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

WEDNESDAY, OCTOBER 19, 2005, 7:00 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation – Scott Hogue, First Baptist Church

PRESENTATION OF CERTIFICATES OF APPOINTMENTS

TO THE URBAN TRAILS COMMITTEE

PROCLAMATIONS / RECOGNITIONS

PROCLAIMING NOVEMBER 20 – 26, 2005 AS “FAMILY WEEK” IN THE CITY OF
GRAND JUNCTION

RECOGNITION OF NEIGHBORHOOD ASSOCIATION – GRAND VIEW
NEIGHBORHOOD

CITIZEN COMMENTS

***** CONSENT CALENDAR ***[®]**

1. **Minutes of Previous Meetings**

[Attach 1](#)

*Action: Approve the Summary of the September 19, 2005 Additional Workshop,
the Summary of the October 3, 2005 Workshop and the Minutes of the October 5,
2005 Regular Meeting*

*** Indicates New Item

[®] Requires Roll Call Vote

2. **Setting a Hearing on Amendments to the Municipal Code Regarding Unclaimed and Contraband Property** [Attach 2](#)

Chapter 20, Section 29 of the Grand Junction Code of Ordinances governs whether and how the police department may retain, hold or dispose of objects and articles of property that come into its custody. Subsection (3) deals with potentially harmful or contraband items. This provision is outdated, referring to items which are no longer considered contraband, dangerous or illegal, and failing to make reference to more modern contraband. The proposed amendment updates the Code.

Proposed Ordinance Amending Part of Chapter 20 of the City of Grand Junction Code of Ordinances Relating to Conversion and Disposal of Property by the Police Department

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

Staff presentation: John Shaver, City Attorney

3. **Setting a Hearing on Revising and Refining the Zoning and Development Code** [Attach 3](#)

The Zoning and Development Code ("Code") was updated in January 2002 and has been amended by various ordinances since that time. With the passing of each ordinance the Code was codified. It was determined that not all printings of the Code after codification were the same. Three (3) different versions of the Code were found to be printed and in circulation for use. Each purported to have the most recent updates. This ordinance is to revise the Code to conform to the ordinances that have passed since January 2002 with some changes for clarification.

Proposed Ordinance Revising the Zoning and Development Code for the City of Grand Junction to be Published in Pamphlet Form

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

Staff presentation: John Shaver, City Attorney

4. **Purchase of Windows for Replacement at Orchard Mesa Community Center Pool** [Attach 4](#)

Labor, materials and equipment necessary to remove existing windows and install new windows at the Orchard Mesa Community Center Pool. The first phase of the project is to replace 27 windows in 2005 and the second phase is to replace an additional 25 to 30 windows as required in 2006.

Action: Authorize the City Manager to Execute a Contract with G.R.O., Inc. Construction in Denver for the New Windows at the Orchard Mesa Community Center Pool in the Amount of \$58,550.00

Staff presentation: Ronald Watkins, Purchasing Manager
Joe Stevens, Parks and Recreation Director

5. **Purchase of Software Interface for the Police Department** [Attach 5](#)

Request is being made by the Police Department to purchase updated VisionTek software and programming for the Field Based Reporting System (FBR). VisionTek is the original equipment manufacturer and there are no regional distributors. VisionTek has been the vendor for the Mobile Data Computers (MDC) and field computing applications for the last six years. This software is an upgrade and enhancement of existing products and programs in place since 1991.

Action: Authorize the Purchasing Division to Purchase VisionTek Software and Programming for the Police Department in the Amount of \$77,600

Staff presentation: Greg Morrison, Chief of Police

6. **Purchase of Tasers for the Police Department** [Attach 6](#)

Request is being made by the Police Department to purchase an additional 42 X26 Tasers. The X26 Taser is a less lethal weapon utilized by law enforcement agencies world wide. It is only available through one Colorado authorized dealer, Davidson's Law Enforcement. This purchase of tasers will complete a program started with a Local Law Enforcement Block Grant in 2003 when the Department purchased 26 tasers for Patrol Operations.

Action: Authorize the Purchasing Division to Purchase 42 each X26 Tasers with Cartridge Holders for the Police Department in the Amount of \$37,128

Staff presentation: Greg Morrison, Chief of Police

7. **Purchase of Events Management Software System for Two Rivers Convention Center**

[Attach 7](#)

Request is being made by Two Rivers Convention Center to purchase an Events Management software program for the Convention Center and Avalon Theatre from Ungerboeck Systems International. The software will schedule facilities, book events, create room layouts and allow users to view the calendar from multiple ports.

Action: Authorize the Purchasing Division to Purchase the Ungerboeck Software Program for Two Rivers Convention Center in the Amount of \$56,996

Staff presentation: Joe Stevens, Parks and Recreation Director
Traci Altergott, TRCC Acting Manager

8. **Construction Contract for the Hallenbeck Reservoir #1 & #2 Outlet Rehabilitations**

[Attach 8](#)

The project will utilize "trenchless technology" to install cured-in-place-pipe (CIPP) to rehabilitate 228 feet of 18 inch corrugated metal pipe (Hallenbeck Reservoir #1) and 102 feet of 14 inch steel pipe (Hallenbeck Reservoir #2).

Action: Authorize the City Manager to Sign a Construction Contract for the Hallenbeck Reservoir #1 and #2 Outlet Works Rehabilitation Project with Western Slope Utilities, Inc. in the Amount of \$72,656

Staff presentation: Mark Relph, Public Works and Utilities Director

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

[Attach 9](#)

Introduction of a proposed zoning ordinance to zone the Emmanuel Baptist Church Annexation RSF-4, located at 395 31 5/8 Road.

Proposed Ordinance Zoning the Emmanuel Baptist Church Annexation to RSF-4, Located at 395 31 5/8 Road

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

Staff presentation: Senta L. Costello, Associate Planner

10. **Vacation of a Utility Easement Located at 3060 D Road in the River Run Subdivision** [File #PP-2005-073] [Attach 10](#)

The proposed River Run Subdivision contains 22 single family lots on 5.19 acres. This request is to vacate the existing 20 foot utility easement located along the westerly boundary of the parcel as it exists and replace it with a 10 foot multi-purpose easement, except along the westerly boundary of the proposed Lot 9, which will be replaced with a 15 foot multi-purpose easement.

Resolution No. 162-05 – A Resolution Vacating a Utility Easement on Lot 1, of the Junction East Subdivision, Located at 3060 D Road, in Order to Accommodate the Proposed River Run Subdivision

®Action: Adopt Resolution No. 162-05

Staff presentation: Lori V. Bowers, Senior Planner

11. **Horizon Drive Business Improvement District Operating Plan and Budget** [Attach 11](#)

Every business improvement district is required to file an operating plan and budget with the City Clerk by September 30 each year. The City Council is then required to approve the plan and budget within thirty days and no later than December 5. Horizon Drive Association Business Improvement District filed their 2006 Operating Plan and Budget. It has been reviewed by Staff and found to be reasonable.

Action: Approve Horizon Drive Association Business Improvement District's 2006 Operating Plan and Budget

Staff presentation: Ron Lappi, Administrative Services and Finance Director

12. **2006 Auto Theft Prevention Program Grant Application** [Attach 12](#)

In 2003, the General Assembly created the Automobile Theft Prevention Authority consisting of representatives of law enforcement, the insurance industry, prosecutors, business leaders, elected officials and others who have an interest in reducing motor vehicle thefts in Colorado. The Prevention Authority was given the power to make grants available for the purpose of reducing motor vehicle thefts. Grant resources come from a trust fund established by the legislature. Voluntary contributions constitute the resources of that fund. No tax dollars are involved in the grants program. Applications are now being accepted from agencies in order

to combat auto thefts through a variety of programs: Public Awareness/Education, Enforcement, Training, Prosecutorial Support, First-Time Offenders and Emergency Assistance.

Action: Authorize the Police Department to Apply for Funds Provided Through the 2006 Colorado Automobile Theft Prevention Authority Grant Process

Staff presentation: Greg Morrison, Chief of Police

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

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

***** 13. Sublet of Space Leased by KRMJ [Attach 20](#)**

KVNF-FM of Paonia would like to relocate their FM translator to the antenna and building on the Grand Mesa currently being used by KRMJ. This relocation is being requested in order to improve their coverage of the Grand Valley. City Council authorization is required under the lease that KRMJ has with the City of Grand Junction as their equipment is located on City property.

Action: Authorization to Allow Rocky Mountain PBS to Sub-let Space in the KRMJ Transmitter Building and Tower on the Grand Mesa to KVNF-FM of Paonia, Colorado

Staff presentation: David Varley, Assistant City Manager

14. Public Hearing – Amending the Smoking Ordinance [Attach 13](#)

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.

Ordinance No. 3829 – An Ordinance Amending Chapter 16, Article VI, Section 16-127, of the Code of Ordinances (Smoking)

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3829

Staff presentation: John Shaver, City Attorney

15. **Public Hearing – Ace Hardware Annexation and Zoning, Located at 2140 Broadway** [File # ANX-2005-177] [Attach 14](#)

Acceptance of a petition to annex and consider the annexation and zoning for the Ace Hardware Annexation. The Ace Hardware Annexation is located at 2140 Broadway, is a 3 part serial annexation and consists of 1 parcel on 2.3 acres. The zoning being requested is B-1.

a. Accepting Petition

Resolution No. 163-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Ace Hardware Annexations #1, #2, and #3, Located at 2140 Broadway and Including a Portion of the Highway 340 Right-of-Way is Eligible for Annexation

b. Annexation Ordinances

Ordinance No. 3830 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ace Hardware Annexation #1, Approximately 0.03 Acres, Located Within the Highway 340 Right-of-Way

Ordinance No. 3831 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ace Hardware Annexation #2, Approximately 0.03 Acres, Located Within the Highway 340 Right-of-Way

Ordinance No. 3832 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ace Hardware Annexation #3, Approximately 2.24 Acres, Located at 2140 Broadway and Including a Portion of the Highway 340 Right-of-Way

c. Zoning Ordinance

Ordinance No. 3833 – An Ordinance Zoning the Ace Hardware Annexation to B-1, Located at 2140 Broadway

®Action: Adopt Resolution No. 163-05 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinances No. 3830, 3831, 3832, and 3833

Staff presentation: Senta L. Costello, Associate Planner

16. **Public Hearing – Abeyta-Weaver Annexation, Located at 3037 D ½ Road and 432 30 ¼ Road** [File # GPA-2005-188] [Attach 15](#)

Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Abeyta-Weaver Annexation, located at 3037 D ½ Road and 432 30 ¼ Road. The 12.82 acre Abeyta-Weaver Annexation consists of 2 parcels.

a. Accepting Petition

Resolution No. 164-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Abeyta-Weaver Annexations #1 and #2, Located at 3037 D ½ Road and 432 30 ¼ Road is Eligible for Annexation

b. Annexation Ordinances

Ordinance No. 3834 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Abeyta-Weaver Annexation #1, Approximately 0.07 Acres, Located at 3037 D ½ Road

Ordinance No. 3835 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Abeyta-Weaver Annexation #2, Approximately 12.75 Acres, Located at 3037 D ½ Road and 432 30 ¼ Road

®Action: Adopt Resolution No. 164-05 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinances No. 3834 and 3835

Staff presentation: Senta L. Costello, Associate Planner

17. **Disposal of City Owned Real Estate** [Attach 16](#)

This action will permit the City to dispose of three pieces of excess City property as previously discussed at City Council workshops.

Action: Authorize the City Manager to Execute Three Special Warranty Deeds for the Identified Properties

Staff presentation: Mark Relph, Public Works and Utilities Director

18. **Public Hearing – Assessments for Alley Improvement Districts 2005**

[Attach 17](#)

Improvements to the following alleys have been completed as petitioned by a majority of the property owners to be assessed:

- East/West Alley from 1st to 2nd, between Ouray Avenue and Chipeta Avenue
- East/West Alley from 9th to 10th, between Rood Avenue and White Avenue
- East/West Alley from 9th to 10th, between Ouray Avenue and Chipeta Avenue
- East/West Alley from 11th to 12th, between Teller Avenue and Belford Avenue
- North/South Alley from 18th to 19th, between Ouray Avenue and Chipeta Avenue
- North/South Alley from 18th to 19th, between Chipeta Avenue and Gunnison Avenue
- North/South Alley from 23rd to 24th, between Ouray Avenue and Gunnison Avenue
- The South ½ off the North/South Alley, 6th Street to 7th Street, between Grand Avenue and Ouray Avenue (Alley Improvement District ST-05, Phase B)

Ordinance No. 3836 – An Ordinance Approving the Assessable Cost of the Improvements Made in and for Alley Improvement Districts No. ST-05 and ST-05 Phase B in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11th Day of June, 1910, as Amended; Approving the Apportionment of Said Cost to Each Lot or Tract of Land or Other Real Estate in Said Districts; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate in Said Districts; Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3836

Staff presentation: Mark Relph, Public Works and Utilities Director

19. **Public Hearing – Intent to Create 26 Road and F ½ Road Sanitary Sewer Improvement District No. SS-47-05 and Award Construction Contract**

[Attach 18](#)

A majority of the owners of real estate located in the area of 26 Road and F 1/2 Road have submitted a petition requesting an improvement district be created to provide sanitary sewer service to their respective properties. This is the final step in the formal process required to create the proposed Improvement District. Bids were received for the construction bid contract on August 2, 2005. M.A. Concrete Construction submitted the low bid.

Resolution No. 165-05 – A Resolution Creating and Establishing Sanitary Sewer Improvement District No. SS-47-05, within the Corporate Limits of the City of Grand Junction, Colorado, Authorizing the Installation of Sanitary Sewer Facilities and Adopting Details, Plans and Specifications for the Same

®Action: Hold a Public Hearing to Consider Adopting Resolution No. 165-05 and Authorize the City Manager to Enter Into a Construction Contract with M.A. Concrete Construction in the Amount of \$102,800

Staff presentation: Mark Relph, Public Works and Utilities Director

20. **Downtown Parking Structure Preconstruction and Management Services Contract**

[Attach 19](#)

A request for qualifications process was used to select Shaw Construction of Grand Junction as the Construction Manager/General Contractor for the Downtown Parking Structure. Three proposals were submitted and all three firms were interviewed. Shaw Construction was selected over Kiewit Construction Company of Englewood and Roche Constructors, Inc. of Greeley. This Contract is only for Pre-Construction and Management Services. A second contract will be developed and presented once design is complete and a guaranteed maximum price is established.

Action: Authorize the City Manager to Execute a Part I Preconstruction and Management Services Contract for the Downtown Parking Structure with Shaw Construction in the Amount of \$41,482

Staff presentation: Mark Relph, Public Works and Utilities Director

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

Attach 1

Minutes from Previous Meetings

GRAND JUNCTION CITY COUNCIL

ADDITIONAL WORKSHOP SUMMARY

September 19, 2005

The City Council of the City of Grand Junction, Colorado met on Monday, September 19, 2005 at 11:40 a.m. at Two Rivers Convention Center, 159 Main Street, to discuss workshop items. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Jim Doody, Gregg Palmer, Jim Spehar, Doug Thomason and President of the Council Bruce Hill. City Staff present were City Manager Kelly Arnold, City Attorney John Shaver, Assistant to the City Manager Sheryl Trent, Community Development Director Bob Blanchard, Management Intern Mario Ramos, Communications and Community Relations Coordinator Sam Rainguet and City Clerk Stephanie Tuin. Also present were GJEP Director Ann Driggers, GJEP Chair Bob Reece, GJEP Board Member Chris Launer and WCBDC Director Thea Chase. Chamber of Commerce Director Diane Schwenke came later in the meeting at 1:30 p.m.

Summary and action on the following topics:

1. **ECONOMIC DEVELOPMENT ISSUES:** Regarding economic development strategies and priorities with recommended funding for Fiscal Year 2006, Assistant to the City Manager Sheryl Trent reviewed discussion topics: a recap of recent events, recent activities, the status of the current year Economic Development Fund, staff's recommendation for next year's plan for economic development and a direction for 2006 spending.

Ms. Trent noted that in 2005, the current fund balance is \$316,278. The proposed amount budgeted for 2006 is \$450,000. Her recommendation for appropriation of that amount was directed to six areas:

- \$250,000 for the infill/redevelopment program - possible programs coming forward include workforce housing in the downtown and a North Avenue upgrade.
- \$40,000 for the Business Incubator Center (BIC) to expand marketing tools and business assistance programs; a contract of specific performance would be required. This is \$8,000 more than the City Council normally contributes.
- \$40,000 for the Grand Junction Economic Partnership (GJEP), also requiring a contract of specific performance. These monies would be used for new business attraction and marketing.

- \$15,000 for the continuation of the Listening to Business survey process; this is the same level of participation approved in 2005.
- \$5,000 for continuation of the Consumer Price Index (CPI) data compilation by Mesa State College.
- \$37,500 to continue funding the Assistant to the City Manager position.
- \$62,050 to GJEP to be a pool from which GJEP can draw from at their discretion for new business incentive/attraction instead of approaching City Council each time. The terms and conditions on the use of the money will still need to meet the criteria.

Several items were not included in the Staff recommendation. These included: Mesa State College which has two projects with which they would like City assistance related to the construction of a new dormitory: reimbursement of sewer tap fees and a combined stormwater and sewer improvement; jet service; existing business expansion and/or retention and the business needs identified in the Listening to Business report; an incentive pool for existing businesses; an economic development study for long range strategy; and a joint website to offer information on land, buildings, and zoning issues for potential needs as there is no current single source of that information.

The 2005 balance does not take into account the incentive for the CBI relocation of \$200,000, the planned housing at 8th and Rood or the Industrial Development, Inc. (IDI) request. If those items are funded, the 2005 balance will be \$86,278 which could be allocated toward some of the items not addressed in the Staff recommendation.

Councilmember Spehar noted that there is a request from the Downtown Business Improvement District for \$25,000 in funding that has not been addressed.

An in-depth discussion followed. Council President Hill made several points; that there should be flexible funding so that Council can react and adjust to needs that come up on short notice; that education be addressed as it is an important element; and that jet service continue to be important although no funding is being directed toward a specific need in that area. He then made the suggestion that the unanticipated severance tax revenue be used to increase the Economic Development incentive pool to \$100,000 and not limit its use to GJEP and allocate \$500,000 of the severance tax to Mesa State College. City Manager Arnold cautioned that the severance tax monies cannot be relied upon from year to year and the additional should be looked at as one-time revenue. The monies could be set aside for housing and placed in fund balance to repay fund balance transfers that were done when the economy slowed. Councilmember Spehar agreed that the funds should be directed at capital or other one-time expenditures. Council President Pro Tem Palmer stated he would rather see any funding for Mesa State College be program specific. He also questioned the funding proposed for the BIC

and GJEP as some may be for operations, which Council has typically not funded in the past.

Each Councilmember weighed in their preferences for each focus area outlined by Ms. Trent.

Action summary: The majority approved of the recommendations made by Staff except that the two GJEP items would total \$100,000.

Regarding the \$500,000 contribution to Mesa State College, an informal poll of the Council indicated four in favor and three against (Palmer, Coons and Spehar). A specific request from the College was considered essential by Councilmember Coons, as the other agencies submitted such requests. The final decision will be during budget adoption.

2. **INCENTIVE REQUEST FOR THE 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. Assistant to the City Manager Trent detailed the request. GJEP is requesting a \$200,000 incentive for CBI, a State agency, to relocate to Grand Junction from Montrose. IDI is donating the land on which CBI will build a building and make a capital investment of \$14 million. The incentive will be paid toward actual costs incurred for relocating 16 employees although there may be as many as 37 jobs at the facility eventually. CBI is not a primary employer and the incentive will not be tied to job creation or salaries as previous incentives have been. If the incentive is granted, the State Legislature will then consider the relocation. The 16 employees will have to live in Mesa County.

Action summary: Staff was directed to place the item on the September 21, 2005 agenda for consideration.

Adjourn

The meeting adjourned at 1:55 p.m.

**GRAND JUNCTION CITY COUNCIL
WORKSHOP SUMMARY
October 3, 2005**

The City Council of the City of Grand Junction, Colorado met on Monday, October 3, 2005 at 7:00 p.m. in the City Hall Auditorium to discuss workshop items. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Jim Doody, Gregg Palmer, Doug Thomason and President of the Council Bruce Hill. Councilmember Jim Spehar was absent.

Summaries and action on the following topics:

1. **AVALON THEATRE REPORT:** City Manager Kelly Arnold introduced the topic and overviewed the history. Up until three years ago, the Theatre was managed and coordinated by the Avalon Foundation. They contracted with DDA for the hands on management. City Manager Arnold said he was approached by the Avalon Board on how to keep the Theatre operational. The board asked how the City could take over the operations, and how the Avalon could get back into fundraising for capital improvements. Three years ago, the City took over on a three year trial basis to operate the Theater. Now at the end of the trial period, staff was hired to promote and coordinate the Avalon events, hired through Parks & Recreation and was folded into the Two River Convention Center operations as an adjunct facility. That position has resulted to an event coordinator for both facilities. Also, at that time, a prioritized list of needs for the building was established with safety being primary, which some of the items have already been accomplished. He said fundraising has not been as successful as anticipated so, in the meantime, Cinema at the Avalon has used the facility and that operation has grown. The agreement with Cinema at the Avalon was a two year trial period and they have been very successful but, at the same time they received a reduced rate from the City. The Cinema at the Avalon has helped with the installation of new screens. Mr. Arnold said the Cinema at the Avalon trial periods are also coming to an end and the need to move forward needs to be addressed. He said Dr. Moorman just recently done a study for Montrose for their recreation center so Mr. Arnold approached Dr. Moorman about doing a study relative to the Avalon. In conclusion, Mr. Arnold suggested that Council listen to the presentation and in a month, the matter will be brought back for additional discussion.

Dr. Jerry Moorman presented the final report on the Avalon Study for 2005. It took him eight months to complete the report. He said the goal was for the Avalon Theater to still be successful when it turns 100 years old in fifteen years. He met with the Avalon Board, the DDA Board and the Cinema at the Avalon board and said the study is part of a strategic planning process for the Avalon Theatre which includes a plan for the continued success of the Theatre including

marketing strategies and key factors for success. Dr. Moorman said other entities and patrons were solicited for input. He said that he collected financial data and found that \$550 per day was the break even point. He then looked at the competition, community demographics and compared the Theatre with other facilities. He found that the deficit of \$62,000 is very small comparatively speaking and complimented the running of the facility. He then developed a questionnaire to various groups and got a 30% response, and then the three boards were reapproached. Dr. Moorman said the result was 33% marketing strategies, 17% key factors for success and he came to twelve conclusions and recommendations. He reviewed some of his conclusions and recommendations and said the biggest challenge is that there are too many people involved. He recommended that there should be one manager so that one person knows everything that is going on. He said everyone is doing a good job, but there just isn't enough communication and recommended a coordinating committee that has representatives from each board with one outside user representative. He thought that CAI was part of the success and said they should be encouraged to stay. He felt the Avalon is one of the anchors for downtown Grand Junction and did not think the operation is failing; but is fairly successful.

Councilmember Coons asked about Dr. Moorman recommendations on marketing and infrastructure. She asked how critical are those infrastructure needs to be successful with the marketing strategies.

Dr. Moorman said some of those needs are very much needed and the City should use some funds to get matching funds from other business. He said there are a lot of new companies that are coming into Grand Junction and the City should approach them. He said there are some stage issues for certain activities that need to be address and also, the Avalon should come up with a classy sign, similar to St. Mary's electronic new sign.

Councilmember Coons questioned if Dr. Moorman feels if there will be any conflicts with the three boards for CAI if they concentrate on fewer uses.

Dr. Moorman said he did not see any real conflict with the three boards. He said the heightened awareness of the facility is due to the CAI. He felt if the City could acquire the green room across the alley and remodeled it for a smaller theatre facility. He said to break even is a great goal but keeping it at \$100,000 subsidy or less is pretty good.

Councilmember Palmer said there is a business approach to this, using public funds to support this. He said that he would like to talk about more and did not want to rush.

Dr. Moorman said he too would like to spend at least 3 to 4 more hours talking about this and said that he looked at this from a business perspective. He asked that Council to let him know when and where.

Council President Hill agreed more time is needed and questioned the concept of a stand alone department. He said it would need a specific manager but questioned could it be stand alone under the direction of Parks & Recreation.

Dr. Moorman said certainly but the staff person involved has other duties and this position would need to concentrate on more marketing.

City Manager Kelly Arnold asked Council to schedule more workshop time naming some of the key persons and groups, then suggested Council to have time at a lunch workshop for more discussion.

Action Summary: The City Council thanked Dr. Moorman and agreed with City Manager Arnold to schedule a lunch workshop for additional discussion.

Council President Hill called a recess at 8:24 p.m.

The meeting reconvened at 8:31 p.m.

2. **BOTANICAL GARDENS:** The Botanical Garden Board has requested a meeting with the City Council to review and update the City on recent events and issues of concern. City Manager Kelly Arnold introduced the presentation. He noted a copy of the Botanical Gardens outside funding grant application was also included in the packet and he recommended that Council consider that request during their budget deliberations.

Carl Vostatek, current president, introduced other members that were in attendance and gave an overview of the history of the Gardens. He described the current structures on the property. Mr. Vostatek then listed the assistance that the City has already granted the Gardens. He talked about their current revenue streams and the amount of volunteer time they utilize.

Beth Campbell, Vice President of the Board, then addressed the Council. She described their vision, their benefits to the community and their efforts for water conservation. She said they focus on many groups for education and conservation.

Katie Ames, Treasurer for the Gardens, reviewed the financial situation. She said their expenses have grown along with their facilities. Ms. Ames said initially there were no financial statements but at this time they currently generate monthly financial statements. She said they have reduced expenses including a paid executive director, which the board has been running the operations and

has been a challenge. Ms. Ames said in 2004 they reduced operating expenses to \$137,000 but they are just at break even.

Clara Ward, a staff person, talked about the daily activities at the Gardens. She mentioned all the groups that have helped them grow and said besides herself, there are very few paid part-time staff, but there are 100 volunteers.

Mr. Vostatek concluded by discussing a number of setbacks that have occurred. The first being the possible alignment of the Riverside Parkway may reduce memberships and supporters and said the final alignment was moved further north which has no affect on the property. He said two years ago the storm sewer affected the access which affected the attendance and memberships. Mr. Vostatek said they then discovered their water supply was drawing ground water which was too salty so they had to go on City water. He then said the final blow was a torn pond liner which is out of commission and will cost over \$10,000 to repair. He said they do not have the mechanism to raise the operation funds, but did say the capital fund raising is going well. Therefore, they have five requests: approve the outside agency grant request for \$50,000 to hire an executive director, water problem during high usage, unable to pay City's water bill, and the City Manger deferred payment but said Council would have to approve any waiver. Mr. Vostatek said the toilets that are being for the Riverfront Trail users, makes security a challenge. He said they have asked for another restroom to be constructed for the Riverfront Trail or for this facility access be waived for security purposes. He also asked for the application fee to be waived.

Councilmember Thomason asked if the Executive Director will be a grant writer.

Mr. Vostatek said the main focus of the Executive Director will be fund raising experience primarily.

Councilmember Coons said she is a member and has taken landscaping classes, and said it is a wonderful facility but, questioned if the waiver of the fees are for this year or will it be ongoing.

Mr. Vostatek said it could go either way.

Councilmember Palmer asked if the intent was to run the business as a non-profit.

Mr. Vostatek responded yes, as a 501 c3 non-profit. He said that he suggested a profit corporation but was voted down.

City Manager Arnold said the initial agreement was based on gross receipts, so it was contemplated that if successful, the City would share in gross receipts.

Councilmember Palmer stated that in the current circumstances, there was an operating profit last year and said they have had success in capital funding. He asked if there was a reason that they have not found any operation funds.

Mr. Vostatek said most grants are for capital improvements only and said there are very few grants that give for operational funds.

Councilmember Palmer said it doesn't appear that the community is supporting it to the level that it needs to be supported.

Councilmember Beckstein asked for clarification on the irrigation.

Ms. Ames explained how they discovered the salinity and said it can't be fixed without it costing a lot.

Mr. Vostatek said they ran a line directly to the Colorado River and worked with Public Works to try to figure out a way, but it was very costly.

Councilmember Palmer questioned how many people come through in a month

Ms. Ames said the attendance is high on free Sundays.

Ms. Ward said there are usually around 200 to 600 people on free Sunday and said at least 2000 per month during the summer months.

Councilmember Palmer questioned how much is the water bill.

Ms. Ward responded approximately \$1700.

Council President Hill questioned if the outside funding request, is it going to be an annual request.

Mr. Vostatek said yes unless a benefactor comes forward.

Councilmember Palmer questioned if they foresee asking for more money in the future.

Mr. Vostatek said yes, that they will need to hire more staff such as a full time gardener.

Councilmember Doody questioned if they have ever approached the City to buy the property.

Mr. Vosatek said no.

Mr. Ames said they would not have funds to pay the debt.

Action Summary: Council President Hill said Council will take this under consideration during budget discussions.

3. **7TH STREET CORRIDOR PLAN:** Public Works staff to provide City Council with options for the 7th Street Corridor Plan. Mark Relph, Public Works and Utilities Director, introduced the topic and gave an overview of the presentation. He introduced City Engineer Mike McDill.

Mr. McDill said the led design consultant Ted Ciavonne is present and they are looking for direction from Council. He noted a correction in the report and said the most important thing that came out of the open house is to preserve the traffic capacity. He then deferred to Mr. Ciavonne.

Mr. Ciavonne reviewed the open house and compared the three concepts. He said the amount of advertising for the open house was extensive and described the format of the open house. Mr. Ciavonne said that over 200 people attended and said 75 people liked the three lane option, exactly as shown. He said people were given a choice of adding or subtracting elements.

Council President Hill questioned which option moved traffic the fastest and which is the most efficient.

Mr. Ciavonne said the three lanes moved traffic the quickest.

Council President Hill questioned if it was because the stop light is removed.

Mr. Ciavonne said that will move the traffic quicker at a slower speed.

Councilmember Beckstein questioned the vehicle vs pedestrian situations.

Mr. Ciavonne said there are only 8 conflicts with a roundabout, but there will be slower cars which will make it safer for pedestrians to cross.

Councilmember Doody questioned the reverse angle parking and asked are there any safety issues.

Mr. Ciavonne said that normal angle is backing into an active space, with reverse angle you are backing into static space and then head out into active space so the is much safer.

Councilmember Palmer questioned the difficulty to back in.

Mr. Ciavonne said you have to back up either way and said there will also be more space to maneuver.

Councilmember Coons asked if there will be any information for first time users.

Mr. Ciavonne said there is a signage program and said there will be a practice area that will be available while the project is being built.

Councilmember Beckstein questioned the size of roundabout.

Mr. Ciavonne said the studies show that there is no need for two lanes but the jury still out. He said the thought of slip lanes are being considered and the models are being closely watched at 25 Road, 24 1/2 Road and G Road.

Council President Hill questioned why this would be faster and safer. Then, asked for explanations.

Mr. Ciavonne said the removal of the stop light and you will not have to watch for cross traffic.

Mr. McDill said the key is the signals; he then went into the recommendations of the three lane option. He said it best accommodates the current and future traffic through 2030 with the parkway built. He said there will be less traffic, more efficient, and safer for pedestrians and bicycles. Mr. McDill said this is the least expensive option and said currently the City is maintaining more lanes than what is needed. Mr. McDill said the second recommendation is to use reverse angle parking. He said when leaving space for an auxiliary lane, which is a 7 foot lane, it will be safer and will allow parkers to get out of traffic. Mr. McDill said it would be easy to convert the existing parking to reverse angle parking if the City would like to try this on a trial bases to see how it works. The third recommendation is to do a design and build a roundabout at 7th and Main. He said the roundabouts will be designed to be sensitive to emergency vehicles and most accommodating to pedestrians and bicyclers. Lastly, Mr. McDill recommended a properly designed roundabout at Grand & 7th Street in place of the stop light. Mr. McDill said regarding the budget, he suggests completing each of them in different phases. Phase I to be funded by Transportation Enhancement Grant, which is a nice fit for the 7th and Grand intersection; phase II with the cooperation of the DDA for the roundabout at 7th and Main; and phase III would be south of Main. Mr. McDill asked for feedback and direction from Council.

Council President Hill asked for more clarifications regarding the different phases and asked for a break down for each of the roundabouts.

Mr. McDill said approximately \$300,000 per block.

Councilmember Palmer asked about architectural drawings.

Mr. McDill said they can provide architectural drawings and said it is also on the website.

Councilmember Palmer asked Mr. McDill to email him the drawings.

Council President Hill said there are representatives from DDA and a citizen in attendance. Mr. Hill said there are a number of questions that need to be answered and said he would like Council to decide on a direction to move forward and agree on a configuration, then look at financing options.

Councilmember Coons said Council should listen to the DDA representatives if they have something new to bring to Council and then hear from the citizens.

DDA had no comments.

Della Dutcher, 3206 D ½ Road, Clifton 81520, said she had an idea that is better than the roundabouts, which is raised pavement like what is on Orchard, medians like what is located on upper 7th and blend it in together with flower planters and art on the corners. She said it would be cheaper and be more sensible. She said that she doesn't understand how the one lane roundabouts will move traffic better than the existing two lanes on each side of the road.

Councilmember Coons said that she likes the three lane options, roundabouts, and the reverse angle parking and supports staff's recommendation.

Councilmember Doody said he supports staff's recommendation.

Councilmember Thomason also supports staff's recommendation but has financing concerns.

Mark Relph, Public Works and Utilities Director discussed traffic projections and the affect that the Riverside Parkway will have.

Councilmember Beckstein asked about the projected time lines.

Mr. Relph said the upper end is 18,000 vehicles per day so there will be plenty of capacity while building the parkway.

Councilmember Beckstein said her concerns have been addressed so she also supports staff's recommendations.

Councilmember Palmer said he is struggling with the traffic numbers and in deference to Councilmember Coons, he has heard concerns from the public. He said he is trying to balance this out and wants to see this corridor improved. He said that he likes the roundabouts but has some discomfort with the reverse angle parking. He said he cannot support the roundabout at 7th and Grand and would like more time to review.

Council President Hill said maybe with the improvements at 7th and Main, traffic may pick up. He said he supports staff's recommendation and feels that it may help people find Main Street. He suggested to do 7th and Main first then move north.

Councilmember Coons said it makes sense to set Grand Avenue and 7th Street roundabout aside for a later discussion.

Councilmember Doody said he agrees with Council President Hill to discuss more about Grand Avenue and 7th Street until further discussion.

Mr. Relph said staff will be back with more details regarding Grand Avenue and 7th Street.

Action Summary: The consensus was to go forward with Staff recommendations and start with 7th and Main. Council decided to discuss Grand Avenue and 7th Street roundabout until a later time..

The discussion regarding the 24 Road committee and City Clerk Stephanie Tuins' memo on the volunteer boards was tabled until Wednesday night.

ADJOURN

The meeting adjourned at 10:25 p.m.

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

OCTOBER 5, 2005

The City Council of the City of Grand Junction convened into regular session on the 5th day of October 2005, at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Jim Doody, Gregg Palmer, Doug Thomason and President of the Council Bruce Hill. Absent was Councilmember Jim Spehar. Also present were City Manager Kelly Arnold, City Attorney John Shaver and City Clerk Stephanie Tuin.

Council President Hill called the meeting to order. Council President Hill recognized the presence of students from the "Writing for the Media" class from Mesa State College in the audience.

Councilmember Thomason led in the pledge of allegiance. The audience remained standing for the invocation by Jim Hale, Spirit of Life Christian Fellowship.

PRESENTATION OF CERTIFICATES OF APPOINTMENTS/RECOGNITIONS

TO THE RIVERFRONT COMMISSION

Lesley Blumberg was present to receive her certificate.

TO THE URBAN TRAILS COMMITTEE

Denise McGinnis was present to receive her certificate.

RECOGNITION OF JOE STEVENS

Council President Hill called Parks & Recreation Director Joe Stevens to the podium to be recognized for all his work and his recent award as a Colorado Parks and Recreation Association (CPRA) Fellow. Mr. Stevens in turn commended his staff and the leadership of the City Council. He remembered and recognized the passion of R.T. Mantlo and Jim Robb, both now deceased.

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

Councilmember Thomason read the recognition certification. Assistant to the City Manager Sheryl Trent reviewed the program, located the neighborhood, identified some of the neighborhood issues and introduced the representative from the Grand Vista Neighborhood, Dan Bunnell. Mr. Bunnell, president of the HOA, thanked the City Council for the neighborhood recognition.

CITIZEN COMMENTS

There were none.

CONSENT CALENDAR

It was moved by Councilmember Thomason, seconded by Council President Pro Tem Palmer and carried by roll call vote to approve Consent Calendar Items #1 through #9.

1. **Minutes of Previous Meetings**

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**

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

3. **Award of Construction Contract for the 7th Street and Patterson Road Intersection Improvements**

The 7th and Patterson Intersection Improvements includes the construction of a new right-turn lane for eastbound traffic on Patterson Road at the 7th 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 7th and Patterson Intersection Improvements with Reyes Construction, Inc. in the Amount of \$264,210.35

4. **Award of Construction Contract for the 2005 Sewer Interceptor**

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).

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

5. **Purchase of an Automated Refuse Truck**

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

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

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

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

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

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

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 2090 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

9. **Setting a Hearing to Amend the Smoking Ordinance**

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

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing – 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.

The public hearing was opened at 7:24 p.m.

John Shaver, City Attorney, reviewed this item. He noted the staff report detailing the changes. Most of the changes are to account for changes in State Law and then some operational changes with Mesa County who the City contracts for animal control, a relationship that works very well. Regarding the change to the leash law, two versions are being proposed. One option imposes a surcharge on all dogs at-large to help fund the dog park. The other option would only apply the surcharge to dogs at-large in parks.

Council President Hill asked for the definition of dogs at-large. Mr. Shaver said it must be off the owner's premises. There are exemptions when a dog is in an organized training session.

Milton "Tony" Long, 302 Pitkin Avenue, told about a friend who had a dog and was directed to keep her dog tied up.

There were no other comments.

The public hearing was closed at 7:30 p.m.

Council President Pro Tem Palmer inquired if the fines as stated in the ordinance are what is current. Mr. Shaver responded that the fines remain the same, only the surcharge is additional.

Councilmember Doody inquired about the training provision, would the organized training need to be with a kennel club or would a field trainer also be organized. Mr. Shaver replied a kennel club, a commercial operation, and Parks & Recreation activities would be three examples.

Councilmember Beckstein asked if they could add a provision to require the organized training have a permit. Mr. Shaver advised that the Parks & Recreation Department may

not issue a permit for their own classes. City Manager Arnold suggested adding “permitted or sponsored by the City of Grand Junction” to the ordinance.

Council President Hill confirmed that the surcharge does not apply to other violations. Mr. Shaver said that is correct, but at Council’s discretion it could be extended.

Councilmember Coons supported the surcharge to support the dog park and applying it to any dogs at-large.

Council President Pro Tem Palmer said he supports the surcharge but was unsure of the application. He decided to support the application to those dogs at-large in public parks rather than city-wide.

Councilmember Thomason supports the surcharge applied to all dogs at-large.

Councilmember Beckstein supports the surcharge and to have it applied to all dogs at-large. She would like to see zero tolerance of dogs at-large for owners that are not complying with the law. She would also like to see a more restrictive provision in the training section.

Councilmember Doody agrees with Councilmember Beckstein that the leash law should be enforced but regarding the surcharge, he agrees with Council President Pro Tem Palmer, that the surcharge should only be applied to dogs at-large in the parks.

Council President Hill said it is frustrating to have a law that is hard to enforce due to its vagueness and regarding the surcharge, he supports its application to all dogs at-large.

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

Councilmember Coons moved to adopt the amendments with the exception of Section 6-68 regarding the surcharge. Councilmember Doody seconded the motion.

Councilmember Beckstein requested that the training section be clarified and made more restrictive. There was no motion or second to amend the previous ordinance.

Council President Hill called for the roll. The motion carried by roll call vote with Councilmember Beckstein voting NO.

Councilmember Coons moved to adopt Section 6-68 which provides that a \$25 surcharge would be to any dog running at-large. Councilmember Beckstein seconded.

Council President Pro Tem Palmer stated he will vote no as he feels it should be applied only to dogs at-large in parks. Councilmember Beckstein supports the application to all dogs running at-large based on her experience.

Council President Hill called for the roll. The motion carried by roll call vote with Council President Pro Tem Palmer and Councilmember Doody voting NO.

Ordinance No. 3827 was therefore passed on Second Reading and ordered published.

Council President Hill asked the City Manager to bring a dog park update to Council.

Council President Pro Tem Palmer added he would like information on the water feature proposed for the new dog park.

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. 1st Street [File # RZ-2005-153]

The petitioner, William C. Weimer, is requesting approval to rezone two (2) properties located at 1705 & 1715 N. 1st 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.

The public hearing was opened at 7:57 p.m.

Scott D. Peterson, Associate Planner, reviewed this item. He described the request, the location, the site, the surrounding land use designation and the surrounding uses and zoning. He noted that Planning Commission recommended approval. There were no public comments submitted. He concluded that the request is consistent with the Growth Plan and meets the criteria for a rezone.

Councilmember Thomason inquired about the vacant lot to the south. Mr. Peterson noted that the aerial photo was in 2002 and since then there has been a rezone and a duplex has been constructed on the site.

Kurt Weimer, the applicant, supported Mr. Peterson's presentation. He advised the duplex to the south faces Mesa Avenue.

There were no public comments.

The public hearing was closed at 8:00 p.m.

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. 1st Street

Council President Pro Tem Palmer moved to adopt Ordinance No. 3828 on Second Reading and ordered it published. Councilmember Thomason seconded the motion. Motion carried by roll call vote.

Amendment #4 of Engineering Services Contract with Carter & Burgess for Riverside Parkway

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.

Mark Relph, Public Works and Utilities Director, reviewed this item. He noted the amendment is to oversee Phase I, the contract for this was just awarded last meeting. He said part of the contractor services will be a field inspector and a construction inspector on site throughout the project. Mr. Relph said staff is trying to offset some of the costs by using some of the City's staff for the construction inspection on Phase I. He said Trent Prall will be the Project Manager and Randy Pope, with his experience with construction of sewer lines, will be on site due to the Central Grand Valley sewer line.

Councilmember Thomason asked about all the previous amendments.

Mr. Relph explained why the contract with Carter & Burgess has been broken down in the manner it has. Mr. Shaver noted that it is really an addendum to the contract.

Councilmember Beckstein moved to authorize the City Manager to amend the existing contract with Carter & Burgess for a total fee of \$9,380,440. Councilmember Coons seconded the motion. Motion carried.

Intergovernmental Agreement with CDOT for the Construction of the US-50/Riverside Parkway Interchange

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.

Mark Relph, Public Works and Utilities Director, reviewed this item. He explained the purpose of the agreement. He said as part of the 1601 processes for building an interchange, maintenance agreements are required. The agreement allows the City to avoid the responsibility of maintaining the bridge and interchange structures, and in

contrast CDOT will not have to maintain lane miles, specifically North Avenue. Mr. Relph said the agreement provides for an exchange of the responsibilities. He then referred to a list of each entities' obligations under the agreement.

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.

Council President Pro Tem Palmer lauded the agreement and the benefits to the City including control over North Avenue and annual financial savings.

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

Council President Pro Tem Palmer moved to adopt Resolution No. 159-05.
Councilmember Thomason seconded the motion. Motion carried by roll call vote.

Mr. Relph said the agreement will not be effective until 2008, once the interchange at Highway 50 is built.

Purchase of Property at 2499 Highway 6&50 for the Riverside Parkway Project

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.

Mark Relph, Public Works and Utilities Director, reviewed this item. He identified the location of the property proposed for purchase. The property will allow the City to construct a connecting road from River Road to Highway 6 & 50. He said since the proposed road will be located very close to the existing building, the City is paying a proximity damage cost. Mr. Relph said the property owner did not acquire their own appraisal.

Council President Pro Tem Palmer questioned the payment of the proximity damage when the new road will actually benefit the property owner. Mr. Shaver advised that proximity damage is really based on future value of the land.
Resolution No. 160-05 – A Resolution Authorizing the Purchase of Real Property at 2499 Highway 6 & 50 from Velva V. Carnes

Councilmember Thomason moved to adopt Resolution No. 160-05. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Purchase of Property at 620 Noland Avenue for the Riverside Parkway Project

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.

Mark Relph, Public Works and Utilities Director, reviewed this item. He described the location which is near the 5th Street interchange. He said both the City and the owner acquired appraisals and the difference between the two appraisals was the result of the value of the remnant and the existing building. He said staff supports the City's appraisal and the property will be needed in the third phase of the construction.

Council President Pro Tem Palmer explained that he is not particularly fond of the City's policy which provides the owner to be paid the higher City's appraisal. However the City must be able to defend its price, the fair market price, if the City had to go forward in condemning the property. Mr. Relph agreed.

Council President Hill inquired if any of the building will be left standing. Mr. Relph replied probably not.

Councilmember Doody inquired about the right-of-way acquisition balance. Mr. Relph said the budget is sufficient for the remainder of this year. He said there is additional money budgeted for next year in which there are several large parcels to be acquired.

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

Councilmember Thomason moved to adopt Resolution No. 161-05. Councilmember Doody seconded the motion. Motion carried by roll call vote.

NON-SCHEDULED CITIZENS & VISITORS

There were none.

OTHER BUSINESS

Volunteer Board Vacancies

City Clerk Stephanie Tuin reviewed the memo regarding volunteer board vacancies and got direction from the City Council to re-advertise for the Planning Commission. She will collect Council's top six for interviews for the Housing Authority.

24 Road Subarea Plan Steering Committee

City Manager Kelly Arnold reviewed the reason for this item. The City Council had directed Staff to attempt to reconstitute the previous committee that had worked on the 24 Road Subarea Plan. City Manager Arnold provided Council with a list of those still willing, a list of those entities whose representative has changed, those that are no longer available and those that served on the prior committee representing an entity but want to serve as a citizen.

Councilmember Coons noted that the committee included a Planning Commissioner and inquired if having a City Council representative was possible. City Attorney Shaver advised it is possible; nothing precludes a Councilmember being on the committee, but whether appropriate is another question. He recommended they do not because the City Council makes the final decision.

The City Council agreed with the recommendations for members put forth by the City Manager.

ADJOURNMENT

The meeting adjourned at 8:44 p.m.

Stephanie Tuin, MMC
City Clerk

Attach 2

Setting a Hearing on Amendments to the Municipal Code Regarding Unclaimed and Contraband Property

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject	Amendments to the Municipal Code regarding unclaimed and contraband property							
Meeting Date	October 19, 2005							
Date Prepared	September 20, 2005				File #			
Author	Shelly Dackonish			Staff Attorney				
Presenter Name	John Shaver			City Attorney				
Report results back to Council		No		Yes	When			
Citizen Presentation		Yes	x	No	Name			
	Workshop	X		Formal Agenda	X	Consent		Individual Consideration

Summary: An amendment concerning conversion and disposal of unclaimed or contraband property.

Budget: N/A

Action Requested/Recommendation: Consideration and adoption of proposed Code amendment.

Attachments: Amended ordinance. Additions are underlined, deletions are ~~struck through~~.

Background Information: Chapter 20, Section 29 of the Grand Junction Code of Ordinances governs whether and how the police department may retain, hold or dispose of objects and articles of property that come into its custody. Subsection (3) deals with potentially harmful or contraband items. This provision is outdated, referring to items which are no longer considered contraband, dangerous or illegal, and failing to make reference to more modern contraband. The proposed amendment updates the Code.

ORDINANCE NO. ____

AN ORDINANCE AMENDING PART OF CHAPTER 20 OF THE CITY OF GRAND JUNCTION CODE OF ORDINANCES RELATING TO CONVERSION AND DISPOSAL OF PROPERTY BY THE POLICE DEPARTMENT

Recitals.

It is desirable to delete outdated provisions in Chapter 20, Section 29 of the Grand Junction Code of Ordinances.

It is also desirable to amend Chapter 20, Section 29 of the Grand Junction Code of Ordinances to address disposition of counterfeit money.

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

Chapter 20, Section 29 of the Code of Ordinances, City of Grand Junction, Colorado, is hereby amended to read as follows:

Notwithstanding any other provisions of this article, certain objects and articles of property as described in this article may be kept, held or disposed of as follows:

- (1) Nothing in this article shall be construed as amending any existing ordinances concerning the impoundment and disposition of livestock, dogs, poultry or other animals.
- (2) Unless ordered to the contrary by a court or otherwise required by state or national law, firearms or other weapons which may not lawfully be kept, possessed or retained by the owner or person otherwise entitled to the possession thereof, or which may not otherwise lawfully be released to the owner thereof, or which are unclaimed after notice to the owner, or the owner of which is not known, may be kept and used by the police department in its training program or otherwise, or may be donated to museums or historical societies as the chief of police may order for purposes of historical preservation. If the firearms or weapons are declared surplus by the chief of police, disposition of such firearms or weapons may be made as otherwise provided in this section.
- (3) If the property consists of any of the following: burglar tools of any description; firearms, cartridges, explosives, armored or bulletproof clothing, or other dangerous weapons; gambling apparatus or instruments; ~~articles or medicines for the purpose of inducing an abortion~~; beer, wine, spirituous liquor or fermented malt beverages; soiled, bloody

or ~~insanitary~~ unsanitary clothing; solids or liquids of unknown or uncertain composition; drugs, narcotics, hallucinogenic substances, hypodermic syringes and needles, or other drug paraphernalia; any poisonous, noxious or deleterious solids or liquids; counterfeit bills, coins or other fraudulent negotiable instruments; or any ~~other~~ property which reasonably might result in injury to the health and safety of the public or be subject to unlawful use, the chief of police or his designee may destroy any such article. Any such article may be converted to police department use for training or other legitimate police or governmental purposes.

All other provisions of Chapter 20 shall remain in full force and effect.

PASSED for first reading this _____ day of _____, 2005.

PASSED AND ADOPTED this _____ day of _____, 2005 on Second Reading.

Bruce Hill
President of the Council

Attest:

Stephanie Tuin
City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART OF CHAPTER 20 OF THE CITY OF GRAND JUNCTION CODE OF ORDINANCES RELATING TO CONVERSION AND DISPOSAL OF PROPERTY BY THE POLICE DEPARTMENT

Recitals.

It is desirable to delete outdated language in Chapter 20, Section 29 of the Grand Junction Code of Ordinances; and

It is desirable to amend Chapter 20, Section 29 of the Grand Junction Code of Ordinances to address disposition of counterfeit money.

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

Chapter 20, Section 29 of the Code of Ordinances, City of Grand Junction, Colorado, is hereby amended to read as follows:

Notwithstanding any other provisions of this article, certain objects and articles of property as described in this article may be kept, held or disposed of as follows:

- (1) Nothing in this article shall be construed as amending any existing ordinances concerning the impoundment and disposition of livestock, dogs, poultry or other animals.
- (2) Unless ordered to the contrary by a court or otherwise required by state or national law, firearms or other weapons which may not lawfully be kept, possessed or retained by the owner or person otherwise entitled to the possession thereof, or which may not otherwise lawfully be released to the owner thereof, or which are unclaimed after notice to the owner, or the owner of which is not known, may be kept and used by the police department in its training program or otherwise, or may be donated to museums or historical societies as the chief of police may order for purposes of historical preservation. If the firearms or weapons are declared surplus by the chief of police, disposition of such firearms or weapons may be made as otherwise provided in this section.
- (3) If the property consists of any of the following: burglar tools of any description; firearms, cartridges, explosives, armored or bulletproof clothing, or other dangerous weapons; gambling apparatus or instruments; beer, wine, spirituous liquor or fermented malt beverages;

soiled, bloody or unsanitary clothing; solids or liquids of unknown or uncertain composition; drugs, narcotics, hallucinogenic substances, hypodermic syringes and needles, or other drug paraphernalia; any poisonous, noxious or deleterious solids or liquids; counterfeit bills, coins or other fraudulent negotiable instruments; or any other property which reasonably might result in injury to the health and safety of the public or be subject to unlawful use, the chief of police or his designee may destroy any such article. Any such article may be converted to police department use for training or other legitimate police or governmental purposes.

All other provisions of Chapter 20 shall remain in full force and effect.

PASSED for first reading this _____ day of _____, 2005.

PASSED AND ADOPTED this _____ day of _____, 2005 on Second Reading.

Bruce Hill
President of the Council

Attest:

Stephanie Tuin
City Clerk

Attach 3

**Setting a Hearing on Revising and Refining the Zoning and Development Code
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Revising and Refining the Zoning and Development Code					
Meeting Date	October 19, 2005					
Date Prepared	December 19, 2011				File #	
Author	Jamie B. Kreiling			Assistant City Attorney		
Presenter Name	John Shaver			City Attorney		
Report results back to Council		No		Yes	When	
Citizen Presentation		Yes		No	Name	
	Workshop	X		Formal Agenda	X	Consent
						Individual Consideration

Summary: The Zoning and Development Code ("Code") was updated in January 2002 and has been amended by various ordinances since that time. With the passing of each ordinance the Code was codified. It was determined that not all printings of the Code after codification were the same. Three (3) different versions of the Code were found to be printed and in circulation for use. Each purported to have the most recent updates. This ordinance is to revise the Code to conform to the ordinances that have passed since January 2002 with some changes for clarification.

Budget: Costs for printed material.

Action Requested/Recommendation: Set for hearing on Ordinance for Revising and Refining the Zoning and Development Code.

Attachments: The more substantive proposed changes to the Zoning and Development Code are attached for review. All of the changes are available for review in the City Council room. The proposed Ordinance adopting the Code is attached. The proposed Code is available for review in the City Council room.

Background Information: The last major update of the Code occurred in January 2002 with City Council's adoption of Ordinance No. 3390. The Ordinance was codified and became available for use by City staff and the public. Six (6) ordinances have since been passed amending the Code: Ordinance No. 3398 (Adding Sections 4.1.1.2.c and 4.3.D, pertaining to existing and new salvage yards, recyclers and impound lots), Ordinance No. 3436 (amending the review and approval process for development applications in Chapter 2), Ordinance No. 3529 (house cleaning amendments to various chapters), Ordinance No. 3610 (addition of an exception for required improvements concerning the placement of utilities underground in Section 6.2.A.1.h), Ordinance No. 3625 (amending section 6.5 landscaping, buffering and screening standards), and Ordinance No. 3641 (amending section 6.2 concerning the

Transportation Capacity Payments). Each amendment was then added to the original codification. Mistakes occurred while codifying the Code. Different versions of the Code were updated at different times and then printed for use. This created more than one version of the Code being available. This led to additional errors, including when Ordinance No. 3625 was adopted, as it relied on an earlier version of the Code which did not include all of the amendments from Ordinance No. 3529.

Staff will be bringing forward new major updates to the Code for consideration by City Council in the near future. Before bringing those proposed changes, it is necessary to revise the Code so that the new updates will apply to a complete and proper version of the Code.

Following is an explanation of the changes for each chapter of the Code:

The following words or any form of the words were corrected for spelling where found in the Code:

breakaway, collocate, freestanding, hookups, multifamily, nonadministrative, nonbinding, noncombustible, noncommercial, nonconforming, nonenclosed, nonexempt, nonferrous, nonintersecting, nonpoisonous, nonprofit, nonresidential, nonstructural, outpatient, overreliance, pickup, preapplication, prefabricated, prepayment, psychotherapy, reestablished, reseeding, resubdivide, revegetation, rezone, ridership, semiarid, semifinished, semiprivate, semisolid, semitrailer, statewide, and subunit

Where "major street plan" appeared in the Code it was replaced with "Grand Valley Circulation Plan", as the name of the City's street plan has been modified since the last annual update of the Code.

Chapters One, Five and Eight have not been changed since Ordinance No. 3390 was codified, except for the corrections mentioned above.

Chapter Two was amended with the passing of Ordinance Nos. 3436 and 3529. Additional changes for clarification, consistency of terms and presentation of the terms, and spelling and typographical corrections, either in the Zoning and Development Code and/or in the ordinances referenced above have been made and can be followed in the tracked changes presented for review for Chapter Two.

Chapter Three was amended with the passing of Ordinance No. 3529. Additional changes for clarification, consistency of terms and presentation of the terms, and spelling and typographical corrections, either in the Zoning and Development Code and/or in the ordinance referenced above have been made and can be followed in the tracked changes presented for review for Chapter Three.

Chapter Four was amended with the passing of Ordinance Nos. 3398 and 3529 and the corrections mentioned above.

Chapter Six was amended with the passing of Ordinance Nos. 3529, 3610, 3625, and 3641 and the corrections mentioned above. Any changes to Chapter 6 that were

included in Ordinance No. 3625, other than those specifically made in Section 6.5, were not included in the Chapter Six that staff has proposed be adopted.

Chapter Seven was amended with the passing of Ordinance No. 3529 and the corrections mentioned above.

Chapter Nine was amended with the passing of Ordinance No. 3529 and the corrections mentioned above.

CHAPTER TWO PROCEDURES

2.1 REVIEW AND APPROVAL REQUIRED

The policies and regulations in this Code apply to the use and/or development of all land. No person shall begin or change a land use or development in the City without first obtaining a permit or approval from the Director.

Table 2.1 summarizes the procedures, agencies and public bodies involved in the development proposal process. The procedures, applications, the agencies and public bodies involved in the process, and the methods of appeal are described in Sections 2.2 and 2.3.

**Table 2.1
REVIEW PROCEDURES SUMMARY**

Application Process	General Meeting ^{1,9}	Neighbor-hood Meeting	Acting Body				Notices ²		
			Director	PC	CC	ZBOA	Public	Mail	Sign
ADMINISTRATIVE PERMITS									
Planning Clearance	O-	-	D	-	-	A	-	-	-
Certificate of Occupancy	-	-	D	-	-	A	-	-	-
Home Occupation	-	-	D	-	-	A	-	-	-
Temporary Use	O-	-	D	-	-	A	-	-	-
Change of Use	M-	-	D	-	-	A	-	-	-
Site Plan Review (Major/Minor)	M (Major Only)	-	D	A	-	-	-	-	-
Fence	-	-	D	-	-	A	-	-	-
Sign	-	-	D	-	-	A	-	-	-
Floodplain Permit	M-	-	D	-	-	A	-	-	-

Table 2.1

Application Process	General Meeting ^{1,9}	Neighborhood Meeting	Acting Body				Notices ²		
			Director	PC	CC	ZBOA	Public	Mail	Sign
GROWTH PLAN AMENDMENT³									
Text Amendments	M-	-	R	R	D	-	M	-	-
Map Amendments	M-	M ⁴	R	R	D	-	M	M ⁶	M ⁶
CODE AMENDMENTS									
Zoning Map Amendments	M-	M ⁴	R	R	D	-	M	M ⁶	M ⁶
Text Amendments	M-	-	R	R	D	-	M	-	-
MAJOR SUBDIVISION									
Concept Plan (optional)	O	O	R ⁸	- D ⁸	-	-	-	-	-
Preliminary Plan not in conjunction with action requiring Council approval	M	M ⁵	R	D ⁷	A	-	M	M	M
Final Plat	M-	-	D	A	-	-	-	-	-
Development Improvement Agreements	-	-	D	-	-	-	-	-	-
PLANNED DEVELOPMENT									
ODP (optional)	M	O	R	R	D	-	M	M	M
Preliminary Plan	M	M ^{4,5}	R	R	D	-	M	M	M
Final Plan	M-	-	D	A	-	-	-	-	-
Plan Amendments Major Minor	M- -	M ^{4,5} -	R D	D A	A -	- -	M -	M M	M -
OTHER APPLICATIONS									
Conditional Use Permit	M	O	R	D	A	-	M	M	M
Historic Preservation	O-	-	R	-	D	-	M	-	-

Table 2.1

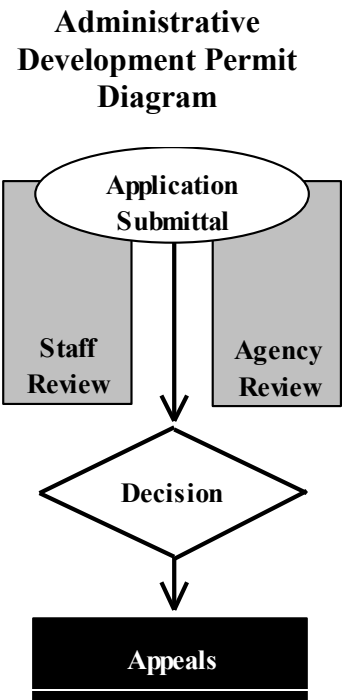
Application Process	General Meeting ^{1,9}	Neighbor-hood Meeting	Acting Body				Notices ²		
			Director	PC	CC	ZBOA	Public	Mail	Sign
Revocable Permit	M-	-	R	-	D	-	-	-	-
Zoning of Annexation	M-	-	R	-R	D	-	M	M ⁶	M ⁶
Simple Subdivision	M	-	D	A	-	-	-	M	-
(Vacation Plat, Easement or Right-of-way)	M-	-	R	R	D	-	M	M	M
Variance City Council ZBOA	- M-	- -	R R	R -	D -	- D	M M	- M	- M
Vested Rights	M-	-	R	R	D	-	M	-	-
Appeal of Director Decisions	O-	-	Table 2.1		-	D	M	-	-
Institutional & Civic Facility Master Plans	M	M	R	R	D	-	M	M	M

Application Process	General Meeting ^{1,9}	Neighborhood Meeting	Acting Body				Notices ²														
			Director	PC	CC	ZBOA	Public	Mail	Sign												
<p>KEY:</p> <table> <tr> <td>M</td> <td>Mandatory</td> <td>R</td> <td>Review Body</td> </tr> <tr> <td>O</td> <td>Optional/Recommended</td> <td>D</td> <td>Decision Maker</td> </tr> <tr> <td>-</td> <td>No/Not Applicable</td> <td>A</td> <td>Appeal Body</td> </tr> </table> <p>Footnotes:</p> <p>¹ Where required, a General Meeting with City staff must occur before a development application will be accepted. In addition, a Preapplication Conference with City staff is highly recommended for most subdivisions, multifamily, commercial and industrial projects, as the best way to ensure the success of a project.</p> <p>² Some administrative review does require notice. See Section 2.2.B.3.</p> <p>³ The Joint City/County Planning Commission decides requests to amend the Growth Plan for unincorporated property in the Joint Urban Planning Area.</p> <p>⁴ A neighborhood meeting is required for a Growth Plan amendment or rezoning to a greater intensity/density.</p> <p>⁵ A neighborhood meeting is required if 35 or more dwellings or lots are proposed.</p> <p>⁶ Mailed notice and sign posting is not required for Growth Plan map amendments, rezonings or zoning of annexations relating to more than five percent (5%) of the area of the City and/or related to a Citywide or area plan process.</p> <p>⁷ The Director shall be the decision-maker for nonresidential condominium preliminary plans for platting.</p> <p>⁸ The Director may make recommendations. The Planning Commission members should react, comment, question, critique and give direction (Section 2.7).</p> <p>⁹ Even though a General Meeting may not be required, applicants should confer with City staff regarding potential issues with a proposed development, and to receive a submittal checklist.</p>										M	Mandatory	R	Review Body	O	Optional/Recommended	D	Decision Maker	-	No/Not Applicable	A	Appeal Body
M	Mandatory	R	Review Body																		
O	Optional/Recommended	D	Decision Maker																		
-	No/Not Applicable	A	Appeal Body																		

2.2 ADMINISTRATIVE DEVELOPMENT PERMITS

- A. Generally, the procedures for all applications have three (3) common elements: (1) submittal of a complete application, including required fees; (2) review by City staff and other review agencies; and (3) action and/or decision.
- B. **Common Elements of Procedures.** The following procedures apply unless modified by more specific provisions elsewhere. The times for the City to act are maximum number of working days. The Director may shorten any time frame specified herein.
 - 1. **General Meeting/Preapplication Conference.**

- a. a. **General Meeting.** The general meeting allows the applicant to meet informally with the staff to discuss a project and provide feedback and ideas. Based on the detail and information provided, the staff will give direction on the merits, procedures and issues on a proposed project. A General Meeting is not required for all applications. A development application may not be submitted until after the general meeting is completed if required by the Director.
- b. **Pre-Application Preapplication Conference.** A preapplication conference (“preapp”) with City staff is highly recommended for most subdivisions, multifamily, commercial and industrial projects. The general purposes of a preapplication conference are to:
- (1) Understand the proposed project and the applicant’s specific objectives;
 - (2) Identify applicant time goals such as property closing dates, construction starts, and operation dates;
 - (3) Identify City approvals needed before any development can start;
 - (4) Identify documents, plans, drawings, fees and process other materials necessary for a complete application;
 - (5) Identify significant issues likely to arise to be dealt with; and
 - (6) Begin to familiarize the applicant with City requirements, and this Code.
- c. **Applicability.** Table 2.1 shows the permits for which a general meeting is required. The Director may waive the general meeting if it is not likely to help the neighborhood or applicant.
- d. **Application Requirements.** Submittal requirements for permits are listed in the SSID Manual; however, the scope or location of any specific proposal may require the applicant to provide different or additional information. At the general meeting or preapplication conference, the Director shall decide what information will be required to evaluate the proposal. At any time the Director may change his mind based on new information, mistakes or neighborhood concerns and require additional or different information. The Director shall give the applicant a form showing the decisions and requirements from the general meeting or preapplication conference.
2. **Application Requirements.**
- a. **Materials.** Lists of required application materials are available from the Director and are included in the SSID Manual.



- b. **Application Deadlines.** Application deadlines are included in the SSID Manual or by administrative policy.
 - c. **Application Fees.** The City Council sets fees to recover some of the costs of processing, publicizing, and reviewing applications. City Council may, by resolution, modify any fee at any Council meeting.
 - d. **Completeness.** The Director shall decide if the application is complete. If the application is not deemed complete, the Director shall notify the applicant and the submittal shall be returned. The Director shall retain a copy of the checklist identifying any submittal deficiency.
3. **Notice.** Public notice is not required for most administrative permits. The duty to provide notice, when required, is always the applicant's. Notice is provided as follows:
- a. Within five (5) working days of receipt of a complete application, the Director shall give notice, at the applicant's cost, by first class U.S. mail to each person shown as an owner within 500 feet and at the address by the County Assessor.
 - b. Notice should include a general description of the proposal, the location of the property and the soonest the Director can decide on the application.
 - c. The Director's failure to send any notice does not mean the proposal is approved since it is always the applicant's ultimate responsibility to see that all City rules, requirements and procedures are followed. The Director may require the applicant pay for additional notice, in any form for any type of proposal if he believes such notice will further the purpose or intent of this Code.
4. **General Procedures.**
- The Director shall evaluate each application for compliance with City requirements. The Director shall solicit other agency comments. The Director shall provide his/her comments in writing to the applicant.
- b. The Director may forward copies of the applications to various agencies for their input and review. Such other agencies include:
 - (1) Other City departments;
 - (2) Utilities;
 - (3) Law enforcement;
 - (4) Fire protection agencies;
 - (5) General purpose government;
 - (6) State agencies (*e.g.*, Geologic Survey, Transportation, Natural Resources, Wildlife); and
 - (7) Federal agencies (*e.g.*, Federal Emergency Management Agency, Bureau of Land Management, U.S. Army Corps of Engineers).
 - c. Agency review and input is advisory only.
 - d. An application submitted to the City for review must be diligently pursued and processed by the applicant. Accordingly, if the applicant, within ninety (90) calendar days of mailing of the City's review comments on any

submittal (or resubmittal) of an application for approval of a development application, does not resubmit revised documents to address comments from the City, the development application shall lapse and become null and void. The Director may grant one (1) extension of the foregoing ninety (90) day requirement, not to exceed thirty (30) days in length.

5. **Comments – Time to Respond.**

- a. The Director must approve, approve with conditions, or disapprove all complete applications for an administrative permit.

After receipt of the applicant's written response to comments/recommendations the Director shall, based on the applicable review criteria, approve, approve with conditions or disapprove the application. The Director may allow the applicant additional resubmittals and responses before the Director decides.

6. **Appeals and Amendments.** The Director's decision is final unless the Director receives written appeal within ten (10) working days of the date the City's records show the notice of decision was mailed. A permit shall be amended through the process it was originally approved.

7. **Validity.** Unless otherwise provided herein an administrative permit shall expire on the anniversary date, one (1) year after, except that the Director may extend the permit for up to 180 more days if the applicant proves he/she can complete the project in conformance with currently adopted codes and policies.

8. **Continued Compliance.** Once constructed, the owner(s) and developer shall be treated as an association (unless otherwise formed) and shall be liable for and responsible to maintain the development in substantial compliance with City regulations, approved plans and conditions. Failure to achieve substantial compliance including, but not limited to, the replacement of required plant materials that have died or are diseased, shall constitute a violation of this Code and may be enforceable by the City in Municipal Court subject to the provisions of Chapter Eight.

9. **Enforcement and Revocation.** In accordance with the provisions of Chapter Eight, the Director may revoke any permit for failure to comply with the conditions of the permit or failure to comply with any provision of this Code, or if any information, statement or documents supplied by or on behalf of an applicant are false, misleading or omit any material fact or information.

C. **Administrative Permits - General Types**

1. **Planning Clearance.**

- a. No person shall establish, modify or expand a use or a structure, other than a fence or sign regulated by this Code, until both a planning clearance and a building permit have been issued.
- b. Review Criteria. The proposed development shall:

- (1) Be located on a lot or parcel that is authorized for development by this Code;⁶
 - (2) Be consistent with the zone and use provisions established in Chapter Three of this Code;
 - (3) Be served by the required public facilities and services; and
 - (4) Have received all applicable local, state and federal permits.
 - c. Application, Review and Decision-Making Procedures. See Table 2.1 and Section 2.2.B, except that:
 - (1) Planning clearance shall expire 180 days after it is issued. If a building permit is obtained within such six (6) month period, the planning clearance shall be valid for as long as the building permit remains valid.
 - 2. **Building Permit.**
 - a. No person shall construct, modify or use a structure until a planning clearance has been obtained and a building permit has been issued.⁷
- D. **Administrative Permits - Use Types**
- 1. **Home Occupation Permit.**
 - a. **Purpose.** Home occupation permits are needed to ensure that all home occupations are conducted in a safe manner without adverse affects on neighboring properties.
 - b. **Applicability.** No person shall conduct a home occupation until the Director has issued a home occupation permit.
 - c. **Review Criteria.** The applicant shall demonstrate that the proposed use conforms to the home occupation standards established in Chapter Four of this Code.
 - d. **Application, Review and Decision-Making Procedures.** See Table 2.1 and Section 2.2.B.
 - 2. **Temporary Use Permit.**
 - a. **Purpose.** A temporary use permit helps ensure that temporary uses, including special events, are safe and minimizes adverse impacts on City infrastructure and neighboring properties.
 - b. **Applicability.** No person shall establish a temporary use for a period exceeding forty-eight (48) hours without a temporary use permit. Special events and activities conducted on public property, such as school sites and City parks, which have the consent of the owner, shall be exempt from the provisions of this Section 2.2.D. Only one (1) temporary use is permitted at any given time on a parcel or lot.
 - c. **Review Criteria.** The applicant shall demonstrate that:
 - (1) The use is an authorized temporary use pursuant to Section 4.3.L.;

⁶ If the lot or parcel is "not authorized" only the Zoning Board of Appeals can approve the planning clearance.

⁷ "Construct," "use," or "modify" means, in this context, that a building permit is required under the adopted Building Code.

- (2) There is no other temporary use on the parcel or lot;
- (3) The use will not be detrimental to the public health, safety and general welfare;
- (4) The use is consistent with the purpose and intent of this Code and the specific zoning district in which it will be located;
- (5) The use is compatible (intensity, characteristics and appearance) with existing land uses in the neighborhood. Factors to determine compatibility include: location, noise, odor and light, dust control and hours of operation;
- (6) The use will not cause traffic to exceed the capacity of affected streets;
- (7) Adequate off-street parking exists in accordance with Section 6.6 of this Code. The use shall not displace the required off-street parking spaces or loading areas of the principal permitted uses on the site;
- (8) Access to public right-of-way complies with City requirements, except that hard surface travel lanes are not required for a temporary use;
- (9) Permanent hookups to utilities are not provided;
- (10) Yard and property line setbacks are met for structures and/or display of merchandise. Displays shall not interfere with the sight visibility triangle of the intersection of the curb line of any two (2) streets or a driveway and a street. No personal property, including structures, tents, *etc.* shall be located within the public right-of-way;
- (11) Signage is allowed only while the temporary use is permitted. A temporary use sign shall not exceed thirty-two (32) square feet, excluding signage fixed to an operable motor vehicle. There shall be no portable signs. No off-premise sign shall advertise a temporary use;
- (12) At least thirty (30) calendar days have passed since any temporary use on the parcel or lot; and
- (13) The temporary use will not exceed four (4) months.

d. **Application, Review and Decision-Making Procedures.** See Table 2.1 and Section 2.2.B.

3. **Change of Use Permit.**

a. **Applicability.** No person shall change the use of a structure or property to another principal use unless and until the Director has issued a change of use permit. A change of use from residential to any other use requires a site plan review. A change of use does not occur unless:

- (1) The Code requires more off-street parking for the new use than is available on the property;
- (2) There is any increase in traffic, actual or projected; or
- (3) The amount of storm water runoff or impervious area is increased.

b. **Criteria.** The applicant shall prove that:

- (1) The change of use will be consistent with the zoning district and use provisions established in Chapter Three;
 - (2) Accessory uses conform with the provisions in Section 4.1;
 - (3) Parking for the previous use complied with the previous Code, and the change of use will increase the required parking by five (5) or fewer spaces, in which case additional on-site parking is not required. The required parking spaces may be reduced by up to ten percent (10%) for each 200 square feet additional landscaped area provided for each parking space; and
 - (4) New parking areas shall comply with the landscaping, access, paving and drainage requirements of this Code.
- c. **Application, Review and Decision-Making Procedures.** See Table 2.1 and Section 2.2.B.
4. **Major Site Plan Review.** The Director reviews site plans to determine compliance with this Code, the Growth Plan, adopted corridor guidelines and other regulations. The siting of structures and site improvements are reviewed to promote compatibility with the neighborhood.
- a. **Applicability.**
- Construction plans, based upon the approved final site plan and consisting of detailed specifications and diagrams illustrating the location, design and composition of all improvements identified in the final site plan and required by this Code, shall be submitted to the City for any project that necessitates the construction, reconstruction or modification of new or existing improvements. These documents shall include complete plans and specifications of all required improvements identified and approved as part of the final site plan phase. The City shall keep the plans as a permanent record of the required improvements. All development requires major site plan review except:
- (A) A structure with one (1) or two (2) dwellings;
 - (B) Nonresidential, interior remodeling which will cost twenty-five percent (25%) or less of the fair market value of the existing structure;
 - (C) An approved home occupation;
 - (D) An approved temporary use;
 - (E) An approved fence and a wall;
 - (F) An approved sign;
 - (G) An approved change of use;
 - (H) Minor site plan development; and
 - (I) A Development which the Director determines does not require a major site plan review if the development will not adversely affect the neighborhood and meets the purpose and intent of this Code.

- (2) Major site plan review shall occur prior to issuance of a planning clearance and a building permit.
- b. **Review Criteria.** The Director will approve the major site plan if the applicant demonstrates that the proposed development complies with:
- (1) Adopted plans and policies, such as:
 - (A) The Growth Plan and any applicable corridor, special area or neighborhood plans; and
 - (B) The Grand Valley Circulation Plan, trails plan and parks plan; conditions of any prior approvals;
 - (3) Other Code requirements, including:
 - (A) Rules of the zoning district;
 - (B) The Use-specific standards in Chapter Three;
 - (C) The design and improvement standards provided in Chapter Six; and
 - (4) Quality site design practices, including:
 - (A) The site shall be organized harmoniously and efficiently in relation to topography, the size and type of the property affected, the character and site design of adjoining property, and the type and size of structures. The site shall be developed to accommodate future growth in the neighborhood.
 - (B) To the maximum degree practical, the native floral bushes, grasses and trees and other landscaping shall be preserved, by minimizing vegetation disturbance and soil removal and by other appropriate site construction planning techniques. Wind and water erosion shall be minimized through site design.
 - (C) Fences, walls and live screening shall be provided to protect the neighborhood and the future uses of the site from adverse effects such as undesirable views, lighting and noise.
 - (D) Plant materials shall be in scale with the structures, the site and its uses and surroundings. Plantings should be arranged to harmonize in size, color, texture, and year-round characteristics of the structures and the site.
 - (E) The scale, character and orientation of structures shall be compatible with present and future uses.
 - (F) Exterior lighting shall be hooded so that no direct light is visible off the site.
 - (G) All utility service lines shall be underground including natural gas, electrical, telephone, and cable television lines.
 - (H) On-site parking, loading and vehicular and pedestrian circulation must be safe.
- accesses shall be arranged to minimize negative impacts on the neighborhood. Off-site and on-site improvements may be required for safe vehicular and pedestrian movement.

- (J) Emergency and utility vehicles must have obvious and ready access to all structures and areas of the site.
 - (K) Public facilities and utilities shall be available concurrent with the Development.
 - c. **The Application, Review and Decision-Making Procedures.** See Table 2.1 and Section 2.2.B.
 - d. **Validity.** Unless otherwise approved, a major site plan shall only be valid for 180 calendar days. If a building permit is obtained within said 180 calendar days, the major site plan approval shall be valid for as long as the building permit remains valid.
- 5. **Minor Site Plan.**
 - a. This review process may be used by the Director to review lesser-intensity projects if a limited review of zoning, parking, circulation, access and minor drainage changes will be adequate. Construction plans, based upon the approved final minor site plan and consisting of detailed specifications and diagrams illustrating the location, design and composition of all improvements identified in the final minor site plan and required by this Code, shall be submitted to the City for any project that necessitates the construction, reconstruction or modification of new or existing improvements. These documents shall include complete plans and specifications of all required improvements identified and approved as part of the final site plan phase for minor site plan review. The City shall keep the plans as a permanent record of the required improvements.
 - b. The Director may use this review process if the proposed project is limited to:
 - (1) A new structure of up to 1,000 gross square feet only for storage, mechanical room, *etc.* if water and sewer services are not provided and if no structures currently exist on the parcel;
 - (2) An addition to a structure of up 1,000 gross square feet or a new structure of up to 1,000 square feet on a lot with one (1) or more structures;
 - (3) An existing parking lot or existing work area to be paved with asphalt or concrete;
 - (4) A temporary office trailer;
 - (5) Similar low-impact uses; or
 - (6) A proposed residential subunit or accessory unit.
 - c. **Criteria.** To receive approval the applicant must demonstrate that the development:
 - (1) Complies with the Growth Plan; and any applicable corridor, special area and neighborhood plans;
 - (2) Complies with the adopted Grand Valley Circulation Plan, trails plan and parks plan;
 - (3) Will be located on property that is authorized for development by this Code;

- (4) Is consistent with the zoning and use provisions;
- (5) Meets parking, access and drainage requirements;
- (6) Is served by public facilities; and
- (7) Has or is eligible to receive all applicable local, state and federal permits.

- . **The Application, Review and Decision-Making Procedures** . See Table 2.1 and Section 2.2.B.
- e. **Validity.** Unless otherwise approved, a minor site plan shall only be valid for 180 calendar days. If a building permit is obtained within said 180 calendar days, the minor site plan approval shall be valid for as long as the building permit remains valid.

E. **Other Administrative Permits.**

1. **Fence Permit.**

- a. **Applicability.** No person shall erect or maintain a fence or wall unless the Director has issued a fence permit. A fence or wall that exceeds six feet (6') in height is considered a structure and requires a planning clearance and building permit instead of a fence permit. (3) Fences may be required in any development to restrict or direct access to other property, right-of-way or for aesthetic purposes. Fences must comply with Section 4.1.J of the Code, any design guidelines and other conditions of approval. A fence or a wall may vary from the standards in Section 4.1.J if approved as part of a development plan;
 - (1) In a proposed planned development zone; or
 - (2) On a site with a conditional use permit.
- b. **Criteria.** No fence shall be built unless the Director has approved a plan showing the type and method of construction, anchoring of the posts and gates; the distance between the fence and the property lines including right-of-way; and the height of the fence.
- c. **The Application, Review and Decision-Making Procedures.** See Table 2.1 and Section 2.2.B.
- d. **Validity.** A fence permit shall only be valid for 180 calendar days.

2. **Sign Permit.**

- a. **Applicability.** No person shall erect or display a nonexempt sign (see Section 4.2) unless the Director has issued a sign permit. An on-premise temporary sign may be erected without a permit if done as referred in Section 4.2.D. No person shall alter a sign face by painting or overlay such that the color, symbols, letters or other aspect is changed without a permit. Touching up or repainting existing letters, symbols, *etc.*, is maintenance and does not require a permit.

- b. **Criteria.**
 - (1) All signs shall be constructed and maintained in accordance with Section 4.2.
 - (2) A sign in a corridor overlay district shall comply with the design guidelines.
 - (3) The zoning district may further restrict and limit the type of sign.
 - (4) A sign shall be located on the property to which it refers unless permitted as off-premise sign. A sign shall be permanent except as allowed in Section 4.2.D.
 - (5) An exterior sign shall be designed to withstand a wind load of thirty (30) pounds per square foot.
 - (6) No person shall place on or attach any sign to any public property, including any curb, sidewalk, post, pole, hydrant, bridge, tree or other surface unless authorized by this Code or other City ordinance.
 - c. **The Application, Review and Decision-Making Procedures.** See Table 2.1 and Section 2.2.B.
 - d. **Validity.** A sign permit or clearance shall only be valid for 180 calendar days.
3. **Floodplain Development Permit.**
- a. **Applicability.** No person shall construct or maintain any use or structure nor make any development in a floodplain or within any area of special flood hazard (Section 7.1) unless the Director of Public Works and Utilities has issued a floodplain permit.
 - b. **Review Criteria.** The Director of Public Works and Utilities shall not issue a floodplain permit unless the applicant demonstrates conformance with Section 7.1 of this Code.
 - c. **The Application, Review and Decision-Making Procedures** are in Table 2.1 and Section 2.2.B. When base flood elevation data has not been provided in accordance with Section 7.1.C, the Director of Public Works and Utilities may use any flood elevation and floodway data available from a federal, state or other source as criteria to decide how and if construction, substantial improvements, or other development in the floodplain may be permitted.
 - d. **Director's Responsibilities.**
 - (1) **Record Keeping.** The Director of Public Works and Utilities shall obtain and maintain the following information:
 - (A) The actual elevation (relative to mean sea level) of the lowest floor (including basement) of each structure;
 - (B) For each new or substantially improved floodproofed structure, the actual elevation (relative to mean sea level) to which the structure has been floodproofed and the floodproofing certifications required in Section 7.1; and
 - (C) Records pursuant to Section 7.1.

- (2) Alteration of Watercourses. The Director of Public Works and Utilities shall require proof that the applicant has:
 - (A) Notified adjacent communities and the Colorado Water Conservation Board prior to any alteration or relocation of a watercourse. The Director of Public Works and Utilities shall submit evidence of such notification to the Federal Emergency Management Agency; and
 - (B) Demonstrated that maintenance is provided for within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
 - (3) FIRM Boundaries. The Director of Public Works and Utilities shall interpret the Flood Insurance Rate Maps (FIRM) to decide location of the boundaries of the areas of special flood hazard.
4. **Simple Subdivisions** (lot consolidations, lot splits, boundary adjustments and Plat corrections)
- a. **Purpose.** The simple subdivision process allows the Director to approve a minor lot adjustment and a lot split and to correct a minor error in a plat.
 - b. **Applicability.** If requested in writing by every owner and every lienor, the Director may allow the simple subdivision process to be used to:
 - (1) Consolidate one (1) or more lots;
 - (2) Create only one (1) additional lot;
 - (3) Change a boundary line between two (2) abutting lots or parcels; or
 - (4) Change a plat to:
 - (A) Correct an error in the description;
 - (B) Indicate monuments set after death, disability or retirement of the engineer or surveyor;
 - (C) Correct any monument;
 - (D) Correct a scrivener or clerical error such as lot numbers, acreage, street names and identification of adjacent recorded Plats;
 - (E) Correct an error in a legal description of adjacent property;
 - (F) Change a lot line in order to cure an encroachment on or over a lot line or an easement; or
 - (G) Change a lot line between lots if the number of lots does not increase.
 - c. **Criteria.** The Director will approve a simple subdivision if the applicant demonstrates that:
 - (1) All lots comply with this Code, including Section 3.6.B and the density provisions;
 - (2) There is no change to existing easements or right-of-way (additional easements or right-of-way may be dedicated);
 - (3) The right-of-way shown on the Grand Valley Circulation Plan is not changed;

- (4) The character of the plat and the neighborhood will not be negatively impacted; and
- (5) No portion of the property has been the subject of a lot split in the preceding ten (10) years.
- d. **Application and Review Procedures** are in Table 2.1 and Section 2.2.B, except:
 - (1) A general meeting is required;
 - (2) The neighborhood shall be given notice;
 - (3) A perfected appeal of a Director's decision shall be reviewed by the Planning Commission; and
 - (4) The final approval shall be the recording of the plat.

2.3 PERMITS REQUIRING PUBLIC HEARING

- A. Generally, the procedures for all applications have three (3) elements:
 - 1. Submittal of a complete application, including payment of fees;
 - 2. Review by City staff and other agencies; and
 - 3. A decision.
- B. **Common Elements of Procedures.** The following requirements are common to all applications. The times for the City to act are maximums stated in terms of working days. The Director may shorten any time frame specified herein.
 - 1. **General Meeting.** At a general meeting the applicant discusses the project with City staff in more depth to obtain general feedback and ideas. Based on the amount of detail and information the applicant presents, the staff shall attempt to give direction on a proposed project. After a general meeting a development application may be submitted. A general meeting is not required for all applications. The Director may waive the general meeting requirement if it is not likely to help the neighborhood or applicant.
 - 2. **Preapplication Conference.** A preapplication conference with City staff is highly recommended for most subdivisions, multifamily, commercial and industrial projects to:
 - a. Understand the project and the applicant's objectives;
 - b. Identify applicant deadlines such as property closing dates, preferred construction and operation dates;
 - c. Identify the needed approvals;
 - d. Identify the documents, plans, drawings, fees and other materials needed to complete the application;
 - e. Identify the most significant issues; and
 - f. Show the applicant how to meet the Code and other requirements.
 - 3. **Application Requirements.** The SSID Manual lists what is needed to apply for each type of permit. However, the particulars of a project may require different types or levels of information. At the preapplication conference, the Director will tell the applicant what information the applicant must supply to begin the assessment of the project. At any time during the process, the Director

may require additional information to respond to issues or concerns. The Director will list the requirements/information told to the applicant at the preapplication conference and place the list in the file.

- a. **Application Deadlines.** Important application deadlines are in the SSID Manual or by the Director's written policies.
 - b. **Application Fees.** The City Council sets fees in amounts sufficient to recover all or a portion of the taxpayer costs spent processing, giving notice, and reviewing development applications.
 - c. **Completeness.** The Director shall determine if the application is complete. If it is not complete, the Director shall notify the applicant and the submittal will be returned. The Director shall retain a copy of the checklist identifying any submittal deficiency.
4. **Neighborhood Meeting.** A neighborhood meeting should produce a better project through dialogue between the developer and neighbors leading to consensus.
- a. **Neighborhood Meetings.** Some neighborhood meetings are optional before an application is submitted. If a neighborhood meeting has not been held, then the review body may continue at the first public hearing regarding the project and require that a neighborhood meeting be held before the application is reviewed further if:
 - (1) Neighbor(s) lack significant information or have significant missing information about the project;
 - (2) Neighbor(s) have identified to the review body significant impacts that the developer has not addressed adequately; or
 - (3) Neighbor(s) have suggested to the review body reasonable changes to the project to lessen negative impacts or make improvements to the neighborhood.
 - b. **Required Neighborhood Meetings.** A neighborhood meeting shall be held after the general meeting or preapplication conference, but before an application is submitted.
 - c. **Limitations to Directed Neighborhood Meetings.** If a neighborhood meeting has been held within three (3) months before the application, the review body may not continue a hearing to require a neighborhood meeting. An applicant may always request a continuance during public hearing in order to have a neighborhood meeting.
 - d. **The Neighborhood.** All properties any part of which is located within a radius of 500 feet of any portion of the project are considered "the neighborhood." Each homeowner's association, condominium association, other organized neighborhood group (such as a merchants association), or any member's lot or parcel of which is within 1,000 feet of the project is part of the neighborhood, as are any other formal or informal organized groups known to the Director, which has registered with the Community Development Department is also considered "the

neighborhood.” The Director will keep a list of the contact persons and addresses of such groups.

- e. **Meeting Time and Location.** The applicant must provide a meeting room and must conduct the meeting. Meetings must be held on a weekday evening that is not a holiday beginning between 5:30 PM and 8:00 PM in a location that is accessible to the affected neighborhood. The Director may approve other times and locations. The meeting date, time and location must be approved by the Director. To qualify, a meeting must be held between 180 days and fourteen (14) days before the application.
- f. **Meeting Content and Conduct.** At the meeting, the applicant shall present its development plans, describe project impacts, describe ways to mitigate impacts, and facilitate a discussion and answer questions. The applicant decides the format and conduct of the meeting so that attendees have an opportunity to speak and to make written comments. City staff shall not organize or direct the meeting, but should gather information and explain the rules and requirements. Within seven (7) days of the meeting, the applicant must give the Director a written list of names and addresses of those given notice and those attending, along with a written summary of suggestions, comments, criticism and mitigating measures brought up by the applicant and attendees.
- g. **Notice.** The applicant shall provide written notice of the time, place and subject of the meeting to every owner and group in the neighborhood, as well as the City Community Development Department. The notice must be approved by the Director and shall be hand-delivered or delivered by first class mail. The notice must be hand-delivered or postmarked no later than ten (10) calendar days prior to the meeting.

5. **Procedures.**

Staff Review. Applications shall be reviewed by City staff and other appropriate agencies for compliance with City and agency codes and policies. Upon completion of staff review, the staff shall provide its comments in writing to the applicant.

- b. **Review by Other Agencies.** The staff shall forward copies of the applications to appropriate agencies for their comments. Examples of review agencies are:
 - (1) City departments;
 - (2) Telecommunications, gas, electric and other utilities;
 - (3) Irrigation, drainage, water and sewage, sewer provider special districts;
 - (4) School and fire agencies;
 - (5) Law enforcement;
 - (6) Mesa County staff, Planning Commission, or Board of Commissioners;

- (7) State agencies (*e.g.*, Colorado Geologic Survey, Colorado Department of Transportation, Colorado Department of Natural Resources, Colorado Division of Wildlife, *etc.*); and
- (8) Federal agencies (*e.g.*, Federal Emergency Management Agency, Bureau of Land Management, U.S. Army Corps of Engineers, *etc.*).

Agency and Department Comments. The agencies' review will be advisory in character, and does not constitute approval or disapproval. All comments shall be forwarded to the applicant for response.

Applicant's Response. An application submitted to the City for review must be diligently pursued and processed by the applicant. Accordingly, if the applicant, within ninety (90) calendar days of mailing of the City's review comments on any submittal (or resubmittal) of an application for approval of a e. development application, does not resubmit revised documents to address comments from the City, the development application shall lapse and become null and void. The Director may grant one (1) extension of the foregoing ninety (90) day requirement, not to exceed thirty (30) days in length.

Review of Response. The Director shall determine if sufficient information has been provided to schedule the application for a hearing. If the Director deems the application insufficient for such purposes, he shall notify the applicant. The applicant shall be allowed additional resubmittals and responses before the application is scheduled for a hearing.

6. **Notice.**

a. **Purpose.** Notice of public hearings allow for community input and due process (the opportunity to be heard) for the applicant and neighbors. Accordingly, nothing herein shall prohibit the Director from providing public notice beyond that legally required, at the applicant's cost.

b. **Published Notice.**

- (1) Unless otherwise provided in this Section a notice setting forth the date, time, place and purpose of such a public hearing, the name of the applicant and identification of the subject property must be published at least once. The Director shall be responsible for giving notice.
- (2) In computing notice time, the day of the hearing shall be excluded.
- (3) The applicant shall either provide the information for the notice, or pay the City to prepare the information.

c. **Mailed Notice of Public Hearing.**

- (1) The Director must mail notice of a public hearing, as required in Table 2.3, by first class U.S. Mail at the applicant's cost to each owner at the address on file with the Mesa County, Colorado Assessor.
- (2) At the applicant's cost, the Director shall also give notice to each person who attended any required neighborhood meeting.

- (3) Mailed notice shall state the date, time and place of the hearing, a general description of the proposal, the location of the project, a statement explaining that any person will be heard at the public hearing and other such requirements. Newspaper clippings of the published notice shall not be used for mailed notice. Notice shall be delivered by first class U.S. mail.
- d. **Property Sign.** When required by Table 2.3, the applicant shall post approved signs giving notice of the application. The applicant shall post at least one (1) sign on each street frontage of the property at least ten (10) calendar days before the initial public hearing. The applicant shall maintain the sign(s) on the property until the day after the final public hearing.
- e. **Combined Notice.** If a project requires action on several permits at the same hearing, the Director may provide for a single, combined notice.
- f. **Substantial Compliance.** Notice is sufficient if there is complete substantial compliance with the requirements of this Section. For example, minor errors in the words of the notice, or in the number of signs on a property (where multiple signs are required) will not invalidate the notice. On the other hand, the requirements of the number of days of notice, the general type of notice for the correct time, date and place of a hearing, and the location of the property must be completely correct. If a question arises, the decision making body shall decide if adequate notice was given.

Table 2.3
PUBLIC HEARING NOTICE PROVISIONS

Type of Submittal or Request	Published Notice When Published ¹ (minimum calendar days before hearing)	Mailed Notice First Class Mail ²	Sign Notice Required ^{3, 4}
Growth Plan Map Amendment	7 Days	Owners within 500 ft. ⁵	Yes ⁵
Growth Plan Text Amendment	7 Days	Not Applicable	No
Subdivision Preliminary Plat	7 days	Owners within 500 ft.	Yes
Planned Development ODP	7 days 7 days	Owners within 500 ft. Owners within 500 ft.	Yes Yes
Rezoning & Map Amendment	7 days	Owners within 500 ft. ⁵	Yes ⁵
Code Text Amendment	7 days	Not Applicable	No
Zoning of Annexation	7 days	Owners within 500 ft. ⁵	Yes ⁵
	7 days	Owners within 500 ft.	Yes
Historic Preservation	7 days	Not Applicable	No
Variance – ZBOA	7 days	Owners within 500 ft.	Yes
Variance – Council	Not Applicable	Not Applicable	No
	7 days	Owners within 500 ft. Including Utilities	Yes
Grand Valley Circulation Plan Amendment	7 days	Not Applicable	No
Revocable Permit	Not Applicable	Not Applicable	No
Institutional & Civic	7 days	Owners within 500 feet	Yes

Type of Submittal or Request	Published Notice When Published ¹ (minimum calendar days before hearing)	Mailed Notice First Class Mail ²	Sign Notice Required ^{3, 4}
Facility Master Plans			
Vested Rights	Once within 10 days of approval	Not Applicable	No
<p>Footnotes:</p> <p>¹ All published notice shall be published in a local newspaper of general circulation recognized by the City.</p> <p>² All mailed notice must be postmarked no less than ten (10) days before a Public Hearing and must include each homeowner's associations (HOAs) or other group registered with the Community Development Department within 1,000 feet.</p> <p>³ Signs must be posted at least ten (10) calendar days before the initial Public Hearing and remain posted until the day after the final hearing.</p> <p>⁴ One (1) sign per street frontage is required for zones of annexation of multiple parcels.</p> <p>⁵ Mailed Notice and Sign Posting is not required for Growth Plan map amendments, rezonings, or zoning of annexations for requests relating to more than five percent (5%) of the area of the City and/or related to a Citywide or area plan process.</p>			

7. **Request for a continuance prior to hearing.**
 - a. An applicant shall have the right to one (1) continuance before the Planning Commission, Zoning Board of Appeals or City Council, only if a written request is filed with the City Clerk at least five (5) business days before the hearing.
 - b. An applicant requesting a continuance shall make reasonable efforts to notify all persons previously advised of the hearing that a continuance has been requested. Reasonable efforts shall include, but not be limited to, personal notice, broadcast or print media notice and any other form of notice determined by the Director to be reasonable. The applicant shall reimburse the City and provide all materials necessary to provide written notice of the rescheduled public hearing date to surrounding property owners in the same manner and with the same time schedule as the original date.
 - c. The review body shall grant one (1) continuance to a time, place and date certain, without taking any testimony, except pertaining to the adequacy of the notice.
8. **Withdrawal of Application.** Before a hearing on an application is opened, the applicant may request in writing that the application be withdrawn. Fees will not be refunded. An applicant may ask to withdraw after the hearing is opened, but the decision making body will decide whether or not to approve the request.

9. **Public Hearing Procedures.**
 - a. **Timing.** The Director shall schedule an application for hearing only when all issues have been resolved and a determination of compliance with all codes and regulations is made.
 - b. **Applicant's Option.** An applicant has the right to request a hearing at any time during the review process.
 - c. **Conduct of Hearing.**
 - (1) Any person may offer relevant information in writing or in person. Every speaker representing one (1) or more other persons shall state his/her name, street address, and if an organization or group, the name and mailing address of the organization or group.
 - (2) The Director's written report and recommendations should be available three (3) calendar days before the public hearing.
 - (3) The Chair shall exclude testimony and evidence that is irrelevant, immaterial, unduly repetitious or disruptive. Ordinarily no one presenting testimony or evidence may ask questions of other persons appearing as witnesses; although the chairperson of the body may ask questions suggested by a person presenting testimony. At any point, members of the body conducting the hearing may ask questions of the applicant, staff or public.
 - (4) No person shall knowingly make a false statement nor present false, deceptive or slanderous testimony, comment or remarks at a public hearing.
 - c. d. **Continuance.** The decision making body may grant a continuance to:
 - (1) Increase the efficiency of the development review process;
 - (2) Reassess a design or a position;
 - (3) Reconsider an application; and/or
 - (4) Obtain coordinated and harmonious development.
 - d.e. **Additional Rules.** The body conducting the hearing may adopt its rules of procedure to limit the number of applications for development approval to be considered per meeting and to limit the time for each presentation or speaker.
10. **Decision-Making.** The decision making body shall make decisions based on policies, standards, plans, recommendations, the applicable law, the testimony and information presented at the hearing.
 - a. **Authority to Condition Development Approvals.** The decision making body may impose conditions to protect the neighborhood, implement this Code and other rules and regulations and ensure compliance with any applicable policy or requirement.

Planning Commission as Recommending Body to City Council. If the Planning Commission is the recommending body pursuant to Table 2.1, recommendations shall be forwarded to the City Council.

11. **Scope of Action.** The review body may take any action regarding the application that is consistent with notice, including approval with conditions or denial. The reviewing body may allow the applicant to amend the application if the amendment reduces the project density or FAR, reduces the impact of the project, or the amount of land involved in the project.
12. **Post-Decision Proceedings.**
 - a. **Rehearing.** Any aggrieved person, including the Director and the Director of Public Works and Utilities may request a rehearing, (Section 2.18) or file an appeal of a final action (Section 2.18).
 - b. **Amendments and Revisions to Approval.**
 - (1) The Director may approve corrections and revisions he deems to be minor to an approved application, in writing, subject to appeal to the decision-maker. A minor revision is one necessary in light of technical considerations that does not substantively change the character of the development approval.
 - (2) The Director must give five (5) days notice of such corrections by posting at City Clerk agenda board.
13. **Validity.**
 - a. **Noncompliance.** Upon a finding that any of the following conditions exist, all activities taken pursuant to such development application shall immediately cease, and no person shall continue construction or make use of or maintain any activity pursuant to such approval if:
 - (1) The applicant fails to satisfy any condition of the approval;
 - (2) The applicant fails to timely complete all work and construction set forth in a Development Improvements Agreement. If no time limit for satisfaction of conditions is specified in the original or revised approval of the development application, the time shall be presumed to be one (1) year from the date of approval; or
 - (3) The applicant fails to fulfill any promise made in writing or at any public hearing.
 - b. **Extension Procedures.**
 - (1) Considerations. Development approval deadline or a development phasing schedule may be set for greater than one (1) year, but not more than ten (10) years by the decision-making body. The decision-making body may extend any deadline if the applicant demonstrates why the original effective period or development phasing schedule was not sufficient and cannot be met. The decision making body shall consider when deciding to extend or change any deadlines if development regulations materially

changed so as to render the project inconsistent with the regulations prevailing at the time the extension would expire.

- (2) Requests. A request to extend any deadline shall be submitted in writing to the Director prior to the expiration of the original approval or deadline.
14. **Continued Compliance.** The owner of property which has been developed shall maintain the property and all infrastructure in order to remain in substantial compliance with all approved plans and conditions of approval. Failure to remain in substantial compliance, including the replacement of dead or diseased plants shall constitute a violation of this Code.
15. **Revocation of Permit or Approval.**
 - a. Director Duties. If the Director determines there are one (1) or more reasons to revoke a development permit or approval, he/she shall set a hearing before the decision-maker. If the Director made the planning clearance decision, then the Zoning Board of Appeals shall conduct the hearing. If the City Council decided, it may refer the proposed revocation to the Planning Commission for a recommendation hearing.
 - b. Notice and Hearing. Notice and hearings for a revocation are the same as for the original application.
 - c. Decision and Appeals. A decision to revoke a Development permit shall become final fourteen (14) calendar days after the date the decision is rendered, unless appealed. After such effective date of revocation, any activities continuing pursuant to such permit shall be deemed to be in violation of the Code.
 - d. Right Cumulative. The Director's right to revoke any approval, development permit, or other privilege or right, shall be cumulative to any other remedy.
16. **City Initiated Requests.** The City Manager, any Department Director or City Council may apply for a Development permit on behalf of the City, without payment of fees.

2.4 GROWTH PLAN CONSISTENCY REVIEW

- A. **Purpose.** Because the Growth Plan and accompanying Future Land Use Map (the "Plan" or "Plan and Map") are comprehensive, complex documents, it is important that a formal consistency review process be provided to determine if a Development proposal is appropriate and consistent with the plan and map.
- B. **Applicability.** An Applicant, the Director, City Planning Commission, County Planning Commission or City Council may request a formal consistency review for any proposed project.
 1. **Jurisdiction.** Authority for determining consistency will be governed by geographic location:
 - a. Within the City limits, the City solely may interpret for Plan consistency; and

- b. Outside of the City limits, but within the Urban Growth Area, consistency shall be determined jointly by the City and County pursuant to the intergovernmental agreement #MCA dated April 12, 1999.
 2. **Concurrent Review.** The plan consistency review process should be processed at the same time as related development requests (*e.g.*, rezoning and subdivisions).
- C. **Review Criteria.** The reviewing entity may find that:
 1. The proposed development is consistent with all applicable portions of the plan, or the overall intent of the plan if two (2) or more of the applicable portions of the plan appear to conflict; or
 2. The proposed development is inconsistent with one (1) or more applicable portions of the plan, or the overall intent of the plan if two (2) or more of the applicable portions of the plan appear to conflict.
- D. **Decision-Maker.**
 1. **Areas Outside of City.** For all plan consistency review requests relating to property located outside of the City but within the Joint Urban Planning Area which is not expected to be then annexed and is not currently subject to an annexation petition, the Director and County staff shall recommend and the City and County Planning Commissions separately shall make a determination of consistency. A finding of consistency by both Planning Commissions shall be required for a project to be deemed consistent with the Plan. Such Planning Commissions' decision is final and may not be appealed under this Code.
 2. **Areas Inside of City.** For plan consistency review requests related to property within the City, or which is expected to be annexed, the Director and City Planning Commission shall recommend and the City Council shall take final action.
 3. **Finding of Inconsistency.** If the finding is that the proposal is inconsistent with the plan, development may not proceed until either the plan is amended, or the proposed development is changed so that it is consistent with the plan, or both.
- E. **Application and Review Procedures.** Procedures are in Table 2.1 and Section 2.3.B, with the following modifications:
 1. Based on the location of the property, plan consistency review requests shall first be referred to the applicable jurisdiction for consideration consistent with the respective administrative policies of each, the Persigo Agreement, this Code, and other adopted plans and agreements.
 2. **Application Requirements.** Consistency review requests shall be considered concurrently with all related development requests. To request such a review the applicant shall, at a minimum, provide a written statement describing the project's consistency with the Future Land Use Map and the applicable goals and policies contained in the text of the Growth Plan. If the applicant believes there are conflicts between the text and the map or within the text itself, he shall provide a written rationale as to which of the items in conflict best suits the

overall intent and purpose of the plan.

3. **Hearing.** Where action by the City and the County is required for a particular request, the Director will attempt to arrange a joint hearing of City and County Planning Commissions, although such joint hearings are not required. If a joint hearing is held, the chairpersons shall jointly determine how to conduct such a hearing, although each commission shall vote separately.
4. **Timing.** If the City and County take separate, then the action of the first party shall control if thirty (30) calendar days pass without the action of the other.

2.5 GROWTH PLAN AMENDMENT (GPA)

- A. **Purpose.** In order to maintain internal consistency within the Growth Plan, consistency determinations and proposed amendments to the Growth Plan and Future Land Use Map must be consistent with the stated purposes, goals and policies included in the plan.
- B. **Applicability.** All proposed amendments to the text of the Growth Plan or Future Land Use Map shall comply with the provisions of this Section 2.5. Any proposed Development that is inconsistent with any goals or policies of the Growth Plan or Future Land Use Map shall first receive approval of a Growth Plan amendment.
 1. **Jurisdiction.** For property within the City limits or which will be annexed, the City shall decide if the plan should be changed. Together, the City and the County shall decide questions of amending the plan for property that is outside the City and will not then be annexed, but within the Urban Growth Area (UGA) and for all text amendments.
 2. **Concurrent Review.** A Growth Plan Amendment request shall not be considered concurrently with any other development review process.
- C. **Review Criteria.** The City and County shall amend the plan if each finds that the amendment is consistent with the purpose and intent of the plan and if:
 1. There was an error such that then existing facts, projects, or trends (that were reasonably foreseeable) were not accounted for;
 2. Subsequent events have invalidated the original premises and findings;
 3. The character and/or condition of the area have changed enough that the amendment is acceptable and such changes were not anticipated and are not consistent with the plan;
 4. The change is consistent with the goals and policies of the plan, including applicable special area, neighborhood and corridor plans;
 5. Public and community facilities are adequate to serve the type and scope of land use proposed;
 6. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and
 7. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.
- D. **Decision-Maker.**
 1. **Outside of City.** The City and County Planning Commissions shall consider

requests concerning property located outside of the City, but within the Urban Growth Area (UGA), which will not be then annexed. The City Planning Commission is the City's final action and may not be appealed. Affirmative action by both Commissions is required for an amendment.

2. **Inside of City.** Concerning property within the City, or which will be annexed, the Director and City Planning Commission shall recommend and the City Council's action is the City's final action.
 3. **Failure of Amendment.** If an amendment request fails, any pending Development application must be changed to be consistent with the plan.
- E. **Application requirements and processing procedures** are in Table 2.1 and Section 2.3.B, except:
1. **Deadlines.**
 - a. Map amendments and all text amendments shall be processed two (2) times per year according to a schedule adopted by the Director.
 - b. Extraordinary Amendments. For property within the City, the City Council may authorize an extraordinary review if the failure to provide immediate review would mean: a public loss of some sort; some inability to meet City goals or policies, such as economic development, redevelopment, infill development, affordable housing; or significant diminution of property value or significant increase in expense to an owner.
 2. **Application Requirements.**
 - a. Minimum Requirements. In making a request for a plan amendment the applicant shall address each of the criteria provided in this Section.
 - b. Optional Materials. In addition to the required written descriptions, justifications and responses, the City Council, Planning Commission or staff may request additional documents, reports, studies, plans and drawings as deemed necessary to fully evaluate the request. The Applicant may submit additional relevant materials.
 3. **Notice.**
 - a. Property Sign. Signs giving notice are not required for text amendment requests, nor for map amendments initiated by the City as a Citywide or area plan process or requests relating to more than five percent (5%) of the area of the City.
 - b. Mailed Notice. A mailed notice is not required for a map amendment request relating to more than five percent (5%) of the area of the City and/or related to a Citywide or area plan process, or for text amendment requests; however, the Director shall give notice in an advertisement in a local newspaper of general circulation. (Section 2.3.B.6)
 4. **Hearing.** If action by the City and the County is required, the Director will attempt to arrange a joint meeting of City and County Planning Commissions, although such joint meetings are not required. If a joint hearing is held, the chairpersons shall jointly determine how to conduct such a hearing. Each

commission shall vote separately.

5. **Timing.** If both the City and County should act and thirty (30) calendar days have passed without action by the second party, the decision of the first party shall control.

2.6 CODE AMENDMENT AND REZONING

- A. **Approval Criteria.** In order to maintain internal consistency between this Code and the Zoning Maps, map amendments must only occur if:
 1. The existing zoning was in error at the time of adoption;
 2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, *etc.* and such changes were not anticipated and are not consistent with the plan;
 3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances;
 4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans and policies, the requirements of this Code, and other City regulations and guidelines;
 5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;
 6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and
 7. The community or neighborhood will benefit from the proposed zone.
- B. **Decision-Maker.**
 1. The Director and Planning Commission shall make recommendations and the City Council shall make the final decision. Either the Planning Commission or the City Council may add additional property to be considered for a zoning change if such additional property is identified in the notice, in accordance with Section 2.3.B.6.
- C. **Application and Review Procedures.** Application requirements and processing procedures are in Table 2.1 and Section 2.3.B except:
 1. **Text Amendment.** An application for an amendment to the text of this Code shall address in writing the reasons for the proposed amendment.
 2. **Notice.**
 - a. **Property Sign.** Notice signs are not required for a rezoning request initiated by the City as a City-wide or area plan process, nor for a text amendment.
 - b. Mailed Notice is not required for a rezoning request relating to more than five percent (5%) of the area of the City and/or related to a City-wide or area plan process, nor for any text amendment request. The Director shall give notice in a local newspaper of general circulation (Section 2.3.B.6).

2.7 CONCEPT PLAN

- A. **Purpose.** The concept plan review is an optional process that provides an applicant with a general, nonbinding reaction from the Planning Commission prior to submittal of a development application.
- B. An applicant can get a concept plan review for any development that requires Planning Commission approval.
- C. **Decision-Maker.** Planning Commission members should react, comment, question, critique and give direction to assist the applicant with preparing a subsequent application for a development permit. Such comments should not be taken as an indication of how the members may vote on any subsequent application for a development permit. To keep the concept plan informal, the Planning Commission shall not vote on any portion of the concept plan.
- D. **Application and Review Procedures** are in Table 2.1 and Section 2.3.B except:
 - 1. Staff Review, Report and Recommendations. While he may, the Director is not required to review the plan, nor must he circulate the plan to other agencies, nor is he required to produce a report or make recommendations.
 - 2. Notice. Notice is not required, but will be given if requested by the applicant.

2.8 SUBDIVISIONS

- A. **Purpose.** No person shall record a plat of a subdivision nor prepare or execute any documents which purports to create or creates a new parcel, nor record or execute a deed of trust or a mortgage descriptive of the property other than all of a lot or parcel unless such plat, deed, deed of trust or mortgage has been approved by the City and unless it conforms to all of the provisions of this Code. The purpose of this Section 2.8 is to:
 - 1. Ensure conformance with the Growth Plan and other adopted plans including all corridor design guidelines;
 - 2. Assist orderly, efficient and integrated development;
 - 3. Promote the health, safety, and welfare of the residents of the City;
 - 4. Ensure conformance of land subdivision plans with the public improvement plans of the City, County and State;
 - 5. Ensure coordination of the public improvement plans and programs of the several area governmental entities;
 - 6. Encourage well-planned and well-built subdivisions by establishing minimal standards for design and improvement;
 - 7. Improve land survey monuments and records by establishing minimal standards for survey and plats;
 - 8. Safeguard the interests of the public, the homeowner, and the subdivider;
 - 9. Secure equitable handling of all subdivision plans by providing uniform procedures and standards;
 - 10. Ensure that pedestrian and bicycle paths and trails are extended in accordance with applicable City plans;

11. Preserve natural vegetation and cover, and to promote the natural beauty of the City;
12. Prevent and control erosion, sedimentation, and other pollution of surface and subsurface water;
13. Prevent flood damage to persons and properties;
14. Restrict building in areas poorly suited for building or construction;
15. Prevent loss and injury from landslides, mudflows, and other geologic hazards;
16. Ensure adequate public facilities and services are available or will be available concurrent with the projected impacts of the subdivision; and
17. Ensure the proposal will not impose hardship or substantial inconvenience to nearby landowners or residents.

B. Preliminary Plat.

1. **Applicability.** The preliminary plat provides general graphic information and text indicating property boundaries, easements, land use, streets, utilities, drainage, open space, parks and other information required to evaluate a proposed subdivision. A preliminary plat shall be required for every subdivision except as otherwise provided for herein.
2. **Review Criteria.** A preliminary plat will not be approved unless the applicant proves compliance with the purpose portion of this Section and with all of the following criteria:
 - a. The preliminary plat will be in conformance with the Growth Plan, Grand Valley Circulation Plan, Urban Trails Plan and other adopted plans;
 - c. The Subdivision standards in Chapter Six;
 - dc. The Zoning standards in Chapter Three;
 - ed. Other standards and requirements of this Code and other City policies and regulations;
 - fe. Adequate public facilities and services will be available concurrent with the subdivision;
 - gf. The project will have little or no adverse or negative impacts upon the natural or social environment;
 - hg. Compatibility with existing and proposed development on adjacent properties;
 - ih. Adjacent agricultural property and land uses will not be harmed;
 - ji. Is neither piecemeal development nor premature development of agricultural land or other unique areas;
 - k. j. There is adequate land to dedicate for provision of public services; and
 - lk. This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities.
3. **Decision-Maker.** The Planning Commission is the decision-maker for all applications for preliminary plats.

Application and Review Procedures are in Table 2.1 and Section 2.3.B.a.

Application Requirements. In an effort to expedite final plat approval, the applicant may provide more detailed information than is required for preliminary plat review.

- b5. **Validity.** The applicant may propose a development phasing schedule at the time of application for a preliminary plat for consideration by the Planning Commission. In the absence of an approved phasing schedule, preliminary plat approval shall be valid for only one (1) year, during which the applicant shall obtain final plat approval for all or a portion of the property. If a portion of the property in the preliminary plat is final platted within one (1) year, the rest of the preliminary plat shall be automatically renewed for an additional one (1) year following the recording of each final plat, unless the Director notifies the applicant, in writing, to the contrary. The applicant shall plat the entire property included in the preliminary plat within five (5) years of the initial plan approval date. After five (5) years, approval of unplatted portions of the preliminary plat shall be considered void unless an extension is requested and approved by the decision making body.

C. Final Plat.

1. **Applicability.** The final plat provides detailed graphic information and associated text indicating property boundaries, easements, streets, utilities, drainage, and other information required for the maintenance of public records of the subdivision of land. A final plat shall be required for all subdivisions. The final plat shall conform to the approved preliminary plat. If a minor revision of a preliminary plat is required, the review of the revised preliminary plat may, at the discretion of the Director, proceed concurrently with final plat review.
2. **Approval Criteria.** The final plat shall demonstrate compliance with all of the following:
 - a. The same criteria as the preliminary plan in Section 2.8.B; and
 - b. The preliminary plat approval and any conditions attached thereto. A portion of the land area within the preliminary plat may be approved for platting.
3. **Decision-Maker.** The Director shall approve, conditionally approve or deny all applications for a final plat, unless the Planning Commission in its discretion, has required the final plat be returned to them for final action. In such cases, the Director shall provide a recommendation concerning the final plat.
4. **Application and Review Procedures.** Application requirements and processing procedures shall comply with those described in Table 2.1 and Section 2.2.B, with the following modifications:
 - a. Review of Covenants. The City Attorney shall review and approve all covenants and restrictions prior to final plat approval.
 - b. Notice. Notice of a final plat is not required unless the Planning Commission elects to take final action. In such instances, notice shall be

provided in the same manner and form as is required with a preliminary plat.

- c. **Form of Final Action.** The form of final approval by the Director shall be the recording of the plat as per Section 2.8.E. If the Planning Commission approves the final then the applicant's surveyor or engineer shall then make any changes necessary or required to comply with final approval conditions. The plat shall then be recorded within one (1) year of action by the Planning Commission or as directed in the approved phasing plan/development schedule.

D. Construction Plans.

1. **Applicability.** Construction plans, based upon the approved final plat and/or site plan and consisting of detailed specifications and diagrams illustrating the location, design and composition of all improvements identified in the final plat phase and required by this Code, shall be submitted to the City for any project that necessitates the construction, reconstruction or modification of new or existing improvements. These documents shall include complete plans and specifications of all required improvements identified and approved as part of the final plat phase. The City shall keep the plans as a permanent record of the required improvements.
2. **Approval Criteria.** The construction plans shall be prepared in conformance with the approved final plat and the City's adopted standards for public improvements including those contained in this Code.
3. **Decision-Maker.** The Director shall approve, conditionally approve or deny all applications for subdivision construction plans.
4. **Application and Review Procedures.** Application requirements and processing procedures shall comply with those described in Table 2.1 and Section 2.2.B, with the following modifications:
 - a. **Application Requirements.** Construction plans shall be prepared for all subdivision improvements and public improvements for all other developments as required by and in accordance with this Code, the SSID Manual, the TEDS Manual and all other applicable adopted City codes and policies. A completed Development Improvements Agreement (DIA) for the public improvements and acceptable guarantee is required to be submitted with the construction drawings. As-built plans must be submitted to the Director prior to acceptance of public improvements for City maintenance.

E. Recording of Subdivisions. The Director shall record all final plats and related documents as follows:

1. The original plat, together with any other required documentation such as, but not limited to the following, shall be submitted for recording along with all necessary recording fees: a Mylar copy and one (1) 11" x 17" Mylar reduction; improvements agreements; powers of attorney; easement or right-of-way dedications not shown on the plat; covenants; evidence of incorporation of

homeowners association; deeds conveying property to the homeowners association; *etc.* The plat shall contain notarized signatures of each owner of the property, necessary engineer's and surveyor's signatures, and corporate seal, if required. All signatures on the plat shall be in permanent black ink.

2. The Director shall obtain the applicable signatures of public officials required on the plat. Upon review and payment of fees by the applicant, the Director shall record the plat at the office of the County Clerk and Recorder.
3. Upon recording the plat, applications for planning clearances and building permits may be submitted in accordance with the provisions of this Code.
4. If the applicant does not complete all steps in preparation for recording within one (1) year of approval of the final plat, the plat shall require another review and processing as per the final plat processing procedure and shall then meet all the required current Code and regulations at that time. One (1) extension of six (6) months may be granted by the Director.

F. **Guarantees for Public Improvements.**

1. Except as provided herein, before the plat is recorded by the Director, all applicants shall be required to complete, to the satisfaction of the Director, all street, sanitary, and other public improvements, as well as lot improvements on the individual lots of the subdivision or addition as required by this Code. The required improvements shall be those specified in the approved construction plans: or
2. As a condition of final plat approval, the City shall require the applicant to enter into a Development Improvements Agreement and post a guarantee for the completion of all required improvements as per Section 2.19.

2.9 CONDOMINIUMS AND LEASE HOLDINGS

- A. **Purpose.** The purpose of this Section 2.9 is the same as that of the major subdivision process.
- B. **Applicability.** The Subdivision of a structure into condominium ownership, consisting of a separate estate in an individual air space unit of a multiunit property together with an undivided interest in common elements, all as defined in Sections 38-33-101 *et seq.*, C.R.S. and 38-33.3-101, *et seq.*, C.R.S. shall be created through this process, which is generally the same as the process for a major subdivision of land. Standards set forth in the Colorado Revised Statutes (C.R.S.) and in this Section are applied to this type of subdivision to ensure consistency with the City's Growth Plan, adopted codes and policies and to ensure the maintenance and upkeep of common areas for the protection of individual unit owners. This Section also shall apply to leaseholdings if leasehold interest is applying to obtain development rights similar to a platted lot or parcel and the development is separate from the principal parcel from which the leaseholding is created. Nothing herein shall prohibit the creation of leaseholdings outside of this process. Leaseholdings created outside of this process shall not be recognized by the City as being separate lots or parcels with development rights that are separate and apart from those enjoyed by the principal

- parcel from which the leasehold interest is created.
- C. **Approval Criteria.**
1. The condominiumization of a structure shall comply with:
 - a. Sections 38-33-105 and 38-33-106, C.R.S.;
 - b. The approval criteria for a Major Subdivision Preliminary Plan (Section 2.8.B.); and
 - c. The Condominium of individual air space units and limited common elements, as defined in Section 38-33.3-103, C.R.S. and general common elements, as defined in Section 38-33-106, C.R.S. may be constructed or retrofitted with a minimum one-hour fire wall, pursuant to Section 38-33.3-106, C.R.S.
 2. The creation of a leaseholding shall meet the same criteria as a simple subdivision as provided in Section 2.2.E.4.
- D. **Decision-Maker.** The Director shall make recommendations and the Planning Commission shall approve, conditionally approve, or deny all applications for a Condominium or leaseholding, except the Director shall approve, conditionally approve, or deny all applications for a nonresidential Condominium.
- E. **Application and Review Procedures.** The procedures for creation of a condominium are the same as are those required for final plat of a major subdivision with the following modifications:
1. **Preliminary Plan.** Approval of a preliminary plan is not required. An applicant can choose to submit the final condominium plat as the first step in the process. If the project has already been reviewed by the Planning Commission through some other process, such as Preliminary Plan or Conditional Use Permit, the final plat may be reviewed and approved by the Director.
 2. **Application Materials.** The applicant shall submit an application and a plat or map to the Director which shall be in conformance with state law, the SSID Manual, and other applicable regulations. Applicants shall demonstrate that a common interest community shall be shown in detail in two (2) dimensions on a plat or in three (3) dimensions on a map, however, a map is required for a common interest community with units having a horizontal boundary. A plat and map may be combined.
 3. **Condominium Declarations.** The Condominium Application shall:
 - a. Include a condominium declaration (Sections 38-33-105, 38-33-105.5 and 38-33.3-205, C.R.S.);
 - b. Address the exercise of development rights (Section 38-33.3-210, C.R.S.); and
 - c. Include the Unit Owner's Association Bylaws (Section 38-33-106, C.R.S.).
 4. **Adjustments and Amendments to Condominiums.** The boundary lines shall be amended in accordance with this Section 2.9 and the applicable Sections 38-33-101 *et seq.*, C.R.S. Plats or maps shall be amended or vacated in accordance with this Chapter Two and the applicable Sections 38-33-101 *et seq.*, C.R.S.

2.10 VACATION OF PLATS

- A. **Purpose.** This Section is intended to provide a process for the vacation of plats and subdivisions that are no longer viable and to ensure the vacation will not have any adverse impacts on the applicant or surrounding property owners.
- B. **Applicability.** If a plat has not been developed or has been partially developed and the owner desires to vacate the undeveloped portion thereof, then the owner may apply for a vacation of the plat.
- C. **Approval Criteria.** The vacation of the plat shall conform to all of the following:
 - 1. The Growth Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City;
 - 2. No parcel shall be landlocked as a result of the vacation;
 - 3. Access to any parcel shall not be restricted to the point that access is unreasonable, economically prohibitive, and/or reduces or devalues any property affected by the proposed vacation;
 - 4. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (*e.g.*, police/fire protection and utility services); and
 - 5. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of this Code.
- D. **Decision-Maker.** The Director shall make recommendations and the Planning Commission shall approve, conditionally approve or deny all applications for a plat vacation. If the plat to be vacated includes right-of-way or easements, the Director and Planning Commission shall make recommendations and the City Council shall approve, conditionally approve or deny all applications for a plat vacation.
- E. **Application and Review Procedures.** The procedures for plat vacations are the same as those required for a major subdivision except that no preliminary plan is required.

2.11 VACATIONS OF PUBLIC RIGHTS-OF-WAY OR EASEMENTS

- A. **Purpose.** The purpose of this Section is to permit the vacation of surplus rights-of-way and/or easements.
- B. **Applicability.** Applications for vacation of any street, alley, easement or other public reservation may be made by the City or by any owner of property on which the street, alley or public reservation lies or adjoins.
- C. **Approval Criteria.** The vacation of the right-of-way or easement shall conform to the following:
 - 1. The Growth Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City;
 - 2. No parcel shall be landlocked as a result of the vacation;

3. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;
 4. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (*e.g.* police/fire protection and utility services);
 5. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of this Code; and
 6. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, *etc.*
- D. **Decision-Maker.** The Director and Planning Commission shall make recommendations and the City Council shall approve, conditionally approve or deny all applications for a vacation of a right-of-way or easement.
- E. **Application and Review Procedures.** Application requirements and processing procedures are described in Table 2.1 and Section 2.3.B, with the following modifications:
1. **Recording.** All vacations shall be recorded with the Mesa County Clerk and Recorder.

2.12 PLANNED DEVELOPMENT (PD)

- A. **Purpose.** The Planned Development (PD) district is intended to apply to mixed-use or unique single use projects to provide design flexibility not available through strict application and interpretation of the standards established in Chapter Three. The PD zone district imposes any and all provisions applicable to the land as stated in the PD zoning ordinance. The purpose of the PD zone is to provide design flexibility as described in Section 5.1. Planned Development rezoning should be used only when long-term community benefits that may be achieved through high quality development will be derived. Long-term community benefits include:
1. More efficient infrastructure;
 2. Reduced traffic demands;
 3. More usable public and/or private open space;
 4. Recreational amenities; and/or
 5. Needed housing choices.
- B. **Outline Development Plan (ODP).**
1. **Applicability.** An Outline Development Plan is an optional, but encouraged first step prior to an application for a preliminary development plan for a parcel of at least twenty (20) acres. The purpose of an ODP is to demonstrate conformance with the Growth Plan, compatibility of land use and coordination of improvements within and among individually platted parcels, sections or phases of a development prior to the approval of a preliminary plan. At ODP, zoning for the entire property or for each “pod” designated for development on the plan is established. This step is recommended for larger, more diverse

projects that are expected to be developed over a long period of time. Through this process, the general pattern of development is established with a range of densities assigned to individual “pods” that will be the subject of future, more detailed planning.

2. **Approval Criteria.** An ODP application shall demonstrate conformance with all of the following:
 - a. The Growth Plan, Grand Valley Circulation Plan and other adopted plans and policies;
 - b. The rezoning criteria provided in Section 2.6;
 - c. The planned development requirements of Chapter Five;
 - d. The applicable corridor guidelines and other overlay districts in Chapter Seven;
 - e. Adequate public services and facilities shall be provided concurrent with the projected impacts of the development;
 - f. Adequate circulation and access shall be provided to serve all development pods/areas to be developed;
 - g. Appropriate screening and buffering of adjacent property and uses shall be provided;
 - h. An appropriate range of density for the entire property or for each development pod/area to be developed;
 - i. An appropriate set of “default” or minimum standards for the entire property or for each development pod/area to be developed;
 - j. An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed; and
 - k. The property is at least twenty (20) acres in size.
3. **Decision-Maker.** The Director and Planning Commission shall make recommendations and the City Council shall approve, conditionally approve or deny all applications for an ODP and accompanying planned development rezoning.
4. **Application and Review Procedures.** Application requirements and processing procedures are described in Table 2.1 and Section 2.3.B, with the following modifications:
 - a. **Simultaneous Review of Other Plans.** An applicant may file an ODP with a preliminary development plan or final development plan for a portion of the property, as determined by the Director at the preapplication conference.
 - b. **Validity.** The effective period of the ODP/phasing schedule shall be determined concurrent with ODP approval.
 - c. **Required Subsequent Approvals.** Following approval of an ODP, a preliminary development plan approval and a subsequent final development plan approval shall be required before any development activity can occur.

C. **Preliminary Development Plan (PDP).**

1. **Applicability.**
 - a. **Approved ODP.** If the property has an approved ODP, the purpose of the preliminary development plan is to ensure consistency with the uses, density, bulk, performance and other standards of the approved ODP and PD rezoning ordinance for the specific area included in the preliminary plan. Unless specified otherwise with the ODP, the applicant shall have the option of proposing either a site development plan or a subdivision plan as provided in Chapter Five. The Planning Commission and/or Council may require a site development plan if it is found that a site development plan is necessary to ensure the proposed PD meets the purpose and intent of the ODP approval.
 - b. **No Approved ODP.** If the property has no approved ODP, rezoning of the property to planned development shall occur simultaneously with preliminary development plan review. The purpose of the process is to answer the question, "Should this use, with this specific density, designed in this particular manner, be constructed on this site?" In designing the plan, the applicant shall have the option of proposing either a site development plan or a subdivision plan as provided in Chapter Five. The Planning Commission and/or Council may require a site development plan if it is found that a site development plan is necessary to ensure the proposed PD meets the purposes and intent of the Growth Plan and this Code.
2. **Review Criteria.** A preliminary development plan application shall demonstrate conformance with all of the following:
 - a. The ODP review criteria in Section 2.12.B;
 - b. The applicable preliminary plat criteria in Section 2.8.B;
 - c. The applicable site plan review criteria in Section 2.2.D.4;
 - d. The approved ODP, if applicable;
 - e. The approved PD rezoning ordinance, if adopted with an ODP;
 - f. An appropriate, specific density for all areas included in the preliminary plan approval; and
 - g. The area of the plan is at least five (5) acres in size or as specified in an applicable approved ODP.
3. **Decision-Maker.**
 - a. **Approved ODP.** If the property has an approved ODP, the Director shall make recommendations and the Planning Commission shall approve, conditionally approve or deny all applications for a preliminary development plan.
 - b. **No Approved ODP.** If the property does not have an approved ODP, the Director and Planning Commission shall make recommendations and the City Council shall approve, conditionally approve or deny all applications for a preliminary development plan and accompanying planned development rezoning.

4. **Application and Review Procedures.** Application requirements and processing procedures are described in Table 2.1 and Section 2.3.B, with the following modifications:
 - a. **Required Concurrent Review of Subdivision.** A preliminary plat shall be submitted and reviewed concurrently with a preliminary development plan.
 - b. **Density/Intensity Transfer.** If the property has an approved ODP, density may not be transferred between development pods/areas to be developed unless explicitly provided for with the ODP approval or by amending the ODP in the same manner as originally approved.
 - c. **Validity.** The effective period of the preliminary development plan shall be as determined by the ODP approval, if applicable, or at the time of preliminary development plan approval.
 - d. **Required Subsequent Approvals.** Following approval of a preliminary development plan, final development plan approval shall be required before any development activity can occur.
- D. **Final Development Plan (FDP)**
 1. **Applicability.** The final development plan and final subdivision plat act as the literal blueprint for development of a PD project. The plan and the plat ensure consistency with the approved preliminary development plan and specific development and construction requirements of various adopted codes.
 2. **Review Criteria.** A final development plan application shall demonstrate conformance with all of the following:
 - a. The approved ODP, if applicable;
 - b. The approved preliminary development plan;
 - c. The approved preliminary plat;
 - d. The approved PD rezoning ordinance, if applicable;
 - e. The SSID, TEDS and SWMM manuals and all other applicable development and construction codes, ordinances and policies;
 - f. The applicable site plan review criteria in Section 2.2.D.4; and
 - g. The applicable preliminary plat criteria in Section 2.8.B.
 3. **Decision-Maker.** The Director shall approve, conditionally approve, or deny all applications for a final development plan unless the Planning Commission in its discretion required the final plan be returned to it for final action. In such cases, the Director shall provide a recommendation to the Planning Commission concerning the final plan.
 4. **Application and Review Procedures.** Application requirements and processing procedures shall comply with those described in Table 2.1 and Section 2.2.B, with the following modifications:
 - a. **Required Concurrent Review of Subdivision.** Unless specified otherwise at the time of preliminary plan approval, if the form of preliminary plan approval was a site development plan, a final plat shall be submitted and reviewed concurrently with a final development plan;

if the form of preliminary plan approval was a subdivision plan, a final plat may be approved and recorded prior to final plan approval for individual lots.

- b. **Review of covenants.** The City Attorney shall review and approve all covenants and restrictions prior to final Development plan approval.
- c. **Notice.** Notice of a final development plan is not required unless the Planning Commission elects to take final action. In such instances, notice shall be provided in the same manner and form as is required with a preliminary development plan.
- d. **Form of Final Action.** The form of final approval by the Director shall be the recording of the plan. If the Planning Commission approves the final development plan then the surveyor or engineer shall make any changes necessary or required to comply with final approval conditions. The plan shall then be recorded within six (6) months of action by the Planning Commission or as directed in the approved phasing plan.
- e. **Recording.** Upon final approval, the plan and plat shall be recorded in accordance with Section 2.8.E. The final plat shall, at a minimum, contain all of the following information that is pertinent to the PD: the bulk standards; a list of approved and/or specifically excluded uses; and any pertinent conditions or stipulations that were previously made or imposed. The ordinance creating the PD shall become effective upon recording of the plat.

E. Guarantees for Public Improvements.

1. Except as provided herein, before the plan and plat are recorded by the Director, all applicants shall be required to complete, to the satisfaction of the Director, all street, sanitary, and other public improvements, as well as lot improvements on the individual lots of the subdivision as required by this Code. The required improvements shall be those specified in the approved construction plans as per Section 2.8.D; or
2. As a condition of final plan and plat approval, the City shall require the applicant to enter into a Development Improvements Agreement and post a guarantee for the completion of all required improvements as per Section 2.19.

F. Amendments to Approved Plans.

1. **Planned Development Rezoning Ordinance.** The use, density, bulk performance and default standards contained in an approved PD rezoning ordinance may be amended only as follows, unless specified otherwise in the rezoning ordinance:
 - a. No use may be established that is not permitted in the PD without amending the rezoning ordinance through the rezoning process. Uses may be transferred between development pods/areas to be developed through an amendment to the ODP and/or preliminary development plan, as applicable, provided the overall density and FAR for the entire PD is not exceeded;

- b. The maximum and minimum density for the entire PD shall not be exceeded without amending the rezoning ordinance through the rezoning process. Density may be transferred between development pods/areas to be developed through an amendment to the ODP and/or preliminary development plan, as applicable, provided the overall density for the entire PD is not exceeded; and
 - c. The bulk, performance and default standards may not be amended for the entire PD or an entire development pod/area to be developed without amending the PD rezoning ordinance through the rezoning process. The bulk default standards may be varied on individual lots within the PD through an amendment to the preliminary development plan.
2. **Outline Development Plan.** The approved outline development plan may be amended only by the same process by which it was approved, unless the adopted PD rezoning ordinance provides otherwise. All subsequent preliminary development plans and final development plans must be consistent with the approved outline development plan and rezoning ordinance.
3. **Preliminary Development Plan.** Unless the adopted PD rezoning ordinance provides otherwise, the approved preliminary development plan may be amended as follows:
- a. **Minor Amendments.** The Director may approve the following amendments for individual lots within the area covered by a preliminary development plan provided all standards in the adopted PD rezoning ordinance are met:
 - (1) Decreases in density so long as the character of the site is maintained;
 - (2) Increases in gross floor area of up to ten percent (10%) so long as the character of the site is maintained;
 - (3) Changes in the location and type of landscaping and/or screening so long as the character and intent of the original design are maintained;
 - (4) Changes in the orientation or location of parking areas and vehicular and pedestrian circulation areas so long as the effectiveness and character of the overall site circulation, parking and parking lot screening are maintained; and
 - (5) theThe reorientation, but not complete relocation, of major structures so long as the character of the site is maintained.
 - (6) Simple Subdivision.
 - b. **Major Amendments Applicable to Only One (1) Lot.** Any change not listed above as a minor amendment to an individual lot shall be deemed a major amendment. Such amendments shall be reviewed by the Planning Commission using the same process as the preliminary development plan but with the following review criteria:

- (1) Only the bulk or performance standards may be varied;
 - (2) The applicable variance review criteria in Section 2.16; and
 - (3) The amendment shall not represent a significant change in any of the agreed upon deviations from the default standards.
 - c. **Major Amendments Applicable to More Than One (1) Lot.** All other amendments to the preliminary development plan shall be reviewed by the Planning Commission using the same process and criteria used for Preliminary Plan review and approval.
 4. **Final Development Plan.** Amendments to the final development plan may be approved by the Director using the same process and criteria used for preliminary development plan review and approval.
- G. **Lapse of Plan and Rezone.** If a Planned Development, or any portion thereof, has not been completed in accordance with the approved development schedule, a "lapse" shall have occurred and the terms of all approved plans for incomplete portions of the PD shall be null and void. If lapse occurs, the property shall be governed by the zoning district applied to the property immediately before the rezoning to PD, or an applicant may request hearing before the Planning Commission at which time a revocation of all prior approvals shall be considered. If the Planning Commission determines that a lapse has occurred, the Director shall record an appropriate legal notice. The Director may, if he deems it appropriate, initiate, without owner consent, a zoning change on a lapsed PD to another zone district.
- H. **General Provisions.**
1. **Contractual Agreement.** Approval of a PD allows the development and use of a parcel of land under certain, specific conditions. Conditions of approval shall be filed with the Director in the review process. No use of the parcel, nor construction, modification, or alteration of any use or structures within a PD project shall be permitted unless such construction, modification or use complies with the terms and conditions of an approved final development plan. Each subsequent owner and entity created by the Developer, such as property owner's associations or an architectural review committee, shall comply with the terms and conditions of approval. The Developer shall set forth the conditions of approval within covenants. Such covenants shall be recorded with the final approved plan and plat.
 2. **Transfer of Ownership.** No person shall sell, convey, or transfer ownership of any property or any portion thereof within a PD zone until such person has informed the buyer of the property's status with respect to the PD process and conditions of approval. The City shall bear no liability for misrepresentation of terms and conditions of an existing approval.
 3. **Planned Development Zone Designation.** The Director shall designate each approved PD on the Official Zoning Map.

2.13 CONDITIONAL USE PERMITS (CUPs)

- A. **Purpose.** The purpose of a conditional use review is to provide an opportunity to utilize property for an activity which under usual circumstances could be detrimental to other permitted uses, and which normally is not permitted within the same district. A conditional use may be permitted under circumstances particular to the proposed location and subject to conditions that provide protection to adjacent land uses. A conditional use is not a use by-right and one that is otherwise prohibited without approval of a conditional use permit.
- B. **Applicability.** A conditional use permit shall be required prior to the establishment of any conditional use identified in Chapters Three and Four or elsewhere in this Code.
- C. **Review Criteria.** The Application shall demonstrate that the proposed development will comply with the following:
1. **Site Plan Review Standards.** All applicable site plan review criteria in Section 2.2.D.4 and conformance with SSID, TEDS and SWMM Manuals;
 2. **District Standards.** The underlying zoning districts standards established in Chapter Three;
 3. **Specific Standards.** The use-specific standards established in Chapters Three and Four;
 4. **Availability of Complementary Uses.** Other uses complementary to, and supportive of, the proposed project shall be available including, but not limited to: schools, parks, hospitals, business and commercial facilities, and transportation facilities.
 5. **Compatibility with Adjoining Properties.** Compatibility with and protection of neighboring properties through measures such as:
 - a. **Protection of Privacy.** The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and/or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants;
 - b. **Protection of Use and Enjoyment.** All elements of the proposed plan shall be designed and arranged to have a minimal negative impact on the use and enjoyment of adjoining property.
 - c. **Compatible Design and Integration.** All elements of a plan shall coexist in a harmonious manner with nearby existing and anticipated development. Elements to consider include; buildings, outdoor storage areas and equipment, utility structures, building and paving coverage, landscaping, lighting, glare, dust, signage, views, noise, and odors. The plan must ensure that noxious emissions and conditions not typical of land uses in the same zoning district will be effectively confined so as not to be injurious or detrimental to nearby properties.
- D. **Decision-Maker.** The Director shall make recommendations and the Planning Commission shall approve, conditionally approve or deny all applications for a conditional use permit.

- E. **Application and Review Procedures.** Application requirements and processing procedures are described in Table 2.1 and Section 2.3.B.
- 1F. **Validity.** Once established, a conditional use permit approval shall run with the land and remain valid until the property changes use or the use is abandoned and nonoperational for a period of twelve (12) consecutive months.

2.14 ANNEXATIONS

- A. **Purpose.** In accordance with state statutes, land may be annexed or de-annexed from the City as deemed appropriate by the City Council.
- B. **Applicability.** Any lands to be added to or deleted from the corporate limits of the City shall comply with this Section 2.14.
- C. **Review Criteria.** The application shall meet all applicable statutory and City administrative requirements. A complete copy of these requirements is available from the Community Development Department.
- D. **Decision-Maker.** The Director shall make recommendations and the City Council shall approve, conditionally approve or disapprove all applications for annexation or contraction of the municipal limits.
- E. **Application and Review Procedures.** Application requirements and processing procedures shall comply with those described in applicable state statutes. A summary of these procedures is available from the Community Development Department.
- F. **Zoning of Annexed Properties.** Land annexed to the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with existing County zoning.

2.15 VESTED PROPERTY RIGHTS

- A. **Purpose.** The purpose of this Section 2.15 is to provide the procedures necessary to implement the provisions of Sections 24-68-101, *et seq.* and 29-20-101 *et seq.*, C.R.S.
- B. **Definitions.** The following definitions are for the purposes of administration of this Section 2.15 only and do not apply to any other Sections of this Code.
 - 1. "Site-Specific Development Plan" (SSDP) means for all developments requiring a public hearing, the final step, irrespective of its title, which occurs prior to building permit application; provided, however, that if the landowner wishes said approval to have the effect of creating vested rights, pursuant to Sections 24-68-101, *et seq.*, C.R.S. the landowner must so request, in writing, at the time of application for said approval. Failure to so request renders the approval not a "Site-Specific Development Plan," and no vested rights shall be deemed to have been created.
 - 2. "Vested Property Right" means the right to undertake and complete the development and use of property under the terms and conditions of a SSDP.
- C. **Applicability.** An Applicant may request, in writing to have property rights vest with a SSDP. The SSDP shall be applicable only to:

1. propertyProperty zoned Planned Development with the approved Final Development Plan constituting the SSDP, or
 2. anyAny other application (*i.e.*, Outline Development Plan, Site Plan, Conditional Use, Subdivision Plat, Final Development Plan or Development Improvements Agreement) provided that:
 - a. the Applicant requests in writing that the Planning Commission hold a Public Hearing and approve a specific document/application as a SSDP; and/or
 - b. stateState law requires that a vested property right be granted in which case the Planning Commission shall determine, at its discretion, which, if any document/application shall constitute a SSDP.
- D. **Approval Criteria.** The application shall demonstrate compliance with all of the following:
 theThe provisions stated in Sections 24-68-101 *et seq.*, C.R.S.; and
 theThe more stringent of the Final Development Plan review criteria of Section 2.12.D.2 or any other specific document/application review criteria that the Planning Commission shall determine to be applicable.
- E. **Decision-Maker.** The Director and Planning Commission shall make recommendations and the City Council shall approve, conditionally approve or deny all applications for vested property rights.
- F. **Application and Review Procedures.** Application requirements and processing procedures are described in Table 2.1 and Section 2.3.B, with the following modifications:
1. **Waiver prior to Annexation.** Any landowner requesting annexation shall waive in writing any preexisting vested property rights in the petition for annexation, when such rights are consistent with ordinances or regulations which are general in nature and are applicable to property subject to land use regulation. An owner may consent in writing to waive any prior vested property rights.
 2. **Concurrent Review.** An application for approval of a SSDP shall be submitted and reviewed concurrently with an application for a final development plan or any other document that Planning Commission shall determine, at its discretion, constitutes a site specific development plan.
 3. **Payment of Costs.** In addition to any and all other fees and charges imposed by this Code, the applicant shall pay all costs incurred by the City as a result of the SSDP review, including publication of notices, public hearing and review costs.
 4. **Notice of Approval.** It is the applicant's responsibility to ensure that each final plan, map, plat or site plan, or other document constituting a SSDP contains the following language: "Approval of this plan may create a vested property right pursuant to 24-68-101, *et seq.* C.R.S." Omission of this statement shall invalidate the creation of the vested property right. In addition, the applicant shall, within 14 calendar days after the approval of the

SSDP, satisfy the notice requirements of Section 24-68-103(1), C.R.S. by publishing at his expense a notice, in a newspaper of general circulation within the City, advising the public of the SSDP approval and creation of vested property rights pursuant to law, together with a legal description of the property at issue in the SSDP.

5. **Notice to City.** Within fourteen (14) calendar days after the approval of a SSDP, the applicant shall acknowledge by written instrument that he confirms his obligation to satisfy all other requirements under the City Codes, rules and regulations including, but not limited to, all studies that may be required. Such studies may concern traffic, drainage, erosion control and utilities.
6. **Other Provisions Unaffected.** Approval of a SSDP shall not constitute an exemption from, or waiver of, any other provisions of this Code pertaining to the development or use of property.
7. The duration of any vesting shall be no longer than required by state law, unless a different duration is provided by written agreement between the owner and the City. Failure to comply with any condition of approval of a SSDP shall result in forfeiture of vested rights and the SSDP shall be declared void and lapsed and shall be reverted in accordance with Section 2.12 of this Code.
8. **Approval, Effective Date, Amendments.** A SSDP shall be deemed approved upon the last action by the City Council relating thereto. No amendment of a SSDP shall extend or change the effective date of vesting of a property right unless specifically provided by written agreement. In the event amendments to a SSDP are proposed and approved, the effective date of such amendments, for purposes of duration of vested property right, shall be the initial date of the approval of the SSDP.
9. **Waiver of Vesting.** Any waiver, be it in part or in full, of a vested property right shall be accomplished by written agreement between the owner and the City and shall be recorded in the Mesa County land records.
9. 10. **Limitations.** Nothing in this Section 2.15 is intended to create any vested property right, but only to implement the provisions of Sections 24- 68-101, *et seq.* C.R.S. and Sections 29-20-101, *et seq.* C.R.S. In the event of the repeal of said Article or a judicial determination that said Article is invalid or unconstitutional, this Section 2.15 shall be deemed to be repealed, and the provisions hereof no longer effective.

2.16 VARIANCES

- A. **Purpose.** A variance is a departure from the dimensional or numerical requirements of this Code where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship. Variances are permitted only to those portions of this Code as specified herein.
- B. **Applicability.**

1. The Director may approve variances of up to ten percent (10%) of any bulk requirement. Requests for variances to the bulk, standards that are greater than ten percent (10%) and variances to the performance or use-specific standards of Chapter Four, all overlay district regulations of Chapter Seven, excluding corridor overlay districts, and the sign regulations of Chapter Four shall be heard by the Zoning Board of Appeals. Planning Commission shall hear variances to all other standards, unless otherwise specified.
 2. Variances shall not be heard or granted for:
 - a. The establishment or expansion of a use in a district in which such use is not permitted by this Code;
 - b. Residential development which would result in an increase in density greater than that permitted in the applicable zoning district; and
 - c. Changes or modifications to any definition contained in this Code.
- C. Approval Criteria.**
1. **Minor Deviation.**
 - a. The Director may permit up to a ten percent (10%) deviation from any bulk standard upon a finding of compliance with the criteria of this Section 2.16. The purpose of this process is to permit inconsequential deviations from the zoning district bulk standards that are created through construction errors or where additions to existing structures are desirable but cannot be accommodated through a strict application of the bulk standards.
 - b. A property may receive approval of a minor deviation to only one (1) bulk standard for the life of the structure. A contractor seeking relief for a construction error may receive approval of a minor deviation only once every three (3) years. All other requests shall be processed as variances as per this Section 2.16. Minor deviation shall be granted only when the applicant establishes that all of the following criteria are satisfied.
 - (1) **Additions.** Requests for a minor deviation to accommodate an addition to an existing structure shall comply with all of the following:
 - (A) Conforming locations for the addition are impractical, significantly more expensive or have a significant adverse impact on the site plan in terms of overall site design or relationships between site plan elements including, but not limited to, structures, patios, driveways and landscaping;
 - (B) The location of the addition represents a logical extension of the existing floor plan in terms of function and design;
 - (C) The location of the addition does not result in the creation of unsafe conditions or create circulation conflicts;
 - (D) The exterior design of the addition represents a logical extension of the existing structure and is consistent with the design of the existing structure;

- (E) Site and structural design elements of the addition shall be considered. Such elements include, but are not limited to:
 - (F) (i) Height of the addition relative to neighboring structures;
 - (ii) The location, number and size of windows, doors, porches, balconies and outdoor lights;
 - (iii) The location of patios and walkways;
 - (iv) The location, size and types of hedges, walls and fences; and
 - (v) The level of privacy to occupants of both neighboring properties and the addition. Such privacy shall be equal to or greater than that provided if the addition were located within the required setback;
 - (F) The addition complies with all building, fire and other adopted codes and policies;
 - (G) The requested deviation is only ten percent (10%) or less of a single bulk standard; and
 - (H) The deviation shall not result in physical encroachment into an easement, right-of-way or neighboring property.
- (2) **Construction Errors.** Requests for a minor deviation to accommodate a construction error shall comply with all of the following:
- (A) All of the criteria applicable to additions;
 - (B) The error shall have been inadvertent; and
 - (C) The contractor responsible for the error shall not have been the recipient of another approved minor deviation in the past three (3) years.
2. **Decision-Maker.** The Director shall approve, approve with conditions or deny all requests for a minor deviation. Appeals from the Director shall be processed as a variance using the procedures provided in Section 2.16, but with the review criteria provided herein.
3. **Application and Review Procedures.** Application requirements and processing procedures are described in Table 2.1 and Section 2.2.B, with the following modification:
- a. **Consistency with Covenants.** The applicant shall provide proof that the requested minor deviation does not conflict with any recorded covenants applicable to the property, or demonstrate in writing that the entity responsible for enforcing the covenants has approved the requested deviation. In the event there is no single entity responsible for enforcing the covenants, and the requested minor deviation does not conform to the covenants, the Applicant shall provide a written statement acknowledging the inconsistency and that he shall indemnify

and hold the City harmless for any action, damages claims or suits brought in the event the minor deviation is approved.

4. **Variance Requests from Bulk, Performance, Use-Specific and Other Standards.** A variance is not a right. It may be granted to an applicant only if the applicant establishes that strict adherence to the Code will result in practical difficulties or unnecessary hardships because of site characteristics that are not applicable to most properties in the same zoning district. The following criteria shall be used to consider variances from the bulk, performance and use-specific standards contained in Chapter Four, and any other standard in this Code for which specific variance criteria is not provided. Such variances shall be granted only when the applicant establishes that all of the following criteria are satisfied:
 - a. **Hardship Unique to Property, Not Self-Inflicted.** There are exceptional conditions creating an undue hardship, applicable only to the property involved or the intended use thereof, which do not apply generally to the other land areas or uses within the same zone district, and such exceptional conditions or undue hardship was not created by the action or inaction of the applicant or owner of the property;
 - b. **Special Privilege.** The variance shall not confer on the applicant any special privilege that is denied to other lands or structures in the same zoning district;
 - c. **Literal Interpretation.** The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would work unnecessary and undue hardship on the applicant;
 - d. **Reasonable Use.** The applicant and the owner of the property cannot derive a reasonable use of the property without the requested variance;
 - e. **Minimum Necessary.** The variance is the minimum necessary to make possible the reasonable use of land or structures;
 - f. **Compatible with Adjacent Properties.** The variance will not be injurious to, or reduce the value of, the adjacent properties or improvements or be detrimental to the public health, safety or welfare. In granting a variance, the Board may impose conditions deemed necessary to protect affected property owners and to protect the intent of this Code. The Board may consider prospective financial loss or gain to applicant but consideration thereof shall not be sole reason for granting a variance;
 - g. **Conformance with the Purposes of this Code.** The granting of a variance shall not conflict with the purposes and intents expressed or implied in this Code; and
 - h. **Conformance with the Growth Plan.** The granting of a variance shall not conflict with the goals and principles in the City's Growth Plan.

5. **Variance from Sign Regulations.** A variance may be granted from the provisions or requirements of the sign regulations only if the applicant establishes that all of the following criteria are satisfied:
 - a. **Undue and Unnecessary Hardship.** The literal interpretation and strict applications of the sign regulations would cause undue and unnecessary hardship to the sign owner because of unique or unusual conditions pertaining to the specific building or property in question;
 - b. **Not Contrary to Property Values.** The granting of a variance would not be materially detrimental to the property owners in the vicinity;
 - c. **Hardship Unique to Property, Not Self-Imposed.** The unusual conditions applying to the specific property do not apply generally to other properties in the City; and
 - d. **Conformance with Character of Area, Corridor Plans.** The granting of a variance shall not be contrary to the goals and objectives of any applicable corridor overlay district or to the general objective of moderating the size, number, and obtrusive placement of signs and the reduction of clutter.
6. **Variance from Floodplain, Geologic and Wildfire Hazard Regulations (Hazards).** A variance may be granted from the requirements of the overlay district provisions of Chapter Seven, except the corridor overlay districts, only after consideration is given to all technical evaluations, all relevant factors, the standards specified in applicable Sections of this Code, and:
 - a. The danger that materials or fire may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to the presence of hazardous condition;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owners;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity of the facility to a waterfront location, where applicable;
 - f. The availability of alternative locations for the proposed use which are not subject to hazards;
 - g. The compatibility of the proposed use with the existing and anticipated development;
 - h. The relationship of the proposed use to the Growth Plan and floodplain management program for that area;
 - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and

- k. The costs of providing governmental services during and after hazard conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, streets and bridges.

7. **Limitations on Floodplain Variances.**

- a. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- b. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- c. Variances shall only be issued upon:
 - (1) A showing of good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expenses, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- d. Any applicant to whom a variance is granted shall be given written notice that the structure shall be permitted to be built with a lowest floor below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk from the reduced lowest floor elevation.

D. **Decision-Maker.** The Director shall make recommendations and the Zoning Board of Appeals shall approve, approve with conditions or deny requests for variances to the bulk, performance or Use-specific standards of Chapter Four, all overlay district regulations of Chapter Seven, excluding corridor overlay districts, and the sign regulations of Chapter Four. Unless otherwise specified, requests for variances to all other standards shall be approved, approved with conditions or denied by Planning Commission, upon a recommendation from the Director.

E. **Application and Review Procedures.** Application requirements and processing procedures are described in Table 2.1 and Section 2.3.B.

2.17 REVOCABLE PERMIT

- A. **Purpose.** A revocable permit is needed to ensure that any private development on public land is safely conducted in a manner that does not pose potential burdens on the public.
- B. **Applicability.** No structure, fence, sign or other permanent object shall be constructed, maintained, or erected, or a public right-of-way used, without a revocable permit. A revocable permit for irrigation and landscaping in the rights-of-way can be reviewed and approved at the staff level.
- C. **Approval Criteria.** Applications for a revocable permit shall demonstrate compliance with all of the following:

1. There will be benefits derived by the community or area by granting the proposed revocable permit;
 2. There is a community need for the private development use proposed for the City property;
 3. The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property;
 4. The proposed use shall be compatible with the adjacent land uses;
 5. The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas;
 6. The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Growth Plan, other adopted plans and the policies, intents and requirements of this Code and other City policies; and
 7. The application complies with the submittal requirements as set forth in the Section 127 of the City Charter, this Chapter Two and the SSID Manual.
- D. **Decision-Maker.** The Director shall make recommendations and the City Council shall approve, conditionally approve, or deny all applications for a revocable permit.
- E. **Application and Review Procedures.** Application requirements and processing procedures are described in Table 2.1 and Section 2.3.B.

2.18 REHEARING AND APPEALS

- A. **Purpose.** The purpose of Section 2.18 is to provide for a rehearing and appeal process for decisions and actions by the Director, Zoning Board of Appeals, Planning Commission and City Council.
- B. **Appeal of Director's Interpretations.** Any person, including any officer or agent of the City, aggrieved or claimed to be aggrieved by an interpretation of this Code rendered by the Director may request an appeal of the interpretation in accordance with Section 2.18.
1. **Approval Criteria.** In granting an appeal of a Director's interpretation, the Zoning Board of Appeals shall determine whether the interpretation by the Director was in accordance with the intent and requirements of this Code.
 2. **Decision-Maker.** The Zoning Board of Appeals shall affirm, reverse or remand the decision. In reversing or remanding the interpretation back to the Director, the Board shall state the rationale for its decision.
 3. **Application and Review Procedures.** Application requirements and processing procedures are described in Table 2.1 and Section 2.3.B, with the following deviations:
 - a. **Application Materials.** The appellant shall provide a written statement citing the specific provision(s) of this Code that the appellant believes the Director has incorrectly interpreted and the appellant's interpretation of the provision(s).
 - b. **Notice.** Notice of the hearing is not required to anyone other than the

appellant.

- c. Director's Report. The Director shall prepare a report detailing the specific provision(s) of this Code that are in question, his interpretation of the provision(s), and the general basis of the interpretation.

C. **Appeal of Final Action on Administrative Development Permits.** Any person, including any officer or agent of the City, aggrieved or claimed to be aggrieved by a final action of the Director on an administrative development permit, may request an appeal of the action in accordance with Table 2.1 and Section 2.18.C.

1. **Approval Criteria.** In granting an appeal of an administrative development permit, the appellate body shall find that the Director:
 - a. Acted in a manner inconsistent with the provisions of this Code or other applicable local, state or federal law; or
 - b. Made erroneous findings of fact based on the evidence and testimony on the record; or
 - c. Failed to fully consider mitigating measures or revisions offered by the applicant that would have brought the proposed project into compliance; or
 - d. Acted arbitrarily, acted capriciously and/or abused his discretion.
2. **Decision-Maker.** The appellate body for a particular administrative development permit shall be as specified in Table 2.1. The appellate body shall affirm, reverse or remand the decision. In reversing or remanding a decision, the appellate body shall state the rationale for its decision. An affirmative vote of four (4) members of the appellate body shall be required to reverse the Director's action.
3. **Application and Review Procedures.** Requests for an appeal shall be submitted to the Director in accordance with the following:
 - a. Application Materials. The appellant shall provide a written request that explains the rationale of the appeal based on the criteria provided in Section 2.18.C.1.
 - b. Notice to Applicant. If the appellant is not the applicant, the Director, within five (5) working days of receipt of the request for appeal, shall notify the applicant of the request and the applicant shall have ten (10) working days to provide a written response.
 - c. Preparation of the Record. The Director shall compile all material made a part of the record of the Director's action. As may be requested by the appellate body, the Director also may provide a written report.
 - d. Notice. No notice of the appeal is required.
 - e. Conduct of Hearing. The appellate body shall hold a evidentiary hearing to determine whether the Director's action is in accordance with the criteria provided in Section 2.18.C.1. The appellate body may limit testimony and other evidence to that contained in the record at the time the Director took final action or place other limits on testimony and evidence as it deems appropriate.

- D. **Rehearing.** Any person, including any officer or agent of the City, aggrieved by or claimed to be aggrieved by a decision or final action of the Zoning Board of Appeals, Planning Commission or City Council may request a rehearing in accordance with Section 2.18.D. A rehearing does not have to be requested in order to perfect an appeal.
1. **Approval Criteria.** In granting a request for a rehearing, the decision-maker shall:
 - a. Find that the person requesting the rehearing was present at the original hearing or otherwise on the official record concerning the development application;
 - b. Find that the rehearing was requested in a timely manner as; and
 - c. Find that in making its decision, the decision-maker may have failed to consider or misunderstood pertinent facts in the record or that information crucial to the decision was not made available at or prior to the decision being made.
 2. **Decision-Maker.** A motion to grant a rehearing may be made only by a member of the decision-making body that voted in the majority of the decision requested to be reheard. Any other member may second the motion. If no motion is made or dies for lack of second, the request shall be considered to be denied.
 3. **Application and Review Procedures.** Requests for a rehearing shall be submitted to the Director in accordance with the following:
 - a. **Application Materials.** The person desiring the rehearing shall provide a written request that specifically identifies the pertinent facts in the hearing record that he/she asserts that the decision-maker failed to consider or misunderstood and/or describes the information that was not made available at or prior to the decision. The person shall submit evidence of his/her attendance at the original hearing or other testimony or correspondence from him/her that was in the official record at the time of the original hearing.
 - b. **Application Fees.** The appropriate fee, as may be approved by the City Council, shall be submitted with the request.
 - c. **Application Deadline.** A request for a rehearing shall be submitted within ten (10) calendar days of the action taken by the decision-maker.
 - d. **Notice to Applicant.** If the person requesting the rehearing is not the applicant, the Director, within five (5) working days of receipt of the request for rehearing, shall notify the applicant of the request and the applicant shall have ten (10) working days to provide a written response.
 - e. **Hearing.** The Director shall schedule the rehearing request within forty-five (45) calendar days of receipt of a complete request.
 - f. **Notice.** Notice of the request for rehearing shall be provided in the same manner as was required with the original action as shall notice for the rehearing itself if one is granted.

3. **Decision-Maker.** The appellate body for a particular development permit shall be as specified on Table 2.1. The appellate body shall affirm, reverse or remand the decision. In reversing or remanding the decision back to the decision-maker, the appellate body shall state the rationale for its decision. An affirmative vote of four (4) members of the appellate body shall be required to reverse the decision-maker's action. An affirmative vote of five (5) members of the appellate body shall be required to approve rezones and Growth Plan Amendment(s).
 4. **Application and Review Procedures.** Requests for an appeal shall be submitted to the Director in accordance with the following:
 - a. **Application Materials.** The appellant shall provide a written request that explains the rationale of the appeal based on the criteria provided in Section 2.18.E.1. The appellant also shall submit evidence of his/her attendance at the original hearing or other testimony or correspondence from him/her that was in the official record at the time of the original hearing.
 - b. **Application Fees.** The appropriate fee, as may be approved by the City Council, shall be submitted with the request.
 - c. **Application Deadline.** A request for an appeal shall be submitted within ten (10) calendar days of the action taken by the decision-maker.
 - d. **Notice to Applicant.** If the appellant is not the applicant, the Director, within five (5) working days of receipt of the request for appeal, shall notify the applicant of the request and the applicant shall have ten (10) working days to review the request and provide a written response.
 - e. **Preparation of the Record.** The Director shall compile all material made a part of the official record of the decision-maker's action. As may be requested by the appellate body, the Director also may provide a summary report of the record.
 - f. **Notice.** Notice of the appeal hearing shall be provided in the same manner as was required with the original action.
 - g. **Hearing.** The Director shall schedule the Appeal before the appellate body within forty-five (45) calendar days of receipt of the appeal. The appellate body shall hold a hearing and render a decision within thirty (30) calendar days of the close of that hearing.
 - h. **Conduct of Hearing.** At the hearing, the appellate body shall review the record of the decision-maker's action. No new evidence or testimony may be presented, except that City staff may be asked to interpret materials contained in the record.
- F. **Planning Commission Recommendation to City Council.** All recommendations, including recommendations of denial, which the Planning Commission makes to the City Council (i.e., the Planning Commission is not the final decision-maker) shall be heard by the City Council without necessity of Appeal. The applicant may withdraw in writing an application that has been heard by the Planning Commission and recommended for denial. Such hearings shall be de novo before the Council.

Supermajority and other procedural requirements provided elsewhere in this Code shall be applicable.

2.19 DEVELOPMENT IMPROVEMENTS AGREEMENTS (DIAs)

A. Development Improvements Agreement Authorized.

1. The Director may defer the requirement for the completion of required improvements if the applicant enters into a Development Improvements Agreement (DIA) by which the applicant agrees to complete all required public improvements in accordance with an agreed schedule. The Director may require the Applicant to complete and dedicate some required public improvements prior to approval of the final plat and to enter into a DIA for completion of the remainder of the required improvements. The City Attorney shall approve any DIA as to form.

B. Agreement to Run with the Land.

1. The Development Improvements Agreement shall provide that the requirements contained therein shall run with the land and bind all successors, heirs, and assignees of the Applicant. The DIA for subdivisions shall be recorded with the Mesa County Clerk and Recorder. All other DIA's may, at the Director's discretion, be recorded or deposited with the City Clerk. All existing lienholders shall be required to subordinate their liens to the guarantees contained in the DIA.

C. Performance Security.

1. Whenever the Director permits an applicant to enter into a Development Improvements Agreement, the applicant shall be required to provide sufficient security to ensure completion of the required public improvements. The security shall be in the form of a cash deposit made to the City or a letter of credit or disbursement agreement from an authorized financial institution, or a completed, unrecorded plat.
2. The guarantee shall be in an amount estimated by the Director of Public Works as reflecting 120 percent (120%) of the cost of the improvements in the approved construction plan and shall be sufficient to cover all promises and conditions contained in the DIA.
3. In addition to all other security, when the City participates in the cost of an improvement, the applicant shall provide a performance bond from the contractor, with the City as a co-obligee.
4. The issuer of any guarantee shall be subject to the approval of the City in accordance with adopted policies.

D. Maintenance Bond for DIA.

1. The applicant shall guarantee the improvements against defects in workmanship and materials for a period of one (1) year from the date of City acceptance of such improvements. The maintenance guarantee shall be secured by a letter of credit, cash escrow or other form acceptable to the Director in an amount reflecting twenty percent (20%) of the cost of the completed improvements.
2. To guarantee and warrant required improvements which have been addressed by a DIA, the City may require the owner to continue or extend the security, or post new security, in an amount equal to the estimated costs of repair, replacement or warranty work, plus twenty percent (20%).
3. If the applicant has not warranted and guaranteed required improvements pursuant to a DIA, the applicant shall give the City security equal to at least fifty percent (50%) of the cost of the required improvements.

E. Offers to Dedicate Streets, Roads, and other Lands.

1. **Acceptance of Dedication.** The City Council, or its designees, may accept, accept with conditions, or reject any offer to dedicate any land or facility. Any offer to dedicate made pursuant to or as a condition of a review or approval pursuant to this Code constitutes the owner(s) irrevocable warranty that such owner has the right, title and interest to convey to the City and that no hazardous or other regulated substance are present on, under or in the property.
2. **Acceptance of Maintenance.** Approval of a subdivision does not mean the City will accept any road, street or public site for maintenance. The City shall not be obligated to maintain any land(s) unless it explicitly agrees to do so in writing.

F. Temporary Improvements.

1. The Developer shall construct and pay for all costs of temporary improvements required by the City to protect the public, neighborhood or another person. The applicant shall maintain said temporary improvements for the period specified.

G. Completion of Improvements.

1. **Construction of Required Improvements.**
 - a. Before construction begins, the developer must be familiar with the submittal, construction, plans and inspection requirements of each utility or agency.
 - b. After the City and/or other utility providers has inspected and approved all or a portion of the required improvements, the Developer may request, in writing, that the approved portion be accepted for maintenance by the appropriate agency. The City shall establish the Developer's limits of responsibility for the improvements. The City may condition its acceptance and may require additional guarantees and assurances for at least one (1) year following acceptance.

- c. Even if the City does not accept all or a portion of the required improvements, or delays any acceptance, the City may require the Developer to correct such defects or deficiencies identified by the City, in which case, final acceptance may be extended for one (1) additional year.
 - 2. **Release of Improvements Agreement and Guarantee.**
 - a. The Developer shall submit a written request for a release from the Development Improvements Agreement for the improvements that have been accepted for maintenance by the appropriate agency proof of acceptance for maintenance and proof that there are no outstanding judgments or liens against the property shall accompany this request.
 - b. The City Council, or its authorized representative, shall review the request. If the requirements of the DIA concerning that portion requested for release have been complied with, the appropriate document of release shall be recorded with the Mesa County Clerk and Recorder's Office.
 - c. Release of the DIA does not constitute a Certificate of Completion and Release of Responsibility.
 - 3. **Certificate of Completion and Release of Responsibility.** Upon expiration of the limits of responsibility established in this Code, the Developer may request a Certificate of Completion and Release of Responsibility from the appropriate agency.
- H. **Extension of Development Improvements Agreement and Security.**
 - 1. If the applicant is unable to complete all required improvements contained in an executed Development Improvements Agreement within the time stated therein, he shall provide written notice of same to the Director at least thirty (30) calendar days prior to the deadline of the milestones he will be unable to meet. The applicant shall make a formal written request for an extension of the DIA and security and provide a revised development schedule, which shall be reviewed by the Director. The Director shall approve, approve with conditions or deny the request for an extension. Based on the Director's decision the existing DIA may be amended, a new DIA drawn up and executed, or the Director may exercise any default provisions contained in the approved DIA. Any amendments or new agreements shall be recorded in the same manner as the original DIA, if required by the Director.
 - 2. If the DIA is to be extended or a new DIA is to be executed, the applicant shall provide sufficient security which may be the same as or greater than the original security, up to 120 percent (120%), as was required with the original guarantee. No amendment or replacement DIA shall be executed, recorded or effective until security acceptable to the Director is provided.

2.20 INSTITUTIONAL AND CIVIC FACILITY MASTER PLANS

- A. **Purpose.** The purpose of a Master Plan review process is to provide an opportunity

for the early review of major institutional and civic facilities that provide a needed service to the community, but might impact the surrounding community. The Master Plan review allows the City, through a public process, to assess any impacts early in the review process and direct the applicant on how best to address the impacts.

- B. **Applicability.** A Master Plan shall be required for any institutional and/or civic use, as that term is defined in Chapter Three, Table 3.5, when such project: consists of multiple phases of construction and when constructed will include 100,000 square feet in one (1) or more buildings; will result in significant modification of the existing transportation circulation patterns; and/or when the Director deems the project and/or the City would benefit from such a review.
- C. **Review Criteria.** In reviewing a Master Plan, the decision-making body shall consider the following:
 - 1. Conformance with the Growth Plan and other are, corridor or neighborhood plans;
 - 2. Conformance with the Grand Valley Circulation Plan and general transportation planning requirements;
 - 3. Compatibility with the surrounding neighborhood in terms of capacity of safety of the street network, site access, adequate parking, adequate storm water and drainage improvements, minimization of water, air or noise pollution, limited nighttime lighting and adequate screening and buffering potential;
 - 4. Adequacy of public facilities and services; and
 - 5. Community benefits from the proposal.
- D. **Decision-Maker.** The Director and Planning Commission shall make recommendations and the City Council shall approve, conditionally approve or deny a Master Plan.
- E. **Application and Review Procedures.** The application and processing procedures shall be as follows:
 - 1. The review of a Master Plan shall precede, or be concurrent with, any other required review process.
 - 2. The content of the Master Plan document shall be sufficient to generally assess the following:
 - a. Site access, traffic flow, pedestrian circulation/safety;
 - b. Adequate parking;
 - c. Location of open space and trails;
 - d. Drainage and storm water management;
 - e. General building location and size; and
 - f. Adequate screening and buffering.
 - 3. A General Meeting shall be required.
 - 4. A Neighborhood Meeting is mandatory.
 - 5. Required notice shall include public notice in the newspaper, mailed notice and sign posting notice.
- F. **Validity.** The Master Plan shall be valid for a minimum of five (5) years unless otherwise established by the decision-maker. All phases of projects being developed shall be in conformance with the approved plan. Amendments to the Master Plan may be proposed at

any time through the regular Master Plan review process. An amended Master Plan is required if significant changes are proposed. Generally, significant changes are anything not deemed to be minor amendments as defined in Section 2.12.F.3.a.

CHAPTER THREE

ZONING

The substantive changes to Chapter Three are found here. (Spelling changes not shown here.)

3.3 RESIDENTIAL ZONING DISTRICTS

A. RSF-R: Residential Single Family - Rural

1. **Purpose.** To provide areas for low intensity agricultural operations and very low density single family uses in a rural setting. This district is appropriate where low-density development is desired or where terrain and/or lack of public facilities and services require low intensity development or a sense of openness is desired. RSF-R zoning implements the *Rural and Estate* future land use classification of the GROWTH PLAN.
2. **Authorized Uses.** Table 3.5 lists the authorized uses in the RSF-R district.
1. **Intensity/Density.** Subject to the density bonus provisions of this Code, and other development standards of this Code, the following density provisions shall apply:
 - a. Maximum gross density shall not exceed one (1) dwelling per five (5) acres (*i.e.* 0.2 dwelling unit per acre);
 - b. Minimum lot size shall be five (5) acres, except as provided in the cluster provisions; and
 - c. Density shall also conform with the minimum and maximum densities identified in the Growth Plan.
2. **Sewer and Roads.** Only the City Council may waive the requirements that each structure be served by the Persigo sewer system. Rural road standards may apply.

RSF-R Summary

Primary Uses	Detached Single-Family, Agricultural, Institutional & Civic
Max. Density	1 unit/5 acres (cluster allowed)

B. RSF-E: Residential Single-Family – Estate

1. **Purpose.** To provide areas for low density, estate-type single-family residential development on lots of at least two (2) acres in size, RSF-E zoning implements the *Residential Low, Estate & Rural* future land use classifications of the GROWTH PLAN.

RSF-E Summary	
Primary Uses	Detached Single-Family, Civic
Max. Density	1 unit/2 acres (cluster allowed)

2. **Authorized Uses.** Table 3.5 lists the uses authorized in the RSF-E District.
3. **Intensity/Density.** Subject to the density bonus provisions of this Code, and other development standards in this Code, the following density provisions shall apply:
- a. Maximum gross density shall not exceed one (1) dwelling per two (2) acres (i.e., 0.5 dwelling units per acre);
 - b. Minimum lot size shall be two (2) acres, except as provided in Section 6.7.D.5 cluster provisions; and
 - c. Density shall also conform with the minimum and maximum densities identified in the Growth Plan.
4. **Sewer and Roads.** Only the City Council may waive the requirements that each structure be sewered by the Persigo sewer system. Rural road standards may apply.

C. RSF-1: Residential Single Family - 1

1. **Purpose.** To provide areas for low density residential uses in less intensely developed areas. RSF-1 tracts should abut or be in close proximity to existing large lot single family development, making RSF-1 an appropriate transition district between rural and higher density areas. This District implements the *Residential/Low Density* future land use classification of the GROWTH PLAN.

2. **Authorized Uses.** Table 3.5 lists the uses authorized in the RSF-1 District.

3. **Intensity/Density.** Subject to the density bonus provisions of this Code, and other development standards in this Code, the following density provisions shall apply:

- a. Maximum gross density shall not exceed one (1) dwelling per acre;
- b. Minimum lot size shall be one (1) acre, except as provided in the cluster provisions; and
- c. Density shall also conform with the minimum and maximum densities identified in the Growth Plan.

RSF-1 Summary

Primary Uses	Detached Single-Family, Civic
Max. Density	1 unit/acre (cluster allowed)

D. RSF-2: Residential Single Family - 2

1. **Purpose.** To provide areas for medium-low density, single-family residential uses where adequate public facilities and services exist. RSF-2 zoning implements the *Residential Low Density* and *Residential Medium Low Density* future land use classifications of the GROWTH PLAN.

RSF-2 Summary	
Primary Uses	Detached/Attached Single-Family, Civic
Max. Density	2 units/acre (cluster allowed)

2. **Authorized Uses.** Table 3.5 lists the uses authorized in the RSF-2 District.
3. **Intensity/Density.** Subject to the density bonus provisions of this Code, and other development standards in this Code, the following density provisions shall apply:
- a. Maximum gross density shall not exceed two (2) dwellings per acre;
 - b. Minimum lot size shall be 17,000 square feet, except as provided in the cluster provisions; and
 - c. Density shall also conform with the minimum and maximum densities identified in the Growth Plan.
4. **Performance Standards.** No attached dwelling shall be constructed on a lot originally platted and zoned for detached dwellings unless a Conditional Use Permit has been issued.

E. RSF-4: Residential Single Family - 4

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

RSF-4 Summary	
Primary Uses	Detached/Attached Single-Family, Duplex, Civic
Max. Density	4 units/acre (cluster allowed)
Min. Density	2 units/acre

Authorized Uses. Table 3.5 lists the authorized uses in the RSF-4 District.

3. **Intensity/Density.** Subject to the density bonus provisions of this Code, and other development standards in this Code, the following density provisions shall apply:
 - a. Maximum gross density shall not exceed four (4) dwellings per acre;
 - b. Minimum lot size shall be 8,000 square feet, except as provided in the cluster provisions;
 - c. Minimum net density shall not be less than two (2) dwellings per acre; and
 - d. Density shall also conform with the minimum and maximum densities identified in the Growth Plan.
4. **Performance Standards.** Development shall conform to the standards established in this Code.
 - a. In a RSF-4 district, a duplex may be built only on a corner lot and then only if:
 - (1) The minimum lot size is 15,000 square feet;
 - (2) The garage of each unit fronts on a different street;
 - (3) The main entry of each unit fronts on a different street;
 - (4) The gross density of the subdivision shall not exceed four (4) dwellings per acre;
 - (5) The streets are classified as local streets or a local street and a residential collector; and
 - (6) Driveway locations must be in accordance with TEDS.
 - b. No attached dwelling or duplex shall be constructed on a lot originally platted and zoned for detached dwellings unless a Conditional Use Permit has been issued.

F. **RMF-5: Residential Multi Family – 5**

1. **Purpose.** To provide for medium density detached and attached dwellings, duplexes and townhouses in areas where large-lot development is discouraged and adequate public facilities and services are available. RMF-5 supports the GROWTH PLAN’S principles of concentrating urban growth and reinforcing existing community centers. A mix of dwelling types is allowed in this district. This district implements the *Residential Medium Density* future land use classification of the GROWTH PLAN.

RMF-5 Summary	
Primary Uses	Attached and Detached Single-Family, Duplex, Townhouse, Civic
Max. Density	5 units/acre (cluster allowed)
Min. Density	2 units/acre

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the RMF-5 District.
3. **Intensity/Density.** Subject to the density bonus provisions of this Code, and other development standards in this Code, the following density provisions shall apply:
- a. Maximum gross density shall not exceed five (5) dwellings per acre;
 - b. Minimum lot size shall be 6,500 square feet for the first dwelling unit plus 5,000 square feet for each additional unit on the same lot, except as provided in the cluster provisions;
 - c. Minimum net density shall not be less than two (2) dwellings per acre; and
 - d. Density shall also conform with the minimum and maximum densities identified in the Growth Plan.
4. **Performance Standards.** No attached dwelling shall be constructed on a lot originally platted and zoned for detached dwellings unless a Conditional Use Permit has been issued.

G. RMF-8: Residential Multi-Family - 8

1. **Purpose.** To provide for medium-high density attached and detached dwellings, duplexes, townhouses and multi-family units. RMF-8 is a transitional district between lower density single family districts and higher density multi-family or business development. A mix of dwelling types is allowed in this district. RMF-8 implements the *Residential Medium and Medium-High Density* future Land Use classifications of the GROWTH PLAN.

RMF-8 Summary	
Primary Uses	Attached and Detached Single-Family, Duplex, Townhouse, Multifamily Civic
Max. Density	8 units/acre
Min. Density	4 units/acre

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the RMF-8 District.

3. **Intensity/Density.** Subject to the density bonus provisions of this Code, and other development standards in this Code, the following density provisions shall apply:

- a. Maximum gross density shall not exceed eight (8) dwellings per acre;
- b. Minimum lot size shall be 4,500 square feet for an initial dwelling unit plus 4,000 square feet for each additional unit on the same lot;
- c. Minimum net density shall not be less than four (4) dwellings per acre; and
- d. densityDensity shall also conform with the minimum and maximum densities identified in the Growth Plan.

4. **Performance Standards.**

- a. No attached unit shall be constructed on a lot originally platted and zoned for detached dwellings unless a Conditional Use Permit has been issued.
- b. For the purpose of calculating density on parcels smaller than five (5) acres, one-half (1/2) of the land area of all adjoining rights-of-way may be included in the gross lot area. The area of the right-of-way shall not be included to determine compliance with the minimum lot area requirements.

H. RMF-12: Residential Multi-Family - 12

1. **Purpose.** To provide for high density development allowing several types of residential units within specified densities. RMF-12 may serve as a transitional district between single family and trade districts. This district is intended to allow a mix of residential unit types and densities to provide a balance of housing opportunities in a neighborhood. RMF-12 implements the *Residential Medium High and High Density* future land use classifications of the GROWTH PLAN. This zone may be appropriate in lower density areas if used as a part of a mixed density development.

RMF-12 Summary	
Primary Uses	Attached and Detached Single-Family, Duplex, Townhouse, Multi-Family, Civic
Max. Density	12 units/acre
Min. Density	8 units/acre

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the RMF-12 District.

3. **Intensity/Density.** Subject to the density bonus provisions of this Code, and other development standards in this Code, the following density provisions shall apply:

- a. Maximum gross density shall not exceed twelve (12) dwellings per acre;
- b. Minimum lot size shall be 4,000 square feet for an initial dwelling unit, plus 2,000 square feet for each additional unit on the same lot;
- c. Minimum net density shall not be less than eight (8) dwellings per acre; and
- d. Density shall also conform with the minimum and maximum densities identified in the Growth Plan.

4. **Performance Standards.**

- a. For purpose of calculating density on parcels smaller than five (5) acres, one-half (1/2) of the land area of all adjoining rights-of-way may be included in the gross lot area.
- b. The area of the right-of-way shall not be included to determine compliance with the minimum lot area requirements.

I. RMF-16: Residential Multi-Family - 16

1. **Purpose.** To provide for high density development allowing several types of residential unit types. RMF-16 may serve as a transitional district between single family and trade zones. This district is intended to allow a mix of residential unit types and densities to provide a balance of housing opportunities in a neighborhood. RMF-16 implements the *Residential Medium High and High Density* future land use classification of the GROWTH PLAN. It may be appropriate in lower intensity areas if part of a mixed density development.

RMF-16 Summary	
Primary Uses	Attached and Detached Single-Family, Duplex, Townhouse, Multi-Family, Civic
Max. Density	16 units/acre
Min. Density	12 units/acre

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the RMF-16 District.

Intensity/Density. Subject to the density bonus provisions of this Code, and other development standards in this Code, the following density provisions shall apply:

- a. Maximum gross density shall not exceed sixteen (16) dwellings per acre;
- b. Minimum lot size shall be 4,000 square feet for an initial dwelling unit plus 1,500 square feet for each additional unit on the same lot;
- c. Minimum net density shall not be less than twelve (12) dwellings per acre; and
- d. Density shall also conform with the minimum and maximum densities identified in the Growth Plan.

Performance Standards.

- a. For purpose of calculating density on any parcel, one-half (1/2) of the land area of all adjoining rights-of-way shall not be included in the gross lot area.
- b. No right-of-way shall be counted to meet minimum lot area requirements.

J. RMF-24: Residential Multi-Family - 24

1. **Purpose.** To provide for high density residential use. This district allows several types of residential unit types within specified densities. RMF-24 may serve as a transitional district between single family and trade zones. This district is intended to allow a mix of residential unit types and densities to provide a balance of housing opportunities in

RMF-24 Summary	
Primary Uses	Attached and Detached Single-Family, Duplex, Townhouse, Multi-Family, Civic
Max. Density	24 units/acre
Min. Density	16 units/acre

the neighborhood. RMF-24 implements the residential *High Density* future land use classification of the GROWTH PLAN. It may be appropriate in lower intensity areas where it is part of a mixed density development.

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the RMF-24 District.
3. **Intensity/Density.** Subject to the density bonus provisions of this Code, and other development standards in this Code, the following density provisions shall apply:
 - a. Maximum gross density shall not exceed twenty-four (24) dwellings per acre;
 - b. Minimum area required shall be 4,000 square feet for an initial dwelling Unit plus 1,000 square feet for each additional unit on the same lot;
 - c. Minimum net density shall not be less than sixteen (16) dwellings per acre; and
 - d. Density shall also conform with the minimum and maximum densities identified in the Growth Plan.
4. **Performance Standards.**
 - a. For purpose of calculating density on any parcel, one-half (1/2) of the land area of all adjoining rights-of-way shall not be included in the gross lot area.
 - b. No right-of-way shall be counted to meet minimum lot area requirements.

3.4 NONRESIDENTIAL ZONING DISTRICTS

A. RO: Residential Office

1. **Purpose.** To provide low intensity, nonretail, neighborhood service and office uses that are 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. RO implements the medium, medium-high and high residential density and *Commercial* future land use classifications of the GROWTH PLAN in transitional corridors between single-family residential and more intensive uses.

RO Summary	
Primary Uses	Professional Offices, Attached and Detached Single Family, Duplex, Townhouse, Multifamily, Civic
Max. Intensity	0.4 FAR, 16 units/acre
Max. Bldg. Size	10,000 sq. ft.
Min. Density	4 units/acre

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the RO District.
3. **Intensity/Density.** Subject to the density bonus provisions of this Code, and other development standards in this Code, the following density provisions shall apply:
 - a. Maximum gross density shall not exceed sixteen (16) dwellings per acre;
 - b. Minimum lot size shall be 5,000 square feet for all nonresidential uses and for an initial dwelling unit plus 1,500 square feet for each additional dwelling on the same lot;
 - c. Nonresidential intensity shall not exceed a floor area ratio (FAR) of 0.4;
 - d. Maximum building size shall not exceed 10,000 square feet, unless a conditional use permit is issued.
 - e. Minimum net density shall not be less than four (4) dwellings per acre if the property is developed exclusively for residential use. Minimum density does not apply to mixed use properties.
4. **RO District Performance Standards.** New construction, including additions and rehabilitations, in the RO district shall be designed to look residential and shall be consistent with existing buildings along a street. "Consistent" means the operational, site design and layout, and architectural considerations described in the next subsections.
5. **Site Design, Layout and Operational Considerations.**
 - a. **Parking.** Business uses in the RO District shall be designed and operated not to increase on-street parking in front of dwellings in the neighborhood. On-site parking shall be provided pursuant to the parking rules. On-site parking spaces shall only be located in the side and rear

yards; and screened from adjacent dwellings by a solid wall, fence or vegetation having a height of not less than four feet (4') nor more than six feet (6') [vegetation may exceed six feet (6') in height].

- b. **Service Entrances.** Service entrances, loading areas and dumpster areas shall be located only in the rear or side yard. Each loading area shall be screened from each adjacent residential use or zone.
 - c. **Use of Front Yard.** Front yards shall be reserved for landscaping, sidewalks, driveway access to parking areas and signage.
 - d. **Hours of Business.** No uses in this district shall open earlier than 7:30 AM and shall close no later than 8:00 PM.
 - e. **Outdoor Storage and Display.** Outdoor storage and display areas associated with nonresidential uses are prohibited.
 - f. **Mixed Use.** Any mix of residential and nonresidential uses on the same lot shall be located in the same structure.
 - g. **Outdoor Lighting.** Outdoor lighting shall comply with the lighting provisions in this Code.
6. **Architectural Considerations.**
- a. **Building Alignment along Streets.** Every new building and addition shall be located so that it aligns with existing neighborhood buildings. "Aligns" means elevation (*e.g.*, horizontal lines of peaks of roofs, cornices, window sills) and plan (*e.g.*, setbacks from the street and rear property lines and spacing between structures/setbacks from side property lines).
 - b. **Building Orientation/Style.** Main entrances shall open onto a street and shall align with those of adjacent residential buildings. For example, in many RO areas, raised foundations and steps that define the main entrance are prevailing residential characteristics. Door styles shall be similar to those found on residential dwellings.

- c. **Building Mass/Scale Proportion.** Each new building, its mass in relation to open spaces and its windows, doors, and openings shall be visually compatible. Visually compatible means compatible with adjacent and neighboring buildings including mass, shape, window, doors, openings, roof shape, roof pitch and orientation. For example, a large building shall be compatible with surrounding smaller dwellings by dividing its mass into smaller components to create a building elevation that is more like the size and proportion of the nearby dwellings.
- d. **Height.** New buildings shall have the same number of stories and a height which is compatible with those of nearby dwellings. Two and one-half (2 1/2) stories shall be the maximum subject to maximum height of thirty-five feet (35').
- e. **Roof Shape.** The roofs of new buildings shall be visually compatible with nearby dwellings. Roof pitch shall be at least 4:12.
- f. **Fenestration.** Structures shall be visually compatible with surrounding residential structures. Visually compatible includes the relationship of width to height, and the spacing of windows and doors. For example, tall evenly-spaced rectangular windows are typical of certain residential styles in RO District areas.
- g. **Materials.** The exterior of all new buildings, additions and alterations shall be similar in size and appearance to nearby dwellings. Sign materials should be visually compatible to materials used on the building facade.
- h. **Signage.** See Section 4.2.G.1.d for sign standards in the RO District.

B. B-1: Neighborhood Business

1. **Purpose.** To provide small areas for office and professional services combined with limited retail uses, designed in scale with surrounding residential uses; a balance of residential and nonresidential uses. B-1 implements the residential high density and *commercial* future land use classifications of the GROWTH PLAN.

B-1 Summary	
Primary Uses	Offices, Retail, Services
Max. Intensity	0.5 FAR, 16 units/acre
Max. Bldg. Size	30,000 sq. ft. for office 15,000 sq. ft. for retail
Min. Density	8 units/acre

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the B-1 District.

3. **Intensity/Density.** Subject to the density bonus provisions of this Code and other development standards in this Code, the following intensity and density provisions shall apply:

- a. Minimum lot size shall be 10,000 square feet, except where a continuous commercial center is subdivided with pad sites or other shared facilities;
- b. Nonresidential intensity shall not exceed a floor area ratio (FAR) of 0.5;
- c. Unless a CUP is approved the maximum building size shall not exceed 30,000 square feet for office or any mixed uses, and 15,000 square feet for retail;
- d. Maximum gross density shall not exceed sixteen (16) dwellings per acre, excluding retail and office; and,
- e. Minimum net density shall not be less than eight (8) dwellings per acre if the only uses are residential.

4. **Street Design.** Effective and efficient street design and access shall be considerations in the determination of project/district intensity.

5. **Performance Standards.**

- a. **Location.** B-1 Zones are to be limited to the intersection of any arterial or collector street with another collector or arterial street; however, existing retail and office uses which form an existing center as of the effective date of this Code are allowed as B-1.
- b. **Parking.** Business uses shall be designed and operated so as not to increase on-street parking in front of neighborhood dwellings. On-site parking shall be provided.
- c. **Hours of Business.** No use in this district shall open or accept deliveries earlier than 5:00 AM nor close later than 11:00 PM. “Close” includes no customers on-site, no deliveries and no illumination of signs.
- d. **Service Entrances.** Business service entrances, service yards and loading areas shall be located only in the rear or side yard.
- e. **Mixed Use.** Any mix of residential and nonresidential uses on one (1) lot or parcel shall be located in the same structure.

- f. **Outdoor Storage and Display.** Outdoor storage and permanent displays are prohibited. Portable display of retail merchandise may be permitted as elsewhere provided in this Code.
- g. **Rezone Application.** For the purpose of a rezone application to a B-1 district, the Planning Commission should consider the distance from other commercial and business zoning. New B-1 districts should be located at least eight-tenths (8/10th) of a mile from another business or commercial zone district.

C. **B-2: Downtown Business**

1. **Purpose.** To provide concentrated downtown retail, service, office and mixed uses not including major/regional shopping centers or large outdoor sales areas. The B-2 District promotes the vitality of the Downtown Commercial Core Area as provided by the GROWTH PLAN. Thus, pedestrian circulation is encouraged as are common parking areas. This district implements the *commercial* future land use classification of the GROWTH PLAN.
2. **Authorized Uses.** Table 3.5 lists the authorized Uses in the B-2 District.
3. **Intensity/Density.** Subject to the density bonus provisions of this Code, and other development standards in this Code, the following Intensity/Density provisions shall apply:
 - a. Maximum gross density shall not exceed twenty-four (24) dwellings per acre;
 - b. Nonresidential intensity shall not exceed a floor area ratio (FAR) of 4.0; and
 - c. Minimum net density shall not be less than eight (8) dwellings per acre if the only uses are residential. Minimum density shall not apply to mixed use developments.
4. **General Performance Standards Street Design.** Effective and efficient street design and access shall be considerations in the determination of project/district intensity.
5. **B-2 Performance Standards.**
 - a. **Landscaping.** Landscaping requirements may be waived by the Director for any property fronting on Main Street, Colorado Avenue or Rood Avenue between 1st Street and 7th Street if street-scaping exists or will be provided in the right-of-way.
 - b. **Service Entrances.** Service entrances, service yards and loading areas shall be located only in the rear or side yard. In a B-2 District a six-foot high solid fence or wall of stone, wood or masonry shall screen: each service yard or area from adjoining single family residential zones and uses which are not separated by a street (not counting an alley or any easement).

B-2 Summary	
Primary Uses	Offices, Retail, Civic, Government, Services, Residential
Max. Intensity	4.0 FAR, 24 units/acre
Min. Density	8 units/acre

- c. **Mixed Use.** Mixed Use projects shall not exceed eight (8) dwelling units per acre.
- d. **Outdoor Storage and Display.** Outdoor storage and permanent display areas shall only be allowed in the rear half of the lot, beside or behind the principal structure, except for automotive display lots, which shall require approval of a Conditional Use Permit. Portable display of retail merchandise may be permitted subject to this Code.

D. C-1: Light Commercial

1. **Purpose.** To provide indoor retail, service and office Uses requiring direct or indirect arterial street access, and business and commercial development along arterials. The C-1 District should accommodate well-designed development on sites that provide excellent transportation access, make the most efficient use of existing infrastructure and provide for orderly transitions and buffers between uses. This District implements the *commercial* future land use classification of the GROWTH PLAN.

C-1 Summary	
Primary Uses	Offices, Retail, Services
Max. Intensity	1.0 FAR/ 24 units /acre
Max. Bldg. Size	80,000 sq. ft.
Min. Density	12 units/acre

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the C-1 District.

3. **Intensity/Density.** Subject to the density provision of this Code, and other development standards in this Code, the following Intensity/Density provisions shall apply:

- a. Nonresidential intensity shall not exceed a floor area ratio (FAR) of 1.0;
- b. Minimum lot size shall be 0.5 acre, except where a continuous commercial center is subdivided, with pad sites or other shared facilities;
- c. Maximum building size shall not exceed 80,000 square feet, without a conditional use permit;
- d. Maximum gross density shall not exceed twenty-four (24) dwellings per acre; and
- e. Minimum net density shall not be less than twelve (12) dwellings per acre if the only use is residential, except in a manufactured home park.

4. **General Performance StandardsStreet Design.** Effective and efficient street design and access shall be considerations in the determination of project/district intensity.

5. **C-1 Performance Standards.**

- a. **Service Entrances.** Building entrances to service yard and loading areas shall be located only in the rear and side yard.
- b. **Outdoor Storage and Display.** Outdoor storage and permanent display areas shall only be allowed in the rear half of the lot, beside or behind the principal structure, except for automobile sales lots for which a CUP has been issued. Portable display of retail merchandise may be permitted subject to this Code.

E. C-2: General Commercial

1. **Purpose.** To provide for commercial activities such as repair shops, wholesale businesses, warehousing and retail sales with limited outdoor display of goods and even more limited outdoor operations. The C-2 District is appropriate in locations designated for the *commercial or commercial/industrial* future land use classifications in the GROWTH PLAN.

C-2 Summary	
Primary Uses	General Retail & Services
Max. Intensity	2.0 FAR
Max. Bldg. Size	150,000 sq. ft.

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the C-2 District.
3. **Intensity.** Subject to the development standards in this Code, the following intensity provisions shall apply:
 - a. Nonresidential intensity shall not exceed a floor area ratio (FAR) of 2.0;
 - b. Minimum lot size shall be 0.5 acre, except where a continuous commercial center is subdivided, with pad sites or other shared facilities;
 - c. Maximum building size shall be 150,000 square feet, unless a Conditional Use Permit is issued.
4. **General Performance Standards Street Design.** Effective and efficient street design and access shall be considerations in the determination of project/district intensity.
5. **C-2 Performance Standards.**
 - a. **Rezone.** Rezoning to C-2 shall not be permitted adjacent to any residential single family zone.
 - b. **Outdoor Storage and Display.** Outdoor storage and display areas are not allowed within the front yard setback. Permanent and portable display of retail merchandise is permitted.

F. I-0: Industrial/Office Park

1. **Purpose.** To provide for a mix of light manufacturing uses, office park, limited retail and service uses in a business park setting with proper screening and buffering, all compatible with adjoining uses. This District implements the *commercial/industrial* and *industrial* future land use classifications of the GROWTH PLAN.

I-0 Summary	
Primary Uses	Light manufacturing, office, commercial services
Max. Intensity	0.75 FAR
Max. Bldg. Size	250,000 sq. ft.

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the I-O District.
3. **Intensity.** Subject to the development standards in this Code, the following intensity provisions shall apply:
 - a. Nonresidential intensity shall not exceed a floor area ratio (FAR) of 0.75;
 - b. Minimum lot size shall be one (1) acre, except where a continuous commercial center is subdivided;
 - c. Maximum building size shall be 250,000 square feet, unless a conditional use permit is issued.
4. **General Performance Standards Street Design.** Effective and efficient street design and access shall be considerations in the determination of project/district intensity.
5. **I-0 Performance Standards.**
 - a. **Retail Sale Area.** Areas devoted to retail sales shall not exceed: ten percent (10%) of the gross floor area of the principal structure, and 5,000 square feet on any lot or parcel.
 - b. **Loading Docks.** Loading docks shall be located only in the side or rear yards.
 - c. **Vibration, Smoke, Odor, Noise, Glare, Wastes, Fire Hazards and Hazardous Materials.** No person shall occupy, maintain or allow any use in an I-0 District without continuously meeting the following minimum standards regarding vibration, smoke, odor, noise, glare, wastes, fire hazards and hazardous materials. Conditional use permits for uses in this district may establish higher standards and conditions.

- (1) **Vibration:** Except during construction or as authorized by the City, activity or operation which causes any perceptible vibration of the earth to an ordinary person on any other lot or parcel, shall not be permitted.
- (2) **Noise:** The owner and occupant shall regulate uses and activities on the property so that sound never exceeds sixty-five decibels (65 dB) at any point on the property line.
- (3) **Glare:** lights, spotlights, high temperature processes or otherwise, whether direct or reflected, shall not be visible from any lot, parcel or right-of-way.
- (4) **Solid and Liquid Waste:** All solid waste, debris and garbage shall be contained within a closed and screened dumpster, refuse bin and/or trash compactor(s). Incineration of trash or garbage is prohibited. No sewage or liquid wastes shall be discharged or spilled on the property.
- (5) **Hazardous Materials:** Information and materials to be used or located on the site whether on a full-time or part-time basis, that are required by the SARA Title III Community Right to Know shall be provided at the time of any City review, including site plan. Information regarding the activity or at the time of any change of use or expansion, even for existing uses, shall be provided to the Director.
- (6) **Outdoor Storage and Display.** Outdoor storage and permanent display areas shall only be located in the rear half of the lot beside or behind the principal structure. Portable display of retail merchandise may be permitted as provided in Chapter Four.

G. I-1: Light Industrial

1. **Purpose.** To provide for areas of light fabrication, manufacturing and industrial uses which are compatible with existing adjacent land uses, access to transportation and the availability of public services and facilities. I-1 Zones with conflicts between other uses can be minimized with orderly transitions of zones and buffers between uses. This district implements the *commercial/industrial* and *industrial* future land use classifications of the GROWTH PLAN.

I-1 Summary	
Primary Uses	Manufacturing, office, commercial services
Max. Intensity	2.0 FAR
Max. Bldg. Size	150,000 sq. ft.

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the I-1 district.
3. **Intensity.** Subject to the development standards in this Code, the following intensity provisions shall apply:
 - a. Nonresidential intensity shall not exceed a floor area ratio (FAR) of 2.0;
 - b. Minimum lot size shall be one (1) acre, except where a commercial or industrial center is subdivided with pad sites or other shared facilities;
 - c. The maximum building size is 150,000 square feet, unless a conditional use permit is issued.
4. **General Performance Standards Street Design.** Effective and efficient street design and access shall be considerations in the determination of project/district intensity.
5. **I-1 Performance Standards.** The performance standards of the I-0 district shall apply in the I-1 district, except that:
 - a. Principal and accessory outdoor storage and display areas shall be permitted in accordance with Chapter Four, with the following exceptions:
 - (1) Outdoor storage and displays shall not be allowed in the front yard setback;
 - (2) Screening shall be maintained in the frontage adjacent to arterial and collector streets and along that portion of the frontage on local streets which adjoin any zone except I-1 or I-2;
 - (3) Unless required to buffer from an adjoining district, screening along all other property lines is not required;
 - (4) Screening of dumpsters is not required; and
 - (5) Outdoor storage areas may be established as a principal use without a conditional use permit.

H. I-2: General Industrial

1. **Purpose.** To provide areas of heavy and concentrated fabrication, manufacturing and industrial uses which are compatible with adjacent uses, easy semi-tractor trailer access to the state highway system and/or railroads and the availability of public services and facilities. Conflicts between the I-2 District must be minimized with other uses by orderly transitions and buffers between Uses. This District implements the *industrial* future land use classification of the GROWTH PLAN.
2. **Authorized Uses.** Table 3.5 lists the authorized uses in the I-2 district.
3. **Intensity.** Subject to the development standards in this Code, the following intensity provisions shall apply:
 - a. Nonresidential intensity shall not exceed a floor area ratio (FAR) of 2.0; and
 - b. The minimum lot size shall be one (1) acre, except where a commercial or industrial center is subdivided.
4. **General Performance Standards Street Design.** Effective and efficient street design and access shall be considerations in the determination of project/district intensity.
5. **I-2 Performance Standards.** The performance standards for the I-1 district shall apply in the I-2 district except that the Director may approve outdoor storage as a principle use without requiring a conditional use permit.

I-2 Summary

Primary Uses	Manufacturing, office, commercial services
Max. Intensity	2.0 FAR

I. CSR: Community Services and Recreation

1. **Purpose.** To provide public and private recreational facilities, schools, fire stations, libraries, fairgrounds, and other public/institutional uses and facilities. The district would include open space areas, to prevent environmental damage to sensitive areas, and to limit development in areas where police or fire protection, protection against flooding by storm water, or other services or utilities are not readily available. The CSR

CSR Summary	
Primary Uses	Parks, open space, schools, libraries, recreational facilities.
Max. Intensity	FAR 1.0 for public/Institutional FAR 0.4 for recreation/conservation uses
Max. Bldg. Size	80,000 sq. ft. (except subject to a CUP)

District would include outdoor recreational facilities, educational facilities, open space corridors, recreational, non-vehicular transportation, environmental areas and would be interconnected with other parks, trails and other recreational facilities. This District implements the *parks*, *conservation* and *Institutional* land use classifications of the GROWTH PLAN.

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the CSR district.
3. **Intensity/Density.** Subject to the development standards in this Code, the following intensity/density provisions shall apply:
 - a. Nonresidential intensity shall not exceed an FAR of 1.0 for public/institutional uses and 0.4 for recreation/conservation uses;
 - b. Minimum lot size shall be one (1) acre;
 - c. The maximum building size shall be 80,000 square feet unless a conditional use permit is issued; and
 - d. Maximum gross density shall not exceed one (1) dwelling per five (5) acres (*i.e.*, 0.2 dwellings per acre). One (1) caretaker dwelling unit per lot is not counted when calculating maximum density.
4. **CSR Performance Standards.** Development shall conform to the standards established in this Code.
 - a. **Outdoor Storage.** Outdoor storage areas shall comply with the standards in Chapter Four, except that those associated with extractive uses, in which case no screening shall be required for an extractive use unless required by Chapters Four or Six in order to buffer from neighborhood uses or zones.

J. M-U: Mixed Use

1. **Purpose.** To provide for a mix of light manufacturing and office park employment centers, limited retail, service and multifamily residential uses with appropriate screening, buffering and open space and enhancement of natural features and other amenities such as trails, shared drainage facilities, and common landscape and streetscape character. This District implements the *commercial*, *commercial/industrial* and *industrial* future land use classifications of the Growth Plan, as well as serving as a transition between residential and nonresidential use areas.

M-U Summary	
Primary Uses	Employment, residential, limited retail, open space
Max. Intensity	Non-Residential Nonresidential: 0.50 FAR
Maximum Density	Residential: 24 units per acre
Minimum Density	Residential: 12 units per acre
Max. Bldg. Size	150,000 sq. ft. (30,000 sq. ft. for retail)

2. **Authorized Uses.** Table 3.5 lists the authorized uses in the M-U district.
3. **Intensity.** Subject to the development standards in this Code, the following intensity provisions shall apply:
 - a. Nonresidential intensity shall not exceed a floor area ratio (FAR) of 0.50;
 - b. Nonresidential minimum lot size shall be one (1) acre, except where a continuous commercial center is subdivided;
 - c. Maximum building size for all non-retail uses shall be 150,000 square feet unless a Conditional Use Permit is issued. Maximum building size for retail shall be 30,000 square feet;
 - d. Maximum gross residential density shall not exceed twenty-four (24) units per acre;
 - e. Minimum net residential density shall be twelve (12) units per acre.
 - f. Development parcels and/or projects containing greater than five (5) acres shall have a minimum of twenty percent (20%) of the gross land area in residential development. The required twenty percent (20%) may be transferred between parcels in the Mixed Use Zone District that are being planned at the same time.
4. **M-U Performance Standards.** Development shall conform to the standards established in this Code.
 - a. Refer to any applicable overlay zone district and/or corridor design standards and guidelines.
 - b. **Loading/Service Areas.** Loading docks and trash or other service areas shall be located only in the side or rear yards.
 - c. **Vibration, Smoke, Odor, Noise, Glare, Wastes, Fire Hazards and Hazardous Materials.** No person shall occupy, maintain or allow any

use in an M-U District without continuously meeting the following minimum standards regarding vibration, smoke, odor, noise, glare, wastes, fire hazards and hazardous materials. Conditional Use Permits for uses in this district may establish higher standards and conditions.

- (1) **Vibration:** Except during construction or as authorized by the City, activity or operation which causes any perceptible vibration of the earth to an ordinary person on any other lot or parcel, shall not be permitted.
 - (2) **Noise:** The owner and occupant shall regulate uses and activities on the property so that sound never exceeds sixty-five decibels (65 dB) at any point on the property line.
 - (3) **Glare:** Lights, spotlights, high temperature processes or otherwise, whether direct or reflected, shall not be visible from any lot, parcel or right-of-way.
 - (4) **Solid and Liquid Waste:** All solid waste, debris and garbage shall be contained within a closed and screened dumpster, refuse bin and/or trash compactor(s). Incineration of trash or garbage is prohibited. No sewage or liquid wastes shall be discharged or spilled on the property.
 - (5) **Hazardous Materials:** Information and materials to be used or located on the site whether on a full-time or part-time basis, that are required by the SARA Title III Community Right to Know shall be provided at the time of any City review, including the site plan. Information regarding the activity or at the time of any change of use or expansion, even for existing uses, shall be provided to the Director.
 - (6) **Outdoor Storage and Display:** Outdoor storage and permanent display areas shall only be located in the rear half of the lot beside or behind the principal structure. Portable display of retail merchandise may be permitted as provided in Chapter Four.
5. Performance and development standards for residential uses shall be derived from the underlying multifamily zone district, as defined in Chapter Three of this Code.
- a. The following standards shall apply to the required residential component.
 - (1) Final plans for the required residential component must be submitted and approved with the overall project.
 - (2) The required residential component must be built with the overall project, in accordance with the approved development schedule.
 - (3) Residential units may be built as part of any retail/commercial structure.
 - (4) The conditions of approval and development schedule shall be recorded against the title to all portions of the property, including

each nonresidential component, requiring that the required residential component be built within the approved development schedule. The City may enforce conditions of approval and the development schedule against the owners of any portion of the overall project jointly and separately.

CHAPTER FOUR

ACCESSORY USES, SIGN REGULATION & USE SPECIFIC STANDARDS

The substantive changes to Chapter Four are found in Sections 4.1.I.1, 4.1.I.2 and 4.3.D. (Spelling changes not shown here.)

Section 4.1.I.1 and 2

I. Outdoor Storage and Display.

1. Residential Outdoor Storage.

- a. Outdoor storage is permitted in all residential districts. Residential outdoor storage is presumed if the following or like materials are outside of a dwelling for a period of longer than forty-eight (48) consecutive hours and occupy a volume of more than one hundred fifty (150) cubic feet:
 - (1) Appliances;
 - (2) Building materials, except for periods where a valid building period is in effect for construction on the property; and
- (3) Inoperable automobile(s), truck(s), commercial vehicle(s) and RV'(s).

- b. Junk or rubbish shall not be stored.
- c. All outdoor storage shall be located in the rear half of the lot and shall be screened.
- d. A maximum of two (2) vehicles intended for repair or restoration, also known as "junk vehicles" may be stored on a property provided all of the following conditions are satisfied:
 - e. (1) Vehicle(s) shall be owned by the owner or occupant of the premises upon which the vehicles are located; and
 - f. (2) The vehicle(s) shall be kept in an enclosed garage or under an opaque cover designed for the vehicle or otherwise screened from off-premise view.
- a. All outdoor storage shall be screened. Acceptable screening consists of any combination of fences, walls, berms and landscaping that is at least six feet (6') in height and provides a permanent, opaque, year-round screening around the entire perimeter of the outdoor storage area. Plant materials are encouraged as screening.
- b. h. All outdoor storage shall meet the following additional requirements, as applicable:
 - (1) All storage shall conform to the performance standards of the zone as described in Section 3.3 for residential zoning;
 - (2) Except for integral units, stored items shall not project above the screening;

(3) Dumpsters and refuse containers for new multifamily dwelling, commercial and industrial uses shall be enclosed in a solid, opaque enclosure constructed of brick, masonry, stucco or wood of at least six feet (6') tall; and

(4) Nonconforming property shall comply with Section 3.8.

2. **Non-Residential Nonresidential Outdoor Storage.** Where outdoor storage is permitted in nonresidential districts it shall be subject to the provisions of this Code. Nonresidential outdoor storage are materials stored outside of business or commercial uses for a period of longer than forty-eight (48) consecutive hours and occupying a volume of more than one hundred fifty (150) cubic feet:

- a. Junk or rubbish is not permissible outdoor storage unless the use is a permitted junkyard/salvage yard or landfill.
- b. If the principal use of the property is other than a legal vehicle repair operation, impound lot, junkyard/salvage yard or fleet vehicle service center; a maximum of two (2) vehicles intended for repair or restoration may be stored on a property provided all of the following conditions are satisfied:
 1. Vehicle(s) shall be owned by the owner or occupant of the premises upon which the vehicle(s) are located:
 2. The vehicle(s) shall be kept in an enclosed garage, under an opaque cover designed for the vehicle or otherwise screened from off-premise view; and
 3. There shall be no outdoor storage of vehicle parts.

Existing Salvage/Recycling and Impound Lots:* If the principal use of the property is recycling to include car/auto recycler, end recycler (salvage yard) or wrecking yard storing inoperable vehicles, vehicle parts, dismantled machinery and associated parts, appliance recycler and impound lot and if the use was an existing legal use as of January 1, 2002, outdoor storage shall meet the following conditions.

1. Storage and dismantling areas shall require screening along all street frontages and along the first fifty feet (50') of the side perimeter from the street. Sites may use opaque slats in existing chain link fences or vegetation to meet the screening requirement as long as the screening is at least six (6) feet in height. Any new fencing shall be a minimum of six (6) feet.
2. If the recycler abuts a property with zoning which is not C-2, I-1 or I-2, the recycler shall also screen each perimeter that abuts such zone that is not C-2, I-1 or I-2. Buildings on property lines shall serve as screening.
3. No item shall be allowed to project above the screening except:

* Section 4.1.I.2.c.1 through 6. revised February 6, 2002
(Ordinance No. 3398)

integral units as defined in Chapter Nine of this Code; and stacking of no more than two vehicles on top of a wheel stand. Integral units shall include shelving up to twenty (20) feet in height for the purpose of storing recyclable parts. End recyclers are exempt from this requirement.

4. Each owner, operator, independent contractor and employee of a recycling business, and every other person who dismantles, repairs or installs motor vehicle parts or appliances or other equipment containing any fluid, gas or liquid or other regulated substance shall, in accordance with applicable laws and rules, control, contain, collect, and dispose of all fluids, hazardous wastes, and other regulated fluids in or generated by the dismantling, shredding, baling or storage of motor vehicles, appliances, other equipment or parts, including but not limited to oils, antifreezes, CFC's, transmission fluids, diesel fuel, and gasoline.
 5. Tires shall be stored as required by the Grand Junction Code of Ordinances.
 6. A recycler shall have a five day grace period to remove items placed outside of a perimeter fence. If the City gives a notice after the fifth working day, the recycler shall remove such items within five working days.
- d. If the principal use of the property is legal auto repair as of the adoption of this Code, the vehicles intended for repair shall not be stored in any right-of-way or in required parking spaces. Areas for storage of vehicles intended for repair must be screened along any street frontage.
 - e. Unless otherwise indicated, screening of all outdoor storage shall consist of any combination of fences, slats in chain link fences, walls, berms and landscaping that is at least six (6) feet in height and provides a permanent, opaque, year-round screening on all street frontages and the first fifty feet (50) of side perimeters of the outdoor storage area. Buildings on property line shall serve as screening. Plant materials are encouraged as screening.
 - f. All nonresidential outdoor storage shall meet the following additional requirements, as applicable:
 1. All storage shall conform to the Specific Zone Performance Criteria in Section 3.4 and the use-specific requirements of that particular use;
 2. Unless otherwise indicated, no outdoor storage shall be located in a required front yard setback or in any setback adjacent to a residential or business zone;
 3. Except for integral units, stored items shall not project above the screening;
 4. Dumpsters and refuse containers for new uses in all zones except I-1 and I-2 shall be enclosed in a solid, opaque enclosure constructed of brick, masonry, stucco or wood of at least six (6) feet tall.

Nonconforming sites shall comply with Section 3.8;

Section 4.3. USE-SPECIFIC STANDARDS

Section 4.3.B.5.a Adult Entertainment.

5. Definitions.

- a. **Adult Entertainment Establishments.** Any establishment which conducts as a Principal use of the premises or as a significant or substantial adjunct to another use of the premises, the sale, rental, display or other offering of live entertainment, dancing or material which is distinguished or characterized by its emphasis on depicting, exhibiting, describing or relating to specified sexual activities or specified anatomical areas , including but not limited to:
- (1) Adult bookstore: Any establishment which sells or rents adult material including but not limited to books, magazines, movies, films, slides, or other photographic or written material and/or devices;
 - (2) Adult hotel or motel: Any hotel or motel in which the presentation of adult material is the primary or a principal attraction; and
 - (3) Adult motion picture theater: Any fully enclosed theater in which the presentation of adult material is the primary or principal attraction;
 - (4) Adult cabaret, restaurant or place of business: a cabaret, restaurant or place of business, which features topless and/or bottomless dancers, waitresses, waiters, or entertainers, or any other depiction of adult material.

Section 4.3.D

New Car/Auto Recycler, End Recycler (Salvage Yard), Wrecking Yards, Appliance Recycler, Impound Lots.* For existing uses see section 4.1.I.2.c.

1. **Performance Standards.** New car/auto recycler, end recycler (salvage yard), wrecking yards, appliance recycler and impound lots shall be allowed to operate only with an approved conditional use permit and are subject to the following requirements. Salvage, dismantling, recycling or impound lot uses as accessory uses are permitted under the same status as the principal use and are subject to all requirements of the principal use in addition to the following requirements:
 - a. Recycling/wrecking/salvage yards and impound lots shall provide the screening and buffering required by Table 6.5 and provide a 6' high wall along the street frontage and along the first 50' of the side perimeter from

* Section 4.3.D.1.a. through g. revised February 6, 2002
(Ordinance No. 3398)

the street. The wall shall be increased to 8' if the yard will contain any stored items in excess of 6'. The required wall shall meet the required front yard setback with landscaping in the setback area.

- b. The wall shall be of solid, 100 percent opaque, construction of wood, masonry, chain-link with slats, or other material approved in writing by the Director (unless the screening and buffering required by Table 6.5 allows for only masonry or wood).
- c. All outdoor yards or storage lots shall comply with the following:
No yard or storage lot shall be placed or maintained within a required yard setback.
Stored items shall not project above the screening except for integral units as defined in Chapter Nine of this Code; and stacking of no more than two vehicles on top of a wheel stand. Integral units shall include shelving up to twenty (20) feet in height for the purpose of storing recyclable materials. Integral units shall not be stored within the first twenty (20) feet of the property from any street frontage property line.
All screening shall be installed in a professional and workmanlike manner, and maintained in good condition.
- d. All compaction, cutting and/or other material volume reducing operations shall be conducted to minimize the noise generated by the operation.
- e. Unusable items shall be disposed of and not be allowed to collect on the premises.
- f. All tires not mounted on operational vehicles shall be neatly stacked or placed in racks. If stacked, the stacks shall not be over six (6) feet in height; if on racks, the top of any tire on any rack shall not be over ten (10) feet in height.
- g. No garbage or other putrescent waste, likely to attract vermin, shall be kept on the premises. Gasoline, oil, or other hazardous materials which are removed from scrapped vehicles or parts of vehicles kept on the premises shall be disposed of in accordance with applicable federal, state and local regulations. All other regulations of the City such as, but not limited to, building codes, fire codes, weed regulations and health regulations shall apply to the operation of all such uses.

CHAPTER SIX

DESIGN & IMPROVEMENT STANDARDS

The substantive changes to Chapter Six are included here. (Spelling changes not shown unless included within the section shown.)

No changes to Section 6.1.

6.2 INFRASTRUCTURE STANDARDS

A. General.

1. **Public Improvements.** The improvements described in this section must be built by the applicant and constructed in accordance with adopted standards. The applicant/developer shall either complete construction of all such improvements (in this section “infrastructure”) prior to final City approval (such as a subdivision plat) or shall execute a Development Improvements Agreement. No improvements shall be made until the following required plans, profiles and specifications have been submitted to, and approved by, the City:
 - a. Roads, streets and alleys;
 - b. Street lights and street signs for all street intersections;
 - c. Sanitary sewer pipes and facilities;
 - d. Fire hydrants and water distribution system and storage;
 - e. Storm drainage system;
 - f. Irrigation system;
 - g. Right-of-way landscaping;
 - h. but not limited to, telephone, cable, television, electric, and natural gas shall be provided by, and paid for, by the developer. All utilities shall be installed underground, prior to street or alley surfacing or construction, except when the development has less than 700 feet of frontage and/or when half street improvements are not required to be completed along the perimeter of the development as part of the project, then in the discretion of the Public Works Director a payment of cash-in-lieu of construction may be accepted. The payment amount shall be determined as set forth in the adopted fee schedule. Necessary above-ground facilities (*e.g.*, pedestals, transformers, and transmission lines of 50 KV capacity or greater) and temporary overhead lines may be allowed if deemed necessary by the City Engineer;
 - i. Other improvements and/or facilities as may be required by changing technology and the approval process;
 - j. Permanent survey reference monuments and monument boxes, [C.R.S. 38-51-101].
2. **Guarantee of Public Improvements.** No development shall be approved until the City has accepted constructed infrastructure or the developer has executed a

development improvement agreement along with adequate security [Section 2.19].

3. **City Participation.** The City may elect to require the developer to coordinate construction with the City as required in this Chapter on the following basis:
 - a. If the developer, in order to provide safe access and circulation, must build or improve an arterial or collector street, the City may choose to participate in paying for a portion of the costs of paving these streets, including engineering, site preparation, base and pavement mat.

B. Streets, Alleys, Trails and Easements.

1. Design Standards.

- a. Street and alley layouts shall conform to adopted street plans and other policies, as well as TEDS. No owner or developer shall propose a site design or plan which could result in the applicant controlling access to a street, alley or right-of-way.
- b. Easements shall be provided as required for improvements and utilities. Alleys for utilities and infrastructure may be used.
- c. A developer shall dedicate to the City such rights-of-way (*e.g.*, streets, sidewalks, trails, bicycle paths and easements) needed to serve the project in accordance with:
 - (1) The adopted Functional Classification Map and Major Street Plan as amended from time to time; and
 - (2) The Urban Trails Map, sidewalks, trails and/or bicycle plans and maps including riverfront trails.
- d. Streets, alleys, sidewalks, trails and bikepaths shall be constructed in accordance with applicable City standards. If needed to provide safe and adequate access and circulation for residents, visitors, users and occupants, the applicant shall provide off-site infrastructure.
- e. Each project with one or more buildings (except detached dwellings) shall provide paved pedestrian walkway/sidewalk connections to nearby rights-of-way. Said connections shall be separate from parking and driveway areas.
- f. Dedications required by Section 6.2.B.1.c shall be at no cost to the City. Dedications shall not be eligible for or require a refund or TCP credit.

2. Transportation Capacity Payment (TCP) and Right-of-Way Improvements.

The developer shall pay to the City a Transportation Capacity Payment (TCP) and Right-of-Way Improvements as required by the Public Works Director (Director).

- a. The Director may require that the developer pay for and/or construct improvements necessary for the safe ingress and/or egress of traffic to the development. Those improvements are defined as minimum street access improvements. Minimum street access improvements shall be defined by the most recent version of the City's Growth and Development Related Street Policy and/or TEDS. The Growth and Development Related Street Policy shall be reviewed by City Staff and adopted annually by Council

Resolution.

- b. No planning clearance for a building permit for any use or activity requiring payment of the TCP shall be issued until the TCP has been paid and minimum street access improvements have been constructed, paid for or adequately secured as determined by the Director. Adequate security shall be that allowed or required for a Development Improvement Agreement (DIA) under Section 2.19 of this Code.
- c. The amount of the TCP shall be as set forth annually by the City Council in its adopted fee resolution. The TCP is minimally subject to annual adjustment for inflation based on the Consumer Price Index For All Urban Consumers (CPI-U), Western Region, size B/C, published monthly by the United States Department of Labor. (This information can be found at the internet site of <http://data.bls.gov/labjava/outside.jsp?survey=cu>).
- d. The TCP shall be used by the Director to make capital improvements to the transportation facilities in the City in accordance with the City's Growth and Development Related Street Policy, this Section, and other applicable provisions of the Zoning and Development Code.
 - (1) To pay debt service on any portion of any current or future general obligation bond or revenue bond issued after July 6, 2004 and used to finance major road system improvements;
 - (2) For the reconstruction and replacement of existing roads, the construction of new major road systems and improvements and/or for the payment of reimbursable street expenses (as that term is defined from time to time by the City's Growth and Development Related Street Policy) that are integral to and that add capacity to the street system.
 - (3) Traffic capacity improvements do not include ongoing operational costs or debt service for any past general obligation bond or revenue bond issued prior to July 6, 2004 or any portion of any current or future bond issued after July 6, 2004 and not used to finance major road system improvements.
 - (4) Capital spending decisions shall be guided by the principles, among others, that TCP funds shall be used to make capacity and safety improvements but not used to upgrade existing deficiencies except incidentally in the course of making improvements; TCP fund expenditures which provide improvements which are near in time and/or distance to the development from which the funds are collected are preferred over expenditures for improvements which are more distant in time and/or distance.
 - (5) No TCP funds shall be used for maintenance.
 - (6) TCP funds will be accounted for separately but may be commingled with other funds of the City.
 - (7) The Director shall determine when and where TCP funds shall be spent.

- (A) As part of the two-year budget process.
- (B) As required to keep pace with development.
- (8) The TCP shall not be payable if the Director is shown by clear and convincing evidence, that at least one of the following applies:
 - (A) An alteration or expansion of an existing structure will not create additional trips;
 - (B) The the construction of an accessory structure will not create additional trips produced by the principle building or use of the land. A garage is an example of an accessory structure which does not create additional trips;
 - (C) The the replacement of a destroyed or partially destroyed structure with a new building or structure of the same size and use that does not create additional trips;
 - (D) a structure is constructed in a development for which a TCP fee has been paid within the prior eighty four (84) months or the structure is in a development with respect to which the developer constructed Street Access Improvements and the City accepted such improvements and the warranties have been satisfied.
- e. type of impact-generating development for which a building permit is requested is for a change of land use or for the expansion, redevelopment or modification of an existing development, the fee shall be based on the net increase in the fee for the new land use type as compared to the previous land use type.
- f. In the event that the proposed change of land use, redevelopment or modification results in a net decrease in the fee for the new use or development as compared to the previous use or development, the developer may apply for a refund of fees previously paid with the consent of the previous person having made the payment and or constructed the improvements.
- g. For fees expressed per 1,000 square feet, the square footage shall be determined according to gross floor area, measured from the outside surface of exterior walls and excluding unfinished basements and enclosed parking areas. The fees shall be prorated and assessed based on actual floor area, not on the floor area rounded to the nearest 1,000 square feet.
- h. Any claim for credit shall be made not later than the time of application or request for a planning clearance. Any claim not so made shall be deemed waived. Credits shall not be transferable from one project or development to another nor otherwise assignable or transferable.
- i. Rights-of-way and otherMinimum Street access improvements include street and road improvements required to provide for the safe ingress and egress needs of the development as determined by the Director. shall be TEDSDetermined by the Director. The Director shall determine the acceptable quality of service taking into consideration existing traffic, streets and proposed development.
 - (1) Required right-of-way dedications shall be at no cost to the City.

Definitions. The following terms and words shall have the meanings set forth for this Section.

- (1) **Average trip length:** The average length of a vehicle trip as determined by the limits of the City, the distance between principle trip generators and as modeled by the City's, the County's, the State's or MPO's computer program(s). In the event that the models are inconsistent, the most advantageous to the City shall be used.
- (2) "Convenience store," "hotel/motel," "retail," and other terms contained and with the meaning set forth in the Trip Generation Manual.
- (3) **Lane-mile:** Means one paved lane of a right-of-way mile in length fourteen (14) feet in width, including curb and gutter, sidewalk, storm sewers, traffic control devices, earthwork, engineering, and construction management including inspections. The value of right-of-way is not included.
- (4) **Percentage of new trips:** Based on the most current version of ITE Transportation and Land Development Manual, and the ITE Trip Generation Manual.
- (5) **Unimproved/under-improved floor area:** Has the meaning as defined in the adopted building codes.

1. Calculation of Fee.

- (1) Any person who applies for a building permit for an impact-generating development shall pay a Transportation Impact Fee in accordance with the most recent fee schedule prior to issuance of a building permit. If any credit is due pursuant to Section i. above, the amount of such credit shall be deducted from the amount of the fee to be paid.

Table 6.2.A

Land Use Type	ITE Code	Unit	Fee	Factor
Residential				
Single Family	210	Dwelling	\$1,500	1.00
Multifamily	220	Dwelling	\$1,039	0.69
Mobile Home/RV Park	240	Pad	\$ 754	0.50
Hotel/Motel	310/320	Room	\$1,414	0.94
Retail/Commercial				
Shopping Center (0-99KSF)	820	1000 SF	\$2,461	1.64
Shopping Center (100-249KSF)	820	1000 SF	\$2,311	1.54
Shopping Center (250-499KSF)	820	1000 SF	\$2,241	1.49
Shopping Center (500+KSF)	820	1000 SF	\$2,068	1.38
Auto Sales/Service	841	1000 SF	\$2,223	1.48
Bank	911	1000 SF	\$3,738	2.49

Convenience Store w/Gas Sales	851	1000 SF	\$5,373	3.58
Golf Course	430	Hole	\$3,497	2.33
Health Club	493	1000 SF	\$2,003	1.34
Movie Theater	443	1000 SF	\$6,216	4.14
Restaurant, Sit Down	831	1000 SF	\$3,024	2.02
Restaurant, Fast Food	834	1000 SF	\$6,773	4.52
Office/Institutional				
Office, General (0-99KSF)	710	1000 SF	\$1,845	1.23
Office, General >100KSF	710	1000 SF	\$1,571	1.05
Office, Medical	720	1000 SF	\$5,206	3.47
Hospital	610	1000 SF	\$2,418	1.61
Nursing Home	620	1000 SF	\$ 677	0.45
Church	560	1000 SF	\$1,152	0.77
Day Care Center	565	1000 SF	\$2,404	1.60
Elementary/Sec. School	520/522/530	1000 SF	\$ 376	0.25
Industrial				
Industrial Park	130	1000 SF	\$1,091	0.73
Warehouse	150	1000 SF	\$ 777	0.52
Mini-Warehouse	151	1000 SF	\$ 272	0.18

- (2) If the type of impact-generating development for which a building permit is requested is not specified on the fee schedule, then the Director shall determine the fee on the basis of the fee applicable to the most nearly comparable land use on the fee schedule. The Director shall determine comparable land use by the trip generation rates contained in the most current edition of *ITE Trip Generation Manual*.
- (3) In many instances, a building may include secondary or accessory uses to the principal use. For example, in addition to the production of goods, manufacturing facilities usually also have office, warehouse, research and other associated functions. The TCP fee shall generally be assessed based on the principal use. If the applicant can show the Director in writing by clear and convincing evidence that a secondary land use accounts for over 25% of the gross floor area of the building and that the secondary use is not assumed in the trip generation for the principal use, then the TCP may be calculated on the separate uses.
- (4) **TCP fee Calculation Study.** At the election of the applicant or upon the request of the Director, for any proposed development activity, for a use that is not on the fee schedule or for which no comparable use can be determined and agreed by the applicant and the Director or for any proposed development for which the Director concludes the nature, timing or location of the proposed development makes it likely to generate impacts costing substantially more to mitigate than the amount of the fee that would be generated by the use of the fee schedule, a TCP fee

- calculation study may be performed.
- (5) The cost and responsibility for preparation of a fee calculation study shall be determined in advance by the applicant and the Director.
 - (6) The Director may charge a review fee and/or collect the cost for rendering a decision on such study. The Director's decision on a fee or a fee calculation study may be appealed to the Zoning Board of Appeals in accordance with Section 2.18.B of this Code.
 - (7) The TCP Fee Calculation Study shall be based on the same formula, quality of service standards and unit costs used in the Impact Fee Study. The Fee Study Report shall document the methodologies and all assumptions.
 - (8) The TCP Fee Calculation Study shall be calculated according to the following formula:

Table 6.2.B

	FEE	=	VMT x NET COST/VMT x RF
WHERE:	VMT	=	TRIPS x % NEW X LENGTH ÷ 2
	TRIPS	=	DAILY TRIP ENDS GENERATED BY THE DEVELOPMENT DURING THE WORK WEEK
	% NEW	=	PERCENT OF TRIPS THAT ARE PRIMARY, AS OPPOSED TO PASSBY OR DIVERTED-LINK TRIPS
	LENGTH	=	AVERAGE LENGTH OF A TRIP ON THE MAJOR ROAD SYSTEM
	÷ 2	=	AVOIDS DOUBLE-COUNTING TRIPS FOR ORIGIN AND DESTINATION
	NET COST/VMT	=	COST/VMT – CREDIT/VMT
	COST/VMT	=	COST/VMC x VMC/VMT
	COST/VMC	=	AVERAGE COST TO CREATE A NEW VMC BASED ON HISTORICAL OR PLANNED PROJECTS (\$306 EXCLUDING MAJOR STRUCTURES)
	VMC/VMT	=	THE SYSTEM-WIDE RATIO OF CAPACITY TO DEMAND IN THE MAJOR ROAD SYSTEM (1.0 ASSUMED)

CREDIT/VMT	=	CREDIT PER VMT, BASED ON REVENUES TO BE GENERATED BY NEW DEVELOPMENT (\$82)
RF	=	REDUCTION FACTOR ADOPTED BY POLICY AT 52.6%

- (9) A TCP Fee Calculation Study submitted for the purpose of calculating a Transportation Impact Fee may be based on data information and assumptions that are from:
 - (A) An accepted standard source of transportation engineering or planning data; or
 - (B) A local study on trip characteristics performed by a qualified transportation planner or engineer pursuant to an accepted methodology of transportation planning or engineering that has been approved by the Director.
- 3. **Public Right-of-Way Use.**
 - a. No structure, fence, sign, parking lot, detention/retention pond, or other temporary or permanent object or structure shall be constructed, maintained, or erected in any portion of any public right-of-way without first obtaining a revocable permit from the City. The City Engineer or other City official may allow traffic control devices, street signs, public notices, utility poles, lines and street banners [Chapter Four].
 - b. No person shall use, store, display or sell any goods, merchandise or any structure without having first obtained a revocable permit, except that this provision shall not be enforced in a manner which limits unreasonably any persons freedom of speech or assembly.
 - c. No commercial vehicle which exceeds one and one half (1-1/2) tons rated carrying capacity shall be parked in a public right-of-way which abuts any residential zone.
 - d. Overnight camping shall not be allowed in public right-of-way or in any private parking lot made available to the public, unless specifically permitted by the City for such use. Parking of an RV or any vehicle for more than seventy-two (72) hours shall not be allowed in a public right-of-way.
- 4. **Partially Dedicated Street.** Prior to any development or change of use which is projected to increase traffic generation by the greater of five (5) percent or ten (10) vehicle trips per day, the applicant shall dedicate right-of-way required to bring abutting streets into compliance with the adopted street classification map, or as otherwise approved by the City Engineer. Upon receipt of the appropriate deed, and if all other requirements have been met, the final development permit shall be issued.
- 5. **Street Naming and Addressing System.** A street naming system shall be maintained to facilitate the provisions of necessary public services (police, fire,

mail), reduce public costs for administration, and provide more efficient movement of traffic. For consistency, this system shall be adhered to on all newly platted, dedicated, or named streets and roads. The Director shall check all new street names for compliance to this system and issue all street addresses. Existing streets and roads not conforming to this system shall be made conforming as the opportunity occurs.

C. Irrigation Systems and Design.

All required landscaped areas shall be irrigated according to section 6.5.B. The applicant shall comply with the standards in the SSID Manual.

D. Potable Water System.

1. All development and all uses shall be served by a water treatment and distribution system operated or approved by the City, unless such requirement is deemed unreasonable or impracticable, as determined by the Public Works and Utilities Director.
2. Fire hydrants shall be placed and have fire flow capabilities in accordance with the City's ordinances.

E. Sanitary Sewer System.

All lots and uses must be served by a sewer system connected to a public wastewater treatment facility.

F. Stormwater Management.

1. Requirement. All proposed development must provide for on-site runoff collection and conveyance in accordance with Stormwater Management Manual (SWMM) and applicable federal and state laws.
2. Drainage Fee In Lieu Of Providing Drainage Detention/Retention Facilities. Detention/retention and metered outlet facilities shall be required unless the Director of Public Works and Utilities, pursuant to the City's adopted stormwater drainage impact fee ordinance, finds:
 - a. the site runoff to private property will not increase due to development; and
 - b. the Director, or his designee, determines that off-site public streets or other public drainage conveyance facilities are adequate to receive and convey additional runoff from the proposed development site without adversely impacting the public's facilities, interest, health, or safety.
3. Generally, options will be restricted to proposed developments which are five (5) acres or less for all phases and/or filings. There may be circumstances, however, where the Director may allow an option for larger sites if they are located low in a watershed basin or adjacent to major outfall facilities.
4. The Director, or his designee, shall require submittal of certain information on the part of the developer in order to determine if the drainage fee option is allowed or if construction of drainage detention/retention facilities is required. Such information may include but is not necessarily limited to the type and percent of impervious surfaces, measurements of property including elevations, distance to conveyance structure(s), type of conveyance

- structure(s), availability of regional detention facilities, flood control structures and location of the development within the watershed.
5. Upon written approval from the Director, or his designee, the developer shall be given the option of paying a drainage fee in lieu of providing drainage detention/retention and metering facilities. The required drainage fee shall be accordance with the adopted fee schedule.
 6. Developer selection of the drainage fee option, when allowed, does not waive the requirements for:
 - a. Providing an on-site grading and drainage plan; and
 - b. Construction of on-site collection and conveyance facilities and providing drainage calculations as required therefor. However, payment of the drainage fee, when approved by the Director or his designee, shall constitute compliance with City policy regarding development related increased runoff.
 7. Drainage fees shall be paid to the City and will be allocated for the construction of drainage facilities at locations, determined by the City, in its sole and absolute discretion, to be of greatest priority. Fees shall be paid prior to the recording of residential plats, or prior to issuance of planning clearance for all other development.
 8. The City may, from time to time, by resolution of the City Council, change the method or formula of calculating the drainage fee, based upon projections, estimates or opinions of the Director of Public Works or his designee, of the need for additional specific facilities, and/or upon the need of the drainage system.

No changes to Sections 6.3 or 6.4.

6.5 LANDSCAPE, BUFFERING AND SCREENING STANDARDS

- A. **Purpose and Goals.** The purpose of this section is to enhance the aesthetic appeal of new development. Landscaping reduces heat and glare, facilitates movement of traffic within parking areas, shades cars and parking surfaces reducing local and ambient temperatures, buffers and screens cars from adjacent properties, promotes natural percolation of surface waters, improves air quality, buffers and screens potentially incompatible uses from one another, and conserves the value of property and neighborhoods within the City.
- B. **General Landscape Standards.**
 1. All landscaping required by this Code shall comply with the standards and requirements of this Section 6.5. The landscaping requirements of this Code shall not apply to a lot zoned for one or two dwellings. Landscaping for new developments shall occur in buffer areas, all interior parking areas, along the perimeter of the property, around new and existing structures, and along street frontages and within any right-of-way not used nor planned to be used for

- infrastructure.
2. **Plant Quantities.** The amount of landscaping is based on gross area of proposed development.
 3. **Landscaping Standards.** All new development must install and maintain landscaping as required by this Code. [See Exhibit 6.5.A for an example of the landscaping requirements of this section.]
 - a. On-site frontage landscaping may not apply in the B-2 zone downtown commercial. [see Zone District standards]
 - b. Landscaping in the abutting right-of-way is required in addition to overall site landscaping requirements.
 - c. Buffer landscaping is required in addition to overall site landscaping requirements.
 4. **Acceptable Plant Material.** Vegetation must be suitable for Grand Junction's climate and soils. The Director may allow the use of any plant if sufficient information is provided to show suitability including salt tolerance, sun and shade requirements based on planting locations, growth habit, *etc.* Noxious weeds are not allowed [The Director will keep a list of suitable plants.]
 5. **Minimum Plant Sizes are:**

Shade Tree, 2" caliper (measured 6" above root ball) at time of planting. At maturity, a shade tree has a height and/or spread of thirty (30') feet or greater. If 2" caliper trees are not available due to seasonal shortages or shortages in desired varieties, the Director may approve the installation of smaller trees, provided the proportional difference in caliper inches is compensated for by installing additional trees. For example, the installation of six 1 1/2" caliper Shade Trees would result in a short fall of 3 caliper inches, which could be compensated for with two additional 1 1/2" trees. However, a minimum caliper of 1 1/2" shall be required.

 - a. Ornamental Tree, 1 1/2" caliper (measured 6" above root ball) at time of planting. At maturity, an ornamental tree has a spread and height between 15' and 30'.
 - b. Evergreen tree, 6 feet tall at time of planting.
 - c. Deciduous shrub, 5-gallon container.
 - d. Evergreen shrub, 5-gallon container.
 - e. Perennials and ground covers, 1-gallon container.
 - f. Turf mix, native grasses and wild flower mix are the only vegetation that may be planted as seed.
 6. **Irrigation.** All vegetation and landscaped areas must be provided with a permanent irrigation system.
 - a. Non-potable irrigation water shall be used unless the Director allows the use of potable water.
 - b. An underground pressurized irrigation system and/or drip system is required for all landscape areas on the property and in any right-of-way.
 - c. If connected to a drinking water system, all irrigation systems require

- backflow prevention devices.
- d. All irrigation for non-potable irrigation water systems must have adequate filters easily accessible above ground or within an appropriately sized valve box.
 - e. Native grasses must have a permanent irrigation source that is zoned separately from higher water demand landscapes. Once the grasses are established, irrigation to native grass areas can be reduced to a level that maintains coverage typical of the grass mix and to suppress weed growth.
7. **Landscape Plans and Equivalent Plants.**
- a. Landscape plans must identify the species and sizes of vegetation [SSID Manual].
 - b. All landscaping shall be installed as shown on the approved plan.
 - c. An equivalent species may be substituted in the field without prior approval of the Director, provided a revised drawing is submitted to the Department. Plants are “equivalent” if they have the same growth habit and rate, same cover, leafing, shade characteristics and function, have similar water requirements, thrive in the same microclimate, soils and water conditions.
 - d. All other changes to the landscape plan require prior approval from the Director.

All development plans shall designate required landscaping areas.

Subdivision plats shall designate required landscaping areas.

8. **Preservation of Significant Landscape Features.** Existing landscape features such as escarpments, large or old trees or stands, heavy vegetative cover, ponds and bluffs shall be identified by the Director as part of the development review process. To the extent the Director deems practicable, such features shall be preserved by the final plans and to such extent, count toward landscape and open space area requirements. Features to be preserved shall be protected throughout site development. If a significant live feature which was to be preserved dies or is substantially damaged the developer shall replace it with an equivalent feature as determined by the Director. No person shall kill or damage a landscape feature required to be preserved by this section. The developer shall protect trees from compaction under the canopy drip line of the tree unless the City Forester says otherwise.
- a. During construction, fencing or similar barriers shall isolate and protect the landscape features to be preserved.
 - b. All protection measures shall be clearly identified on the construction and landscape plans.
 - c. No vehicles or equipment shall be driven or parked nor shall any materials be piled within the canopy drip line of any tree to be preserved.
9. **Protection of Landscape Areas.** All landscape areas (except in the right-of-way where a street side curb does not exist) shall be protected from vehicles through the use of concrete curbing, large rocks, or other similar obstructions.

10. **Utility Lines.** If the location of utilities conflict with the landscaping provisions, the Director may approve an equivalent alternative.
 - a. Utility composite plans must be submitted with landscape plans.
 - b. Trees which will grow to a height of greater than 15 feet at maturity shall not be planted under electrical lines.
 - c. Small deciduous Ornamental and evergreen trees planted under an electrical line may count towards the total tree requirement.
11. **Sight Distance.** The owner shall maintain all vegetation, fences, walls and berms so that there is no site distance hazard nor road or pedestrian hazard.
12. The Director shall decide all questions of soils, plant selection and care, irrigation installation and other vegetation and landscaping questions.
13. Soil in landscape areas must be amended and all vegetation planted in accordance with good horticultural practices.
 - a. Details for the planting of trees, shrubs and other vegetation must be shown on the landscaping plans.
 - b. The owner shall keep each fire hydrant unobscured by plant material.
 - c. Shrub beds adjacent to turf or native grass areas are to be edged with concrete, metal, brick or substantial wood material. Plastic and other light duty edgings are not allowed.
 - d. Mulch and weed fabric are required for all shrub beds.
 - e. The minimum square footage of planting area for a 5-gallon evergreen or deciduous shrub is 16 square feet. These minimum square footages may be varied by a qualified professional.
14. **Trees.**
 - a. Trees should not be planted near a light pole if eclipsing of light will occur at maturity. Placing light poles in the parking lot, away from landscape area and between parking bays, helps eliminate this conflict and should be considered.
 - b. Tree canopies may overlap by up to 20% of the diameter of the tree at maturity. Tree clustering may be allowed with some species so long as clustering does not adversely affect the mature canopy.
 - c. At planting, tree trunks must be reasonably straight with minimal doglegs.
 - d. Wire baskets, burlap wrappings, rope, twine or any similar shipping materials shall be removed before planting.
 - e. The minimum square footage of planting area for a shade tree is 140 square feet. The Director may vary the minimum square footage.
15. **Maintenance.** The owners, tenants and occupants for all new and existing uses in the City must:
 - a. Maintain landscaping in a healthy, growing, neat and well maintained condition;
 - b. Maintenance includes watering, weeding, pruning, pest control, trash and litter removal, replacement of dead or diseased plant material, reseeding and other reasonable efforts.

- c. Any plant that dies must be replaced with an equivalent live plant within ninety (90) days of notification or, if during the winter, by the next April 1st.
 - d. Hay mulch used during the preparation or establishment of landscaping must be certified weed-free by the Colorado Department of Agriculture.
 - e. On his own or based on a citizen complaint, the Director may, without notice and without a warrant, walk on the landscaped portion of the property from time to time to inspect the condition of landscaping.
16. **Public Right-of-Way.** Except where a detached sidewalk exists or is proposed and approved (see d. below), landscaping on public right-of-way shall not be counted toward any landscape or open space requirements of this Code, unless specifically provided otherwise in this Code.
- a. All unimproved right-of-way adjacent on the side abutting a development which is not in the City's five-year capital plan to be improved must be landscaped. All right-of-way landscaping shall be irrigated and maintained by the adjoining private property owner(s), unless the City agrees to accept it for maintenance. If it is to be maintained by the City, a separate irrigation system shall be provided.
 - b. At least seventy-five percent (75%) of the unpaved adjacent right-of-way shall be landscaped with turf, low shrubs or ground cover. The Director may vary the required landscaping to obtain a consistent appearance in the area or with existing or planned right-of-way landscaping.
 - c. The owner of the nearest property shall keep all rights-of-way, which is not hard surfaced, free of weeds, litter junk, rubbish and obstructions. To prevent weed growth, erosion and blowing dust, right-of-way areas not covered by vegetation or paving shall be covered with mulch, wood chips, bark chips, decorative rocks or cobble or similar natural materials, to be underlain by weed fabric or other barrier.
 - d. Where detached sidewalks exist, or are proposed, a maximum of 50% of the public right-of-way landscaping may be counted toward the total required landscaping. The right-of-way landscaping between the curb and sidewalk shall contain street trees spaced every forty feet (40').
 - e. The Director may allow decorative paving in landscaped areas in commercial or other high pedestrian traffic areas if the decorative paving is compatible with nearby right-of-way paving and landscaping.
17. **Pervious Coverage.** Landscaped and buffer areas count toward the pervious area requirement.
18. The Director may approve an applicant's request to vary from the required number and types of plants or landscaped area if:
- a. The number of trees exceeds twenty-five percent (25%) of the minimum number of trees; and/or
 - b. Trees exceed the minimum caliper requirement by one inch or more; and/or
 - c. Additional berming or other attractive buffering, public art, enhanced

paving treatments for public plazas (brick or concrete pavers, tinted and stamped concrete, etc.) is provided. The Director may grant up to a 10% reduction of the square footage of improved area used to calculate the landscape requirement where these types of enhancements are included in a development.

- d. Additional trees or larger trees can be exchanged on a per caliper inch basis with three shrubs equaling one caliper inch. Credit for using larger trees would be based on a direct exchange of caliper inches. For example: 10, 3" caliper trees equaling 30 caliper inches is the same as 15, 2" caliper trees equaling 30 caliper inches; 1, 2" caliper tree equals 6 shrubs. Trees may be substituted for shrubs, but shrubs may not be substituted for trees.
 - e. If the total amount of required landscaping is provided, the Director may allow the owner to place the landscaping on another appropriate part of the lot.
19. If the Director is not the decision-maker, his authority shall be exercised by the decision-making body.
 20. **Xeriscaping.** Because of Grand Junction's desert environment, xeriscaping and the use of xeric (low water use) plants are strongly encouraged. Xeriscape designs shall employ the seven basic principles of xeric design which include "comprehensive planning and design for low water use, creating practical turf areas, selecting low water use plants and organizing plants by water usage, using adequate soil prep, using water conserving mulches, irrigating efficiently and maintaining the landscape appropriately". (Source: Denver Water Board).
 - a. Low water use plants are encouraged for use in the "typical" urbanized landscape, especially where the plants can be irrigated (zoned) separately from higher water use plant material. This way of using xeric plants is compatible with any of the requirements of Zoning and Development Code.
 - b. Landscape designs that mimic the "desert" character of Grand Junction's setting are also encouraged, but must be carefully designed so that the basic requirements for shade, screening and buffering are met. Because of this, the Director must approve "desert" landscape installations as well as variances from the required plant coverage ratios or minimum plant sizes (e.g., where xeric plants are only available in one gallon containers).

C. **Parking Lots.**

1. **Interior Landscaping Requirement.** Landscaping is required in the interior of parking lots to direct traffic, to shade cars and structures, to reduce heat and glare and to screen cars from adjacent properties. The interior of all parking lots shall be landscaped as follows:
 - a. One landscaped island, parallel to parking spaces, is required for each twenty (20) parking spaces. In lieu of the standard landscape island, one

- “orchard style” landscape island may be used for every six (6) parking spaces. The orchard style landscape islands shall be evenly spaced between end landscape islands. (see Exhibit 6.5.B)
- b. Landscape islands must be at least one hundred forty (140) square feet. The narrowest/smallest dimension of a parking lot island shall be eight feet (8’), measured from back of curb to back of curb.
 - c. One (1) landscaped divider island, parallel to the parking lot drive aisles, designed to prevent diagonal movement across the parking lot, shall be located for every three parking lot drive aisles.
 - d. A landscape island is required at the end of every row of parking spaces, regardless of length or number of spaces.
 - e. Barrier curbing on all sides adjacent to the parking lot surface is required to protect each landscape islands from vehicles.
 - f. A corner area (where it is not feasible to park a vehicle) may be considered an end island for the rows on the perimeter of the parking lot.
 - g. Landscaping of the interior of a parking lot shall include trees and shrubs.

Parking Lot Perimeter. Landscaping is required around the entire perimeter of a parking lot to assist in the shading of cars, to assist in the abatement of heat and to reduce the amount of glare from glass and metal, and to assist in the screening of cars from adjacent properties. All landscape strips for parking lot perimeters must average 8’ in width. The perimeter of a parking lot is defined as the curb line defining the outer boundaries of the parking lot, including dumpster enclosures, bike racks, or other support facilities that are adjacent to the outer curb. Entry drives between a parking lot and the street, drives connecting two internal parking lots or building entry plazas are not included in the perimeter area.

- a. Screening shall occur between a street and a parking lot and Street Frontage Landscape shall apply. [Sections 6.5.C.3 and 6.5.D]
 - b. The minimum dimension allowed for the parking lot perimeter landscape strip is six feet (6’). The width of a landscape strip can be modified by the Director, provided the intent of this Section is met.
 - c. Landscaping along the perimeter of parking lots shall include trees and shrubs.
 - d. Parking lots shared by more than one owner shall be landscaped around the perimeter of the combined lots.
3. **Screening.** All parking lots abutting rights-of-way, entry drives, and adjacent properties must be screened. For this subsection, a screen means a turf berm and/or shrubs.
- inch (30”) high screen is required along seventy percent (70%) of parking lots abutting rights-of-way, entry drives, and adjacent properties, excluding curb cuts. The 30” screen shall be placed so as to maximize screening of the cars in the parking lot, when viewed from the right-of-way and shall be measured from the ground surface, or the Seventy percent

(70%)elevation of the roadway if the adjacent road is higher than the property.

- a. The landscaped areaScreening shall not be required between parking lots on adjoining lots where the two lots are designed to function as one.
- b. If a landscape area is thirty feet (30') or greater between a parking lot and a right of way, the thirty inch (30") high screen is not required. This thirty foot (30') wide or greater area must be one hundred percent (100%) covered in plant material within three (3) years. Turf is allowed.
- c. The Director may approve a screen wall between a parking lot and a right-of-way if the lot or parcel is unusually small.
- d. A screen wall must not be taller than thirty inches (30"), unless the adjacent roadway is higher than the property, in which case the screen wall shall be 30" higher than the adjacent roadway.
A one (1)Two (2) five-gallon shrubs may be substituted for four (4) linear feet of wall.
- e. A column or jog or equivalent architectural feature is required for every twenty-five (25) linear feet of wall.
- f. The back of the wall must be at least thirty inches (30") from the face of curb for bumper overhang.
- g. Shrubs must be planted on the street side of the wall.
- h. There must be at least five feet (5') between the right of way and the paved part of a parking lot to use a wall as a screen.
- i. Wall elevations and typical cross sections must be submitted with the landscape plan at a minimum scale of one half inch = one foot ($\frac{1}{2}'' = 1'$).
- j. Walls shall be solid masonry with finish on both sides. The finish may consist of stucco, brick, stone or similar material. Unfinished or merely painted concrete block is not permitted.
- k. Shrub plantings in front of a wall are not required in the B-2 Downtown District.

D. Street Frontage Landscape.

1. Street Frontages. Within all zones (except single family uses in Single Family Zone Districts), the owner shall provide and maintain a minimum 14' wide street frontage landscape adjacent to the public right-of-way.
2. A minimum of seventy-five percent (75%) of the street frontage landscape shall be covered by plant material at maturity.
3. The Director may allow for up to 50% of the 14' wide street frontage to be turf, or up to 100% turf coverage may be allowed if the parking lot setback from the right-of-way exceeds 30'. Low water usage turf is encouraged.
4. All unimproved right-of-way adjacent to new development projects shall be landscaped and irrigated by the owner and/or homeowners association as per the sections of this code.
5. Landscaping within the street frontage shall include trees and shrubs. If detached walks are not provided with street trees, street trees shall be provided in the street frontage landscape, including one tree for every forty feet (40') of

street frontage.

6. Where detached walks are provided, a minimum street frontage landscape of five feet (5') is acceptable.

E. Buffers.

1. **Zone District Buffering.** Buffers shall be provided between different zoning districts as indicated on Exhibit 6.5.C.
 - a. Seventy-five (75%) of each buffer area shall be landscaped with turf, low shrubs or ground cover.
 - b. One (1) medium sized tree is required per every forty (40) feet of boundary between different zones.
2. **Exceptions.**
 - a. Where residential or collector streets or alleys separate zoning districts, the Director can require more landscaping instead of a wall or fence.
 - b. Where walkways, paths, or a body of water separates zoning districts, the Director may waive a fence or wall requirement provided the buffering objectives are met by private yards.
 - c. Where a railroad or other right-of-way separates zoning districts the Director may waive the buffer strip if the buffering objectives are met without them.

F. Fences, Walls and Berms.

1. **Fences and Walls.** Nothing in this Code shall require the “back-to-back” placement of fences and/or walls. If an existing fence or wall substantially meets the requirements of this section, an additional fence on the adjacent developing property shall not be required. (Table 6.5 should be referenced to determine when a wall or a fence is required. The more stringent standard shall apply *i.e.*, if a wall is required and a fence is in place, the wall must be placed adjacent to the fence.) Fences and walls must meet the following:
 - a. Maximum height: six feet (6') outside of front setback, thirty-inch (30") height within the front setback and must meet all sight distance requirements.
 - b. Fence type: solid wood or material with a similar appearance, finished on both sides.
 - c. Wall type: solid masonry finished on both sides. Finish may consist of stucco, brick, stone or similar material but unfinished or merely painted concrete block is not permitted.
 - d. Location: within three feet (3') of the property line unless the space is needed to meet landscaping requirements.
 - e. A wall must have a column, or other significant architectural feature every thirty feet (30') of length.
 - f. Any fence or wall over six feet (6') in height requires a building permit
 - g. No person shall construct or maintain a fence or a wall without first getting a fence/wall permit from the Director.
2. **Berms.** Minimum requirements for berms are as follows:
 - a. Maximum slope of four to one (4:1) for turf areas and three to one (3:1)

shrub beds; and

- b. To control erosion and dust, berm slopes must be stabilized with vegetation or by other means consistent with the requirements for the particular landscape area.

G. **Residential Subdivision Perimeter Enclosures.**

1. **Intent.** The decision-maker may approve (if requested by the applicant) or require (where deemed necessary) perimeter enclosures (fences and/or walls) around all or part of the perimeter of a residential development. Perimeter enclosures shall be designed to meet the following objectives of protecting public health, safety and welfare screen negative impacts of adjoining land uses, including streets; protect privacy; maintain a consistent or complementary appearance with enclosures in the vicinity; maintain consistent appearance of the subdivision; and comply with corridor overlay requirements.
2. **Specifications.** Unless specified otherwise at the time of final approval:
 - a. A perimeter enclosure includes fences, walls or berms, and combinations thereof, located within five (5) feet of the exterior boundary of a development.
 - b. The maximum height is six (6) feet (including within front setbacks); however, an enclosure constructed on a berm shall not extend more than eight (8) feet above the adjoining sidewalk or crown of road, whichever is lower.
 - c. New enclosures shall be compatible with existing enclosures in the vicinity, if such enclosures meet the requirements of this Code.
 - d. A perimeter enclosure in excess of six (6) feet is a structure and requires a building permit.
 - e. A perimeter wall must have a column or other significant architectural feature every thirty (30) feet.
3. **Required Perimeter Enclosures.** The decision-maker may require a perimeter enclosure as a condition of the final approval if:
 - a. Use or enjoyment of property within the development or in the vicinity of the development might be impaired without a perimeter enclosure.
 - b. A perimeter enclosure is necessary to maintain a consistent and complementary appearance with existing or proposed perimeter enclosures in the vicinity.
 - c. A perimeter enclosure is necessary to control ingress and egress for the development.
 - d. A perimeter enclosure is necessary to promote the safety of the public or residents in the vicinity.
 - e. A perimeter enclosure is needed to comply with the purpose, objectives or regulations of the subdivision requirements.
 - f. A perimeter enclosure is needed to comply with a corridor overlay district.
 - g. The Director will notify applicants of the need for a perimeter enclosure, if required.

4. **Design of Perimeter Enclosures.** A complete landscape plan for the required landscape buffer and a detail drawing of the perimeter enclosure must be submitted at the time of final approval: perimeter enclosure detail at a scale of one half inch equals one foot ($\frac{1}{2}''=1'$).

Landscape Buffer. On the outside of a perimeter enclosure adjacent to a right-of-way, a fourteen-foot (14') wide landscape buffer shall be provided between the perimeter enclosure and the right-of-way for Major and Minor Arterial streets and Urban Collectors. A five foot (5') wide landscape buffer for side and rear yard perimeters shall be provided on all other streets between the perimeter enclosure and the right-of-way.

- a. Vegetation in the sight triangle (see TEDS) shall not exceed thirty inches (30") in height at maturity;
 - b. In the landscape buffer, one (1) tree per forty (40) linear feet of perimeter must be provided;
 - c. All perimeter enclosures and landscape buffers must be within a tract dedicated to d. Each owner or the owner's association shall maintain all such and maintained by the Homeowners' Association. The perimeter enclosure and landscaping must be installed by the developer and made a part of the Development Improvements Agreement.
 - e. The d. A minimum of seventy-five percent (75%) of the landscape buffer area shall be covered by plant material at maturity. Turf may be allowed for up to 50% of the 14' wide landscape strip, at the Director's discretion. Low water usage turf is encouraged.
 - e. Where detached walks are provided, a minimum buffer of 5' shall be provided. In which case, the right-of-way parkway strip (area between the sidewalk and curb) will also be planted as a landscape buffer and maintained by the HOA.
6. **Construction of Perimeter Enclosures.** The perimeter enclosure and required landscape buffer shall be installed by the developer and included in the Development Improvements Agreement.
 7. **Ownership and Maintenance.** The developer shall refer to the perimeter enclosure in the covenants and restrictions and so that perpetual maintenance is provided for either that the perimeter enclosure be owned and maintained by the owner's association or by individual owners. The perimeter enclosure shall be identified on the plat.
 8. **Alternative Construction and Ownership.** If the decision-maker finds that a lot-by-lot construction, ownership and/or maintenance of a perimeter enclosure landscape strip would meet all applicable objectives of this section and the design standards of Section 6.7 of this Code, the final approval shall specify the type and size of materials, placement of fence posts, length of sections, and the like.
 9. **Overlay District Conflicts.** Where in conflict, the perimeter enclosure requirements or guidelines of approved overlay districts shall supersede the requirements of this section.

10. **VariANCES.** Variances to this section and appeals of administrative decisions (where this Code gives the Director discretionary authority) shall be referred to the Planning Commission.

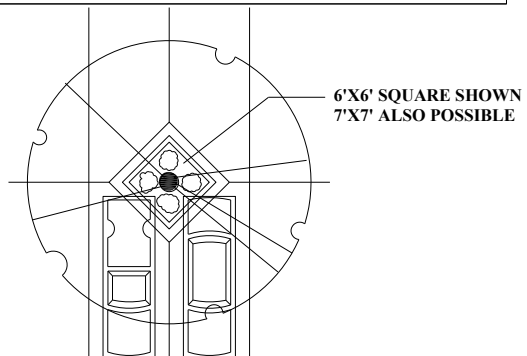
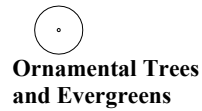
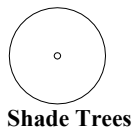
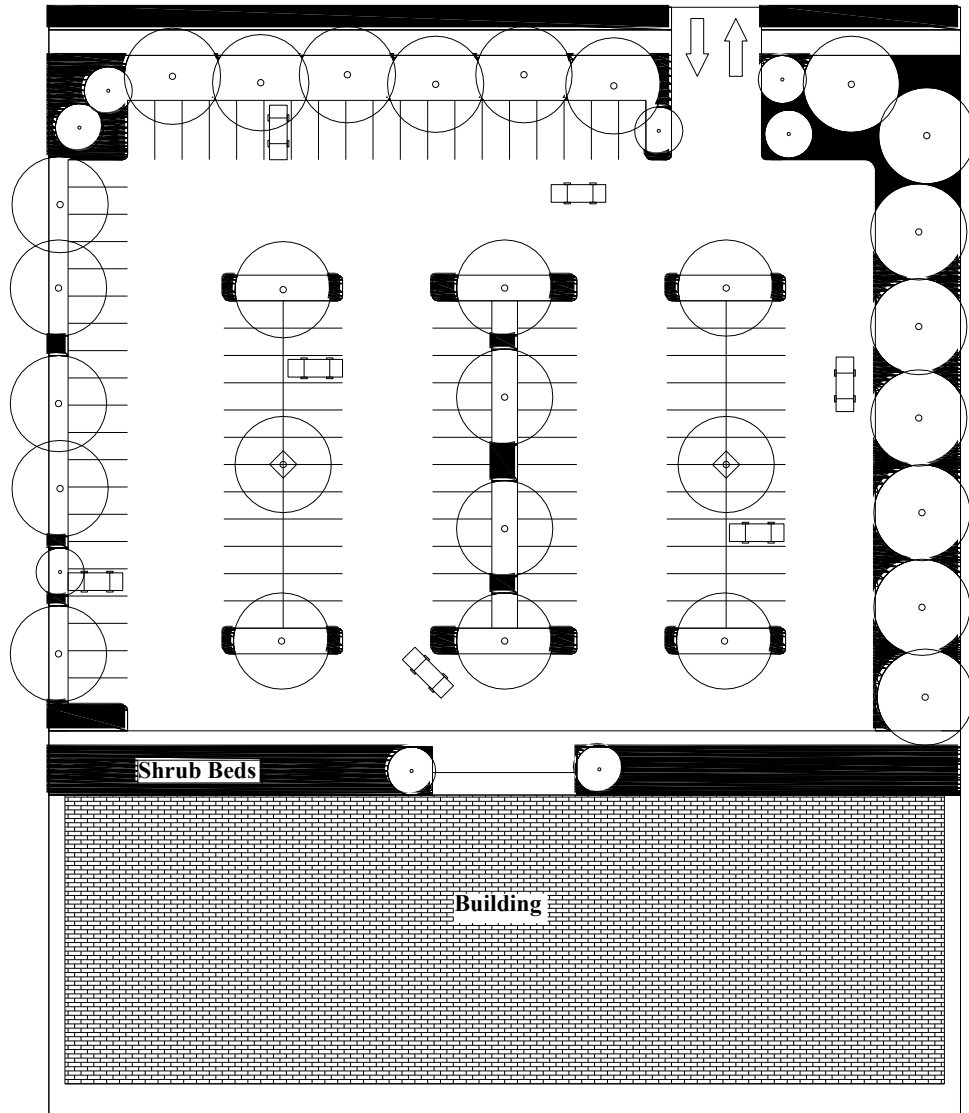
H. I-1 and I-2 Zone Landscape

1. **Parking Lot Interior Landscape.** Landscaping for the parking lot interior shall be per Section 6.5.C.1, with the following additions:
 - a. Shade trees are to be provided at a rate of one (1) shade tree for every six (6) parking spaces and distributed throughout the landscape islands, perimeter landscape and screens to maximize shade and screening.
 - b. A minimum of one (1) shrub shall be provided for every twenty-five (25) square feet of each landscape island.
2. **Parking Lot Perimeter Landscape.** Landscaping for the parking lot perimeter shall be per Section 6.5.C.2 with the following addition:
 - a. Turf may be allowed for up to 50% of the parking lot perimeter, at the Director's discretion. Low water usage turf is encouraged.
 - b. A minimum of 75% of the parking lot perimeter landscape shall be covered by plant material at maturity.
3. **Street Frontage Landscape.** Landscaping for the street frontage shall be per Section 6.5.D with the following additions:
 - a. Vegetation in the sight triangle in the street frontage must not exceed thirty inches (30") in height at maturity.
 - b. One (1) tree for every forty linear feet (40') of street frontage (excluding curb cuts) must be provided, 80% of which must be shade trees.
4. **Side Yard Landscape.** The first fifty feet (50') of side yard (beginning at the front property line) shall be landscaped. The minimum width of this landscape area shall be six feet (6') and the landscape shall include at least one (1) shade tree, or two (2) ornamental trees, or two (2) evergreen trees, with the remainder of the ground plane covered with shrubs that will grow to at least 30" in height at maturity.
5. **Public Right-of-Way Landscape.** Landscaping for the public right-of-way shall be per Section 6.5.B.16.
6. **Maintenance.** Each owner or the owner's association shall maintain all landscaping.
7. **Other Applicable Sections.** The requirements of Exhibits 6.5.A, 6.5.B, 6.5.C and 6.5.D shall also apply.

Exhibit 6.5.A LANDSCAPING REQUIREMENTS

Zoning of Proposed Development	Landscape Requirement	Location of Landscaping on Site
Single Family Residential (RSF Zones)	No Landscaping Required As required for uses other than single family residential; and as required in 6.5.G and 6.5.B.16	Not Applicable As required for uses other than single family residential; and Landscape Buffer and Public Right-of-Way
RMF-5, RMF-8, RMF-12, RMF-16, RMF-24, R-0, B-1, B-2, C-1, C-2, I-0, CSR, MU	One tree per 2,500 square feet of improved area, with no more than 20% of the total being Ornamental Trees or Evergreens. One 5-gallon shrub per 300 square feet of improved area.	Buffer, Parking Lot, Street Frontage Perimeter, Foundation Plantings and Public Right-of-Way
* Facilities listed below I-1, I-2	One 5-gallon shrub per 600 square feet of improved area As required in 6.5.H and in other Sections of Chapter 6.5 where applicable	Perimeter and Buffer Street Frontage, Parking Lots, Buffers and Public Right-of-Way
* Facilities listed below	One tree per 5,000 square feet of improved area One 5-gallon shrub per 600 square feet of improved area	Perimeter, Buffer and Public Right-of-Way
* Mining, Dairy, Vineyard, Sand or Gravel Operations, Confined Animal Feeding Operation, Feedlot, Forestry Commercial, Aviation or Surface Passenger Terminal, Pasture		
<p>Notes:</p> <ol style="list-style-type: none"> 1. Twenty-five percent (25%) of the required shrubs may be converted to turf based on one 5-gallon shrub per 50 square feet of turf. 2. Ten percent of the required shrubs may be converted to perennials and/or ground covers at a ratio of three 1-gallon perennials and/or ground covers for one 5-gallon shrub. 3. A development with any overall requirement of more than 100 Species diversity: The percent of any one type of shrub that can be planted in a development shall be as follows: A development with any overall requirement of more than: 50% <ol style="list-style-type: none"> a. 20 – 39 shrubs: 33% b. 40 – 59 shrubs: 25% c. 60 or more shrubs: 15% 4. Species diversity: The percent of any one type of tree that can be planted in a development shall be as follows: <ol style="list-style-type: none"> a. 0 – 5 trees: No Limitation b. 6 – 21 trees: No more than 50% of one species c. 21 or more trees: No more than 20% of one species 5. When calculating tree and shrub quantities, any fraction of a shrub or tree or other requirement is rounded up to the next whole number. <p>With the approval of the Director, the number of shrubs may be reduced in exchange for additional trees or tree size at a rate of three shrubs per caliper inch.</p> <ol style="list-style-type: none"> 6. Improved Area means the total lot area being used including the building, parking lot, and storage or display areas. The improved area can be adjusted by the Director. 		

Exhibit 6.5.B
An Example Tree Landscape Plan
Demonstrating Tree Size and Parking Lot Island Options



ORCHARD-STYLE LANDSCAPE ISLAND

Exhibit 6.5.C
BUFFERING BETWEEN ZONING DISTRICTS

Zoning of Proposed Development	Zoning of Adjacent Property												
	SF	RMF-5	RMF-8	RMF-12 & RMF-16	RMF-24	R-O	B-1	B-2	C-1	C-2 & I-O	I-1	I-2	CSR
SF (Subdivisions)	-	-	-	-	-	-	F	F	-	W	W	W	-
RMF-5	-	-	-	-	-	-	F	F	-	W	W	W	-
RMF-8	A&F ³	-	-	A or F	A or F	A or F	F	F	-	W	W	W	-
RMF-12 & RMF-16	A&F	A&F	A&F	A&F	A or F	A or F	F	F	W	W	W	W	-
RMF-24	A&F	A&F	A&F	A&F	A or F	A or F	F	F	W	W	W	W	-
RO	A	A	A	A	A	-	A or F	A&F	A or F	W	W	W	-
B-1	A&F	A&F	A&F	A&F	A&F	A&F	A&F ²	A&F ²	A&F ²	A or F	A or F	A or F	-
B-2	A	A	A	A	A	A	-	-	-	-	A or F	A or F	-
C-1	A&W	A&W	A&W	A&W	A&W	A&W	-	-	-	-	A or F	A or F	F
C-2 & I-O	A&W	A&W	A&W	A&W	A&W	A&W	A&F	-	-	-	A or F	A or F	A&F
I-1	B&W	B&W	B&W	B&W	B&W	B&W	A&F	A&F	B or F	B or F	-	-	B&W
I-2	B&W	B&W	B&W	B&W	B&W	B&W	A&F	A&F	B or F	B or F	-	-	B&W
CSR ³	-	-	-	-	-	-	-	-	-	B	B	B	-

Notes

A and B indicate landscape buffer types as described in Exhibit 6.5.D
 F and W indicate a six (6)-foot fence and wall respectively as described in paragraph 1 of section 6.5.F.
 A berm with landscaping is an alternative for a required fence or wall if the total height is a minimum of six feet (6')
 The word "or" means either the landscape buffer or fence/wall may be provided.
 The "&" means that both the landscape buffer and the fence/wall shall be provided.
 Where alleys or streets separate different zone districts, the Director may approve increased landscaping rather than requiring a wall or fence.
 The Director may modify this table based on the uses proposed in any zone district.

³ Only required for multifamily development in RMF-8.

² Only B-1 that includes a residential component adjacent to nonresidential uses or zoning requires "A&F" buffer.

³ Gravel operations subject to buffering adjacent to residential.

Exhibit 6.5.D
BUFFER REQUIREMENTS

Buffer Types	Landscaping Requirements	Location of Buffers on Site
Type A	8 foot wide landscape strip with trees and shrubs	Between different uses Exhibit 6.5.C
Type B	25 foot wide landscape strip with trees and shrubs	Between different uses Exhibit 6.5.C

Note: Fences and walls are required for most buffers.

6.6 OFF-STREET PARKING, LOADING AND BICYCLE STORAGE

A. Off-Street Parking.

1. **Standards.** New off-street parking (new construction and expansion of or changes to existing uses) standards follow. These are in addition to TEDS standards.
2. **Uses Not Identified.** The Director shall determine the parking requirement for a use which is not listed in Table 6.6. The applicant shall provide adequate information so that the Director can make such decision by including:
 - a. Type of uses;
 - b. Number of employees;
 - c. Building design capacity;
 - d. Square feet of sales area, service area, *etc.*;
 - e. On-site parking spaces;
 - f. Proposed off-site parking spaces; and
 - g. Hours of operation.
3. **Multiple Uses.** If there are accessory or multiple uses within one or more structures, these standards shall apply to each use and structure, resulting in a total parking requirement for the complex or property except as provided below (Shared Parking Facilities).
4. **Shared Parking Facilities.** Off-street parking requirements of a given use may be met by off-site off-street parking available on the property of another only if:
 - a. The off-site, off-street parking spaces are within 500 feet of the property except that the distance is 1,000 feet for employee parking;
 - b. Based on information supplied by the applicant, the Director, or other sources, the aggregate parking demands at the highest use time is less than the total parking spaces required; and
 - c. A written lease approved by the Director between the owner of the project and the owner of the off-site parking property is executed and recorded and contains the following terms: a term of at least 20 years; owner of the off-site property shall notify the Director if the lease is terminated prior to the terms; the lease is enforceable by the project owner. Should the lease expire or otherwise terminate, the use for which the off-site parking was provided shall terminate and no owner shall maintain such use without a substitute parking lease, approved by the Director. Continuation or expansion of the use shall be prohibited until the use is brought into compliance with the parking regulations of this Code.
5. **Location.** Except as provided above and in the downtown parking area, all parking shall be provided on the same property as the principal structure, unless the Director deems it impracticable. In a business, commercial or industrial district, the off-site parking must either be in a zone that allows parking as a principal use or be in the same zone as the use creating the

parking need. Parking spaces in residential zones shall not be in a front yard setback except for parking in driveways for single family or duplex structures.

In no case shall parking be allowed in parkway strips (the area between the sidewalk and curb or edge of pavement).

6. **Parking Lot Landscaping.** Parking lots shall be landscaped [Section 6.5.C].
In cases of hardship or to increase safety, the Director may permit a portion of the required landscaping to be relocated or allow other deviation from the parking landscaping requirements.
7. **Pedestrian Crossings.** Pedestrian crossing areas shall be provided for each building egress or for every 125 feet of building which fronts a part of the parking area. Pedestrian crossing areas in parking lots shall be constructed of surface pavers, such as brick, stone blocks, interlocking brick pavers, stamped concrete or other materials as may be approved by the Director which form a smooth surface but contrast with asphalt. For parking lots of less than 50 cars, the Director may accept paint or similar markings.
8. **Parking Lot Lighting Requirements.** Adequate shielded lighting shall be provided for all parking facilities used at night.
9. **Vehicular Traffic Areas.** All driveways and parking areas, except for a single dwelling on one lot, shall comply with the following:
 - a. All required parking and vehicular traffic surfaces shall drain and be surfaced with concrete or bituminous pavement in accordance with City standards. The City Engineer may permit a gravel surface in overflow parking areas, a low traffic storage yard, or as in the next paragraph, if the applicant establishes that very little dust will be generated. "Overflow parking" is defined as "parking in addition to the minimum required by ordinance which is designed not to be used more than ten (10) times per year." A "low-traffic storage yard" is defined as "a storage area generating less than thirty (30) average daily trips."
 - b. All surfaces shall be maintained in good condition free of weeds, dust, trash and debris. All vehicular traffic areas shall be built according to the construction standards established by the City.
 - c. A temporary parking lot shall be used after the owner has an approved site plan. Temporary parking lots are parking areas, which serve during transition of a property during development and shall not be used for more than twenty four (24) months from issuance of a City site plan for such parking use.
 - d. A temporary parking lot:
 - (1) Is allowed only in B-2 , C-1, C-2, I-1, or I-2 zones and only if a site plan has been approved by the Director;
 - (2) Shall be hard surfaced or gravel;
 - (3) Shall be graded for drainage
 - (4) Shall be maintained in good condition free of weeds, dust, trash and debris;
 - (5) Shall be landscaped and screened;

- (6) Parking spaces within a gravel lot shall be delineated with concrete "bumper blocks;" and
 - (7) Only used for total of 24 months unless a site plan for a permanent lot usage is approved.
- e. Vehicular traffic areas shall be screened in the same manner as required for parking areas as per Section 6.5.C.
- 10. **Service Stations.** No above-ground equipment at any gasoline service station or retail garage for the service of gasoline, oil, air, water, *etc.* shall be closer than ten feet to any public right-of-way.
- 11. **Required Parking.** Table 6.6 shows the number of parking spaces required for the uses indicated.
- 12. **Downtown Area.** Parking regulations for uses in the downtown area are:
 - a. There is no parking requirement for the reuse or remodel of an existing structure within an existing building envelope.
 - b. There is no parking requirement for new construction replacing an existing use which is entirely within the building envelope which existed as September 30, 1991.
 - c. Parking shall be provided for the additional square feet of any addition to an existing structure outside of the existing building envelope, and other new construction.
 - d. Permanent parking available to the public and within 500 feet (1000 feet for employees) of the proposed construction counts towards the total parking requirement. Unless the Director determines that he has sufficient parking data, the applicant shall, at the time of application, collect parking data and survey information sufficient for the Director to determine if off-site parking is "available."
 - e. Off-site parking, either public or private, used to meet the parking requirement must be available on the same side of 1st Street as the proposed development.

**Table 6.6
OFF-STREET PARKING REQUIREMENTS**

USE CATEGORIES	SPECIFIC USES	MINIMUM NUMBER OF SPACES	
		VEHICLE SPACES	BICYCLE SPACES
Residential			
Group Living	Nursing Homes; Assisted Living Facility; Treatment Facility; Small Group and Large Group Living Facilities	1 per 4 beds + 1 per each 3 employees	N/A
	Any Other Group Living	1 per 4 beds	N/A
Household Living	Business Residence	1 per residence + business parking	N/A
	Bed and Breakfast	1 per guest room + 2 spaces for owner's portion	N/A
	Rooming/Board House	1 per rooming unit	N/A
	Dormitories/Fraternities/Sororities Residential Subunit, Accessory Dwelling Unit	1 per unit	0.5 per unit N/A
	Single-Family, Duplex, Triplex, and Four-plex Dormitories/Fraternities/Sororities	2 spaces per dwelling unit 1 per 2 beds	N/A 0.5 per unit
	MultiSingle-Family, Duplex, Triplex, and Four-plex	1.82 spaces per dwelling unit	0.5 per unit N/A
	All Other Residential Dwellings Multifamily	1.8 per unit	N/A 0.5 per unit
Institutional			
College, Vocational/ Technical Schools	College, Vocational/Technical Schools	1 per 2 students	1 per 5 vehicle spaces
Community Services	Community Center	1 per 250 square feet or 1 per 4 patrons, whichever results in more spaces	1 per 20 vehicle spaces
Cultural	Museums, Art Galleries, Opera Houses, Libraries	1 per 1,000 square feet	1 per 20 vehicle spaces
Day Care	Day Care	1.5 per employee + drop-off/pickup area	N/A
Detention Facilities	Jails, Honor Camps, Reformatories, Law Enforcement Rehabilitation Centers	1 per employee on maximum shift + 1 per service vehicle	N/A
Hospital/Clinic	Hospital/Clinic	1 per 2 beds + 1 per employee	1 per 30 vehicle spaces

USE CATEGORIES	SPECIFIC USES	MINIMUM NUMBER OF SPACES	
		VEHICLE SPACES	BICYCLE SPACES
Parks and Open Areas	Campground	1 space (10'x30') campsite + 1 space (10'x20')/6 camp sites + 4 spaces/laundry & shower facility	N/A
	Golf Course	54 spaces per 9 holes	N/A
	All Other	20 spaces per athletic field or ball diamond or 1 per 4 seats, whichever results in more spaces	1 per 10 vehicle spaces
Religious Assembly	Religious Assembly	1 per 3 seats (one seat = 18")	1 per 30 vehicle spaces
Safety Service	Fire or Police Station; Emergency Response Service	1 per employee + 1 per 300 square feet of office space	3 spaces
Schools	Elementary and Junior Highs	2 per classroom	1 per 10 students
	High Schools	1 per 4 students	1 per 20 students
	Private Schools	1 space per 200 square feet	1 per 20 students
Utilities, Basic	Utilities, Basic	1 per employee	N/A
Commercial			
Office	General Offices; Governmental Offices	1 per 300 square feet	1 per 20 vehicle spaces
	Medical/Dental	4 spaces for each patient room or 1 space per 200 square feet	1 per 20 vehicle spaces
Recreation and Entertainment, Outdoor	Driving Range	1 per 20 feet of driving area	N/A
	Miniature Golf	2 per hole	N/A
	All Other Outdoor Recreation	(varies w/use)	(varies w/use)

USE CATEGORIES	SPECIFIC USES	MINIMUM NUMBER OF SPACES	
		VEHICLE SPACES	BICYCLE SPACES
Recreation and Entertainment, Indoor	Assembly/Auditorium	1 per 4 seats or 1 per 50 square feet if not permanent seats	1 per 20 vehicle spaces
	Amusement Center	1 per 60 square feet	1 per 10 vehicle spaces
	Bowling Alley	4 per lane	1 per 10 vehicle spaces
	Clubs/Lodges	1 per 200 square feet	1 per 30 vehicle spaces
	Health Club/Fitness Center	1 per 200 square feet	1 per 20 vehicle spaces
Drive-Thru Uses (see TEDS Manual for stacking or vehicle storage requirements)	Automated Tellers	N/A	N/A
	Bank, Drive-Thru Facility	N/A	N/A
	Drive-thru Cleaners; Drive-thru Liquor	N/A	N/A
	Fuel: full service no repair/service facility; self-service	1 space per employee on largest shift + 1 space per 200 square feet	N/A
	Restaurant, Drive-In, no indoor seating	+ 1 per employee on largest shift	N/A
	Restaurant, Fast-Food with Drive-In Facilities	1 space per 3 seats	1 per 30 vehicle spaces
Downtown Area	All Uses	See Chapter Nine, Definitions and Section 6.6.A.12	Per adopted plans: Downtown District and Bicycle Plan
Retail Sales and Service	Bars/Nightclubs	1 per two persons	1 per 30 vehicle spaces
	Banks (Branch and Drive-In)	1 per 300 square feet	1 per 20 vehicle spaces
	Convenience Store	1 per 100 square feet	1 per 20 vehicle spaces
	Hotels/Motels; Inns	1 per room + 75 percent of spaces required for other associated uses (e.g., restaurants, bars, office, meeting areas)	N/A

USE CATEGORIES	SPECIFIC USES	MINIMUM NUMBER OF SPACES	
		VEHICLE SPACES	BICYCLE SPACES
Retail Sales and Service, continued	Funeral Home / Mortuary / Crematorium	1 per four seats	N/A
	Restaurants	1 per three seats	N/A
	Shopping Centers < 15,000 square feet >15,000 to 400,000 square feet >400,000 to 600,000 square feet >600,000 square feet + With Theater	1 per 250 square feet 1 per 250 square feet 1 per 225 square feet 1 per 200 square feet add 1 per four seats	1 per 30 vehicle spaces
	Theaters	1 per four seats	1 per 20 vehicle spaces
	New & Used Vehicle Sales, including Recreational Vehicles/Boats	Spaces equal to 10 percent of vehicle display area One space for each 5,000 feet of open sales lot area devoted to the sale, display, and rental of said vehicles and one space for each 300 square feet of gross floor area	N/A
	Other Retail Sales, High Volume, Stand Alone (e.g., supermarkets, clothing and department stores, shopping complexes, hardware building supplies, book stores, big box stores and similar uses)	1 per 200 square feet	1 per 20 vehicle spaces
	Other Retail Sales/Services, Low Volume, Stand Alone (e.g., appliance and sales, repair shops, nurseries, green houses and similar uses)	1 per 500 square feet	1 per 30 vehicle spaces
	Other Service Businesses, Stand Alone (e.g., beauty/barber shops, frozen food lockers, laundries, and similar uses)	1 per 500 square feet	1 per 30 vehicle spaces
Self-Service Storage	Self-Service Storage	1 per eight storage units + 1 per employee on maximum shift	N/A
Vehicle Repair	Vehicle Repair	2 per service bay + 1 per employee	N/A
Vehicle Service, Limited (see TEDS manual for stacking)	Car Wash, Self-Service	see TEDS	N/A
	Car Wash, Full-Service	1 space per employee	N/A

or vehicle storage requirements)	Service Stations; Oil, Lube, Muffler Service	4 per service bay + required stacking spaces	N/A
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USE CATEGORIES	SPECIFIC USES	MINIMUM NUMBER OF SPACES	
		VEHICLE SPACES	BICYCLE SPACES
Vehicle Service, Limited (see TEDS manual for stacking or vehicle storage requirements)	Other Limited Vehicle Service	2 per service bay + 1 per employee	N/A
	Tire, Batteries, Accessory Retailers	1 per 300 square feet	N/A
Industrial			
Industrial Services and Operations	Industrial Services and Operations (e.g., Asphalt Plants, Concrete, Pipe & Culvert Storage)	1.1 per employee or one per each 1,000 square feet of floor area, whichever is greater	1 per 30 vehicle spaces
Manufacturing and Production	Manufacturing and Production	1.1 per employee	1 per 30 vehicle spaces
Warehouse and Freight Movement	Warehouse and Freight Movement	1 per 1.5 employees or 1,000 square feet, whichever results in more spaces	1 per 30 vehicle spaces
Waste Related Use	Waste Related Use, Salvage	1.1 per employee	1 per 30 vehicle spaces
Wholesale Sales	Wholesale Sales	1.1 per employee plus one space per each 500 square feet of floor area open to the public for customer parking, in all cases, a minimum of 2 customer parking spaces	1 per 30 vehicle spaces
Other			
Agriculture	Feed Lots, Farming Airport	None	N/A
Aviation, Surface Passenger Terminals	Airport Terminals, Charter Airplane Terminals, Bus Stations, Train Stations	1 per employee + 1 space per peak embarking passengers	N/A
Mining	Gravel Extraction or Storage, Oil or Gas Drilling or Production	1 per employee + 1 per facility vehicle	N/A
Telecommunication Facilities	Television Station, Radio Station, Cable TV Retailer, Internet Provider, Telephone Switching Station/Offices	1 per employee	N/A

Table 6.6 Notes:

- Each parking space must be accessible independently of others.
- All square feet is gross floor area unless otherwise indicated.
- Spaces for seats or persons is designed capacity.
- A minimum of 3 spaces required for all use requiring bicycle spaces.
- ADA requirements are listed in the TEDS manual and at www.accessboard.gov

13. **Exceptions.** The Director has the authority to increase or decrease the required vehicle or bicycle parking, if:
 - a. Expected vehicle or bicycle ownership or use patterns vary from national standards or those typical for the use;
 - b. The parking demand varies during the day and week in relation to parking supply; or
 - c. The operational aspects of the use warrants unique parking arrangements.
 - 13.14. **Appeals.** An appeal of a Director decision relating to parking will be heard by the Zoning Board of Appeals.
 1415. **Dimensions.** Parking stall and aisle dimensions are detailed in TEDS.
 1516. **Alternative Bike Parking.** The Director may allow bicycle parking for employees to be located within a structure for security reasons
- B. **Loading.** A site plan for a proposed business, commercial or industrial use shall identify loading/unloading areas and shall be built and maintained in accordance with TEDS.

The only Change in Section 6.7 was to bold the title “Street Reserve Strips” in Section 6.7.E.6.

No change in Section 6.8.

CHAPTER SEVEN

SPECIAL REGULATIONS

The substantive changes to Chapter Seven are found in Section 7.4. (Spelling changes not shown here.)

7.4 HISTORIC PRESERVATION

7.4.B.2

Term. Members of the Historic Board shall be appointed by the City Council to serve four (4) year staggered terms from the date of appointment. Members may continue to serve until their successors have been appointed. Appointments to fill vacancies on the Historic Board shall be made by the City Council. All members of the Historic Board shall serve without compensation except for such amounts determined appropriate, in advance, by the City Council to offset expenses incurred in the performance of their duties. Members of the Historic Board may be removed by the City Council without cause being stated.

7.4.G

Review of Alterations. The owner of any historic structure or site is requested to consult with the Historic Board before making any alteration. The Historic Board shall determine if the alteration is compatible with the designation.

7.4.G.1.c – g

Corrected the lettering of the criteria because “b” had been used twice in a row.

CHAPTER NINE

DEFINITIONS

The substantive changes to Chapter Nine are found in Section 9.32. (Spelling changes not shown here.)

Section 9.32

ACCESSORY USE

AThe use of land or of a building customarily incidental to, subordinate to, and supportive of the principal use of the parcel.

GRAND VALLEY CIRCULATION PLAN (formerly known as Major Street Plan)

A plan or plans showing the location of right-of-way which will be developed and for which development and uses must accommodate. Plans for areas smaller than the entire City are still “Grand Valley Circulation Plans or Major Street Plans.” The City relies on the authority in Title 31 C.R.S. in addition to its other powers and authority.

MOTOR VEHICLE REPAIR SHOP

A shop or place of business used for the repair and maintenance of motor vehicles and other motor vehicle equipment as defined in 42-1-102, C.R.S. The owner of all motor vehicle equipment on the property shall have a valid registration, have a registration or title applied for, or show a work order. Motor vehicle equipment for which the shop operator holds no valid registration or work order shall be classified as junk and shall not be kept, stored or worked on, in or on the property of a motor vehicle repair shop.

OUTDOOR STORAGE

The keeping, in an unenclosed area, unscreened, of any goods, junk, material, merchandise, vehicles and vehicles for repair, in the same place for more than 48 hours. See Section 4.1.I.

RUBBISH

Rubbish includes but is not limited to food waste, ashes and other solid, semisolid and liquid waste, by-products and generally decomposable residue taken from residences, commercial establishments and institutions. Rubbish may also be known as/referred to as “garbage,” “trash,” or “waste” as those terms are used and/or defined in this Code or any other City Code, law rule or regulation(s).

SERVICE CLUB

A group of people organized for a common purpose to pursue common goals, interests, or activities, are not commercial in nature, and usually characterized by certain membership qualifications, payment of fees and dues, regular meetings, and a constitution and bylaws.

ORDINANCE NO. _____

**AN ORDINANCE REVISING THE ZONING AND DEVELOPMENT CODE
FOR THE CITY OF GRAND JUNCTION
TO BE PUBLISHED IN PAMPHLET FORM**

RECITALS: The last annual update of the Grand Junction Zoning and Development Code ("Code") was adopted on December 19, 2001, with an effective date of January 20, 2002. Council has requested that staff consider another update of the Code to determine whether any changes are needed. During the review of the Code it was determined that errors had occurred with the codification of the ordinances that have passed since December 19, 2001 affecting the Code. Before the update of the Code is considered, it is necessary to revise the Code to have a baseline version. The proposed revision is a compilation of changes and refinements from Ordinance Nos. 3398, 3436, 3529, 3610, 3625, and 3641 and includes corrections of matters not changing the substance of the Code.

Planning Commission considered the revised Code on October 25, 2005 and recommended that City Council adopt the revised Code as the City's Zoning and Development Code. Approval of this ordinance will replace the Zoning and Development Code previously adopted and replaces any previously printed versions of the Code.

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

The City's Zoning and Development Code, as presented and approved by the City Council at the November 2, 2005 hearing, is hereby adopted and replaces the Zoning and Development Code previously adopted.

Due to the length of this document, and because it is available in a readily used bound pamphlet form, the Clerk is authorized to publish the Zoning and Development Code adopted with this Ordinance by pamphlet.

Introduced on first reading the ____ day of _____ 2005.

Passed and adopted on second reading this ____ day of _____ 2005.

President of the Council

Attest:

City Clerk

Attach 4

**Purchase of Windows for Replacement at Orchard Mesa Community Center Pool
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Purchase of Window Replacement, Orchard Mesa Community Center Pool						
Meeting Date	October 19, 2005						
Date Prepared	October 4, 2005						
Author	Julie M. Hendricks			Buyer			
Presenter Name	Ronald Watkins Joe Stevens			Purchasing Manager Parks and Recreation Director			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Labor, materials and equipment necessary to remove existing windows and install new windows at the Orchard Mesa Community Center Pool. The first phase of the project is to replace 27 windows in 2005 and the second phase is to replace an additional 25 to 30 windows as required in 2006.

Budget: The Parks and Recreation Department has budgeted \$ 63,000 in 2005 CIP budget for the first phase of the project, and \$ 63,000 2006 for the balance of the project. 50% of these repair costs will be funded by Mesa County.

Action Requested/Recommendation: Authorize the City Manager to execute a contract with G.R.O. Inc. Construction, Denver, Colorado in the amount of \$58,550.00,

Background Information: The solicitation was advertised in the Daily Sentinel and solicitation proposals were sent to 75 contractors. Three (3) contractors attended the site visit and briefing. There was one responsive and responsible solicitation received. The solicitation was compared to the budget estimate, which was based on budgetary pricing received from local glass/window vendors to determine if the price was fair and reasonable.

Company/Location	Solicitation	Cost
G.R.O. Inc., Construction; Denver	For 27 windows	\$58,550.00

Attach 5
Purchase of Software Interface for the Police Department
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Sole Source Purchase of Software Interface					
Meeting Date	October 19, 2005					
Date Prepared	October 10, 2005				File #	
Author	Susan Hyatt			Senior Buyer		
Presenter Name	Greg Morrison			Police Chief		
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda	<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: Request is being made by the Police Department to purchase updated VisionTek software and programming for the Field Based Reporting System (FBR). VisionTek is the original equipment manufacturer and there are no regional distributors. VisionTek has been the vendor for the Mobile Data Computers (MDC) and field computing applications for the last six years. This software is an upgrade and enhancement of existing products and programs in place since 1991.

Budget: The Police Department has budgeted \$77,600 for this purchase in 2005.

Action Requested/Recommendation: Authorize the Purchasing Division to purchase the VisionTek software and programming in the amount of \$77,600.

Background Information: This purchase will allow the Police Department to close the loop in their present wireless and data management systems. After implementation of the VisionTek software, officers will be able to complete their reports in the field, electronically transmit them to their supervisor for approval or correction, and then have the information populate the Records Management Database. This will reduce the need for officers to return to the station to draft and submit reports. VisionTek has been the vendor for the Mobile Data Computers (MDC) and field computing applications for the last six years. This software is an upgrade and enhancement of existing products and programs in place since 1991 and is the final step in moving toward a paperless system.

Attach 6
Purchase of Tasers for the Police Department
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Sole Source Purchase of Tasers						
Meeting Date	October 19, 2005						
Date Prepared	October 10, 2005				File #		
Author	Susan Hyatt			Senior Buyer			
Presenter Name	Greg Morrison			Police Chief			
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When		
Citizen Presentation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name		
Workshop	<input checked="" type="checkbox"/>	Formal Agenda			<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: Request is being made by the Police Department to purchase an additional 42 X26 Tasers. The X26 Taser is a less lethal weapon utilized by law enforcement agencies world wide. It is only available through one Colorado authorized dealer, Davidson's Law Enforcement. This purchase of tasers will complete a program started with a Local Law Enforcement Block Grant in 2003 when the Department purchased 26 tasers for Patrol Operations.

Budget: Funding for this purchase is provided through a General Fund contingency transfer of \$30,000 and \$7,128 is from police seized funds for a total of \$37,128 for this purchase.

Action Requested/Recommendation: Authorize the Purchasing Division to purchase 42 each X26 Tasers with cartridge holders in the amount of \$37,128.

Background Information: It has been verified by the Purchasing Department that no other equipment is available that meets the specialized needs of the Police Department. The X26 Taser is a hand held devise which deploys, by use of compressed air, two probes transmitting pulsed energy through two wires into the central nervous system of the target causing immediate incapacitation. This purchase of tasers will complete a program started with a Local Law Enforcement Block Grant in 2003. It is expected the tasers will be delivered by the end of November. Tasers are standard issue equipment for new police officers similar to a handgun, radio and other tools necessary in the performance of their jobs.

Attach 7
Purchase of Events Management Software System for TRCC
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Two Rivers Convention Center Events Management Software System					
Meeting Date	October 19, 2005					
Date Prepared	October 11, 2005				File #	
Author	Susan Hyatt			Senior Buyer		
Presenter Name	Joe Stevens Traci Altergott			Parks and Recreation Director TRCC Acting Manager		
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda	<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: Request is being made by Two Rivers Convention Center to purchase an Events Management software program for the Convention Center and Avalon Theatre from Ungerboeck Systems International.

Budget: Two Rivers has budgeted \$55,000 for this purchased in 2005, the additional \$1996 will be paid from their 2005 data processing budget.

Action Requested/Recommendation: Authorize the Purchasing Division to purchase the Ungerboeck software program in the amount of \$56,996.

Background Information: A formal solicitation was sent to 121 different firms dealing with facility and/or project management software packages. Ungerboeck Systems International of O'Fallon, Missouri is the only responsive and responsible firm to offer a proposal. They have been in business providing Events Management Systems for 20 years and their product is used worldwide by many universities, sporting arenas and convention centers.

This purchase will allow Two Rivers Convention Center and Avalon Theatre to provide accurate and effective management of numerous events and concession operations at multiple locations. The software will schedule facilities, book events, create room layouts and allow users to view the calendar from multiple ports. It also provides customized reporting, permits specific or mass correspondence, has general accounting features and allows modifications to be recorded and disbursed instantly. This software will greatly enhance the customer service of both facilities and will expedite many manual procedures currently done by staff members.

Attach 8

**Construction Contract for the Hallenbeck Reservoir #1 & #2 Outlet Rehabilitations
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Hallenbeck Reservoir #1 & #2 Outlet Rehabilitations						
Meeting Date	October 19, 2005						
Date Prepared	October 12, 2005				File #		
Author	Bret Guillory		Utilities Engineer				
Presenter Name	Mark Relph		Public Works and Utilities Director				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: The project will utilize “trenchless technology” to install cured-in-place-pipe (CIPP) to rehabilitate 228 feet of 18 inch corrugated metal pipe (Hallenbeck Reservoir #1) and 102 feet of 14 inch steel pipe (Hallenbeck Reservoir #2).

Budget:

Description of Costs	
Engineering and Admin *	\$ 5,000.00
Construction Contract Hallenbeck #1 & #2	\$ 72,656.00
Total Costs	\$ 77,656.00
Budget 3011 -F43200 Hallenbeck #1	\$ 31,000.00
Reallocate funds from 2005 waterline replacements fund 3011 - F04800 **	\$ 50,000.00
Available Funds	\$ 81,000.00
Remaining Balance Fund 3011 - F43200	\$ 3,344.00

* Estimated cost of engineering and construction management for this

Project:

** Budgeted \$600,000 for 2005 water line replacements, used \$419,940, leaving \$180,060 available:

Action Requested/Recommendation: Authorize the City Manager to sign a Construction Contract for the **Hallenbeck Reservoir #1 & #2 Outlet Works Rehabilitation Project** with Western Slope Utilities, Inc. in the amount of \$72,656.00.

Attachments: none.

Background Information:

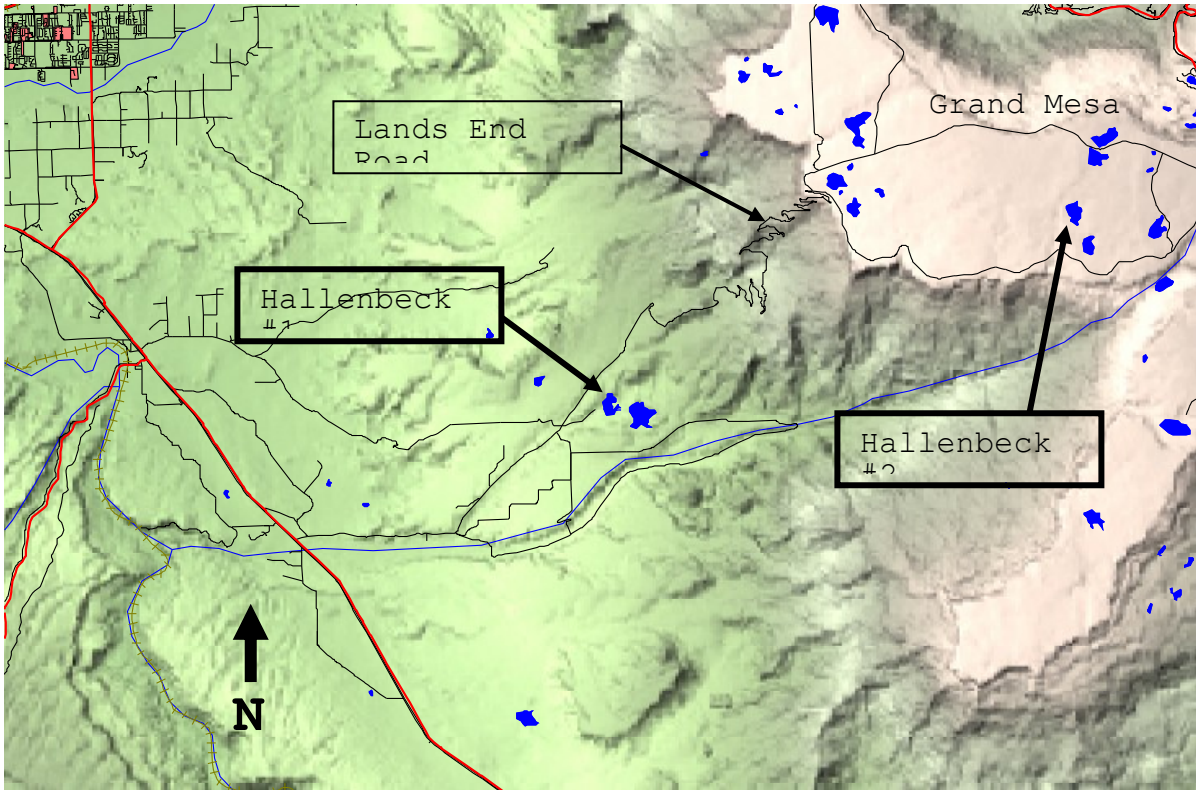
Bids for the project were opened on October 11, 2005. The low bid was submitted by Western Slope Utilities, Inc. in the amount of \$72,656.00. The following bids were received:

Bidder	From	Bid Amount
Western Slope Utilities	Breckenridge	\$72,656.00
Insituform Technologies, Inc.	Chesterfield, MO	\$97,742.00
Engineers Estimate		\$75,000.00

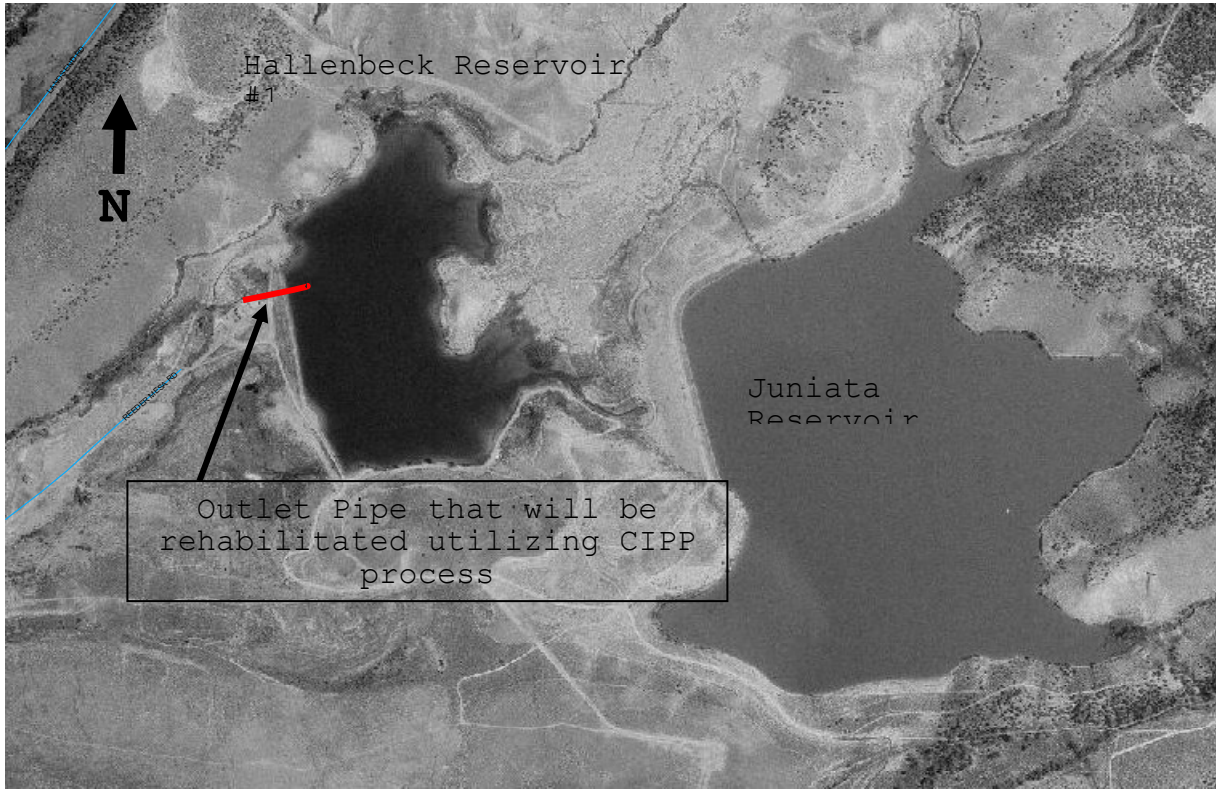
This project consists of rehabilitation of the existing outlet works for Hallenbeck Reservoir #1 (a.k.a. Purdy Mesa Reservoir) that has water rights owned solely by the City of Grand Junction for municipal use, and Hallenbeck Reservoir #2 (a.k.a. Raber – Click) that has water rights owned by the City of Grand Junction for irrigation use. The State of Colorado Division of Water Resources (DWR) conducts an annual inspection of Hallenbeck #1 and a bi-annual inspection of Hallenbeck #2. During past inspections DWR has recommended some type of rehabilitation work be performed on the reservoir outlets. Due to the depth of the outlet works full replacement via conventional means would be cost prohibitive. Staff is recommending a more cost effective rehabilitation of the outlet works using a cured in place pipe liner.

Rehabilitation work for Hallenbeck #1 is scheduled to begin on or about January 5, 2006 and continue for 1 week with an anticipated completion date of January 10, 2006. This schedule will be coordinated with the 2005 Interceptor Rehabilitation project that was awarded to Western Slope Utilities, Inc. by City Council on October 5, 2005.

The Contractor will have flexibility regarding the schedule for Hallenbeck #2 allowing for completion this fall or next summer. Winter weather conditions will most likely set in pushing the rehabilitation of Hallenbeck Reservoir #2 outlet into July of 2006 which staff has approved.



Area Location Map



Hallenbeck #1 (Purdy Mesa Reservoir)



Attach 9
Setting a Hearing on Zoning the Emmanuel Baptist Church Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Zoning the Emmanuel Baptist Church Annexation, located at 395 31 5/8 Road.						
Meeting Date	October 19, 2005						
Date Prepared	October 13, 2005				File #ANX-2005-215		
Author	Senta L. Costello		Associate Planner				
Presenter Name	Senta L. Costello		Associate Planner				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Introduction of a proposed zoning ordinance to zone the Emmanuel Baptist Church Annexation RSF-4, located at 395 31 5/8 Road.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed zoning ordinance and set a public hearing for the 2nd of November, 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

Location:		395 31 5/8 Road		
Applicants:		Owner/Applicant: Emmanuel Baptist Church – Dave Wens; Representative: Zao Engineers, LTD – Keith Mendenhall		
Existing Land Use:		Dormant Agricultural		
Proposed Land Use:		Church		
Surrounding Land Use:	North	Single Family Residential		
	South	Single Family Residential / Agricultural		
	East	Industrial Park		
	West	Single Family Residential / Agricultural		
Existing Zoning:		County RSF-R		
Proposed Zoning:		City RSF-4		
Surrounding Zoning:	North	County RSF-R		
	South	County RSF-R		
	East	City C-2		
	West	County RSF-R		
Growth Plan Designation:		Residential Medium 4-8 du/ac		
Zoning within density range?		X	Yes	No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the RSF-4 district is consistent with the Growth Plan density of Residential Medium 4-8 du/ac. The existing County zoning is RSF-R. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

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

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

Response: The requested zoning is to place the property into an appropriate City zoning designation due to the annexation request. Therefore, this 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. RMF-5 – Residential Multi-Family not to exceed 5 du/ac
- b. RMF-8 – Residential Multi-Family not to exceed 8 du/ac

STAFF RECOMMENDATION

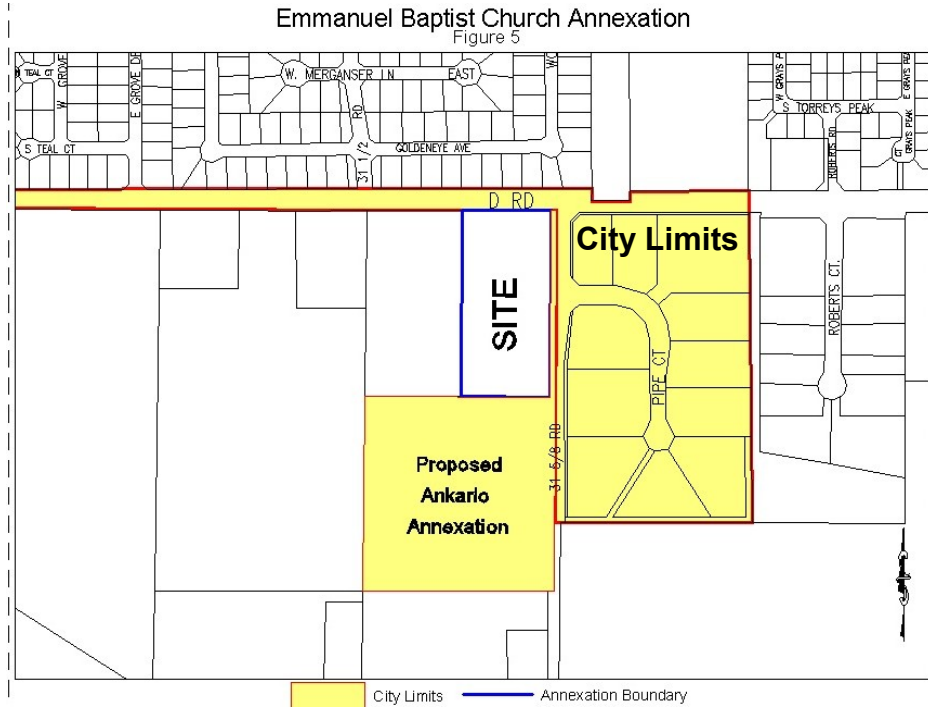
Staff recommends approval of the RSF-4 zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.

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

Site Location Map

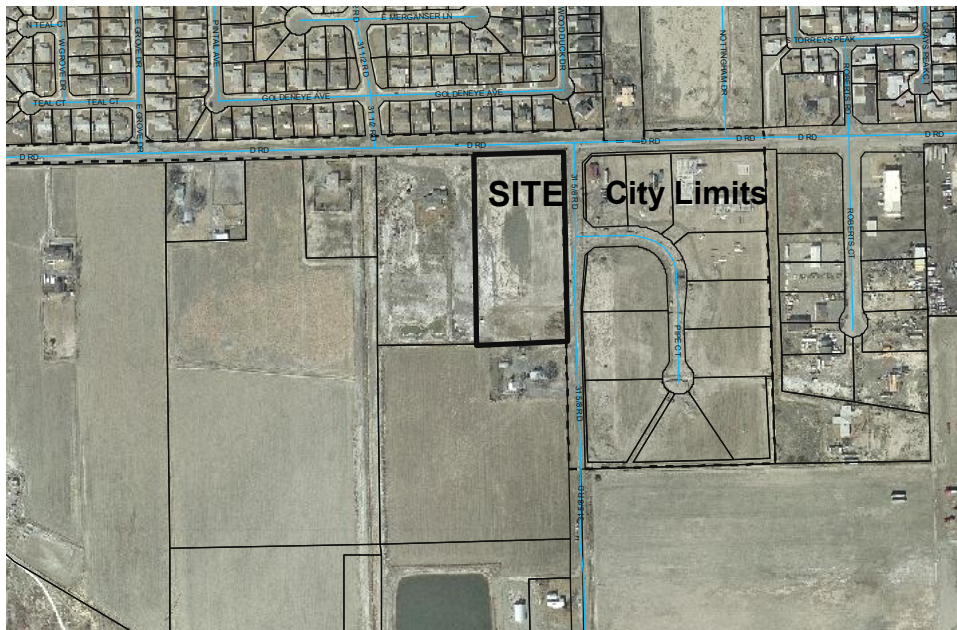
Figure 1

Emmanuel Baptist Church Annexation
Figure 5



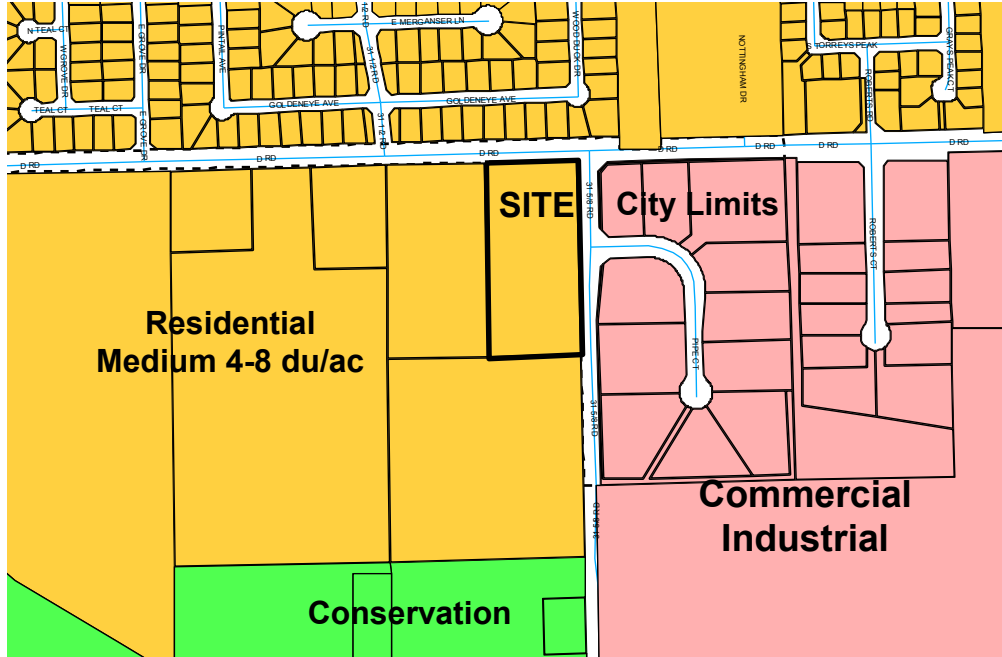
Aerial Photo Map

Figure 2



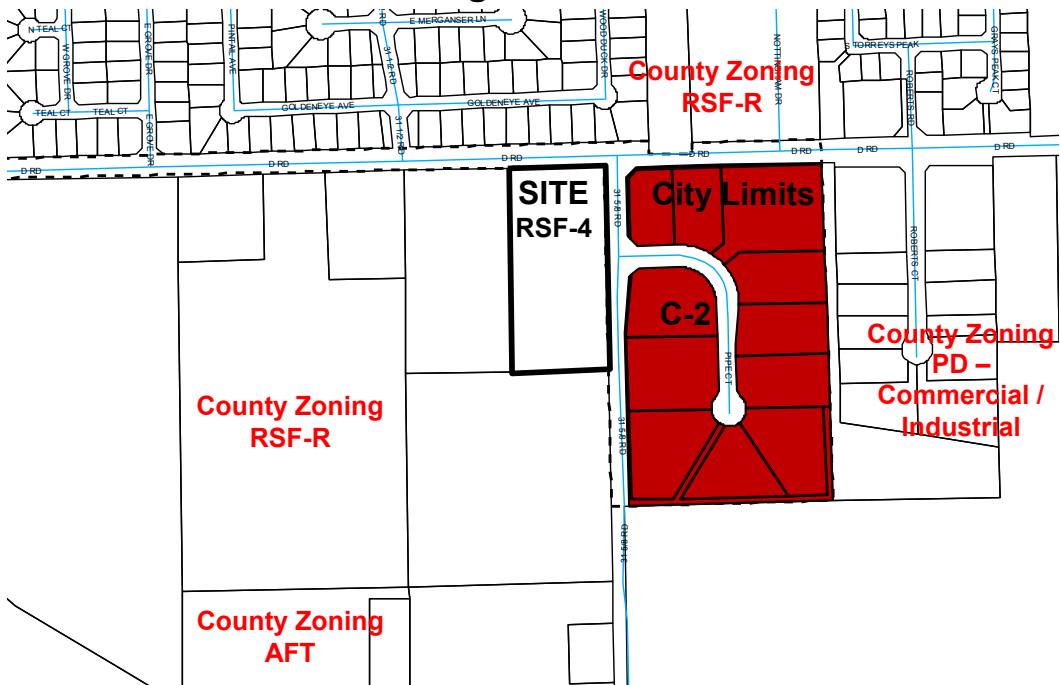
Future Land Use Map

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."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE EMMANUEL BAPTIST CHURCH ANNEXATION TO
RSF-4**

LOCATED AT 395 31 5/8 ROAD

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Emmanuel Baptist Church Annexation to the RSF-4 zone district for the following reasons:

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

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

The Planning Commission and City Council find that the RSF-4 zoning is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned RSF-4 with a density not to exceed 4 units per acre.

EMMANUEL BAPTIST CHURCH ANNEXATION

A certain parcel of land located in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 22, 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 NW1/4 NE1/4 of said Section 22 and assuming the North line of the NW1/4 NE1/4 of said Section 22 to bear S89°53'08"E with all bearings contained herein relative thereto; thence S00°28'30"W along the West

line of the NW1/4 NE1/4 of said Section 22 a distance of 30.00 feet to a point on the Southerly right of way of D Road; thence S89°53'08"E along said Southerly right of way of D Road a distance of 331.57 feet to the Northwest corner of Parcel 2A, Ronnie Ankarlo Simple Land Division as recorded in Plat Book 17, Page 283, Mesa County, Colorado records and the Point of Beginning; thence continuing S89°53'08"E along said Southerly right of way of D Road a distance of 302.67 feet to the Northeast corner of said Parcel 2A also being the Westerly right of way of 31 5/8 Court as recorded in Book 2390, Page 867; thence S00°26'48"W along the Westerly right of way of said 31 5/8 Court, a distance of 626.91 feet to the Southeast corner of said Parcel 2A; thence N89°53'08"W a distance of 302.98 feet to the Southwest corner of said Parcel 2A; thence N00°28'30"E along the West line of said Parcel 2A a distance of 626.91 feet to the Point of Beginning.

Said parcel contains 4.36 acres (189,841 square feet), more or less, as described.

Introduced on first reading this 19th day of October, 2005 and ordered published.

Adopted on second reading this _____ day of _____, 2005.

Mayor

ATTEST:

City Clerk

Attach 10

**Vacation of a Utility Easement Located at 3060 D Road in the River Run Subdivision
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	River Run Subdivision Vacation of Utility Easement						
Meeting Date	October 19, 2005						
Date Prepared	October 7, 2005				File #PP-2005-073		
Author	Lori V. Bowers		Senior Planner				
Presenter Name	Lori V. Bowers		Senior Planner				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: The proposed River Run Subdivision contains 22 single family lots on 5.19 acres. This request is to vacate the existing 20 foot utility easement located along the westerly boundary of the parcel as it exists and replace it with a 10 foot multi-purpose easement, except along the westerly boundary of the proposed Lot 9, which will be replaced with a 15 foot multi-purpose easement.

Budget: N/A

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

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. General Location Map / Aerial Photo
3. Subdivision Map / Easement vacation map
4. Resolution

ANALYSIS:

1. Background: The property was annexed into the City as the Theobold Annexation, located at 3060 D Road, in August of this year. The annexation area consisted of 4.41 acres of land and 0.78 acres of canal easement. The property was zoned RMF-8. A neighborhood meeting was held on March 3, 2005. No concerns were expressed by those who attended.

2. Consistency with the Growth Plan:

The proposed subdivision and existing zoning of RMF-8, is consistent with the Future Land Use designation of Residential Medium and therefore is consistent with the Growth Plan.

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

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

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

The request is to vacate the 20' utility easement located along the westerly boundary of the parcel and replace it with a 10 foot multi-purpose easement, except along the westerly boundary of proposed Lot 9, in the new River Run Subdivision, which will be replaced with a 15 foot multi-purpose easement. The 20 foot utility easement was dedicated via the Plat for Junction East Subdivision, recorded May 20, 1980, in Book 12, Page 263. A drainage pipe to direct runoff water to the southwest corner parcel of the parcel is proposed to be located within the new easement. Along the westerly boundary of proposed Lot 9, a 15 foot easement is proposed in order to accommodate the extension of the 8 inch water line from 30 ½ Road, as well as the drainage pipe. It is also proposed to dedicate a 14 foot multi-purpose easement along the road infrastructure of the proposed subdivision. This 14 foot easement is designed for the location of utilities. Clifton Water, Xcel Energy, Qwest and Bresnan Communications were contacted regarding the existing easement. Clifton Water provided a letter regarding the extension of the 8 inch main line located in 30 ½ Road and the requirement for the easement along the westerly boundary of Lot 9. Xcel Energy confirmed in writing that no gas or electric is located within the existing easement. Bresnan Communications also confirmed in writing that they have nothing located

within the existing easement and do not oppose the vacation. To the best of our knowledge, Qwest does not have utilities located within the existing easement. This request is in conformance with the Growth Plan, Grand Valley Circulation Plan, and other adopted plans.

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

This is not a request to vacate right-of-way. The request is to reduce the size of the existing utility easement and provide a multi-purpose easement in the reduced area.

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

As stated previously, this is not a request to vacate right-of-way. The proposed road system for the subdivision completes the connection to Morning Dove Court on the north. The road system extends south through the subdivision and provides direct access to D Road providing alternative access to the neighborhood and subdivisions located to the north.

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

The proposed project, as planned, will not have an adverse impact on the general community nor shall the quality of public facilities and services provided to the neighborhood be significantly reduced.

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

The proposed project, as planned, does not inhibit the provision of adequate public facilities or services to any property and complies with Chapter Six of the Code.

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

The proposed project provides alternative access to the subdivisions located to the north. The proposed road system improves traffic

circulation, as well as emergency response times within the neighborhood.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the River Run Subdivision application request for the vacation of the utility easement, file number PP-2004-069, the Planning Commission makes the recommendation of approval to City Council with the following findings of fact and conclusions:

1. The proposed vacation is consistent with the Growth Plan.
2. The review criteria in Section 2.8.B.2 of the Zoning and Development Code have all been met regarding the future subdivision. The future subdivision will meet this criterion.
3. The review criteria in Section 2.11.C of the Zoning and Development Code have all been met.

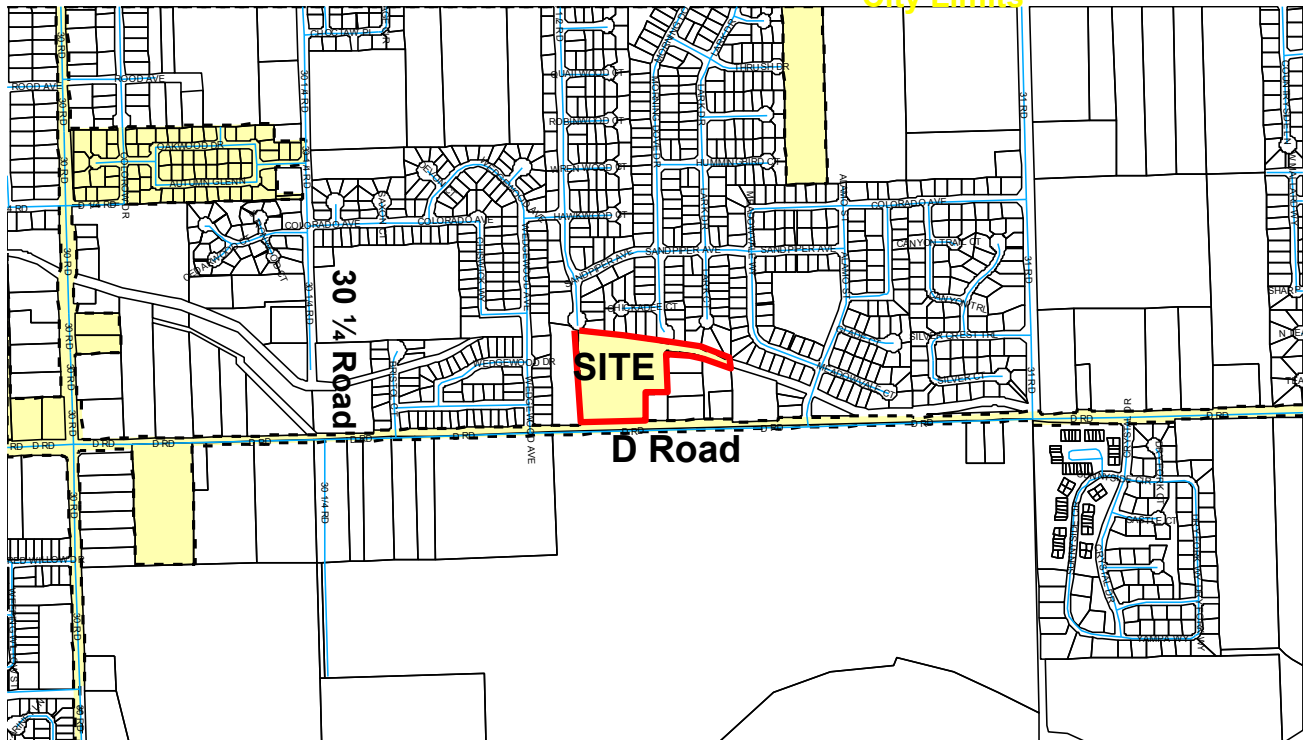
PLANNING COMMISSION RECOMMENDATION:

At their regularly scheduled meeting of October 11, 2005, the Planning Commission placed this item on the Consent Calendar finding that it was non-controversial. The Planning Commission recommends to the City Council approval of the request to vacate the 20 foot utility easement with the findings and conclusions as listed above.

Site Location Map

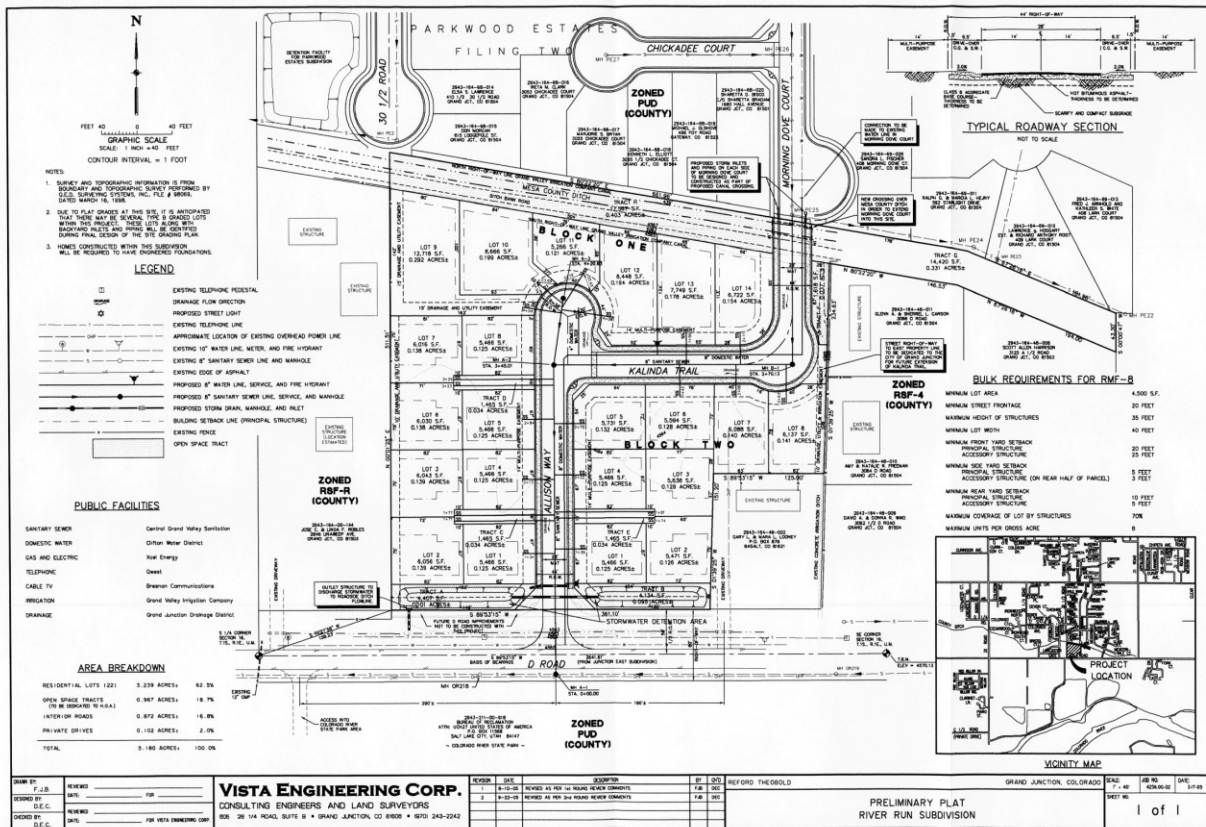
3060 D Road

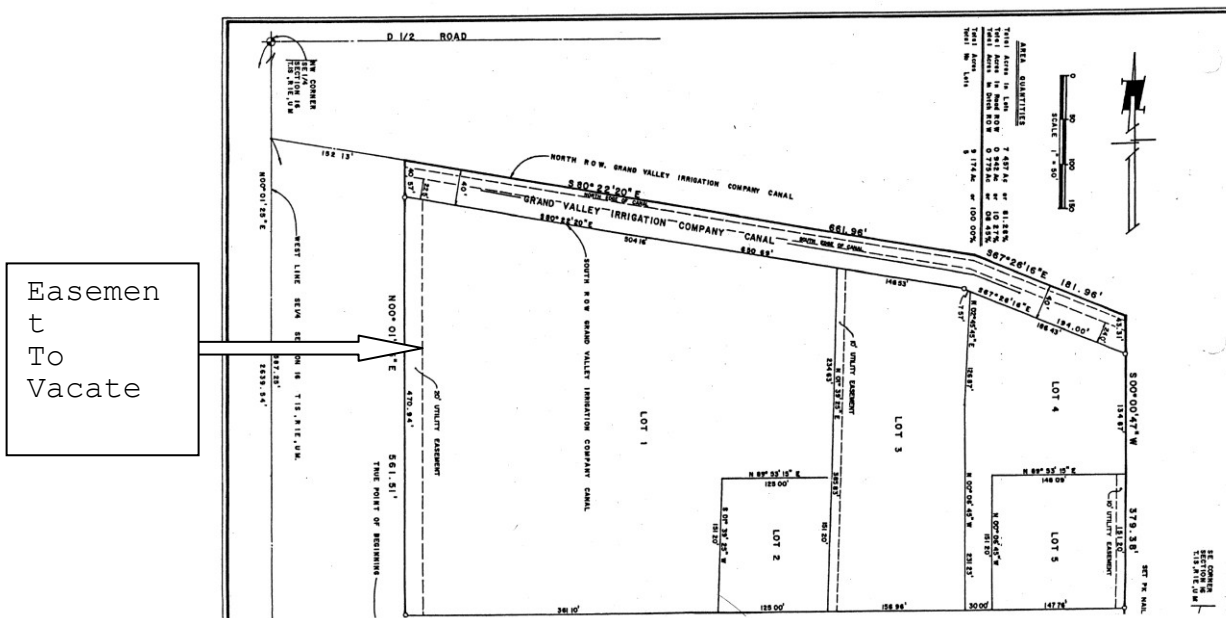
City Limits



Aerial Photo Map

3060 D Road





Proposed River Run Subdivision and utility easement to vacate

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

A RESOLUTION VACATING A UTILITY EASEMENT ON LOT 1, OF THE JUNCTION EAST SUBDIVISION, LOCATED AT 3060 D ROAD, IN ORDER TO ACCOMMODATE THE PROPOSED RIVER RUN SUBDIVISION

Recitals:

A request for the vacation of a utility easement has been submitted in accordance with the Zoning and Development Code. The applicant has requested that the 20' utility easement located along the westerly boundary of Lot 1, Junction East Subdivision, be vacated and replace it with a 10 foot multi-purpose easement, except along the westerly boundary of proposed Lot 9, of the proposed River Run Subdivision. This area will be replaced with a 15 foot multi-purpose easement. The 20-foot utility easement was dedicated via the Plat for Junction East Subdivision, recorded May 20, 1980, in Book 12, Page 263. The vacation request required to proceed with the River Run Subdivision.

In a public hearing, the Planning Commission reviewed the request for the vacation request and determined that it satisfied the criteria as set forth and established

in Section 2.11.C of the Zoning and Development Code. The proposed vacation is also consistent with the purpose and intent of the Growth Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS HEREBY VACATED.

THE EASTERN MOST 10-FEET OF THE 20-FOOT UTILITY EASEMENT LOCATED ALONG THE WESTERN PORTION OF LOT 1, JUNCTION EAST SUBDIVISION, RECORDED ON MAY 20, 1980, BOOK 12, PAGE 263 AND AS SHOWN ON EXHIBIT A. THIS VACATION IS EFFECTIVE UPON THE RECORDING OF THE RIVER RUN SUBDIVISION PLAT WHICH SHALL CONTAIN THE NEW EASEMENTS AS DESCRIBED IN THIS RESOLUTION.

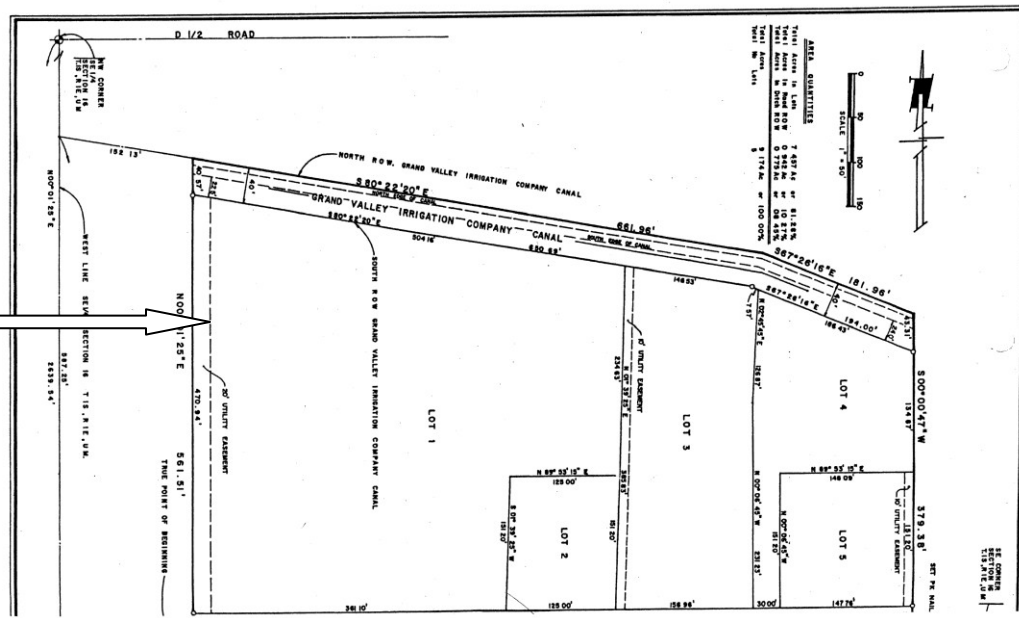
PASSED on this _____ day of _____, 2005.

ATTEST:

City Clerk

President of Council

Exhibit A



Attach 11

**Horizon Drive Business Improvement District Operating Plan and Budget
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Horizon Drive Association Business Improvement District Operating Plan and Budget						
Meeting Date	October 19, 2005						
Date Prepared	October 13, 2005				File #		
Author	Stephanie Tuin			City Clerk			
Presenter Name	Ron Lappi			Administrative Services Director			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Every business improvement district is required to file an operating plan and budget with the City Clerk by September 30 each year. The City Council is then required to approve the plan and budget within thirty days and no later than December 5. Horizon Drive Association Business Improvement District filed their 2006 Operating Plan and Budget. It has been reviewed by Staff and found to be reasonable.

Budget: NA

Action Requested/Recommendation: Approve Horizon Drive Association Business Improvement District's 2006 Operating Plan and Budget

Attachments:

1. Proposed 2006 Operating Plan and Budget for the Horizon Drive Association Business Improvement District
2. Certification of Valuations

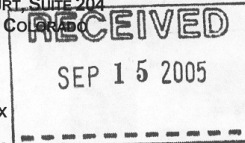
Background Information:

In 2004, the City Council created the Horizon Drive Association Business Improvement District, approved their 2005 Operating Plan and Budget and appointed their board. The State Statutes (31-25-1212 C.R.S.) require business improvement districts to annually submit an operating plan and budget for the next fiscal year by September 30. The municipality shall approve or disapprove the operating plan and budget within thirty days of receipt but no later than December 5 so the BID can file their mill levy certification with the County Assessor by December 10.

CASTOR & ASSOCIATES, PC
ATTORNEYS AT LAW

DENVER
GRAND JUNCTION

Copy: Ron Lappi
Kelly Arndt
John Shaver
743 HORIZON COURT, SUITE 204
GRAND JUNCTION, COLORADO
81506



970.242.9012
970.245.1730 FAX

Douglas E. Briggs, Attorney
dbriggs@castorlaw.com

September 15, 2005

VIA HAND DELIVERY

Ms. Stephanie Tuin
City Clerk
CITY OF GRAND JUNCTION
250 North 5th Street
Grand Junction, CO 81501

RE: Horizon Drive Business Improvement District

Dear Ms. Tuin:

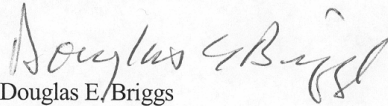
Pursuant to Section 31-25-1211, C.R.S., please find enclosed Horizon Drive Business Improvement District's proposed year 2006 Budget and Service and Operating Plan. Also enclosed is the District's proposed fiscal year 2006 Budget.

Finally, I have enclosed is a copy of the Mesa County Assessor's Certification of Valuations for the District dated August 25, 2005.

If you have any questions, please give me a call. Thank you.

Sincerely,

CASTOR & ASSOCIATES, P.C.


Douglas E. Briggs

Enclosures

cc Richard Tally, President Horizon Drive BID (w/o enclosures)

Horizon Drive Association Business Improvement District

Service and Operating Plan 2006

Introduction

The year 2005 was the first full year of operations of the Horizon Drive Business Improvement District. It was also the first year that the District was eligible to assessment and collection of *ad valorem* taxes for investment in the future of the District. The Board of Directors continues to operate the District conservatively regarding expenditures for administrative, staff, offices and other non-capital expenses. As such, the District's focus will continue to be on careful evaluation of capital projects and other direct investment in the District, rather than administrative development. This is reflected in the attached budget. In the future, it is anticipated that administrative expenditures will necessarily increase. But the Board is committed to primary dedication of the District's funds toward direct benefits to the District.

In accordance with the Board's stated objectives, the District adopts the following general Service and Operating Plan:

Goals and Objectives:

- Improve communication amongst businesses in the district
- Work together for a common goal
- Beautification
- Signage
- Coordinating holiday presentation
- Improve entrances to Grand Junction
- Serve as an ambassador to the City, County, and other organizations
- Represent the District in decisions that may impact the area

Services and Improvements Offered by the District:

- Liaison for its constituencies to the City of Grand Junction on improvement projects to the District.
- Improve the communications throughout the district.
- Enhance the District with long range planning of improvements.
- Be accessible to constituents for questions on various issues that may arise.
- Represent the District in decisions that may impact the area..

- The district is allowed to make and contemplates a broad range of public improvements including but not limited to: streets, sidewalks, curbs, gutters, pedestrian malls, streetlights, drainage facilities, landscaping, decorative structures, statuaries, fountains, identification signs, traffic safety devices, bicycle paths, off-street parking facilities, benches, rest rooms, information booths, public meeting facilities, and all incidental including relocation of utility lines.

Governance of the District:

- Initial Board of Directors appointed by Grand Junction City Council. Subsequent vacancies filled by election as provided by statute.
- Board of Directors appoints management staff in accordance with District bylaws.
- See the attached Bylaws of the Horizon Drive Business Improvement District.

Powers of the District:

- The power to sue and be sued, to enter into contracts and incur indebtedness, to issue bonds subject to statutory authority.
- To consider and, if deemed necessary, provide services within the district including but not limited to:
 - * management and planning
 - * maintenance of improvements, by contract if necessary
 - * promotion or marketing
 - * organization, promotion and marketing of public events
 - * activities in support of business recruitment, management and development
 - * snow removal or refuse collection
 - * provide design assistance
- To acquire, construct, finance, install, and operate public improvements and to acquire and dispose of real and personal property.
- To refund bonds of the district.
- To have management, control and supervision of business affairs of the district.
- To construct and install improvements across or along any public street, alley or highway and to construct work across any stream or watercourse.
- To fix, and from time to time increase or decrease, rates tolls, or charges for any services or improvements. Until paid, such charges become a lien on commercial property in the district, and such liens can be foreclosed like any other lien on real or personal commercial property.

- The power to levy taxes against taxable commercial property.
- See the attached Bylaws of the Horizon Drive Business Improvement District.

Partnerships:

- Members of the existing Horizon Drive Association are encouraged to join the Horizon Drive Business Improvement District and provide feedback and opinions based upon their current concerns pertaining to the area.
- Membership to the Horizon Drive Business Improvement District will be based on a dues structure set up by the Board of Directors.

Proposed Initial Budget:

- See attached Horizon Drive Business Improvement District's 2006 Budget

HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT

Operating Budget for Fiscal Year 2006

Revenues:

Beginning Fund Balance		\$ 113,000
Tax Revenues		156,143
Interest Income		<u>350</u>
Total Funds Available		269,493

Less Expenditures:

Administrative Expenses		
Insurance	1,500	
Professional Fees	6,000	
Marketing & Communications	24,000	
Clerical/Administrative	<u>3,500</u>	35,000

Long Term Planning, Design & Improvement Projects		<u>225,000</u>
Total Expenditures		<u>260,000</u>
Ending Fund Balance		9,493

CERTIFICATION OF VALUATIONS

NAME OF JURISDICTION HORIZON DRIVE BUSINESS IMPROVEMENT DIST NEW DISTRICT YES X NO
 IN MSA COUNTY ON August 25 2005 ARE:

USE FOR STATUTORY CALCULATION (5.5 LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2) AND 39-5-128(1), C.R.S., THE TOTAL ASSESSED VALUATIONS FOR THE TAXABLE YEAR 2005 ARE:

PREVIOUS YEAR'S NET TOTAL ASSESSED VALUATION:	\$	<u>25,033,710</u>
CURRENT YEAR'S GROSS TOTAL ASSESSED VALUE † :	\$	<u>31,133,540</u>
LESS TIP DISTRICT INCREMENT, IF ANY:	\$	<u>N/A</u>
CURRENT YEAR'S NET TOTAL ASSESSED VALUATION:	\$	<u>31,133,540</u>
NEW CONSTRUCTION *:	\$	<u>95,210</u> *
INCREASED PRODUCTION OF PRODUCING MINE ▲:	\$	<u>N/A</u> ▲
ANNEXATION/INCLUSIONS:	\$	<u>0</u>
PREVIOUSLY EXEMPT FEDERAL PROPERTY ♠:	\$	<u>0</u> ▲
NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.) ☐:	\$	<u>0</u> ☐
TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a) C.R.S.):	\$	<u>0</u>
TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(b) C.R.S. (39-10-114(1)(a) (2) (B) C.R.S.):	\$	<u>11.65</u>

† This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(1)(b), Colo. Constitution
 * New construction is defined as: Taxable real property structures and the personal property connected with the structure.
 ▲ Jurisdiction must submit a certification (Form DLG 52 & 52A) to the Division of Local government in order for a value to be counted as growth in the calculation.
 ☐ Jurisdiction must apply (Form DLG 52B) to the Division of Local government before the value can be counted as growth in the calculation.

USE FOR "TABOR LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH THE PROVISION OF ART. X, SEC 20, COLO. CONS., THE ACTUAL VALUATION FOR THE TAXABLE YEAR 2005 ARE:

CURRENT YEAR'S VALUE OF ALL REAL PROPERTY ¥:	\$	<u>100,359,223</u>	¥
ADDITIONS TO TAXABLE REAL PROPERTY:			
CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS Ⓞ:	\$	<u>328,320</u>	Ⓞ
ANNEXATIONS/INCLUSIONS:	\$	<u>0</u>	
INCREASED MINING PRODUCTION Ⓢ:	\$	<u>0</u>	Ⓢ
PREVIOUSLY EXEMPT PROPERTY:	\$	<u>0</u>	
OIL OR GAS PRODUCTION FROM A NEW WELL:	\$	<u>0</u>	
TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: <small>(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)</small>	\$	<u>0</u>	
DELETIONS FROM TAXABLE REAL PROPERTY:			
DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$	<u>0</u>	
DISCONNECTION/EXCLUSION:	\$	<u>0</u>	
PREVIOUSLY TAXABLE PROPERTY:	\$	<u>0</u>	

¥ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.
 Ⓞ Construction is defined as newly constructed taxable real property structures.
 Ⓢ Includes production from a new mine and increase in production of an existing producing mine.

USE FOR SCHOOL DISTRICTS ONLY

NOTE: No later than December 10, the Assessor shall certify the TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY to SCHOOL DISTRICTS, (39-5-128(1), C.R.S.) \$ _____

NOTE: All Levies Must Be Certified To The Board of County Commissioners NO LATER THAN DECEMBER 15, 2005 DLG-57 (REV 4-00)

Attach 12
2006 Auto Theft Prevention Program Grant Application
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	2006 Auto Theft Prevention Program Grant Application					
Meeting Date	10-19-05					
Date Prepared	10-12-05				File #	
Author	R.J. Russell			Lieutenant		
Presenter Name	Greg Morrison			Chief of Police		
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda	<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary:

In 2003 the General Assembly created the Automobile Theft Prevention Authority consisting of representatives of law enforcement, the insurance industry, prosecutors, business leaders, elected officials and others who have an interest in reducing motor vehicle thefts in Colorado. The Prevention Authority was given the power to make grants available for the purpose of reducing motor vehicle thefts. Grant resources come from a trust fund established by the legislature. Voluntary contributions constitute the resources of that fund. No tax dollars are involved in the grants program. Applications are now being accepted from agencies in order to combat auto thefts through a variety of programs: Public Awareness/Education, Enforcement, Training, Prosecutorial Support, First-Time Offenders and Emergency Assistance.

Budget:

The Grand Junction Police Department will be seeking \$22,050.00 in the 2006 CATPA grant process covering a 3 year project period. This funding will be used to promote public awareness, education and auto theft prevention practices through advertisement and media coverage in an effort to reduce auto thefts in Grand Junction.

Action Requested/Recommendation:

The Grand Junction Police Department is requesting authorization to apply for funds provided through the 2006 Colorado Automobile Theft Prevention Authority grant process.

Attachments:

Colorado Automobile Theft Prevention Authority grant announcement.
 Grant Data Sheet.

Background Information:

This is the first time that the Police Department has applied for funding provided through this program.

Announcement
Notice of Funding Availability
And
Solicitation of Applications

Colorado Automobile Theft Prevention Authority

Application Deadline: Friday, October 21, 2005, at 3 p.m.

2006 Auto Theft Prevention Program

Colorado's Auto Theft Problem: Colorado ranks above national auto theft rates and among the top ten states in the country for auto theft, according to 2003 crime data from the Federal Bureau of Investigation.

Colorado's auto theft rate – the number of thefts per 100,000 Coloradans -- in 2003 was 440.5, compared to the national rate of 433.4. During 2004, a total of 22,971 motor vehicles were stolen in Colorado. Colorado's auto thefts in 2004 increased 13.9 percent, compared to a national decrease of 2.6 percent (preliminary estimate).

Motor vehicle theft is one of the categories of serious crime in which Colorado ranks above national averages on a per capita basis. The crime of auto theft became a significant component in the state's overall serious crime rate increase in 2004, compared to the prior year, while the nation as a whole experienced a decrease in serious crime.

Colorado Automobile Theft Prevention Authority: Both the rate of auto theft and large increases in actual auto thefts influenced the Colorado General Assembly in deciding to create the automobile theft prevention authority in 2003.

The authority board is comprised of members appointed by the Governor, including representatives of law enforcement, the insurance industry, prosecutors, business leaders, elected officials, and others who have an interest in reducing motor vehicle theft in Colorado. The present chair of the authority board is Captain Stephen Bellinger of the Colorado State Patrol, and the offices of the authority are located at Colorado State Patrol headquarters, 700 Kipling St., Lakewood, CO 80215.

The Colorado General Assembly gave automobile theft prevention authority the power to make grants for the purpose of reducing motor vehicle theft in Colorado. Grant resources come from a

trust fund established by the legislature. Voluntary contributions from motor vehicle insurers constitute the resources of the trust fund. No tax dollars are involved in the grants program, although the Colorado State Patrol of the Colorado Department of Public Safety has been responsible for the first year management of the grant-making program. The Colorado State Patrol must report results of the authority's theft prevention programs to the Colorado General Assembly.

There are no requirements for local match funding in this grant program

GRANT TYPES AND PURPOSES

The Colorado Automobile Theft Prevention Authority (CATPA), under its statutory authority to combat vehicle theft in the State of Colorado, will consider applications for grants in one or any combination of the following six types, subject to availability of funds:

- Multi- or Single- Agency Investigative / Enforcement Projects. Qualified applicant agencies include state and local law enforcement agencies, multi-jurisdictional task forces, and any non-profit National Insurance Crime Bureau task forces that operate in Colorado. Projects may include investigative and enforcement activities, including overtime costs. By statute, priority will be given to proposals from or creating multi-jurisdictional task forces.

Objectives for law enforcement projects could include reducing the number of thefts; increasing arrests of persons suspected of motor vehicle thefts and related crimes, including defrauding insurance companies; identifying and apprehending organized auto theft rings; increasing recoveries. This grant program encompasses farm and construction equipment thefts as well as motor vehicles used over-the-road.

- Crime Prevention and Public Awareness Programs. Qualified applicants include any Colorado law enforcement agency, any state, county or municipal agency, district attorney offices, registration and title clerks, school districts, non-profit and for-profit organizations, that have an effect on motor vehicle theft prevention

This grant category is intended to encourage projects that promote crime prevention efforts, activities, and public awareness campaigns that are intended to reduce the number of victims of motor vehicle theft, fraud, and related crimes. One of the objectives of prevention and awareness programs should be to reduce the public's victimization by motor vehicle theft and fraud crimes.

Members of the Colorado Automobile Theft Prevention Authority board encourage law enforcement agencies in Colorado to continue the promotion of the Watch Your Car program. Grants for projects designed to increase vehicle owner participation in the Watch Your Car program are encouraged in this category.

- Professional Training. Qualified applicant agencies include any law enforcement, motor vehicle regulatory or prosecutorial agency; county title and motor vehicle registration clerks; port-of-entry offices.

Grants will be considered for the purpose of providing professional training and development to law and regulation enforcement officers, employees, or prosecutors. Tuition and travel expenses will be considered. Training grant requests should indicate whether the training benefits a multi-jurisdictional theft prevention strategy. Training must be specific to motor vehicle theft.

- Prosecution Support. Qualified applicant agencies are district attorneys offices. Funds can be used to increase auto theft case prosecution capacity and efficiency.
- First-Time Offender Programs. Qualified applicant agencies include district attorney offices, non-profit organizations, law enforcement agencies, and community corrections programs.

Grants for projects designed to prevent future criminal behavior by first-time offenders will be considered. The term, “first-time offenders” encompasses those who have been convicted one time of any vehicle theft or theft-related insurance fraud charge.

- Emergency Assistance. Qualified applicant agencies include law enforcement agencies, district attorneys, or other agency identified as a qualified applicant in any other grant category above.

As funds are available, emergency assistance grants will be considered for immediate, unexpected needs for enforcement or prosecution activities or for other projects that demonstrate a compelling requirement for emergency assistance.

APPLICATION PROCESS

Application for a grant from the 2006 Colorado Automobile Theft Prevention Authority can be made by completing the application form and returning it by the deadline. The application form is available electronically at <http://csp.state.co.us/>. There is no limit on the number of applications that can be submitted by a single agency. While the application is available through the Internet, it is not yet possible for agencies to file completed applications via the Internet.

Application Deadline: Friday, October 21, 2005, at 3 p.m. Applications must be received by mail or delivery at 700 Kipling Street, Denver, CO 80215, by the deadline in order to be considered. Applications received by fax or e-mail will not be considered. Please submit one

original application that includes original signatures and two copies of the complete application form.

Inquiries: Questions about completing the application or about the grant process can be directed to Leslie E. Nelson-Taullie, Colorado State Patrol, 303-239-4542, or Leslie.nelson@cdps.state.co.us.

Amount of Funding Available: \$160,000 statewide.

Project Period: Projects can be funded for a period up to three years in length. The planned project period must be shown on the application form, and the budget period must correspond with the project period.

Budget Restrictions: CATPA grant awards will support direct costs only; no indirect costs will be reimbursed by the CATPA grant program. Grant awards will be made for new activity only; grant funds may not be used to replace funds already being spent by an agency for the same motor vehicle theft prevention activity.

Other Information: Projects selected for funding will be provided grant funds on a quarterly, reimbursement basis. Reimbursement is accomplished by filing a quarterly budget report and completing a cash request. Forms for these two requirements accompany the application materials.

Requirements for records retention and other administrative rules are shown in the Special Provisions section of the Grant Application Attachment.

Reimbursement payments may be withheld if financial reports and progress reports become delinquent.

Capital equipment may be purchased with grant funds and according to the approved budget. No additional, prior approval for capital equipment purchases is required in this program. Capital equipment is titled in the name of the recipient agency and remains in possession of the original agency so long as it continues to be used for auto theft prevention activities and remains in working order.

Grant recipients are encouraged to utilize the 1122 program of the Colorado State Patrol for equipment, supplies and other commodities. The 1122 program provides law enforcement agencies the opportunity to make purchases under federal price agreements, often yielding a substantial savings in costs. More information about the 1122 program can be found on the Colorado State Patrol's web site.

By law, grant applicants are not required to provide match funding in order to obtain a CATPA grant. On the other hand, because CATPA grant funding comes from private sources, a CATPA

grant can be used to meet match requirements for federal grants, including the Edward Byrne Memorial Block Grant administered by the Colorado Division of Criminal Justice. Multi-jurisdictional task forces may want to consider expanding their activities by applying for a Byrne grant, among other options, as a supplement.

SELECTION PROCESS

Grant awards will be based on an evaluation of all proposals by the CATPA staff and board members. The evaluation includes a scoring process by board members. Under the statute creating the Colorado Automobile Theft Prevention Authority, the board must give priority to multi-jurisdictional task force applications and must consider the geographical distribution of awards throughout the state. A high score alone does not guarantee a grant award due to these other two considerations provided in law.

Members of the board are given ultimate authority to make grant decisions by statute. Unlike most other CDPS grant programs, CATPA board decisions are final, although their decisions are ratified by the Executive Director of the Colorado Department of Public Safety to ensure that legal requirements have been met.

The board has determined that it will conduct an appeals process. The appeals process is described in greater detail below.

Scoring Criteria: Board members will utilize a standard scoring sheet that follows the Project Description section (page 2) of the application form. Components of the Project Description section include, “Problem Identification,” “Project Plan,” “Evaluation Plan,” and “Resource Development.”

In addition, the scoring sheet will incorporate an assessment of a well justified budget. It is encouraged that the grant applications display to the board any resources that agencies may be using as part of the project.

These five sections are the primary elements of the scoring sheet and selection process, although the board also will consider geographic diversity and proposals from multi-jurisdictional task forces in their grant selection process.

Application may include letters of support from Chief Executive officers from law enforcement agencies and District Attorneys’ Offices.

Oral Presentations: Applicant agencies may be asked to send a representative to a CATPA meeting for a brief oral presentation summarizing the content of an application and allowing board members to ask questions regarding the application. The purpose of allowing oral presentations is to give board members the opportunity to understand more thoroughly a project proposal. Oral presentations will not be assessed a score by board members.

Technical Rejection Criteria: Applications that are incomplete, or are not received by deadline, or are not appropriate requests under the CATPA grant program, may not be considered by the board. Such applications will be rejected for technical reasons. Only these three scenarios will be used for technical rejections.

Appeal Policy: The board may choose to award a grant as proposed in the application, or it may award a grant with modifications, including budgetary changes. It may also decline to fund an application. Applications that are declined or awarded with budget modifications greater than 25 percent of the original proposed budget may be appealed. Applicants whose proposals are qualified for an appeal will be notified of the process and deadline for filing an appeal by CATPA. Applications rejected for technical reasons may not be appealed.

CATPA GRANT CYCLE CALENDAR

October 21, 2005	Application Deadline
November 3, 2005	Grant Award Announcements Made
November 18, 2005	Deadline to Request an Appeal
November 22, 2004	Appeals to be Heard by Board
Early December, 2005	Statements of Grant Awards to be Mailed to Successful Applicants Notices Sent to Unsuccessful Applicants

CITY OF GRAND JUNCTION
GRANT DATA SHEET

DATE: 8/12/2005 REVISION NUMBER _____
DEPARTMENT: Police CONTACT: Bob Russell PHONE: 244-3656
SUB-RECIPIENT: _____ CONTACT: _____ PHONE: _____

CONTRACT REQUIRED FOR ALL SUB-RECIPIENTS!

GRANT NAME: 2006 Colorado Auto Theft Prevention Program GRANT #: _____

SOURCE OF FUNDS: State of Colorado (FEDERAL, STATE, OTHER)
Colorado Automobile Theft CSP Captain Stephen (303) 239-4500
GRANTOR: Prevention Authority CONTACT: Bellinger PHONE: (303) 239-4400

PURPOSE/PRODUCT/OUTCOME:

These funds are specifically earmarked to pay for advertisement, media coverage and auto theft prevention items in order to educate and promote auto theft prevention practices to the general public in an effort to reduce auto thefts in the Grand Junction area.

IF FEDERAL /STATE FUNDS, CHECK COMPLIANCE REQUIREMENTS LIST ON BACK!

REQUIREMENTS/SCHEDULE:

WILL THIS REQUIRE: NEW EMPLOYEE(S)? No NEW EQUIPMENT? No

FINANCIAL SUMMARY (ATTACH DETAIL):

Projected cost of project or program: \$ 22,050
Estimated cost of administration: _____
Grant in-eligible costs (application): _____
Total costs of grant..... \$ 22,050
Amount of grant \$ 22,050
Other revenues _____
Total revenues..... \$ 22,050
Net cost of the project to the City.....: \$ 0
Amount to be appropriated: \$ _____

FUTURE IMPACTS:

Description

Annual ongoing expenditures: \$ _____
Onetime/periodic expenditures: \$ _____
Revenue account number: Fund 100 Org 438 Account 63110 Pgm 21 Activity 108545
Expenditure account number: Fund 100 Org 438 Account 63110 Pgm 21 Activity 108545
(If more than one account, attach a list.)

Are revenues/expenses included in the current budget? No Revised? No

APPROVALS: Department Director: _____ Date: _____
Grant Coordinator: _____ Date: _____
Finance Director: _____ Date: _____
City Manager: _____ Date: _____
City Council: Approved: _____ Acceptance: _____ Contracts: _____

DATES:

Application deadline 10/28/2005 Award of grant: _____ Extension deadline _____
Date of receipt: _____ Required completion date: _____ Closeout _____
Report(s) required: _____ (date, monthly, quarterly)

ATTACH NOTES AS NECESSARY – FINANCIAL ANALYSIS, METHOD/TIMING OF PAYMENTS, MULTIPLE REQUIREMENTS, SCHEDULE, OTHER EXPLANATIONS.

City of Grand Junction Compliance Check List

This check list is provided to help the Department Contact in identifying requirements of the grant for which the requestor is responsible. It does not move the responsibility for compliance or the monitoring of compliance of a department or sub-recipient to the Administrative Services Department

- Co-applicants
- Contract(s) Sub-recipient Source of funds Other
- Insurance/bonding

- Single Audit
- Environmental review
- Equal employment opportunity enforcement
- Davis Bacon
- Minority and/or other preference processes

- Matching funds Budgeted Unbudgeted Generated
- Program income
- Federal funds Advance or Reimbursement
- Payment requests, reports
- Debt issuance
- Cost allocation plan for indirect costs

- State checklist available
- Local determinations

- Hearings / public input / notices / signs
- Open competitive bids
- Plan for real property acquisition and replacement, relocation of people
- Inspections / grantee / grantor

- Subsequent maintenance and/or monitoring
- Subsequent restrictions of use
- Asset monitoring, inventions, patents, equipment (subsequent usage)
- Record retention
- System of documentation

- Other (explain)

**ATTACH ANY ADDITIONAL COMMENTS.
ATTACH A COPY OF THE GRANT APPLICATION, AWARD, AND OTHER DOCUMENTATION.**

**Attach 13
Public Hearing – Amending the Smoking Ordinance
CITY OF GRAND JUNCTION**

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

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 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 (≥ 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.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

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

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 (≥ 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.

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.

Attach 14
Public Hearing – Ace Hardware Annexation and Zoning
CITY OF GRAND JUNCTION

<i>CITY COUNCIL AGENDA</i>						
Subject	Annexation and zoning of the Ace Hardware Annexation located at 2140 Broadway					
Meeting Date	October 19, 2005					
Date Prepared	October 13, 2005				File #ANX-2005-177	
Author	Senta L. Costello		Associate Planner			
Presenter Name	Senta L. Costello		Associate Planner			
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		Consent	<input checked="" type="checkbox"/> Individual Consideration

Summary: Acceptance of a petition to annex and consider the annexation and zoning for the Ace Hardware Annexation. The Ace Hardware Annexation is located at 2140 Broadway, is a 3 part serial annexation, and consists of 1 parcel on 2.3 acres. The zoning being requested is B-1.

Budget: N/A

Action Requested/Recommendation: 1) approve resolution accepting a petition for annexation, 2) public hearing to consider final passage of annexation and zoning ordinances.

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. Acceptance Resolution
5. Annexation Ordinance
6. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION

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

Staff Analysis:

ANNEXATION:

This annexation area consists of 2.3 acres of land and is comprised of 1 parcel and is a 3 part serial annexation. The property owners have requested annexation into the City as the result of needing a desire to develop this commercial property that is located in the Redlands area. Under the 1998 Persigo Agreement all commercial developments in the Redlands area require annexation and processing in the City.

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

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

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.

The following annexation and zoning schedule is being proposed.

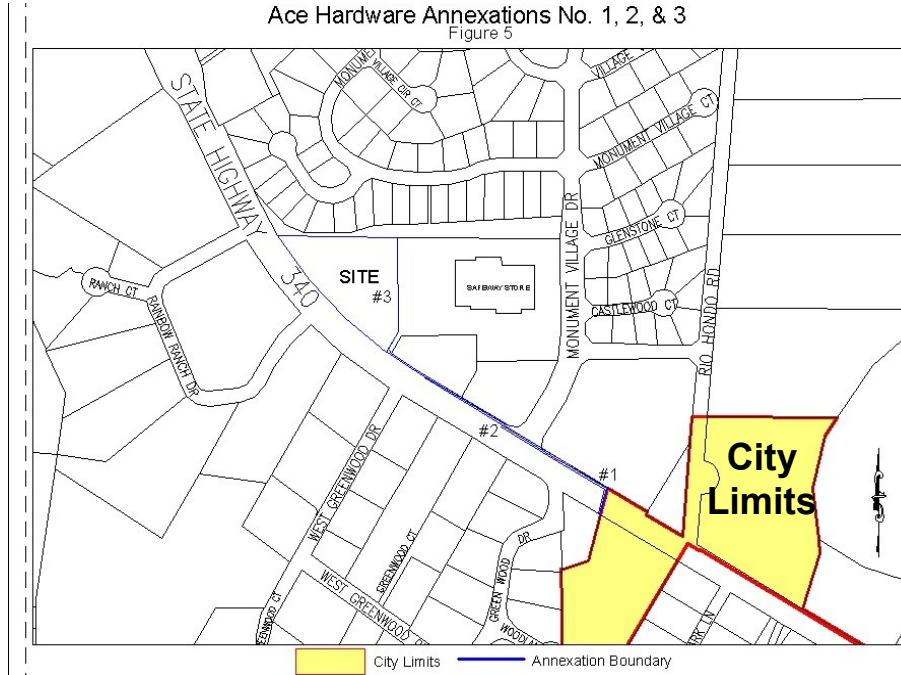
ANNEXATION SCHEDULE	
September 7, 2005	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
September 27, 2005	Planning Commission considers Zone of Annexation
October 5, 2005	Introduction Of A Proposed Ordinance on Zoning by City Council
October 19, 2005	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
November 20, 2005	Effective date of Annexation and Zoning

ACE HARDWARE ANNEXATION SUMMARY	
File Number:	ANX-2005-177
Location:	2140 Broadway
Tax ID Number:	2947-232-21-002
Parcels:	1
Estimated Population:	0
# of Parcels (owner occupied):	0
# of Dwelling Units:	0
Acres land annexed:	2.3 acres
Developable Acres Remaining:	2.16 acres
Right-of-way in Annexation:	9120 square feet of Broadway
Previous County Zoning:	C-1
Proposed City Zoning:	Requesting C-1; Staff Recommending B-1
Current Land Use:	Vacant
Future Land Use:	Retail/Office
Values:	Assessed: = \$81,860
	Actual: = \$282,270
Address Ranges:	2140 Broadway
Special Districts:	Water: Ute Water
	Sewer: City – PIDB
	Fire: Grand Junction Rural Fire District
	Irrigation/ Drainage: N/A
	School: Mesa Co School District #51
	Pest: Redlands Mosquito Control

Site Location Map

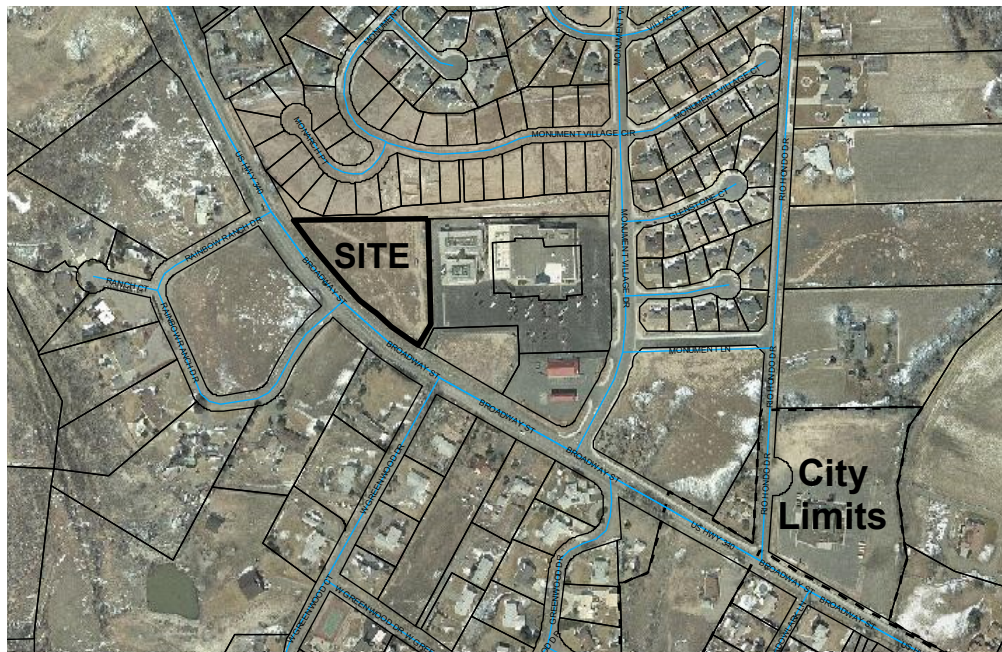
Figure 1

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



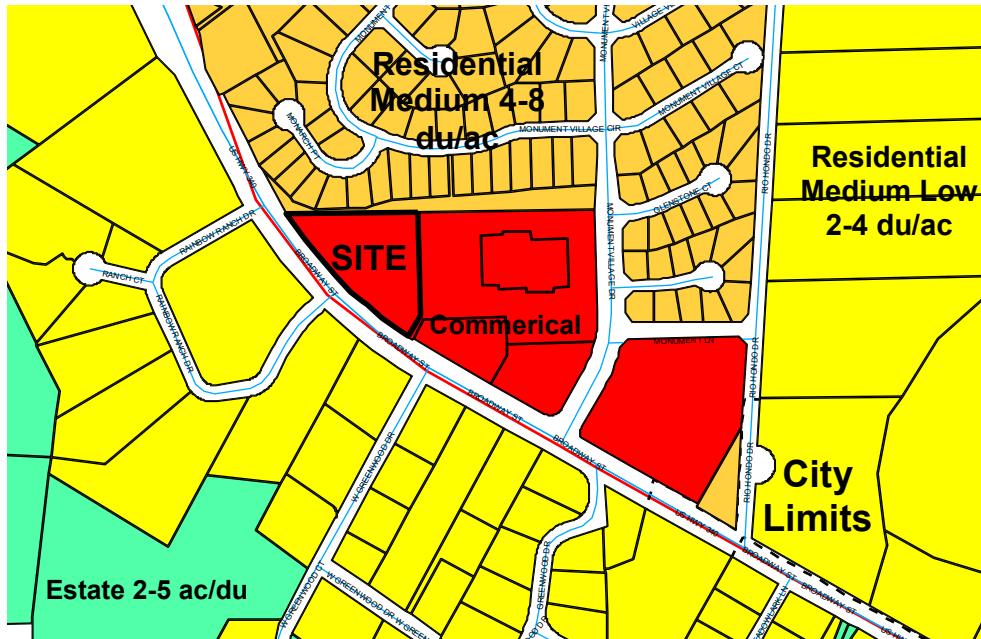
Aerial Photo Map

Figure 2



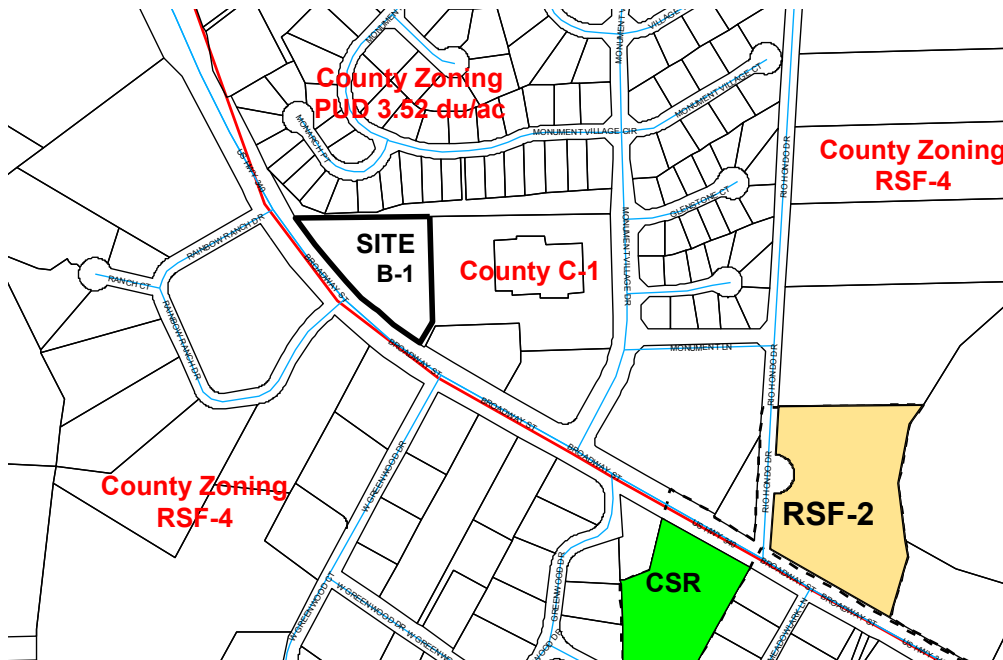
Future Land Use Map

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."

RESOLUTION NO. ____

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

ACE HARDWARE ANNEXATION #1, #2, AND #3

**LOCATED AT 2140 BROADWAY
AND INCLUDING THE HIGHWAY 340 RIGHT-OF-WAY**

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 7th day of September, 2005, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

Ace Hardware Annexation No. 1

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 said Northerly right of way a distance of 143.04 feet to the Northwest corner of Westgate Freewill Baptist Church Annexation No. 1, Ordinance No. 3553, City of Grand Junction and the Point of Beginning; thence S15°18'42"W along the Westerly lines of said Westgate Freewill Baptist Church Annexation No. 1, and Westgate Freewill Baptist Church Annexation No. 2, Ordinance No. 3554, City of Grand Junction, a distance of 93.43 feet to the Southerly right of way of said Highway 340; thence N59°06'26"W along the Southerly right of way of said Highway 340, a distance of 5.19 feet; thence N15°18'42"E along a line being 5.00 feet West of and parallel with the Westerly lines of said Westgate Freewill Baptist Church Annexation Nos. 1 & 2, a distance of 88.24 feet; thence N59°06'26"W along a line being 5.00 feet South of and parallel with the Northerly right of way of said Highway 340 a distance of 180.70 feet; thence N30°53'34"E a distance of 5.00 feet to the Northerly right of way of said Highway 340; thence S59°06'26"E along the Northerly right of way of said Highway 340 a distance of 184.50 feet.

Said parcel contains 0.03 acres (1,367 square feet), more or less, as described.

Ace Hardware Annexation No. 2

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 said Northerly right of way a distance of 148.23 feet; thence S15°18'42"W along a line being 5.00 West of and parallel with the Westerly line of Westgate Freewill Baptist Church Annexation No. 1, Ordinance No. 3553, City of Grand Junction, a distance of 5.19 feet to the Point of Beginning; thence S15°18'42"W along a line being 5.00 feet West of and parallel with the Westerly lines of said Westgate Freewill Baptist Church Annexation No. 1, and Westgate Freewill Baptist Church Annexation No. 2, Ordinance No. 3554, City of Grand Junction, a distance of 88.24 feet to the Southerly right of way of said Highway 340; thence N59°06'26"W along the Southerly right of way of said Highway 340, a distance of 5.19 feet; thence N15°18'42"E along a line being 10.00 feet West of and parallel with the Westerly lines of said Westgate Freewill Baptist Church Annexation Nos. 1 & 2, a distance of 83.05 feet; thence N59°06'26"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 181.91 feet; thence N30°53'34"E a distance of 5.00 feet; thence N59°06'26"W a distance of 221.99 feet; thence N30°53'34"E a distance of 10.23; thence N59°01'55"W 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 N30°58'05"E a distance of 5.00 to the Northerly right of way of said Highway 340; thence S59°01'55"E along the Northerly right of way of said Highway 340 a distance of 313.91 feet; thence S30°53'34"W a distance of 10.24 feet; thence S59°06'26"E a distance of 221.99 feet; thence S30°53'34"W a distance of 5.00 feet; thence S59°06'26"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 180.70 feet to the Point of Beginning.

Said parcel contains 0.03 acres (1,367 square feet), more or less, as described.

Ace Hardware Annexation No. 3

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.

WHEREAS, a hearing on the petition was duly held after proper notice on the 19th day of October, 2005; and

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

in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

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

ADOPTED this ____ day of _____, 2005.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

ACE HARDWARE ANNEXATION #1

APPROXIMATELY 0.03 ACRES

LOCATED WITHIN THE HIGHWAY 340 RIGHT-OF-WAY

WHEREAS, on the 7th day of September, 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 19th day of October, 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:

ACE HARDWARE ANNEXATION #1

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 said Northerly right of way a distance of 143.04 feet to the Northwest corner of Westgate Freewill Baptist Church Annexation No. 1, Ordinance No. 3553, City of Grand Junction and the Point of Beginning; thence S15°18'42"W along

the Westerly lines of said Westgate Freewill Baptist Church Annexation No. 1, and Westgate Freewill Baptist Church Annexation No. 2, Ordinance No. 3554, City of Grand Junction, a distance of 93.43 feet to the Southerly right of way of said Highway 340; thence N59°06'26"W along the Southerly right of way of said Highway 340, a distance of 5.19 feet; thence N15°18'42"E along a line being 5.00 feet West of and parallel with the Westerly lines of said Westgate Freewill Baptist Church Annexation Nos. 1 & 2, a distance of 88.24 feet; thence N59°06'26"W along a line being 5.00 feet South of and parallel with the Northerly right of way of said Highway 340 a distance of 180.70 feet; thence N30°53'34"E a distance of 5.00 feet to the Northerly right of way of said Highway 340; thence S59°06'26"E along the Northerly right of way of said Highway 340 a distance of 184.50 feet.

Said parcel contains 0.03 acres (1,367 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 7th day of September, 2005 and ordered published.

ADOPTED on second reading this ____ day of _____, 2005.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

ACE HARDWARE ANNEXATION #2

APPROXIMATELY 0.03 ACRES

LOCATED WITHIN THE HIGHWAY 340 RIGHT-OF-WAY

WHEREAS, on the 7th day of September, 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 19th day of October, 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:

ACE HARDWARE ANNEXATION #2

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 said Northerly right of way a distance of 148.23 feet; thence S15°18'42"W along a line being 5.00 West of and parallel with the Westerly line of Westgate Freewill Baptist Church Annexation No. 1, Ordinance No. 3553, City of Grand

Junction, a distance of 5.19 feet to the Point of Beginning; thence S15°18'42"W along a line being 5.00 feet West of and parallel with the Westerly lines of said Westgate Freewill Baptist Church Annexation No. 1, and Westgate Freewill Baptist Church Annexation No. 2, Ordinance No. 3554, City of Grand Junction, a distance of 88.24 feet to the Southerly right of way of said Highway 340; thence N59°06'26"W along the Southerly right of way of said Highway 340, a distance of 5.19 feet; thence N15°18'42"E along a line being 10.00 feet West of and parallel with the Westerly lines of said Westgate Freewill Baptist Church Annexation Nos. 1 & 2, a distance of 83.05 feet; thence N59°06'26"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 181.91 feet; thence N30°53'34"E a distance of 5.00 feet; thence N59°06'26"W a distance of 221.99 feet; thence N30°53'34"E a distance of 10.23; thence N59°01'55"W 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 N30°58'05"E a distance of 5.00 to the Northerly right of way of said Highway 340; thence S59°01'55"E along the Northerly right of way of said Highway 340 a distance of 313.91 feet; thence S30°53'34"W a distance of 10.24 feet; thence S59°06'26"E a distance of 221.99 feet; thence S30°53'34"W a distance of 5.00 feet; thence S59°06'26"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 180.70 feet to the Point of Beginning.

Said parcel contains 0.03 acres (1,367 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 7th day of September, 2005 and ordered published.

ADOPTED on second reading this ____ day of _____, 2005.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

ACE HARDWARE ANNEXATION #3

APPROXIMATELY 2.24 ACRES

**LOCATED AT 2140 BROADWAY AND INCLUDING A PORTION OF THE HIGHWAY
340 RIGHT-OF-WAY**

WHEREAS, on the 7th day of September, 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 19th day of October, 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:

ACE HARDWARE ANNEXATION #3

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.

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

INTRODUCED on first reading on the 7th day of September, 2005 and ordered published.

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

Attest:

President of the Council

City Clerk

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 5th day of October, 2005 and ordered published.

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

Mayor

ATTEST:

City Clerk

Attach 15
Public Hearing – Abeyta-Weaver Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	A hearing for the Abeyta - Weaver Annexation located at the 3037 D ½ Road and 432 30 ¼ Road					
Meeting Date	October 19, 2005					
Date Prepared	October 13, 2005				File #GPA-2005-188	
Author	Senta L. Costello		Associate Planner			
Presenter Name	Senta L. Costello		Associate Planner			
Report results back to Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When	
Citizen Presentation		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent
					<input checked="" type="checkbox"/>	Individual Consideration

Summary: Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Abeyta-Weaver Annexation, located at 3037 D ½ Road and 432 30 ¼ Road. The 12.82 acre Abeyta-Weaver Annexation consists of 2 parcels.

Budget: N/A

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

Background Information: See attached Staff Report/Background Information

Attachments:

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

STAFF REPORT / BACKGROUND INFORMATION			
Location:		3037 D ½ Road and 432 30 ¼ Road	
Applicants:		Owner / Applicant: Mesa Co School Dist #51 – Dave Detweiler	
Existing Land Use:		2 – single family residences / Agricultural	
Proposed Land Use:		2 – single family residences and a new school	
Surrounding Land Use:	North	Single Family Residential	
	South	Single Family Residential / Agricultural	
	East	Single Family Residential / Agricultural	
	West	Single Family Residential / Agricultural	
Existing Zoning:		PUD	
Proposed Zoning:		RMF-5 and CSR	
Surrounding Zoning:	North	County RSF-R	
	South	County PUD – 5.21 du/ac	
	East	County PUD – undeveloped	
	West	County PUD – 3.61 du/ac / PUD – undeveloped; City – RMF-8	
Growth Plan Designation:		Residential Medium 4-8; and GPA request for Public	
Zoning within density range?	X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of 12.82 acres of land, is comprised of 2 parcels, and is a 2 part serial annexation. The property owners have requested annexation into the City as the result of a request to subdivide in the County. Under the 1998 Persigo Agreement all subdivisions require annexation and processing in the City.

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

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

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

The following annexation and zoning schedule is being proposed.

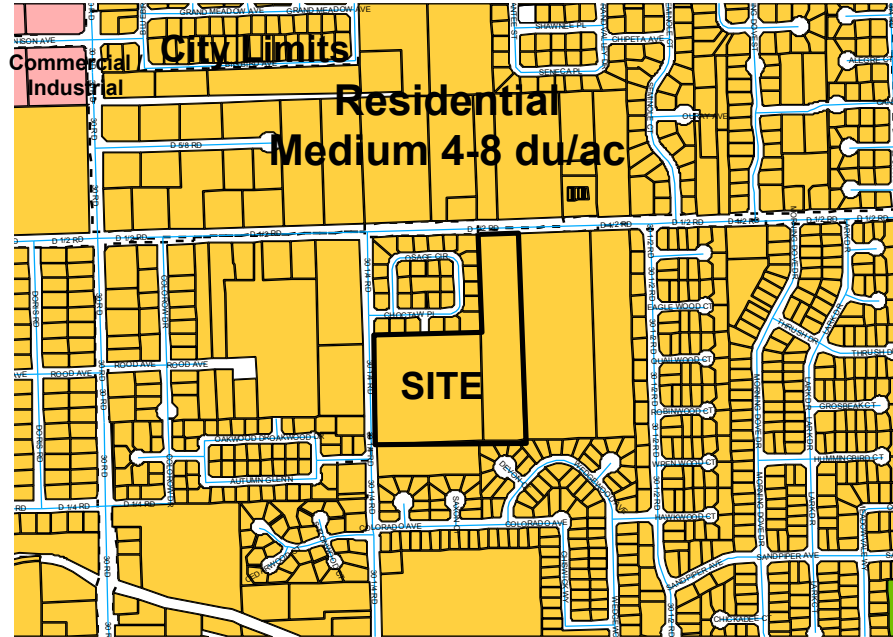
<i>ANNEXATION SCHEDULE</i>	
September 7, 2005	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
To be scheduled after GPA	Planning Commission considers Zone of Annexation
To be scheduled after GPA	Introduction Of A Proposed Ordinance on Zoning by City Council
October 19 2005	Acceptance of Petition and Public Hearing on Annexation by City Council
November 20, 2005	Effective date of Annexation

ABEYTA - WEAVER ANNEXATION SUMMARY

File Number:	GPA-2005-188	
Location:	3037 D ½ Road and 432 30 ¼ Road	
Tax ID Number:	2943-163-00-211; 2943-163-00-061	
Parcels:	2	
Estimated Population:	5	
# of Parcels (owner occupied):	1	
# of Dwelling Units:	2	
Acres land annexed:	12.82 acres	
Developable Acres Remaining:	10.0 acres +/-	
Right-of-way in Annexation:	52,250 s.f. of 30 ¼ Road and D ½ Road	
Previous County Zoning:	PUD	
Proposed City Zoning:	RMF-5 and CSR	
Current Land Use:	Single Family Residential / Agricultural	
Future Land Use:	Single Family Residential / New School	
Values:	Assessed:	= \$31,500
	Actual:	= \$395,850
Address Ranges:	3037 D ½ Rd; 432 – 446 30 ¼ Rd (even only)	
Special Districts:	Water:	Clifton Water
	Sewer:	Central Grand Valley Sanitation
	Fire:	Clifton Fire District
	Irrigation/Drainage:	Grand Valley Irrigation/Grand Junction Drainage
	School:	Mesa Co School District #51
	Pest:	Upper Grand Valley Pest

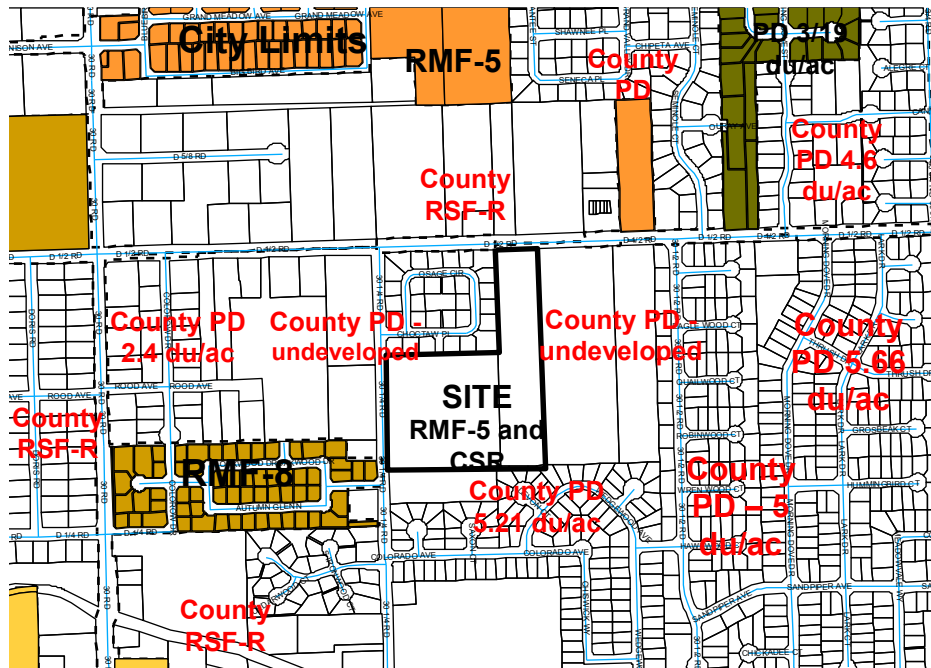
Future Land Use Map

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."

RESOLUTION NO. ____

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

ABEYTA - WEAVER ANNEXATION #1 AND #2

LOCATED AT 3037 D ½ ROAD AND 432 30 ¼ ROAD

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 7th day of September, 2005, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

Abetya/Weaver Annexation No. 1

A certain parcel of land located in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 16, 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 NE 1/4 SW 1/4 of said Section 16 and assuming the North line of the NE 1/4 SW 1/4 of said Section 16 to bear N89°54'18"E with all bearings contained herein relative thereto; thence N89°54'18"E along the North line of said NE 1/4 SW 1/4 of said Section 16 a distance of 563.75 feet; thence S00°05'42"E a distance of 1.00 foot to the Point of Beginning; thence N89°54'18"E along a line being 1.00 foot South of and parallel with the North line of the NE 1/4 SW 1/4 of said Section 16 a distance of 206.25 feet; thence S00°02'15"W a distance of 412.00 feet; thence N89°57'45"W a distance of 5.00 feet; thence N00°02'15"E a distance of 407.00 feet; thence S89°54'18"W along a line being 6.00 feet South of and parallel with the North line of the NE 1/4 SW 1/4 of said Section 16 a distance of 201.24 feet; thence N00°05'42"W a distance of 5.00 feet to the Point of Beginning.

Said parcel contains 0.07 acres (3,066 square feet), more or less, as described.

Abetya/Weaver Annexation No. 2

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

Beginning at the Northwest corner of the NE 1/4 SW 1/4 of said Section 16 and assuming the North line of the NE 1/4 SW 1/4 of said Section 16 to bear N89°54'18"E with all bearings contained herein relative thereto; thence S00°02'15"W along the East line of the NW 1/4 SW 1/4 of said Section 16 a distance of 33.00 feet; thence N89°54'18"E a distance of 52.97 feet; thence 31.37 feet along the arc of a 20.00 foot radius curve, concave Southeast, having a central angle of 89°52'12", a chord bearing S44°58'12"W a distance of 28.25 feet to a point of the Easterly right of way of 30 1/4 Road per Book 767, Page 175 public records of Mesa County, Colorado; thence S00°02'45"W along the Easterly right of way of said 30 1/4 Road a distance of 462.05 feet to the Southwest corner of Lot 1, Block One, Cherokee Village West, recorded in Plat Book 13, Pages 193 and 194, Mesa County, Colorado records; thence N89°54'19"E along the Southerly line of said Cherokee Village West a distance of 530.75 feet to the Southeast corner of Lot 15, Block Two, of said Cherokee Village West; thence N00°02'20"E along the Easterly line of said Cherokee Village West a distance of 509.00 feet; thence N89°54'18"E along a line being 6.00 feet South of and parallel with the NE 1/4 SW 1/4 of said Section 16 a distance of 201.24 feet; thence S00°02'15"W a distance of 407.00 feet; thence S89°57'45"E a distance of 5.00 feet; thence S00°02'15"W a distance of 643.00 feet to a point on the Northerly line of Lot 15, Block No. 2, Wedgewood Park Subdivision Filing No. 3, as recorded in Plat Book 13, Page 36, Mesa County, Colorado records; thence S89°54'19"W along the Northerly line of Said Wedgewood Park Subdivision projected Westerly a distance of 770.00 feet to the East line of the NW 1/4 SW 1/4 of said Section 16; thence N00°02'15"E along the East line of the NW 1/4 SW 1/4 of said Section 16 a distance of 54.89 feet; thence S89°56'21"W a distance of 20.00 feet to the Westerly right of way of said 30 1/4 Road; thence N00°02'15"E along the Westerly right of way of said 30 1/4 Road a distance of 1001.11 feet to the North line of NW 1/4 SW 1/4 of said Section 16; thence N89°56'21"E along the North line of the NW 1/4 SW 1/4 of said Section 16 a distance of 20.00 feet to the Point of Beginning.

Said parcel contains 12.75 acres (555,532 square feet), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 19th day of October, 2005; and

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

in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

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

ADOPTED this ____ day of _____, 2005.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

ABEYTA-WEAVER ANNEXATION #1

APPROXIMATELY 0.07 ACRES

LOCATED AT 3037 D ½ ROAD

WHEREAS, on the 7th day of September, 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 19th day of October, 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:

ABEYTA-WEAVER ANNEXATION #2

A certain parcel of land located in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 16, 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 NE 1/4 SW 1/4 of said Section 16 and assuming the North line of the NE 1/4 SW 1/4 of said Section 16 to bear N89°54'18"E with all bearings contained herein relative thereto; thence N89°54'18"E along the North line of said NE 1/4 SW 1/4 of said Section 16 a distance of 563.75 feet; thence S00°05'42"E a distance of 1.00 foot to the Point of Beginning; thence N89°54'18"E along a line being 1.00 foot South of and parallel with the North line of the NE 1/4 SW

1/4 of said Section 16 a distance of 206.25 feet; thence S00°02'15"W a distance of 412.00 feet; thence N89°57'45"W a distance of 5.00 feet; thence N00°02'15"E a distance of 407.00 feet; thence S89°54'18"W along a line being 6.00 feet South of and parallel with the North line of the NE 1/4 SW 1/4 of said Section 16 a distance of 201.24 feet; thence N00°05'42"W a distance of 5.00 feet to the Point of Beginning.

Said parcel contains 0.07 acres (3,066 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 7th day of September, 2005 and ordered published.

ADOPTED on second reading this ____ day of _____, 2005.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

ABEYTA-WEAVER ANNEXATION #2

APPROXIMATELY 12.75 ACRES

LOCATED AT 3037 D 1/2 ROAD AND 432 30 1/4 ROAD

WHEREAS, on the 7th day of September, 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 19th day of October, 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:

ABEYTA-WEAVER ANNEXATION #2

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

Beginning at the Northwest corner of the NE 1/4 SW 1/4 of said Section 16 and assuming the North line of the NE 1/4 SW 1/4 of said Section 16 to bear N89°54'18"E with all bearings contained herein relative thereto; thence S00°02'15"W along the East line of the NW 1/4 SW 1/4 of said Section 16 a distance of 33.00 feet; thence N89°54'18"E a distance of 52.97 feet; thence 31.37 feet along the arc of a 20.00 foot radius curve, concave Southeast, having a central angle of 89°52'12", a chord bearing

S44°58'12"W a distance of 28.25 feet to a point of the Easterly right of way of 30 1/4 Road per Book 767, Page 175 public records of Mesa County, Colorado; thence S00°02'45"W along the Easterly right of way of said 30 1/4 Road a distance of 462.05 feet to the Southwest corner of Lot 1, Block One, Cherokee Village West, recorded in Plat Book 13, Pages 193 and 194, Mesa County, Colorado records; thence N89°54'19"E along the Southerly line of said Cherokee Village West a distance of 530.75 feet to the Southeast corner of Lot 15, Block Two, of said Cherokee Village West; thence N00°02'20"E along the Easterly line of said Cherokee Village West a distance of 509.00 feet; thence N89°54'18"E along a line being 6.00 feet South of and parallel with the NE 1/4 SW 1/4 of said Section 16 a distance of 201.24 feet; thence S00°02'15"W a distance of 407.00 feet; thence S89°57'45"E a distance of 5.00 feet; thence S00°02'15"W a distance of 643.00 feet to a point on the Northerly line of Lot 15, Block No. 2, Wedgewood Park Subdivision Filing No. 3, as recorded in Plat Book 13, Page 36, Mesa County, Colorado records; thence S89°54'19"W along the Northerly line of Said Wedgewood Park Subdivision projected Westerly a distance of 770.00 feet to the East line of the NW 1/4 SW 1/4 of said Section 16; thence N00°02'15"E along the East line of the NW 1/4 SW 1/4 of said Section 16 a distance of 54.89 feet; thence S89°56'21"W a distance of 20.00 feet to the Westerly right of way of said 30 1/4 Road; thence N00°02'15"E along the Westerly right of way of said 30 1/4 Road a distance of 1001.11 feet to the North line of NW 1/4 SW 1/4 of said Section 16; thence N89°56'21"E along the North line of the NW 1/4 SW 1/4 of said Section 16 a distance of 20.00 feet to the Point of Beginning.

Said parcel contains 12.75 acres (555,532 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 7th day of September, 2005 and ordered published.

ADOPTED on second reading this ____ day of _____, 2005.

Attest:

President of the Council

City Clerk

Attach 16

Disposal of City Owned Real Estate

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject		Disposal Of City Owned Real Estate				
Meeting Date		19 October 2005				
Date Prepared		11 October 2005				
Author		David Varley		Assistant City Manager		
Presenter Name		Mark Relph		Public Works/Utilities Director		
Report results back to Council		X	No		Yes	When
Citizen Presentation			Yes	X	No	Name
	Workshop	X	Formal Agenda			Consent
						X Individual Consideration

Summary: This action will permit the City to dispose of three pieces of excess City property as previously discussed at City Council workshops.

Budget: Two of the properties will be conveyed free of charge to non-profit groups and one property will be sold for \$1,500. This amount was set to cover the administrative costs to convey the property.

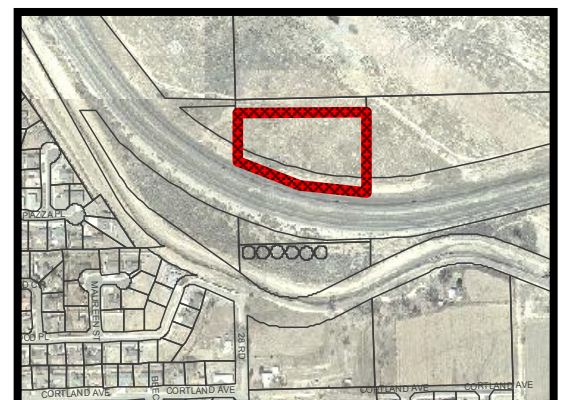
Action Requested/Recommendation: Request authorization for the City Manager to execute three special warranty deeds for the identified properties.

Attachments:

Background Information: City Council has been reviewing the real property owned by the City of Grand Junction. Council's first priority has been to review parcels that are no longer needed or used by the City and can be conveyed to another owner. City Council has met several times to discuss individual pieces of property. At each of these meetings Council has given staff direction on certain parcels. The three parcels covered in this report are not used by the City and Council has directed that they be conveyed to specific owners. The three parcels to be conveyed at this time include the following: (Please note that the listed parcel number and map location refer to the master list of City property.)

FIRST PARCEL:

No. 115: 4.466 acres North of I-70 at G Road extended. Map location F4-281.

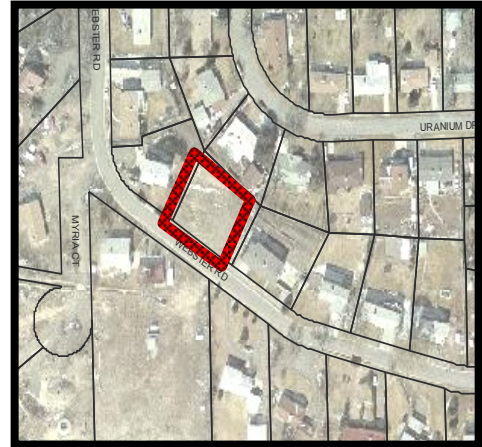


City Council discussed this parcel at two separate workshops and agreed that this property should be offered to the Airport free of charge. The Airport Authority discussed this at their meeting of 20 September 2005 and agreed to accept this parcel. The parcel will be conveyed to the Airport Authority using a Special Warranty Deed.

SECOND PARCEL:

No. 1: 0.30 acres on Webster Road. Map location A4-272.

City Council discussed this parcel at two separate workshops and agreed that this property should be offered at no charge to Habitat for Humanity for their use. Habitat for Humanity would like to receive this parcel and it will be conveyed to them using a Special Warranty Deed.



THIRD PARCEL:

No. 106: Unbuildable 0.551 acre site south-east of Tract No. 113 (Hutto Subdivision Lagoons)

This tract is completely surrounded by property owned by Mr. Michael Queally.

All of Mr. Queally's surrounding property slopes steeply to the river and has very limited access. The best use is to continue as a buffer to adjoining properties. This could be done either under City ownership or by transferring it to Mr. Queally.

Because of its location and steep slopes, the City Real Estate Manager gives the tract no monetary value. City Council discussed this at their workshop in May 2005 and decided to deed this property to Mr. Queally for \$1,500 (to cover all administrative costs) and require that it be platted with the surrounding property to consolidate this into one larger parcel. This parcel will be conveyed to Mr. Queally using a Special Warranty Deed.



Attach 17

**Public Hearing – Assessments for Alley Improvement Districts 2005
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Assessing Ordinance for Alley Improvement Districts No. ST-05 and ST-05 Phase B					
Meeting Date	October 19, 2005					
Date Prepared	October 12, 2005				File #	
Author	Michael Grizenko		Real Estate Technician			
Presenter Name	Mark Relph		Public Works & Utilities Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation	X	Yes		No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: Improvements to the following alleys have been completed as petitioned by a majority of the property owners to be assessed:

- East/West Alley from 1st to 2nd, between Ouray Avenue and Chipeta Avenue
- East/West Alley from 9th to 10th, between Rood Avenue and White Avenue
- East/West Alley from 9th to 10th, between Ouray Avenue and Chipeta Avenue
- East/West Alley from 11th to 12th, between Teller Avenue and Belford Avenue
- North/South Alley from 18th to 19th, between Ouray Avenue and Chipeta Avenue
- North/South Alley from 18th to 19th, between Chipeta Avenue and Gunnison Avenue
- North/South Alley from 23rd to 24th, between Ouray Avenue and Gunnison Avenue
- The South 1/2 of the North/South Alley, 6th St to 7th St, between Grand Avenue and Ouray Avenue (Alley Improvement District ST-05, Phase B)

Budget:

2005 Alley Budget	\$360,000
Actual Cost to construct 2005 Alleys	\$347,392
Estimated Balance	\$ 12,608

Action Requested/Recommendation: Conduct a Public Hearing and adopt proposed Assessing Ordinance on second Reading for Alley Improvement Districts ST-05 and ST-05 Phase B.

Attachments: 1) Summary Sheets, 2) Maps, 3) Ordinance

Background Information: People's Ordinance No. 33 gives the City Council authority to create improvement districts and levy assessments when requested by a majority of the property owners to be assessed. These alleys were petitioned for reconstruction by more than 50% of the property owners. The proposed assessments are based on the rates stated in the petition, as follows: \$8 per abutting foot for residential single-family properties, \$15 per abutting foot for residential multi-family properties, and \$31.50 per abutting foot for non-residential uses.

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

1. √ City Council passes a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.
2. √ Council conducts a public hearing and passes a Resolution creating the Improvement District.
3. √ Council awards the construction contract.
4. √ Construction.
5. √ After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the Improvement District.
6. √ Council passes a Resolution approving and accepting the improvements and gives notice of a public hearing concerning a proposed Assessing Ordinance.
7. √ Council conducts the first reading of the proposed Assessing Ordinance.
8. ► Council conducts a public hearing and second reading of the proposed Assessing Ordinance.
9. The adopted Ordinance is published for three consecutive days.
10. The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at anytime during the ten-year period.

The published assessable costs include a one-time charge of 6% for costs of collection and other incidentals. This fee will be deducted for assessments paid in full by November 21, 2005. Assessments not paid in full will be turned over to the Mesa County Treasurer for collection under a 10-year amortization schedule with simple interest at the rate of 8% accruing against the declining balance.

SUMMARY SHEET

ALLEY IMPROVEMENT DISTRICT 1ST STREET TO 2ND STREET OURAY AVE TO CHIPETA AVE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Ronald & Mary Eisenman	50	31.50	\$1,575.00
• Ted Munkres	50	31.50	\$1,575.00
• Christeen Fredericks	31.25	8.00	\$250.00
• Marlene Tucker	31.25	8.00	\$250.00
• Richard Jones	50	15.00	\$750.00
• Richard Jones	37.5	15.00	\$562.50
Evangelina Balerio Estate c/o Esther Lujan	50	8.00	\$400.00
• Michael Drissel & Steven Hagedorn	50	31.50	\$1,575.00
• Stephen & Kellie Gearhart	46	31.50	\$1,449.00
Mark Gamble	54	31.50	\$1,701.00
Terry Coutee	50	31.50	\$1,575.00
Theresa Arnold	<u>100</u>	15.00	<u>\$1,500.00</u>
TOTAL ASSESSABLE FOOTAGE	600		\$13,162.50

Estimated Cost to Construct	\$ 31,350.00
Absolute Cost to Owners	<u>\$ 13,162.50</u>
Estimated Cost to City	\$ 18,187.50

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

- Indicates owners who signed in favor of improvements 8/12 or 67% and 58% of assessable footage.

SUMMARY SHEET

ALLEY IMPROVEMENT DISTRICT 9th STREET TO 10th STREET ROOD AVENUE TO WHITE AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Debra Jacobson	50	15.00	\$750.00
• Cynthia & Nels Werner	50	8.00	\$400.00
• Judith Vanderleest	50	8.00	\$400.00
• Lisa Loerzel	50	8.00	\$400.00
• Douglas & Gaynell Colaric	50	8.00	\$400.00
• Ralph W. Berryman	50	8.00	\$400.00
• 951 White LLC	50	15.00	\$750.00
• Steven O'Donnell, et al	50	15.00	\$750.00
• Robert Tracy	50	8.00	\$400.00
• Robert Tracy	50	15.00	\$750.00
• Robert Tracy	50	8.00	\$400.00
Michael & Irma Adcock	50	8.00	\$400.00
• Betsy Black	50	15.00	\$750.00
• Dennis Svaldi	50	8.00	\$400.00
• Robert O. Martinez	50	8.00	\$400.00
• Nicole & Stephen Clarke	<u>50</u>	8.00	<u>\$400.00</u>
TOTAL ASSESSABLE FOOTAGE	800		\$8,150.00

Estimated Cost to Construct	\$ 41,800.00
Absolute Cost to Owners	<u>\$ 8,150.00</u>
Estimated Cost to City	\$ 33,650.00

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

- Indicates owners in favor of improvements = 15/16 or 94% and 94% of the assessable footage.

SUMMARY SHEET

ALLEY IMPROVEMENT DISTRICT 9th STREET TO 10th STREET OURAY AVE TO CHIPETA AVE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Timothy Palmquist	50	8.00	\$400.00
• Melba Youker	50	8.00	\$400.00
H Allan Amos	50	8.00	\$400.00
• Dane Meisenheimer	50	8.00	\$400.00
• Marvin & Eleanore Walworth	50	8.00	\$400.00
Terry & Sandra McGovern	50	8.00	\$400.00
Ami Purser, and George & Linda Turner	50	8.00	\$400.00
• Tonya & Darren Cook	50	8.00	\$400.00
• Wayne & Katherine Petefish	50	15.00	\$750.00
• Denise & Mark McKenney	50	8.00	\$400.00
• Cheryl DeGaia	50	8.00	\$400.00
• David & Cynthia Dennison-Jones	50	8.00	\$400.00
• Frank & Teresa Coons	50	8.00	\$400.00
Vinje Lawson	50	8.00	\$400.00
• Charles & Colleen Meyer	50	8.00	\$400.00
• Karl & Jan Antwine	<u>50</u>	<u>15.00</u>	<u>\$750.00</u>
TOTAL ASSESSABLE FOOTAGE	800		\$7,100.00

Estimated Cost to Construct	\$ 41,800.00
Absolute Cost to Owners	<u>\$ 7,100.00</u>
Estimated Cost to City	\$ 34,700.00

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

- Indicates owners signing in favor of improvements = 12/16 or 75% and 75% of the assessable footage.

SUMMARY SHEET

ALLEY IMPROVEMENT DISTRICT 11TH STREET TO 12TH STREET TELLER AVE TO BELFORD AVE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Ted D Munkres	50	8.00	\$400.00
• Mary Jo Good	50	8.00	\$400.00
• Hensley Homes LLC**	50	15.00	\$750.00
Fast Lion LLP	100	15.00	\$1,500.00
• William & Janet Pomrenke	128.6	15.00	\$1,929.00
West Pearson LLC	393.2	15.00	\$5,898.00
• Michael & Deanna Hines	60	15.00	\$900.00
• Stephen Good	<u>75</u>	8.00	<u>\$600.00</u>
TOTAL ASSESSABLE FOOTAGE	906.8		\$12,377.00

Estimated Cost to Construct	\$ 46,550.00
Absolute Cost to Owners	<u>\$ 12,377.00</u>
Estimated Cost to City	\$ 34,173.00

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

- Indicates owners signing in favor of improvements 6/8 or 75% and 44% of the assessable footage.

** Indicates POA for alley improvements exists for this property (Book 3677 Pg 981, Mesa County records) and is invoked by this petition.

SUMMARY SHEET

ALLEY IMPROVEMENT DISTRICT 18th STREET TO 19th STREET OURAY AVE TO CHIPETA AVE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• Michael & Susan Bowser	50	8.00	\$400.00
• Molly Shores	50	8.00	\$400.00
• Karen Menzies	50	8.00	\$400.00
• Matthew & Crystal Vagts	50	8.00	\$400.00
• Ulrike Metzner	50	8.00	\$400.00
Lois Renfrow	50	8.00	\$400.00
• Larry & Sharon Vaughn	62.5	8.00	\$500.00
• KG & MM McConnell	50	8.00	\$400.00
• Lawrence & Ruthmary Allison	62.5	8.00	\$500.00
• Thomas Church	50	8.00	\$400.00
• Clara Nelson	<u>75</u>	8.00	<u>\$600.00</u>
TOTAL ASSESSABLE FOOTAGE	600		\$4,800.00

Estimated Cost to Construct	\$ 30,400.00
Absolute Cost to Owners	<u>\$ 4,800.00</u>
Estimated Cost to City	\$ 25,600.00

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

- Indicates owners signing in favor of improvements are 10/11 or 91 % and 92% of the assessable footage.

SUMMARY SHEET

ALLEY IMPROVEMENT DISTRICT 18th STREET TO 19th STREET CHIPETA AVE TO GUNNISON AVE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
Lynn Swanson & James McNew**	60.41	8.00	\$483.28
Ronald & Shari Slade**	40	8.00	\$320.00
Donald & Beverly Aust**	40	8.00	\$320.00
Irvin & Joyce Effinger**	40	8.00	\$320.00
• HEH Investments LLC**	40	8.00	\$320.00
• Andrew & Mary Raggio**	40	8.00	\$320.00
• Steven & Sonja Cook**	60.40	8.00	\$483.20
• Carl & Betty Wahlberg	70	15.00	\$1,050.00
• Doris Greenwood	92.5	15.00	\$1,387.50
• James Rankin & Family Limited Partnership	92.5	15.00	\$1,387.50
• Kenneth Wilson	<u>70</u>	15.00	<u>\$1,050.00</u>
TOTAL ASSESSABLE FOOTAGE	645.81		\$7,441.48

Estimated Cost to Construct	\$ 32,300.00
Absolute Cost to Owners	<u>\$ 7,441.48</u>
Estimated Cost to City	\$ 24,858.52

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

- Indicates owners signing in favor of improvements = 7/11 or 64% and 72% of the assessable footage.

** Indicates POA for alley improvements exists for these properties (Book 2112 Pg 196, Mesa County records) and is invoked by the petition process. The City Clerk is authorized to sign for those properties which have not already done so (5 total).

SUMMARY SHEET

ALLEY IMPROVEMENT DISTRICT 23rd STREET TO 24th STREET OURAY AVENUE TO GUNNISON AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
• David D. Parker, Jr.	63	8.00	\$504.00
• Michael Whittington	63	8.00	\$504.00
• Donald Saddoris	63	8.00	\$504.00
• Terry Catlin	63	8.00	\$504.00
• Alfredo Magallon & Veronica Diego Moreno	63	8.00	\$504.00
Chad & Danielle Daniel	63	8.00	\$504.00
• Gilbert Mata	63	8.00	\$504.00
• Robert & Judy Silbernagel	63	8.00	\$504.00
• Leslie & Marilyn Freeouf, Trustees	63	8.00	\$504.00
• Kenneth & Cary Perino	63	8.00	\$504.00
Stancyn Enterprises, LLLP	63	8.00	\$504.00
Joe Higginbotham	63	8.00	\$504.00
Mathew Enriquez	63	8.00	\$504.00
• Lori Ann Morgan	63	8.00	\$504.00
• Marvin & Eleanore Walworth	63	8.00	\$504.00
Joaquin Guerra & Rosa Hernandez	63	8.00	\$504.00
Donald Ciriacks	62.25	8.00	\$498.00
Susan Britton	62.25	8.00	\$498.00
TOTAL ASSESSABLE FOOTAGE	1,132.50		\$9,060.00

Estimated Cost to Construct	\$ 56,050.00
Absolute Cost to Owners	<u>\$ 9,060.00</u>
Estimated Cost to City	\$ 46,990.00

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

- Indicates owners signing in favor of improvements are 11/18 or 61% and 61% of the assessable footage.

SUMMARY SHEET

ALLEY IMPROVEMENT DISTRICT 6TH STREET TO 7TH STREET GRAND AVENUE TO OURAY AVENUE

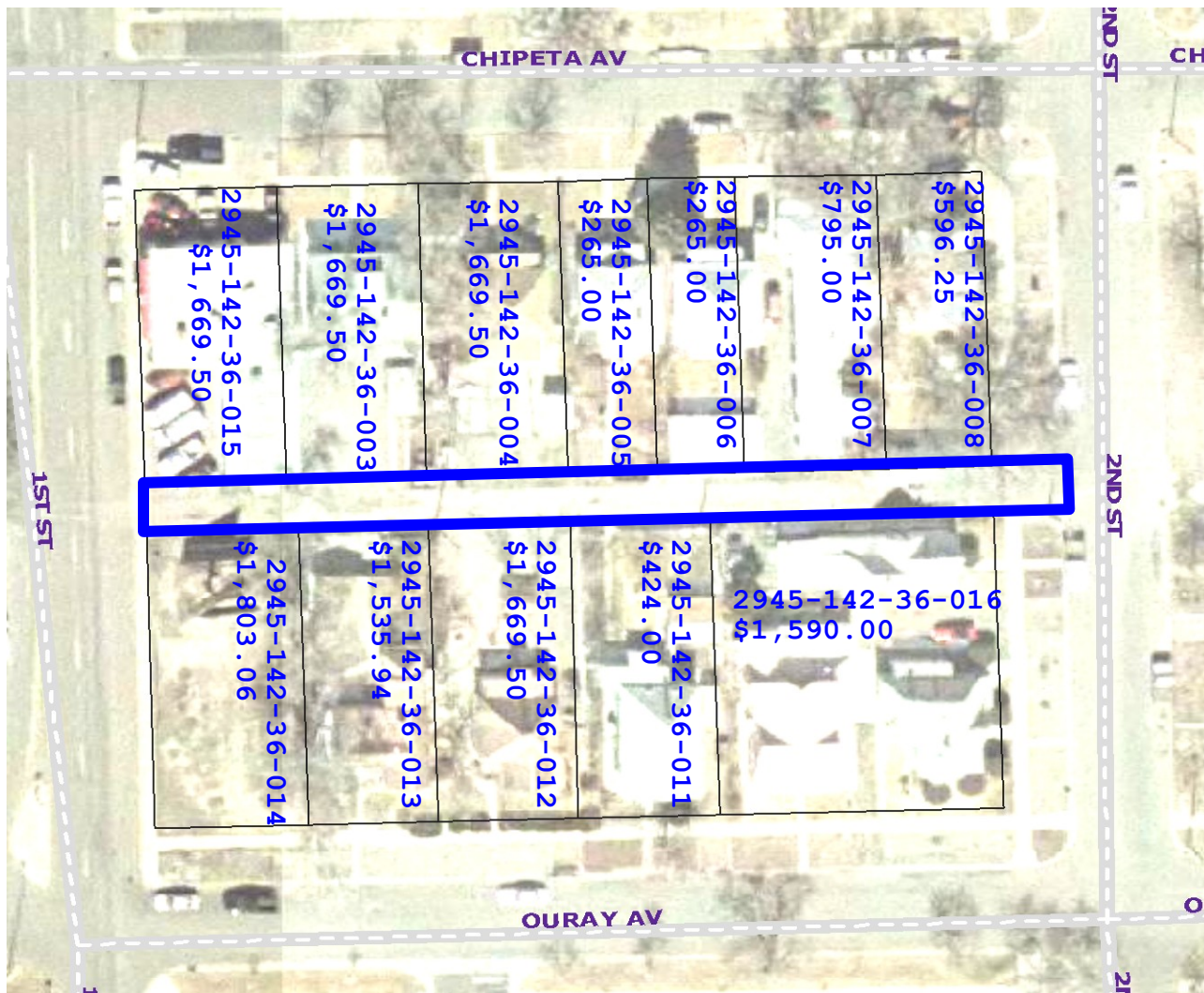
OWNERS	FOOTAGE	COST/FOOT	ASSESSMENT
• John & Irene Crouch	75	\$8.00	\$600.00
• Kevin Kennedy & Elizabeth Clark	<u>125</u>	\$31.50	<u>\$3,937.50</u>
TOTAL ASSESSABLE FOOTAGE	200		\$4,537.50

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

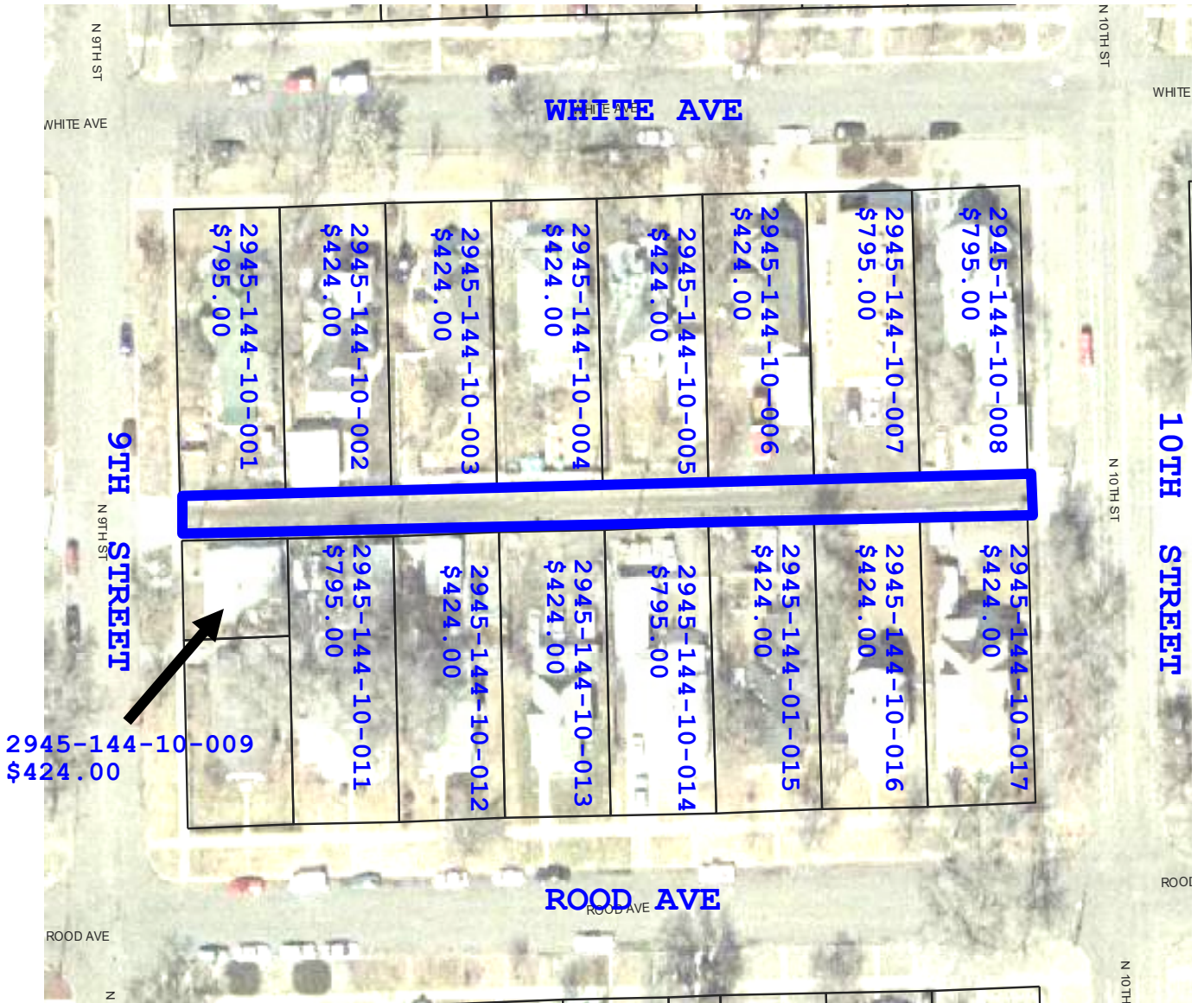
Assessments may be paid in full upon completion of project or may be paid over a ten-year period, in which event, a one-time charge of 6% will be added to the principal balance to which simple interest will accrue at the rate of 8% per annum on the declining balance.

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

ALLEY IMPROVEMENT DISTRICT 1ST STREET TO 2ND STREET OURAY AVE TO CHIPETA AVE



ALLEY IMPROVEMENT DISTRICT 9TH STREET TO 10TH STREET ROOD AVENUE TO WHITE AVENUE

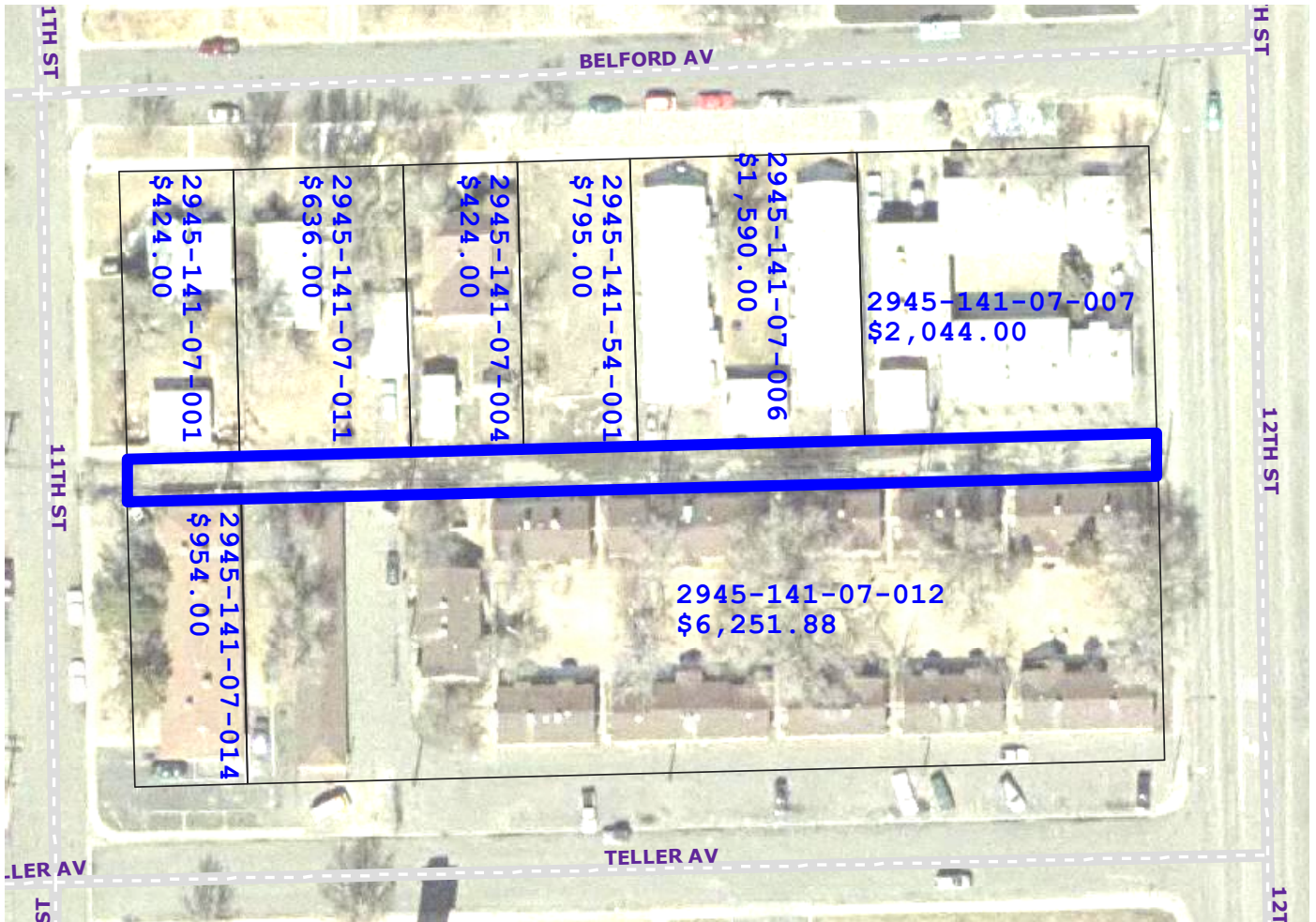


**ALLEY IMPROVEMENT DISTRICT
9TH STREET TO 10TH STREET
OURAY AVENUE TO CHIPETA AVENUE**

The image shows an aerial view of a residential block bounded by 9th St, 10th St, Ouray Av, and Chipeta Av. Each lot is labeled with a parcel number and a value. A blue box highlights the lot with parcel number 2945-141-33-011.

Parcel Number	Value
2945-141-33-008	\$4224.00
2945-141-33-007	\$4224.00
2945-141-33-006	\$4224.00
2945-141-33-005	\$4224.00
2945-141-33-004	\$4224.00
2945-141-33-003	\$4224.00
2945-141-33-002	\$4224.00
2945-141-33-001	\$4224.00
2945-141-33-016	\$795.00
2945-141-33-015	\$4224.00
2945-141-33-014	\$4224.00
2945-141-33-013	\$4224.00
2945-141-33-012	\$4224.00
2945-141-33-011	\$4224.00
2945-141-33-010	\$4224.00
2945-141-33-009	\$795.00

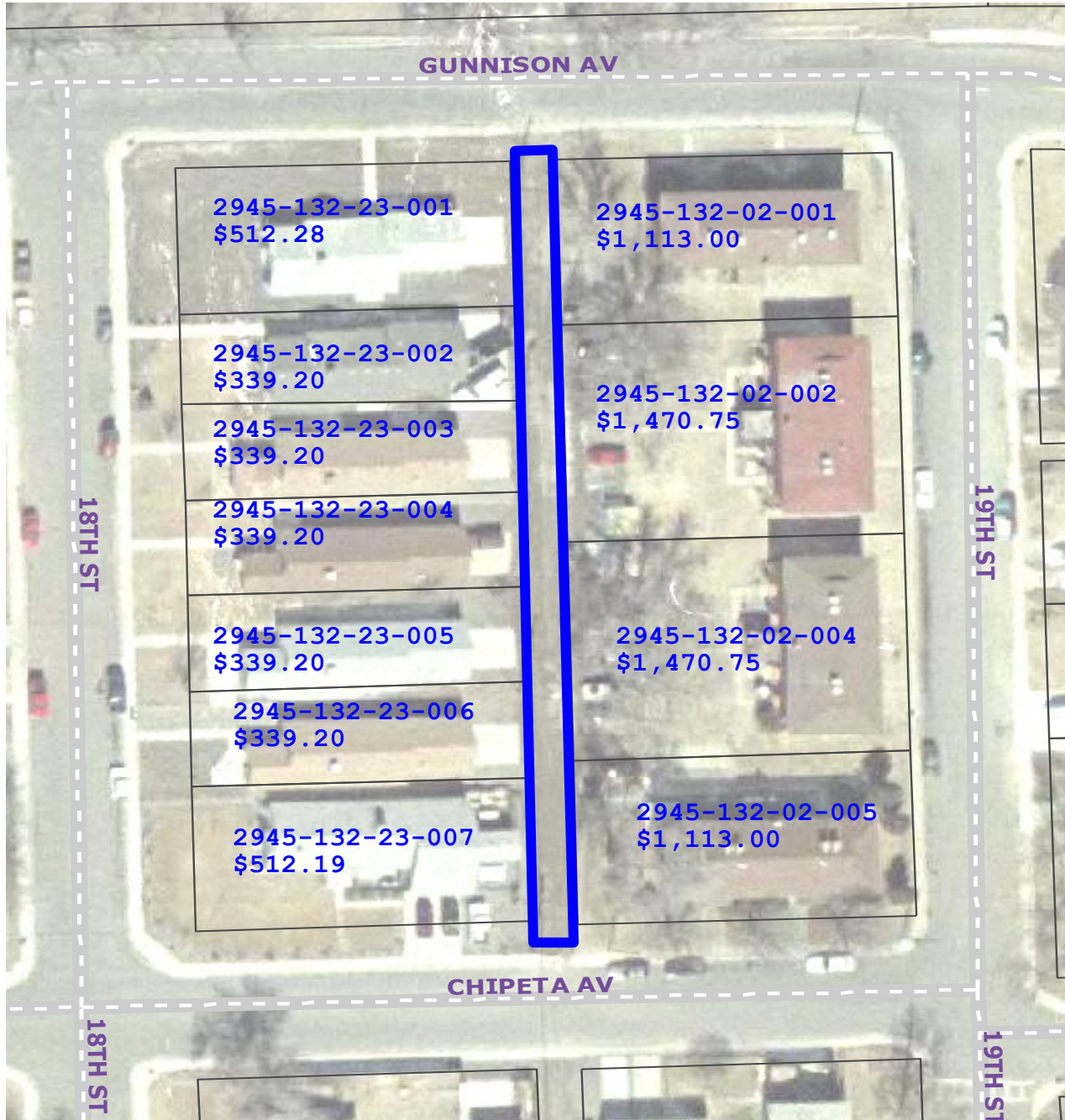
ALLEY IMPROVEMENT DISTRICT 11TH ST TO 12TH ST, TELLER AVE TO BELFORD AVE



**ALLEY IMPROVEMENT DISTRICT
18TH STREET TO 19TH STREET
OURAY AVENUE TO CHIPETA AVENUE**



**ALLEY IMPROVEMENT DISTRICT
18TH STREET TO 19TH STREET
CHIPETA AVENUE TO GUNNISON AVENUE**



**ALLEY IMPROVEMENT DISTRICT
23RD STREET TO 24TH STREET
OURAY AVENUE TO GUNNISON AVENUE**



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

(Parcel lines not accurate in relation to photo)



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

RECEIVED

OCT 17 2005

City Council of Grand Junction
re Tax Schedule No 2945-132-15-008
Lots 17 and 18, Block 5, Slocomb's
Addition, \$42400,
521 N. 19th Street
Grand Junction,
CO 81501-7902
970-243-1764

Permanent residence of
Lois E Renfrow

for 51½ years (fifty one and one half
years). Owned free and clear.
Virtually no one else's property is owned
free and clear in this block

1. Did not "vote" to pave alley. Not needed.
Weeds were controlled. (People too lazy
to keep alley and property free of weeds).
Alley drained just fine except where
boys were allowed to dig holes in
it back of 528 N. 18th Street. Dirt
piled in alley for bike jump. Should
not have to pay for others problems.
2. Received One Newsletter, dated April
11, 2005. Project was four months
off schedule. Contract workers
gave "lip service" only about project
and did things no matter what.
3. When they finally got to work on alley,
Dirt and Rocks, were pushed on to
my private property, not on others just
mine. Dirt and Rocks went through
my wire fence. It will take me years
to remove the Rocks.

Was told alley needed a storm sewer,
yes because of holes allowed to
accumulate behind 528 N. 18th Street
only. So why no storm sewer
in alley between Chipeta Ave to
Gunnison Ave between 18th & 19th Street?
Drainage problems there all the time.
I shouldn't have to pay for storm sewer
not needed. Pet project only. Now storm
sewer drain doesn't work correctly,
on corner of 19th St and Orway Ave. Haha,
It worked just fine before.

4. July 6, 2005, I had raw sewage come
up in my basement drain not ONCE,
BUT TWICE! because of the
contractor's mistakes. Raw sewage
was left to run overnight in an open
hole the size of my car at the south
end of the alley. It was not marked
off safely either. You could smell
this for hours or even inside my
house.

5. My house shook for hours on end
while they were doing the digging.
The dirt was all over everything.
Not once was anything watered
down. I had to leave many times
because I couldn't do anything
anywhere.

What so called Improvements
have brought?

1. Free way Driving! Now people drive their vehicles from Gunnison to Grand and visa versa as fast as can without stopping, at cross streets, trash cans become targets to be hit on trash pick up day.
2. Cars are parked in the alley unattended, Do not belong to people who live along alley.
3. People walk up and down the alley at all times of day and night as if casing out the houses and properties.
4. Bikers and skate boarders use it as a practice area, set off dogs to barking.
5. At night vehicles and people set off motion detector lights and dogs to barking.

So I am to pay \$424.00 for these so called "improvements". Whose lives did they improve? Sure not mine, Now more problems than ever.

I am retired, early retirement to care for my mother. I do child care to make ends meet. Why should I pay \$424.00 for these so called improvements when I had damage

4.
to my basement and property.
The City of Grand Junction should
waive all of the fee of \$424.00
assessed against me for these
so called improvements. I did
nothing to cause any of these
things to happen so I should be
compensated for all of these
things by having my full
assessment of \$424.00
waived.

Thank you for your consideration,

Sincerely,
Lois E. Renfrow

P.S. Why wasn't money for this
so called "improvement" used
in stead to get more policemen
on the streets and a new build-
ing? This area has a high crime
incident volume.

RECEIVED
OCT 18 2005

City Council of Grand Junction
From Lois E. Renfrow
re: property 2945-132-15-008
lots 17 & 18 Block 5 Slocomb's Addition
located: 521 N. 19th Street, Grand
Junction CO 81501-7902
970-243-1764

I have been asked to give some additional information about my request for not having to pay for alley improvements. Alley was never surveyed before project done. Because my fence was not on property line, it was assumed that digging, other work, pushing dirt and rocks on to my property was all right. None of this was needed to be done for this project. Other properties were not disturbed in this way. Because I don't have the money to pay someone else to remove all the rocks from my property I will have to do this. Also the dirt on my side of the alley was good soil in which I could grow things. The fill dirt used along the alley is full of rocks and useless can't even grow weeds in it. So I will have to replace this soil. As to the clean up from the

sewage damage? I could not afford to pay anyone to clean it up.

I was given the impression by Tim Patty and the contractor that because I had moved things around etc. before I called about the sewage problems on July 6th 2005 insurance would not cover things. I DO NOT HAVE HOME OWNER'S INSURANCE!

From the beginning of the project, I had watched a crack in my basement wall widen and I am sure it was because of work being done in the alley. My house shook a lot of the time and it is brick, windows rattled.

Because of all the time effort cleaning supplies I had to put forth as well as the time removing rocks and soil and buying new soil I should not have to pay one single cent toward this project. No, I don't have any bills or receipts but my time and labor as well as eventually buying good soil again should be worth the write off of \$424.00.

Now because of problems of the storm drain on the corner of 19th Street and Oway

3
neither I nor my neighbors
can walk on the sidewalk
when there is water there,
So more noise, shaking of my
house and etc. to come
when ever the storm drain
is repaired

I, Lois E. Renfrow
submit a bill of \$500.00
or the write off of \$424.00
for all the problems caused
by this so called "alley improvement"
project; i.e. sewage removal
from basement, crack damage,
shaking house and windows,
dirt all over the property,
having to water more often
because plants "suffocated"
by rocks and dirt re moving
rocks and dirt from
property and eventually
buying some good, replacement
garden soil.

This alley did not need any
improvements yet the city de-
cided to fix something that
wasn't broken.

Bill for \$500.00
or Write off of \$424.00
for improvements.

Sincerely,
Lois E. Renfrow

243-1764

ORDINANCE NO. ____

AN ORDINANCE APPROVING THE ASSESSABLE COST OF THE IMPROVEMENTS MADE IN AND FOR ALLEY IMPROVEMENT DISTRICTS NO. ST-05 AND ST-05 PHASE B IN THE CITY OF GRAND JUNCTION, COLORADO, PURSUANT TO ORDINANCE NO. 178, ADOPTED AND APPROVED THE 11TH DAY OF JUNE, 1910, AS AMENDED; APPROVING THE APPORTIONMENT OF SAID COST TO EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICTS; ASSESSING THE SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICTS; APPROVING THE APPORTIONMENT OF SAID COST AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENT.

WHEREAS, the City Council and the Municipal Officers of the City of Grand Junction, in the State of Colorado, have complied with all the provisions of law relating to certain improvements in Alley Improvement Districts No. ST-05 and ST-05 Phase B in the City of Grand Junction, pursuant to Ordinance No.178 of said City, adopted and approved June 11, 1910, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, and pursuant to the various resolutions, orders and proceedings taken under said Ordinance; and

WHEREAS, the City Council has heretofore caused to be published the Notice of Completion of said local improvements in said Alley Improvement Districts No. ST-05 and ST-05 Phase B and the apportionment of the cost thereof to all persons interested and to the owners of real estate which is described therein, said real estate comprising the district of land known as Alley Improvement Districts No. ST-05 and ST-05 Phase B in the City of Grand Junction, Colorado, which said Notice was caused to be published in The Daily Sentinel, the official newspaper of the City of Grand Junction (the first publication thereof appearing on September 10, 2005, and the last publication thereof appearing on September 12, 2005); and

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

WHEREAS, two written complaints (by one property owner) have been made or filed with the City Clerk as set forth in said Notice; and

WHEREAS, the City Council has fully confirmed the statement prepared by the City Engineer and certified by the President of the Council showing the assessable

cost of said improvements and the apportionment thereof heretofore made as contained in that certain Notice to property owners in Alley Improvement Districts No. ST-05 and ST-05 Phase B duly published in the Daily Sentinel, the official newspaper of the City, and has duly ordered that the cost of said improvements in said Alley Improvement Districts No. ST-05 and ST-05 Phase B be assessed and apportioned against all of the real estate in said District in the portions contained in the aforesaid Notice; and

WHEREAS, from the statement made and filed with the City Clerk by the City Engineer, it appears that the assessable cost of the said improvements is \$70,626.19; and

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

ALLEY 1ST STREET TO 2ND STREET, OURAY AVENUE TO CHIPETA AVENUE		
TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-142-36-003	Lots 3 & 4, Block 56, City of Grand Junction	\$1,669.50
2945-142-36-004	Lots 5 & 6, Block 56, City of Grand Junction	\$1,669.50
2945-142-36-005	Lot 7 & the W 6.25 ft of Lot 8, Block 56, City of Grand Junction	\$265.00
2945-142-36-006	E 3/4 of Lot 8 & W 1/2 Lot 9, Block 56, City of Grand Junction	\$265.00
2945-142-36-007	E 1/2 of Lot 9, all of Lot 10, and the W 1/2 of Lot 11, Block 56, City of Grand Junction	\$795.00
2945-142-36-008	E 1/2 of Lot 11 & all of Lot 12, Block 56, City of Grand Junction	\$596.25
2945-142-36-011	Lots 17 & 18, Block 56, City of Grand Junction	\$ 424.00
2945-142-36-012	Lots 19 & 20, Block 56, City of Grand Junction	\$1,669.50
2945-142-36-013	Lot 21 & the E 21 ft of Lot 22, Block 56, City of Grand Junction	\$1,535.94
2945-142-36-014	W 4 ft of Lot 22 & all of Lots 23 & 24, Block 56, City of Grand Junction	\$1,803.06
2945-142-36-015	Lots 1 & 2, Block 56, City of Grand Junction	\$1,669.50
2945-142-36-016	Lots 13 through 16 inclusive, Block 56, City of Grand Junction	\$1,590.00

ALLEY 9TH STREET TO 10TH STREET, ROOD AVENUE TO WHITE AVENUE		
TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-144-10-001	Lots 1 & 2, Block 91, City of Grand Junction	\$ 795.00
2945-144-10-002	Lots 3 & 4, Block 91, City of Grand Junction	\$ 424.00
2945-144-10-003	Lots 5 & 6, Block 91, City of Grand Junction	\$ 424.00
2945-144-10-004	Lots 7 & 8, Block 91, City of Grand Junction	\$ 424.00
2945-144-10-005	Lots 9 & 10, Block 91, City of Grand Junction	\$ 424.00
2945-144-10-006	Lots 11 & 12, Block 91, City of Grand Junction	\$ 424.00
2945-144-10-007	Lots 13 & 14, Block 91, City of Grand Junction	\$ 795.00
2945-144-10-008	Lots 15 & 16, Block 91, City of Grand Junction	\$ 795.00
2945-144-10-009	N 42' 10 1/2" of Lots 31 & 32, Block 91, City of Grand Junction	\$ 424.00
2945-144-10-011	Lots 29 & 30, Block 91, City of Grand Junction	\$ 795.00
2945-144-10-012	Lots 27 & 28, Block 91, City of Grand Junction	\$ 424.00
2945-144-10-013	Lots 25 & 26, Block 91, City of Grand Junction	\$ 424.00
2945-144-10-014	Lots 23 & 24, Block 91, City of Grand Junction	\$ 795.00
2945-144-10-015	Lots 21 & 22, Block 91, City of Grand Junction	\$ 424.00
2945-144-10-016	Lots 19 & 20, Block 91, City of Grand Junction	\$ 424.00
2945-144-10-017	Lots 17 & 18, Block 91, City of Grand Junction	\$ 424.00

ALLEY 9TH STREET TO 10TH STREET, OURAY AVENUE TO CHIPETA AVENUE		
TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-141-33-001	Lots 1 & 2, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-002	Lots 3 & 4, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-003	Lots 5 & 6, Block 64, City of Grand Junction	\$ 424.00

	Junction	
2945-141-33-004	Lots 7 & 8, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-005	Lots 9 & 10, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-006	Lots 11 & 12, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-007	Lots 13 & 14, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-008	Lots 15 & 16, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-009	Lots 31 & 32, Block 64, City of Grand Junction	\$ 795.00
2945-141-33-010	Lots 29 & 30, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-011	Lots 27 & 28, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-012	Lots 25 & 26, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-013	Lots 23 & 24, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-014	Lots 21 & 22, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-015	Lots 19 & 20, Block 64, City of Grand Junction	\$ 424.00
2945-141-33-016	Lots 17 & 18, Block 64, City of Grand Junction	\$ 795.00

ALLEY 11TH STREET TO 12TH STREET, TELLER AVENUE TO BELFORD AVENUE		
TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-141-07-001	Lots 1 & 2, Block 22, City of Grand Junction	\$ 424.00
2945-141-07-004	Lots 6 & 7, Block 22, City of Grand Junction	\$ 424.00
2945-141-54-001	All of Shoberg Simple Subdivision	\$ 795.00
2945-141-07-006	Lots 10 through 13 inclusive, Block 22, City of Grand Junction	\$1,590.00
2945-141-07-007	Lots 14 through 17 inclusive, Block 22, City of Grand Junction	\$2,044.74
2945-141-07-012	Lots 18 through 32 inclusive, except the W 10 ft of Lot 32, Block 22, City of Grand	\$6,251.88

	Junction	
2945-141-07-014	The W 10 ft of Lot 32 and all of Lots 33 & 34, Block 22, City of Grand Junction	\$ 954.00
2945-141-07-011	Lots 3 through 5 inclusive, Block 22, City of Grand Junction	\$ 636.00

ALLEY 18TH STREET TO 19TH STREET, OURAY AVENUE TO CHIPETA AVENUE		
TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-132-15-001	Lots 23 & 24, Block 5, Slocomb's Addition	\$ 424.00
2945-131-15-002	Lots 1 & 2, Block 5, Slocomb's Addition	\$ 424.00
2945-132-15-003	Lots 3 & 4, Block 5, Slocomb's Addition	\$ 424.00
2945-132-15-004	Lots 21 & 22, Block 5, Slocomb's Addition	\$ 424.00
2945-132-15-006	Lots 19 & 20, Block 5, Slocomb's Addition	\$ 424.00
2945-132-15-008	Lots 17 & 18, Block 5, Slocomb's Addition	\$ 424.00
2945-132-15-009	Lots 8 & 9 and the N 1/2 of Lot 10, Block 5, Slocomb's Addition	\$ 530.00
2945-132-15-010	Lots 15 & 16, Block 5, Slocomb's Addition	\$ 424.00
2945-132-15-011	S 1/2 of Lot 10 and all of Lots 11 & 12, Block 5, Slocomb's Addition	\$ 530.00
2945-132-15-012	Lots 13 & 14, Block 5, Slocomb's Addition	\$ 424.00
2945-132-15-013	Lots 5 through 7, inclusive, Block 5, Slocomb's Addition	\$ 636.00

ALLEY 18TH STREET TO 19TH STREET, CHIPETA AVENUE TO GUNNISON AVENUE		
TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-132-02-001	N 20 ft of Lot 24 and all of Lots 25 & 26, Block 12, Slocomb's Addition	\$1,113.00
2945-132-02-002	N 12.5 ft of Lot 20, Lots 21 through 23, inclusive and the S 5 ft of Lot 24, Block 12, Slocomb's Addition	\$1,470.75
2945-132-02-004	N 5 ft of Lot 16, Lots 17 through 19, inclusive, and the S 12.5 ft of Lot 20, Block 12, Slocomb's Addition	\$1,470.75
2945-132-02-005	Lots 14 & 15 and the S 20 ft of Lot 16, Block 12, Slocomb's Addition	\$1,113.00
2945-132-23-001	Lot 1, Greenwood Subdivision	\$ 512.28
2945-132-23-002	Lot 2, Greenwood Subdivision	\$ 339.20
2945-132-23-003	Lot 3, Greenwood Subdivision	\$ 339.20
2945-132-23-004	Lot 4, Greenwood Subdivision	\$ 339.20
2945-132-23-005	Lot 5, Greenwood Subdivision	\$ 339.20
2945-132-23-006	Lot 6, Greenwood Subdivision	\$ 339.20

2945-132-23-007	Lot 7, Greenwood Subdivision	\$ 512.19
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ALLEY 23RD STREET TO 24TH STREET, OURAY AVENUE TO GUNNISON AVENUE		
TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-131-15-001	Lot 9, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-002	Lot 18, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-003	Lot 17, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-004	Lot 8, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-005	Lot 7, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-006	Lot 16, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-007	Lot 6, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-008	Lot 15, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-009	Lot 5, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-010	Lot 14, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-011	Lot 4, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-012	Lot 13, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-013	Lot 3, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-014	Lot 12, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-015	Lot 2, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-016	Lot 11, Block 4, Mesa Gardens Subdivision	\$ 534.24
2945-131-15-017	Lot 1, Block 4, Mesa Gardens Subdivision	\$ 527.88
2945-131-15-018	Lot 10, Block 4, Mesa Gardens Subdivision	\$ 527.88

S 1/2 N/S ALLEY 6TH STREET TO 7TH STREET, GRAND AVENUE TO OURAY AVENUE		
TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-141-37-004	Lots 19, 20, and 21, Block 72, City of Grand Junction	\$ 636.00
2945-142-42-006	Lot 22, Block 72, City of Grand Junction	\$4,173.75

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

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

Section 2. That said assessments, together with all interests and penalties for default in payment thereof, and all cost of collecting the same, shall from the time of

final publication of this Ordinance, constitute a perpetual lien against each lot of land herein described, on a parity with the tax lien for general, State, County, City and school taxes, and no sale of such property to enforce any general, State, County, City or school tax or other lien shall extinguish the perpetual lien of such assessment.

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

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

Section 5. That the failure to pay any installments, whether of principal or interest, as herein provided, when due, shall cause the whole unpaid principal to become due and payable immediately and the whole amount of the unpaid principal and accrued interest shall thereafter draw interest at the rate of 8 percent per annum until the day of sale, as by law provided; but at any time prior to the date of sale, the owner may pay the amount of such delinquent installment or installments, with interest at 8 percent per annum as aforesaid, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any piece of real estate not in default as to any installments may at any time pay the whole of the unpaid principal with interest accrued.

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

Section 7. That the monies remaining in the hands of the City Finance Director as the result of the operation and payments under Alley Improvement Districts No. ST-05 and ST-05 Phase B shall be retained by the Finance Director and shall be

used thereafter for the purpose of further funding of past or subsequent improvement districts which may be or may become in default.

Section 8. That all provisions of Ordinance No. 178 of the City of Grand Junction, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, shall govern and be taken to be a part of this Ordinance with respect to the creation of said Alley Improvement Districts No. ST-05 and ST-05 Phase B, the construction of the improvements therein, the apportionment and assessment of the cost thereof and the collection of such assessments.

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

Introduced and Ordered Published this 7th day of September, 2005.

Passed and Adopted on the _____ day of _____, 2005

Attest:

City Clerk

President of the Council

Attach 18

**Public Hearing – Intent to Create 26 Road and F ½ Road Sanitary Sewer Improvement District No. SS-47-05 and Award Construction Contract
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Create Sanitary Sewer Improvement District No. SS-47-05 and Award Construction Contract					
Meeting Date	October 19, 2005					
Date Prepared	October 12, 2005				File #	
Author	Michael Grizenko		Real Estate Technician			
Presenter Name	Mark Relph		Public Works and Utilities Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation	X	Yes		No	Name	Any interested person
	Workshop	X		Formal Agenda		Consent X Individual Consideration

Summary: A majority of the owners of real estate located in the area of 26 Road and F 1/2 Road have submitted a petition requesting an improvement district be created to provide sanitary sewer service to their respective properties. This is the final step in the formal process required to create the proposed Improvement District. Bids were received for the construction contract on August 2, 2005. M.A. Concrete Construction submitted the low bid.

Budget: Costs to be incurred within the limits of the proposed District boundaries are estimated to be \$173,015. Sufficient funds have been transferred from Fund 902, the sewer system “general fund”, to pay for these costs. Except for the 30% Septic System Elimination contribution, this fund will be reimbursed by assessments to be levied against the 11 benefiting properties, as follows:

Estimated Project Costs*	\$117,096	\$10,645 / lot
-30% Septic System Elimination Contribution by City	<u>(\$ 34,529)</u>	<u>(\$3,139) / lot</u>
Total Estimated Assessments	\$ 82,567	\$7,506 / lot

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

The following bids were received for this project:

MA Concrete Construction, Inc. (Grand Junction)	\$ 108,200.00
Sorter Construction, Inc. (Grand Junction)	\$ 152,391.00

Engineer's Estimate

\$186,156.00

The proposed improvement district is one of several scheduled for design and/or construction in 2005. The 2005 budget for Septic System Elimination (906-F48200) and scheduled projects are as follows:

Total Available Funds	\$1,800,000
F1/2 & 26 Road SID	\$ 117,096
Galley Lane SID (Design)	\$ 13,000
Mesa Grande SID	\$ 555,650
Reed Mesa SID	\$1,089,350
Red Mesa Hgts/Canary Ct SID	\$ 20,000
Total Estimated Expenditures	\$1,795,096
 Estimated Remaining Funds:	 \$ 4,904

Background Information: In 2001 the City Council and Mesa County Commissioners adopted two policies to promote the elimination of septic systems in the Persigo sewer service area. In 2005, \$1.8 million is budgeted to fund improvement districts that will extend sanitary sewer service to various neighborhoods. Additionally, a Septic System Elimination Program has been created that provides financial assistance for property owners who wish to participate in improvement districts. This program authorizes the City and Mesa County to pay 30% of the improvement district costs.

The proposed improvement district consists of 11 single-family properties which are connected to septic systems. Sixty-five percent of the property owners have signed a petition requesting that this improvement district be created. People's Ordinance No. 33 authorizes the City Council to create improvement districts when requested by a majority of the property owners to be assessed. A summary of the process that follows submittal of the petition is provided below. Note that for this sewer improvement district multiple steps are being taken and need to occur in the order shown.

Items preceded by a √ indicate steps already taken with this Improvement District and the item preceded by a ► indicates the step being taken with the current Council action.

11. √ City Council passes a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.

12. ► Council conducts a public hearing and passes a Resolution creating the Improvement District. The public hearing is for questions regarding validity of the submitted petition, and for questions regarding the petition process.
13. ► Council awards the construction contract.
14. Construction.
15. After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the Improvement District.
16. Council passes a Resolution approving and accepting the improvements, gives notice of a public hearing concerning a proposed Assessing Ordinance, and conducts a first reading of a proposed Assessing Ordinance.
17. Council conducts a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
18. The adopted Ordinance is published for three consecutive days.
19. The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at anytime during the ten-year period.

Creation of this proposed improvement district will require 2 main line easements, 1 private service line easement and 3 temporary construction easements across properties included in this district. These easements have been executed by the respective property owners and will be recorded upon creation of the District.

Action Requested/Recommendation: (a) Adopt a Resolution Creating and Establishing Sanitary Sewer Improvement District No. SS-47-05 and (b) Authorize the City Manager to enter into a construction contract with M.A. Concrete Construction of Grand Junction, Inc., in the amount of \$102,800.00.

Attachments: Ownership summary, vicinity map, proposed resolution.

OWNERSHIP SUMMARY

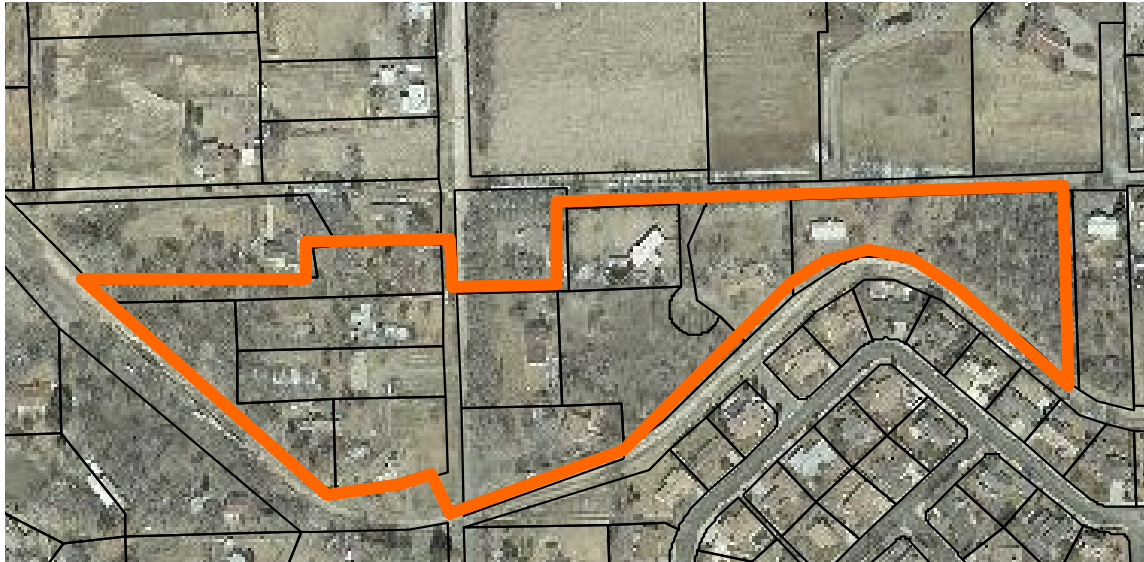
PROPOSED 26 ROAD & F 1/2 ROAD SANITARY SEWER IMPROVEMENT DISTRICT No. SS-47-05

SCHEDULE NO.	OWNERSHIP	PROPERTY ADDRESS	ESMT REQD.
2945-034-00-076	• Arleen L. Hache & Jeff M. Davis	643 26 Road	
2945-034-00-077	Larry Lee Crosser	637 1/2 26 Road	
2945-034-00-078	Wendi & Robbie Alan Novak	641 26 Road	
2945-034-00-097	Morgan Freitas	637 26 Road	Yes
2945-034-00-165	• Raymond C. & Margaret G. Pilcher	645 26 Road	
2945-023-00-007	Peter C. & Julia C.S. Vernon, Trustees	2615 F 1/2 Road	
2945-023-00-008	• Roger A. & Dorri J. Thompson	2605 F 1/2 Road	Yes
2945-023-00-011	• Richard I. & Bonny F. Rininger	636 26 Road	Yes
2945-023-00-044	• Berndt C. & Frances C. Holmes	640 26 Road	Yes
2945-023-20-001	• Max A. & Barbara K. Smith**	2611 F 1/2 Road	
2945-023-20-002	• Christopher E. & Patricia A. Jones	vacant	

● Indicates property owners signing petition = 7 of 11 or 64%

** Power of Attorney for Sewer Improvements

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



RESOLUTION NO. _____

**A RESOLUTION CREATING AND ESTABLISHING
SANITARY SEWER IMPROVEMENT DISTRICT NO. SS-47-05 ,
WITHIN THE CORPORATE LIMITS OF THE CITY OF GRAND JUNCTION, COLORADO,
AUTHORIZING THE INSTALLATION OF SANITARY SEWER FACILITIES AND
ADOPTING DETAILS, PLANS AND SPECIFICATIONS FOR THE SAME**

WHEREAS, on the 7th day of September, 2005, the City Council passed Resolution No. 148-05 declaring its intention to create Sanitary Sewer Improvement District No. SS-47-05, authorizing the City Engineer to prepare full details, plans and specifications for the installation of sanitary sewer improvements together with a map of the district lands to be assessed, and authorizing a Notice of Intention to Create said district; and

WHEREAS, the City Engineer has fully and strictly complied with the directions so given and has filed such specifications and map, all in accordance with said Resolution No. 148-05 and the requirements of Chapter 28 of the City of Grand Junction Code of Ordinances, as amended, City Ordinance No. 178, as amended, and People's Ordinance No. 33; and

WHEREAS, the Notice of Intention to Create Sanitary Sewer Improvement District No. SS-47-05 was duly published as authorized by said Resolution No. 148-05.

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

1. That the details, plans and specifications and the map of the district lands prepared by the City Engineer are hereby approved and adopted.
2. That said Sanitary Sewer Improvement District No. SS-47-05 be, and the same is hereby, created and established; that the installation of certain sanitary sewer improvements therein be, and the same are hereby, authorized and directed in accordance with Chapter 28 of the Code of Ordinances, as amended, City Ordinance No. 178, as amended, and People's Ordinance No. 33.
3. That the installation of improvements for Sanitary Sewer Improvement District No. SS-47-05 shall be made by contract let to the lowest reliable and responsible bidder after public advertisement; except, that if it is determined by the City Council that the bids are too high, and that the authorized improvements can be efficiently made by the City, the City may provide that the construction shall be made under the direction and control of the City Manager by hiring labor by the day or otherwise, and by purchasing all necessary materials, supplies and equipment.

4. That the improvements in said Sanitary Sewer Improvement District No. SS-47-05 were duly ordered, after notice duly given, and that all conditions precedent and all requirements of the laws of the State of Colorado, the Charter of said City, Ordinance No. 178, as amended, and People's Ordinance No. 33, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, have been strictly complied with.

5. That the description of the improvements to be constructed, the boundaries of said Sanitary Sewer Improvement District No. SS-47-05, the amounts estimated to be assessed, the number of installments and assessments, the time in which the costs shall be payable, the rate of interest on unpaid installments, and the manner of apportioning and assessing such costs, shall be as prescribed in Resolution No. 16-04 adopted for said District on the 7th day of September, 2005, and in accordance with the published Notice of Intention to Create said District.

PASSED and ADOPTED this _____ day of _____, 2005.

Attest:

President of the Council

City Clerk

Attach 19

**Downtown Parking Structure Preconstruction and Management Services Contract
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Downtown Parking Structure Preconstruction and Management Services Contract					
Meeting Date	October 19, 2005					
Date Prepared	October 12, 2005				File #	
Author	Mike Curtis			Project Engineer		
Presenter Name	Mark Relph			Public Works and Utilities Director		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop		Formal Agenda			Consent X Individual Consideration

Summary: A request for qualifications process was used to select Shaw Construction of Grand Junction as the Construction Manager/General Contractor for the Downtown Parking Structure. Three proposals were submitted and all three firms were interviewed. Shaw Construction was selected over Kiewit Construction Company of Englewood and Roche Constructors, Inc. of Greeley. This Contract is only for Pre-Construction and Management Services. A second contract will be developed and presented once design is complete and a guaranteed maximum price is established.

Budget: Project No.: F63300

Project Costs:

<u>Item</u>	<u>Estimated Cost</u>
Part 1 Pre-Construction Services (Shaw Construction)	\$41,482
Parking Structure Design Contract (Blythe Design)	\$398,850
Construction, Administration, Inspection, Testing	\$4,284,660
Land Acquisition	\$1,942,409
Site Work (Envir. Cleanup, Building Demolition)	<u>\$411,333</u>
Totals:	\$7,078,734

Project Funding:

<u>Funding Sources</u>	<u>Estimated Funding</u>
Alpine Bank	\$1,574,964
DDA/TIF (Land Purchases and Site Work)	\$2,353,742

Cash Contribution from the City's Parking Fund	\$500,000
Amount To Be Financed, Intra-City Loan	\$2,314,619
P.J. McGovern Inc.	<u>\$335,409</u>
Totals:	\$7,078,734

Action Requested/Recommendation: Authorize the City Manager to execute a Part 1 Pre-Construction and Management Services contract for the Downtown Parking Structure with Shaw Construction in the amount of \$41,482.00

Attachments: A summary of the Part 1 Pre-construction and Management Services proposal is attached.

Background Information:

On April 20, 2005 the City Council authorized the City Manager to sign a Memorandum of Agreement between the City of Grand Junction and the Downtown Development Authority to build a parking structure. The parking structure is to be built on the south side of Rood Avenue between Four and Fifth Streets. The parking structure will occupy the middle section (300 feet long) while the "ends" of the block (50 feet) at both Fourth and Fifth Streets will be left vacant for other development purposes.

The Parking Management Group consisting of representatives and board members from the DDA, City personnel, and City Council met twice in June 2005 to discuss the process to design and build the parking structure and selected a committee that would be involved in selection of the Downtown Parking Structure Design Professional and Construction Manager/General Contractor. The committee members are Harold Staf, DDA Director, Scott Howard, DDA Board Member, Dave Varley, Assistant City Manager, Ronald Watkins, Purchasing Manager, and Mike Curtis, City Project Manager.

A request for proposals for professional design services for design of the parking structure was prepared and advertised on June 1, 2005 through the City's Purchasing Department. Four proposals were received on the due date of June 30, 2005. The proposals were reviewed and ranked by the selection committee. Since all proposers met the qualifications listed in the request, all firms were invited to be interviewed. The four firms that submitted proposals were Blythe Design + co. from Grand Junction, Short Elliot Hendrickson from Grand Junction, Newman Cavender & Doane from Denver, and Watry Design, Inc. from Redwood City, California.

The design interviews were held on July 15 and July 19. The selection committee ranked Blythe Design + co. as the top design firm. The fee proposal submitted by Blythe Design was opened and appeared satisfactory to the Parking Management Group as the fee percentage of construction cost was within the range expected from past City projects. All the firms were notified in writing of the interview results.

The design fee will be based on designing a cast-in-place concrete parking structure. The proposed parking structure will be a three story structure (ground floor plus two elevated floors with the top floor covered) and will be designed to contain no less than 324 spaces. The structure will be designed for a future fourth story. During the design of the parking structure, Blythe Design will review the possibility of adding landscape features in front of the parking structure as well as improving pedestrian access to the structure.

A request for proposals for construction management services for the parking structure was prepared and advertised on July 13, 2005 through the City's Purchasing Department. Three proposals were received on the due date of August 9, 2005. The proposals were reviewed and ranked by the selection committee. Since all proposers met the qualifications listed in the request, all firms were invited to be interviewed. The three firms that submitted proposals were Shaw Construction from Grand Junction, Kiewit Construction Company from Englewood, and Roche Constructors from Greeley.

Letters were sent to each firm inviting them to be interviewed. A list of eight questions that would be asked during the interview was included in the letter. The eight questions were as follows:

1. How will your experience working in a GC/CM environment benefit the City? Past experience must be identified by project.
2. How do you feel your parking structure GC/CM experience will enhance the final product?
3. How will your control systems insure that the project requirements of cost, schedule, and quality are met?
4. How will you insure a good working relationship between your firm and the design architect and the City?
5. What are your recommendations regarding the proposed schedule?
6. Why do you feel your firm's personnel and subcontractors are best qualified to administer and construct the parking structure?
7. What type of structure do you feel would best meet the needs of the City/DDA?
8. Who will be your point person(s) during preconstruction (design) and construction (they should be present)? Why are they the best to administer the project during preconstruction and construction?

In addition to these eight questions, selection committee members could ask any other additional questions. The design firms were ranked by each committee member using a rating form that included the eight questions and additional questions. The interviews were held on August 29, 2005. The selection committee ranked Shaw Construction as the top construction management firm. All the firms were notified in writing of the interview results.

During Part 1 pre-construction services, Shaw Construction will provide services to the City to assist Blythe Design + co. with the design of the parking structure as specified in the attached agreement. Part 2 of Shaw's contract will be for construction of the parking structure and will be based on a guaranteed maximum price.

The proposed design schedule calls for completion of the final design by December 2005 to submit to Community Development for review. After Community Development review comments have been addressed, the Construction Manager/General Contractor will obtain bids based on the final construction plans and establish a guaranteed maximum price. This RFP selection process for the design firm and Construction Manager/General Contractor has been used on past City Projects like City Hall, Two Rivers remodel, and Redlands Fire Station #5. Once the Commercial Federal Buildings are vacant which is anticipated to occur between the end of April or end of May 2006, the City will hire an Asbestos Abatement Contractor to remove asbestos from the Commercial Federal buildings and Valley Office Supply. After asbestos abatement, the City will hire a demolition Contractor to demolish the Commercial Federal Buildings and Valley Office Supply. Once Mesa County Building Department approves the construction plans, construction of the parking structure can begin. Construction of the structure should begin between June or July 2006 and be complete by the end of March 2007 at the latest.

 **AIA** Document A121™CMc – 2003 and AGC
Document 565

Standard Form of Agreement Between Owner and Construction Manager
where the Construction Manager is Also the Constructor

AGREEMENT

made as of the 19th day of October in the year of 2005
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

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

and the Construction Manager:
(Name and address)

Shaw Construction LLC
760 Horizon Drive
Grand Junction, CO 81506

The Project is:
(Name, address and brief description)

Grand Junction Downtown Parking Garage
South side of Rood Avenue between 4th and 5th Street.
Three-story structure with options for a 4th floor, capable for parking at least 324 cars with
a possible roof option.

The Architect is:
(Name and address)

Blythe Design + co.
618 Rood Avenue
Grand Junction, CO 81501

The Owner and Construction Manager agree as set forth below:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1997 Edition of AIA Document A201, General Conditions of the Contract for Construction, is referred to herein. This Agreement requires modification if other general conditions are utilized.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 RELATIONSHIP OF PARTIES

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

§ 1.2 GENERAL CONDITIONS

For the Construction Phase, the General Conditions of the contract shall be the AIA® Document A201™-1997, General Conditions of the Contract for Construction, which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, A201™-1997 shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in A201™-1997 shall mean the Construction Manager. Exhibit B "Supplement to Standard Form of Agreement between Owner and Construction Manager" is incorporated herein by reference as if completely reiterated herein. In the event of conflict between Exhibit B and this AIA Document A201-1997, the terms and conditions of Exhibit B shall prevail.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

§ 2.1 PRECONSTRUCTION PHASE

§ 2.1.1 PRELIMINARY EVALUATION

The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

§ 2.1.2 CONSULTATION

The Construction Manager with the Architect shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

§ 2.1.3 PRELIMINARY PROJECT SCHEDULE

When Project requirements described in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval of the portion of the preliminary Project schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

§ 2.1.4 PHASED CONSTRUCTION

The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is

appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

§ 2.1.5 PRELIMINARY COST ESTIMATES

§ 2.1.5.1 When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

§ 2.1.5.2 When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager. Such estimates may provide options on structural systems including cast-in-place concrete, pre-cast concrete and structural steel options to assist the Owner in selection of the preferred option.

§ 2.1.5.3 When Design Development Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

§ 2.1.5.4 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

§ 2.1.6 SUBCONTRACTORS AND SUPPLIERS

The Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier.

§ 2.1.7 LONG-LEAD-TIME ITEMS

The Construction Manager shall recommend to the Owner and Architect a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

§ 2.1.8 EXTENT OF RESPONSIBILITY

The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing.

§ 2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

§ 2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

§ 2.2.1 When the Drawings and Specifications are sufficiently complete, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction

Manager's Fee. The Guaranteed Maximum Price (GMP) shall be submitted to the Owner within forty (40) calendar days from completion of the design development drawings and specifications and Owner's decision on the preferred structural system option.

§ 2.2.2 As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.2 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

§ 2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

- .1 A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.
- .2 A list of allowances and a statement of their basis.
- .3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
- .4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the Fee that comprise the Guaranteed Maximum Price.
- .5 The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.

§ 2.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing. Owner will reimburse Construction Manager all expenses for pre-construction pursuant to Schedule B.

§ 2.2.8 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 2.2.9 The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

§ 2.2.10 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established.

§ 2.3 CONSTRUCTION PHASE

§ 2.3.1 GENERAL

§ 2.3.1.1 The Construction Phase shall commence on the earlier of:

- (1) the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or
- (2) the Owner's first authorization to the Construction Manager to:
 - (a) award a subcontract, or
 - (b) undertake construction Work with the Construction Manager's own forces, or
 - (c) issue a purchase order for materials or equipment required for the Work.

§ 2.3.2 ADMINISTRATION

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the Guaranteed Maximum Price has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. Exclusive of general or casual labor performed by the Construction Manager such as clean-up, winter protection, materials handling etc. and specifically related to trade work in CSI Divisions 2 through 16, any self-performed work done by the Construction Manager shall be bid with other trade bids and opened in the presence of the Owner.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

§ 2.3.2.4 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

§ 2.3.2.5 Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a schedule in accordance with Section 3.10 of A201™-1997, including the Owner's occupancy requirements.

§ 2.3.2.6 The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

§ 2.3.2.7 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The

Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

§ 2.4 PROFESSIONAL SERVICES

Section 3.12.10 of A201™-1997 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 HAZARDOUS MATERIALS

Section 10.3 of A201™-1997 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 INFORMATION AND SERVICES

§ 3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

§ 3.1.2 The Owner shall, at the written request of the Construction Manager prior to commencement of the Construction Phase and thereafter, furnish to the Construction Manager reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager.

§ 3.1.3 The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

§ 3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS

In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Sections 3.1.4.1 through 3.1.4.4 but shall exercise customary precautions relating to the performance of the Work.

§ 3.1.4.1 Reports, surveys, drawings and tests concerning the conditions of the site which are required by law.

§ 3.1.4.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

§ 3.1.4.3 The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

§ 3.1.4.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

§ 3.1.4.5 The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

§ 3.2 OWNER'S DESIGNATED REPRESENTATIVE

The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in

the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201™-1997, the Architect does not have such authority.

§ 3.3 ARCHITECT

The Owner shall retain an Architect to provide Basic Services, including normal structural, mechanical, civil, landscape design and electrical engineering services, other than cost estimating services, described in the edition of AIA® Document B151™-1997, *Abbreviated Standard Form of Agreement Between Owner and Architect* current as of the date of this Agreement. The Owner shall authorize and cause the Architect to provide those Additional Services described in B151™-1997, requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect, from which compensation provisions may be deleted.

§ 3.4 LEGAL REQUIREMENTS

The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

§ 4.1 COMPENSATION

§ 4.1.1 For the services described in Sections 2.1 and 2.2, the Construction Manager's compensation shall be calculated as follows:

Payment is to be made on a Lump Sum amount of \$41,482.00. exclusive of reimbursables which are to be paid separately based upon actual cost plus 15% mark-up.

(State basis of compensation, whether a stipulated sum, multiple of Direct Personnel Expense, actual cost, etc. Include a statement of reimbursable cost items as applicable.)

§ 4.1.2 Compensation for Preconstruction Phase Services shall be equitably adjusted if such services extend beyond Two hundred forty (240) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

§ 4.1.3 If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits establish the burden here. See Exhibit B.

§ 4.2 PAYMENTS

§ 4.2.1 Payments shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

§ 4.2.2 Payments are due and payable fifteen (15) days from the date the Construction Manager's invoice is received by the Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. The Owner shall not withhold retainage on the pre-construction services payment application.

(Insert rate of interest agreed upon.)

See Schedule B –Supplement to Standard Form of Agreement between Owner and Construction Manager Article 11.B.7.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

§ 5.1 COMPENSATION

§ 5.1.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 7 and the Construction Manager's Fee determined as follows:

The fee will be as a percentage of the GMP and converted to a lump sum at the time the project construction commences. The Owner shall direct the Architect to prepare and submit to the Owner and the Construction Manager a detailed list of items to be included for Division 1, General Conditions. These General Conditions shall not include costs for Builder's Risk Insurance, General Liability and Workmen's Compensation insurance, Construction Manager's Warranty Reserve, Construction Manager's contingency, Construction Manager's Payment and Performance Bonds, Subcontractor's Bonds, Permit and Plan Check Fees, Special Inspection Materials Testing and Allowances. Upon approval by the Owner and Construction Manager of the list of General Conditions items, as defined by the Architect, the Construction Manager shall propose a price for these General Conditions items along with a price for all other Divisions or work area. The Construction Manager's fee for indirect overhead and profit and any shared savings provisions if applicable for Owner's approval.

(State a lump sum, percentage of actual Cost of the Work or other provision for determining the Construction Manager's Fee, and explain how the Construction Manager's Fee is to be adjusted for changes in the Work.)

§ 5.2 GUARANTEED MAXIMUM PRICE

§ 5.2.1 The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

To be determined as stipulated in Article 2.2 above. At the time the Guaranteed Maximum Price (GMP) has been determined by the Construction Manager and approved by the Owner, the Owner and the Construction Manager will negotiate in good faith to either a (GMP) with a shared savings clause or a lump sum contract.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.3 CHANGES IN THE WORK

§ 5.3.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods listed in Section 7.3.3 of A201™-1997.

§ 5.3.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of A201™-1997 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Section 7.3.6 of A201™-1997 shall have the meanings assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.3 In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of A201™-1997 shall mean the Cost of the Work as defined in Article 6 of this Agreement, and the term "and a reasonable allowance for overhead and profit" shall mean the Construction Manager's Fee as defined in Section 5.1.1 of this Agreement.

§ 5.3.4 If no specific provision is made in Section 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 COSTS TO BE REIMBURSED

§ 6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

§ 6.1.2 LABOR COSTS

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative.

Classification	Name
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(Paragraph deleted)

- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- .4 Costs paid or incurred by the Construction Manager for applicable taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.2.1 through 6.1.2.3. The Owner warrants this project to be exempt from state, county and city sales taxes. The Construction Manager shall obtain a sales tax exemption number for the project.

§ 6.1.3 SUBCONTRACT COSTS

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described in the preceding Section 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed,

- whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.
- .2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.1.6 MISCELLANEOUS COSTS

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
(If charges for self-insurance are to be included, specify the basis of reimbursement.)
- .2 Taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.8.2.
- .5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Section 3.17.1 of A201™-1997 or other provisions of the Contract Documents.
- .6 Data processing costs related to the Work.
- .7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .8 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.
- .9 Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
10. Builder's Risk insurance and deductible if not provided by the Owner.

§ 6.1.7 OTHER COSTS

- .1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

§ 6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

The Cost of the Work shall also include costs described in Section 6.1.1 which are incurred by the Construction Manager:

- .1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.6 of A201™-1997.
- .2 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to

the Owner set forth in this agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

§ 6.1.9 The costs described in Sections 6.1.1 through 6.1.8 shall be included in the Cost of the Work notwithstanding any provision of AIA or A201™-1997 other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

§ 6.2 COSTS NOT TO BE REIMBURSED

§ 6.2.1 The Cost of the Work shall not include:

- .1 Expenses of the Construction Manager's principal office or offices other than the site office, except as specifically provided in Sections 6.1.2.2 and 6.1.2.3.
- .2 Overhead and general expenses, except as may be expressly included in Section 6.1.
- .3 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- .4 Rental costs of machinery and equipment, except as specifically provided in Section 6.1.5.2.
- .5 Except as provided in Section 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .6 Costs incurred in the performance of Preconstruction Phase Services. These costs are a part of 4.1 Compensation.
- .7 Except as provided in Section 6.1.7.1, any cost not specifically and expressly described in Section 6.1.
- .8 Costs which would cause the Guaranteed Maximum Price to be exceeded.

§ 6.3 DISCOUNTS, REBATES AND REFUNDS

§ 6.3.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

§ 6.3.2 Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.4 ACCOUNTING RECORDS

§ 6.4.1 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 CONSTRUCTION PHASE

§ 7.1 PROGRESS PAYMENTS

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 The Construction Manager shall prepare each Application for Payment by estimating the Work complete through the end of the month, as a percentage for each line item. Provided an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment to the Construction Manager not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Paragraph deleted)

§ 7.1.5 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. This schedule shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.8 of A201™-1997, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- .3 Add the Construction Manager's Fee, less retainage of ten percent (10.00%) until the Payment Applications reach 50% of the original contract amount or GMP, then no further retainage will be withheld thereafter. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.
- .6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of A201™-1997.

§ 7.1.8 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than ten percent (10.00%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site with the probable exception of structural steel, pre-cast concrete, elevators and other long-lead items where early purchase is necessary to accomplish the construction schedule..

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data, that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 7.1.11 See Schedule B "Supplement to Standard Form of Agreement between Owner and Construction Manager Item 7.1.11.

§ 7.2 FINAL PAYMENT

§ 7.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 12.2.2 of A201™-1997, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner's accountants; and (3) a final Certificate for Payment has then been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The Owner shall advertise a Notice of Final Settlement prior to receipt of Construction Manager's Application for Final Payment providing for final payment within thirty (30) calendar days of receipt of the Final Payment Application by the Architect.

§ 7.2.2 The amount of the final payment shall be calculated as follows:

- 1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.
- 2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Section 9.5.1 of A201™-1997 or other provisions of the Contract Documents, including non-conforming work at the date of Substantial Completion that may be withheld by the Owner based on an equitable determination of value multiplied by a factor of 2.0.
- 3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

§ 7.2.3 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of A201™-1997. The time periods stated in this Section 7.2 supersede those stated in Section 9.4.1 of A201™-1997.

§ 7.2.4 If the Owner's accountants report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2 (1) to correct nonconforming Work or (2) arising from the resolution

of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

§ 8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Section 11.1 of A201™-1997. Such insurance shall be written for not less than the following limits, or greater if required by law:

§ 8.1.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. If (1) limits in excess of those required by statute are to be provided, or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

§ 8.1.2 Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

\$1,000,000.00 Each Occurrence
\$2,000,000.00 General Aggregate
\$1,000,000.00 Personal and Advertising Injury
\$1,000,000.00 Products-Completed Operations Aggregate

- .1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
- .2 Products and Completed Operations insurance shall be maintained for a minimum period of at least One (1) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.
- .3 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Section 3.18 of A201™-1997.

§ 8.1.3 Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:
\$1,000,000.00 Each Accident

§ 8.1.4 Other coverage:

Excess Liability
\$10,000,000 each occurrence
\$10,000,000 aggregate
Workmen's' Compensation Insurance: Statutory Limits

(If Umbrella Excess Liability coverage is required over the primary insurance or retention, insert the coverage limits. Commercial General Liability and Automobile Liability limits may be attained by individual policies or by a combination of primary policies and Umbrella and/or Excess Liability policies. If Project Management Protective Liability Insurance is to be provided, state the limits here.)

§ 8.2 INSURANCE REQUIRED OF THE OWNER

During both phases of the Project, the Owner shall purchase and maintain liability and property insurance, including waivers of subrogation, as set forth in Sections 11.2 and 11.4 of A201™-1997. Such insurance shall be written for not less than the following limits, or greater if required by law:

The Owner shall provide the Construction Manager a copy of the Project Builder's Risk Insurance Policy for review. If the Construction Manager determines the policy to be lacking in coverage, the Construction Manager may,

at his option, purchase a Difference-in-Conditions policy, the cost of which shall be a reimbursable cost under the contract.

§ 8.2.1 Property Insurance:
\$5,000,000.00 Deductible Per Occurrence
Aggregate Deductible

At the Owner's option, the Construction Manager will include in their final cost estimate and Contract Price, the cost for a Marine type of Builder's Risk Policy based on the Contract Price and including the self-insured deductible amount.

§ 8.3 PERFORMANCE BOND AND PAYMENT BOND

§ 8.3.1 The Construction Manager shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Construction Manager's usual source, and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to One hundred percent (100.00%) of the Contract Sum.

§ 8.3.2 The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 DISPUTE RESOLUTION

§ 9.1.1 During both the Preconstruction and Construction Phases, Claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Sections 4.3 through 4.6 of A201™-1997 except that, during the Preconstruction Phase, no decision by the Architect shall be a condition precedent to mediation or arbitration. See Exhibit B "Supplement to Standard Form of Agreement between Owner and Construction Manager" Article 11.8.5.

§ 9.1.2 Demand for mediation shall be filed in writing with the other party to this Agreement. Any demand for mediation shall be made with a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date with institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 9.1.3 Pre-Construction Phase – See Schedule B.

§ 9.1.4 During the Construction Phase, any other claim, dispute or other matter in question arising out of or related to this Agreement or breach thereof shall be settled – see Schedule B.11.B.5.

§ 9.2 OTHER PROVISIONS

§ 9.2.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in A201™-1997, *General Conditions of the Contract for Construction*.

§ 9.2.2 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

§ 9.2.3 OWNERSHIP AND USE OF DOCUMENTS

Article 1.6 of A201™-1997 shall apply to both the Preconstruction and Construction Phases.

§ 9.2.4 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 9.2.5 ASSIGNMENT

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other

party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2 of A201™-1997, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

§ 10.1.1 Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Section 14.1.1 of A201™-1997.

§ 10.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.1.

§ 10.1.3 If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Section 10.1.2, be paid an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager.
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

§ 10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE

Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as provided in Article 14 of A201™-1997.

§ 10.2.1 In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.1.3 of A201™-1997 shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.1.3 of A201™-1997 shall not exceed the amount the Construction Manager would have

been entitled to receive under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 SUSPENSION

The Work may be suspended by the Owner as provided in Article 14 of A201™-1997; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Section 14.3.2 of A201™-1997 except that the term "cost of performance of the Contract" in that Section shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1.1 and 5.3.4 of this Agreement.

ARTICLE 11 OTHER CONDITIONS AND SERVICES

Construction Manager additional pre-construction services requested and authorized by the Owner shall be compensated at the rates prescribed in Exhibit B, attached hereto.

This Agreement entered into as of the day and year first written above.

OWNER	CONSTRUCTION MANAGER
<u>City of Grand Junction</u> <i>(Signature)</i>	<u>Shaw Construction LLC</u> <i>(Signature)</i>
<u>Kelly Arnold, City Manager</u> <i>(Printed name and title)</i>	<u>Steven H. Meyer, President</u> <i>(Printed name and title)</i>
<u>Date</u>	<u>Date</u>
ATTEST	ATTEST

SCHEDULE B

Supplement to Standard Form of Agreement Between Owner & Construction Manager

- 6.1.6.11 Costs for drug testing and screening of workers directly employed by the Contractor per Contractor's Drug Screening Program and if required, workers directly employed by subcontractors.
- 7.1.11 "Application and Certificate for Payment" and "Continuation Sheet" (AIA Document G702 and G703) shown as Exhibit G, shall serve as the job cost breakdown, and which shall be documents from which Shaw Construction shall be paid each month.

At such time as the Work completed equals fifty (50%) percent of the original contract sum, no further retainage shall be withheld from the progress payment, provided the Owner and Architect are reasonably satisfied with the quality of the progress of the Work. All retainage amounts previously withheld shall be paid to the Construction Manager within 20 days of Substantial Completion of the Work, (except that portion retained pending the completion of incomplete work and unsettled claims as mutually agreed upon by the Architect, Owner and Contractor).

When all work to be performed by a subcontractor is completed and accepted in writing by the Contractor, Owner and Architect, the retention relating to such subcontractor's work will be released, provided that subcontractor has provided all warranties required of him and he has agreed that the time of commencement of any period of time during which such warranties are in full force and effect shall start at Substantial Completion of all the Work, and provided further, that such subcontractor executes and delivers a full lien waiver and all other instruments of release which may be required by Contractor, Owner or Architect. (Action taken relative to this paragraph will not require release of any additional retainage monies beyond those outlined in the above paragraph). Contractor's warranty shall begin upon issuance of Substantial Completion.

Substantial Completion is the date established and certified by the Architect that work is sufficiently completed so the portion of the project can be utilized for which it is intended as defined in the General Conditions of the Contract for Construction and includes issuance of Certificate of Occupancy by the local authority which issued a permit for construction provided withholding of a Certificate of Occupancy is not caused by circumstances outside the Contractor's control.

- 11.B.1 Owner designates Mike Curtis as Owner's Representatives authorized to act on Owner's behalf with respect to the Project.
- 11.B.2 Owner hereby warrants that errors and omissions insurance coverage has been provided by the Project's design professionals in an amount appropriate for this Project, in any event not less than \$1,000,000.
- 11.B.3 In the event the Construction Manager encounters on the site, material existing on the site prior to Construction Manager commencing work, reasonably believed to be

hazardous materials, the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. The Owner shall engage a qualified testing and/or abatement contractor and shall make arrangements for the removal and disposal of the hazardous materials as required. The Work in the affected area shall be resumed after the Owner has abated the area and disposed of the hazardous materials and given written direction to the Construction Manager that the area is free of any hazardous materials.

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Construction Manager, subcontractors, agents and employees of any of them from and against claims, damages, environmental liability, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if, in fact the material is hazardous and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable regardless of whether or not such claim, damage, loss or expenses is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

- 11. B.4 If either Owner or Construction Manager is required to commence an action of proceeding against the other in order to enforce the provisions of this agreement, the prevailing party herein shall be entitled to recover all reasonable costs and expenses incurred in connection therewith, including reasonable attorney's fees.
- 11. B.5 Notwithstanding other provisions of this agreement, claims or disputes will not be arbitrated.
- 11. B.6 Substantial Completion for purposes of establishing the release of final retention is the date certified by the Architect that work is sufficiently completed so the Project can be utilized for which it is intended as defined in the General Conditions of the Contract for Construction. The punch list shall be prepared by the Architect or same Owner's representative for the entire project. Multiple punch lists of the same areas will not be allowed.
- 11.B.7 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
1% per month for the first 30 days and 1 ½% per month thereafter.

EXHIBIT B
Compensation for Additional Pre-Construction Services

The following rates form the additional services total lump sum cost for Part 1 services. In the event additional services are required, the following rates shall apply:

Principal (Steve Meyer and/or Clark Atkinson)	\$135/hour
Project Manager (Tom Swenson)	\$95 /hour
Pre-Construction Manager (Rich Keller)	\$105/hr
Staff Estimator	\$55/hr
Construction Manager (Larry Fickel)	\$105/hr
Superintendent	\$80/hr
Accounting	\$38/hr
Project Coordinator(Mary Coombs)	\$38/hour
Reimbursable Expenses including travel, meals, hotel, rental car, printing, postage, overnight mail, etc.	Cost + 15%
Labor Burden, FICA, FUTA, SUTA	52% of labor
Labor Inflation (effective 7/1 of each year) commencing 7/1/06	4% for all labor rates noted above

NOTES:

Labor Burden applies to all items noted above

All rates are agreed upon in advance by Contractor and Owner, and while hours and usage are subject to audit, rates and percentages on this Exhibit are not subject to audit.

DEPT. OF PUBLIC WORKS
SEP 28 2005

IV. BONDS, INDEMNIFICATION AND INSURANCE

16. Performance, Payment, and Other Bonds

I. Contractor shall furnish a Performance Bond and a Payment Bond, each in an amount at least equal to that specified in the Contract, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other Bonds that may be required by the Special Conditions. All Bonds shall be in the forms prescribed by the Contract Documents and be executed by such Sureties as are:

- (a) licensed to conduct business in the State of Colorado and
- (b) named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

II. A certified copy of the Authority to Act must accompany all Bonds signed by an agent. If the Surety on any Bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of paragraphs (a) and (b), Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

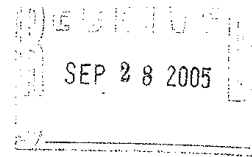
17. Insurance Requirements

I. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

II. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The City of Grand Junction. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

- (a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work

City of Grand Junction, Colorado
General Contract Conditions



under this Contract, and Employers' Liability Insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident,
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.

- (b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
TWO MILLION DOLLARS (\$2,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

- (c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

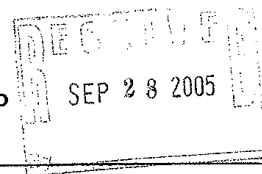
ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

with respect to each of Contractor's owned, hired or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

- (d) For contracts for construction of insurable structures, which are able to be occupied, the Contractor agrees to provide and maintain a Builder's Risk Insurance Policy with minimum limits of not less than the insurable value of the Work to be performed under this Contract at completion, less the value of the materials and equipment insured under Installation Floater Insurance. The policy shall be written in completed value form and shall protect the Contractor, Subcontractor, and the City against risks of damage to buildings, structures, materials and equipment not otherwise covered under Installation Floater Insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief.

- (e) The Contractor agrees to provide and maintain an Installation Floater Insurance Policy with minimum limits of not less than the insurable value of the Work to be performed under this Contract at completion, less the value of the materials and equipment insured under the Builder's Risk Insurance. Equipment such as pumps, engine-generators, compressors,

City of Grand Junction, Colorado
General Contract Conditions



motors, switch-gear, transformers, panelboards, control equipment, and other similar equipment shall be insured under Installation Floater Insurance when the aggregate value of the equipment exceeds \$10,000. The insurable value of the Work shall include the aggregate value of any City-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under Builder's Risk Insurance. The policy shall protect the Contractor, Subcontractor, and the City from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under Builder's Risk Insurance, while in warehouses or storage areas, during installation, during testing, and after the Work under this Contract is completed. The policy shall be of the "all risks" type, with coverage designed for the circumstances which may occur in the particular Work to be performed under this Contract. The policy shall provide for losses to be payable to the Contractor and the City as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the City.

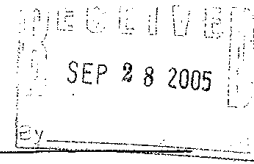
III. The policies required by paragraphs (a), (b), (c), (d) and (e) above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

IV. The Contractor shall provide four (4) copies of the certificate(s) of insurance to the Engineer as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, which certificate(s) shall be reviewed and approved by the City prior to commencement of the Contract. The certificate(s) shall identify this Contract and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the City.

V. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract. At its discretion the City may also procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. The Contractor shall repay all monies so paid by the City to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

VI. The City reserves the right to request and receive, at any time(s), a certified copy of any policy and any endorsement thereto.

City of Grand Junction, Colorado
General Contract Conditions



VII. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

18. Contractor's Insurance

The Contractor shall not commence work under this Contract until it has obtained all insurance required by this agreement, and the several provisions hereof, and the City has approved such insurance. The Contractor shall also not allow any Subcontractor to commence work on its Contract until all similar insurance required by the Subcontractor has been so obtained and approved.

19. Indemnification

The Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any Subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any Subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any Subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

Attach 20

Sublet of Space Leased by KRMJ

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject		Lease Arrangement with KRMJ						
Meeting Date		19 October 2005						
Date Prepared		18 October 2005						
Author		David Varley		Assistant City Manager				
Presenter Name		David Varley		Assistant City Manager				
Report results back to Council		X	No		Yes			
Citizen Presentation			Yes	X	No			
	Workshop	X		Formal Agenda		Consent	X	Individual Consideration

Summary: KVNF-FM of Paonia would like to relocate their FM translator to the antenna and building on the Grand Mesa currently being used by KRMJ. This relocation is being requested in order to improve their coverage of the Grand Valley. City Council authorization is required under the lease that KRMJ has with the City of Grand Junction as their equipment is located on City property.

Budget: No budget impact to the City of Grand Junction.

Action Requested/Recommendation: Authorize Rocky Mountain PBS to sub-let space in the KRMJ transmitter building and tower on the Grand Mesa to KVNF-FM of Paonia, Colorado.

Attachments: None

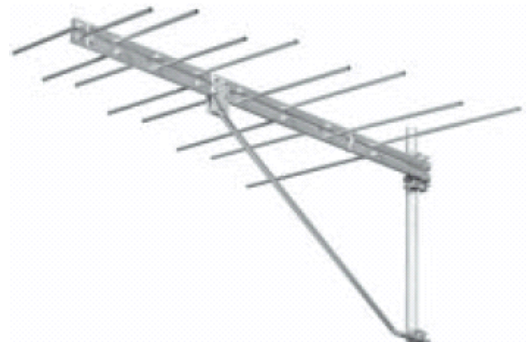
Background Information: The City of Grand Junction has a 20 year lease with KRMA Public Television for use of property (1/4 acre) the City owns northwest of the Somerville Reservoir on the Grand Mesa. The local PBS station, KRMJ, uses this as a transmitter site to serve the Grand Valley. This site contains a 150' transmitter tower and a building that is less than 1,000 square feet.

Under the terms of the lease KRMJ must obtain written approval from the Grand Junction City Council in order to assign or sublease any part or right of the property. North Fork Valley Public Radio wants to install equipment for translator station K256AD, which receives the signal of KVMT-FM Montrose and rebroadcasts it to the Grand Junction area. Their current translator station operates from a site approximately 5 km

to the northeast and suffers interference from another FM translator located there. Moving their equipment to the KRMJ site should ease the interference problem.

One transmit antenna is proposed to be installed at approximately 40 feet (above the ground) while the primary receive antenna is proposed to be installed at approximately 60 feet. If a second receive antenna is required it would be installed at this same height. The required translator is quite small (10 inches) and will share rack space with the KRMJ equipment in the existing building.

If City Council approves this request we will send them a letter giving them written approval for this sublease with North Fork Valley Public Radio.



An example of the proposed receive antenna that would be installed.

Note: The current lease also requires annual payments to the City for use of this property on the Grand Mesa. KRMJ has not been billed for this lease and they have not made cash payments to the City. However, they have provided numerous in-kind services to help offset their obligations under this lease. An example of these services includes the production of a training video for the City Clerk's Office and a video for use by the Visitor and Convention Bureau. City staff is currently working with KRMJ staff to develop a formal agreement or arrangement to comply with the terms of the lease. This proposed agreement will be brought to the City Council for their review and approval by the end of 2005.