway Project					
<b>Meeting Date</b>	October 5, 2005					
<b>Date Prepared</b>	September 29, 2005				<b>File #</b>	
<b>Author</b>	Trent Prall			Riverside Pkwy Project Manager		
<b>Presenter Name</b>	Mark Relph			Public Works and Utilities Director		
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b> X <b>Individual Consideration</b>

**Summary:** The City has entered into a contract to purchase a portion of the property at 2499 Highway 6 & 50 from Velva V. Carnes. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

**Budget:** Sufficient funds exist in the 2005 Riverside Parkway budget to complete the City's due diligence investigations and purchase of this property:

<b>2005 Right-of-Way Budget (Will be revised to \$17,140,789 as part of 05 Budget Revisions)</b>	<b>\$10,000,000</b>
2005 Right-of-Way Related Expenses to Date:*	\$9,492,942
<b>Costs Related to this Property Purchase:</b>	
Purchase Price	\$275,000
Closing Costs	\$500
Environmental Inspections	\$0
Asbestos Removal	\$0
Demolition and Misc environmental cleanup	\$2,000
<b>Total Costs Related to This Request</b>	<b>\$277,500</b>
<b>2005 Remaining Right-of-Way Funds</b>	<b>\$229,558</b>
<b>Total Project Budget</b>	<b>\$96,022,096</b>
Estimated Project Costs:	
<b>Right-of-Way &amp; Land Purchases / relocation expenses</b>	<b>\$19,554,715</b>
General Fund property purchases	\$886,044
Prelim. Engineering / 1601 Process	\$5,486,000
Final Design	\$2,994,000
Construction oversight	\$4,200,000
City Admin Expenses / attorney's fees / stipends	\$3,115,000
Utility relocations / Street Lights	\$2,300,000
Undergrounding	\$2,232,000
Construction	\$55,254,337
Total Estimated Project Costs	\$96,022,096

**Action Requested/Recommendation:** Adopt a Resolution authorizing the purchase of property at 2499 Highway 6 & 50 from Velva V. Carnes.

**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.

The property is located on the southwest corner of 25 Road and Highway 6 and 50. The project requires the 8,126 square feet along the west side from the 2.564 acre, C-2 zoned, property.

The right of way is necessary to construct a CDOT required, connecting frontage road between the existing Highway 6 & 50 frontage road and West Independent Avenue.

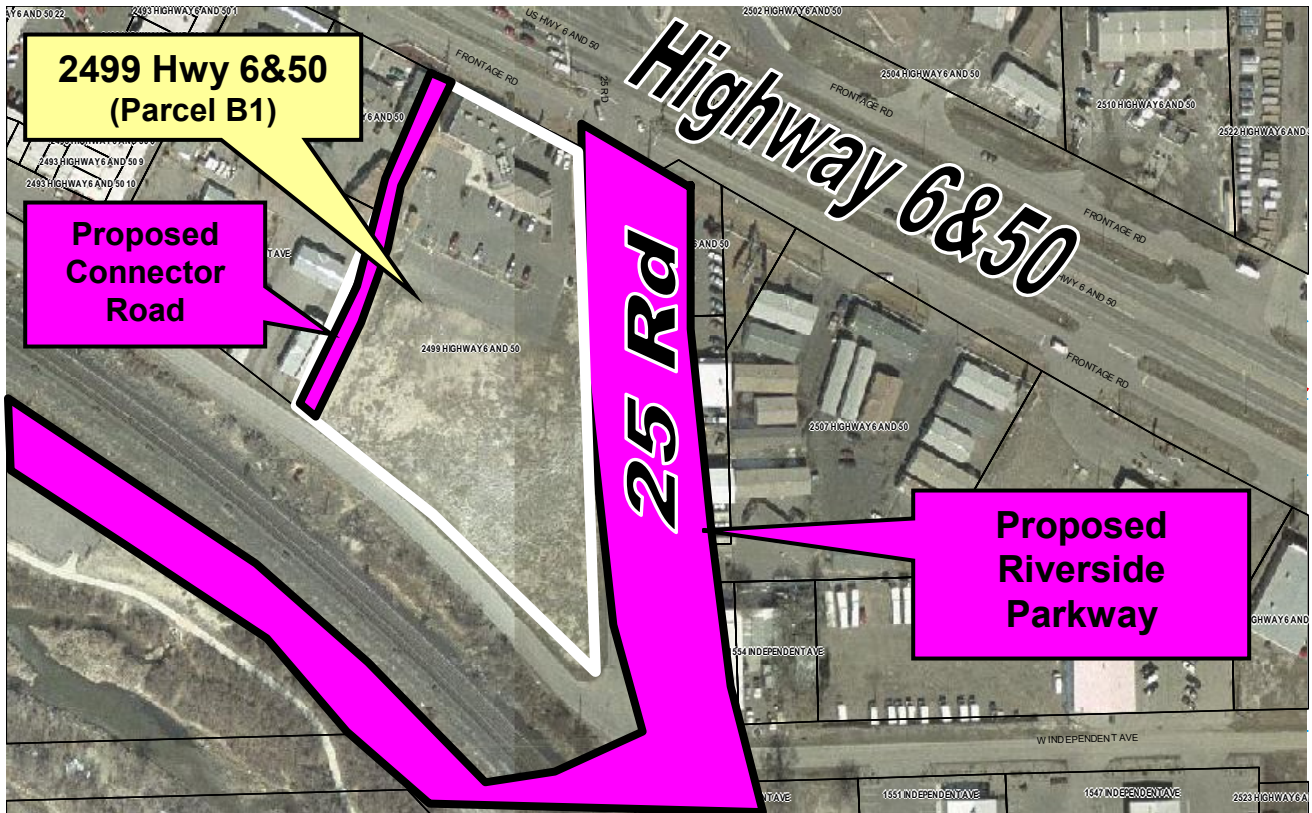
A Phase I Environmental Audit has been completed for the purchase. No special remediation requirements are anticipated.

As standard practice the City of Grand Junction completes an appraisal of the real estate to be acquired prior to acquisition. The City's appraisal valued the property and improvements at

\$115,000 and proximity damages at \$160,000 for a total of \$275,000. The property owner is encouraged, but not required, to also obtain an appraisal. The owner elected not to get an appraisal.

Closing is set for to occur on or before October 15, 2005. Staff recommends this purchase as it is necessary for the construction of the proposed Riverside Parkway.

### VICINITY MAP



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

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY  
AT 2499 HIGHWAY 6 & 50 FROM VELVA V. CARNES

Recitals.

A. The City of Grand Junction has entered into a contract with Velva V. Carnes, for the purchase by the City of certain real property located within the proposed alignment of the Riverside Parkway.

<b>Project Number</b>	<b>Schedule #</b>	<b>Address</b>	<b>Zoned</b>	<b>Current Use</b>	<b>ROW Req'd (Sq ft)</b>
B-1	2945-094-00-062	2499 Highway 6 & 50	C-2	C-2	8,126

B. The purchase contract provides that on or before October 5, 2005, the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of the 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 portions of the property at 2499 Highway 6 & 50.

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 \$275,000. 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. The sum of \$275,000 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 \_\_\_\_\_, 2005.

Attest:

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

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



**Attach 15**

**Purchase of Property at 620 Noland Avenue for the Riverside Parkway Project  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Purchase of Property at 620 Noland Avenue for the Riverside Parkway Project					
<b>Meeting Date</b>	October 5, 2005					
<b>Date Prepared</b>	September 29, 2005				<b>File #</b>	
<b>Author</b>	Trent Prall Jim Shanks		Riverside Pkwy Project Manager Riverside Pkwy Program Manager			
<b>Presenter Name</b>	Mark Relph		Public Works and Utilities Director			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** The City has entered into a contract to purchase right-of-way at 620 Noland Avenue from 3P Development Company. The City's obligation to purchase this right-of-way is contingent upon Council's ratification of the purchase contract.

**Budget:** Sufficient funds exist in the 2005 Riverside Parkway budget to complete the City's due diligence investigations and purchase of this right-of-way:

<b>2005 Right-of-Way Budget (Will be amended to \$17,140,789 as part of '05 budget revisions)</b>	<b>\$10,000,000</b>
2005 Right-of-Way Related Expenses to Date:*	\$9,492,942
<b>Costs Related to this Right-of-Way Purchase:</b>	
Purchase Price	\$281,100
Closing Costs	\$1,500
Environmental Inspections	\$3,500
Asbestos Removal	\$10,000
Demolition and Misc environmental cleanup	\$20,000
<b>Total Costs Related to This Request</b>	<b>\$316,100</b>
<b>2005 Remaining Right-of-Way Funds</b>	<b>\$190,958</b>
<b>Total Project Budget</b>	<b>\$96,022,096</b>
Estimated Project Costs:	
<b>Right-of-Way Land Purchases and Relocations (Project inception to date: \$12,981,331)</b>	<b>\$19,554,715</b>
General Fund property purchases	\$886,044
Prelim. Engineering / 1601 Process	\$5,486,000
Final Design	\$2,994,000
Construction Oversight	\$4,200,000
Other Prelim. Engineering (Admin / Stipends / Attorneys)	\$3,115,000
Utility Relocations / Street Lights	\$2,300,000
Undergrounding	\$2,232,000
Construction	\$55,254,337
<b>Total Estimated Project Costs</b>	<b>\$96,022,096</b>

**Action Requested/Recommendation:** Adopt a Resolution authorizing the purchase of property at 620 Noland Avenue from 3P Development Company.

**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.

The subject property includes the following:

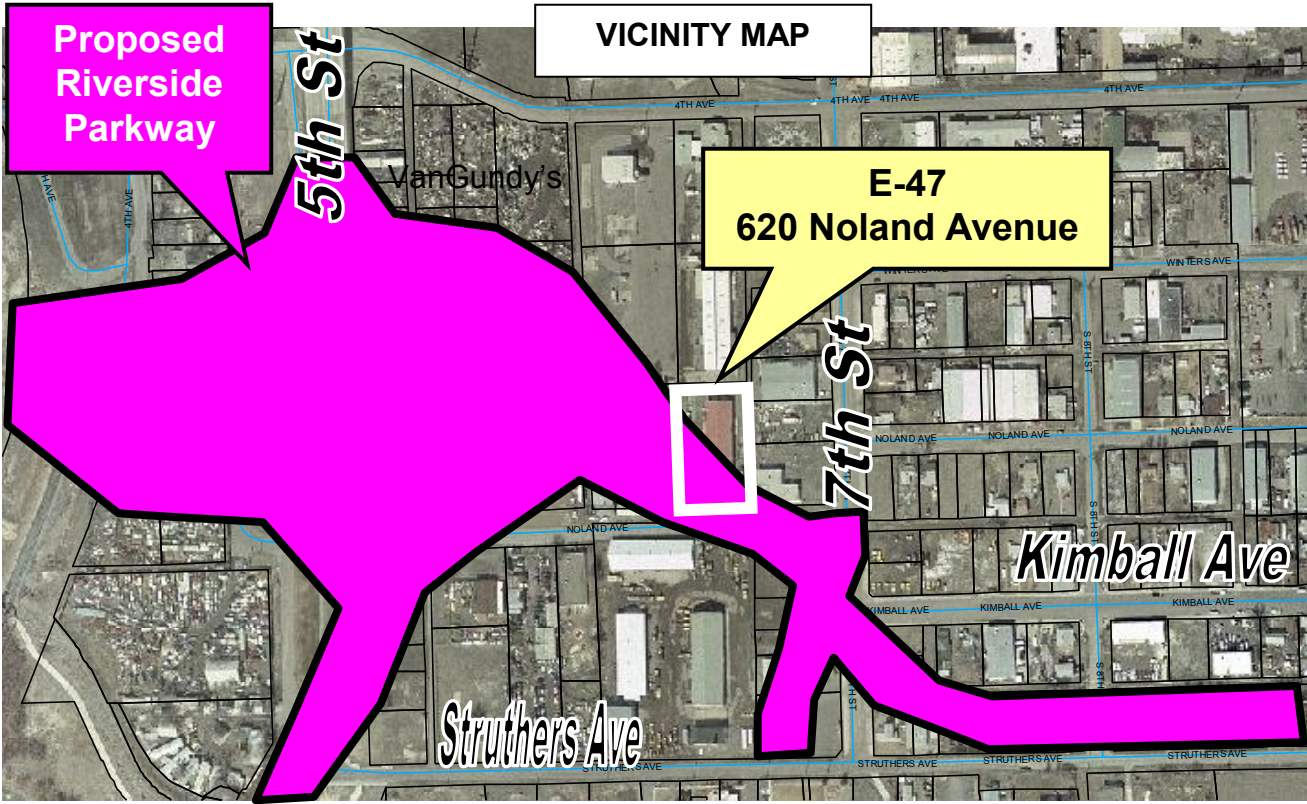
Project Parcel	Assessor Number	Address	Zoned	Current use	Lot Size	ROW Reqd (Sq Ft)	Remnant Property
E-47	2945-232-02-025	600 Noland Ave	C-2	Trucking company	31,450	12,549	18,901
		Total square footage			31,450	12,549	18,901
		Total acreage			0.72	0.29	0.43

A Phase I Environmental Audit has been completed for the purchase and a Phase II sample was analyzed just south of the subject property. 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, Inc., reviewed the independently prepared appraisals and believe that the purchase price of \$281,100 for the subject property is indicative of the fair market value. The City's appraisal estimated the property value at \$281,100 for the parcel. The owner's appraisal estimated the value of piece to be acquired at \$200,925. The owner's appraiser was given the opportunity to revisit his appraisal which he declined. Although the total value before the acquisition was the same in both appraisals, the two appraisals differed in the amount that property was damaged by the partial acquisition as well as the value allocated to the building that will be purchased and demolished. The City is bound by statute to offer at least its appraised amount.

Closing is set for to occur on or before October 31, 2005.

Staff recommends this purchase as it is necessary for the construction of the proposed Riverside Parkway.



VICINITY MAP

Proposed  
Riverside  
Parkway

E-47  
620 Noland Avenue

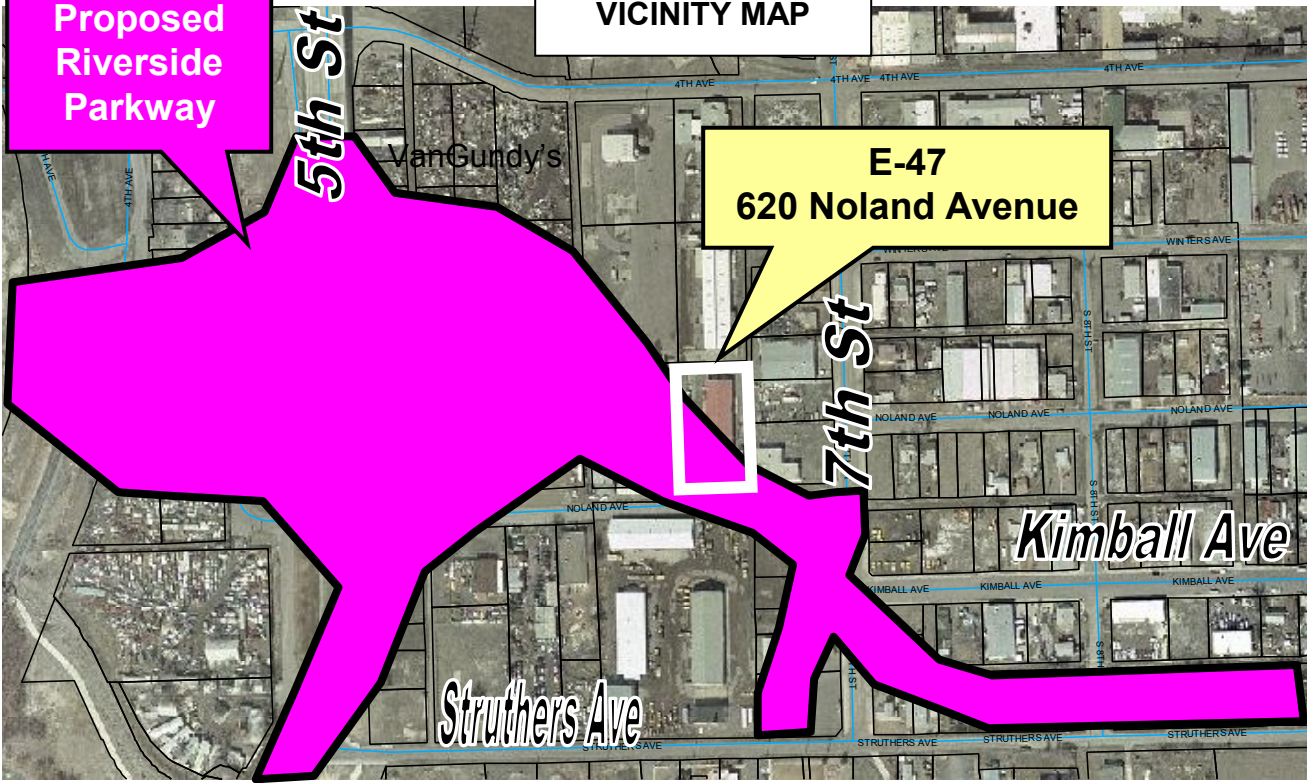
5th St

VanGundy's

7th St

Kimball Ave

Struthers Ave



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

A RESOLUTION AUTHORIZING THE PURCHASE OF RIGHT-OF-WAY  
AT 620 NOLAND AVENUE FROM 3P DEVELOPMENT COMPANY

Recitals.

A. The City of Grand Junction has entered into a contract with 3P Development Company, for the purchase by the City of certain right-of-way located within the proposed alignment of the Riverside Parkway:

Project Parcel	Assessor Number	Address	Zoned	ROW Reqd (Sq Ft)
E-47	2945-232-02-025	620 Noland Ave	C-2	12,549
Total acreage				0.29

B. The purchase contract provides that on or before October 5, 2005, the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of the right-of-way.

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 the right-of-way at 620 Noland Avenue.

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

1. The above described right-of-way shall be purchased for a price of \$281,100. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said right-of-way 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. The sum of \$281,100 is authorized to be paid at closing, in exchange for conveyance of the fee simple title to the described right-of-way.
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 right-of-way. Specifically, City staff is directed to effectuate this Resolution and the existing Memorandum of Agreement, 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 \_\_\_\_\_, 2005.

Attest:

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

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