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**CITY COUNCIL AGENDA
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET
MONDAY, OCTOBER 4, 2010, 7:00 P.M.**

Call to Order

Pledge of Allegiance

Invocation – Pastor Randy David, Pear Park Baptist Church

[The invocation is offered for the use and benefit of the City Council. The invocation is intended to solemnize the occasion of the meeting, express confidence in the future and encourage recognition of what is worthy of appreciation in our society. During the invocation you may choose to sit, stand or leave the room.]

Proclamations

Proclaiming October 3 – 9, 2010 as "Fire Prevention Week" in the City of Grand Junction

Proclaiming October 2010 as "National Arts and Humanities Month" in the City of Grand Junction

Recognitions

Starburst Award for Excellence presented to City of Grand Junction Parks and Recreation Department by Matt Robbins with Colorado Lottery for the Re-development of Rocket Park

Recipient of Yard of the Month for October

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

REVISED

Appointments

To the Grand Junction Housing Authority

Council Comments

Citizen Comments

***** CONSENT CALENDAR ***®**

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

Action: Approve the Minutes of the September 13, 2010 Regular Meeting

2. **Setting a Hearing on Zoning the Cris-Mar Enclave Annexation, Located North and East of 29 Road and F Road** [File #ANX-2010-110] [Attach 2](#)

A request to zone the 108.62 acre Cris-Mar Enclave Annexation, located north and east of 29 Road and F Road, which consists of 265 parcels, less 21.94 acres of public right-of-way, to an R-5 (Residential 5 du/ac) zone district.

Proposed Ordinance Zoning the Cris-Mar Enclave Annexation to R-5 (Residential 5 DU/AC), Located North and East of 29 Road and F Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for October 18, 2010

Staff presentation: Brian Rusche, Senior Planner

3. **Setting a Hearing on the McConnell South 12th Street Right-of-Way Vacation, Located Adjacent to 1101 Winters Avenue** [File #VR-2010-093] [Attach 3](#)

A request to vacate an unused portion of South 12th Street right-of-way adjacent to 1101 Winters Avenue. This vacation relieves the City of maintenance of this unused portion of right-of-way and allows the applicant to install security fencing that will meet the Code requirements.

Proposed Ordinance Vacating Right-of-Way for South 12th Street, Located at 1101 Winters Avenue

Action: Introduction of a Proposed Ordinance and Set a Hearing for October 18, 2010

Staff presentation: Lori V. Bowers, Senior Planner

4. **Setting a Hearing on the Buescher Right-of-Way Vacation, Located Adjacent to 749 Golfmore Drive** [File #VR-2010-105] [Attach 4](#)

Applicant Louis Buescher is requesting to vacate a portion of unimproved G 1/2 Road right-of-way located adjacent to 749 Golfmore Drive in anticipation of a proposed single-family residence building addition.

Proposed Ordinance Vacating a Portion of G ½ Road for the Buescher Right-of-Way Vacation Located Adjacent to 749 Golfmore Drive

Action: Introduction of a Proposed Ordinance and Set a Hearing for October 18, 2010

Staff presentation: Scott D. Peterson, Senior Planner

5. **Setting a Hearing Accepting and Approving Alley Improvement District ST-10** [Attach 5](#)

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

- East/West Alley from 11th to 12th, between Belford Avenue and North Avenue

Resolution No. 40-10—A Resolution Approving and Accepting the Improvements Connected with Alley Improvement District No. ST-10

Proposed Ordinance Approving the Assessable Cost of the Improvements Made In and for Alley Improvement District No. ST-10 in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11th Day of June, 1910, as Amended; Approving the Apportionment of Said Cost to Each Lot or Tract of Land or Other Real Estate in Said Districts; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate in Said Districts; Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

®Action: *Adopt Resolution No. 40-10 and Set a Public Hearing for November 15, 2010*

Staff presentation: Tim Moore, Public Works and Planning Director

6. **Transfer of Control of the City of Grand Junction, Colorado Cable Television Franchise** [Attach 6](#)

Bresnan Communications LLC (Franchisee) owns, operates, and maintains a cable television system in the City pursuant to a grant of a franchise (Franchise) made April 5, 2005. The Franchisee is the current lawful and duly authorized holder of the Franchise.

As such an application has been filed with the Federal Communications Commission (FCC) seeking consent to assignment or transfer of control of the cable television franchise.

The Franchisee and BBHI Holdings, LLC have requested that the City consent, as the franchise authority and as required by the Franchise and the FCC, to the assignment or transfer of control of the Franchise to BBHI Holdings, LLC.

City legal and finance staff have reviewed the application and recommend that the City Council approve the assignment or transfer of control of the cable television franchise.

Resolution No. 41-10—A Resolution Approving the Change of Control of the Franchisee (Bresnan Communications) of the City of Grand Junction, Colorado Cable Television Franchise Agreement

®Action: *Adopt Resolution No. 41-10*

Staff presentation: John Shaver, City Attorney

7. **Contract Award for Hawthorne Park Restroom Shelter** [Attach 7](#)

This approval request is for the award of a construction contract to Emery Welsh Construction for the replacement of the restroom shelter at Hawthorne Park due to age, condition, accessibility, and safety concerns.

Action: Authorize the City Purchasing Division to Enter into a Contract, in the Amount of \$137,777.93 with Emery Welsh Construction, Inc. for the Completion of the Restroom Shelter at Hawthorne Park

Staff presentation: Rob Schoeber, Parks and Recreation Director
Jay Valentine, Assistant Financial Operations Manager

8. **US 6 West/SH 139 Access Control Plan** [Attach 8](#)

The City of Grand Junction has been working with CDOT, Mesa County, and the City of Fruita for the past year on an access control plan for US 6 from Loma to Redlands Parkway. The Plan also covers SH 139 in Loma. The completed plan has been through extensive public review with adjacent property owners and businesses and is ready for presentation to the Council to enter into an IGA jointly with CDOT, Mesa County, and the City of Fruita.

Action: Authorize the City Manager to Sign an Intergovernmental Agreement for US 6 West/SH 139 Access Control Plan between the City of Grand Junction, Mesa County, City of Fruita, and the State of Colorado Department of Transportation

Staff presentation: Tim Moore, Public Works and Planning Director

9. **Memorandum of Agreement between the City of Grand Junction and the Colorado Plateau Mountain Bike Trail Association Inc. (COPMOBA)** [Attach 9](#)

A Memorandum of Agreement to establish and define the relationship between the City of Grand Junction and COPMOBA regarding the construction of the Lunch Loop Skills Area Developmental Bike Park on City property.

Action: Authorize the City Manager and Parks and Recreation Director to Sign the Memorandum of Agreement

Staff presentation: John Shaver, City Attorney

***10. **Sale of Property – Lot Two of the Parkway Viaduct Subdivision Located Near 2507 Highway 6&50** [Attach 11](#)

The City has entered into contract with Carville's Auto Mart Inc. for the sale of the real property located near 2507 Highway 6&50. The property was purchased by the City in 2005 for the construction of the Riverside Parkway. The property

that is being sold is the remnant from that which was used for the Parkway construction.

Resolution No. 42-10—A Resolution Authorizing the Sale by the City of Grand Junction, Colorado, of Certain Real Property; Ratifying Actions Heretofore taken in Connection Therewith

®Action: *Adopt Resolution No. 42-10*

Staff presentation: John Shaver, City Attorney

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

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

11. **Public Hearing – Prohibition of Medical Marijuana Commercial Activity**

[Attach 10](#)

In the prior staff report references were made to City Council having considered this matter on August 30, 2010. The correct date is September 1, 2010. This report has been revised to reflect the correct date.

Attached to this report is a revised ordinance. The revisions to the ordinance are highlighted. Specifically those revisions are found on page 1, where the incorrect date of August 30th is amended to September 1, 2010 and on page 3. The first revision on page 3 is the inclusion of a citation to the Federal and State law regulating controlled substances. The second revision provides for an alternative spelling of marijuana.

On September 1, 2010 the City Council considered prohibition of the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana infused products manufacturing operations in the City. Following consideration, the City Council requested the City Attorney to write an ordinance prohibiting the same. The ordinance is presented here for consideration.

Ordinance No. 4437—An Ordinance Prohibiting the Operation of Medical Marijuana Businesses and Amending the Grand Junction Municipal Code by the Addition of a New Section Prohibiting Certain Uses Relating to Marijuana

Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4437*

Staff presentation: John Shaver, City Attorney

12. **Non-Scheduled Citizens and Visitors**
13. **Other Business**
14. **Adjournment**

Attach 1
Minutes of previous meeting

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING

September 13, 2010

The City Council of the City of Grand Junction convened into regular session on the 13th day of September 2010 at 7:01 p.m. in the City Auditorium. Those present were Councilmembers Bruce Hill, Tom Kenyon, Gregg Palmer, Bill Pitts, Sam Susuras and Council President Teresa Coons. Councilmember Bonnie Beckstein was absent. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Coons called the meeting to order. Councilmember Hill led the Pledge of Allegiance followed by a moment of silence.

Proclamations

Proclaiming the Week of September 17 through September 23, 2010 as "Constitution Week" in the City of Grand Junction

Proclaiming October 2, 2010 as "Oktoberfest Day" in the City of Grand Junction

Proclaiming September 27, 2010 "Family Day – A Day to Eat Dinner with Your Children™" in the City of Grand Junction

Recognitions

Rob Schoeber, Director of Parks and Recreation, introduced this new program, "Yard of the Month". There are beautiful yards across the valley and the Parks and Recreation Department wants to take the time to recognize them. He introduced Tom Ziola, Parks and Recreation Forestry/Horticulture Supervisor, who was the "brainchild" of the recognition. Mr. Ziola said it was initiated by the Desert Garden Club and the department picked it up from them. He gave a background of the Yard of the Month and how this is judged. He then announced the September Yard of the Month award goes to Michelle Alford at 405 Belford Avenue who unfortunately could not be present. A sign is placed in the winner's yard and a plaque is given to the individual.

Council President Coons advised that she was one of the judges and mentioned there were some very qualified judges for the competition.

Council Comments

There were none.

Citizen Comments

There were none.

City Manager's Report

City Manager Laurie Kadrach presented a slide show and report on sales and use taxes. Collections are up slightly from the same month last year. The County collections were down due to a one time refund the County made last month. If collections stay on this same trend, the budget should balance by year end. The next slide showed the sales tax collections since January 2009. Although there are increases, it is still well below previous years' collections.

Regarding sales tax enforcement, since it is vital to provide services to the community, compliance is necessary. The City has enforcement for those that are not in compliance. A chart was presented that showed the number of accounts out of compliance. City Manager Kadrach explained each category. The ones collecting the least amount of money (those that file quarterly or annually) are the majority of those that are delinquent.

Council President Coons asked for clarification on what "voluntary compliance" is. City Manager Kadrach said they all must file, it is the filing cycle that is voluntary.

Councilmember Kenyon asked about the percentage delinquent. City Manager Kadrach said that 5% are more than nine months delinquent. Mr. Kenyon asked if businesses have been seized that are delinquent. City Manager Kadrach said they have, but not consistently. Enforcement was based on three priorities – physical location within the City, the amount and level of delinquency, and their history of filing.

Councilmember Palmer asked about the level of delinquency being made a priority. City Manager Kadrach said more than \$300 owed. She added that there are penalties for late filers and the penalties increase for repeat offenders. The goal though is to keep the vendors in business. Enforcement will be stepped up as a new person has been assigned to enforcement.

Councilmember Kenyon asked, if they refuse to pay, are there criminal penalties? City Attorney Shaver said they can be prosecuted criminally.

Councilmember Palmer asked what message should be sent to the taxpaying community. City Manager Kadrach said that the account should be paid within a nine month period or

the City will move toward a seizure process. There are a variety of methods being used to get vendors into compliance.

Councilmember Susuras asked when the seizure process starts. City Manager Kadrich said that once a business is past nine months overdue, the City moves into a stronger enforcement posture in most cases, but there are some exceptions.

Councilmember Susuras asked how long the seizure process takes. City Manager Kadrich responded that most move quickly and many times the business will get assistance from family or others to get into compliance.

City Attorney Shaver said it does depend on the individual circumstances. Once it is determined that a business is in distress, the process moves fairly quickly.

Councilmember Susuras asked if all the legal work is done in house. City Attorney Shaver answered affirmatively.

CONSENT CALENDAR

Councilmember Palmer asked to pull item #7 for individual consideration.

Councilmember Susuras moved for adoption of and then read the Consent Calendar Items #1 through #6. Councilmember Hill seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meeting**

Action: Approve the Minutes of the August 30, 2010 Regular Meeting

2. **Setting a Hearing on Prohibition of Medical Marijuana Commercial Activity**

On August 30, 2010 the City Council considered prohibition of the operation of medical marijuana centers, optional premises cultivation operations and medical marijuana infused products manufacturing operations in the City. Following consideration, the City Council requested the City Attorney write an ordinance prohibiting the same. The ordinance is presented here for consideration.

Proposed Ordinance Prohibiting the Operation of Medical Marijuana Businesses and Amending the Grand Junction Municipal Code by the Addition of a New Section Prohibiting Certain Uses Relating to Marijuana

Action: Introduction of a Proposed Ordinance and Set a Hearing for October 4, 2010

3. **CDBG Subrecipient Contracts for Funds and Projects within the Community Development Block Grant (CDBG) 2010 Program Year** [File #CDBG 2010-03; 2010-05; 2010-08]

The Subrecipient Contracts formalize the City's award of a total of \$52,782 to various non-profit organizations allocated from the City's 2010 CDBG Program as previously approved by Council.

Action: Authorize the City Manager to Sign the Subrecipient Contracts with the St. Mary's Foundation Foster Grandparent Program, the Center for Enriched Communications dba Counseling and Education Center and the Center for Independence for the City's 2010 Program Year Funds

4. **Contract Award for Visitor and Convention Bureau Web Site Marketing Services**

In an effort to promote Grand Junction as a visitor destination, Staff is requesting a contract award for Web Site Marketing. The selected firm will work together with the Grand Junction Visitor and Convention Bureau (GJVCB) to meet marketing objectives.

Action: Authorize the Purchasing Division to Award a Contract to Miles Media of Sarasota, Florida in the Amount of \$125,000 for Web Site Marketing Services

5. **2010 Railhead Lift Station Replacement Project**

The existing Railhead Lift Station serves an area extending from the Appleton neighborhood on the northeast to the commercial/industrial area near I-70B and I-70 on the southwest. The existing station is over 28 years old and is failing, with monthly repairs required to keep it operational. A complete failure of the lift station could result in sewage spills reaching the Colorado River. This project will replace the aging lift station with a new lift station that will operate for at least 50 years.

Action: Authorize the City Purchasing Division to Enter into a Contract with M.A. Concrete Construction, Inc. in the Amount of \$198,168.60 for the Completion of the 2010 Railhead Lift Station Replacement Project

6. **Federal Aviation Administration Airport Improvement Program Grant AIP-46 at the Grand Junction Regional Airport and Supplemental Co-sponsorship Agreements for Construction of a Perimeter Fence**

AIP-46 is a grant for \$4,150,000.00 for the construction of perimeter fence that was designed with the previously approved AIP-44 grant for \$497,361.00 for the

design of the southern Perimeter Fence which will replace all fence from 27 ¼ Road to north of the Speedway on the east end of the Grand Junction Regional Airport property. The Supplemental Co-sponsorship Agreements are required by the FAA as part of the grant acceptance by the City.

Action: Authorize the Mayor and City Attorney to sign the original FAA AIP-46 Grant Documents for the Construction of the Southern Portion of Perimeter Fence at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreements for AIP-46

7. **Change Order #1 to the Construction Contract for the 29 Road and I-70B Interchange Phase Project** moved to individual consideration

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Change Order #1 to the Construction Contract for the 29 Road and I-70B Interchange Phase Project

Change Order #1 to the Construction Contract for the 29 Road and I-70B Interchange Phase Project would increase the contract amount by \$283,000. Because funding for the project is being shared equally between the City and County, the City's share of the Change Order cost would be \$141,500. This Change Order is necessary because the actual conditions being encountered in the field do not fit with the original design and additional construction work must be added to the contract to ensure that the structure will meet the 50 year design life.

Tim Moore, Public Works and Planning Director, was present for this item.

Councilmember Palmer expressed his dismay that this change order is coming forward. He thought such items as these would have been already included in the contract.

Mr. Moore explained that a certain amount of contingency was built into the contract but when these changes that will affect the contingency come up, they are brought to City Council. In designing the contract, the City did much investigation in order to eliminate as many uncertainties as possible because if a contractor has to go into a project with uncertainties, they will charge more from the beginning. When these different soil conditions came up, the City determined what the best approach would be and then presented that to the contractor.

Councilmember Palmer has seen a number of change orders in the past and he wondered if the low bidder may have bid low and then come back with changes. Mr. Moore said that does not happen very often. In this case, they are not charging the taxpayers more money, they are paying for what they need. The same contractor would have been selected as the unit price was still the low bid.

Mr. Moore said the question posed by Councilmember Palmer was also their question so they researched it and in only 2% of the cases the change orders were with contractors from out-of-town.

Councilmember Susuras asked how much contingency is usually built into projects. Mr. Moore said, with this large contract, the contingency is \$350,000.

Councilmember Kenyon noted the change order is quite large but it sounds like they are having to replace the subsoil to avoid settling. Mr. Moore said that is correct.

Councilmember Pitts asked if there is potential that this would happen in another area. Mr. Moore said that potential is reduced for this project as most of the subgrade has now been exposed.

Council President Coons said it makes sense to build into the budget a contingency because many times unknowns occur.

Councilmember Susuras moved to authorize the City Purchasing Division to execute Change Order #1 to the Construction Contract with Lawrence Construction Company, of Littleton, Colorado for the 29 Road and I-70B Interchange Phase Project, changing the total contract amount to \$19,595,363.34 thereby increasing the contract by \$283,000. Councilmember Pitts seconded. Motion carried by roll call vote.

Public Hearing—St. Martin's Place Veteran's Housing Rezone, Located at 415 S. 3rd Street [File #RZ-2010-073]

Request to rezone 0.28 acres located at 415 S. 3rd Street from C-1, (Light Commercial) to B-2, (Downtown Business) zone district in anticipation of developing the properties for multi-family dwelling units for homeless veterans.

The public hearing was opened at 7:54 p.m.

Scott D. Peterson, Senior Planner, presented this item. He described the site, the location, and the request. The Planning Commission recommended approval on August 10, 2010. He asked that the Staff Report and attachments be entered into the record. The request meets the goals of the Comprehensive Plan and the criteria of the Grand Junction Municipal Code.

The applicant did not wish to speak.

There were no public comments.

The public hearing was closed at 7:55 p.m.

Councilmember Susuras noted that the requests meets goals 4, 5, and 6 of the Comprehensive Plan and he will support it.

Ordinance No. 4434—An Ordinance Rezoning St. Martin's Place Veteran's Housing from C-1 (Light Commercial) to B-2 (Downtown Business), Located at 415 S. 3rd Street

Councilmember Kenyon moved to adopt Ordinance No. 4434 and ordered it published. Councilmember Palmer seconded the motion. Motion carried by roll call vote.

Public Hearing—Issuance of Certificates of Participation to Finance Certain Improvements to Sam Suplizio Field/Ralph Stocker Stadium

Second reading and public hearing on an ordinance to consider the proposed execution and delivery of one or more series of Certificates of Participation (COP's) in an aggregate principal amount not to exceed \$7,800,000.

The COP's represent assignments of the right to receive certain revenues pursuant to a Lease Purchase Agreement between the Grand Junction Public Finance Corporation, a Colorado non-profit corporation, as lessor and the City as lessee. The proceeds will be used to finance the construction of certain improvements to Sam Suplizio Field/Ralph Stocker Stadium. The improvements include replacing the existing press boxes, adding concourse and concession areas and adding box seating.

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

City Manager Laurie Kadrach presented this item which is an option to form a partnership with JUCO to make capital improvements to the Suplizio Field and Stocker Stadium. JUCO and other involved organizations are 501(c) 3 entities, so Build America Bonds are not eligible for these improvements. Therefore, they are considering Certificates of Participation for the financing of these improvements. One of the requirements by the IRS is that Council must find that these are 501(c)3 organizations. In order to do the project, the City will have to pledge the assets to the partners and then lease them back. It is a community facility. The proposal is a partnership with Grand Junction Baseball Inc., JUCO, Parks Improvement Advisory Board (PIAB) and National Junior College Athletic Association (NJCAA.) Part of the agreement is to allow JUCO to use the field for the tournament. The City will be pledging the use of lottery funds for a portion of the payment. Lottery funds can only be used for Parks Improvements and the City receives about one half million annually in those funds. The improvements will improve safety and accessibility of the stadium. It will also provide improved seating.

Councilmember Palmer asked about the members of PIAB and, if that organization would dissolve, how will that affect the repayment. City Manager Kadrach said PIAB will be dedicating upfront funds; they will not have an ongoing financing obligation.

In response to questions as to why the City is investing money for this purpose, City Manager Kadrich would say there is such a great need for this facility. It is used for many events and may have the potential for more events with these improvements. JUCO has been held in Grand Junction for 50 years. With these improvements a new contract for 25 years has been agreed to. The impact of that one week tournament is \$4 million annually.

The project is for \$8.3 million and the economic impact is \$14.5 million. The project team will be GJ Baseball, Inc. and FCI Constructors. The project will begin in June 2011 and be completed by the next year's tournament (June 2012).

City Manager Kadrich reviewed the terms of the agreement: 25 year contract for JUCO, a pledge of lottery funds of \$215,000, and \$300,000 from Grand Junction Baseball. The financing method includes the City pledging the stadium to the Public Finance Corporation and then the City will lease it back. The lease payments cover the payment of the debt which is not City debt.

Councilmember Palmer asked for an explanation of who the Public Finance Corporation is. City Manager Kadrich said it is a local organization that was formed to handle these types of transactions.

The public hearing requirements include the presentation, the TEFRA (Tax Equity Fiscal Responsibility Act of 1982) Hearing (an IRS Code requirement), the taking of public comment, and the adoption of the ordinance which authorizes the issuance of the Certificates of Participation.

There was a discussion to clarify the payments and the maximum payment.

Councilmember Pitts asked about the numbers for the economic impact as they seem low. City Manager Kadrich said that is just for the JUCO tournament.

Diane Schwenke, 528 Greenbelt Court, Chamber of Commerce Director, encouraged the Council to go forward. First, from the Chamber view, for the sake of putting people to work, especially construction workers, and with construction rates lower. Also it will guarantee the JUCO Tournament here for years to come. It is a win-win-win.

There were no other public comments.

The public hearing was closed at 8:20 p.m.

Councilmember Susuras asked what the City is doing to encourage the contractor to hire local workers for this contract. City Manager Kadrich said the City always encourages this except if there is a technical expertise needed which is not available locally.

Councilmember Kenyon asked if the Council needs to state that the entities are tax exempt entities and that this hearing is a TEFRA Hearing. City Attorney Shaver answered affirmatively.

Ordinance No. 4435—An Ordinance Authorizing the Execution and Delivery of a Ground and Improvement Lease Agreement, a Lease Purchase Agreement, a Continuing Disclosure Certificate, an Official Statement, and Related Documents by the City; Approving the Forms of Related Documents; and Providing for Other Matters Relating Thereto (Sam Suplizio Field /Ralph Stocker Stadium)

Councilmember Kenyon moved to find that the entities in the transaction are tax exempt and that the hearing meets the requirements of the TEFRA. Councilmember Susuras seconded the motion. Motion carried by roll call vote.

Councilmember Hill moved to adopt Ordinance No. 4435 and ordered it published in pamphlet form. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

Public Hearing—Issuance of Certificates of Participation to Construct Public Safety Buildings

Second reading and a public hearing to consider the proposed execution and delivery of one or more series of certificates of participation in an aggregate principal amount not to exceed \$36,300,000. These certificates represent assignments of the right to receive certain revenues pursuant to a Lease Purchase Agreement between Zions First National Bank, as lessor, and the City, as lessee. The proceeds will be used by the City to finance the construction of a police station, emergency communication center and the possible remodel of the existing shops building to serve as Fire Station #1 and the Fire Administration building.

The public hearing was opened at 8:24 p.m.

City Manager Laurie Kadrach presented this item. The project is similar to the previous item but for a much larger dollar amount. In the last year, community input has been sought on what action should be taken related to public safety facilities. What was heard was: act now, reduce the scope of project, build in phases, pay with existing resources, and use existing buildings when possible.

City Manager Kadrach noted what has happened since the last proposal: construction prices are less, additional funding has become available from E-911, and a different design has been discussed. A project has not been developed yet but it is believed that for the dollar amount being proposed, it can be done within the funding being requested.

The City has heard public safety is the number one priority. A twenty year public safety capital plan is being developed but is not complete. The scope is, as of yet, undefined but it will meet the highest priorities. One possibility is using the City Hall building (build a third floor) for E-911. The City has been downsizing (down 80 positions) and that has freed up space in the City shop area. This area may be able to be remodeled and be used for Fire Station #1.

The Project Team is Blythe Design and Shaw Construction, the same team that was identified for the prior Public Safety project. Humphries Polis was also involved and their work has been purchased by the City. The financing opportunity would not require a payment until 2012; this would enable the City to use the money set aside for the viaduct (29 Road Project). The dollar amount going towards the viaduct project is \$5.8 million; the Public Safety project would use \$1.7 million of those monies and the remainder could be used for capital or other budget use. The rest of the funding will come from the E-911 board. Those dollars would be up to \$500,000 per year and would cover the E-911 center.

Councilmember Palmer asked if the E-911 money will be affected by the passage of Proposition 101. City Manager Kadrach said yes but the board would still pledge the funding based on the old rate. Councilmember Palmer asked if that will affect the ability to go forward with the 800 MHz radios. City Manager Kadrach said the bulk of the operation of the center is paid by the City of Grand Junction so that will affect the ability to do other projects, but she is confident the financial obligation can be met.

City Manager Kadrach explained Build American Bonds can be used for this project which means that some of the interest is paid by the federal government and there is no reserve required. This will allow more of the money to be spent on the construction. There is a favorable market to issue bonds and the City would have an A+ credit rating. The financing method is similar to the Stadium Project. There will be a trustee and the City will lease the building from the trustee. The financing will be for thirty years and the estimated annual payment is \$2.2 million.

Councilmember Susuras mentioned the paperwork which said the payments start at \$3.43 million. Financial Operations Manager Jodi Romero said the \$3.43 million was before the federal subsidy.

City Manager Kadrach said they are recommending that Zion's National Bank in Denver be used as the trustee as this is a large and complex transaction. There are no local banks that can offer these services.

She reviewed the schedule: the debt would be issued in October, in the fall/winter the City would have the designs in place, in the spring begin construction, and in June 2012 the first lease payment would be due. The project is estimated at \$22 million.

Councilmember Palmer asked when will occupancy begin? City Manager Kadrich responded two years or less depending on the construction of the E-911 center. As there is no project developed yet, she is hesitant to say with any certainty.

Tonight is the Public Hearing and then adoption of the ordinance will authorize the issuance of the COPS and name the trustee.

Councilmember Susuras referred to the three different budget scenarios; if the amendments pass, would the City still be able to afford the lease payments? City Manager Kadrich said that these facilities are still needed and they can still commit to the lease payment, but that may mean there will be no street projects.

John Borgen, 313 Dakota Court, was in favor of the project and urged the City Council to approve it. He still thinks everything in the previous bond issue is needed and this is a way to get started. He encouraged the City Council to get involved with getting information out to the public as it becomes available. The Council needs to counter any misinformation that gets out in the public.

Paul Peterson, 2042 Wrangler Court, has toured the Police facility and anyone who has taken a tour truly understands the need. This project will benefit emergency services and will benefit the entire community.

David Stassen, 608 Devon Drive, is the President of the Grand Junction Peace Officers Association, and a Police employee, encouraged the Council to support it. There was a fire in the basement of the Police building last week when some of the mold in the wall caught on fire. This room also has the sewer lift station and the sewer gnats came up. The women's locker room has sewer gnats. The trailers have better technology than what is inside the Police building. They almost had a fire in the E-911 center. Water came through the roof and the equipment sparked. In the investigations conference room, the roof leaked and destroyed about \$3,000 of equipment that will need to be replaced. The employees will get the job done regardless of the facility but, on behalf of the employees, he encouraged the Council to approve the ordinance.

Dennis Simpson, 2306 East Piazza, said he is in favor of the project but he cannot support it in its current form that does not go back to the electorate for approval. The legal advice given is a result that a few bond attorneys have convinced a few judges that this financing mechanism is not debt. He asked the City Council to step back and realize that this is debt. If admitted that it were debt, the Constitution would require the Council to ask the citizens to go into debt. The money pledged in 2012 could be used for providing services rather than paying for this financing. In this downturn, it would be more responsible to go to the electorate. The decision commits thirty years of City Councils. He questioned the amounts presented, including the amounts being paid to the bond salesman. The contract should be bid out and the City should look for the lowest price. He didn't understand why the City is doing this when there is no plan. He

suggested the reason is fear that the amendments will pass. He does not think the amendments will pass. He also recommended the City Council make sure they are paying the market rate. He figured this to be about a \$60 million commitment.

Diane Schwenke, 528 Greenbelt Court, Chamber Director, said the Chamber is in support of this project as it stimulates construction work in the community. Also, they support meeting the need for public safety facilities. The contractors selected are local and the use of Build America Bonds will save the taxpayers money.

There were no other public comments.

The public hearing was closed at 9:03 p.m.

Councilmember Pitts said he is quite proud of the Staff for coming up with a plan for a public safety project, the timing is great and the percentage of interest is great. The meetings the City Council has had all over the City and the number of service clubs they have presented to, what they heard was that it is needed and do it now. There has been public input. The community is aware. He is in favor of going forward.

Councilmember Hill said the Council dug through the information that came out of the ballot question in 2008; public sentiment was not about public safety, it was about a tax increase and a debrucing question. The community came back and said don't rule out any options. The City did respond with putting forward construction projects in the water and sewer funds. He believes the Council was listening to the community and these projects will start to fulfill the needs of the community.

Councilmember Palmer said this has been Council's number one priority for several years. The opportunity to finally solve this issue is well overdue and he commends the Staff and City Manager for looking at all the options. He has listened to hundreds of citizens that have said a way must be found to solve this problem. He is proud they found a way and he will support it.

Councilmember Susuras mentioned that he, Councilmember Pitts, and Councilmember Kenyon used this as a portion of their platform when running for Council and he will support it.

Councilmember Kenyon said he hears "it's about time," and it is "way overdue" but also continues to hear, "it is not a time for new taxes". The Council charged the City Manager to find a way and she has. He will support the project.

Council President Coons reiterated that Council listened and looked for ways to fund the project and cut down to the essentials. The timing is right and the project will be shared with E-911. She cannot see any reason to turn this project down.

Ordinance No. 4436—An Ordinance Authorizing the Execution and Delivery of a Ground and Improvement Lease Agreement, a Lease Purchase Agreement, a Continuing Disclosure Certificate, an Official Statement, and Certain Related Documents by the City; Approving the Forms of Related Documents; and Providing for Other Matters Relating Thereto (Public Safety Buildings)

Councilmember Hill moved to adopt Ordinance No. 4434 and ordered it published in pamphlet form. Councilmember Palmer seconded the motion. Motion carried by roll call vote.

Council President Coons called a recess at 9:15 p.m.

The meeting reconvened at 9:26 p.m.

Contract Award for Visitor and Convention Bureau Advertising Services

In an effort to promote Grand Junction, Staff is requesting a contract award for Advertising Services. The selected firm will work together with the Grand Junction Visitor and Convention Bureau (GJVCB) to target audiences and develop a comprehensive tactical marketing plan.

Debbie Kovalik, Economic, Convention, and Visitor Services Department Director, presented this item. She explained the contract is with a new company after a rigorous SOQ and RFP process. The VCB has used the same company for the last eighteen years. Three agencies were presented for the contract to the panel. The VCB board, a number of who are present, recommend CCT Advertising for the award. There was a large focus on the financial responsibility as well as campaign and research capabilities and having no conflict with competitors of the City of Grand Junction.

Councilmember Palmer asked if this is the first time this company has been awarded this contract and how long is the contract for? Ms. Kovalik said this is the first time for this company and the contract is for one year, renewable for three years. The VCB board was really enthusiastic about CCT's experience and new perspective.

Councilmember Palmer asked why the contract is for three years. Ms. Kovalik replied that, in these times, the VCB has to be more nimble than they have had to be in the past. The interest in their business was triple what it has been in the past due to the state of the economy.

Councilmember Kenyon said it was interesting the board would choose a new company. He asked about CCT's other clients. Ms. Kovalik said one client is Rocky Mountain Health Plans and another is Grand Junction Economic Partnership. They had 21 other accounts that were similar in size. They have been in contact with the VCB regularly for the last two years and wanted to make sure they were in the queue to bid

on the next contract. They have a staff member that is “google” certified. Another client is Golden, Colorado and they have done a lot with little money.

Councilmember Kenyon noted that this money is lodging tax and is very important to invest these funds in advertising. He looks forward to working with the new company.

Councilmember Hill asked about the three presentations that were made to the entire board. Ms. Kovalik said the full board dedicated an entire day for these presentations. She is excited about setting the bar even higher.

Councilmember Susuras said the request meets goals 4 and 12 of the Comprehensive Plan and the funding comes from the lodging tax.

Councilmember Hill said he is supportive because of the process that the VCB board went through and he supports the proposal.

Councilmember Kenyon moved to authorize the Purchasing Division to award a contract to CCT Advertising of Denver, Colorado in the amount of \$375,000 for advertising services. Councilmember Susuras seconded the motion. Motion carried by roll call vote.

Resolution Opposing Amendment 60

Amendment 60, an initiated ballot measure to amend the Colorado Constitution, has been certified for consideration by the voters of the State of Colorado at the November 2, 2010 election. Amendment 60 would among other things change Article X, Section 20 of the Colorado Constitution (TABOR) to create additional restrictions on the collection and use of property taxes.

Laurie Kadrich, City Manager, presented this item. The information that is before the community is exactly out of the resolution, it is not a staff report, it is a summary from the Council’s resolution. She reviewed what Amendment 60 proposes to do: allowing out-of-state residents to vote on property tax issues, require school districts to reduce their non-debt mill levy by 50% between 2011 and 2020, requires property tax questions to be voted on only in November elections and must be independent of debt issues, voter approved tax questions expire every 4 years, requires government enterprises to pay property tax, and requires local governments to reduce their mill levies to offset the increased tax revenue. The Persigo Wastewater Treatment Plant and the City’s Water Plant would have to pay an estimated increased expense between \$1,700,000 and \$2,500,000 in property tax. The cost of paying the taxes would cause a significant increase in the water and wastewater rates users pay. It could require the City to pay property tax on the Two Rivers Convention Center, Lincoln Park Pool, Lincoln Park Golf Course, Orchard Mesa Pool and Tiara Rado Golf Course, including

the requirement for the water and sewer funds to pay property taxes (all enterprise funds).

Councilmember Kenyon asked to whom the property tax is paid. City Manager Kadrich said it would be paid to the property tax collector and then divided up according to the various mill levies. In essence, this shifts the cost of the property tax from the general property tax to the rate payers of the enterprise funds.

Councilmember Kenyon noted that may change the classification of some enterprise funds. City Manger Kadrich agreed for the Two Rivers Convention Center. He noted that he does not want the public to think their water rates will automatically go up to cover these taxes.

Councilmember Hill noted that comment is valid, those rates may very well have to increase to cover those costs. He noted the requirement to go back to the voters to revisit the question of using excess revenues to repay the Riverside Parkway debt.

Councilmember Kenyon agreed noting it is particularly offensive because it presumes the votes previously taken were false and then they have to be revisited every four years.

Council President Coons asked what impact it would have if voters did not approve of the early repayment of the Riverside Parkway debt. City Manager Kadrich said it would make repayment later. Councilmember Hill noted the purpose of that question was to save nearly \$10 million in interest and to free up those funds for other projects.
Resolution No. 37-10—A Resolution Opposing Amendment 60 on the November 2, 2010 General Election Ballot

Councilmember Susuras moved to adopt Resolution No. 37-10. Councilmember Hill seconded the motion.

Council President Coons commended Council for being willing to take a stand.

Councilmember Hill said it goes much deeper than other issues coming before them so he asked the public to please read the amendment before voting on it.

Motion carried by roll call vote.

Resolution Opposing Amendment 61

Amendment 61, an initiated ballot measure to amend the Colorado Constitution, has been certified for consideration by the voters of the State of Colorado at the November 2, 2010 election. Amendment 61 would among other things change Article X, Section

20 of the Colorado Constitution (TABOR) to prohibit the State from incurring debt and limit how local government incurs debt.

Laurie Kadrich, City Manager, presented this item. Her presentation followed the same format as the previous item. This would be an amendment to the State Constitution. It would limit the State from incurring debt and how local government incurs debt. It requires all local government borrowing to be voter approved and that debt be repaid within 10 years.

Councilmember Palmer noted that elections are not free, they can cost up to \$100,000. A number of issues going to the voters would eat up any savings in the cost of elections.

Amendment 61 also requires that once the debt is retired (the Riverside Parkway debt) the amendment would require the City then reduce their revenues by that amount. There would not be enough property tax to cover the reduction so there would have to be another type of refund.

Councilmember Pitts noted that the amendment says reduction by an amount annually. It is possible the City would have to reduce by \$7 million every year.

Councilmember Hill noted that it is a method to ratchet down at a faster pace.

Council President Coons noted that the shortened finance period would nearly prohibit going forward with any debt.

Resolution No. 38-10—A Resolution Opposing Amendment 61 on the November 2, 2010 General Election Ballot

Councilmember Hill moved to adopt Resolution No. 38-10. Councilmember Pitts seconded the motion.

Councilmember Hill noted there is a reason for longer term contracts because the revenue isn't generated that can make payments in a shorter term. The concept of having revenue to be able to afford debt over a ten year period, for example the Riverside Parkway, once the payment is made the budget has to be reduced by that payment. This amendment will cripple government.

Councilmember Kenyon said the Amendment is crafted to disrupt municipalities from borrowing and that will cripple the ability to provide services. The State is not in the position to cash fund any project. The ability to save up is not there.

Council President Coons said it comes back to what kind of community one wants to live in. The existing economy is already struggling to create construction jobs.

Councilmember Kenyon said he can understand some of the anger, from what has happened at the federal level, but this amendment is not reasonable.

Motion carried by roll call vote.

Resolution Opposing Proposition 101

At the November 2, 2010 election voters will decide Proposition 101, an initiated change to Colorado law.

Proposition 101 would amend Colorado law to change State income taxes and reduce various fees and taxes on motor vehicles and telecommunications services. Even though this measure is a statutory change, it would require a statewide election to amend or repeal the proposition if it is approved by the voters.

Laurie Kadrich, City Manager, presented this item. She stated this is a citizen initiative for a change to the State Statutes. It affects sales tax on the purchase of a vehicle. The City does collect sales tax from the sales of vehicles so this will affect the local tax base. It also decreases the cost of specific ownership tax on vehicles and a decrease in licenses, vehicle registration, and a decrease in State income tax. It eliminates taxes on leases and on telecommunications. It would freeze the E-911 surcharge to the 2009 levels.

Councilmember Susuras said this is the most dangerous because of its appeal to the voters and how it will save them money.

He urged a campaign against it. City Manager Kadrich responded that the City is prohibited from campaigning for or against a ballot measure.

City Attorney Shaver stated the Council, however, is not prohibited from those kinds of actions.

Council President Coons noted there are also indirect impacts from the reduction in State revenues.

Councilmember Pitts agreed with Councilmember Susuras about it being dangerous and he said that without these revenues the burden falls to the State which does not have any funds to back fill.

Councilmember Hill said quality of education is going to be wiped out by this. It is the most likely to pass because citizens are mad about rate increases and they may not realize how devastating it will be.

Councilmember Kenyon said it goes beyond reason and makes it devastating. The State has no ability to back fill; the entire state budget will be consumed by K through 12 education. He cannot support this.

Resolution No. 39-10—A Resolution Opposing Proposition 101 on the November 2, 2010 General Election Ballot

Councilmember Pitts moved to adopt Resolution No. 39-10. Councilmember Hill seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There were none.

Adjournment

The meeting adjourned at 10:25 p.m.

Stephanie Tuin, MMC
City Clerk



Date: September 10, 2010
 Author: Brian Rusche
 Title/ Phone Ext: Senior Planner,
ext 4058
 Proposed Schedule: Oct. 4, 2010
 2nd Reading : October 18,
2010

Attach 2
Setting a Hearing on Zoning the Cris-Mar Enclave Annexation, Located North and East of 29 Road and F Road

CITY COUNCIL AGENDA ITEM

Subject: Zoning the Cris-Mar Enclave Annexation - Located north and east of 29 Road and F Road
File #: ANX-2010-110
Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

A request to zone the 108.62 acre Cris-Mar Enclave Annexation, located north and east of 29 Road and F Road, which consists of 265 parcels, less 21.94 acres of public right-of-way, to an R-5 (Residential 5 du/ac) zone district.

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

Goal 6: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County and other service providers

Annexation of this enclave will create consistent land use jurisdiction and allow for efficient provision of municipal services to existing neighborhoods.

Action Requested/Recommendation:

Introduce a Proposed Ordinance and Set a Public Hearing for October 18, 2010.

Board or Committee Recommendation:

Planning Commission recommended approval of the Cris-Mar Enclave Zone of Annexation to the zoning designation of R-5 (Residential 5 du/ac) on September 14, 2010.

Financial Impact/Budget:

The provision of municipal services will be consistent with other developed neighborhoods in the City. Property tax levies and municipal sales/use taxes will be collected within the enclaved area upon annexation.

Legal issues:

Pursuant to C.R.S. 31-12-106(1.1)(b), an Annexation Transition Committee has been formed, with the appropriate representation, to serve as a means of communication between the City, County, and persons within the enclave.

Other issues:

A Neighborhood Meeting was held on August 19, 2010 with the residents of the enclaved area.

Previously presented or discussed:

First reading of the annexation was at the August 30, 2010 meeting, scheduling a public hearing on the annexation for October 18, 2010.

Background, Analysis and Options:

See attached.

Attachments:

1. Staff report/Background information
2. Annexation Map
3. Future Land Use Map
4. Blended Residential Map
5. Existing City Zoning Map
6. Existing County Zoning Map
7. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:		North and east of 29 Road and F Road		
Applicants:		City of Grand Junction		
Existing Land Use:		Residential		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Residential		
	East	Residential		
	West	Residential / Commercial		
Existing Zoning:		County RSF-R (Residential Single Family Rural) County RSF-4 (Residential Single Family 4 du/ac) County RMF-5 (Residential Multifamily 5 du/ac) County PUD (Planned Unit Development)		
Proposed Zoning:		R-5 (Residential 5 du/ac)		
Surrounding Zoning:	North	R-5 (Residential 5 du/ac)		
	South	PD (Planned Development) R-4 (Residential 4 du/ac)		
	East	PD (Planned Development) R-5 (Residential 5 du/ac)		
	West	PD (Planned Development) R-5 (Residential 5 du/ac)		
Growth Plan Designation:		Residential Medium (4-8 du/ac)		
Zoning within density range?		X	Yes	No

Staff Analysis:

The 108.62 acre Cris-Mar Enclave Annexation consists of 265 parcels, along with 21.94 acres of public right-of-way, located north and east of 29 Road and F Road. The Cris-Mar Enclave has been enclaved since March 2, 2005. The enclave consists of several platted subdivisions and some larger residential parcels; as such it has multiple existing zoning classifications, including County RSF-R (Residential Single Family Rural), County RSF-4 (Residential Single Family 4 du/ac), County RSF-5 (Residential Single Family 5 du/ac) and County PUD (Planned Unit Development). Refer to the County Zoning Map included in this report.

The enclave is designated as Residential Medium (4-8 du/ac) by the Comprehensive Plan - Future Land Use Map. The Blended Residential Map designates the area as Residential Medium (4-16 du/ac).

Under the 1998 Persigo Agreement with Mesa County, the City has agreed to zone newly annexed areas using either the current County zoning or conforming to the Comprehensive Plan - Future Land Use Map. The proposed zoning of R-5 (Residential 5 du/ac) conforms to the Future Land Use Map, which has designated the property as Residential Medium (4-8 du/ac).

Section 21.02.160 of the Grand Junction Municipal Code states: Land annexed to the City shall be zoned in accordance with GJMC Section 21.02.140 to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth.

The requested zone of annexation to an R-5 (Residential 5 du/ac) zone district is consistent with the Comprehensive Plan – Future Land Use designation of Residential-Medium (4-8 du/ac), as well as the Blended Residential Map designation of Residential-Medium (4-16 du/ac).

Section 21.02.140(a) states: In order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if:

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

Response: The subject area has been enclaved by the City of Grand Junction for five (5) years and is in the process of annexation.

The existing County zoning reflects the use and development of the property as part of a larger, unincorporated set of subdivisions. Some of the County zones are similar to City zones (i.e. RSF-5 and R-5), but others do not anticipate future development (i.e. RSF-R or Residential Single Family Rural).

The City and County adopted a joint Comprehensive Plan for land within the Urban Development Area. This plan anticipates a density of four (4) to eight (8) dwelling units per acre, though the existing density of the enclave area is roughly three (3) dwelling units to the acre.

Recent subdivision development(s) surrounding these existing neighborhoods utilize primarily R-4 and R-5 zoning classifications. It is necessary to provide some consistency in regulations in order to transition the enclaved area into the City. The proposed R-5 zone district would provide that consistency.

In addition, the proposed annexation and zoning furthers Goal #1 of the Comprehensive Plan: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

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

Response: The character of the neighborhoods within the enclaved area consists of a relatively stable variety of single-family, detached housing on a variety of lot sizes. The largest lots exist on the north side of F ½ Road, up to 4.2 acres. Two houses of worship also are located in the neighborhood. The character of the surrounding neighborhoods has primarily been new single-family development on 6,000 to 10,000 square foot lots.

Several Plans have been adopted recently, all encouraging increased density or mixed use in this area. The Transportation Plan classifies both 29 Road and F

Road as a Principal Arterials, which provide access to other parts of the Grand Valley. The Comprehensive Plan identifies these corridors as Mixed Use Opportunity Corridors and the Future Land Use Map of the Comprehensive Plan along with the Blended Residential Map all indicate that increased density and a mix of housing types are a goal for the area.

The proposed R-5 zone district is consistent with the density of adjacent neighborhoods, provides minimum dimensional standards that will reduce the potential for nonconforming lots and/or structures within the enclaved area, and allow for housing variety on parcels that may undergo redevelopment in the future, while maintaining the consistency of established single-family platted subdivisions.

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

Response: The neighborhood is already served by public utilities, including sanitary sewer, domestic water, irrigation water, electric, gas, telecommunications, streets, etc. The majority of the existing services will remain unchanged, as they are provided for by utilities independent of the City of Grand Junction. Property owners in the neighborhood have been informed that certain maintenance responsibilities will be assumed by the City. The City already provides services in the developed subdivisions surrounding the enclaved area.

The enclaved area includes two (2) places of worship, one of which also has a school. Commercial uses, including a convenience store, supermarket, restaurant, and other retail and office uses located at the intersection of 29 road and F Road.

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

Response: The R-5 zone district is the predominant zoning designation of adjacent development to the north, west, and east of the enclave area. The property to the north of the enclave area is under development. Redevelopment could occur on existing larger lots north of F ½ Road adjacent to this development. The remainder of the enclaved area is built-out, as are adjacent subdivisions to the west and east.

There is a supply of R-5 designated land available adjacent to the enclave; therefore, this criteria is not met.

However, the purpose of the proposed R-5 zone district is to implement the Comprehensive Plan within an existing neighborhood. The R-5 zone establishes minimum lot dimensional standards that are met by all but two (2) lots within the

enclaved area, as well as minimum setbacks that are conducive to expansion of structures on established lots.

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

Response: The annexation of enclaved areas is critical to providing efficient urban services to existing neighborhoods. The proposed zoning designation will ensure a consistent set of development standards without infringing on the existing built environment.

After reviewing the criteria for a zoning amendment, I find that four (4) out of five (5) criteria have been met. Section 21.02.140(a) requires that at least one (1) criterion be met. Therefore, I recommend approval of the R-5 Zone District.

Alternatives: The following zone districts would also be consistent with the Comprehensive Plan and Blended Residential designation(s) for the enclaved area:

1. R-4 (Residential 4 du/ac)
2. R-8 (Residential 8 du/ac)
3. R-12 (Residential 12 du/ac)
4. R-16 (Residential 16 du/ac)



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 zone of annexation to the City Council, finding the zoning to the R-5 (Residential 5 du/ac) district to be consistent with the Comprehensive Plan and Section 21.02.140 of the Grand Junction Municipal Code

ANNEXATION MAP

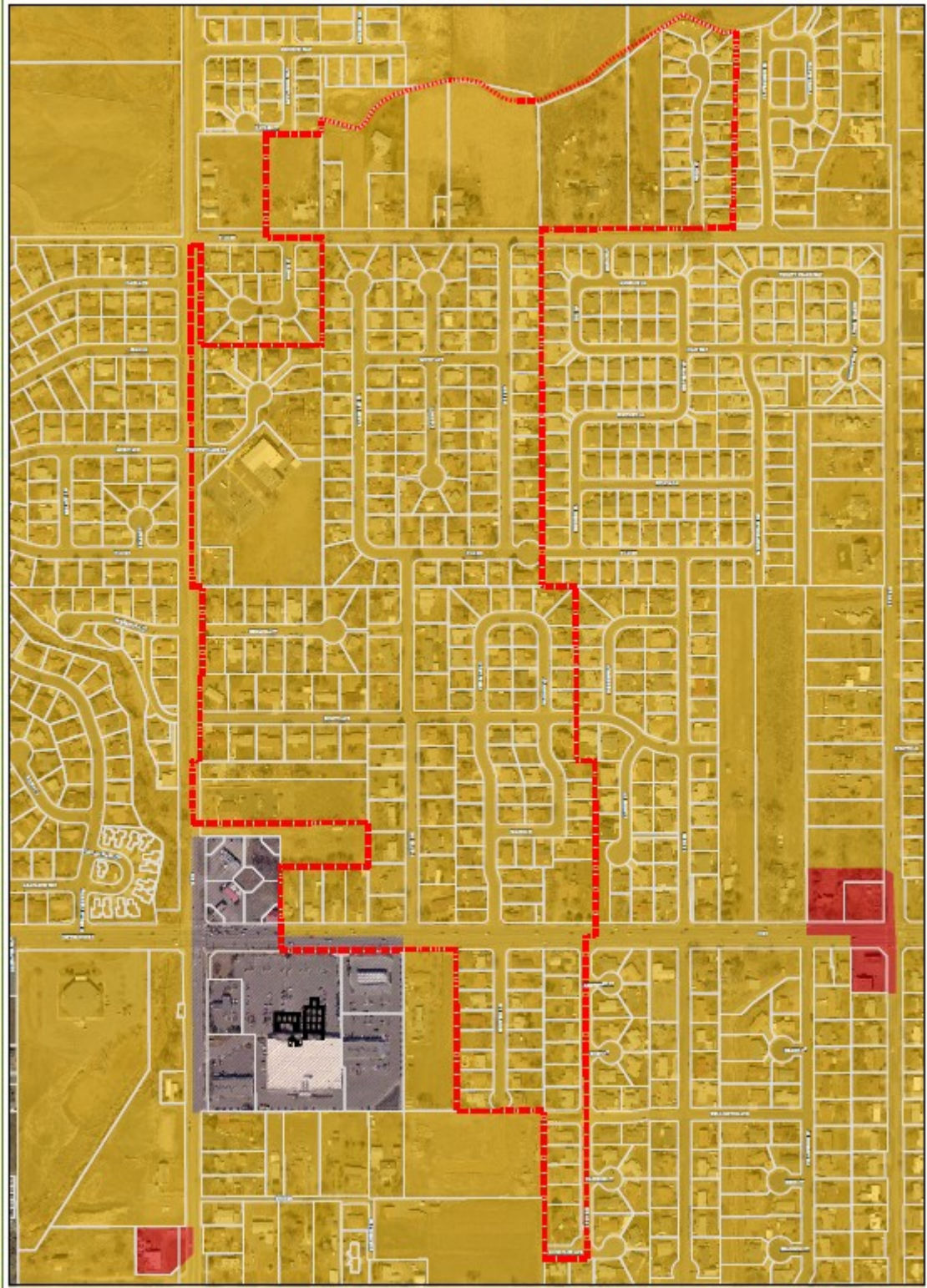
CRIS MAR ENCLAVE ANNEXATION



-  Grand Junction City Limits
-  Enclave Boundary

FUTURE LAND USE MAP

CRIS MAR ENCLAVE ANNEXATION



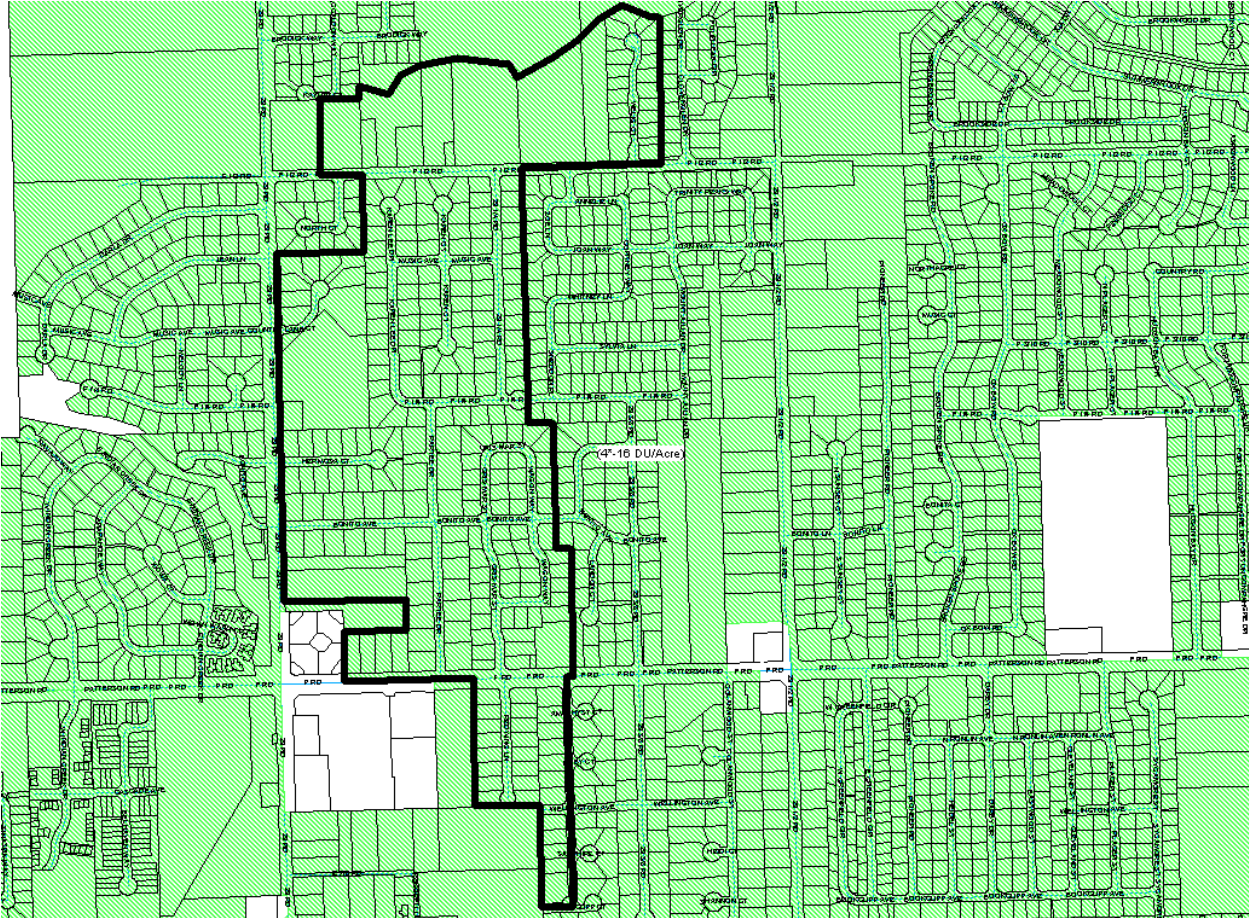
Enclave Boundary **FUTURE LAND USE**

Residential Medium (RM) (4 -8 DU/Acre)

Commercial (COM) (20 Jobs/Acre)

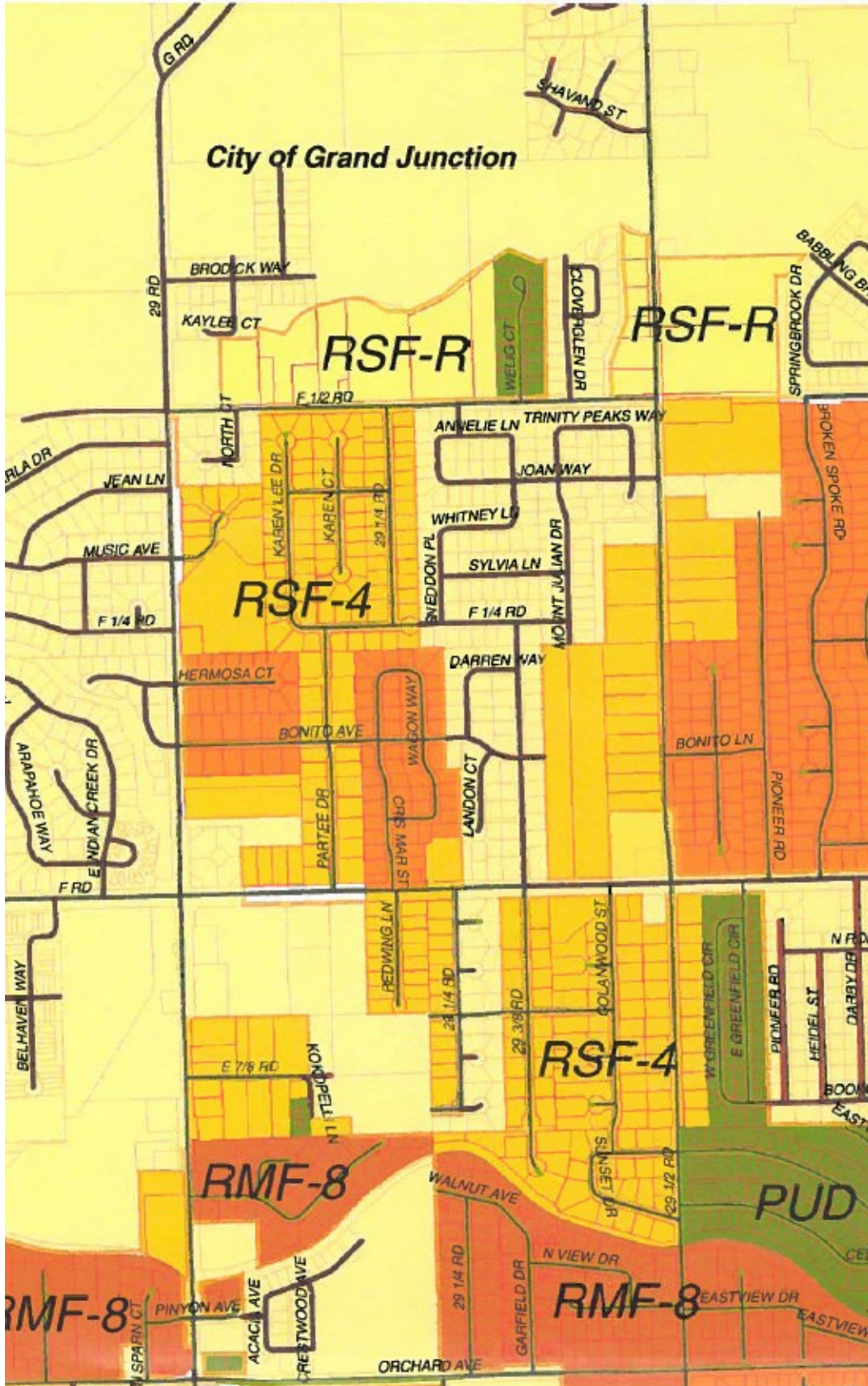
Neighborhood Center - MU (NC) (6 DU/Acre) (10 Jobs/Acre)

BLENDED RESIDENTIAL MAP



Blended Map indicates 4-16 du/ac for the enclave

EXISTING COUNTY ZONING MAP



(ORANGE AREAS NOT DESIGNATED OTHERWISE ARE RMF-5)

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE CRIS-MAR ENCLAVE ANNEXATION
TO R-5 (RESIDENTIAL 5 DU / AC)**

LOCATED NORTH AND EAST OF 29 ROAD AND F ROAD

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning the Cris-Mar Enclave Annexation to the R-5 (Residential 5 du/ac) zone district, finding conformance 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 compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the R-5 (Residential 5 du/ac) zone district is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property be zoned R-5 (Residential 5 du/ac):

CRIS-MAR ENCLAVE ANNEXATION

A certain enclaved parcel of land lying in the West-Half (W 1/2) of Section 5 and the Northwest Quarter (NW 1/4) of Section 8, all in Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL of the enclaved lands bounded by the following City of Grand Junction Annexations:

1. Cloverglenn Annexation, Ordinance No. 3727, recorded in Book 3853, Page 663, Public Records of Mesa County, Colorado
2. Darla Jean Annexations No. 1 and No. 2, Ordinance No. 2774, recorded in Book 2103, Page 772, Public Records of Mesa County, Colorado
3. Marchun Annexation No. 1, Ordinance No. 3556, recorded in Book 3456, Page 155, Public Records of Mesa County, Colorado
4. Marchun Annexation No. 2, Ordinance No. 3557, recorded in Book 3456, Page 158, Public Records of Mesa County, Colorado and
5. North Meadows Annexation, Ordinance No. 2564, recorded in Book 1888, Page 794, Public Records of Mesa County, Colorado.

LESS HOWEVER, all public rights of way depicted on the Cris-Mar Enclave Annexation map.

CONTAINING 3,775,660 Square Feet or 86.68 Acres, more or less, as described.

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

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

ATTEST:

President of the Council

City Clerk



Date: Thur., Sept. 23, 2010
 Author: Lori V. Bowers
 Title/ Phone Ext: Senior Planner
Ext. 4033
 Proposed Schedule: Oct. 4, 2010
 2nd Reading:
Monday, October 18, 2010

Attach 3
Setting a Hearing on the McConnell South 12th St
ROW Vacation, Located Adjacent to 1101 Winters
Avenue

CITY COUNCIL AGENDA ITEM

Subject: McConnell South 12 th Street Right-Of-Way Vacation - Located at 1101 Winters Avenue.
File #: VR-2010-093
Presenters Name & Title: Lori V. Bowers, Senior Planner

Executive Summary:

A request to vacate an unused portion of South 12th Street right-of-way adjacent to 1101 Winters Avenue. This vacation relieves the City of maintenance of this unused portion of right-of-way and allows the applicant to install security fencing that will meet the Code requirements.

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

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

Policy: A. In making land use and development decisions, the City and County will balance the needs of the community.

By vacating excess right-of-way, the City receives a benefit of reduced maintenance of this area. The applicant then may use the additional property to install security fencing in accordance with the Grand Junction Municipal Code to help further grow his business at this location.

Action Requested/Recommendation:

Introduce a Proposed Ordinance and Set a Public Hearing for October 18, 2010.

Board or Committee Recommendation:

Planning Commission forwarded a recommendation of approval at their meeting on September 14, 2010.

Background, Analysis and Options:

Please see the attached Staff Report.

Financial Impact/Budget:

N/A

Legal issues:

N/A

Other issues:

The applicant's request for vacation of the subject right-of-way is conditioned upon the dedication of a new 14-foot multi-purpose easement.

Previously presented or discussed:

This issue has not been discussed previously.

Attachments:

Site Location Map / Aerial Photo Map
Comprehensive Plan Map / Existing City Zoning Map
Ordinance

ANALYSIS

1. Background

The purpose of Section 21.02.100 of the Grand Junction Municipal Codes (GJMC) is to permit the vacation of surplus rights-of-way (and/or easements). The Applicants are making such a request for the subject parcel located on the southwest corner of Winters Avenue and South 12th Street. It is approximately 4.79 acres and contains a warehouse building and storage yards. There is dedicated but unused right-of-way along the eastern most portion of this lot along South 12th Street. The applicant would like to fence the northeast and southeast corners of the lot to provide more secure storage for the Applicant's tenants. Because this is a corner lot, there are two front yard setbacks that must be met when installing a new fence. A six-foot fence must meet the setback requirements of the I-2 zoning district which is 15 feet.

The proposal is to vacate a maximum 16-foot wide strip of public right-of-way along South 12th Street. There is an existing concrete walk running along the west side of South 12th Street which flares out towards the northwest as it reaches Winters Avenue. To maintain a 1-foot separation between right-of-way and back of walk the requested right-of-way vacation follows the back of walk creating a varied width. It will be a maximum of 16-feet on the southern most end and 12.99-feet at the northern most end. The new site acreage would then be 4.91 acres. A 14-foot multi-purpose easement will also be dedicated in this area. The vacation will allow the Applicant to place the fence on what is now the existing property line, and they will be able to meet the required setback for the I-2 zoning district, which is 15 feet from the property line. The purpose of the 15-foot setback for a fence is to allow for a multi-purpose easement and any required landscaping on the street side of the fence.

2. Section 21.02.100 of the Grand Junction Municipal Code

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

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

The minimum street width for an industrial street is 48-feet. The total existing right-of-way is 100 feet. This allows the applicant to vacate 16 feet on the southern most end of the vacation, down to almost 13 feet on the northern end, and it will not impact the Grand Valley Circulation Plan, Comprehensive Plan and all other policies adopted by the City of Grand Junction and any future growth in the area. The City Engineer has confirmed that this keeps all public utilities within the public right-of-way with sufficient area for utility maintenance.

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

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

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

Access will not be restricted to any parcel.

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

There will be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided will not be reduced.

- e. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 of the Grand Junction Municipal Code.

No services or public facilities will be inhibited by the vacation of this portion of right-of-way because no services exist in the portion to be vacated. There is a 12 inch water line located in South 12th Street, but it is east of the existing sidewalk. If future utilities may need to be extended in this area, a 14-foot multi-purpose is being provided in the area of the vacation.

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

The portion of right-of-way requested to be vacated is excess right-of-way that the City does not expect to use or need in the future. The vacation will allow the City to transfer responsibility of the land to the residents adjacent to the right-of-way while not reducing the present use of the 12th Street right-of-way. South 12th Street ends approximately 260 feet south from the subject parcel, where it intersects with Kimball Avenue. Because the street dead ends, and because just south of Kimball Avenue is the recently constructed Riverside Parkway, the extra width of South 12th Street in this area is not now needed and will not be in the future. No connection is planned for this area to the Parkway.

FINDINGS OF FACT/CONCLUSIONS/CONDITIONS

After reviewing the McConnell South 12th Street Right-of-Way Vacation application, file number VR-2010-093 for the vacation of a public right-of-way, I make the following findings of fact, conclusions and conditions:

1. The requested right-of-way vacation is consistent with the Comprehensive Plan.

2. The review criteria in Section 21.02.100 of the Grand Junction Municipal Code have all been met.
3. Applicant shall grant a 14-foot multi-purpose easement along South 12th Street, which shall be recorded with the Mesa County Clerk and Recorder.
4. The right-of-way vacation will be recorded with the Mesa County Clerk and Recorder. The applicant will pay for the required recordings.

PLANNING COMMISSION RECOMMENDATION:

Planning Commissions forwards a recommendation of approval to the City Council on the request to vacate 16-foot strip of South 12th Street Right-of-Way with the findings of fact, conclusions and conditions in the staff report.

Site Location Map

1101 Winters Avenue



Aerial Photo Map

1101 Winters Avenue



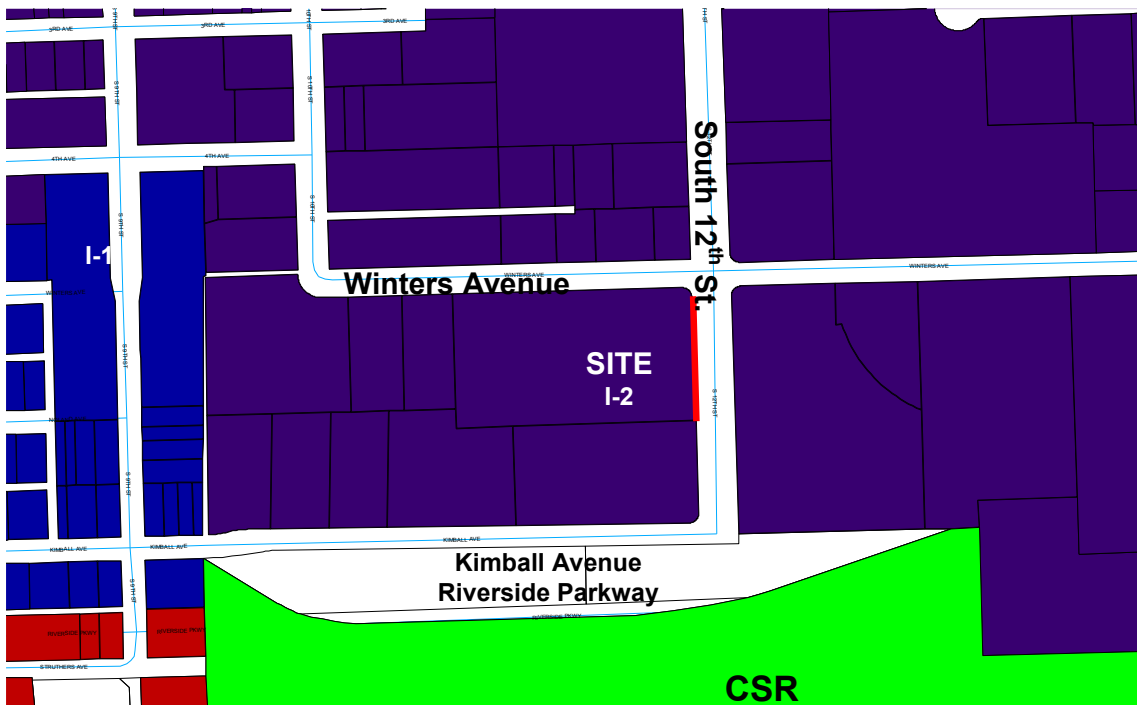
Comprehensive Plan Map

1101 Winters Avenue



Existing City Zoning Map

1101 Winters Avenue



CITY OF GRAND JUNCTION

ORDINANCE NO. ____

**AN ORDINANCE VACATING RIGHT-OF-WAY FOR
SOUTH 12TH STREET, LOCATED AT 1101 WINTERS AVENUE**

RECITALS:

A vacation of the dedicated right-of-way adjacent to 1101 Winters Avenue, along South 12th Street has been requested by the adjoining property owners.

The City Council finds that the request is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Municipal Code.

The Planning Commission, having heard and considered the request, found the criteria of the Grand Junction Municipal 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. Applicants shall pay all recording/documentary fees for the Vacation Ordinance, Multi-purpose Easement and any dedication documents.

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

RIGHT OF WAY VACATION

A strip of land situate in the SE 1/4 NE 1/4 of Section 23, Township 1 South, Range 1 West of the Ute Meridian and adjoining the east line of Lot 1, Winters Avenue Industrial Park as recorded in Plat Book 12 at Pages 305 and 306, City of Grand Junction, Mesa County, Colorado, being described as follows;

Beginning at the southeast corner of said Lot 1;
thence N00°15'39"W a distance of 315.12 feet along the east line of said Lot 1;
thence along the arc of a curve to the left 39.15 feet, having a central angle of 89°43'00" and a radius of 25.00 feet, the chord of which bears N45°07'09"W a distance of 35.27 feet along said Lot 1;
thence S89°58'38"E a distance of 12.99 feet;
thence along the arc of a curve to the right 38.22 feet, having a central angle of 87°35'20" and a radius of 25.00 feet, the chord of which bears S46°10'58"E a distance of 34.60 feet;

thence S02°23'18"E a distance of 81.68 feet;
thence S00°15'39"E a distance of 234.36 feet;
thence N89°44'21"W a distance of 16.00 feet to the point of beginning.
Said strip contains 0.12 acres more or less.

Introduced for first reading on this _____ day of _____, 2010.

PASSED and ADOPTED this _____ day of _____, 2010.

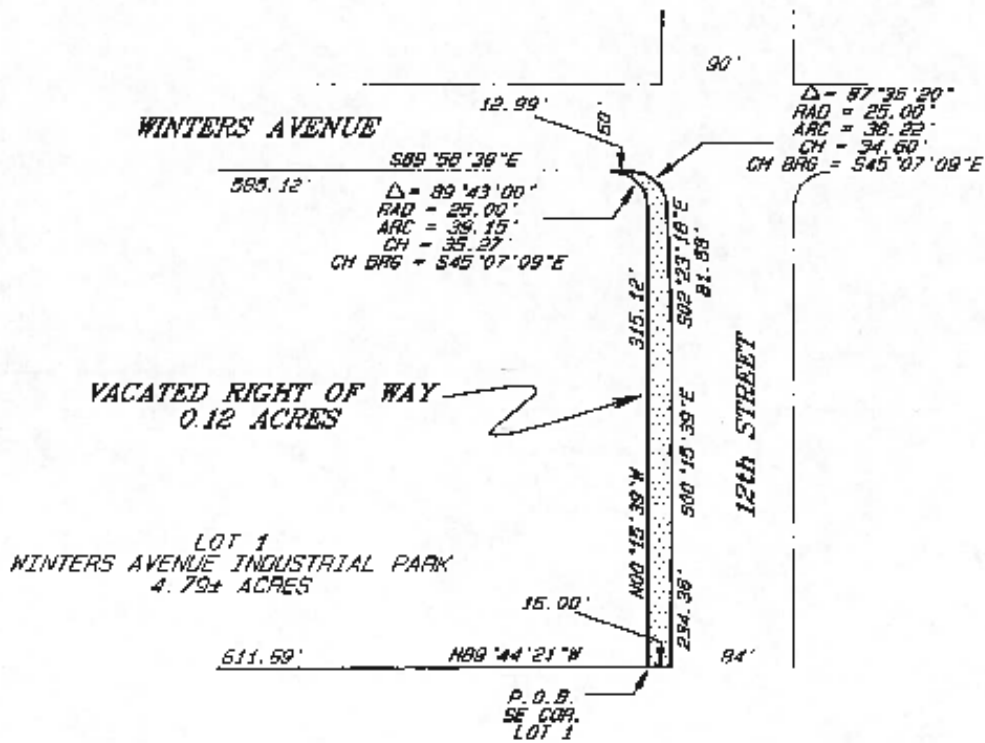
ATTEST:

President of City Council

City Clerk

EXHIBIT A

RIGHT OF WAY VACATION




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

D H SURVEYS, INC.
 970-245-8749
 JOB # 1158-09-01



Date: September 22, 2010
 Author: Scott D. Peterson
 Title/ Phone Ext: Senior Planner/1447
 Proposed Schedule: 1st Reading, Monday, October 4, 2010
 2nd Reading: Monday, October 18, 2010.

Attach 4
Setting a Hearing on the Buescher ROW Vacation, Located Adjacent to 749 Golfmore Drive

CITY COUNCIL AGENDA ITEM

Subject: Buescher Right-of-Way Vacation – Located Adjacent to 749 Golfmore Drive
File #: VR-2010-105
Presenters Name & Title: Scott D. Peterson, Senior Planner

Executive Summary:

Applicant Louis Buescher is requesting to vacate a portion of unimproved G 1 /2 Road right-of-way located adjacent to 749 Golfmore Drive in anticipation of a proposed single-family residence building addition.

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

By vacating the existing unimproved right-of-way, the proposed vacation meets the following two (2) 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.

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

Action Requested/Recommendation:

Introduce the Proposed Ordinance and Set a Hearing for Monday, October 18, 2010.

Board or Committee Recommendation:

At the September 14, 2010 meeting, the Planning Commission forwarded a recommendation of approval.

Background, Analysis and Options:

Please see the attached Staff Report.

Financial Impact/Budget:

N/A.

Legal issues:

N/A.

Other issues:

No other issues.

Previously presented or discussed:

Has not been presented or discussed previously.

Attachments:

Site Location Map / Aerial Photo Map
Comprehensive Plan / Blended Residential Map
Existing City Zoning
Ordinance

BACKGROUND INFORMATION					
Location:		749 Golfmore Drive			
Applicants:		Louis A Buescher, Owner			
Existing Land Use:		Un-improved City Right-of-Way (G ½ Road)			
Proposed Land Use:		Single-family residence building addition			
Surrounding Land Use:	North	Bookcliff Country Club			
	South	Single-family residential			
	East	Single-family residential			
	West	Single-family residential			
Existing Zoning:		R-4, (Residential – 4 du/ac)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	CSR, (Community Services and Recreation)			
	South	R-4, (Residential – 4 du/ac)			
	East	R-4, (Residential – 4 du/ac)			
	West	R-4, (Residential – 4 du/ac)			
Future Land Use Designation:		Residential Medium (4 – 8 du/ac)			
Zoning within density range?		X	Yes		No

ANALYSIS

1. Background:

The applicant, Louis A. Buescher, wishes to vacate a portion of the unimproved G ½ Road right-of-way located to the north, adjacent to his property to accommodate a proposed addition to the single-family residence located at 749 Golfmore Drive. The right-of-way requested to be vacated has never been constructed or utilized as right-of-way and does not affect any other adjacent parcel other than the applicants.

Grand Valley Water Users' Association maintains an irrigation line located within this right-of-way that serves properties within the Fairway Park Subdivision. As a condition of approval, the City is requiring the applicant to obtain consent from GVVUA and reserve an easement for the irrigation line (Lateral 6A pipeline).

In 1989, the Mesa County Board of County Commissioners vacated G ½ Road to the west of the applicant's property. The applicant is now requesting the vacation of the remaining portion of G ½ Road adjacent to his property with the exception of a hammerhead turnaround at the end of Golfmore Drive that will remain as City right-of-way for the purpose of a Fire vehicle and public turn-around. The Fire Department has approved the turn-around dimensions.

2. Title 21.02.100 of the Grand Junction Municipal Code:

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

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

Granting the request to vacate a portion of the existing G ½ Road right-of-way does not conflict with the Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City. The City will reserve a separate irrigation easement in favor of the Grand Valley Water Users' Association for the conveyance of irrigation water (Lateral 6A Pipeline) to several properties within the Fairway Park Subdivision. As a condition of approval, the Applicant must obtain written consent from GVWUA for the easement reservation.

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

No parcel will be landlocked as a result of this proposed vacation request. All parcels abutting this right-of-way have other access to public streets.

- 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 will not be restricted to any parcel as a result of the proposed vacation. The proposed vacation does not affect any other parcel other than the applicant's.

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

- k. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 of the Grand Junction Municipal Code; and

Adequate public facilities and services will not be inhibited to any property. The only existing utility located within this right-of-way is an irrigation line which will be covered by the reservation of an irrigation easement as

described in the vacation ordinance. No other adverse comments were received from the utility review agencies during the staff review process.

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

Maintenance requirements for the City will not change as a result of the proposed vacation since this was an unimproved right-of-way.

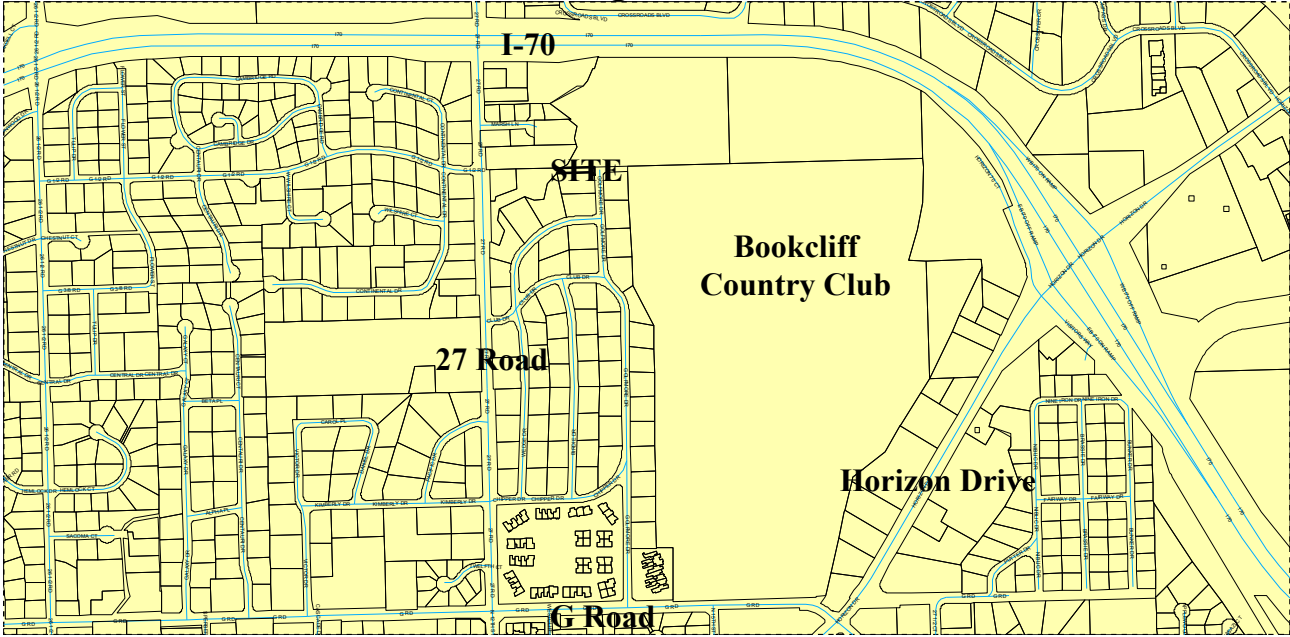
FINDINGS OF FACT/CONCLUSIONS AND CONDITIONS:

After reviewing the Buescher Right-of-Way application, VR-2010-105 for the vacation of a portion of G ½ Road Right-of-Way, I make the following findings of fact, conclusions and conditions:

1. The requested right-of-way vacation is consistent with the Comprehensive Plan.
2. The review criteria in Section 21.02.100 (c) of the Grand Junction Municipal Code have all been met.
3. Approval of the right-of-way vacation is conditioned upon the written consent of the Grand Valley Water Users' Association to the easement reserved in the vacation ordinance.

Site Location Map

Figure 1



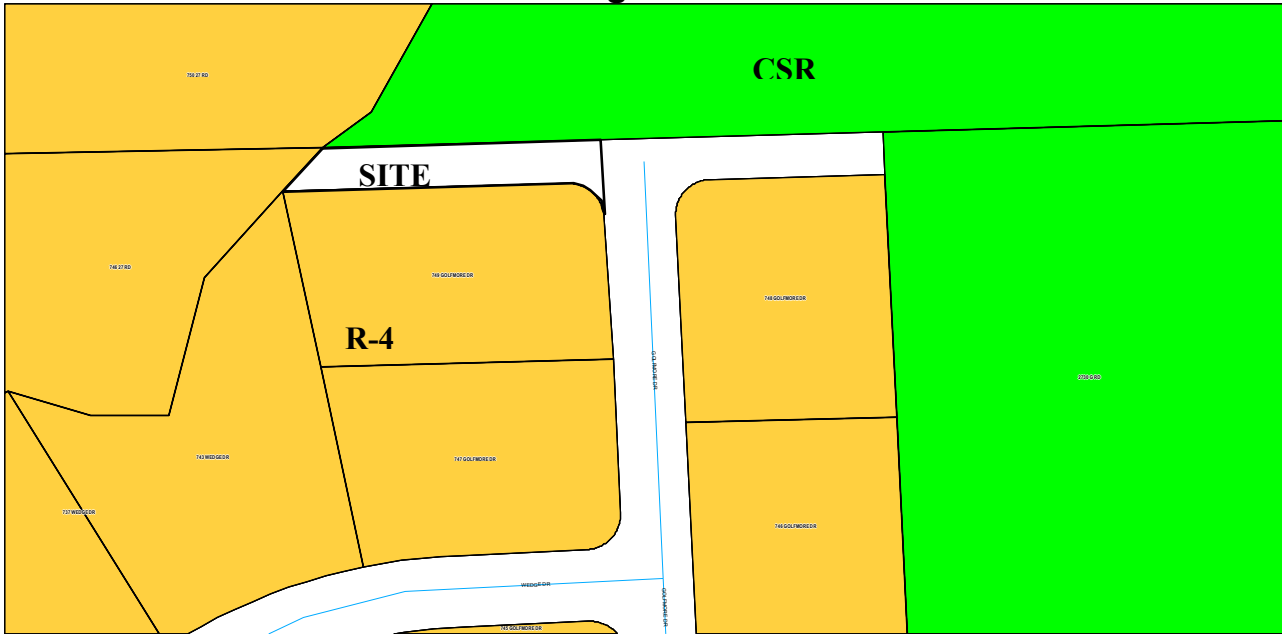
Aerial Photo Map

Figure 2



Existing City Zoning

Figure 5



CITY OF GRAND JUNCTION

ORDINANCE NO.

**AN ORDINANCE VACATING A PORTION OF G 1/2 ROAD FOR THE
BUESCHER RIGHT-OF-WAY VACATION
LOCATED ADJACENT TO 749 GOLFMORE DRIVE**

RECITALS:

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

The City Council finds that the request is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Title 21.02.100 of the Grand Junction Municipal 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. Applicants shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.
2. Written consent of Grand Valley Water Users' Association for the reserved easement.

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

A portion of the G-1/2 Road right-of-way fronting Lot 7, Block No.1 of Fairway Park, as dedicated on the plat of same recorded at Reception No. 749186 of the Mesa County records, situated in the NW1/4 SW1/4 of Section 36, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; with said vacation parcel being more particularly described as follows:

Beginning at a #6 rebar at the Northwest corner of Fairway Park, whence the Mesa County survey marker for the West one-quarter corner of said Section 36 bears North 89°54'27" West, a distance of 482.19 feet, and with all bearings herein being relative to South 89°54'27" East on the North line of Fairway Park as defined by said West one-

quarter corner and a rebar and cap PLS 10097 at the Northeast corner of Fairway Park;

Thence along the North line of Fairway Park and the North right-of-way line of G-1/2 Road, South 89°54'27" East, a distance of 159.81 feet to a point which is North 89°54'27" West, a distance of 60.00 feet from the centerline of Golfmore Drive;
Thence South 01°06'27" East, a distance of 30.01 feet to the South right-of-way line of G-1/2 Road;
Thence along said right-of-way line, North 89°54'27" West, a distance of 189.36 feet to the Westerly right-of-way line of G-1/2 Road;
Thence along said right-of-way line, North 44°02'34" East, a distance of 41.67 feet to the Point of Beginning.

Containing 5237.4 square feet (0.120 acres), more or less.

AND

Commencing at the aforesaid Northwest corner of Fairway Park;
Thence along the North line of Fairway Park and the North right-of-way line of G-1/2 Road, South 89°54'27" East, a distance of 159.81 feet to a point which is North 89°54'27" West, a distance of 60.00 feet from the centerline of Golfmore Drive;
Thence South 01°06'27" East, a distance of 30.01 feet to the South right-of-way line of G-1/2 Road;
Thence along the South right-of-way line of G-1/2 Road, South 89°54'27" East, a distance of 10.53 feet to the **Point of Beginning**;
Thence South 89°54'27" East, a distance of 24.48 feet;
Thence South 01°06'27" East, a distance of 24.48 feet to a point of cusp on a 25.00 foot radius curve to the left; Thence 38.75 feet northwesterly along the arc of said curve, through a central angle of 88°48'00", with a chord bearing North 45°30'27" West, a distance of 34.98 feet to the Point of Beginning.

Containing 127.7 square feet (0.003 acres), more or less.

Reserving, however, a 15' wide perpetual, non-exclusive easement, for conveyance of irrigation water, maintenance, pipes and other irrigation facilities as shown on Exhibit A.

This description was prepared by: Dennis R. Shellhorn, Colorado P. L. S. 18478, 744 Horizon Court, Suite 110, Grand Junction, CO 81505

Introduced for first reading on this _____ day of _____, 2010.

PASSED and ADOPTED this _____ day of _____, 2010.

ATTEST:

President of City Council

City Clerk



Date: September 24, 2010
 Author: Jerod Timothy
 Title/ Phone Ext: 244-1565
 Proposed Schedule: 10/4/2010
 2nd Reading
 (if applicable): 11/15/2010

Attach 5
Setting a Hearing Accepting and Approving Alley Improvement District ST-10

CITY COUNCIL AGENDA ITEM

Subject: Accepting the Improvements Connected with Alley Improvement Districts No. ST-10, Giving Notice of a Hearing, and the First Reading of the Assessment Ordinance
File # (if applicable):
Presenters Name & Title: Tim Moore, Public Works and Planning Director

Executive Summary:

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

- East/West Alley from 11th to 12th, between Belford Avenue and North Avenue

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

Local improvement districts provide a service to citizens seeking to improve their neighborhood and enhance the look and appeal of the City as a whole.

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

Policy B: Construct streets in the City Center, Village Centers, and Neighborhood Centers to include enhanced pedestrian amenities.

Action Requested/Recommendation:

Review and Adopt Proposed Resolution, Review and Adopt Proposed Ordinance on First Reading for Alley Improvement Districts ST-10 and Schedule a Public Hearing for November 15, 2010.

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

People's Ordinance No. 33 gives the City Council authority to create improvement districts and levy assessments when requested by a majority of the property owners to be assessed. These alleys were petitioned for reconstruction by more than 50% of the property owners. Assessment rates for alleys are based on percentages of total assessable costs the City will contribute for three property uses: 85% per abutting foot for residential single-family uses, 75% per abutting foot for residential multi-family uses, and 50% per abutting foot for non-residential uses.

A summary of the process that follows submittal of the petition is provided below. Items preceded by a √ indicate steps already taken with this Improvement District and the item preceded by a ► indicates the step being taken with the current Council action.

1. √ City Council passes a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.
2. √ Council conducts a public hearing and passes a Resolution creating the Improvement District.
3. √ Council awards the construction contract.
4. √ Construction.
5. √ After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the Improvement District.
6. ► Council passes a Resolution approving and accepting the improvements, gives notice of a public hearing concerning a proposed Assessing Ordinance, and conducts the first reading of the proposed Assessing Ordinance.
7. Council conducts a public hearing and second reading of the proposed Assessing Ordinance.
8. The adopted Ordinance is published.
9. The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at anytime during the ten-year period.

The second reading and public hearing is scheduled for the November 15, 2010 Council meeting. The published assessable costs include a one-time charge of 6% for costs of collection and other incidentals. This fee will be deducted for assessments paid in full by December 18, 2010. Assessments not paid in full will be turned over to the Mesa County Treasurer for collection under a 10-year amortization schedule with simple interest at the rate of 8% accruing against the declining balance.

Financial Impact/Budget:

The total alley construction costs from 11th-12th, Belford to North, are summarized below:

Construction Costs:

Assessed to Property Owners	\$28,850.81
Amount paid by City	<u>\$34,960.79</u>
Total Alley Construction	\$63,811.60

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

The construction contract with M.A. Concrete for this project was approved by City Council on May 17th, 2010.

Attachments:

- 1) Summary Sheets
- 2) Maps
- 3) Resolution and Notice of Hearing
- 4) Assessing Ordinance

SUMMARY SHEET

PROPOSED ALLEY IMPROVEMENT DISTRICT 11TH STREET TO 12TH STREET BELFORD AVENUE TO NORTH AVENUE

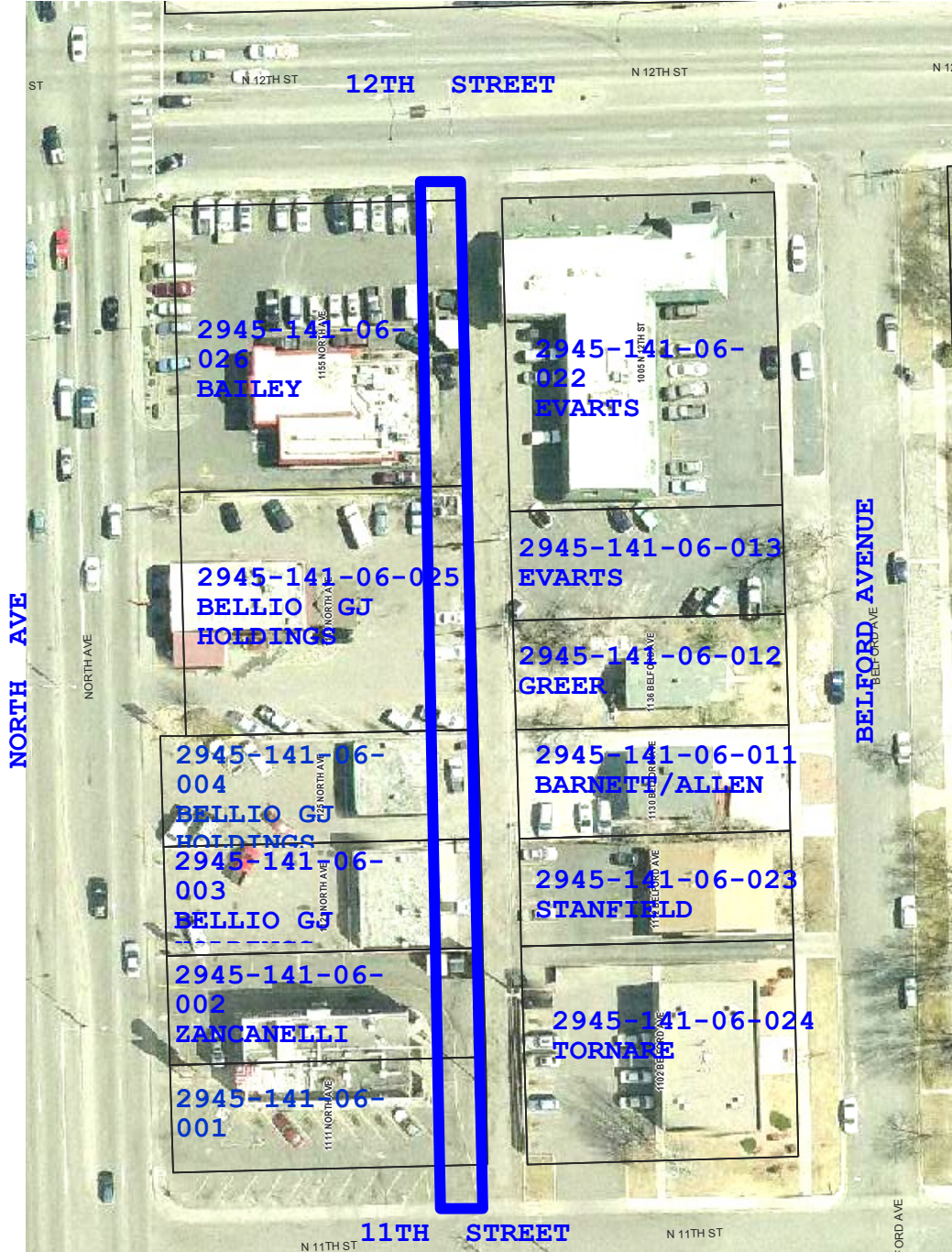
OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
Zancanelli Family Trust	50	35.96	\$1,798.00
Zancanelli Family Trust	50	35.96	\$1,798.00
** Bellio Grand Junction Holdings LLLP	50	35.96	\$1,798.00
** Bellio Grand Junction Holdings LLLP	50	35.96	\$1,798.00
** Bellio Grand Junction Holdings LLLP	112.5	35.96	\$4045.50
** Larry Barnett and Jeanne Lynette Allen	50	35.96	\$1,798.00
Lora E. Greer	50	10.79	\$539.50
David R. and Vicki L. Evarts	50	35.96	\$1,798.00
David and Vicki Evarts 1997 Trust	143.65	35.96	\$5,165.65
** Stanfield-Dwire Investments LLC	50	35.96	\$1,798.00
** Felix and Sarah Tornare	100	17.98	\$1,798.00
** The Bailey Company LLLP	<u>131.15</u>	35.96	<u>\$4,716.15</u>
ASSESSABLE FOOTAGE TOTAL	887.3		\$28,850.81

Cost to Construct	\$ 63,811.60
Absolute Cost to Owners	\$ <u>28,850.81</u>
Cost to City	\$ 34,960.79

Assessments may be paid in full upon completion of project or may be paid over a ten-year period, in which event, a one-time charge of 6% will be added to the principal balance to which simple interest will accrue at the rate of 8% per annum on the declining balance.

** Indicates owners in favor of improvements are 7/12 or 58% and 61% of the assessable footage.

ALLEY IMPROVEMENT DISTRICT 11TH STREET TO 12TH STREET BELFORD AVENUE TO NORTH AVENUE



RESOLUTION NO. ____

**A RESOLUTION APPROVING AND ACCEPTING THE IMPROVEMENTS
CONNECTED WITH ALLEY IMPROVEMENT DISTRICT NO. ST-10**

WHEREAS, the City Council of the City of Grand Junction, Colorado, has reported the completion of Alley Improvement District No. ST-10.

WHEREAS, the City Council has caused to be prepared a statement showing the assessable cost of the improvements of Alley Improvement District No. ST-10 and apportioning the same upon each lot or tract of land to be assessed for the same;

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

1. That the improvements connected therewith in said District be, and the same are hereby approved and accepted; that said statement be, and the same is hereby approved and accepted as the statement of the assessable cost of the improvements of said Alley Improvement District No. ST-10;
2. That the same be apportioned on each lot or tract of land to be assessed for the same;
3. That the City Clerk shall immediately advertise for three (3) days in the Daily Sentinel, a newspaper of general circulation published in said City, a Notice to the owners of the real estate to be assessed, and all persons interested generally without naming such owner or owners, which Notice shall be in substantially the form set forth in the attached "NOTICE", that said improvements have been completed and accepted, specifying the assessable cost of the improvements and the share so apportioned to each lot or tract of land; that any complaints or objections that may be made in writing by such owners or persons shall be made to the Council and filed with the City Clerk within thirty (30) days from the first publication of said Notice; that any objections may be heard and determined by the City Council at its first regular meeting after said thirty (30) days and before the passage of the ordinance assessing the cost of the improvements, all being in accordance with the terms and provisions of Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended.

PASSED and ADOPTED this ____ day of _____, 2010.

President of the Council

Attest:

City Clerk

NOTICE

NOTICE IS HEREBY GIVEN that a hearing is scheduled for November 15, 2010, at 7:00 p.m., to hear complaints or objections of the owners of the real estate hereinafter described, said real estate comprising the Districts of lands known as Alley Improvement District No. ST-10 and all persons interested therein as follows:

Lots 1 through 34, inclusive, Block 1, City of Grand Junction, except the North 10 feet thereof Lots 13 through 17, inclusive, and also except the East 10 feet thereof of Lots 17 and 18, inclusive.

All in the City of Grand Junction, and Mesa County, Colorado.

That the improvements in and for said Alley Improvement District No. ST-10, which are authorized by and in accordance with the terms and provisions of Resolution No. 90-09, passed and adopted on the 30th day of November 2009, declaring the intention of the City Council of the City of Grand Junction, Colorado, to create a local Alley improvement District to be known as Alley Improvement District No. ST-10 with the terms and provisions of Resolution No. 02-10, passed and adopted on the 4th day of January, 2010, creating and establishing said District, creating and establishing said District, all being in accordance with the terms and provisions of Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended, have been completed and have been accepted by the City Council of the City of Grand Junction, Colorado;

The City has inspected and accepted the condition of the improvements installed. The amount to be assessed from those properties benefiting from the improvements is \$30,581.85. Said amount including six percent (6%) for cost of collection and other incidentals; that the part apportioned to and upon each lot or tract of land within said District and assessable for said improvements is hereinafter set forth; that payment may be made to the Finance Director of the City of Grand Junction at any time within thirty (30) days after the final publication of the assessing ordinance assessing the real estate in said District for the cost of said improvements, and that the owner(s) so paying should be entitled to an allowance of six percent (6%) for cost of collection and other incidentals;

That any complaints or objections that may be made in writing by the said owner or owners of land within the said District and assessable for said improvements, or by any person interested, may be made to the City Council and filed in the office of the City Clerk of said City within thirty (30) days from the first publication of this Notice will be heard and determined by the said City Council at a public hearing on November 15, 2010 at 7:00 p.m. in the City Auditorium, 250 N. 5th Street, Grand Junction, Colorado, before the passage of any ordinance assessing the cost of said improvements against the real estate in said District, and against said owners respectively as by law provided;

That the sum of \$30,581.85 for improvements is to be apportioned against the real estate in said District and against the owners respectively as by law provided in the following proportions and amounts severally as follows, to wit:

ALLEY 11TH TO 12TH STREET, BELFORD AVENUE TO NORTH AVENUE		
Tax Schedule No.	Legal Description	Assessment
2945-141-06-001	Lots 1 and 2, Block 1, City of Grand Junction	\$ 1,905.88
2945-141-06-002	Lots 3 and 4, Block 1, City of Grand Junction	\$ 1,905.88
2945-141-06-003	Lots 5 and 6, Block 1, City of Grand Junction	\$ 1,905.88
2945-141-06-004	Lots 7 and 8, Block 1, City of Grand Junction	\$ 1,905.88
2945-141-06-011	Lots 27 and 28, Block 1, City of Grand Junction	\$ 1,905.88
2945-141-06-012	Lots 25 and 26, Block 1, City of Grand Junction	\$ 571.87
2945-141-06-013	Lots 23 and 24, Block 1, City of Grand Junction	\$ 1,905.88
2945-141-06-022	Lots 18 through 22, inclusive, Block 1, City of Grand Junction, except the East 10 for right of way per Book 1100, Page 331	\$ 5,475.59
2945-141-06-023	Lots 29 and 30, Block 1, City of Grand Junction	\$ 1,905.88
2945-141-06-024	Lots 31 through 34, inclusive, Block 1, City of Grand Junction	\$ 1,905.88
2945-141-06-025	Lots 9 through 12, inclusive, and the West 1/2 of Lot 13, Block 1, City of Grand Junction, except right of way as recorded in Book 1971, Page 926	\$ 4,288.23
2945-141-06-026	The East 1/2 of Lot 13 and all of Lots 14 through 17, Block 1, City of Grand Junction, except the east 10 feet for right of way as recorded in Book 1109, Page 237	\$ 4,999.12

Dated at Grand Junction, Colorado, this ____ day of _____, 2010.

BY ORDER OF THE CITY COUNCIL,
CITY OF GRAND JUNCTION, COLORADO

By: _____
City Clerk

ORDINANCE NO. ____

AN ORDINANCE APPROVING THE ASSESSABLE COST OF THE IMPROVEMENTS MADE IN AND FOR ALLEY IMPROVEMENT DISTRICT NO. ST-10 IN THE CITY OF GRAND JUNCTION, COLORADO, PURSUANT TO ORDINANCE NO. 178, ADOPTED AND APPROVED THE 11TH DAY OF JUNE, 1910, AS AMENDED; APPROVING THE APPORTIONMENT OF SAID COST TO EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICTS; ASSESSING THE SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICTS; APPROVING THE APPORTIONMENT OF SAID COST AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENT

WHEREAS, the City Council and the Municipal Officers of the City of Grand Junction, in the State of Colorado, have complied with all the provisions of law relating to certain improvements in Alley Improvement District No. ST-10 in the City of Grand Junction, pursuant to Ordinance No.178 of said City, adopted and approved June 11, 1910, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, and pursuant to the various resolutions, orders and proceedings taken under said Ordinance; and

WHEREAS, the City Council has heretofore caused to be published the Notice of Completion of said local improvements in said Alley Improvement District No. ST-10 and the apportionment of the cost thereof to all persons interested and to the owners of real estate which is described therein, said real estate comprising the district of land known as Alley Improvement District No. ST-10 in the City of Grand Junction, Colorado, which said Notice was caused to be published in The Daily Sentinel, the official newspaper of the City of Grand Junction (the first publication thereof appearing on October 6, 2010, and the last publication thereof appearing on October 8, 2010 and

WHEREAS, said Notice recited the share to be apportioned to and upon each lot or tract of land within said Districts assessable for said improvements, and recited that complaints or objections might be made in writing to the Council and filed with the Clerk within thirty (30) days from the first publication of said Notice, and that such complaints would be heard and determined by the Council at its first regular meeting after the said thirty (30) days and before the passage of any ordinance assessing the cost of said improvements; and

WHEREAS, no written complaints or objections have been made or filed with the City Clerk as set forth in said Notice; and

WHEREAS, the City Council has fully confirmed the statement prepared by the City Engineer and certified by the President of the Council showing the assessable cost of said improvements and the apportionment thereof heretofore made as contained in that certain Notice to property owners in Alley Improvement District No. ST-10 duly published in the Daily Sentinel, the official newspaper of the City, and has duly ordered that the cost of said improvements in said Alley Improvement District No. ST-10 assessed and apportioned against all of the real estate in said District in the portions contained in the aforesaid Notice; and

WHEREAS, from the statement made and filed with the City Clerk by the City Engineer, it appears that the assessable cost of the said improvements is \$30,581.85; and

WHEREAS, from said statement it also appears the City Engineer has apportioned a share of the assessable cost to each lot or tract of land in said District in the following proportions and amounts, severally, to wit:

ALLEY 11TH TO 12TH STREET, BELFORD AVENUE TO NORTH AVENUE		
Tax Schedule No.	Legal Description	Assessment
2945-141-06-001	Lots 1 and 2, Block 1, City of Grand Junction	\$ 1,905.88
2945-141-06-002	Lots 3 and 4, Block 1, City of Grand Junction	\$ 1,905.88
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2945-141-06-012	Lots 25 and 26, Block 1, City of Grand Junction	\$ 571.87
2945-141-06-013	Lots 23 and 24, Block 1, City of Grand Junction	\$ 1,905.88
2945-141-06-022	Lots 18 through 22, inclusive, Block 1, City of Grand Junction, except the East 10 for right of way per Book 1100, Page 331	\$ 5,475.59
2945-141-06-023	Lots 29 and 30, Block 1, City of Grand Junction	\$ 1,905.88
2945-141-06-024	Lots 31 through 34, inclusive, Block 1, City of Grand Junction	\$ 1,905.88
2945-141-06-025	Lots 9 through 12, inclusive, and the West 1/2 of Lot 13, Block 1, City of Grand Junction, except right of way as recorded in Book 1971, Page 926	\$ 4,288.23
2945-141-06-026	The East 1/2 of Lot 13 and all of Lots 14 through 17, Block 1, City of Grand Junction, except the east 10 feet for right of way as recorded in Book 1109, Page 237	\$ 4,999.12

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

Section 1. That the assessable cost and apportionment of the same, as hereinabove set forth, is hereby assessed against all the real estate in said District, and to and upon each lot or tract of land within said District, and against such persons in the portions and amounts which are severally hereinbefore set forth and described.

Section 2. That said assessments, together with all interests and penalties for default in payment thereof, and all cost of collecting the same, shall from the time of final publication of this Ordinance, constitute a perpetual lien against each lot of land

herein described, on a parity with the tax lien for general, State, County, City and school taxes, and no sale of such property to enforce any general, State, County, City or school tax or other lien shall extinguish the perpetual lien of such assessment.

Section 3. That said assessment shall be due and payable within thirty (30) days after the final publication of this Ordinance without demand; provided that all such assessments may, at the election of the owner, be paid in installments with interest as hereinafter provided. Failure to pay the whole assessment within the said period of thirty days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in such installments. All persons so electing to pay in installments shall be conclusively considered and held as consenting to said improvements, and such election shall be conclusively considered and held as a waiver of any and all rights to question the power and jurisdiction of the City to construct the improvements, the quality of the work and the regularity or sufficiency of the proceedings, or the validity or correctness of the assessment.

Section 4. That in case of such election to pay in installments, the assessments shall be payable in ten (10) equal annual installments of the principal. The first of said installments of principal shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of 8 percent per annum on the unpaid principal, payable annually.

Section 5. That the failure to pay any installments, whether of principal or interest, as herein provided, when due, shall cause the whole unpaid principal to become due and payable immediately and the whole amount of the unpaid principal and accrued interest shall thereafter draw interest at the rate of 8 percent per annum until the day of sale, as by law provided; but at any time prior to the date of sale, the owner may pay the amount of such delinquent installment or installments, with interest at 8 percent per annum as aforesaid, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any piece of real estate not in default as to any installments may at any time pay the whole of the unpaid principal with interest accrued.

Section 6. That payment may be made to the City Finance Director at any time within thirty days after the final publication of this Ordinance, and an allowance of the six percent added for cost of collection and other incidentals shall be made on all payments made during said period of thirty days.

Section 7. That the monies remaining in the hands of the City Finance Director as the result of the operation and payments under Alley Improvement District No. ST-10 shall be retained by the Finance Director and shall be used thereafter for the purpose of further funding of past or subsequent improvement districts which may be or may become in default.

Section 8. That all provisions of Ordinance No. 178 of the City of Grand Junction, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, shall govern and be taken to be a part of this Ordinance with

respect to the creation of said Alley Improvement District No. ST-10, the construction of the improvements therein, the apportionment and assessment of the cost thereof and the collection of such assessments.

Section 9. That this Ordinance, after its introduction and first reading shall be published once in full in the Daily Sentinel, the official newspaper of the City, at least ten days before its final passage, and after its final passage, it shall be numbered and recorded in the City ordinance record, and a certificate of such adoption and publication shall be authenticated by the certificate of the publisher and the signature of the President of the Council and the City Clerk, and shall be in full force and effect on and after the date of such final publication, except as otherwise provided by the Charter of the City of Grand Junction.

Introduced on First Reading this _____ day of _____, 2010.

Passed and Adopted on the _____ day of _____, 2010.

Attest:

President of the Council

City Clerk



Date: September 17, 2010

Author: John P. Shaver

Title/ Phone Ext: City Attorney

Ext. 1503

Proposed Schedule: October 4, 2010

2nd Reading: NA

(if applicable): _____

Attach 6

Transfer of Control of the City of Grand Junction

Cable Television Franchise

CITY COUNCIL AGENDA ITEM

Subject: Transfer of Control of the City of Grand Junction, Colorado Cable Television Franchisee
File # (if applicable):
Presenters Name & Title: John Shaver, City Attorney

Executive Summary:

Bresnan Communications LLC (Franchisee) owns, operates and maintains a cable television system in the City pursuant to a grant of a franchise (Franchise) made April 5, 2005. The Franchisee is the current lawful and duly authorized holder of the Franchise.

As such an application has been filed with the Federal Communications Commission (FCC) seeking consent to assignment or transfer of control of the cable television franchise.

The Franchisee and BBHI Holdings LLC have requested that the City consent, as the franchise authority and as required by the Franchise and the FCC, to the assignment or transfer of control of the Franchise to BBHI Holdings LLC.

City legal and finance staff have reviewed the application and recommend that the City Council approve the assignment or transfer of control of the cable television franchise.

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

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

The Franchisee is a provider of telecommunication services to the Grand Valley. The continued availability of those services to the community will help the City sustain and enhance its economy.

Action Requested/Recommendation:

Adopt Resolution.

Background, Analysis and Options:

As evidence by review of its application to the FCC, the City staff has determined that Cablevision Systems Corporation (Cablevision) has the requisite capability and experience to provide the services, manage the facilities, and operate the Franchise.

According to its application Cablevision has created a newly and wholly owned subsidiary, BBHI Holdings LLC, to acquire control of Bresnan Communications LLC. BBHI Holdings LLC owns 100% interest of the Franchisee.

Cablevision has represented that it has no current plans to change the local system management currently in charge of the system operations. The change of control changes the parent company but does not change the Franchisee.

Cablevision was founded in 1973 and is the seventh largest multichannel video programming distributor in the nation. Cablevision holds 400 franchises in Connecticut, New Jersey, and New York. Cablevision operates the nation's single largest cluster of cable systems and has more than 30 years of experience in the cable industry.

Cablevision has been ranked in 2009 and 2010 by J.D. Power for its data and broadband services. Cablevision currently offers more than 120 high definition channels to its subscribers. Cablevision has advanced services including DVR (digital video recording) and voice services.

Financial Impact/Budget:

There is no financial or budget impact to the City by approval of the change of control.

Legal issues:

Pursuant to the Franchise and the FCC rules City Council action is required.

Previously presented or discussed:

This matter has not been previously discussed with the City Council. The Mayor and City Attorney have met with representatives of Cablevision and discussed the proposed transfer.

Attachments:

Included by reference in the resolution, for the record but not as part of this report, is application filed by Cablevision with the FCC.

Resolution authorizing the transfer.

RESOLUTION NO. __-10

A RESOLUTION APPROVING THE CHANGE OF CONTROL OF THE FRANCHISEE (BRESNAN COMMUNICATIONS) OF THE CITY OF GRAND JUNCTION, COLORADO CABLE TELEVISION FRANCHISE AGREEMENT

RECITALS.

The City Charter provides, *inter alia*, that “no franchise relating to any street, alley or public place of the said City shall be granted except upon the vote of the registered electors ...” Bresnan Communications LLC (“Franchisee”) owns, operates and maintains a cable television system in the City pursuant to a grant of a franchise (“Franchise”) made April 5, 2005. The Franchisee is the current lawful and duly authorized holder of the Franchise.

Pursuant to an Agreement and Plan of Merger (“Agreement”) BBHI Holdings LLC, a newly created and wholly owned subsidiary of Cablevision will be acquiring control of Bresnan Communications LLC. BBHI Holdings LLC owns 100% interest of the Franchisee and as a result the indirect control of the Franchisee will change control. As such an application has been filed with the Federal Communications Commission seeking consent to assignment or transfer of control of the cable television franchise. The application, review and approval process for purpose of this resolution will be referred to as the “FCC 394 process” or the “Change of Control” process.

The Franchisee and BBHI Holdings LLC have requested that the City consent, as the franchise authority and as required by the Franchise and the FCC 394 process, to the assignment or transfer of control of the Franchise to BBHI Holdings LLC.

The Franchisee and BBHI Holdings LLC have provided the City with all information necessary to render a decision on the transfer application. That information which was compiled and submitted pursuant to the Change of Control process is incorporated by this reference as if fully set forth.

The City has reviewed the FCC 394 process information and the qualifications of BBHI Holdings LLC as the same are contained in/disclosed with the FCC 394 process and affirmed that BBI Holdings has followed all application procedures and does find that BBHI Holdings LLC is suitable to indirectly control the Franchisee.

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

- 1) The City of Grand Junction, Colorado as the franchise authority hereby accepts the application of BBHI Holdings LLC and further consents to the Change of Control, all in accordance with the terms of the Franchise and applicable law.
- 2) This resolution shall be deemed effective on its passage.

3) This resolution shall have the force of a continuing agreement the Franchisee, BBHI Holdings LLC and the City.

4) This resolution shall not be amended or otherwise altered without notice to and the consent of the Franchisee and BBHI Holdings LLC.

Adopted this ____ day of _____, 2010.

ATTEST:

President of the Council

City Clerk



Date: September 21, 2010

Author: Scott Hockins

Title/ Phone Ext: Purchasing

Supervisor/1484 _____

Proposed Schedule: October 4,
2010

2nd Reading

(if applicable): _____

Attach 7
Contract Award for Hawthorne Park Restroom Shelter

CITY COUNCIL AGENDA ITEM

Subject: Hawthorne Park Restroom Shelter Construction
File # (if applicable):
Presenters Name & Title: Rob Schoeber, Parks and Recreation Director Jay Valentine, Assistant Financial Operations Manager

Executive Summary:

This approval request is for the award of a construction contract to Emery Welsh Construction for the replacement of the restroom shelter at Hawthorne Park due to age, condition, accessibility and safety concerns.

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 replacement construction will provide a functional restroom shelter while improving the visual appeal of historic Hawthorne Park.

Action Requested/Recommendation:

Authorize the City Purchasing Division to Enter into a Contract, in the Amount of \$137,777.93 with Emery Welsh Construction, Inc. for the Completion of the Restroom Shelter at Hawthorne Park.

Board or Committee Recommendation: N/A

Financial Impact/Budget:

The Hawthorne Park Restroom Shelter Construction project will be funded by a Community Development Block Grant (CDBG) of \$158,000. After construction of the shelter, the remaining grant funds will be used to construct new sidewalks for increased wheelchair and stroller accessibility to the playground area.

The total project costs are summarized below assuming approval of this construction contract and the remaining grant balance to be used towards increased accessibility.

Project Costs:

City Engineering, Inspection, and Contract Admin.	\$ 10,000.00
Construction Project Cost	\$137,777.93
Additional Sidewalks (Estimate)	<u>\$ 10,222.07</u>
Total Estimated Project Cost -	\$158,000.00

Legal issues:

None

Other issues:

None

Previously presented or discussed:

This project has been previously discussed and approved by City Council as part of the CDBG Grant funding process.

Background, Analysis and Options:

Hawthorne Park, established in 1882, is one of the original four corner stone parks comprising the set boundaries for the first square mile of the City of Grand Junction. The restroom facility constructed in 1955 is outdated, dilapidated, has developed safety issues and is in much need of replacement. The structural integrity has been compromised due to the exterior brick crumbling and the foundation settling and shifting. The plumbing and electrical infrastructure does not meet current safety codes. The plumbing fixtures are obsolete and repair parts are no longer available. The interior and exterior layout of the facility does not meet current ADA standards. There are no sidewalks connecting the restroom to the playground making it difficult for wheel chairs to cross through the grass and bark chips. The construction / renovation of the Hawthorne Park restrooms would continue to preserve Grand Junction's history as well as providing park users an inviting, safe, up to date facility.

A formal invitation for bids was issued, advertised in The Daily Sentinel, posted on the City's website, and sent to a source list of contractors including the Western Colorado Contractors Association (WCCA). Seven companies submitted bids in the following amounts:

FIRM	LOCATION	AMOUNT
Emery Welsh Construction	Grand Junction, CO	\$137,777.93
PNCI Construction	Grand Junction, CO	\$138,685.94
McCauley Constructors	Windsor, CO	\$165,666.23
Northway Construction	Carbondale, CO	\$171,450.00
Tusca II	Grand Junction, CO	\$190,714.48
SDG Design Build	Silt, CO	\$201,281.84
Asset Engineering	Grand Junction, CO	\$226,670.00

This project is scheduled to be completed by the end of December 2010.

Attachments: N/A



Date: 09/17/10

Author: Jody Kliska

Title/ Phone Ext: Transportation Engineer/1591

Proposed Schedule: October 4, 2010

2nd Reading

(if applicable): _____

Attach 8
US 6 West/SH 139 Access Control Plan

CITY COUNCIL AGENDA ITEM

Subject: US 6 West/SH 139 Access Control Plan
File # (if applicable):
Presenters Name & Title: Tim Moore, Public Works and Planning Director

Executive Summary:

The City of Grand Junction has been working with CDOT, Mesa County, and the City of Fruita for the past year on an access control plan for US 6 from Loma to Redlands Parkway. The Plan also covers SH 139 in Loma. The completed plan has been through extensive public review with adjacent property owners and businesses and is ready for presentation to the Council to enter into an IGA jointly with CDOT, Mesa County, and the City of Fruita.

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

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

In the absence of the US 6 Access Control Plan (ACP), the State Highway Access Code would be applied as each property on the corridor developed or re-developed. The ACP utilized the Comprehensive Plan to project the future transportation demands on the highway and analyze the effects of access on the safety and capacity of the highway. Meetings with individual property and business owners along the corridor have produced a plan that is customized to the needs of the adjacent properties, while meeting the intent of the Highway Access Code. Having the plan in place gives property owners and future developers a level of certainty about where and what type of access will be allowed.

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 US 6 Access Control Plan proposes a balance of safety and capacity for all users and modes of transportation utilizing the highway. With the higher percentage of truck traffic on the highway and its function as a regional highway, managing access allows for continued traffic flow on the highway.

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

The ACP is a coordinated approach to regulating vehicular access to the state highway.

Because land use development and the associated access control is a key component of economic development, this plan will work to simultaneously improve access safety

and planning and provide for orderly, effective, and economically prudent development goals.

Action Requested/Recommendation:

Authorize the City Manager to sign an Intergovernmental agreement for US 6 West/SH 139 Access Control Plan between the City of Grand Junction, Mesa County, City of Fruita and the State of Colorado Department of Transportation.

Background, Analysis and Options:

The Colorado Department of Transportation (CDOT) Region 3, Mesa County, the City of Grand Junction, the City of Fruita and the Mesa County Regional Transportation Planning Office identified the need for an Access Control Plan along designated portions of United States Highway 6 (US 6) and State Highway 139 (SH 139). To the extent feasible, given existing conditions, this comprehensive access plan will bring these portions of highway into conformance with their respective access category and functional needs. The plan seeks to achieve the optimum balance between state and local transportation objectives, and preserve and support the current and future functional integrity of the highway.

This Access Control Plan will become a binding document to guide the agencies' decisions regarding the future access conditions along US 6 and SH 139. The *State Highway Access Code, Volume 2, Code of Regulations 601-1, March 2002* was followed in preparing this plan.

According to national studies¹, an effective access control plan can reduce the number of crashes by as much as 50%. When a motorist is presented with a complex driving situation due to an excessive number of accesses that are too close together, more collisions occur. Accidents generally occur either during a disruption in flow (meaning the vehicle ahead is decelerating due to a turn or other cause) or at a conflict point (where two vehicles' paths cross). For example, restricting allowable movements from a full movement access to a ¾ access (right-in, right-out with left-turn movement) or to a right-in and right-out access, potentially reduces the severity of an accident by reducing the number of left-turning vehicles. These vehicles can be redirected to adjacent signalized intersections, where under the protections of additional auxiliary lanes and a traffic signal, the vehicles can either turn left or make a U-turn to reach their desired destination. In order to create a safer but still efficient corridor, a balance must be made in determining the location, spacing, and allowable movements of each access, without compromising access to the adjacent properties. A less complex and therefore safer

driving situation is accomplished when the number of conflicts between vehicles is reduced.

When the number of accesses along a roadway is condensed, desired speeds are maintained and motorists can arrive more quickly at their destinations. Studies¹ have

¹ *Access Management Manual: Committee on Access Management*. Washington D.C.: Transportation Research Board of the National Academies, 2003.

shown that location of driveways can reduce average travel speeds by up to 5 to 10 mph. However, travel time on a segment is decreased when the number of traffic signals is minimized and the spacing between the signals is more uniform. As vehicular speeds along a roadway become more stable, motorists can see an added benefit of maximum fuel efficiency. Additionally, improved traffic flow translates into better air quality due to a decrease in vehicle emissions.

Roads are important public resources that are costly to build and to improve or replace. Implementing an access control plan reduces the cost of maintaining the corridor. When access management principles are set aside, property owners experience an unpredictable development environment. Roadways that are overused will be widened and later widened again, creating an ever-changing landscape and recurring road construction. In a revenue-constrained environment, effective management of the transportation system is essential.

It is important to remember that the Access Control Plan is intended to represent a long range plan for the study roadways. Implementation of the full plan can occur as a single project, or over the long term in smaller increments as a phased approach. Figure 2 (attached) provides details about how the Access Control Plan may be implemented as a phased approach.

Implementation of the full plan at a single time is unlikely and would only occur as part of a transportation improvement project that included all of the study roadways. This would be a publicly funded project by any combination of local and CDOT funding. A future public project would include the access changes described in the Access Control Plan, which could be implemented at the time. There are currently no projects planned for the portions of US 6, except for intersection improvements at SH 139. There are also no other improvements currently planned on SH 139, except for the intersection improvements at SH 139 and US 6. This means there is not a project on the Long Range Transportation Plan, the Fiscally Constrained Plan, or the currently funded Statewide Transportation Improvement Plan. A corridor wide project in the near future is unlikely. Highway projects take many years to identify, fund, and construct. Under this scenario, it would be the government's responsibility to make the access changes to the highway. Even with a public corridor project, it would be unlikely that the entire plan could be implemented at one time because access must still be provided to each property on the corridor. For example, if a property has not redeveloped, it might not be feasible to relocate the driveway; or if the local street network has not been completed, alternative access may not be available. In cases like this, an interim access to the property would be maintained until such time as the ultimate access configuration could be achieved.

As traffic grows along the study roadways, the agencies will be faced with deciding how to implement the Access Control Plan. One approach may be to implement interim roadway improvements that would delay the need to implement the ultimate recommendations of the Access Control Plan.

Once traffic volumes and/or safety issues indicate changes to access conditions are needed, the next phase of the implementation would be to identify locations where raised medians, traffic signals or other forms of traffic control are warranted. When

intersections or access points have operational or safety concerns CDOT will look for ways to address these issues. These projects would most likely incorporate portions of the Access Control Plan, such as implementing turn restrictions or improving intersections in order to improve operations or increase safety along the corridor.

The most common trigger for the phased approach relates to when a property along US 6 or SH 139 develops, redevelops, or if a driveway experiences a traffic volume increase of 20 percent or more (per the *State Highway Access Code*). Under this scenario, a new CDOT access permit is required and CDOT would work with the property owner or the developer to make the access changes and highway improvements in the area directly impacted by the development/redevelopment. Coordination through the development process is critical to the ultimate success of the plan. If the ultimate Access Control Plan cannot be implemented when a property redevelops, the property should develop in such a way as to not prohibit the plan implementation. For example, buildings should be constructed in such a manner as to utilize a future access location shown on the plan. Even if project related traffic volumes do not warrant the full implementation of the plan, the local entities should develop a method to collect funds from the owner/developer with the understanding that the changes will be necessary in the future. This may encourage some development to occur now, but the local entity will have collected funds to help offset the cost of the future improvements. This is especially important in the case where a property simply redevelops, but does not increase the traffic generated by 20% or more. If the local entity does not implement the plan at the same time or collect funds for future implementation, it is unlikely the same property would redevelop again before the changes are necessary, creating a missed opportunity to implement the plan or collect contributions toward the improvements.

Another important aspect of the implementation process is how access is granted to new developments. Each property along the study roadways must be provided reasonable access. CDOT should work with the owner/developer to ensure projects are designed with consideration to where access will be permitted in the ultimate Access Control Plan. Access will be provided to the property as shown on the Access Control Plan unless it is not feasible to implement at the time of the development. Then, an interim access will be permitted, which will change once the ultimate access conditions can be achieved. Coordinating with the owner/developer throughout the project development process will ensure the final design of the property does not preclude the implementation of the final Access Control Plan configuration on the study roadways.

Financial Impact/Budget:

N/A.

Legal issues:

The City Attorney's office has reviewed and approved the intergovernmental agreement (IGA) for the access control plan. That agreement is by and among the City of Fruita, Mesa County, the State of Colorado and the City of Grand Junction and when signed by all parties will provide for coordinated regulation of vehicular access in accordance with the plan.

Previously presented or discussed:

The portion of the Access Control Plan in the City of Grand Junction was presented at the City Council workshop on Monday, August 16, 2010.

Attachments:

1. Access Control Plan Drawings from Redlands Parkway to the Fruita Buffer Zone
2. Access Control Plan Tables
3. Implementation Process Diagram
4. August 16, 2010 presentation to council
5. IGA

Access Control Plan Drawings









Access Control Table

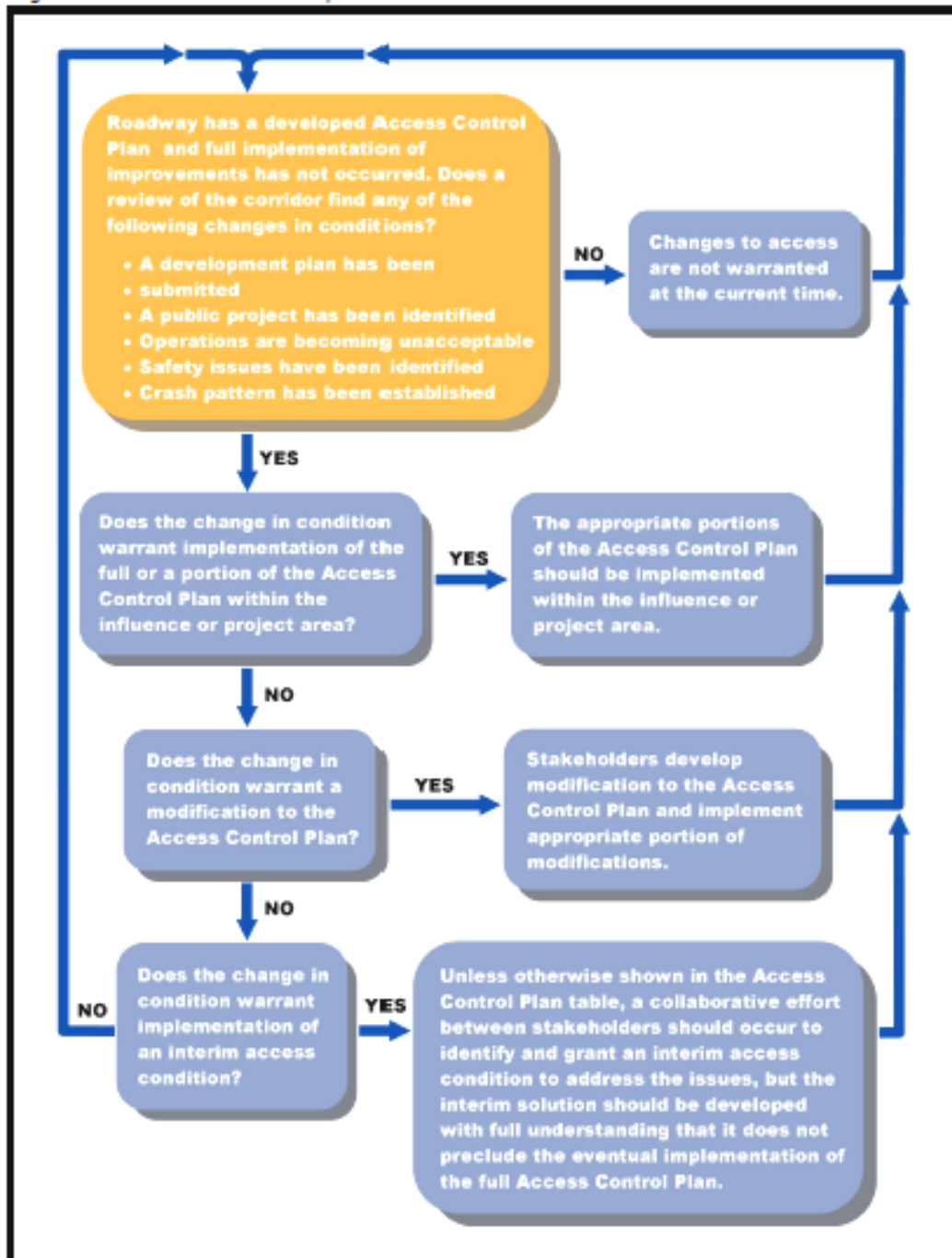
US 6 North					
#	Provides access to the property of:	Mile Post #	Existing Config.	Final Configuration	Comments
122	21 Road	25.01	Full Movement	Full Movement Access	Realign. Potential for signalization.
123	Merritt L. Sixbey Jr.	25.07	Full Movement	Access Closed	Access provided by 21 Road.
124	Merritt L. Sixbey Jr.	25.12	Full Movement	Access Closed	Access provided by US 6 North #125.
125	Property Line	25.13	None	Right-In Right-Out Access	Access combines US 6 North #124 and #126.
126	Johnnie E. Morris	25.16	Full Movement	Access Closed	Access provided by US 6 North #125.
127	Brad W. Statler	25.20	Full Movement	Access Closed	Access provided by US 6 North #128.
128	Property Line	25.25	None	Right-In Right-Out Access	Access combines US 6 North #127 and #129.
129	Elizabeth O'Brien	25.31	Full Movement	Access Closed	Access provided by US 6 North #128.
130	Four T Management	25.36	Full Movement	Right-In Right-Out Access	
131	Ditch/Utility	25.42	Full Movement	Right-In Right-Out Access	Potential 21 1/2 Road relocation. Maintain Ditch/Utility access.
131a	Relocated 21 1/2 Road	25.43	None	Full Movement Access	Potential for signalization. Combine with US 6 North #131
132	Greenstone LLC	25.46	Full Movement	Access Closed	Access provided by 21 1/2 Road. Emergency access may be maintained if needed for emergency services.
133	Greenstone LLC	25.54	Full Movement	Access Closed	Access provided by 21 1/2 Road.
134	Darrell Zipp - Outwest Drywall Supply Inc.	25.68	Full Movement	Access Closed	Access provided by 21 1/2 Road.
135	CRC Investments	25.85	Full Movement	Access Closed	Access provided by 21 1/2 Road.
136	21 1/2 Road	25.88	Full Movement	3/4 Access	Right-in, right-out access if 21 1/2 relocated to US 6 North #131a. If signal warranted
137	SST Energy Corporation - Pitre Holdings LLC	25.85	Full Movement	Access Closed	Access provided by 21 1/2 Road.
138	Valley Court	25.88	Full Movement	Full Movement Access	22 Road relocated to Valley Ct. Access may be located up to 500 feet east of the existing Valley Court access point if a traffic study including geometric, operational and weave analysis shows that the access location will function adequately as determined by the CDOT Region 3 Traffic Engineer (CDOT). The access shall not negatively impact I-70 or I-70 ramp operations nor create additional safety issues at the adjacent intersections as determined by CDOT. The intersection shall provide at a minimum for the turning movements shown on figure 21 for access U.S. 6 S 28a, U.S. S 28 b, and U.S. 6 N 138. A second access at the existing Valley Court access point may remain at the existing alignment if the traffic study also shows that the second access location will function adequately as determined by CDOT.
138a	22 Road	25.98	Full Movement	Access Closed	Closed when 22 Road relocated to Valley Ct. This second access at the existing Valley Court access point may remain at the existing alignment if the traffic study also shows that the second access location will function adequately as determined by CDOT. This second access shall not be signalized and shall be restricted to a maximum of a 3/4 movement. The second access may be restricted further at the determination of CDOT based upon geometric, safety, and operations of the access.
138b	WR Hall Access	26.00	None	Right-In	A right in only movement may be provided if a traffic study, including geometric, operational and weave analysis shows that the access location will function adequately as determined by the CDOT Region 3 Traffic Engineer (CDOT). The access shall not negatively impact I-70 or I-70 ramp operations nor create additional safety issues at the adjacent intersections as determined by CDOT.
138c	I-70 VWB off ramp		Full Movement Signalized	Full Movement Signalized	
138d	I-70 EB on ramp		Full Movement	Full Movement	Potential for signalization.
139	Cedar Lodge Partnership	0.20	Right-In Right-Out	Access Closed	Close with re-construction of US 6/I-70 interchange, recurring safety issues, or
140	Property Line	0.26	None	Right-In Right-Out Access	Combines US 6 North #139 & #141.
141	OCHS Brothers	0.28	Full Movement	Access Closed	Relocate to property line at US 6 #140.

Access Control Table

US 6 North					
#	Provides access to the property of:	Mile Post #	Existing Config.	Final Configuration	Comments
142	Sanford Court	0.34	Full Movement	3/4 Access	Further access modifications may be required pending interchange modifications.
143	Scarlet Road	0.52	Full Movement	Full Movement Access	
144	Stadler Peter Company Trustee	0.55	Full Movement	Right In Right Out Access	Access provided by Scarlet Road. Access closed upon redevelopment of property access via G Road.
145	Ely McGhghy	0.57	Full Movement	Access Closed	Relocate on G Road at east property line. Access may be provided via Scarlet Road if easement becomes available upon property redevelopment
146	G Road	0.60	Full Movement	Access Closed	
147	Michael G. Ferris	0.72	Full Movement	Access Closed	Access provided by G Road
148	Michael G. Ferris	0.82	Full Movement	Right-In Right-Out Access	
149	Michael G. Ferris	0.94	Full Movement	Access Closed	Access provided by US 6 North #148N
150	Michael G. Ferris	0.97	Full Movement	Access Closed	Access provided by US 6 North #148N
151	Ditch/Utility	1.01	Full Movement	Right-In Right-Out Access	Maintain special use access
152	Club Deal 113/114 Park Plaza	1.02	Full Movement	Access Closed	Access provided by 23 Road
153	23 Road	1.23	Full Movement Signalized	Full Movement Access	
154	James Edward Studebaker	1.25	Full Movement	Access Closed	Access provided by US 6 North #155
155	Property Line	1.26	None	Right-In Right-Out Access	Access combines US 6 North #154 & #156
156	Jose G. Munz	1.27	Full Movement	Access Closed	Access provided by US 6 North #155
157	Celtite Technik Inc.	1.31	Full Movement	Access Closed	Access provided by US 6 North #158
158	Property Line	1.34	None	Right-In Right-Out Access	Access combines US 6 North #157 & #159
159	Brothers Investments LLC	1.37	Full Movement	Access Closed	Access provided by US 6 North #158
160	SMR & 6 LLC	1.39	Full Movement	Access Closed	Access provided by US 6 North #161
161	Property Line	1.41	None	Right-In Right-Out Access	Access combines US 6 North #160 & #162 & #163
162	Western Mesa Development LLC	1.42	Full Movement	Access Closed	Access provided by US 6 North #161
163	Western Mesa Development LLC	1.51	Full Movement	Access Closed	Access provided by US 6 North #161
164	F 1/2 Road	1.61	None	Full Movement Access	Pending completion of F 1/2 Road
165	Ditch/Utility	1.62	Full Movement	Right-In Right-Out Access	Maintain Ditch/Utility Access. Combine with US 6 North #164 if F 1/2 Road constructed
166	CGO LLC	2.13	Full Movement	Access Closed	Access to be closed with construction of connection to Leland Avenue or 23 3/4 Road.
167	F Road	2.17	Full Movement	3/4 Access	
168	Peggy Himes	2.37	Full Movement	Access Closed	Access provided by F Road

Implementation Process Diagram

Figure 2: Access Control Plan Implementation Process



August 16 Presentation to Council Workshop

9/17/2010

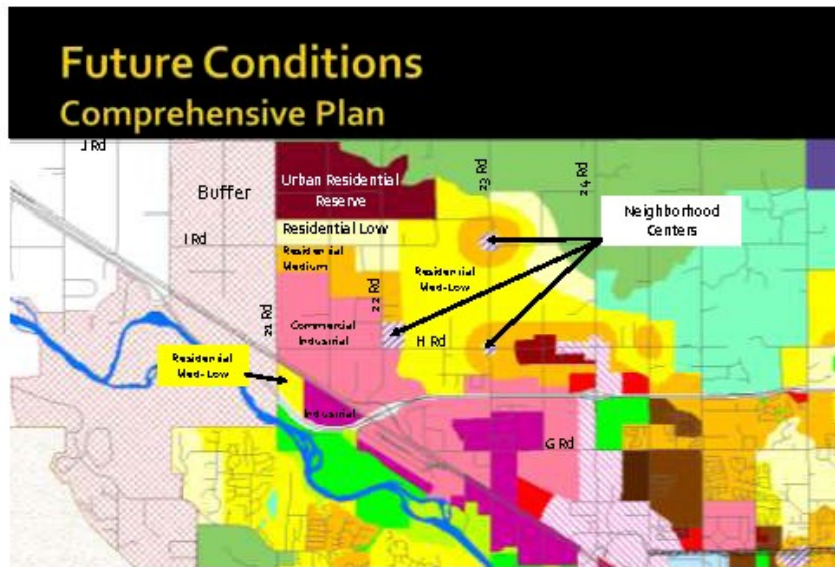
Loma to Redlands Parkway

Us 6 Access Control Plan

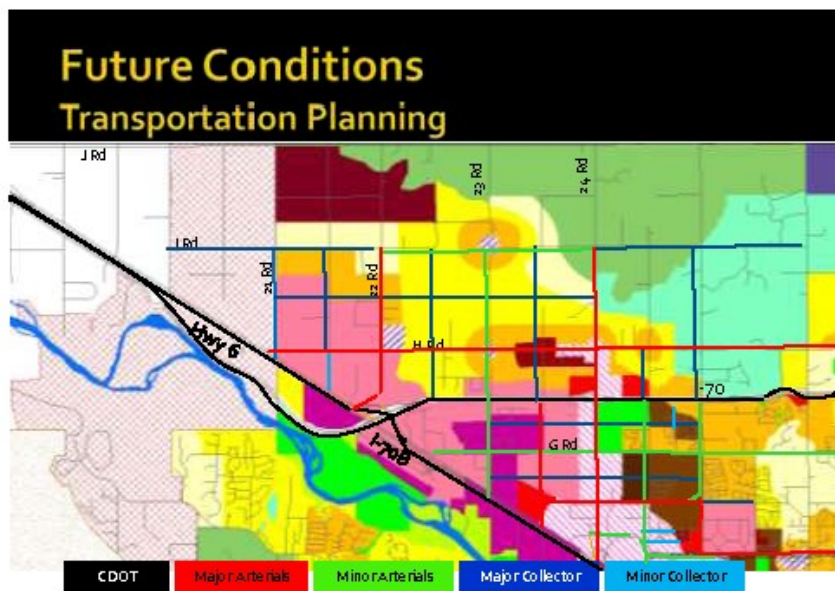


US 6 Loma to Redlands Parkway





•Significant Development Potential



•Key infrastructure – adopted GCCP

Redlands Parkway area



F 1/2 Road area



23 Road area



Scarlett-Sanford-G Road area



22 Road Area



21 1/2 Road area



What Happens if No Plan?

- State Highway Access Code still applies
- Reactive
- Highway deteriorates over time

Criteria

Capacity: Hierarchy of roads
Interstate / State Hwy system / Local arterials / Local roads / Private property

Mobility: Half mile spacing of signals

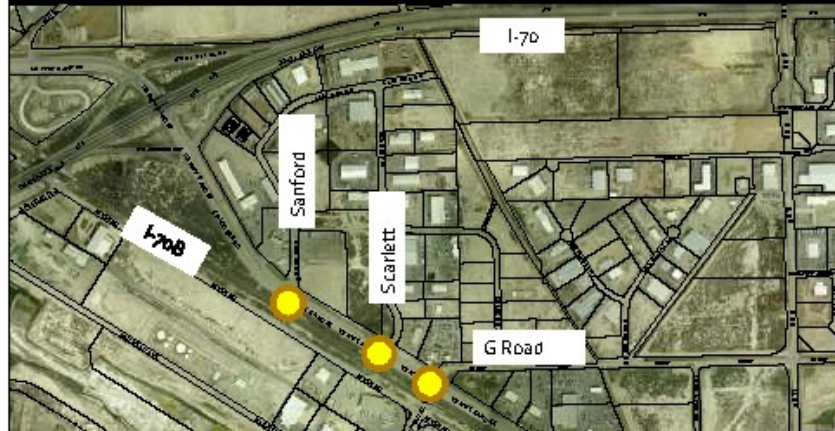
Traffic Safety: Protected intersections with safe (and truck friendly) merges

Access: Reasonable access to signals

Environment: Minimize purchase of additional right of way

Implementation: Limited funding require short and long term solutions

Existing Conditions



Three intersections east of interchange-Neighborhood meetings

East Side

- Neighborhood Meetings:
 - December 10, 2009
 - February 3, 2010
- One-on-One Property Owner Meetings

**Outcome: Resolved
access issues on North
Side of Highway.**

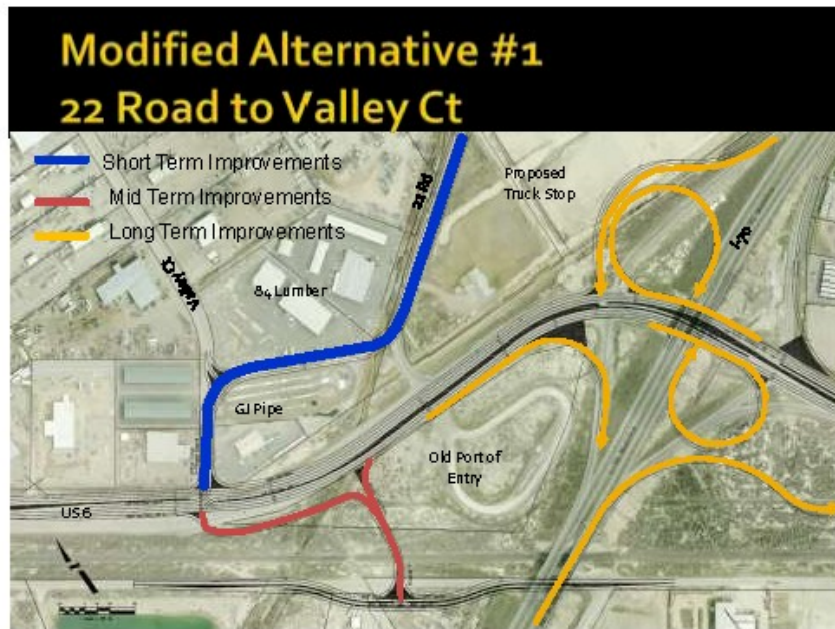


•Four Intersections of Concern west of interchange-
Neighborhood Meetings

West Side Meetings

- Neighborhood Meetings:
 - March 3, 2010
 - May 5, 2010
- One-on-One Property Owner Meetings

Outcome – Solution to River Road rail crossing, met the access needs of the most properties in the area



**INTERGOVERNMENTAL AGREEMENT
BY AND AMONG THE CITY OF FRUITA,
CITY OF GRAND JUNCTION, MESA COUNTY
AND
THE STATE OF COLORADO
BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION
UNITED STATES HIGHWAY 6 (M.P. 13.87 - US 6A to M.P. 2.42-
I70B) AND STATE HIGHWAY 139 (M.P. 0.00 to M.P. 2.29)
ACCESS CONTROL PLAN**

THIS AGREEMENT is entered into effective as of the _____ day of _____ 2010, by and among the City of Fruita and the City of Grand Junction, (hereafter referred to as the “Cities”), Mesa County (hereafter referred to as the “County”), and the State of Colorado, Department of Transportation (hereafter referred to as the “Department”), all of the parties being referred to collectively herein as the “Agencies” or solely as an “Agency”.

WITNESSETH:

WHEREAS, the Agencies are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201, et. seq., C.R.S., to enter into contracts with each other for the performance of functions which they are authorized by law to perform on their own; and

WHEREAS, each Agency is authorized by Section 43-2-147(1)(a), C.R.S., to regulate access to public highways within its jurisdiction and which jurisdictions is further defined for the Cities by this Agreement as being within their current City boundaries; and

WHEREAS, the coordinated regulation of vehicular access to public highways is necessary to maintain the efficient and smooth flow of traffic without compromising pedestrian and alternative modes of transportation circulation, to reduce the potential for traffic accidents, to protect the functional level and optimize the traffic capacity, to provide an efficient spacing of traffic signals, and to protect the public health, safety and welfare; and

WHEREAS, the Agencies desire to provide for the coordinated regulation of vehicular access for the section of United States Highway 6 from 12 Road (M.P. 13.87-US6A) west of Loma in unincorporated Mesa County, to 24 Road (M.P. 2.42-I70B) in the City of Grand Junction, and State Highway 139 from N ¼ Road (M.P. 2.42) north of Loma to I-70 (M.P. 0.00) south of Loma (hereafter referred to as the “Segments”), which certain portions are within the jurisdiction of the Agencies; and

WHEREAS, the Agencies desire to collaborate to assure all transportation modes including pedestrian, bicycle, and mass transit are given sufficient consideration and adequate funding support with each transportation improvement project that affects access within the identified project limits; and

WHEREAS, the Agencies and Department are partners in, and share responsibility for, the development and implementation of this access control plan and such partnership shall be represented to all parties affected by it;

And **WHEREAS**, the Agencies are authorized pursuant to Section 2.12 of the 2002 State Highway Access Code, 2 C.C.R. 601-1 (the “Access Code”) to achieve such objective by written agreement among themselves adopting and implementing a comprehensive and mutually acceptable highway access control plan for the Segments for the purposes above recited; and

NOW THEREFORE, for and in consideration of the mutual promises and undertakings herein contained, the Agencies agree as follows:

1. This Agreement and the conclusions made in accordance with the Agreement shall constitute an approved Access Control Plan for the Segments, within the meaning of Section 2.12 of the Access Code.

2. The Agencies shall regulate access to the Segments in compliance with the Highway Access Law, Section 43-2-147, C.R.S. (the “Access Law”), the Access Code, and this Agreement including Exhibit A (“Appendix A: US 6 West/SH 139 Access Control Plan”) – which Exhibit by this reference is hereby incorporated into this document as though fully set forth herein. Vehicular access to the Segments shall be permitted only when such access is in compliance with the Access Law, the Access Code, and this Agreement, including Exhibit A.

3. Accesses which were in existence and fully complied with the Access Law prior to the effective date of this Agreement may continue in existence until such time as a change in the access is required by the Access Law, the Access Code, or this Agreement or in the course of highway construction. When closure, modification, or relocation of access is required, the Agency(ies) having jurisdiction shall utilize appropriate legal process to affect such action.

4. Actions taken by any Agency with regard to transportation planning and traffic operations within the areas described in Exhibit A to this Agreement shall be in conformity with this Agreement.

5. Lots or parcels of real property created after the effective date of this Agreement that adjoin the Segment shall not be provided with direct access to the Segment unless the location, use, and design thereof conform to the provisions of this Agreement.

6. This Agreement is based upon and is intended to be consistent with the Access Law and the Access Code as now or hereafter constituted. An amendment to either the Access Law or the Access Code which becomes effective after the effective date of this Agreement and which conflicts irreconcilably with an express provision of this Agreement may be grounds for revision of this Agreement. Conflicts shall be submitted to the Agencies for their review and revision of this Agreement.

7. This Agreement does not create any current financial obligation for any Agency. Any future financial obligation of any Agency shall be subject to the execution of an appropriate encumbrance document, when 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, but, notwithstanding any other 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 director as applicable. All financial obligations of the Agencies, if any shall be contingent upon sufficient funds therefore being appropriated, budgeted, and otherwise made available.

8. Should any one or more sections or provisions of this Agreement be determined by a court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof are severable.

9. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies concerning regulating vehicular access to the Segment. No additional or different oral representation, promise(s) or agreement shall be binding on any Agency. This agreement may be amended or terminated only in writing executed by the Agencies with express authorization from their respective governing bodies or legally designated officials. To the extent the Access Control Plan, attached as Exhibit A to this Agreement, is modified by a change, closure, relocation, consolidation or addition of an access, the Agencies may amend Exhibit A so long as the amendment to the Access Control Plan is executed in writing and amended in accord with the Access Law and Access Code. The Access Control Plan Amendment Process is stated in Exhibit B. Exhibit B is incorporated by this reference as if set forth.

10. 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 by such Agency to do so.

11. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

12. 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 parties 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 parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be incidental beneficiaries only.

13. 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. Facsimile signature shall be as effective as an original signature.

IN WITNESS WHEREOF, the Agencies have executed this Agreement effective as of the day and year first above written.

City of Fruita, Colorado

ATTEST:

Mayor, City of Fruita

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Grand Junction, Colorado

ATTEST:

Mayor, City of Grand Junction

City Clerk

APPROVED AS TO FORM:

City Attorney

Mesa County, Colorado

ATTEST:

Commissioner, Mesa County

County Clerk

APPROVED AS TO FORM:

County Attorney

**State of Colorado
Department of Transportation**

ATTEST:

Chief Engineer Date

Chief Clerk

CONCUR:

Regional Transportation Director

“EXHIBIT – A”
ACCESS CONTROL PLAN

United States Highway 6 from 12 Road (M.P. 13.87 - US6A) west of Loma in unincorporated Mesa County, to 24 Road (M.P. 2.42 - I70B) in the City of Grand Junction, and State Highway 139 from N ¼ Road (M.P. 2.29) north of Loma to I-70 (M.P. 0.00) south of Loma

**City of Fruita, City of Grand Junction, Mesa County,
and the State of Colorado Department of Transportation**

I. PURPOSE

The purpose of this Access Control Plan (ACP) is to provide the Agencies with a comprehensive roadway access control plan for the pertinent segments of United States Highway 6 from 12 Road (M.P. 13.87 - US6A) west of Loma in unincorporated Mesa County, to 24 Road (2.42 - I70B) in the City of Grand Junction, and State Highway 139 from N ¼ Road (M.P. 2.29) north of Loma to I-70 (M.P. 0.00) south of Loma.

II. AUTHORITY

The development of this Access Control Plan was completed pursuant to the requirements of the Access Code, Section 2.12, and adopted by the foregoing Agreement.

III. RESPONSIBILITIES

It is the responsibility of each of the Agencies to this Agreement to ensure that vehicular access to the Segments shall only be in conformance with this Agreement. The cost of access improvements, closures, and modifications shall be determined pursuant to section 43-2-147(6) (b) C.R.S., the Agreement, and this Access Control Plan. All access construction shall be consistent with the design criteria and specifications of the Access Code.

IV. EXISTING AND FUTURE ACCESS

- A. The attached table provides a listing of each existing and future access point in the Segments. For each access point the following information is provided: location, description of the current access status, and the proposed configuration or condition for change (Access Plan). All access points are defined by the approximate Department mile point (in hundredths of a mile) along United States Highway 6 or State Highway 139. All access points are located at the approximate centerline of the access.

- B. All highway design and construction will be based on the assumption that the Segments will have a sufficient cross section to accommodate all travel lanes and sufficient right-of-way to accommodate longitudinal installation of utilities.

V. ACCESS MODIFICATION

Any proposed access modification including but not limited to an addition in access must be in compliance with this Agreement and the current Access Code design standards in Section 4 of the Code unless the Department approves a design waiver under the waiver subsection of the Code. Any access described in this section, which requires changes or closure as part of this Agreement or if significant public safety concerns develop, including but not limited to, when traffic operations have deteriorated, a documented accident history pattern has occurred, or when

consistent complaints are received, may be closed, relocated, or consolidated, or turning movements may be restricted, or the access may be brought into conformance with this Access Control Plan, when a formal written request documenting reasons for the change is presented by the Agency having jurisdiction, with Department concurrence, or in the opinion of the Department, any of the following conditions occur:

- a. The access is determined to be detrimental to the public's health, safety and welfare;
- b. The access has developed an accident history that in the opinion of the Agency having jurisdiction or the Department is correctable by restricting the access;
- c. The access restrictions are necessitated by a change in road or traffic conditions;
- d. There is an approved (by the Agency having jurisdiction) change in the use of the property that would result in a change in the type of access operation; or
- e. A highway reconstruction project provides the opportunity to make highway and access improvements in support of this Access Control Plan.
- f. The existing development does not allow for the proposed street and road network.

Access construction shall be consistent with the design and specifications of the current State Highway Access Code.

Initials

_____ City Manager, City of Grand Junction	_____ City Attorney, City of Grand Junction
_____ City Manager, City of Fruita	_____ City Attorney, City of Fruita
_____ Chair, Mesa County	_____ County Attorney, Mesa County
_____ Chief Engineer, CDOT	_____ RTD, CDOT

“EXHIBIT – B”

ACCESS CONTROL PLAN AMENDMENT PROCESS

United States Highway 6 from 12 Road (M.P. 13.87 - US6A) west of Loma in unincorporated Mesa County, to 24 Road (M.P. 2.42 - I70B) in the City of Grand Junction, and State Highway 139 from N ¼ Road (M.P. 2.29) north of Loma to I-70 (M.P. 0.00) south of Loma

City of Fruita, City of Grand Junction, Mesa County, and the State of Colorado Department of Transportation

1. Any request for amendment of the Access Control Plan must be submitted to the Colorado Department of Transportation. The amendment request shall include:
 - Description of changes requested of the Access Control Plan
 - Justification for Amendment
 - Traffic Impact Study or analysis, as required by the State Highway Access Code. Any party to the Access Control Plan may request this supporting documentation.

2. The Department shall review the submittal for completeness and for consistency with the access objectives, principles, and strategies described in the United States Highway 6/State Highway 139 Access Control Plan report for this corridor and the State Highway Access Code.

3. If the amendment request is found to be complete, the Department shall forward to all Agencies having jurisdiction in the amendment. Jurisdiction is determined by the corporate limits of a municipality or the unincorporated limits of Mesa County within which the proposed change will occur except when the unincorporated Mesa County area is also within the Grand Junction Urban Growth Boundary or the City of Fruita Growth Management Area. When the proposed change(s) is within the unincorporated Mesa County portion of the City of Grand Junction Urban Growth Boundary or the City of Fruita Growth Management Area the applicable municipality shall be an equal party to an amendment request.

4. Once all affected agencies (CDOT, the Cities, and/or the County) approve the request for the amendment, the amendment and all accompanying documentation shall be submitted, if necessary, to Transportation Commission for final review and approval.

Initials

_____ City Manager, City of Grand Junction	_____ City Attorney, City of Grand Junction
_____ City Manager, City of Fruita	_____ City Attorney, City of Fruita
_____ Chair, Mesa County	_____ County Attorney, Mesa County
_____ Chief Engineer, CDOT	_____ RTD, CDOT



Date: Sept. 29, 2010
 Author: Kathy Portner
 Title/ Phone Ext: Neighborhood Services Manager 244-1420
 Proposed Schedule: Oct. 4, 2010 REVISED REPORT 10-8-10
 2nd Reading
 (if applicable): _____

Attach 9
Memorandum of Agreement with the City and Colorado Plateau Mountain Bike Trail

CITY COUNCIL AGENDA ITEM

Subject: Memorandum of Agreement between the City of Grand Junction and the Colorado Plateau Mountain Bike Trail Association (COPMOBA)
File # (if applicable):
Presenters Name & Title: John Shaver, City Attorney

Executive Summary:

A Memorandum of Agreement to establish and define the relationship between the City of Grand Junction and COPMOBA regarding the construction of the Lunch Loop Skills Area Developmental Bike Park on City property.

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

The Lunch Loop Bike Park supports Goal 10 of the Comprehensive Plan: “Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes”. The Skills Park is an enhancement of the Tabeguache Trail recreation area.

Action Requested/Recommendation:

Authorize the City Manager and Parks and Recreation Director to sign the Memorandum of Agreement.

Board or Committee Recommendation:

The City Council Property Committee recommends approval of the agreement.

Background, Analysis and Options:

The Tabeguache “Lunch Loop” is a recreation area managed for non-motorized (hike, trail running, dog walking, bike) trail opportunities. The trailhead, accessed from Monument Road, is located on City-owned property surrounded by BLM land. The trailhead includes an improved parking lot and restroom.

COPMOBA is proposing to build a bike-skills park on City property, adjacent to the parking lot. The features proposed for the park will result in a controlled, terrain-oriented area devoted to the development of bike skills, including technique, bike handling, balance, cadence, agility, technical maneuverability and confidence that can translate to singletrack trail riding.

The bike park will include the following features:

- Pump Track: a continuous loop with a series of rolling bumps and banked corners
- Skills Features: features utilizing native materials as obstacles to navigate
- Jump Lines: rows of consecutive dirt jumps at various levels
- Dual Slalom: side-by-side tracks with similar jumps and lines

COPMOBA will be funding the construction of the bike park through a grant from REI, as well as grants and in-kind services from a number of local businesses. In addition, the work will incorporate opportunities for volunteer labor. COPMOBA has contracted with trail building professional Greg Mazu of Singletrack Trails, Inc. to oversee the construction of the trail and coordination of volunteers and equipment.

The schedule for completion of the bike park is as follows:

October 2 nd	Volunteer Day #1 and Take a Kid Mountain Biking Day
October 4 th	Construction begins
October 9 th	Volunteer Day #2
October 9-10	Fundraiser Huktoberfest on Glade Park's the Ranch
October 15 th	Construction complete
October 16 th	Ribbon-cutting ceremony

The MOU establishes and defines the relationship between the City and COPMOBA regarding the construction and maintenance of the bike park.

Financial Impact/Budget:

All costs associated with construction and maintenance of the Skills Parks will be covered by COPMOBA.

Legal issues: NA

Other issues: NA

Previously presented or discussed: NA

Attachments:

- Memorandum of Agreement
- Exhibit 1
- Exhibit 2

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF GRAND JUNCTION, COLORADO
AND THE
COLORADO PLATEAU MOUNTAIN BIKE TRAIL ASSOCIATION INC.
(COPMOBA)**

**PROVIDING FOR USE OF CITY PROPERTY FOR THE
LUNCH LOOP SKILLS AREA (LLSA) DEVELOPMENTAL BIKE PARK**

I. PURPOSE

The purpose of this Memorandum of Agreement (“Agreement”) is to establish and define the relationship between the City of Grand Junction (“City”) and the Colorado Plateau Mountain Bike Trail Association Inc. (“COPMOBA”) regarding the construction of the Lunch Loop Skills Area (LLSA) Developmental Bike Park on City property. The City and the COPMOBA intend for COPMOBA to construct and to manage the LLSA through and under this Agreement as a feature of the City and BLM’s Lunch Loop urban interface recreation area.

The Lunch Loop area is south of the City and is bordered by Monument Road, Little Park Road, the Colorado National Monument and private lands.

II. BACKGROUND

The Lunch Loop is a day use recreation area managed for non-motorized (hike, trail running, dog walking, bike) trail opportunities. Pursuant to this agreement COPMOBA will be building and maintaining a developmental bike park with four distinctive features. Those features are a pump track, a skills feature, jump lines and a dual slalom. Those features are more particularly described in the LLSA Project Proposal attached hereto as Exhibit 1 and incorporated by this reference as is fully set forth.

It is COPMOBA’s intent is to provide a learning opportunity to beginning mountain bike riders. Currently, most trails require an intermediate to expert skill level. COPMOBA recognizes the need to develop additional trails and features for an easy to intermediate skill level.

The Lunch Loop area is accessed primarily from Monument Road. Parking for users of the trail system is on City property and access is limited to the Monument Road Trailhead. Recent improvements completed by the City include grading, boulder removal, reconfiguration and paving of the parking lot and installation of wheel stops to designate parking spaces. COPMOBA intends to further enhance the area with its improvements.

III. STATEMENT OF MUTUAL GOALS AND BENEFITS

The City and the COPMOBA have determined that an agreement is necessary to describe and define the relationship between the City and COPMOBA regarding the

construction and maintenance of the LLSA Developmental Bike Park (“LLSA”) on City property.

In consideration of the mutual covenants contained herein, the City and COPMOBA agree as follows:

- A. The City does hereby license and authorize COPMOBA to occupy and use, under the terms and conditions of this Agreement, the following described real property in the County of Mesa, State of Colorado, to wit:

An aerial photograph is attached hereto as Exhibit 2 and is incorporated by this reference as is fully set forth. Exhibit 2 further depicts and describes "the Property."

- B. The term of this Agreement shall be for ten (10) years (First Term), commencing on midnight September 24, 2010 and expiring on midnight September 24, 2020.
- C. If the COPMOBA performs pursuant to this Agreement, the City hereby gives and grants to COPMOBA an option to extend this Agreement for two (2) successive ten (10) year periods, (Extended Terms) each commencing upon the expiration of the prior term, upon the same terms and conditions as herein set forth.
- D. In order to exercise an option for an Extended Term, COPMOBA shall give written notice to the City of its intention to exercise the option not less than ninety (90) days prior to the expiration of the First Term and any Extended Term of this Agreement.
- E. The City agrees to license COPMOBA to use the Property, during the First Term and any Extended Term or Terms, for the sole and exclusive consideration of the cost of construction of the improvements and the continuing improvement thereto.
- F. COPMOBA agrees to use the Property to construct, operate and maintain thereon a developmental bike park. COPMOBA may use/allow the use of the bike park for its purposes; however, COPMOBA may not lease, rent or otherwise charge for or receive compensation for use absent written agreement by the City.
- G. COPMOBA shall post, in consultation with and approval of the City, signs bearing rules and regulations for the use of the bike park.
- H. The City shall not use nor permit the Property to be used in any other fashion or in any manner during the term of this Agreement.
- I. COPMOBA shall obtain any and all required development permits at no cost to the City. If COPMOBA is not able to obtain a permit and/or construct the

Improvements on the Property on or before December 31, 2010, then this agreement shall be deemed null, void and of no effect.

- J. COPMOBA shall maintain during the First Term and any Extended Term or Terms of this agreement all aspects of the Property, including but not limited to the appearance and integrity of the Improvements; specifically the Improvements shall be maintained in good order, good appearance and condition similar to that of their design.
- K. If COPMOBA refuses or neglects to perform maintenance work required under the terms hereof within forty-five (45) days after written demand or COPMOBA fails to complete such repairs or perform maintenance within a reasonable time thereafter, the City may, without any obligation or requirement to do so, enter on the Property and make such repairs or perform maintenance without liability to the City. If the City makes such repairs or performs such maintenance, then COPMOBA shall pay to the City, on demand, the cost thereof with interest at the rate of fifteen percent (15%) per annum from the date of the repairs until paid by the COPMOBA.
- L. COPMOBA shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the use of the Property by the City during the term of this Agreement or any extension thereof so long as COPMOBA maintains the Improvements in their designed condition.
- M. To the extent authorized by law the City shall defend and hold harmless COPMOBA from premises liability, loss or damage claims or obligations resulting from any injuries or losses of any nature.
- N. The City is self-insured up to \$150,000 per claim with excess coverage through Lloyd's of London. It is a member in the Colorado Intergovernmental Risk Sharing Agency (CIRSA) pool. In addition to these protections the City will avail itself of the protections of the Colorado Governmental Immunity Act (C.R.S. 24-10-101 *et. seq.*). The law limits liability to up to \$150,000 per person and up to \$600,000 per occurrence, based on current statutory limits. So long as the City is insured through CIRSA or an equivalent organization, the City shall have no obligation to purchase public liability insurance and other coverage for protection against liability for damage claims through public use of, or arising out of accidents occurring in and around the Property.
- O. COPMOBA shall not assign the terms, benefits or obligations, of this Agreement without the prior written consent of the City.
- P. Unless otherwise agreed by the parties, all Improvements placed on or attached to the Property by COPMOBA shall be and become part of the Property. The Improvements shall be the sole and separate property of the City, subject to this Agreement. Upon the expiration or termination of the

Agreement the City may use, modify or dispose of the Improvements, in its sole discretion as it sees fit.

- Q. In the event the improvements on the Property become destroyed or substantially injured by any means, COPMOBA shall either promptly rebuild and restore the improvements or such portion as may have been injured or destroyed, or clear the damaged or destroyed improvements from the Property. If COPMOBA determines not to perform repairs or to otherwise make the premises useable or occupiable, the City may terminate this Agreement by giving its notice to the COPMOBA that this Agreement is terminated.
- R. This Agreement contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.
- S. This Agreement shall be governed by and construed in accordance with the laws of the City of Grand Junction, State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COPMOBA:

The City of Grand Junction, a
Colorado home rule municipality

Laurie Kadrich

Rob Schoeber



EXHIBIT 1

Lunch Loop Skills Area (LLSA)



LLSA Project Proposal

July 2, 2010

Jen Taylor, COPMOBA Board of Directors

trails@copmoba.org or jen.taylor@mountainkhakis.com

970-250-9682

Concept

Bike-skills parks connect kids with nature, recreation & FUN! COPMOBA is building a developmental bike skills-park for girls, boys and adults of all ages and abilities at the trailhead of our world-renowned Tabeguache Trail system in Grand Junction, Colorado.

Mission

To instill a lifelong passion for outdoor recreation, mountain biking and trail ethics by facilitating bike handling skills, self-confidence, physical health and FUN in the outdoors!

Vision

The community-based bike-skills park will **serve** as a template for additional community parks in the region, **support** the positive impacts mountain biking has on our community's physical health and economic well-being, and **inspire** the next generation of trail stewards, mountain bikers & outdoor recreationalists.

What is a Developmental Bike Park?



A controlled, terrain-oriented area devoted to the development of bike skills; including technique, bike handling, balance, cadence, agility, technical maneuverability and confidence. These skills translate to singletrack trail riding and help mitigate injury and risk in remote areas.

Building bike parks develops a sense of volunteerism, stewardship, ownership, mentoring and purpose for our community's youth. **Recreating** in bike parks develops trail ethics, etiquette, and builds self-confidence, strength, and a connectedness with nature. Bike parks inspire future outdoor recreationalists, which represent

millions of dollars to our economy in future decades.

LLSA Overview

According to the International Mountain Bike Association (IMBA) and the BLM, COPMOBA has inspired trail organizations the world-over with our interpretive trails, "Rustler's Loop" and "Kid's Meal". These beginner trails are purposefully designed to educate riders of all ages on fundamental bike handling skills, singletrack etiquette and local flora/fauna/geology. These trails have been replicated throughout the U.S., Europe and Canada.

With COPMOBA's success inspiring and educating new riders and trail users, IMBA recently



launched their "Gateway Trails" initiative. The concept is to link new riders to trails by first providing them with a controlled environment to test and develop their skills while instilling a passion for outdoor recreation and the trail. Skills features such as flowing 'rollers', jumps and technical maneuvers help riders incrementally improve their skills.

Riders then utilize these skills on the remote singletrack

trails, thereby mitigating risk of injury and increasing the ‘fun factor’.

Bike parks assist land-use managers with deterring rogue trailbuilding, hazardous jumps and ‘poached lines’, which cause danger to riders and damage to terrain.

Location

The LLSA will be located at the Tabeguache “Lunch Loop” Trailhead on Monument Road in Grand Junction, Colorado. The trailhead is approximately 2 miles from downtown Grand Junction and is accessible via bike path, which is an important factor for youth access to the park. The trail system is widely known as a global destination for mountain bike and trail enthusiasts. Per a cooperative survey performed by the BLM in conjunction with Mesa State College, the Tabeguache trail system experienced 50k unique user days in 2009 alone.

The property is owned by the City of Grand Junction, which has a Memo of Understand (MOU) with the BLM on development and maintenance of the terrain. COPMOBA received approval from the BLM to build the LLSA, and received preliminary approval from the City. According to the City, based on the existing, designated mountain bike and trail-recreation use, the existing structural improvements (including parking lot and restroom facilities), they agree with the location and the concept. We are currently in the approval process.

Features

The LLSA features will include:

- **Pump Track:** this is a primary step in skills development and will be located closest to the parking lot. The pump track is a continuous loop designed to be ridden on a bike without pedaling. The track will consist of a series of rolling bumps (rollers) and banked corners (berms) that allow the riders to gain momentum. The LLSA pump track will be an irregular-oval shape with a berm at each end and rollers in between. Smaller loops will be contained in the center of the track for tighter turns. The pump track will be located next to the parking area for ease of access and visibility for parents
- **Skills Features:** designed to improve technical agility. LLSA will incorporate ‘alternate skills lines’ into the existing “Kid’s Meal” singletrack trail that circumnavigates the Lunch Loop trailhead area. Features and/or lines will be natural in construction by utilizing native materials and will challenge riders to navigate obstacles in the trail by riding over or around them
- **Jump Lines:** rows of consecutive dirt jumps designed to be ridden at speed, lifting the rider in the air, providing a calculated angle for a smooth landing while building momentum for the next jump. LLSA will have three developmental jump lines. The beginner line will contain ~20 jumps at approximately knee-height (20”-30”); the intermediate line, ~18 jumps at approximately waist-height (30”-50”); and the advanced line, ~16 jumps at approximately head-height (50”-70”)
- **Dual Slalom (DS):** a ski-inspired track which challenges two riders against each other on two identical side-by-side tracks with the same jumps and berm, and a rider on each track. DS combines all of the aforementioned skills features, and combines them with the speed normally encountered on a singletrack-trail descent

Timeline & Construction

LLSA design, construction and maintenance will utilize volunteers throughout, and will be managed by Singletrack Trails Inc, an IMBA-certified professionally licensed and insured trailbuilding firm. A realistic timeline includes:

- 9/15/10: Notice to proceed from City of Grand Junction
- 9/15 - 9/30/10: Secure equipment rentals, order signs, finalize on the ground layout, and mobilize to worksite
- 10/1 - 10/15/10: Complete construction portion of project, including volunteer workdays, create alternate skills lines on Kid's Meal Trail

Construction of the LLSA will include volunteer-powered site remediation from the 1950's, 60's and 70's when the area was used as an illegal trash disposal area. Beautification is a significant aspect of the LLSA project. The LLSA site covers approximately 4 acres and is out of the viewshed of traffic and residences. The skills features incorporated into Kid's Meal will cover approximately 3.8 miles of singletrack. The LLSA is immediately accessed from the parking lot, increasing parent visibility and engagement, quick emergency access, reduces damage caused by equipment in the construction phase, and easy maintenance access.

COPMOBA and Singletrack Trails have developed an annual major-maintenance agreement. Throughout the year, volunteers in cooperation with area bike shops will regularly maintain the LLSA.

Volunteerism

Construction of the LLSA will involve both professional and volunteer labor. Volunteers will consist of families, adults and kids for a total of 70 individuals contributing approximately 400 work hours. Volunteers will be managed and instructed by professional trail crew leaders. COPMOBA and corporate sponsors will provide refreshments and volunteer-appreciation items such as t-shirts, water bottles, etc.

Budget & Funding

Total cost of the LLSA is \$43,525 (see Budget document). In July, 2010 COPMOBA received a \$10,000 grant from REI toward the LLSA project. Private donations have accrued \$2500 to date. Remaining funds will be secured with area businesses and individuals, as well as grant applications to GOCO and the Pepsi Foundation's "Refresh Project". COPMOBA is also working on bike skills development park projects in Fruita and Palisade, CO, to be constructed in 2011 and 2012.

Media & Press Coverage:

Press releases will be distributed to local and regional media sources with each grant approval; including Daily Sentinel, Free Press, all Radio and TV sources, COPMOBA, REI and other sponsors' newsletters (many thousands represented in combined databases) as well as international cycling industry and outdoor industry press sources. Volunteer construction days will be heavily promoted via Public Service Announcements (PSA's), printed flyers and COPMOBA and REI newsletters - all grantors and sponsors will be included in announcements and marketing materials.

LLSA Proposal Quick-Facts:

- Total Budget: \$43,525
- Total Funds Received to Date: \$12,500
- Target Age Group: 18 + under
- Ethnicity: n/a
- Gender: Girls + boys
- Population Served: Families; 149k people of which 34k are ages 18 + under
- Total Volunteers: 70 people
- Total Volunteer Hours: 400 hours
- Total Adult Project Participants: 80
- Total Youth Project Participants: 60
- Total Miles Developed/Maintained: 3.8
- Total Acres Restored: 4+
- Project Timeline: 8/1/10 – 10/25/10
- LLSA Agency Involvement: Bureau of Land Management (BLM), City of Grand Junction, Grand Junction Parks & Recreation Department, Singletrack Trails Inc, Recreational Equipment Incorporated (REI) and Colorado Plateau Mountain Bike Trail Association (COPMOBA)
- COPMOBA is a registered 501(c)3 non-profit organization
- COPMOBA Federal Tax ID# 84-1130981

Important COPMOBA & LLSA Facts:

- In 2009, COPMOBA trails contributed \$24MM+ to Fruita, Grand Junction & Palisade Colorado's tourism and economic diversity (source: BLM)
- In 2009, the primary COPMOBA trail systems (Kokopelli, Tabeguache & North Fruita Desert) experienced a total of 163k unique user days (source: BLM)
- The LLSA is located at the Tabeguache trailhead, which experienced 50k unique user days alone
- The LLSA will serve a community population of 149k, of which 34k are ages 18 & under (source: U.S. Census Bureau)
- In 2009, COPMOBA became the first U.S. trail advocacy organization inducted to the Mountain Bike Hall of Fame
- In 2009, COPMOBA was awarded the BLM "Volunteer Organization of the Year" award
- In 2010, COPMOBA was awarded the U.S. Department of the Interior "Take Pride in America" Award – one of a handful of U.S organizations to receive the award
- In July, 2010 COPMOBA received a \$10k grant from REI specifically for the LLSA

About COPMOBA:

In 1989, a visionary group of mountain bikers worked tirelessly with Colorado Plateau land-use agencies to establish the first interstate mountain bike trail, "Kokopelli's Trail" from Fruita, CO to Moab, UT. As a result, COPMOBA was formed to advocate for, design, build and maintain the now-extensive and world-famous 1500+ miles of singletrack and doubletrack trails in western Colorado and eastern Utah. Trail systems include Kokopelli's, Tabeguache, and Paradox, as well as the Grand Mesa, Palisade, Gateway, and Ridgway, Colorado trail systems. Through volunteer trail construction and maintenance projects,

land-agency advocacy and fundraising efforts we act as a positive voice for mountain biking and trail recreation, dedicated to the development and maintenance of mountain bike and singletrack trails on the Colorado Plateau.

Website: www.copmoba.org

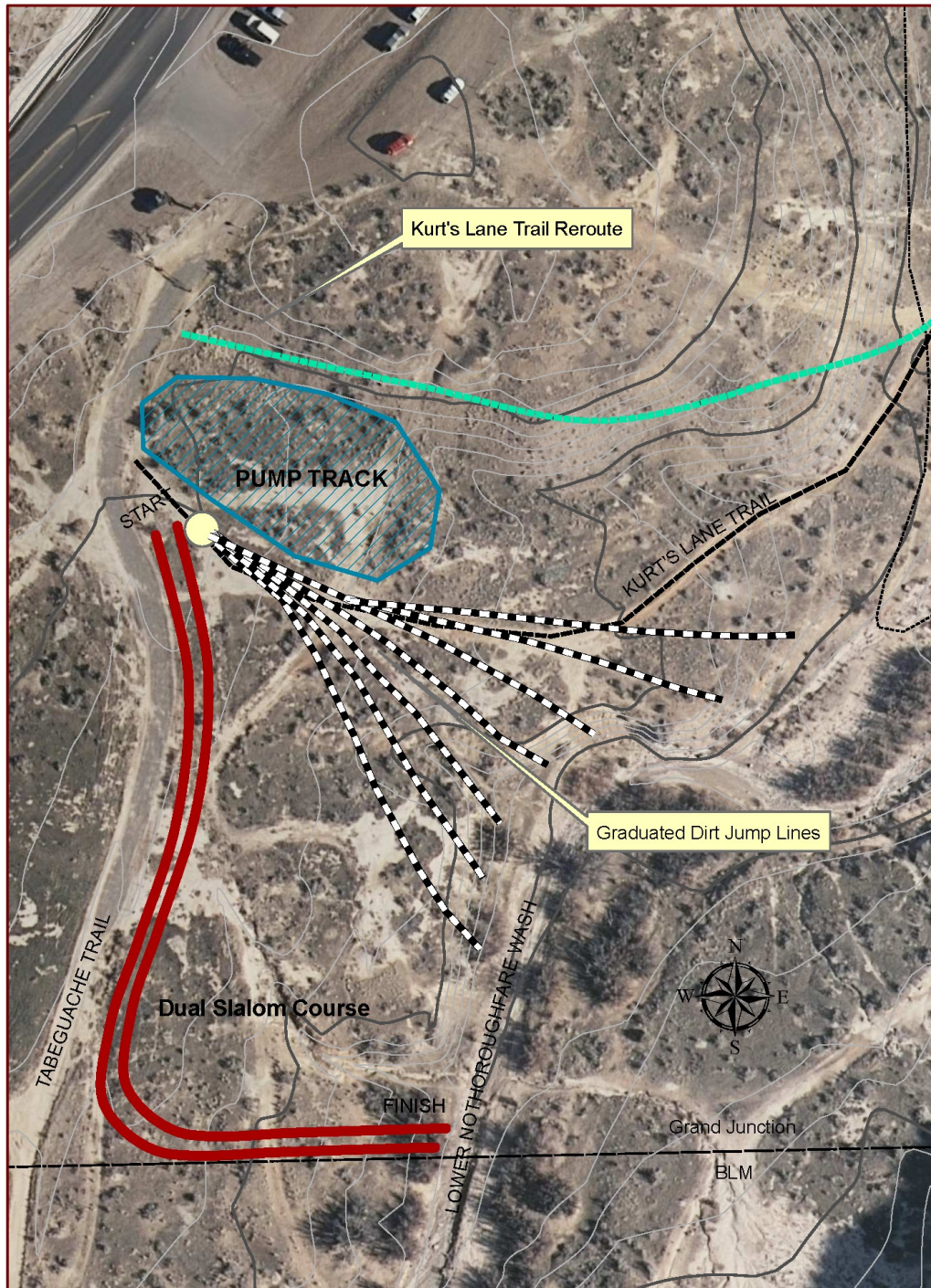
Facebook: COPMOBA

For more information about COPMOBA and the Lunch Loop Skills Area Project, contact Jen Taylor at 970-250-9682

trails@copmoba.org or jen.taylor@mountainkhakis.com

EXHIBIT 2

LUNCH LOOP SKILLS ENHANCEMENT FEATURES



wbt, 5/18/10

CONCEPTUAL PLAN



Date: Sept. 24, 2010
Author: John Shaver, City Attorney
Title/ Phone Ext: 244-1503
Proposed Schedule: Sept. 13, 2010, first reading
2nd Reading Oct. 4, 2010

Attach 10
Public Hearing – Prohibition of Medical Marijuana Commercial Activity

CITY COUNCIL AGENDA ITEM

Subject: Prohibition of Medical Marijuana Commercial Activity
File # (if applicable):
Presenters Name & Title: John Shaver, City Attorney

In the prior staff report references were made to City Council having considered this matter on August 30, 2010. The correct date is September 1, 2010. This report has been revised to reflect the correct date.

Attached to this report is a revised ordinance. The revisions to the ordinance are highlighted. Specifically those revisions are found on page 1, where the incorrect date of August 30 is amended to September 1, 2010 and on page 3. The first revision on page 3 is the inclusion of a citation to the federal and state law regulating controlled substances. The second revision provides for an alternative spelling of marijuana.

Executive Summary:

On September 1, 2010 the City Council considered prohibition of the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana infused products manufacturing operations in the City. Following consideration, the City Council requested the City Attorney to write an ordinance prohibiting the same. The ordinance is presented here for consideration.

How this action item meets City Council 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.

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

The proposed ordinance meets the goals and polices described in the Comprehensive Plan by creating ordered and balanced growth throughout the community.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Final Publication of an Ordinance Prohibiting Medical Marijuana Commercial Operations Within the City of Grand Junction.

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

As discussed in more detail below under the heading "Legal Analysis," Colorado law (Article XVIII, Section 14, Colorado Constitution) authorizes the use certain quantities of marijuana for medical purposes. Colorado law also allows a local government to license, regulate or prohibit medical marijuana commercial enterprises within its boundaries pursuant to its land use, business and public health, safety and welfare regulation authority (C.R.S. §12-43.3-101 *et seq*, known as the Colorado Medical Marijuana Code).

While House Bill 10-1284 was pending in the legislature, City Council voted to institute a moratorium on medical marijuana businesses in the City in order to have the benefit of understanding fully the state legislative scheme governing the dispensing of marijuana to patients before the proliferation of such businesses in the City.

During the months of July and August 2010, the City Council reviewed educational materials, received presentations by staff and considered input from the interested public on the subject of medical marijuana and medical marijuana dispensing. Two public hearings, with public comment and testimony, were held on August 4, 2010 and August 18, 2010. Council also discussed the subject with other municipal and local government officials. Following a meeting on September 1, 2010, the City Council directed the City Attorney to write an ordinance banning medical marijuana dispensary commercial activity within the City.

Mesa County has decided to place a measure on the ballot in November to ban medical marijuana dispensaries and licensing thereof county-wide.

There are both real/experienced and potential negative effects from the commercial cultivation and dispensing operations and land uses of medical marijuana. Because the City desires to protect the health, safety and welfare of the City and its inhabitants, this ordinance banning medical marijuana business operations is proposed.

Financial Impact/Budget:

If the ordinance is adopted, the City will forego potential tax revenues from medical marijuana dispensary business activity.

Legal issues:

As a matter of federal law, marijuana is classified as a drug having no medicinal value, so the possession, use, sale, growing and/or distribution of marijuana is prohibited entirely. In November 2000, however, the voters in Colorado, following what can be fairly characterized as a nationwide trend, one which continues today, adopted Amendment 20 (Article XVIII, section 14) to the Colorado Constitution, which authorizes the possession and use of certain quantities of marijuana for medical conditions. Amendment 20 does not explicitly authorize or address commercial growing, sale or distribution of marijuana.

In June 2010 House Bill 10-1284 was signed into law as The Colorado Medical Marijuana Code, codified at C.R.S. §12-43.3-101 *et seq.* That law further defines and clarifies the scope and application of the rights guaranteed by Amendment 20. Among other things, the Colorado Medical Marijuana Code authorizes a local government, by a majority vote of the members of its governing body, to license, regulate or prohibit medical marijuana businesses, including medical marijuana centers, optional premises cultivation operations and medical marijuana infused products manufacturing, within its boundaries. (C.R.S. §12-43.3-103(2)). The attached ordinance, as authorized by this provision of state law, prohibits such medical marijuana commercial activity in the City.

Other issues:

N/A

Previously presented or discussed:

July 21, 2010: Council Meeting: City manager Presentation of Educational Information on Medical Marijuana

August 4, 2010: Public hearing on Medical Marijuana

August 18, 2010: Public Hearing on Medical Marijuana

September 1, 2010: Council Meeting: Discussion of Local Regulation or Prohibition Medical Marijuana Commercial Activity

Attachments:

Proposed ordinance.

ORDINANCE NO. ____

AN ORDINANCE PROHIBITING THE OPERATION OF MEDICAL MARIJUANA BUSINESSES AND AMENDING THE GRAND JUNCTION MUNICIPAL CODE BY THE ADDITION OF A NEW SECTION PROHIBITING CERTAIN USES RELATING TO MARIJUANA

RECITALS:

In November 2000 Colorado voters approved Amendment 20 (Article XVIII, section 14) to the Colorado Constitution. Amendment 20 concerns the possession and use of certain quantities of marijuana for the treatment of certain debilitating medical conditions.

In December 2009 the City Council as an exercise of its police powers pursuant to and in accordance with the City Charter and the authority granted it in Article XX of the Colorado Constitution adopted Ordinance No. 4392 which declared a twelve month moratorium on the licensing, permitting and operation of medical marijuana businesses in the City.

In June of 2010 Governor Ritter signed into law House Bill 10-1284 which among other things authorized the City to adopt an ordinance to license, regulate or prohibit the cultivation and/or sale of medical marijuana. C.R.S. 12-43.3-103(2). The law further allows the City to either by a majority of registered electors of the City voting at a regular election or a majority of the City Council to vote to prohibit the operation of medical marijuana centers, optional premises cultivation operations and medical marijuana manufacturers.

On **September 1, 2010** the City Council considered writing an ordinance to prohibit the operation of medical marijuana centers, optional premises cultivation operations and medical marijuana infused products manufacturers' in the City.

The City of Grand Junction, in the County of Mesa and State of Colorado (the "City"), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter.

Under the Colorado Medical Marijuana Code, 12-43.3-101 C.R.S. *et. seq.* a political subdivision of the State may *inter alia* act to preclude the operation of medical marijuana businesses in a community. Pursuant to 12-43.3-106 C.R.S. a City, by a majority of the members of the governing body may vote to prohibit the operation of medical marijuana centers, optional premises cultivation operations and medical marijuana infused products manufacturing.

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

Title 5 of the Grand Junction Municipal Code is amended as follows. Amendments are shown in ALL CAPS (except section designations, which are shown in the actual case as they will appear in the Code).

Title 5 Article 14 Grand Junction Municipal Code

5.14.010 MEDICAL MARIJUANA

UNDER THE AUTHORITY GRANTED IN 12-43.3-101 ET. SEQ. C.R.S. AND THE CHARTER OF THE CITY OF GRAND JUNCTION THIS ORDINANCE IS ADOPTED BY THE CITY COUNCIL AND PROHIBITS CERTAIN BUSINESS AND LAND USES RELATED TO MEDICAL MARIJUANA IN THE CITY AND IN FURTHERANCE OF ITS STATED INTENT, THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS.

THE COLORADO MEDICAL MARIJUANA CODE 12-43-101 ET. SEQ. AUTHORIZES A REGULATORY STRUCTURE FOR THE RETAIL, SALE, DISTRIBUTION, CULTIVATION AND DISPENSING OF MEDICAL MARIJUANA, MARIJUANA INFUSED PRODUCTS AND OPTIONAL PREMISES CULTIVATION. THROUGH THAT REGULATORY STRUCTURE THE SCOPE AND AUTHORITY OF AMENDMENT 20 TO THE COLORADO CONSTITUTION IS FURTHER DEFINED.

THE COLORADO MEDICAL MARIJUANA CODE ALSO SPECIFICALLY AUTHORIZES THE GOVERNING BODY OF A MUNICIPALITY TO VOTE TO PROHIBIT THE LICENSURE AND/OR OPERATION OF MEDICAL MARIJUANA CENTERS, OPTIONAL PREMISES CULTIVATION OPERATIONS AND MEDICAL MARIJUANA INFUSED PRODUCTS MANUFACTURING WITHIN THE MUNICIPALITY.

THE COLORADO MEDICAL MARIJUANA CODE ALSO SPECIFICALLY AUTHORIZES A MUNICIPALITY TO PROHIBIT THE OPERATION OF MEDICAL MARIJUANA CENTERS, OPTIONAL PREMISES CULTIVATION OPERATIONS AND MEDICAL MARIJUANA INFUSED PRODUCTS MANUFACTURERS' LICENSES BASED ON LOCAL GOVERNMENT ZONING, HEALTH, SAFETY AND PUBLIC WELFARE LAWS FOR THE DISTRIBUTION OF MEDICAL MARIJUANA.

AFTER DUE AND CAREFUL CONSIDERATION OF THE COLORADO MEDICAL MARIJUANA CODE, ARTICLE XVIII OF THE COLORADO CONSTITUTION, **THE CONTROLLED SUBSTANCE ACT (21 U.S.C. 811), THE COLORADO UNIFORM CONTROLLED SUBSTANCES ACT (18-18-101 C.R.S. ET. SEQ.)** AND THE REAL AND POSSIBLE EFFECTS OF CULTIVATION AND DISPENSING OF MARIJUANA AND/OR THE MANUFACTURING AND SALE OF MARIJUANA INFUSED PRODUCTS, THOSE BUSINESSES, OPERATIONS AND LAND USES HAVE BEEN FOUND TO ADVERSELY AFFECT THE HEALTH, SAFETY AND WELFARE OF THE CITY AND ITS INHABITANTS.

THEREFORE IT IS AND SHALL BE UPON PASSAGE OF THIS ORDINANCE UNLAWFUL FOR ANY PERSON TO OPERATE, CAUSE TO BE OPERATED OR PERMIT TO BE OPERATED A MEDICAL MARIJUANA CENTER, AN OPTIONAL PREMISES CULTIVATION OPERATION OR A MEDICAL MARIJUANA INFUSED

PRODUCTS MANUFACTURING OR SALE FACILITY, BUSINESS OR OPERATION RELATED THERETO IN THE CITY AND NO CITY LICENSES SHALL ISSUE FOR THE SAME.

5.14.011 DEFINITIONS:

ALL DEFINITIONS PROVIDED IN 12-43.3-101 ET. SEQ. C.R.S. ARE ADOPTED HEREIN UNLESS SPECIFICALLY AMENDED HEREBY.

“MARIJUANA” SHALL HAVE THE SAME MEANING AS THE TERM “USABLE FORM OF MARIJUANA” AS SET FORTH IN ARTICLE XVIII, SEC. 14(1)(I) OF THE COLORADO CONSTITUTION OR AS MAY BE MORE FULLY DEFINED IN ANY APPLICABLE STATE LAW OR REGULATION. “MARIJUANA” MAY ALTERNATIVELY BE SPELLED “MARIHUANA.”

“MEDICAL MARIJUANA” MEANS MARIJUANA THAT IS GROWN AND SOLD PURSUANT TO THE PROVISIONS OF 12-43.3-101 ET. SEQ. C.R.S. AND FOR A PURPOSE AUTHORIZED BY ARTICLE XVIII, SEC. 14 OF THE COLORADO CONSTITUTION.

“MEDICAL MARIJUANA CENTER” MEANS ANY PERSON LICENSED PURSUANT TO 12-43.3-101 ET. SEQ C.R.S. WHO SELLS MARIJUANA IN ANY FORM TO REGISTERED PATIENTS OR TO A PRIMARY CAREGIVER(S) AS DEFINED IN ARTICLE XVIII, SEC. 14 OF THE COLORADO CONSTITUTION, EXCEPT, HOWEVER, A PRIMARY CAREGIVER AS DEFINED HEREIN SHALL NOT BE CONSIDERED A MEDICAL MARIJUANA CENTER.

“MEDICAL MARIJUANA INFUSED PRODUCT” MEANS ANY PRODUCT INFUSED WITH OR CONTAINING MARIJUANA THAT IS INTENDED FOR USE OR CONSUMPTION OTHER THAN BY SMOKING, INCLUDING EDIBLE PRODUCTS, OINTMENTS AND TINCTURES.

“MEDICAL MARIJUANA INFUSED PRODUCT MANUFACTURER” MEANS A PERSON LICENSED PURSUANT TO 12-43.3-101 ET. SEQ. C.R.S. TO OPERATE A BUSINESS AS DESCRIBED IN 12-43.3-404 C.R.S.

“MEDICAL USE” SHALL HAVE THE SAME MEANING AS IS SET FORTH IN ARTICLE XVIII, SEC. 14(1)(B) OF THE COLORADO CONSTITUTION, OR AS MAY BE MORE FULLY DEFINED IN ANY APPLICABLE STATE LAW OR REGULATION.

“OPTIONAL PREMISES CULTIVATION OPERATION” MEANS A PERSON LICENSED PURSUANT TO 12-43.3-101 ET. SEQ C.R.S. TO GROW AND CULTIVATE MARIJUANA FOR A PURPOSE AUTHORIZED BY ARTICLE XVIII, SEC. 14 OF THE COLORADO CONSTITUTION.

“PATIENT” HAS THE SAME MEANING AS SET FORTH IN ARTICLE XVIII, SEC. 14(1)(C) OF THE COLORADO CONSTITUTION.

“PERSON” SHALL MEAN A NATURAL PERSON, PARTNERSHIP, ASSOCIATION, COMPANY, CORPORATION, LIMITED LIABILITY COMPANY OR OTHER ORGANIZATION OR ENTITY OR A MANAGER, AGENT, OWNER, OFFICER OR EMPLOYEE THEREOF.

“POSSESS OR POSSESSION” MEANS HAVING PHYSICAL CONTROL OF AN OBJECT, OR CONTROL OF THE PREMISES IN WHICH AN OBJECT IS LOCATED, OR HAVING THE POWER AND INTENT TO CONTROL AN OBJECT, WITHOUT REGARD TO WHETHER THE ONE IN POSSESSION HAS OWNERSHIP OF THE OBJECT. POSSESSION MAY BE HELD BY MORE THAN ONE PERSON AT A TIME. USE OF THE OBJECT IS NOT REQUIRED FOR POSSESSION.

“PRIMARY CAREGIVER” HAS THE MEANING SET FORTH IN ARTICLE XVIII, SEC.14(1)(F) OF THE COLORADO CONSTITUTION AND AS THE SAME MAY BE CLARIFIED OR CONSTRUED BY 12-43.3-101 ET. SEQ. C.R.S.

“PRODUCE OR PRODUCTION” MEANS (I) ALL PHASES OF GROWTH OF MARIJUANA FROM SEED TO HARVEST, (II) COMBINING MARIJUANA WITH ANY OTHER SUBSTANCE FOR DISTRIBUTION, INCLUDING STORAGE AND PACKAGING FOR RESALE, OR (III) PREPARING, COMPOUNDING, PROCESSING, ENCAPSULATING, PACKING OR REPACKAGING, LABELING OR RE-LABELING OF MARIJUANA OR ITS DERIVATIVES WHETHER ALONE OR MIXED WITH ANY AMOUNT OF ANY OTHER SUBSTANCE.

5.14.012 APPLICABILITY AND EFFECTIVE DATE

THIS ARTICLE SHALL APPLY TO ALL PROPERTY AND PERSONS WITHIN THE CITY OF GRAND JUNCTION.

IT SHALL BE UNLAWFUL AND A VIOLATION UNDER THIS CHAPTER FOR A PERSON TO ESTABLISH, OPERATE, CAUSE OR PERMIT TO BE OPERATED, OR CONTINUE TO OPERATE WITHIN THE CITY AND WITHIN ANY AREA ANNEXED TO THE CITY AFTER THE EFFECTIVE DATE OF THIS ORDINANCE, A MEDICAL MARIJUANA CENTER, A MEDICAL MARIJUANA INFUSED PRODUCT MANUFACTURING FACILITY, AN OPTIONAL PREMISES CULTIVATION OPERATION, OR ANY BUSINESS, FACILITY OR ANY OTHER OPERATION REQUIRING A LICENSE UNDER 12-43.3-101 ET. SEQ. C.R.S.

THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE JANUARY 1, 2011.

THE MORATORIUM ON COMMERCIAL MEDICAL MARIJUANA CENTERS AND FACILITIES IMPOSED BY ORDINANCE NO. 4392 IS HEREBY EXTENDED THROUGH DECEMBER 31, 2010.

5.14.013 PATIENTS AND PRIMARY CAREGIVERS

NOTHING IN THIS CHAPTER SHALL PROHIBIT, REGULATE OR OTHERWISE IMPAIR OR BE CONSTRUED TO PROHIBIT, REGULATE OR IMPAIR THE CULTIVATION, USE OR POSSESSION OF MEDICAL MARIJUANA BY A PATIENT

AND/OR BY A PRIMARY CAREGIVER FOR HIS/HER PATIENTS PROVIDED THAT SUCH PATIENT OR PRIMARY CAREGIVER IS ACTING IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF ARTICLE XVIII, SEC. 14(1)(C) OF THE COLORADO CONSTITUTION, 12-43.3-101 ET. SEQ C.R.S. AS AMENDED, 25-1.5-106 C.R.S. AS AMENDED, THE REGULATIONS PROMULGATED BY THE STATE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, THE DEPARTMENT OF REVENUE OR ANY OTHER AGENCY WITH REGULATORY AUTHORITY AND THE LAWS OF THE CITY.

5.14.014 PENALTY

A VIOLATION OF ANY PROVISION OF THIS CHAPTER SHALL CONSTITUTE A MISDEMEANOR OFFENSE PUNISHABLE IN ACCORDANCE WITH SECTION 1.04.090 OF THE GRAND JUNCTION MUNICIPAL CODE. A PERSON COMMITTING A VIOLATION SHALL BE GUILTY OF A SEPARATE OFFENSE FOR EACH AND EVERY DAY DURING WHICH THE OFFENSE IS COMMITTED OR CONTINUED TO BE PERMITTED BY SUCH PERSON AND SHALL BE PUNISHED ACCORDINGLY.

5.14.015 SEVERABILITY

THIS ORDINANCE IS NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS OF THE CITY AND COVERS MATTERS OF LOCAL CONCERN OR MATTERS OF MIXED STATE AND LOCAL CONCERN AS PROVIDED BY 12-43.3-101 C.R.S.

IF ANY PROVISION OF THIS ORDINANCE IS FOUND TO BE UNCONSTITUTIONAL OR ILLEGAL, SUCH FINDING SHALL ONLY INVALIDATE THAT PART OR PORTION FOUND TO VIOLATE THE LAW. ALL OTHER PROVISIONS SHALL BE DEEMED SEVERED OR SEVERABLE AND SHALL CONTINUE IN FULL FORCE AND EFFECT.

All other provisions of Title 5 of the Grand Junction Municipal Code shall remain in full force and effect.

In addition, Section 21.04.040(g)(5) of the Grand Junction Municipal Code (also known as the Zoning and Development Code) is hereby amended to include a new subsection (v) as follows: (amendments are shown in ALL CAPS except section designations, which are shown in the actual case as they will appear in the Code).

(v) MEDICAL MARIJUANA CULTIVATION BY A PATIENT OR PRIMARY CAREGIVER, PROVIDED, HOWEVER, THAT:

(A) THERE SHALL NOT BE MORE THAN ONE PRIMARY CAREGIVER PER DWELLING UNIT GROWING, STORING OR PROVIDING MEDICAL MARIJUANA IN ANY FORM TO HIS/HER PATIENTS, AND

(B) SUCH GROWING, STORING OR PROVIDING OF MEDICAL MARIJUANA IS CONDUCTED IN ACCORDANCE WITH ARTICLE XVIII, SECTION 14 OF THE COLORADO CONSTITUTION AND 25-1.5-106 C.R.S. AS AMENDED, AND

(C) THE PRIMARY CAREGIVER SHALL HAVE NOT MORE THAN SIX PLANTS PER PATIENT WITH A MAXIMUM OF 30 PLANTS FOR FIVE PATIENTS BEING GROWN ON THE PREMISES OF THE DWELLING UNIT AT ANY GIVEN TIME, AND

(D) ACCESSORY BUILDINGS SUCH AS DETACHED GARAGE, SHED, GREEN HOUSE OR OTHER STRUCTURE USED FOR GROWING, STORING OR PROVIDING MEDICAL MARIJUANA MUST COMPLY WITH ALL ZONING BULK STANDARDS AND BUILDING AND FIRE CODE PROVISIONS APPLICABLE THERETO.

All other provisions of Section 21.04.040(g)(5) shall remain in full force and effect.

Introduced on first reading and ordered published this 13th day of September, 2010.

PASSED and ADOPTED this _____ day of _____ 2010.

President of the Council

ATTEST:

City Clerk



Date: October 1, 2010
 Author: Belinda White
 Title/ Phone Ext: Sr. Admin.
Assist./Ext. 1508
 Proposed Schedule: Oct. 4, 2010
 2nd Reading
 (if applicable): _____

Attach 11
Sale of Property – Lot Two of the Parkway
Viaduct Subdivision Located Near 2507 Highway
6 and 50

CITY COUNCIL AGENDA ITEM

Subject: Sale of Property – Lot Two of the Parkway Viaduct Subdivision (near 2507 Highway 6 and 50)
File # (if applicable):
Presenters Name & Title: John Shaver, City Attorney

Executive Summary:

The City has entered into a contract with Carville’s Auto Mart Inc. for the sale of the real property located near 2507 Highway 6 and 50. The property was purchased by the City in 2005 for the construction of the Riverside Parkway. The property that is being sold is the remnant from that which was used for the Parkway construction.

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.

Action Requested/Recommendation:

Adopt Resolution.

Board or Committee Recommendation:

The City Council Property Committee has reviewed the proposed sale and a majority of the members of the Committee recommend the sale on the terms established.

Background, Analysis and Options:

Carville’s Auto Mart is buying the property to assemble with its property (2507 Highway 6 and 50) immediately to the North of the subject parcel. The agreed upon price of \$4.00 per square foot reflects the fact that the parcel is valued principally for assemblage.

Financial Impact/Budget:

The buyer will pay \$34,324.00 (8581sqft. X \$4.00/sqft.) for the property.

Legal issues:

The contract is contingent on City Council ratification on October 4, 2010.

Previously presented or discussed:

The City Council Property Committee has previously considered the sale and a majority of the Committee recommends that the City Council approve the sale.

Attachments:

Lot 2 Parkway Viaduct Subdivision Map
Resolution Authorizing the Sale of the Property

Lot 2 Parkway Viaduct Subdivision

Parcels
□ Address Label

Air Photos
⊞ 2010 Photos

Highways
—

City Limits
■ Grand Junction
■ Fruita
■ Palisade
■ De Beque
■ Collbran
■ Mesa County

Street Labels
—



SCALE 1 : 1,025



RESOLUTION NO. __ -10

**A RESOLUTION AUTHORIZING THE SALE BY THE CITY OF GRAND JUNCTION,
COLORADO, OF CERTAIN REAL PROPERTY;
RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH
(LOT 2, PARKWAY VIADUCT SUBDIVISION)**

Recitals:

The City of Grand Junction has entered into a contract with Carville's Auto Mart Inc. for the sale by the City of that certain real property described as Lot 2 of the Parkway Viaduct Subdivision as recorded on plat in the Mesa County land records ("Property" or "the Property.")

The City Council Property Committee has reviewed the proposed sale and a majority of the members of the Committee recommend the sale on the terms established.

The City Council must consider the recommendation of the Property Committee and if that recommendation is favorably considered by a majority of the City Council, then the Council will ratify the sales agreement.

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

1. That the City Council hereby authorizes the sale of the Property by the City to Carville's Auto Mart Inc, for \$34,324.00.
2. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of the Property which are consistent with the provisions of the Contract to Buy and Sell Real Estate and this Resolution are hereby ratified, approved and confirmed.
3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the Contract to buy and Sell Real Estate, including but not limited to the delivery of the deed.

PASSED and ADOPTED this ____ day of _____ 2010.

President of the City Council

Attest:

City Clerk