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**CITY COUNCIL AGENDA  
WEDNESDAY, JULY 6, 2011  
250 NORTH 5<sup>TH</sup> STREET  
6:30 P.M. – PLANNING DIVISION CONFERENCE ROOM  
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

**Call to Order**  
(7:00 p.m.)

Pledge of Allegiance  
Moment of Silence

**Presentations**

The Horizon Drive Association Business Improvement District Board will Present a Check to the Grand Junction City Council

Recognition of the AmeriCorps NCCC efforts to Promote Community Energy Efficiency through the Red Door Challenge and GreenBack\$

**Appointments**

Ratify Appointment to Urban Trails Committee

**Council Comments**

**Citizen Comments**

*\*\* Indicates Changed Item*

*\*\*\* Indicates New Item*

*® Requires Roll Call Vote*

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

1. **Simons Residence Addition in the 7<sup>th</sup> Street Historic Residential District, Located at 522 N. 7<sup>th</sup> Street** [File #HIS-2011-836] [Attach 1](#)

Consideration of a request for a Construction Permit (Planning Clearance) for Doug Simons – Simons & Sons LLC, 522 N. 7<sup>th</sup> Street in accordance with the adopted 7<sup>th</sup> Street Historic Residential District Planned Residential Development Zoning District for a proposed single-family residence building addition, a 4’ and 6’ tall fence and a deviation from the side yard setback requirement for an attached garage.

*Action: Approval of the Issuance of a Construction Permit (Planning Clearance) for the Proposed Simons Residence Addition, a 4’ and 6’ Tall Fence and Also Approval of the Requested Deviation to the Side Yard Setback along the North Property Line from the Required 5’ to 3’ for an Attached Garage*

Staff presentation: Scott D. Peterson, Senior Planner

2. **Request for Rehearing for Carroll Rezone, Located at 1220 and 1240 Cannell Avenue** [File #RZN-2011-665] [Attach 2](#)

The applicant made a timely request for rehearing following the City Council’s decision to deny a rezone request from R-8, (Residential – 8 du/ac) to R-O, (Residential Office) for properties located at 1220 and 1240 Cannell Avenue.

*Action: Review and Consider Rehearing Request and, if Rehearing is Granted, Set a Hearing Date for August 3, 2011*

Staff presentation: John Shaver, City Attorney

**\*\*\* END OF ITEMS NEEDING INDIVIDUAL CONSIDERATION \*\*\***

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**\*\*\* CONSENT CALENDAR \*\*\*®**

3. **Minutes of Previous Meeting** [Attach 3](#)

*Action: Approve the Minutes of the June 13, 2011 Regular Meeting*

**4. Grant Award for Fire Departments for 800 MHz Radios**[Attach 4](#)

The Grand Junction Fire Department, in partnership with 10 Mesa County fire departments, has been awarded a grant from the Federal Emergency Management Agency to purchase radios vital for emergency response communications. The total grant amount is \$1,152,508 with \$922,007 being the federal share and \$230,501 the local share based on a 20% match. Each participating department will pay their respective match share. The City share is \$68,845. Participating fire departments are: Central Orchard Mesa, Clifton, DeBeque, East Orchard Mesa, Gateway, Glade Park, Grand Junction, Lands End, Lower Valley, Palisade, and Plateau Valley. If approved, the City of Grand Junction will serve as the fiscal agent for this project. The total award was for 83 mobile and 371 portable radios purchased. Of this amount the City will receive 27 mobile and 108 portable radios.

*Action: Authorize the City Manager to Accept this Grant Award for \$922,007 and Budget the Receipt and Expenditure of \$922,007 of Grant Funds and \$230,501 in Matching Funds from the 2011 Budget*

Staff presentation: Ken Watkins, Fire Chief  
Jay Valentine, Assistant Financial Operations Manager

**5. Re-chassis of a Type III Ambulance**[Attach 5](#)

The Fire Department has been awarded a state EMS grant to assist with the re-chassis of a Lifeline Type III Ambulance that will replace an existing unit. The Colorado Department of Public Health and Environment provides agencies within the State an opportunity to apply for the Colorado Emergency Medical and Trauma Services section provider grant. The grant will reimburse agencies up to 50% of the cost for the item.

*Action: Authorize the City Manager to Accept this Grant Award for \$57,841 for this Purchase and Authorize the Purchasing Division to Award a Sole Source Contract to Life Line Emergency Vehicles through Rocky Mountain Emergency Vehicles of Denver, CO in the Amount of \$113,081 for the Re-chassis of a Lifeline Type III Ambulance*

Staff presentation: Ken Watkins, Fire Chief  
John Hall, Health and Safety Chief

6. **Outdoor Dining Leases for Main Street Bagels, 7<sup>th</sup> Street Café, Incorporated DBA Main Street Cafe, and Skipper’s Ice Cream Parlor DBA Gelato Junction** [Attach 6](#)

Main Street Bagels, 7<sup>th</sup> Street Café, Incorporated DBA Main Street Cafe, and Skipper’s Ice Cream Parlor DBA Gelato Junction are requesting Outdoor Dining Leases for the areas located at 557/559 Main Street, 504 Main Street, and 449 Main Street respectively. The Outdoor Dining Leases would permit the businesses to have a revocable license from the City of Grand Junction to expand their licensed premise and operate from the public right of way. None of these businesses have a liquor license.

Resolution No. 34-11—A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Main Street Bagels

Resolution No. 35-11—A Resolution Authorizing the Lease of Sidewalk Right-of-Way to 7<sup>th</sup> Street Café, Inc., dba Main Street Café

Resolution No. 36-11—A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Skipper’s Ice Cream Parlor dba Gelato Junction

*®Action: Adopt Resolution Nos. 34-11, 35-11, and 36-11*

Staff presentation: Heidi Hoffman Ham, DDA Executive Director

7. **Setting a Hearing on Amending the Grand Junction Municipal Code to Provide Limited Free Parking to Purple Heart Medal Veterans** [Attach 7](#)

This ordinance proposes to extend to Purple Heart medal veterans limited free City parking. The City Council requested that the ordinance be drafted.

Proposed Ordinance Adding Section 10.040.380 to the Grand Junction Municipal Code Concerning Limited Free Parking for Purple Heart Medal Veterans

*Action: Introduction of Proposed Ordinance and Set a Hearing for July 20, 2011*

Staff presentation: John Shaver, City Attorney

8. **Setting a Hearing on the Ashley Annexation, Located at 2808 C  $\frac{3}{4}$  Road** [File #ANX-2011-856] [Attach 8](#)

Request to annex 1.144 acres, located at 2808 C  $\frac{3}{4}$  Road. The Ashley Annexation consists of one (1) parcel. There are 0.153 acres of public right-of-way contained within this annexation area.

**a. Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 37-11—A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, Ashley Annexation, Located at 2808 C  $\frac{3}{4}$  Road and Including a Portion of the C  $\frac{3}{4}$  Road Right-of-Way

*®Action: Adopt Resolution No. 37-11*

**b. Setting a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ashley Annexation, Approximately 1.144 Acres, Located at 2808 C  $\frac{3}{4}$  Road and Including a Portion of the C  $\frac{3}{4}$  Road Right-of-Way

*Action: Introduction of a Proposed Ordinance and Set a Hearing for August 15, 2011*

Staff presentation: Brian Rusche, Senior Planner

9. **Setting a Hearing on Zoning the JR Enclave Annexation, Located at 247 Arlington Drive** [File #ANX-2011-755] [Attach 9](#)

A request to zone the 6.80 acre JR Enclave Annexation, consisting of one (1) parcel located at 247 Arlington Drive, to an R-5 (Residential 5 du/ac) zone district.

Proposed Ordinance Zoning the JR Enclave Annexation to R-5 (Residential 5 du/ac), Located at 247 Arlington Drive

*Action: Introduction of a Proposed Ordinance and Set a Hearing for July 20, 2011*

Staff presentation: Brian Rusche, Senior Planner

10. **Setting a Hearing on Zoning the Crossroads United Methodist Annexation, Located at 599 30 Road** [File #ANX-2011-712] [Attach 10](#)

Request to zone the 3.90 acre Crossroads United Methodist Annexation, located at 599 30 Road, to R-4 (Residential – 4 du/ac).

Proposed Ordinance Zoning the Crossroads United Methodist Annexation to R-4 (Residential – 4 du/ac), Located at 599 30 Road

*Action: Introduction of a Proposed Ordinance and Set a Hearing for July 20, 2011*

Staff presentation: Lori V. Bowers, Senior Planner

11. **Setting a Hearing on Zoning the Hatch Annexation, Located at 2063 S. Broadway** [File #ANX-2011-698] [Attach 11](#)

Request to zone the 4.39 acre Hatch Annexation that will consist of two (2) parcels located at 2063 S. Broadway to an R-12 (Residential – 12 du/ac) and B-1, (Neighborhood Business) zone district in anticipation of future residential and optional small commercial development.

Proposed Ordinance Zoning the Hatch Annexation to R-12, (Residential – 12 du/ac) and B-1, (Neighborhood Business), Located at 2063 S. Broadway

*Action: Introduction of a Proposed Ordinance and Set a Hearing for July 20, 2011*

Staff presentation: Scott D. Peterson, Senior Planner

12. **Golf Fence Installations at Chipeta Golf Course for Four Properties Located on Fairway View Drive** [File #SPT-2011-850, 851, 852 and 853] [Attach 12](#)

The applicants' properties, located in the Fairway Pines Subdivision (2007), abut the 8<sup>th</sup> fairway of the Chipeta Golf Course. The developer included a \$2,000 golf fence construction allowance within the Covenants which applied to Lots 1-5. The applicants are requesting approval of an 18' (Clow) and 16' (Brickey/McGinnis, Dorr and Hartnell) mesh golf fences to protect their houses from errant golf balls.

*Action: Approve Special Permits for Golf Fences at 2968, 2972, 2974, and 2976 Fairway View Drive*

Staff presentation: Senta Costello, Senior Planner

13. **Setting a Hearing on Amending the Grand Junction Municipal Code Regarding the Waste Hauler Service Charge** [Attach 13](#)

Section 13.04.300(h) of the Grand Junction Municipal Code, Wastewater Section, allows for the assessment of service charges to tank truck operators (waste haulers) for septage and grease disposal at the Persigo Wastewater Treatment Facility. The current Code assesses service charges based on the tank size of the waste hauler truck. The proposed revision would allow charges to be assessed on either tank size or gallons discharged, not just truck tank size.

Proposed Ordinance Amending Section 13.04.300(h) of the Grand Junction Municipal Code Concerning Waste Hauler Service Charges

*Action: Introduction of a Proposed Ordinance and Set a Hearing for July 20, 2011*

Staff presentation: Greg Trainor, Utilities, Street Systems, and Facilities Director

14. **Purchase of Road Oil for Chip Seal Program 2011** [Attach 14](#)

Request the purchase of approximately 175,000 gallons of road oil for the Streets Division Annual Chip Seal Program for 2011.

*Action: Authorize the City Purchasing Division to Purchase Approximately 175,000 Gallons of Road Oil from Cobitco, Inc., Denver, Colorado in the Amount of Approximately \$499,700*

Staff presentation: Greg Trainor, Utilities, Street Systems, and Facilities Director  
Jay Valentine, Assistant Financial Operations Manager

15. **Fruitvale Outfall Line Replacement Project** [Attach 15](#)

This request is for the award of a construction contract to replace a section of the existing Fruitvale outfall sewer line. The project includes installation of approximately 4,950 lineal feet of 18-inch diameter sewer main line and 17 new manholes due to age and condition. This project is located on Rood Avenue between 14<sup>th</sup> Street and 21<sup>st</sup> Street, and Grand Avenue between 21<sup>st</sup> Street and 27<sup>th</sup> Street.

*Action: Authorize the Purchasing Division to Enter into a Contract with Sorter Construction, Inc. of Grand Junction, Colorado for the Construction of the Fruitvale Outfall Line Replacement Project in the Amount of \$598,413*

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

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

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

17. **Other Business**

18. **Adjournment**





Date: June 23, 2011  
Author: Scott D. Peterson  
Title/ Phone Ext: Senior  
Planner/1447  
Proposed Schedule: July 6, 2011  
2nd Reading  
(if applicable): N/A.

## CITY COUNCIL AGENDA ITEM

### Attach 1 Simons Residence Addition on 7<sup>th</sup> Street

<b>Subject:</b> Simons Residence Addition in the 7 <sup>th</sup> Street Historic Residential District, Located at 522 N. 7 <sup>th</sup> Street
<b>File #:</b> HIS-2011-836
<b>Presenters Name &amp; Title:</b> Scott D. Peterson, Senior Planner

#### Executive Summary:

Consideration of a request for a Construction Permit (Planning Clearance) for Doug Simons – Simons & Sons LLC, 522 N. 7<sup>th</sup> Street in accordance with the adopted 7<sup>th</sup> Street Historic Residential District Planned Residential Development Zoning District for a proposed single-family residence building addition, a 4' and 6' tall fence and a deviation from the side yard setback requirement for an attached garage.

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

The proposed Construction Permit (Planning Clearance) supports historic housing within the 7<sup>th</sup> Street Historic Residential District and the downtown area of the City Center and encourages preservation and appropriate reuse. Thus the proposed request meets with Goals 4, 5 and 6 of the Comprehensive Plan.

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

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

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

#### Action Requested/Recommendation:

Approval of the Issuance of a Construction Permit (Planning Clearance) for the Proposed Simons Residence Addition, a 4' and 6' Tall Fence and Also Approval of the Requested Deviation to the Side Yard Setback along the North Property Line from the Required 5' to 3' for an Attached Garage.

#### Board or Committee Recommendation:

Not applicable.

## **Background, Analysis and Options:**

The applicant, Doug Simons - Simons & Sons LLC, has recently purchased the property located at 522 N. 7<sup>th</sup> Street and wishes to make changes to the existing 1,175 sq. ft. home by constructing 930 sq. ft. of additional living area and a 571 sq. ft. attached two-car garage (See Sheets A1.1 and A2.1). Additional on-site improvements include new concrete patios and sidewalks, landscaping, remodeling and expanding the front entry porch and new wrought iron fencing in the front yard with concrete and brick pillars 4' in height and finally a 6' tall privacy fence in the rear yard along the north, south and east property lines. Proposed 6' tall fence will either be constructed of vinyl or wood. Exterior finish materials to the home are to maintain the structure's historical appearance. Primary siding materials are to be a "cottage" lap style siding of either wood or vinyl material similar to the appearance of the existing siding. A "wood shingle" siding is to be provided on the gable ends. A complete re-roof will consist of new trusses and asphalt shingles. Some finish materials and colors have not been selected as of yet, but the intent is to select colors compatible with the neighborhood and the historic district. When completed, the single-family house will have a total of 2,105 sq. ft. and have a fresh, new updated look and appearance that will be a benefit for the 7<sup>th</sup> Street Historic District and also the City (see attached drawings).

As part of this request, the applicant is requesting that the City Council approve a side yard setback deviation for the proposed attached garage. The PRD, Planned Residential Development – 7<sup>th</sup> Street default zoning district is R-8, (Residential – 8 du/ac) which requires a 5' side yard setback for all principal structures. Since the proposed garage is attached to the main house, it is considered part of the principal structure. If the proposed garage was not attached to the main house, it would be classified as an accessory structure and thus only be required to have a 3' side yard setback. City Staff is supportive of the proposed requested deviation since; 1) the proposed attached garage will not be entered internally from the main house, only from the outside patio and thus will have the characteristics of an accessory structure (see Sheet A2.1). 2) no sight lines or visibility from adjacent properties will be disrupted by having the proposed attached garage located 3' from the north property line and 3) if the applicant would be required to separate the two-car garage from the principal structure, the garage would still be built in the same location as proposed, 3' from the north property line, thus meeting all required building setbacks.

On February 17, 2010, the City Council approved a rezone for the 7<sup>th</sup> Street Historic District from PD, Planned Development to PRD, Planned Residential Development – 7<sup>th</sup> Street. The proposed Ordinance for this rezone also outlined that any request for a new or different use ("a change of use") or a new or different configuration of a lot or lots ("a boundary adjustment or re-subdivision") or a new or different structure, accessory structure or fence (" a construction permit"), such as with this application, will be decided by the City Council after review and a recommendation by City Staff. Thus the request by the applicants to approve their proposed single-family residence addition.

## **Financial Impact/Budget:**

N/A.

**Legal issues:**

None.

**Other issues:**

None.

**Previously presented or discussed:**

None.

**Attachments:**

Narrative submitted by the Simons'

Site Plan (Sheet A1.1)

Floor Plan (Sheet A2.1)

Building and Fence Elevation Drawings (Sheets A3.1 and A3.2)

Aerial Photo

## The Simons Residence

522 North Seventh Street  
Grand Junction, Colorado

Narrative for the proposed remodel of and addition to the existing residential structure.

May 27, 2011

The proposed project is located at 522 North Seventh Street, Grand Junction, Colorado, within the Seventh Street Historic District. (also known as Lots 6 and 7, Block 62 of the original 1882 Plat of the Town of Grand Junction.)

The parcel has an area of 7,072.55 square feet and is zoned PUD with R-8 zoning as the underlying criteria.

Currently, there is a single-family residence on the property having 1,175 square feet. According to the Mesa County Assessor's information, the original residence was built in 1895. Based on inspections of the structure, there have been at least two additions to the original residence included in the existing area. Most recently, but prior to the current owner, the existing residence was in the process of being remodeled and is presently an empty building without any finished interior walls. Some repairs or upgrades to the foundation/floor systems had been started, but not completed.

This proposed project includes completing the current work to the existing foundation/flooring system, remodeling the interior of the existing residence, constructing an addition having an area 930 square feet, remodeling the existing covered entry porch, constructing a new 2-car garage having an area 571 square feet, and providing new site improvements. When completed, the project will have 2,105 square feet of living area and be a 3-bedroom, 2-bath residence with an attached 2-car garage.

Accomplishing this project will require modifications to the existing utilities serving this and two nearby properties. At the present time power, telephone, and cable TV services to two nearby properties extend across this property with some of those services crossing in location of the proposed addition. This project will include setting a new utility pole at the northeast corner of the property which can then serve the two nearby properties with overhead utilities. The utilities for this property will also be served from the new pole, but will be underground.

The proposed addition is to be located on the north side of the existing building and extend east past the existing building terminating with the new garage which will have access off the existing north/south alley. The west face of that addition is to be flush the west face of the existing building. In do so, the addition will become an extension of the existing building and have minimal impact on the historic appearance of the building. In order to maintain a similar historic appearance and to provide an appearance similar to other residences in the historic district, the existing covered entry porch will be extended and remodeled along the west facade of the building.

As is typical with residential construction from the period, especially after at least two additions, the existing roof structure is fatigued and needs to be replaced. This project includes completely removing the existing roof structure and providing new engineered roof trusses. The original roof system has a 10 in 12 roof pitch - 10 units vertically for every 12 units horizontally - while the two subsequent additions have lower sloped pitches. In order to maintain an over building height similar to the original building, the new roof trusses are to have a 6 in 12 pitch. This will cause the overall building height to increase by less than 2 feet. (See the north elevation.) The new roof system is designed to maintain a similar appearance of the residence as seen from Seventh Street. The original residence included a projection out from the main west facade which also has a 10 in 12 pitched roof. This projection is to remain and its new roof structure is to have a 10 in 12 pitch, again, to maintain the historic appearance of the building.

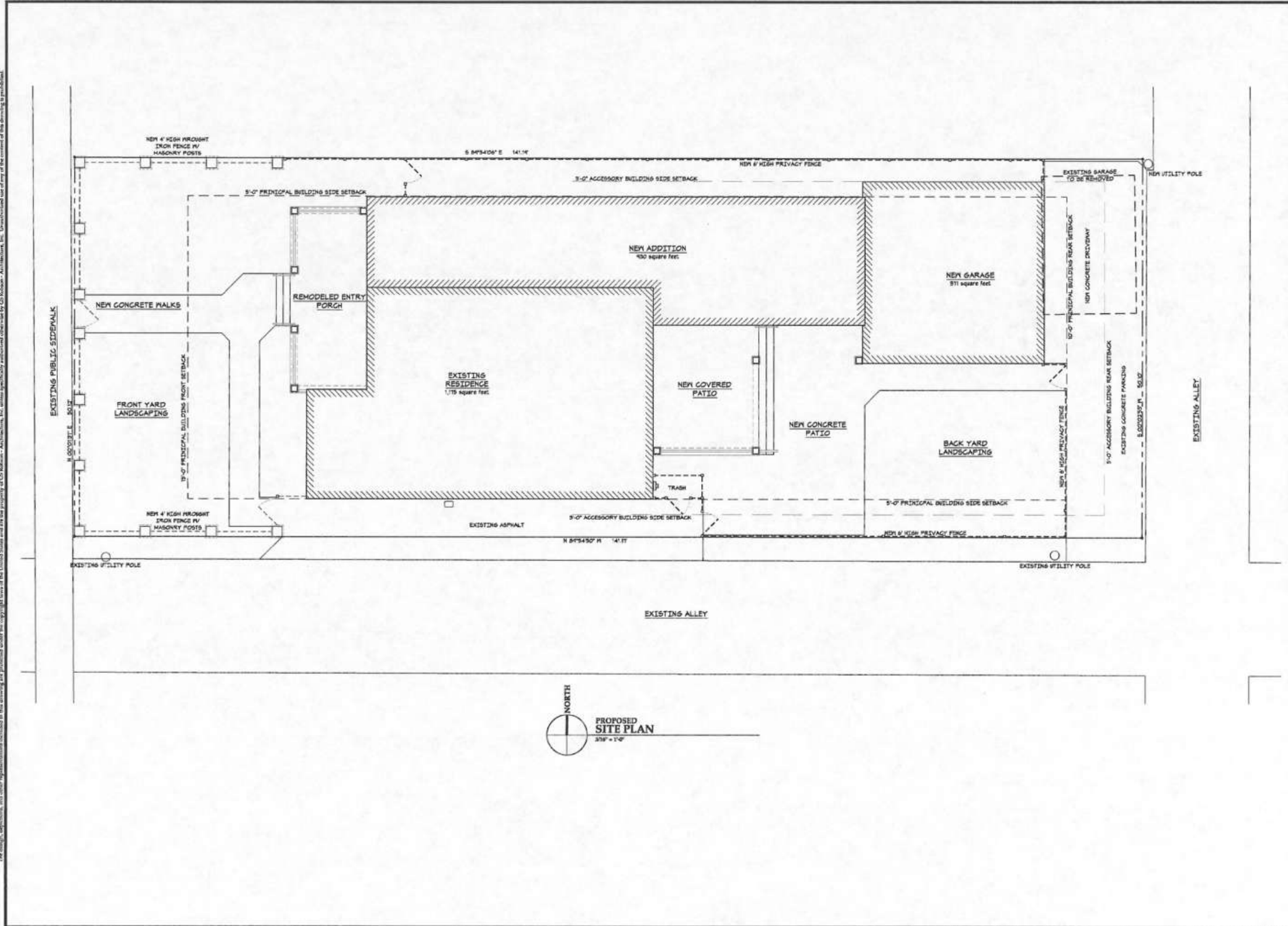
The exterior finish materials for this project are to maintain the building's historic appearance. The specific materials have not yet been selected, however, the new primary siding material is to be a "cottage" lap type sidings similar to the appearance of the existing siding. The entire exterior is to receive this new siding. A "wood shingle" type siding is to be provided in most of the gable ends similar to the existing gable ends. The new roofing is to be "architectural" grade (providing a shadow line appearance), minimum 30-year asphalt composition shingles. The colors of the exterior finishes have also not yet been determined, however, the intent is to select colors compatible with the neighborhood and the historic district.

The site work of this project includes the utility work previously described, a new concrete walk system serving the front entry from the existing sidewalk along Seventh Street, a new uncovered concrete patio in the back yard, a new concrete driveway and parking pad adjacent to the existing north/south alley, a covered patio on the east side of the residence, new landscaping and lawn, and new fences along most of the property lines. The proposed fence for the front (west) portion of the property is to be a low (maximum 4 feet high) fence in keeping with other properties in the historic district. The remaining fence is to be a high (maximum 6 feet high) privacy fence. The specific fencing materials have not yet been selected.

Construction of the new garage will required the demolition of an existing single-car garage.

Construction work on the project is to begin as soon as possible.

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Revision/Date

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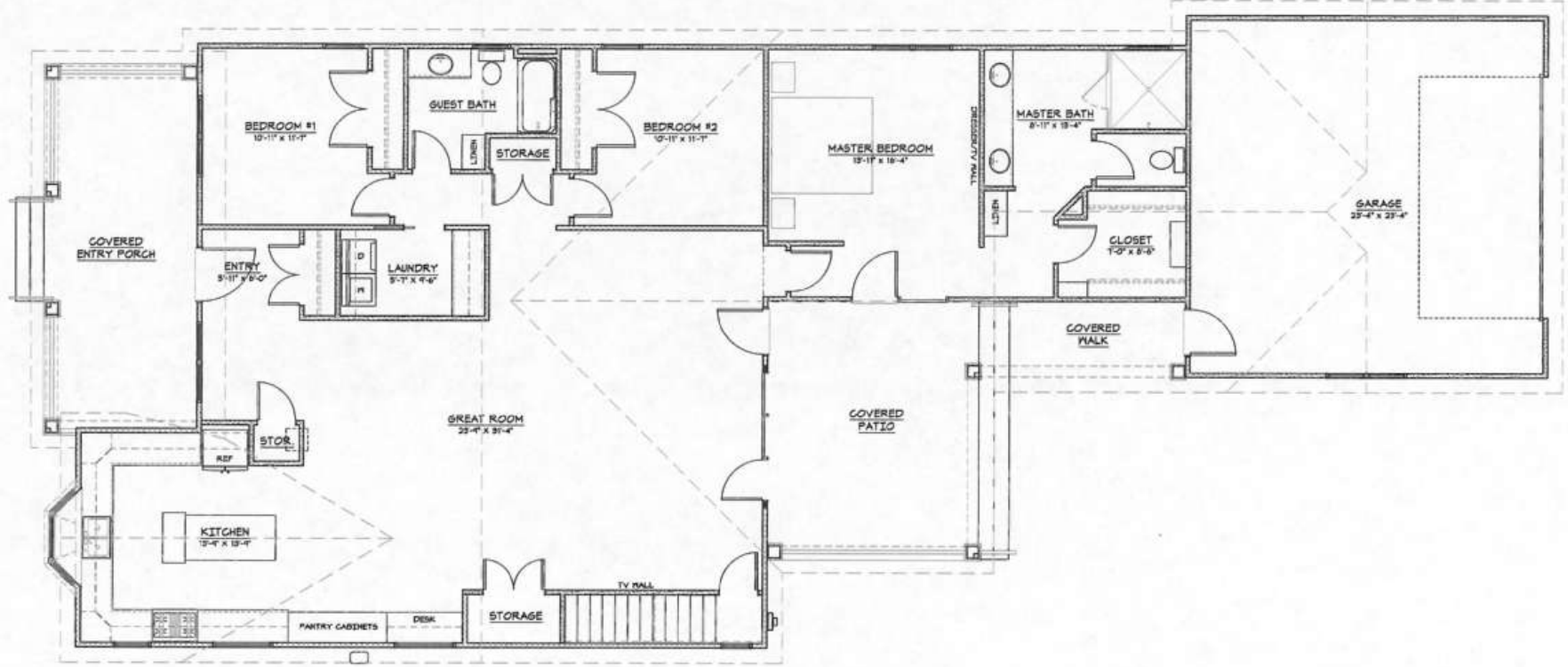
**THE SIMONS RESIDENCE**  
 522 North Seventh Street  
 Grand Junction, Colorado

Issue Date:  
**June 20, 2011**

**A1.1**

Project Number:  
**11008**

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Revision/Date

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**THE SIMONS RESIDENCE**  
 522 North Seventh Street  
 Grand Junction, Colorado

Issue Date:  
 June 20, 2011

**A2.1**

Project Number  
 11008

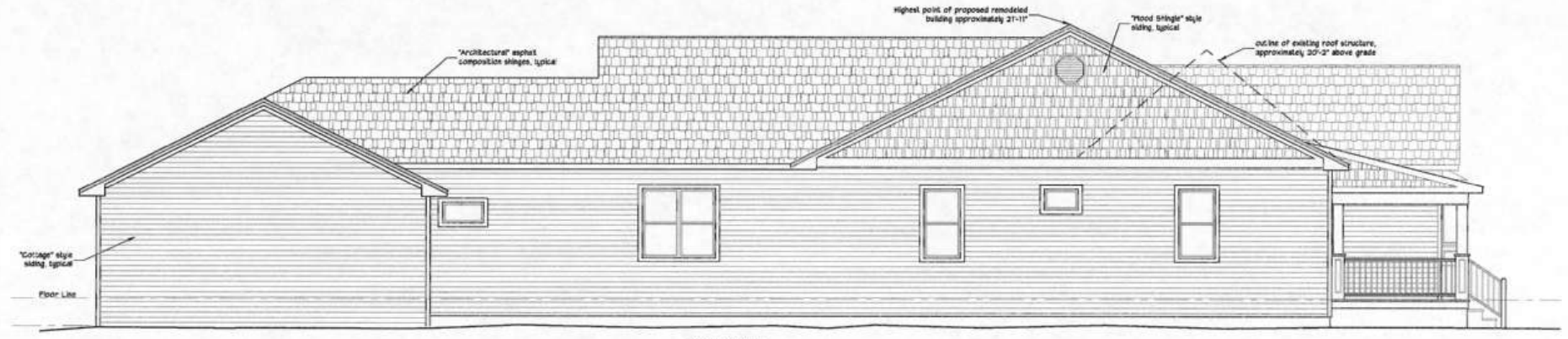
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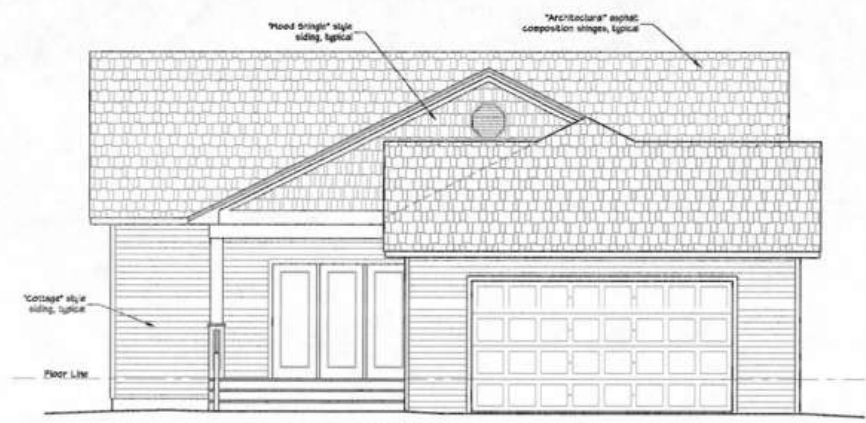
**WEST (FRONT) ELEVATION**  
1/4" = 1'-0"



**WEST (FRONT) ELEVATION with FENCE**  
1/4" = 1'-0"



**NORTH (SIDE) ELEVATION**  
1/4" = 1'-0"



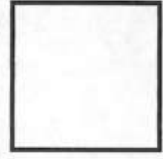
**EAST (REAR) ELEVATION**  
1/4" = 1'-0"

Revision/Date

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**THE SIMONS RESIDENCE**  
522 North Seventh Street  
Grand Junction, Colorado

Issue Date:  
**June 20, 2011**

**A3.1**

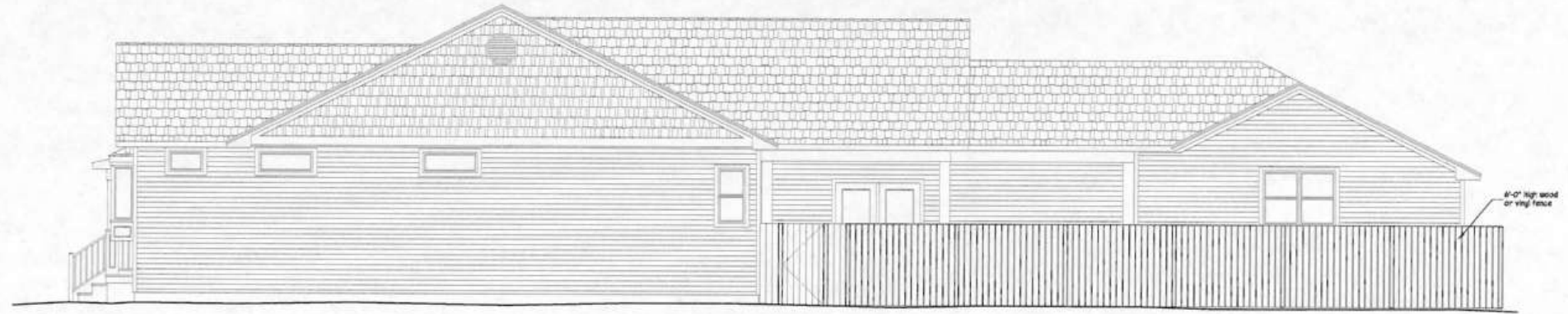
Project Number:  
**11008**



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**SOUTH (SIDE)  
ELEVATION**  
1/4" = 1'-0"



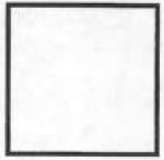
**SOUTH (SIDE)  
ELEVATION with FENCE**  
1/4" = 1'-0"

Revision/Date

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**THE SIMONS RESIDENCE**  
522 North Seventh Street  
Grand Junction, Colorado

Issue Date:  
June 20, 2011

**A3.2**

Project Number:  
11008





Date: June 23, 2011  
Author: Scott D. Peterson  
Title/ Phone Ext: Senior  
Planner/1447  
Proposed Schedule: July 6, 2011  
2nd Reading  
(if applicable): N/A.

## CITY COUNCIL AGENDA ITEM

### Attach 2 Request for Rehearing for Carroll Rezone

<b>Subject:</b> Request for Rehearing for Carroll Rezone, Located at 1220 and 1240 Cannell Avenue
<b>File #:</b> RZN-2011-665
<b>Presenters Name &amp; Title:</b> John Shaver, City Attorney

#### Executive Summary:

The applicant made a timely request for rehearing following the City Council's decision to deny a rezone request from R-8, (Residential – 8 du/ac) to R-O, (Residential Office) for properties located at 1220 and 1240 Cannell Avenue.

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

Not applicable for Rehearing requests.

#### Action Requested/Recommendation:

Review and Consider Rehearing Request and, if Rehearing is Granted, Set a Hearing Date for August 3, 2011.

#### Board or Committee Recommendation:

The Planning Commission recommended approval at their April 26, 2011 meeting. City Council denied the proposed rezone request on June 1, 2011.

#### Background, Analysis and Options:

See attached Background Information.

#### Financial Impact/Budget:

N/A.

#### Legal issues:

N/A.

**Other issues:**

None.

**Previously presented or discussed:**

First Reading of the Ordinance was May 16, 2011.

Second Reading of the Ordinance was denied on June 1, 2011.

**Attachment:**

June 8, 2011 Letter from the Applicant's Representative

Excerpt from June 1, 2011 City Council Meeting where item was first discussed.

## **Background Information:**

On June 1, 2011, the City Council held a public hearing to consider a request for a rezone from R-8, (Residential – 8 du/ac) to R-O, (Residential Office) for properties located at 1220 and 1240 Cannell Avenue. At the public hearing, the City Council heard testimony from City Staff, the Applicant's Representative and a representative from Colorado Mesa University. At the conclusion of the testimony and discussion, the City Council denied the request on a 5 to 2 vote.

Alicia Herring, Representative for Clark and Phyllis Carroll, has requested a rehearing. The basis for the rehearing request is stated in her letter dated June 8, 2011, which is attached.

The City Council has the discretion to grant a rehearing if it finds that:

- 1) the person requesting a rehearing was present at the original hearing or otherwise on the official record concerning the development application;
- 2) the rehearing was requested in a timely manner; **and**
- 3) in making its decision, the City Council failed to consider or misunderstood, pertinent facts in the record, or that information crucial to the decision was not made available at or prior to the decision being made.

A motion to grant a rehearing may be made only by any member who voted in the majority of the decision, and any other member may second the motion. If no motion is made or the motion dies for a lack of second, the rehearing request shall be considered to be denied.

If a rehearing is granted, the City Council shall schedule the rehearing within forty-five calendar days from the date of the City Council's decision.

## **Carroll Rezone**

### **Request for Re-Hearing to City Council**

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**Applicant:** Clark Carroll, 970-241-3071

**Representation:** Alicia Herring, Infill Development Partners LLC, 970-404-1972

**City Staff:** Scott D. Peterson, Senior Planner

**Location:** 1220 & 1240 Cannell Avenue, Grand Junction

**Tax Parcel #:** 2945-114-22-016 & 2945-114-22-017

**Proposal:** Request for Re-Hearing for Rezone from R-8 to R-O

**Date:** June 8, 2011

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This rehearing request is written in response to City Council's denial of a rezone for 1220 and 1240 Cannell Avenue, belonging to Mr Clark Carroll and Mrs Phyllis Carroll, from R-8 to Residential-Office (R-O) at the City Council meeting held Wednesday, June 1, 2011. The applicant requests that Council review the following paragraphs giving reason for approval of a rehearing of the Carroll Rezone request with the most important reason being that the attention brought to Mesa State College (MSC) at the June 1 meeting had an overshadowing effect on the Carroll Rezone proposal. Key points, reiterated below, were not given consideration in light of the recent adoption of the MSC growth plan.

By gaining rezone approval to R-O, the applicant's intention is to develop the subject property into a mixed-use facility mirroring the structure recently built by MSC on the corner of North Avenue and Cannell Avenue; bordering the applicants property to the south. While the MSC building houses retail businesses including a bike shop and bagel eatery on the first floor with dormitories above, a proposed structure on the subject property will contain student oriented office suites on the first floor with apartments on the second and third floors. Parking for the proposed structure would be entirely accommodated within lot boundaries and would aesthetically blend with MSC's neighboring exterior facades. The building would serve as a close-to-campus mixed-use facility where students and/or faculty could rent affordable living space and office type businesses such as a CPA, counselor, or attorney could provide services specific to the student body. The construction of the structure would be handled as a private endeavor to help meet the expanding student population housing demand and at a later date could be obtained by MSC, subsequently saving the college the time and expense involved with new construction.

In addition to aligning with MSC's growth plan the Grand Junction Planning Commission recommended approval of the requested rezone as they determined that the proposal furthers Goals 3, 4, 5, 6 and 7 of the Comprehensive Plan. Specifically, the proposal would provide a broader mix of housing types to the community and college as well as create an appropriate buffer between the MSC campus and the existing neighborhood to the west.

A request for rehearing is made not only for the reasons above but also with emphasis on the fact that while the expansion of MSC is evident and clearly identified by their growth plan, 1220 and 1240 Cannell Avenue are privately owned and have belonged to the Carroll family for generations. The planning review process is in place to insure private property owners the ability to develop private property according to private use standards. Without a rehearing of the Carroll Rezone, the applicant's rights as private property owners have a chance of going un-honored. These privately owned lots should be treated as such until a transfer of ownership occurs.

## **Excerpt from City Council Minutes June 1, 2011**

### **Public Hearing—Carroll Rezone, Located at 1220 and 1240 Cannell Avenue** [File #RZN-2011-6665]

Request to rezone 0.35 +/- acres located at 1220 and 1240 Cannell Avenue from R-8 (Residential – 8 du/ac) to R-O (Residential Office) zone district in anticipation to develop and/or market the properties as mixed use office and/or multi-family residential.

The public hearing was opened at 7:20 p.m.

Scott D. Peterson, Senior Planner, presented this item. He described the site, the location, and the request. He said this is the last of the remaining properties not owned by Mesa State in this area. He asked that the Staff Report and attachments be entered into the record. The request does meet the criteria of the Grand Junction Municipal Code. The Planning Commission forwarded a recommendation of approval at their April 26, 2011 meeting.

Councilmember Pitts asked if there was a public street present on the map. Mr. Peterson said yes, it is Cannell Avenue, which is a public street. The map has not yet been updated to reflect the right-of-ways being turned into easements.

Councilmember Boeschstein said it appeared, according to the Comprehensive Plan, that the City would treat the entire campus as one zoning district, Business Park Mixed Use. He asked why this is being treated differently than what the Comprehensive Plan recommends. Mr. Peterson responded that the Comprehensive Plan map and the Zoning map are two different things. The proposed zoning districts are allowed within this Business Parks Mixed Use District. Councilmember Boeschstein said it still appeared that the whole campus was to remain one zoning district. He then asked about consistent zoning throughout the campus. Mr. Peterson replied that, as Mesa State acquires properties, there will be discussions to re-subdivide the properties to make one property rather than a mixture of lots. It has also been mentioned that once there is acquisition of all properties, there be a mass rezone of the entire campus. Mr. Peterson agreed with Councilmember Boeschstein that it would be best to create one zoning district. Councilmember Boeschstein asked if Mr. Peterson was familiar with the University's Master Plan. Mr. Peterson said he has looked at the Master Plan, and it looks as though development will proceed towards the west. Councilmember Boeschstein asked if this would be consistent with the Master Plan. Mr. Peterson said this request is for two private properties and what is being proposed would also be consistent with the University's Master Plan.

Councilmember Coons asked if the new residence halls located above the store fronts on North Avenue are zoned C-1. Mr. Peterson said yes, C-1 and partially R-8 designation. Councilmember Coons asked if this all fits in the Comprehensive Plan and stated there already is different zoning on the property. Mr. Peterson said yes, according to the zoning map, what is being built is over the property lines, however, the University does not have to go through the City's review process as they are a State agency. There have been conversations to eliminate property lines and make it one zoning and one subdivision. Councilmember Coons asked if, in the future, this property

was purchased by Mesa State, how difficult would it be to zone it consistent with the Master Plan? Mr. Peterson said it would be added to the list of legal descriptions to zone all the properties consistent with the Master Plan.

Councilmember Luke clarified if it was necessary to rezone these two properties in order for the University to acquire the properties, they could acquire them and then rezone the way they choose to. Mr. Peterson confirmed. Councilmember Luke asked what the cost is for the City to go through the rezone process. Mr. Peterson said that there would probably be a CSR designation on one application and that cost would be about \$460.

Councilmember Susuras asked if the neighborhood meeting consisted of neighbors across the street. Mr. Peterson said yes. Councilmember Susuras then asked if there were representatives from the University and were there any objections? Mr. Peterson said Mr. Wagoner was present from the University and there were no objections.

Councilmember Boeschstein asked, if this property were to be rezoned as a Community Service zone to be more consistent with the overall zoning, would the petitioner still be able to use the site residentially and commercially? Mr. Peterson replied that Community Service (CSR) and the Recreation Zoning District are for public institutions. There is also a requirement that the properties be one acre in size, these lots are less than 1 acre, and the properties are not currently adjacent to a CSR zone district. CSR designation would not allow for multi-family development.

Alicia Herring, Infill Development Partners, LLC, representing the applicant was present. Ms. Herring thanked Council for the consideration of private use of this property in an RO zoning district.

Derek Wagner, 1100 North 12<sup>th</sup> Street, the Director of Strategic Initiatives with Colorado Mesa University, said on the same day it was voted to rename the college it was also voted to adopt a Master Plan for the next 25 years. Based on what City Council and County Commissioners told them, it was decided to grow west towards 7<sup>th</sup> Street. They were also told that the City and County would help financially and otherwise as well. The 8,500 and growing student enrollment has had the college outgrowing the facilities. Mr. Wagner said the two subject properties are right in between two large residence halls. He said that the map of the Master Plan shows future buildings on top of current residences which can make for delicate and awkward conversations with neighbors. There have been neighborhood meetings at least twice a year to explain the how, where, and why the University is growing. There have been meetings to try and acquire the properties and to-date those overtures have been re-buffed. The University would like to take a step back and reevaluate the Master Plan and Comprehensive Plan, look at the zoning of the campus and figure out how to get all three to mix as the University continues to grow over the next fifteen years.

The public hearing was closed at 7:40 p.m.

Councilmember Luke said she understands the goal is to grow towards the west, but she was unclear of the process of rezoning. Would rezoning come before Council every time the University acquires property? Scott Peterson, Senior Planner, said that



when the University acquires property, it can remain the same zoning designation. The applicants are looking to market the property as an RO zone.

Councilmember Pitts moved to adopt Ordinance No. 4469 and ordered it published in pamphlet form. Councilmember Susuras seconded the motion.

Councilmember Pitts said he thought this was spot zoning and he is not in favor of spot zoning in this particular location.

Councilmember Boeschstein said he agreed with Councilmembers Pitts and Luke as it seems as though it is being rezoned in order to get a better price for the applicants. He thinks a rezone into Community Service for those properties needs to take place in order to have compatible zoning. He would like to cooperate with the University and be compatible with their Master Plan.

Council President Kenyon asked City Attorney Shaver if this is indeed considered spot zoning. City Attorney Shaver stated that the nature of spot zoning has a lot of misconceptions about where it is practically versus where it is legally. In terms of practicality it is considered spot zoning because it is different than the R-8 zoning surrounding the properties. Legally, it would be such a degree of incompatibility that would not make sense and cannot be integrated into the community. The courts would identify spot zoning in the legal term.

Councilmember Susuras said that the request meets the goals of the Comprehensive Plan 3, 4, 5, 6, and 7; there are no legal issues discovered by Staff. He cannot sit in judgments of the intentions of the applicant. He believes the applicant has a right to request a rezone to RO.

Councilmember Coons said she is conflicted. There is the issue of the University's Master Plan. There needs to be a rezone of several parcels on the campus even though the Comprehensive Plan shows mixed use. There is a presumption that these two properties will be owned by the University, she is against rezoning these properties at this time.

Councilmember Doody said that, although he agrees with Councilmember Susuras on the applicant's right to go through the process, he believes, in the near future, properties throughout will want to rezone as well. He asked if the State has to go through the City regarding their development process.

Council President Kenyon said that, although the State does not have to go through the City for development approvals, the University has almost always complied with City's Planning process. City Attorney Shaver concurred, stating generally speaking, in most cases the University has been supportive of the City's processes.

Councilmember Coons asked City Attorney Shaver about what other issues would there be aside from the zoning piece regarding a property owner trying to develop property sandwiched in between the residence halls. City Attorney Shaver said, assuming for the sake of discussion that the rezone issue passed, it would be subject to the City's permitting process. There would be some fairly restricted limitations with an RO zoning.

Councilmember Coons asked about multi-family housing on the parcels. City Attorney Shaver said that is something that could be reviewed through the process depending upon the square footage and proposal.

Councilmember Boeschstein asked, under the Community Service zone, what types of services would be allowed? Mr. Peterson said the CSR zoning would not allow the multi-family development, it will allow for Colleges and Universities, Community Service Buildings, Museums, and general offices. CSR zoning is meant for public institutions. City Attorney Shaver added that the City used to have a Public Zone (PZ) and that was one of the only designations that was based upon ownership, and the CSR is a modification of that because it does look to an ownership component.

Councilmember Coons then asked Mr. Peterson, if multi-family is not allowed under a CSR designation, does this mean that the parcels with the Residential Halls at Mesa University which are zoned C-1 would not be able to be rezoned as CSR in any case? Mr. Peterson responded that again, Mesa University is a Public Institution and is allowed to have the CSR designation, and does not have to come through the City development regulations.

Motion failed by roll call vote 5 to 2 with Councilmembers Doody, Luke, Pitts, Boeschstein, and Coons voting NO.

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(There was a motion and discussion on rezoning the property to CSR which failed before the matter ended.)

**Attach 3**  
**Minutes of Previous Meeting**

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

**June 13, 2011**

The City Council of the City of Grand Junction convened into regular session on the 13<sup>th</sup> day of June 2011 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boeschstein, Teresa Coons, Jim Doody, Laura Luke, Bill Pitts, and Council President Tom Kenyon. Councilmember Susuras was absent. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and Deputy City Clerk Juanita Peterson.

Council President Kenyon called the meeting to order. Councilmember Pitts led the Pledge of Allegiance, followed by a moment of silence.

**Citizen Presentation**

Proclaiming June 15, 2011, as "Tillie Bishop Day" in the City of Grand Junction. Council President Kenyon asked University of Colorado Regent Tillie Bishop and his wife Pat to approach the podium. He then surprised Mr. Bishop with a proclamation which listed the many offices of public service Mr. Bishop has held along with his accomplishments. Council President Kenyon and Council President Pro Tem Pitts also presented a gift basket in appreciation to Mr. Bishop from the City of Grand Junction.

**Presentations**

Tom Ziola, Forestry/Horticulture Supervisor, presented the Yard of the Month for May 2011 to Sheri and Keith Brown of 380 Ridgeway Drive.

**Proclamations**

Proclaiming June 22, 2011 as "Bike to Work Day" in the City of Grand Junction

**Appointments**

Councilmember Luke moved to re-appoint P.J. McGovern and appoint Cynthia Burke to the Downtown Development Authority/Downtown Grand Junction Business Improvement District both for four year terms expiring June 2015. Councilmember Coons seconded the motion. Motion carried.

**Certificates of Appointment**

David Hibberd was present to receive his Certificate of Appointment to the Grand Junction Airport Authority.

## **Council Comments**

There were none.

## **Citizen Comments**

Jim Schultz, 1670 Ptarmigan Ridge Circle, approached Council and read a letter on his thoughts regarding the local economy. Although his income does not depend upon the local economy, there are people really hurting financially in Grand Junction. He does not think the City should be in competition with private enterprise. Out of State purchasing contracts and subcontracts he believes are criminal. He is frustrated because he feels that local government and higher government are contracting and subcontracting out-of-area for some of their purchases.

## **ITEMS NEEDING INDIVIDUAL CONSIDERATION**

### **Public Hearing—Hatch Annexation, Located at 2063 S. Broadway** [File # ANX-2011-698]

A request to annex 4.39 acres, located at 2063 S. Broadway. The Hatch Annexation consists of five (5) parcels. There is no public right-of-way contained within this annexation area.

The public hearing was opened at 7:21 p.m.

Scott D. Peterson, Senior Planner, presented this item. He described the site, the location, and the request. The proposed annexation consists of 5 parcels of land. The applicants wish to annex in anticipation of future residential development. The property is approximately 4.39 acres. The zoning will come forward next month. The Planning Commission and Staff recommends approval. The applicant's representative is present and available for questions.

The applicant did not wish to add anything.

There were no public comments.

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

#### **a. Accepting Petition**

Resolution No. 33-11—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Hatch Annexation, Located at 2063 S. Broadway is Eligible for Annexation

#### **b. Annexation Ordinance**

Ordinance No. 4469—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Hatch Annexation, Approximately 4.39 Acres, Located at 2063 S. Broadway

Councilmember Coons moved to adopt Resolution No. 33-11 and Ordinance No. 4469 and ordered it published in pamphlet form. Councilmember Doody seconded the motion.

Councilmember Boeschstein asked Mr. Peterson if the Tiara Rado Townhomes are not part of this annexation, will they become an enclave? Mr. Peterson said there are six townhomes adjacent to this property and it would not become an enclave because there is property adjacent which is owned by Mesa County and is a separate tax parcel. Councilmember Boeschstein asked for clarification of the reasons the applicants want this annexed. Mr. Peterson stated the property is within the Persigo Boundary and the applicants want to develop the property.

Motion carried by roll call vote.

### **Certificates of Appointment**

Council President Kenyon returned to this item as it was overlooked.

Scott McBrayer was present to receive his Certificate of Appointment to the Parks and Recreation Advisory Board.

### **Public Hearing—Modifications to Grand Junction Municipal Code Chapter 12.24, Commercial Use of Public Right-of-Way in Downtown Area, and Revision to the Outdoor Dining Lease**

The modifications to the Grand Junction Municipal Code and the revision to the outdoor dining lease will clarify requirements and provide a uniform standard for all outdoor dining areas. The proposed amendments will also update the event permit and news box standards in Downtown.

The public hearing opened at 7:28 p.m.

Heidi Hoffman Ham, DDA Executive Director, presented this item. She explained the majority of the changes relate to Outdoor Dining Leases. Outdoor Dining Leases have been available in the downtown since 2007 and has been very successful. Up until now, those that did not serve alcohol went through a separate process. That has been a little confusing, so the proposed amendment will make the process the same for both. The outdoor dining has been a big draw downtown and the DDA wants to support that. She said the main goals of these changes are to have strict but fair requirements for everyone across the board and to make sure that the use of public space does not take away from the pedestrian uses on Main Street. It will also provide a similar fee structure regardless if there is alcohol sales or not. There needs to be an 8 foot pedestrian passageway, high standards of appearance for private use, along with addressing such issues as trash containers, and storage of equipment during the winter months. The DDA would also like to change the timeline from 12:00 a.m. to 1:00 a.m. deadline for service on the patio areas. One other area addressed in the amendments is updating the newsbox provisions.

There were no public comments.

The public hearing was closed at 7:34 p.m.

Ordinance No. 4470—An Ordinance Amending Section 12.24 of the Grand Junction Municipal Code, Regulating Commercial Use of Public Right-of-Way in the Downtown Area, to Revise Sidewalk Dining Regulations and the News Box Regulations

Councilmember Doody moved to adopt Ordinance No. 4470 and ordered it published in pamphlet form. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

**Public Hearing—2011 Community Development Block Grant (CDBG) Program Year Including Five Year Consolidated Plan, Analysis of Impediments to Fair Housing Choice and Funding Request**

CDBG funds are an entitlement grant to the City of Grand Junction which became eligible for the funding in 1996. The 2011 Program Year marks the City's 16<sup>th</sup> year of eligibility. In addition to consideration of funding projects for the 2011 program year, the City must adopt a new Five Year Consolidated Plan and an update to its Analysis of Impediments to Fair Housing Choice study. The City's 2011 Program Year will begin September 1, 2011. Applications for funding were solicited and received by the City on April 1<sup>st</sup> and Council approved funding for 10 projects at its hearing on May 16, 2011. The purpose of this hearing is 1) Adopt the Five Year Consolidated Plan; 2) Adopt the Analysis of Impediments to Fair Housing Choice study; and 3) Adopt the 2011 Annual Action Plan as a part of the Five Year Consolidated Plan.

The public hearing opened at 7:37 p.m.

Kristen Ashbeck, Senior Planner, presented this item. Ms. Ashbeck gave an overview of the CDBG program and explained that the Consolidated Plan guides the CDBG program and has to be updated and adopted at least every five years. This plan provides an assessment of the needs of the community. Over forty-five agencies participated by attending meetings, filling out questionnaires, and providing annual reports in order to help create the Consolidated Plan. She then presented the goals of the proposed 2011 Consolidated Plan: 1) Suitable Living Environment, entailing non-housing community development infrastructure, special needs populations, other human services, and youth, 2) Decent Affordable Housing by increasing the inventory of affordable housing units, providing shelter for the homeless, and reducing lead-based paint hazards; and 3) Creating Economic Opportunities through economic development and increasing affordable childcare for the working poor.

Councilmember Boeschstein thanked and complimented Ms. Ashbeck for her presentation. He said according to the map, he did not see Orchard Mesa, Lincoln Park, Washington Park, and some of the Downtown area neighborhoods getting economic development and neighborhood assistance and asked that in the future, these neighborhoods be kept in mind. He said he thought the City did not have a Fair Housing Ordinance, and thought one could be passed. Ms. Ashbeck said that is correct. Councilmember Boeschstein said that he believes a Fair Housing Ordinance would help the City with HUD and thought in the future this should be done. He

mentioned another opportunity would be to acquire vacant and abandoned homes and either restore or demolish them. He said he is in support of the resolutions.

Councilmember Coons also thanked Ms. Ashbeck for her hard work and presentation. She asked Ms. Ashbeck about the application process for disbursement of the CDBG funds. Ms. Ashbeck said the requirements are that the agency be a non-profit entity, be within City limits, and within a certain income category. Councilmember Coons then asked if CDBG funds can be used to acquire property or is it just for renovations? City Attorney Shaver responded that if it was for the benefit of the low income population, acquisition of property is allowed.

Councilmember Pitts asked how many other agencies applied for funding aside from the ten that have been awarded funds. Ms. Ashbeck said fifteen applications were received and she confirmed that there is a process in place for determining which applications are granted.

Council President Kenyon asked if there was any public comment.

There were no public comments.

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

Resolution No. 30-11—A Resolution Adopting the 2011 Five Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program

Resolution No. 31-11—A Resolution Adopting the 2011 Analysis of Impediments to Fair Housing Choice Study for the Grand Junction Community Development Block Grant (CDBG) Program

Resolution No. 32-11—A Resolution Adopting the 2011 Program Year Action Plan as a Part of the City of Grand Junction 2011 Five Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program

Councilmember Boeschstein moved to adopt Resolution Nos. 30-11, 31-11, and 32-11. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

## **CONSENT CALENDAR**

Councilmember Coons moved for approval and then read the Consent Calendar Items #4 through #6. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

### **4. Minutes of Previous Meeting**

*Action: Approve the Minutes of the June 1, 2011 Regular Meeting and Minutes of the June 6 and June 8, 2011 Special Session Minutes*

5. **Console Furniture Purchase for the Grand Junction Regional Communication Center**

This approval request is for the contract award for the professional design, supply, and installation of console furniture that will be specific to the new Grand Junction Regional Communication Center (GJRCC).

*Action: Authorize the City Purchasing Division to Enter into a Contract with Xybix Systems, Inc. of Littleton, Colorado in the Amount of \$270,101.97 for the Grand Junction Regional Communication Center Console Furniture*

6. **2011 Interceptor Sewer Repair and Replacement Project Change Order**

This request is for approval of a Change Order to the existing 2011 Interceptor Repair and Rehabilitation contract. The additional work related to this request includes rehabilitation of approximately 3,500 lineal feet of interceptor sewer pipe and the reconditioning of 21 existing manholes. This maintenance is necessary to prolong the life of the existing concrete sewer pipe that has been damaged by hydrogen sulfide gas.

*Action: Authorize the Purchasing Division to Modify the Contract with Reynolds Inliner, LLC of Orleans, Indiana for the Construction of the 2011 Sewer Interceptor Repair and Replacement Project in the Amount of \$228,962 for a Total Contract Amount of \$607,150*

**Non-Scheduled Citizens & Visitors**

There were none.

**Other Business**

There was none.

**Adjournment**

The meeting was adjourned at 8:01 p.m.

Juanita Peterson, MMC  
Deputy City Clerk





Date: 06/20/11  
 Author: Jim Bright  
 Title/ Phone Ext: DC – Fire/1466  
 Proposed Schedule: 07/06/11  
 2nd Reading  
 (if applicable): \_\_\_\_\_

**CITY COUNCIL AGENDA ITEM**

**Attach 4  
 Grant Award for Fire Departments for 800 MHz  
 Radios**

<b>Subject:</b> Grant Award for Fire Departments for 800 MHz Radios
<b>File # (if applicable):</b>
<b>Presenters Name &amp; Title:</b> Ken Watkins, Fire Chief Jay Valentine, Assistant Financial Operations Manager

**Executive Summary:**

The Grand Junction Fire Department, in partnership with 10 Mesa County fire departments, has been awarded a grant from the Federal Emergency Management Agency to purchase radios vital for emergency response communications. The total grant amount is \$1,152,508 with \$922,007 being the federal share and \$230,501 the local share based on a 20% match. Each participating department will pay their respective match share. The City share is \$68,845. Participating fire departments are: Central Orchard Mesa, Clifton, DeBeque, East Orchard Mesa, Gateway, Glade Park, Grand Junction, Lands End, Lower Valley, Palisade, and Plateau Valley. If approved, the City of Grand Junction will serve as the fiscal agent for this project. The total award was for 83 mobile and 371 portable radios purchased. Of this amount the City will receive 27 mobile and 108 portable radios.

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

**Goal 11:** Public safety facilities and services for our citizens will be a priority in planning for growth.

Acceptance of this grant will improve public safety services throughout Mesa County through improved communication and interoperability between public safety agencies.

**Action Requested/Recommendation:**

Authorize the City Manager to accept this Grant Award for \$922,007 and Budget the Receipt and Expenditure of \$922,007 of Grant Funds and \$230,501 in matching funds from the 2011 Budget.

**Board or Committee Recommendation:**

None.

## Background, Analysis and Options:

Acceptance of this grant provides the opportunity for all fire departments in Mesa County to fully convert to the State 800 MHz Digital Trunked Radio System. The Grand Junction Emergency Telephone Service Authority Board adopted a resolution to phase out the current radio system. This decision was based on Federal Communication Commission narrow-banding restrictions to be implemented by January 1, 2013. Mesa County law enforcement agencies, including Grand Junction, have already converted to the 800 MHz system. Acceptance of this grant will again place all Mesa County response agencies on the same radio system for interoperability and improved communication.

## Financial Impact/Budget:

The General Fund budget will be amended to reflect the total radio expenditure of \$1,152,508. Of this amount, \$1,083,663 will be offset by grant revenue and matching funds from the participating departments. The net impact to the General Fund will be \$68,845, the City's share of the 20% match.

### Revenue:

Grant Award	\$ 922,007
Matching Funds from Participating Departments	<u>\$ 161,656</u>
<i>Total Revenue</i>	<u>\$ 1,083,663</u>

### Expense:

Mobile Radios	\$ 255,059
Portable Radios	<u>\$ 897,449</u>
<i>Total Expense</i>	<u>\$ 1,152,508</u>

**Net Cost to City** **\$ 68,845**

### Legal issues:

None.

### Other issues:

None.

### Previously presented or discussed:

This grant has not been previously discussed but is part of the 800 MHz emergency communication system conversion that has been presented to Council before. Upon award of the grant, a press release was issued on April 11, 2011 by Senator Udall and the City of Grand Junction.

### Attachments

None.



Date: June 23, 2011  
 Author: John Hall  
 Title/ Phone Ext: H&S Chief, 1412  
 Proposed Schedule: 07/06/11  
 2nd Reading  
 (if applicable): \_\_\_\_\_  
 \_\_\_\_\_

**CITY COUNCIL AGENDA ITEM**

**Attach 5  
 Re-chassis of a Type III Ambulance**

<b>Subject:</b> Re-chassis of a Type III Ambulance
<b>File # (if applicable):</b>
<b>Presenters Name &amp; Title:</b> Ken Watkins, Fire Chief John Hall, Health and Safety Chief

**Executive Summary:**

The Fire Department has been awarded a state EMS grant to assist with the re-chassis of a Lifeline Type III Ambulance that will replace an existing unit. The Colorado Department of Public Health and Environment provides agencies within the State an opportunity to apply for the Colorado Emergency Medical and Trauma Services section provider grant. The grant will reimburse agencies up to 50% of the cost for the item.

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

- Goal 11: Public safety facilities and services for our citizens will be a priority in planning for growth.

Acceptance of this award and purchase authorization replaces a Ford 6.0 liter diesel chassis that has had major mechanical and electrical issues and maintains the number of ambulances currently in service.

**Action Requested/Recommendation:**

Authorize the City Manager to accept this Grant Award for \$57,840 for this purchase and Authorize the Purchasing Division to Award a Sole Source Contract to Life Line Emergency Vehicles through Rocky Mountain Emergency Vehicles of Denver, CO in the Amount of \$113,081 for the Re-chassis of a Lifeline Type III Ambulance

**Board or Committee Recommendation:**

N/A

**Financial Impact/Budget:**

If authorized, a grant award of \$57,841 will be used to assist with this purchase along with a 50% match by the City. The Fleet Replacement Fund has sufficient funds necessary for this re-chassis and will realize savings through this grant award and reduced maintenance costs.

**Legal issues:**

N/A

**Other issues:**

N/A

**Previously presented or discussed:**

N/A

**Background, Analysis and Options:**

Representatives from the Fire Department, Fleet, and Purchasing have evaluated several ambulances in the past and found that the Lifeline Ambulance met the specifications and was determined to be the best overall value for the Fire Department. Life Line is the manufacturer of seven current department ambulances including two remounted units. Since Life Line has a lifetime warranty of the ambulance "box", future savings can be achieved by remounting ambulances rather than buying brand new units.

**Attachments:**

N/A



## CITY COUNCIL AGENDA ITEM

Date: June 16, 2011  
 Author: Heidi Hoffman Ham  
 Title/ Phone Ext: DDA Exec Director / 256-4134  
 Proposed Schedule: July 6, 2011  
 2nd Reading: \_\_\_\_\_

**Attach 6**  
**Outdoor Dining Leases**

<b>Subject:</b> Outdoor Dining Leases for Main Street Bagels, 7 <sup>th</sup> Street Café, Incorporated DBA Main Street Cafe, and Skipper’s Ice Cream Parlor DBA Gelato Junction
<b>File # (if applicable):</b>
<b>Presenters Name &amp; Title:</b> Heidi Hoffman Ham, DDA Executive Director

### Executive Summary:

Main Street Bagels, 7<sup>th</sup> Street Café, Incorporated DBA Main Street Cafe, and Skipper’s Ice Cream Parlor DBA Gelato Junction are requesting Outdoor Dining Leases for the areas located at 557/559 Main Street, 504 Main Street, and 449 Main Street respectively. The Outdoor Dining Leases would permit the businesses to have a revocable license from the City of Grand Junction to expand their licensed premise and operate from the public right of way. None of these businesses have a liquor license.

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

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

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

### Action Requested/Recommendation:

Adopt the Resolutions Approving the Outdoor Dining Leases for Main Street Bagels, 7<sup>th</sup> Street Café, Incorporated DBA Main Street Cafe, and Skipper’s Ice Cream Parlor DBA Gelato Junction for the Areas Located at 557/559 Main Street, 504 Main Street, and 449 Main Street respectively

### Board or Committee Recommendation:

N/A

### Background, Analysis and Options:

Council approved the revision of the outdoor dining lease process on June 13, 2011, to streamline the procedures for establishments that lease public space for dining service. The

businesses petitioning for leases at this time do not serve alcohol in the outdoor dining area and are not subject to the same State and City standards for liquor licensing. However, the outdoor dining process does require them to apply for use of the space, meet certain requirements, and pay a lease fee.

**Financial Impact/Budget:**

There is no financial impact to the City.

**Legal issues:**

N/A

**Other issues:**

N/A

**Previously presented or discussed:**

N/A

**Attachments:**

For Each Lease (3):

Resolution Authorizing the Lease of Sidewalk Right-of-Way

Outdoor Dining Lease Agreement

Exhibit A – Brief Description of Business / DDA Certification

Exhibit B – Assurances, Hold Harmless and Indemnity Agreement

Exhibit C – Depiction of Proposed Leased Area

**RESOLUTION NO. \_\_-11**

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK  
RIGHT-OF-WAY TO MAIN STREET BAGELS**

Recitals:

The City has negotiated an agreement for Main Street Bagels to lease a portion of the sidewalk right-of-way located in front of 557/559 Main Street from the City for use as outdoor dining; and

The City Council deems it necessary and appropriate that the City lease said property to Main Street Bagels.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way for a period of four and a half months for \$262.50, to Main Street Bagels.

PASSED and ADOPTED this \_\_ day of \_\_\_\_\_, 2011.

---

President of the Council

Attest:

---

City Clerk

## DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of June 1, 2011, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, hereinafter City and, Main Street Bagels as Lessee, hereinafter Lessee.

### RECITALS:

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

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

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

1. The City does hereby lease to Lessee approximately 700 square feet of the sidewalk in the DSP located in front of 557/559 Main Street, hereinafter the Leased Area; specifically the Leased Area is that portion of the sidewalk immediately across the sidewalk from the Lessee's business. The Leased Area is depicted on the attached Exhibit A. A brief description of the Lessee's business is depicted on the attached Exhibit B.
2. The term of this lease shall be for a period beginning on July 6, 2011, and terminating on November 15, 2011. Rent shall be calculated at \$1.00 per square foot per year. As rent for the Leased Area, Lessee agrees to pay the City the total sum of \$262.50 (700SF @ \$1/SF/yr for 4.5 month period), which sum shall be payable in advance on or before July 6, 2011, at the offices of the City Clerk, Grand Junction City Hall, 250 North 5<sup>th</sup> Street, Grand Junction, Colorado 81501.

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

4. Lessee agrees to use the Leased Area for the sole purpose of selling and dispensing food and/or beverages to the public. The Leased Area shall be open to the public, weather permitting, during the Lessee's normal business hours but in no event shall food and/or beverage service be extended beyond 1:00 am. Food shall be available to be served in the Leased Area during all hours that it is open to the public and in accordance with the Lessee's liquor license if lessee holds a valid liquor license.
5. Lessee further agrees to use the Leased Area for no purpose prohibited by the laws of the United States, the State of Colorado or ordinances of the City of Grand Junction. Further, Lessee agrees to comply with all reasonable



recommendations by DDA relating to the use of the Leased Area. Prior to alcohol service in the leased area, the Lessee shall modify its liquor licensed premises as required by the laws of the State and City. **Modification of the licensed premises, in accordance with Colorado law, is a precondition to the authority in this lease.**

6. Pursuant to this Lease, Lessee understands and agrees that upon termination of the lease, Lessee shall remove any and all improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction in the Leased Area promptly upon expiration of this Lease. All modification shall be at the Lessee's sole expense. Failure to remove the same within ten (10) days of expiration shall result in ownership thereof transferring to the City and/or DDA.
7. Lessee agrees to keep the Leased Area in good repair and free from all litter, dirt and debris and in a clean and sanitary condition; to neither permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Leased Area or by any injury of accident occurring thereon. Further, Lessee does, by execution of this Lease, indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Leased Area. Lessee agrees to furnish certificate(s) of insurance as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Leased Area. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.
8. All construction, improvements, furniture, fixtures and/or equipment on the Leased Area shall comply with the following:
  - a. Not be wider than the street frontage of the business nor extend to the extent that pedestrian traffic is impeded. Pedestrian passage must be a minimum of 8' between any permanent fixtures, including fences, planters, art pedestals, and any other fixed object. Exceptions to this minimum (installed prior to June 13, 2011) may not be modified to decrease the pedestrian passage any further for any reason.
  - b. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Leased Area; this shall be construed to include perimeter enclosures, planters, signs, tables, chairs, shade

structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee.

- c. A fence may be required for other Leased Areas if the Lessee has encroached outside of the perimeter during previous Lease periods.
  - e. No cooking shall be located on the Leased Area.
  - f. Lessee may place furniture, fixtures and equipment in the Leased Area so long as the same are not allowed to encroach into the public right of way or otherwise to endanger any passerby or patron and are secured to resist wind.
  - g. The Lessee shall allow its fixtures to remain in place at its own discretion and liability and shall accept and retain full responsibility and liability for any damage to such fixtures caused thereby.
  - h. Neither electric (alternating current) nor gaslights are allowed on the Leased Area. Candles and battery powered lights are allowed.
  - i. The Lessee shall store all fixtures, including but not limited to umbrellas, chairs, tables, and signs for the period of November 15 to March 30.
  - j. On and after March 1, 2012 the Lessee shall not allow signage, including but not limited to banners, on the Leased Area. Similarly signage shall be disallowed on furniture, which includes but is not limited to, chairs, benches, tables, umbrellas, planters and the perimeter fence of the Leased Area. Menu signs shall be allowed in accordance with provisions of the City of Grand Junction sign code and subject to review by the DDA.
  - k. The Lessee shall not utilize public trash or recycling receptacles for refuse generated within the leased area. The Lessee may provide a private trash and/or recycling receptacle within the leased area provided that it is emptied and maintained on a regular basis.
9. The leased premises and improvements, additions and fixtures, furniture and equipment thereon shall be maintained and managed by Lessee.
- 10 Lessee agrees to permit agents of the City and/or the DDA to enter upon the premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof.

Lessee further agrees that if the City shall determine to make changes or improvements to the DSP, which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for

damages to the improvements (or to its leasehold interest) and agrees to remove any structures necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes during a lease period.

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

City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

Lessee:

Mark Smith  
Main Street Bagels  
559 Main Street  
Grand Junction, CO 81501

CITY OF GRAND JUNCTION

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Laurie M. Kadrich, City Manager

LESSEE

---

Business Owner

**Exhibit A: Brief Description of Business / DDA Certification:**

**Exhibit A: Brief Description of Business / DDA Certification:**

Business Name (insured name): Main Street Bagels

DBA (if needed): \_\_\_\_\_

Applicant / Relationship to Business: Owner

Contact Phone and Email: 970 241-9484 info@mainstreetbagels.net

Type of Food/Beverage to be served in leased area: Breakfast & Lunch

Days of Operation / Operating Hours: 7 days 6<sup>am</sup>-8 pm

How this operation will benefit Downtown Grand Junction:  
Tax revenue etc

Number of tables to be used in the leased area: 10-12

Number of chairs to be used in the leased area: 30-40

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

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

Copies of current:

Permits & Licenses:

- State Sales Tax
- City Sales Tax
- Liquor License
- Restaurant/Food Service

✓ PK  
✓ PK  
✓ PK  
✓ PK

Proof of Liability Insurance Coverage:

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

Signed: [Signature]

Date: 10/16/11

If denied, state reason:

\_\_\_\_\_

## Exhibit B: Assurances, Hold Harmless and Indemnity Agreement

### Exhibit B: Assurances, Hold Harmless and Indemnity Agreement

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

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

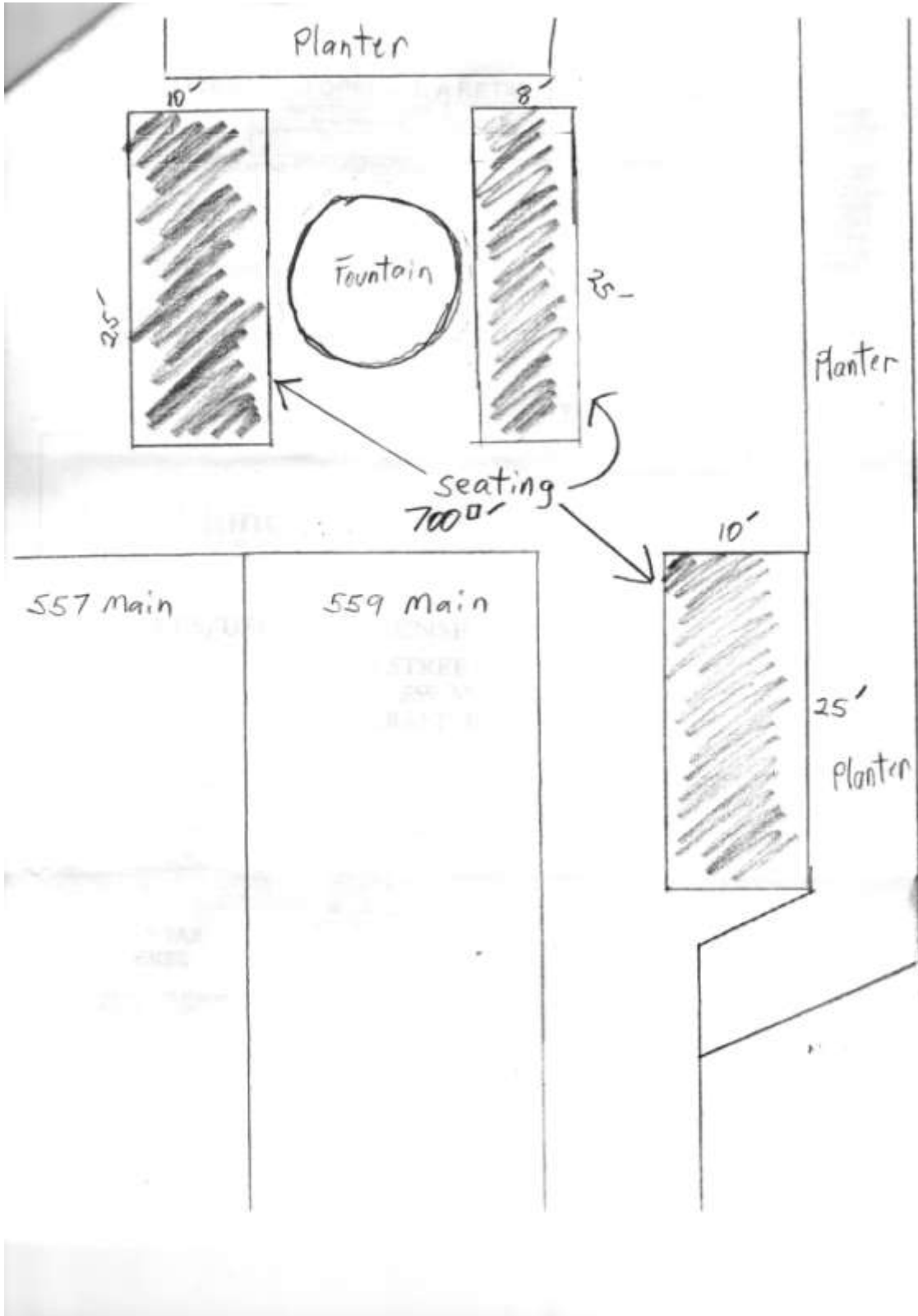
- (a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and
- (b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

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

Executed this 24 day of May, 2011.

Signed: Mark Smith

**Exhibit C: Proposed Lease Area (Main Street Bagels):**



**RESOLUTION NO. \_\_-11**

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK  
RIGHT-OF-WAY TO 7<sup>TH</sup> STREET CAFÉ, INC., DBA MAIN STREET CAFÉ**

Recitals:

The City has negotiated an agreement for 7<sup>th</sup> Street Café, Inc., DBA Main Street Café to lease a portion of the sidewalk right-of-way located in front of 504 Main Street from the City for use as outdoor dining; and

The City Council deems it necessary and appropriate that the City lease said property to 7<sup>th</sup> Street Café, Inc., DBA Main Street Café.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way for a period of four and a half months for \$220.50 to 7<sup>th</sup> Street Café, Inc., DBA Main Street Café.

PASSED and ADOPTED this \_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
City Clerk



## DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of June 1, 2011, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, hereinafter City and, 7<sup>th</sup> Street Café, Inc., DBA Main Street Café as Lessee, hereinafter Lessee.

### RECITALS:

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

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

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

3. The City does hereby lease to Lessee approximately 588 square feet of the sidewalk in the DSP located in front of 504 Main Street, hereinafter the Leased Area; specifically the Leased Area is that portion of the sidewalk immediately across the sidewalk from the Lessee's business. The Leased Area is depicted on the attached Exhibit A. A brief description of the Lessee's business is depicted on the attached Exhibit B.
4. The term of this lease shall be for a period beginning on July 6, 2011, and terminating on November 15, 2011. Rent shall be calculated at \$1.00 per square foot per year. As rent for the Leased Area, Lessee agrees to pay the City the total sum of \$220.50 (588 SF x \$1/SF/yr x 4.5 months), which sum shall be payable in advance on or before July 6, 2011, at the offices of the City Clerk, Grand Junction City Hall, 250 North 5<sup>th</sup> Street, Grand Junction, Colorado 81501.

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

4. Lessee agrees to use the Leased Area for the sole purpose of selling and dispensing food and/or beverages to the public. The Leased Area shall be open to the public, weather permitting, during the Lessee's normal business hours but in no event shall food and/or beverage service be extended beyond 1:00 am. Food shall be available to be served in the Leased Area during all hours that it is open to the public and in accordance with the Lessee's liquor license if lessee holds a valid liquor license.
5. Lessee further agrees to use the Leased Area for no purpose prohibited by the laws of the United States, the State of Colorado or ordinances of the City of

Grand Junction. Further, Lessee agrees to comply with all reasonable recommendations by DDA relating to the use of the Leased Area. Prior to alcohol service in the leased area, the Lessee shall modify its liquor licensed premises as required by the laws of the State and City. **Modification of the licensed premises, in accordance with Colorado law, is a precondition to the authority in this lease.**

6. Pursuant to this Lease, Lessee understands and agrees that upon termination of the lease, Lessee shall remove any and all improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction in the Leased Area promptly upon expiration of this Lease. All modification shall be at the Lessee's sole expense. Failure to remove the same within ten (10) days of expiration shall result in ownership thereof transferring to the City and/or DDA.
7. Lessee agrees to keep the Leased Area in good repair and free from all litter, dirt and debris and in a clean and sanitary condition; to neither permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Leased Area or by any injury of accident occurring thereon. Further, Lessee does, by execution of this Lease, indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Leased Area. Lessee agrees to furnish certificate(s) of insurance as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Leased Area. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.
8. All construction, improvements, furniture, fixtures and/or equipment on the Leased Area shall comply with the following:
  - a. Not be wider than the street frontage of the business nor extend to the extent that pedestrian traffic is impeded. Pedestrian passage must be a minimum of 8' between any permanent fixtures, including fences, planters, art pedestals, and any other fixed object. Exceptions to this minimum (installed prior to June 13, 2011) may not be modified to decrease the pedestrian passage any further for any reason.
  - b. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Leased Area; this shall be construed to include perimeter enclosures, planters, signs, tables, chairs, shade

structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee.

- c. A fence may be required for other Leased Areas if the Lessee has encroached outside of the perimeter during previous Lease periods.
  - e. No cooking shall be located on the Leased Area.
  - f. Lessee may place furniture, fixtures and equipment in the Leased Area so long as the same are not allowed to encroach into the public right of way or otherwise to endanger any passerby or patron and are secured to resist wind.
  - g. The Lessee shall allow its fixtures to remain in place at its own discretion and liability and shall accept and retain full responsibility and liability for any damage to such fixtures caused thereby.
  - h. Neither electric (alternating current) nor gaslights are allowed on the Leased Area. Candles and battery powered lights are allowed.
  - i. The Lessee shall store all fixtures, including but not limited to umbrellas, chairs, tables, and signs for the period of November 15 to March 30.
  - j. On and after March 1, 2012 the Lessee shall not allow signage, including but not limited to banners, on the Leased Area. Similarly signage shall be disallowed on furniture, which includes but is not limited to, chairs, benches, tables, umbrellas, planters and the perimeter fence of the Leased Area. Menu signs shall be allowed in accordance with provisions of the City of Grand Junction sign code and subject to review by the DDA.
  - k. The Lessee shall not utilize public trash or recycling receptacles for refuse generated within the leased area. The Lessee may provide a private trash and/or recycling receptacle within the leased area provided that it is emptied and maintained on a regular basis.
9. The leased premises and improvements, additions and fixtures, furniture and equipment thereon shall be maintained and managed by Lessee.
- 10 Lessee agrees to permit agents of the City and/or the DDA to enter upon the premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof.

Lessee further agrees that if the City shall determine to make changes or improvements to the DSP, which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for

damages to the improvements (or to its leasehold interest) and agrees to remove any structures necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes during a lease period.

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

City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

Lessee:

Evan Gluckman  
7<sup>th</sup> Street Café, Inc., DBA Main Street Café  
504 Main Street  
Grand Junction, CO 81501

CITY OF GRAND JUNCTION

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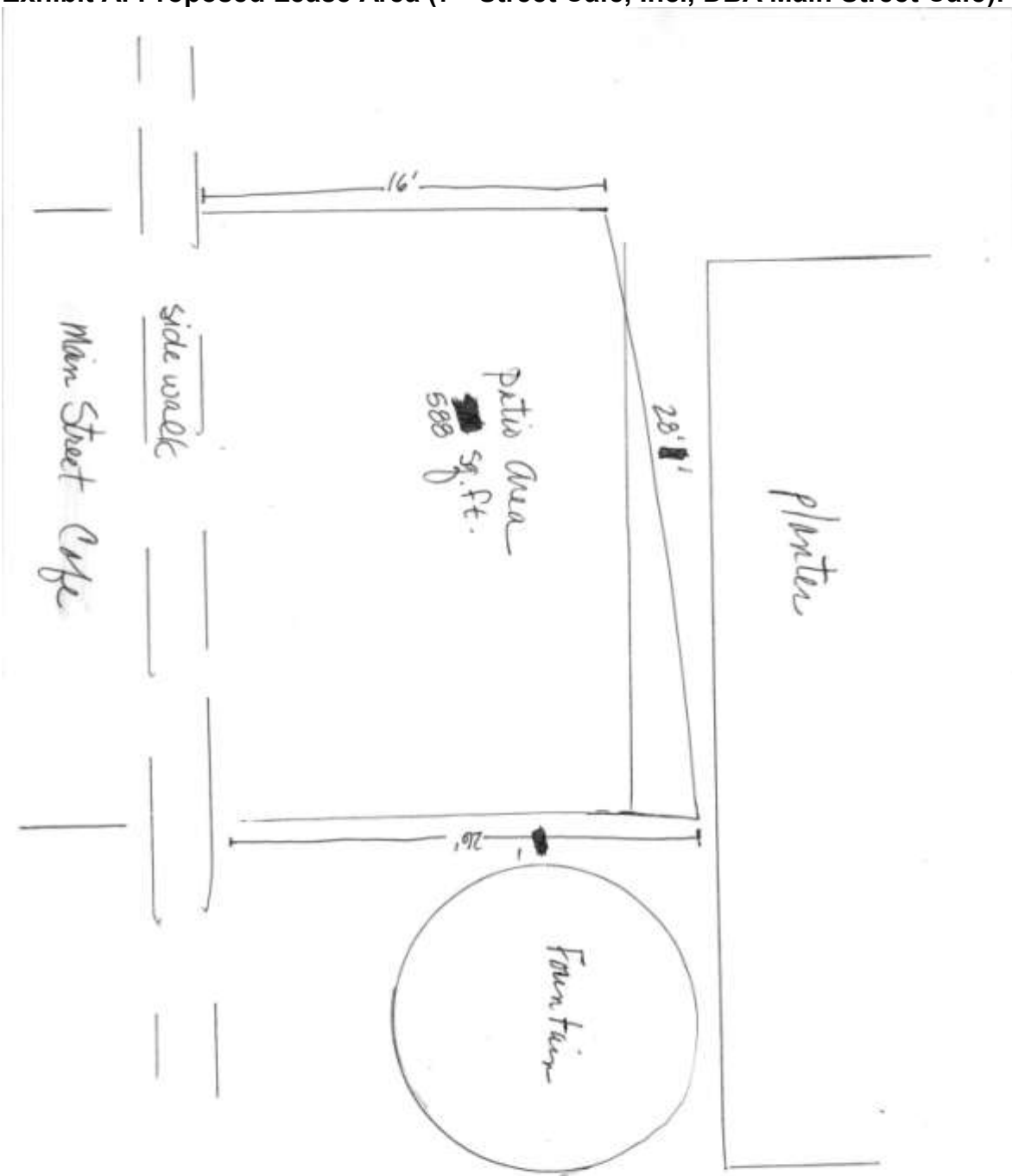
Laurie M. Kadrich, City Manager

LESSEE

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Business Owner

**Exhibit A: Proposed Lease Area (7<sup>th</sup> Street Café, Inc., DBA Main Street Café):**



**Exhibit B: Brief Description of Business / DDA Certification:**

05/17/2011 15:39 FAX

001

243-1865

**Exhibit B: Brief Description of Business / DDA Certification:**

Business Name: 9TH STREET CAFE, INC.  
~~MAIN STREET CAFE~~

DBA (if needed): MAIN STREET CAFE

Applicant / Relationship to Business: EVAN GRICKMAN

Contact Phone and Email: 970 242 7225

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

Days of Operation / Operating Hours: Monday - Sunday  
A-W-7-4  
TH-7-8  
FRI-SAT-7-4  
SUN 2-3

How this operation will benefit Downtown Grand Junction: HISTORICAL

Number of tables to be used in the leased area: 10

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

Semi-permanent or movable structures including carts, stands, signs, etc: 2

MENU SIGN

Describe any musical or vocal presentations or effects to be used in the leased area:  
SUN'S MUSIC THROUGH SPEAKERS

Permits & Licenses Obtained: State Sales Tax AK  
City Sales Tax AK  
Liquor License AK  
Restaurant/Food Service AK

Proof of Liability Insurance Coverage Provided? AK

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

Signed: [Signature] Date: 6/16/11

If denied, state reason: \_\_\_\_\_

## Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

1 15:40 FAX

002

### Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

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

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

- (a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and
- (b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, of any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

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

Executed this 17 day of MAY, 2011.

Signed: [Signature]



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK  
RIGHT-OF-WAY TO SKIPPER'S ICE CREAM PARLOR DBA GELATO JUNCTION**

Recitals:

The City has negotiated an agreement for Skipper's Ice Cream Parlor DBA Gelato Junction to lease a portion of the sidewalk right-of-way located in front of 449 Main Street from the City for use as outdoor dining; and

The City Council deems it necessary and appropriate that the City lease said property to Skipper's Ice Cream Parlor DBA Gelato Junction.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way for a period of four and a half months for \$52.50 to Skipper's Ice Cream Parlor DBA Gelato Junction.

PASSED and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
City Clerk

## DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of June 1, 2011, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, hereinafter City and, Skipper's Ice Cream Parlor DBA Gelato Junction as Lessee, hereinafter Lessee.

### RECITALS:

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

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

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

5. The City does hereby lease to Lessee approximately 140 square feet of the sidewalk in the DSP located in front of 449 Main Street, hereinafter the Leased Area; specifically the Leased Area is that portion of the sidewalk immediately across the sidewalk from the Lessee's business. The Leased Area is depicted on the attached Exhibit A. A brief description of the Lessee's business is depicted on the attached Exhibit B.
6. The term of this lease shall be for a period beginning on July 6, 2011, and terminating on November 15, 2011. Rent shall be calculated at \$1.00 per square foot per year. As rent for the Leased Area, Lessee agrees to pay the City the total sum of \$52.50 (140 SF x \$1/SF/yr x 4.5 months), which sum shall be payable in advance on or before July 6, 2011, at the offices of the City Clerk, Grand Junction City Hall, 250 North 5<sup>th</sup> Street, Grand Junction, Colorado 81501.

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

4. Lessee agrees to use the Leased Area for the sole purpose of selling and dispensing food and/or beverages to the public. The Leased Area shall be open to the public, weather permitting, during the Lessee's normal business hours but in no event shall food and/or beverage service be extended beyond 1:00 am. Food shall be available to be served in the Leased Area during all hours that it is open to the public and in accordance with the Lessee's liquor license if lessee holds a valid liquor license.
5. Lessee further agrees to use the Leased Area for no purpose prohibited by the laws of the United States, the State of Colorado or ordinances of the City of

Grand Junction. Further, Lessee agrees to comply with all reasonable recommendations by DDA relating to the use of the Leased Area. Prior to alcohol service in the leased area, the Lessee shall modify its liquor licensed premises as required by the laws of the State and City. **Modification of the licensed premises, in accordance with Colorado law, is a precondition to the authority in this lease.**

6. Pursuant to this Lease, Lessee understands and agrees that upon termination of the lease, Lessee shall remove any and all improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction in the Leased Area promptly upon expiration of this Lease. All modification shall be at the Lessee's sole expense. Failure to remove the same within ten (10) days of expiration shall result in ownership thereof transferring to the City and/or DDA.
7. Lessee agrees to keep the Leased Area in good repair and free from all litter, dirt and debris and in a clean and sanitary condition; to neither permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Leased Area or by any injury of accident occurring thereon. Further, Lessee does, by execution of this Lease, indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Leased Area. Lessee agrees to furnish certificate(s) of insurance as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Leased Area. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.
8. All construction, improvements, furniture, fixtures and/or equipment on the Leased Area shall comply with the following:
  - a. Not be wider than the street frontage of the business nor extend to the extent that pedestrian traffic is impeded. Pedestrian passage must be a minimum of 8' between any permanent fixtures, including fences, planters, art pedestals, and any other fixed object. Exceptions to this minimum (installed prior to June 13, 2011) may not be modified to decrease the pedestrian passage any further for any reason.
  - b. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Leased Area; this shall be construed to include perimeter enclosures, planters, signs, tables, chairs, shade

structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee.

- c. A fence may be required for other Leased Areas if the Lessee has encroached outside of the perimeter during previous Lease periods.
  - e. No cooking shall be located on the Leased Area.
  - f. Lessee may place furniture, fixtures and equipment in the Leased Area so long as the same are not allowed to encroach into the public right of way or otherwise to endanger any passerby or patron and are secured to resist wind.
  - g. The Lessee shall allow its fixtures to remain in place at its own discretion and liability and shall accept and retain full responsibility and liability for any damage to such fixtures caused thereby.
  - h. Neither electric (alternating current) nor gaslights are allowed on the Leased Area. Candles and battery powered lights are allowed.
  - i. The Lessee shall store all fixtures, including but not limited to umbrellas, chairs, tables, and signs for the period of November 15 to March 30.
  - j. On and after March 1, 2012 the Lessee shall not allow signage, including but not limited to banners, on the Leased Area. Similarly signage shall be disallowed on furniture, which includes but is not limited to, chairs, benches, tables, umbrellas, planters and the perimeter fence of the Leased Area. Menu signs shall be allowed in accordance with provisions of the City of Grand Junction sign code and subject to review by the DDA.
  - k. The Lessee shall not utilize public trash or recycling receptacles for refuse generated within the leased area. The Lessee may provide a private trash and/or recycling receptacle within the leased area provided that it is emptied and maintained on a regular basis.
9. The leased premises and improvements, additions and fixtures, furniture and equipment thereon shall be maintained and managed by Lessee.
- 10 Lessee agrees to permit agents of the City and/or the DDA to enter upon the premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof.

Lessee further agrees that if the City shall determine to make changes or improvements to the DSP, which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for

damages to the improvements (or to its leasehold interest) and agrees to remove any structures necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes during a lease period.

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

City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

Lessee:

Paula Hawkins  
Skipper's Ice Cream Parlor DBA Gelato Junction  
449 Main Street  
Grand Junction, CO 81501

CITY OF GRAND JUNCTION

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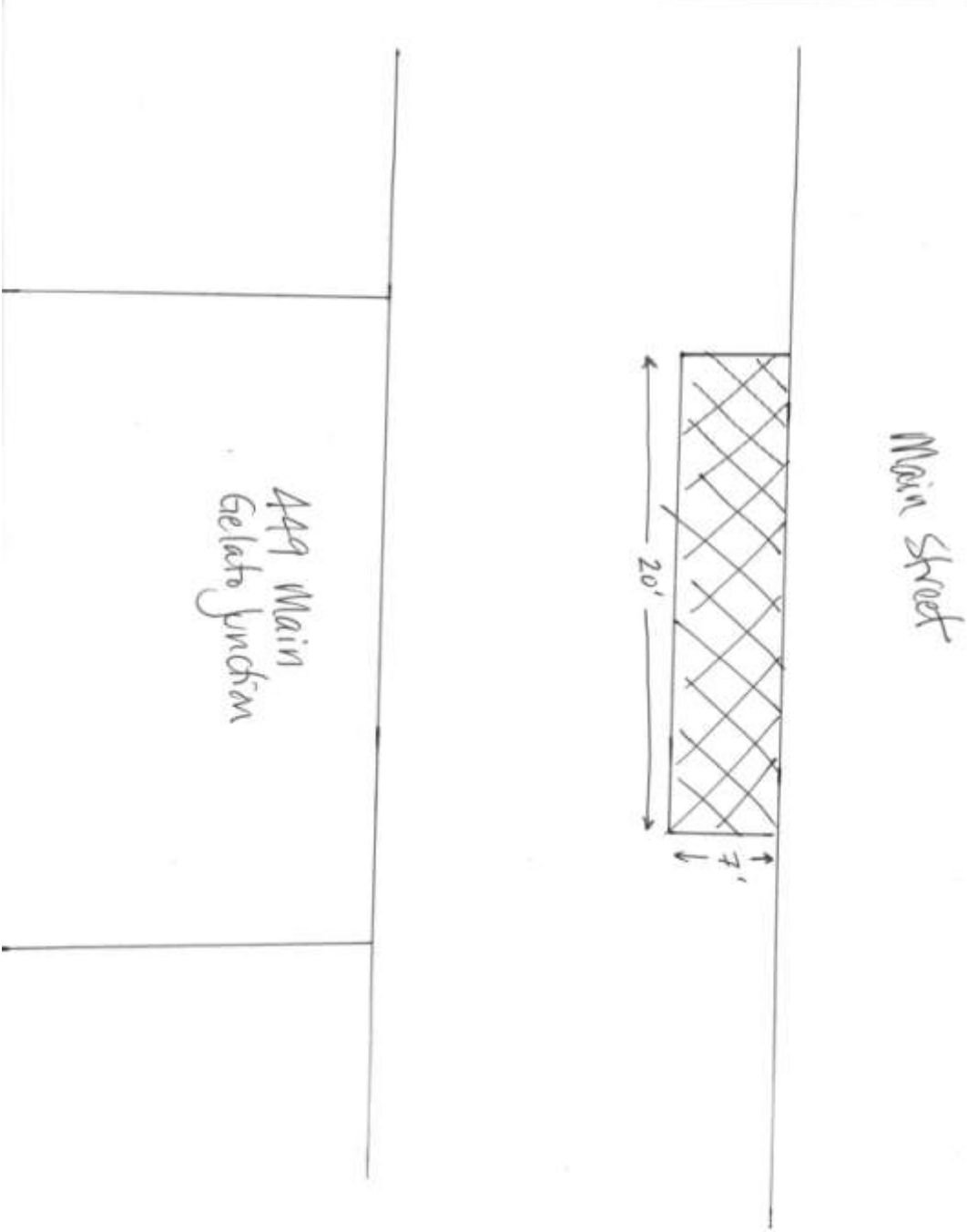
Laurie M. Kadrich, City Manager

LESSEE

---

Business Owner

**Exhibit A: Proposed Lease Area (Skipper's Ice Cream Parlor DBA Gelato Junction):**



**Exhibit B: Brief Description of Business / DDA Certification:**

**Exhibit B: Brief Description of Business / DDA Certification:**

Business Name: SKIPPER'S ICE CREAM PARLOR

DBA (if needed): GELATO JUNCTION

Applicant / Relationship to Business: PAULA HAWKINS / OWNER

Contact Phone and Email: 970-245-4759 / JPHAWK1@EXCITE.COM

Type of Food/Beverage to be served in leased area: ICE CREAM, GELATO, DRINKS, SODAS

Days of Operation / Operating Hours: MON - ~~WED~~ 11:00 - 9:00 THURS - SAT 11:00 - 10:00  
SUNDAY NOON - 5:00

How this operation will benefit Downtown Grand Junction: \_\_\_\_\_

PROVIDE THE ENJOYMENT FOR CUSTOMERS OF OUTSIDE SEATING.

Number of tables to be used in the leased area: 4

Number of chairs to be used in the leased area: 12

Semi-permanent or movable structures including carts, stands, signs, etc: N/A

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

NONE

Permits & Licenses Obtained:

State Sales Tax	<input checked="" type="checkbox"/>	<u>AK</u>
City Sales Tax	<input checked="" type="checkbox"/>	<u>AK</u>
Liquor License	<input type="checkbox"/>	
Restaurant/Food Service	<input checked="" type="checkbox"/>	<u>AK</u>

Proof of Liability Insurance Coverage Provided? AK

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

Signed: Paula Hawkins Date: 5/26/2011 6/16/11

If denied, state reason: \_\_\_\_\_



## Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

### Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

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

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

- (a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and
- (b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

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

Executed this 21st day of June, 20 11.

Signed: Paula Hawkins



Date: July 6, 2011  
Author: John P. Shaver  
Title/ Phone Ext: City Attorney  
Ext. 1503  
Proposed Schedule: First  
Reading July 6, 2011  
Second Reading: July 20, 2011

## **CITY COUNCIL AGENDA ITEM**

### **Attach 7**

### **Setting a Hearing on Limited Free Parking to Purple Heart Medal Veterans**

<b>Subject:</b> Amending the Grand Junction Municipal Code to Provide Limited Free Parking to Purple Heart Medal Veterans
<b>File # (if applicable):</b>
<b>Presenters Name &amp; Title:</b> John Shaver, City Attorney

### **Executive Summary:**

This ordinance proposes to extend to Purple Heart medal veterans limited free City parking. The City Council requested that the ordinance be drafted.

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

The Comprehensive Plan/consideration of the Plan is not applicable to this action.

### **Action Requested/Recommendation:**

Introduce a Proposed Ordinance and Set a Public Hearing for July 20, 2011.

### **Background, Analysis and Options:**

This ordinance proposes to extend free parking at City parking meters and in the municipal parking structure to Purple Heart medal veterans.

By State law special license plates may be attached to the vehicles of certain veterans. One such category of recognition is for veterans that have received the Purple Heart. As a means of honoring those persons that have been physically wounded in service to our country, the City Council has determined that it should consider passing an ordinance that provides some limited exemption from parking fees to them.

### **Financial Impact/Budget:**

There will be a minimal financial impact to the City by approving this ordinance.

**Legal issues:**

The State process ensures that no special license plate is granted until sufficient proof of service or affiliation is shown; the standards employed by other states may be different yet the ordinance recognizes any “purple heart” license plate as qualifying.

There are other categories of special plates for which no exemption is created. If Council is to adopt the proposed ordinance the City Attorney would recommend that the Council specifically find that the benefit of limited free parking is conferred because of the unique nature of the service provided, to wit, service to our country with a physical injury received during combat with said wound inflicted by or resulting from an enemy of the United States.

**Attachments:**

Proposed Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADDING SECTION 10.040.380 TO THE GRAND JUNCTION MUNICIPAL CODE CONCERNING LIMITED FREE PARKING FOR PURPLE HEART MEDAL VETERANS**

**RECITALS:**

The City Council has recently considered a modification to the City's parking code. The proposed change is to provide to Purple Heart medal veterans, the privilege to park in certain locations in the City for free.

The privilege does not apply to privately-owned parking facilities or restricted parking (time limited, "no parking" or signed handicap parking spaces unless the vehicle also bears a handicap parking placard.)

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:** (Additions are shown in ALL CAPS)

That Section 10.040.380 of the Grand Junction Municipal Code is adopted as follows:

**10.040.380 PARKING PRIVILEGES FOR PURPLE HEART MEDAL VETERANS:**

**A VEHICLE MAY BE PARKED FOR AN UNLIMITED PERIOD IN A METERED PUBLIC PARKING SPACE IF:**

(1) THERE ARE DISPLAYED ON THE VEHICLE SPECIAL LICENSE PLATES ISSUED UNDER C.R.S. 42-3-213.

(2) A VEHICLE ON WHICH SAID SPECIAL LICENSE PLATES ARE DISPLAYED IS EXEMPT FROM THE PAYMENT OF A PARKING FEE CHARGED BY THE CITY AND COLLECTED THROUGH A PARKING METER WHEN THE VEHICLE IS BEING OPERATED BY OR FOR THE TRANSPORTATION OF THE PERSON TO WHOM THE VEHICLE IS REGISTERED.

(3) THE EXEMPTION PROVIDED BY SUBSECTION (2) ALSO APPLIES TO PAYMENT OF A FEE IMPOSED BY THE CITY FOR PARKING IN THE MUNICIPAL PARKING GARAGE.

(4) THIS SECTION DOES NOT PERMIT A VEHICLE TO BE PARKED AT A TIME WHEN OR A PLACE WHERE PARKING IS PROHIBITED OR LIMITED BY SIGNS OR MARKINGS OR A MEANS OF REGULATION OTHER THAN A METER.

Introduced on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2011 and ordered published in pamphlet form.

Passed and adopted on second reading this \_\_\_\_ day of \_\_\_\_\_, 2011  
and ordered published in pamphlet form.

\_\_\_\_\_  
President of the City Council

ATTEST:

\_\_\_\_\_  
City Clerk



Date: June 22, 2011  
 Author: Brian Rusche  
 Title/ Phone Ext: Sr. Planner/4058  
 Proposed Schedule: Resolution Referring Petition Wednesday, July 6, 2011  
 2nd Reading  
 (if applicable): Monday, August 15, 2011

**CITY COUNCIL AGENDA ITEM**

**Attach 8  
 Setting a Hearing on the Ashley Annexation**

<b>Subject:</b> Ashley Annexation, Located at 2808 C ¾ Road
<b>File #:</b> ANX-2011-856
<b>Presenters Name &amp; Title:</b> Brian Rusche, Senior Planner

**Executive Summary:** Request to annex 1.144 acres, located at 2808 C ¾ Road. The Ashley Annexation consists of one (1) parcel. There are 0.153 acres of public right-of-way contained within this annexation area.

**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 proposed annexation meets Goal 12 by providing an opportunity for new development in an existing industrial area.

**Action Requested/Recommendation:** Adopt a Resolution Referring the Petition for the Ashley Annexation, Introduce the Proposed Ordinance and Set a Hearing for August 15, 2011.

**Board or Committee Recommendation:** The Planning Commission will consider the Zone of Annexation on July 12, 2011. Their recommendation will be forwarded in the 1<sup>st</sup> reading of the Zoning Ordinance on August 3, 2011.

**Background, Analysis and Options:** See attached Staff Report/Background Information.

**Financial Impact/Budget:** There are none.

**Legal issues:** There are none.

**Other issues:** There are none.

**Previously presented or discussed:** A Neighborhood Meeting took place on June 2, 2011.

**Attachments:**

1. Staff report/Background information
2. Annexation / Site Location Map
3. Aerial Photo Map
4. Comprehensive Plan Future Land Use Map
5. Existing City and County Zoning Map
6. Resolution Referring Petition
7. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
<b>Location:</b>		2808 C ¾ Road	
<b>Applicant:</b>		Ronald and Angelina Ashley	
<b>Existing Land Use:</b>		Construction Storage	
<b>Proposed Land Use:</b>		Indoor Shooting Range	
<b>Surrounding Land Use:</b>	<b>North</b>	Industrial	
	<b>South</b>	Undeveloped	
	<b>East</b>	Single-family Residential	
	<b>West</b>	Auto Salvage	
<b>Existing Zoning:</b>		County PUD (Planned Unit Development)	
<b>Proposed Zoning:</b>		I-2 (General Industrial)	
<b>Surrounding Zoning:</b>	<b>North</b>	I-2 (General Industrial)	
	<b>South</b>	County PUD (Planned Unit Development)	
	<b>East</b>	County PUD (Planned Unit Development)	
	<b>West</b>	County PUD (Planned Unit Development) County RSF-R (Residential Single-Family Rural)	
<b>Future Land Use Designation:</b>		Industrial	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 1.144 acres of land and is comprised of one (1) parcels and 0.153 acres of public right-of-way. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

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

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;



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

The following annexation and zoning schedule is being proposed:

<b><i>ANNEXATION SCHEDULE</i></b>	
<b>July 6, 2011</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>July 12, 2011</b>	Planning Commission considers Zone of Annexation
<b>August 3, 2011</b>	Introduction Of A Proposed Ordinance on Zoning by City Council
<b>August 15, 2011</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>September 18, 2011</b>	Effective date of Annexation and Zoning

**ASHLEY ANNEXATION SUMMARY**

<b>File Number:</b>		ANX-2011-856
<b>Location:</b>		2808 C <sup>3</sup> / <sub>4</sub> Road
<b>Tax ID Numbers:</b>		2943-192-00-262
<b># of Parcels:</b>		1
<b>Estimated Population:</b>		0
<b># of Parcels (owner occupied):</b>		0
<b># of Dwelling Units:</b>		0
<b>Acres land annexed:</b>		1.144 acres
<b>Developable Acres Remaining:</b>		0.991 acres
<b>Right-of-way in Annexation:</b>		0.153 acres
<b>Previous County Zoning:</b>		County PUD (Planned Unit Development)
<b>Proposed City Zoning:</b>		I-2 (General Industrial)
<b>Current Land Use:</b>		Construction Storage
<b>Future Land Use:</b>		Indoor Shooting Range
<b>Values:</b>	<b>Assessed:</b>	\$7,310
	<b>Actual:</b>	\$91,840
<b>Address Ranges:</b>		2808 C <sup>3</sup> / <sub>4</sub> Road
<b>Special Districts:</b>	<b>Water:</b>	Ute Water Conservancy District
	<b>Sewer:</b>	Central Grand Valley Sanitation District
	<b>Fire:</b>	Grand Junction Rural Fire Protection District
	<b>Irrigation/ Drainage:</b>	Grand Valley Irrigation Company Grand Valley Drainage District
	<b>School:</b>	Mesa County Valley School District #51
	<b>Pest:</b>	Grand River Mosquito Control District

# Annexation / Site Location Map

Figure 1



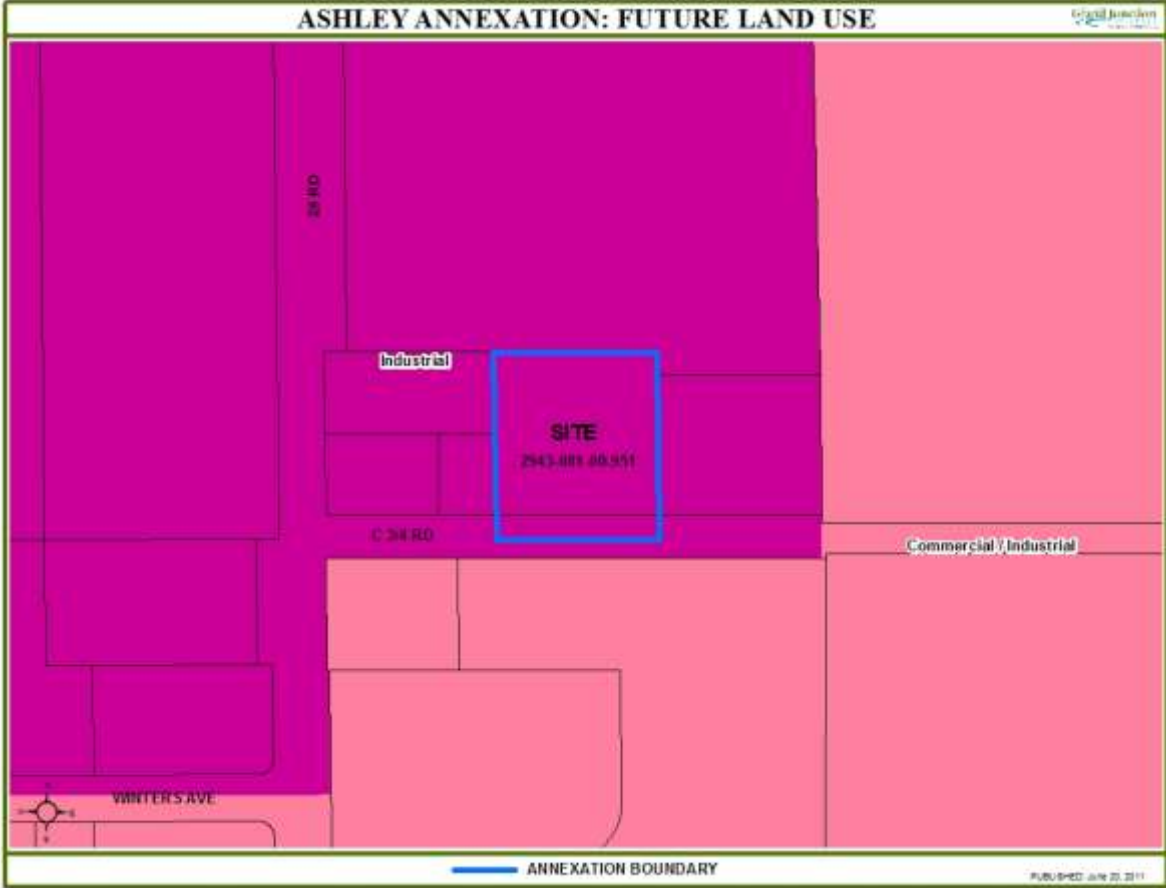
# Aerial Photo Map

Figure 2



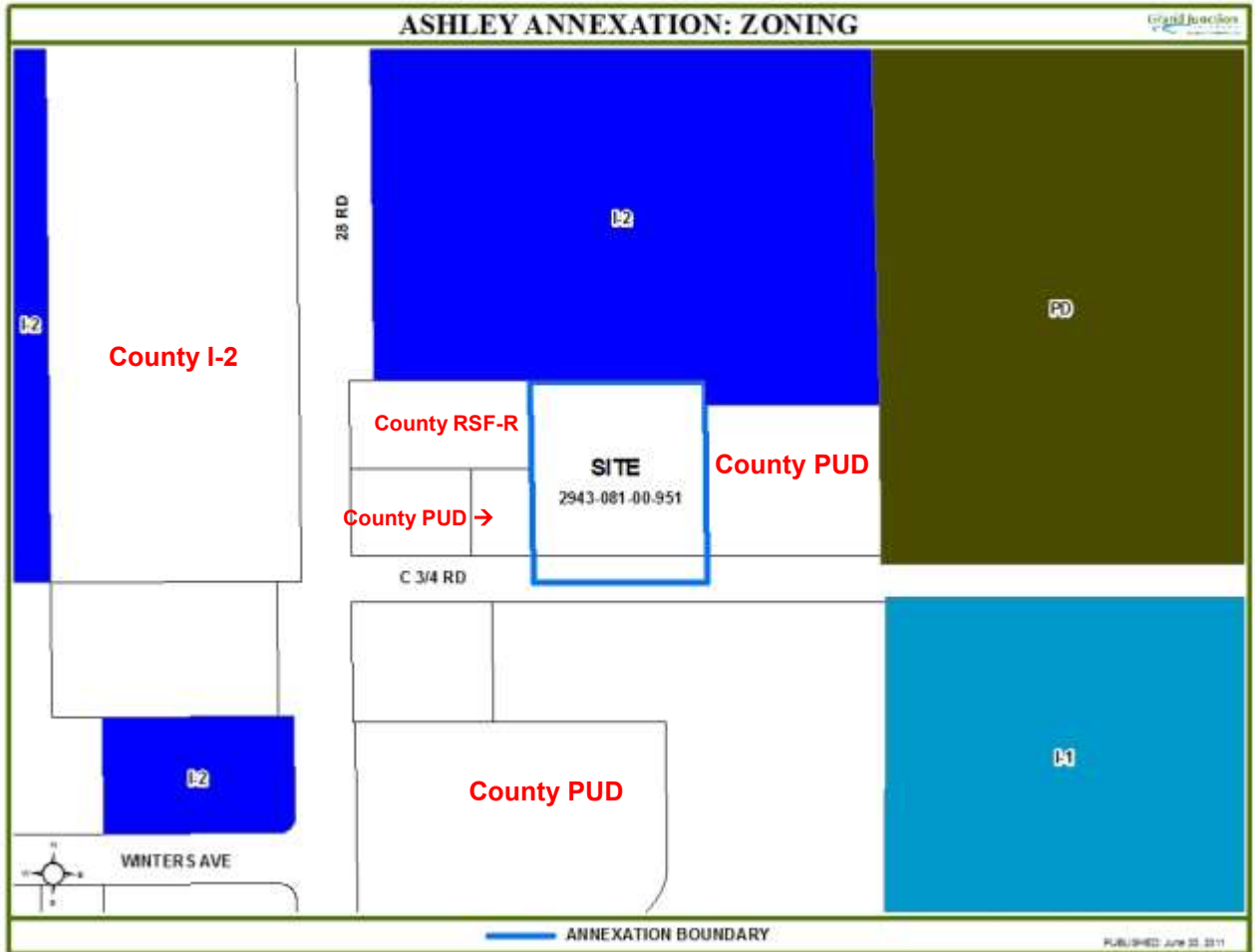
# Comprehensive Plan Map

Figure 3



# Existing City and County Zoning Map

Figure 4



**NOTICE OF HEARING  
ON PROPOSED ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO**

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 6<sup>th</sup> day of July, 2011, the following Resolution was adopted:

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_-11**

**A RESOLUTION  
REFERRING A PETITION TO THE CITY COUNCIL  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
SETTING A HEARING ON SUCH ANNEXATION,  
AND EXERCISING LAND USE CONTROL**

**ASHLEY ANNEXATION**

**LOCATED AT 2808 C ¾ ROAD AND  
INCLUDING A PORTION OF THE C ¾ ROAD RIGHT-OF-WAY**

WHEREAS, on the 6<sup>th</sup> day of July, 2011, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**ASHLEY ANNEXATION**

A certain parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the NW 1/4 NW 1/4 of said Section 19 and assuming the South line of the NW 1/4 NW 1/4 of said Section 19 bears S 89°41'26" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°41'26" E along the South line of the NW 1/4 NW 1/4 of said Section 19, a distance of 250.19 feet to the Point of Beginning; thence from said Point of Beginning, N 00°25'06" W a distance of 239.00 feet to a point on the South line of the Western Slope Warehouse Annexation No. 4, City of Grand Junction Ordinance No. 3122, as same is recorded in Book 2575, Page 352, Public Records of Mesa County, Colorado; thence S 89°41'38" E along the South line of said Annexation, a distance of 208.52 feet; thence S 00°25'06" E a distance of 239.00 feet to a point on the South line of the NW 1/4 NW 1/4 of said Section 19; thence N 89°41'26" W along the South line of the NW 1/4 NW 1/4 of said Section 19, a distance of 208.52 feet, more or less, to the Point of Beginning.

CONTAINING 49,836.3 Square feet or 1.144 Acres, more or less, as described.

WHEREAS, the City Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 15<sup>th</sup> day of August, 2011, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Public Works and Planning Department of the City.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk



**NOTICE IS FURTHER GIVEN** that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

---

City Clerk

<i><b>DATES PUBLISHED</b></i>
<b>July 8, 2011</b>
<b>July 15, 2011</b>
<b>July 22, 2011</b>
<b>July 29, 2011</b>

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**ASHLEY ANNEXATION**

**APPROXIMATELY 1.144 ACRES**

**LOCATED AT 2808 C <sup>3</sup>/<sub>4</sub> ROAD AND  
INCLUDING A PORTION OF THE C <sup>3</sup>/<sub>4</sub> ROAD RIGHT-OF-WAY**

**WHEREAS**, on the 6<sup>th</sup> day of July, 2011, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 15<sup>th</sup> day of August, 2011; and

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

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

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

**ASHLEY ANNEXATION**

A certain parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the NW 1/4 NW 1/4 of said Section 19 and assuming the South line of the NW 1/4 NW 1/4 of said Section 19 bears S 89°41'26" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°41'26" E along the South line of the NW 1/4 NW 1/4 of said Section 19, a distance of 250.19 feet to the Point of Beginning; thence from said Point of Beginning, N 00°25'06" W a distance of 239.00 feet to a point on the South line of the Western Slope Warehouse Annexation No. 4, City of Grand Junction Ordinance No. 3122, as same is recorded in Book 2575, Page 352, Public Records of Mesa County, Colorado; thence S 89°41'38" E along the South line of said Annexation, a distance of 208.52 feet; thence S 00°25'06" E a distance of 239.00 feet to a point on the South line of the NW 1/4 NW 1/4 of said Section 19; thence N 89°41'26" W along

the South line of the NW 1/4 NW 1/4 of said Section 19, a distance of 208.52 feet, more or less, to the Point of Beginning.

CONTAINING 49,836.3 Square feet or 1.144 Acres, more or less, as described.

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

**INTRODUCED** on first reading the \_\_\_\_ day of \_\_\_\_\_, 2011 and ordered published in pamphlet form.

**PASSED and ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2011 and ordered published in pamphlet form.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk



Date: June 21, 2011  
 Author: Brian Rusche  
 Title/ Phone Ext:  
Senior Planner x. 4058  
 Proposed Schedule: 1<sup>st</sup> Reading;  
Wednesday, July 6, 2011  
 2nd Reading (if applicable):  
Wednesday, July 20, 2011

**CITY COUNCIL AGENDA ITEM**

**Attach 9  
 Setting a Hearing on Zoning the JR Enclave  
 Annexation**

<b>Subject:</b> Zoning the JR Enclave Annexation, Located at 247 Arlington Drive
<b>File #:</b> ANX-2011-755
<b>Presenters Name &amp; Title:</b> Brian Rusche, Senior Planner

**Executive Summary:** A request to zone the 6.80 acre JR Enclave Annexation, consisting of one (1) parcel located at 247 Arlington Drive, to an R-5 (Residential 5 du/ac) zone district.

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

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

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

**Action Requested/Recommendation:** Introduce a Proposed Ordinance and Set a Public Hearing for July 20, 2011.

**Board or Committee Recommendation:** On June 14, 2011 the Planning Commission forwarded a recommendation of approval of the R-5 (Residential 5 du/ac) zone district.

**Background, Analysis and Options:** See attached Staff Report/Background Information

**Financial Impact/Budget:** The provision of municipal services will be consistent with adjacent neighborhoods already in the City. Property tax levies and municipal sales/use taxes will be collected within the enclaved area upon annexation.

**Legal issues:** There are none.

**Other issues:** There are none.

**Previously presented or discussed:** A Resolution of Intent to Annex was adopted on June 1, 2011.

**Attachments:**

1. Staff report/Background information
2. Annexation Map
3. Future Land Use Map
4. Blended Residential Map
5. Existing City and County Zoning Map
6. Correspondence presented to the Planning Commission
7. Zoning Ordinance

<b>STAFF REPORT / BACKGROUND INFORMATION</b>				
<b>Location:</b>		247 Arlington Drive		
<b>Applicants:</b>		City of Grand Junction		
<b>Existing Land Use:</b>		Agricultural		
<b>Proposed Land Use:</b>		Residential		
<b>Surrounding Land Use:</b>	<b>North</b>	Residential		
	<b>South</b>	Undeveloped		
	<b>East</b>	Residential		
	<b>West</b>	Undeveloped		
<b>Existing Zoning:</b>		County RSF-4 (Residential Single Family 4 du/ac)		
<b>Proposed Zoning:</b>		R-5 (Residential 5 du/ac)		
<b>Surrounding Zoning:</b>	<b>North</b>	R-4 (Residential 4 du/ac)		
	<b>South</b>	R-5 (Residential 5 du/ac)		
	<b>East</b>	R-5 (Residential 5 du/ac)		
	<b>West</b>	R-5 (Residential 5 du/ac)		
<b>Future Land Use Designation:</b>		Residential Medium (4-8 du/ac)		
<b>Zoning within density range?</b>		X	<b>Yes</b>	<b>No</b>

**ANALYSIS:**

1. Background:

The 6.80 acre JR Enclave Annexation consists of one (1) parcel, located at 247 Arlington Drive. The JR Enclave was enclaved by the Charlesworth Annexation on July 9, 2006. The property is in agricultural production and is zoned County RSF-4 (Residential Single Family 4 du/ac). 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). The Blended Residential Map was adopted as part of the 2010 Comprehensive Plan and “allows an appropriate mix of density for a specific area without being limited to a specific land use designation” (Comprehensive Plan Page 36).

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. The proposed zoning of R-5 (Residential 5 du/ac) conforms to the Comprehensive Plan - Blended Residential Map, which has designated the property as Residential Medium (4-16 du/ac).

2. Grand Junction Municipal Code – Chapter 21.02 – Administration and Procedures:

Section 21.02.160(f) of the Grand Junction Municipal Code states:

“Land annexed to the City shall be zoned in accordance with GJMC 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 – 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 City and County adopted a joint Comprehensive Plan for land within the Urban Development Area. This plan anticipates a density of four (4) to sixteen (16) dwelling units per acre (du/ac) for this property.

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:** While the property remains in agricultural production, the surrounding properties have been developed or were planned to be developed into residential subdivisions.

The property is bordered by the Durango Acres subdivision on the north, which was platted in 2002 and 2003 and is zoned R-4. The Arrowhead Acres II subdivision, platted beginning in 1999 through 2002, borders the property on the east and is zoned R-5. A proposed subdivision, High Meadows, was granted Preliminary Plan approval on January 13, 2009 and borders the south and west of the property. The High Meadows property is also zoned R-5. The proposed R-5 zone district, therefore, would be consistent with the majority of the surrounding single-family subdivisions.

The Comprehensive Plan, adopted in 2010, identifies through the Blended Residential Map an increase in residential density west of 28 ½ Road, which includes the enclaved property.

Until residential development occurs, agricultural use of the property can continue as a legal nonconforming use, including the keeping of agricultural animals pursuant to Section 21.04.030(a) of the Grand Junction Municipal Code. The owner has provided evidence of existing agricultural use prior to annexation. Refer to the letter from the owner attached to this report, as well as correspondence with a citizen about the continued agricultural use.

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

**Response:** The adjacent neighborhood is already served by public utilities, including sanitary sewer, domestic water, irrigation water, electric, gas, telecommunications, streets, etc. Extensions of these services to future development would be concurrent with that development. The City already provides services, such as police and fire protection, in the developed subdivisions surrounding the enclaved area.

Commercial uses, including a supermarket, restaurant(s), other retail and office uses, and a library are located along US Highway 50 at the intersection of 27 <sup>3</sup>/<sub>4</sub> Road, approximately <sup>1</sup>/<sub>2</sub> mile from the enclaved property.

(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 the adjacent properties. With the exception of the proposed subdivision to the south and west (High Meadows) that has not yet developed, there is no other similarly designated lands available west of 28 <sup>1</sup>/<sub>2</sub> Road between Unawep and US Highway 50.

(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 in anticipation of future development.

Alternatives: The following zone districts would also be consistent with the Comprehensive Plan – Blended Residential Map designation 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)

#### PLANNING COMMISSION RECOMMENDATION:

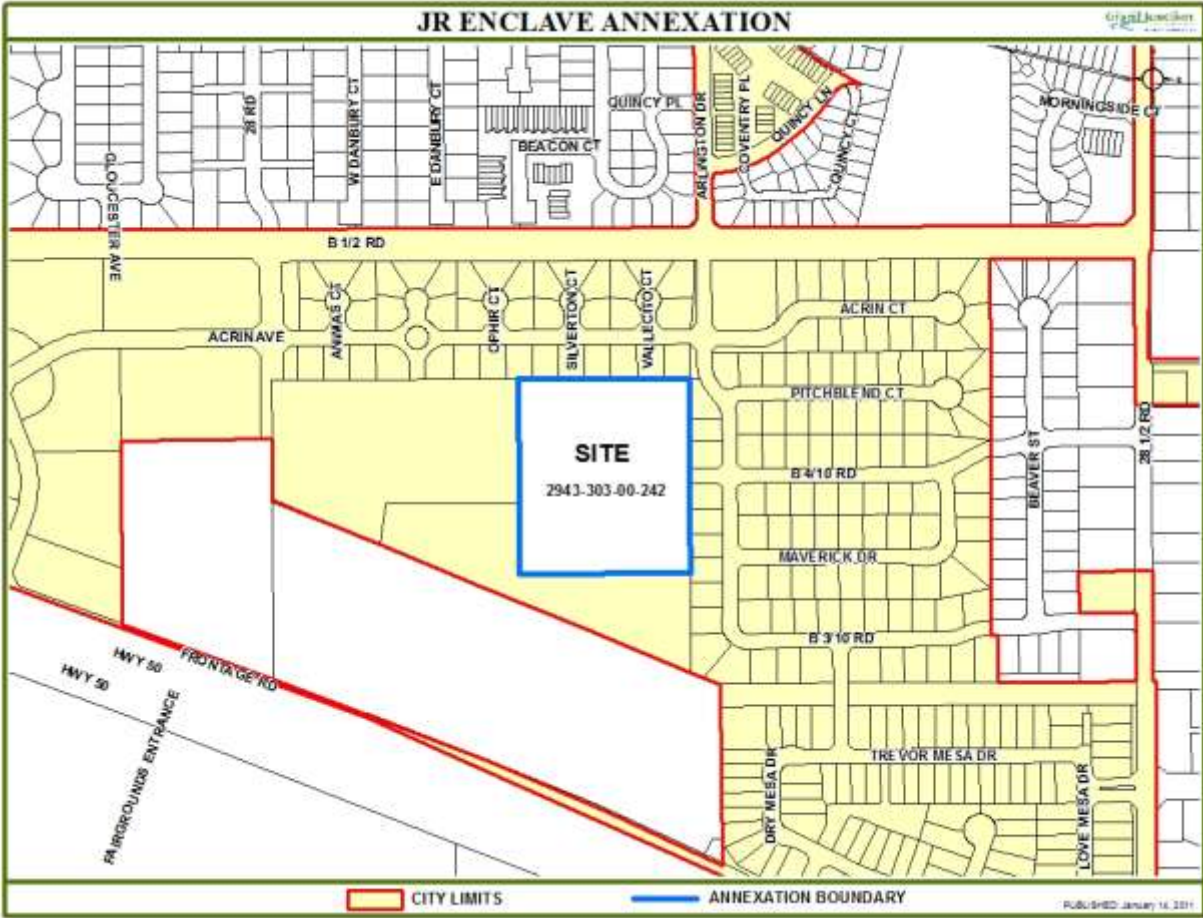
After reviewing the JR Enclave Annexation, ANX-2011-755, for a Zone of Annexation, the Planning Commission made the following findings of fact and conclusions:



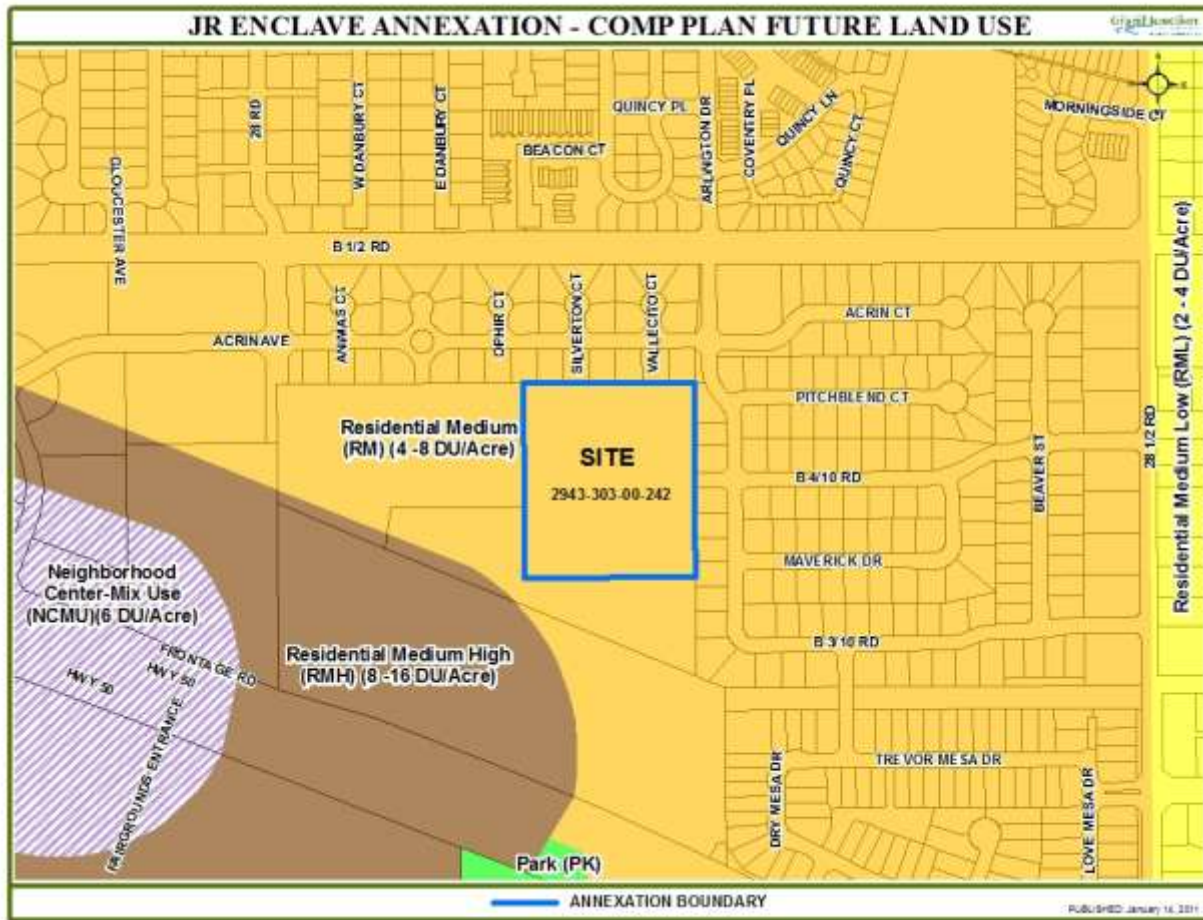
1. The R-5 (Residential 5 du/ac) zone district is consistent with the goals and policies of the Comprehensive Plan.
2. The review criteria in Section 21.02.140 of the Grand Junction Municipal Code have all been met.

If the Council chooses to not approve the request and instead approves one of the alternative zone designations, specific alternative findings must be made as to why the Council is approving an alternative zone designation.

# ANNEXATION MAP



# FUTURE LAND USE MAP

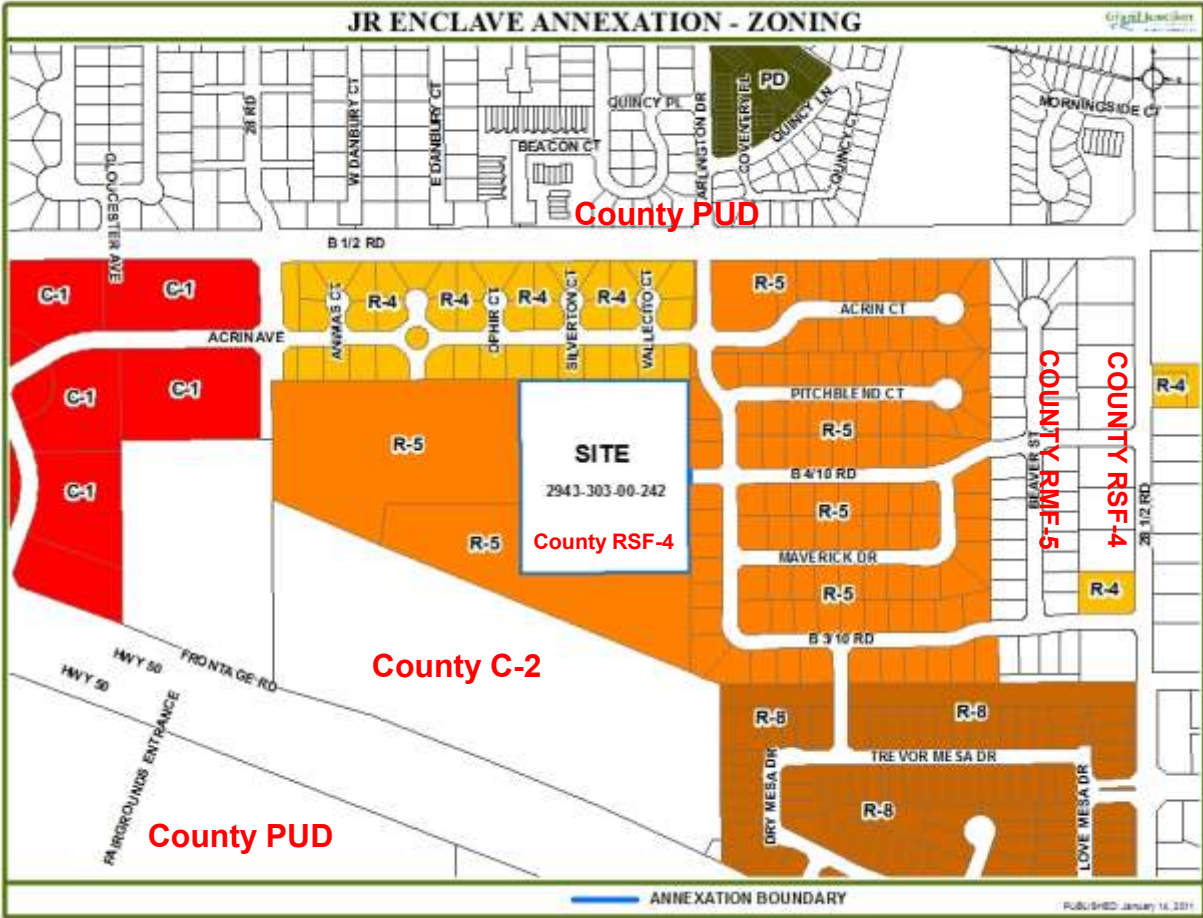


# BLENDED RESIDENTIAL MAP



**Note:** The Blended Residential Map designates the area as Residential Medium (4-16 du/ac). The Blended Residential Map was adopted as part of the 2010 Comprehensive Plan and “allows an appropriate mix of density for a specific area without being limited to a specific land use designation” (Comprehensive Plan Page 36).

# EXISTING CITY / COUNTY ZONING MAP



6-1-11

James D. Rinderle Dorothy Rinderle  
247 Arlington Drive  
Grand Junction, Colorado 81503

We would like to inform person or persons of our farming/agricultural operation at 247 Arlington Drive. We purchased the property in 1994 and built our home. We have always raised livestock and alfalfa hay and have an agricultural land use status.

As the subdivisions surrounded our property, we scaled back our year round animal production into one that accommodated a more neighborhood friendly area.

We have approximately 5 acres in alfalfa hay. We just put in a new field this spring.

We typically have 6-8 steers from September through April. Instead of mother/calf pairs (as in the past) we feed steers out and sell the meat.

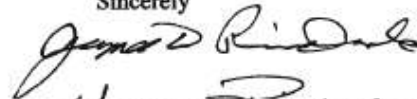
We raise 5-8 wiener pigs and feed them out and sell the meat.

We currently have 33 chickens and sell the fresh eggs.

We have six honey bee hives on the property. We sell the local honey.

We sell the bales of hay as they come off the field and keep enough to either feed out our animals or pasture the animals in the field. As the field is new this year we will not put them in the field and use more of our own hay.

Sincerely



James D. Rinderle

Dorothy Rinderle

RECEIVED

JUN 01 2011

COMMUNITY DEVELOPMENT  
DEPT.

**Brian Rusche - Re: ANX-2011-755 JR enclave Annexation - 247 Arlington Dr**

---

**From:** Brian Rusche  
**To:** BobNancyBabcox@aol.com; jrinderle9411@msn.com  
**Date:** 6/9/2011 8:40 AM  
**Subject:** Re: ANX-2011-755 JR endave Annexation - 247 Arlington Dr  
**CC:** mummyface@aol.com; ombcgjpastor@live.com  
**Attachments:** JR Enclave - PC Zoning.docx

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Mr. Babcox,

Thank you for your comments on the proposed annexation. I will relay them to the Planning Commission, along with this response.

The subject property is considered an enclave, which means it is entirely surrounded by the City limits. As you note, the provision of services in an orderly and consistent manner is a primary reason that State law permits and the Persigo agreement requires the annexation of enclaved properties.

The Comprehensive Plan, adopted by both the City of Grand Junction and Mesa County, anticipates that the subject property will ultimately become residential. In order to provide consistency in development standards, it is recommended that the property be zoned R-5 (Residential 5 du/ac).

However, the existing use of the property may remain. I have met with Mr. Rinderle and discussed his current operation, which would remain a legal nonconforming use upon annexation. The use may continue so long as it is not significantly altered or discontinued for more than 12 months. The ownership of the property does not matter, so long as the use continues.

For your information, I have attached a copy of the staff report to be presented to the Planning Commission. The Planning Commission will consider the request and make a recommendation to City Council, who will also consider the request and make a final decision.

Thank you again for your comments. If you have any questions, please contact me.

Sincerely,

Brian Rusche  
Senior Planner  
City of Grand Junction  
Public Works and Planning  
(970) 256-4058

>>> <BobNancyBabcox@aol.com> 6/6/2011 2:33 PM >>>  
Mr Rusche:

I received the notice about the annexation of 247 Arlington. I am concerned that the city wishes to annex this working farm, as President of the Homeowners Association for Arrowhead Acers II. Which is the neighbors directly to the east of this working farm.

My concern is simple the annexation while maybe necessary for emergency response, it is not necessary to change the farms zoning to anything other then Agricultural. The Rinderle farm was in operation years before

any of the homes were built, that now border it on two sides. The farm owners have been exceptional neighbors cooperating not only with the builders to avoid future conflicts, they have worked with both associations to clear up any present conflicts. While the farm owners have been exception neighbors to us the favor has not always been returned. For example neighbors to the North have made it almost a habit to flood him out with over watering of their yards. Neighbors to the east have thrown their animal waste into his alfalfa field. Both of the examples I have witnessed personally. When another farmer who recently sold out was caught stealing water from our sub-division he joined with Arrow Head Acers in filing a civil suit against the other farmer. In addition several of the people in both sub-divisions have benefited from the fruits of the Labors provided by this working farm (*ie purchasing beef and pork, fresh eggs, and honey*).

On a more practical side the city continues to grow like a cancer devouring the small farms in its wake, to what end. Do we have a better quality of life? No the price of food only continues to rise due in part to longer transportation costs since farms have been forced, to either sell or just go out of business. What are the advantages of this annexation for the city at this point? None! There will be no building on the property as evidenced by the Subdivision to the south, that is approximately 25 percent complete with not new construction plans in the foreseeable future and most of the finished units either empty or in foreclosure. So why do we need another vacant lot in the city limits? We do not! Why would we want to put another farmer out of business? We Should not! While I understand this vast majority of the changes proposed would have no effect on the current owners and would allow them to continue to operate. As they would be grand fathered and can continue to operate as outlined by a US Supreme court ruling. However, as you have proposed he could not sell his farm as an operating farm, since the grand fathering would end with him and his children. This of course places the owners in a position to lose money as a result should they decide to sell in the future.

It is my sincere desire as elected representative of the Arrowhead Acers Home Owners Association which has 108 active members. We would like to see the Rinderle farm be annexed as agricultural thus speaking to a future that tells people of Grand Junction are Agra Friendly!

It is regrettable I can not attend the meeting personally as I have a prior engagement in Phoenix that I must attend. However, I will attempt to have my wife Nancy represent me at this meeting. If per chance she can not I pray this letter will corvo as notice, of our intent and desire as tax payers of this city.

God bless,

Rev. Robert Babcox



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**LOCATED AT 247 ARLINGTON DRIVE**

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 JR Enclave Annexation to the R-5 (Residential 5 du/ac) zone district, finding conformance with the recommended land use category as shown on the Blended Residential 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):

**JR ENCLAVE ANNEXATION**

A certain parcel of land lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being bounded as follows:

Bounded on the South and West by the Charlesworth Annexation, City of Grand Junction Ordinance 3902, as same is recorded in Book 4187, Page 71, Public Records of Mesa County, Colorado; Bounded on the North by the Rinderle Annexation, City of Grand Junction Ordinance 3411, as same is recorded in Book 3073, Page 654, Public Records of Mesa County, Colorado and Bounded on the East by the Arrowhead Acres Annexation No. 2, City of Grand Junction Ordinance 3117, as same is recorded in Book 2575, Page 337, Public Records of Mesa County, Colorado.

CONTAINING 296,288 Square Feet or 6.80 Acres, more or less, as described.

**INTRODUCED** on first reading the \_\_\_\_ day of \_\_\_\_\_, 2011 and ordered published in pamphlet form.

**PASSED and ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2011 and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk



Date: Wednesday, June 22, 2011

Author: Lori V. Bowers

Title/ Phone Ext: Senior Planner /  
Ext 4033

Proposed Schedule: 1<sup>st</sup> Reading  
Wednesday, July 6, 2011

2nd Reading

Wednesday, July 20, 2011

## **CITY COUNCIL AGENDA ITEM**

### **Attach 10**

### **Setting a Hearing on Zoning the Crossroads United Methodist Annexation**

<b>Subject:</b> Zoning the Crossroads United Methodist Annexation, Located at 599 30 Road
<b>File #:</b> ANX-2011-712
<b>Presenters Name &amp; Title:</b> Lori V. Bowers, Senior Planner

### **Executive Summary:**

Request to zone the 3.90 acre Crossroads United Methodist Annexation, located at 599 30 Road, to R-4 (Residential – 4 du/ac).

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

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

Annexations initiated by the Persigo Agreement are consistent with the Comprehensive Plan.

### **Action Requested/Recommendation:**

Introduce a Proposed Ordinance and Set a Public Hearing for July 20, 2011.

### **Board or Committee Recommendation:**

The Planning Commission recommended approval to the City Council at their meeting of June 14, 2011.

### **Background, Analysis and Options:**

See attached Staff Report/Background Information

### **Financial Impact/Budget:**

N/A

**Legal issues:**

N/A

**Other issues:**

N/A

**Previously presented or discussed:**

Land Use Jurisdiction was obtained on June 1, 2011.

**Attachments:**

1. Staff report/Background information
2. Annexation - Site Location Map / Aerial Photo Map
3. Future Land Use Map / Existing City and County Zoning Map
4. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
<b>Location:</b>		2599 30 Road	
<b>Applicants:</b>		Crossroads United Methodist Church, owner; Anthony Serpa, representative.	
<b>Existing Land Use:</b>		Church	
<b>Proposed Land Use:</b>		Addition of a stealth cellular tower/light pole	
<b>Surrounding Land Use:</b>	<b>North</b>	Rite Aid	
	<b>South</b>	Residential	
	<b>East</b>	Residential	
	<b>West</b>	Residential	
<b>Existing Zoning:</b>		County RSF-4	
<b>Proposed Zoning:</b>		R-4 (Residential – 4 du/ac)	
<b>Surrounding Zoning:</b>	<b>North</b>	PD (Planned Development) and County RSF-4	
	<b>South</b>	County RSF-4	
	<b>East</b>	County RSF-4	
	<b>West</b>	County PUD	
<b>Future Land Use Designation:</b>		Residential Medium (4 – 8 du/ac)	
<b>Zoning within density range?</b>	<b>X</b>	<b>Yes</b>	<b>No</b>

**Staff Analysis:**

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

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

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

Response: The property is being annexed into the City due to the Persigo Agreement.

(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 and the condition of the area has not changed. The requested zoning of R-4 is similar to the current County zoning of RSF-4.

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

Response: Adequate public facilities and services are currently available to the site.

(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 zoning request is in conjunction with an annexation request. Therefore this criterion is not applicable.

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

Response: The proposed amendment will meet the goals of the Comprehensive Plan thereby benefiting the community with continuity and conformance.

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

- a. R-5 (Residential 5 du/ac)
- b. R-8 (Residential 8 du/ac)
- c. R-12 (Residential 12 du/ac)
- d. 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 requested zone of annexation to the City Council, finding the zoning to the R-4 district to be consistent with the Comprehensive Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

# Annexation - Site Location Map

599 30 Road



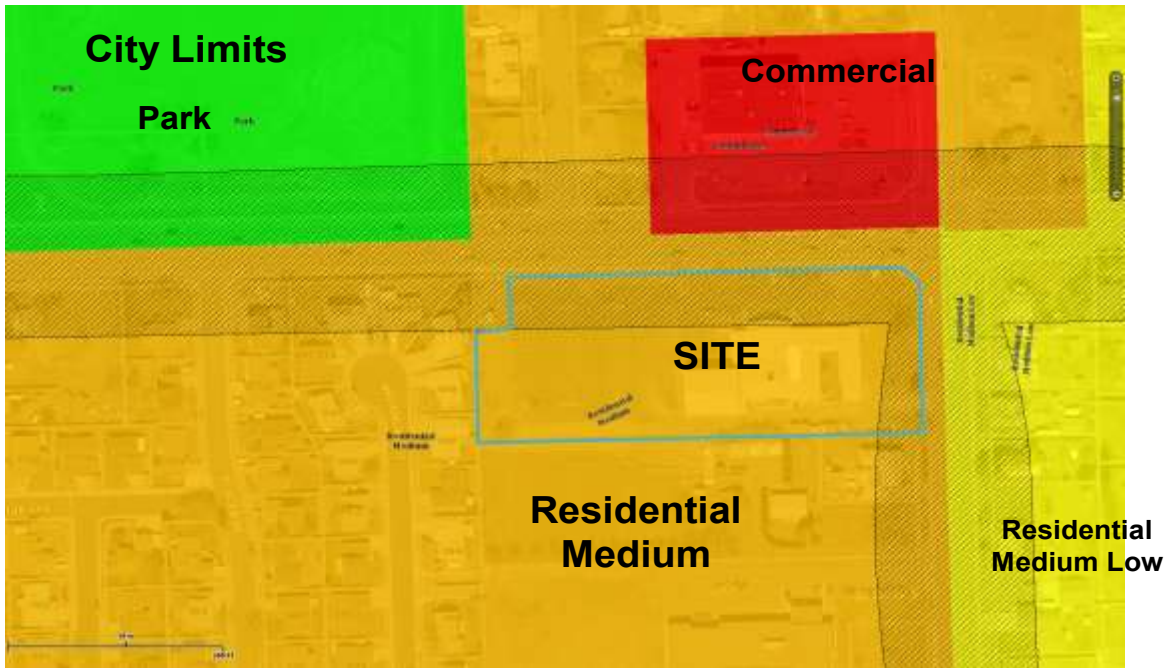
# Aerial Photo Map

599 30 Road



# Comprehensive Plan Map

599 30 Road



# Existing City and County Zoning Map

599 30 Road





BLENDED RESIDENTIAL MAP



SITE

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE CROSSROADS UNITED METHODIST ANNEXATION  
TO R-4 (RESIDENTIAL – 4 DU/AC)**

**LOCATED AT 599 30 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 Crossroads United Methodist Annexation to the R-4 (Residential – 4 du/ac) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 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-4 (Residential – 4 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-4 (Residential – 4 du/ac).

**CROSSROADS UNITED METHODIST ANNEXATION**

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 8 and the Northwest Quarter (NW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 8 and assuming the North line of the NE 1/4 of said Section 8 bears N 89°58'34" E with all other bearings contained herein being relative thereto; thence S 00°06'07" E along the East line of the NE 1/4 of said Section 8, a distance of 50.00 feet to the Point of Beginning; thence from said Point of Beginning, S 89°55'10" E along a line 50.00 feet South of and parallel with the North line of the NW 1/4 of said Section 9, a distance of 65.00 feet; thence S 44°59'20" W a distance of 35.30 feet; thence S 00°06'07" E along the East right of way for 30 Road, being a line 40.00 feet East of and parallel with, the West line of the NW 1/4 of said Section 9, a distance of 222.93 feet; thence S 89°58'34" W along the South line of the North 298.0 feet of said Section 8, a distance of 700.71 feet to a point on the East line of Sunny Meadows Subdivision, as same is recorded in Plat Book 13, Page 50, Public Records of Mesa County, Colorado; thence N 00°06'19" W along the East line of

said Sunny Meadows Subdivision, a distance of 168.00 feet; thence N 89°58'36" E, along the South line of that certain parcel of land described in Book 1284, Page 168, Public Records of Mesa County, Colorado, a distance of 50.00 feet; thence N 00°06'20" W along the East line of said parcel, a distance of 80.00 feet to a point on the South line of Patterson Road (F Road); thence N 89°58'34" E along the South line of said Patterson Road, being a line 50.00 feet South of and parallel with the North line of the NE 1/4 of said Section 8, a distance of 610.72 feet, more or less, to the Point of Beginning.

CONTAINING 170,089 Square Feet or 3.90 Acres, more or less, as described.

**INTRODUCED** on first reading the \_\_\_ day of \_\_\_, 2011 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2011 and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk



Date: June 29, 2011  
 Author: Scott D. Peterson  
 Title/ Phone Ext: Senior  
Planner/1447  
 Proposed Schedule: July 6, 2011  
 2nd Reading  
 (if applicable): July 20, 2011

**CITY COUNCIL AGENDA ITEM**

**Attach 11  
 Setting a Hearing on Zoning the Hatch  
 Annexation**

<b>Subject:</b> Hatch Zone(s) of Annexation, Located at 2063 S. Broadway
<b>File #:</b> ANX-2011-698
<b>Presenters Name &amp; Title:</b> Scott D. Peterson, Senior Planner

**Executive Summary:**

Request to zone the 4.39 acre Hatch Annexation that will consist of two (2) parcels located at 2063 S. Broadway to an R-12 (Residential – 12 du/ac) and B-1, (Neighborhood Business) zone district in anticipation of future residential and optional small commercial development.

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

The proposed zone(s) of annexation meets with Goals 3 and 5 of the Comprehensive Plan by creating the potential for a broader mix of housing types in the community and creating balanced and future growth spread within the community.

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

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

**Action Requested/Recommendation:**

Introduce a Proposed Ordinance and Set a Public Hearing for July 20, 2011.

**Board or Committee Recommendation:**

The Planning Commission recommended approval of the requested Zone(s) of Annexation at their June 28, 2011 meeting.

**Background, Analysis and Options:**

See attached Staff Report.

**Financial Impact/Budget:**

N/A.

**Legal issues:**

N/A.

**Other issues:**

None.

**Previously presented or discussed:**

City Council approved the Hatch Annexation at their June 13, 2011 meeting.

**Attachments:**

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

<b>STAFF REPORT / BACKGROUND INFORMATION</b>				
<b>Location:</b>		2063 S. Broadway		
<b>Applicants:</b>		Robert C. and Suzanne M. Hatch		
<b>Existing Land Use:</b>		Vacant land and the “old Beach property”		
<b>Proposed Land Use:</b>		Two-Family and Multi-Family Residential and potential small Commercial Development		
<b>Surrounding Land Use:</b>	<b>North</b>	Driving range for Tiara Rado Golf Course		
	<b>South</b>	10 <sup>th</sup> Hole at Tiara Rado Golf Course		
	<b>East</b>	Residential subdivision – Fairway Villas		
	<b>West</b>	Clubhouse for Tiara Rado Golf Course and Six Single-Family Attached Dwelling Units		
<b>Existing Zoning:</b>		County PUD, (Planned Unit Development)		
<b>Proposed Zoning:</b>		R-12, (Residential – 12 du/ac) and B-1, (Neighborhood Business)		
<b>Surrounding Zoning:</b>	<b>North</b>	City CSR, (Community Services and Recreation)		
	<b>South</b>	City CSR, (Community Services and Recreation)		
	<b>East</b>	City PD, (Planned Development)		
	<b>West</b>	City CSR, (Community Services and Recreation) and County PUD, (Planned Unit Development)		
<b>Future Land Use Designation:</b>		Residential Medium High (8 – 16 du/ac) and Commercial		
<b>Zoning within density range?</b>		X	<b>Yes</b>	<b>No</b>

### 1. Background:

The 4.39 acre Hatch Annexation currently consists of five (5) parcels of land located at 2063 S. Broadway. The 5 parcels will become two (2) platted parcels upon review and approval of the submitted Simple Subdivision Plat application (City file # SSU-2011-732), the boundary of which will generally follow the existing Comprehensive Plan Future Land Use boundary. The property owners have requested annexation into the City with zoning designations of R-12, (Residential – 12 du/ac) and B-1, (Neighborhood Business). Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City. The properties are split by two different Comprehensive Plan Future Land Use Map designations -- Residential Medium High (8 – 16 du/ac) and Commercial. Therefore the applicant requests two (2) separate zoning designations on the property in order to implement the Comprehensive Plan.

The applicants, Robert and Suzanne Hatch, propose to develop the existing five (5) parcels of land for a residential subdivision/condominium development that will be named “Vistas at Tiara Rado” and will consist of 39 dwelling units constructed in two (2) phases, as proposed in City file # SPN-2011-711. First phase (1.23 +/- acres) will be a

total of five (5) buildings containing 10 dwelling units (two-family dwellings). The second phase (3.16 +/- acres) will be a total of 29 multi-family dwelling units constructed in two (2) buildings. Proposed density will be 8.1 dwelling units an acre for Phase I and 9.1 dwelling units an acre for Phase 2. The applicants are requesting a B-1, (Neighborhood Business) zoning designation for Phase 2 in order to comply with the Comprehensive Plan Future Land Use Map designation of Commercial while accommodating their proposed use of multi-family residential development. No commercial development is proposed by the applicants at this time, but the zoning proposed by the applicants leaves that option as a possibility in the future. The purpose of the B-1 zoning district is to provide small areas for office and professional services combined with limited retail uses, designed in scale with surrounding residential uses.

Under the 1998 Persigo Agreement with Mesa County, the City shall zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City's Comprehensive Plan Future Land Use Map. The proposed zoning of R-12, (Residential – 12 du/ac) and B-1, (Neighborhood Business) conforms to the Future Land Use Map, which has designated the properties as Residential Medium High (8 – 16 du/ac) and Commercial.

**2. Section 21.02.160 and Section 21.02.140 of the Grand Junction Municipal Code:**

Zone of Annexation: The requested zone of annexation to the R-12, (Residential – 12 du/ac) and the B-1, (Neighborhood Business) zone districts are consistent with the Comprehensive Plan designation of Residential Medium High (8 – 16 du/ac) and Commercial. The existing County zoning is PUD, (Planned Unit Development). Section 21.02.160 GJMC states that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Generally, future development should be at a density equal to or greater than the allowed density of the applicable County zoning district. The request is consistent with the Comprehensive Plan Future Land Use Map designations for the area.

In order for a rezoning to occur, the applicant must establish one or more of the following criteria from Section 21.02.140 GJMC:

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

**Response:** The existing five (5) parcels of land are currently designated as Residential Medium High (8 – 16 du/ac) and Commercial on the Comprehensive Plan Future Land Use Map. The proposed zoning of R-12 and B-1 are consistent with these Comprehensive Plan designations. Since the property was originally zoned, a new Comprehensive Plan has been adopted and the requested zoning implements the Comprehensive Plan. Otherwise, this criterion does not apply.

- (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 and/or condition of the area have not changed. The 1996 Growth Plan Future Land Use Map indicated these properties as Residential Medium High (8 -12 du/ac) and Commercial. Therefore, the proposed zoning of R-12 and B-1 is consistent with the former and current Future Land Use Map designations.

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

**Response:** Adequate public facilities and services are currently available to the properties to serve the proposed residential and potential small commercial land uses. Sewer is currently stubbed to the property and Ute water is also stubbed to the property with both available in S. Broadway/20 ½ 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 zoning request is in conjunction with the annexation request, and the request is also in conformance with the Comprehensive Plan Future Land Use Map designations, therefore this criterion is not applicable.

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

**Response:** The proposed zoning is in conformance with Goals 3 and 5 from the Comprehensive Plan by creating the potential for a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages and also creating ordered and balanced growth spread throughout the community. The amendment creates the potential for mixed use in the area, which will benefit the community as described in the Comprehensive Plan.

Alternatives: In addition to the zoning that the petitioner has requested, the following zone district(s) would also be consistent with the Comprehensive Plan designation for the subject properties.

#### Residential Medium High (8 – 16 du/ac)

- a. R-8, (Residential – 8 du/ac)
- b. R-16, (Residential – 16 du/ac)
- c. R-O, (Residential – Office)
- d. R-24, (Residential – 24 du/ac)
- e. MXR, (Mixed Use Residential)
- f. MXG, (Mixed Use General)

#### Commercial

- a. C-1, (Light Commercial)
- b. C-2, (General Commercial)

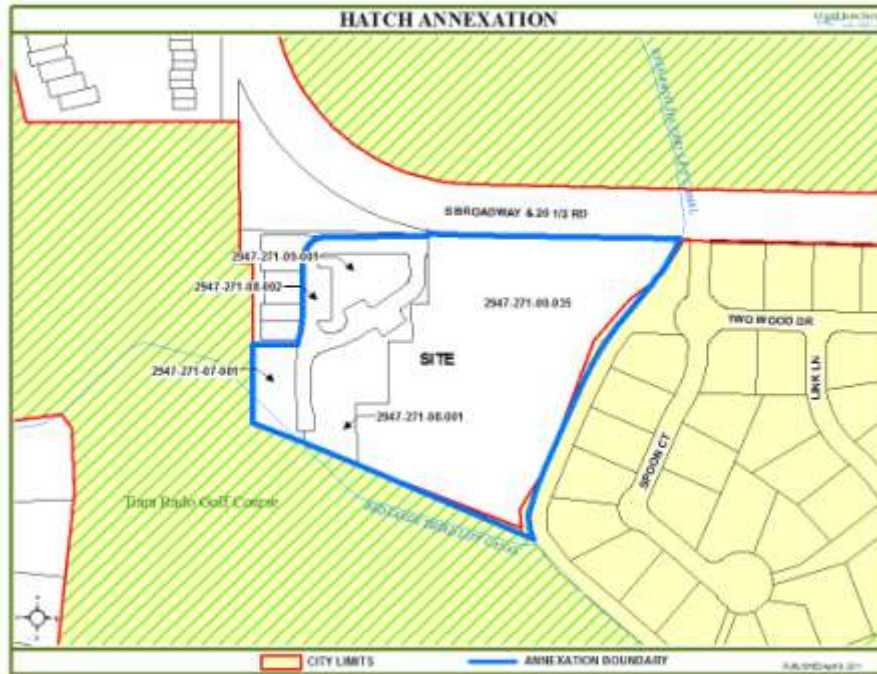


- c. I-O, (Industrial Office)
- d. R-O, (Residential Office)

The Planning Commission recommends the R-12 and B-1 zone designations. If the City Council chooses to approve one of the alternative zone designations, specific alternative findings must be made as to why the City Council is approving an alternative zone designation.

# Site Location Map

Figure 1



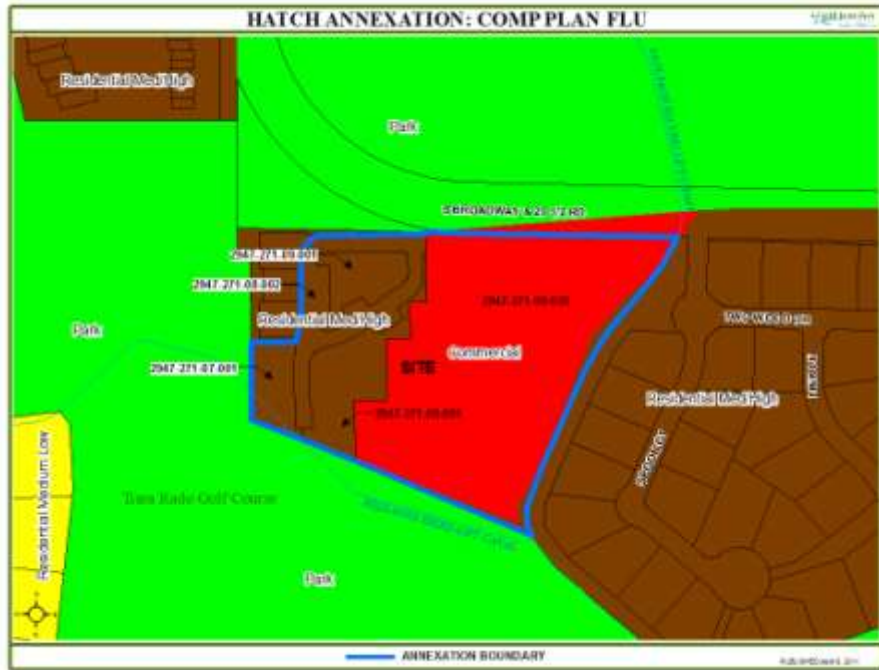
# Aerial Photo Map

Figure 2



# Comprehensive Plan

Figure 3



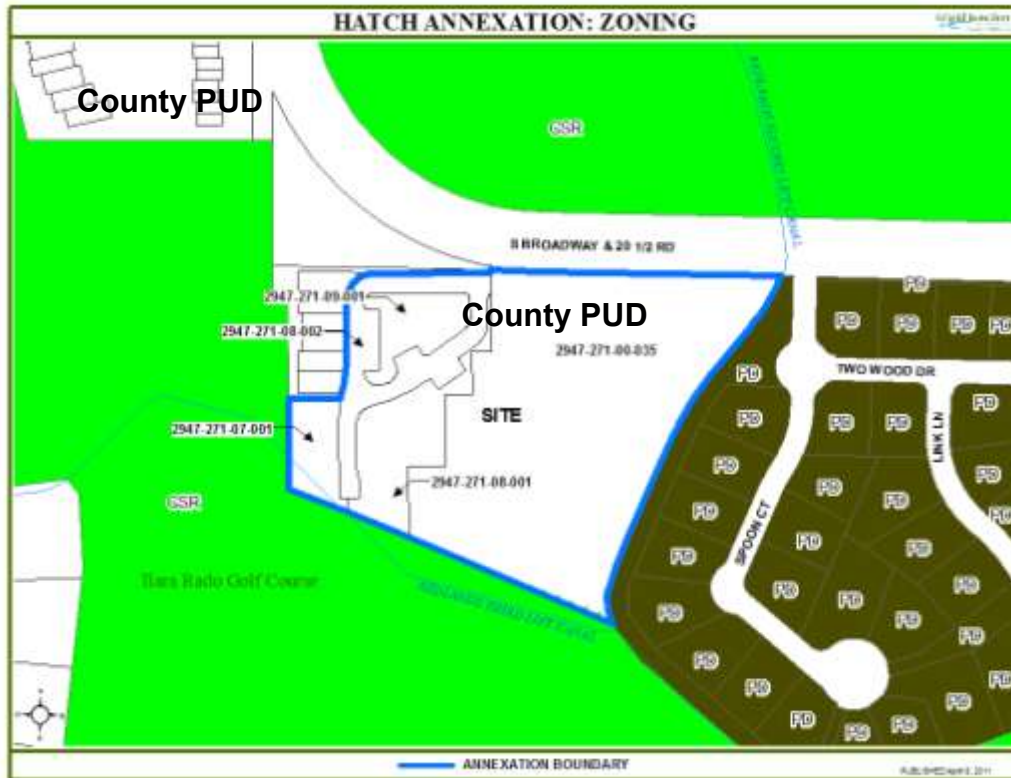
# Blended Residential Map

Figure 4



# Existing City and County Zoning

Figure 5



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE HATCH ANNEXATION  
TO R-12, (RESIDENTIAL – 12 DU/AC) AND B-1, (NEIGHBORHOOD BUSINESS)**

**LOCATED AT 2063 S. BROADWAY**

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 Hatch Annexation to the R-12, (Residential – 12 du/ac) and the B-1, (Neighborhood Business) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone districts meet the criteria found in Sections 21.02.140 and Section 21.02.160 of the Grand Junction Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the R-12, (Residential – 12 du/ac) and the B-1, (Neighborhood Business) zone districts are in conformance with the stated criteria of Sections 21.02.140 and Section 22.02.160 of the Grand Junction Zoning and Development Code.

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

**HATCH ANNEXATION**

The following property be zoned R-12, (Residential – 12 du/ac).

That real property being a portion of all of Replat of The Fairway, EXCEPT Lots 1-6 and Tract A of Block One, as recorded at Plat Book 13, Page 243, Mesa County records and an unplatted parcel being located in part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 27, Township 11 South, Range 101 West of the 6th Principal Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

Commencing at the Northwest corner of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 27, whence the Northeast corner of said NW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 27 bears South 88°20'02" East, a distance of 1329.43 feet for a basis of bearings, with all bearings contained herein relative thereto; thence, along the North line of said NW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 27, South 88°20'02" East, a distance of 292.86 feet; thence South 00°03'39" East, a distance of 4.00 feet; thence North 89°44'02" West, a distance of 15.09 feet to the POINT OF BEGINNING; thence South 00°15'58" West, a distance of 119.31 feet; thence North 89°44'02" West, a distance of 12.56 feet; thence South 28°43'43" West, a distance of 45.24 feet; thence

North 90°00'00" West, a distance of 24.51 feet; thence South 00°00'00" East, a distance of 26.56 feet; thence South 28°02'14" West, a distance of 82.36 feet; thence South 21°56'58" West, a distance of 87.46 feet; thence North 68°03'02" West, a distance of 138.21 feet; thence North 00°14'58" East, a distance of 121.69 feet; thence South 89°44'02" East, a distance of 70.55 feet; thence along a non-tangent curve to the right, having a delta angle of 04°28'40", a radius of 212.58 feet, an arc length of 16.61 feet, a chord length of 16.61 feet, and a chord bearing of North 11°28'32" East; thence with a reverse curve to the left, having a delta angle of 13°26'54", a radius of 188.58 feet, an arc length of 44.26 feet, a chord length of 44.16 feet, and a chord bearing of North 06°59'25" East; thence North 00°15'58" East, a distance of 70.00 feet; thence along a curve to the right, having a delta angle of 90°00'03", a radius of 37.00 feet, an arc length of 58.12 feet, a chord length of 52.33 feet, and a chord bearing of North 45°16'00" East; thence South 89°44'02" East, a distance of 141.71 feet to the POINT OF BEGINNING.

Said parcel having an area of 1.232 Acres, as described.

The following property be zoned B-1, (Neighborhood Business).

That real property being a portion of all of Replat of The Fairway, EXCEPT Lots 1-6 and Tract A of Block One, as recorded at Plat Book 13, Page 243, Mesa County records and an unplatted parcel being located in part of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 27, Township 11 South, Range 101 West of the 6th Principal Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

Commencing at the Northwest corner of the NW¼ NE¼ Section 27, whence the Northeast corner of said NW¼ NE¼ Section 27 bears South 88°20'02" East, a distance of 1329.43 feet for a basis of bearings, with all bearings contained herein relative thereto; thence, along the North line of said NW¼ NE¼ Section 27, South 88°20'02" East, a distance of 292.86 feet to the POINT OF BEGINNING; thence South 88°20'02" East, a distance of 390.02 feet, along the North line of said NW¼ NE¼ Section 27, to a point on the centerline of the Redlands Mesa 2nd Lift Canal; thence along the centerline of said Redlands Mesa 2nd Lift Canal the following twenty-two (22) courses: (1) thence South 19°03'29" West, a distance of 6.62 feet; (2) thence along a curve to the right, having a delta angle of 10°07'54", a radius of 50.00 feet, an arc length of 8.84 feet, a chord length of 8.83 feet, and a chord bearing of South 24°07'17" West; (3) thence South 29°11'05" West, a distance of 23.17 feet; (4) thence along a curve to the right, having a delta angle of 7°15'17", a radius of 75.00 feet, an arc length of 9.50 feet, a chord length of 9.49 feet, and a chord bearing of South 32°48'38" West; (5) thence South 36°26'11" West, a distance of 18.10 feet; (6) thence along a curve to the right, having a delta angle of 03°27'01", a radius of 240.00 feet, an arc length of 14.45 feet, a chord length of 14.45 feet, and a chord bearing of South 38°09'41" West; (7) thence South 39°53'12" West, a distance of 73.37 feet; (8) thence along a curve to the left, having a delta angle of 03°04'57", a radius of 240.00 feet, an arc length of 12.91 feet, a chord length of 12.91 feet, and a chord bearing of South 38°20'43" West; (9) thence South 36°48'15" West, a distance of 28.54 feet; (10) thence along a curve to the left, having a delta angle of 06°54'26", a radius of 125.00 feet, an arc length of 15.07 feet, a chord length of 15.06 feet, and a chord bearing of South 33°21'01" West; (11) thence South 29°53'48" West, a distance of 32.78 feet; (12) thence along a curve to the left, having a delta angle of 03°59'19", a radius of 200.00 feet, an arc length of 13.92 feet, a chord length of 13.92 feet, and a chord bearing of South 27°54'11" West; (13) thence South 25°54'34" West, a distance of 35.54 feet; (14) thence along a curve to the left, having a delta angle of 02°04'48", a radius of 100.00 feet, an arc length of 3.63 feet, a chord length of 3.63 feet, and a

chord bearing of South 24°52'08" West; (15) thence South 23°49'41" West, a distance of 115.73 feet; (16) thence South 23°04'27" West, a distance of 35.45 feet; (17) thence along a curve to the left, having a delta angle of 04°30'58", a radius of 50.00 feet, an arc length of 3.94 feet, a chord length of 3.94 feet, and a chord bearing of South 20°48'57" West; (18) thence South 18°33'27" West, a distance of 32.34 feet; (19) thence along a curve to the left, having a delta angle of 18°28'19", a radius of 30.00 feet, an arc length of 9.67 feet, a chord length of 9.63 feet, and a chord bearing of South 09°19'11" West; (20) thence South 00°04'54" West, a distance of 13.57 feet; (21) thence along a non-tangent curve to the left, having a delta angle of 12°14'47", a radius of 30.00 feet, an arc length of 6.41 feet, a chord length of 6.40 feet, and a chord bearing of South 09°07'50" East; (22) thence South 18°20'35" East, a distance of 5.51 feet; thence North 68°03'02" West, a distance of 325.93 feet; thence North 21°56'58" East, a distance of 87.46 feet; thence North 28°02'14" East, a distance of 82.36 feet; thence North 00°00'00" East, a distance of 26.56 feet; thence North 90°00'00" East, a distance of 24.51 feet; thence North 28°43'43" East, a distance of 45.24 feet; thence South 89°44'02" East, a distance of 12.56 feet; thence North 00°15'58" East, a distance of 119.31 feet; thence South 89°44'02" East, a distance of 15.09 feet; thence North 00°03'39" West, a distance of 4.00 feet to the POINT OF BEGINNING.

Said parcel having an area of 3.163 Acres, as described.

**INTRODUCED** on first reading the \_\_\_ day of \_\_\_\_\_, 2011 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2011 and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk



Date: June 20, 2011

Author: Senta Costello

Title/ Phone Ext: Senior Planner  
x 1442

Proposed Schedule: July 6, 2011

2nd Reading

(if applicable): N/A

## CITY COUNCIL AGENDA ITEM

### Attach 12

### Golf Fence Installations at Chipeta Golf Course

<b>Subject:</b> Golf Fence Installations at Chipeta Golf Course for Four Properties Located on Fairway View Drive
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<b>File # (if applicable):</b> SPT-2011-850, 851, 852 and 853
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<b>Presenters Name &amp; Title:</b> Senta Costello, Senior Planner
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### Executive Summary:

The applicants' properties, located in the Fairway Pines Subdivision (2007), abut the 8<sup>th</sup> fairway of the Chipeta Golf Course. The developer included a \$2,000 golf fence construction allowance within the Covenants which applied to Lots 1-5. The applicants are requesting approval of an 18' (Clow) and 16' (Brickey/McGinnis, Dorr and Hartnell) mesh golf fences to protect their houses from errant golf balls.

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

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

Buffering was not required of the developer; however, allowances were made within the covenants of the subdivision to allow for protective fences. Allowing the installation of these fences will provide the necessary buffering.

### Action Requested/Recommendation:

Approve Special Permits for Golf Fences at 2968, 2972, 2974 and 2976 Fairway View Drive

### Board or Committee Recommendation:

Planning Commission recommended approval at their June 28, 2011 meeting.

### Background, Analysis and Options:

See attached staff report.



**Financial Impact/Budget:**

N/A

**Legal issues:**

N/A

**Other issues:**

N/A

**Previously presented or discussed:**

N/A

**Attachments:**

Staff report

<b>BACKGROUND INFORMATION</b>					
Location:		2968, 2972, 2974 and 2976 Fairway View Drive			
Applicants:		Tory & Monica Clow, Karan Brickey/Barbara McGinnis, Philip & Kathleen Dorr and Bernard & Martha Hartnell			
Existing Land Use:		Single Family House			
Proposed Land Use:		Single Family House			
<b>Surrounding Land Use:</b>	North	Chipeta Golf Course			
	South	Vacant Single Family Lots			
	East	Vacant Single Family Lots			
	West	HOA open space			
Existing Zoning:		R-4 (Residential 4 du/ac)			
Proposed Zoning:		R-4 (Residential 4 du/ac)			
<b>Surrounding Zoning:</b>	North	PUD – Golf Course			
	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 Low 2-4 du/ac			
Zoning within density range?		X	Yes		No

**ANALYSIS:**

1. Background

The Fairway Pines Subdivision was approved by the Planning Commission on January 9, 2007. The applicants' properties abut the Chipeta Golf Course's 8th fairway. The question of mitigation with the golf course and errant golf balls was discussed at the hearing. It was explained to the Commission that the developer had entered into an indemnification agreement with the golf course which released the golf course of any liability of damage or harm caused by errant golf balls. Based on this information, the Commission did not place any special requirements upon the developer to mitigate the potential damage or harm from the adjacent golf course.

The developer also included a \$2,000 golf fence allowance within the Covenants which applied to Lots 1-5. The property owners of these lots could request the allowance from the Homeowners Association if they decided that they would like to construct a fence to help protect their homes from golf balls.

The lots adjacent to the golf course are continually being battered with errant golf balls. The houses are being damaged and people have been hit, creating not only an issue for the residents regarding continual repairs to their homes, but also for the safety of

themselves and their guests. The installation of the golf fence will help mitigate the issue by limiting the number of golf balls striking the homes and residents on Lots 1-5.

2. Consistency with the Comprehensive Plan

The site is currently zoned R-4 (Residential 4 du/ac) with the Comprehensive Plan Future Land Use Map identifying this area as Residential Medium Low 2-4 du/ac.

3. 21.02.120 Special permit.

Purpose. The special permit review is accomplished through a City Council discretionary review process. A special permit may be permitted under circumstances particular to the proposed location and subject to conditions that provide protection to adjacent land uses.

Approval Criteria. The application shall demonstrate that the proposed development will comply with the following:

- A. Comprehensive Plan. The special permit shall further the goals and policies of the Comprehensive Plan. The special permit shall serve to determine the location and character of site(s) in a Neighborhood Center, Village Center, City Center or Mixed Use Opportunity Corridors on the Future Land Use Map of the Comprehensive Plan;

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

- B. Site Plan Review Standards. All applicable site plan review criteria in GJMC [21.02.070\(g\)](#) and Submittal Standards for Improvements and Development (GJMC Title [22](#)), Transportation Engineering Design Standards (GJMC Title [24](#)), and Stormwater Management Manual(s) (GJMC Title [26](#));

**This property is a single family house. There are no applicable Site Plan Review standards.**

- C. District Standards. The underlying zoning district standards established in Chapter [21.03](#) GJMC, except as expressly modified by the proposed special permit; and

**The builder of the single family house obtained a Planning Clearance prior to construction of the house. The zone district standards were reviewed at the time of the issuing the Planning Clearance. The house meets all requirements of the R-4 zone district. Fences are limited to 6' in height except with a Special Permit pursuant to 21.02.120.**

D. Specific Standards. The use-specific standards established in Chapter [21.04](#) GJMC.

**This property is a single family house. There are no applicable use specific standards.**

**FINDINGS OF FACT/CONCLUSIONS AND CONDITIONS:**

After reviewing the Clow, Brickey/McGinnis, Dorr and Hartnell Golf Fence Special Permit applications, SPT-2011-850, 851, 852 and 853 for Special Permits, I make the following findings of fact, conclusions and conditions:

1. The requested Special Permit is consistent with the Comprehensive Plan.
2. The review criteria in Section 21.02.120 of the Grand Junction Municipal have all been met.

**STAFF RECOMMENDATION:**

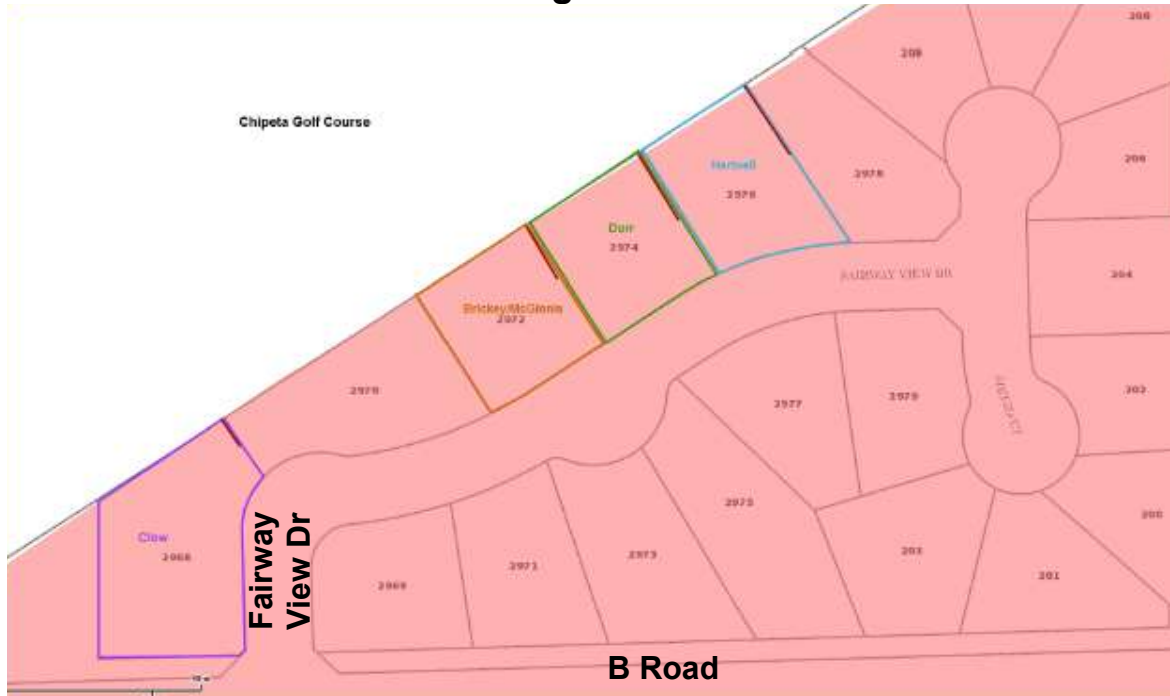
I recommend approval of the requested Special Permits, SPT-2011-850, 851, 852 and 853 with the findings and conclusions listed above.

**ATTACHMENTS:**

Site Location Map / Aerial Photo Map  
Comprehensive Plan Map / Existing City and County Zoning Map  
Blended Map  
Site Plans

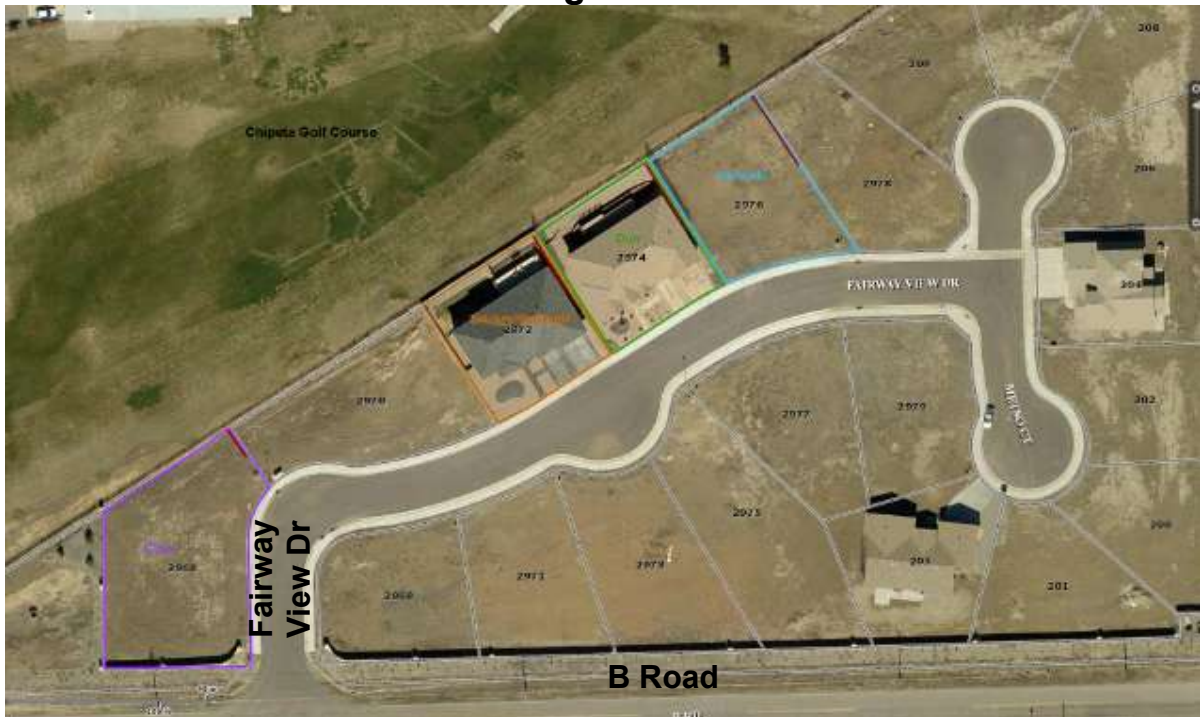
# Site Location Map

Figure 1



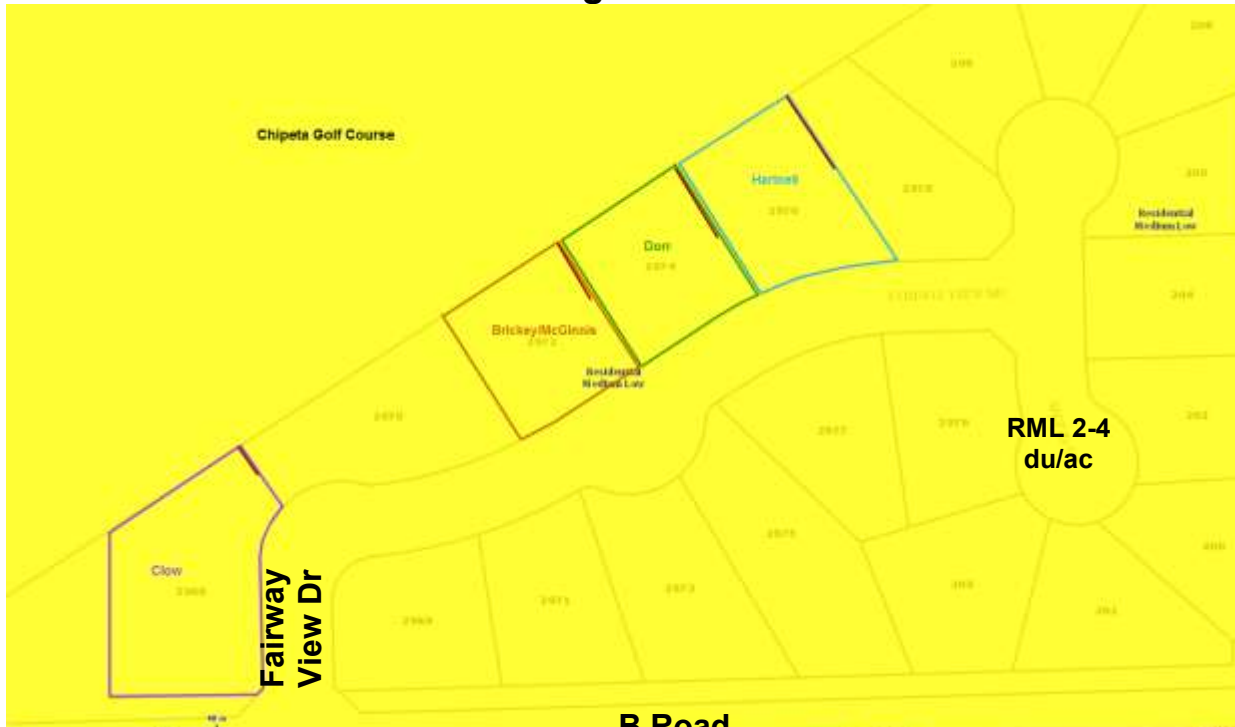
# Aerial Photo Map

Figure 2



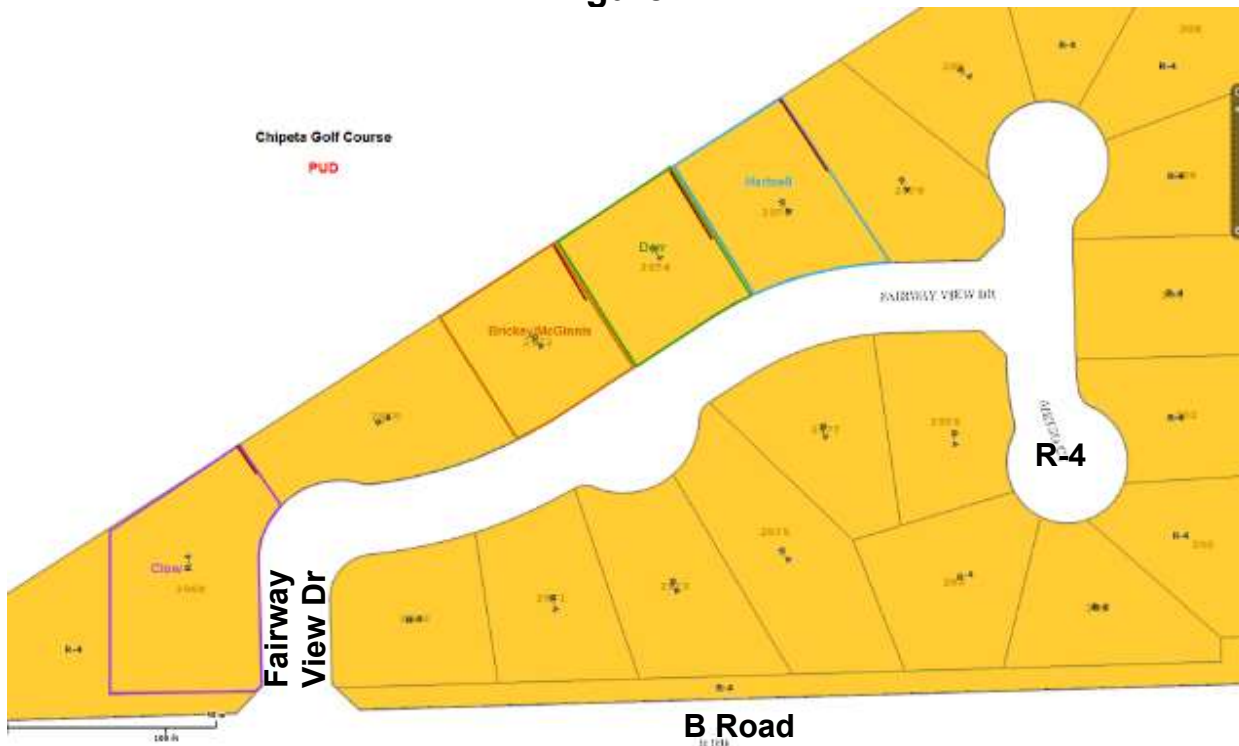
# Comprehensive Plan Map

Figure 3



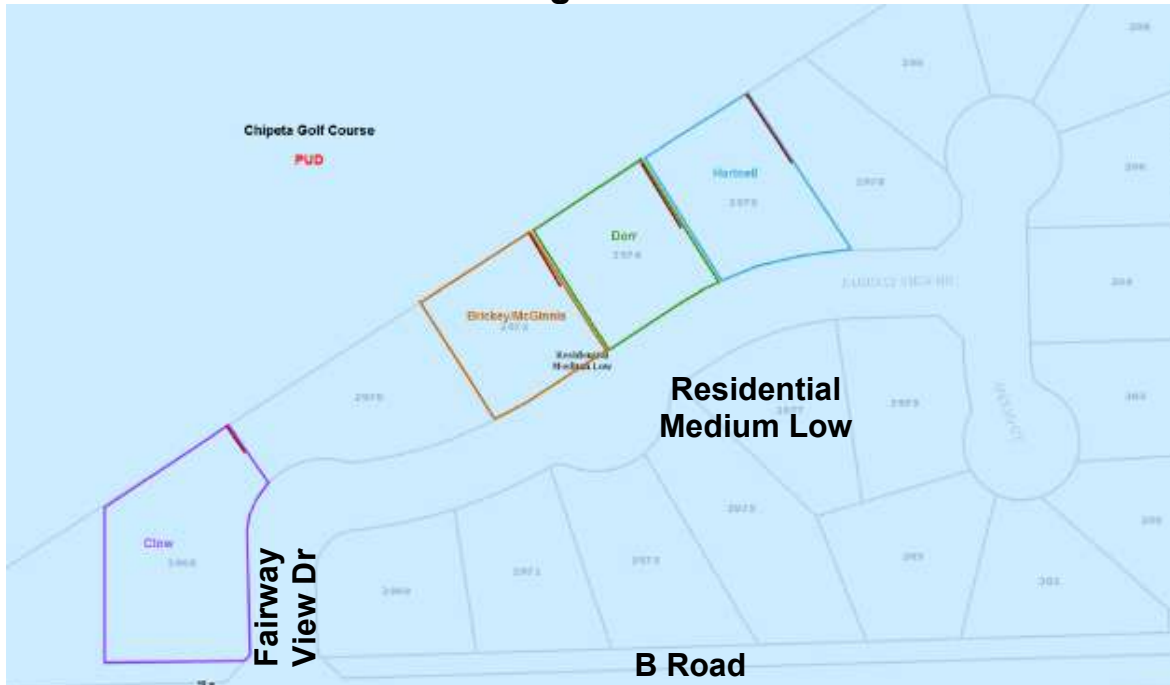
# Existing City and County Zoning Map

Figure 4

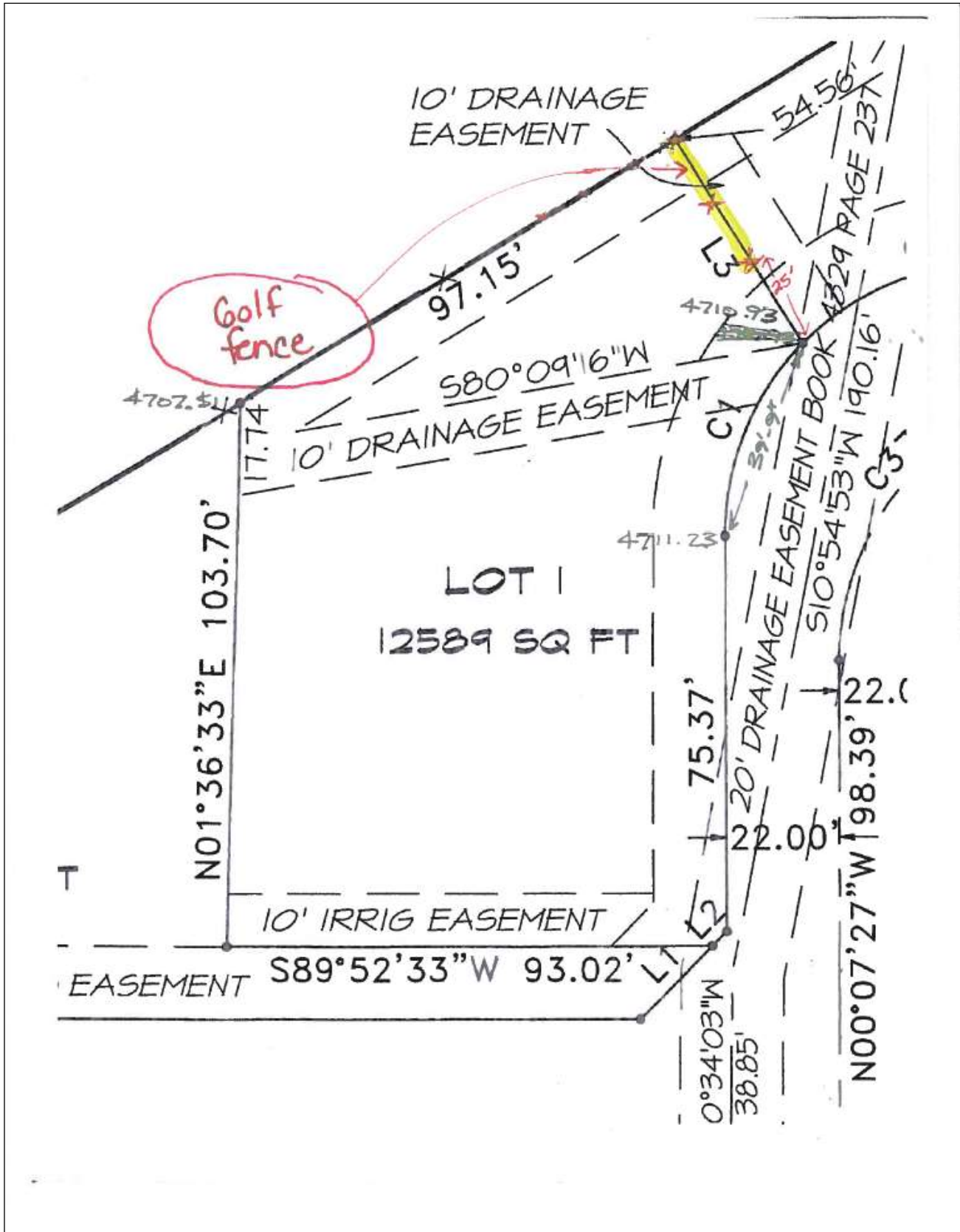


# Blended Map

Figure 5



# Clow Site Plan

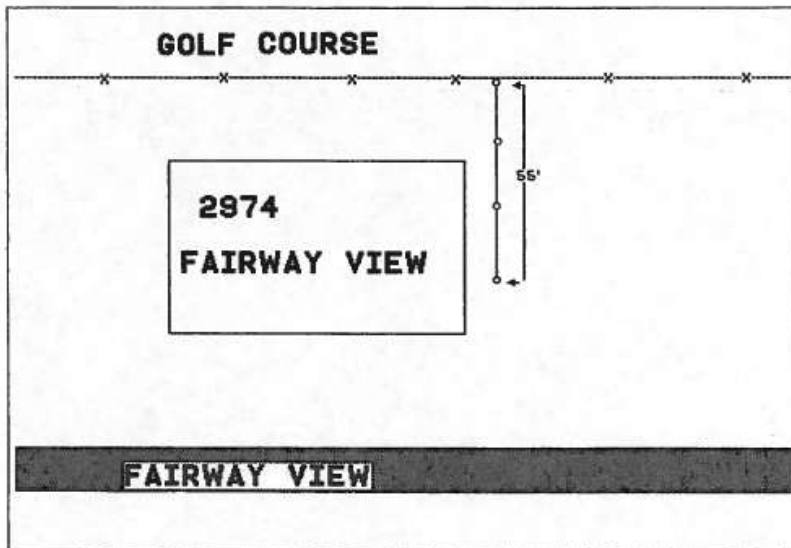




# Brickey/McGinnis Site Plan



# Dorr Site Plan



**PRIOR TO START :**

- UNCC LOCATE # A304940
- GVP LOCATE # \_\_\_\_\_
- LOCATE DATE 10/27/08
- PRIVATE LOCATE
- CITY PERMIT
- FENCE REMOVAL
- HAUL OFF REMOVAL

**JOB SCHEDULE INFORMATION:**

- START DATE 10/30/08
- COMPLETION DATE 11/07/08
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**JOB INFORMATION/NOTES:**

PROVIDE AND INSTALL APPROXIMATELY 55 L.F. OF 12' HIGH SIDE RANGE GOLF NETTING.

2 3/8" FULL WEIGHT PIPE POSTS

SPACE POSTS NOT TO EXCEED 14' O.C.

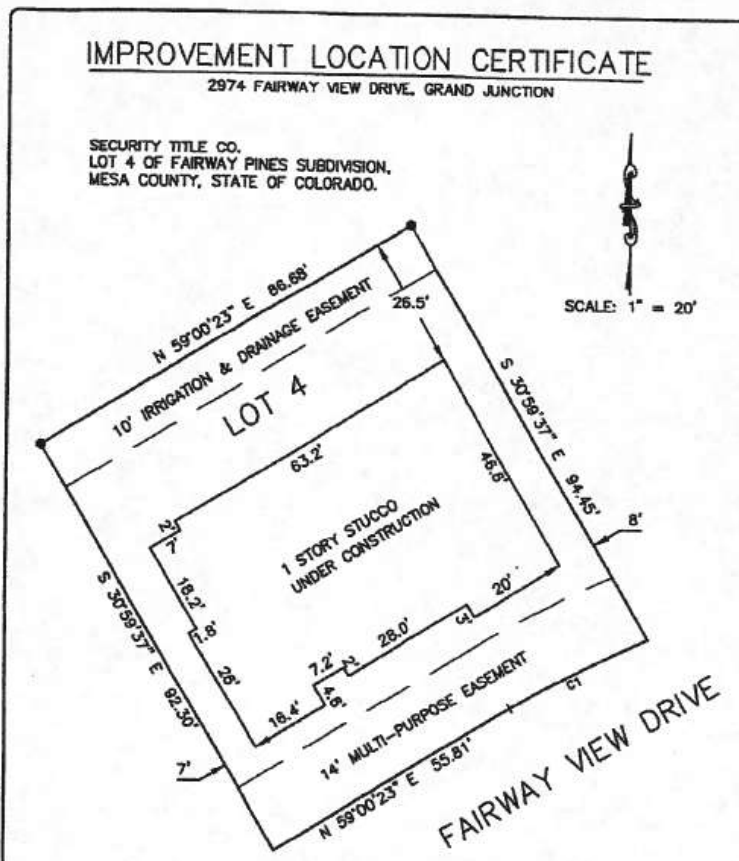
GOLF NETTING ATTACHED TO POSTS USING GALVANIZED STEEL CABLE AND SNAP HOOKS

CABLE ATTACHED TO POSTS THROUGH EYEBOLTS.

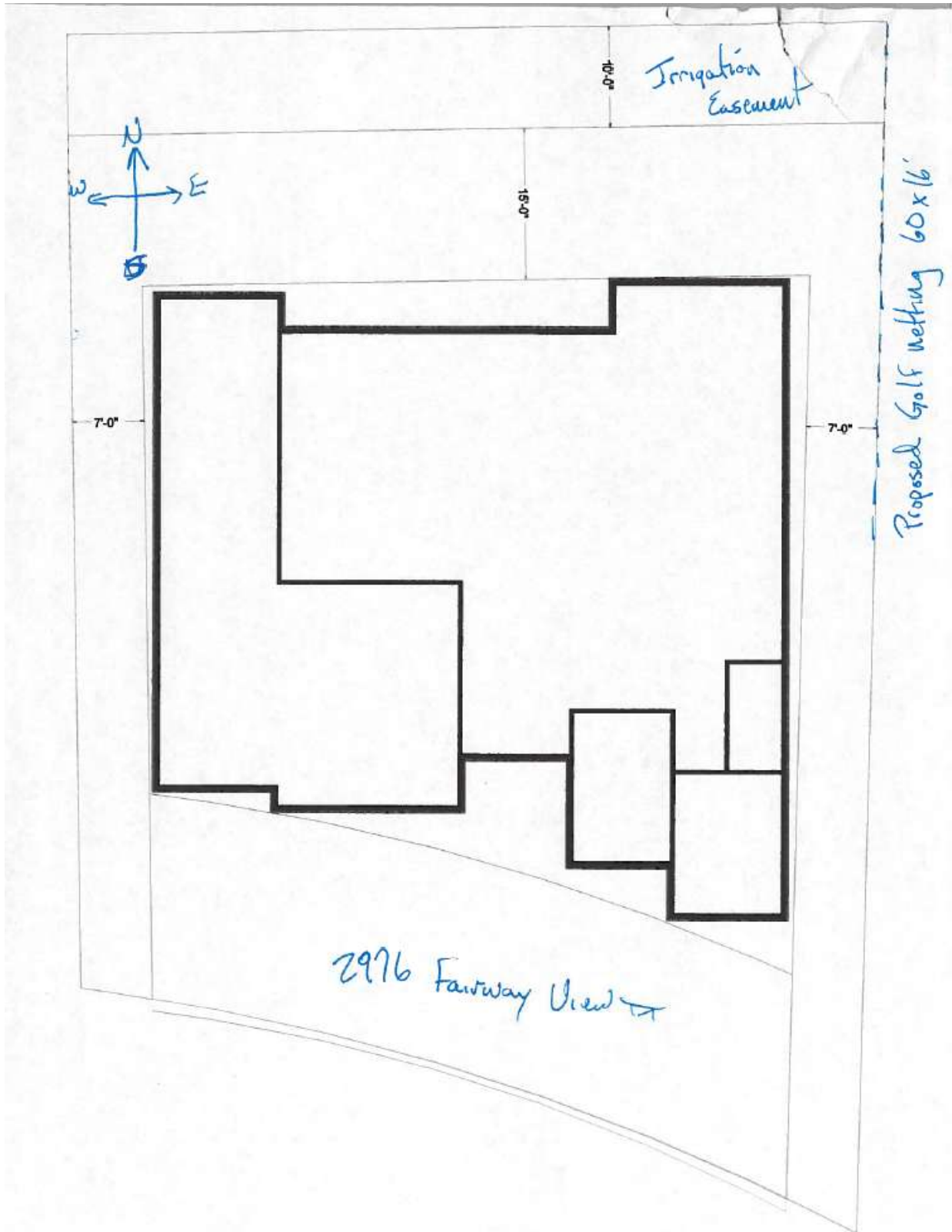
NETTING ON NORTH SIDE WILL BE OFF THE GROUND DUE TO GRADE.

**\*\* NOTE\*\***

CUSTOMER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS FOR GOLF NETTING BARRIER



# Hartnell Site Plan





Date: June 23, 2011  
Author: Eileen List  
Title/ Phone Ext: 4164  
Proposed Schedule: July 6, 2011  
2nd Reading  
(if applicable): July 20, 2011

## CITY COUNCIL AGENDA ITEM

### Attach 13 Setting a Hearing on Waste Hauler Service Charge

<b>Subject:</b> Amending the Grand Junction Municipal Code Regarding the Waste Hauler Service Charge
<b>File # (if applicable):</b>
<b>Presenters Name &amp; Title:</b> Greg Trainor, Utilities, Streets Systems, and Facilities Director

#### Executive Summary:

Section 13.04.300(h) of the Grand Junction Municipal Code, Wastewater Section, allows for the assessment of service charges to tank truck operators (waste haulers) for septage and grease disposal at the Persigo Wastewater Treatment Facility. The current Code assesses service charges based on the tank size of the waste hauler truck. The proposed revision would allow charges to be assessed on either tank size or gallons discharged, not just truck tank size.

#### 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 Persigo Wastewater Treatment Plant provides sewer services to much of the valley and this change will improve the way waste haulers are charged for waste discharge into the Persigo Plant.

#### Action Requested/Recommendation:

Introduce a Proposed Ordinance and Set a Hearing for July 20, 2011

#### Board or Committee Recommendation:

N/A

#### Background, Analysis and Options:

Wastewater staff has installed devices to accurately measure gallons of grease, septage and porta-potty wastes discharged to the wastewater treatment plant. The

devices measure the actual gallons of waste discharged, resulting in more accurate charges to waste haulers instead of basing charges on truck tank size.

The current Code only allows for the assessment of service charges based on truck tank size as there were not devices installed to measure gallons discharged in the past. Section 13.04.300(h) should be revised to read:

“Tank truck operators disposing of wastewater will be assessed a treatment charge based on tank size or gallons discharged. Loads are measured by tank size ~~and not~~ or gallons.”

The option to retain the charge by tank size as well as gallons ensures an alternate means to charge haulers if the measuring devices need repair or servicing.

**Financial Impact/Budget:**

N/A

**Legal issues:**

N/A

**Other issues:**

N/A

**Previously presented or discussed:**

N/A

**Attachments:**

Proposed Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 13.04.300(H) OF THE GRAND JUNCTION MUNICIPAL CODE CONCERNING WASTE HAULER SERVICE CHARGES**

**RECITALS:**

Wastewater staff has installed devices to accurately measure gallons of grease, septage and porta-potty wastes discharged to the wastewater treatment plant. The devices measure the actual gallons of waste discharged, resulting in more accurate charges to waste haulers instead of basing charges on truck tank size.

The current Code only allows for the assessment of service charges based on truck tank size as there were not devices installed to measure gallons discharged in the past.

The option to retain the charge by tank size as well as gallons ensures an alternate means to charge haulers if the measuring devices need repair or servicing.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:** (Additions are shown in ALL CAPS)

That Section **13.04.300(h)** of the Grand Junction Municipal Code is amended as follows:

(h) Tank truck operators disposing of wastewater will be assessed a treatment charge based on tank size OR GALLONS DISCHARGED. Loads are measured by tank size OR GALLONS. Acceptable water and waste for disposal shall exclude waste enumerated in GJMC 13.04.240 or which is otherwise regulated by a valid permit or similar regulated guideline.

Introduced on first reading this \_\_\_ day of \_\_\_\_\_, 2011 and ordered published in pamphlet form.

Passed and adopted on second reading this \_\_\_ day of \_\_\_\_\_, 2011 and ordered published in pamphlet form.

\_\_\_\_\_  
President of the City Council

ATTEST:

\_\_\_\_\_  
City Clerk



Date: June 10, 2011  
Author: Duane Hoff Jr.  
Title/ Phone Ext: Buyer/x-1545  
Proposed Schedule: July 6, 2011  
2nd Reading  
(if applicable): \_\_\_\_\_

## CITY COUNCIL AGENDA ITEM

### Attach 14 Purchase of Road Oil for Chip Seal Program 2011

<b>Subject:</b> Purchase of Road Oil for Chip Seal Program 2011
<b>File # (if applicable):</b>
<b>Presenters Name &amp; Title:</b> Greg Trainor, Utilities, Street Systems, and Facilities Director Jay Valentine, Assistant Financial Operations Manager

#### Executive Summary:

Request the purchase of approximately 175,000 gallons of road oil for the Streets Division Annual Chip Seal Program for 2011.

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

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

Providing chip seal repair to distressed street areas will help to ensure smooth and safer traffic flow, while extending the life of the roadways and realizing significant cost savings.

#### Action Requested/Recommendation:

Authorize the City Purchasing Division to Purchase Approximately 175,000 gallons of Road Oil from Cobitco, Inc., Denver, Colorado in the Amount of Approximately \$499,700.

#### Board or Committee Recommendation:

N/A

#### Background, Analysis and Options:

Since 2005, the Streets Division has performed quality tests of road oil for the City's Chip Seal program. They found that between the two types of Cationic Rapid Setting Emulsified Asphalt Polymer Modified oils available, which are the CRS-2P and the CRS-2R, that the CRS-2R was deemed a better product for our needs. It is a quicker-

setting oil that allows us to resume normal traffic flows within minutes instead of hours, has better chip retention, allows for night fogging and has shown to be very durable.

Both asphalt emulsion products are specified and used by the Colorado Department of Transportation (CDOT). The March 2011 bid for Asphalt Road Material Road Oil for CDOT had several suppliers for both types of oil. The CRS-2R product was \$0.15 per gallon cheaper than the CRS-2P.

A formal Invitation for Bid was issued via BidNet (an on-line site for government agencies to post solicitations), sent to a source list of companies, advertised in The Daily Sentinel, and sent to the Western Colorado Contractors Association (WCCA). One company submitted a formal bid, which was found to be responsive and responsible, in the following amount:

<b>Company</b>	<b>City, State</b>	<b>Total</b>
Cobitco, Inc.	Denver, CO	\$2.63/gallon

**Financial Impact/Budget:**

There is \$500,000 budgeted in Streets Division Materials Asphalt account for this expenditure.

**Legal issues:**

N/A

**Other issues:**

N/A

**Previously presented or discussed:**

N/A

**Attachments:**

N/A





Date: June 23, 2011  
 Author: Scott Hockins  
 Title/ Phone Ext: Purchasing  
Supervisor, 1484  
 Proposed Schedule: July 6, 2011  
 2nd Reading  
 (if applicable): \_\_\_\_\_

**CITY COUNCIL AGENDA ITEM**

**Attach 15  
 Fruitvale Outfall Line Replacement Project**

<b>Subject:</b> Fruitvale Outfall Line Replacement Project
<b>File # (if applicable):</b>
<b>Presenters Name &amp; Title:</b> Tim Moore, Public Works and Planning Director Jay Valentine, Assistant Financial Operations Manager

**Executive Summary:**

This request is for the award of a construction contract to replace a section of the existing Fruitvale outfall sewer line. The project includes installation of approximately 4,950 lineal feet of 18-inch diameter sewer main line and 17 new manholes due to age and condition. This project is located on Rood Avenue between 14<sup>th</sup> Street and 21<sup>st</sup> Street, and Grand Avenue between 21<sup>st</sup> Street and 27<sup>th</sup> Street.

**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.

Replacement of the old Fruitvale outfall sewer line with new Polyvinyl Chloride (PVC) sewer pipe will guard against failure and ensure longevity and reliability for the City’s wastewater collection system.

**Action Requested/Recommendation:**

Authorize the Purchasing Division to Enter into a Contract with Sorter Construction, Inc. of Grand Junction, Colorado for the Construction of the Fruitvale Outfall Line Replacement Project in the Amount of \$598,413

**Board or Committee Recommendation:**

N/A

**Background, Analysis and Options:**

The current Fruitvale Outfall Sewer Line was installed in 1957 and the pipe material is vitrified clay pipe. The current sewer line has met or exceeded its intended design

service life and will be replaced with new PVC pipe. In addition, sanitary sewer manholes damaged by hydrogen sulfide gases will be replaced. The new manholes will have an interior coating of epoxy applied to the concrete surfaces to protect the manhole from the hydrogen sulfide gases.

This is a system upgrade that was identified during the 2008 Sewer Basin Study completed in conjunction with the Comprehensive Plan. The new pipe is sized to accommodate build out conditions for this sewer service basin per land use identified in the Comprehensive Plan.

A formal solicitation was advertised in the Daily Sentinel, and sent to Rocky Mountain Bid Net and the Western Colorado Contractors Association (WCCA).

Sorter Construction, Inc. of Grand Junction, Colorado was the apparent low responsible bidder with a bid of \$598,413.00.

The following bids were received on June 23, 2011 from the following firms:

<b>Firm</b>	<b>Location</b>	<b>Amount</b>
Sorter Construction, Inc.	Grand Junction, CO	\$598,413.00
Ben Dowd Excavating, Inc.	Clifton, CO	\$712,763.65
M.A. Concrete Construction, Inc.	Grand Junction, CO	\$731,392.00

This project is scheduled to begin on July 18, 2011 with an expected final completion date of October 14, 2011.

**Financial Impact/Budget:**

There is \$1,500,000.00 in the Joint Sewer Fund for this project and other growth related collection line improvements.

**Project Costs:**

<b>Total Construction Contract Amount -</b>	
<b>\$598,413.00</b>	
*Pipe Purchase	\$ 88,216.80
City Design Costs -	\$ 10,000.00
<u>City Construction Inspection &amp; Contract Administration -</u>	<u>\$ 35,000.00</u>
<b>Total Estimated Project Cost -</b>	<b>\$731,629.80</b>

**Legal issues:**

N/A

**Other issues:**

N/A

**Previously presented or discussed:**

\*Resolution No. 25-11 authorized and ratified the emergency purchase of the 18-inch Poly Vinyl Chloride (PVC) pipe required for this project. The pipe purchase amount reflected above is a portion of the total \$113,579.76 authorized.

**Attachments:**

N/A