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

MONDAY, APRIL 5, 2010, 7:00 P.M.

Call to Order

Post Colors/Pledge of Allegiance – Thunder Mountain
Composite Squadron of Cadet Civil Air Patrol
Moment of Silence

Proclamations/Recognitions

Proclaiming April 11 through April 18, 2010 as “Days of Remembrance” in the City of Grand Junction

Proclaiming April 16, 2010 as “National Health Care Decision Day” in the City of Grand Junction

Proclaiming April 2010 as “Child Abuse Prevention Month” in the City of Grand Junction

Proclaiming April 2010 as “Month of the Young Child” in the City of Grand Junction

Proclaiming April 2010 as “Month of the Military Child” in the City of Grand Junction

Introduction of New Police Chief John Camper/Oath of Office

Presentation

Colorado Association Chiefs of Police Accreditation Presentation

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

Appointments

To the Horizon Drive Association Business Improvement District

To the Commission on Arts and Culture

To the Forestry Board

Council Comments

Citizen Comments

***** CONSENT CALENDAR ***®**

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

Action: Approve the Minutes of the March 15, 2010 Regular Meeting

2. **Outdoor Dining Lease for 314 Main, LLC, DBA Dream Cafe, Located at 314 Main Street** [Attach 2](#)

The owners of the Dream Cafe are requesting an Outdoor Dining Lease for the property located at 314 Main Street. They have been conditionally approved for a Sidewalk Cafe Permit to serve food outside in an area measuring 25ft. by 15ft. across the sidewalk from the front of the property. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their licensed premise and allow alcohol sales in this area.

Resolution No. 15-10—A Resolution Authorizing the Lease of Sidewalk Right-of-Way to the Dream Cafe

®Action: Adopt Resolution No. 15-10

Staff presentation: Heidi Hoffman Ham, DDA Executive Director

3. **Setting a Hearing on the Pepper Ridge Right-of-Way Vacation, Located at the South End of W. Indian Creek Drive** [File # FP-2008-136] [Attach 3](#)

Applicant is requesting to vacate a portion of an existing, improved right-of-way in order to facilitate a residential development.

Proposed Ordinance Vacating Excess Right-of-Way for West Indian Creek Drive Located Within Pepper Tree Filing No. 3

Action: Introduction of Proposed Ordinance and Set a Public Hearing for May 3, 2010

Staff presentation: Brian Rusche, Senior Planner

4. **Setting a Hearing on the Extension Request for the Mesa State Outline Development Plan, Located at 29 Road and Riverside Parkway** [File # ODP-2008-154] [Attach 4](#)

This is a request for a two-year extension of the approved Mesa State Outline Development Plan. This request would extend the date that the Developer has to apply for a Preliminary Development Plan from December 15, 2010 to December 15, 2012.

Proposed Ordinance Amending Ordinance No. 4314 Zoning the Mesa State Development to PD (Planned Development) Located at 2899 D ½ Road

Action: Introduction of Proposed Ordinance and Set a Public Hearing for April 19, 2010

Staff presentation: Greg Moberg, Planning Services Supervisor

5. **Drake Subdivision Vacation of Easement, Located at 488 23 Road** [File # VE-2009-153] [Attach 5](#)

A request to vacate and relocate a 15-foot irrigation easement across Lot One, Lamplite Subdivision located at 488 23 Road.

Resolution No. 16-10—A Resolution Vacating a Portion of an Irrigation Easement Located on Lot One, and Relocating it on the Northern End of Lot One, Lamplite Subdivision, 488 23 Road

®Action: *Adopt Resolution No. 16-10*

Staff presentation: Lori Bowers, Senior Planner

6. **Construction Contract for the Easter Hill Sewer Improvement District**

[Attach 6](#)

Upon completion of the Easter Hill Sewer Improvement District, seven properties will be able to connect to the Persigo Waste Water Treatment Plant and abandon their existing septic systems. The property owners and Persigo will share in the cost of providing the sewer service. Infrastructure will also be in place so that, at a future date, an additional 27 properties may be served by the Persigo System.

Action: Authorize the City Purchasing Division to Enter into a Construction Contract for the Easter Hill Sewer Improvement District with Sorter Construction Company, Inc. in the Amount of \$106,585. Award is to be Contingent on Formation of the District by the Mesa County Board of County Commissioners

Staff presentation: Tim Moore, Public Works and Planning Director
Jay Valentine, Assistant Financial Operations Manager

7. **Contract for Hot Mix Asphalt for Streets Division 2010**

[Attach 7](#)

This request is for the purchase of approximately 2,000 tons of hot mix asphalt for the Streets Division to be used for road work and repairs for 2010. This material will be used to pave, re-pave, and repair numerous streets and roads throughout the City.

Action: Authorize the Purchasing Division to Purchase Approximately 2,000 Tons of Hot Mix Asphalt, on behalf of the Streets Division, from Elam Construction for an Estimated Amount of \$121,980

Staff presentation: Terry Franklin, Deputy Director of Utilities, Streets, and Facilities
Jay Valentine, Assistant Financial Operations Manager

8. **Contracts for Aggregate and Road Material for Streets and Water Divisions 2010**

[Attach 8](#)

This request is for a contract award for the purchase of various sizes of aggregate and road materials for the City's Streets and Water Divisions for 2010. The Streets Division will use the aggregate and road materials for chip sealing as well as providing a stronger longer lasting base on which to apply the chip seal

process. The Water Division also uses aggregate materials for installation and repair of water lines.

Action: Authorize the Purchasing Division to Enter into a Contract with Whitewater Building Materials and Grand Junction Concrete Pipe Co. to Provide Aggregate and Road Materials for the Streets Division, as well as a Contract with Gary Rinderle Construction to Provide Aggregate for the Water Division, for a Combined Estimated Amount of \$147,300

Staff presentation: Terry Franklin, Deputy Director of Utilities, Streets, and Facilities
Jay Valentine, Assistant Financial Operations Manager

9. **Schuckman Boundary Line Agreement** [Attach 9](#)

The City Council Property Committee has recommended that the Schuckman's (829 West Main Street) and the City (803 West Colorado Avenue) determine and fix a common boundary line between the properties.

Action: Authorize the City Manager to Sign the Proposed Boundary Line Agreement

Staff presentation: John Shaver, City Attorney

10. **Sacomanno Property Farm Lease** [Attach 10](#)

The Saccomanno property (H and 26 ½ Roads) has been leased and farmed by Frank Fisher for a number of years. Mr. Fisher and the City wish to renew the lease for the next two years.

Resolution No. 17-10—A Resolution Authorizing a One-Year Farm Lease of the “Sacomanno Park Property” to Frank M. Fisher

®Action: Adopt Resolution No. 17-10

Staff presentation: John Shaver, City Attorney

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

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

11. **Public Hearing—KD Annexation and Zoning, Located at 823 22 Road** [File # ANX-2010-006] [Attach 11](#)

Request to annex and zone 10.12 acres, located at 823 22 Road, to I-1 (Light Industrial). The KD Annexation consists of one (1) parcel and is a two part serial annexation.

a. Accepting Petition

Resolution No. 18-10—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the KD Annexation, Located at 823 22 Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4417—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, KD Annexation, Approximately 10.12 Acres, Located at 823 22 Road

c. Zoning Ordinance

Ordinance No. 4418—An Ordinance Zoning the KD Annexation to I-1 (Light Industrial), Located at 823 22 Road

®Action: Adopt Resolution No. 18-10 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4417 and 4418

Staff presentation: Brian Rusche, Senior Planner

12. **Memorandum of Understanding with CDOT for Highway 6 (North Avenue) Swap and Riverside Parkway/US Highway 50 Interchange** [Attach 12](#)

This Memorandum of Understanding (MOU) is a clarification of the Intergovernmental Agreement (IGA) 05HA300062 that was signed with the Colorado Department of Transportation (CDOT) on October 31, 2005 as part of CDOT's approval of the Highway 50/Riverside Parkway interchange. The IGA called for CDOT to maintain the three Riverside Parkway structures constructed by the City at Highway 50 interchange in exchange for the City taking over the Highway 6 (North Ave) from Bozarth's on the west to I-70B on the east. The main points of the MOU are to clarify the legal limits of the North Avenue swap

as well as the limits of the structures, walls, and ramps to be maintained by CDOT.

Resolution No. 19-10—A Resolution Authorizing a Memorandum of Understanding Between the City of Grand Junction and the Colorado Department of Transportation (CDOT) Regarding the Transfer of Highway 6 (North Avenue) in Exchange for CDOT Maintenance and Eventual Replacement of the Three Bridge Structures Associated with the Riverside Parkway/State Highway 50 Interchange

®Action: Adopt Resolution No. 19-10

Staff presentation: Tim Moore, Public Works and Planning Director

13. **Public Hearing—Adoption of the Zoning and Development Code** [File # TAC-2010-020] [Attach 13](#)

Proposed ordinance to repeal the 2000 Zoning and Development Code, certain sections of the Transportation Engineering Design Standards Manual, and adoption of the 2010 Zoning and Development Code.

Ordinance No. 4419—An Ordinance Repealing the 2000 Zoning and Development Code, Repealing Certain Sections of the Transportation Engineering Design Standards Manual, and Adopting the 2010 Zoning and Development Code

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4419

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

14. **Public Hearing—Sign Code Amendment** [File # TAC-2009-251] **(Continued from March 1, 2010)** [Attach 14](#)

Proposed amendment to repeal and reenact Section 21.06.070(b)(6) and amend Section 21.06.070(g)(4) of the Zoning and Development Code regarding lighted, moving and changeable copy on and off premise signs.

Ordinance No. 4420—An Ordinance Regarding Lighted, Moving and Changeable Copy On and Off Premise Signs

Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4420

Staff presentation: Lisa Cox, Planning Manager

15. **Non-Scheduled Citizens & Visitors**

16. **Other Business**

17. **Adjournment**

Attach 1
Minutes of Previous Meeting

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING

March 15, 2010

The City Council of the City of Grand Junction convened into regular session on the 15th day of March 2010 at 7:02 p.m. in the City Auditorium. Those present were Councilmembers Teresa Coons, Tom Kenyon, Gregg Palmer, Bill Pitts, Sam Susuras and Council President Bruce Hill. Councilmember Bonnie Beckstein was absent. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Hill called the meeting to order. Councilmember Susuras led the Pledge of Allegiance followed by an Invocation by Pastor Richard Bishop, Clifton Bible Church.

Proclamations/Recognitions

Proclaiming March 26, 2010 as "Hilltop Community Resources Day" in the City of Grand Junction recognizing Hilltop's 60th Anniversary

Council Comments

There were none.

Citizen Comments

Lisa Binse, 428 29 Road, and John Ray, 420 29 Road, addressed the City Council to thank them for their part in having the "body farm" relocated.

CONSENT CALENDAR

Councilmember Palmer read the Consent Calendar and then moved to approve items #1 through #4. Councilmember Susuras seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meetings**

Action: Approve the Minutes of the February 25, 2010 Special Session and the Minutes of the March 1, 2010 and the March 3, 2010 Regular Meetings

2. **Setting a Hearing on the Adoption of the Zoning and Development Code** [File # TAC-2010-020]

Proposed ordinance to repeal the 2000 Zoning and Development Code, certain sections of the Transportation Engineering Design Standards Manual and adoption of the 2010 Zoning and Development Code.

Proposed Ordinance Repealing the 2000 Zoning and Development Code, Repealing Certain Sections of the Transportation Engineering Design Standards Manual, and Adopting the 2010 Zoning and Development Code

Action: Introduction of a Proposed Ordinance and Set a Public Hearing for April 5, 2010

3. **Setting a Hearing on the Zoning the KD Annexation, Located at 823 22 Road** [File # ANX-2010-006]

A request to zone the 10.12 acre KD Annexation, consisting of one parcel located at 823 22 Road, to an I-1 (Light Industrial) zone district.

Proposed Ordinance Zoning the KD Annexation to I-1 (Light Industrial), Located at 823 22 Road

Action: Introduction of a Proposed Ordinance and Set a Public Hearing for April 5, 2010

4. **Appointments and Assignments of City Council Members to Represent the City on Various Boards, Committees, Commissions and Organizations Vacated by Linda Romer Todd**

Councilmember Linda Romer Todd represented the City Council on the Colorado Water Congress and the 5-2-1 Drainage Authority board. Due to her resignation, her position on those boards must be filled. Council may select from its members the person(s) to fill those vacancies. Ms. Todd also served on the Legislative Committee (a subcommittee of the City Council).

Resolution No. 14-10—A Resolution Amending Certain Appointments and Assignments of City Council Members to Represent the City on Various Boards, Committees, Commissions and Organizations

Action: Adopt Resolution No. 14-10

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Construction Contract for the D Road Bridge Replacement

This request is for the construction contract award for the replacement of the D Road Bridge over the No Thoroughfare Wash. The current two-lane bridge is classified as “Structurally Obsolete” by the State of Colorado. While the current bridge itself is still structurally sound, the narrow design of the current bridge creates safety hazards for motorists, bicyclists and pedestrians when using the bridge at the same time. In addition, the current 20-foot bridge span was not designed to effectively pass the runoff produced in the No Thoroughfare Wash during a 100-year rainfall event.

Tim Moore, Public Works and Planning Director, presented this item. Mr. Moore advised that the bridge has been deemed structurally obsolete due to its narrowness; there is no pedestrian or bicycle lane. This project meets the goals of the Comprehensive Plan as it helps with the development of a well-balanced transportation system as well as improving the visual appeal in the area. Mr. Moore identified the location of the bridge via a map of the area.

Public Works and Planning Director Moore described the bids received and recommended the award of the contract be to the low bidder, Martinez Western Constructors.

Councilmember Palmer asked why the City is managing the project when the County is funding the project. Mr. Moore answered that this has been in the County CIP for years, however when the City was looking at doing the Monument Road bridge, the County had asked if the City could also do the D Road bridge with the County paying for it because pricing would be better doing two bridges in the same area. Because of the detour route being rough and it didn't look like it would pass the 100 year event through No Thoroughfare Wash, a redesign had to be done which the County said they would pay for. It has been annexed into the City since then, but it was originally in the County CIP.

Councilmember Coons asked how long the construction will take. Mr. Moore said it will take most of the summer to complete the construction.

Councilmember Coons asked if the low bidder has an office in Grand Junction as well as in Rifle. Mr. Moore deferred the question to Jay Valentine, Assistant Financial Operations and Purchasing Manager.

Jay Valentine, Assistant Financial Operations Manager, said he did visit the local office to verify there is a local office. There are two brothers who own the company and one is in Rifle and one is in Grand Junction. That is why the company is identified as Rifle/Grand Junction.

Councilmember Palmer moved to authorize the purchasing division to enter into a contract with Martinez Western Constructors, Inc. of Rifle, Colorado for the construction of the D Road Bridge over No Thoroughfare Wash in the amount of \$582,850.57. Councilmember Kenyon seconded the motion. Motion carried by roll call vote.

Construction Contract for a Recycle Center Processor Building

This approval request is for the contract award for the Construction of a Recycle Center Processor Building to be located at the Municipal Services Campus site. Currently GJ CRI has sufficient storage and equipment to collect, process, store and ship 3.5 million pounds of recyclable commodity per year. The proposal is to expand the current GJ CRI operation to 9 million pounds per year to meet the growing demands of customers and maintain the well established relationships with trucking firms and domestic markets and mills.

Greg Trainor, Utilities, Streets Systems, and Facilities Director, introduced this item. He noted that Deputy Director Terry Franklin as well as Solid Waste and Streets Manager Darren Starr were present. Mr. Trainor reviewed the history of the recycling program that was started twenty years ago. He provided statistics about the growth of the number of customers and the number of pounds recycled, which meant those materials did not go to the landfill. This proposal will increase the capacity from 3.4 million pounds to 9 million pounds a year. The program is popular and well-received. There has only been one rate increase in twenty years.

Councilmember Susuras asked how far into the future the 9 million pound increase will take the City. Darren Starr, Solid Waste and Streets Manager, said it will take the City at least ten years into the future. The main reason for the increase in capacity is to open the program up to larger generators like St. Mary's Hospital and Community Hospital which have been turned away in the past.

Councilmember Pitts asked if the baler that was purchased recently would be housed in this building. Mr. Starr explained that they will actually have two balers and they will both work in the new building, one on each side for different materials.

Councilmember Susuras asked if the project is grant funded. Mr. Starr said yes and the whole operation is funded by the solid waste fund, there are no general fund dollars in this program.

Councilmember Palmer asked who owns the building, the City or the Foss's. Mr. Starr said the building and all the equipment is owned by the City, the trucks, and the trailers are owned by CRI (the Foss's).

Councilmember Coons asked how they predict the commodities market will handle the increase in quantity. Mr. Starr explained how in the past they were able to hold back

material in order to get the best price. The other advantage to this operation is that the materials are “clean”, that is, it is not mixed in with garbage and therefore better received by the companies who use these recycled materials.

Councilmember Coons commented on people questioning why the City doesn't take the #5 and #6 plastics. In her conversation with Mrs. Foss, she had explained that the only market for those materials is overseas and that is why they have chosen not to accept those plastics. Mr. Starr said they have other markets for different commodities that other recyclers, don't such as glass.

Councilmember Palmer asked if this is a “not-for-profit” (enterprise) or if this is a “for profit”. Mr. Starr explained that the company does not make a profit, the employees are paid for out of the operation and those salaries are budgeted. Councilmember Palmer asked if the City has operational control or oversight over them. Mr. Starr said the contract with the City is for just residential customers. Their commercial activity is their own. Councilmember Palmer confirmed that this baler will help CRI on their commercial side. Mr. Starr said it could but it will also benefit the City.

Councilmember Coons moved to authorize the purchasing division to enter into a contract with Vostatek Construction, Inc. for the construction of a Recycle Center Processor Building in the amount of \$153,923. Councilmember Susuras seconded the motion. Motion carried by roll call vote with Councilmembers Kenyon and Palmer voting NO.

Contract for Persigo Wastewater Treatment Plant UV Disinfection Design Services

This approval request is the contract award for the design of an Ultra Violet (UV) Disinfection System at the Persigo Wastewater Treatment Plant (WWTP). Based on previous process improvement evaluation studies at the WWTP, Staff has identified the need to move from final treatment of the waste stream using chlorine gas to an ultraviolet disinfection system to improve operation safety at the WWTP. This change will eliminate handling and storage of chlorine and sulfur dioxide gases and provide a system that is more reliable and will serve the WWTP well into the future.

Tim Moore, Public Works and Planning Director, introduced this item and recognized other staffers present that could lend more details. Mr. Moore spoke to the risk elimination with this UV system. UV disinfection is the industry standard. The proposal does meet Comprehensive Plan Goal 11 which improves public services to the citizens and improves the provision of services.

Councilmember Kenyon asked if there is an estimate for the actual construction. Mr. Moore responded \$600,000.

Councilmember Susuras asked about only opening the top rated bid. Mr. Moore deferred to Jay Valentine, Assistant Financial Operations and Purchasing Manager.

Jay Valentine, Assistant Financial Operations Manager, explained that this solicitation was based more on qualifications than on price but a price ceiling was identified. After the interview and presentations, the list was narrowed down to three. Then they narrowed it down to one. The bid was opened and the price was higher than what the City was willing to pay so the price was negotiated from there.

Councilmember Susuras asked if there are any grants for this project. Mr. Valentine said it is paid for by the Persigo Wastewater Treatment Plant enterprise fund, no general fund monies.

Councilmember Palmer asked for more detail on the selection process. Mr. Valentine explained the expectations of the firms to be selected and the special nuances of the project.

Councilmember Susuras asked for confirmation that if all the bids had been opened, the price would not have been able to be negotiated. Mr. Valentine confirmed that it would be more difficult if all the bids had been opened.

Councilmember Coons explained a similar situation in the grant process. Ratings are done on a point system. Mr. Valentine concurred adding that it is not uncommon to approach this process in that manner.

Council President Hill said it is frequently used in the design phase. City Manager Kadrich added that it also is the method used for professional services contracts.

Councilmember Susuras asked how the additional of UV lights addressed future capacity.

Bret Guillory, Utilities Engineer, explained how the use of chlorine will be restricted in the future when using UV disinfection, the various wavelengths of the lights kill certain bacteria. Another "drain" with another bank of lights would expand the capacity.

Councilmember Kenyon advised that this is a proven method. He then addressed the selection process through standards, getting the best for the price is what the State does when hiring design consultants. If this is the best fit, he is satisfied.

Councilmember Palmer said he is comfortable with it after the explanation.

Councilmember Kenyon moved to authorize the Purchasing Division to enter into a contract with Stantec Consulting Services, Inc. for the design of the Persigo WWTP UV

Disinfection System in the amount of \$145,600. Councilmember Susuras seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 7:57 p.m.

Stephanie Tuin, MMC
City Clerk



Date: March 22, 2010
 Author: Heidi Hoffman Ham
 Title/ Phone Ext: DDA Executive Director, 256-4134
 Proposed Schedule: _____
Monday, April 5, 2010
 2nd Reading (if applicable): _____

CITY COUNCIL AGENDA ITEM

Attach 2
Outdoor Dining Lease for 314 Main, LLC dba Dream Cafe

Subject: Outdoor Dining Lease for Dream Cafe, Located at 314 Main Street
File # (if applicable):
Presenters Name & Title: Heidi Hoffman Ham, DDA Executive Director

Executive Summary:

The owners of the Dream Cafe are requesting an Outdoor Dining Lease for the property located at 314 Main Street. They have been conditionally approved for a Sidewalk Cafe Permit to serve food outside in an area measuring 25 ft. by 15 ft. across the sidewalk from the front of the property. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their licensed premise and allow alcohol sales in this area.

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

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

The addition of outdoor dining areas continues to support the vibrant atmosphere of the downtown area, particularly along the newly-renovated Main Street.

Action Requested/Recommendation:

Adopt the Resolution Approving the Outdoor Dining Lease for the Dream Cafe, located at 314 Main Street.

Board or Committee Recommendation: N/A

Background, Analysis and Options:

Council approved the expansion of sidewalk dining with liquor service in July 2004. However, at that time, it was made clear that permission to serve alcohol on the sidewalk would require a specific lease of the public right-of-way in order to expand the licensed premise under their individual liquor license. Approval of this lease will allow for the applicant to apply for expansion of their premise through the proper State and City agencies. The Lease includes standards for appropriate access and control of the

premise and is in keeping with the standards that have been in place in other communities in Colorado and that have worked well in Grand Junction.

Financial Impact/Budget:

There is no financial impact to the City.

Legal issues:

N/A

Other issues: N/A

Previously presented or discussed: N/A

Attachments:

Resolution Authorizing the Lease of Sidewalk Right-of-Way
Outdoor Dining Lease Agreement
Exhibit A – Depiction of Proposed Leased Area

RESOLUTION NO. ____-10

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK
RIGHT-OF-WAY TO THE DREAM CAFE**

Recitals:

The City has negotiated an agreement for the Dream Cafe to lease a portion of the sidewalk right-of-way located in front of 314 Main Street from the City for use as outdoor dining; and

The City Council deems it necessary and appropriate that the City lease said property to the Dream Cafe.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way for a period of twelve months at \$375 per year, to the Dream Cafe.

PASSED and ADOPTED this ____ day of _____, 2010.

President of the Council

Attest:

City Clerk

OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of April 5, 2010, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, hereinafter City and, as Lessee, hereinafter Lessee.

RECITALS:

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

In accordance with that authority the City Council and the Downtown Development Authority (DDA) desire to make certain areas of the sidewalk in the DSP available by lease to approximate land owners and/or lessees that want to make use of a portion of the sidewalk in the DSP for restaurant and/or alcohol service.

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

1. The City does hereby lease to Lessee approximately 375 square feet of the sidewalk in the DSP located in front of 314 Main Street, hereinafter the Leased Area; specifically the Leased Area is that portion of the sidewalk immediately across the sidewalk from the Lessee's business. The Leased Area is depicted on the attached Exhibit A.
2. The City does hereby grant an easement across the abutting sidewalk for the purpose of transporting alcohol beverages and providing food service. Such easement runs concurrent with said lease and terminates when said lease terminates.
3. The term of this lease shall be for a period of one year beginning on April 5, 2010, and terminating on October 13, 2011. Rent shall be calculated at \$1.00 per square foot per year. As rent for the Leased Area, Lessee agrees to pay the City the total sum of \$562.50 (\$375 annually), which sum shall be payable in advance on or before April 5, 2010, at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501.

If the rent payment is not paid in full when due, a Lease shall not issue.

4. Lessee agrees to use the Leased Area for the sole purpose of selling and dispensing food and/or beverages to the public. The Leased Area shall be open to the public, weather permitting, during the Lessee's normal business hours but in no event shall food and/or beverage service be extended beyond 12:00 midnight. Food shall be available to be served in

the Leased Area during all hours that it is open to the public and in accordance with the Lessee's liquor license.

5. Lessee further agrees to use the Leased Area for no purpose prohibited by the laws of the United States, the State of Colorado or ordinances of the City of Grand Junction. Further, Lessee agrees to comply with all reasonable recommendations by DDA relating to the use of the Leased Area. Prior to alcohol service the Lessee shall modify its liquor licensed premises as required by the laws of the State and City. **Modification of the licensed premises, in accordance with Colorado law, is a precondition to the authority this lease.**
6. Lessee shall remove any improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Leased Area promptly upon expiration of this Lease. Failure to remove the same within ten (10) days of expiration shall result in ownership thereof transferring to the DDA.
7. Lessee agrees to keep the Leased Area in good repair and free from all litter, dirt and debris and in a clean and sanitary condition; to neither permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Leased Area or by any injury of accident occurring thereon. Further, Lessee does, by execution of this Lease, indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Leased Area. Lessee agrees to furnish certificate(s) of insurance as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Leased Area. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.
8. All construction, improvements, furniture, fixtures and/or equipment on the Leased Area shall comply with the following:
 - a. Not be wider than the street frontage of the business nor extend to the extent that pedestrian traffic is impeded.
 - b. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Leased Area; this shall be

construed to include perimeter enclosures, planters, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee.

- c. The perimeter enclosure shall be angled at forty-five (45) degrees with a minimum of four (4) feet in length on the diagonal(s) with the exception that if the Lessee obtains written consent from the adjacent business, a ninety (90) degree angle will be permitted on the side(s) for which the Lessee has obtained such written consent.
 - d. The perimeter of the Leased Area shall be enclosed by a black wrought-iron fence (perimeter enclosure) as approved by DDA, no less than thirty (30) inches in height. Openings in the fence shall not be less than 44 inches wide. If there is a gate which is not self-closing and bi-directional it must swing inward to prevent obstruction of the sidewalk.
 - e. No cooking shall be located on the Leased Area.
 - f. Lessee may place furniture, fixtures and equipment in the Leased Area so long as the same are not allowed to encroach into the public right of way or otherwise to endanger any passerby or patron and are secured to resist wind.
 - g. The Lessee shall allow its fixtures and perimeter fencing to remain in place at its own discretion and liability and shall accept and retain full responsibility and liability for any damage to such fixtures and perimeter fencing caused thereby.
 - h. Neither electric (alternating current) nor gaslights are allowed on the Leased Area. Candles and battery powered lights are allowed.
 - i. No signage, including banners, shall be allowed on the Leased Area. Signage shall be disallowed on furniture, which includes but is not limited to, chairs, benches, tables, umbrellas, planters and the perimeter fence on the Leased Area. Menu signs shall be allowed in accordance with provisions of the City of Grand Junction sign code and subject to review by the DDA.
9. The leased premises and improvements, additions and fixtures, furniture and equipment thereon shall be maintained and managed by Lessee.
10. Lessee agrees to permit agents of the City and/or the DDA to enter upon the premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof.

Lessee further agrees that if the City shall determine to make changes or improvements to the DSP, which may affect any improvements placed by the

Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to remove any structures necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes during a lease period.

11. The City by this demise hereby conveys no rights or interest in the public way except the right to the uses on such terms and conditions as are above described and retains all title thereto.
12. Lessee agrees not to sublet any portion of the Leased Area, not to assign this lease without the prior written consent of the City being first obtained.
13. Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting property and agrees that on sale or other transfer of such ownership interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.
14. Lessee agrees to surrender and deliver up the possession of the Leased Area promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.
15. If legal action is taken by either party hereto to enforce any of the provisions of this Lease, the prevailing party in any legal action shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees.
16. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.
17. Lessee agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the Leased Area and its use. In performing under the Lease, Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.
18. Lessee and City agree that all correspondence concerning the Lease shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

Lessee:
Dream Cafe
314 Main Street
Grand Junction, CO 81501

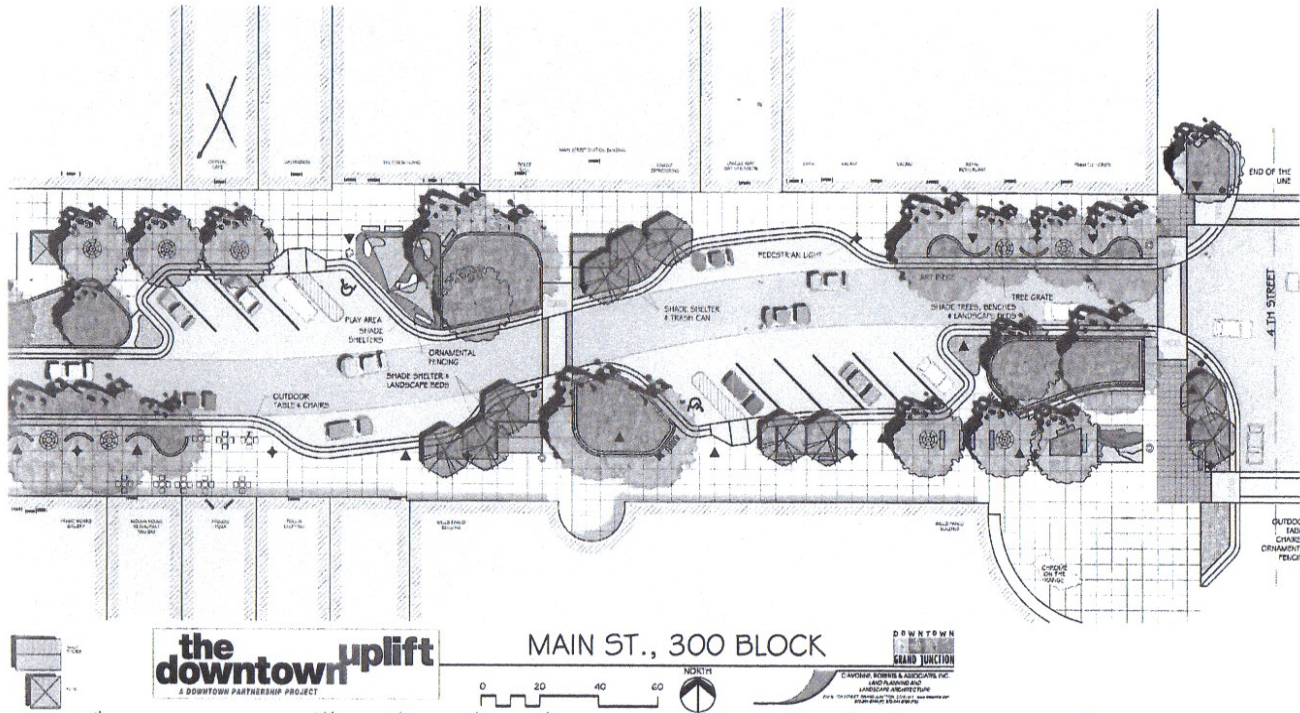
CITY OF GRAND JUNCTION

Laurie M. Kadrich, City Manager

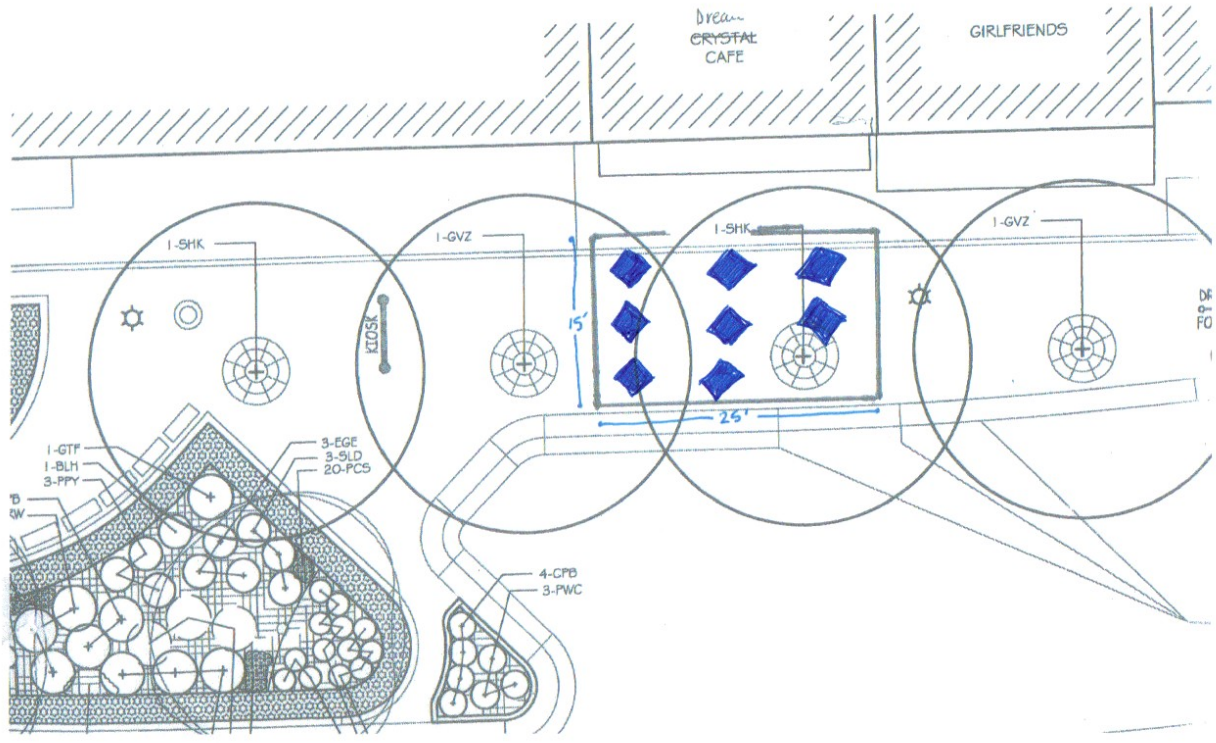
LESSEE

Business Owner

EXHIBIT A
Depiction of Proposed Lease Area



SCALE
1"=10'





Date: March 22, 2010
 Author: Brian Rusche
 Title/ Phone Ext: Senior Planner
x4058
 Proposed Schedule: 1st Reading
 2nd Reading (if applicable): May 3,
2010

CITY COUNCIL AGENDA ITEM

Attach 3
Setting a Hearing on the Pepper Ridge Right-of-Way Vacation

Subject: Pepper Ridge Right-of-Way Vacation – Located at the South End of W. Indian Creek Drive
File # (if applicable): FP-2008-136
Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

Applicant is requesting to vacate a portion of an existing, improved right-of-way in order to facilitate a residential development. A resolution vacating a utility and drainage easement will come forward at the second reading of this ordinance.

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

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

The requested vacation will allow for new residential development and improved circulation in an existing neighborhood by removing excess right-of-way.

Action Requested/Recommendation:

Introduce the Proposed Right-of-Way Vacation Ordinance and Set a Public Hearing for May 3, 2010.

Board or Committee Recommendation:

The Planning Commission forwarded a recommendation of approval at its March 23, 2010 hearing.

Background, Analysis and Options:

See attached report.

Financial Impact/Budget:

None

Legal issues:

None

Other issues:

A request was also made to vacate a utility and drainage easement on the east side of the property. That vacation request will be presented to the City Council on May 3, 2010.

Previously presented or discussed:

No.

Attachments:

Staff report/Background information
Site Location Map / Aerial Photo Map
Comprehensive Plan Map / Existing City Zoning Map
Blended Residential Map
Pepper Ridge Site Plan
Ordinance

BACKGROUND INFORMATION			
Location:		Lot 6, Pepper Tree Filing No. 4 South end of W. Indian Creek Drive	
Applicants:		Owner: Jay Jones – Abzack Investment Group, LLC Representative: Drexel, Barrell & Co.	
Existing Land Use:		Vacant	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Multi-family Residential (Pepper Tree)	
	South	Single-family Residential (The Legends)	
	East	Multi-family Residential (Belhaven)	
	West	Single-family Residential (The Legends)	
Existing Zoning:		R-8 (Residential 8 du/ac)	
Proposed Zoning:		R-8 (Residential 8 du/ac)	
Surrounding Zoning:	North	PD (Planned Development)	
	South	PD (Planned Development)	
	East	R-8 (Residential 8 du/ac)	
	West	R-8 (Residential 8 du/ac)	
Future Land Use Designation:		Residential Medium High (8-16 du/ac)	
Zoning within density range?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

ANALYSIS

1. Background

Pepper Tree, located south of Patterson (F Road) and west of 29 Road, was established in 1981 as a Planned Unit Development (PUD). The property known as Lot 6 of Pepper Tree Filing #4 received approval of a Preliminary Plan known as Pepper Ridge Townhomes on February 26, 2008.

An extension of West Indian Creek Drive is proposed as part of the Pepper Ridge development. The alignment of this road extension will create excess right-of-way along West Indian Creek Drive that is requested to be vacated.

2. Section 2.11.C of the Zoning and Development Code

The vacation of the rights-of-way shall conform to the following:

- a. The Growth Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

This area of the City does not have an applicable neighborhood plan. The vacations are in conformance with the Comprehensive Plan (which replaced the Growth Plan), Grand Valley Circulation Plan and all other policies of the City.

The Comprehensive Plan was adopted by City Council on February 17, 2010. In all instances contained within this staff report, the Future Land Use designation described under the Growth Plan and the Comprehensive Plan are consistent.

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

The proposed vacation of right-of-way will not land lock any parcels of land.

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

Access to developed properties within Pepper Tree shall remain. Specifically, the developer will remove the improvements within the excess right-of-way and reconstruct the access to the parking area adjacent to 583 W. Indian Creek Drive. The extension of West Indian Creek Drive will provide access to the new development.

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

The extension of West Indian Creek Drive will create a connection between Patterson (F Road) and Presley Avenue. The modified alignment, once constructed, creates excess right-of-way that has no public benefit.

- 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.

An existing water line within the proposed right-of-way vacation will be relocated as part of the construction of the street extension.

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

The proposal will provide benefits to the City by eliminating the maintenance responsibilities of the excess right-of-way.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Pepper Ridge application, FP-2008-136, requesting the vacation of a portion of W. Indian Creek Drive public right-of-way, I make the following findings of fact and conclusions:

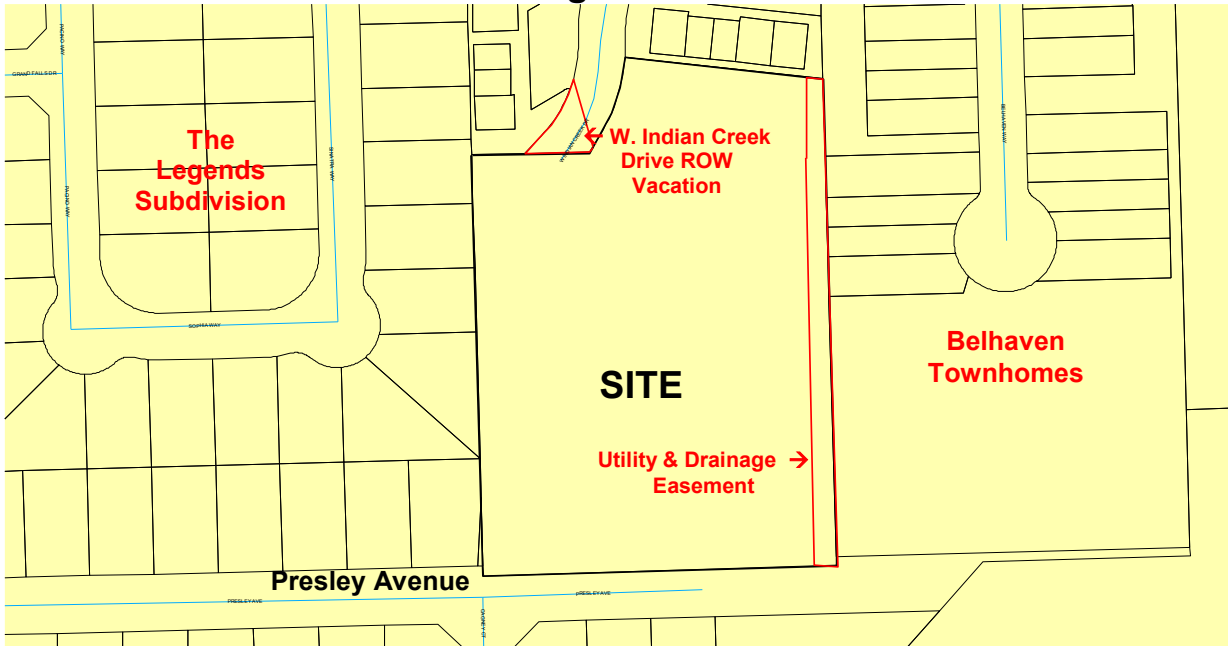
1. The requested right-of-way is consistent with the Comprehensive Plan (as successor to the Growth Plan).
2. The review criteria in Section 2.11.C of the Zoning and Development Code have all been met.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission forwarded a recommendation of approval of the requested rights-of-way vacation, FP-2008-136, to the City Council with the findings and conclusions listed above.

Site Location Map

Figure 1



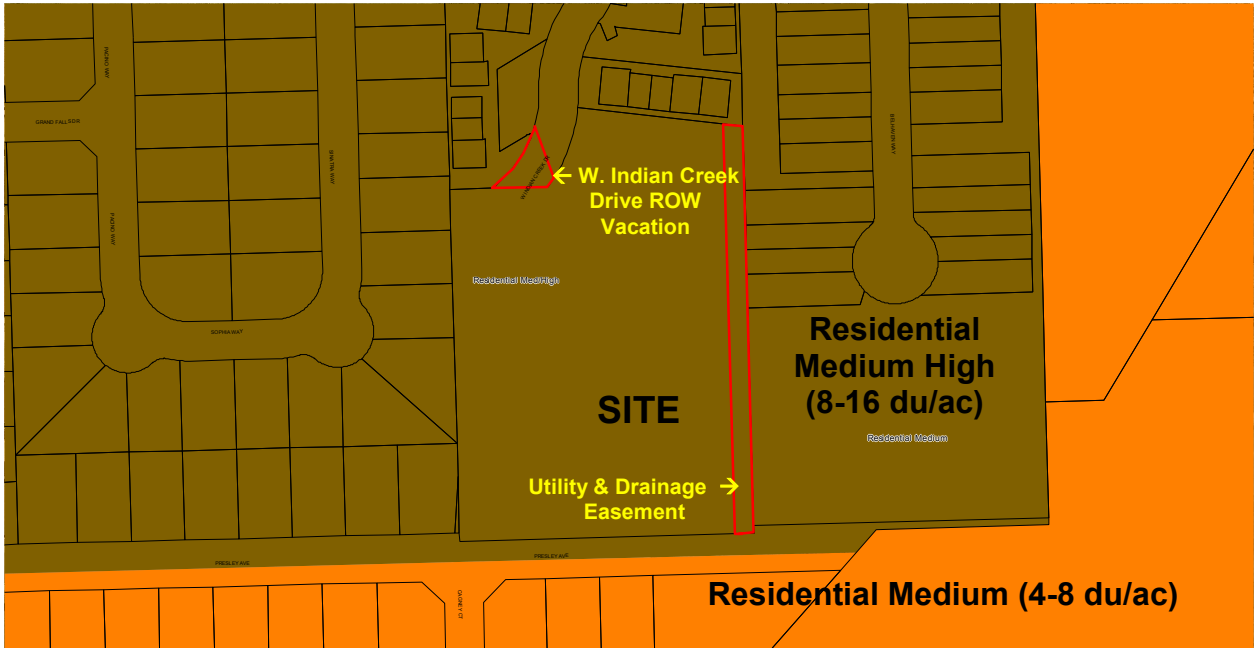
Aerial Photo Map

Figure 2



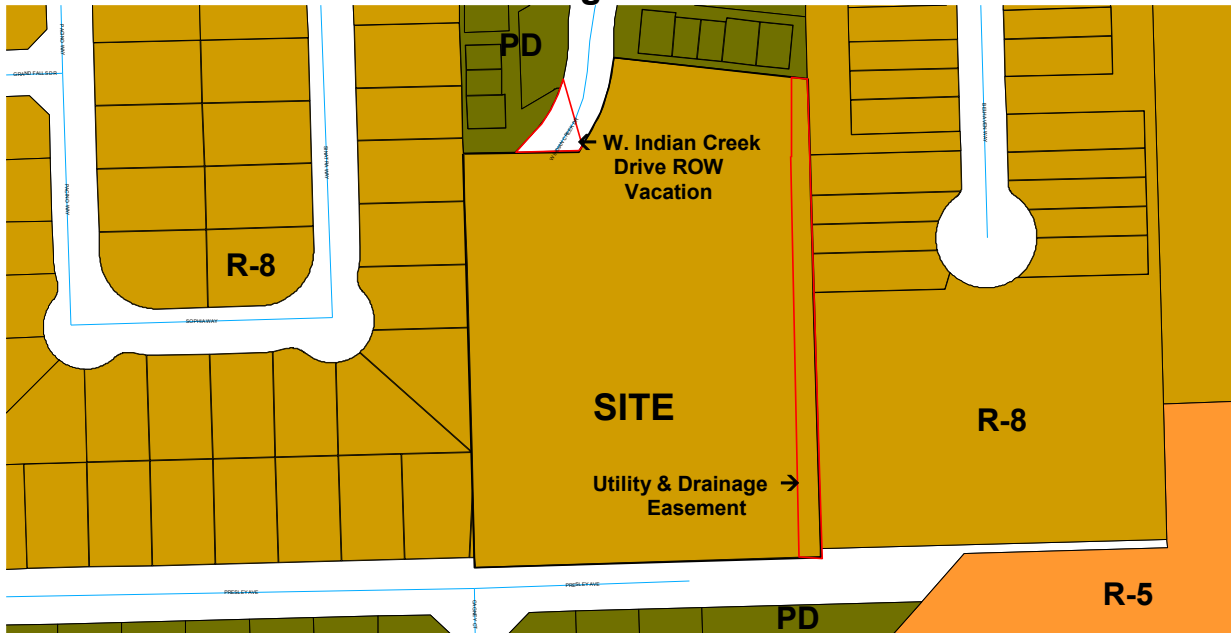
Comprehensive Plan Map

Figure 3



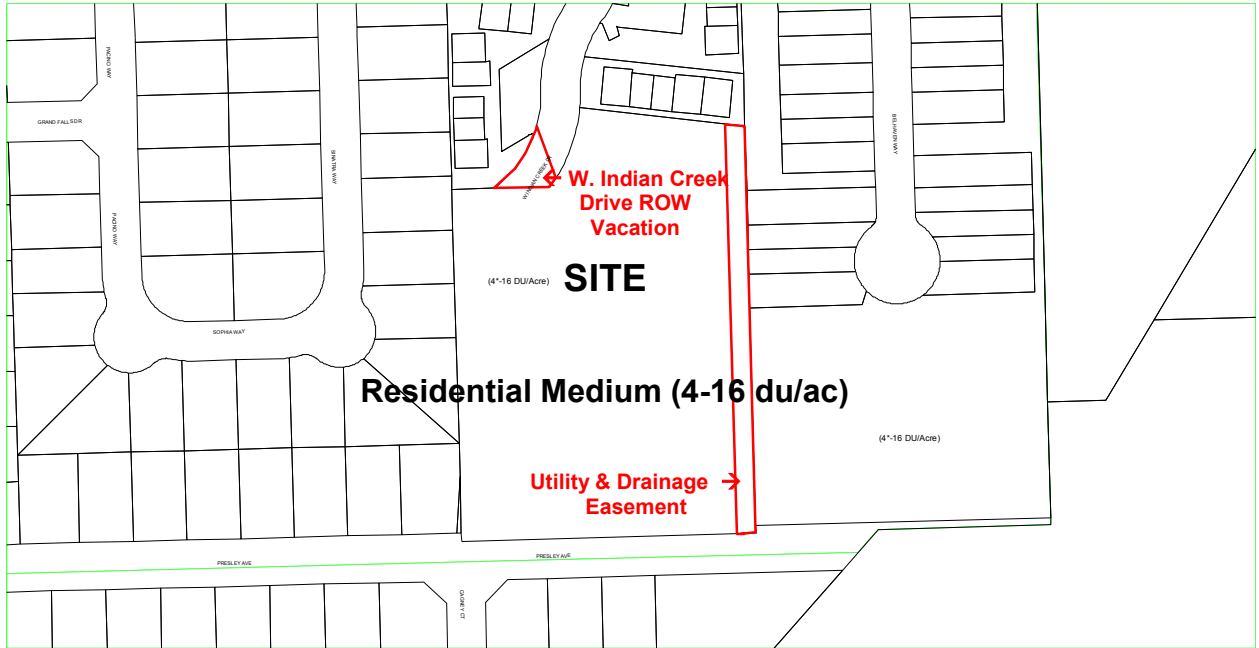
Existing City Zoning

Figure 4



Blended Residential Map

Figure 5



CITY OF GRAND JUNCTION

ORDINANCE NO.

AN ORDINANCE VACATING EXCESS RIGHT-OF-WAY FOR WEST INDIAN CREEK DRIVE LOCATED WITHIN PEPPER TREE FILING NO. 3

RECITALS:

A vacation of the dedicated right-of-way for has been requested by the adjoining property owner.

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 request, 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 right-of-way for is hereby vacated subject to the listed conditions:

1. Applicant shall dedicate additional right-of-way for West Indian Creek Drive through Lot 6 of Pepper Tree Filing No. 4, either via plat or separate instrument, prior to the recording of this Ordinance.
2. The area described herein shall be retained as a temporary multi-purpose easement on, along, over, under, through and across the described area for City-approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, waterlines, telephone lines.
3. Said multi-purpose easement shall be extinguished upon relocation of utilities into new easements or right-of-way.
4. Applicants shall pay all recording/documentary fees for the Vacation Ordinance.

The following right-of-way is shown on the attached exhibit, made part of this vacation.

Dedicated right-of-way to be vacated:

A PORTION OF THE RIGHT-OF-WAY FOR WEST INDIAN CREEK DRIVE, DEDICATED ON THE FINAL PLAT OF PEPPER TREE FILING No. 3, A SUBDIVISION

RECORDED AT RECEPTION NUMBER 1332676 IN THE RECORDS OF THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

“COMMENCING” AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7 AND CONSIDERING THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER TO BEAR NORTH $00^{\circ}01'11''$ WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH $00^{\circ}01'11''$ WEST, ALONG SAID WEST LINE, A DISTANCE OF 392.99 FEET TO THE SOUTHWEST CORNER OF SAID PEPPER TREE FILING No. 3;

THENCE SOUTH $89^{\circ}59'09''$ EAST, ALONG THE SOUTHERLY LINE OF SAID PEPPER TREE FILING No. 3, A DISTANCE OF 50.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID WEST INDIAN CREEK DRIVE AND THE **“POINT OF BEGINNING”**;

THENCE NORTH $44^{\circ}58'46''$ EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.97 FEET TO A POINT OF CURVE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $33^{\circ}47'55''$, A RADIUS OF 128.00 FEET, AN ARC LENGTH OF 75.51 FEET AND A CHORD WHICH BEARS NORTH $28^{\circ}04'48''$ EAST, A DISTANCE OF 74.42 FEET TO A NON-TANGENT POINT;

THENCE SOUTH $04^{\circ}47'16''$ EAST, A DISTANCE OF 32.11 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $16^{\circ}54'11''$, A RADIUS OF 156.50 FEET, AN ARC LENGTH OF 46.17 FEET, AND A CHORD WHICH BEARS SOUTH $13^{\circ}14'22''$ EAST, A DISTANCE OF 46.00 FEET TO A NON-TANGENT POINT OF CURVE ON THE SOUTHERLY LINE OF SAID PEPPER TREE FILING No. 3, WHENCE THE RADIUS POINT BEARS NORTH $53^{\circ}47'59''$ WEST;

THENCE ALONG SAID SOUTHERLY LINE OF PEPPER TREE FILING No. 3 THE FOLLOWING 3 (three) COURSES:

1) SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $01^{\circ}51'49''$, A RADIUS OF 172.00 FEET, AN ARC LENGTH OF 5.59 FEET AND A CHORD WHICH BEARS S $37^{\circ}07'55''$ WEST, A DISTANCE OF 5.59 FEET TO A NON-TANGENT POINT;

2) NORTH 48°36'43" WEST, A DISTANCE OF 0.04 FEET;

3) NORTH 89°59'09" WEST, A DISTANCE OF 60.37 FEET TO THE "**POINT OF BEGINNING**".

CONTAINING 0.044 ACRES OR 1938 SQUARE FEET, MORE OR LESS.

INTRODUCED for first reading on the ___ day of _____, 2010.

ADOPTED on second reading on the _____ day of _____, 2010.

ATTEST:

President of City Council

City Clerk

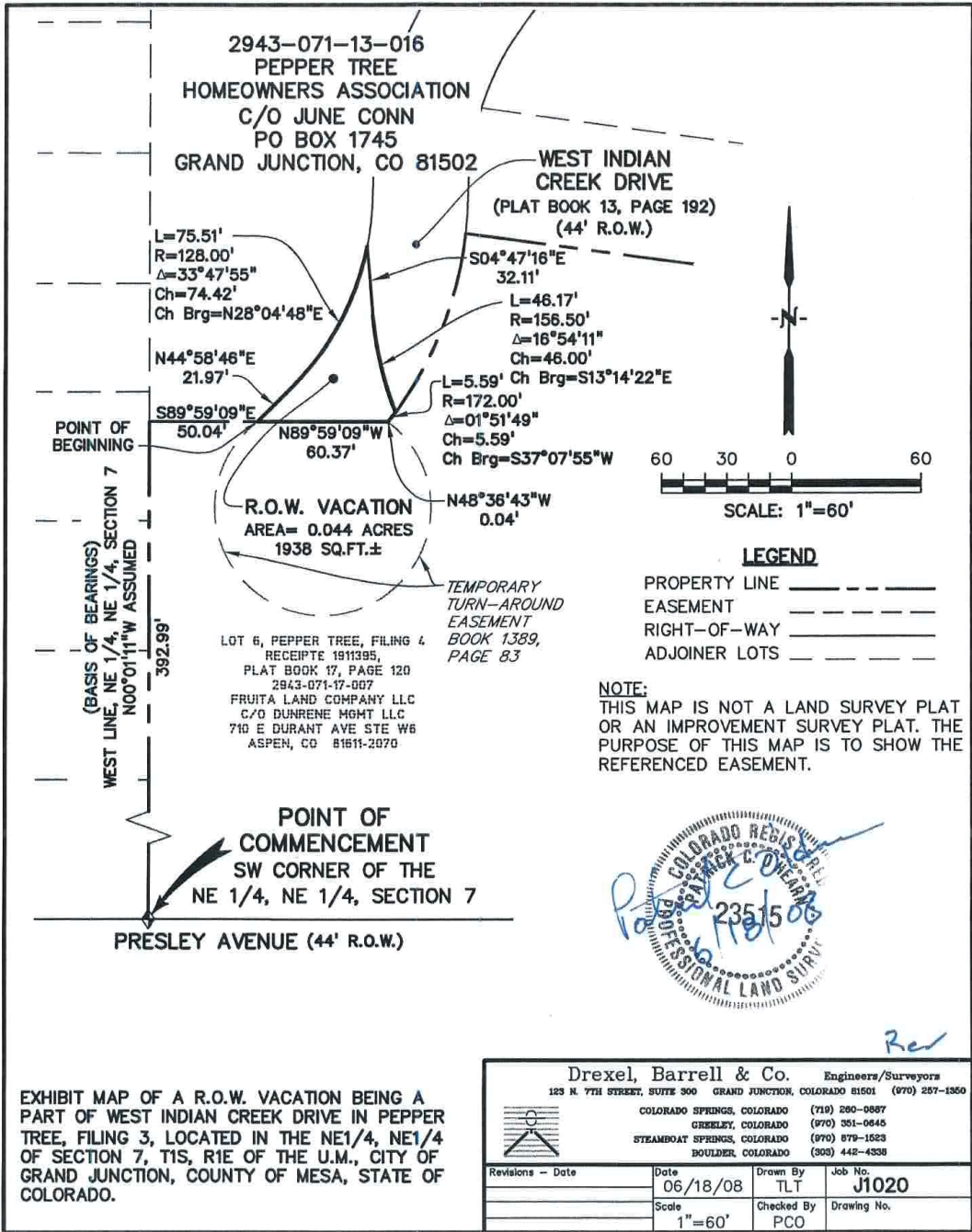


EXHIBIT MAP OF A R.O.W. VACATION BEING A PART OF WEST INDIAN CREEK DRIVE IN PEPPER TREE, FILING 3, LOCATED IN THE NE1/4, NE1/4 OF SECTION 7, T1S, R1E OF THE U.M., CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO.



Drexel, Barrell & Co. Engineers/Surveyors 123 N. 7TH STREET, SUITE 300 GRAND JUNCTION, COLORADO 81501 (970) 297-1350			
COLORADO SPRINGS, COLORADO (719) 260-0887 GREELEY, COLORADO (970) 351-0645 STEAMBOAT SPRINGS, COLORADO (970) 879-1523 BOULDER, COLORADO (303) 442-4338		Rev	
Revisions - Date	Date	Drawn By	Job No.
	06/18/08	TLT	J1020
	Scale	Checked By	Drawing No.
	1"=60'	PCO	



Date: March 24, 2010

Author: Greg Moberg

Title/ Phone Ext: Planning Services Supervisor, ext 4023

Proposed Schedule:

April 5, 2010

CITY COUNCIL AGENDA ITEM

Attach 4 **Setting a Hearing on the Extension Request for the Mesa State Outline Development Plan**

Subject: Extension Request for the Mesa State Outline Development Plan - Located at 29 Road and Riverside Parkway
File #: ODP-2008-154
Presenters Name & Title: Greg Moberg, Planning Services Supervisor

Executive Summary:

This is a request for a two-year extension of the approved Mesa State Outline Development Plan. This request would extend the date that the Developer has to apply for a Preliminary Development Plan from December 15, 2010 to December 15, 2012.

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

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

Policy A: To create large and small “centers” throughout the community that provides services and commercial areas.

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

This Development will create a village center providing services and commercial opportunities to the surrounding neighborhoods and will reduce the amount of vehicle trips and vehicle miles traveled per day.

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

Policy B: Encourage mixed-use development and identifications of locations for increased density.

This development is a mixed use development that will add high density residential units to the market for those seeking housing with a greater quality and quantity of public and/or private open space and easy access to commercial and employment based sites.

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

The Development will encourage commercial and industrial uses to locate to the City of Grand Junction by creating more commercially and industrial zoned properties.

Action Requested/Recommendation:

Introduce the Proposed Ordinance and Set a Public Hearing for April 19, 2010.

Board or Committee Recommendation:

Planning Commission recommended approval for the requested extension on January 26, 2010.

Background, Analysis and Options:

See attached Staff Report/Background Information

Financial Impact/Budget: None

Legal issues: None

Other issues: None

Previously presented or discussed:

City Council approved the Outline Development Plan on December 15, 2008.

Attachments:

1. Staff report/Background information
2. Site Location Map / Aerial Photo Map
3. Comprehensive Plan Map/ Existing City and County Zoning Map
4. Zoning Ordinance

BACKGROUND INFORMATION					
Location:		2899 D ½ Road			
Applicants:		Owner: Mesa State College Real Estate Foundation Applicant: University of Colorado Real Estate Center Representative: Ciavonne, Roberts and Associates			
Existing Land Use:		Agriculture/Vacant/CSU Facility/Lineman School			
Proposed Land Use:		Mixed Use: Residential/Commercial/Industrial			
Surrounding Land Use:	North	Industrial			
	South	Single Family Residential			
	East	Single Family Residential			
	West	State Offices/Cemetery			
Existing Zoning:		County PUD			
Proposed Zoning:		PD (Planned Development)			
Surrounding Zoning:	North	I-1 (Light Industrial)			
	South	County RSF-R, County RSF-2, County PUD, R-4 (Residential 4 du/ac), PD (Planned Development)			
	East	County RSF-R			
	West	County PUD			
Growth Plan Designation:		Mixed Use			
Zoning within density range?		X	Yes		No

ANALYSIS

1. Background

The property was annexed into the City on June 6, 2007 but was not zoned pending a decision on the requested Growth Plan Amendment. On March 5, 2008 the City Council amended the Growth Plan – Future Land Use Map from Public to a Mixed Use designation. On December 15, 2008, the City Council approved the Outline Development Plan (ODP).

Uses and Development Character

The proposal was to allow multifamily residential, commercial and industrial uses within four pods. Pod A would be developed as industrial. Pods B and C would be developed principally as commercial with the ability to include multifamily residential. Pod D would be developed principally as residential allowing limited commercial development. Pods B, C, and D would allow a mix of uses both residential and commercial with commercial

uses being the principle uses of Pods B and C and residential use being the principle use of Pod D.

Pod A only allows commercial and industrial uses and does not allow residential uses. Also Pod A has no limitation in the amount of square footage at buildout. The limitation will be subject to parking and bulk standards. Pods B and C will contain a maximum of 450,000 square feet and 115,000 square feet of commercial respectively. The maximum building size for any commercial structure will be 250,000 square feet. It should be noted that a Traffic Impact Study (TIS) has not been completed for the proposed development. A TIS will determine if additional commercial development (square footage) can occur on the site relative to the capacity of the road system.

Unified development of the site is proposed with similar architectural styles and themes across the four pods including common landscape features and streetscape character. The Applicant is also proposing that detached trails will be located along 29 Road and the Riverside Parkway.

Density

The overall proposed residential density of the development is 1,124 dwelling units. These multifamily units can be located within Pods B, C, and D. Pod B allows a maximum 371 dwelling units and Pod D allows a maximum 754 dwelling units. A maximum density for Pod C has not been established therefore any units located in Pod C would be subject to the maximum overall density and would have to be subtracted from the total 1,124 units. The maximum density of Pods B, C and D is 10.90 dwelling units per acre which is consistent with the density allowed in the M-U zone.

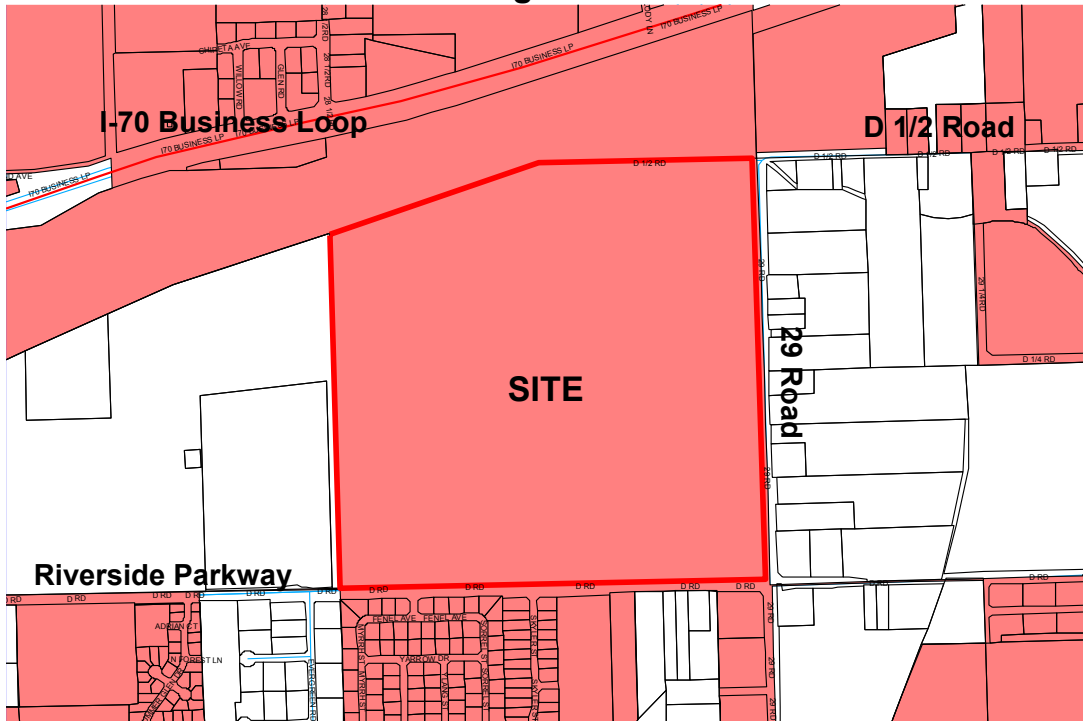
Phasing Schedule

The Preliminary Development Plan was to be submitted within 2 years after approval of the ODP or by December 15, 2010. If approved Preliminary Development Plan would need to be submitted on or before December 15, 2012.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested extension on January 26, 2010.

Site Location Map

Figure 1



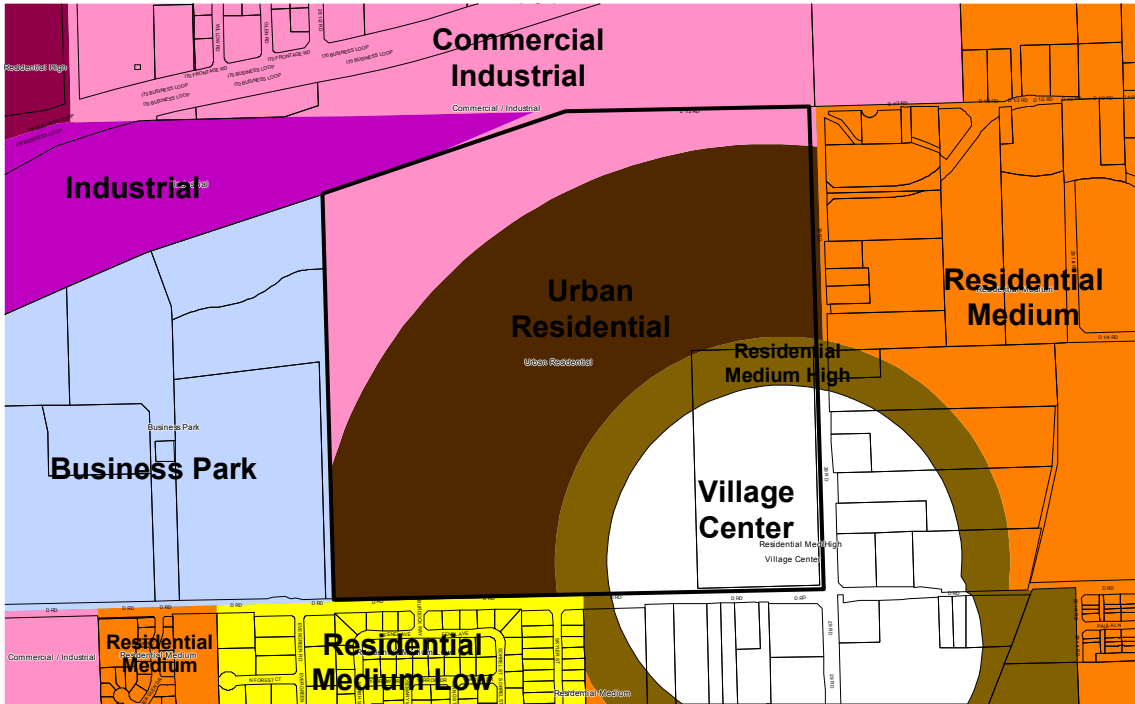
Aerial Photo Map

Figure 2



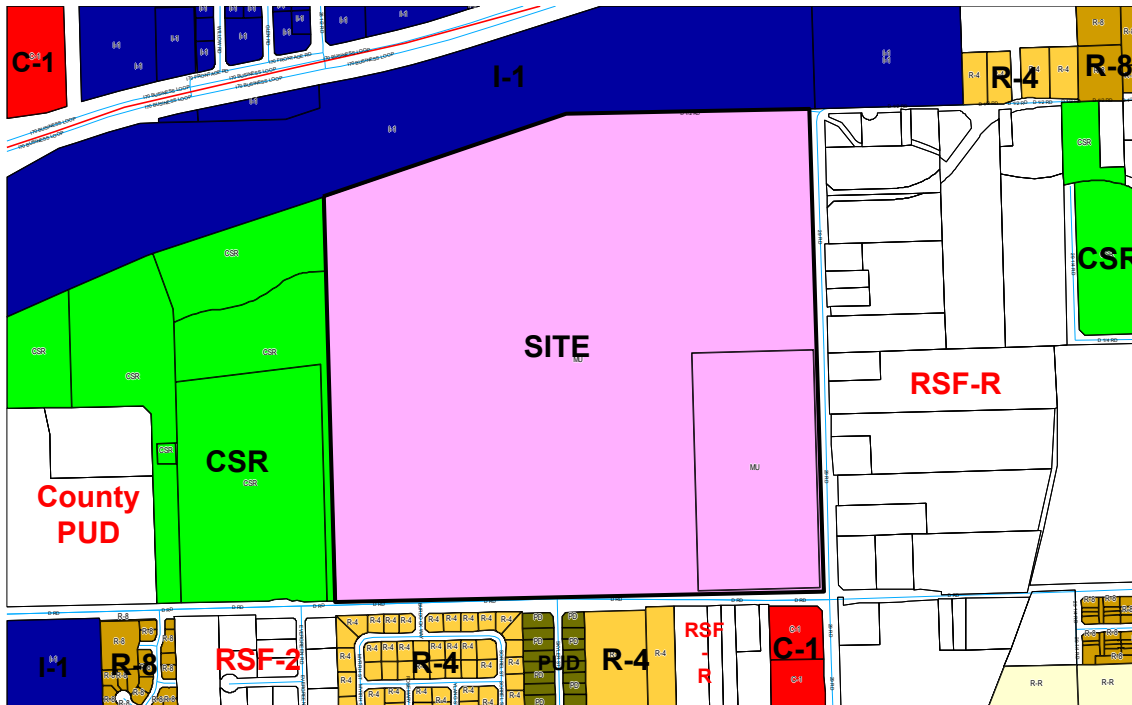
Comprehensive Plan Map

Figure 3



Existing City and County Zoning Map

Figure 4



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

AN ORDINANCE AMENDING ORDINANCE NO. 4314 ZONING THE MESA STATE DEVELOPMENT TO PD (PLANNED DEVELOPMENT)

LOCATED AT 2899 D 1/2 ROAD

Recitals:

On December 15, 2008 the City Council approved Ordinance No. 4314 zoning 154.05 acres to PD (Planned Development) with an Outline Development Plan (Plan) and a default M-U (Mixed Use) zone.

Ordinance No. 4314 referred to and incorporated by reference the "Findings of Fact and Conclusions listed in the Staff Reports dated November 10, 2008 and November 17, 2008 including attachments and Exhibits." One of the Findings of Fact and Conclusions in the Staff Report was a phasing/development schedule for the project.

Due to the change in the economy and the Applicant's desire to delay the project, the phasing/development schedule for the project needs to be amended.

Planning Staff has reviewed the Applicant's request to extend the phasing/development schedule for an additional to two years, to wit, to and through December 15, 2012, and supports the request.

All other approvals made by and in accordance with Ordinance No. 4314 shall remain the same.

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

The phasing/development schedule approved by reference in Ordinance No. 4314 is amended to provide for and allow an additional two (2) years (to December 15, 2012) for the development of the project/land described in said Ordinance.

All other approvals made by and in accordance with Ordinance No. 4314 shall remain the same.

INTRODUCED on first reading on the _____ day of _____, 2010 and ordered published.

ADOPTED on second reading the _____ day of _____, 2010.

ATTEST:

President of the Council

City Clerk



Date: Thurs., March 25, 2010

Author: Lydia Reynolds

Title/ Phone Ext: Planning Tech.
x4026

Proposed Schedule: _____
Monday, April 5, 2010

CITY COUNCIL AGENDA ITEM

Attach 5 **Drake Subdivision Vacation of Easement**

Subject: Drake Subdivision Vacation of Easement - Located at 488 23 Road.
File # VE-2009-153:
Presenters Name & Title: Lori Bowers, Senior Planner

Executive Summary:

A request to vacate and relocate a 15-foot irrigation easement across Lot One, Lamplite Subdivision located at 488 23 Road.

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

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

Goal 6: Land use decisions will encourage preservation and appropriate reuse.

The vacation of this easement will allow ordered and balanced growth for better design of the building envelope. This results in an appropriate reuse by relocating it to the northern end of the lot.

Action Requested/Recommendation:

Adopt the Resolution Vacating the Irrigation Easement.

Board or Committee Recommendation:

At the March 23, 2010 Planning Commission Hearing, the Planning Commission recommended to City Council approval of the requested vacation.

Background, Analysis and Options:

See attached Staff Report / Background Information.

Financial Impact/Budget:

N/A

Legal issues:

N/A

Other issues:

There are no other related issues.

Previously presented or discussed:

March 23, 2010 Planning Commission Public Hearing

Attachments:

Site Location Map / Aerial Photo Map
Future Land Use Map / Existing City and County Zoning Map
Blended Residential Map
Resolution

BACKGROUND INFORMATION					
Location:		488 23 Road			
Applicants:		Henry Drake, Owner Mike Drake, Representative			
Existing Land Use:		Vacant Residential Lot			
Proposed Land Use:		Residential Simple Subdivision			
Surrounding Land Use:	North	Residential			
	South	Church			
	East	Residential			
	West	Residential			
Existing Zoning:		R-2 (Residential-2 units/acre)			
Proposed Zoning:		No Change			
Surrounding Zoning:	North	County RSF-4			
	South	County RSF-4			
	East	County RSF-4			
	West	County RSF-4			
Growth Plan Designation:		Residential Medium Low, 2-4 du/ac			
Zoning within density range?		X	Yes		No

ANALYSIS

1. Background

The property was annexed into the City in 2007 as the Davis Annexation. The applicants wish to subdivide this parcel into two lots. The existing 15-foot easement diagonally bisects Lot 1 of the proposed subdivision. The vacation of this easement will allow for better design of the building envelope by relocating it to the northern end of the lot.

2. Section 2.11.C of the Zoning and Development Code

The vacation of the irrigation easement shall conform to the following:

- g. The Comprehensive Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

Vacation and relocation of this easement does not conflict with the Goals and Policies of the Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City.

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

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

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

Access to any parcel will not be restricted. The irrigation ditch has been relocated allowing users access to water.

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

There are no adverse impacts to the general community. The quality of public facilities and services provided is not reduced due to this vacation request as the ditch has been relocated on the northern portion of the lot.

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

Provision of adequate public facilities and services will not be inhibited to any property.

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

The vacation of the 15-foot irrigation easement will benefit the neighborhood by allowing more buildable area.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Easement Vacation application, VE-2009-153 for the vacation and relocation of a 15-foot irrigation easement, staff makes the following findings of fact and conclusions:

3. The requested easement vacation is consistent with the Comprehensive Plan.
4. The review criteria in Section 2.11.C of the Zoning and Development Code have all been met.

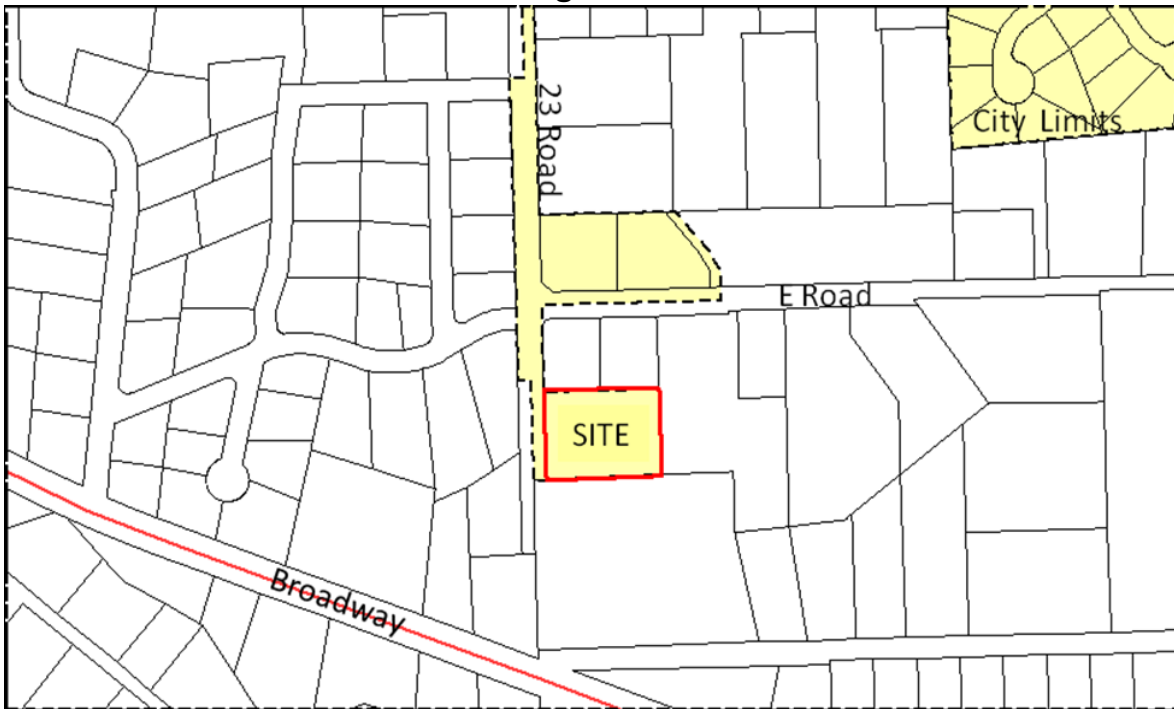
5. This resolution is conditioned upon recording of the Drake Subdivision Final Plat.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission forwards a recommendation of approval to the City Council on the request to vacate the 15-foot irrigation easement with the findings of fact and conclusions in the staff report.

Site Location Map

Figure 1



Aerial Photo Map

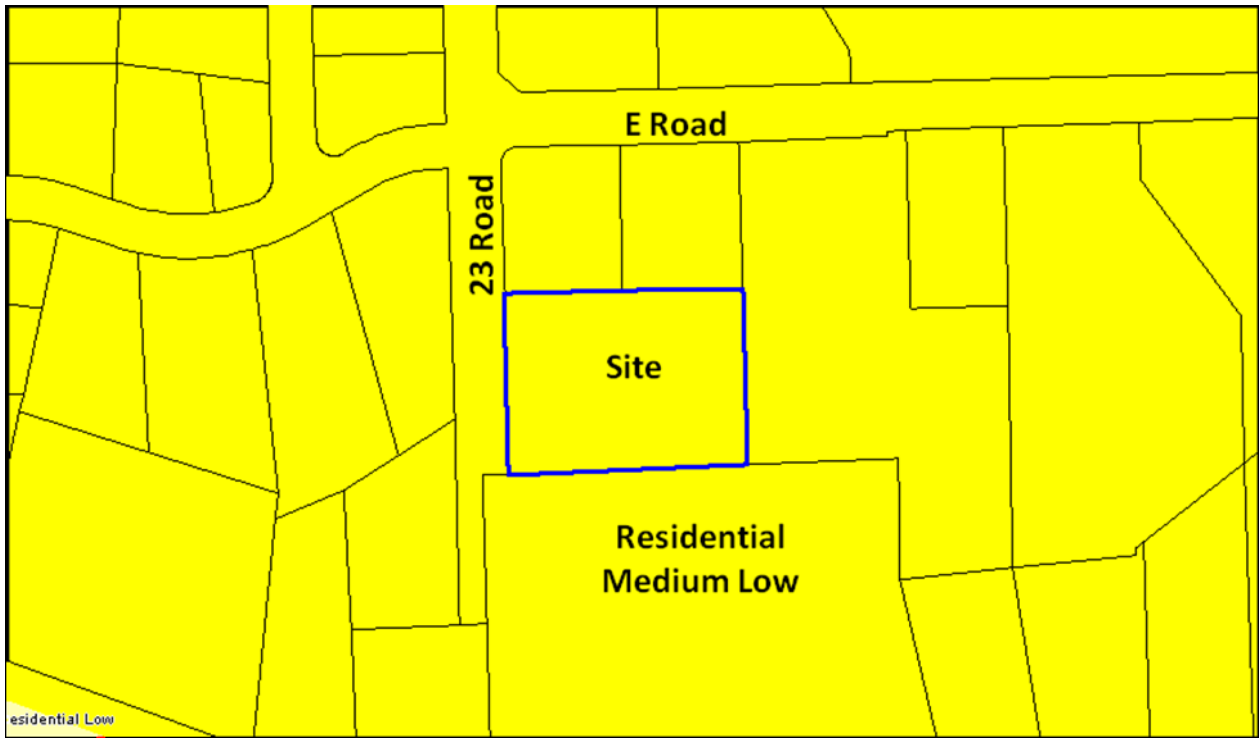
Figure 2



Future Land Use Map

Comprehensive Plan Map

Figure 3



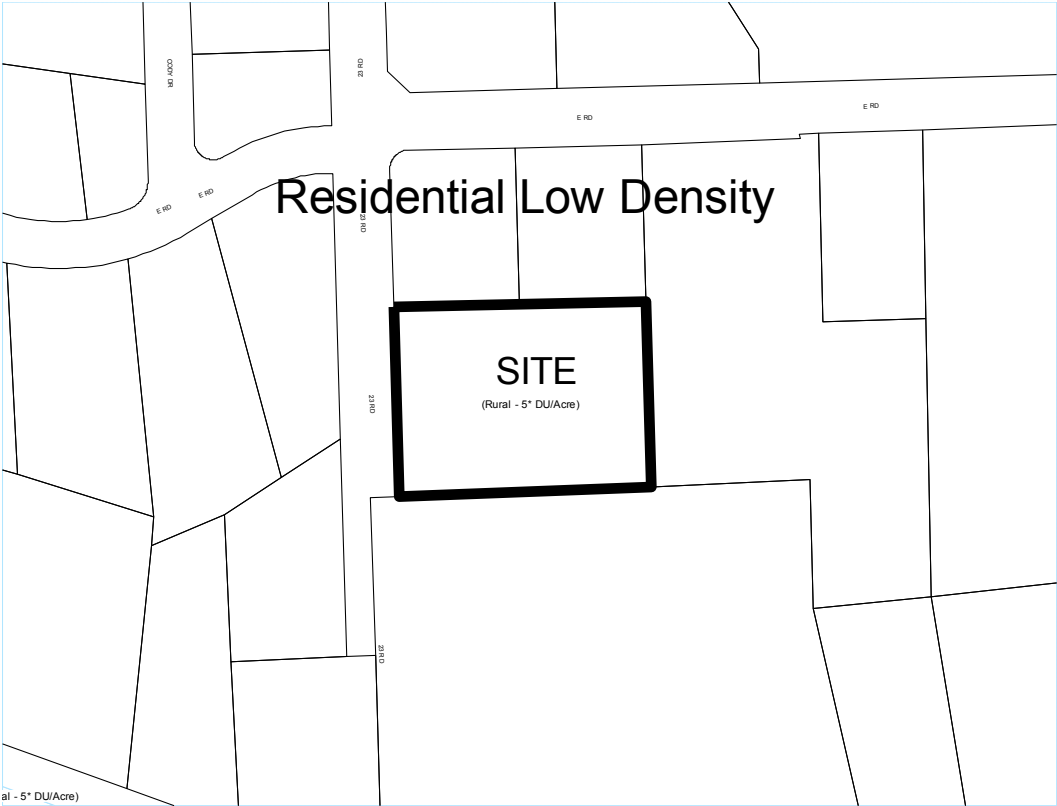
Existing City and County Zoning Map

Figure 4



Blended Residential Map

Figure 5



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

**A RESOLUTION VACATING A PORTION OF AN IRRIGATION EASEMENT
LOCATED ON LOT ONE, AND RELOCATING IT ON THE NORTHERN END OF LOT
ONE, LAMPLITE SUBDIVISION, 488 23 ROAD**

Recitals:

A request for the vacation of a portion of an irrigation easement has been submitted in accordance with the Zoning and Development Code. The applicant has requested that the easement located on Lot One, Lamplite Subdivision, which runs diagonally across the lot, be vacated on Lot One, the northern most portion and as shown on the attached Exhibit A. The request for a partial vacation of the easement will clear the property for future development of Lot One, Lamplite Subdivision, by providing a more desirable building envelope.

In a public hearing, the Planning Commission reviewed the request for vacation of the easement and determined that it satisfied the criteria as set forth and established in Section 2.11.C of the Zoning and Development Code. The proposed vacation is also consistent with the purpose and intent of the Comprehensive Plan.

VACATED IRRIGATION EASEMENT DESCRIPTION

A portion of a 15 foot Irrigation Easement as dedicated and situate in Lot One, Lamplite Subdivision as recorded in Plat Book 11 at Page 94 also located in the NW 1/4 NW 1/4 of Section 17, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being described as follows:

Commencing at the N 1/16 corner of said Section 17;
thence N00°04'03"W a distance of 927.46, being the basis of bearing along the west line of said NW 1/4 NW 1/4;
thence N89°55'57"E a distance of 45.00 feet to the point of beginning;
thence N00°04'03"W a distance of 17.02 feet;
thence N61°45'20"E a distance of 137.95 feet;
thence S89°59'03"E a distance of 27.76 feet;
thence S54°42'12"W a distance of 15.13 feet;
thence S61°45'20"W a distance of 155.41 feet to the point of beginning.
Said strip contains 0.05 acres more or less.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA SHOWN ON EXHIBIT A ATTACHED, WHICH IS INCORPORATED HEREIN IS HEREBY VACATED. THIS VACATION IS EFFECTIVE UPON THE RECORDING OF THE DRAKE SUBDIVISION PLAT WHICH

SHALL CONTAIN THE NEW EASEMENT (15 FOOT IRRIGATION EASEMENT) AS SHOWN ON EXHIBIT A

PASSED on this _____ day of _____, 2010.

ATTEST:

City Clerk

President of Council

EXHIBIT A

LOT ONE, LAMPLITE SUBDIVISION
PLAT BOOK 11 AT PAGE 94

2945-172-22-002
2301 E RD
MOORE CLIFFORD L

NW COR
SEC 17
T15, R1W, U.M.

LOTS TWO & THREE, LAMPLITE SUBDIVISION
PLAT BOOK 11 AT PAGE 94

NW COR
LOT 1

20' UTILITY & DRAINAGE EASEMENT

30'

23 ROAD

15' IRRIGATION EASEMENT

10' 10"

FUTURE 15' IRRIGATION EASEMENT

S89°59'03"E

27.76'

S54°42'12"W

15.13'

LOT 1

137.95'

N61°45'20"E

155.41'

VACATED
15' IRRIGATION EASEMENT
0.05 ACRES

N00°04'03"W

17.02'

S61°45'20"W

N89°55'57"E

45.00'

P. O. B.

2945-172-22-001
488 23 ROAD
HENRY G. & JUDITH K. DRAKE

BASIS OF BEARING FROM: G. V. A. L. C. S.

N00°04'03"W
927.46'

N 1/16 COR
SEC 17
T15, R1W, U.M.



MICHAEL W. DRISSSEL PLS 20677

NOT TO SCALE
LINEAL UNITS = U. S. SURVEY FEET

D H SURVEYS, INC.
970-245-8749
JOB #1146-09-01



Date: March 9, 2010
 Author: Scott Hockins
 Title/ Phone Ext: Purchasing
Supervisor, 244-1484
 Proposed Schedule: April 5, 2010
 2nd Reading
 (if applicable): _____

CITY COUNCIL AGENDA ITEM

Attach 6
Construction Contract for Easter Hill Sewer
Improvement District

Subject: Construction Contract for Easter Hill Sewer Improvement District
File # (if applicable):
Presenters Name & Title: Tim Moore, Public Works and Planning Director Jay Valentine, Assistant Financial Operations Manager

Executive Summary:

Upon completion of the Easter Hill Sewer Improvement District, seven properties will be able to connect to the Persigo Waste Water Treatment Plant and abandon their existing septic systems. The property owners and Persigo will share in the cost of providing the sewer service. Infrastructure will also be in place so that, at a future date, an additional 27 properties may be served by the Persigo System.

How this action item meets City Council Comprehensive Plan Goals and Policies:

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

This project will allow the benefitting properties a more reliable means to dispose of sewage. This is also seen as a benefit by the Colorado Department of Public Health and Environment.

Action Requested/Recommendation:

Authorize the City Purchasing Division to Enter into a Construction Contract for the Easter Hill Sewer Improvement District with Sorter Construction Company, Inc. in the Amount of \$106,585. Award is to be Contingent on Formation of the District by the Mesa County Board of County Commissioners.

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

A formal solicitation was advertised in the Daily Sentinel, and sent to a source list of local contractors including the Western Colorado Contractors Association (WCCA). The following bids were received on March 9, 2010:

Company	Location	Bid Amount
Sorter Construction, Inc.	Grand Junction, CO	\$106,585.00
M.A. Concrete Construction	Grand Junction, CO	\$122,417.58
BWR Constructors	Durango, CO	\$136,764.00

This project will be constructed under the Septic System Elimination Program that was adopted by City Council and Mesa County Commissioners in May of 2000. This program encourages neighborhoods to form sewer improvement districts, such as this one, by providing financing for the project as well as underwriting 30% of the costs to extend sewer service to their property lines.

Land owners located in the unincorporated area along Easter Hill are circulating a petition for the formation of an improvement district. If the petition is deemed favorable, the Mesa County Board of County Commissioners may create an improvement district for the installation of sanitary sewer facilities.

Should the District be formed, work is scheduled to begin on or about April 26, 2010 and continue for 33 calendar days with an anticipated completion date of May 28, 2010.

Financial Impact/Budget:

The City of Grand Junction Persigo System is utilizing Build America Bonds to secure to funds for various sewer system improvements and system expansion projects. The total budget for these improvements is \$4,600,000.

This project includes the Easter Hill Sewer Improvement District, and potential for additional sewer improvement districts, which is budgeted at \$1,080,000. After the bids were received for the construction contract, the total project costs as summarized below came in at \$129,277.00 resulting in an available balance for additional sewer improvement districts of \$950,723.

The remaining budget for the 2010 sewer system improvement and expansion projects will then be \$4,470,723 (\$4,600,000 less \$129,277).

Project Costs Easter Hill SID:

Total Construction Contract Amount -	\$106,585.00
Design Costs -	\$12,192.00
City Construction Inspection & Contract Admin.	<u>\$10,500.00</u>
Total Project Cost Easter Hill SID-	\$129,277.00

Legal issues:

None

Other issues:

The Easter Hill Sewer Improvement District has received a favorable petition from the affected property owners and is now awaiting approval from the Mesa County Board of Commissioners on May 10, 2010.

In 2000 the City Council and Mesa County Commissioners created the Septic System Elimination Program that provides financial assistance for property owners who wish to participate in improvement districts. This program authorizes the City and Mesa County to pay 30% of the improvement district costs. to promote the elimination of septic systems in the Persigo sewer service area. In 2010, \$1,080,000 is budgeted to fund improvement districts that will extend sanitary sewer service to various neighborhoods.

Items preceded by a √ indicate steps already taken with this Improvement District and the item preceded by a ► indicates the step being taken with the current Council action.

- √ Residents in the Canary Lane neighborhood provide a favorable non-binding petition to move forward with engineering design, and receipt of bids for the proposed Mesa County Local Improvement District. This district is part of the Septic System Elimination Program.
- ► City Council awards a construction contract for the project contingent on legal formation of the Mesa County Local Improvement District.
- Mesa County Commissioners pass a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.
- Mesa County Commissioners conduct a public hearing and pass a Resolution creating the Improvement District. The public hearing is for questions regarding validity of the submitted petition, and for questions regarding the petition process.
- Construction.
- After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the Improvement District.
- Mesa County Commissioners pass a Resolution approving and accepting the improvements, give notice of a public hearing concerning a proposed Assessing Ordinance, and conduct a first reading of a proposed Assessing Ordinance.

- Mesa County Commissioners conduct a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
- Notice of Assessment is mailed to affected property owners.
- The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at anytime during the ten-year period.

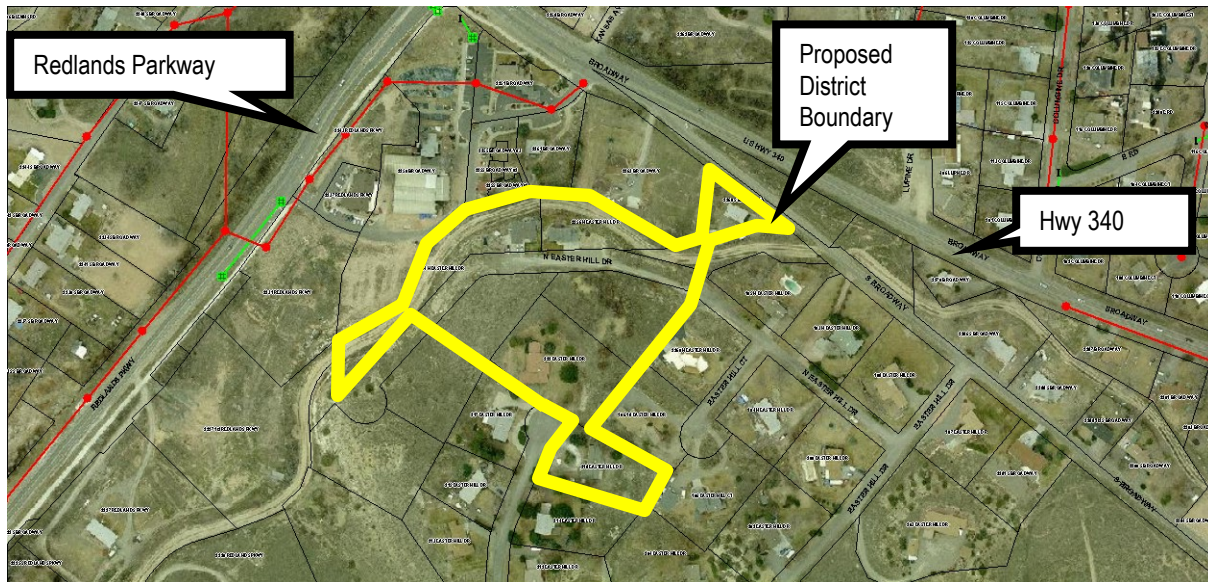
Should the District be formed, work is scheduled to begin on or about May 17, 2010 and continue for 39 calendar days with an anticipated completion date of June 25, 2010.

Previously presented or discussed:

N/A

Attachments:

**Easter Hill Neighborhood
Proposed District Boundary**





Date: March 26, 2010

Author: Duane Hoff Jr.

Title/ Phone Ext: Buyer/1545

Proposed Schedule: April 5,
2010

CITY COUNCIL AGENDA ITEM

Attach 7 **Contract for Hot Mix Asphalt for Streets Division** **2010**

Subject: Contract for Hot Mix Asphalt for Streets Division 2010
File # (if applicable):
Presenters Name & Title: Terry Franklin, Deputy Director of Utilities, Streets and Facilities Jay Valentine, Assistant Financial Operations Manager

Executive Summary:

This request is for the purchase of approximately 2,000 tons of hot mix asphalt for the Streets Division to be used for road work and repairs for 2010. This material will be used to pave, re-pave, and repair numerous streets and roads throughout the City.

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

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

Paving, repairing, and enhancing distressed street areas will help to ensure smooth and safer traffic flow.

Action Requested/Recommendation:

Authorize the Purchasing Division to Purchase Approximately 2,000 Tons of Hot Mix Asphalt, on behalf of the Streets Division, from Elam Construction for an Estimated Amount of \$121,980.

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

Each year the City's Streets Division is required to pave, re-pave, and repair numerous streets throughout the City. A formal Invitation for Bids was issued via BidNet (an on-

line site for government agencies to post solicitations), sent to a source list of vendors, advertised in The Daily Sentinel, and sent to the Western Colorado Contractors Association (WCCA). Two companies submitted formal bids, which were found to be responsive and responsible, in the following amounts:

Company	City, State	Total
Elam Construction	Grand Junction, CO	\$121,980
United Companies	Grand Junction, CO	\$136,000

NOTE: These are the only two companies in the area that provide hot mix asphalt.

Financial Impact/Budget:

The Streets Division has budgeted \$125,672 for this purchase.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

N/A



Date: 03/24/10

Author: Duane Hoff Jr.

Title/ Phone Ext: Buyer/1545

Proposed Schedule:

04/05/10

CITY COUNCIL AGENDA ITEM

Attach 8

Contracts for of Aggregate and Road Material

Subject: Contracts for of Aggregate and Road Material for Streets and Water Divisions 2010
File # (if applicable):
Presenters Name & Title: Terry Franklin, Deputy Director of Utilities, Streets and Facilities Jay Valentine, Assistant Financial Operations Manager

Executive Summary:

This request is for a contract award for the purchase of various sizes of aggregate and road materials for the City's Streets and Water Divisions for 2010. The Streets Division will use the aggregate and road materials for chip sealing as well as providing a stronger longer lasting base on which to apply the chip seal process. The Water Division also uses aggregate materials for installation and repair of water lines.

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

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

The repair of unsightly areas of roads and neighborhood streets shall visually enhance the "curbside" appeal within our City.

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

Paving, chip sealing, repairing, and enhancing distressed street areas will help to ensure smooth and safer traffic flow and create a greater longevity for existing roads.

Action Requested/Recommendation:

Authorize the Purchasing Division to Enter into a Contract with Whitewater Building Materials and Grand Junction Concrete Pipe Co. to Provide Aggregate and Road Materials for the Streets Division, as well as a Contract with Gary Rinderle Construction to Provide Aggregate for the Water Division, for a Combined Estimated Amount of \$147,300

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

Each year the City's Streets Division conducts repairs and maintenance of numerous streets and roads in its jurisdiction. The aggregate and road materials are used for chip sealing as well as providing a stronger longer lasting base on which to apply the chip seal process. This method of maintenance and repair not only extends the life of the existing road or street at a greatly reduced price compared with re-asphalting process, but also provides citizens and tourists safer roads. The Water Division also uses aggregate materials for numerous water and piping projects. The solicitation was structured to allow for individual awarding of each type of aggregate material in order to maximize the overall potential savings.

A formal Invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitations), advertised in The Daily Sentinel, and sent to a source list of local contractors including the Western Colorado Contractors Association (WCCA) and Associated Builders and Contractors (ABC). Six companies submitted a formal bid, which were found to be responsive and responsible, in the following amounts:

STREETS DIVISION

Company	1/4" Chips	3/4" Chips	3/8" Chips	3/4" Road Base
J & K Trucking	No Bid	\$7,287.50	No Bid	\$7,740.00
White Water Bldg	\$86,400.00	\$9,075.00	\$57,750.00	\$6,060.00
Parkerson Construction	No Bid	No Bid	No Bid	\$6,900.00
Grand Junction Pipe	\$67,200.00	\$6,050.00	\$59,150.00	\$5,400.00
Gary Rinderle Const.	No Bid	\$6,462.50	No Bid	\$5,400.00
M.A. Concrete	No Bid	No Bid	No Bid	\$5,700.00

LOW BID

WATER DIVISION (Non Delivered)

Company	3/4" Road Base	1 1/2"-2" Base	3/4" Crushed
J & K Trucking	No Bid	No Bid	No Bid
White Water Bldg	\$3,240.00	\$6,200.00	\$3,900.00
Parkerson Construction	\$3,000.00	\$6,000.00	\$4,800.00
Grand Junction Pipe	\$2,800.00	\$5,400.00	\$4,500.00
Gary Rinderle Const.	\$2,380.00	\$4,680.00	\$3,840.00
M.A. Concrete	\$3,400.00	\$6,800.00	\$6,300.00

LOW BID

Summary of Results

Company	City, State	Awarded Aggregate	Total
Whitewater Building Materials Corp.	Grand Junction, CO	3/8" Chips	\$57,750
Grand Junction Concrete Pipe Co.	Grand Junction, CO	1/4" Chips, 3/4" Chips	\$73,250
Gary Rinderle Construction	Grand Junction, CO	3/4" Road Base, 1 1/2"-2" Base, 3/4" Crushed	\$16,300
GRAND TOTAL			\$147,300

Financial Impact/Budget:

Budget for this purchase exists in the materials account in both the General Fund and the Water Fund operating accounts. Budgeted amount is \$150,000.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

N/A



Date: March 29, 2010
 Author: Belinda White
 Title/ Phone Sr. Adm. Assist.
 Ext: 1508
 Proposed Schedule: April
5/7, 2010
 2nd Reading
 (if applicable): NA

CITY COUNCIL AGENDA ITEM

Attach 9
Schuckman Boundary Line Agreement

Subject: Schuckman Boundary Line Agreement
File # (if applicable):
Presenters Name & Title: John Shaver, City Attorney

Executive Summary:

The City Council Property Committee has recommended that the Schuckman’s (829 West Main Street) and the City (803 West Colorado Avenue) determine and fix a common boundary line between the properties.

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

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

By resolving the boundary line dispute the property owners can move forward on development of the property.

Action Requested/Recommendation:

Authorize the City Manager to Sign the Proposed Boundary Line Agreement.

Board or Committee Recommendation:

The City Council Property Committee has recommended a determined and fixed common boundary line between the two properties.

Background, Analysis and Options:

The City Council Property Committee reviewed the proposal and recommended the Boundary Line Agreement.

Financial Impact/Budget:

NA

Legal issues:

Legal has reviewed and approved the form of the Agreement.

Other issues:

None.

Previously presented or discussed:

Not previously presented

Attachments:

Boundary Line Agreement
Exhibit "A"
Area in Dispute
Agreed Upon Line

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT ("Agreement") is executed this ____ day of April, 2010 at Grand Junction, Colorado. The parties to this Agreement are Russell and Norma J. Schuckman ("Schuckman") whose address is 829 West Main Street, Grand Junction, Colorado 81501, and the City of Grand Junction Colorado, a Colorado Municipal Corporation, ("City") whose address is 250 N. 5th Street, Grand Junction Colorado 81501.

In consideration of the premises stated, the Parties hereto agree as follows:

1. *Facts and Purposes:* The following facts and purposes pertain to this Agreement.

Schuckman is the owner of a parcel of land being commonly described as 829 West Main Street, Grand Junction, Colorado. Mesa County tax parcel identification number 2945-154-18-010, conveyed and recorded in Book 1402, Page 717 in the land records of Mesa County, Colorado.

City is the owner of a parcel of land being commonly described as 803 West Colorado Avenue, Grand Junction, Colorado. Mesa County tax parcel identification number 2945-154-18-945, conveyed and recorded in Book 1529, Page 970 in the land records of Mesa County, Colorado.

2. Due to the existence of a fence, shown on Exhibit A, the parties have heretofore assumed the fence is the boundary between the properties. Upon recent examination a question has arisen as to the correct and recognized boundary between the Schuckman and City properties. The area in dispute is described and established in the Attachment hereto title "Area in Dispute." That Attachment is incorporated by this reference as if fully set forth.

Schuckman and the City desire to determine and fix a common boundary line ("the Boundary Line") between their properties. The Boundary Line is described and established in the Attachment hereto titled "Agreed Upon Line." That Attachment is incorporated by this reference as if fully set forth.

3. *Statutory Authority.* This Agreement is entered into in accordance with the statutory requirements set forth in Section 38-44-112 C.R.S. to determine and permanently establish a common boundary line.
4. *Boundary Line.* The parties hereby determine and permanently establish a common boundary line ("the Boundary Line") between the properties as shown and described in this Agreement, Exhibit A and the Attachments hereto.
5. *Conveyance.* By their execution of this Agreement, the parties agree that the CITY does hereby convey to Schuckman the area north of the "6' chain link fence" shown on Exhibit A and described in the Attachments, with the fence to serve as the Boundary Line between the properties. From and after the date of the recording of this Agreement each party agrees and acknowledges that the other has no right, title or interest (other than for taxes and regulatory authority of the City) in the real property of the other that is the subject of this Agreement.
6. *Consideration.* The parties agree that there is adequate consideration for the making and enforcement of this Agreement.
7. *Applicable Law, Jurisdiction and Venue.* This Agreement is executed in the City of Grand Junction, Mesa County, Colorado and shall be interpreted, construed and governed by the laws thereof. Jurisdiction and venue for any action arising out of or under this Agreement and the interpretation, enforcement or determination of the rights and duties of the parties shall be in the Mesa County District Court.
8. *Attorney's Fees.* If any legal action is commenced or maintained in court, whether in law or in equity by any party to this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this Agreement or any document provided herein, the prevailing party shall be entitled to reasonable attorney's fees together with the costs and expenses incurred in such action. The City shall be entitled to recover the value of its in-house counsel.
9. *Entire Agreement.* This Agreement constitutes the entire and only agreement between the parties. All prior negotiations, agreements, representation and understandings, whether written or oral, are merged into and superseded by this Agreement and shall be of no force and effect.

10. *Binding Agreement.* This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, legal representatives and heirs.
11. *Counterparts.* This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one and the same agreement, document or instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the ____ day of April 2010.

Norma J. Schuckman

Russell Schuckman

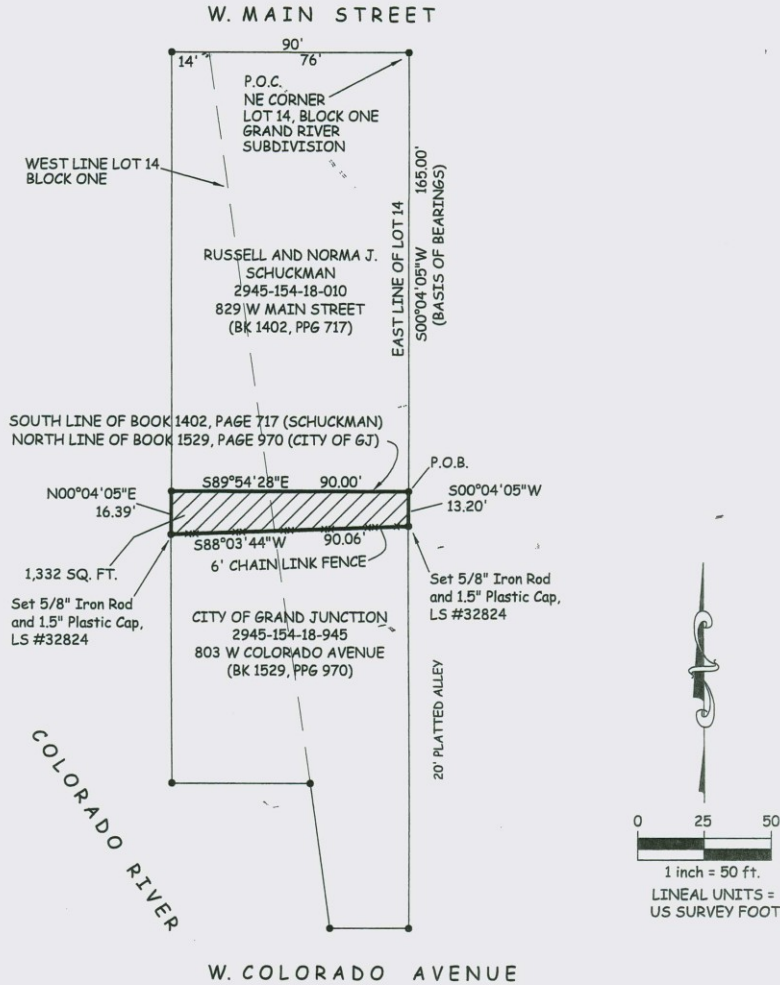
City of Grand Junction

Laurie M. Kadrich
City Manager

Attest:

Stephanie Tuin
City Clerk

EXHIBIT "A"



ABBREVIATIONS

R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SSMH	SANITARY SEWER MAN HOLE
SQ. FT.	SQUARE FEET



I, Peter T. Krick, a Professional Land Surveyor licensed in the State of Colorado, Certificate No. 32824, do hereby certify that this sketch has been prepared under my direct supervision and represents data from a field survey of same, satisfying requirements of CRS 38-44-112. This survey is not a guaranty or warranty, either expressed or implied.

DRAWN BY: PTK
 DATE: 11-12-09
 SCALE: 1" = 50'
 APPR. BY: PTK

CITY OF GRAND JUNCTION
 803 W. COLORADO AVENUE
 -AND-
 RUSSELL AND NORMA J. SCHUCKMAN
 829 W. MAIN STREET



AREA IN DISPUTE

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 15, Township One South, Range One West of the Ute Principal Meridian and being a portion of Lot 14, Block One of the Grand River Subdivision, as same is recorded in Plat Book 1, Page 29, Public Records of Mesa County, Colorado, all lying in the City of Grand Junction, County of Mesa and State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 14, Block One of the Grand River Subdivision and assuming the East line of said Lot 14 bears S 00°04'05" W with all other bearings mentioned herein being referenced thereto; thence from said Point of Commencement, S 00°04'05" W along the East line of said Lot 14, a distance of 165.00 feet to a point being the Southeast corner of that certain parcel of land described in Book 1402, Page 717 and the Northeast corner of that certain parcel of land described in Book 1529, Page 970, all within the Public Records of Mesa County, Colorado and also being the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°04'05" W along the East line of said Lot 14, a distance of 13.20 feet to a point on an existing 6 foot chain link fence; thence S 88°03'44" W along said chain link fence, a distance of 90.06 feet to a point on the West line of that certain parcel of land described in Book 1402, Page 717; thence N 00°04'05" E along the West line of that certain parcel of land described in Book 1402, Page 717 to a point; thence S 89°54'28" E along the North line of that certain parcel of land described in Book 1402, Page 717 also being the South line of that certain parcel of land described in Book 1402, Page 717, a distance of 90.00 feet to the Point of Beginning.

CONTAINING 1,332 Square Feet or 0.03 Acres, more or less, as described.

Authored By: Peter T. Krick
City of Grand Junction
250 North Avenue
Grand Junction, Co

AGREED UPON LINE

A certain LINE lying in the Southeast Quarter (SE 1/4) of Section 15, Township One South, Range One West of the Ute Principal Meridian and being a portion of Lot 14, Block One of the Grand River Subdivision, as same is recorded in Plat Book 1, Page 29, Public Records of Mesa County, Colorado, all lying in the City of Grand Junction, County of Mesa and State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 14, Block One of the Grand River Subdivision and assuming the East line of said Lot 14 bears S 00°04'05" W with all other bearings mentioned herein being referenced thereto; thence from said Point of Commencement, S 00°04'05" W along the East line of said Lot 14, a distance of 178.20 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 88°03'44" W along a 6 foot chain link fence, a distance of 90.06 feet to a point on the West line of that certain parcel of land described in Book 1402, Page 717 and the Point of Terminus of the above described line.

The East and West ends of the above described line being marked with a 5/8" iron rod with a 1.5" orange plastic cap, stamped City of City of GJ, PLS #32824.

Authored By: Peter T. Krick
City of Grand Junction
250 North Avenue
Grand Junction, Co



Date: March 29, 2010
 Author: Belinda White
 Title/ Phone Ext: Sr. Admin
Assist, Ext. 1508
 Proposed Schedule: April
5/7, 2010
 2nd Reading
 (if applicable): NA

CITY COUNCIL AGENDA ITEM

Attach 10
Saccomanno Property Farm Lease

Subject: Saccomanno Property Farm Lease
File # (if applicable):
Presenters Name & Title: John Shaver, City Attorney

Executive Summary:

The Saccomanno property (H and 26 1/2 Roads) has been leased and farmed by Frank Fisher for a number of years. Mr. Fisher and the City wish to renew the lease for the next two years.

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

Goal 6: Land use decisions will encourage preservation and appropriate reuse.
 Because the property’s development is pending, leasing the property to Frank Fisher for farming is an appropriate reuse of the land.

Action Requested/Recommendation:

Approval of the Lease by Adoption of Proposed Resolution.

Board or Committee Recommendation:

The City Council Property Committee has recommended the Saccomanno property be leased to Frank Fisher.

Background, Analysis and Options:

The City purchased the 30 acre Saccomanno Park property in 1994 as a community park site in accordance with the recommendation of the *Parks, Recreation and Open Space Master Plan* adopted by City Resolution No. 91-92. Timing for development of the property is pending. Meanwhile, the property and its appurtenant water rights have remained productive through farm lease agreements with Frank Fisher. Mr. Fisher has notified the City that he would like to renew the farm lease agreement. Staff recommends the leasing of the farming rights associated with the Saccomanno Park Property to Frank M. Fisher, for a period of one-year, commencing on March 1, 2010,

and expiring on February 28, 2011. Recommended rent for the 2010 farming season is \$1,000.

Financial Impact/Budget:

Annual lease \$1000.00 revenue to the City

Legal issues:

Legal has reviewed and approved the form of the lease.

Other issues:

None.

Previously presented or discussed:

NA

Attachments:

Resolution
Farm Lease Agreement

RESOLUTION NO. ____-10

**A RESOLUTION AUTHORIZING A ONE-YEAR FARM LEASE OF THE
"SACCOMANNO PARK PROPERTY"
TO FRANK M. FISHER**

Recitals.

The City of Grand Junction is the owner of that certain real property legally described as: Lot 4 of the Replat of Lot 2, Saccomanno Minor Subdivision, situate in the NE ¼ NW ¼ of Section 35, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado, as recorded in Plat Book 13 at Page 449 in the office of the Mesa County Clerk and Recorder, commonly known as the Saccomanno Park Property.

The City purchased the Saccomanno Park Property in 1994 as a community park site. While development of the Saccomanno Park Property as a community park is pending, the property and its appurtenant water rights have remained productive through successive farm lease agreements with Robert H. Murphy. Mr. Murphy has notified the City that he will not be renewing the farm lease agreement.

The City Council deems it appropriate to lease the farming rights associated with the Saccomanno Park Property to Frank M. Fisher, for a period of one-year, commencing on March 1, 2010, and expiring on February 28, 2011.

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

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized to execute and enter into the attached Farm Lease Agreement with Frank M. Fisher.

PASSED and ADOPTED this _____ day of _____, 2010.

Attest:

President of the Council

City Clerk

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT is entered into as of the 1st day of March, 2010, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Frank M. Fisher, hereinafter referred to as "Lessee", whose address for the purpose of this Agreement is 948 26 Road, Grand Junction, Colorado 81506.

RECITALS

A. The City is the owner of that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, described as Lot 4 of the Replat of Lot 2 of Saccomanno Minor Subdivision, situated at the southwest corner of the intersection of 26 ½ Road and H Road, and hereinafter referred to as "the Property." The City acquired the property for park purposes and intends to develop the Property as a community park; however, time for development and use of the Property as a community park is uncertain. Until the Property is developed as a community park, the City believes it is in the best interest of the community that the Property continue to be maintained as a productive farm, that the water rights and ditch rights appurtenant to the Property be used to their full and maximum extent, that all aspects of the Property be maintained to the highest practicable standard, and that expenses be kept to a minimum without waste.

B. Lessee desires to lease the farming rights associated with the Property in accordance with the desires and express intent of the City. Lessee has represented to the City that Lessee possesses the knowledge, experience, equipment, personnel and financial resources to maintain the Property to the highest practicable standard and to use the water and water rights and ditches and ditch rights to their full and maximum extent, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the payment of rent and the performance of the promises, covenants, conditions, restrictions, duties and obligations set forth herein, the parties agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the farming rights associated with the Property to Lessee, and Lessee hereby accepts and leases the farming rights associated with the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property, including water and water rights and ditches and ditch rights, all in accordance with the terms and conditions of this Agreement.

2. Term. The term of this Lease shall commence on March 1, 2010, and continue through February 28, 2011, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of Lessee as hereinafter set forth and in the event Lessor determines, at Lessor's sole discretion, to again lease the farming rights associated with the Property in accordance with the provisions of this Lease, Lessee shall have the first right of refusal to lease the farming rights associated with the Property for the term commencing on March 1, 2011, and expiring on February 28, 2012, as more fully set forth in paragraph 12 below. The City may, in its sole discretion, allow Lessee to continue to occupy a designated portion of

the Property for a reasonable period of time for the sole purpose of storing crops which have been harvested from the Property pending the sale and/or delivery of said crops to market.

3. Rental. Rental for the farming rights hereby leased during the term hereinabove specified shall be \$1,000.00, which amount shall be due and payable, without demand by the City, on or before March 31, 2010. In the event payment of rent is not received by the City on or before March 21, 2010, Lessee agrees to pay to the City a late charge of \$100.00, which amount shall be added to the amount of rent(s) due. In the event payment of rent and any late charge is not received by the City on or before April 15, 2010, this Lease shall automatically terminate and neither party shall have any further rights, duties or obligations under this Agreement.

4. Reservations from Lease. The City withholds from this Lease and hereby retains and reserves unto itself:

- (a) All oil, gas, coal and other minerals and mineral rights underlying and/or appurtenant to the Property;
- (b) All water and water rights, ditches and ditch rights appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purpose;
- (c) All rights to grant, sell, bargain and convey ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement; and
- (d) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for any conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may assert to compensation, including claims for damages as a result of any condemnation.

5. Use and Condition of the Property.

5.1. Lessee agrees that Lessee's use of the Property is strictly limited to the growing and cultivating of the type(s) of crop(s) which are mutually agreed upon between the City and Lessee and for no other purposes. In connection therewith, Lessee agrees to thoroughly plow, irrigate, cultivate, fertilize and farm all farmable lands upon the Property in a responsible and prudent farm-Like manner. This Lease does not authorize Lessee to permit stock of any kind to run in any field on the Property.

5.2. Lessee agrees that Lessee's use and occupancy of the Property shall be subject to all applicable laws, rules, rulings, codes, regulations and ordinances of any governmental authority, either now in effect or hereafter enacted, having jurisdiction over the Property and Lessee's use, occupancy and operations thereon. Lessee agrees that Lessee shall not use or permit the Property to be used for any other purpose or in any other fashion or manner contrary to this Lease or the laws, ordinances, codes or regulations of any governmental unit or agency exercising jurisdiction over the Property or any use thereon.

7. Fees and Charges. Lessee shall hold the City harmless from and indemnify the City against any and all fees, charges, costs and expenses associated with the Property, excepting the base water assessment which the City shall pay as set forth in paragraph 6.1. If Lessee fails to pay any of the foregoing when the same become due and payable, the City may, without obligation to do so, pay such amount(s) and, in such event, the amount(s) paid by the City, plus interest at the rate of fifteen percent (15%) per annum from the date of such payment by the City, shall be due and payable from Lessee to the City.

8. Nonliability of the City for Damage.

8.1. The City shall not be liable for liability or damage claims for injury to persons or property, including property of Lessee, from any cause relating to the occupancy and use of the Property by Lessee, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the term of this lease or any extension thereof, nor for any injury or damage to any property of Lessee or any other party, from any cause. Lessee shall indemnify the City, its officers, employees and agents, and hold the City, its officers, employees and agents, harmless from all liability, loss or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

8.2. The City shall not be liable to Lessee for any damages or any loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's business or operations resulting from fire, the elements, casualty of any kind or the closure of any public highway providing access to and from the Property.

9. Hazardous Substances.

9.1. The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is:

- (a) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local government agency or other governmental authority;
- (b) a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law.

The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

9.2. Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees or employees:

- (a) any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to air, soil and groundwater conditions; or
- (b) the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal, state or local law, ordinance or regulation either now in force or hereafter enacted.

10. Environmental Clean-Up.

10.1. The following provisions shall be applicable to Lessee and to Lessee's agents, guests, invitees, contractors, licensees and employees:

- (a) Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;
- (b) Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.
- (c) Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental laws and other applicable laws.
- (d) Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Lessee fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.
- (e) Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

10.2. Lessee shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this lease or any extension

thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

11. Default, Sublet, Termination, Assignment.

11.1. Should Lessee:

- (a) default in the performance of its agreements or obligations herein and any such default continue for a period of thirty (3) days after written notice thereof is given by the City to Lessee; or
- (b) abandon or vacate the Property; or
- (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors or if a receiver is appointed;

the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by the Lessee for the full term of this Lease; and, upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Lessee, including, but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

11.2. Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term or condition of this lease Agreement, the City may, at its option, terminate this lease upon giving thirty (3) days' written notice. If Lessee fails within any such thirty (3) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If lessee remedies such default, Lessee shall not thereafter have the right of thirty (3) days (to remedy) with respect to a similar subsequent default, but rather, lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

11.3. Lessee shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees, agents and clientele of Lessee, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City. Any attempt to sublet, assign or transfer without the prior written

consent of the City shall be void *ab initio*. In the event an assignment of this Lease or a sublease is authorized by the City, Lessee shall not be released from Lessee's obligations and duties under this Lease and this Lease shall remain in full force and effect.

11.4. This Lease is not intended to and shall in no way preclude the City from actively marketing the Property for sale or exchange, whether through the efforts of the City, a real estate broker or any other person, nor shall this Lease prevent the City from selling, exchanging or conveying the Property to any other party; provided, however, that in the event any such sale, exchange or conveyance is made during the term of this Lease, such sale, exchange or conveyance shall be made subject to Lessee's leasehold interest in the Property. In the event the voluntary or involuntary transfer of the City's interest in the Property, Lessee will attorn to the transferee of, or successor to, the City's interest in the Property, and recognize such transferee or successor as Lessor under this Lease.

11.5. Lessee shall not engage or allow any contractor, materialman or supplier to perform any work or supply any materials or other goods or services on any portion of the Property which could be the subject of a mechanic's lien.

12. Option to Extend Lease. If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of Lessor and if Lessor chooses, at its sole option and discretion, to again lease the farming rights associated with the Property, at the expiration of the term as set forth in paragraph 2, Lessor hereby grants to Lessee an option to extend this Farm Lease for one (1) additional one (1) year period, commencing on March 1, 2011, and expiring on February 28, 2012 ("second term"), upon the same terms and conditions of this Agreement or upon other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for a second term, Lessee shall, on or before February 1, 2011, give written notice to Lessor of Lessee's desire and intention to lease the Property for second term.

13. Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The City and Lessee agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

14. Notices. All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or courier service, as follows:

To the City:

City of Grand Junction
Parks & Recreation Director
1340 Gunnison Avenue
Grand Junction, CO 81501

With Copy to:

City of Grand Junction
City Attorney
250 North 5th Street
Grand Junction, CO 81501

To Lessee:
Frank M. Fisher
948 26 Road
Grand Junction, CO 81506

All notices shall be deemed given:

- (a) If sent by mail, when deposited in the mail;
- (b) If delivered by hand or courier service, when delivered; or
- (c) If transmitted by facsimile, when transmitted.

The parties may, by notice provided above, designate a different address to which notice shall be given.

15. Not a Partnership.

15.1. The City, by entering into this Lease Agreement, does not part with its entire possession of the Property, but only so far as it is necessary to enable Lessee to farm the Property and carry out the terms and provisions of this Lease. It is expressly agreed between the parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

15.2. The City hereby reserves the right to at all times have its officers, employees and agents enter into and upon the demised premises and every part thereof and to do such acts and things as may be deemed necessary for protection of the City's interests therein.

16. Enforcement, Partial Invalidity, Governing Law.

16.1. If the City uses the services of a city attorney, or engages another attorney or attorneys to enforce its rights hereunder, or to terminate this Agreement, or to defend a claim by Lessee or any person claiming through Lessee, and/or to remove Lessee or Lessee's personal property from the Property, Lessee agrees to pay the reasonable attorney's fees of the City in such regard, plus the costs or fees of any experts, incurred in such action.

16.2. The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

16.3. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.

17. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease and the parties have not reached an agreement which would allow Lessee to continue to occupy any portion of the Property, Lessee agrees that Lessee shall pay to the City the sum of \$25.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$25.00 daily fee is an appropriate liquidated damages amount.

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

The parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

THE CITY OF GRAND JUNCTION, a
Colorado home rule municipality

LESSEE:

Laurie M. Kadrach, City Manager

Frank M. Fisher

ATTEST:

Stephanie Tuin, City Clerk



Date: March 16, 2010

Author: Brian Rusche

Title/ Phone Ext: Senior Planner
ext 4058

Proposed Schedule: April 5,
2010

CITY COUNCIL AGENDA ITEM

Attach 11 **Public Hearing—KD Annexation and Zoning**

Subject: KD Annexation and Zoning – Located at 823 22 Road
File # (if applicable): ANX-2010-006
Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

Request to annex and zone 10.12 acres, located at 823 22 Road, to I-1 (Light Industrial). The KD Annexation consists of one (1) parcel and is a two part serial annexation.

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

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

Annexation will allow appropriate commercial/industrial use of this property within the City’s urban setting.

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

Annexation and future development will help to sustain a healthy, diverse economy within the City’s urban setting.

Action Requested/Recommendation:

Adopt Resolution Accepting the Petition for the KD Annexation and Hold a Public Hearing and Consider Final Passage and Publication of the Annexation and Zoning Ordinances.

Board or Committee Recommendation:

The Planning Commission recommended approval for the KD Annexation to the zoning designation of I-1(Light Industrial) on March 9, 2010.

Background, Analysis and Options:

See attached Staff Report/Background Information

Financial Impact/Budget:

None

Legal issues:

None

Other issues:

None

Previously presented or discussed:

First reading of the annexation was at the March 1, 2010 meeting.

First reading of the zoning was at the March 15, 2010 meeting.

Attachments:

Staff report/Background information
Annexation – Site Location Map / Aerial Photo Map
Comprehensive Plan Map / Existing City and County Zoning Map
Acceptance Resolution
Annexation Ordinance
Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		823 22 Road		
Applicants:		John Durmas (Owner) and Shawn Wallace (Representative)		
Existing Land Use:		Vacant		
Proposed Land Use:		Industrial		
Surrounding Land Use:	North	Residential		
	South	Agricultural		
	East	Industrial (under construction)		
	West	Industrial		
Existing Zoning:		County RSF-R (Residential Single Family)		
Proposed Zoning:		I-1 (Light Industrial)		
Surrounding Zoning:	North	County RSF-R (Residential Single Family)		
	South	I-1 (Light Industrial)		
	East	I-1 (Light Industrial)		
	West	I-1 (Light Industrial) County PUD (Planned Unit Development)		
Future Land Use Designation:		Commercial Industrial		
Zoning within density range?		X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of 10.12 acres of land and is comprised of one parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the KD Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;

- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

The following annexation and zoning schedule is being proposed.

<i><u>ANNEXATION SCHEDULE</u></i>	
03/01/2010	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
03/09/2010	Planning Commission considers Zone of Annexation
03/15/2010	Introduction Of A Proposed Ordinance on Zoning by City Council
04/05/2010	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
05/07/2010	Effective date of Annexation and Zoning

<u>KD ANNEXATION SUMMARY</u>		
File Number:		ANX-2010-006
Location:		823 22 Road
Tax ID Number:		2697-254-00-124
# of Parcels:		One
Estimated Population:		None
# of Parcels (owner occupied):		None
# of Dwelling Units:		None
Acres land annexed:		10.12
Developable Acres Remaining:		10.12
Right-of-way in Annexation:		None
Previous County Zoning:		RSF-R
Proposed City Zoning:		I-1
Current Land Use:		Vacant
Future Land Use:		Commercial Industrial
Values:	Assessed:	\$71,100
	Actual:	\$245,180
Address Ranges:		823 22 Road
Special Districts:	Water:	Ute Water
	Sewer:	City Persigo 201
	Fire:	Grand Junction Rural
	Irrigation/Drainage:	Grand Valley Irrigation / Grand Valley Drainage
	School:	District 51
	Pest:	N/A

Staff Analysis:

ZONE OF ANNEXATION:

The requested zone of annexation to the I-1 (Light Industrial) district is consistent with the Comprehensive Plan designation of Commercial Industrial. The existing County zoning is County RSF-R (Residential Single Family). Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Comprehensive Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6.A.3 and 4 as follows:

- The proposed zone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Comprehensive Plan and other adopted plans and policies, the requirements of this Code, and other City regulations.

Response: The 10.12 acres of the property for which an I-1(Light Industrial) zone is being requested is consistent with the surrounding City zones in the neighborhood, and consistent with the Comprehensive Plan designation of CI (Commercial Industrial). County RSF-R development lies north of the property. To the west is an I-1(Light Industrial) zoned property and County PUD. East of the drainage ditch are properties zoned I-1. To the south, all properties are zoned I-1(Light Industrial).

- Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning;

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

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

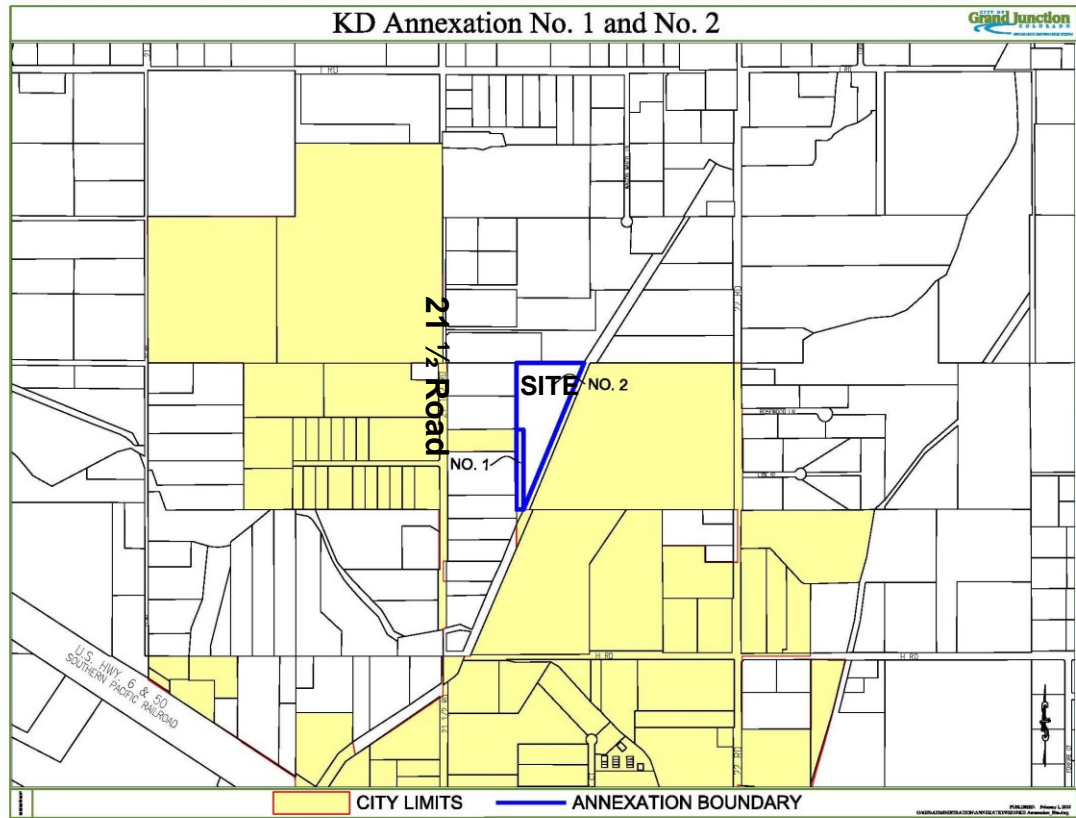
- a. I-O (Industrial Office)
- b. I-2 (General Industrial)

If the City Council chooses to recommend one of the alternative zone designations, specific alternative findings must be made.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the I-1 (Light Industrial) district to be consistent with the Comprehensive Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.

Annexation-Site Location Map

Figure 1



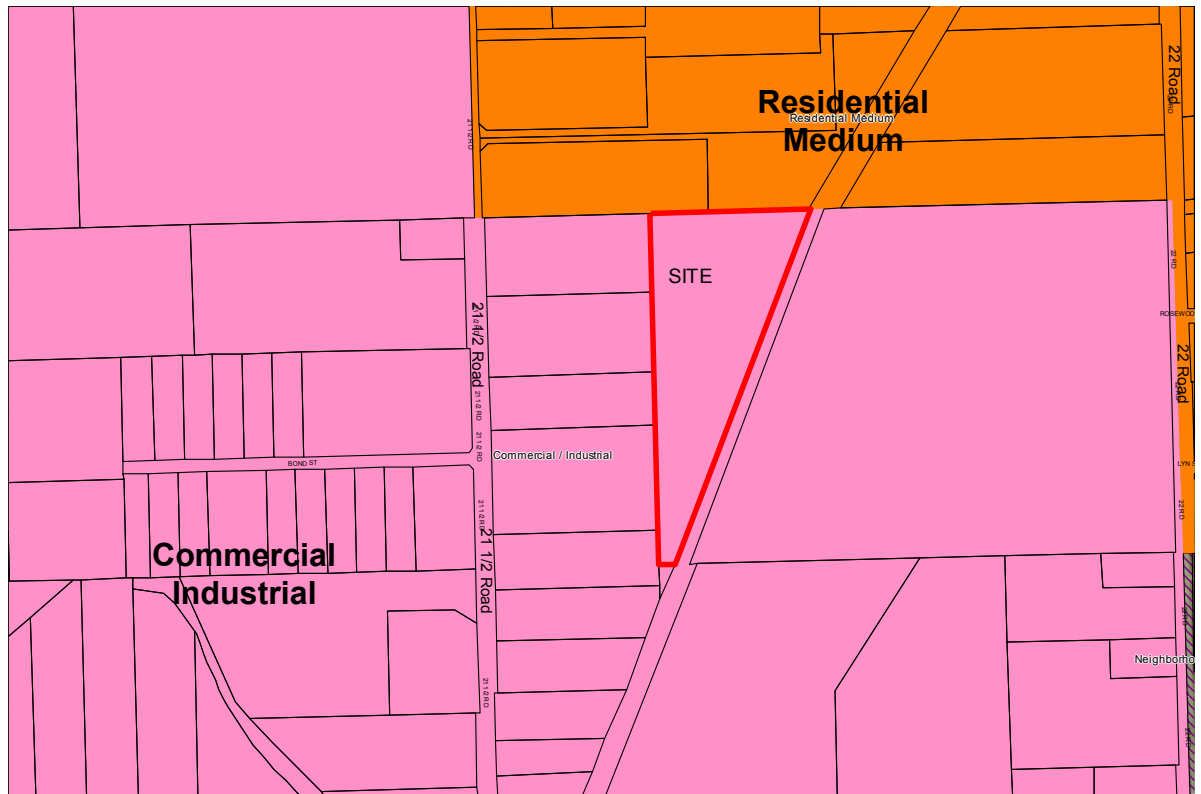
Aerial Photo Map

Figure 2



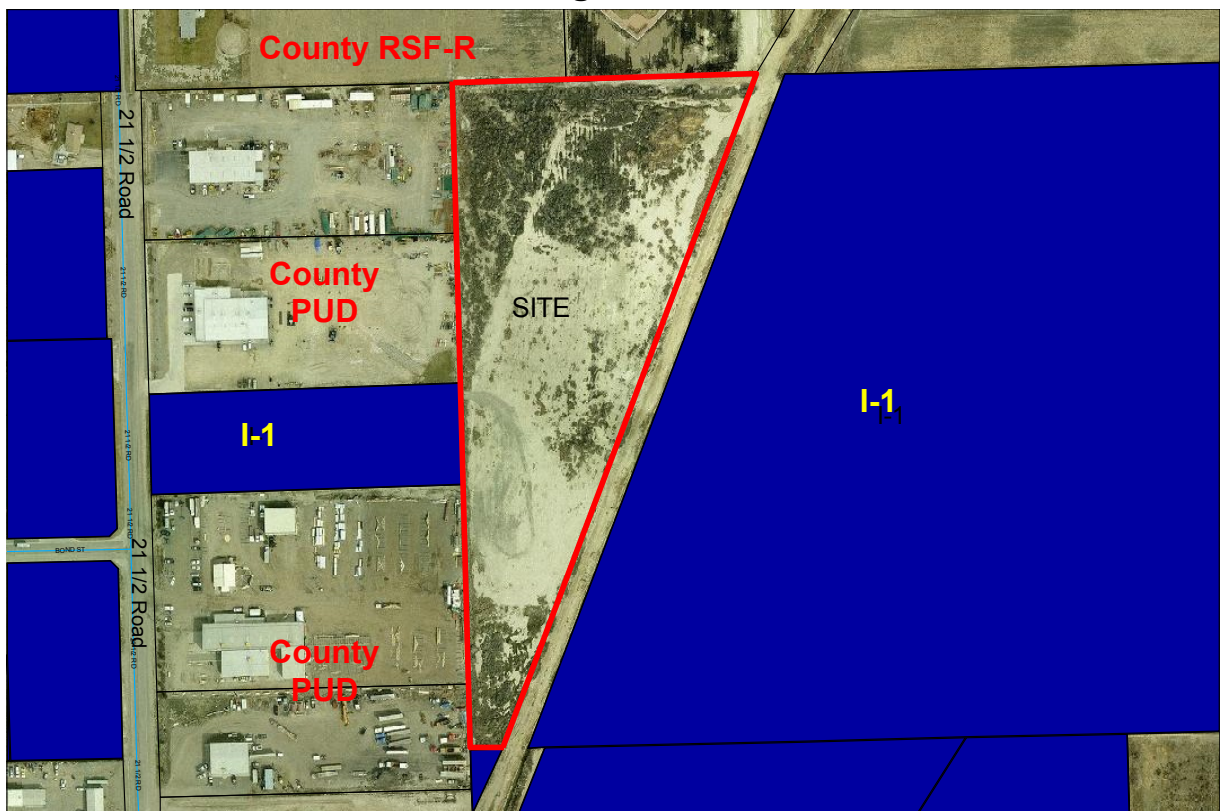
Comprehensive Plan Map

Figure 3



Existing City and County Zoning Map

Figure 5



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A
PETITION FOR ANNEXATION, MAKING CERTAIN
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE
KD ANNEXATION
LOCATED AT 823 22 ROAD
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 1st day of March, 2010, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

KD ANNEXATION NO. 1

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township One North, Range Two West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 4, Riverview Commercial Subdivision, as same is recorded in Plat Book 13, Page 17, Public Records of Mesa County, Colorado and assuming the North line of the NW 1/4 SE 1/4 of said Section 25 bears S 89°54'23" E with all other bearings contained herein being referenced thereto; thence from said Point of Beginning, S 00°01'28" W along the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet, more or less, to its intersection with the South line of the NW 1/4 SE 1/4 of said Section 25; thence S 89°52'11" E, along the South line of the NW 1/4 SE 1/4 of said Section 25, a distance of 60.43 feet, more or less, to its intersection with the Westerly line of that certain 100 foot wide right of way for the Copeco Drain, as same is recorded in Book 229, Pages 21 and 22, Public Records of Mesa County, Colorado; thence N 00°01'28" E along a line parallel to the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet; thence N 89°51'44" W a distance of 60.43 feet, more or less, to the Point of Beginning.

CONTAINING 43,437 Sq. Ft. or 0.9995 Acres, more or less, as described.

KD ANNEXATION NO. 2

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township One North, Range Two West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 4, Riverview Commercial Subdivision, as same is recorded in Plat Book 13, Page 17, Public Records of Mesa County, Colorado and assuming the North line of the NW 1/4 SE 1/4 of said Section 25 bears S 89°54'23"

E with all other bearings contained herein being referenced thereto; thence from said Point of Beginning, N 00°01'28" E along the East line of Riverview Commercial II Subdivision, as same is recorded in Plat Book 16, Page 58, Public Records of Mesa County, Colorado, a distance of 600.61 feet, more or less, to a point on the North line of the NW 1/4 SE 1/4 of said Section 25; thence S 89°54'23" E along the North line of the NW 1/4 SE 1/4 of said Section 25, a distance of 606.66 feet, more or less, to a point on the Westerly line of that certain 100 foot wide right of way for the Copeco Drain, as same is recorded in Book 229, Pages 21 and 22, Public Records of Mesa County, Colorado; thence S 22°29'46" W along said Westerly line, a distance of 1429.06 feet, more or less, to a point on the South line of the NW 1/4 SE 1/4 of said Section 25; thence N 00°01'28" E along a line parallel to the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet; thence N 89°51'45" W a distance of 60.43 feet, more or less, to the Point of Beginning.

CONTAINING 397,130 Sq. Ft. or 9.1169 Acres, more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of April, 2010; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the _____ day of _____, 2010.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO
KD ANNEXATION
APPROXIMATELY 10.12 ACRES
LOCATED AT 823 22 ROAD**

WHEREAS, on the 1st day of March, 2010, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of April, 2010; and

WHEREAS, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

KD ANNEXATION NO. 1

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township One North, Range Two West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 4, Riverview Commercial Subdivision, as same is recorded in Plat Book 13, Page 17, Public Records of Mesa County, Colorado and assuming the North line of the NW 1/4 SE 1/4 of said Section 25 bears S 89°54'23" E with all other bearings contained herein being referenced thereto; thence from said Point of Beginning, S 00°01'28" W along the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet, more or less, to its intersection with the South line of the NW 1/4 SE 1/4 of said Section 25; thence S 89°52'11" E, along the South line of the NW 1/4 SE 1/4 of said Section 25, a distance of 60.43 feet, more or less, to its intersection with the Westerly line of that certain 100 foot wide right of way for the Copeco Drain, as same is recorded in Book 229, Pages 21 and 22, Public Records of Mesa County, Colorado; thence N 00°01'28" E along a line parallel to the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet; thence N 89°51'44" W a distance of 60.43 feet, more or less, to the Point of Beginning.

CONTAINING 43,437 Sq. Ft. or 0.9995 Acres, more or less, as described.

KD ANNEXATION NO. 2

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township One North, Range Two West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 4, Riverview Commercial Subdivision, as same is recorded in Plat Book 13, Page 17, Public Records of Mesa County, Colorado and assuming the North line of the NW 1/4 SE 1/4 of said Section 25 bears S 89°54'23" E with all other bearings contained herein being referenced thereto; thence from said Point of Beginning, N 00°01'28" E along the East line of Riverview Commercial II Subdivision, as same is recorded in Plat Book 16, Page 58, Public Records of Mesa County, Colorado, a distance of 600.61 feet, more or less, to a point on the North line of the NW 1/4 SE 1/4 of said Section 25; thence S 89°54'23" E along the North line of the NW 1/4 SE 1/4 of said Section 25, a distance of 606.66 feet, more or less, to a point on the Westerly line of that certain 100 foot wide right of way for the Copeco Drain, as same is recorded in Book 229, Pages 21 and 22, Public Records of Mesa County, Colorado; thence S 22°29'46" W along said Westerly line, a distance of 1429.06 feet, more or less, to a point on the South line of the NW 1/4 SE 1/4 of said Section 25; thence N 00°01'28" E along a line parallel to the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet; thence N 89°51'45" W a distance of 60.43 feet, more or less, to the Point of Beginning.

CONTAINING 397,130 Sq. Ft. or 9.1169 Acres, more or less, as described.

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

INTRODUCED on first reading on the 1st day of March, 2010 and ordered published.

ADOPTED on second reading the _____ day of _____ 2010.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE KD ANNEXATION TO
I-1 (LIGHT INDUSTRIAL)**

LOCATED AT 823 22 ROAD

Recitals

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the KD Annexation to the I-1 (Light Industrial) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the I-1 (Light Industrial) zone district is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property be zoned I-1 (Light Industrial).

KD ANNEXATION NO. 1

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township One North, Range Two West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 4, Riverview Commercial Subdivision, as same is recorded in Plat Book 13, Page 17, Public Records of Mesa County, Colorado and assuming the North line of the NW 1/4 SE 1/4 of said Section 25 bears S 89°54'23" E with all other bearings contained herein being referenced thereto; thence from said Point of Beginning, S 00°01'28" W along the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet, more or less, to its intersection with the South line of the NW 1/4 SE 1/4 of said Section 25; thence S 89°52'11" E, along the South line of the NW 1/4 SE 1/4 of said Section 25, a distance of 60.43 feet, more or less, to its intersection with the Westerly line of that certain 100 foot wide right of way for the Copeco Drain, as same is recorded in Book 229, Pages 21 and 22, Public Records of Mesa County, Colorado; thence N 00°01'28" E along a line parallel to the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet; thence N 89°51'44" W a distance of 60.43 feet, more or less, to the Point of Beginning.

CONTAINING 43,437 Sq. Ft. or 0.9995 Acres, more or less, as described.

KD ANNEXATION NO. 2

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township One North, Range Two West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 4, Riverview Commercial Subdivision, as same is recorded in Plat Book 13, Page 17, Public Records of Mesa County, Colorado and assuming the North line of the NW 1/4 SE 1/4 of said Section 25 bears S 89°54'23" E with all other bearings contained herein being referenced thereto; thence from said Point of Beginning, N 00°01'28" E along the East line of Riverview Commercial II Subdivision, as same is recorded in Plat Book 16, Page 58, Public Records of Mesa County, Colorado, a distance of 600.61 feet, more or less, to a point on the North line of the NW 1/4 SE 1/4 of said Section 25; thence S 89°54'23" E along the North line of the NW 1/4 SE 1/4 of said Section 25, a distance of 606.66 feet, more or less, to a point on the Westerly line of that certain 100 foot wide right of way for the Copeco Drain, as same is recorded in Book 229, Pages 21 and 22, Public Records of Mesa County, Colorado; thence S 22°29'46" W along said Westerly line, a distance of 1429.06 feet, more or less, to a point on the South line of the NW 1/4 SE 1/4 of said Section 25; thence N 00°01'28" E along a line parallel to the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet; thence N 89°51'45" W a distance of 60.43 feet, more or less, to the Point of Beginning.

CONTAINING 397,130 Sq. Ft. or 9.1169 Acres, more or less, as described.

INTRODUCED on first reading the 15th day of March, 2010 and ordered published.

ADOPTED on second reading the _____ day of _____, 2010.

ATTEST:

President of the Council

City Clerk



Date: March 26, 2010
 Author: T. Prall
 Title/ Phone Ext: Engr Manager
256-4047
 Proposed Schedule:
April 5, 2010

Attach 12
MOU with CDOT for Highway 6 (North Avenue)
Swap and Riverside Parkway/US Highway 50
Interchange

CITY COUNCIL AGENDA ITEM

Subject: Memorandum of Understanding with CDOT for Highway 6 (North Avenue) Swap and Riverside Parkway/US Highway 50 Interchange
File # (if applicable): N/A
Presenters Name & Title: Tim Moore, Public Works and Planning Director

Executive Summary:

This Memorandum of Understanding (MOU) is a clarification of the Intergovernmental Agreement (IGA) 05HA300062 that was signed with the Colorado Department of Transportation (CDOT) on October 31, 2005 as part of CDOT’s approval of the Highway 50/Riverside Parkway interchange. The IGA called for CDOT to maintain the three Riverside Parkway structures constructed by the City at Highway 50 interchange in exchange for the City taking over the Highway 6 (North Ave) from Bozarth on the west to I-70B on the east. The main points of the MOU are to clarify the legal limits of the North Avenue swap as well as the limits of the structures, walls, and ramps to be maintained by CDOT.

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

The MOU is necessary in order to complete transfer of the Highway 6 (North Ave) to the City of Grand Junction and the transfer of the three Riverside Parkway structures to CDOT. This MOU supports with the goals and policies of the Comprehensive Plan as follows:

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

The MOU represents the conclusion of a collaborative effort between the City and CDOT to construct a section of infrastructure identified in the plan as a key component of the Regional Transportation Plan.

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

The Riverside Parkway project established a transportation corridor essential to the implementation of land uses identified in the Comprehensive Plan, such as the Neighborhood and Village Centers in the Pear Park area. The Highway 6 (North Avenue) jurisdictional swap will allow for the City to have control over the redevelopment of the Highway 6 (North Avenue) corridor.

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water, and natural resources.

The Regional Transportation Plan identifies both Highway 6 (North Avenue) and the Riverside Parkway as a critical components of the transportation network. The Riverside Parkway was a significant improvement for traffic flow and will reduce vehicle miles traveled, thereby improving air quality, and conserving natural resources. The transfer of Highway 6 (North Avenue) to a City street allow for the City to control the redevelopment of the urban corridor.

Action Requested/Recommendation:

Adopt Resolution Authorizing a Memorandum of Understanding between the City of Grand Junction and the Colorado Department of Transportation (CDOT) Regarding the Transfer of Highway 6 (North Avenue) in Exchange for CDOT Maintaining and Eventual Replacement of the Three Bridges Associated with the Riverside Parkway/ US Highway 50 Interchange.

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

Staff recommends that the City proceed with executing this IGA with CDOT. The basic terms of that IGA have been discussed between City staff and CDOT staff. Those basic terms are outlined as follows:

City's Obligations

- As part of the swap the City of Grand Junction shall assume ownership and maintenance of all current CDOT facilities within the entire current State Highway 6 (North Ave) right of way
- For the Riverside Parkway / Highway 50 interchange the City will still remain responsible for the following:
 - All landscaping
 - Non Structural Landscape Retaining Walls

- Ramps not within the structure limits or Existing CDOT ROW limits.
- Painting and Clean up of Graffiti within City and CDOT maintenance areas
- All Lighting and Signing
- Traffic Signals

CDOT Obligations

- Maintenance and ultimate replacement of the three bridge structures which include the Highway 50 overpass and two railroad overpass structures
- Structural Retaining Walls near both ends of the bridges
- 200 feet concrete pavement between the two bridges on Riverside Parkway

Outdoor advertising on North Avenue shall be controlled and oversight maintained by CDOT per the Brooks Law, but delegated to the City for enforcement. The City’s proposed sign code is being revised to reflect that all signs on State Highways/Corridors are subject to State law.

Financial Impact/Budget:

Under a February 4, 2008 agreement with CDOT, the City currently performs traffic maintenance services on many of the State Highways in the City of Grand Junction, including Highway 6 (North Avenue). The City receives approximately \$72,112 annually for maintenance of the signals, striping, markings, and signs. The City also receives from CDOT another \$18,618.00 for street maintenance of the Highway 6 (North Ave) corridor.

If this MOU is approved, the City will also be responsible for the electricity for the traffic signals at an estimated annual expense of \$7,000.

The City currently receives a total of \$90,730 annually from CDOT for the above. After approval of the MOU, the City will no longer receive that revenue. With electricity the total additional financial burden will be \$97,730 annually.

In exchange for the City taking on the above efforts, CDOT will be responsible for maintenance and future replacement of the Riverside Parkway structures over railroad property and Highway 50. CDOT will also remove 16 lane miles from their statewide system. The value of the replacement of the structures would require an annual investment of \$250,000 per year for the next 50 years to generate the \$40 million needed for the replacements.

Maintenance (Signal, Striping Etc.)	\$72,112
Street Maintenance (Hwy. 6)	\$18,618
Electricity	<u>\$ 7,000</u>
Total Loss of Revenue from CDOT	\$97,730

Legal issues:

The City's Legal Department Staff was actively involved in the negotiation of the Memorandum of Understanding. The City Attorney has reviewed the final version of the Agreement and recommends approval.

Other issues:

None

Previously presented or discussed:

This item has not previously been considered.

Attachments:

1. Proposed Resolution
2. Memorandum of Understanding

CITY OF GRAND JUNCTION, CO

RESOLUTION NO. ____-10

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GRAND JUNCTION AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REGARDING THE TRANSFER OF HIGHWAY 6 (NORTH AVENUE) IN EXCHANGE FOR CDOT MAINTENANCE AND EVENTUAL REPLACEMENT OF THE THREE BRIDGE STRUCTURES ASSOCIATED WITH THE RIVERSIDE PARKWAY/STATE HIGHWAY 50 INTERCHANGE

RECITALS:

On October 31, 2005, an Intergovernmental Agreement (IGA) 05HA300062 was signed with the Colorado Department of Transportation (CDOT) as part of CDOT's approval of the Highway 50 / Riverside Parkway interchange. The IGA called for CDOT to maintain three Riverside Parkway structures constructed by the City at Highway 50 interchange in exchange for the City taking over the Highway 6 (North Ave) from Bozarth's on the west to I-70B on the east. This MOU clarifies the legal limits of the Highway 6 (North Avenue) swap as well as the limits of the structures, walls and ramps to be maintained by CDOT.

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

- a. The City Council hereby authorizes the Mayor to sign the Memorandum of Understanding with the Colorado Department of Transportation.
- b. The City Council authorizes the expenditure of funds and the commitment of resources, as necessary, to meet the terms and obligations of the agreement.

PASSED AND ADOPTED this _____ day of _____, 2010

CITY OF GRAND JUNCTION, COLORADO

President of the Council

ATTEST:

City Clerk

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION
Contracts and Market Analysis Branch

David A. Wells
Contracting Officer
4201 East Arkansas Avenue, 4th Floor West
Denver, Colorado 80222
Telephone: (303) 757-9480



February 4, 2010

City of Grand Junction
Attn: Trent Prall
Engineering Manager
250 N. 5th Street
Grand Junction, Colorado 81501

Subject: Memorandum of Understanding (MOU) # 351000063

**OWNERSHIP & MAINTENANCE RESPONSIBILITIES FOR NORTH AVENUE (SH-006B)
& 3 BRIDGE STRUCTURES ON SH 50 (RIVERSIDE PARKWAY)**

Dear Mr. Prall,

Enclosed please find one (1) Adobe Acrobat © pdf file copy of the above referenced MOU between the City of Grand Junction and the Colorado Department of Transportation.

Please print out and execute four (4) original copies, and return to my attention at the address above.

PLEASE MAKE SURE EACH DOCUMENT IS SIGNED BY THE APPROPRIATE INDIVIDUAL HAVING THE AUTHORITY TO EXECUTE SUCH AGREEMENTS ON BEHALF OF THE CITY. ADDITIONALLY, PLEASE HAVE THE CITY CLERK ATTEST EACH DOCUMENT AND HAVE THE CITY CLERK SEAL AFFIXED TO EACH DOCUMENT. (The purpose of the attestation is to certify that the individual signing the agreement has the authority to sign the agreement on behalf of the Local Agency.)

(Gain City Attorney approval to legal form if required)

Please do not date any portion of the contract.

Please call me at (303) 757-9480 if you have any questions or if I can be of further assistance.

Best Regards,

David A. Wells
Contracting Officer

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GRAND JUNCTION
AND
THE STATE OF COLORADO DEPARTMENT OF
TRANSPORTATION

FOR

OWNERSHIP & MAINTENANCE RESPONSIBILITIES
FOR NORTH AVENUE (SH-006B)
&
3 BRIDGE STRUCTURES ON SH 50 (RIVERSIDE PARKWAY)

(February 2010)

MOU # 351000063

MOU DATED _____
(CDOT Chief Engineer Signature)

**MEMORANDUM OF UNDERSTANDING AMONG
THE CITY OF GRAND JUNCTION
AND
THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION**

1. PURPOSE

This Memorandum of Understanding (MOU) formalizes the understanding between the parties that the City of Grand Junction agrees to take complete ownership and maintenance responsibilities for North Avenue (SH-006B) and CDOT agrees to take complete ownership and maintenance responsibilities of 3 Riverside Parkway Bridge structures on SH 50 per the Exhibit A and Exhibit A-1 (Maps) attached hereto.

“CDOT and the City of Grand Junction are entering into this MOU to supplement Inter-governmental Agreement 05HA300062. This is associated with City of Grand Junction Resolution #159-05 and Transportation Commission Resolution # TC-1316. The items listed in the MOU shall clarify ownership and maintenance responsibilities between the City of Grand Junction and Colorado Department of Transportation.”

This MOU does not supersede any requirements of the National Environmental Policy Act of 1969 (NEPA), other federal laws or regulations, requirements of the State of Colorado State Highway Access Code, or requirements of CDOT’s Environmental Stewardship Guide. Any federal, State, or City action required for future transportation improvements along the Corridor shall be subject to the appropriate federal, state, and city laws, regulations, and guidance.

To meet the purpose of this MOU, it is appropriate for the Agencies to set forth the general terms of their cooperation.

2. AGREEMENT

For and in consideration of the mutual promises, covenants, and obligations herein set forth, the Agencies agree as follows:

1. This MOU is clarification of contract 05HA300062 and to formalize the jurisdictional swap between the City of Grand Junction and CDOT.
The parties agree to the delineation of responsibilities as identified and detailed as Items 1 – 20 contained in the Exhibit A attached hereto and incorporated herein, and as portrayed in the Exhibit A-1 (Maps) attached hereto.
2. Actions taken by any Agency with regard to transportation planning, transportation facilities, and traffic operations within the areas described in this MOU shall be in conformity with this Agreement. The City of Grand Junction and the Colorado Department of Transportation agree to develop and adopt the necessary ordinances, official documents, plans and maps to fulfill their responsibilities under this agreement.

3. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies concerning regulating ownership and maintenance responsibilities. No additional or different oral representation, promise or agreement shall be binding on any Agency. This Agreement may be amended or terminated only in writing executed by the Agencies on express authorization from their respective governing bodies or legally designated officials.
4. By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Agency have been duly authorized to sign.
5. No portion of this Agreement shall be deemed to constitute a waiver of immunities the Agencies or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care that did not previously exist with respect to any person not a party to this Agreement.
6. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Agencies and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Agencies that any entity other than the undersigned Agencies receiving services or benefits under this Agreement shall be an incidental beneficiary only.

2.1. General Provisions.

- a. Effective Date. The Effective Date of this Agreement shall be the date of CDOT Chief Engineer signatures.
- b. Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the Agencies and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all Agencies to this Agreement.
- c. No Third Party Beneficiaries. The Agencies to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Agencies to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.
- d. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one original Agreement.

e. Severability. Should any section(s) or provision(s) of this Agreement be judicially determined to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement.

f. Financial Obligations. This Agreement does not create any current specific financial obligation for any of the Agencies. Any future specific financial obligation of an Agency shall be subject to the execution of an appropriate encumbrance document, where required. Agencies involved in or affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated therewith, however, notwithstanding any provision of this Agreement, no Agency shall be required to expend its public funds for such undertaking without the express prior approval of its governing body or legally designated official. All financial obligations of the Agencies hereunder shall be contingent upon sufficient funds therefore being appropriated, budgeted, and otherwise made available as provided by law.

g. Termination of Participation. Any of the Agencies may terminate their participation in this Agreement by giving at least ninety (90) days' written notice to the other parties.

h. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Regional Transportation Director, Region 3 222 S. 6th Street, Grand Junction, CO 81501. Said Region Director will also be responsible for coordinating the State's activities under this contract. All communications relating to the day-to-day activities for the work shall be exchanged between Region 3 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:
Weldon Allen
Regional Transportation Director
CDOT Region 3
222 S. 6th Street
Grand Junction, CO 81501
(970) 683-6203

If to the Local Agency:
Trent Prall
Engineering Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, Colorado 81501
(970) 244-1501

3.

3. APPROVALS

By signature below, the Agencies certify that the individuals listed in this document as representatives of the agencies are authorized to act in their respective areas for matter related to this MOU.

THE AGENCIES HERETO have executed this MOU as of the last written date below:

For the City: **THE CITY OF GRAND JUNCTION**

By: _____
Mayor

ATTEST:

City Clerk _____

Approved as to legal form:

City Attorney

For the STATE OF COLORADO
Department of Transportation

CONCUR:

Regional Transportation Director

CONCUR:

ATTEST:

Chief Engineer

Chief Clerk

Date: _____

**OWNERSHIP & MAINTENANCE RESPONSIBILITIES FOR
NORTH AVENUE (SH-006B) & 3 SH 50 (RIVERDIDE PARKWAY) BRIDGE STRUCTURES**

The itemized Exhibit A to the MOU is as follows:

1. This MOU is clarification of contract 05HA300062 and to formalize the jurisdictional swap between the City of Grand Junction and CDOT.
2. CDOT shall only maintain the three bridge structures as defined in Contract 05HA300062 and clarified within this Exhibit, and the portions of the interchange ramps that are in CDOT State Highway 50A right of way.
3. CDOT shall maintain the three bridges structures as constructed and accepted by the City of Grand Junction and CDOT in July of 2009 as part of this agreement.
4. CDOT shall clarify Section 6, D, 3 in contract 05HA300062 to state "CDOT will own any portion of the ramp(s) that is with the existing CDOT right of way."
5. CDOT shall clarify Section 6, D, 2 in contract 05HA300062 to state "Contingent on Section 6,D,1 above, responsibility for Maintenance, including in kind replacement, of the 3 bridge structures (US-50A overpass, two railroad overpass structures) will be conveyed by the city to CDOT when constructed. Once the city completes the construction and the construction is accepted, and the MOU prosecuted, the maintenance of the 3 bridge structures will become the responsibility of CDOT.
6. The words "bridge structure" or "structure" shall be defined as – from abutment to abutment including wing walls, structural walls at the bridges, approach slabs and concrete pavement as defined in the Maintenance limits.
7. CDOT will not be responsible for any future modifications or reconstruction of the two (2) railroad overpass bridges that might be required by the Union Pacific Railroad's future operations. The City shall make no agreement with the railroad to the contrary.
8. As part of the swap the City of Grand Junction shall assume ownership and maintenance of all current CDOT facilities within the entire current State Highway 006B right of way.
9. SH-006B legal description for east & west boundary is as follows:
 - a. All right-of-way (including all or part of Highway ROW Projects U 001-1(14), HES 0003(30), F 001-1(17), and F 001-1(18)) for US Highway 6 & 24 By-Pass, also known as North Avenue, owned by the Colorado Department of Transportation, formerly known as the Colorado Department of Highways, located in Sections 10, 11, 12 13, 14, 15, Township 1 South, Range, 1 West, Ute Meridian, Sections 7, 8, 17, 18, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado lying between boundary lines as described below:

b. West End Boundary Line

- i. Commencing at the found City of Grand Junction monument for the northeast corner of Section 15, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, the basis of bearings being N 89°39'26" W to found Mesa County Survey Marker for the northwest corner of the NE1/4 of the NE1/4 said Section 15;Thence S 78°21'32" W a distance of 1011.38 feet to the Point of Beginning, which is common to at the NW corners of Lot 1, Bozarth Subdivision, recorded in Plat Book No. 16, at page 358, Mesa County Records, and the ROW line of US Highway 6 & 24 By-Pass (also known as North Ave.);,thence N 17°33'03" E, a distance of 343.59 feet, terminating on the northerly ROW line of said 6 & 24 By-Pass.

c. East End Boundary Line

- i. Commencing at the SW Corner of the SE ¼ of the SE ¼ Section 8, T. 1 S., R. 1 E., U. M.; thence N. along the W. line of the SE ¼ of the SE ¼, of said Section 8 a distance of 50.00 feet to the northerly ROW line of US Highway 6 & 24 By-Pass (also known as North Ave.); Thence along said ROW line N 89°51'00" E a distance of 124.20 feet to the Point of Beginning. Thence S 1°17'48" E a distance of 100.00 feet terminating at the southerly ROW line of said US Highway 6 & 24 and the SE corner of ROW parcel 26-A, CDOT project F 001-1(8), as recorded in Book 605, at pages 261-262, Mesa County records.
10. Attached map showing North Ave E-W terminations.
11. Outdoor advertising on North Avenue shall be controlled and oversight maintained by CDOT per the Brooks Law, but delegated to the City of Grand Junction for proper enforcement.
12. CDOT is responsible for maintenance and future replacement of in-kind structures over railroad property. There will be no need for assignment of railroad license to CDOT by the City of Grand Junction. If for any unforeseen reason CDOT cannot perform the work under the Railroad License then the city will contract with CDOT or an outside contractor, but CDOT is responsible for the cost of this maintenance.
13. If delineation or questions of maintenance responsibility arise along the defined boundaries, CDOT and City of Grand Junction shall work together to resolve the problems and assure proper maintenance is completed.
14. The City of Grand Junction shall be responsible for all graffiti removal and associated maintenance.
15. Contract # 05HA300062, Recital 8, definition of interchange for this specific project shall remain the same.
16. Contract # 05HA300062, Exhibit E, defines CDOT and City Riverside Parkway/US 50 Interchange maintenance responsibilities and shall remain the same.
17. Contract # 05HA300062, Section 5 State and Local Agency Commitments shall remain the same.
18. Contract # 05HA300062, Section 10 Maintenance Obligations shall remain the same.
19. CDOT shall be responsible for the following items:
 - a. 3 Bridges as defined in the following and referenced in the as constructed plans. Two (2) structures (#1 & #2) beginning at Riverside Parkway Station 218+90 on the east end extending over Union Pacific Railroad (UPRR) and the SH-50 to the ending at Riverside Parkway Station of 226+30 on the West. One (1) structure (#3) beginning at the East end at Ramp A/C Station 101+12 and defined at the West end at Ramp A/C Station 105+65.

EXHIBIT A

- b. Structural Retaining Walls near both ends of the Bridges and contained within the limits as defined for the structures. All landscape walls including walls 50-G, 50-F, 50-E, 50-L, 50-K, 50-J that are near the structure limits are not conveyed to CDOT for Maintenance, rather will remain the responsibility of the City.
 - c. 200 feet concrete pavement between two bridges defined from Riverside Parkway Stationing 222 +93 to 223+97.
 - d. Structural Walls as follows:
 - i. Wall 50-A
 - ii. Wall 50-B
 - iii. Wall 50-C from stationing 305+68 (21+80) to stationing 20+61 (21+28) from plan sheet BW06.
 - iv. Wall 50-H
 - v. Wall 50-I
 - vi. Wall 50-M
 - vii. Wall 50-N
 - viii. Wall 50-T
 - ix. Wall 50-U
20. The City of Grand Junction shall be responsible for maintenance of all other items as defined in Contract #05HA300062 Exhibit (refer), including but not limited to the following items:
- a. All landscaping
 - b. Non Structural Landscape Retaining Walls
 - c. Ramps not within the structure limits or Existing CDOT ROW limits.
 - d. Painting and Clean up of Graffiti within City and CDOT maintenance areas
 - e. All Lighting and Signing
 - f. Traffic Signals



Date: March 24, 2010
Author: Lisa Cox
Title/ Phone Ext: Planning Manager - 1448
Proposed Schedule:
1st Reading: March 15, 2010
2nd Reading: April 5, 2010

CITY COUNCIL AGENDA ITEM

Attach 13 **Public Hearing—Adoption of the Zoning and Development Code**

Subject: Updated Zoning and Development Code
File # : TAC-2010-020
Presenters Name & Title: Tim Moore, Public Works and Planning Director Lisa Cox, Planning Manager

Executive Summary:

Proposed ordinance to repeal the 2000 Zoning and Development Code, certain Sections of the Transportation Engineering Design Standards Manual, and adoption of the 2010 Zoning and Development Code.

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

The City's Zoning and Development Code is outdated and cannot fully implement the new Comprehensive Plan. The proposed updated Zoning and Development Code has been revised to ensure that it will implement the Vision and Goals of the new Comprehensive Plan.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Final Publication of the Ordinance.

Board or Committee Recommendation:

The Planning Commission recommended approval by a vote of 5-2 of the attached Ordinance at its March 9, 2010 meeting.

Background, Analysis and Options:

In August, 2007, the City of Grand Junction and Mesa County recognized the need to replace the outdated joint 1996 Growth Plan. A new plan was needed to guide the growth of the community for the next 25 years. On February 17, 2010, the Grand Junction City Council adopted the Grand Junction Comprehensive Plan. In order to implement the Vision, Goals and Policies of the Comprehensive Plan, the current Zoning and Development Code needed to be updated. The proposed updated Zoning

and Development Code has been revised to ensure that it will implement the Vision and Goals of the new Comprehensive Plan.

Financial Impact/Budget:

N/A

Legal issues:

None

Other issues:

None

Previously presented or discussed:

This has been discussed in many workshops and most recently at the Council's March 1, 2010 workshop. First reading of the ordinance was at the March 15, 2010 City Council meeting.

Attachments:

Staff report
Ordinance

Background

In August 2007, the City and Mesa County recognized the need to replace the outdated City-County Growth Plan. Growth had occurred both inside and outside of the Persigo 201 Sewer Service Boundary at rates that exceeded what the Growth Plan had anticipated. Policy decision makers needed a plan that could be used to help determine the best location for public infrastructure such as new transportation facilities, water, sewer and other utilities, as well as other public facilities such as parks and open space. A new plan was needed to guide the growth of the community for the next 25 years. As a result, the City and County began the planning process for the first ever Comprehensive Plan.

On February 17, 2010, the Grand Junction City Council adopted the Grand Junction Comprehensive Plan (Plan). The Plan establishes the following Vision:

“Becoming the Most Livable Community West of the Rockies”

As part of the Plan, the following Six Guiding Principals were included to help shape the future of growth of our community:

- A. **Concentrated Centers** - The Plan calls for three types of centers: the City Center, Village Centers and Neighborhood Centers. The Plan establishes “Mixed Use Opportunity Corridors” along some major corridors.
- B. **Sustainable Growth Patterns** - Fiscal sustainability where we grow efficiently and cost-effectively. Encourage infill and redevelopment and discourage growth patterns that cause disproportionate increases in cost of services.
- C. **Housing Variety** – allow and encourage more variety in housing types (besides just large lot single family homes) that will better meet the needs of our diverse population—singles, couples, families, those just starting out, children who have left home, retirees, etc.
- D. **A Grand Green System of Connected Recreational Opportunities** - Take advantage of, and tie together the exceptional open space assets of Grand Junction, including the Colorado River, our excellent park system, trails and our surrounding open spaces.
- E. **Balanced Transportation** - Accommodate all modes of Transportation including: Air, Transit, Freight, Auto, Bike and Pedestrian.
- F. **A Regional Center** - Preserve Grand Junction as a provider of diverse goods, services and residential neighborhoods. The Plan calls for a community that provides strong health, education and other regional services. The Plan calls for the continued development and delivery of those services.

The Comprehensive Plan also established twelve Goals, which describe broad public purposes that help direct policies and programs and thirty Policies which are intended to carry out the Goals. The Goals and Policies provide direction for the Plan; however, the implementation of the Comprehensive Plan will occur through the City's capital improvements plans, area plans, service delivery programs, public and private land use and development decisions and the City's Zoning and Development Code.

In order to implement the Vision, Goals and Policies of the Comprehensive Plan, the Zoning and Development Code (Code) needed to be updated.

With assistance from Code Studios, a consultant specializing in drafting zoning regulations, and a citizen based focus group (the Zoning Code Focus Group), work was undertaken to update the City's existing Code.

Based on input from City Council, stakeholders from the community and City staff, the following five key objectives were identified to guide the updating process:

- Implement the Vision and Goals of the Comprehensive Plan
- Remove barriers to development and redevelopment
- Reduce the burden of nonconformities
- Streamline the development review process
- Reorganize and reformat the Code to make it more user friendly

The following outlines the major proposed changes to the Code by the five key objectives. This not a complete list of all proposed changes, rather it shows the major changes designed to implement the Vision and Goals of the new Plan:

Implement the Vision and Goals of the Comprehensive Plan

- Encourage special consideration for Centers, Downtown and Mixed Use Opportunity Corridors (amendment process, form based districts, Alternative Parking Plan, etc.)
- Comprehensive Plan amendments – clarified decision making between City and County
- Made approval criteria for City amendments consistent with the Comprehensive Plan
- Clarified and expanded Director authority for administrative changes
- Provided opportunity for rezoning in Mixed Use Opportunity Corridors (from residential to mixed use)
- Created a wider palette of districts allowed to implement the Comprehensive Plan (form based districts, Business Park district)
- Reduced minimum lot sizes/setbacks and increased heights in most zone districts
- Added new Table of Districts to show land use designations that implement the Comprehensive Plan
- Changed neighborhood meeting content (concept plan required) and the City's role (educating the public about City goals and vision) at the meeting to engage the neighborhood more in the development process

Remove barriers to development and redevelopment

- Eliminated or reduced minimum lot size for most residential zone districts
- Increased density allowances for group homes
- Added new “Special Permit” for additional height, building area, fences (approved by City Council)
- Administrative changes allowed to Comprehensive Plan via amendment process (approved by Director)
- Revised Use Table to eliminate certain Conditional Uses and provide more uses by right
- Reduced landscaping requirements in the I-1, I-2 and B-2 zone districts
- Eliminated side yard landscaping in the I-1 and I-2 zone districts
- Reduced buffering and screening requirements between certain zone districts
- Encourage water wise (xeric) planting with reduced plant sizes
- Eliminated Open Space requirements in Multi-family development
- Existing districts retained, new form districts added as an option
- Revised buffer table (less instances where buffers are required), reduced buffer width
- Standardized bicycle parking space requirement (same for all development)
- Alternative parking plan provides Director flexibility (parking ratios may be modified and approved as part of site plan approval)
- Eliminated requirement for 20-year lease for shared parking; handicap parking may be provided on street in public right-of-way; parking rations lowered for certain uses
- Floor Area Ratio (FAR) has been eliminated
- Deleted site analysis requirement for large development (only required when conditions warrant)
- Special Permit allowed for interim uses

Reduce the burden of nonconformities

- Old Code combined nonconforming use, sites and structures....new format separates each into its own section to be more user-friendly
- Change of Use: Director authority to approve a new, less nonconforming use
- Nonconforming residential use: Accessory structures such as garage/storage shed are now allowed
- Nonconforming structures maintenance and restoration:
 - Nonconforming structures may be maintained or restored provided there is no expansion of the nonconformity.
 - Mesa County Assessor’s appraisal may be used (if not more than 12 months old) to determine the fair market value of the structure
 - Maintenance, restoration or remodel work of 25% or more will require corresponding percentage compliance with landscaping only
 - Landscaping and related improvements may be installed up to 24 months after issuance of a Certificate of Occupancy when guaranteed by a DIA and financial security
- Nonconforming sites:

- New threshold of 65% increase of gross square footage of existing structure triggers site upgrades (used to be 35%)
- Less than 65% triggers corresponding increase for landscaping, screening and buffering
- Director now has authority to consider exceptions for properties that are physically constrained from full compliance (formerly known as the Site Design Exception process)
- Change of use must provide difference between required parking for prior use and the required parking for proposed use. If less than 5 new parking spaces are required, no new parking must be provided.

Streamline development review process

- Staff administered review and approval of subdivisions, condominium plats and lease holdings
- Expanded minor deviation as administrative adjustment
- Added minor exemption subdivisions
- New “Special Permit” allows standards in special circumstances to be exceeded, following public hearing before City Council
- Administrative changes to Comprehensive Plan allowed by Director
- Sign Packages are approved administratively
- Revised code amendment and rezoning criteria
- Established rezoning criteria for Mixed Use Opportunity Corridors
- Streamlined Planned Development (eliminated Preliminary Plan requirement), simplified review process
- New alternative parking plan allows staff modification of parking ratios, shared parking, off-site parking
- Clustering provisions simplified
- Nonconforming provision simplified, clarified
- Updated Use Table to reduce CUP’s and create more allowed uses

Reorganize and reformat the Code to make it more user-friendly

- Made changes in Code organization/reformatting, consolidate similar topics (ie: fence provisions, group homes)
- Added Headers/Footers for easier navigation through Code
- Added cross-references to help navigate the Code
- Reduced overall length of the Code by approximately 100 pages
- Added improved Table of Contents and a new Index
- Reorganized various Tables for easier use
- Combined some categories, separated others and eliminated some land use categories in the Use Table (ie: added Contractors and Trade Shops, Oil and Gas Operations to “Industrial Service”)
- Consolidated fence provisions, added Special Permit option
- Added additional graphics to help illustrate standards
- Provided two new Zone District Summary Tables (dimensional standards)
- Provided links to Use Standards from the Use Table with online use of Code
- Deleted outmoded regulations (for example, standards for “racing pigeons”)
- Incorporated key TEDS provisions (lighting, parking, private streets)

- Added new definitions and provided clarification of other key definitions

Consistency with the Comprehensive Plan

The proposed Zoning and Development Code has been updated and revised to ensure that it will implement the new Comprehensive Plan. The proposed Zoning and Development Code is consistent with the following goals and policies of the Comprehensive Plan:

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

Policies:

- A. To create large and small “centers” throughout the community that provides services and commercial areas.
- B. Create opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

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

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

Policy:

- B. Encourage mixed-use development and identification of locations for increased density.

Goal 7: New development adjacent to existing development (of a different density/unit type/land use type) should transition itself by incorporating appropriate buffering.

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

Policies:

- A. Design streets and walkways as attractive public spaces;
- B. Construct streets in the City Center, Village Centers, and Neighborhood Centers to include enhanced pedestrian amenities;
- D. Use outdoor lighting that reduces glare and light spillage, without compromising safety;
- E. Encourage the use of xeriscape landscaping;
- F. Encourage the revitalization of existing commercial and industrial areas.

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

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

Policy:

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

Process

Work to update the Code began in late 2008. The City's Zoning Code Focus Group was expanded from 11 to 19 members that would represent citizen's and the development community's interests in the process.

The City's consultants, Code Studio, began by preparing a critique of the current Code with the intent to identify opportunities for improving the Code and to streamline the development review process. This was the technical assessment phase of the Code update. The Zoning Code Focus Group, City staff and citizen stakeholders were interviewed by the consultant to obtain information and suggestions about needed changes to the Code.

Between November, 2008 and January, 2009 the consultant submitted 3 modules (the original Code divided into 3 sections) to the City for review and comment. Each module outlined proposed changes to improve the Code and were reviewed by staff and the Zoning Code Focus Group for comments and input.

With feedback from staff and the Zoning Code Focus Group, a consolidated draft of the updated Code was submitted by the consultant to the City for review. Staff worked with the consultant to introduce new language to implement the new Comprehensive Plan and to ensure that all other objectives to updating the Code were met. The result was the Public Review draft which would be submitted for public review and comment.

The Public Review draft was posted to the City's website for public review and comment on January 29, 2010. No comments were received from the general public on the proposed Code.

A final review of the Public Review version of the proposed Code was made by the Zoning Code Focus Group. Key comments from the Focus Group were incorporated into the final, public hearing version of the Code which is attached to this staff report.

Additional information

As a part of the final review of the proposed Code, there are three additional changes proposed that were not reviewed by the Planning Commission. Each of the following proposals supports the vision and goals of the Comprehensive Plan:

1. To ensure that minimum density can be achieved in the R4 zone district, staff proposes that the minimum lot size be reduced from 8,000 square feet to 7,000 square feet and that the minimum lot width be reduced from 75 feet to 70 feet. The proposed change is found in Section 21.03.040(e).
2. Because the market may not be ready for the density/intensity that the Comprehensive Plan anticipates (particularly in new Village and Neighborhood centers) staff proposes that an interim land use be allowed as a Special Permit.

The scope and duration of the interim use would be incorporated into the conditions of the Special Permit that would be approved by City Council. Allowing an interim use would permit a property owner to gain use and value from their property until the market is ready for the growth anticipated by the Comprehensive Plan. The proposed change is found in Section 21.02.120.

3. If a trail(s) has been constructed in addition to the construction of required sidewalks, the owner may request an offset or credit for the cost of construction of the trail(s) against the Open Space fee. The proposed change is found in Section 21.06.020(c).

At the conclusion of its review of the Code, the Planning Commission approved all of the proposed changes with a 5-2 vote. Because the Planning Commission is a recommending body the Code now comes to Council for final action. While the Planning Commission has forwarded the Code with a recommendation of approval, there is one aspect of that recommendation that the staff would ask Council to specifically consider. The Staff's concern is about a recommended change by the Planning Commission to the I-1 zone district. As recommended by Planning Commission the Code would disallow bars/nightclubs in the I-1 zone district. Staff recommends that bars/nightclubs continue to be allowed in the I-1 zone district so as not to create an inconsistency with and between other zone districts that allow bars/nightclubs. The 2000 Code allows bars/nightclubs in I-O, I-1 and I-2; the 2010 Code as recommended by the Planning Commission would allow bars/nightclubs in I-O and I-2 but not I-1. The Planning Commission expressed concern about keeping industrially zoned property available for industry; however, from a staff perspective the elimination of bars/nightclubs in I-1 does not significantly advance that objective and in turn would be inconsistent and create confusion with other zoning districts in which that use would be allowed.

Findings of Facts/Conclusions

After reviewing the proposed ordinance, TAC-2010-020, the Planning Commission made the following findings of fact and conclusion:

1. The request is consistent with the goals and policies of the Comprehensive Plan.
2. The proposed updated Zoning and Development Code will help implement the vision, goals and policies of the Comprehensive Plan.

Planning Commission Recommendation

After consideration of the proposed 2010 Zoning and Development Code the Planning Commission recommended approval of the ordinance at its March 9, 2010 meeting.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REPEALING THE 2000 ZONING AND DEVELOPMENT CODE,
REPEALING CERTAIN SECTIONS OF THE TRANSPORTATION ENGINEERING
DESIGN STANDARDS MANUAL AND ADOPTING THE 2010 ZONING AND
DEVELOPMENT CODE**

Recitals

In August 2007, the City and Mesa County recognized the need to replace the outdated City-County Growth Plan. A new plan was needed to guide the growth of the community for the next 25 years. On February 17, 2010, the Grand Junction City Council adopted the Grand Junction Comprehensive Plan (Plan).

In order to implement the Vision and Goals of the Comprehensive Plan, the Zoning and Development Code (Code) needed to be updated. The City's Code is dated and cannot fully implement the new Comprehensive Plan.

With input from community stakeholders, staff and City Council, the proposed Zoning and Development Code has been updated and revised to ensure that it will implement the new Comprehensive Plan.

After public notice and public hearing as required by the Charter and Ordinances of the City, the Grand Junction Planning Commission recommended approval of the proposed 2010 Zoning and Development for the following reasons:

The request is consistent with the goals and policies of the Comprehensive Plan. The proposed updated Zoning and Development Code will help implement the vision, goals and policies of the Comprehensive Plan.

After public notice and public hearing before the Grand Junction City Council, the City Council hereby finds and determines that the proposed 2010 Zoning and Development Code will implement the vision, goals and policies of the Comprehensive Plan and should be adopted.

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

The 2000 Zoning and Development Code is hereby repealed.

The following sections of the Transportation Engineering Design Standards Manual are hereby repealed:

Section 4.3.1, On-site Roads
Section 4.3.2, Parking

Section 4.3.2.1, Parking Stall and Aisle Design
Section 4.3.2.2, Accessible Parking for Physically Handicapped Persons
Section 4.3.2.3, Maximum Allowable Grades in Parking Lots
Section 4.3.2.4, Lighting
Section 13.1, Private Streets
Section 13.2, Shared Driveway and Loop Lanes
Section 13.2.1, Shared Driveway Standards
Section 13.2.2, Loop Lane Standards

The updated Zoning and Development Code, also known as the 2010 Zoning and Development Code, attached hereto and incorporated by this reference as if fully set forth, is hereby adopted.

INTRODUCED on first reading the 15th day of March, 2010 and ordered published in pamphlet form.

PASSED and **ADOPTED** on second reading the ____ day of _____, 2010 and ordered published in pamphlet form.

ATTEST:

City Clerk

President of the City Council



CITY COUNCIL AGENDA ITEM

Attach 14 **Public Hearing—Sign Code Amendment**

Date: March 24, 2010
Author: John Shaver and Lisa Cox
Title/ Phone Ext: Attorney/1506 and
Planning Manager/1448
Proposed Schedule: January 20, 2010
2nd Reading: April 5, 2010

Subject: Sign Code Amendment
File # : TAC-2009-251
Presenters Name & Title: Lisa Cox, Planning Manager

Executive Summary:

Proposed amendment to repeal and reenact Section 21.06.070(b)(6) and amend Section 21.06.070(g)(4) of the Zoning and Development Code regarding lighted, moving and changeable copy on and off premise signs.

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

The City’s Zoning and Development Code is dated and does not recognize the technological advances that are available for commercial and non-commercial signs. The proposed amendment would permit commercial and non-commercial signs to take advantage of current technologies and thereby further promote goods and services offered which support the City’s role of being a regional provider of such services. The proposed amendment supports Goal 12 and Policies A and B of the Comprehensive Plan.

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

Policy A: Through the Comprehensive Plan’s policies the City and County will improve as a regional center of commerce, culture and tourism.

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

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Publication of the Ordinance

Board or Committee Recommendation:

The Legislative Committee of City Council met on March 24, 2010 and discussed the issue. The Committee recommended consideration of the attached ordinance.

Background, Analysis and Options:

Section 21.06.070(b)(6) of the Zoning and Development Code provides that signs that flash, move, blink, change color, chase or have other animation effects are prohibited. With changing technology many signs are now capable of displaying much more information in the form of electronic messages and images. The conventional wisdom regarding electronic signs is that electronic signs cause accidents by distracting the driver, but that has not proven to be the case. Variable electronic message signs do not cause traffic accidents and may in fact prevent them due to superior legibility, readability and conspicuity.

In a report entitled *Potential Safety Effects of Electronic Billboards on Driver Attention and Distraction* the Federal Highway Administration (FHWA) could make no conclusive finding correlating electronic signs and roadway safety. In another study of tri-vision billboards the FHWA found that tri-vision signs do not appear to compromise the safety of the motoring public and a majority of states allow tri-vision signs with no reports of increases in traffic accidents in those states due to tri-vision signs being installed adjacent to highways. There is data that flashing lights do contribute to accidents; however, the FHWA has determined that electronic signs when operated in a certain manner do not constitute flashing, intermittent or moving lights.

In order for electronic signs not to become distracting the signs must change messages at only reasonable intervals. A common, long-lived sign that motorists are familiar with is the "time and temperature" display. Those signs change every 1-2 seconds and do so without any negative impact on traffic safety. Changes of messages and/or light intensities that occur at intervals of 1-2 seconds are by FHWA's definition not flashing, intermittent or moving.

The 2009 *Manual on Uniform Traffic Control Devices (MUTCD)* adopted December 16, 2009 provides guidance in determining safe techniques for displaying a message(s) on a changeable message sign. Those techniques are restated in the proposed ordinance.

According to the *Symposium on Effective Highway Accident Countermeasures*, our mobile society requires traffic-oriented messages that are easily discernable and quickly readable and understandable. To assist safety and to meet the need for information, signs should provide drivers with clear images and messages, which are visible under most conditions.

Because the City's code is dated and does not recognize the technological advances that are available for commercial and non-commercial signs and in accordance with the foregoing recitals, the Legislative Committee of the City Council, which has been tasked with studying this issue, does recommend to the City Council the repeal and reenact Section 21.06.070(b)(6) and amend Section 21.06.070(g)(4) of the Zoning and Development Code. The Legislative Committee finds that electronic message signs should change at no less than a 1 second interval and preferably at an interval of 2-3 seconds but does not recommend a separate regulation.

Consistency with the Comprehensive Plan:

The proposed amendment supports Goal 12 and Policies A and B of the Comprehensive Plan.

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

Policy A: Through the Comprehensive Plan's policies the City and County will improve as a regional center of commerce, culture and tourism.

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

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the proposed amendment, TAC-2009-251, the following findings of fact and conclusion has been determined:

1. The requested amendment is consistent with the goals and policies of the Comprehensive Plan as noted in this report; and
2. The Code should be amended in accordance with the proposed ordinance.

Financial Impact/Budget:

N/A

Legal and other issues:

Planning and Legal staff will be available to discuss the proposed ordinance.

Previously presented or discussed:

This item was presented for first reading in January. The Legislative Committee met twice and discussed the ordinance and the issues.

Attachments:

Ordinance

CITY OF GRAND JUNCTION

ORDINANCE NO. ____

AN ORDINANCE REGARDING LIGHTED, MOVING AND CHANGEABLE COPY ON AND OFF PREMISE SIGNS

The Zoning and Development Code has heretofore provided that signs that flash, move, blink, change color, chase or have other animation effects are prohibited. With changing technology many signs are now capable of displaying much more information in the form of electronic messages and images. The conventional wisdom regarding electronic signs is that electronic signs cause accidents by distracting the driver, but that has not definitively proven to be the case.

In a report entitled *Potential Safety Effects of Electronic Billboards on Driver Attention and Distraction* the Federal Highway Administration (FHWA) could make no conclusive finding correlating electronic signs and roadway safety. In another study of tri-vision billboards the FHWA found that tri-vision signs do not appear to compromise the safety of the motoring public and a majority of states allow tri-vision signs with no reports of increases in traffic accidents in those states due to tri-vision signs being installed adjacent to highways. There is data that flashing lights do contribute to accidents; however, the FHWA has determined that electronic signs when operated in a certain manner do not constitute flashing, intermittent or moving lights.

In order for electronic signs not to become distracting the signs must change messages at only reasonable intervals. A common, long-lived sign that motorists are familiar with is the "time and temperature" display. Those signs change every 1-2 seconds and do so without any negative impact on traffic safety. Changes of messages and/or light intensities that occur at intervals of 1-2 seconds are by FHWA's definition not flashing, intermittent or moving.

According to the *Symposium on Effective Highway Accident Countermeasures*, our mobile society requires traffic-oriented messages that are easily discernable and quickly readable and understandable. To assist safety and to meet the need for information, signs should provide drivers with clear images and messages, which are visible under most conditions.

Because the City's Code does not recognize the technological advances that are available for commercial and non-commercial signs and in accordance with the foregoing recitals, the Legislative Committee of the City Council, which has been tasked with studying this issue, does recommend to the City Council the repeal and reenactment of paragraph 6 of Chapter 21.06.070 and the amendment of Section 21.06.070(g)(4) by the addition of subparagraph (vii) as follows, of the Zoning and Development Code all as more particularly stated herein below.

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

Section 21.06.070 of the City of Grand Junction Zoning and Development Code regarding lighted, moving and changeable copy signs is repealed and reenacted as follows: (repealed terms are shown in strikethrough, reenactment is shown underlined)

Prohibited signs are signs which:

6. ~~Flash, move, blink, change color, chase or have other animation effects, except the following:~~
 - a) ~~Time and temperature signs;~~
 - b) ~~Revolving signs which do not exceed the rate of seven (7) revolutions per minute. Such rotating signs shall be engineered to maintain rotations at a rate not to exceed seven (7) revolutions per minute under a wind load of thirty (30) pounds per square foot. Revolving beacon lights are not permitted.~~
 - c) ~~Electronic changeable copy signs that do not change the message or copy more than once every 24 hour period.~~
6. Do not comply with the law, rules and regulations of the State of Colorado as now or hereafter enacted and/or amended. See, C.R.S. 43-1-401 et. seq.

And

Section 21.06.070(g)(4) of the Zoning and Development Code regarding Off Premise (Outdoor Advertising Sign) is amended by the addition of subparagraphs (vii) as follows.

(Amendatory language is shown by underline)

Off Premise signs erected on ground or wall locations (and roof locations done within the regulations and limitations of roof signs) shall only be permitted in the C-2 (General Commercial) and I-1 and I-2 (Industrial) zones subject to the following conditions:

21.06.070(g)(4)(vii) Prohibited Signs:

- (vii) Are signs that do not comply with the law, rules and regulations of the State of Colorado as now or hereafter enacted or amended. See, C.R.S. 43-1-401 et. seq.

Introduced on first reading this 20th day of January, 2010.

PASSED AND ADOPTED on second reading by the City Council of the City of Grand Junction, Colorado this ____ day of ____, 2010.

President of the Council

Attest:

City Clerk