



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

WEDNESDAY, MAY 7, 2008, 7:00 P.M.

Call to Order

Pledge of Allegiance

Presentation

Presentation of Appreciation Plaque to Outgoing President of the Council Jim Doody

Citizen Comments

***** CONSENT CALENDAR ***[®]**

1. **Increase Application Fees for Liquor Licensing** [Attach 1](#)

In 2007, the Colorado Legislature authorized an increase in the application fees allowed to be charged by local jurisdictions. The law enacted allows for a stepped increase through 2010. The cost of processing and administering liquor licenses continues to increase.

Resolution No. 61-08—A Resolution Amending Resolution No. 95-07 to Amend Liquor License Application Fees in the City of Grand Junction, Colorado

®Action: *Adopt Resolution No. 61-08*

Staff presentation: Stephanie Tuin, City Clerk

2. **Contract to Purchase Property at 306 S. 5th Street, Grand Junction** [Attach 2](#)

*** Indicates New Item

[®] Requires Roll Call Vote

City staff has negotiated with the owner of 306 S. 5th Street, Grand Junction, Colorado for purchase of the property. The negotiations have been successful and a purchase contract has been signed by both parties.

Resolution No. 62-08—A Resolution Ratifying the Contract to Purchase Real Property Located at 306 South 5th Street, Grand Junction

®Action: *Adopt Resolution No. 62-08*

Staff presentation: John Shaver, City Attorney

3. **Conveyance of a Non-Exclusive Easement Across City Property, Located at 26 ¾ Road** [File #MSP-2008-116] [Attach 3](#)

Derril and Debra Rockwell (“the Rockwells”), owners of 2590 B ¾ Road, are requesting an easement across City Property adjacent to 26 ¾ Road to install a water service line to the property for residential use.

Resolution No. 63-08—A Resolution Granting a Non-Exclusive Water Service Line Easement to Derril and Debra D. Rockwell

®Action: *Adopt Resolution No. 63-08*

Staff presentation: Ivy Williams, Development Services Supervisor

4. **Contract for the Asbestos Contaminated Soil Removal from the Former Steam Plant, Located at 531 South Avenue** [Attach 4](#)

Six bids were opened on April 29, 2008 for the removal of asbestos contaminated soil from the former Public Service Steam Plant site at 531 South Avenue. The low bid was submitted by LVI Environmental Services from Denver, Colorado. This project will remove asbestos contaminated soil from the property in preparation for construction of a new Grand Valley Transit Transfer Station.

Action: *Authorize the City Manager to Sign a Contract with LVI Environmental Services in the Amount of \$99,899 for Asbestos Contaminated Soil Removal at 531 South Avenue*

Staff presentation: Tim Moore, Public Works and Planning Director

5. Purchase of an Emergency Notification System[Attach 5](#)

This Emergency Notification system will support the Grand Junction Regional Communication Center (GJRCC), and provide a high speed mass notification to residents, employees, and businesses in Mesa County.

Action: Authorize the City Purchasing Division to Purchase Emergency Notification Software from National Notification Network, LLC, Glendale, CA for \$115,990

Staff presentation: Troy Smith, Deputy Police Chief

6. Comprehensive Plan Contract Addendum[Attach 6](#)

This request is for an addendum to the original Comprehensive Plan contract with the firm Winston Associates for services to update the Zoning and Development Code as part of the Comprehensive Plan process.

Action: Authorize the City Manager to Enter into a Contract with Winston Associates in the Amount of \$115,600 for Planning Services to Update the Zoning and Development Code as part of the Comprehensive Plan Process

Staff presentation: Tim Moore, Public Works and Planning Director
Lisa Cox, Planning Manager

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

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

7. Vacation of a Portion of 28 ½ Road and South Grand Falls Court and Miscellaneous Easements for the Ashbury Heights Subdivision, Located at the Southeast Corner of 28 ¼ Road and Grand Falls Drive [File #PP-2006-251][Attach 7](#)

A request to vacate existing public rights-of-way (portion of 28 ½ Road and South Grand Falls Court) and miscellaneous easements in anticipation of future residential subdivision development. The proposed vacation requests are located at the southeast corner of 28 ¼ Road and Grand Falls Drive.

a. Ordinance

Ordinance No. 4232—An Ordinance Vacating the Rights-of-Way for South Grand Falls Court and a Portion of 28 ½ Road in the Proposed Ashbury Heights Subdivision

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4232*

b. Resolution

Resolution No. 64-08—A Resolution Vacating Miscellaneous Easements in Conjunction with Proposed Ashbury Subdivision, Located at the Southeast Corner of 28 ¼ Road and Grand Falls Drive

®Action: *Adopt Resolution No. 64-08*

Staff presentation: Scott D. Peterson, Senior Planner

8. Public Hearing—Creating a New Administrative Citation Process for Code Enforcement and Establishing a Fine Schedule [Attach 8](#)

Code Enforcement Staff is proposing the adoption and use of an administrative citations process as another means of enforcement of City Codes. Specifically, the administrative citations process will be used for violations that affect the livability of neighborhoods and quality of life. The program would impose administrative penalties for certain violations of the Code, in turn decriminalizing the process and resulting in a more efficient and effective resolution of Code violations.

Ordinance No. 4233—An Ordinance Amending Chapter 2 of the City Code of Ordinances to Include a New Article VI, Adding an Administrative Enforcement Process to Address Violations of the City Code and Amending Chapter 16, Article III, Section 16.60 to Provide that a Notice of Violation Issued Pursuant to Chapter 2, Article VI, shall also Constitute a Notice to Abate a Nuisance and Amending Chapter 16, Article VII, Section 16-141 and Section 16-144 to Revise Definitions and Enforcement of the Stormwater Management Program

Resolution No. 65-08—A Resolution Establishing a Fine Schedule for Enforcement of Code Violations in the Administrative Citation Process

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4233 and Adopt Resolution No. 65-08

Staff presentation: Kathy Portner, Neighborhood Services Manager
John Shaver, City Attorney

9. **Public Hearing—Amending Ordinance No. 4110 to Allow Limited Golf Cart Use in Specified Areas Around Mesa State College** [Attach 9](#)

The Facilities Services Department at Mesa State College (MSC) has submitted a request to City Staff for an ordinance to allow MSC facilities maintenance and management to use golf carts to access certain college campus grounds, buildings and construction projects.

Ordinance No. 4234—An Ordinance Amending Ordinance No. 4110 to Allow Limited Golf Cart Use Near Mesa State College

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4234

Staff presentation: John Shaver, City Attorney

10. **Public Hearing—Expanding the DDA Boundaries** [Attach 10](#)

The DDA recently awarded a grant to the Mesa County Library Board of Trustees. Those funds will be used for a new sign, landscaping, and to help complete capital improvements to the main library building façade. The DDA and Board of Trustees agreed that receipt of the grant funds was conditioned upon the inclusion of Mesa County Library District Grand Junction properties into the DDA boundary.

Ordinance No. 4235—An Ordinance Expanding the Boundaries of the Grand Junction, Colorado Downtown Development Authority

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4235

Staff presentation: John Shaver, City Attorney

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

Attach 1
Increase Application Fees for Liquor Licenses

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Increase Application Fees for Liquor Licensing		
File #			
Meeting Day, Date	Wednesday, May 7, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	April 25, 2008		
Author Name & Title	Stephanie Tuin, City Clerk		
Presenter Name & Title	Stephanie Tuin, City Clerk		

Summary: In 2007, the Colorado Legislature authorized an increase in the application fees allowed to be charged by local jurisdictions. The law enacted allows for a stepped increase through 2010. The cost of processing and administering liquor licenses continues to increase.

Budget: This will increase the revenues received for processing liquor licenses, a general fund revenue source.

Action Requested/Recommendation: Adopt the Resolution increasing the application fees and allowing for the stepped increase through 2010.

Attachments: Proposed Resolution

Background Information: Average costs for processing new and transfer liquor license applications in the City of Grand Junction are \$880. Processing renewal applications cost the City about \$150 per application. By State Law, the application fees remained the same for a number of years even though the State has adjusted their fees several times. In 2007, the legislature amended the law to allow for a stepped

increase in the local application fees to offset the cost of administering the license requirements. In 2007, Grand Junction adopted the initial increase. It is recommended that the City Council approve the stepped increases as provided in the new law through 2010.

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 95-07
TO AMEND LIQUOR LICENSE APPLICATION FEES
IN THE CITY OF GRAND JUNCTION, COLORADO**

Recitals.

Resolution No. 95-07 which was adopted by City Council on the 18th day of July 2007 established fees to be charged under the Colorado Liquor Code. Such fees include application fees and permit fees. License fees are set by State statute.

SB-07-149 was signed into law by Governor Bill Ritter on April 20, 2007. That Law allows for local licensing authorities to increase their application fees for liquor licenses annually through 2010.

In accordance with the City of Grand Junction's Code of Ordinances, fees are set by resolution of the City Council.

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

1. The application fees shall be set to offset as allowed by Law the costs incurred by the City for reviewing and processing the applications, including the costs of publication, hearing, administration, inspection and enforcement of licensed liquor establishments.
2. The increase in application fees shall be as follows:
 - a. As of July 1, 2008, the application fee for a new or transfer license shall be \$750. The renewal fee shall be \$100.
 - b. As of July 1, 2009, the application fee for a new or transfer license shall be \$875.
 - c. As of July 1, 2010, the application fee for a new or transfer license shall be \$1,000.
3. Any applications received on or after that date will be subject to the new fees.

4. Any fees set by prior resolution or in conflict with those adopted herein are hereby repealed and all other fees not in conflict or specifically modified herein shall remain in full force and effect.

PASSED AND ADOPTED this _____ day of _____ 2008.

President of the Council

ATTEST:

City Clerk

Attach 2
Contract to Purchase Property at 306 S. 5th Street

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Contract to Purchase Property at 306 S. 5 th Street, Grand Junction		
File #			
Meeting Day, Date	Wednesday, May 7, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	April 18, 2008		
Author Name & Title	Mary Lynn Kirsch, Paralegal		
Presenter Name & Title	John Shaver, City Attorney		

Summary: City staff has negotiated with the owner of 306 S. 5th Street, Grand Junction, Colorado for purchase of the property. The negotiations have been successful and a purchase contract has been signed by both parties.

Budget: This purchase is a City Council authorized expenditure.

Action Requested/Recommendation: Adopt resolution ratifying the purchase contract and allocate the funds necessary to pay the purchase price and all costs and expenses necessary for the City's performance under the terms of the contract.

Attachments: Resolution

Background Information: City staff believes it would be in the City's best interests to acquire the property for municipal purposes, more particularly, for consideration and use for a public safety building.

RESOLUTION NO. __-08

**A RESOLUTION RATIFYING THE CONTRACT TO PURCHASE
REAL PROPERTY LOCATED AT 306 SOUTH 5TH STREET, GRAND JUNCTION**

Recitals.

On April 7, 2008, the City Manager signed an agreement to purchase the property located at 306 S. 5th Street, Grand Junction, Colorado, from Escondido Holdings, Inc. The execution of the contract by the City Manager and the City's obligation to proceed under its terms and conditions was expressly conditioned upon and subject to the formal ratification, confirmation and consent of the City Council.

On April 2, 2008, the owner of the property signed the purchase contract.

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

The City, by and through the City Council and the signature of its President, does hereby ratify the terms, covenants, conditions, duties and obligations to be performed by the City in accordance with the contract and allocates funds to pay the Purchase Price and all other costs and expenses necessary to perform under the contract.

PASSED and ADOPTED this _____ day of _____, 2008.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Conveyance of a Non-exclusive Easement Across City Property – Located at 26 3/8 Road		
File #	MSP-2008-116		
Meeting Day, Date	May 7, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	April 10, 2008		
Author Name & Title	Judith Rice, Planning Technician		
Presenter Name & Title	Ivy Williams, Development Services Supervisor		

Summary: Derril and Debra Rockwell (“the Rockwells”), owners of 2590 B ¾ Road, are requesting an easement across City Property adjacent to 26 3/8 Road to install a water service line to the property for residential use.

Budget: N/A

Action Requested/Recommendation: Adopt resolution authorizing the City Manager to execute an Easement Agreement with the Rockwells.

Attachments:

1. Site Location Map
2. Ariel Photo
3. Proposed Resolution
4. Proposed Easement Agreement

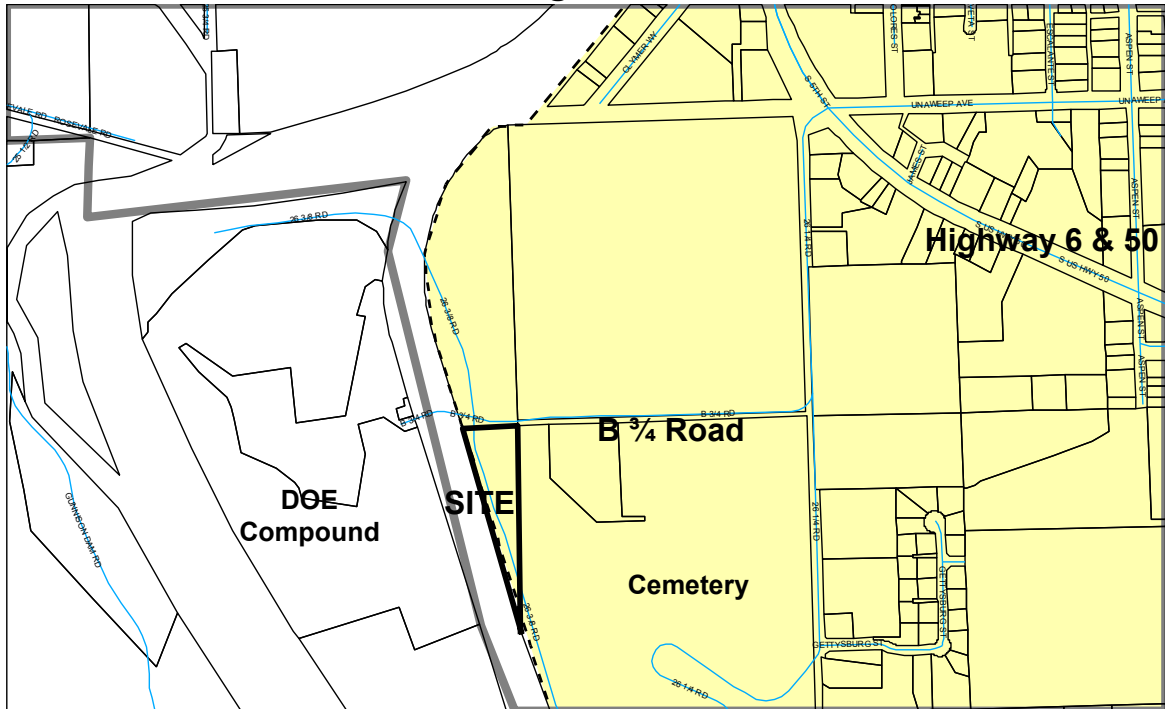
Background Information: The Rockwells came into possession of this property in order to locate their single family residence which is an allowed use in a Community Services and Recreation (CSR) zoning district. The property does not have existing utilities. The property lies in the City water service area and, therefore, tapping into Ute Water service, which lays across B ¾ Road to the North, would not be appropriate. In addition, the Ute line is a high pressure transmission line unsuitable for a residential use tap.

The easement is nonexclusive, meaning the City reserves the right to use and occupy the encumbered property for any purpose not inconsistent with the rights of the easement holder. To comply with the City’s Charter, the initial term of the proposed

easement is for a period of 25 years with an option to extend for additional 25 year terms.

Site Location Map

Figure 1



Aerial Photo Map

Figure 2



CITY OF GRAND JUNCTION, CO

RESOLUTION NO. _____

**A RESOLUTION GRANTING A NON-EXCLUSIVE WATER SERVICE LINE
EASEMENT
TO DERRIL AND DEBRA D. ROCKWELL**

WHEREAS, the City of Grand Junction is the owner of certain real property described as Beginning at a point 30 South and 870.22 feet West of the center of the Northwest quarter (NW ¼) of Section 26, Township One South of Range One West of the Ute Meridian, thence South 390.46 feet; thence East 390.46 feet; thence South 46.14 feet; thence East 479.76 feet; thence South 789.4 feet; thence West 22 feet; thence South 64 feet; thence West to the West line of said Section 26; thence North 1290 feet; thence East 449.78 feet to place of beginning, except right of way of D & R G Railway Company, also except right of way pipe line to the City of Grand Junction from the reservoirs and except all lots deeded to various parties for burial purposes.

WHEREAS, Derril and Debra D. Rockwell have requested a non-exclusive water service easement across said City property located just south of the property adjacent to 26 3/8 Road for the purposes of installing, operating, maintaining repairing and replacing a water service utilities line facilities appurtenant thereto.

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

That the City Manager is hereby authorized, on behalf of the City and as the act of the City, to execute the attached Easement Agreement conveying to Derril and Debra D. Rockwell a non-exclusive easement over and across the limits of the City property described therein and for the purposes described therein.

PASSED and ADOPTED this _____ day of _____, 2008.

Attest:

President of the Council

City Clerk

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2008, by and between The City of Grand Junction, a Colorado home rule municipality ("Grantor or City"), whose address is 250 North 5th Street, Grand Junction, Colorado 81501, and Derril Rockwell and Debra D. Rockwell ("Grantee"), whose address is 2767 ½ D Road, Grand Junction, CO 81501

RECITALS

A. Grantor is the owner of certain real property described as:

Beginning at a point 30 South and 870.22 feet West of the center of the Northwest quarter (NW ¼) of Section 26, Township One South of Range One West of the Ute Meridian, thence South 390.46 feet; thence East 390.46 feet; thence South 46.14 feet; thence East 479.76 feet; thence South 789.4 feet; thence West 22 feet; thence South 64 feet; thence West to the West line of said Section 26; thence North 1290 feet; thence East 449.78 feet to place of beginning, except right of way of D & R G Railway Company, also except right of way pipe line to the City of Grand Junction from the reservoirs and except all lots deeded to various parties for burial purposes.

B. The parties desire to provide for the conveyance of a non-exclusive easement required for the Project pursuant to the terms and conditions stated in this Agreement.

C. The Grantee desires an easement across the City's above-described property for the installation of a water service line.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants, conditions, restrictions, duties and obligations contained herein, the parties agree as follows:

1. Consideration, Grant. For and in consideration of the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) and other good and valuable consideration, the Grantor hereby grants and conveys to the Grantee, by quit claim, a non-exclusive easement on, along, over, under, through and across the limits of the City Property as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by reference ("Easement"), and the Grantee accept such grant and conveyance subject to the terms and conditions of this Agreement.

2. Term. The initial term of this grant shall be twenty-five (25) years, beginning on the day and year first above written.

3. Option to Extend. Subject to the provisions of paragraph 5 below, the Grantee shall be entitled to exercise successive extensions of this grant and conveyance, and the City hereby grants such right, for additional twenty-five (25) year periods ("later terms"). If the grant is extended for later terms, each such later term shall be upon the same terms and conditions of this Agreement or upon such other terms as may hereafter be negotiated between the City and the Grantee.

4. Express Limitations. The Grantee's utilization of the Easement shall be specifically limited to the installation, operation, maintenance and repair of underground water service lines and facilities directly related or appurtenant thereto. The easement rights herein granted do not include the right to expand utilization of the Easement for any other purposes unless such uses are authorized by subsequent conveyance instrument(s).

5. General Indemnification. The Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold the City, its officers, employees, agents and assets harmless from any and all claims, costs, judgments, awards or liability, including reasonable attorneys' fees and costs (except those caused by the City's negligence or its willful or wanton acts) to any person or with regard to any property, including claims arising from injury or death, resulting from the Grantee's negligence or willful act or failure to act pursuant to this Agreement. The foregoing indemnification obligations shall extend to claims which are not reduced to a suit and any claim which may be compromised by the Grantee prior to the culmination of any litigation or the institution of any litigation.

6. Default. Should the Grantee (a) default in the performance of this Agreement and any such default continue for a period of ninety (90) days after written notice thereof is given by the City to the Grantee, or (b) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, or (c) fail to timely cure such default, the City, at its option, may file an action to cancel and annul this Agreement and obtain an order from a court of competent jurisdiction to enter and take possession of the Easement. This Agreement shall then terminate upon such occupation. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against the Grantee, including, but not limited to, the right of the City to obtain injunctive relief. If the City succeeds in such effort, the Grantee shall pay the City's reasonable attorneys' fees.

7. The Grantee Acceptance Subject to Existing Conditions.

7.1 The Grantee have inspected the Easement and accepts the same in its present condition and location. The Grantee agree that the condition of the Easement is sufficient for the purposes of the Grantee. The City makes no warranties, promises or representations, express or implied, that the Easement is sufficient for the purposes of the Grantee. If the Easement is damaged due to fire, flood or other casualty, or if the Easement is damaged or deteriorates to the extent that it is no longer functional for the purposes of the Grantee, the City shall have no obligation to repair the Easement nor to otherwise make the Easement usable or occupiable, since such damages shall be at the Grantee's own risk.

7.2 The City makes no representations or warranties regarding the presence or existence of any toxic, hazardous or regulated substances on, under or about the Easement, except to the extent that the City states it has not deposited or caused to be deposited any toxic, hazardous or regulated substances on, under or about the Easement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

9. Total Agreement, Applicable to Successors. This Agreement contains the entire agreement between the parties and, except for automatic termination or expiration, cannot be changed or modified except by a written instrument subsequently executed by both parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have each executed and entered into this Easement Agreement as of the day and year first above written.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Derril Rockwell

Debra D. Rockwell

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____ and attested to by _____ of the City of Grand Junction, a Colorado home rule municipality.

My commission expires: _____
Witness my hand and official seal

Notary Public

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Derril Rockwell and Debra D. Rockwell. of Colorado, a Colorado corporation.

My commission expires: _____
Witness my hand and official seal

Notary Public

Exhibit "A"

Legal Description of Easement

A 10.00 foot wide (5.00 feet each side of centerline) Waterline Easement, for a City of Grand Junction water service located in Section 26, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado and being more particularly described as follows:

Commencing at the Northeast corner of said Government Lot 7, Section 27, whence the Southeast corner of said Section 27 bears South 00 degrees 43 minutes 20 seconds West, a distance of 3915.22 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence South 00 degrees 43 minutes 20 seconds West, a distance of 646.25 feet to the POINT OF BEGINNING; thence along the centerline of said Waterline Easement the following two (2) courses: (1) South 16 degrees 39 minutes 09 seconds East, a distance of 64.16 feet; (2) South 15 degrees 15 minutes 10 seconds East, a distance of 536.13 feet to the POINT OF TERMINUS at an existing City of Grand Junction Water Line, lengthening or shortening the sidelines, as necessary, to intersect the existing water line.

END OF EXHIBIT "A"

The foregoing legal description was prepared by Stanley K .Werner, PLS 27279, 1673 Hwy 50, Grand Junction, CO

EXHIBIT B Water Line Easement



Railroad Tracks

(26-3/8 Road)

S00°43'20"W 646.25'

NE Corner
Government Lot 7
Section 27
T1S, R1W, UM
MCSM #713

Point Of
Commencing

POINT OF
BEGINNING

S16°39'09"E
64.16'



S00°43'20"W 3915.22'
Basis of Bearings

S15°15'10"E 536.13'
(26-3/8 Road)

Point of Terminus

City of Grand Junction
Existing Water Line

SE Corner
Section 27
T1S, R1W, UM
#5 Rebar in Cairn

All bearing and distance courses shown hereon are centerline descriptions.

LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- Δ DELTA ANGLE OF ARC
- R RADIUS OF ARC
- L LENGTH OF ARC
- Ch CHORD DISTANCE OF ARC
- Brg CHORD BEARING OF ARC
- = EQUAL SYMBOL
- NTS NOT TO SCALE
- PLS PROFESSIONAL LAND SURVEYOR
- No. NUMBER
- \pm MORE OR LESS
- ' DEGREES (ANGULAR)
- " MINUTES (ANGULAR) OR FEET (LINEAR)
- " SECONDS (ANGULAR) OR INCHES (LINEAR)
- MCSM MESA COUNTY SURVEY MARKER
- BLM BUREAU OF LAND MANAGEMENT
- ROW RIGHT-OF-WAY

GENERAL NOTES

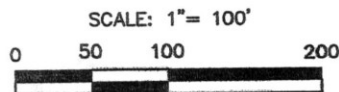
Basis of bearings is the East line of Section 27 which bears South 00 degrees 43 minutes 20 seconds West, a distance of 3915.22 feet, established by observation of the MCGPS control network. Both monuments on this line are Aliquot Survey Markers, as shown on the face of this plat.

Note: Property corners located during this survey that were within 0.25 feet of the calculated point were accepted as being "in position".

All lineal units shown hereon in U.S. Survey feet.

High Desert Surveying, LLC

1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-240-0451



PROJ. NO. 08-33	Surveyed	Drawn	Checked	SHEET	OF
DATE: March, 2008	dc/tj	rsk	skw	1	1

Attach 4

Contract for the Asbestos Contaminated Soil Removal from the Former Steam Plant, Located at 531 South Avenue

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Contract for Asbestos Contaminated Soil Removal at former Steam Plant Site – Located at 531 South Avenue		
File #	N/A		
Meeting Day, Date	Wednesday, May 7, 2008		
Placement on the Agenda	Consent		Individual X
Date Prepared	Wednesday, April 30, 2008		
Author Name & Title	Don Newton, Engineering Project Manager		
Presenter Name & Title	Tim Moore, Public Works and Planning Director		

Summary: Six bids were opened on April 29, 2008 for the removal of asbestos contaminated soil from the former Public Service Steam Plant site at 531 South Avenue. The low bid was submitted by LVI Environmental Services from Denver, Colorado. This project will remove asbestos contaminated soil from the property in preparation for construction of a new Grand Valley Transit Transfer Station.

Budget:

Project Costs:

Asbestos Contaminated Soil Removal Contract -----	\$99,899
Landfill Disposal Fees (estimate) -----	\$20,800
Walsh Environmental Scientists and Engineers, LLC - Contract for Air Monitoring, Soil Testing and Management Services -----	\$34,118
City Staff – Contract Administration -----	\$1,500
Project Contingencies -----	<u>\$5,000</u>
Total	
	\$161,317

Budgeted Funds Remaining in Account No. 2011-F46800 -----	\$165,562
Remaining Balance -----	\$4,245

Action Requested/Recommendation: Authorize the City Manager to sign a Contract with LVI Environmental Services in the amount of \$99,899 for Asbestos Contaminated Soil Removal at 531 South Avenue.

Attachments: None

Background Information: This contract will complete the abatement of asbestos contaminated soil on the former Public Service Co. Steam Plant site at 531 South Avenue. Traces of non-friable asbestos have been detected in soil samples taken from random locations on the surface of the site. The asbestos contaminated soil will need to be removed to the sub-grade elevations required for the construction of the new Grand Valley Transit Transfer Station. The contaminated soil abatement work will be performed in accordance with an *Asbestos Contaminated Soil Management Plan* prepared by Walsh dated October 2, 2006. The soil management plan was approved by the Colorado Department of Public Health in a letter dated October 5, 2006.

The contaminated soil removal work is scheduled to begin on May 19 and will be completed by June 13, 2008. Following the soil abatement project, the property will be leased to the Mesa County Regional Transportation Planning Office and redeveloped as the new Grand Valley Transit Transfer Station to include an office building, parking lot and bus transfer facilities.

The following bids were opened on April 29, 2008:

NAME OF BIDDER	FROM	TOTAL BID
LVI Environmental Services	Denver, CO	\$99,899.00
Excel Environmental, Inc.	Aurora, CO	\$166,665.00
Veolia Environmental Services	Henderson, CO	\$174,521.00
Colorado Environmental Services	Denver, CO	\$182,937.00
Hudspeth & Associates, Inc	Englewood, CO	\$215,240.00
DIM Incorporated	Brighton, CO	\$401,065.00
Engineer's Estimate		\$160,665.00

Attach 5
Purchase of an Emergency Notification System

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Emergency Notification System Purchase		
File #			
Meeting Day, Date	Wednesday, May 7, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	April 22, 2008		
Author Name & Title	Shirley Nilsen, Senior Buyer		
Presenter Name & Title	Troy Smith, Deputy Police Chief		

Summary: This Emergency Notification system will support the Grand Junction Regional Communication Center (GJRCC), and provide a high speed mass notification to residents, employees and businesses in Mesa County.

Budget: \$122,000 has been budgeted in the GJRCC fund.

Action Requested/Recommendation: Authorize the City Purchasing Division to purchase Emergency Notification Software from National Notification Network, LLC, Glendale, CA for \$115,990.

Background Information: The proposed Emergency Notification system will replace an unsupported system and improve notification capabilities by enabling GJRCC and emergency first responders to be notified by telephone, cell phone, fax, e-mail, pager, PDA, Blackberry and Internet messaging. It also allows recipients to be selected based on an interactive Geographic Information System (GIS) interface.

The contract includes software, installation assistance, system integration, data conversion assistance, staff training, system maintenance, system support, and phone charges for the first year. The newer technology will streamline processes by enabling GJRCC to the notify groups such as the SWAT team and Public Works; maximize the ability to analyze notification results through real-time graphical display, historical reporting and inquiry tools. The system uses restricted emergency phone lists as the primary contact number and allows citizens and employees to add cell phone and business numbers using an Internet web site.

The Emergency Notification system provider was selected through a competitive Request for Proposal (RFP) process using the following evaluation criteria:

- Overall Quality of Product

- Match with Functional Requirements
- Technical Environment Compatibility
- Ease of Use
- Company Capacity
 - Experience
 - Reputation
 - Support and Maintenance
 - Training Capacity
 - Reference by Similar Users
 - RFP Compliance
- Total Cost of System

Six Proposals were received and evaluated by a team of representatives the GJRCC, Information Systems and Purchasing. The proposal from Twenty First Century Communications was deemed non-responsive because their proposal did not comply with the required RFP documents. The remaining software suppliers were given an opportunity to demonstrate their software capabilities to the evaluation team and 9-1-1 Board Members. The demonstrations assisted the evaluation committee in determining which software best fulfilled GJRCC's needs.

National Notification Network, LLC, was chosen to provide emergency notification systems software because of the following:

- Ability to send approximately 40,000 calls in less than an hour
- Text-to-speech engine in English and Spanish
- Various GIS-based notifications available by Zip Code, Street Radius or Polygon
- Detailed confirmation reports with addresses
- Remote launching capability
- The ability for a department to create and maintain groups of a specific department such as Public Works weekend call out
- Citizens can maintain their contact information via the web
- On-line Help function
- Overall best value: the software is written using the latest Internet based technology and includes virtually unlimited call time.
- Product Functionality: software is flexible, and easy to use
- Support and Maintenance
- The proposal demonstrated an excellent understanding of current needs, the capabilities of the technology, and willingness to work with staff over several years to achieve objectives

The RFP was advertised in the Daily Sentinel and sent to 19 potential suppliers. The following firms submitted proposals:

3n (National Notification Network)	Glendale, CA
Code Red	Ormond Beach, FL

Cooper Notification – Rome Secure	Arlington, VA
Global Connect	Mays Landing, NJ
Plant CML	Indianapolis, IN
Twenty First Century Communications (Non-responsive)	Columbus, OH

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Comprehensive Plan Contract Addendum		
File #	N/A		
Meeting Day, Date	Wednesday May 7, 2008		
Placement on the Agenda	Consent	X	Individual
Date Prepared	April 23, 2008		
Author Name & Title	Lisa Cox, Planning Manager		
Presenter Name & Title	Tim Moore, Public Works and Planning Director Lisa Cox, Planning Manager		

Summary: This request is for an addendum to the original Comprehensive Plan contract with the firm Winston Associates for services to update the Zoning and Development Code as part of the Comprehensive Plan process.

Budget: \$150,000 has been budgeted in 2008 for the Comprehensive Plan contract.

Action Requested/Recommendation: Authorize the City Manager to enter into a contract with Winston Associates in the amount of \$115,600 for planning services to update the Zoning and Development Code as part of the Comprehensive Plan process.

Attachments:

1. Zoning and Development Code Work Scope
2. Budget Sheet

Background Information: On July 25, 2007 the City entered into a contract with Winston Associates for planning services to prepare a Comprehensive Plan. With adoption of the Comprehensive Plan, the City will need appropriate tools to implement the new plan. Updating the existing Zoning and Development Code will be necessary to achieve the goals and objectives of the plan.

The scope of services in the original contract with Winston Associates did not include provisions for updating the City's Zoning and Development Code. As a part of the Comprehensive Plan process, Winston Associates is able to integrate updating of the Code in a timeframe that is compatible with adoption of the Comprehensive Plan.

The original contract for planning services was in the amount of \$369,952, offset in part by a \$250,000 Energy Impact grant awarded to the City for the Comprehensive Plan.

The proposed addendum includes a technical assessment of the existing Zoning Code, work with staff, elected officials and the development community to identify the existing strengths and weaknesses of the existing Code, and updating various provisions of the Code to meet the goals and objects of the new Comprehensive Plan. Staff recommends approval of the attached addendum in the amount of \$115,600 for planning services to update the City Zoning and Development Code by Winston and Associates.

City of Grand Junction

Zoning and Development Code Work Scope

PHASE I: ASSESSMENT

1.1 Project Kick-off

The consultant will travel to Grand Junction to conduct a project kick-off.

- **Staff Interviews.** Interviews with key staff members regarding their concerns for the ZDC update process. Staff will be encouraged to keep track of additional issues as they arise throughout the ZDC update process, and forward them to the consultant team for further consideration.
- **Stakeholder interviews.** Group interviews with a series of selected stakeholders to discuss recent development activity, perceptions of good and bad development, the effect of the existing regulations on development, roadblocks to good development ideas, and the development approval process. Interviewees should be representative of various groups, including neighborhood activists, business leaders, environmental interests, land owners, attorneys, architects, engineers and the development community. The number of interviews will be mutually agreed upon between the consultant and the Client.
- **Public official interviews.** One-on-one interviews with city leaders will be conducted to get their thoughts on the problems with the existing regulations and barriers to good development in the area.

Interview sessions may begin early or run past the end of the business day in order to encourage higher attendance, as necessary. The interviews will be summarized in a brief set of interview notes.

- **Field work.** The consultant team will also spend time familiarizing themselves with the setting of Grand Junction. Photographs of the area, with an emphasis on the documentation of issues raised during interviews will be collected in digital format, and a copy will be provided to the client on CD.

Deliverables: Summary of interviews, short list of key concerns, CD library of photos

1.2 Critique of Existing Regulations

The consultant will review the existing regulations for their internal merits and constraints in light of best planning practices, procedural streamlining and enforceability. Issues raised will include recommendations from the team that provide guidance for the inclusion of regulatory responses in a revised ZDC.

The consultant team will also discuss the proposed comprehensive plan for development-related policies.

Deliverables: Critique

1.3 Staff Meeting

Following staff review of the critique, the consultant will travel to Grand Junction to discuss the report with key staff to review materials during the ZDC update. Following the trip and staff and committee comments, a revised version for presentation to the public will be prepared.

Deliverables: Revised critique

1.4 Public Presentation

The consultant will facilitate a session to present the team's findings to the local elected and appointed officials.

Deliverables: PowerPoint presentation of critique

1.5 Revise Work Scope

The consultant will prepare a revised work scope for Phase II following guidance from the City staff and elected and appointed officials.

Deliverables: Revised work scope

[EDITOR'S NOTE: The following tasks are provided in less detail due to the fact that the work scope from this point forward is less known at this time. A budget has been prepared for these later tasks, however, a final determination of these costs would occur at the end of Phase II, pending a determination of the balance of staff/consultant involvement, the drafting schedule, and other variables.]

PHASE II: CODE REVISIONS

2.1 Code Revisions in Modules

The drafting process will be divided into four separate deliverable modules for staff review. Tentatively, these modules will contain:

Module 1:

Chapter 1 - General Provisions

Chapter 2 - Procedures

Module 2:

Chapter 3 - Zoning

Chapter 4 - Accessory Uses and Use Specific Standards

Chapter 5 - Planned Development

Module 3:

Chapter 6 - Design & Improvement Standards

Chapter 7 - Special Regulations

Module 4:

Chapter 8 - Administration & Enforcement

Chapter 9 - Definitions

The drafts will be un-illustrated until the text is agreed upon, although sample illustrations for discussion purposes may be provided. Detailed agreement regarding level of effort in this task is required, but will only be possible upon completion of the previous phases of work. Included in the draft will be necessary revisions to meet Colorado and federal case law and statutory requirements

Deliverables: Draft ZDC in four modules

2.2 Staff Review

Following delivery of each module and adequate time for internal review, the consultant will meet with the City staff to review the draft. Comments from the staff will be provided to the consultant in consolidated form, without internal inconsistency. The consultant team will also meet on the same trip with any *ad hoc* committees formed to review the draft.

Deliverables: None

2.3 Consolidated Draft

Following the review of all of the modules, the consultant will consolidate the draft modules into a single document, incorporating all of the comments received to date. This document will be provided to the client for review, and a period scheduled for a series of intensive working sessions intended to convert the draft document into a draft ready for public review and consideration. These sessions would be anticipated to run at least several days, during which the consultant would interactively edit the document based on comments from various staff on portions of the ZDC within their purview. Graphics will be completed and inserted into the document and an index and final layout will be completed.

Deliverables: Consolidated draft, revisions, graphics, index

2.4 Staff Review

The complete draft, ready for public review, will be considered one last time by the City staff. Final editorial revisions will be completed.

Deliverables: Public Review Draft

2.5 Public Review Workshop

The consultant will provide an overview of the proposed ZDC changes to members of the general public during a public workshop or open house.

Deliverables: PowerPoint presentation

2.6 Adoption Hearing Draft

Final editorial revisions will be completed and the adoption hearing draft, ready for public review, will be provided to the client.

Deliverables: Adoption Hearing Draft

2.7 Adoption Support

The consultant will provide a presentation and help facilitate two public hearings to review the adoption draft.

Deliverables: PowerPoint presentation

2.8 Final Adopted Ordinance

Following adoption, the consultant will complete any final revisions and provide the client with the document in hard copy and on CD in MS-Word format.

Deliverables: Final document (hard copy and CD)

TRIPS

The consultant will travel to Grand Junction on a regular basis throughout the project. The client will control the frequency and use of trips throughout this process. Should additional trips beyond those anticipated in the budget be required, the budgeted per person-trip cost of \$850 would be applied.

PHASE III: OPTIONAL ELEMENTS

While the base work scope on the previous pages is adequate to complete the ZDC update project, upon approval of the City, there are a number of possible enhancements to the project. These options are set forth below and are totally at the discretion of the City.

3.1 Sign Code

The consultant will organize and facilitate a workshop or series of workshops on specific issues identified in the Assessment phase of the project. These workshops would cover topical areas such as “How to Make Infill and Redevelopment Work” or “Creating Neighborhood-Friendly Commercial Districts.” Each workshop would be given either by members of the consultant team, or noted planners contracted by the consultant. The workshops could be taped or otherwise made available following the workshop (streaming video on the web, for example). The educational value for the community could ease the transition to new regulations proposed in the update. Consideration could be given to defraying the cost through sponsorship or a nominal entrance fee for the workshop.

Deliverables: Sign critique, focus group meetings, draft and final sign code

3.2 Zoning Map Changes

The base work scope includes modification of the client’s current zoning district text. As an option, the consultant will work with the client to review potential changes to the zoning map to pro-actively apply new zoning districts.

Deliverables: Trip to discuss zoning map changes

Grand Junction ZDC Project Timeline

Task	Anticipated Timeline (cumulative)
PHASE I: ASSESSMENT	
1.1 Reconnaissance	1 month
1.2 Critique of Existing Regulations	4 months
1.3 Staff Meeting	5 months
1.4 Public Presentation	6 months
1.5 Revise Work Scope	6 months
PHASE II: CODE REVISIONS	
2.1 Code Revisions in Modules	To be determined during Task 1.5
2.2 Staff Review	
2.3 Consolidated Draft	
2.4 Staff Review	
2.5 Public Review Workshop	
2.6 Adoption Hearing Draft	
2.7 Adoption Support	
2.8 Final Adopted Ordinance	
PHASE III: OPTIONAL ELEMENTS	
3.1 Sign Code	To be determined
3.2 Zoning Map Changes	

Grand Junction ZDC Budget

The budget set forth below is based on several assumptions. The key assumption is that there will be no revisions to the sign code, or changes to the zoning map during Phases I and II. The project is focused on a clean-up, clarification and streamlining of the existing ZDC.

It is further assumed that only Phase I will be placed under contract initially. Later phases of work may be initiated following Phase I (whether as a contract extension, or a separate contract with Code Studio).

Task	Not to Exceed Budget
PHASE I: ASSESSMENT	
1.1 Reconnaissance	\$10,500
1.2 Critique of Existing Regulations	\$16,840
1.3 Presentation and Confirmation of Direction	\$3,490
1.4 Annotated Outline and Strategy for Update	\$6,130
1.5 Prepare Work Scope	\$660
Phase I Subtotal	\$37,620
PHASE II: CODE DRAFTING	
2.1 Code Revision in Modules	\$28,280
2.2 Staff Review	\$6,100
2.3 Consolidated Draft	\$11,440
2.4 Staff Review	\$6,100
2.5 Public Review Workshop	\$10,060
2.6 Adoption Hearing Draft	\$5,270
2.7 Adoption Support	\$6,980
2.8 Final Adopted Ordinance	\$3,300
Phase II Subtotal	\$77,980
PHASES I and II TOTAL	
	\$115,600
PHASE III: OPTIONAL ELEMENTS	
3.1 Sign Code	\$40,000 to \$70,000
3.2 Zoning Map Changes	\$10,000 to \$30,000

Grand Junction Work Scope

Hours Budget Labor Cost Trips

	Principal	Associate	Planner	Principal	Associate	Planner	Person/Trips	Cost	SUBTOTAL
				\$165	\$135	\$110		\$850	
PHASE I: ASSESSMENT									
1.1 Project Kick-Off	32	0	32	\$5,280	\$0	\$3,520	2	\$1,700	\$10,500
1.2 Critique of Existing Regulations	16	40	80	\$2,640	\$5,400	\$8,800		\$0	\$16,840
1.3 Staff Meeting	16	0	0	\$2,640	\$0	\$0	1	\$850	\$3,490
1.4 Public Presentation	16	0	24	\$2,640	\$0	\$2,640	1	\$850	\$6,130
1.5 Revise Work Scope	4	0	0	\$660	\$0	\$0		\$0	\$660
Subtotal	84	40	136						\$37,620
PHASE II: CODE REVISIONS									
2.1 Code Revisions in Modules	32	40	160	\$5,280	\$5,400	\$17,600		\$0	\$28,280
2.2 Staff Review	16	0	16	\$2,640	\$0	\$1,760	2	\$1,700	\$6,100
2.3 Consolidated Draft	16	0	80	\$2,640	\$0	\$8,800		\$0	\$11,440
2.4 Staff Review	16	0	16	\$2,640	\$0	\$1,760	2	\$1,700	\$6,100
2.5 Public Review Workshop	24	0	40	\$3,960	\$0	\$4,400	2	\$1,700	\$10,060
2.6 Adoption Hearing Draft	8	0	40	\$1,320	\$0	\$4,400		\$0	\$5,720
2.7 Adoption Support	32	0	0	\$5,280	\$0	\$0	2	\$1,700	\$6,980
2.8 Final Adopted Ordinance	4	0	24	\$660	\$0	\$2,640		\$0	\$3,300
Subtotal	148	40	376						\$77,980

Phase I and II **\$115,600**

OPTIONAL ELEMENTS

- 3.1 Sign Code
- 3.2 Zoning Map Changes

Range: Lo
\$40,000
\$10,000

Attach 7

Vacation of a Portion of 28 ½ Road and South Grand Falls Ct. and Misc. Easements for the Ashbury Heights Subdivision, Located at the SE Corner of 28 ¼ Road and Grand Falls Drive

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Vacation of a portion of 28 ½ Road and South Grand Falls Court and miscellaneous easements for the Ashbury Heights Subdivision, Located at the southeast corner of 28 ¼ Road and Grand Falls Drive		
File #	PP-2006-251		
Meeting Day, Date	Wednesday, May 7, 2008		
Placement on the Agenda	Consent		Individual X
Date Prepared	April 25, 2008		
Author Name & Title	Scott D. Peterson, Senior Planner		
Presenter Name & Title	Scott D. Peterson, Senior Planner		

Summary: A request to vacate existing public rights-of-way (portion of 28 ½ Road and South Grand Falls Court) and miscellaneous easements in anticipation of future residential subdivision development. The proposed vacation requests are located at the southeast corner of 28 ¼ Road and Grand Falls Drive.

Budget: N/A.

Action Requested/Recommendation: Hold a Public Hearing and consider final passage of the Ordinance and adoption of a Resolution.

Attachments:

Background Information / Staff Analysis
Site Location Map / Aerial Photo Map
Future Land Use Map / Existing City Zoning
Vacation Ordinance and attached Exhibits A, B, C
Resolution and attached Exhibit A

BACKGROUND INFORMATION					
Location:		Southeast corner of 28 ¼ Road and Grand Falls Drive			
Applicants:		Owners, Ashbury Heights Cache, LLC and Thomas Ralzer			
Existing Land Use:		Vacant land			
Proposed Land Use:		Residential subdivision			
Surrounding Land Use:	North	Single-family attached dwellings and vacant land			
	South	Single-family attached dwellings			
	East	Single-family residential			
	West	Proposed residential development (Ridgewood Heights Subdivision)			
Existing Zoning:		R-8 (Residential – 8 units/acre)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	PD (Planned Development)			
	South	R-16 (Residential – 16 units/acre)			
	East	PD (Planned Development)			
	West	R-5 (Residential – 5 units/acre)			
Growth Plan Designation:		Residential Medium High (8 – 12 DU/Ac.)			
Zoning within density range?		X	Yes		No

Staff Analysis:

The applicants are requesting to vacate an existing public right-of-way (portion of 28 ½ Road) located adjacent to the east property line of their proposed subdivision (Ashbury Heights). The applicants are requesting to vacate the “bulb” portion of the right-of-way and incorporate this area into their proposed subdivision. The “bulb” portion of this right-of-way was necessary at the time of platting of the Falls Subdivision as it provided a turn-around radius on 28 ½ Road. But since 28 ½ Road now connects with Presley Avenue to the south, this turn-around radius is no longer necessary and thus the request to vacate the “bulb” portion of this existing right-of-way.

The second right-of-way vacation request is to vacate the platted, unimproved right-of-way of South Grand Falls Court. This right-of-way was dedicated as part of The Falls,

Filing No. Two in 1981 but has never been utilized nor constructed. There is an existing sanitary sewer line that is presently located within the cul-de-sac portion of this right-of-way; however this sewer line will be relocated upon the development of the proposed new subdivision.

The vacation of these two (2) rights-of-way would be on the condition of approval and recording of the Final Plat for the Ashbury Heights Subdivision and the rededication of all appropriate new easements, where applicable.

The applicants are also requesting to vacate miscellaneous easements in anticipation of future residential subdivision development (Ashbury Heights).

The existing easements that are requested to be vacated consist of multi-purpose, water, drainage, ingress/egress and general utility easements. All utility infrastructures that are located within these existing easements will be relocated prior to recording the Final Plat and development of the Ashbury Heights Subdivision project and appropriate new easements dedicated where necessary.

The Planning Commission recommended approval of the proposed rights-of-way vacations and the proposed easement vacations at their March 25, 2008 meeting.

Consistency with the Growth Plan:

The proposed residential development and rights-of-way vacation requests meet the goals and policies of the Growth Plan and Future Land Use Map. The properties are currently zoned R-8, Residential – 8 units/acre with the Growth Plan Future Land Use Map showing this area as Residential Medium High (8 – 12 DU/Ac.).

Section 2.11 C. of the Zoning and Development Code:

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

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

Granting the request to vacate South Grand Falls Court and a portion of 28 ½ Road does not conflict with the Growth Plan, major street plan and other adopted plans and policies of the City of Grand Junction.

Granting the request to vacate miscellaneous easements also does not conflict with the Growth Plan, major street plan and other adopted plans and policies of the City of Grand Junction. Some of these easements have never been utilized and/or if there are existing utilities located within these easements, the utilities will be relocated at the time of development for the Ashbury Heights Subdivision and new easements dedicated.

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

No parcel will be landlocked as a result of these public rights-of-way vacations. Furthermore, no parcel will be landlocked as a result of these easement vacations as the properties are being redeveloped and a new subdivision plat recorded.

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

Access will not be restricted as the properties are being redeveloped and a new subdivision plat recorded.

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

There will be no adverse impacts to the general community and the quality of public facilities and services provided will not be reduced due to the vacation requests.

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

The provision of adequate public facilities and services will not be inhibited to any property as required in Chapter Six of the Zoning and Development Code. No adverse comments were received from the utility review agencies during the staff review process.

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

Maintenance requirements to the City will not change as a result of the proposed public rights-of-way and miscellaneous easement vacations. Existing utility infrastructures that are located within these platted rights-of-way will be relocated and appropriate easements dedicated with the new subdivision plat.

FINDINGS OF FACT/CONCLUSIONS AND CONDITION:

After reviewing the proposed rights-of-way vacation requests and the proposed easement vacation requests, application PP-2006-251 for the vacation of existing public rights-of-way (portion of 28 ½ Road and South Grand Falls Court) and vacation of existing public easements in anticipation of future residential subdivision development, the Planning Commission made the following findings of fact and conclusions:

1. The proposed public rights-of-way vacations are consistent with the Growth Plan.
2. The review criteria in Section 2.11 C. of the Zoning and Development Code have all been met for the requested public rights-of-way vacations – portion of 28 ½ Road and South Grand Falls Court.

3. The vacation of these two (2) rights-of-way vacations would be on the condition of approval and recording of the Final Plat for the Ashbury Heights Subdivision and the rededication of all appropriate new easements, where applicable.
4. The vacation of these public easements would be on the condition of approval and recording of the Final Plat for the Ashbury Heights Subdivision and the rededication of all appropriate new easements, where applicable.

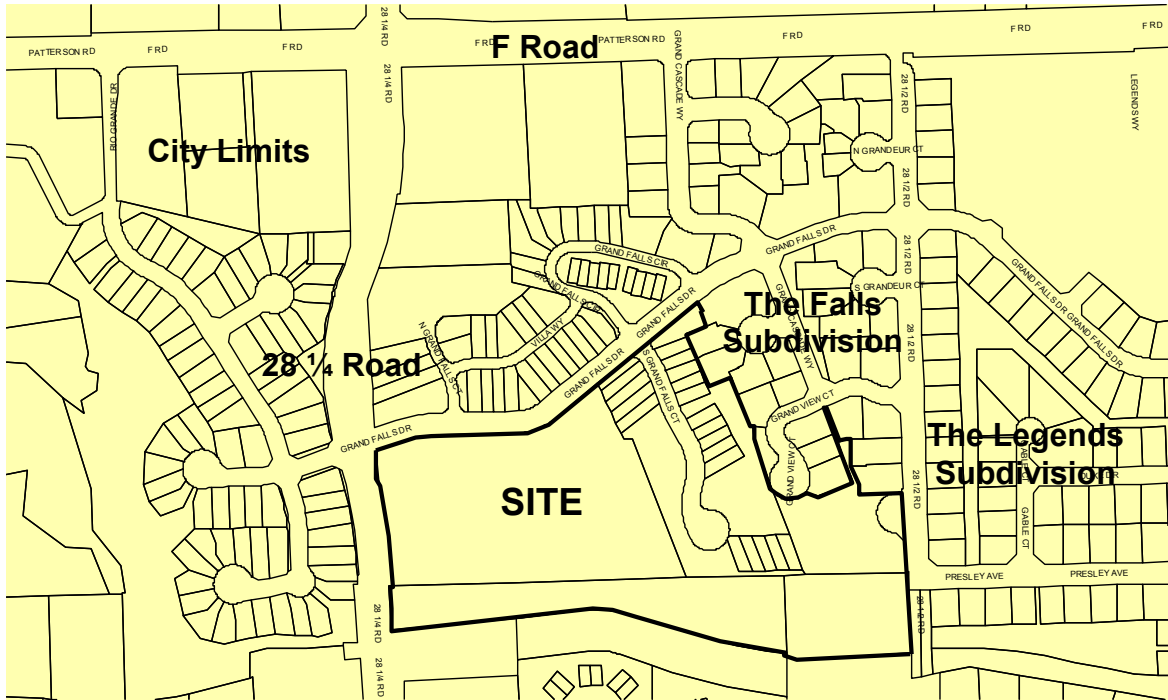
Action Requested/Recommendation:

The Planning Commission recommends that the City Council approve the Ordinance for the vacation of existing public rights-of-way, portion of 28 ½ Road and South Grand Falls Court for the Ashbury Heights Subdivision, located at the southeast corner of 28 ¼ Road and Grand Falls Drive, finding the request consistent with the Growth Plan and Section 2.11 C. of the Zoning and Development Code and that the vacation of the rights-of-way vacation would be on the condition of approval and recording of the Final Plat for the Ashbury Heights Subdivision and the rededication of all appropriate new easements, where applicable.

Furthermore, the Planning Commission recommends the adoption of the Resolution for the vacation of existing miscellaneous easements located at the southeast corner of 28 ¼ Road and Grand Falls Drive, finding the request consistent with the Growth Plan and Section 2.11 C. of the Zoning and Development Code and that the vacation of these public easements would be on the condition of approval and recording of the Final Plat for the Ashbury Heights Subdivision and the rededication of all appropriate new easements, where applicable.

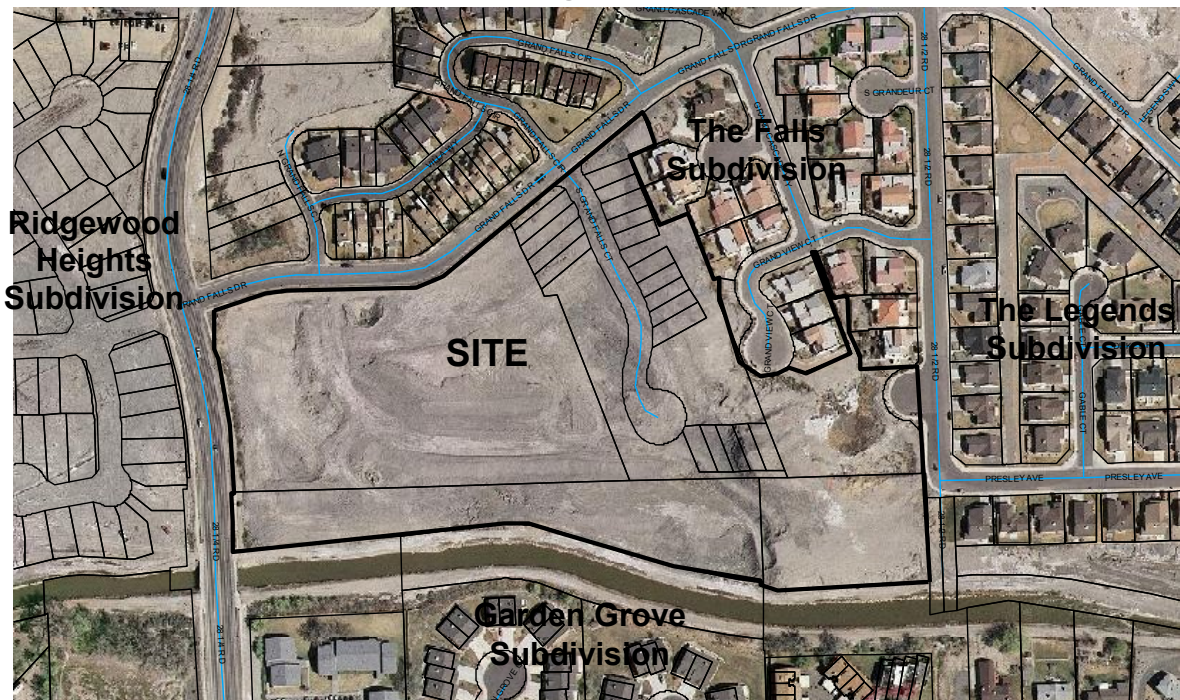
Site Location Map

Figure 1



Aerial Photo Map

Figure 2



CITY OF GRAND JUNCTION

ORDINANCE NO.

**AN ORDINANCE VACATING THE RIGHTS-OF-WAY FOR
SOUTH GRAND FALLS COURT AND A PORTION OF 28 ½ ROAD IN THE
PROPOSED ASHBURY HEIGHTS SUBDIVISION**

RECITALS:

A vacation of the dedicated rights-of-way for South Grand Falls Court and a portion of 28 ½ Road has been requested by the adjoining property owners.

The City Council finds that the request is consistent with the Growth Plan, the Grand Valley Circulation Plan and Section 2.11 of the Zoning and Development Code.

The Planning Commission, having heard and considered the requests, found the criteria of the Code to have been met, and recommends that the vacation be approved.

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

The following described dedicated rights-of-way for South Grand Falls Court and a portion of 28 ½ Road are hereby vacated subject to the listed conditions:

1. Applicants shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.
2. Approval and recording of the Final Plat for the Ashbury Heights Subdivision and the rededication of all appropriate new easements, where applicable.

The following rights-of-way are shown on "Exhibits A, B and C" as part of this vacation of description.

Dedicated rights-of-way to be vacated:

South Grand Falls Court Right-of-Way Vacation

A parcel of land being all the right of way for South Grand Falls Court, located in The Falls, Filing No. Two, as shown on plat recorded at Plat Book 12, Pages 370 through 371, of the Mesa County, Colorado public records.

Said parcel contains 0.645 acres more or less, as described.

A Portion of the 28½ Road Cul-De-Sac Right-of-Way Vacation

A parcel of land being a forty-eight and a half foot (48.50') radius right-of-way for a portion of the 28½ Road Cul-De-Sac, located in The Falls 2004, as shown on Plat recorded at Book 4100, Pages 120 through 124, Mesa County records and being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) Section 7, Township 1 South, Range 1 East of the Ute Meridian, whence the North Quarter corner of said NE¼ NW¼ Section 7 bears North 00 degrees 10 degrees 02 seconds West, a distance of 1314.13 feet, for a basis of bearings with all bearings contained herein relative thereto; thence North 89 degrees 57 minutes 01 seconds West, a distance of 33.00 feet; thence North 00 degrees 10 degrees 02 seconds West, a distance of 76.00 feet to the POINT OF BEGINNING; thence North 45 degrees 05 minutes 50 seconds West, a distance of 28.29 feet; thence along a curve to the right, having a delta angle of 177 degrees 40 minutes 23 seconds, with a radius of 48.50 feet, an arc length of 150.40 feet, with a chord bearing of North 01 degrees 01 minutes 32 seconds East, with a chord length of 96.98 feet; thence North 89 degrees 51 minutes 10 seconds East, a distance of 17.96 feet; thence South 00 degrees 10 minutes 02 seconds East, a distance of 116.98 feet to the POINT OF BEGINNING.

Said Cul-De-Sac Right-of-Way containing 0.129 Acres of land, as described.

A Portion of the 28½ Road Cul-De-Sac Right-of-Way Vacation

A parcel of land being a eighteen foot (18.00') radius right-of-way for a portion of the 28½ Road Cul-De-Sac, located in The Falls 2004, as shown on Plat recorded at Book 4100, Pages 120 through 124, Mesa County records and being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) Section 7, Township 1 South, Range 1 East of the Ute Meridian, whence the North Quarter corner of said NE¼ NW¼ Section 7 bears North 00 degrees 10 degrees 02 seconds West, a distance of 1314.13 feet, for a basis of bearings with all bearings contained herein relative thereto; thence North 89 degrees 57 minutes 01 seconds West, a distance of 33.00 feet; thence North 00 degrees 10 degrees 02 seconds West, a distance of 192.98 feet to the POINT OF BEGINNING; thence South 89 degrees 51 minutes 10 seconds West, a distance of 17.98 feet, to the Southeast corner of Lot 1, Block Five; thence along a non-tangent curve to the left, having a delta angle of 89 degrees 48 minutes 34 seconds, with a radius of 18.00 feet, an arc length of 28.21 feet, with a chord bearing of North 44 degrees 48 minutes 09 seconds East, with a chord length of 25.41 feet; thence South 00 degrees 10 minutes 02 seconds East, a distance of 17.99 feet to the POINT OF BEGINNING.

Said portion of Cul-De-Sac Right-of-Way containing 0.002 Acres of land, as described.

Introduced for first reading on this 16th day of April, 2008

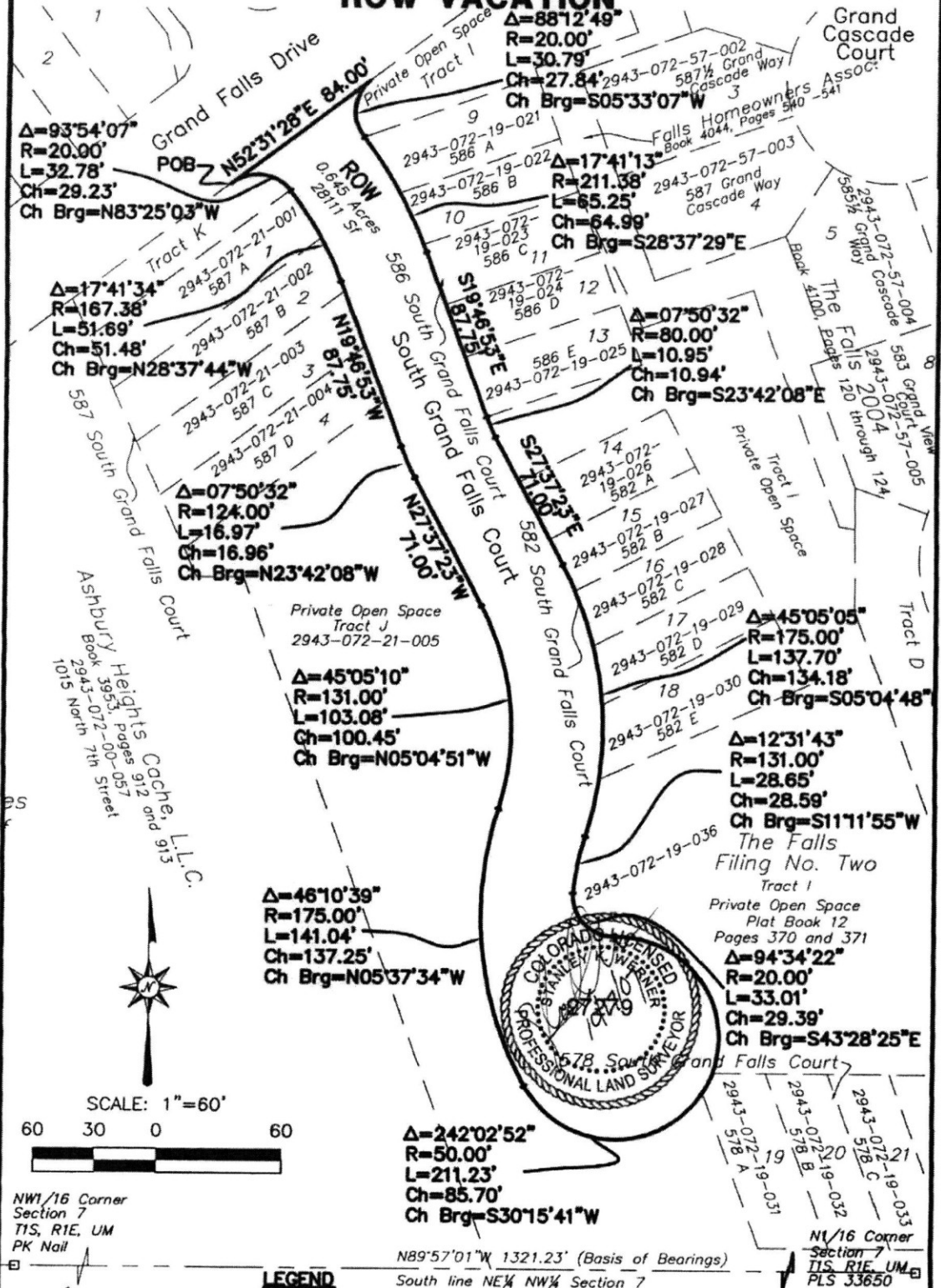
PASSED and ADOPTED this _____ day of _____, 2008.

ATTEST:

President of City Council

City Clerk

EXHIBIT A ROW VACATION



$\Delta=93^{\circ}54'07''$
 $R=20.00'$
 $L=32.78'$
 $Ch=29.23'$
 $Ch\ Brg=N83^{\circ}25'03''W$

$\Delta=17^{\circ}41'34''$
 $R=167.38'$
 $L=51.69'$
 $Ch=51.48'$
 $Ch\ Brg=N28^{\circ}37'44''W$

$\Delta=07^{\circ}50'32''$
 $R=124.00'$
 $L=16.97'$
 $Ch=16.96'$
 $Ch\ Brg=N23^{\circ}42'08''W$

$\Delta=45^{\circ}05'10''$
 $R=131.00'$
 $L=103.08'$
 $Ch=100.45'$
 $Ch\ Brg=N05^{\circ}04'51''W$

$\Delta=46^{\circ}10'39''$
 $R=175.00'$
 $L=141.04'$
 $Ch=137.25'$
 $Ch\ Brg=N05^{\circ}37'34''W$

$\Delta=242^{\circ}02'52''$
 $R=50.00'$
 $L=211.23'$
 $Ch=85.70'$
 $Ch\ Brg=S30^{\circ}15'41''W$

$\Delta=88^{\circ}12'49''$
 $R=20.00'$
 $L=30.79'$
 $Ch=27.84'$
 $Ch\ Brg=S05^{\circ}33'07''W$

$\Delta=17^{\circ}41'13''$
 $R=211.38'$
 $L=65.25'$
 $Ch=64.99'$
 $Ch\ Brg=S28^{\circ}37'29''E$

$\Delta=07^{\circ}50'32''$
 $R=80.00'$
 $L=10.95'$
 $Ch=10.94'$
 $Ch\ Brg=S23^{\circ}42'08''E$

$\Delta=45^{\circ}05'05''$
 $R=175.00'$
 $L=137.70'$
 $Ch=134.18'$
 $Ch\ Brg=S05^{\circ}04'48''$

$\Delta=12^{\circ}31'43''$
 $R=131.00'$
 $L=28.65'$
 $Ch=28.59'$
 $Ch\ Brg=S11^{\circ}11'55''W$

$\Delta=94^{\circ}34'22''$
 $R=20.00'$
 $L=33.01'$
 $Ch=29.39'$
 $Ch\ Brg=S43^{\circ}28'25''E$

NW1/16 Corner
 Section 7
 T1S, R1E, UM
 PK Nail

$N89^{\circ}57'01''W\ 1321.23'$ (Basis of Bearings)
 South line NE1/4 NW1/4 Section 7

NW1/16 Corner
 Section 7
 T1S, R1E, UM
 PLS 33650

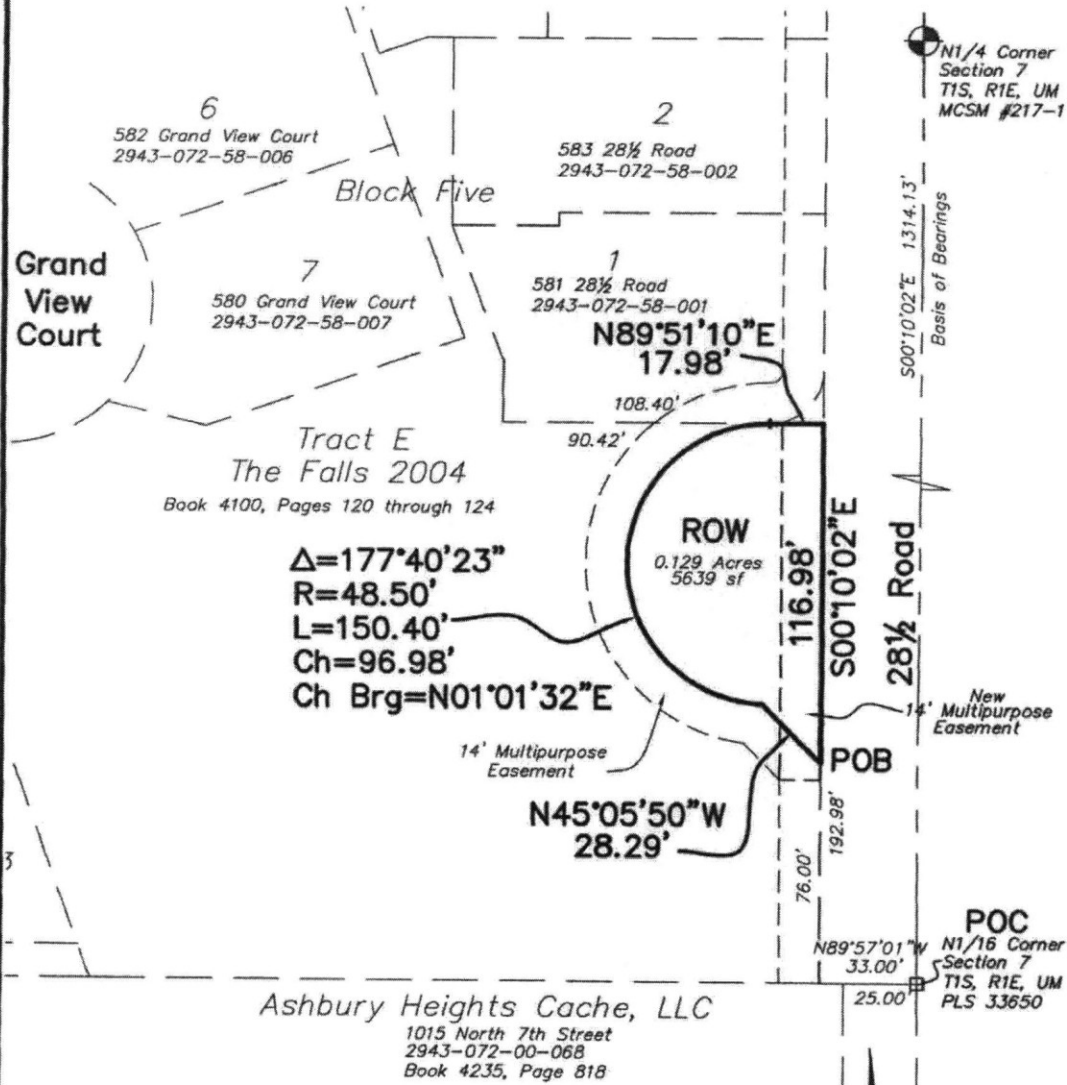
LEGEND

- ALIQUOT SURVEY MARKER AS NOTED
- FOUND REBAR, AS NOTED
- PROFESSIONAL LAND SURVEYOR
- MESA COUNTY SURVEY MARKER
- ANNO DOMINI
- POINT OF BEGINNING
- POINT OF COMMENCING
- NUMBER
- \pm MORE OR LESS
- \cdot DEGREES
- $'$ MINUTES OR FEET
- $''$ INCHES OR SECONDS
- Δ DELTA ANGLE OF ARC
- R RADIUS OF ARC
- L LENGTH OF ARC
- Ch CHORD DISTANCE OF ARC
- Brg CHORD BEARING OF ARC

Prepared By:
High Desert Surveying, LLC
 1673 Highway 50 Unit C
 Grand Junction, CO 81503
 970-254-8649 Fax 970-241-0481

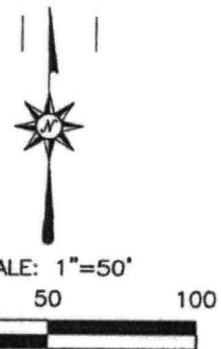
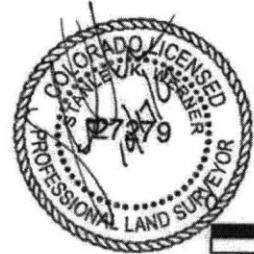
PROJ. NO.	SURVEYED	DRAWN	APPD	SHEET	OF
06-116				1	1
DATE: Jan, 2007		rk	slw		

EXHIBIT B ROW VACATION



$\Delta=177^{\circ}40'23''$
 $R=48.50'$
 $L=150.40'$
 $Ch=96.98'$
 $Ch\ Brg=N01^{\circ}01'32''E$

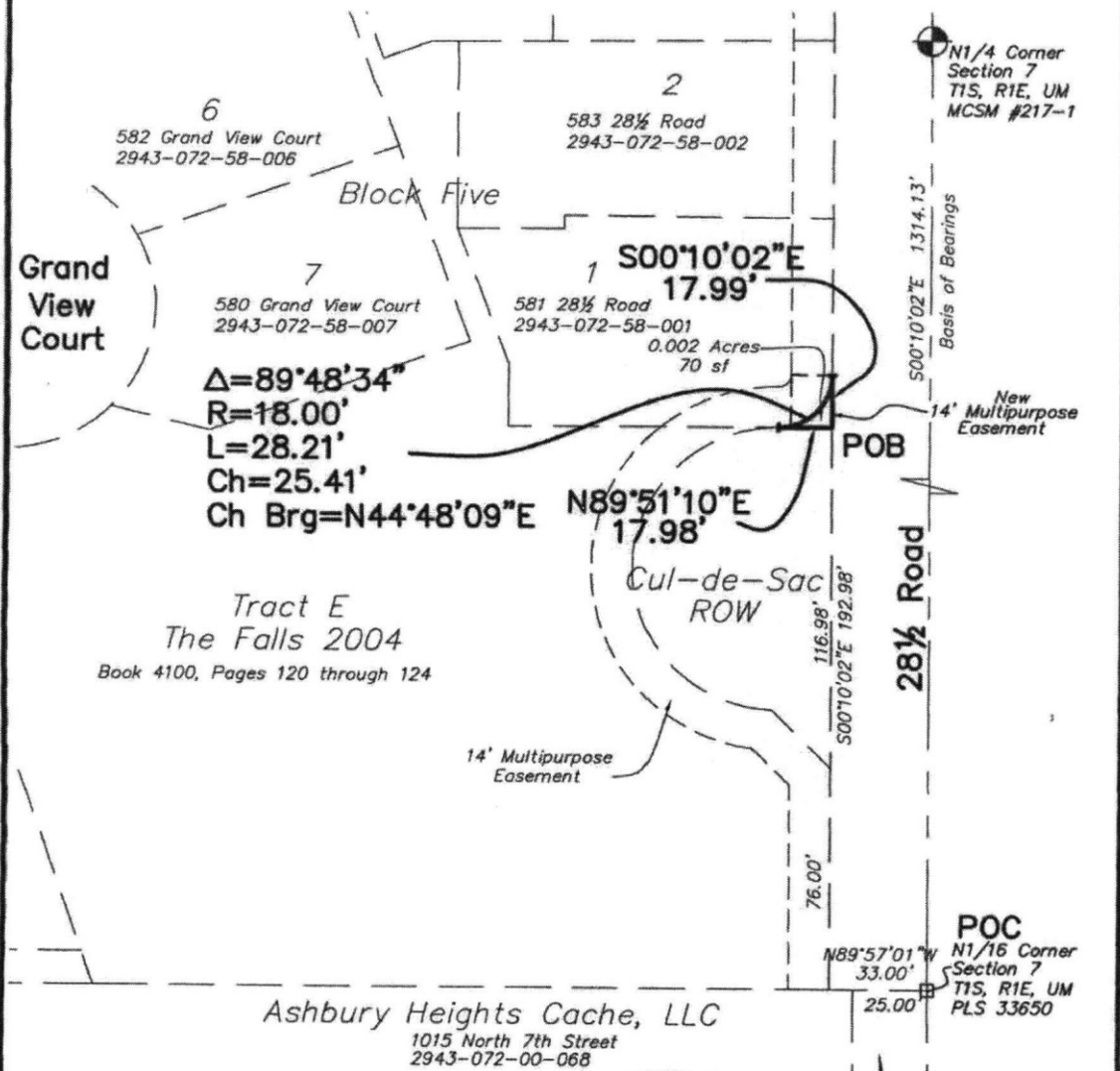
- LEGEND**
- ALIQUOT SURVEY MARKER, AS NOTED
 - FOUND REBAR, AS NOTED
 - Δ DELTA ANGLE OF ARC
 - R RADIUS OF ARC
 - L LENGTH OF ARC
 - Ch CHORD DISTANCE OF ARC
 - Brg CHORD BEARING OF ARC
 - PLS PROFESSIONAL LAND SURVEYOR
 - No. NUMBER
 - A.D. ANNO DOMINI
 - ± MORE OR LESS
 - DEGREES
 - MINUTES OR FEET
 - INCHES OR SECONDS
 - MCSM MESA COUNTY SURVEY MARKER
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCING



Prepared By:
High Desert Surveying, LLC
 1673 Highway 50 Unit C
 Grand Junction, CO 81503
 970-254-8649 Fax 970-241-0481

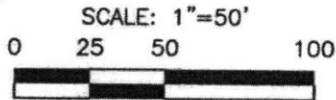
PROJ. NO.	SURVEYED	DRAWN	APP'D	SHEET	OF
06-116				1	1
DATE: Jun, 2007		rk	skw		

EXHIBIT C ROW VACATION



LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- FOUND REBAR, AS NOTED
- Δ DELTA ANGLE OF ARC
- R RADIUS OF ARC
- L LENGTH OF ARC
- Ch CHORD DISTANCE OF ARC
- Brg CHORD BEARING OF ARC
- PLS PROFESSIONAL LAND SURVEYOR
- No. NUMBER
- A.D. ANNO DOMINI
- \pm MORE OR LESS
- DEGREES
- MINUTES OR FEET
- INCHES OR SECONDS
- MCSM MESA COUNTY SURVEY MARKER
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING



Prepared By:
High Desert Surveying, LLC
 1673 Highway 50 Unit C
 Grand Junction, CO 81503
 970-254-8649 Fax 970-241-0481

PROJ. NO. 08-116	SURVEYED	DRAWN	APP'D	SHEET	OF
DATE: Jan, 2007		rek	skw	1	1

RESOLUTION No. _____

**A RESOLUTION VACATING MISCELLANEOUS EASEMENTS IN CONJUNCTION
WITH THE PROPOSED ASHBURY HEIGHTS SUBDIVISION**

**LOCATED AT THE SOUTHEAST CORNER OF 28 ¼ ROAD
AND GRAND FALLS DRIVE**

RECITALS:

The applicants propose to vacate miscellaneous easements in conjunction with the development of the proposed Ashbury Heights Subdivision located at the southeast corner of 28 ¼ Road and Grand Falls Drive. All existing utility infrastructure will be relocated and new easements dedicated, where necessary, upon the approval and recording of the Final Plat for the Ashbury Heights subdivision.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that the vacations be approved.

The City Council finds that the request is consistent with the Growth Plan and Section 2.11 of the Zoning and Development Code.

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

The following described easements are hereby vacated subject to the listed conditions:

Easement 5:

That 20 foot wide Permanent Drainage and Utility Easement, described in Book 1404, Page 501, located in the parcel described in Book 3953, Pages 912 and 913.

Easement 6:

That 10 foot Utility Easement across the front of Lots 1, 2, 3, and 4, Block Six, Falls, Filing No. Two, as recorded at Plat Book 12, Pages 370 and 371.

Easement 7:

That 10 foot Utility Easement across the front of Lots 11, 12, and 13, Block Four, Falls, Filing No. Two, as recorded at Plat Book 12, Pages 370 and 371.

Easement 8:

That 10 foot Utility Easement across the front of Lots 14, 15, 16, 17, and 18, Block Four, Falls, Filing No. Two, as recorded at Plat Book 12, Pages 370 and 371.

Easement 9:

That 10 foot Utility Easement across the front of Lots 19, 20, 21, 22, and 23, Block Four, Falls, Filing No. Two, as recorded at Plat Book 12, Pages 370 and 371.

Easement 10:

That 22 foot Ingress/Egress and Utility Easement across the front of Lots 19, 20, 21, 22, and 23, Block Four, Falls, Filing No. Two, as recorded at Plat Book 12, Pages 370 and 371.

Easement 11:

That 20 foot wide Ute Water Easement across Tract I, Block Four, Falls, Filing No. Two, as recorded at Plat Book 12, Pages 370 and 371.

Easement 12:

That 14 foot wide Multipurpose Easement across Tract E, Block Four, The Falls 2004, as recorded at Book 4100, Pages 120 through 124.

Blanket Utility Easements:

All blanket utility easements within Tract E, Block 5, Falls 2004 and those portions within Tract I, Block 4, and Tracts J and K, Block 6, The Falls, Filing No. 2 which were not incorporated into the Falls 2004.

1. Applicants shall pay all recording/documentary fees for the Vacation Resolution, any easement documents and dedication documents.
2. Approval and recording of the Final Plat for the Ashbury Heights Subdivision and the rededication of all appropriate new easements, where applicable.

All easements described above shall be replaced during the platting process to City Standard Specifications or specific Utility Company Specifications to cover all utilities and appurtenances, as realigned, relocated, or installed per City or Utility Company requirements.

See attached Exhibit A.

PASSED and ADOPTED this _____ day of _____, 2008.

ATTEST:

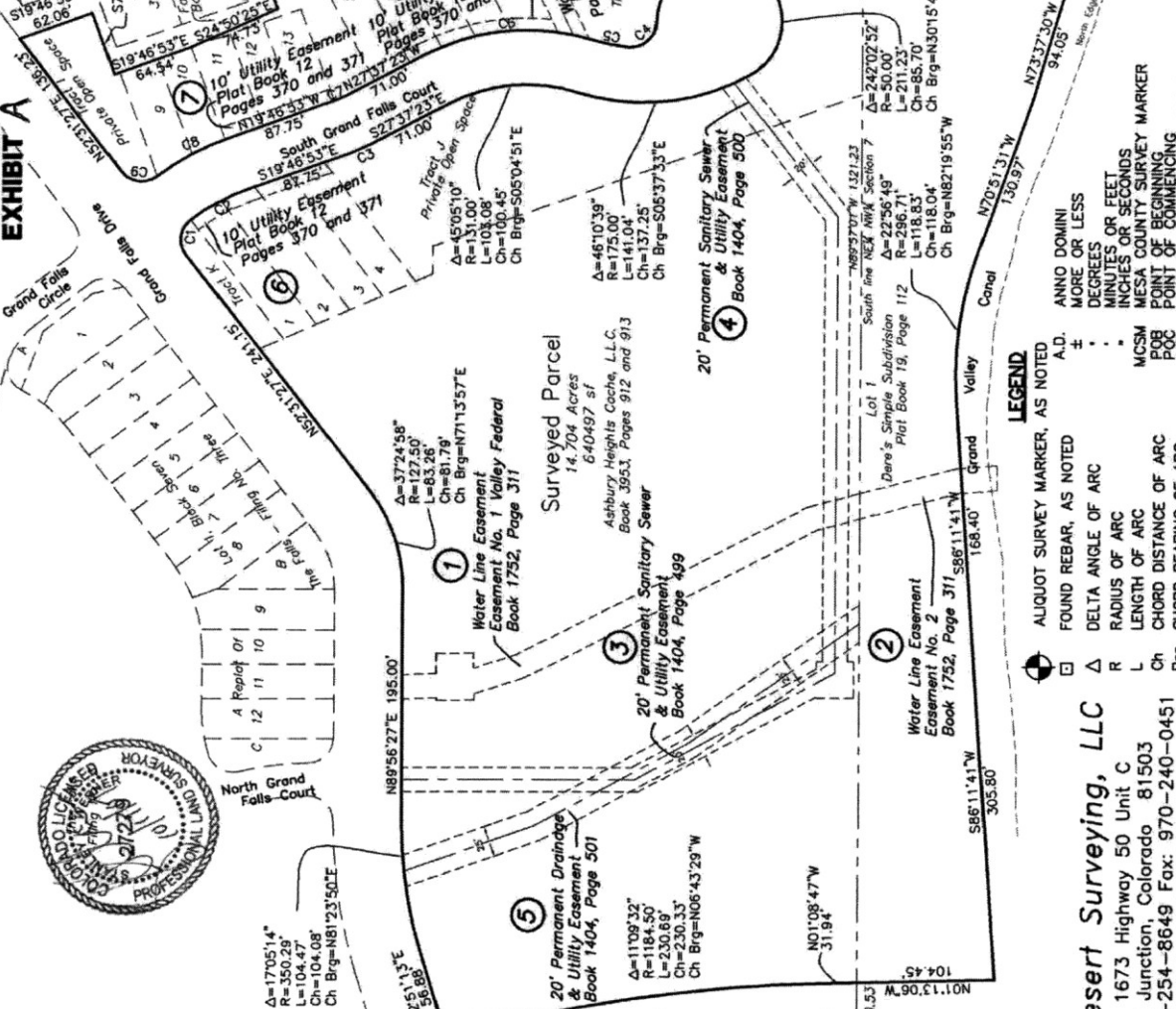
President of City Council

City Clerk

N1/4 Corner
Section 7
T1S, R1E, U1M
MCSM #217-1

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	87°54'07"	20.00'	32.78'	29.23'	S87°25'03"E
C2	174°1'34"	187.38'	51.69'	51.48'	S28°37'44"E
C3	27°50'32"	124.00'	16.97'	16.96'	S25°42'08"E
C4	17°31'43"	31.00'	3.91'	29.39'	N43°28'25"W
C5	17°31'43"	31.00'	3.91'	3.91'	N11°11'55"E
C6	45°05'32"	174.00'	137.20'	48.28'	N23°52'08"W
C7	45°05'32"	80.00'	10.94'	10.94'	N23°52'08"W
C8	174°1'13"	211.38'	65.25'	64.90'	N28°37'33"W
C9	88°12'49"	20.00'	30.79'	27.84'	N65°33'07"E

EXHIBIT A



SCALE: 1"=100'
0 50 100

LEGEND

- ALLOQUOT SURVEY MARKER, AS NOTED A.D.
- FOUND REBAR, AS NOTED ±
- DELTA ANGLE OF ARC °
- RADIUS OF ARC R
- LENGTH OF ARC L
- CHORD DISTANCE OF ARC Ch
- CHORD BEARING OF ARC Brg
- PROFESSIONAL LAND SURVEYOR No.

ANNO DOMINI MORE OR LESS DEGREES MINUTES OR FEET INCHES OR SECONDS MESA COUNTY SURVEY MARKER MCSM POINT OF BEGINNING FOR EASEMENT VACATION BY SEPARATE DOCUMENT



28 1/4 Road
(Right-of-Way Book 1245, Pages 841 And 842)
Permanent Easement (Book 1245, Pages 843 & 844)
(Right-of-Way Varies)

High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tel: 970-254-8649 Fax: 970-240-0451

PROJ. NO.	DATE	DRAWN	APP'D	SHEET	OF
06-116	Jan, 2007	rsk	skw	1	1

Attach 8

Public Hearing – Creating a New Administrative Citation Process for Code Enforcement and Establishing a Fine Schedule

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Code Enforcement Administrative Citation Process and Fine Schedule		
File #			
Meeting Day, Date	Wednesday, May 7, 2008		
Placement on the Agenda	Consent	<input type="checkbox"/>	Individual <input checked="" type="checkbox"/>
Date Prepared	May 1, 2008		
Author Name & Title	Mary Lynn Kirsch, City Attorney's Office		
Presenter Name & Title	Kathy Portner, Neighborhood Services Manager John Shaver, City Attorney		

Summary: Code Enforcement Staff is proposing the adoption and use of an administrative citations process as another means of enforcement of City Codes. Specifically, the administrative citations process will be used for violations that affect the livability of neighborhoods and quality of life. The program would impose administrative penalties for certain violations of the Code, in turn decriminalizing the process and resulting in a more efficient and effective resolution of Code violations.

The proposed Ordinance calls for a fine schedule, to be determined by the City Manager and approved by a City Council Resolution. Fines shall be based upon the City Manager's assessment of the cost to the City and the nature of the violation. The fine schedule shall be approved by Resolution and a proposed Resolution is attached for Council's review.

Budget: The program will be administered with existing staff and accordingly, there will be no direct budget impact of the administrative citation process.

Action Requested/Recommendation: Hold a public hearing, consider final passage and final publication of proposed Ordinance and adopt the proposed Resolution establishing a fine schedule.

Attachments:

- **Proposed Ordinance**

- **Proposed Resolution**

Background Information:

Certain violations of the City's Code affect the livability of neighborhoods and the quality of life of our citizens. Code Enforcement Staff currently relies on working with violators toward voluntary compliance. If a violation is not remedied a violator receives a summons into Municipal Court. The Judge then decides what fines, if any, are applied. Often this process is time consuming and the violation(s) continues for long periods of time.

Many communities have adopted an administrative citation process that imposes administrative penalties for certain types of violations. An administrative process decriminalizes the violations, which means that rather than writing a summons into court, Code Enforcement Officers would cite a violator with an established fine.

A person served with an Administrative Citation would have the option of appealing the citation to court. Abatement procedures would require notice and an abatement order from the Municipal Court. The City would always have the option of issuing a summons into Municipal Court for flagrant violations/repeat offenders.

The penalties proposed are geared toward achieving compliance with an escalating fine schedule of \$150.00 for the first violation, \$300.00 for the second violation, \$400.00 for the third violation and \$750.00 for the fourth violation or any subsequent violations. The escalating fine schedule would apply to violations on one property within an 18-month timeframe.

Although Administrative Citations are becoming more commonplace in communities, it is relatively new in Colorado. Four cities in Colorado use Administrative Citations. The City of Denver has had a process in place since 2005 and is showing increased success. Fort Collins and Westminster instituted Administrative Citation programs in the past year and are reporting good results.

The City of Wheatridge has a program underway. The Code Enforcement Supervisor reports their efficiency and compliance has significantly increased. Data collected in 2007 shows a steady decrease in the number of administrative citations issued, indicating an increase in compliance after the initial Notice of Violation.

Grand Junction's growth has made obtaining compliance more difficult and we are spending more time looking for absentee owners and tenants unavailable during business hours. In 2007, we had 1,789 Code Enforcement cases, ranging from junk and rubbish to storage of RVs to signs. Out of those cases, 51 summons to Municipal Court were issued. Issuing a Summons is a last resort because it typically delays

compliance considerably. The Administrative Citation will be a useful tool to gain compliance sooner and serve as a deterrent to repeat offenders.

Our current steps for Code violations are:

- Voluntary Compliance letter
- Notice of Violation
- Summons into Municipal Court

Proposed steps with the Administrative Citation process:

- Voluntary Compliance letter
- Notice of Violation
- Administrative Citation
- Summons into Municipal Court (if necessary)

CITY OF GRAND JUNCTION

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 OF THE CITY CODE OF ORDINANCES TO INCLUDE A NEW ARTICLE VI, ADDING AN ADMINISTRATIVE ENFORCEMENT PROCESS TO ADDRESS VIOLATIONS OF THE CITY CODE

AND

AMENDING CHAPTER 16, ARTICLE III, SECTION 16.60 TO PROVIDE THAT A NOTICE OF VIOLATION ISSUED PURSUANT TO CHAPTER 2, ARTICLE VI, SHALL ALSO CONSTITUTE A NOTICE TO ABATE A NUISANCE

AND

AMENDING CHAPTER 16, ARTICLE VII, SECTION 16-141 AND SECTION 16-144 TO REVISE DEFINITIONS AND ENFORCEMENT OF THE STORMWATER MANAGEMENT PROGRAM

RECITALS:

The City Council finds that the violation of certain provisions of the City's Code ("Code") affects the livability of the City's neighborhoods and that residential, commercial and industrial neighborhoods in the City all experience problems with such violations; and

The City Council desires compliance with ordinances that affect the quality of life in the City and expects those who violate those ordinances to bear the cost of enforcement; and

The City Council believes that increased enforcement of these ordinances would benefit all City residents and businesses; and

The City Council finds that there is a need for an alternative method of enforcement for certain specified violations of the Code; and

The City Council further finds that an appropriate method of enforcement for such violations is an administration citation program which imposes administrative penalties for certain violations of the Code; and

The City Council further finds that certain amendments should be made to the Code to accommodate the administrative citation program; and

The City Council therefore does amend Chapter 2 of the Code to include a new Article VI to allow for the administrative enforcement of the Code, amends Section 16-60 of the Code to provide that a notice of violation served pursuant to the administrative enforcement article shall constitute service of a notice to abate, and amends Chapter 16, Article VII, Sections 16-141 and 16-144 to revise definitions and enforcement of the stormwater management program.

New text is shown in ALL CAPS; deletions are shown as ~~strike~~throughs.

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

1. Chapter 2 of the Grand Junction Code of Ordinances, is hereby amended by adding a new Article VI, Administrative Enforcement, as follows:

ARTICLE VI. ADMINISTRATIVE ENFORCEMENT

SEC. 2-80. PURPOSE; SCOPE.

THE PURPOSE OF THIS ARTICLE IS TO ENCOURAGE PROMPT COMPLIANCE WITH THIS CODE AND PAYMENT OF PENALTIES FOR VIOLATIONS THEREOF. THIS ARTICLE PROVIDES FOR ADMINISTRATIVE PENALTIES THAT MAY BE IMPOSED FOR VIOLATION OF THE FOLLOWING PORTIONS OF THIS CODE: CHAPTER 6, ANIMALS; CHAPTER 16, ENVIRONMENT; CHAPTER 24, OFFENSES; CHAPTER 30, SOLID WASTE; CHAPTER 32, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; CHAPTER 34, SECTION 34-107 REGARDING YARD SALES; CHAPTER 40, VEGETATION, AND CHAPTER 33, THE ZONING AND DEVELOPMENT CODE (TO INCLUDE THE TEDS AND SWMM MANUALS).

SEC. 2-81. DEFINITIONS.

FOR THE PURPOSES OF THIS ARTICLE THE FOLLOWING TERMS SHALL HAVE THE MEANINGS STATED BELOW.

ADMINISTRATIVE HEARING OFFICER OR AO MEANS THE PERSON WITH EXCLUSIVE AUTHORITY TO HEAR APPEALS FROM ADMINISTRATIVE CITATIONS ISSUED UNDER THIS ARTICLE. THE AO MAY BE A MUNICIPAL COURT JUDGE.

APPLICABLE SECTIONS MEANS THOSE SECTIONS IN THE MUNICIPAL CODE CONTAINED WITHIN THE CHAPTERS STATED IN SECTION 2-80.

CODE ENFORCEMENT OFFICER OR CEO SHALL MEAN THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE, PROPERTY INSPECTOR OR ANY OTHER CITY OFFICIAL OR EMPLOYEE CHARGED WITH ENFORCING THE PROVISIONS OF THIS ARTICLE.

CITY MANAGER SHALL MEAN THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE.

MUNICIPAL COURT MEANS THE MUNICIPAL COURT FOR THE CITY OF GRAND JUNCTION, COLORADO.

NOTICE OF VIOLATION MEANS A FORMAL WRITTEN NOTICE DELIVERED, EITHER BY HAND DELIVERY, CERTIFIED MAIL OR POSTED ON THE SUBJECT PROPERTY, TO A PERSON OR ENTITY WHO HAS VIOLATED ANY CODE SECTION(S) REFERENCED IN SECTION 2-80. THE NOTICE SHALL CONTAIN EITHER THE PARCEL NUMBER OR ADDRESS, NAME OR ENTITY TO WHOM THE NOTICE IS BEING DELIVERED, SECTION(S) OF THE CODE ALLEGEDLY BEING VIOLATED, A TIME FRAME IN WHICH TO CORRECT THE VIOLATION AND INFORMATION REGARDING REMEDIES THE CITY MAY TAKE TO ACHIEVE COMPLIANCE.

RESPONSIBLE PARTY SHALL MEAN A PERSON OR ENTITY WHO HAS VIOLATED THIS CODE OR, IN THE CASE OF PROPERTY SUBJECT TO AN ADMINISTRATIVE CITATION UNDER THIS ARTICLE, WHO HAS POSSESSION OR CONTROL OF ANY REAL PROPERTY OR PREMISES, WHETHER AS OWNER, OCCUPANT OR TENANT, OR IN THE CASE OF A MOTOR VEHICLE, AS OWNER OR OPERATOR OF THE SAME.

SEC. 2-82. AUTHORITY.

(A) ANY RESPONSIBLE PARTY VIOLATING APPLICABLE SECTIONS OF THIS CODE MAY BE ISSUED AN ADMINISTRATIVE CITATION BY A CEO AS PROVIDED IN THIS ARTICLE.

(B) NOTWITHSTANDING ANY OTHER PROVISION OF THIS CODE, RESPONSIBLE PARTIES CITED UNDER THE PROVISIONS OF THIS ARTICLE SHALL HAVE ONLY THE APPEAL RIGHTS GRANTED HEREIN.

(C) ADMINISTRATIVE CITATIONS SHALL BE ISSUED ONLY AFTER THE RESPONSIBLE PARTY HAS RECEIVED A NOTICE OF VIOLATION AND HAS BEEN GIVEN TIME TO COMPLY AS STATED IN THE NOTICE OF VIOLATION.

(D) EACH DAY A VIOLATION EXISTS OR CONTINUES SHALL CONSTITUTE A SEPARATE AND DISTINCT OFFENSE FOR WHICH A SEPARATE ADMINISTRATIVE CITATION MAY BE ISSUED; HOWEVER, ONCE AN ADMINISTRATIVE CITATION HAS

BEEN ISSUED FOR A VIOLATION OR VIOLATIONS, NO ADDITIONAL ADMINISTRATIVE CITATION SHALL BE ISSUED FOR THE SAME VIOLATION(S) FOR TEN (10) DAYS OR, IF THE RESPONSIBLE PARTY APPEALS, UNTIL AFTER THE APPEAL HAS BEEN HEARD AND THE RESPONSIBLE PARTY HAS NOT COMPLIED WITH AN ORDER OF THE AO WITHIN TEN (10) DAYS OF ITS ISSUANCE OR SUCH OTHER TIME AS THE AO HAS SPECIFIED.

(E) A FINE ASSESSED BY MEANS OF AN ADMINISTRATIVE CITATION ISSUED BY THE CEO SHALL BE PAYABLE DIRECTLY TO THE CITY, AND IF NOT TIMELY PAID, SHALL BE COLLECTED IN ACCORDANCE WITH THE PROCEDURES SPECIFIED IN THIS ARTICLE.

(F) ENFORCEMENT ACTIONS FOR VIOLATIONS OF APPLICABLE CODE SECTIONS ARE INTENDED TO BE ALTERNATIVE IN NATURE. THE CITY MAY PURSUE A CIVIL, CRIMINAL OR ADMINISTRATIVE ACTION, AS DEEMED NECESSARY BY THE CITY, AGAINST A RESPONSIBLE PARTY, BUT ONCE AN ACTION IS COMMENCED ALL REMEDIES MUST BE PURSUED IN THAT VENUE, UNLESS THE CITY CHOOSES TO PURSUE AN ALTERNATIVE ACTION UPON STAYING THE ORIGINAL ACTION. NOTHING IN THIS ARTICLE SHALL PRECLUDE A CEO, IN HIS/HER SOLE DISCRETION, FROM IMMEDIATELY ISSUING A SUMMONS TO COURT AND/OR A CEASE AND DESIST ORDER, FOR ANY ALLEGED VIOLATION.

SEC. 2-83. NOTICE OF VIOLATION.

(A) UPON BECOMING AWARE OF A VIOLATION OF THE CODE, A CEO MAY ISSUE A NOTICE OF VIOLATION TO THE RESPONSIBLE PARTY. THE NOTICE SHALL STATE THE DATE AND LOCATION OF THE VIOLATION, THE APPROXIMATE TIME THE VIOLATION WAS OBSERVED AND IDENTIFYING, WHEN APPLICABLE, THE PROPERTY IN VIOLATION BY ADDRESS, LEGAL DESCRIPTION OR PARCEL NUMBER. THE NOTICE SHALL REFER TO THE APPLICABLE CODE SECTION VIOLATED, DESCRIBE THE VIOLATION AND DESCRIBE THE ACTION REQUIRED TO CORRECT THE VIOLATION. THE NOTICE SHALL REQUIRE THE RESPONSIBLE PARTY TO CORRECT THE VIOLATION WITHIN TEN (10) DAYS, AND SHALL EXPLAIN THE CONSEQUENCES OF FAILURE TO CORRECT SAID VIOLATION(S), INCLUDING THE ISSUANCE OF AN ADMINISTRATIVE

CITATION. THE TERMS OF ANY CEASE AND DESIST ORDER SHALL SEPARATELY STATE THE TERMS OF THAT ORDER.

(B) SERVICE OF A NOTICE OF A VIOLATION ON THE RESPONSIBLE PARTY SHALL BE BY ANY OF THE FOLLOWING MEANS:

(1) TO THE RESPONSIBLE PARTY AT THE SITE OF THE VIOLATION(S) OR AT ANY OTHER LOCATION BY PERSONALLY DELIVERING A COPY OF THE NOTICE OF VIOLATION TO THE RESPONSIBLE PARTY; OR

(2) A COPY OF THE NOTICE MAY BE MAILED BY FIRST CLASS MAIL TO THE LAST KNOWN ADDRESS OF THE RESPONSIBLE PARTY AS THE SAME IS REFLECTED IN THE CITY OR COUNTY RECORDS; OR

(3) A COPY OF THE NOTICE OF VIOLATION MAY BE POSTED IN A CONSPICUOUS PLACE ON PREMISES. THE CEO SHALL PHOTOGRAPH THE POSTING WITH A CAMERA SHOWING THE DATE AND TIME OF THE POSTING. THE PHOTOGRAPH SHOWING THE POSTING SHALL BE MAINTAINED BY THE CEO DURING THE PROCEEDING.

SEC. 2-84. ADMINISTRATIVE CITATION.

(A) IF THE RESPONSIBLE PARTY HAS FAILED TO CORRECT THE VIOLATION(S) NOTED IN THE NOTICE OF VIOLATION WITHIN THE TIME PROVIDED ON SUCH NOTICE, A CEO MAY ISSUE AN ADMINISTRATIVE CITATION TO THE RESPONSIBLE PARTY ON A FORM APPROVED BY THE CITY ATTORNEY.

(B) THE CEO MAY REQUIRE THAT THE RESPONSIBLE PARTY PROVIDE EVIDENCE OF THE RESPONSIBLE PARTY'S IDENTITY AND RESIDENTIAL AND/OR WORKING ADDRESS.

(C) THE CEO SHALL REASONABLY ATTEMPT TO ISSUE THE ADMINISTRATIVE CITATION TO THE RESPONSIBLE PARTY AT THE SITE OF ANY VIOLATION(S). THE CEO MAY ISSUE THE ADMINISTRATIVE CITATION TO THE RESPONSIBLE PARTY BY THE METHODS DESCRIBED IN SUBSECTION 2-83(B), ABOVE.

(D) THE CEO SHALL ATTEMPT TO OBTAIN THE SIGNATURE OF THE PERSON RECEIVING THE ADMINISTRATIVE CITATION ON THE CITATION. IF THAT PERSON

REFUSES OR FAILS TO SIGN THE ADMINISTRATIVE CITATION, THE FAILURE OR REFUSAL TO SIGN SHALL NOT AFFECT THE VALIDITY OF THE CITATION AND SUBSEQUENT PROCEEDINGS.

(E) NOTICE SHALL BE DEEMED SERVED ON THE EARLIEST OF: (I) THE DATE OF RECEIPT BY THE RESPONSIBLE PARTY, IF PERSONALLY SERVED; (II) THE SECOND DAY AFTER THE MAILING OF THE ADMINISTRATIVE CITATION; OR (III) THE DATE THE ADMINISTRATIVE CITATION WAS POSTED.

SEC. 2-85. CONTENTS OF ADMINISTRATIVE CITATION.

(A) THE ADMINISTRATIVE CITATION SHALL STATE THE LOCATION OF THE VIOLATION(S) AND THE DATE AND APPROXIMATE TIME THE VIOLATION(S) WAS OBSERVED. WHERE APPLICABLE, THE ADMINISTRATIVE CITATION SHALL IDENTIFY THE PROPERTY IN VIOLATION BY ADDRESS OR LEGAL DESCRIPTION.

(B) THE ADMINISTRATIVE CITATION SHALL REFER TO THE APPLICABLE CODE SECTION(S) VIOLATED AND DESCRIBE THE VIOLATION(S).

(C) THE ADMINISTRATIVE CITATION SHALL DESCRIBE THE ACTION REQUIRED TO CORRECT THE VIOLATION(S).

(D) THE ADMINISTRATIVE CITATION SHALL: 1) REQUIRE THE RESPONSIBLE PARTY TO CORRECT THE VIOLATION(S) IMMEDIATELY, 2) PROVIDE A DATE FOR REINSPECTION BY THE CEO, AND 3) SHALL EXPLAIN THE CONSEQUENCES OF FAILURE TO CORRECT SAID VIOLATION(S), TO INCLUDE IMMEDIATE ABATEMENT IF NECESSARY TO PROTECT THE PUBLIC'S HEALTH AND/OR SAFETY.

(E) THE ADMINISTRATIVE CITATION SHALL STATE THE AMOUNT OF FINE IMPOSED FOR THE VIOLATION(S).

(F) THE ADMINISTRATIVE CITATION SHALL EXPLAIN HOW THE FINE SHALL BE PAID, THE TIME PERIOD BY WHICH IT SHALL BE PAID AND THE CONSEQUENCES OF FAILURE TO PAY THE FINE.

(G) THE ADMINISTRATIVE CITATION SHALL BRIEFLY STATE THE PROCESS FOR APPEALING THE ADMINISTRATIVE CITATION.

(H) THE ADMINISTRATIVE CITATION SHALL CONTAIN THE SIGNATURE OF THE CEO AND THE SIGNATURE OF THE RESPONSIBLE PARTY IF IT CAN BE OBTAINED.

SEC. 2-86. APPEAL OF ADMINISTRATIVE CITATION.

(A) A PERSON SERVED WITH AN ADMINISTRATIVE CITATION MAY FILE A NOTICE OF APPEAL WITHIN FIVE (5) CALENDAR DAYS AFTER THE SERVICE OF THE ADMINISTRATIVE CITATION. STRICT COMPLIANCE WITH THE FIVE (5) DAY NOTICE SHALL BE A JURISDICTIONAL PREREQUISITE TO ANY APPEAL BROUGHT UNDER THIS ARTICLE, AND FAILURE TO COMPLY SHALL BAR ANY APPEAL.

(B) THE NOTICE OF APPEAL SHALL BE MADE IN WRITING AND SHALL BE FILED WITH THE MUNICIPAL COURT IN PERSON, BY FACSIMILE TRANSMISSION OR BY MAIL. REGARDLESS OF THE MANNER OF FILING SUCH APPEAL, THE NOTICE OF APPEAL MUST BE FILED WITH THE MUNICIPAL COURT WITHIN FIVE (5) CALENDAR DAYS FROM THE DATE THE ADMINISTRATIVE CITATION WAS SERVED.

(C) AS SOON AS PRACTICABLE AFTER RECEIVING THE WRITTEN NOTICE OF APPEAL, THE MUNICIPAL COURT SHALL ASSIGN AN AO WHO SHALL SCHEDULE A DATE, TIME AND LOCATION FOR THE HEARING.

(D) WRITTEN NOTICE OF THE DATE, TIME AND LOCATION OF THE HEARING SHALL BE PERSONALLY SERVED UPON OR SENT BY FIRST CLASS MAIL TO THE RESPONSIBLE PARTY AT LEAST TEN (10) CALENDAR DAYS PRIOR TO THE DATE OF THE HEARING. THE HEARING SHALL BE HELD NO MORE THAN TWENTY-ONE (21) DAYS AFTER THE DATE UPON WHICH THE ADMINISTRATIVE CITATION WAS ISSUED.

(E) IN COMPUTING THE DAY A NOTICE OF APPEAL MUST BE FILED OR THE DAY BY WHICH A HEARING MUST BE HELD, THE FIRST DAY IS EXCLUDED AND THE LAST DAY IS INCLUDED. IF THE LAST DAY OF ANY PERIOD IS A SATURDAY, SUNDAY OR LEGAL HOLIDAY, THE PERIOD IS EXTENDED TO THE FIRST DAY THEREAFTER WHICH IS NOT A SATURDAY, SUNDAY OR LEGAL HOLIDAY.

SEC. 2-87. ADMINISTRATIVE HEARING OFFICERS.

(A) THE ADMINISTRATIVE HEARING OFFICER MUST BE AN ATTORNEY LICENSED TO PRACTICE LAW IN THE STATE OF COLORADO WITH A MINIMUM OF THREE (3) YEARS OF EXPERIENCE.

(B) ANY PERSON DESIGNATED TO SERVE AS AN AO IS SUBJECT TO DISQUALIFICATION FOR BIAS, PREJUDICE, INTEREST OR FOR ANY OTHER REASON FOR WHICH A JUDGE MAY BE DISQUALIFIED IN A COURT OF LAW.

SEC. 2-88. ADMINISTRATIVE APPEALS.

(A) ADMINISTRATIVE APPEALS ARE INTENDED TO BE LESS FORMAL; SPECIFICALLY FORMAL RULES OF EVIDENCE AND DISCOVERY DO NOT APPLY. THE PROCEDURE AND FORMAT OF THE ADMINISTRATIVE HEARING SHALL FOLLOW THE PROCEDURES PROVIDED IN THIS SECTION.

(B) THE PARTIES TO AN ADMINISTRATIVE APPEAL SHALL BE THE RESPONSIBLE PARTY AND THE CITY, BY AND THROUGH THE CEO AND CITY ATTORNEY. PARTIES MAY BE REPRESENTED BY LEGAL COUNSEL. EACH PARTY MAY CALL AND QUESTION WITNESSES, CROSS-EXAMINE WITNESSES AND PRESENT EVIDENCE.

(C) THE AO, AT THE REQUEST OF ANY PARTY TO THE HEARING, MAY SUBPOENA WITNESSES, DOCUMENTS AND OTHER EVIDENCE WHERE THE ATTENDANCE OF THE WITNESS OR THE ADMISSION OF EVIDENCE IS DEEMED NECESSARY TO DECIDE THE ISSUES AT THE HEARING. ALL COSTS RELATED TO THE SUBPOENA, INCLUDING WITNESS AND MILEAGE FEES, SHALL BE BORNE BY THE PARTY REQUESTING THE SUBPOENA. THE FORM OF, AND THE PROCESS FOR ISSUING, SUBPOENAS SHALL BE THE SAME AS IN THE MUNICIPAL COURT.

(D) THE AO, AN ATTORNEY FOR THE RESPONSIBLE PARTY, AND/OR THE CITY ATTORNEY SHALL HAVE THE POWER TO CALL AND QUESTION WITNESSES; THE AO SHALL REVIEW AND RULE ON THE RELEVANCY OF DOCUMENTARY OR OTHER TANGIBLE EVIDENCE AND RULE ON EVIDENTIARY QUESTIONS.

(E) THE ONLY ISSUE TO BE DECIDED BY THE AO IS WHETHER THE CEO EXCEEDED HIS/HER AUTHORITY IN ISSUING THE ADMINISTRATIVE CITATION. THE CITY BEARS THE BURDEN OF PROOF TO ESTABLISH THE EXISTENCE OF A VIOLATION

OF THE CODE. IN THE CASE OF A NUISANCE ABATEMENT HEARING, THE CITY BEARS THE BURDEN OF PROOF TO ESTABLISH THE EXISTENCE OF A NUISANCE. THE CITY'S MEETING OF THIS BURDEN OF PROOF SHALL CONSTITUTE PRIMA FACIE EVIDENCE THAT THE CEO DID NOT EXCEED HIS/HER AUTHORITY. THE APPELLANT SHALL HAVE THE BURDEN OF REBUTTING SUCH EVIDENCE.

(F) THE STANDARD OF PROOF REQUIRED IN AN ADMINISTRATIVE APPEAL IS A PREPONDERANCE OF THE EVIDENCE.

(G) COPIES, PHOTOGRAPHS AND PHOTOCOPIES, IF DETERMINED TO BE REASONABLY RELIABLE, MAY BE ADMITTED INTO EVIDENCE OR SUBSTITUTED IN EVIDENCE IN PLACE OF ORIGINAL DOCUMENTS.

(H) HEARINGS SHALL BE RECORDED BY ELECTRONIC MEANS AND TRANSCRIPTS OF SUCH RECORDINGS SHALL BE MADE AT THE EXPENSE OF THE PARTY REQUESTING THE TRANSCRIPT.

(I) WHENEVER IT APPEARS THAT A PETITION IS NOT FILED WITHIN THE TIME PERMITTED BY THE PARTICULAR LAW OR ORDINANCE INVOLVED, OR THAT THE AO FOR SOME OTHER REASON LACKS JURISDICTION, THE CASE MAY BE DISMISSED ON THE MOTION OF ANY PARTY OR ON THE AO'S OWN MOTION.

(J) THE DECISION OF THE AO SHALL BE KNOWN AS AN ADMINISTRATIVE ENFORCEMENT ORDER.

(K) THE AO MAY UPHOLD THE ADMINISTRATIVE CITATION AND ALL PENALTIES OR DISMISS THE ADMINISTRATIVE CITATION AND ALL PENALTIES OR MAY WAIVE OR CONDITIONALLY REDUCE THE PENALTIES ASSESSED BY THE ADMINISTRATIVE CITATION. THE AO MAY ALSO IMPOSE CONDITIONS AND DEADLINES TO CORRECT THE VIOLATIONS OR REQUIRE PAYMENT OF ANY OUTSTANDING PENALTIES.

(L) IN THE EVENT THAT THE AO DOES NOT DISMISS THE ADMINISTRATIVE CITATION, THE AO SHALL ASSESS REASONABLE ADMINISTRATIVE COSTS OF NOT LESS THAN ONE HUNDRED DOLLARS (\$100.00), BUT NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00).

(M) THE ADMINISTRATIVE ENFORCEMENT ORDER SHALL BECOME FINAL ON THE DATE OF MAILING THE ORDER TO THE RESPONSIBLE PARTY. A COPY OF THE ORDER SHALL BE PROVIDED TO THE CITY.

SEC. 2-89. FAILURE TO OBEY SUBPOENA.

IT IS UNLAWFUL FOR ANY PERSON TO REFUSE TO OBEY A SUBPOENA ISSUED BY AN AO. FAILURE TO OBEY A SUBPOENA CONSTITUTES CONTEMPT AND MAY BE CRIMINALLY PROSECUTED AND HAVE PENALTIES IMPOSED IN THE SAME MANNER AS VIOLATION OF A MUNICIPAL COURT SUBPOENA.

SEC. 2-90. FAILURE TO ATTEND ADMINISTRATIVE APPEAL.

ANY RESPONSIBLE PARTY WHO FAILS TO APPEAR AT THE HEARING IS DEEMED TO WAIVE THE RIGHT TO A HEARING AND THE ADJUDICATION OF THE ISSUES RELATED TO THE HEARING, PROVIDED THAT PROPER NOTICE OF THE HEARING HAS BEEN PROVIDED.

SEC. 2-91. FAILURE TO COMPLY WITH ADMINISTRATIVE ENFORCEMENT ORDER.

IT IS UNLAWFUL FOR A RESPONSIBLE PARTY WHO HAS BEEN SERVED WITH A COPY OF THE FINAL ADMINISTRATIVE ENFORCEMENT ORDER TO FAIL TO COMPLY WITH THE ORDER. FAILURE TO COMPLY WITH A FINAL ADMINISTRATIVE ENFORCEMENT ORDER MAY BE CRIMINALLY PROSECUTED AND HAVE PENALTIES IMPOSED.

SEC. 2-92. PENALTIES ASSESSED.

(A) THE CITY MANAGER SHALL DEVELOP A FINE SCHEDULE BASED UPON THE CITY MANAGER'S ASSESSMENT OF THE COST TO THE CITY FOR ENFORCING THE PROVISIONS OF THIS ARTICLE. SUCH SCHEDULE SHALL BE APPROVED BY THE CITY COUNCIL. THE SCHEDULE OF FINES SHALL BE GRADUATED IN AMOUNT, WITH THE SMALLEST FINE BEING ASSESSED FOR THE FIRST ADMINISTRATIVE CITATION AND INCREASINGLY LARGER FINES FOR SECOND, THIRD AND SUBSEQUENT ADMINISTRATIVE CITATIONS. NO SINGLE FINE ASSESSED FOR AN ADMINISTRATIVE

CITATION SHALL EXCEED ONE THOUSAND DOLLARS (\$1,000.00). THE SCHEDULE OF FINES SHALL BE AMENDED NO MORE THAN ONCE PER YEAR.

(B) PAYMENT OF THE FINE SHALL NOT EXCUSE THE FAILURE TO CORRECT THE VIOLATION(S) NOR SHALL IT BAR FURTHER ENFORCEMENT ACTION BY THE CITY.

(C) ALL FINES ASSESSED SHALL BE PAYABLE TO THE CITY OF GRAND JUNCTION.

SEC. 2-93. FAILURE TO PAY FINES.

(A) THE FAILURE OF ANY RESPONSIBLE PARTY TO PAY THE FINES ASSESSED BY AN ADMINISTRATIVE CITATION WITHIN THE TIME SPECIFIED ON THE CITATION OR ADMINISTRATIVE ENFORCEMENT ORDER, IF AN ADMINISTRATIVE HEARING IS HELD, MAY RESULT IN THE IMPOSITION OF A LATE FEE OF FIFTY DOLLARS (\$50.00), A TWENTY PERCENT (20%) CHARGE TO DEFRAY THE COST OF COLLECTION, AND INTEREST AT A RATE OF EIGHT PERCENT (8%) PER ANNUM ON ALL UNPAID AMOUNTS.

(B) IN THE EVENT OF FAILURE TO PAY ALL FINES ASSESSED, THE CITY MANAGER MAY REFER THE MATTER TO THE CITY ATTORNEY FOR COLLECTION.

(C) IN THE CASE OF DELINQUENT CHARGES, ASSESSMENTS OR TAXES, INCLUDING FINES AND THE COSTS OF NUISANCE ABATEMENT, THE CITY MANAGER SHALL, PURSUANT TO C.R.S. § 31-20-105, CERTIFY THE SAME TO THE TREASURER OF MESA COUNTY TO BE COLLECTED AND PAID OVER BY THE TREASURER OF THE COUNTY IN THE SAME MANNER AS TAXES ARE COLLECTED.

(D) AN ACTION OR OTHER PROCESS PROVIDED BY LAW MAY BE MAINTAINED BY THE CITY ATTORNEY TO RECOVER OR COLLECT ANY AMOUNTS, INCLUDING LATE FEES, INTERESTS, AND ADMINISTRATIVE COSTS, OWING UNDER THIS ARTICLE.

2. Chapter 16, Section 16-60, is also hereby amended as follows:

Sec. 16-60. Notice and abatement procedures.

~~It shall be the duty of the county health department or the City Manager, or his authorized agent, to serve notice upon the owner, occupant, agent or person in possession, charge or control of any lot, building or premises in or upon which any nuisance may be found~~

~~or who may be the cause or owner of such nuisance, requiring them to abate such nuisance in such manner as he shall prescribe within a reasonable time.~~

~~(1) The notice may be given or served by any officer directed to give or make such notice.~~

~~(2) If the person so notified shall neglect or refuse to comply with the requirements of such an order by abating the nuisance within the time specified such person shall be guilty of a misdemeanor.~~

~~(3) It shall be the duty of the City Manager, his agent or the county health department to proceed at once, upon the expiration of the time specified in such notice, to cause such nuisance to be abated; provided, that whenever the owner, agent or person in possession, charge or control of the premises in or upon which any nuisance may be found is unknown or cannot be found, the City Manager, his agent or the county health department shall proceed to abate such nuisance without notice.~~

~~(4) In either case, the expense of such abatement shall be collected from the person who created, continued or suffered such nuisance to exist.~~

(A) **NOTICE TO ABATE.** UPON THE DISCOVERY OF ANY NUISANCE ON PUBLIC OR PRIVATE PROPERTY IN THE CITY, THE CITY MANAGER MAY, IN THE EXERCISE OF HIS OR HER DISCRETION, NOTIFY THE RESPONSIBLE PARTY IN WRITING, REQUIRING THE RESPONSIBLE PARTY TO REMOVE AND ABATE FROM THE PROPERTY THE THING OR THINGS THEREIN DESCRIBED AS A NUISANCE. SERVICE OF A NOTICE OF VIOLATION BY A CEO PURSUANT TO SECTION 2-83 OF THIS CODE SHALL BE CONSIDERED SERVICE OF A NOTICE TO ABATE AND THE CITY MAY BEGIN THE ABATEMENT PROCESS WITH THE APPLICATION FOR ABATEMENT ORDER. FOR ANY NUISANCE WHICH DOES NOT THREATEN IMMINENT DANGER OF DAMAGE OR INJURY, AND FOR WHICH A DISCRETIONARY NOTICE TO ABATE HAS BEEN ISSUED, THE REASONABLE TIME FOR ABATEMENT SHALL NOT EXCEED SEVEN (7) DAYS UNLESS IT APPEARS FROM THE FACTS AND CIRCUMSTANCES THAT COMPLIANCE COULD NOT REASONABLY BE MADE WITHIN SEVEN (7) DAYS OR THAT A GOOD FAITH ATTEMPT AT COMPLIANCE IS BEING MADE.

SERVICE OF NOTICE. IF WRITTEN NOTICE TO ABATE IS GIVEN, IT SHALL BE SERVED BY:

(1) PERSONALLY DELIVERING A COPY OF THE NOTICE TO THE RESPONSIBLE PARTY DESCRIBED IN THE NOTICE IF THE RESPONSIBLE PARTY ALSO RESIDES AT THE PROPERTY; OR

(2) MAILING A COPY OF THE NOTICE BY FIRST CLASS OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE LAST KNOWN ADDRESS OF THE RESPONSIBLE PARTY AS REFLECTED IN THE CITY AND/OR COUNTY REAL ESTATE OR OTHER RECORDS; OR

(3). POSTING A COPY OF THE NOTICE IN A CONSPICUOUS PLACE AT THE PREMISES.

(B) *ABATEMENT ORDER*: UPON THE EXPIRATION OF THE PERIOD OF NOTICE, OR AT ANY TIME THEREAFTER, IF THE NUISANCE HAS NOT BEEN ABATED ON THE PROPERTY DESCRIBED IN SUCH NOTICE, THE CITY MAY APPLY TO THE MUNICIPAL COURT FOR AN ABATEMENT ORDER, AS FOLLOWS:

(1) THE APPLICATION SHALL BE ACCOMPANIED BY AN AFFIDAVIT AFFIRMING THAT THE CITY HAS COMPLIED WITH THE NOTICE REQUIREMENTS OF SUBSECTION (A) AND THAT THE OWNER HAS FAILED TO ABATE THE IDENTIFIED NUISANCE UPON THE PROPERTY.

(2) THE CITY SHALL GIVE NOTICE TO THE RESPONSIBLE PARTY OF ITS APPLICATION FOR THE ABATEMENT OF ORDER IN THE SAME MANNER AS PROVIDED ABOVE FOR SERVICE OF THE ORIGINAL NOTICE.

(3) THE NOTICE OF APPLICATION FOR AN ABATEMENT ORDER SHALL INCLUDE A COPY OF THE CITY'S APPLICATION AND ITS AFFIDAVIT IN SUPPORT THEREOF, AS WELL AS THE TIME, DATE, AND PLACE AT WHICH THE CITY WILL APPEAR BEFORE THE MUNICIPAL COURT TO REQUEST ENTRY OF THE ABATEMENT ORDER.

(4) AT THE STATED TIME, DATE, AND PLACE, THE MUNICIPAL COURT JUDGE SHALL REVIEW THE APPLICATION FOR ADMINISTRATIVE ABATEMENT ORDER, THE AFFIDAVIT, ANY STATEMENT OF THE CITY IN SUPPORT THEREOF, AS WELL AS ANY STATEMENT AND EVIDENCE PRESENTED BY THE RESPONSIBLE PARTY, IF PRESENT.

(5) THEREAFTER, THE MUNICIPAL COURT IS AUTHORIZED TO ENTER AN ORDER PERMITTING THE CITY TO ENTER UPON SUCH PROPERTY, ABATE THE SAME AND RECOVER ITS COSTS.

(C) *ABATEMENT WITHOUT NOTICE OR COURT ORDER.* ANY NUISANCE LOCATED OR FOUND IN OR UPON ANY STREET, AVENUE, ALLEY, PUBLIC SIDEWALK, HIGHWAY, PUBLIC RIGHT-OF-WAY, PUBLIC GROUNDS, PARK, RECREATION FACILITY, OR PUBLIC PROPERTY IN THE CITY MAY BE ABATED WITHOUT NOTICE.

3. Chapter 16, Article III, new Sections 16-61 to 16-65 are added as follows:

SEC. 16-61. EMERGENCY ABATEMENT.

IF IN THE JUDGMENT OF THE CEO A NUISANCE IS A CAUSE OF IMMINENT DANGER TO THE PUBLIC HEALTH, SAFETY OR WELFARE, ANY SUCH NUISANCE MAY BE SUMMARILY ABATED BY THE CITY, AND COSTS OF ABATEMENT SHALL BE CHARGED AND RECOVERED AS PROVIDED BY SECTION 16-63.

SEC. 16-62. VIOLATIONS AND PENALTY.

(A) ANY PERSON VIOLATING ANY PROVISION OF THIS ARTICLE SHALL BE SUBJECT TO THE PENALTIES SET FORTH IN SECTION 2-92 OF THIS CODE; PROVIDED, HOWEVER THAT NOTHING CONTAINED IN THIS SECTION OR SECTION 2-92 SHALL IMPAIR THE ABILITY OF THE CITY TO ENFORCE THE OTHER REMEDIAL PROVISIONS PROVIDED IN THIS ARTICLE.

(B) ANY RESPONSIBLE PARTY VIOLATING ANY PROVISION OF THIS ARTICLE SHALL BE GUILTY OF A MISDEMEANOR AND, UPON CONVICTION, SHALL BE SUBJECT TO FINES SET FORTH IN ACCORDANCE WITH SECTION 2-92 OF THIS CODE.

(C) IN LEVYING AND IMPOSING FINES UPON CONVICTION OF ANY OF THE VIOLATION(S) SPECIFIED IN THE CODE, THE COURT SHALL HAVE NO AUTHORITY TO REDUCE OR SUSPEND ALL OR ANY PORTION OF THE FINES, IT BEING THE EXPRESSED INTENT OF THE CITY COUNCIL THAT THE FINES SPECIFIED IN THE FINE SCHEDULE BE STRICTLY ADHERED TO.

(D) AS A PORTION OF ANY JUDGMENT, FINE OR ASSESSMENT LEVIED UPON CONVICTION OF A VIOLATION OF THIS CODE, THE COURT SHALL ORDER THAT THE VIOLATION BE ABATED WITHIN A TIME ESTABLISHED BY THE COURT, BUT IN NO EVENT TO EXCEED THIRTY (30) DAYS FROM THE DATE OF CONVICTION. FAILURE TO ABATE WITHIN THE TIME SO ORDERED MAY CONSTITUTE CONTEMPT OF COURT, AND

SHALL BE PUNISHABLE AS SUCH. THE ORDER SHALL ALSO PROVIDE THAT, IN THE EVENT THE DEFENDANT HAS NOT ABATED THE NUISANCE WITHIN THIRTY (30) DAYS AFTER THE COURT ORDER, THE CITY OR ITS AGENTS ARE AUTHORIZED TO DO SO.

(E) IN ADDITION TO ANY FINES LEVIED HEREUNDER, THE COURT SHALL IMPOSE, AS A PORTION OF THE COSTS ASSESSED AGAINST A CONVICTED RESPONSIBLE PARTY, ANY COSTS INCURRED BY THE CITY IN PROSECUTING, ENFORCING AND ABATING THE NUISANCE.

(F) EACH DAY DURING WHICH ANY RESPONSIBLE PARTY COMMITS, OR ALLOWS TO REMAIN UNABATED, ANY OF THE ACTIONS SPECIFIED AS UNLAWFUL IN THIS CODE SHALL CONSTITUTE A SEPARATE OFFENSE. MULTIPLE VIOLATIONS OF THIS CODE MAY BE INCLUDED ON A SINGLE NOTICE TO ABATE OR A SINGLE SUMMONS AND COMPLAINT.

SEC. 16-63. RECOVERY OF EXPENSE OF ABATEMENT.

(A) THE ACTUAL COSTS OF ABATEMENT, PLUS FIFTEEN PERCENT (15%) OF SUCH ABATEMENT COSTS FOR INSPECTION, A MINIMUM FEE ASSESSMENT OF ONE HUNDRED DOLLARS (\$100.00) AND OTHER INCIDENTAL COSTS OF ABATEMENT SHALL BE ASSESSED UPON THE LOT, LOTS OR TRACTS OF LAND UPON WHICH SUCH NUISANCE IS ABATED.

(B) SUCH COSTS SHALL BE PAID TO THE CITY WITHIN THIRTY (30) DAYS AFTER THE CITY HAS MAILED NOTICE OF THE ASSESSMENT BY CERTIFIED MAIL TO THE OWNER OF THE PROPERTY; PROVIDED, HOWEVER, THAT IF THE PROPERTY IS OCCUPIED BY SOMEONE OTHER THAN THE OWNER, THE CITY TREASURER SHALL MAIL SUCH NOTICE OF ASSESSMENT BY CERTIFIED MAIL, TO BOTH THE OCCUPANT AND THE OWNER. SERVICE SHALL BE COMPLETE UPON DEPOSITING THE NOTICE WITHIN THE UNITED STATES POSTAL SERVICE, POSTAGE PREPAID FOR CERTIFIED MAIL. EVERY SUCH ASSESSMENT SHALL BE A LIEN IN THE SEVERAL AMOUNTS ASSESSED AGAINST SUCH LOT, LOTS OR TRACT OF LAND UNTIL PAID.

(C) FAILURE TO PAY SUCH ASSESSMENT WITHIN SUCH PERIOD OF THIRTY (30) DAYS SHALL CAUSE SUCH ASSESSMENT TO BECOME A LIEN AGAINST SUCH LOT, BLOCK OR PARCEL OF LAND AND SHALL HAVE PRIORITY OVER ALL LIENS, EXCEPT

GENERAL TAXES AND PRIOR SPECIAL ASSESSMENTS, AND THE SAME MAY BE CERTIFIED AT ANY TIME AFTER SUCH FAILURE TO SO PAY THE SAME, BY THE CITY TO THE COUNTY TREASURER TO BE PLACED UPON THE TAX LIST FOR THE CURRENT YEAR AND TO BE COLLECTED IN THE SAME MANNER AS OTHER TAXES ARE COLLECTED, WITH FIFTEEN PERCENT (15%) PENALTY TO DEFRAY THE COST OF COLLECTION.

SEC. 16.64. OTHER REMEDIES.

THE REMEDIES SET FORTH HEREIN ARE CUMULATIVE. THE INITIATION OF ANY ACTION OR THE IMPOSITION OF ANY PENALTY SHALL NOT PRECLUDE THE CITY FROM INSTITUTING ANY OTHER PROCEEDING TO REQUIRE COMPLIANCE WITH THE PROVISIONS OF THIS CHAPTER AND WITH ANY ADMINISTRATIVE ORDERS AND DETERMINATIONS MADE HEREUNDER. NO PROVISION HEREIN SHALL BE CONSTRUED TO LIMIT THE RIGHT OF ANY PERSON TO BRING A PRIVATE ACTION TO ABATE A PRIVATE NUISANCE.

4. Enumeration of nuisances, formerly Section 16-61, is hereby renumbered as Section 16-65. This section has no other changes and reads as previously written.

5. Sections 16-62--16-80, Reserved, are now renumbered as Sections 16-66--16-80, Reserved.

6. Chapter 16, Article VII, Sections 16-141 is revised as follows:

Sec. 16-141. DEFINITIONS.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Notice of Violation (NOV) means a FORMAL written notice DELIVERED, EITHER BY HAND DELIVERY, CERTIFIED MAIL OR POSTED ON THE SUBJECT PROPERTY, TO A PERSON OR ENTITY WHO HAS VIOLATED ANY CODE OF THE GRAND JUNCTION CODE ORDINANCES. THE NOTICE SHALL CONTAIN THE PARCEL NUMBER OR ADDRESS, NAME OR ENTITY TO WHOM THE NOTICE IS BEING DELIVERED, SECTION(S) OF THE CODE BEING VIOLATED, TIME FRAME IN WHICH TO CORRECT THE VIOLATION AND INFORMATION REGARDING REMEDIES THE CITY MAY TAKE TO ACHIEVE COMPLIANCE. AN NOV MAY ALSO BE REFERRED TO AS A “COMPLIANCE ADVISORY”.

7. Chapter 16, Article VII, Section 16-144 (B), ENFORCEMENT is revised as follows:

(B) Whenever the City finds that any person has violated any portion of this Article, the City Manager shall serve a COMPLIANCE ADVISORY OR a Notice of Violation (NOV) ~~written notice stating the nature of the violation.~~ Within the time specified after the date of such notice the person shall submit to the City Manager evidence of the satisfactory correction of the violation.

8. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Grand Junction, that it is promulgated for the health, safety and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

9. Effective Date. This Ordinance shall take effect on _____, 2008, as permitted by the Charter.

Introduced on first reading on the 16th day of April, 2008.

PASSED and ADOPTED on second reading this ____ day of _____, 2008.

Attest:

City Clerk

President of the Council

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____-08

**A RESOLUTION ESTABLISHING A
FINE SCHEDULE FOR ENFORCEMENT OF CODE VIOLATIONS IN THE
ADMINISTRATIVE CITATION PROCESS**

RECITALS:

Section 2-92 of Ordinance No. _____, which establishes an administrative enforcement process to address certain violations of the City Code, states that the City Manager shall develop a fine schedule based upon the City Manager's assessment of the cost to the City for enforcing the provisions of Chapter 2, Article VI. Such schedule shall be approved by the City Council.

It has been determined by City staff and the City Manager that the schedule of fines shall be graduated in amount, with the smallest fine being assessed for the first administrative citation and increasingly larger fines for second, third and subsequent administrative citations. No single fine assessed for an administrative citation shall exceed one thousand dollars (\$1,000.00). The schedule of fines shall be amended no more than once per year.

A Code Enforcement Officer, by and through the authority of the City Manager, in his or her sole discretion, may reduce the fine, calculated on a daily basis, for each day prior to the court hearing in which the responsible party complies and corrects the violation. Fines reduced for early compliance may be reduced as much as fifty percent (50%) of the original assessed fine, in the discretion of the Code Enforcement Officer.

The following fine schedule has been established by the City Manager:

(1) For the first violation of the City Code, a fine of not less than one hundred fifty dollars (\$150.00) per count, plus court costs;

(2) For the second violation of the City Code, a fine of not less than three hundred dollars (\$300.00) per count, plus costs;

(3) For the third violation of the City Code, a fine of not less than four hundred dollars (\$400.00) per count, plus costs; and

(4) For the fourth violation, a fine of not less than seven hundred fifty dollars (\$750.00) per count, plus court costs.

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

The proposed Fine Schedule described herein be adopted for use by City Staff in the enforcement of code violations.

PASSED and ADOPTED this _____ day of _____, 2008.

ATTEST:

City Clerk

President of the Council

Attach 9
 Public Hearing Amending Ordinance No. 4110 to Allow Limited Golf Cart Use in Specified Areas Around Mesa State College

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Allow Limited Golf Cart use in Specified Areas around Mesa State College		
File #			
Meeting Day, Date	Wednesday, May 7, 2008		
Placement on the Agenda	Consent	<input checked="" type="checkbox"/>	Individual
Date Prepared	April 8, 2008		
Author Name & Title	Mary Lynn Kirsch, City Attorney's Office		
Presenter Name & Title	John Shaver, City Attorney		

Summary: The Facilities Services Department at Mesa State College (MSC) has submitted a request to City staff for an ordinance to allow MSC facilities maintenance and management to use golf carts to access certain college campus grounds, buildings and construction projects.

Budget: There is no budget impact.

Action Requested/Recommendation: Hold a public hearing and consider final passage and publication of proposed ordinance.

Attachments: Proposed Ordinance

Background Information: Expansion of the existing Mesa State Campus has required the MSC Facilities Services Department to relocate their service center from the main part of campus to a new location on the east side of 12th Street. MSC Facilities Services Department needs to lawfully be able to use their maintenance carts on specific streets around Mesa State College.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 4110
TO ALLOW LIMITED GOLF CART USE NEAR MESA STATE COLLEGE**

RECITALS:

On August 15, 2007, the City of Grand Junction adopted the 2003 Model Traffic Code for Colorado through Ordinance No. 4110. That Ordinance also repealed Chapter 36 and adopted a new Chapter 36 of the Code of Ordinances.

Section 36-2 of Chapter 36 of the Code of Ordinances contains Amendments and Deletions to the Model Traffic Code and Section 238 of the Model Traffic Code, as amended by Ordinance No. 4110, allows for limited golf cart use in certain areas of the City.

This Ordinance is intended to revise Chapter 36 of the Code of Ordinances concerning golf cart usage.

The Facilities Services Department at Mesa State College (MSC) has submitted a request to City staff for consideration of an ordinance to allow MSC facilities maintenance and management to use golf carts to access certain college campus grounds, buildings and construction projects. Expansion of the existing campus has required the Facilities Services Department at Mesa State College to relocate their service center from the main part of campus to a new location on the east side of 12th Street. By amending Chapter 36-2 of the Code of Ordinances to add specific parameters for limited on-street golf cart use around Mesa State College, the MSC Facilities Services Department will be able to lawfully use carts on specific streets.

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

Chapter 36, Section 36-2 of the Code of Ordinances, as adopted by Ordinance No. 4110, is hereby amended to read as follows. (Additions are shown in underline; deletions are shown by ~~strikethrough~~.)

Section 36-2. Amendments and Deletions.

The Model Traffic Code adopted in section 36-1 is hereby amended as follows:

Part 12, inclusive, is deleted.

Section 103 (2)(c) is added to read:

On no portion of any state highway or connecting link within the city shall any person violate any of the provisions of this Code, or any of the laws amending the same, or any of the rules or regulations issued pursuant thereto.

Section 109.5 is amended to read:

(1) (Deleted)

(2) No person shall operate a neighborhood electric vehicle on a limited access highway.

Section 238 is added to read:

(a) Definition. For the purposes of this section, “golf cart” means a four-wheel, pneumatic tired vehicle powered by a gasoline or battery driven motor that is designed for use as a transport device on a golf course, or as a means of transportation for Mesa State College authorized personnel, within Mesa State College boundaries, as defined in paragraph (b) below.

(b) A golf cart may be driven upon streets under the jurisdiction of the City, excluding country roads, state or federal highways, in ~~two~~ the following designated areas:

(1) the area bounded on the west by 26 Road, on the east by 28 Road, on the south by Patterson Road, and on the north by H Road. Golf carts may be driven on 26 Road, 28 Road, and H Road, but are not permitted on Patterson Road or Horizon Drive (however, crossing Horizon Drive at an intersection is permitted); and

(2) the area beginning at the intersection of Shadow Lake Road and Mariposa Road (but excluding Mariposa Road) along Ridges Boulevard to the west, continuing along West Ridges Boulevards and inclusive of all streets within the Redlands Mesa Planned Development; and

(3) the area bounded on the west by Cannell Avenue, on the east by 13th Street, on the south by North Avenue and on the north by Orchard Avenue.

(c) (1) No person shall operate a golf cart on any public street in the city:

a. Unless within the boundaries set forth in subsection (b) of this section;

- b. Unless the golf cart is equipped at a minimum with:
 - 1. A state approved slow triangle mounted on the rear of the cart;
 - 2. A rearview mirror;
 - 3. An audible warning device;
 - 4. Turn signals;
 - 5. Both headlights and tail lights;
 - 6. A steering wheel;
 - 7. A foot-controlled accelerator; and
 - 8. A foot brake;

- c. Except during the time from one-half hour before sunrise to one-half hour after sunset; however, in the designated area around Mesa State College, authorized MSC personnel may operate golf carts on a 24-hour basis.

- d. Unless in a direct route from the operator's residence to a golf course, or from a golf course to the operator's residence; unless the golf cart operator is an authorized MSC facilities employee driving within the designated boundaries specified in Section 238 (b)(3).

- e. Unless such person possesses, on the person of the operator, a valid State of Colorado driver's license.

- f. In a way or at a speed which impedes the normal flow of traffic; the operator has the affirmative duty to observe traffic behind and around him. If the golf cart is traveling at a speed which is more than five miles per hour below the applicable speed limit, the operator of a golf cart shall pull over to the right side of the road at the first safe opportunity and allow vehicles to pass the golf cart.

- g. While under the influence of, or impaired by, alcohol; nor shall any person operate a golf cart while under the influence of any drug. The definition of, and proof of, intoxication or impairment shall be as set forth in C.R.S. § 42-4-1202. The operator of a golf cart who is arrested for operating a golf cart while under the influence of or impaired by alcohol or drugs shall submit to chemical testing as set forth in C.R.S. title 42. Failure to submit to a test as required shall result in the immediate revocation of the permit issued to an operator.

- h. Without first obtaining a permit from the city police department, which permit shall be attached to the golf cart at all times that such cart being operated upon a city right-of-way.

- i. Unless such person has, on his person, proof of recreational vehicle or similar insurance that is current and provides coverage for injury to persons and property.
- (2) The operator of a golf cart on public streets shall comply with the provisions of the Model Traffic Code as adopted by the city.
- (3) Nothing in this section authorizes the operation of a golf cart on rights-of-way under the jurisdiction of the county. It is the duty of each operator of a golf cart to ascertain whether a right-of-way is within the city limits.
- (d) The police chief, after having determined that the golf cart and the operator are in compliance with requirements of this section, shall issue a permit. Such permits shall be valid for three years from the date of issuance unless revoked for just cause. Fees for the permit shall be as established by resolution of the City Council. The City Council may alter such fees by resolution.
- (e) Police officers are authorized to stop a golf cart which is being operated on a City right-of-way, without probable cause or other reason, at any time, to verify that the operator has a valid permit and to inspect for required safety equipment.
- (f) The City Council shall, by resolution, establish the minimum requirements of required insurance for operation of golf carts on city rights-of-way.

ALL OTHER PROVISIONS OF CHAPTER 36 SHALL REMAIN IN FULL FORCE AND EFFECT.

PASSED for first reading and ordered published by the City Council of the City of Grand Junction, Colorado this 16th day of April, 2008.

PASSED AND ADOPTED on second reading by the City Council of the City of Grand Junction, Colorado this _____ day of _____, 2008.

President of the Council

Attest:

Stephanie Tuin
City Clerk

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Expanding the Downtown Development Authority (DDA) Boundaries by Adding the Mesa County Library District Grand Junction Properties		
File #			
Meeting Day, Date	Wednesday, May 7, 2008		
Placement on the Agenda	Consent	<input checked="" type="checkbox"/>	Individual
Date Prepared	April 8, 2008		
Author Name & Title	Mary Lynn Kirsch, City Attorney's Office		
Presenter Name & Title	John Shaver, City Attorney		

Summary: The DDA recently awarded a grant to the Mesa County Library Board of Trustees. Those funds will be used for a new sign, landscaping and to help complete capital improvements to the main library building façade. The DDA and Board of Trustees agreed that receipt of the grant funds was conditioned upon the inclusion of Mesa County Library District Grand Junction properties into the DDA boundary.

Budget: There is no budget impact.

Action Requested/Recommendation: Hold a public hearing and consider final passage and publication of proposed ordinance.

Attachments:

- Letter – Mesa County Libraries Board of Trustees
- Proposed Ordinance

Background Information: See Summary



**Mesa County
LIBRARIES**

Dream it. Discover it. Do it.

February 29, 2008

Harold Stalf
Downtown Development Authority
248 S. 4th Street
Grand Junction, CO 81501

RE: Acceptance of DDA Funds

Dear Harold,

On behalf of the Mesa County Library Board of Trustees I would like to thank both you and the DDA Board for your response to Eve Tallman's request and the subsequent grant by the Board of funds in the amount of \$34,000. These funds will be used for a new monumentstyle sign, landscaping and to complete much needed improvements to the library facade.

The Board of Trustees understands that receipt of the DDA funds is conditioned upon the inclusion of the following Mesa County Library District properties into the DDA District boundaries:

502 Grand Avenue – Parcel #2945-142-41-992
530 Grand Avenue – Parcel #2945-142-41-991
550 Grand Avenue – Parcel #2945-142-41-990
502 Ouray Avenue – Parcel #2945-142-32-991
536 Ouray Avenue – Parcel #2945-142-32-993
443 N. 6th Street – Parcel #2945-142-41-993

The Board has agreed to add this property to the District.

We look forward to working with you on this inclusion process, as well as our upcoming capital improvement project.

Sincerely,

Linda Davidson
President, Mesa County Library Board of Trustees

530 Grand Avenue . P.O. Box 20000-5019 . Grand Junction, CO 81502-5019
CENTRAL LIBRARY . 970.243.4443 . Fax 970.243.4744 . www.mcpld.org

Clifton Branch 970.434.6936 • Collbran Branch 970.487.3545 • DeBeque Branch 970.283.8625

Fruita Branch 970.858.7703 • Gateway Branch 970.931.2428 • Orchard Mesa Branch 970.243.0181 • Palisade Branch 970.464.7557

ORDINANCE NO. _____

**AN ORDINANCE EXPANDING THE BOUNDARIES OF THE GRAND JUNCTION,
COLORADO DOWNTOWN DEVELOPMENT AUTHORITY**

RECITALS:

The Grand Junction, Colorado, Downtown Development Authority (“Authority” or “DDA”) adopted a Plan of Development (“Plan”) establishing the boundaries of the Authority. The Plan and the boundaries of the DDA were initially approved by the Grand Junction City Council on December 16, 1981.

Since that time individual property and business owners, pursuant to §31-25-822, 12A C.R.S. and Article X of the Authority’s Plan of Development, have petitioned for inclusion within the boundaries of the Authority.

The DDA Board recently awarded a grant to the Mesa County Library Board of Trustees to be used for capital improvements to the main library property. In exchange, the Board of Trustees agreed that receipt of the funds was conditioned upon the inclusion of Mesa County Library District properties into the Authority’s boundaries.

The DDA Board requests Council’s approval to expand the Authority’s boundary to include the Mesa County Library District properties within the Plan’s area in accordance with state law, the Plan of Development and other applicable law, rules or regulations.

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

The following properties of the Mesa County Library District be included within the DDA boundaries:

- 502 Grand Avenue – Parcel #2945-142-41-992
- 530 Grand Avenue – Parcel #2945-142-41-991
- 550 Grand Avenue – Parcel #2945-142-41-990
- 502 Ouray Avenue – Parcel #2945-142-32-991
- 443 N. 6th Street – Parcel #2945-142-41-993

PASSED for first reading and ordered published by the City Council of the City of Grand Junction, Colorado this 16th day of April, 2008.

PASSED AND ADOPTED on second reading by the City Council of the City of Grand Junction, Colorado this _____ day of _____, 2008.

President of the Council

Attest:

Stephanie Tuin
City Clerk