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**CITY COUNCIL AGENDA
WEDNESDAY, JANUARY 7, 2015
250 NORTH 5TH STREET
6:30 P.M. – ADMINISTRATION CONFERENCE ROOM
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

To become the most livable community west of the Rockies by 2025

Call to Order
(7:00 P.M.)

Pledge of Allegiance
A Moment of Silence

Presentation

Update from the Foundation for Cultural Exchange President Anna Stout Regarding El Espino, San Pedro Perulapan, San Salvador

Appointments

To the Visitor and Convention Bureau Board of Directors

Certificates of Appointment

To the Historic Preservation Board

Citizen Comments

[Supplemental Documents](#)

Council Comments

Revised January 8, 2015

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

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

Action: Approve the Summaries of the November 3, 2014 Workshop, the November 10, 2014 Workshop, the November 17, 2014 Workshop and the Minutes of the December 15, 2014 and December 17, 2014 Special Meetings, and the December 17, 2014 Regular Meeting

2. 2015 Meeting Schedule and Posting of Notices [Attach 2](#)

State Law requires an annual designation of the City's official location for the posting of meeting notices. The City's Municipal Code, Sec. 2.04.010, requires the meeting schedule and the procedure for calling special meetings be determined annually by resolution.

Resolution No. 01-15—A Resolution of the City of Grand Junction Designating the Location for the Posting of the Notice of Meetings, Establishing the 2015 City Council Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council

®Action: Adopt Resolution No. 01-15

Staff presentation: Stephanie Tuin, City Clerk

3. Contract with Mesa County Clerk and Recorder to Conduct the Regular Municipal Election on April 7, 2015 [Attach 3](#)

The City has adopted the Municipal Election Code which authorizes the election to be by mail ballot. It is recommended that the City again contract with Mesa County Clerk and Recorder to print, mail, and tabulate the ballots as they have the equipment on site to perform these functions. The contract with the Mesa County Clerk and Recorder will not exceed \$46,000.

Resolution No. 02-15—A Resolution Authorizing a Mail Ballot Election in the City of Grand Junction for the Regular Municipal Election on April 7, 2015, and Authorizing the City Clerk to Sign the Intergovernmental Agreement with Mesa County Clerk and Recorder to Conduct said Election

®Action: Adopt Resolution No. 02-15

Staff presentation: Stephanie Tuin, City Clerk

4. **Building Inspection and Contractor Licensing Agreement** [Attach 4](#)

Requesting approval of a contract for building inspection and contractor licensing services with Mesa County. The agreement has served both the City and County well in the past and the recommended action will provide for the continuation of those services. The contract term is for two years.

Resolution No. 03-15—A Resolution Authorizing a Contract with Mesa County for Building Inspection and Contractor Licensing Services

®Action: Adopt Resolution No. 03-15

Staff presentation: John Shaver, City Attorney
Greg Lanning, Public Works and Utilities Director

5. **Mesa County Animal Services Agreement** [Attach 5](#)

The City has an ongoing, annually renewable agreement with Mesa County for animal control services within the City limits. The City pays the County a percentage of the Mesa County Animal Services' budget based upon the City's percentage of total calls for service.

Action: Approve and Authorize the Mayor to Sign the 2015 Agreement between Mesa County and the City of Grand Junction Pertaining to Animal Services

Staff presentation: John Shaver, City Attorney

6. **Purchase of an Agricultural Weed Abatement Tractor with Attachments** [Attach 6](#)

The request to purchase an agricultural tractor to include attachments is in conjunction with a Fleet Services recommended reduction/redeployment of fleet assets plan implemented in January 2014 within the Parks Operations Divisions. The purpose of the plan is the reduction of aging/underutilized fleet equipment which will result in an overall cost savings to the General Fund by reducing equipment rental and repair charges assessed to the Parks Department.

Action: Authorize the City Purchasing Division to Enter into a Contract with U.S. Tractor & Harvest for the Purchase of an Agricultural Weed Abatement Tractor with Attachments in the Amount of \$155,300

Staff presentation: Rob Schoeber, Parks and Recreation Director
Jay Valentine, Internal Services Manager

7. **Outdoor Dining Lease for Bar One, LLC dba The Local, Located at 336 Main Street** [Attach 7](#)

Bar One, LLC, located at 336 Main Street, is a new tenant occupying the former location of Loree's Seafood & Steak House. As a new business entity, Bar One, LLC, is requesting a first-time Outdoor Dining Lease for an area measuring approximately 275 square feet directly in front of their building. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their licensed premise and allow alcohol sales in this area. The outdoor dining area comprises the same enclosed sidewalk dining area previously occupied by Loree's.

Resolution No. 04-15—A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Bar One, LLC dba The Local, Located at 336 Main Street

®Action: *Adopt Resolution No. 04-15*

Staff presentation: Harry M. Weiss, DDA/DGJBID Executive Director

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

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

8. **Public Hearing—Rezoning and Approving an Outline Development Plan for the Grand Junction Housing Authority Senior Living Planned Development, Located at 805 Bookcliff Avenue** [File #PLD-2014-447] [Attach 8](#)
[Written Comments Submitted](#)

The Grand Junction Housing Authority is requesting approval to rezone 3.763 acres from R-16 (Residential – 16 units per acre) to PD (Planned Development) with a default zone of R-24 (Residential – 24 units per acre) and recommendation to City Council of approval of an Outline Development Plan (ODP) for the Grand Junction Housing Authority (GJHA) Senior Living Planned Development, Highlands Apartments.

Ordinance No. 4652—An Ordinance Rezoning Approximately 3.763 Acres from R-16 to PD (Planned Development) and Approving the Outline Development Plan (ODP), Grand Junction Housing Authority Senior Living Planned

Development – Highlands Apartments (aka The Epstein Property), Located at 805 Bookcliff Avenue

®Action: Adopt Ordinance No. 4652 on Final Passage and Order Final Publication of the Ordinance in Pamphlet Form

Staff presentation: Lori V. Bowers, Senior Planner
Kristen Ashbeck, Senior Planner

9. **Public Hearing—Comprehensive Plan Amendment and Rezone for Baker’s Boutique, Located at 726 24 Road** [File #CPA-2014-418 and RZN-2014-419]

[Attach 9](#)

Request approval to change the Comprehensive Plan Future Land Use Map designation for property located at 726 24 Road (0.86 +/- acres) from "Park" to "Village Center" and to rezone from CSR (Community Services and Recreation) to B-1 (Neighborhood Business) zone district in anticipation of future neighborhood business commercial development

Resolution No. 05-15—A Resolution Amending the Comprehensive Plan Future Land Use Map of the City of Grand Junction from Park to Village Center for Baker’s Boutique, Located at 726 24 Road

Ordinance No. 4653—An Ordinance Rezoning the Baker’s Boutique Property from CSR (Community Services and Recreation) to B-1(Neighborhood Business), Located at 726 24 Road

®Action: Adopt Resolution No. 05-15 and Adopt Ordinance No. 4653 on Final Passage and Order Final Publication of the Ordinance in Pamphlet Form

Staff presentation: Scott D. Peterson, Senior Planner

10. **Construction Contract for the Persigo Wastewater Treatment Plant (WWTP) Primary Anaerobic Digester Cover Improvements Project** [Attach 10](#)

This request is for the construction of the Primary Anaerobic Digester Cover Improvements Project at the Persigo WWTP. This project includes removing the existing 32 year old gas sludge mixing system and replacing it with a new highly efficient mechanical sludge mixing system. In addition to the new mixer, the anaerobic digester cover will have corroded steel sections repaired and a new coat of industrial wastewater epoxy paint applied on the cover to protect the steel cover from the corrosive environment.

Action: Authorize the Purchasing Division to Execute a Construction Contract with Velocity Constructors, Inc. for the Construction of the Primary Anaerobic Digester Cover Improvements Project at the Persigo WWTP in the Negotiated Amount of \$586,500

Staff presentation: Greg Lanning, Public Works and Utilities Director
Jay Valentine, Internal Services Manager

11. **Non-Scheduled Citizens & Visitors**
12. **Other Business**
13. **Adjournment**

Attach1

**GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
November 3, 2014 – Noticed Agenda Attached**

Meeting Convened: 3:00 p.m. in the City Auditorium

Meeting Adjourned: 8:00 p.m.

Council Members present: All Council. Staff present: Englehart, Shaver, Moore, Romero, Evans, Tice, Valentine, Starr, Watkins, Camper, Hazelhurst, Schoeber, Lanning, Kovalik, Finlayson, Roper, Rainguet, Prall, Gilbertson, and Tuin.

Agenda Topic 1. The Colorado Mesa University (CMU) Sports Commission presentation

Rick Taggart, Jen Stoll, and Derek Wagner with CMU were present. Mr. Taggart advised that by forming a sports commission, they will be able to seek outside sporting events to come to Grand Junction. A commission will compete for events nationally and regionally. Bringing events to town will bring a positive economic impact to the community via the dollars spent by visiting families and participants while in town. This will include traditional and non-traditional events, with State and Regional competitions. The events will benefit the community by contributing to diversity and stability of the local economy.

Ms. Stoll identified the vision to establish the greater Grand Junction Sports Commission and the mission. She detailed the funding sources, the creating of the 501 (c)(3), establishing the board of directors from the funding partners, and developing organizational bylaws. The next steps will be the strategic and tactical, which will be the marketing materials, traveling to industry tradeshows, conducting a comprehensive facility/venue assessment, a calendar audit, and hosting a post audit stakeholder workshop.

The current funding has been from CMU at over \$138,000 annually. Through a partnership of community entities and resources, an opportunity exists to expand sport tourism in the community. CMU will take the lead. They have spoken to Fruita, Palisade, and Mesa County. Right now they are asking for City participation and funding, and a designated liaison from the City.

Councilmember Susuras asked for clarification if the funding was for 2015 or 2016. Mr. Taggart said for 2016. Council President Norris asked if the money is needed in 2015 to bid on future events. Mr. Taggart said they must first identify events that fit this market.

City Manager Englehart said Council could allocate for 2015, and if it continues, then approach the Economic Development (ED) partners. It was agreed by Council to contribute \$15,000 for this upcoming budget year, but there was no future commitment at this time.

Budget Workshop

City Manager Englehart introduced this item and said he was very proud of this budget process and of the work Staff has done. This budget was well thought out, and City Manager Englehart believes there is a light at the end of the tunnel. The Council will see a very conservative approach; a reduction in labor and in operations. There is a reduction overall even with the inclusion of changes. There is an increase in the facilities accounts. Throughout this review, there will be some decisions that will need to be made.

Agenda Topic 2. City Council's Economic Development Fund

Financial Operations Director Jodi Romero advised sales and use taxes are up 4.8% for this month. Council President Norris asked what the last 3 month average was. Ms. Romero responded about a 4.5% increase.

City Manager Englehart said Council will notice on the Economic Development (ED) worksheet the changes are highlighted. Ms. Romero said they are all reflected from the last discussions at the workshop. The changes are: Item #10, the Arts Commission budget was moved to this section; Item #28, for Catholic Outreach, the 2014 contingency will be used at Council's direction; Item #35, the Advertising and Marketing Plan was added with the use of contingency, this is for associated costs in marketing; Item #39 is for Grand Junction Economic Partnership (GJEP) Job Incentive Program which will be earmarked and set aside for 2016; Item #41 is the \$15,000 for the Greater Grand Junction Sports Commission just presented by CMU; and Item #42 is the Museum's request of \$115,553. City Manager Englehart noted the potential revenue source for the Museum's request is the Haywood Trust in the amount of \$78,500. This Trust was left to the City for disbursement with the stipulation it be used for museums or libraries. City Attorney Shaver said the Trust is not specific and Council could use their judgment on disbursement. Consideration can be deferred until after the meeting on November 13th with Museum representative Peter Booth.

Agenda Topic 3. Wrap up Capital

City Manager Englehart noted that the discussion will begin where it left off. Referring to the Capital Projects Worksheet, he noted Items #21 and #25 were added back in (Leach Creek Flood Control Dam and the VA Hospital turn lane).

Financial Operations Director Jodi Romero noted Parks and Recreation starts on line #27. Rob Schoeber, Parks and Recreation Director, began his presentation. He reviewed the request and the funding sources including Open Space Fees, Conservation Trust Fund proceeds, and grant funding. Major projects included Riverfront Trail repair, Las Colonias Park development, and Matchett Park development.

Councilmember McArthur asked about impact of the Yellow Billed Cuckoo on projects. There was a discussion on timing, the comment period, and getting the local Fish and Wildlife staff involved in the planning. City Attorney Shaver explained the cuckoo has been designated as endangered; the designation of habitat is what is at issue now.

Councilmember Boeschstein expressed that the State Department of Natural Resources is on the City's side; they are aware there was only one isolated sighting of the cuckoo bird.

Mr. Schoeber said Item #29 has been broadened for grant matching to include both Matchett and Las Colonias Parks. These would be grants with matching funds. Ms. Romero explained the only impact on the Capital for Parks and Recreation is for Item #31, cemetery repairs.

City Manager Englehart noted that Council has allocated over a million dollars in the Parks Fund over the last two years to get all the facilities rated "poor" into the "good" category. The only remaining one is Whitman Park.

Councilmember Chazen voiced concern that capital is not being allocated for maintaining the infrastructure already in place. Mr. Schoeber said that \$2 million was spent on 16 capital projects in recent years. The only items remaining are the restrooms at Emerson and Whitman Parks; otherwise the parks system is in good shape.

Councilmember Boeschstein complimented Staff on a good job of going through each park and systematically upgrading them with ADA improvements.

Councilmember Traylor Smith asked about lights at Cronkite Park. She was contacted by someone in the private sector who said if there were lights there, they would use the Park at night. City Manager Englehart said this could be a project for the Sports Commission to address.

Mr. Schoeber said for Item #30, skate park improvements, they will work with the local skateboarders at both parks. \$10,000 is in this year's budget with the additional \$15,000 in 2015. Item #31 is the Cemetery Irrigation repair and replacement which will replace a 60 year old system. Item #32 will be grant funding from DOLA for landscaping and design of the amphitheater at Las Colonias Park. Councilmember Boeschstein asked if this included the grant from the Lions Club. Mr. Schoeber said they contributed \$10,000 just for the design, but they have committed \$300,000 over five years for the amphitheater. Item #33 is the Horizon Park Pipe project which will be a partnership with Grand Valley Water Users (GVWU). On the west end of the Park there is an open gate which has been a safety issue. The City will pipe the entire canal from east to west and GVWU will do the gate work. Item #34 is the sliding glass door replacement at Orchard Mesa Pool.

Councilmember Boeschstein asked about the Urban Trails Committee and the projects noting they are going to provide a list of trail projects. City Manager Englehart said they are still working on the re-organization of the Urban Trails Committee, but they are going to assess

and re-do the old Master Plan. In the meantime some of the trails have been taken care of in the "Safe Routes" program. Both the Horizon Drive Trail and the pathway to the Fairgrounds were mentioned as priorities.

Next, Convention and Visitor Services (CVS) was addressed. CVS Director Debbie Kovalik explained Item #36 is two warming cabinets which are needed to transport food from Two Rivers to the Avalon for events. City Manager asked Ms. Romero if the item could be moved into this year since it was such a small amount. Ms. Romero said there would be funds for this in 2014.

Under Facilities, Internal Services Manager Jay Valentine provided an update on the facilities assessment to include Two Rivers and other buildings. They are just waiting for the data to be compiled. Once this report is completed they will have a computer program which help put estimates together for repair and critical replacements of systems. The \$100,000 proposed for 2015 will address the most critical items.

City Manager Englehart said with those projects, the capital budget is in balance. Items on the back of the work sheet are the "B" list. The Fire Departments Hydraulic Stretchers were debated as to whether to replace all of them at once or a few at a time. That has not been decided.

That concluded the capital discussion.

Agenda Item 4. Fund Balance Summary

City Manager Englehart referred to the Fund Balance Summary worksheet which identified where each of the funds stood currently.

Ms. Romero updated the Council on where she anticipates the funds being as of 2015. She said they are estimating \$19.2 million in the General Fund which will be \$725,000 above the minimum reserve of \$18.5 million. The Enterprise Fund balances are down, Internal Services Funds are up. The projected 2014 ending and 2015 beginning fund balance is \$54.2 million, which is a better position than last year. There will be more information provided at the November 17th workshop.

City Manager Englehart said right now there is \$725,000 available for allocation. They will have a menu of options for Council to consider to allocate those funds. Last year they were able to balance to \$18.5 million, so this year is a better position than last year.

Agenda Item 5. TABOR Calculation

Ms. Romero referred to the TABOR calculation handout noting the local growth rate and the Denver/Boulder CPI allowed growth of 3.73%. She explained the calculations. There are two

properties that did not get their tax exempt status filed on time but the City did not include them in the calculations as it would artificially inflate the City's local growth component. City Attorney Shaver advised the entities have now filed their forms, but since they were not on time, it will affect the final certification.

Councilmember Chazen asked when the City can defease the Riverside Parkway bonds. Ms. Romero said the earliest is 2021, with full payoff in 2024.

Agenda Item 6. General Fund Overview 2015 and 2015 Outlook

Ms. Romero explained the handout sheet which shows the 2014 adopted and 2014 amended budget, the 2015 requested budget, and in the last column, the change.

Councilmember Susuras asked Ms. Romero the reason for the \$2 million increases in sales tax and how that is calculated. Ms. Romero said there are several economic indicators which lead them to project a 3% increase in sales tax collection. They believe that is a conservative estimate.

City Manager said that with the indicators in the valley, with the new Wal-Mart and Subaru moving to a new location and bringing in a new franchise, these are the factors on which they based the budget.

Councilmember Chazen asked to define Intergovernmental Revenue. Ms. Romero explained these are grants, both State and Federal. The transfers in are CDBG, the \$500,000 CMU for the classroom building, the share of the CDBG funds that pay the salary of the coordinator, and the Cemetery Perpetual Care Fund interest.

City Manager Englehart noted increases in 2015 are due to making up in interfund accounts for Fleet and IT. Ms. Romero said reductions in labor and operations are due to making Facilities its own Internal Services Fund.

Agenda Item 7. General Fund Department Budgets

Ms. Romero reviewed the highlights by Department in the General Fund and their corresponding line item changes. Every area was impacted by health insurance increases, the creation of Facilities as an Internal Service Fund, and the increase in interfund charges for facilities, utilities, and information technology. Other factors include costs for the election, the "Safe Routes to Schools" project, completion of the COPS and other grants, and increase in utility costs.

Councilmember McArthur asked if worker's compensation is self-insured. Dave Roper, Risk Manager, replied yes and explained how the City determines the budget based on experience.

Ms. Romero reminded them that part of the reduction in the Parks and Recreation budget was due to moving the Arts Commission Grants to the Council's budget.

Councilmember Chazen said that he would like to see IT, Fleet, and Facilities compared from last year to this year.

Agenda Item 8. Labor Budget Overview

City Manager Englehart explained there are several options in this area that Council can use the \$725,000 mentioned earlier.

Claudia Hazelhurst, Human Resources (HR) Director, began her presentation with some statistics relative to the City. The City is the 8th largest employer in Mesa County, currently there are 641 full-time employees; this is down from a high of 701 in 2009; the seasonal and part-time employees are at 317 during peak season, and there are 178 different jobs within the City organization.

Ms. Hazelhurst briefly described the reduction of the 12 positions and the addition of 18 positions from 2012 to current. Ms. Hazelhurst explained the City is continuing to look at how to do business.

Councilmember Boeschstein asked Ms. Hazelhurst to explain how the City endured the recession. Ms. Hazelhurst explained the City took their time and did a staff reduction program. There was also a pay decrease across the board.

Ms. Hazelhurst addressed the pay philosophy and the four tenets that HR looks at: the City stays fiscally responsible to its citizens; it is a market-based plan; it attracts, develops and retains a highly qualified workforce; and it maintains competitive pay by not leading or lagging the prevailing market.

Ms. Hazelhurst recapped the pay increases since the reduction. The trends that were seen in the wage market was a growth of 1.1% projected in changes in pay ranges for the market in 2015. The Front Range growth as compared to the Western Slope projections for 2015 is 1.4% versus 1%. The local public sector employers are reporting pay adjustments of 3.9% for School District #51, 2.5% for the State, 2.6% for CMU, and 3.7% for Mesa County. Ms. Hazelhurst said the administrative support and labor trades are now at or slightly above market.

Council President Norris asked about Public Safety wages. Ms. Hazelhurst reported these are still under market. She advised overall there are still 117 employees at or above market.

Councilmember Chazen asked about performance adjustment versus a market adjustment. He asked about when proficiency comes into the picture and this was explained by Ms. Hazelhurst.

Ms. Hazelhurst explained the benefit comparison to market with the same group of employers. The City is starting to fall a little behind, but HR continues to watch this. She explained the City is doing much more with the wellness initiative compared to other agencies. The City has relatively low health insurance premium increases and the City has added other programs to help impact health care costs.

Dave Roper, Risk Manager, explained the recent benefit change history and the history of health insurance cost increases. Mr. Roper said the City really doesn't know increases or decreases until the end of the year. Rocky Mountain Health Plan has always worked with the City on cost control measures. The City looks at the long term rather than the short term for cost control.

Ms. Hazelhurst begin with wage and benefit trends with the minimum wage increase, legislative mandates that impact pay, benefit coverage and costs, the retirement of employees increasing in the next 3-5 years with a quarter of the workforce retiring, rising health care costs for both employees and employers, and labor increases for specialized positions in the coming years.

Councilmember Chazen inquired about any unfunded liability in the Retiree Health Program advising he would like to full picture before deciding on the allocation of the \$725,000.

Dave Roper, Risk Manager, John Shaver, City Attorney, and Sonya Evans, Finance Supervisor, gave a briefing of the difference between what is an unfunded liability, and what counts as assets, with the retiree health care benefit. The City employees fund the liability. Mr. Roper said the Government Accounting Standards Board (GASB) rules do not allow the City to count the funds paid by employees as an asset since it is employee-funded and not in a trust.

City Manager Englehart suggested the City Council use the \$725,000 for a partial implementation of the market adjustment noting four options being presented. They are full implementation of the market in 2015; implementation over 2 years of 2.5%, implementation over 2 years of 1.25%, or an across the board adjustment of 1%. In addition to that, the employee share of health insurance premium increase, which is approximately \$36,000 could be covered by a portion of the health rebate from Rocky Mountain Health Plans (RMHP). The majority of the Council was in favor of the implementation over 2 years at 2.5% and picking up the employee share of the premium increase. City Manager Englehart said Council could even re-evaluate it mid-year to include the other portion of the market implementation if revenues are above projections.

Also Mr. Englehart asked the Council to use a portion of the \$725,000 to extend the Parks Patrol program.

The majority of Council was in favor of a partial market adjustment implementation at the 2.5% level, covering the employee portion of health premium increases, and extending the Parks Patrol program.

It was agreed to continue with Enterprise and Internal Services Funds at the next workshop on November 17th and to start earlier.

With no further business, the meeting adjourned.

**GRAND JUNCTION CITY COUNCIL
MONDAY, NOVEMBER 3, 2014**

**WORKSHOP, 3:00 P.M.
CITY AUDITORIUM
250 N. 5TH STREET**

To become the most livable community west of the Rockies by 2025

- 1. Colorado Mesa University (CMU) Sports Commission**
- 2. Updated Economic Development Listing**
- 3. Wrap up Capital**
- 4. Fund Balance Summary**
- 5. TABOR Calculation**
- 6. General Fund Overview 2015 and 2016 Outlook**
- 7. General Fund Department Budgets**
- 8. Labor Budget Overview**
 - Workforce, Staffing**
 - Pay Philosophy, Wages, Market**
 - Health**
 - 2015 Budget and Other Considerations**
- 9. Enterprise Funds**
- 10. Internal Service Funds**
- 11. Board Reports**
- 12. Other Business**

**GRAND JUNCTION CITY COUNCIL
AND MESA COUNTY BOARD OF COUNTY COMMISSIONERS
JOINT WORKSHOP SUMMARY
November 10, 2014 – Noticed Agenda Attached**

Meeting Convened: 2:03 p.m. in the Administration Conference Room

Meeting Adjourned: 3:50 p.m.

Council Members present: Boeschenstein, Chazen, McArthur, Norris, Susuras, Traylor Smith; Doody was absent.

Commissioners present: Acquafresca, Justman, Pugliese.

City Staff present: Englehart, Shaver, Moore, Romero, Lanning, and Peterson.

County Staff present: Pete Baier, Tom Fisher, Dave Frankel, Connie Haun, and Mike Meininger.

Guests present: Katie Goddeyne, Daily Sentinel; Travis Khachatorian, KREX.

Agenda Topic 1. Tax Classification Issue

Discussion centered around taking an exception on the exempt status of St. Mary's campus, valued at \$145 million. City Attorney John Shaver explained how their 2013 tax exemption is still pending. The timing of the certificate is at issue, along with its impact on TABOR calculations. Per statute, when the County Assessor certified the tax roll, she had to list the property as taxable; only the State can grant retroactive exemption. There is no case law on point. No one really expects St. Mary's to pay taxes, but the City and County do not agree on how this will be addressed in the respective budgets. The City plans to speak with legislators to get the statute modified (exempt until changed instead of annual certification) to prevent this in the future.

Agenda Topic 2. Orchard Mesa Pool Agreement

The agreement between the City, County, and School District resolves issues regarding pool ownership, operation, and responsibilities. A suggestion was made for the Pool Board to meet monthly, perhaps as a sub-group of the Parks Improvement Advisory Board. Everyone agreed this resource is very important to the community.

Select Pool Board Representative: Councilmember McArthur will represent the City and Commissioner Pugliese will represent the County. Mr. Englehart will contact the School Board and have them appoint a representative.

Set a Meeting to Look at 2015 Capital Budget: This will be added to the November 19 City Council agenda.

Agenda Topic 3. Persigo Opportunity to Purchase Fire Station #4

City Manager Rich Englehart reviewed how the City has been looking at a satellite Persigo operation to provide better response times and more efficient, cost-effective service. Public Works Director Greg Lanning provided details for discussion, including alternative locations and costs, equipment and office space needs, estimated labor, fuel, and equipment cost savings, and a projected time line. A cost benefit analysis was reviewed, similar to the one used for the Grand Valley Transit process. Discussion ensued about having a Joint Persigo Board meeting to discuss the budget; County Commissioners want a joint meeting to discuss the general budget, long-range planning, and strategy items in depth, while the City Council prefers to rely on Department Managers for operational decisions and budget recommendations executed under Council/Board direction. Mr. Lanning offered to answer questions and provide any requested information after the November 17 and 18 budget presentations; handouts (slides) were distributed. Further discussion centered around the ideal location of a new satellite operation and the need to look at all possible properties and sharing arrangements.

Agenda Item 4. Off Highway Vehicles

Commission Chair Justman presented this item regarding off road vehicles (ORVs) driven on Mesa County roads; he explained how a minimum level of liability insurance will be required, along with a Parks and Wildlife sticker, valid driver license, working tail lights, and other equipment; maximum speed limit will be 35 miles per hour; the current agriculture exemption remains. Council agreed there is a need for information about the connecting roads to be covered by this legislation. Comments must be submitted before the Commission's second reading scheduled on November 17.

Agenda Item 5. Economic Development Update

City Manager Englehart noted that the internal website is available now; additional functionality will be added prior to making it available to the public. The Industrial Land Analysis is complete. Funding for the North Avenue Catalyst pilot project (within City limits) has been approved for \$50,000 this year; they are looking at \$50,000 next year as well.

Funding for Marketing Plan: \$137,000 has been approved; the County is still talking about budgeting \$30,000 for this.

Funding for Foreign Trade Zone: Discussions continue about funding; next step is to hire someone to do an analysis of this.

City Council Workshop Summary November 10, 2014

Wireless and Broadband: It may be possible to use the 911 Communications Board surcharge for the wireless communication plan; another good joint project would be the Broadband Master Plan.

Brief discussions also ensued regarding the Sports Commission, which will be further discussed later in the month; and a new entry into the fairgrounds along with a new name for that street.

Agenda Item 6. Capital Plan Coordination

Commissioner Acquafresca led this discussion about road safety issues and grant opportunities in the first quarter of 2015. Safety issues involving both the City and County have been identified as 22 Road, 29 Road, and the missing piece of sidewalk on Orchard Avenue. All agreed to keep the projects moving forward as funding becomes available. It was noted that a new safety procedure has been implemented since the last meeting, requiring a City utility sign-off prior to the County issuing a permit inside the 201 boundary.

Agenda Item 7. Other Business

With no further business, the meeting adjourned.

AGENDA
CITY OF GRAND JUNCTION, CITY COUNCIL
MESA COUNTY, BOARD OF COUNTY COMMISSIONERS
JOINT WORKSHOP SESSION
ADMINISTRATION CONFERENCE ROOM
CITY HALL, 2ND FLOOR
250 N. 5TH STREET
GRAND JUNCTION, COLORADO
MONDAY, NOVEMBER 10, 2014, 2:00 P.M.

1. **Tax Classification Issue**
2. **Orchard Mesa Pool Agreement** *Attachment*
 - Select Pool Board Representative
 - Set a Meeting to Look at 2015 Capital Budget
3. **Persigo Opportunity to Purchase Fire Station #4**
4. **Off Highway Vehicles**
5. **Economic Development Update**
 - Funding for Marketing Plan
 - Funding for Foreign Trade Zone
6. **Capital Plan Coordination**
7. **Other Business**

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
November 17, 2014 – Noticed Agenda Attached

Meeting Convened: 3:05 p.m. in the City Auditorium

Meeting Adjourned: 7:15 p.m.

Council Members present: Boeschstein, Chazen, McArthur, Norris, Susuras, and Traylor Smith. Staff present: Englehart, Shaver, Moore, Romero, Evans, Hazelhurst, Kovalik, Starr, Tonello, Lanning, Guillory, Gilbertson, Finlayson, Taylor, Camper, Roper, Schoeber, Tice, Bowman, Valentine, and Tuin. Also present were Amy Jordan and Ben Johnson from the Grand Junction Regional Airport.

City Manager Englehart mentioned discussion on Agenda Topic #2 will be delayed until Fire Chief Ken Watkins arrives.

Agenda Topic 1. Foreign Trade Zone Consultant

City Manager Englehart introduced the item; he mentioned funds had been set aside for this from the Economic Development Fund and asked Council for direction on scheduling approval of the contract. Elizabeth Tice, Management and Legislative Liaison, defined Foreign Trade Zone (FTZ), explained the areas in which it provides tax free commerce, and listed the benefits a FTZ could provide the local economy. She explained a specialist in international trade is needed to determine if this certification would benefit the Grand Valley. The individual chosen is David Spooner; he will provide a cost benefit analysis detailing the risks and expenses for the City, and the benefits it would provide to the City, local businesses, the community, and other economic development efforts. If the City decides to proceed after receiving this information, he will also provide details on how to obtain a FTZ certification. The agreement is to pay an hourly rate for services not to exceed \$50,000; this amount has been budgeted.

Councilmember Susuras asked if the \$50,000 is a retainer and if the cost will go over \$50,000. Ms. Tice said it is not a retainer; the amount of \$50,000 was determined by Staff as a maximum spending limit. City Attorney John Shaver explained the budget limit and hourly rate were set to ensure there would not be any ongoing costs.

Councilmember McArthur asked how much Mr. Spooner's hourly rate is. City Attorney Shaver said the negotiated rate is over \$600 per hour.

Councilmember Susuras asked for clarification on when materials and products are taxed. Ms. Tice said companies would not pay tax on materials coming into the country to be used for manufacturing and no tax would be paid if the completed product is

shipped overseas or to another FTZ. The only time tax would be paid is if the completed products entered the U.S. economy.

Councilmember McArthur asked who approves FTZ certifications. Ms. Tice said the FTZ Board is comprised of the U.S. Secretaries of Commerce and Treasury.

Council President Norris asked how many people in the U.S. do this type of consulting work. Ms. Tice said the City had a difficult time finding people that specialize in this process.

Councilmember Boeschstein asked if this contract was competitively bid. Ms. Tice said this was a sole source bid. City Attorney Shaver explained professional services contracts can be exempt from competitive bids because it is based on the credentials and qualifications of the respondents.

Councilmember Boeschstein asked if local companies dealing in international trade and if the Grand Junction Regional Airport (GJRA) had been contacted regarding the City pursuing this certification. Ms. Tice said they have spoken with Amy Jordan and Ben Johnson from the GJRA. Ms. Jordan said the GJRA Authority Board is interested to see the analysis results. Councilmember Boeschstein said Seth Anderson of Loki, LLC is interested in the FTZ.

Councilmember McArthur asked if the proposed FTZ will extend to Montrose. Council President Norris said the estimated radius is 60 miles, but it is subject to change. Councilmember McArthur suggested contacting Montrose to see if they would be willing to share the cost.

Councilmember Susuras introduced Amy Jordan and Ben Johnson from GJRA, who were present.

Councilmember Chazen asked for clarification on what services will be provided for the \$50,000 and expressed concern that the cost would exceed this amount. Ms. Tice said in addition to the previously mentioned services, Mr. Spooner will also help identify the total cost of the certification process. City Attorney Shaver advised the fee agreement will include periodic updates from Mr. Spooner.

Councilmember McArthur asked if the cost benefit analysis will be specific to Grand Junction and the Western Slope. Ms. Tice said that the benefit side of the report will be tailored to the local area. The Economic Development partners are in the process of identifying companies that might benefit from this certification.

Council President Norris said this part of the process will help the City determine if the certification will help current companies and recruit companies to the area which would be an economic development component. She asked if the City is willing to spend \$50,000 to see if this is something that will help local companies grow.

City Manager Englehart said he and Ms. Tice met with the County Commissioners; they were interested in this project. He feels it is worth pursuing and noted the budgeted amount would come from budget years 2014 and 2015.

Council President Norris mentioned Councilmember Traylor Smith would like to be the Council's representative on this committee and asked if Council is in agreement with pursuing this project. All in attendance agreed.

City Manager Englehart asked for approval of the consulting contract to be added to the November 19th Consent Calendar.

Agenda Topic 2. Circulatory and Cardiac Malfunction Insurance – To be discussed later.

Agenda Topic 3. Budget Workshop

City Manager Englehart reviewed the agenda.

Revised Economic Development Worksheet

Regarding the Museum requests, City Manager Englehart asked for clarification and direction on how \$78,500 from a Trust Fund should be distributed to the local Museum.

There was a discussion on the Museum's specific request with the majority of Council wanting to limit funding to the Museum facilities within the City limits. The County's ballot question in 1974 for Museum funding was brought up with the question of the amount, the discretionary language in the ballot question, and the validity of the obligation since it has not been certified for many years.

The City Council agreed to appropriate the Trust Funds for Museum and Library purposes and to meet with Museum officials before deciding on the distribution.

Councilmember Doody entered the meeting.

Regarding the Colorado Mesa University (CMU) Sports Commission, City Manager Englehart referred to line 8 in the worksheet regarding their request. The other contributors to the Commission understood it was a 2015 request and planned to donate in 2015; the City will move the fund allocation from 2014 to 2015.

Revised Capital Worksheet

Ms. Romero stated the Mesa County Federal Lease Grant for the Public Safety Training Facility has been added as line 8 in the worksheet; this was the only change.

City Manager Englehart said CMU asked the City to run this project through the City's procurement system and they will manage it. The City will appropriate funds for the

whole project, however, once the project is complete the asset needs to be transferred from the City to either the County or CMU.

City Attorney Shaver said the request states the City is ceding the money “for and on behalf of the Law Enforcement and Fire Training Center”.

City Manager Englehart said this is a three way partnership between the City, County, and CMU.

Councilmember Boeschstein asked if the water line was Clifton’s and if they would be participating. Bret Guillory, Engineering Program Supervisor, said Clifton Water will be donating a 100,000 gallon tank.

City Manager Englehart said that amount is a carry forward to 2015; the whole amount will be appropriated.

Fund Balance Worksheet

Ms. Romero said the Fund Balance Worksheet includes the partial market implementation for labor, the health insurance increase, and Parks Patrol additional hours. She noted some General Fund highlights: the projected 2015 ending fund balance, 2014 budget savings, and a possible second payment from the Avalon Theatre Foundation (ATF) in the amount of \$250,000. This would leave an estimated \$415,000 that Council could appropriate.

City Manager Englehart feels the City will be able to reconcile fully with the ATF in 2015. If these funds become available, it can be earmarked for capital. He mentioned the City has applied for a Department of Local Affairs (DOLA) grant for Leach Creek which may free up an additional \$200,000.

Councilmember Boeschstein asked about the status of the Avalon marquee and if there is funding.

City Manager Englehart said there are a number of items that weren’t part of the initial project scope for the Avalon but are critical to the operations. ATF will continue to sell pavers and focus on funding these items. The ATF is talking about starting Phase II in three to five years.

Councilmember Chazen asked for clarification on transfers and the contingency fund.

Ms. Romero pointed out the contingency detail in the right hand column of the worksheet and explained the rest of the worksheet. She detailed the transfers in which included the portion of the Community Development Block Grant that pays a portion of the coordinator’s salary, the transfer from the Cemetery’s perpetual care fund, and the self-insurance portion of the health insurance. The contingency amount is from the Council’s ED Fund Worksheet, line 41.

When asked for details on the increase of expenditures, City Manager Englehart explained that operations and personnel expenses are down from last year. The increase is due to Internal Service Charges (Fleet, IT, and Communication Center) and some grant projects.

Council President Norris suggested Councilmember Chazen review the analysis and bring back to Council anything he feels should be discussed further. She also noted the City is short police officers and currently their pay is not at market; she asked Councilmember Chazen to look at this issue as well.

Ms. Romero mentioned they will also discuss a restructure of the golf debt, but it will be a separate discussion. She noted the detail for the Interfund Charges are on slide #6.

Interfund Charges Followup

Ms. Romero said the major changes to Interfund Charges are for Fleet Services, Facilities, and IT.

Internal Services and Enterprise Funds Capital Project Worksheet

Ms. Romero mentioned some capital projects have been deferred to 2016 and 2017; the projects in these funds have their own source of revenue.

Greg Lanning, Public Works and Utilities Director, reviewed proposed capital projects in both the sewer and water enterprise funds. Projects included flowline replacements and water efficiency improvements at Somerville Ranch. All of the projects are programmed in the Fund's ten year capital plans. There are no capital expenses planned for Solid Waste or Ridges Irrigation in 2015. An updated rate sheet was distributed.

Councilmember McArthur asked if grants are available for water line replacements. Mr. Lanning said historically the City has applied for and received low interest loans for such projects. Grants are typically not available for this type of project.

Councilmember Boeschstein asked if fire flow is adequate in urbanized areas. Bret Guillory, Engineering Program Supervisor, answered fire flow is very good within the City system. Some areas Ute Water services may need some upgrades.

Mr. Lanning said on the operations side there is a proposal to move Water Administration Services out of their current building into the old engineering building. This would allow better use of the current building and they would lease the engineering building from the General Fund for \$18,000/annually.

Agenda Topic 2. Circulatory and Cardiac Malfunction Insurance

Ms. Tice introduced the item and provided background on the legislation that mandates this insurance for Fire Fighters. The law requires payments to Fire Fighters for specific circulatory and cardiac malfunctions. She reviewed the available options: joining a trust, purchasing insurance through a vendor, or self-insurance. DOLA will reimburse municipalities the first year's premiums.

Discussion ensued regarding the impacts, the costs, and how best to offer this insurance by January 1st, through a statewide trust or self-insurance. Staff advised they will continue to evaluate the options and bring back a recommendation to Council. No decision was required at this time.

Agenda Topic 3. Budget Workshop (cont.)

Internal Services Funds

City Manager Englehart explained the Internal Services Funds are higher in 2015 than in previous years because the City has funds available to put back into the Internal Services Funds through the Internal Services charges. City Manager Englehart also explained why the Internal Services Fund expenses were higher; there has been extensive investments in IT, Fleet Services, and the Communication Center. Also noted is the upcoming review of software and the associated maintenance agreements. These significant increases should not be needed in 2016.

Ms. Romero reviewed the highlights listed on the City Council Budget Workshop handout for the following areas: Information Technology, Fleet, Self-Insurance, the Communication Center, and Facilities.

Fleet: Jay Valentine, Internal Services Manager, noted fuel costs have decreased and all vehicle solicitations ask for alternative fuel vehicles to be included in the bid. He has set a fund balance target of \$1.5 million for Fleet Services.

Communication Center: Ms. Romero explained E911 transfers and noted they fluctuate depending on projects. She also mentioned some cost saving measures to be implemented.

City Manager Englehart added when the Communication Board makes the decision to use either wireless or broadband the capital expenses associated with the implementation, such as towers, will impact the budget.

There was a discussion on how 911 surcharges are assessed, the future funding of the Communication Center, and the challenges of advancing technology on operations and charges; these issues will require a larger discussion with the County.

Facilities: Ms. Romero said the Facilities operating budget remained flat; utility charges may increase up to 5% for 2015, which includes increases approved by the Public

Utilities Commission. It is hoped this increase will be offset by other cost saving measures such as the Solar Garden.

Enterprise Funds

Ms. Romero reviewed the highlights and noted the impacts of rate increases.

Persigo Presentation

Public Works and Utilities Director Greg Lanning introduced and reviewed this item. He noted that non personnel operations remained flat; however there are two personnel requests for a lab analyst and shift supervisor. Other increases are for capital expenses. He listed the major expenses from the Capital Projects handout.

There was a discussion regarding Persigo purchasing Fire Station #4, including the Station's suitability for Persigo operations. Mr. Lanning advised he will be presenting the Persigo budget to the County. Other items discussed were the Persigo Agreement, septic elimination plans, and Persigo's long term capital plans. It was noted that a new rate study is planned for 2015.

Golf Debt Restructuring

Ms. Romero introduced the topic noting a decrease in play which is a national industry trend. She reviewed the highlights and gave a brief history on the debt.

City Manager Englehart advised the golf debt has been a difficult challenge, but everything has been done on the operational side to bring this internal loan into balance. He noted without the Tiara Rado renovations the City would have probably lost the golf course, especially given the drought and the Redlands water situation in 2008.

Rob Schoeber, Parks and Recreation Director, referred to the Golf Course Comparisons handout and highlighted changes that were implemented this year which resulted in a reduction in expenses and increased revenue. He advised that a debt payment can be made in 2014, although it will be short of the goal by about \$77,000. Sales for season passes will add up to \$200,000 to the year end revenue projection.

City Manager Englehart said Council previously decided debt payments would be applied first to the driving range principal and then to interest.

Ideas were brought up to increase the number of rounds sold; concerns were expressed about competing with private industry and trying to drive volume by price.

Mr. Schoeber mentioned there has been discussion about restructuring Lincoln Park to be a family/student course and separating it from the Tiara Rado enterprise fund. Comments were favorable regarding restructuring Lincoln Park.

City Manager Englehart listed the options regarding the current debt: extend the debt by five years, extend the debt and lower the interest rate, or forgive the debt which would free up Conservation Trust Funds. The last option might create a TABOR issue. Councilmember McArthur suggested treating it like a line of credit loan.

The consensus was to extend the debt (option A), build up the fund, and review it again next year.

Parking Fund

Ms. Romero reviewed the highlights as listed in the handout.

Visitor and Convention Bureau

Ms. Romero reviewed the highlights as listed in the handout.

Deb Kovalik, Convention and Visitor Services Director, explained what some line items include: Professional Development includes trade show travel expenses and fees and Administrative Overhead includes a 5% administration fee from the lodging tax which covers support services. She addressed the amended 2014 projected increase; she remains cautious for 2015 with a 4% increase in the occupancy rate and has plans to work with those in the lodging industry on using internet booking and rates.

Two Rivers and Convention Center (TRCC)

Ms. Romero reviewed the highlights.

The TRCC building has been moved into the Facilities System; many repairs were done in 2014, so no capital improvements are listed for 2015 under this line item. Also noted was the decrease in Worker's Compensation premiums due to training and management.

Avalon Theatre

Ms. Romero reviewed the highlights as listed in the handout.

Ms. Kovalik explained the difference in the business plan from 2014 to 2015 is in large part due to unanticipated Interfund Charges (technology and facility charges) and the minimum wage increase.

Stuart Taylor, Convention Services Manager, reviewed opportunities and events at the Avalon Theatre; he is happy with the progress thus far.

Ms. Romero distributed a line item budget to the Council.

City Manager Englehart wrapped up the workshop saying it has been a good budget process, even with the challenges that remain. He looks forward to the upcoming year.

The Council requested a line item budget with 2014 Adopted Budget and 2014 Amended Budget included.

Agenda Topic 4. Board Reports

There were no Board Reports.

Agenda Topic 5. Other Business

There was no other business so the meeting adjourned.

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

DECEMBER 15, 2014

The City Council of the City of Grand Junction, Colorado met in Special Session on Monday, December 15, 2014 at 4:28 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschstein, Marty Chazen, Jim Doody, Duncan McArthur, Barbara Traylor Smith, Sam Susuras, and President of the Council Phyllis Norris. Also present were City Manager Rich Englehart and City Attorney John Shaver.

Councilmember McArthur moved to go into Executive Session to discuss the Purchase, Acquisition, Lease, Transfer, or Sale of Real, Personal, or other Property Interest under Section 402(4)(a) of the Open Meetings Law. Councilmember Chazen seconded the motion. Motion carried.

The City Council convened into executive session at 4:28 p.m.

Stephanie Tuin, MMC
City Clerk

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

DECEMBER 17, 2014

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, December 17, 2014 at 4:40 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschstein, Marty Chazen, Jim Doody, Duncan McArthur, Barbara Traylor Smith, Sam Susuras, and President of the Council Phyllis Norris. Also present were Claudia Hazelhurst, Human Resources Director, later City Manager Rich Englehart and City Attorney John Shaver.

Councilmember McArthur moved to go into Executive Session for Personnel Matters Under Section 402 (4)(f)(I) of the Open Meetings Law Regarding City Council Employees Specifically the City Manager and City Attorney. Councilmember Traylor Smith seconded the motion. Motion carried.

The City Council convened into executive session at 4:40 p.m.

Stephanie Tuin, MMC
City Clerk

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

December 17, 2014

The City Council of the City of Grand Junction convened into regular session on the 17th day of December, 2014 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boeschstein, Martin Chazen, Jim Doody, Duncan McArthur, Barbara Traylor Smith, Sam Susuras, and Council President Phyllis Norris. Also present were City Manager Rich Englehart, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Norris called the meeting to order. The audience stood for the Pledge of Allegiance led by Councilmember McArthur followed by a moment of silence.

Presentation

Present were: Management and Legislative Liaison Elizabeth Tice; John Maraschin, Executive Director of The Business Incubator Center (BIC); Diane Schwenke, President and Chief Executive Officer of the Grand Junction Chamber of Commerce (GJCOC); and Kelly Flenniken, Executive Director of Grand Junction Economic Partnership (GJEP).

The Economic Development (ED) Report was introduced and presented by Ms. Tice. She outlined the City Council's Economic Development Plan and the role of the City. Ms. Tice stressed how important the ED partnerships have been, and updated Council on the tools the ED Partners use to assess and report on the economy. She highlighted various City improvements, projects, and programs that have and will contribute to the community's ED: infrastructure improvements, competitive utility rates, supporting existing business, improving public amenities, and marketing the community. She highlighted the following examples: the 22 Road improvements, the BioCNG project, the Grand Junction Regional Communication Center's Wireless Master Plan, launching a new website, requesting Code revisions, investing in GJmakerspace, exploring a Foreign Trade Zone, renovating the Avalon Theatre, and investing in parks. These are just some examples of Council's vision and commitment to local leadership. She concluded with details of the Economic Development Marketing Plan goals.

Kelly Flenniken, Executive Director of GJEP, reviewed GJEP's 2014 achievements and marketing activities: 166 new contacts, 46 active prospects, 34 active leads, the Site

Selector's Ski Weekend, provided businesses with relocation and expansion services, partnered with the City on "shovel ready" projects, completed the first phase of GJEP's Long Term Vision, advanced the promotion of Piceance Basin gas to Pacific Rim countries, and expanded the marketing of the New West brand in various print and digital media. She went on to explain that in 2015, GJEP's goals are to grow four targeted outreach industries and two "monitoring" industries: aviation/aerospace, food/beverage/agriculture, healthcare, outdoor related industries, information technology/business, and energy. Ms. Flenniken concluded with GJEPS's Partner Goals and expressed how important these partnerships are to the community.

John Maraschin, Executive Director of the BIC, described their mission and vision and explained they are not a typical incubator; they also have small business development, an enterprise zone, and a commercial kitchen. He mentioned several successful businesses that began at the Incubator and some that are still with them. He reviewed the Incubator's 2014 accomplishments and highlighted GJmakerspace which started in 2014 with a \$40,000 grant from the City and has helped start four businesses. He detailed the number of new jobs and businesses created, jobs retained, and Riverview Technology Corporation's projects and master plan. He ended his review of 2014 noting the BIC's successes, and saying they are known as an innovative center. Mr. Maraschin gave an overview of what the BIC is looking forward to in 2015 which included growing GJmakerspace program, refreshing the Incubator program, and creating a venture accelerator program.

Diane Schwenke, President and CEO of the GJCOC, thanked Council and mentioned the ED partners have many of the same goals, which shows the strength of the partnerships. She described the Energy and ED Committee projects and focused on the Global Petroleum Show to be held in June 2015 which is the largest energy show of its kind. The plan is to have a large group attend, network, and work at the GJCOC booth with the goal of leveraging connections in order to attend receptions for more networking opportunities with the energy companies; it is hoped this will lead to more business and job creation. The Committee is also looking at developing Liquid Natural Gas (LNG) processing facilities. Another major focus for the GJCOC in 2015 is Workforce Development; they appreciate all the local partnerships that help this continue to grow. She mentioned some businesses that benefited from this. She encouraged everyone to come to the GJCOC's Shark Tank on March 11th; this is a great experience and was successful last year. Ms. Schwenke also talked about the ways the Chamber is the "Business Voice" in the community and how they assist the local private sector in creating jobs. The GJCOC will have a key role in the 2015 Western Colorado Manufacturing Alliance Summit and is actively pursuing ways to grow the land inventory through their sister company Industrial Development, Inc. She finished by thanking the City for moving projects like the Foreign Trade Zone ahead.

Council President Norris thanked all the ED partners.

Proclamation

Proclaiming December 18, 2014 as "International Day of the Migrant" in the City of Grand Junction

Councilmember McArthur read the proclamation. Present to receive the proclamation was Nicole Bernal Ruiz, Program Director of the Hispanic Affairs Project; she spoke on some of the issues surrounding immigration, how migrant workers contribute to the local economy, and thanked the City leaders for their recognition. Dr. Tom Acker talked about new incentives that are being put in place locally and nationally. Dr. Acker invited others to speak: Antonio Gallegos thanked the City Council. Karen Kllanxhja, Head of Mesa County Public Library Literacy Services, said she has students from 32 countries and thanked Council for recognizing the diversity in Mesa County. Ms. Ruiz invited everyone to join the International Day of the Migrant celebration, "Welcoming Colorado", at Riverside School from 6 to 8 p.m. on December 18th.

Appointments

Councilmember Chazen moved to re-appoint Dave Bailey and Chris Endreson and appoint Troy Reynolds to the Historic Preservation Board for four year terms expiring December 2018. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Councilmember Susuras moved to ratify the appointment of Troy Ball to the Grand Junction Regional Airport Board for a partial term ending March 2017. Councilmember Taylor Smith seconded the motion. Motion carried by roll call vote.

Citizen Comments

Bruce Lohmiller, 445 Chipeta Avenue, #25, displayed some pieces from Colorado Mesa University (CMU) Veteran's Art Center Showcase. He mentioned the Night Patrol and said there was a memorial service for those that passed away. He also submitted emails to the City Clerk.

Dennis Simpson, 2306 E. Piazza Place, talked about the proposal from Staff regarding a possible ballot issue to redirect funds retained in order to retire the Riverside Parkway debt. He reviewed the transfer of funds from Taxpayer Bill of Rights (TABOR) excess since 2007 and the TABOR process. He talked about his impressions from the

December 15th Council Workshop including his perception that the City Staff doesn't believe the Economic Development Plan will work. He pointed out that Councilmembers elected at the last election did not support a 2013 ballot proposal to negate TABOR.

John Jay, Epps Drive, no address number given, said he did not hear anyone mention legal status when the "International Day of the Migrant" proclamation was presented. He thanked Grand Junction Police Commander Paul Quimby for allowing Mr. Jay time to talk about his concerns and the attempt on his life. He hoped he will not need to deal with the legal system anymore. He said the United States (US) currently pays 23% of the United Nation's expenses and feels it has been a defunct organization from its inception. He then said its ironic Andrew Jackson is on the twenty dollar bill since he vetoed the charter renewal for the Second Bank of the US and withdrew the federal government's funds.

Council Comments

Councilmember Doody commented this was the night for which the City Councilmembers were elected, to review and approve the City Manager's proposed budget. He wished everyone a Merry Christmas and Happy New Year. God bless everyone.

Councilmember Chazen attended the Western Slope Tree Care Workshop on December 4th. He thanked Tom Ziola and the Forestry Board for putting on this event. On December 5th the executive board of the Associated Governments of Northwest Colorado unanimously approved hiring Bonnie Petersen as their new Executive Director; she will replace Scott McInnis who was recently elected as a Mesa County Commissioner. Councilmember Chazen went to the BIC's open house on December 11th and spoke to Skyler, a CMU engineering student who worked on the 3D printers at GJmakerspace; he encouraged others to visit. He also went to the Free Trade Zone presentation held on December 17th; he hopes this project will move forward quickly as it is a very exciting opportunity for the City.

Councilmember Boeschstein attended the Bureau of Land Management Riverfront Partners meeting and a metal salvage workshop at Western Metals Recycling, LLC (formerly Van Gundy's) on December 4th. On December 11th he went to the BIC's open house along with Councilmember Chazen; he commented on what great facilities this and the Riverfront Technology Park are and hoped to see more attention given to them. He also attended the Economic Outlook Summit and Foreign Trade Zone presentation hosted by the GJCOC and went to the Colorado Riverfront Commission Meeting.

Councilmember McArthur attended the first Joint Pool Board Meeting with the County and School District 51; they toured the facility and saw recently completed capital improvements and projects that need to be done. They also reviewed the operations, certifications, inspection process, and budget items; it is well run. They scheduled a meeting to review ways of increasing attendance and usage. Councilmember McArthur also attended the December CMU graduation; it was well attended and exciting to see the pride of the students and their families.

Council President Norris described the City Council Workshop process and how Council uses these to move the City forward. Her interpretation of Council Workshops is very different from an opinion that was expressed earlier. Workshop meetings are recorded and notes are taken; she encouraged anyone interested to get this information. The City Council represents the City and looks at different ways it can make Grand Junction better. If Council sends a measure to the voters, they will make sure it is well written so the voters will know what the question is and be able to vote accordingly.

CONSENT CALENDAR

Councilmember Doody read Consent Calendar items #1 through #7 and then moved to adopt the Consent Calendar. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

1. Minutes of the Previous Meetings

Action: Approve the Summary of the December 1, 2014 Workshop and the Minutes of the December 3, 2014 Regular Meeting

2. Setting a Hearing on the Comprehensive Plan Amendment and Rezone for Baker's Boutique, Located at 726 24 Road [File #CPA-2014-418 and RZN-2014-419]

Request approval to change the Comprehensive Plan Future Land Use Map designation for property located at 726 24 Road (0.86 +/- acres) from "Park" to "Village Center" and to rezone from CSR (Community Services and Recreation) to B-1 (Neighborhood Business) zone district in anticipation of future neighborhood business commercial development. The proposed resolution to amend the Comprehensive Plan will be considered with the second reading of the rezone ordinance.

Proposed Ordinance Rezoning the Baker's Boutique Property from CSR (Community Services and Recreation) to B-1(Neighborhood Business), Located at 726 24 Road

Action: Introduce a Proposed Ordinance and Set a Public Hearing for January 7, 2015

3. **Setting a Hearing on Rezoning and Approving an Outline Development Plan for the Grand Junction Housing Authority Senior Living Planned Development, Located at 805 Bookcliff Avenue** [File #PLD-2014-447]

The Grand Junction Housing Authority is requesting approval to rezone 3.763 acres from R-16 (Residential - 16 units per acre) to PD (Planned Development) with a default zone of R-24 (Residential - 24 units per acre) and recommendation to City Council of approval of an Outline Development Plan (ODP) for the Grand Junction Housing Authority (GJHA) Senior Living Planned Development, Highlands Apartments.

Proposed Ordinance Rezoning Approximately 3.763 Acres from R-16 to PD (Planned Development) and Approving the Outline Development Plan (ODP), Grand Junction Housing Authority Senior Living Planned Development - Highlands Apartments (aka The Epstein Property), located at 805 Bookcliff Avenue

Action: Introduce a Proposed Ordinance and Set a Public Hearing for January 7, 2015

4. **Rates and Fees Effective January 1, 2015**

Proposed rate/fee increases which would be effective January 1, 2015 are for Water, Wastewater, Solid Waste, Two Rivers Convention Center, Avalon Theatre, and Fire Ambulance Transport.

Resolution No. 46-14 — A Resolution Adopting Fees and Charges for Water, Wastewater, Solid Waste, Two Rivers Convention Center, Avalon Theatre, and Fire Ambulance Transport

Action: Adopt Resolution No. 46-14

5. **Design and Implementation of a Firefighter Heart and Circulatory Malfunction Benefit Fund Program**

Senate Bill 14-172, codified as C.R.S. 29-5-301 *et. seq.*, requires that any municipality, special district, fire authority, or county improvement district employing one or more firefighters to provide benefits for heart and circulatory malfunctions for full-time

firefighters, as long as the state provides sufficient funding to cover the cost. The employer may purchase accident insurance, self-insure either separately or as part of a pool, or participate in a multiple employer trust in order to provide benefits required by law to firefighters eligible to receive the benefit(s). The law is effective January 1, 2015.

Resolution No. 47-14 – A Resolution Authorizing the City Manager to Design and Implement a Firefighter Heart and Circulator Malfunction Benefit Fund Program

Action: Adopt Resolution No. 47-14

6. **Urban Trails Committee Re-Establishment and Adoption of Bylaws**

The Urban Trails Committee has served as a sub committee of the Riverfront Commission since 1994. The proposed Resolution will re-establish the committee as an advisory board to the City Council on matters pertaining to the safe, convenient, and efficient movement of pedestrians and bicyclists of all ages and abilities, as well as other forms of transit.

Resolution No. 48-14 – A Resolution Re-Establishing the Urban Trails Committee and Adoption of Bylaws

Action: Adopt Resolution No. 48-14

7. **Construction Management/General Contractor Services Contract for Fire Station No. 4**

This request is for authorization from the City Council to purchase pre-construction and construction management/general contractor (CM/GC) services from FCI Constructors Inc., for a new fire station to be constructed at 2880 B 1/2 Road.

Action: Authorize the City Purchasing Division to Enter into a Contract with FCI Constructors, Inc. to Provide Construction Management/General Contractor Services for an Estimated Total Price of \$2,621,904

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing—Patterson Place Rezone, Located at 2562/2566/2570 Patterson Road [File # RZN-2014-262]

A request to rezone properties totaling 3.523 acres from a City R-8 (Residential 8 du/ac) to MXG-3 (Mixed Use General) and MXS-3 (Mixed Use Shopfront) zone districts.

The public hearing was opened at 8:25 p.m.

Senta Costello, Senior Planner, introduced this item and described the request and the reason behind the request. The three properties face two streets; Patterson Road to the south and Dewey Place to the north. She described the future land use, surrounding land designations, and the diverse zoning currently surrounding the site. Staff reviewed the request for a rezone to a blended residential designation; it meets the requirements of the Zoning and Development Code and the Planning Commission (PC) also recommends approval.

Councilmember Boeschstein said the PC report mentioned a floodplain and asked Ms. Costello to point it out on the map. Ms. Costello clarified there is not a floodplain, rather a beehive drain along the eastern edge of the property. Since this is still in the rezoning stage, it has not been evaluated. Councilmember Boeschstein asked if this area is deemed a floodplain, would it remain vacant? Ms. Costello answered for it to be built upon, it would have to meet floodplain regulation standards.

Councilmember Chazen referred to letters expressing traffic concerns along Dewey Place and asked if this issue has been evaluated. Ms. Costello said these concerns will be reviewed during the site plan stage, but interconnectivity between properties and streets is preferred. Patterson Road does create its own issues of entering and exiting, but this too will be addressed during the site plan stage.

There were no public comments.

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

Ordinance No. 4647 — An Ordinance Rezoning Patterson Place from R-8 (Residential 8 du/ac) to MXG-3 (Mixed Use General) and MXS-3 (Mixed Use Shopfront), Located at 2562/2566/2570 Patterson Road

Councilmember Susuras moved to adopt Ordinance No. 4647. Councilmember McArthur seconded. Councilmember Chazen asked for an amendment to include “on final passage and ordered it published in pamphlet form”. Councilmember Susuras agreed with the amendment. Councilmember McArthur seconded the amended motion.

Motion carried by roll call vote.

Councilmember McArthur said this will be one of the first uses of a MX zone and will be a test of their flexibility. This is a good opportunity to see the process move forward and he will be glad to see it.

Public Hearing—2014 Second Supplemental Appropriation Ordinance and the 2015 Budget Appropriation Ordinance

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2014 amended and 2015 proposed budgets.

The public hearing was opened at 8:31 p.m.

City Manager Rich Englehart introduced the item saying, by ordinance, this is the City Manager's Budget to the Council, but it has really been a grassroots effort from the entire organization; he thanked everyone for their time and commitment. He then reviewed this year's budget process stating the three areas of emphasis derived from the Council's policy direction: public safety, infrastructure, and economic development. Another important factor was the 3% projected sales tax growth rate for 2015 which established the projected revenues. The total reserve in the General Fund is set at \$18.5 million; of that, \$11.9 million are unrestricted funds. Council was engaged in the process of balancing the budget for both capital and operations; they moved some projects, either up or back, to maximize the use of resources for the City's Economic Development Plan. City Manager Englehart reviewed the budget's history, from 2010 through the proposed 2015 Budget. The total 2015 Budget is \$143 million; this is a 4.4% increase over 2014. City Manager Englehart highlighted changes to the following areas: Information Technology, a 12% increase which is mainly for software and infrastructure upgrades; Fleet charges have increased by 13%; and Labor includes a 3% increase due to a partial market wage implementation and a small increase in health insurance costs. The average wage increase was 2% and there was a 2.96% increase in the health insurance which Council approved to pay the employee portion. There are four new positions, two in Fleet and two in Sewer, all of which are fully funded; also approved is a four month extension of Parks Patrol. Debt Service will decrease by 13% due to the refinancing of the Riverside Parkway debt. City Manager Englehart then listed and featured some of the 2015 Capital projects: North Avenue Streetscape, Leach Creek Flood Control Dam, Community Hospital Transportation Improvements, Las Colonias First Phase Development and Amphitheatre, Orchard Mesa Pool Door Replacement, and upgrades to the water and sewer systems. He reviewed the City's revenues sources and the total budget spending by type and department. He then listed the Capital Community Investments for 2015: Orchard

Mesa Fire Station Relocation, North Avenue Streetscape (largely funded by federal funds), Development of Phase One and the Amphitheater for Las Colonias Park, Bridge Replacement at 31 and F Roads, Leach Creek Flood Control Plan and Buthorn Drain Improvement Control Projects, the chip seal program will be in the area between Patterson Road and North Avenue, three Transportation Capacity Projects, Sewer Projects, completion of the expansion of the Bio Compressed Natural Gas Project, Waterline Replacements, as well as several other projects. Total investment into the community will be \$26.6 million. City Manager Englehart thanked Council and Staff.

Councilmember Boeschstein thanked Staff and City Manager Englehart for building this budget over the last six months; it is comprehensive and looks toward the future with projects like Las Colonias Park. He noted some recently completed projects and mentioned he would like to see more trail projects.

Councilmember Susuras said there have been many workshops and discussions; he feels it is a very sound budget for the City and is proud of the work Staff has done and thanked them.

Councilmember Traylor Smith agreed with Councilmembers Boeschstein and Susuras. She said this is her second year to be involved in the budget process and she is very pleased with the three to five year planning the City puts in place for community investments. She noted things are planned for in advance so there are very few surprises when Council goes through the budget process.

Councilmember Chazen thanked City Manager Englehart and Staff for the budget and said he will support it. It is no easy task bringing a budget this size together; there are a lot of moving parts and targets. Budgets reveal trends and he believes the trends are good, but he offers a word of caution; in the General Fund, the Operating Costs and Revenues are about even which leaves very little room for error. A watchful eye needs to be kept and if revenues are below the projections, immediate and bold action needs to be taken. He concluded by saying the budget process was open and transparent, Staff was very accommodating, and everybody's effort is truly appreciated.

Council President Norris said everyone on Council wants to thank Staff for all the time spent gathering information and educating Council. The City is looking forward to a slight increase in revenues, but she commended Staff on being budget conscious and making adjustments to projects. This has allowed funds to be brought forward from previous budgets. She again thanked City Manager Englehart and Staff.

There were no public comments.

The public hearing was closed at 8:58 p.m.

Ordinance No. 4649 — An Ordinance Making Supplemental Appropriations to the 2014 Budget of the City of Grand Junction

Ordinance No. 4650 — An Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado and the Downtown Development Authority for the Year Beginning January 1, 2015 and Ending December 31, 2015

Councilmember Susuras moved to adopt Ordinance Nos. 4649 and 4650 on final passage and ordered them published in pamphlet form. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

Public Hearing—Extension of the Downtown Grand Junction Business Improvement District (DGJBID)

Consideration of the extension of the DGJBID for 20 years effective on the date of adoption of an ordinance amending Ordinance No. 3815.

The public hearing was opened at 9:00 p.m.

Harry Weiss, Downtown Development Authority/Downtown Grand Junction Business Improvement District (DDA/DGJBID) Executive Director, presented this item and gave a brief history of the DGJBID; it became effective in January 2006 and will expire January 1, 2016 unless extended. The legal authority to extend the DGJBID rests solely with City Council. Council and Mr. Weiss have received emails in support of the DGJBID extension.

Councilmember McArthur asked if the direction of this ordinance would remain unchanged. Mr. Weiss said that is correct and explained the DGJBID's unique role to Downtown: to provide general district marketing and special event promotion for the purpose of the Downtown's continued success and development.

Council President Norris asked what the reasoning was to move from a ten year to a twenty year term. Mr. Weiss said it was hoped the original ten year term had proved DGJBID's worth and stability, but the Board felt periodic review to reassess community needs would be better than a request for perpetuity; the twenty year extension met that criteria.

Les Miller, 826 N. 7th Street, Chair of the DDA and Board member for the DGJBID, thanked Council for their attention to the DGJBID renewal. He commented that the discussions with Council were productive and he hoped, informative as well. The DGJBID, which was created and funded by the District's commercial property owners, is a vital part of what makes Downtown a unique place. The Board unanimously supported this renewal and asked DGJBID constituents to send emails in support of this to City Council.

Ron Maupin, 2440 Wellington Court, a Downtown merchant and property owner, said there were many volunteers that worked hard to get the DGJBID passed. Since then it has been extremely successful for Downtown and the City; without the funding, this would not have been possible. He encouraged Council to support the renewal.

Cheryl Lucas, 2776 Uranium Drive, a Main Street business and property owner, said she agreed with Mr. Maupin's remarks and stated the DGJBID's renewal is critical to the success of Downtown; now all the merchants participate and benefit.

There were no other public comments.

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

Council President Norris expressed concern over the request for a twenty year term and asked City Attorney Shaver, if necessary, could changes be made to this ordinance before the term expiration. City Attorney Shaver said since this request is an amendment to the creation ordinance, any Council can revisit it at any time.

Councilmember Chazen said, as the ex-officio on the DGJBID Board, he can attest that there has been a lot of discussion on how to make sure this renewal will fit the needs of the community. He is fully supportive of the extension and believes it is good for Downtown business growth and development. Councilmember Chazen added that he too hesitated at the twenty year extension, but now supports it and recommends Council adopt this ordinance.

Councilmember Boeschstein said he is also very supportive of this ordinance.

Ordinance No. 4651 — An Ordinance Amending Ordinance No. 3815 to Extend the Downtown Grand Junction Business Improvement District for 20 Years

Councilmember Chazen moved to adopt Ordinance No. 4651 on final passage and ordered it published in pamphlet form. Councilmember Doody seconded the motion. Motion carried by roll call vote.

Municipal Recreation Agreement with the Bureau of Reclamation – Green Mountain Reservoir Water

A 40 year agreement between the City of Grand Junction, Town of Palisade, City of Fruita (municipalities), and the Bureau of Reclamation for the delivery of surplus water from Green Mountain Reservoir for recreational purposes in the Colorado River between Palisade and Loma, Colorado.

Greg Lanning, Public Works and Utilities Director, introduced this agreement and provided a brief background. Previous agreements, in effect from 2001 to 2014, have been successful; this request is for 40 years and does not have a financial impact on the City, nor does it affect any of the City's water rights. The name of this agreement does not reflect its main intent; it is for the Fish Recovery Program which keeps water in the river to help propagate endangered fish species. This program also provides compliance with 2,391 water projects. The City is in contact with Bureau of Reclamation on a weekly basis during the summer.

City Attorney Shaver explained more about the City's relationship regarding this agreement under the Colorado River Compact. Green Mountain Reservoir is designed for compensatory storage which ensures lower river water user's access to the water allocated to them. During the summer, a weekly "call" is placed which allows water from the reservoir to reach the lower river.

Councilmember Traylor Smith asked, since this agreement has been in place, has progress been made regarding the propagation of the endangered fish. Mr. Lanning said no, nonnative fish are more of a problem than the water level. Councilmember Traylor Smith then asked if the endangered fish were once abundant in these waters. Mr. Lanning said they were and this agreement ensures the fish have enough water. Councilmember Traylor Smith asked why this agreement is for 40 years. City Attorney Shaver said they asked the Bureau of Reclamation the same question and their response was, this is the term of the contract. If the City does not enter into this agreement, the river could be administered federally and the City would not have any say; this is something the City would like to avoid.

Councilmember Boeschstein said this agreement is also important for river sports.

Councilmember Chazen moved to authorize the Mayor to sign a forty year agreement with the Bureau of Reclamation for diversion of water from Green Mountain Reservoir. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

John Jay said, "I grew up in the desert and you wound me sir".

Other Business

Councilmember Doody followed up with information regarding Council Workshops, the process, what to expect, and that they are open to the public. He said it is the duty of Council to work on budgets; some may have a 10 to 15 year outlook and the essence of TABOR is to ask the citizens if the City can use taxpayer money for a project.

Adjournment

The meeting was adjourned at 9:23 p.m.

Stephanie Tuin, MMC
City Clerk



Date: December 23, 2014
 Author: Stephanie Tuin,
 Title/ Phone Ext: City Clerk, x1511
 Proposed Schedule: January 7,
2015
 2nd Reading (if applicable):
NA
 File # (if applicable):

Attach 2
CITY COUNCIL AGENDA ITEM

Subject: 2015 Meeting Schedule and Posting of Notices
Action Requested/Recommendation: Adopt Resolution Designating the Posting Location for Notices and Setting the Meeting Schedule for City Council Meetings in 2015
Presenter(s) Name & Title: Stephanie Tuin, City Clerk

Executive Summary:

State Law requires an annual designation of the City’s official location for the posting of meeting notices. The City’s Municipal Code, Sec. 2.04.010, requires the meeting schedule and the procedure for calling special meetings be determined annually by resolution.

Background, Analysis and Options:

In 1991, the Open Meetings Law was amended to include a provision that requires that a "local public body" annually designate the location of the public place or places for posting notice of meetings and such designation shall occur at the first regular meeting of each calendar year (§24-6-402(2)(c) C.R.S.). The location designated is to be the glassed-in bulletin board outside the auditorium lobby at 250 N. 5th Street.

Since 1994, the City Municipal Code has included a provision whereby the City Council determines annually the City Council meeting schedule and the procedure for calling a special meeting.

This resolution will determine the dates of the regular City Council meetings for 2015. Additional meetings may be scheduled from time to time and adequate notice will be posted prior to the holding of any additional regular meetings. The City Council also has the authority to change, reschedule, or cancel any of the listed regular meetings with proper notice.

The regularly scheduled meetings for 2015 are as follows:

Month	Dates
January	7, 21
February	4, 18
March	4, 18
April	1, 15
May	6, 20
June	3, 17
July	1, 15
August	5, 19
September	2, 16
October	7, 21
November	4, 18
December	2, 16

How this item relates to the Comprehensive Plan Goals and Policies:

Complying with State and local law in order to be able to conduct lawful City Council meetings will allow the City Council to continue to pursue the Comprehensive Goals and Policies.

How this item relates to the Economic Development Plan:

Complying with State and local law in order to be able to conduct lawful City Council meetings will allow the City Council to continue to pursue the goals and objectives of the Economic Development Plan.

Board or Committee Recommendation:

Not applicable.

Financial Impact/Budget:

There are no financial impacts or budget implications.

Legal issues:

Compliance with State and local law is required; with the designation of posting locations and a schedule compliance as to that aspect of the law will be attained.

Other issues:

There are no other issues to consider.

Previously presented or discussed:

This has not been presented previously although annually this resolution is presented to City Council for adoption.

Attachments:

Proposed Resolution

CITY OF GRAND JUNCTION

RESOLUTION NO. __-15

**A RESOLUTION OF THE CITY OF GRAND JUNCTION
DESIGNATING THE LOCATION FOR THE POSTING OF THE NOTICE OF MEETINGS,
ESTABLISHING THE 2015 CITY COUNCIL MEETING SCHEDULE, AND
ESTABLISHING THE PROCEDURE FOR CALLING OF SPECIAL MEETINGS
FOR THE CITY COUNCIL**

Recitals.

The City Council of the City of Grand Junction is a "local public body" as defined in C.R.S. §24-6-402 (1)(a).

The City Council holds meetings to discuss public business.

The C.R.S. §24-6-402 (2)(c) provides that "Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than 24 hours prior to the holding of the meeting. The public place or places for posting of such notice shall be designated annually at the local public body's first regular meeting of each calendar year".

The Grand Junction Municipal Code, Section 2.04.010, provides that the meeting schedule and the procedure for calling of special meetings of the City Council shall be established by resolution annually.

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

1. The Notice of Meetings for the local public body shall be posted on the glassed-in exterior notice board at 250 N. 5th Street, City Hall.

2. The meeting schedule for the regular meetings of the City Council in 2015 is:

Month	Dates
January	7, 21
February	4, 18
March	4, 18
April	1, 15
May	6, 20
June	3, 17
July	1, 15
August	5, 19
September	2, 16
October	7, 21
November	4, 18
December	2, 16

3. Additional meetings may be scheduled or cancelled dependent on the number of items coming before the City Council. The City Council will determine that on a case by case basis. Proper notification for any change in the meeting schedule will be provided.

4. Additional special meetings may be called by the President of the City Council for any purpose and notification of such meeting shall be posted twenty-four hours prior to the meeting. Each and every member of City Council shall be notified of any special meeting at least twenty-four hours in advance.

Read and approved this ___ day of _____, 2015.

President of the Council

ATTEST:

City Clerk



Date: December 23, 2014
Author: Stephanie Tuin
Title/ Phone Ext: City Clerk, 1511
Proposed Schedule: January 7, 2014
2nd Reading (if applicable): NA
File # (if applicable): NA

Attach 3

CITY COUNCIL AGENDA ITEM

Subject: Contract with Mesa County Clerk and Recorder to Conduct the Regular Municipal Election on April 7, 2015

Action Requested/Recommendation: Adopt Proposed Resolution which Authorizes the City Clerk as the Designated Election Official to Sign an Intergovernmental Agreement with Mesa County Clerk and Recorder for the Conduct of a Mail Ballot for the Regular Municipal Election on April 7, 2015

Presenter(s) Name & Title: Stephanie Tuin, City Clerk

Executive Summary:

The City has adopted the Municipal Election Code which authorizes the election to be by mail ballot. It is recommended that the City again contract with Mesa County Clerk and Recorder to print, mail, and tabulate the ballots as they have the equipment on site to perform these functions. The contract with the Mesa County Clerk and Recorder will not exceed \$46,000.

Background, Analysis and Options:

A mail ballot election along with contracting with Mesa County continues to be the City's best option for high voter turnout and efficient administration of the election. The City Clerk's Office and the County Elections Division work well together in this process and the citizens appreciate the convenience of a mail ballot election. Turnout is typically 40% or higher with mail ballots. Prior to mail ballots, the City averaged less than 20% turnout.

How this item relates to the Comprehensive Plan Goals and Policies:

This action is needed to continue to meet the plan goals and policies.

How this item relates to the Economic Development Plan:

This action is needed to continue to meet the plan goals and policies.

Board or Committee Recommendation:

There is no board or committee recommendation for this item.

Financial Impact/Budget:

The cost of the election will not exceed the budgeted amount of \$46,000. Publication of notices is the other cost involved in the election and that has been budgeted.

Legal issues:

The City Attorney has reviewed the IGA and resolution as to form and content.

Other issues:

There are no other issues.

Previously presented or discussed:

This has not been previously presented.

Attachments:

Proposed Resolution with IGA

RESOLUTION NO. ____-15

**A RESOLUTION AUTHORIZING A MAIL BALLOT ELECTION IN
THE CITY OF GRAND JUNCTION FOR THE REGULAR MUNICIPAL ELECTION
ON APRIL 7, 2015, AND AUTHORIZING THE CITY CLERK TO SIGN THE
INTERGOVERNMENTAL AGREEMENT WITH MESA COUNTY CLERK AND
RECORDER TO CONDUCT SAID ELECTION**

RECITALS.

Pursuant to City Charter §3, the regular election for the City of Grand Junction is scheduled for April 7, 2015.

The City Council finds that conducting the election by mail ballot is the most efficient method for that election.

The City Council has designated the City Clerk as the Designated Election Official (DEO) for the special election.

The Municipal Election Code 31-10-101 *et seq.*, C.R.S., authorizes mail ballot elections for municipal elections.

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

1. The Regular Municipal Election for the City of Grand Junction is scheduled for April 7, 2015 and will be conducted by mail ballot.
2. That the City Clerk is hereby authorized to enter into an Intergovernmental Agreement with the Mesa County Clerk and Recorder for the conduct of said election (Exhibit A).

Approved this _____ day of _____, 2015.

President of the Council

ATTEST:

City Clerk

**INTERGOVERNMENTAL AGREEMENT
CITY OF GRAND JUNCTION
REGULAR MUNICIPAL ELECTION - APRIL 7, 2015**

The following shall represent the Intergovernmental Agreement ("Agreement") between the Mesa County Clerk and Recorder hereinafter referred to as ("Clerk") and the City of Grand Junction hereinafter referred to as ("Political Subdivision"), is authorized by C.R.S. 29-1-201.

1. PURPOSE: Pursuant to the terms of this Agreement, the Clerk and the Political Subdivision agree to the scheduling and conducting of a mail ballot Municipal Election on Tuesday, April 7, 2015 ("Regular Municipal Election") subject to the duties of the Political Subdivision. The Regular Municipal Election may involve more than one political subdivision with overlapping boundaries, and the Clerk shall serve as the Coordinated Election Official ("CEO") for all political subdivisions involved in the Municipal Election. The Political Subdivision has appointed Stephanie Tuin as its Designated Election Official ("DEO") who will have primary responsibility for election procedures that are the responsibility of Political Subdivision. The Municipal Election shall be held under the provisions of the Municipal Election Code (Title 31, Article 10 of the Colorado Revised Statutes) except as otherwise required by rules promulgated by the Secretary of State.

2. PRECINCTS and VOTING LOCATIONS: Polling locations for the deposit of voted Mail Ballots not returned through the United States Postal Service will be those established by the Clerk. A walk-in ballot distribution site for hand-delivered mail-in ballots will be open at the Mesa County Elections Division office, 200 S. Spruce Street, beginning on Monday, March 9, 2015, each business day thereafter from 8:00 a.m. to 5:00 p.m. through Monday, April 6, 2015 and on Election Day, April 7, 2015 from 7:00 a.m. until 7:00 p.m.

The ballot drop box locations for voted ballots not returned through the United States Postal Service will be those designated by the Clerk as follows:

- City Clerk's Office at City Hall
 - Mesa County Elections Division at MCCA Building
 - Mesa County Motor Vehicle at MCCA Building
3. APPOINTMENT OF ELECTION JUDGES: All election judges and/or deputy clerks shall be appointed and trained by the Clerk, except as otherwise required by the City Charter or the Municipal Election Code.

4. LEGAL NOTICES: Publication of any required legal notices concerning Political Subdivision's election which are to be published prior to certification of the ballot content to the Clerk shall be the responsibility of the Political Subdivision. A copy of the published legal notice shall be submitted to the Clerk for her records. Publication of notices required by the City Charter and the Municipal Election Code which are to be published after certification of the ballot contents to the Clerk, shall be the responsibility of the Political Subdivision. Additional notices shall be the responsibility of the Political Subdivision.

If Political Subdivision is submitting a ballot issue concerning the creation of any debt or other financial obligation as contemplated in Article X, Section 20 of the Colorado Constitution, the Political Subdivision shall post notice of financial information as set forth in C.R.S. §1-7-908 on the Political Subdivision's website or, if the Political Subdivision does not maintain a website, at the Political Subdivision's chief administrative office no later than **March 18, 2015**, which is 20 days before the Municipal Election.

5. RECEIVING AND PROCESSING OF PETITIONS: Any necessary petition process for the Political Subdivision shall be the responsibility of same. The Clerk shall provide voter registration lists as required and requested by the City Clerk.
6. BALLOT CONTENT: In accordance with C.R.S. 1-5-203(3)(a), the ballot content must be certified to the Clerk by Political Subdivision, in its exact form, no later than 5:00 p.m. on Friday, **February 6, 2015**. The ballot content may be delivered to the Clerk at the Elections Division, 200 S. Spruce Street, Grand Junction, CO 81501 or be mailed in sufficient time to arrive by such date to the Elections Division, P.O. Box 20,000, Grand Junction, CO 81502-5009. Time is of the essence. Ballot contents shall also be submitted in electronic format in MS Word. It is understood that the Municipal Election Code requires the mailing of ballots between the 22nd and 15th day prior to the election.
7. RECEIVING OF WRITTEN COMMENTS AS COVERED BY SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION: The Political Subdivision is solely responsible for the process of receiving written comments and summarizing such comments as are required by Section 20 of Article X of the Colorado Constitution ("TABOR").
8. RECEIVING OF PETITION REPRESENTATIVE'S SUMMARY OF COMMENTS: Receipt of the summary of comments from the petition representatives shall be the sole responsibility of the Political Subdivision. Pursuant to C.R.S. § 1-7-903(3), the summary of comments must be filed with the Political Subdivision no later than

Friday, **February 23, 2015.**

9. PREPARATION AND MAILING OF NOTICES FOR BALLOT ISSUE ELECTIONS: Pursuant to C.R.S. § 1-7-904, the Political Subdivision shall certify the "Tabor Notice" information and the final and exact summary of comments concerning its ballot issue(s) to the Clerk no later than 5:00 p.m. on Tuesday, **February 24, 2015**, for inclusion in the ballot issue mailing as required by Section 20, Article X, of the Colorado Constitution. Data shall be transmitted to the Clerk in MS Word format. The Clerk shall coordinate the text for the ballot issue mailing for all participating Mesa County political subdivisions into one notice. Said ballot issue mailing shall be prepared and mailed by the Clerk in accordance with Article X, Section 20(3)(b) of the Colorado Constitution at least 30 days prior to the election, which deadline, pursuant to C.R.S. § 1-1-106(5), shall be Friday, **March 6, 2015**.
10. PREPARATION FOR MUNICIPAL ELECTION: The Clerk shall be responsible for preparing and printing the ballots and sample ballots for the Regular Municipal Election. Pursuant to the Grand Junction City Charter, 500 sample ballots will be printed and provided to the City Clerk no later than April 2, 2015 per City Charter §21 . The Clerk will provide the DEO of the Political Subdivision with a proof of said ballot prior to printing for her final approval.
11. CONDUCT OF MUNICIPAL ELECTION: The Clerk shall be responsible for the conduct of the Regular Municipal Election, pursuant to Title 31, Article 10 of the Colorado Revised Statutes.
12. ABSENTEE VOTING: Completed applications for absentee ballots shall be transmitted to the Clerk at the following address for processing: Mesa County Elections Division, P.O. Box 20,000, Grand Junction, CO 81502-5009, or hand-delivered to the Mesa County Elections Division office at 200 S. Spruce Street, Grand Junction, CO 81501. The Clerk shall, upon receipt of such a request, mail a ballot package to the eligible elector in accordance with C.R.S. 31-10-1002.
13. TABULATION OF BALLOTS: All processes relating to the tabulation of ballots shall be the responsibility of the Clerk. An unofficial abstract of votes will be provided to the political subdivision upon completion of the counting of all ballots on election night.
14. CANVASS OF VOTES: The canvass of votes will be the responsibility of the City, pursuant to its Charter and shall be completed no later than April 9, 2015. The City shall issue its certificate(s) of election of candidates upon receipt of the official results from the Clerk.

15. ALLOCATION OF COST OF ELECTION: The Political Subdivision shall reimburse the Clerk for the TABOR notice and election costs incurred by the Clerk pursuant to this Agreement. Such reimbursement shall be made to the Clerk within thirty days of receipt of billing from the Clerk. The Clerk's determination regarding such costs shall be final and at her sole discretion and shall not be subject to dispute unless clearly unreasonable. In any event, the City shall not be obligated to reimburse the Clerk more than \$46,000.00 (estimating 32,000 registered voters and *approximately* \$1.47 per active voter) at the conclusion of the election.

16. INDEMNIFICATION: Political Subdivision agrees to indemnify and hold harmless the Clerk from any and all loss, costs, demands or actions, arising out of or related to any actions, errors or omissions of Political Subdivision in completing its responsibilities relating to the Regular Municipal Election.

17. AGREEMENT NOT EXCLUSIVE: The Clerk may enter into other substantially similar agreements with other cities for the conduct of other elections.

18. VENUE: Venue for any dispute hereunder shall be in the District Court of Mesa County, Colorado.

THIS AGREEMENT has been executed by the parties hereto as of the dates and year written below.

MESA COUNTY

CITY OF GRAND JUNCTION

CLERK AND RECORDER

 By: Sheila Reiner, Clerk & Recorder

 By: Stephanie Tuin, City Clerk

 Date

 Date



Date: December 23, 2014
 Author: Jamie B. Beard
 Title/ Phone Ext: 4032
 Proposed Schedule: January 7, 2015
 2nd Reading
 (if applicable): N/A
 File # (if applicable): N/A

Attach 4
CITY COUNCIL AGENDA ITEM

Subject: Building Inspection and Contractor Licensing Agreement
Action Requested/Recommendation: Adopt Resolution Approving a Contract with Mesa County for Building Inspection and Contractor Licensing
Presenter(s) Name & Title: John Shaver, City Attorney Greg Lanning, Public Works and Utilities Director

Executive Summary:

Requesting approval of a contract for building inspection and contractor licensing services with Mesa County. The agreement has served both the City and County well in the past and the recommended action will provide for the continuation of those services. The contract term is for two years.

Background, Analysis and Options:

Mesa County has provided building inspection and contractor licensing services for the City of Grand Junction, Fruita and Palisade for a number of years. This arrangement is an efficient means of delivering these services and has been very successful. As a result, staff is recommending no change to the previous agreement and recommends Council authorize the City Manager to sign the attached agreement.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

The joint City-County program to provide building inspection and contractor licensing services provides consistent application of building codes throughout the valley.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

The joint City-County program to provide building inspection and contractor licensing services to the citizens of Grand Junction will help support a safe and healthy community.

How this item relates to the Economic Development Plan:

The providing of services through the Mesa County Building Department (MCBD) provides predictability and consistency for all businesses. Utilizing one service creates efficiencies throughout the valley keeping costs transparent as well as keeping costs as low as reasonably possible.

The adoption of the various 2012 International Codes by City Council was for the protection of the citizens and the business community. MCBD implements, inspects and oversees development and operation of businesses and service providers for the safety of all.

Board or Committee Recommendation:

None

Financial Impact/Budget:

Fees for services are provided for in the contract. No direct budget impact.

Legal issues:

Legal has approved the contract as to form.

Other issues:

None

Previously presented or discussed:

Matter has not been previously presented nor discussed.

Attachments:

Resolution approving the contract
Proposed contract
Exhibit A
Exhibit B

CITY OF GRAND JUNCTION

RESOLUTION NO. __-15

**A RESOLUTION AUTHORIZING A CONTRACT WITH MESA COUNTY FOR
BUILDING INSPECTION AND CONTRACTOR LICENSING SERVICES**

RECITALS:

The City Council of the City of Grand Junction, hereby resolves to enter into a contract with Mesa County, Colorado, for building inspection and contractor licensing services within the City by the County.

The City has previously contracted with the County for such services. The agreement has expired and therefore the contract is being renewed.

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

The agreement with Mesa County Colorado to provide building inspection and contractor licensing services to the City is hereby approved and the City Manager is authorized to sign the agreement (attached).

PASSED AND APPROVED this ____ day of ____ 2015.

President of the Council

Attest:

City Clerk

#MCA _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT made and entered into as of the _____ of _____ 2015 by and between the County of Mesa, Colorado, a governmental entity (hereinafter referred to as "Contractor") and the of City of Grand Junction, a governmental entity (hereinafter referred to as "City")

WITNESSETH

WHEREAS, The City desires to engage the services of the Contractor to perform certain work for the benefit of the City; and

WHEREAS, The Contractor desires to perform the work for the City in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE PROMISES HEREAFTER SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The services to be provided by the Contractor and the City respectively are as follows:

See Exhibit "A" attached hereto and made a part hereof by this reference.

2. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.

3. The Contractor shall perform work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work.

4. The Contractor shall proceed with and accomplish the work contracted hereunder upon receipt of a written notice to proceed from the City. Such written notice shall be issued by the City Administrator. The Contract Administrator for the Contractor is the Chief Building Official for Mesa County unless otherwise designated in writing. The Contract Administrator for the City shall be a City appointed Building Official who shall have all of the powers as authorized by Section 104 of the International Building Code. The Contractor shall act as the Building Official's Deputy as described in Section 104 of the International Building Code.

5. For the performance by the Contractor under this Contract, the City shall compensate and reimburse the Contractor in accordance with the provisions set forth in Exhibit "B" attached hereto and made a part hereof by this Reference.

6. At its own expense, The City will provide the following to assist the Contractor in performing under this Contract:

See City provided services in Exhibit "A".

7. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and detail of its work; The City being interested only in the results obtained.

8. Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulation, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded and eliminated in accordance with the highest accepted standards of safety practice. The Contractor shall comply fully with all pertinent Federal, State, or Local Statutes, rules or regulations.

9. This is a personal services' contract on the part of the Contractor. This contract may not be assigned without the prior express written consent of both parties and any attempt to assign this Contract without the prior express written consent of either party shall render the Contract null and void with respect to the attempted assignee.

10. No part of this Contract shall be sublet without the prior express written approval of the City. If the Contractor shall sublet any portion of this Contract, the Contractor shall be fully responsible to the City for acts and omissions of a subcontractor, or persons either directly or indirectly employed and the acts and omissions of persons employed directly or indirectly by the Contractor.

11. The Contractor shall retain in strictest confidence all information furnished to the Contractor by the City and the results of the Contractor's work hereunder. The Contractor shall not disclose such information or results to anyone except the City without the prior written consent of the City. Exception: Those documents and information considered to be public information and/or documents and information found on or which are part of the building permit.

12. This Contract may be terminated at any time during the term of the Contract by either party upon 90 days written notice of intent to terminate said Contract.

13. Upon termination or expiration of this Contract, the Contractor shall immediately cease field work, prepare a final report on all work accomplished to that time, and deliver to the City the final report and all other documents, papers, calculations, notes, designs, drawings, maps, reports, or other technical papers which have been prepared by the Contractor under the terms of this Contract.

14. This is not an exclusive Contract. The Contractor may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder.

15. The term of this Contract shall be for two (2) years from the date hereof.

16. Contractor shall indemnify and hold harmless the City, its officers, officials, employees, and agents, for any claims or damages, including attorneys' fees, arising from Contractor's negligent performance of its duties hereunder. The City shall indemnify and hold harmless the Contractor, its officers, officials, employees, and agents, for any claims or damages, including attorneys' fees, arising from the performance of this Contract other than Contractor's negligent performance of its duties hereunder.

17. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any disputes hereunder shall be in the District Court of the County of Mesa, Colorado.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

BY: _____
Chair,

Attest:

Sheila Reiner, Clerk & Recorder

Chief Building Official
Mesa County

City of Grand Junction, COLORADO

By: _____

Address

Title

Attest:

Stephanie Tuin, City Clerk

EXHIBIT "A"

a) Contractor Provided Services: The Contractor shall review permit applications and all required documents for content and accuracy. The Contractor shall review building plans and specifications for compliance with the most currently adopted building code. The Contractor shall issue the building permit, provide the required inspections, and issue the Certificate of Occupancy after the final inspection is approved, all in compliance with applicable codes, ordinances, and regulations.

b) City Provided Services: The City shall provide to the Contractor the following items: Stationary, forms, envelopes and postage for conducting City related business. If the City does not adopt by ordinance all of the building related codes as are currently adopted and amended by Mesa County or as currently adopted by the State of Colorado, then Contractor may terminate this agreement. The Codes to be enforced in the City will be the Codes presently adopted by Mesa County and any such code hereinafter adopted or amended by Mesa County.

The City shall provide a development clearance approval for each building permit to be given to each permit applicant. Contractor shall not issue any permit until the permit applicant delivers the development clearance approved to the Contractor. The development clearance shall state that the City has reviewed the project for compliance with all City zoning and setback requirements, utility taps and driveway locations and found the same to be in compliance and shall grant approval to release a building permit. The Contractor shall verify set-backs as required by the City, at the time of the first foundation inspection. The City shall be responsible to inspect the project site prior to the issuance of a Certificate of Occupancy by the Contractor to ensure compliance with the development clearance approval mentioned above.

EXHIBIT "B"

The Contractor shall be reimbursed for services provided under this Contract as follows:

a. The Contractor shall charge permit fees for all work that requires the issuance of a building permit. Those fees shall be payable by the permit applicant at the time of permit issuance. Said fees shall be in accordance with the Contractor's then current standard fee schedule as from time to time adopted or amended by the Contractor in its sole discretion.

b. With prior approval by the City Building Official, services may be provided by the Contractor that are not covered by the fees described in (a) above and shall be charged to the City according to the following schedule:

City Council Meeting	\$20.00 per hour per person
Ordinance Drafting	\$20.00 per hour per person
Public Nuisance inspections and abatement proceedings	\$20.00 per hour per person
Courtesy inspections not requiring a building permit	\$15.00 per inspection
Contractor's Licensing	95% of Fees Collected



Date: December 23, 2014
Author: Jamie B. Beard
Title/ Phone Ext: 4032
Proposed Schedule: January 7, 2015
2nd Reading
(if applicable): N/A
File # (if applicable): N/A

Attach 5

CITY COUNCIL AGENDA ITEM

Subject: Mesa County Animal Services Agreement
Action Requested/Recommendation: Approve and Authorize the Mayor to Sign the 2015 Agreement between Mesa County and the City of Grand Junction Pertaining to Animal Services
Presenter(s) Name & Title: John Shaver, City Attorney

Executive Summary:

The City has an ongoing, annually renewable agreement with Mesa County for animal control services within the City limits. The City pays the County a percentage of the Mesa County Animal Services' budget based upon the City's percentage of total calls for service.

Background, Analysis and Options:

In 1983 the City agreed to partner with Mesa County for animal control services. Since that time the City and County have contracted for Mesa County Animal Services to provide services to the City.

The Agreement is based upon actual service figures and costs that occurred during the County's fiscal year which ran from July 1, 2013 through June 30, 2014. The actual costs for animal control services during that time period was \$803,291.33. The City's share of that cost is 46.2 % or \$371,121.00. Payments will be made to the County on a quarterly basis in the amount of \$92,780.00.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

The joint City-County program to provide animal services provides consistent treatment and application of animal services and control of animals throughout the valley.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

The joint City-County program to provide animal services to the citizens of Grand Junction will help support a safe and healthy community.

How this item relates to the Economic Development Plan:

The providing of services through the Mesa County Animal Services provides predictability and consistency. Utilizing one service creates efficiencies throughout the valley keeping costs transparent as well as keeping costs as low as reasonably possible.

Board or Committee Recommendation:

The Mesa County Animal Services Advisory Board has not reviewed the specifics of the Agreement but the members support the joint City-County program as it works well for the benefit of the citizens and the animals.

Financial Impact/Budget:

The 2015 Police Department budget includes the City's share of the City-County program.

Legal issues:

Legal has approved the contract as to form.

Other issues:

None

Previously presented or discussed:

Matter has not been previously presented nor discussed.

Attachments:

Proposed 2015 Mesa County Animal Control Services Agreement

**AGREEMENT
BETWEEN MESA COUNTY AND THE CITY OF GRAND JUNCTION
PERTAINING TO ANIMAL SERVICES.**

The City of Grand Junction, ("City") and Mesa County ("County") have determined that Mesa County shall provide animal services within the City. Those services will be pursuant to the City's home rule powers and under the provisions of §29-1-201, et. seq., C.R.S. as amended. This Agreement, dated _____, 2015, is intended to provide the basis for animal services for the year January 1, 2015 through December 31, 2015.

AGREEMENT

(1) The City has adopted Chapter 6, Article III & IV of the Grand Junction Code of Ordinances, ("Code" or "the Code") for the control of animals within the City. The City hereby agrees to provide the County with the authority necessary to administer and enforce City regulations ("Code"), relating to animal control, within the City.

(2) The County agrees to enforce the Code as now codified and hereafter amended, in accordance with its provisions, consistent with proper enforcement practice and on a uniform basis throughout the City.

(3) During the term hereof, the City will pay to the County, Three Hundred Seventy one Thousand, One Hundred Twenty-one and 00/100, (\$371,121.00). One-fourth of that amount, Ninety Two Thousand, Seven Hundred Eighty and 00/100, (\$92,780.00) shall be paid quarterly. All fines and shelter/impoundment revenues derived from enforcement under this Agreement shall be paid to the County as additional consideration for the services rendered.

(4) The consideration paid by the City to the County is sufficient to support this Agreement and the same is determined as follows:

a. Mesa County's actual expenses for animal services from July 1, 2013 through June 30, 2014, along with Mesa County OMB Circular A-87 Cost Allocation Plan – 2013 Actual Numbers shall be reduced by actual revenues from July 1, 2013 through June 30, 2014. The resulting amount represents the cost of the overall, combined City-County animal services program. The City and County recognize and acknowledge that the County will occasionally incur capital expenditures related to the County facilities, equipment and/or tooling utilized in providing the services referenced in this Agreement. The only capital expenditures that would be permitted in the formula identified in paragraph (4)c. hereof are capital expenditures that have been agreed to in writing by both the City and County prior to such costs for capital expenditures actually being

expended.

b. As part of this Agreement, the County's dispatch and patrol stops are logged within a database. The percentage of animal services attributable to the City is calculated from this data after administrative stops have been deleted.

c. Multiplying the Cost of the Program by the percentage of the workload attributable to enforcement activity within the City yields an amount representing the cost of providing service to the City. The resulting figure is the amount due Mesa County under this Agreement for providing animal control services in 2015.

Listed below is the 2015 calculation:

\$ 729,880.89	personnel expenditures 7/1/13 to 6/30/14
\$ 159,843.86	operating expenditures 7/1/13 through 6/30/14
\$ 241,684.00	Mesa County A-87 Cost Allocation Plan 2013 Actual Expenditures
\$ 0.00	Capital expenditures
\$ 328,117.42	revenues from 7/1/13 through 6/30/14
\$ 803,291.33	cost of city-county program
X 46.2	City's percentage of Animal Control Responses 7/1/13 through 6/30/14
\$ 371,121.00	contract amount due Mesa County in 2015.
\$ 92,780.00	QUARTERLY PAYMENTS DUE Mesa County. Contract amount divided by four (4) quarterly payments.

(5) The County shall provide animal services pursuant to this Agreement during those hours best suited, as determined by the County, for enforcement. The County shall provide a standby system for all other hours. In situations that cannot be handled solely by the County, the Grand Junction Police Department may be called by the County to assist.

(6) The County will select and supervise the personnel providing animal services under this Agreement. Mesa County shall provide to the City, all necessary or required reports on the activities of the animal services officers.

(7) Enforcement actions arising out of or under the Code shall be prosecuted in the Grand Junction Municipal Court. The City agrees to reasonably cooperate with the County in enforcement and prosecution activities.

(8) The County shall be liable and legally responsible for any claims or damages arising from the County's negligent performance of its duties under this Agreement. The City shall be liable and legally responsible for any claims or damages arising under this Agreement for other than the County's negligent performance of its duties.

(9) This Agreement shall terminate upon six months' written notice of intent to terminate, or on December 31, 2015 if the parties to this Agreement enter into a new agreement for the provision of animal control services in the succeeding year as set forth below. Notice to terminate, if issued, shall be sent to the appropriate signatory of this Agreement by certified mail.

(10) It shall be the responsibility of the County to provide the City with a proposed animal services Agreement for 2016 services no later than November 1, 2015. After review of the proposed Agreement will, on or before December 1, 2015, either issue a preliminary acceptance of the proposed Agreement or a written notice of termination of the existing Agreement and a statement of the City's intention not to enter into the proposed Agreement for animal services in the succeeding calendar year.

(11) If preliminary acceptance has been given, the proposed Agreement shall not become effective until expiration of the then existing Agreement and until signed by the parties. The City's preliminary acceptance may be withdrawn at any time prior to signing of the Agreement by notification of termination being sent to the County as specified in paragraph 9. If preliminary acceptance is withdrawn by a notice of termination, the City will pay for, and the County will provide, animal services for six (6) months from the date of the notice of termination.

(12) The terms and rates for the six (6) months service continuation period after notice of termination shall be those agreed to by the parties in the 2015 Agreement, unless the six months extends beyond December 31, 2015, in which case the remainder of the six months shall be controlled by the terms and rates of the proposed Agreement, which shall be effective during the service period following December, 2015 until the completion of the six months termination period.

(13) If terms and conditions of the proposed Agreement are not accepted by the parties in the form of a signed written Agreement, on or before December 31, 2015, the provision of animal services to the City shall cease June 30, 2016.

Attest:

CITY OF GRAND JUNCTION

City Clerk:

Mayor:

Date: _____

Date: _____

Attest:

COUNTY OF MESA

County Clerk:

Board of County Commissioners
Chairperson:

Date: _____

Date: _____



Attach 6

CITY COUNCIL AGENDA ITEM

Date: December 12, 2014
Author: Mike Vendegna
Title/ Phone Ext: 254-3843
Proposed Schedule: January 7,
2015
2nd Reading (if applicable): NA

File # (if applicable): _____

Subject: Purchase of an Agricultural Weed Abatement Tractor with Attachments
Action Requested/Recommendation: Authorize the City Purchasing Division to Enter into a Contract with U.S. Tractor & Harvest for the Purchase of an Agricultural Weed Abatement Tractor with Attachments in the Amount of \$155,300
Presenter(s) Name & Title: Rob Schoeber, Parks and Recreation Director Jay Valentine, Internal Services Manager

Executive Summary:

The request to purchase an agricultural tractor to include attachments is in conjunction with a Fleet Services recommended reduction/redeployment of fleet assets plan implemented in January 2014 within the Parks Operations Divisions. The purpose of the plan is the reduction of aging/underutilized fleet equipment which will result in an overall cost savings to the General Fund by reducing equipment rental and repair charges assessed to the Parks Department.

Background, Analysis and Options:

Over the past several years the Parks Operations Divisions and Fleet Services have held back the replacement of several pieces of aging high maintenance equipment. The result has been inefficiencies in operations when a piece of equipment no longer functions as intended and replacement parts become obsolete. This in turn has allowed the Park Divisions to re-evaluate their operations and make improvements in the way their staff performs tasks. The Weed Abatement program is responsible for the mowing and maintenance of over 500 acres of undeveloped properties, right-of-ways, detention ponds, and storm drain areas, in which many have steep, hard to cut slopes.

This agricultural weed abatement tractor with front and side mounted mowers, including a rear Power-Take-Off for a sprayer attachment, would replace two aging tractors, and improve mowing efficiency from the current rear mounted rotary mower. This tractor will have a quick attach front end loader making the tractor a benefit to Operations Divisions throughout the entire year versus single use during the weed growing season.

The tractor and attachments are replacing equipment that has been scheduled for replacement through the equipment replacement committee. The Parks Division will be replacing two separate units, units 1429 and 1196 and attachments / implements 1138

and 906, thus reducing the fleet size by three (3) units. The budgeted amount for these 4 units is \$218,966.

A formal invitation for bids was issued via BidNet (an on-line site for government agencies to post solicitations) and advertised in The Daily Sentinel. Two companies submitted five formal bids, all of which were found to be responsive and responsible.

FIRM	LOCATION	COST
U.S. Tractor & Harvest, Inc.	Grand Junction, CO	\$155,300.00
U.S. Tractor & Harvest, Inc. Alternate 2	Grand Junction, CO	\$156,500.00
Western Implement Co, Inc.	Grand Junction, CO	\$157,090.00
U.S. Tractor & Harvest, Inc. Alternate 1	Grand Junction, CO	\$171,050.00
U.S. Tractor & Harvest, Inc. Alternate 3	Grand Junction, CO	\$186,050.00

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 12: *Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.*

The purchase of a large tractor with front and side mounted mowers, as well as a front end loader attachment will greatly improve efficiencies within all Parks Operations Divisions. The timely replacement of this aging equipment will help ensure that many vital community services will continue to be provided.

How this item relates to the Economic Development Plan:

This project relates to the Economic Development Plan by maintaining and improving the City of Grand Junction properties through the Weed Abatement Program.

Board or Committee Recommendation:

This equipment replacement was approved by the equipment committee and Fleet Services.

Financial Impact/Budget:

Budgeted funds for this purchase have been accrued in the Fleet Replacement Internal Service Fund.

Legal issues:

There are no known legal issues with the procurement. Following approval, a standard purchase order for the equipment will be executed.

Other issues:

None

Previously presented or discussed:

This planned reduction of equipment was discussed at a workshop in 2013.

Attachments:

None.



Date: December 15, 2014
 Author: Harry Weiss
 Title/ Phone Ext: 256-4134
 Proposed Schedule: _____
January 7, 2015
 2nd Reading (if applicable): _____
 File # (if applicable): _____

Attach 7

CITY COUNCIL AGENDA ITEM

Subject: Outdoor Dining Lease for Bar One, LLC, dba The Local, Located at 336 Main Street
Action Requested/Recommendation: Adopt Proposed Resolution
Presenter(s) Name & Title: Harry M. Weiss, DDA/DGJBID Executive Director

Executive Summary:

Bar One, LLC, located at 336 Main Street, is a new tenant occupying the former location of Loree’s Seafood & Steak House. As a new business entity, Bar One, LLC, is requesting a first-time Outdoor Dining Lease for an area measuring approximately 275 square feet directly in front of their building. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their licensed premise and allow alcohol sales in this area. The outdoor dining area comprises the same enclosed sidewalk dining area previously occupied by Loree’s.

Background, Analysis and Options:

Council approved the expansion of sidewalk dining with liquor service in July 2004. However, at that time, it was made clear that permission to serve alcohol on the sidewalk would require a specific lease of the public right-of-way in order to expand the licensed premise under the business’s individual liquor license. In Spring 2012 Council approved a newly revised standard Lease Agreement that is being used in this instance. Approval of this lease will allow the applicant to apply for expansion of its premises through the proper State and City agencies.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 4: *Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.*

The addition of outdoor dining areas continues to support the vibrant atmosphere of the downtown area, and offers a significant business opportunity for increased sales and greater customer satisfaction.

How this item relates to the Economic Development Plan:

Area of Emphasis: Economic Development

Primary Role: Supporting existing businesses and keeping costs transparent, predictable and as low as possible

Outdoor dining has increasingly become a standard business practice among Downtown restauranteurs, and an expectation of the dining customer. Allowing the use of the public right-of-way at nominal cost by private business increases the operator's economic opportunity, the customer's satisfaction, and augments the overall vibrancy and vitality of the Downtown commercial district.

Board or Committee Recommendation:

There is no board or committee recommendation.

Financial Impact/Budget:

Tenant shall pay \$275 a year for the leasehold premises located in the public right-of-way.

Legal issues:

In order to legally use the public right-of-way for dining purposes, the City Council must issue a revocable lease of the public right-of-way. For liquor licensed establishments, the license must have legal possession of the premises upon which they intend to serve alcoholic beverages.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This has not been previously discussed.

Attachments:

Resolution Authorizing the Lease of Sidewalk Right-of-Way to Bar One, LLC, with supporting documents.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK
RIGHT-OF-WAY TO BAR ONE, LLC DBA THE LOCAL,
LOCATED AT 336 MAIN STREET**

Recitals:

The City has negotiated an agreement for Bar One, LLC, to lease a portion of the sidewalk right-of-way located in front of 336 Main Street from the City for use as outdoor dining; and

The City Council deems it necessary and appropriate that the City lease said property to Bar One, LLC.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way for an initial term commencing January 7, 2015, and terminating in 2016 on the date concurrent with the expiration of Bar One's Hotel Restaurant Liquor License, for the rental sum of \$275.00, to Bar One, LLC.

PASSED and ADOPTED this _____ day of _____,
2015.

President of the Council

Attest:

City Clerk

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____ 20____, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter “City”) and, BAR ONE, LLC, dba The Local, as Lessee, (hereinafter “Lessee”), and the Grand Junction Downtown Development Authority as Lessor’s Administrative Agent, (hereinafter “DDA”).

RECITALS:

The City by Ordinance No. 3650 and subsequently amended by Ordinance No. 4120 established a Sidewalk Restaurant commercial activity permit for restaurants in the Downtown Shopping Park (DSP) on Main Street, Seventh Street and Colorado Avenue.

In accordance with that authority, the City Council and the DDA desire to make certain areas of the sidewalk in the DSP and at other locations as authorized available by lease to proximate land owners and/or lessees that want to make use of a portion of the public way for outdoor dining with or without alcohol service.

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

1. Demise of Premises.

Option B: The City does hereby lease to Lessee the Premises (hereinafter “Premises”) comprising approximately 275 square feet of the public way located in front of and immediately abutting the Lessee’s business. The Premises and the location of Lessee’s primary business facility are more particularly described in the attached Exhibit A.

A brief description of the Lessee’s business is attached as Exhibit B.

2. Term.

The term of this Lease shall commence on January 7, 2015, upon ratification by Grand Junction City Council. Upon signature by all parties this Agreement supersedes all prior leases, and terminates in 2016 on the date concurrent with the expiration of Lessee’s Hotel Restaurant Liquor License.

3. Rental.

Lessee shall pay rent to Lessor at the rate of \$1.00 per square foot per year. However, for the initial term of this Lease, Lessee shall pay the total sum of \$275.00, which sum shall be payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

4. Permitted Uses and Hours of Operation.

Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or beverages to the public. The Premises may be open to the public during Lessee’s normal business hours, but in no event shall food and/or beverage service extend beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music performance is permitted on the Premises, provided any

amplification utilized shall not result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises boundaries.

5. Assignment or Subletting Prohibited.

Lessee shall not have the right to assign the lease or to sublet the Premises in whole or in part without the prior written consent of the City.

6. Compliance with Legal Requirements.

Lessee shall comply with all applicable requirements of any governmental or quasi-governmental body including City, County, State or Federal agencies, boards, councils and commissions having jurisdiction respecting any operation conducted on the Premises by Lessee or any equipment, installations or other property placed upon, in or about the Premises by Lessee.

Lessee further agrees to comply with all rules of the DDA relating to the use of the Premises. Prior to commencing alcohol service in the Premises, Lessee shall include the Premises in the licensed service area as required by the liquor laws of the State and City.

Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.

7. Taxes.

Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Lessee's possessory interest, improvements, furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises. All such amounts shall be paid prior to delinquency.

8. Utilities.

Lessee shall make arrangements for all utilities, if any, needed at the Premises and is responsible for payment of the fees and charges arising out of the provision and/or use of the utility service(s).

9. Improvements and Personal Property.

All construction, improvements, installations, furniture, fixtures and/or equipment on the Premises shall comply with the following:

a. Lessee may place furniture, fixtures and equipment in the Premises so long as the same do not endanger any passersby or patrons, and are secured to resist wind. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Premises nor impede pedestrian traffic on the sidewalk adjoining the Premises. The terms of this paragraph shall be construed to include but not be limited to perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee. The Lessee may store its fixtures on the Premises at its own discretion and shall accept and retain full responsibility and liability for any damage to or theft of such fixtures. Required perimeter fencing shall be continuously maintained during the term of this Agreement.

b. Lessee shall provide a physical demarcation of the perimeter of the Premises, such as planters or stanchions, subject to DDA approval of the form and location of the same, to facilitate

monitoring of potential encroachments beyond the Premises. If alcohol service is permitted in the Premises, the perimeter of the Premises shall be enclosed by a fixed perimeter enclosure no less than thirty (30) inches in height, the material, design and installation of which shall be approved by the DDA. Openings in the enclosure shall not be less than 44 inches wide. If there is a gate it must swing inward to prevent obstruction of the sidewalk.

c. No gas lighting shall be permitted in the Premises. Battery powered lights, candles in wind-protected enclosures, and low wattage electric lights, such as Christmas lights, shall be allowed. Under no circumstances shall electrical wires, extension cords or similar wiring, cables or conduit extend beyond the Premises into the public way, (easement area or otherwise) nor cross pedestrian paths, nor be placed so as to create a tripping hazard. Any suspended lighting must be securely installed to prevent dislodgement, sagging, or other hazard.

d. Signs are expressly prohibited on the Premises, except for the following: i) menu signs in compliance with the City sign code, and ii) umbrellas that display the Lessees business logo, and/or the logo of only one business product that is featured and representative of the theme of the business. Signs shall be subject to approval by the DDA and City. Third party business signs and/or identification are expressly prohibited on the Premises.

e. Lessee shall not utilize sidewalk trash and/or recycling receptacles for refuse generated within the Premises. Lessee may provide a private trash and/or recycling receptacle within the Premises provided that it is emptied and maintained on a regular basis.

f. Lessee shall remove any personal property, including but not limited to improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Premises promptly upon expiration without renewal of this Agreement. Failure to remove said property within ten (10) days of expiration shall be deemed an abandonment of said property, and result in ownership thereof transferring to the DDA which shall have the right to dispose of said property as its own.

10. Safe and Sanitary Condition.

Lessee shall at all time keep the Premises in good repair and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Premises or by any injury or accident occurring thereon. Lessee shall be responsible, subject to applicable law regulating the discharge of contaminants to the sewer for power-washing or steam cleaning the sidewalk surface of the Premises twice yearly.

11. Lessor and Agent not Liable for Damages or Injuries.

Lessor and its Administrative Agent shall not be responsible to Lessee or to any other person or entity for damages or injuries arising out of the Lessee's use of the Premises. Lessor and/or its Administrative Agent are not an insurer for Lessee's activities and Lessee shall obtain appropriate insurance against potential damages, injury, lost profit or advantage and any and all other claims as determined in the Lessees sole and absolute discretion. Lessee shall indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Premises.

12. Insurance.

Lessee agrees to furnish Certificates(s) of Insurance at least fifteen (15) days prior to the commencement of the term of this Agreement as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Premises. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.

13. Inspection, Access and Improvements by City and/or DDA.

Lessee agrees to permit the City, its designated representatives, and/or the DDA to enter upon the Premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. Lessee further agrees that if the City shall determine to make changes or improvements affecting the Premises which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes that continue for a period in excess of 14 continuous days during a lease period.

14. Delivery and Condition of Premises upon Expiration or Termination.

Lessee agrees to surrender and deliver up the possession of the Premises in substantially the same condition as received, ordinary wear and tear and approved improvements excepted, promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.

15. Limitation of Rights Demised.

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

16. Sale or Transfer of Lessee's Business Interest

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

17. Attorney's Fees.

If legal action is taken by either party hereto to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees. If the City and/or DDA uses in-house counsel to prosecute or defend any action arising out of or under this Agreement the City and/or DDA shall be entitled to recover the value of those services at the prevailing rate of private litigation counsel in Grand Junction.

18. Waiver.

No failure by Lessor to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of Lessor's right to subsequently exercise same. Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Lessor's failure to timely assert his rights. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.

19. Default.

a. Each and every one and all of the following events shall constitute an Event of Default:

i) If Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors;

ii) if involuntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated, within ten (10) days after the institution or appointment;

iii) if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and/or fails to pay any tax or assessment of the State, City or DDA and does not make the payment within ten (10) days after written notice thereof. For the purposes hereof, all sums due from Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein and Lessee has absolutely no right of offset;

iv) if Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure or performance continues for a period of thirty (30) days after notice thereof;

v) if Lessee vacates or abandons the Premises;

vi) if the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntarily or involuntarily except as herein permitted;

vii) if Lessor, in any four month period during the Term, or spanning consecutive Terms, gives any notice to Lessee pursuant to subparagraphs iii) or iv) above, notwithstanding Lessee's cure of default within the allowable period or periods.

b. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right, at its option, to utilize any one or more of the following rights:

i) to cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten (10) days prior to the effective date of such termination. Upon the expiration of said ten (10) day period, the Lessee shall have no further rights under this Lease Agreement (but such cancellation shall not serve to release or discharge the damages Lessee owes to Lessor); and/or

ii) to make any payment required of Lessee herein or correct any condition required to be corrected by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting any such condition and to remain on the Premises until the complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein; and/or

iii) to reenter the Premises immediately with or without order of court and without claim of trespass, remove the property of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall

have the right to terminate this Lease Agreement by giving ten (10) days notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease Agreement. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises and placing them in satisfactory condition; and/or vi) all other rights and remedies provided by law to a Lessor with a defaulting Lessee including all such money damages as Lessor shall be entitled pursuant to the law of damages.

c. In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an Event of Default, then the provisions establishing the least amount of time to cure after notice shall prevail.

d. Upon any breach hereof, regardless of whether such breach is, or becomes, an Event of Default; Lessor shall be reimbursed by Lessee for any reasonable attorney's fees incurred by Lessor in connection with such breach.

20. Notices and Written Consents.

All notices and written consents required under this Agreement shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

To Lessor: City of Grand Junction c/o City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

To Lessee: Bar One, LLC
336 Main Street
Grand Junction, CO 81501

To Agent: Downtown Development Authority, c/o Executive Director
248 South 4th Street
Grand Junction, CO 81501

Notices shall be deemed served upon posting the same addressed above and sent as First Class United States mail.

21. Binding Effect and Complete Terms.

The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and Lessee and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee. This Lease supersedes all prior leases between Lessor and Lessee.

22. Construction of Lease.

This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

23. Performance Standards.

It is the intention of all parties hereto that the obligations hereunder and actions related hereto will be performed in accordance with the highest standards of commercial reasonableness, common sense and good faith.

24. Authorization of Parties.

Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership and that reasonable evidence of such authorization will be provided to the other party upon request.

25. Administrative Agent.

In conformance with the City’s delegation of management responsibilities and authority concerning the Downtown Shopping Park and others areas of the public way in downtown Grand Junction, the City designates the DDA to serve as its Agent for the administration and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

Lessor:
City of Grand Junction

Lessee:
Bar One, LLC

By: Richard Englehart, City Manager

By: Kristin Mercer, Member-Manager

Agent:
Downtown Development Authority

By: Harry M. Weiss, Executive Director

Exhibit A: Proposed Lease Area (include dimensions and a sketch)

The area of sidewalk immediately in front of and abutting
336 Main Street, Grand Junction, CO (Mesa County Parcel Number 2945-143-15-022)
more particularly described in the dimensioned sketch below:

Exhibit B: Brief Description of Business / DDA Certification: include date, who prepared and lessee signature or initials

Business Name (name of insured): Bar One, LLC

DBA (if needed): The Local

Applicant / Relationship to Business: Kristin Mercer, Member-Manager

Contact Phone and Email: (970) 208-6922 cell;

Type of Food/Beverage to be served in leased area: Food and Alcohol

Days of Operation / Operating Hours: _____

How this operation will benefit Downtown Grand Junction:

Additional outdoor dining option for downtown patrons

Number of tables to be used in the leased area: 8-20

Number of chairs to be used in the leased area: 24-40

Semi-permanent or movable structures including carts, stands, signs, etc: NA

Describe any musical or vocal presentations or effects to be used in the leased area:

NA

Copies of Current

Permits & Licenses Obtained: State Sales Tax _____

City Sales Tax _____

Liquor License _____

Restaurant/Food Service _____

Proof of Liability Insurance Coverage Provided? _____

DDA Certification: The Downtown Development Authority hereby finds that this application is proper, that all applicable permits have been obtained or will be obtained, that it is in compliance and will further the goals and objectives of the Plan of Development for Downtown Grand Junction, and that no current application exists for this location.

Signed: _____

Date: _____

If denied, state reason:

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

The Applicant assures the Downtown Development Authority and the City of Grand Junction that if a lease is issued, s/he will comply with all of the requirements and provisions of Grand Junction City Ordinance 3609, all other applicable ordinances and laws, and the Plan of Development for Downtown Grand Junction. The applicant further assures that s/he has obtained or will obtain all of the necessary and required permits or licenses to engage in the business or activity proposed.

I, _____, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:

(a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and

(b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

I realize that consideration for this release is the granting of a lease to me by the City of Grand Junction, and I realize and agree that this Hold Harmless/ Indemnity Agreement shall take effect whenever I begin to conduct the type of activities for which the lease has been applied or when the permit is issued, whichever is earlier. I also understand and agree that this agreement shall apply to any activities which I carry on which are done in violation of the terms of this lease.

Executed this ____ day of _____, 20 ____.

Signed: _____



Date: December 23, 2014
 Author: Lori V. Bowers
 Title/ Phone Ext: Sr. Planner / 256-4033
 Proposed Schedule: 2nd Reading: Jan 7, 2015
 File #: PLD-2014-447

Attach 8
CITY COUNCIL AGENDA ITEM

Subject: Rezoning and Approving an Outline Development Plan for the Grand Junction Housing Authority Senior Living Planned Development, Located at 805 Bookcliff Avenue
Action Requested/Recommendation: Adopt Ordinance on Final Passage and Order Final Publication in Pamphlet Form
Presenter(s) Name & Title: Lori V. Bowers, Senior Planner Kristen Ashbeck, Senior Planner

Executive Summary:

The Grand Junction Housing Authority is requesting approval to rezone 3.763 acres from R-16 (Residential – 16 units per acre) to PD (Planned Development) with a default zone of R-24 (Residential – 24 units per acre) and recommendation to City Council of approval of an Outline Development Plan (ODP) for the Grand Junction Housing Authority (GJHA) Senior Living Planned Development, Highlands Apartments.

Background, Analysis and Options:

The Housing Authority purchased the subject property in August 2013. The property has been known as the Epstein property for many years as the previous owner was Emanuel Epstein. The parcel was annexed into the City in 1964 as the McCary Tract Annexation. Air photos dating back as far as 1937 show the property as vacant.

The Housing Authority proposes to construct 128 apartment dwelling units for seniors on the parcel. The rezone to Planned Development will allow the flexibility to subdivide the parcel into two separate lots and to construct two buildings in two phases, with the buildings sharing a wall along the shared lot line. This is flexibility which the Housing Authority needs to secure its funding. The two lots will share common elements as well such as common interior recreation, meeting and office space, parking and outdoor walkways and open space. A side setback of zero is not an available bulk standard in an R-16 or R-24 zone district.

In addition, since first reading of this ordinance, more detailed design of the site and building has started. The applicant is requesting a 10-foot front setback for the building from the Bookcliff Avenue frontage in order to provide design flexibility along Bookcliff Avenue and provide for more functional design of units and open space in and between the proposed buildings. Thus, the ordinance has been modified since first reading to include this setback deviation in the proposed Planned Development zone.

The public benefits supporting the PD zoning with modifications to the underlying R-24 zone district include needed housing types, more efficient use of existing public infrastructure and infill.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 4: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

The proposed project will provide needed affordable housing on an infill site within the City Center, taking advantage and making efficient use of existing infrastructure and amenities in the area.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

The proposed project will provide affordable senior apartment living in an area where needed services are readily available.

How this item relates to the Economic Development Plan:

Goal: Continue to make strategic investments in public amenities that support Grand Junction becoming “the most livable community west of the Rockies by 2025.”

The proposed project is a quality development and will provide visual appeal through attractive architectural design and public spaces throughout the Planned Development. It will also provide a needed housing type and housing close to medical, shopping, public transportation routes and downtown.

Board or Committee Recommendation:

The Planning Commission forwarded a recommendation of approval to the City Council after their public hearing of the original version of the ordinance held on December 9, 2014. The minutes are not available at this time. Rich Krohn, representative for the Housing Authority gave a brief presentation to the Commission. There was no public comment regarding the project.

Financial Impact/Budget:

No financial impact can be identified at this time.

Legal issues:

There are no legal issues identified at this time.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This item has not been previously presented or discussed.

Attachments:

Staff Report

Site Location Map / Aerial Photo Map

Comprehensive Plan Map / Existing Zoning Map

Neighborhood Meeting Notes with Sign In Sheet

Planning Commission Minutes

Outline Development Plan

Planned Development Rezone Ordinance

BACKGROUND INFORMATION					
Location:		805 Bookcliff Avenue			
Applicants:		Grand Junction Housing Authority, owner and developer. Rich Krohn, representative.			
Existing Land Use:		Vacant land			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	St Mary's Hospital property and Colorado West Senior Citizens housing			
	South	Tope Elementary School and Grounds			
	East	Apartment building and single-family residences			
	West	Business offices			
Existing Zoning:		R-16 (Residential – 16 units per acre)			
Proposed Zoning:		PD (Planned Development)			
Surrounding Zoning:	North	PD (Planned Development) & R-16 (Residential – 16 du/ac)			
	South	R-8 (Residential – 8 units per acre)			
	East	R-16 (Residential – 16 units per acre)			
	West	B-1 (Neighborhood Business)			
Future Land Use Designation:		Business Park Mixed Use			
Zoning within density range?		X	Yes		No

ANALYSIS

Background

The proposed project is located on the south side of Bookcliff Avenue between 7th Street and 9th Street across from the south terminus of Little Bookcliff Avenue. The Grand Junction Housing Authority purchased the subject property in August 2013. The parcel was annexed into the City in 1964 as the McCary Tract Annexation. Air photos dating back as far as 1937 show the property as vacant.

The property consists of 3.763 acres. The half street right-of-way at the north boundary of the subject property is 30 feet by 550 feet (16,500 square feet) or .379 acres, making the total acreage for density calculation 4.142 acres. The applicant proposes to develop the property into 128 units of multi-family residential units for seniors in two phases, with each phase consisting of 64 residential units, resulting in an ultimate proposed density of 30.9 units per acre. In addition, an area for indoor amenities such as offices for resident service provider visits (such as home health care and Veterans Administration) together with common fitness, wellness, and socializing areas is anticipated to be constructed as part of the first phase.

Common open space is proposed to be shared by Phase 1 and Phase 2, including planned shared active open space between the Phase 1 and Phase 2 buildings and a walking trail around the west, south, and east perimeters of the property. The south and east boundaries of the property have existing fencing. The Zoning and Development Code requires a fence as a buffer between residential and commercial properties/zones. This requirement would affect the west boundary of the property which abuts an office building. The commercial neighbor, however, has indicated it would prefer no fence, but possibly some other landscaped buffer or berm or open fencing design, on that property line to preserve the open feel of the area. As part of the PD zone, staff recommends including flexibility in this requirement.

The public will benefit from the development, construction, and operation of affordable multi-family housing for low to moderate income seniors on this property, which will be facilitated by PD zoning. PD zoning will allow for the possibility of a greater quality and quantity of private open space and other recreational amenities appropriate for seniors, including a private walking trail around the property. Additional housing is needed in our community for low to moderate income seniors, particularly in a location such as this near St. Mary's Hospital and other services, businesses, transportation and amenities necessary or desirable for this demographic.

A neighborhood meeting was held on November 24, 2014. There were approximately eight interested neighbors, along with the representatives and staff who attended the meeting. The notes are attached to this report.

Consistency with the Comprehensive Plan

The proposed ODP is consistent with the Comprehensive Plan goals stated below:

Goal 4: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

The Future Land Use Map of the Comprehensive Plan shows this area to develop with the designation of Business Park Mixed Use. Applicable zones that implement this designation include R-8, R-12, R-16, R-24, R-O, B-1, CSR, BP and I-O. R-24 is the requested default zone for the proposed Planned Development.

Review criteria of Chapter 21.02.150 of the Grand Junction Municipal Code

Requests for an Outline Development Plan shall demonstrate conformance with all of the following:

The Outline Development Plan review criteria in Section 21.02.150(b):

- a) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies.

The project meets the Comprehensive Plan Goals stated below.

Goal 4. “Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.” The proposed project will provide needed affordable housing on an infill site within the City Center, taking advantage of making efficient use of existing infrastructure and amenities in the area.

Goal 5. “To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.” The proposed project will provide affordable senior apartment living in an area where needed services are readily available.

The Grand Valley Circulation Plan defines Bookcliff Avenue as a minor collector. There are no major improvements required for Bookcliff Avenue with the proposed use. All other access will be internal with the use of drive aisles and parking areas.

b) The rezoning criteria provided in Section 21.02.140 of the Grand Junction Municipal Code (GJMC).

(1) Subsequent events have invalidated the original premises and findings; and/or

The original premise has not been invalidated. The rezone request meets the goals and criteria of the Comprehensive Plan and the zoning that supports the future land use designation of Business Park Mixed Use. The PD zone designation will allow the applicant a higher and better use of this infill site.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The subject parcel has been vacant since it was annexed into the City in 1964. Growth has taken place on all surrounding properties, and some properties have re-developed in this area as the subject parcel remained vacant. This is an infill project in an area where all support and public amenities exist, particularly for this type of proposed use.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

The vicinity of the subject property contains a variety of uses. St. Mary’s Hospital property is located directly north and to the northwest of the subject property. Tope Elementary School and grounds is located immediately to the south. The property to the west is zoned B-1 and developed for business uses. There are restaurants within walking distance to the property and Grand Valley Transit has stops located nearby on Bookcliff Avenue.

(4) 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/or

This is one of the last vacant parcels of land in this highly desirable area in the City Center. To accommodate a Planned Development on the site will allow for better design and utilize the amenities and services of this area more efficiently.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The community will benefit by a housing type that is needed. This is an ideal location for this type of housing since it is near the hospital, medical offices, restaurants and bus service.

- c) The planned development requirements of Section 21.05.040(f) GJMC;
1. Setback Standards – The applicant is requesting the setbacks for the property to be the same as those in the R-24 zoning district except for the allowance of a 10-foot front setback from Bookcliff Avenue and zero setbacks for the side setbacks interior to the parcel. It is anticipated that the parcel will need to be split for financing reasons for development of Phase 2. The development plan anticipates that the buildings constructed in Phases 1 and 2 will be attached, sharing the common interior spaces that are constructed with Phase 1.
 2. Open Space – Common open space is to be provided to be shared by Phase 1 and Phase 2, including planned shared active open space between the Phase 1 and Phase 2 buildings and a walking trail around the west, south, and east perimeters of the property.
 3. Fencing/Screening – The south and east boundaries of the property have existing fencing. The west boundary of the property will be fenced for B-1 zone compatibility. The Owners Association of the B-1 zoned property request that the required fencing be an open style of fence or provide a landscaping screen/berm for the buffer required by the Zoning and Development Code.
 4. Landscaping – Landscaping will be provided as part of the development in compliance with city requirements.
 5. Parking – On-site parking will be constructed to meet code requirements for R-24 zoning.
 6. Street Development Standards – This requirement is not applicable. All access to the property will be directly from existing street improvements on Bookcliff Avenue. Interior drive aisles and parking areas will be the only vehicular travel improvements.

- d) The applicable corridor guidelines and other overlay districts in Chapter 21.07.

The subject parcel does not fall in any overlay district or is it subject to any corridor guidelines.

- e) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development.

There are existing bus stops on Bookcliff Avenue. City water and sanitary sewer are available within the street and can be extended through the site from Bookcliff Avenue for service. There is also a storm sewer located in Bookcliff Avenue. The parcel is within the Grand Valley Drainage District which includes the Buthorn Drain sub basin. Drainage detention will be addressed with the review of the site plan, which may include detention features on site.

- f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed.

Access will be from Bookcliff Avenue. Internal drive aisles and parking will accommodate circulation for residents, visitors and employees. Adequate fire access will be provided by the drive aisles.

- g) Appropriate screening and buffering of adjacent property and uses shall be provided;

Fencing and/or a landscape screen or berm will be provided along the western edge of the property as a buffer between the subject parcel and the adjacent property zoned B-1 (Neighborhood Business). The fencing will be open in character so the adjacent property can see through to avoid a walled-in effect.

- h) An appropriate range of density for the entire property or for each development pod/area to be developed;

The existing parcel is 3.763 acres. By adding in the allowed 1/2 Right-of- Way (30' x 550') an additional 16,500 square feet or .379 acres may be added to the property for the purpose of calculating the allowed density. The total acreage for calculating the density is then 4.142 acres. The applicant is proposing 128 units, resulting in a density of 30.9 units/acre. The applicant requests, and staff supports, an overall density of between 24 and 32 units per acre.

- i) An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed.

The default zoning for the Planned Development will be R-24. The setback requirements for R-24 will be utilized with one deviation being the side setback for the interior of the parcel. A zero lot line is requested for the purpose of subdividing the parcel in the future for funding purposes.

- j) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.

Development is anticipated to consist of two phases. Financing efforts and design planning are already underway. It is anticipated that construction of Phase 1 can begin in late 2015. Timing for Phase 2 will be prior to December 1, 2020. Staff proposes the following phasing/development schedule:

Phase 1: Planning Clearance shall be issued no later than December 1, 2015.

Phase 2: Planning Clearance shall be issued no later than December 1, 2020.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Grand Junction Housing Authority application, PLD-2014-447 for a Planned Development, Outline Development Plan, staff makes the following findings of fact and conclusions:

1. The requested Planned Development, Outline Development Plan is consistent with the Comprehensive Plan.
2. The review criteria in Section 21.05.040 of the Grand Junction Municipal Code have all been met.
3. The review criteria in Section 21.02.140 of the Grand Junction Municipal Code (rezoning) will be met.
4. The review criteria in Section 21.02.150 of the Grand Junction Municipal Code have been met.

Site Location Map



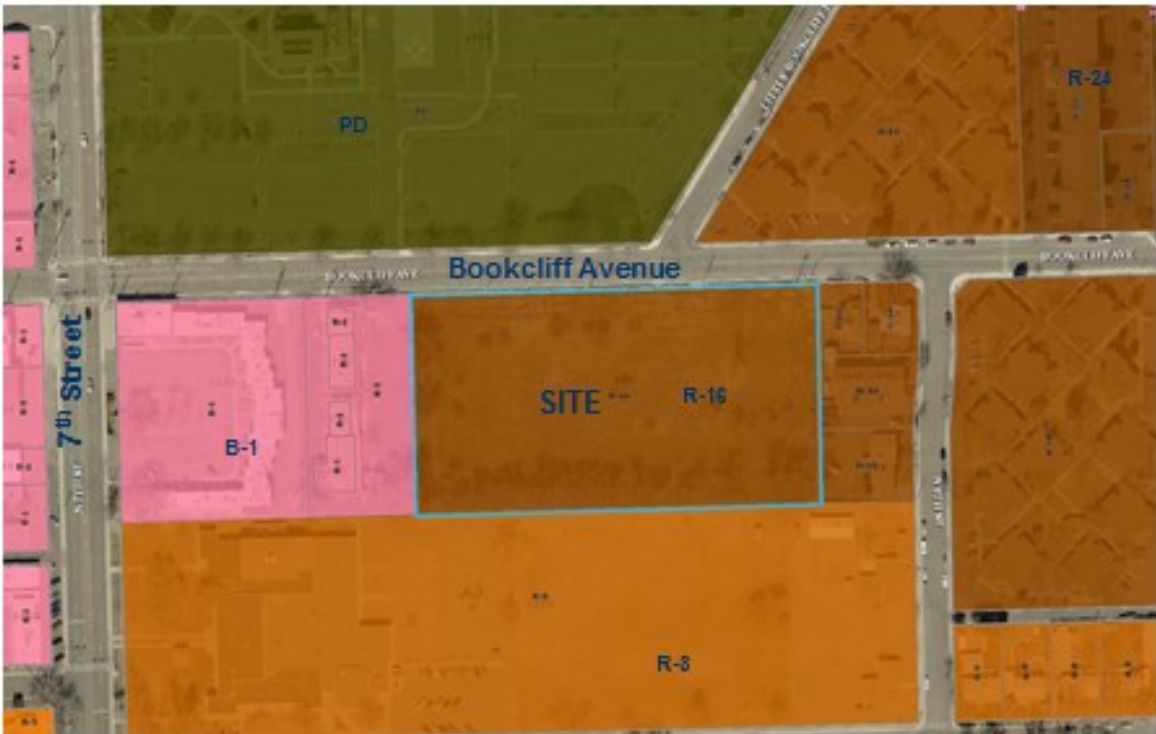
Aerial Photo Map



Future Land Use Map



Existing Zoning Map



NEIGHBORHOOD MEETING NOTES
HIGHLANDS APARTMENTS
805 Bookcliff Avenue Rezone

A neighborhood meeting was held in advance of the anticipated filing by Grand Junction Housing Authority (GJHA) of an application to rezone vacant land owned by GJHA with an address of 805 Bookcliff Avenue on November 24, 2014 at 5:30 pm at The Art Center located at 1803 N. 7th Street. Approximately a half dozen members of the public attended, in addition to representatives of GJHA and Lori Bowers from the City Planning and Development Department. A sign in sheet was available to attendees, who were encouraged to sign in. A copy of the sign in sheet is submitted with these notes.

GJHA representatives provided a power point presentation explaining the history of GJHA and describing several of its previous affordable multi-family housing developments in Grand Junction. The presentation also included visual representations of the results of a three day charrette conducted by several architects and graduate level architectural students under the auspices of University of Colorado at Denver to brainstorm possible designs for the development of this property as senior housing for low to moderate income residents. It was explained that the charrette was not a representation or guaranty of what will be constructed on the property, but rather an intensive effort to identify strengths and constraints associated with the property and one or more ways in which the desired goal of high quality affordable senior housing could be constructed on the property while maintaining compatibility with the surrounding neighborhood.

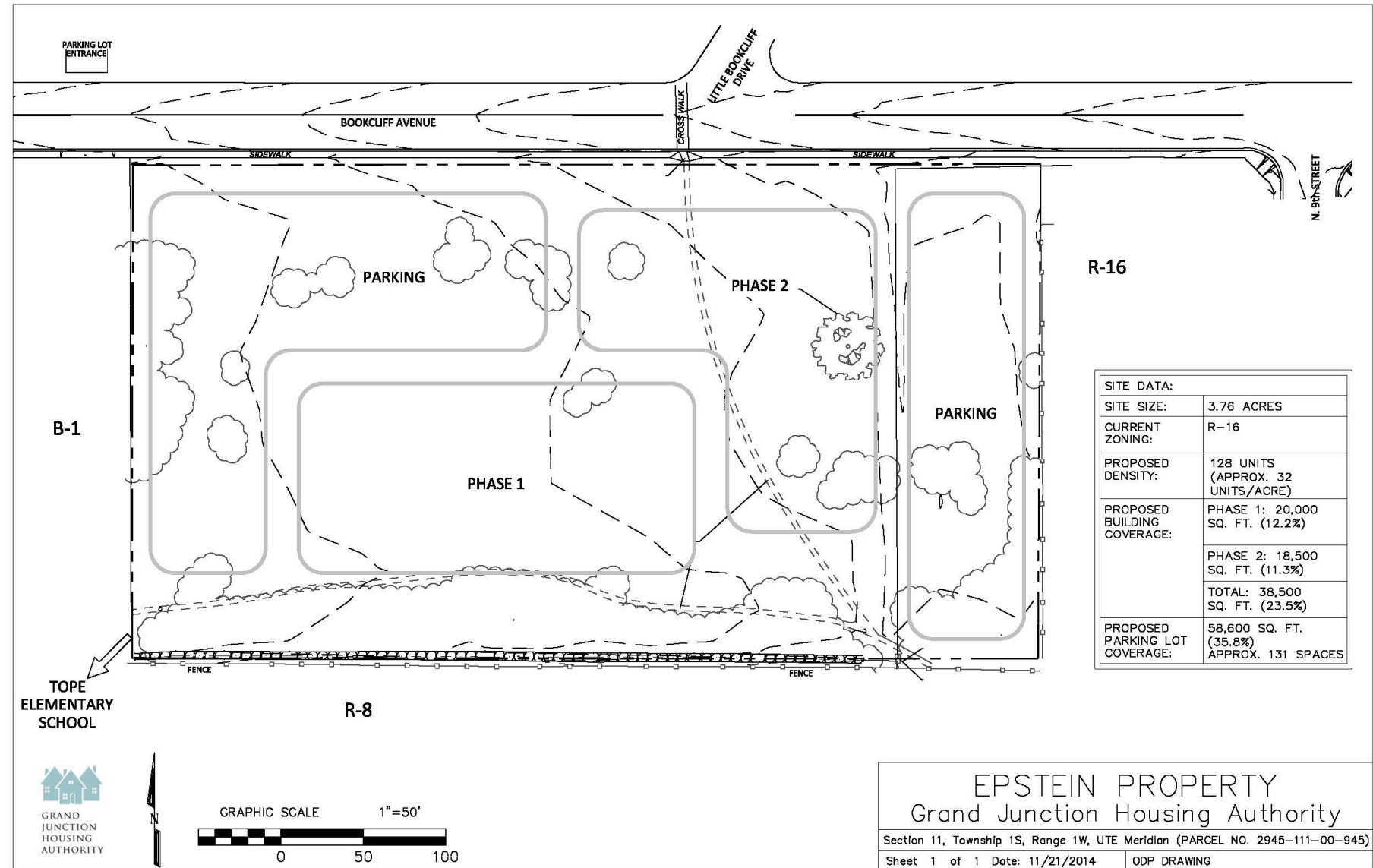
The meeting lasted about an hour and included an extensive question and answer session. Matters discussed included fencing, landscaping, planned development zoning, parking and design possibilities.

24 NOV 2014

GJHA
805 Brookcliff AVE
Neighborhood Intg

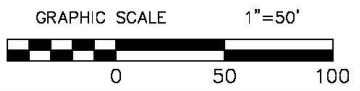
Sign IN Sheet

<u>NAME</u>	<u>Address</u>	<u>PHONE</u>	<u>EMAIL</u>
LISA REW	(905 Brookcliff)	210-5916	-
Kevin Sparte	284 Gloucester Cir E	986-7129	ksparte@outlook.com
Tim Spaul	762 1/2 Rd Fwy	986-5669	Tspaul@ohio.org
KATE FISCHER	24 Columbus Canyon Rd	433-8297	katefisher@aol.com
George Wheeler	3820 Applewood	245-1712	
LORI BOWERS	City Planning		
Aker Carmichael	2030 158th St.	245-6752	
John Wolcott	729 Brookcliff Ave	260-6532	wwolcott@wolcottllc.net
JODY KOLG	2256 PINETERRACE CT	242-1122	
Scott/GILLIAN AKER	2030 N 8th	270-4067	akercarm@gmail.com
Rich Krohn	744 Horizon Ct, #300	248-5850	krohn@duwile.com



SITE DATA:	
SITE SIZE:	3.76 ACRES
CURRENT ZONING:	R-16
PROPOSED DENSITY:	128 UNITS (APPROX. 32 UNITS/ACRE)
PROPOSED BUILDING COVERAGE:	PHASE 1: 20,000 SQ. FT. (12.2%)
	PHASE 2: 18,500 SQ. FT. (11.3%)
	TOTAL: 38,500 SQ. FT. (23.5%)
PROPOSED PARKING LOT COVERAGE:	58,600 SQ. FT. (35.8%) APPROX. 131 SPACES

TOPE
ELEMENTARY
SCHOOL



EPSTEIN PROPERTY Grand Junction Housing Authority

Section 11, Township 1S, Range 1W, UTE Meridian (PARCEL NO. 2945-111-00-945)
Sheet 1 of 1 Date: 11/21/2014 ODP DRAWING

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE REZONING APPROXIMATELY 3.763 ACRES FROM R-16 TO PD
(PLANNED DEVELOPMENT) AND APPROVING
THE OUTLINE DEVELOPMENT PLAN (ODP)**

**GRAND JUNCTION HOUSING AUTHORITY SENIOR LIVING
PLANNED DEVELOPMENT – HIGHLANDS APARTMENTS
(AKA THE EPSTEIN PROPERTY)
LOCATED AT 805 BOOKCLIFF AVENUE**

Recitals:

A request for a Rezone and Outline Development Plan approval has been submitted in accordance with the Grand Junction Municipal Code. The applicant has requested that approximately 3.763 acres, located at 805 Bookcliff Avenue, be rezoned from R-16 (Residential - 16 units per acre) to PD (Planned Development) with a default zoning of R-24 (Residential – 24 units per acre). The applicant proposes to develop the property into 128 units of multi-family residential units for seniors in two phases, with each phase consisting of 64 residential units, resulting in an ultimate proposed density of 30.9 units per acre. In addition, an area for indoor amenities such as offices for resident service provider visits (such as home health care and Veterans Administration) together with common fitness, wellness, and socializing areas is anticipated to be constructed as part of the first phase.

This PD zoning ordinance will establish the default zoning, including uses and deviations from the bulk standards.

In public hearings, the Planning Commission and City Council reviewed the request for the proposed Rezone and Outline Development Plan approval and determined that it satisfied the criteria as set forth and established in Section 21.02.140 of the Grand Junction Municipal Code and the proposed Rezone and Outline Development Plan is consistent with the purpose and intent of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS REZONED FROM R-16 TO PD WITH THE FOLLOWING DEFAULT ZONE AND DEVIATIONS FROM THE DEFAULT ZONING:

Property to be Rezoned:

All that part of the N1/4 of the SW1/4NE1/4 of Section 11, Township 1 South, Range 1 West of the Ute Meridian, lying East of the center line of North Seventh Street; EXCEPT the West 450 feet of said tract; AND ALSO EXCEPTING THEREFROM all roads, easements and rights of way of record in Mesa County, Colorado.

Containing 3.763 acres, more or less. See Attached Exhibit A, Outline Development Plan.

A. Deviation of Uses

The following uses shall also be allowed:

Management office with residential unit for on-site manager, including support offices for resident service providers such as home health care and Veterans Administration, together with fitness, wellness, and socializing areas. Other indoor amenities may include a coffee shop and/or sandwich shop.

In lieu of a solid fence the required fence buffer on the west side of the property can be open style fencing (to see through) or a landscaping berm.

B. Deviations from Bulk Standards

A zoning density range of 24 to 32 dwelling units per acre.

Minimum front yard setback shall be 10 feet.

Minimum side yard setbacks shall be zero from any new lot line created by subdivision of the property.

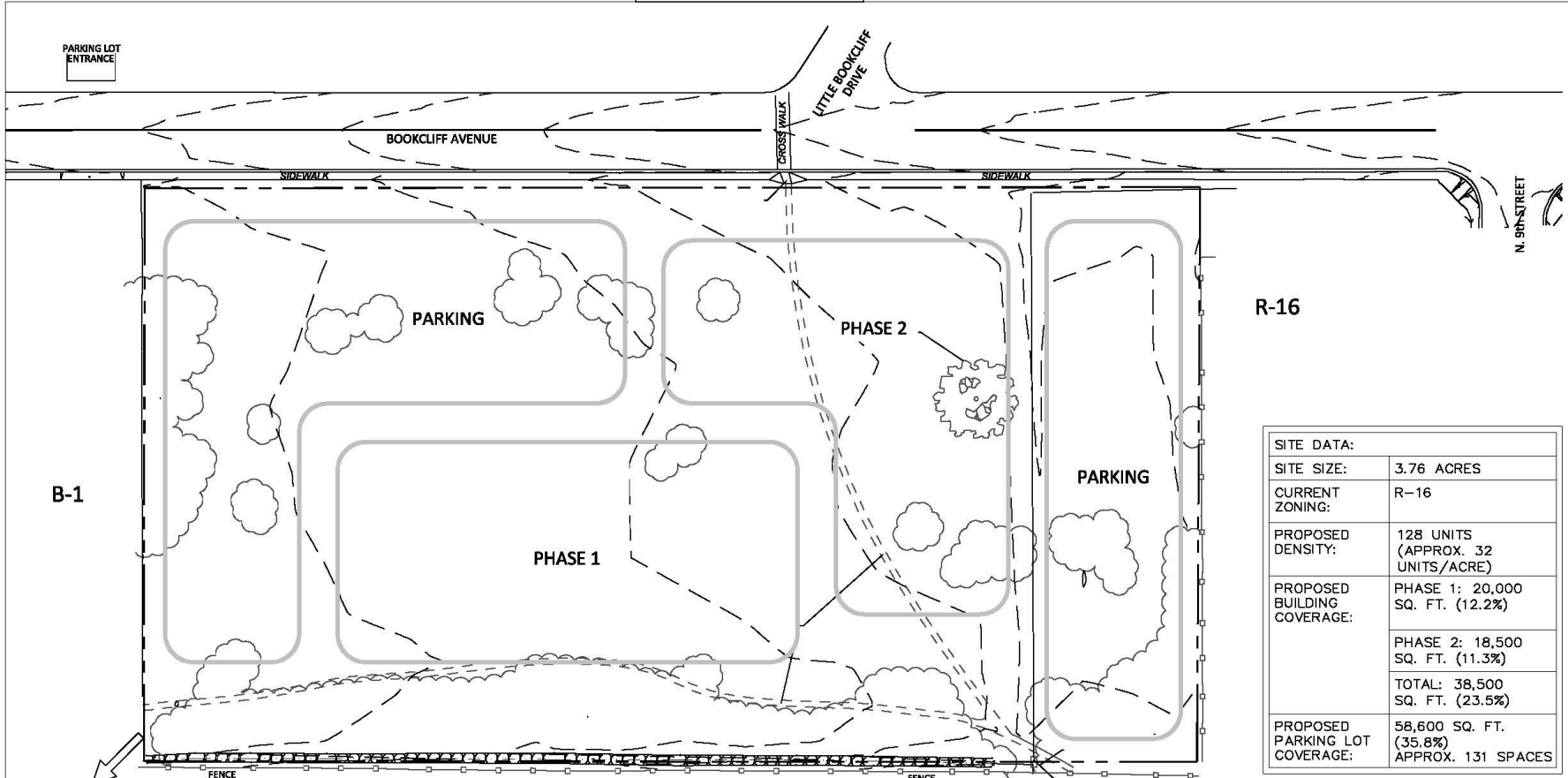
INTRODUCED on first reading on the 17th day of December, 2014 and ordered published in pamphlet form.

ADOPTED on second reading this _____ day of _____, 2015.

ATTEST:

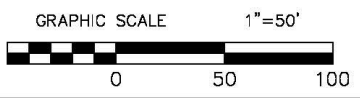
President of Council

City Clerk



SITE DATA:	
SITE SIZE:	3.76 ACRES
CURRENT ZONING:	R-16
PROPOSED DENSITY:	128 UNITS (APPROX. 32 UNITS/ACRE)
PROPOSED BUILDING COVERAGE:	PHASE 1: 20,000 SQ. FT. (12.2%)
	PHASE 2: 18,500 SQ. FT. (11.3%)
	TOTAL: 38,500 SQ. FT. (23.5%)
PROPOSED PARKING LOT COVERAGE:	58,600 SQ. FT. (35.8%) APPROX. 131 SPACES

TOPE ELEMENTARY SCHOOL



EPSTEIN PROPERTY
Grand Junction Housing Authority

Section 11, Township 1S, Range 1W, UTE Meridian (PARCEL NO. 2945-111-00-945)
Sheet 1 of 1 Date: 11/21/2014 ODP DRAWING



Attach 9

CITY COUNCIL AGENDA ITEM

Date: December 24, 2014

Author: Scott D. Peterson

Title/ Phone Ext: Senior

Planner/1447

Proposed Schedule: 1st Reading:

December 17, 2014

2nd Reading: January 7, 2015

File #: CPA-2014-418 & RZN-

2014-419

Subject: Baker's Boutique - Comprehensive Plan Amendment and Rezone, Located at 726 24 Road

Action Requested/Recommendation: Adopt a Resolution and Adopt Ordinance on Final Passage and Order Final Publication of the Ordinance in Pamphlet Form

Presenters Name & Title: Scott D. Peterson, Senior Planner

Executive Summary:

Request approval to change the Comprehensive Plan Future Land Use Map designation for property located at 726 24 Road (0.86 +/- acres) from "Park" to "Village Center" and to rezone from CSR (Community Services and Recreation) to B-1 (Neighborhood Business) zone district in anticipation of future neighborhood business commercial development.

Background, Analysis and Options:

The existing property located at 726 24 Road is located adjacent to Canyon View Park and contains a single-family detached home and an accessory building. The applicant, Baker's Boutique, desires to operate a retail business on the property, and therefore requests a change in the Comprehensive Plan Future Land Use Map designation from "Park" to "Village Center" and a rezone from CSR (Community Services and Recreation) to B-1 (Neighborhood Business) zone district. The applicant currently operates a bakery and retail store at 2478 Patterson Road, Suite 19, and desires to relocate the business to the subject property. The applicant anticipates to remodel the interior of the home to make it a commercial retail business. The application for a Change of Use/Site Plan Review from residential to commercial is being administratively reviewed separately (City file number COU-2014-420) by City staff and will be required to meet all applicable Code requirements for building, fire, access, signage and site plan.

The subject property is surrounded on three sides by the City owned Canyon View Park but has been in private ownership since the Park's inception. In 1993, the City Council adopted Resolution #67-93 authorizing the purchase of land surrounding the subject property for the Park and also a Right of First Refusal agreement between the City and the landowner, Leonard Long (recorded at Book 2032, Page 621) giving the City the right to purchase the subject property at 726 24 Road. The City declined to exercise its rights under that agreement however, and in 2014 the property was purchased by the applicant, Callie Ash.

If the property is to be rezoned for a commercial land use, B-1 (Neighborhood Business) would be the preferred option because that zone district limits the hours of operation from 5 AM to 11 PM, prohibits outdoor storage and permanent display, carries a minimum lot size of 10,000 sq. ft. and allows land use(s) that could be considered compatible with and would reasonably protect the adjacent Canyon View Park.

Generally speaking, rezones that are consistent with a community's comprehensive plan are not considered "spot zoning" and so do not violate the tenets of zoning law.

Neighborhood Meeting:

The applicant held a Neighborhood Meeting on October 22, 2014, however no one from the public attended the meeting nor provided written comments as of this date.

How this item relates to the Comprehensive Plan Goals and Policies:

Granting the Comprehensive Plan Future Land Use Map Amendment and Rezone will allow the applicant to utilize the property for a neighborhood business operation and supports the following goals and policies from the Comprehensive Plan.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Policy A: To create large and small "centers" throughout the community that provide services and commercial areas.

Policy B: Create opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

Goal 6: Land Use decisions will encourage preservation of existing buildings and their appropriate reuse.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Policy B: The City and County will provide appropriate commercial and industrial development opportunities.

Economic Development Plan:

The purpose of the recently adopted Economic Development Plan by City Council is to present a clear plan of action for improving business conditions and attracting and retaining employees. The proposed Comprehensive Plan Future Land Use Map Amendment and Rezone meets with the goal and intent of the Economic Development Plan by supporting and assisting an existing business within the community as it expands their business offerings at a new larger location to serve area residents.

Board or Committee Recommendation:

The Planning Commission recommended approval of the applications at their December 9, 2014 meeting.

Financial Impact/Budget:

No financial impact for these items.

Legal issues:

City Legal Staff has reviewed the requested Comprehensive Plan Future Land Use Map Amendment and Rezone application.

Other issues:

No other issues have been identified.

Previously presented or discussed:

First Reading consideration of the Rezone Ordinance was on December 17, 2014.

Attachments:

1. Staff report/Background information
2. Site Location Map / Aerial Photo Map
3. Comprehensive Plan Future Land Use Map / Existing Zoning Map
4. Resolution
5. Ordinance

BACKGROUND INFORMATION					
Location:		726 24 Road			
Applicant:		Baker's Boutique Callie Ash, Owner			
Existing Land Use:		Single-family detached home			
Proposed Land Use:		Retail business			
Surrounding Land Use:	North	Canyon View Park			
	South	Canyon View Park			
	East	Canyon View Park			
	West	Vacant land – zoned Mixed Use			
Existing Zoning:		CSR (Community Services and Recreation)			
Proposed Zoning:		B-1 (Neighborhood Business)			
Surrounding Zoning:	North	CSR (Community Services and Recreation)			
	South	CSR (Community Services and Recreation)			
	East	CSR (Community Services and Recreation)			
	West	M-U (Mixed Use)			
Future Land Use Designation:		Park			
Zoning within density range?		X	Yes		No

Sections 21.02.130 & 140 of the Grand Junction Zoning and Development Code:

The City may rezone and amend the Comprehensive Plan if the proposed changes are consistent with the vision (intent), goals and policies of the Comprehensive Plan and meets one or more of the following criteria:

(1) Subsequent events have invalidated the original premise and findings;

The current zoning and land use designation anticipated that the property might be incorporated into the adjacent Canyon View Park, which surrounds it on three sides. The City had retained a right of first refusal to purchase the property when it became available; but the City declined the option to purchase and the property remains in private ownership. To make optimum use of the property, the owner wishes to up-zone and develop the property as a neighborhood retail business. Therefore subsequent events have invalidated the original premise for the future land use and zoning designations. Changing the property to Village Center and zoning B-1, Neighborhood Business will allow the applicant to use the property as a commercial business to serve the users of the park and the growing commercial development within the area of 24 Road and G Road by the construction of Community Hospital and adjacent medical clinic, thereby supporting Goals 3, 6 and 12 of the Comprehensive Plan.

Therefore, this criterion has been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan;

The character of the area has changed in that commercial development has extended from the Patterson Road area north toward Canyon View Park, and west along G Road (Community Hospital and the medical office building). Since the property will remain in private ownership rather than being incorporated into Canyon View Park, the character of the property and surrounding areas are more commercial in nature. It is also likely that at some point in the future, the vacant properties across 24 Road will also develop into commercial and/or multi-family residential mixed-use development. Changing the subject property to Village Center and zoning the property B-1, Neighborhood Business will allow the applicant to use the property as a commercial business to serve the adjacent users of the park and the growing commercial development also within the area of 24 Road and G Road by the construction of Community Hospital and adjacent medical clinic, thereby supporting Goals 3, 6 and 12 of the Comprehensive Plan.

Therefore, this criterion has been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed;

Adequate public and community facilities and services are available to the property and are sufficient to serve the proposed land use associated with the B-1 Neighborhood Business zone district. Ute Water is available in both 24 Road and within Canyon View Park, City sanitary sewer is available within Canyon View Park. Property is being served by Xcel Energy electric and natural gas. Obviously, Canyon View Park is adjacent and within a short distance is Community Hospital and medical clinic, while a little further to the south is Patterson Road for availability of public transit connections, Mesa Mall, grocery store, restaurants and additional retail opportunities.

Therefore, this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use;

While there are other vacant commercially zoned properties within the area of 24 Road, most are large acreage and would require additional development and construction costs. There is very little B-1 zoned properties within the City limits (273 parcels total = 132.6 acres) and no B-1 zoned properties within the 24 Road corridor area, therefore there is an inadequate supply within this area of the city.

Therefore, this criterion has been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The community and area will derive benefits from the proposed amendment and rezone by the reuse and utilization of an existing building with existing infrastructure in place as encouraged by Goal 6 of the Comprehensive Plan. The proposed rezone to neighborhood business is compatible with and will benefit the users of Canyon View Park by providing a business that could potentially serve the public by serving light refreshments, coffee and pastry items.

Therefore, this criterion has been met.

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

- a. R-8 (Residential – 8 du/ac)
- b. R-12 (Residential – 12 du/ac)
- c. R-16 (Residential – 16 du/ac)
- d. R-24 (Residential – 24 du/ac)
- e. R-O (Residential – Office)
- f. C-1 (Light Commercial)
- g. Form Based Zone Districts of MXR, MXG & MXS
- h. M-U (Mixed Use)

In reviewing the other zoning district options, the residential zone districts of R-8 and the mixed use zone district of R-O do not allow commercial retail land uses. The C-1 zone district could be an option but other allowed land uses within this zoning district and the possibility of 24 hour operations, might not be compatible with the adjacent park. The Form Based Zone Districts are intended for new development with buildings adjacent to the front property line and is more appropriate when a site is being redeveloped and the developer wants to use the Form District zone. The M-U Mixed Use zone district would not be applicable as the minimum lot size is one acre. City Project Manager feels that the B-1 (Neighborhood Business) zone district would be the desired option as it limits the hours of operation to be from 5 AM to 11 PM, prohibits outdoor storage and permanent display and allows a minimum lot size of 10,000 sq. ft.

If the Planning Commission chooses to recommend one of the alternative zone designations, specific alternative findings must be made as to why the Planning Commission is recommending an alternative zone designation the City Council.

FINDINGS OF FACT AND CONCLUSIONS

After reviewing the Baker's Boutique application, CPA-2014-418 and RZN-2014-419, request for a Comprehensive Plan Future Land Use Map designation from "Park" to "Village Center" and Rezone from CSR (Community Services and Recreation) to B-1 (Neighborhood Business) zone district, the following findings of fact and conclusions have been determined:

4. The requested Comprehensive Plan Future Land Use Map Amendment and Rezone is consistent with the goals and polices of the Comprehensive Plan, specifically, Goals 3, 6, and 12.

5. The review criteria, items 1 through 5 in Sections 21.02.130 and 140 of the Grand Junction Zoning and Development Code have been met.





CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE
MAP OF THE CITY OF GRAND JUNCTION FROM PARK TO VILLAGE CENTER FOR
BAKER'S BOUTIQUE**

LOCATED AT 726 24 ROAD

Recitals:

A request for a Comprehensive Plan Future Land Use Map Amendment has been submitted in accordance with the Zoning and Development Code. The applicant has requested that approximately 0.86 +/- acres, located at 726 24 Road be redesignated from Park to Village Center on the Future Land Use Map.

In a public hearing, the City Council reviewed the request for the proposed Comprehensive Plan Future Land Use Map Amendment and determined that it satisfied the criteria as set forth and established in Section 21.02.130 of the Zoning and Development Code and the proposed amendment is consistent with the purpose and intent of the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS REDESIGNATED FROM PARK TO VILLAGE CENTER ON THE FUTURE LAND USE MAP.

BAKER'S BOUTIQUE

Beginning at the SW corner of Lot 31 and running thence North along the West boundary of said Lot 31, a distance of 145.80 feet; thence East 258 feet; thence South 145.80 feet to the South boundary of Lot 31; thence West 258 feet to the point of beginning.

All in Pomona Park, County of Mesa, State of Colorado.

Said parcels contain 0.86 +/- acres (37,461 +/- square feet), more or less, as described.

PASSED on this _____ day of _____, 2015.

ATTEST:

City Clerk

President of Council

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING THE BAKER'S BOUTIQUE PROPERTY
FROM CSR (COMMUNITY SERVICES AND RECREATION) TO
B-1(NEIGHBORHOOD BUSINESS)**

LOCATED AT 726 24 ROAD

Recitals:

The applicant, Baker's Boutique, wishes to rezone an unplatted 0.86 +/- acre parcel of land from CSR (Community Services and Recreation) to B-1 (Neighborhood Business) in anticipation of future commercial development for the purpose of establishing a retail business.

The existing single-family detached home and accessory structure on the property will ultimately be remodeled to accommodate the proposed business for Baker's Boutique. The property owner is requesting review of the rezone application in order to determine if the business can be located and zoned on this property.

The Comprehensive Plan Future Land Use Map designation is Park but as part of this rezone request the Future Land Use Map is requested to be changed to Village Center.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of rezoning the Baker's Boutique property from CSR (Community Services and Recreation) to the B-1 (Neighborhood Business) 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 Comprehensive Plan, proposed Village Center and the Comprehensive Plan's goals and policies and/or is generally compatible with appropriate land uses located in the surrounding area.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the B-1 zone district to be established.

The Planning Commission and City Council find that the B-1 zoning is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be rezoned B-1 (Neighborhood Business).

Beginning at the SW corner of Lot 31 and running thence North along the West boundary of said Lot 31, a distance of 145.80 feet; thence East 258 feet; thence South 145.80 feet to the South boundary of Lot 31; thence West 258 feet to the point of beginning.

All in Pomona Park, County of Mesa, State of Colorado.

Introduced on first reading this 17th day of December, 2014 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2015 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Date: December 19, 2014

Author: Lee Cooper

Title/ Phone Ext: Project Engineer

Proposed Schedule: January 7, 2015

2nd Reading (if applicable): _____

File # (if applicable): _____

Attach 10

CITY COUNCIL AGENDA ITEM

Subject: Construction Contract for the Persigo Wastewater Treatment Plant (WWTP) Primary Anaerobic Digester Cover Improvements Project
Action Requested/Recommendation: Authorize the Purchasing Division to Execute a Construction Contract with Velocity Constructors, Inc. for the Construction of the Primary Anaerobic Digester Cover Improvements Project at the Persigo WWTP in the Negotiated Amount of \$586,500
Presenter(s) Name & Title: Greg Lanning, Public Works and Utilities Director Jay Valentine, Internal Services Manager

Executive Summary:

This request is for the construction of the Primary Anaerobic Digester Cover Improvements Project at the Persigo WWTP. This project includes removing the existing 32 year old gas sludge mixing system and replacing it with a new highly efficient mechanical sludge mixing system. In addition to the new mixer, the anaerobic digester cover will have corroded steel sections repaired and a new coat of industrial wastewater epoxy paint applied on the cover to protect the steel cover from the corrosive environment.

Background, Analysis and Options:

The primary anaerobic digester is an important component of the wastewater treatment process that assists in the reduction of solids separated out of the wastewater treatment process. Mixing equipment contained within the digester provides more efficient treatment (digestion) of the solids.

During routine maintenance of the digester in late 2013, Persigo crews determined rehabilitation was needed on the cover of the digester, as well as, on the existing gas mixing equipment. It was determined the cost of the repair and rehabilitation of the existing gas mixing equipment would be nearly half the purchase of a new mechanical equipment system and since the gas mixing equipment is nearing the end of its useful life, replacement was necessary.

As a result, during the August 20, 2014 City Council meeting, the Council approved the sole source purchase of the new mechanical mixing equipment from Ovivo USA, LLC to replace and upgrade the 32 year old gas mixing equipment.

The City received approval from the Colorado Department of Public Health and Environment (CDPHE) on October 9, 2014 for the “in-kind replacement” project which converts the primary anaerobic digester from a gas mixing system to a mechanical mixing system. This new equipment will accomplish the same thing (mixing of sludge) in the digester as the original equipment did but via a different method. CDPHE looks at this as an “in kind” replacement of equipment in that the new equipment accomplishes the same result as the old equipment.

Staff did contact Pete Baier, Mesa County Public Works Director, to discuss the project and ask that this information be shared with the Board of County Commissioners. Mr. Baier was supportive of the project and agreed with Staff’s recommendation to move the project forward.

A formal solicitation was advertised in the Daily Sentinel, on Bid Net, on the City Web Site, and sent to the Western Colorado Contractors Association (WCCA). Two bids were received from the following firms:

Firm	Location	Amount
Velocity Constructors, Inc.	Denver, CO	\$645,784.00
RN Civil Construction, Inc.	Centennial, CO	\$761,375.00

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 12: Being a regional provider of goods and services, the City and County will sustain, develop, and enhance a healthy, diverse economy.

This Persigo project relates to the Comprehensive Plan Goal above by ensuring that the Persigo WWTP is fully capable of providing the crucial services necessary of a wastewater treatment plant for sustaining a healthy economy and future development and population growth. Success of this new highly efficient anaerobic digester mixing system will provide for a safe and more efficient treatment of the waste stream now, and into the future with new regulations and the ultimate build-out of the WWTP.

How this item relates to the Economic Development Plan:

This project relates to the Economic Development Plan by maintaining and improving the efficiency of the existing infrastructure at the Persigo WWTP. Providing a wastewater treatment plant that operates as efficiently as possible is crucial to all future economic development within the 201 Sewer Boundary. By completing this project, the City is ensuring that the Persigo WWTP will continue to have the productive capacity needed for a growing economy and population.

In addition, completing the infrastructure upgrades to the primary anaerobic digester will result in the production of a reliable supply of methane gas that will eventually be delivered to the City’s new Bio-CNG treatment facility at Persigo where the gas will be scrubbed and sent to City shops for fueling of natural gas vehicles.

Board or Committee Recommendation:

This item has been presented to the Mesa County Board of County Commissioners by the Mesa County Public Works Director.

Financial Impact/Budget:

Staff budgeted \$250,000 for this project based on discussions with vendors in this industry who have experience with similar projects. Since the 2 bids received were higher than anticipated, staff looked at possible options to reduce the project cost from a value engineering standpoint. Staff worked with the City's Purchasing Department and, in accordance with current purchasing policy, contacted the contractor who provided the low bid. The Contractor (Velocity Construction) worked with staff in a value engineering effort which resulted in a reduced contract price of \$59,284. The negotiated contract price is \$586,500.

Since this project is a higher priority, staff proposes to reduce the scope of the 2015 sewer line replacements by \$336,500 to make up the cost difference for this project. The current Sewer Line Replacenet budget is \$2,517,155 and would be reduced to \$2,180,655.

Project Sources

2015 Anerobic Digester Budget	\$250,000
Re-Purpose a Portion of the Sewer Line Replacement Budget	336,500
2014 Budgeted Funds for Design	25,200
2015 Persigo Labor Budget	<u>10,000</u>
Total Project Sources	\$621,700

Project Costs:

<i>Velocity Constructors Negotiated Contract Amount</i>	\$586,500
Design (completed 2014)	\$ 25,200
City Construction Inspection & Contract Administration (in house)	<u>\$ 10,000</u>
Total Estimated Project Cost	\$621,700

Legal issues:

If approved the form of the agreement(s) will be reviewed and approved by the City Attorney.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This was discussed at the August 20, 2014 City Council meeting when the City Council approved the sole source purchase of the mixer.

Attachments:

None.

Colleen B. Scissors
dive d. l. gence

COLLEEN B. SCISSORS
ATTORNEY AT LAW

359 COLORADO AVENUE, STE 204 BUS: (970) 263-9595
GRAND JUNCTION, CO 81501 FAX: (970) 263-9602
E-MAIL: scissorslawoffice@gmail.com CELL: (970) 986-1307

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: Jan 7 2015

Citizen's Name: Bruce Lohmiller

Address: 445 Chupeta WENGE #125

Phone Number: (970) 778-7173

Subject: OPEN CAMPING AND WARM UP TENT "Wittman Park"

Lower Shenas' Statute of Limitations - We Diligence
Night talks 629 Curran WENGE

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.

Bruce Lohmiller 2016

Write-In Candidate For U.S. President

Fill in the Oval And Write-In Name For

"Sanity And Honesty In Government"

brucelohmillergmail.com

Facebook Presentation



- On this Pearl Harbor Day we say a thankful prayer for the sacrifices of WWII Vets.
- Prayers for the Vets Art Center Christmas and CMU shows.
- Yay for vocal and bell choirs and all their good music.
- Praise for the very special bell ringers of the Spirit of Christmas Night.
- Be joyful for an ad in The Daily Sentinel about our church.
- The Christmas carolers sang with our assisted living members.
- The Vet Art Center Christmas show is on December 19th at the CMU Ballroom from 6-9pm.
- Lee Carie is experiencing a good recovery.
- Pray for safe travels for all this season and especially for Julie and Linda and their new car.
- We love the mild weather and the bit of moisture we have received.
- The fabulous Christmas dinner that was prepared and served last Sunday makes us very thankful for the people responsible!
- Bruce Lohmiller won the CMU "Vet Art Center" show case for sculpture. Wow!
- Dan Wilkie is recovering!
- Rev. Brown and Pastor Wilkie co-signed the letter to Judge Botzet regarding the statute of limitations and due diligence for Bruce Lohmiller.
- Tom Hemborg is recovering well from his hip replacement.
- The Foxes have a new great-grand baby girl. Mom and baby are fine but still need prayers.
- Chance has had his surgery and is well enough to be here today.

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Concerns

- Pray for the Jerry Shelton family whose son was involved in a critical accident in Utah.
- We pray for NICU babies and their families.
- Frances Powell (Rose Ann's mother) who is 92 fell and also has a very bad cold and trouble breathing.
- We pray for Dick Groves' family. He passed away.
- Our prayers go to Kim and Erik Free and their UCC mission work in Mozambique.
- We pray for Debbie Ely, a family member of Sandy Altland.
- We pray for Mary Wilkie's daughter and daughter-in-law who are moving to the Denver area.
- Pray for Dan Wilkie's recovery.
- Celebrate for Mary Wilkie's retirement at the end of December.
- Dorothy and Jake Segrest need our prayers.
- Pray for Jayne and Lee Carie.
- Pray for Barbara's new adventure.
- Jena Hess, Jim and Sandy's granddaughter, need prayers for her health.
- Pastor Dan is experiencing complications from his foot surgery but recovery is looking up.
- Pray for Bethany Waggoner, a U.C.C. Missionary in Ecuador.
- Nicole and Krystal (Mary Wilkie's daughter and daughter-in-law) have no jobs or home.
- Case Payne is in need of a job.
- Pam Lanning (JoAnn Malone's cousin) is having cancer treatments.
- Black lives do matter.
- Pray for John and Karen Campbell-Nelson, UCC supported missionaries, who are in Indonesia.
- Con Pyle is in the hospital.
- Ron Brickey needs our prayers.
- Prayers are needed for Robin Ely.
- Laura is in ICU.
- Sharon McDonald has had a stroke.

January Birthdays

01/05 Jodi Wilsford
01/08 Linda Randolph
01/09 Janis Woodley
01/12 Susto Dinkic

01/12 Vicki Brickey
01/13 Jennie Hemborg
01/21 Mallory Rice
01/30 Jack Roberts


Birthdays
of the Month

Shanks Engineering, LLC
240 Red Rim Drive
Grand Junction, CO 81507

December 2, 2014

To: Kevin Williams, Manager GVDD

Re: Highlands Apartments – Bookcliff Ave.

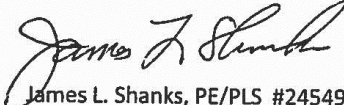
I have reviewed the General Project Report and Sketch Plan for the proposed Highlands Apartments located at 805 Bookcliff Avenue and have the following comments:

1. The General Project Report states: "All utilities needed for the anticipated development are already in place. No unusual utilities demands are anticipated." This statement is not correct, as discussed below. The report also states: "Storm water infrastructure is available to serve the property with an existing storm water drainage line located in Bookcliff Avenue adjoining the property." This statement is also not correct.
2. The storm drainage line located in Bookcliff Avenue referred to in the General Project Report is, in fact, the Grand Valley Drainage District's Buthorn Drain. As noted in the City of Grand Junction's Grand Valley Stormwater Management Master Plan prepared in 2000 by Williams Engineering, Mr. Williams correctly concludes that the Buthorn Drain "except for the most minor storm events" is inadequate to serve as a stormwater conveyance. The General Project Report also states that there are no special or unusual demands on utilities. Given the conclusions of the City's stormwater study and given the frequent problems that occur during even small rain events, this development in fact places an unusual demand on the Buthorn Drain and the Project Report makes an erroneous assumption that there is capacity in the Buthorn Drain.
3. Given that the Buthorn Drain has no capacity for new regulated water, I recommend that the developer, and/or the City, provide the District with a drainage report that adequately addresses the realities in the field for this project. Until that report is reviewed, substantive review by the District cannot occur.
4. In reviewing the Sketch Plan I do not see that there has been any area reserved for stormwater detention facilities on this site.
5. This specific site on Bookcliff Avenue was recommended in Section 7G and on Exhibit 7I1.2 of the above referenced Williams study to be a regional detention facility which, according to the study, would "make a considerable difference."

6. The Williams report, prepared 14 years ago, suggested several other possible detention sites that the City should acquire to address the fact that there is no available capacity in the existing Buthorn Drain infrastructure. Williams offered that the City should use Sherwood Park and the Grand Junction High School properties to provide much needed regional detention, but one wonders if either of those is politically possible to dedicate to detention use. Williams also mentioned possible sites in the Spring Valley subdivision area, the Baughman property on the south side of Patterson Road and an IDI parcel in Foresight Industrial Park. To my knowledge the City has not acquired any of those possible alternative detention sites.

Please feel free to call if you have any questions.

Sincerely,



James L. Shanks, PE/PLS #24549

Shanks Engineering, LLC
240 Red Rim Drive
Grand Junction, CO 81507

January 7, 2015

Re: Highlands Apartments, 805 Bookcliff Avenue, Rezone R16 to PD

Dear Mayor and City Council:

Introduction: My name is Jim Shanks. I am a civil engineering consultant representing the Grand Valley Drainage District. I will try to keep my comments brief. The District is not asking for any specific action on this rezoning and is not recommending either approval or disapproval. We understand that normally drainage issues would only be dealt with at the site planning stage, but because the Council will not be involved in the site planning and because the drainage issues in this area will affect this parcel no matter what its zoning, we felt that we must let you know of the District's concerns. We would like to point out some drainage issues that may affect your consideration and would like to point out what we feel are inaccuracies in the General Project Report and the City Council Agenda Item Report.

History: GVDD was asked to provide comments to the proposed rezone and ODP for 805 Bookcliff Avenue on November 25 by Sr. Planner Lori Bowers. Comments from GVDD were submitted to Ms. Bowers in the form of a letter from me as the District's Engineer on December 2, 2014. The District would like to insure that this December 2, 2015 letter be made a part of the official record for this rezoning. Neither the General Project Report nor the City Council Agenda Staff Report reflects any of the comments made by the District.

General Project Report: The District would like to point out some specific comments made in the General Project Report, Highlands Apartments, 805 Bookcliff Avenue, Rezone from R-16 to PD. (Undated & author unknown). A(11): "All utilities needed for the anticipated development are already in place. No unusual utilities demands are anticipated." D(3): "Stormwater infrastructure is available to serve the property with an existing storm drainage line located in Bookcliff Avenue adjoining the property." D(5): "The anticipated effects on public facilities of the proposed site are comparable to other similar developments. No unusual effects or impacts are anticipated."

District Response to General Project Report: The storm drainage line located in Bookcliff Avenue referred to in the General Project Report is, in fact, the Grand Valley Drainage District's Buthorn Drain. As noted in the City of Grand Junction's Grand Valley Stormwater Management Master Plan (GVSMMP) prepared in 2000 by Williams Engineering, Mr. Williams correctly concludes that the Buthorn Drain "except for the most minor storm events" is inadequate to serve as a stormwater conveyance. The existing pipe in Bookcliff Avenue is a 30" RCP. The

GVSMMMP recommends that an additional 60" pipe be constructed parallel to the existing 30" pipe. A 60" pipe has 4 times the carrying capacity as a 30" pipe. The volume of runoff from a 2-year storm (50% chance of occurrence in any given year) is estimated to be 66 cfs. The existing capacity of the 30" pipe is 34 cfs. The volume of runoff from a 100-yr storm (1% chance of occurrence in any given year) is estimated to be 247 cfs which is 7.5 times greater than the existing pipe capacity. Given the conclusions of the City's stormwater master plan and given the frequent problems that occur during even small rain events, this development in fact places an unusual impact on not only the Buthorn Drain but also on all of the private properties located along its path. The Project Report is wrong when it states that there is capacity in the Buthorn Drain.

The Outline Development Plan (ODP) drawing that accompanied the General Project Report shows the entire site being used for buildings and parking areas. There is no area designated for stormwater detention facilities. The City's SWMM requires on-site detention.

The City's Grand Valley Stormwater Management Master Plan identifies this specific site as a proposed regional detention basin.

City Council Agenda Staff Report: Subsequent to the receipt of the GVDD comments Ms. Bowers authored the City Council Agenda Item Report. This report makes no mention of the issues raised in the District's December 2 comment s letter. The following are statements made in the Agenda Staff Report that need clarification:

The plan shall demonstrate conformance with the Comprehensive Plan and "other adopted plans and policies." It is the District's opinion that the plan for 805 Bookcliff is inconsistent with both the City's "Grand Valley Stormwater Management Master Plan (GVSWMMP) and with the City's adopted Stormwater Management Manual (SWMM).

"The plan makes efficient use of existing infrastructure." It is the District's opinion that the plan does not make efficient use of existing infrastructure and does, in fact, negatively affect the already deficient Buthorn Drain as described in the GVSWMMP.

E: "Adequate public services and facilities shall be provided concurrent with the projected impacts of the development:" The conclusion of the GVSWMMP was that the Buthorn Drain is inadequate to serve as a stormwater conveyance. The District of course agrees.

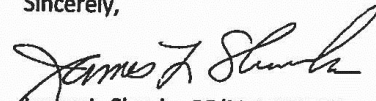
E: "Drainage detention will be addressed with the review of the site plan, which may include detention features on site." As previously noted, stormwater detention is required by SWMM. Any variance to SWMM must show that there is no negative impact to public safety. SWMM also states that over detention or retention may be required to meet capacity limitations of downstream facilities.

The GVDD is asking the City Council to consider the issues that we have raised. The District recognizes that the details of the site plan will be determined by City staff and that the City Council will not see those details. The District asks only that the adopted policies and ordinances including the SWMM be followed for this development.

The reason the SWMM was adopted, and the reason for the District's concerns are that if new impervious surfaces are added before the Buthorn capacity is greatly increased, some downstream property owners and residents are at increased risk of flooding. Only an engineering study of the routing of excess flow through these downstream areas can determine the extent of the flooding.

Thank you for the opportunity to provide this information.

Sincerely,



James L. Shanks, PE/PLS #24549