

**GRAND JUNCTION CITY COUNCIL
TWO RIVERS CONVENTION CENTER, 159 MAIN STREET
AGENDA**

WEDNESDAY, MARCH 1, 2000, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation - Jim Hale
Spirit of Life Christian Fellowship

CITIZEN COMMENTS

*** * * CONSENT CALENDAR * * ***

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

Action: Approve the Minutes of the Special Meeting February 10, 2000 and the Regular Meeting February 16, 2000

2. **Purchase and Installation of Modular Furniture Systems in the New City Hall** [Attach 2](#)

Council has previously approved the purchase of modular and common area furniture for City Hall. The furniture plan includes 38 complete workstations as well as some additional components to complement existing workstations. The plan includes furniture for common areas such as training, conference, hearing and lunchrooms as well as reception and lobby areas. The furniture has been selected in coordination with the overall interior design of the new building. The purchase will be made off of the State price agreement.

Action: Award Contract for the Purchase and Installation of Modular Furniture Systems in the New City Hall to Office Outfitters & Planners, Inc. in the Amount of \$156,000

Staff presentation: Ron Watkins, Purchasing Manager

3. **Parking Lot Expansion at Canyon View Park** [Attach 3](#)

The parking lot expansion is needed to allow for additional parking required by the scheduling of the three new multi-purpose fields on the south end of Canyon View Park. The following bids were received on February 18, 2000:

Palisade Constructors, Palisade

\$158,187.64

Vista Paving, LLC, Grand Junction	\$142,789.19
Elam Construction, Grand Junction	\$153,769.00
United Companies of Mesa County, Inc., Grand Junction	\$129,494.15
G & G Paving Construction, Grand Junction	\$139,488.39
Precision Paving & Construction, Grand Junction	\$186,323.50

Action: Award Contract for Construction of the Parking Lot Expansion at Canyon View Park to United Companies of Mesa County, Inc., in the Amount of \$129,494.15

Staff presentation: Joe Stevens, Parks & Recreation Director

4. **Police Services for Mesa State College** [Attach 4](#)

The Grand Junction Police Department will provide a Police Sergeant and three Police Officers to patrol the college campuses during the afternoon, evening and nighttime hours while classes are in session. During the summer vacation months the Police Officers and Sergeant would be assigned to other schedules and duties resulting from the annual summer increase in demands for police services. Mesa State College would pay approximately 75% of the personnel costs for the City providing the service.

Action: Authorize the City Manager to Sign the Contract with Mesa State College for Police Services by the Grand Junction Police Department

Staff presentation: Martyn Currie, Acting Chief of Police

5. **Escrow Agreement for Horizon Drive Construction** [Attach 5](#)

An agreement to allow the City to use \$219,000 (without triggering TABOR) from an adjacent development to pay part of the construction cost of the Horizon Drive reconstruction project.

Action: Approve Escrow Agreement for Horizon Drive Construction

Staff presentation: Tim Moore, Public Works Manager

6. **27 1/2 Road Reconstruction, Phase 3 (Includes Horizon Drive from 12th Street to G Road)** [Attach 6](#)

The following bids were received on February 15, 2000:

M.A. Concrete Construction, Grand Junction	\$1,136,501.60
United Companies, Grand Junction	\$1,292,065.50
Bogue Construction, Fruita	\$1,297,349.90

Engineer's Estimate \$1,178,528.50

Action: Award Contract for 27 ½ Road Reconstruction, Phase 3, to M.A. Concrete Construction in the Amount of \$1,136,501.60

Staff presentation: Tim Moore, Public Works Manager

7. **Ute Avenue and Pitkin Avenue (1st Street to 14th Street) Curb, Gutter and Sidewalk Replacement** [Attach 7](#)

The following bids were received on February 22, 2000:

Mays Concrete, Grand Junction	\$195,645.00
Precision Paving, LLC, Grand Junction	\$189,541.50
G & G Paving, Grand Junction	\$187,187.00
Reyes Construction, Grand Junction	\$185,201.00
Vista Paving, Grand Junction	\$169,193.80

Engineer's Estimate \$183,737.81

Action: Award Contract for Ute Avenue and Pitkin Avenue Curb, Gutter and Sidewalk Reconstruction to Vista Paving, LLC, in the Amount of \$169,193.80

Staff presentation: Tim Moore, Public Works Manager

8. **Setting a Hearing on White Willows Annexation Located at 2856 C 1/2 Road, 2851 and 2863 D Road** [File #ANX-2000-018] [Attach 8](#)

The 40.41-acre White Willows Annexation area consists of three parcels of land. The owners of the property have signed a petition for annexation as part of a request for preliminary subdivision plat approval.

a. Referral of Petition for Annexation, Setting a Hearing and Exercising Land Use Control and Jurisdiction

Resolution No. 23-00 – 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 – White Willows Annexation Located at 2856 C ½ Road, 2851 and 2863 D Road and Including a Portion of the D Road Right-of-Way

**Action: Adopt Resolution No. 23-00 and Set a Hearing on April 5, 2000*

b. Set a Hearing on Annexation Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, White Willows Annexation, Approximately 40.41 Acres, Located at 2856 C ½ Road, 2851 and 2863 D Road and Including Portions of the D Road Right-of-Way

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for April 5, 2000

Staff presentation: Bill Nebeker, Senior Planner

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

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

9. **Public Hearings - Vacations in Arrowhead Acres II Filing 2**

[File #FP-2000-008]

[Attach 9](#)

Request for approval of (1) vacation of a temporary access easement for the cul-de-sac turnaround at the end of B.4 Road; and (2) vacation of the remainder of the cul-de-sac right-of-way at the end of B.4 Road.

(1) Ordinance No. 3228 – An Ordinance Vacating a Temporary Turnaround Access Easement for the B.4 Road Cul-de-Sac West of 28 ½ Road

(2) Ordinance No. 3229 – An Ordinance Vacating a Portion of the B.4 Road Right-of-Way West of 28 ½ Road

**Action: Adopt Ordinances No. 3228 and 3229 on Second Reading*

Staff presentation: Kristen Ashbeck, Senior Planner

10. **NON-SCHEDULED CITIZENS & VISITORS**

11. **OTHER BUSINESS**

12. **EXECUTIVE SESSION**

(1) Property Acquisitions (Layton Bros./Hansen Container)

(2) Contract Negotiations with Purdy Mesa

(3) Potential Litigation

13. **ADJOURNMENT**

Attach 1

JOINT HEARING OF THE GRAND JUNCTION CITY COUNCIL GRAND JUNCTION PLANNING COMMISSION PROPOSED ZONING & DEVELOPMENT CODE

FEBRUARY 10, 2000

The specially scheduled joint meeting of the Grand Junction City Council and the Grand Junction Planning Commission was continued to February 10, 2000 and convened at 7:10 p.m. at Two Rivers Convention Center.

Representing the Grand Junction City Council were Gene Kinsey (Mayor/Council President) and Councilmembers Janet Terry, Jim Spehar and Earl Payne. Representing the Grand Junction Planning Commission were John Elmer (Chairman), Joe Grout, Terri Binder, Dr. Paul Dibble and Jerry Ainsworth (alternate). Deputy City Clerk Teddy Martinez was present to record the minutes.

Chapter 1 and Chapter 2 were reviewed during the February 1, 2000 meeting.

Council President Kinsey welcomed the audience and invited input on the draft Code. The hearing then continued.

CONTINUATION OF PUBLIC INPUT AND CONSIDERATION OF THE FINAL DRAFT OF THE ZONING AND DEVELOPMENT CODE

CHAPTER THREE-ZONING:

Planning Manager Kathy Portner highlighted some of the significant recommended changes to the following Tables:

- Table 3-2 – There are some changes in the bulk standards for the various zone districts from the existing Code. There are two changes in the proposed table as shown that the staff would like to propose. One is to change the minimum lot size for the RSF-2 district from 20,000 s.f. to 17,000 s.f. to allow for more flexibility in lot size within a subdivision. The other is to change the rear yard setback in the RSF-E district from 25' to 30' to be more consistent with similar zone districts.
- Table 3-2 – Note 7 was added since the last draft to allow for an increase in height of buildings along the Horizon Drive corridor, north of G Road. That note should be amended to include properties zoned IO within that defined area.
- Table 3-2 – Note 8 was added since the last draft to allow for a variation of the setbacks in the B-2 districts within the central business district, such as the 200 to 600 blocks of Main Street.
- Section 3-2-G – Floor Area Ratio (FAR) as a bulk standard is in the proposed Code, but not in the existing Code.

- Section 3-3-6 and 3-3-7 - The RMF-5 and RMF-8 zoning districts allow for a variety of housing types. However, both have a provision that the development of attached units on any lot originally platted and zoned for detached single family homes shall require approval of a conditional use permit.
- Section 3-3-8 – An RMF-12 zone district was added to offer more options.
- Section 3-4-1 – The Residential Office (RO) was added to this Code as a transitional zone district between residential and commercial uses. This district does include design standards.
- Section 3-4-2.C.3 – Staff recommends that the provision for a maximum district size be eliminated from the RO and all zone districts.
- Section 3-4-2.F.2 – Staff recommends the minimum separation provision be eliminated.
- Section 3-4-6 – The Industrial-Office (IO) zone district was added to provide for a mix of light manufacturing uses, office park and limited retail and service uses in an attractive business park setting.
- Section 3-4-9 – Two changes were made to the CSR district. One is to allow a FAR of 1.0 for public/industrial uses and the other is to increase the maximum building size to 80,000 s.f. without a CUP. Both of those changes were made to better reflect the type and scale of development on the Mesa State College campus.
- Table 3-5 – A major change to the Use/Zone Matrix from the existing Code is the elimination of Special Use Permits. There are several changes the staff is proposing to the draft matrix:
- Section 3-6-2 – This section defines how density is calculated, both minimum and maximum. The existing Code does not have minimum density requirements.
- Section 3-8-1 – This section has been changed to allow for the re-establishment of any non-conforming use if destroyed. This section also allows for the limited expansion of non-conforming residential uses, more than what is allowed under the current Code. It also allows for 20% expansion of non-conforming non-residential uses, which is less than the 50% currently allowed.
- Section 3-8-2 – Upgrade of sites that do not meet other requirements of the Code are required with the expansion or remodel of structures. The percentage upgrade is directly related to the percentage expansion or cost of upgrade as it relates to the value of the structure.

Ms. Portner discussed Table 3.2 - Bulk Standards (page 2). Some changes were made in the B-2 zone district (downtown district). There are required setbacks in that district but allows the administrator to vary those setbacks based on the character of the area. That was to take care of the concern that there is such a variety of land use types in the downtown area, specifically the 900 block of Main Street, that the B-2 district is being applied to, is much more residential in character than the 600 block of Main Street. This would allow for that variation within that zone district.

She discussed the maximum district size that is proposed in all of the zone districts for the non-residential. Staff is recommending that provision be eliminated. There is no need to establish a maximum district size for a B-2, B-3, C-1 or C-2 district. It is being proposed on the zoning map and what's approved on the map will go forward. As rezones to those districts are considered, they will be considered on their own merit at that time.

Table 3.2 – In the non-residential zone district there is a section for maximum lot coverage, for all the districts as well. For the non-residential, staff proposes eliminating that also. With the Floor Area Ratio and the setback and height requirements, there is no need to also include that maximum lot coverage. Staff feels the FAR covers that - only the non-residential.

Table 3.5 – Use Zone Matrix – Chapter 3 (page 33) contains a description of the Use Zone Matrix and the Matrix follows. A major change is there will no longer be Special Use Permits. The existing Code allows for Special Use Permits for certain types of uses. In this matrix, staff has either made those allowed uses or conditional uses. That was to be consistent with Mesa County. The current Special Use Permit has not served that great a purpose. It has been treated as a site plan review, reviewed administratively, and that's how it's allowed to be treated. Staff thinks those that need extra scrutiny can better be served by being a Conditional Use Permit. That was in the last draft of the Code also, and is a major change.

Some errors found in this matrix are listed as numbers 1-17. None are substantial.

1. Delete the AF35 and RP zone categories from the matrix.
2. Multi-family housing – delete it as allows in RMF-5, add it as allowed in B-2 and delete it as a CUP in C-2.
3. Manufactured housing park – add it as a CUP in C-1.
4. Museums, Art Galleries, Opera Houses, Libraries – add it as a CUP in RSF-R through RMF-24.
5. Home-Based Day Care (1-12) – Add a footnote that it must be in compliance with all State licensing requirements.
6. Jails, Honor Camps, Reformatories – Add it as a CUP in B-2.
7. Medical and Dental Clinics – Add a footnote to the CUP in RMF-16 and RMF-24 stating a clinic can only be developed in conjunction with a multi-family development.
8. Hospital/Mental Hospital – Add it as a CUP in IO.
9. Riding Academy, Roping or Equestrian Area – Add it as a CUP in RSF-E.
10. Health Club – Add it as a CUP in RO.
11. Farm Implement/Equipment Sales/Service, Farmer's Market/Flea Market, Feed Store – Delete as allowed uses in the RSF-R.
12. Food Service, Restaurant – Add it as an allowed use in CSR.
13. Auto and Light Truck Mechanical Repair – Delete it as an allowed use in RSF-R.
14. Car Wash, Gasoline Service Station – Delete it as a CUP in RSF-R.
15. Manufacturing and Production – Indoor Operations and Storage – Delete as a CUP in RSF-R.
16. Add a line for "Impound Lots", to be allowed in C-2, I-1, I-2.
17. Recycling Collection Point and All other Waste – Related – Delete as a CUP in RSF-R.

CITIZEN COMMENTS

Mr. Tom Logue spoke on behalf of the Western Colorado Contractors Association. His organization focused on two areas, generally in Chapter 4 and Table 3.5. He said the Association is in total agreement with the position taken by the Home Builders, the Board of Realtors and the Chamber of Commerce. Their primary concern with the Use Zone Matrix evolves around the conditional use process that was established for sand and gravel operations. He referred to Chapter 7, Section 7-2-9 (page 13) Special Regulations, Natural Resources, which requires that any recoverable sand and gravel resource be removed prior to development of any property in the City of Grand Junction. Under mining uses, it's only permitted in 7 of the 21 land use zones by conditional use. There is a conflict in the Code that says in one part the resource must be removed and another part says it can't be removed. His organization felt it should be allowed under the conditional use process in all zones. Some of their members have acquired property in the County. There are very few mineral resources that have not been mined in the City limits. They were not aware that the City was also controlling lands that had resources on those that were within the 201 boundary. That is the reason their comments are late. They pleaded ignorance in the Persigo Agreement. Mr. Logue asked for modification of Table 3.5 to allow sand and gravel operations in all zones as exists in the current Code.

Councilmember Spehar didn't feel the Code reads as restrictively as Mr. Logue has interpreted it. He said the section does not say it must be mined. Mr. Logue agreed, saying only the State of Colorado requires that. He assumed since Grand Junction is a home rule city, that Statute can be ignored.

City Attorney Wilson said Mr. Logue is talking about the notion that if the State deliberately pre-empts a local regulation and specifically says this will apply to every piece of gravel in the State, and provides a rationale for why that is important for the public's welfare, then the courts will look to see if home rule cities can directly conflict with that. Grand Junction has never faced it because it has always shared the view of the State which is "we need gravel." They are not in the position of prohibiting gravel extraction, but making it compatible. Mr. Wilson said there was some earlier language that was not as clear. The purpose of this draft is to say the applicant is going to know better than the City and they will make that part of their application. The City was hoping this language would give some flexibility. He agreed the State Statute is clear that mining must take place first, then backfill, then go to the final development phase. The City is hoping this section will fit the property owners' needs.

Mr. Logue said the matrix is still a concern. Mr. Wilson said they are not allowed in the zone where they're not listed and that was intentional. It is the City's assumption there is no gravel there. He suggested making sure the mapping is consistent with the State direction. He was sure those decisions were made based on knowledge of where gravel deposits were located. If there's gravel in areas where residential development is desired, it needs to be made known. Mr. Logue said there are some substantial deposits in the Orchard Mesa area around 29 Road. His committee was concerned that there are some deposits right on the fringe of the City and those properties could be annexed. Theoretically, if they're zoned RSF-4 or RSF-5, they would not be available even under a conditional use.

Councilmember Spehar asked Mr. Logue how quickly he could provide staff with where the resources are located and where the conflicts lie. Mr. Logue said they are available at any time.

Mike Stubbs, Dynamic Investments, said they have gravel deposits on their 350-acre property near the Ute Water tanks on the Redlands. The intent is to use that on-site. They are not considering a mining permit, only to use it for their infrastructure. They want to make sure the Code would not preclude their being able to do that. He understood, under State regulations, they

can get an exemption and could use it on-site. He wanted to make sure there would be no conflict.

Planning Commissioner John Elmer said the only conflict would be if they moved a crusher onto the property. Merely extracting and backfilling would not create a conflict.

Assistant City Attorney John Shaver said the matrix specifically defines for off-site use.

Ms. Portner said this is consistent with the County's matrix. The City's Code currently allows it as a CUP in any zoning district. For the most part, the deposits are mapped as either industrial or CSR. A rezone to CSR would limit the type of activity on the property. Another option is they could go back to the CUP in all zones.

Ms. Portner continued by discussing Section 3-6-2, (page 42) defining how both minimum and maximum density is calculated. The existing Code has no minimum density requirements. On page 4, sub-paragraph d. discusses density conflicting with the Growth Plan. It's somewhat complex. She briefly explained that for each zone district below RSF-4 and above, it lists both maximum and minimum densities. Below RSF-4, there are no minimums. The Growth Plan likewise has mapped a density range of 2-4 and 4-8. Sub-paragraph d. discusses if there is a conflict between the two. If there is a property zoned RSF-4, the zoning would say there is a density range of 2-4 units/acre, however, if that property happens to have a Land Use designation of 4-8 on the Growth Plan, this would say one could only go a certain percentage below the 4. The reason being that they zoned at the low end of the Growth Plan. Had they zoned at the high end of the Growth Plan, there would be very few conflicts. So the Growth Plan range and the Zoning range would be the same. Because they zoned at the low end of the Growth Plan, they now have a much larger range. This provision was placed in the Code so additional density was not lost that was shown on the Growth Plan by zoning on the lower end.

Another comment on the Zoning Matrix was made by Mr. Dean Van Gundy, a property owner on the south end of 5th Street. He asked for clarification on Item 17, Recycling Collection Point. Ms. Portner said there are two separate categories in the Use Zone Matrix (page 40). Under "Waste Related Uses" there are a series of sub-categories. Separate from that is a category of "Junk Yard." The Recycling Collection Point would be where aluminum cans, bundled newspapers are deposited for crushing and bailing. A junkyard is defined generally as doing dismantling and salvaging of auto parts. The reason for Item 17 was simply that Staff does not think that type of use is appropriate in the RSF-R zone district. The County's AFT district traditionally has a lot more uses than the City's RSF-R.

Mr. Van Gundy was concerned about the restrictions in that category that might be hidden. Ms. Portner said there is another section that deals specifically with salvage. City Attorney Wilson also noted there is a definition for junk in the back section under Definitions in Chapter 9 (page 21).

Mr. Van Gundy said he has extremely large equipment which he is planning to sell soon. The equipment is higher than the current surrounding fencing, and is quite visible. They don't want to be in violation should this Code go into effect. Mr. Wilson said Mr. Van Gundy voiced a concern earlier with the Amortization or Sunset Law (paragraph 7, page 28) which talks about a compliance date of the end of December, 2004. Mr. Wilson referred to an amortization ordinance adopted in Denver which gave businesses six months to recoup their investment. People felt that was a taking as it was not enough time and they were losing their money. The Supreme Court

determined it was just under the line, but would not say it was unconstitutional. Mr. Van Gundy said if a citizen were to use the same tactic, he would end up in jail.

Mr. Wilson said they used the five-year term to give something to measure against. It was a judgement call and they feel five years is a reasonable amount of time.

Councilmember Spehar said fencing was going to be sufficient and the elevation issue would not be considered. Mr. Wilson concurred. The screening would be required from the street at the same grade; otherwise nothing could be screened in a multiple block or from a viaduct.

Mr. Van Gundy said the amortization provision is his main complaint. Councilmember Terry asked Mr. Van Gundy if the time period is too short. Mr. Van Gundy said he would rather see the provision removed from the Code. He suggested a resolution that would be acceptable rather than a mandatory provision in the Code.

City Attorney Wilson said he would visit with Mr. Van Gundy and report back to Council.

Councilmember Spehar asked for a definition of a Type B Buffer Yard which is one of the requirements under Section 4-3-4 (page 28), discussing screening and fencing. Ms. Portner said it is defined in Chapter 7, Buffering and Landscaping (page 27). A Type B buffer area is a 20' wide landscaping strip with trees and shrubs. It is landscaping plus space.

Ms. Portner continued by reviewing Chapter 3 for densities for discussion on the minimum density concepts and the idea of the density conflicts with the Growth Plan.

Councilmember Terry asked if that section could be simplified. Ms. Portner said the simplest thing to have done would have been to zone at the high end of the Growth Plan. In most cases, Staff did not feel comfortable doing that. Councilmember Terry said she didn't feel Council has indicated that direction either.

Ms. Portner said to go with zone density and the minimum there, some opportunities for some density will be lost. She could not say how significant that would be. It may not be enough to leave the complexity of it in the Code.

Planning Commission Chairman John Elmer said it's going to control, versus going through the formula, if at the lower end of the land use range. Eighty percent (80%) will control the minimum density.

Mayor Kinsey said an example would be if someone had an RSF-4 zone and the Growth Plan was 4-8, the minimum density they could have would be 80% of 4 which would be 3.2. Even though their zoning is RSF-4, they cannot go any lower than 3.2.

Larry Rasmussen, representing the Home Builders and the Board of Realtors, said the concept can become quite complicated. If something is zoned 4 units/acre, it avails everyone the opportunity to deal with that. He felt they should deal with each individual property instead of being locked into the minimum density philosophy. He felt it could cause a lot of problems.

Mike Joyce, 2764 Compass Drive, representing the Chamber of Commerce, said he was pleased seeing there is a way a canyon can meet the other property especially if open space or trails is dedicated. The concern has been what happens to the bulk standards of that zone. Do they also

change to allow for a smaller lot? He felt there needs to be discussion on bulk standards of a zone once the extra density goes through.

Ms. Portner said it is not clear in the Code how they would deal with the bulk standards. She suggested using the clustering provision which says if there is an RSF-4 zone district and the clustering provision is being utilized, the size of the lot would go to the zone district that is closest to having those size of lots for the bulk standards. She suggested incorporating that into the density development provision also.

Councilmember Spehar said that needs to be done if higher density is to be encouraged.

Planning Commission Chairman John Elmer said if the minimum for an RSF-8 zone is 4, and unusable land is subtracted to calculate it, the allowable density is less than 4. No matter which zoning is used, the minimum allowable density is 3.2.

Councilmember Terry asked if that wouldn't vary by how much is needed for open space/trails. Mr. Elmer said yes, but it actually allows a lower number. If there is no useable land, it allows a lower minimum density.

Councilmember Terry said higher density and open space are goals in the Growth Plan and sometimes they are going to conflict. It must be decided if one is more important than the other.

Mr. Elmer felt more of a restriction is being placed on the 4 and 5 units/acre zone than on the RSF-8. He wondered if the minimum density philosophy was what is to be achieved.

Mr. Elmer said it's 80% of the land use category, so 3.2 for any zone in the RMF-4 and RMF-8 category. It's no longer going to be restrictive of the higher density zone in that category such as RMF-8. In the high range, the 80% means nothing.

Planning Commissioner Joe Grout said it appears it needs to be closed up (possibly RMF-6 to RMF-8) so there's not such a wide variation between the two.

Ms. Portner said the Growth Plan has those same categories.

Councilmember Spehar said the chapter is very consistent; although the numbers work differently.

Councilmember Terry suggested watching this to see the outcome when various projects come in.

Ms. Portner pointed out a major change in Chapter 3, Non-Conforming Uses (page 47). A non-conforming use, whether it's residential or non-residential, can be rebuilt if it's destroyed at greater than 50% of its value. It would have to meet all current building and fire codes and attempt to meet the site design features required, or come back and request relief from those. It is a major change.

Ms. Portner said in the last draft of the Code there are provisions of the non-conforming site section to talk about upgraded sites. That has not changed since the last draft.

Councilmember Terry asked Ms. Portner to address the issue regarding creation of a non-conforming use preventing property owners from obtaining financing. Ms. Portner said there is a provision in the current Code that non-conforming residential structures that are destroyed can be

rebuilt. The lenders that come to the City ask for a letter stating that, and seem to be satisfied. She has never had a request to confirm setbacks on a sale.

Katy Steele, 629 Rushmore Drive, speaking for local lending agencies, confirmed that if a residential or business structure can be rebuilt after a 50% destruction, the lending agencies will finance.

Planning Commission Chairman John Elmer asked about the registration requirement on the property owner to register as a non-conforming use within twelve months. Ms. Portner said if the property is registered, at least staff has something to fall back on. If it is destroyed, the property owner and staff know what they can rebuild to.

Mr. Elmer said it would place some of the burden on staff because typically when property is annexed, they know they're creating some non-conforming uses.

Assistant City Attorney John Shaver said over time, non-conforming uses should be eliminated and the burden should properly be placed on the person who is benefiting from the non-conforming use.

Councilmember Terry suggested eliminating this registration requirement as it is too restrictive.

Ms. Portner said staff still tries to document non-conforming uses as the City annexes properties. It is not a requirement, but it helps the property owner. If the property owners do not register, and their property is destroyed, they will try to show that they fall under that provision.

Mayor Kinsey suggested leaving the requirement in, but change all the "shalls" to "should" which would result in at least some people registering.

Larry Rasmussen said there are many properties in the downtown area that will become a non-conforming use as a result of this Code. He gave an example of a house that has been divided into two units in an area where it was not allowed under the existing Code. The density has been reduced from 64 units/acre to 8 units/acre. A converted house on a 50' lot can only be used as a single-family residence in this zoning where it's non-conforming. Katy Steele said the appraisal will come back showing the property is non-conforming.

Mr. Rasmussen said inasmuch as it is non-conforming, does it not create a financing dilemma for a person who wants to resell or refinance. Ms. Steele said any time an appraisal shows a non-conformance, it creates an appraisal dilemma. What the lending agencies require to make the property more sellable is a letter from the municipality stating it can be rebuilt exactly as the property stands. It's the same as placing a lien against the property.

Councilmember Terry said the City has always provided such letters under the current Code, and now the City has made it easier to rebuild aside from the financing. She felt all the bases have been covered on the non-conforming concerns.

Councilmember Spehar asked if Mr. Rasmussen could be provided such a letter in the hypothetical situation he has stated. Ms. Portner said a letter would say it could be rebuilt at the same density, but that it would be subject to the other provisions of the Code unless they got approval under a conditional use permit. The density is not an issue. They can rebuild. If they can't meet the setbacks, they would come before the Planning Commission to ask for removal

from that. There are also Fire and Building Codes, parking and landscaping requirements. If they are encroaching on other property, that would not be allowed when rebuilding.

The Council and Commission decided to leave the registration requirement in the new Code, but leave it as an option, and encourage people to register property.

Ron Abeloe, 764 Continental Court, spoke on non-conforming uses. He said this will create hardships on property owners that don't currently have a problem. A hypothetical example would be a two-unit property, the zoning density is lowered, and now only one unit is allowed. The property owner is now restricted in expanding those units if desired. He just wanted City Council and the Planning Commission to be aware they may be creating hardships for some people.

Councilmember Terry said if something like this happens, it will be looked at on an individual basis. Mr. Abeloe said this ordinance is a better non-conforming ordinance than some he has seen.

Mr. Abeloe also had a problem with existing approved projects becoming non-conforming in their use after five years. He asked what would happen if they were still in the developing process over a five-year period. Mr. Elmer said if he recorded and followed the existing development schedule, there would be no problem. Regarding neighborhood meetings, Mr. Abeloe felt such meetings have had variable results. He felt it is unreasonable to make it mandatory on the part of a developer. At least 90% of the time, nothing is accomplished through the time, energy and cost of such meetings.

Mr. Dean Van Gundy said he had been in business for many years and was never informed of its non-conformance. He has been given the option of complying or relocating his business. He would like some show of good faith on negotiations. Mr. Elmer said this hearing is being conducted on provisions of the Zoning Code, not Mr. Van Gundy's specific case. He said this Code won't change the provision that Mr. Van Gundy will be allowed to continue operating his business at that location. The amortization schedule would place him under other requirements but it would not put him out of business. Mr. Van Gundy said the amortization schedule gives him until 2004 to comply or he will be fined \$1,000/day.

Councilmember Spehar said the Code provides that Mr. Van Gundy can operate his business on his property as long as he wants to, and in five years he must build a fence. Mr. Van Gundy said he will discuss the requirement with City Attorney Dan Wilson to possibly work it out. He then distributed a pamphlet to the Council and Commissioners.

Mayor Kinsey said the pamphlet concerns issues that do not deal directly with the Zoning Code, and asked Mr. Van Gundy to present these issues at another time or discuss them with City Attorney Dan Wilson.

Councilmember Spehar noted that Council has instructed City Attorney Wilson to work with Mr. Van Gundy's attorney in resolving the right-of-way issues and the other issues covered in Mr. Van Gundy's pamphlet. If Mr. Van Gundy is unable to resolve the issues satisfactorily, he should then come back to City Council.

Mr. Van Gundy said he would concede to that if there is a showing of good faith.

Mr. John Viera understood that amortization is a relatively new vehicle being used for a taking pursuant to the 5th Amendment. The Neon Sign Case in Denver didn't deal with a timeframe for

giving notice for compliance. The actual question of that case had more to do with a taking – it definitely was a taking. It was a costly taking because it was not just compensation. In the past, just compensation meant that the property must be paid for with only one exception, and that is when the owner would gift the property. The Court found there was just compensation by way of allowing the signs to remain after the six-month period after which they should have been taken down. That six-month period is actually just compensation found by the Court because it actually paid for those signs. There is a good distinction here. Mr. Viera said it is not talking about a timeframe for compliance, but a vehicle for paying for a piece of property under the 5th Amendment as just compensation by way of once that use is found to be unlawful, that a certain timeframe after that period of time you choose to pay for that property. That is the amortization. If that is correct, some communities have actually found that amortization as he has described it, is something they don't want to be involved with. Some communities have found that it is unjust. If the community is to accept the amortization as a just vehicle, some owners may be concerned that once they have found the illegal use, that after a certain period from that day, that their property can actually be taken without them realizing any money whatsoever. That's the way the courts have found that to be okay. If that approach is going to be used, Mr. Viera could not see how having a five-year timeframe applies equitably. It cannot. Once a piece of property is found to be illegal, if just compensation for that property is to be paid, the just compensation must be based on a fair market value. Each business use is going to have a fair market value according to the business type and the extent of that business. Therefore, it is only reasonable, if that property is going to be amortized by this method, that each property must have a different timeframe depending on its value. Otherwise the property will be overvalued. In that case, the Court wouldn't mind. But if it was being undervalued by a tremendous amount, that would not be just compensation. Mr. Viera said that is his understanding of the law. He hoped that is not this Board's understanding. He asked that the language in Chapter 4, Section 28-7, be cleared up so the average citizen might be able to understand amortization.

Mayor Kinsey said there is a considerable distinction between non-conforming and illegal. The Code is not making anything illegal.

Mr. Viera said a taking doesn't have to be illegal. It's a prop. If the community wants to take a piece of property, it has the right to do so. The only thing is, it must be a just compensation. Even a conforming use can be taken through amortization.

Councilmember Spehar said it would be a fair statement to say "will comply with the law in taking," and the City will happily do that. That law has been established by the Court.

Mr. Viera said the way City Council decides to enact its ordinance will determine how it will be able to enforce and deal with amortization. He hoped the citizenry, as well as City Council, would have a clear understanding of what the amortization means, to what extent Grand Junction is going to implement an amortization for the takings of properties.

Councilmember Terry felt Mr. Viera was using the word "takings" rather liberally. She said this Board has heard from the citizens and one of the standards they have asked to be looked at is screening. They are trying to make that standard reasonable for those impacted. If there are more reasonable solutions, the Board would be willing to listen to those.

Mr. Viera said he was not speaking to screenings. Councilmember Terry said that's what this Board is talking about in terms of amortization. Mr. Viera said he was talking about takings through the vehicle of amortization because the Supreme Court did determine in the Denver Neon Sign Case that it was a taking. But rather than being a taking without just compensation, the just

compensation was the amount of time that the signs remained in place after they were determined to be taken down by the City. It was the length of time that actually paid for the sign and made it a legal taking. He personally felt it was very wrong. He said there are many ways to deal with someone that will not comply. He just wanted City Council to understand that amortization, in the true sense, is much different than most people would think it is. Amortization is not a giving of a timeframe for compliance. The Supreme Court said otherwise. It is payment by just compensation by allowing a use that has been deemed to be illegal, or even a taking to be paid for by other means than giving them money.

Councilmember Terry felt two different definitions of amortization are being discussed.

Planning Commissioner Elmer suggested Mr. Viera talk to City Attorney Wilson for an explanation of terminology and how it applies to the City's Zoning Code. Mr. Viera reiterated it behooves Council to make sure they understand the true meaning of amortization and the way it was used in the Neon Sign Case. He suggested the Board read the Denver Neon Sign Case before implementing an amortization schedule.

Mr. Ted Ciavonne, 474 N. Sherwood Drive, said the Focus Group was previously concerned with the protection of the existing lots in the downtown area. He felt the new revisions have gone a long way in protecting the character of these areas.

Mr. Creighton Bricker, 3615 Ridge Drive, commented on Mr. Van Gundy's situation, saying Mr. Van Gundy must also take 25' along the perimeter of his property to put in a buffer zone.

Mr. Bricker discussed the following chapters:

Chapter 3, paragraph 3-2.e.2.b. - Mr. Bricker suggested limiting the intrusion in setbacks to front or rear, or something comparable.

Chapter 3, pages 7-32 – Mr. Bricker said each of those paragraphs requires conformance to the standard of Chapters 5 and 6 of this Code, and suggested adding Chapter 4 to the Performance Standards.

Chapter 3, pages 17-31 – 4-1-9 Outdoor Storage - Include meeting all of b.2 and c.1 in screening of solid and liquid waste performance criteria.

He also wondered why the I-1 and I-2 zones are exempt from screening of dumpsters. He felt screening of dumpsters should be required no matter where they're located.

Chapter 3 – Several of the allowable floor area ratios have changed from the January, 1998 draft. C-1 went from 30% to 100%, C-2 from 30% to 200%, I-O from 25% to 75% and I-2 from 100% to 200%. Mr. Bricker said they are all sizeable increases, and asked if there is some purpose behind that. There is also a jump in maximum building sizes. C- 2 went from 80,000 to 150,000 s.f., I-O went from 100,000 to 250,000 s.f. He said I-2 has no maximum stated. He asked if the City is expecting some huge businesses to come into the area. Mayor Kinsey said some of the focus groups dealt with these issues and made a determination on a more realistic approach rather than just an arbitrary number picked out by a planner.

Mr. Bricker continued by reviewing Chapter 3, pages 26 and 27 – paragraphs 3, 4, 5.f.1 and 3, 4, 6.f.1 – The original draft said rezoning the C-2 and I-O next to residential was prohibited with a "shall not." Now it can apparently be done because it says "should not." He wondered why.

Councilmember Terry said Mr. Bricker was going over some items they had discussed for a long time, and they were trying to recall some of the reasons why the changes were made. She wondered if it might be helpful for Mr. Bricker to sit down with some of the staff and go through the details he is concerned with. She frankly could not remember all the details herself. She appreciated Mr. Bricker's questions and suggestions.

Councilmember Payne explained many hours have gone into each section of the 1998 original draft by different focus groups as well as the City Council and the Planning Commission. These changes were made as a result of those meetings. Changes are still being made to the document.

Mr. Bricker said he has brought up these questions saying they could possibly be mistakes and would like them considered before the final draft is approved.

Mayor Kinsey said there are already situations existing where C-2 is adjacent to Residential. So the City has resorted to increased buffering between such zones to mitigate the impacts of the adjacent facilities.

Chapter 3, page 29 – Mr. Bricker assumed I-1 being zoned next to Residential is still in the “should not” category. It also applies to I-2. Mayor Kinsey asked Ms. Portner to look at that and make sure it's clear.

Planning Commissioner Paul Dibble commended Mr. Bricker for his time in developing his list of comments. He said staff will appreciate his list when they review it because the City wants the text to be technically correct from the English language perspective as well as from the technical points of view of the usage of the land. He thanked Mr. Bricker and felt staff sitting down with Mr. Bricker will be very helpful to the City.

Mike Joyce discussed the zoning matrix on page 39, Vehicle Service Limited. He asked if a conditional use in the B-1 zone could be allowed for a car wash in that setting. Ms. Portner said staff has already noted that and has agreed to the addition.

RECESS

Mayor Kinsey declared a brief recess at 9:00 p.m. Upon reconvening, all of the previous board members were present.

Chapter 3, pages 20 and 21, B-1 Neighborhood Commercial – Planning Commissioner John Elmer said staff has recommended striking a provision that was restricting B-1 districts to be .8 of a mile from another business or commercial zone district. He said the Planning Commission has historically looked for guidance on main arterials such as Patterson Road when spot zone requests are received. If they are spaced out, it is appropriate, versus every corner, or start some of the infill that's possible with all the vacant lands that exist. He would like to see it apply to new rezones, and not apply to the existing zone map, and not try to create non-conforming uses, but give criteria for new rezones.

Mayor Kinsey said Staff has recommended that be eliminated from the draft because it's not currently being met in all cases by the existing map.

Ms. Portner said the reason for recommending elimination is there are existing intersections where B-1 zoning is being proposed for more than one quadrant which would not comply with this section. They are existing situations. Using it as a criteria for future rezones to the neighborhood business would be acceptable.

City Attorney Wilson said the use of the word “should” does not create a non-conforming use. It’s clearly a policy direction as opposed to a mandate. He felt putting it in the general criteria made sense. Councilmember Terry agreed.

CHAPTER FOUR – ACCESSORY USES AND USE SPECIFIC STANDARDS

- Section 4-1-7 – Residential Sub-units and Accessory Dwelling Units are proposed to be allowed in any residential zone district. The existing Code allows for residential sub-units with a Special Use Permit. The proposed Code establishes standards for the units. Section 4-1-7.A.5 should be revised to read, “One of the units must be owner occupied.” Section 4-1-7.C.2 was revised since the last draft to require multiple story accessory structures to meet the principal structure setbacks.
- Section 4-1-8 – The Home Occupation Regulations have not been revised since the last draft.
- Section 4-1-10 – The fence regulations clarify that subdivision perimeter fencing must have landscaping in front of the fence. The section has also been revised since the last draft allowing the Director to approve an increase in height of a fence located on a retaining wall of up to one foot where there are unique features.
- Section 4-3-4.A.7 – The amortization provision for salvage yards in the existing Code has been revised for compliance with the proposed standards by December 31, 2004. Section 4-3-10 – Performance standards for Medical and Hazardous Waste Transfer Facilities are not in the existing Code.
- Section 4-3-14 – The Superstore/Big Box Development standards were revised since the last draft to increase the threshold building size from 40,000 s.f. to 50,000 s.f. It was also clarified that it would be applied to any stand-alone retail building exceeding 50,000 s.f., or any center in which any one building exceeds 50,000 s.f.
- Section 4-3-18 – Group living facilities have been categorized into two types, small group living facilities of 8 or fewer residents and large group living facilities of greater than 8 residents. Small group living facilities are proposed to be allowed uses in the residential zone districts. Large group living facilities require a Conditional Use Permit in the medium to high density residential districts, as well as the business and commercial districts.
- Section 4-3-19 – the Telecommunication Facilities/Towers section was inserted since the last draft of the Code. It is the same ordinance previously adopted by the City Council.

Ms. Portner discussed Section 4-1-7 Residential Sub-Units and Accessory Units (page 3). There is criteria for the allowance of an accessory unit that says the principal unit must be owner-occupied. She said that is incorrect. It was decided that one of the units should be owner-occupied. It does not have to necessarily be the principal unit. Staff is recommending that change.

Another revision in this section is for the accessory dwelling units that are actually detached from the house. It might be a detached garage that has been converted and may not meet the principal structure setbacks – it only meets the accessory structure setbacks. That could only be a single level accessory unit. In order to have a loft unit or second story, it would have to meet principal structure setbacks. A second floor that's much closer to the property line certainly intrudes in the privacy of the adjoining properties.

Planning Commissioner Terri Binder asked about the storage of large vehicles. She asked if "commercial vehicles" is talking about the large tractor/trailers. Ivy Williams, Code Enforcement, said the definition of commercial vehicles (Chapter 9, page 7) is rather broad. If there was a commercial vehicle that was able to meet the criteria in the storage of large vehicles section, there was no size limitation. The term large vehicles could include a semi truck. She felt there are subdivisions that have covenants in place that would provide beneficial restrictions.

Ms. Binder said she was concerned about some tractor/trailers being higher than the houses. Ms. Williams said there have been occasional complaints on that type of vehicle (two in the past two years). Ms. Williams said if the vehicle is parked more than 48 hours, it must meet the criteria in this section. Mayor Kinsey felt it isn't a problem that needs to be defined too closely right now. He suggested leaving it as written.

Planning Commissioner Joe Grout asked Ms. Williams to address Residential Storage. Ms. Williams referred to Chapter 4 – Outdoor Storage and Display (page 9). She suggested changing the language to the following wording: "For purposes of this section, permissible outdoor storage shall be screened and shall include the following materials that are stored for a period longer than 48 consecutive hours and occupy a volume of more than 150 cubic feet." The descriptions would be left as they are and take out (c) (Inoperable Automobiles) because it is covered further down. Mr. Grout said as long as the word "screened" is included it will help immensely.

Planning Chairman John Elmer asked if these are allowed more than 48 hours if screened. Ms. Williams said if there are items such as appliances that don't fall within the definition of "junk" in the Municipal Code, and they are to be kept on the property, they need to be screened in the manner prescribed. A Section in 4-1-10 will be added to accommodate this change.

Ms. Portner then discussed Section 4-1-10 – Fencing Regulations (page 12). Language has been added to allow the administrator to approve a fence on top of a retaining wall, with a total exceeding 6'. In this draft the administrator could approve additional height of up to 1'. Staff is now recommending eliminating the 1', and saying "Under these circumstances, the Director can approve an increase in height." There have been a few that have been 18" retaining walls, and given the topography, that is not an issue.

Ms. Portner discussed Section 4-3-14 – Superstore/Big Box Developments (page 44). Since the last draft, the building threshold size has been increased from 40,000 s.f. to 50,000 s.f. It is also clarified that it will be applied to any stand-alone retail building exceeding 50,000 s.f. or any center in which any one building exceeds 50,000 s.f. The last draft only talked about centers exceeding 50,000 s.f. The discussion was that if one of the buildings exceeds the limit, then it applies to the whole center rather than a series of 20,000 s.f. buildings in a center.

CITIZEN COMMENTS

Mr. Creighton Bricker discussed Section 4-1-9.a. (page 9) - Two vehicles intended for repair and restoration are permissible residential storage. The draft seems to say that if it's in enclosed

storage it must also be under an opaque cover. He thought the draft meant to say it must be garaged or under an opaque cover. He felt if there are two vehicles on the property, they should be in an enclosed storage.

Section 4-1-10 – Mr. Bricker said this paragraph is repeated identically in content in Chapter 6, pages 23 and 24. He felt that section should be checked.

Chapter 4, Section 4–2 (pages 13-23) – Mr. Bricker said this section does not address inflatable signs (balloons), political signs or neon signs, either allowed or not allowed.

Councilmember Terry said there is a section in the Code which deals with temporary signs. Mr. Bricker said political signs are not included in temporary signs. It is not specified.

Planning Commissioner Joe Grout said he didn't think the Sign Code had been amended. Ms. Portner said that is correct. Staff intentionally did not consider amendment of the Sign Code. She said inflatable signs fall under Temporary Signs where a Special Events Permit must be obtained. Mr. Bricker asked if neon signs fall under that same category. Ms. Portner said permanent neon signs are allowed.

Chapter 4, Section 4-3-1.c.1 (page 24) – Mr. Bricker said it seems to suggest this following scenario is possible: Assuming RSF-2 on a 25-acre parcel, with clustering of 59 units, this section would allow that development to have at one per ¼-acre of land, 100 cattle or horses or mules or burros or sheep as long as they are penned, and the pen is set back from the overall property lines. He wondered if the Code meant to allow that. If it can happen, it should be looked at.

Councilmember Terry explained Council tries to make sure it doesn't superimpose some restrictive regulations on properties that currently have agricultural animals when and if they might be annexed into the City. They don't want to place unnecessary regulations on property owners that would require them to change their current practices. Ms. Portner said this section has been in place a long time and is consistent with Mesa County's animal regulations. Mr. Bricker said the same situation is in Section 4-1-3.c. allowing 600 adult chickens, and is also possible.

Chapter 4, Section 4-3-5.a.17, Campgrounds (page 29) – Mr. Bricker quoted "One tree shall be located in close proximity to two separate camping spaces." When there is an odd number of spaces, somebody doesn't get close to anything. He suggested one tree per space, and it would look better and provide more shade to the camping space.

Chapter 4, Section 4-3-19.c. (page 59) – Mr. Bricker said it appears a ham operator may have, without City regulation, a tower or antenna up to 10' above the highest point of the roof measured from grade. If this is true, it is the only limitation he has found on ham operators. They seem to be studiously unregulated, possibly for good reason. He wondered if 10' is the right antenna height limitation. City Attorney Wilson said there are number around the Valley that have either been around for a long time or were erected before being annexed to the City.

Tom Logue commented on Section 4-3-11 (page 38-43). Throughout this section there are a lot of procedures and requirements, with approximately four sections and seven paragraphs already regulated by other agencies. His group feels their authority (State and Federal) would supersede the City's authority. It means more paperwork on his part and the additional cost would be passed onto the consumer. In paragraph 8 of that same section a traffic analysis for road and safety conditions is addressed. It talks about the "vicinity" of the area. He asked for a definition of how

far “vicinity” is, anywhere within 10 feet, ten miles, etc. He is hoping there will be a definition of “vicinity” in the final draft.

Mr. Logue discussed paragraph 9 which is another one which is regulated by the State and EPA. They would be willing to withdraw it in light of the fact that phase 2 of the stormwater plans the City’s going to be working on. The City is going to be responsible for a lot of the community-wide discharges and it should have an opportunity to review those upon the adoption of phase 2.

Mr. Logue had a question on paragraph 10, asking at what point in time that information can be required. Can it happen two days before a hearing, asking a developer to do a mammoth engineering study, or is it disclosed to the applicant during the pre-application conference.

Mr. Logue discussed page 40 saying there are several paragraphs which are redundant in terms of duplication of other agencies. He said his people are the ones exposing themselves to a liability issue by operating without a permit from the Mine Land Reclamation Board. He also referred to paragraph m. – If they operate without an Air Quality Control permit, there is a \$15,000/day fine. He felt it is redundant. It would shorten the Code substantially by removing those paragraphs. Paragraph p. is also redundant as pits are inspected on a two-year cycle.

Mr. Logue discussed paragraph d. – A true definition of a water course could be an irrigation ditch, a dry stream bed, the Colorado or Gunnison rivers, or Plateau Creek. He was concerned that someone has named a 12” irrigation ditch a water course. Councilmember Spehar asked how the County defines a water course. Mr. Logue said Mesa County’s definition includes major streams in the County, Colorado River, Gunnison River, Plateau Creek or a dry stream bed. Councilmember Spehar could see a need for the definition. He suggested City staff track the County’s definitions for consistency.

Mr. Logue had three burning concerns:

(1) Paragraph e. (page 40) – The gravel pit industry is the only industry that must meet this requirement which is submitting a plan receiving permission to use a public right-of-way. If it’s going to be included here, he asked that it be included in all other residential applications such as City and County shop buildings, road maintenance departments, mail delivery postal handling facilities, grocery stores and other large retail outlets that depend on trucking of their commodity. Councilmember Terry asked Mr. Logue if there are regulated numbers of trips for his type of operation. Mr. Logue said the State identifies the number of vehicle trips used per hour in order to design the access point (driveway entrance) to the highway to determine the length of acceleration/deceleration lanes. They also have certain safety restrictions in terms of sight distances, etc. His concern is an operation could become landlocked if you can’t get permission to use the adjoining or nearby roadways. Mr. Logue said the last sentence is the real concern which reads “Being responsible for upgrading and maintenance of the haul routes.” He said there are other sources of revenue that accomplish that. All their trucks pay tremendous fees to the State which are returned to the various cities and counties. He encouraged leveling the playing field by levying these requirements on other operations as well.

(2) Paragraphs s. and t. – Allowing three years of inactivity. Extensions can be requested up to five years. The delivery of sand and gravel products normally occur by trucks. Most of the operators will have several facilities in primary growth areas. The trucks can sit idle for a period of time particularly if growth patterns change. He could not see what harm there could be in leaving a facility set. He suggested broadening, during the review process, in allowing negotiated time on a case by case basis as opposed to a hard, fast three-year period. He also questioned the ability

of the City to enforce and track such a requirement. During the application, it ought to be a key element of the conditional use request as it relates to periods of inactivity.

(3) Paragraph x. – Requirement of landscaping for a sand and gravel facility utilizing, in his opinion, urbanized standards. Mr. Logue said most of the sand and gravel operations are going to be in the rural (outlying) areas. In many cases any landscaping that's done will be destroyed as part of the reclamation efforts. He thinks the landscaping should be done in a fashion in screening and buffering that's indicative of the area that it's in. There are a lot of sites that have no domestic or irrigation water available. Water for dust control is hauled in. He felt, given the temporary nature of a sand and gravel operation, the expenditure and maintenance of an urbanized landscape setting will be a true waste of money. Obviously, if the operation is located in an area closer to the City then perhaps the standards should change. He suggested the plan should be prepared in a fashion that is indicative of the area that it's in.

He offered to provide additional information on these three items if necessary.

Councilmember Terry asked how this issue is dealt with in the current Code. Planning Commission Chairman John Elmer said this is almost identical to the existing Code. He said there have been two new gravel pits in the past six months. He could not remember any until the City began annexing the pits on River Road.

As far as the haul route, Mr. Elmer said the pits located next to Persigo were very minor types of improvements. The other pit is located on 23 Road, north of Highway 6 & 50, and 23 Road is not sufficient to handle that type of truck traffic, so they are going to be required to do some overlay to bring it up to a minimum standard to withstand that level of truck traffic. Without that, the road would fail within a year's time. A level of 75 loaded trucks at 50 round trips per day, is a large impact on any County road, and most of the pits are located on County roads. He said the petitioner was willing to pave the stretch that was the direct route out.

Mr. Logue said they have a pending application that is analyzing intersections as far as two miles away to a half mile from the facility. That gets back to the definition of "vicinity." How far do the upgrades go? Councilmember Spehar said only one application has been turned down and that was over a safety issue, and the inability to increase right-of-way on Rosevale Road in order to create an access to the pit. He was trying to be sensitive to the needs of Mr. Logue's industry. He felt it is ludicrous to require landscaping which requires water in an area where no water is available. He also felt Mr. Logue deserves a reasonable definition of "vicinity."

Mr. Logue said his current concern is they go out and do a detailed engineering analysis of the roadway and submit it. The Public Works Department disagrees with the analysis, but still want him to do this. There are two professionals that won't agree on what needs to be done and in the meantime the project is delayed. Councilmember Spehar said some standard needs to be set that the applicant and Public Works Department can rely on. Mr. Logue said if the City wants to conduct a test and come up with a standard, that would be fine. There are other factors that come into play. They project 15 loads per hour, assuming a relatively short haul distance. If they're overlaying a road in front of a gravel pit within their plant, they could probably get upwards to 40 trips per hour because it's so close. If they're hauling to Collbran, they would be lucky to get five trips in an hour.

Councilmember Terry asked Mr. Logue if tonight is the first time he has seen this wording in the Code. Mr. Logue said they met in December, 1999 and reviewed the draft at that time.

Councilmember Terry did not recall discussions on Mr. Logue's concern at all. Ms. Portner said this section has not been discussed. Councilmember Terry asked if this section could be set aside for a short time to allow City staff to review some of Mr. Logue's comments and give some responses.

Mayor Kinsey agreed with Councilmember Spehar that perhaps landscaping is not appropriate in this case. Councilmember Spehar said he needs some standard by which to mitigate the situation. Council has an obligation both to the public and Mr. Logue's industry.

Mr. Logue said the performance standards are already incorporated in that section. He recommended expanding paragraph x. A lot of sites sit on top of a hill and there's no way to screen an operation that's 80' or 90' above the surrounding area. Others set low with large equipment and it's difficult to screen.

City Attorney Dan Wilson said Staff had already determined the landscaping makes no sense under these circumstances, generally, whether or not there's water. Staff has intended to recommend that change. Planning Commission Chairman John Elmer said if an operation is in an Industrial Zone and up against Industrial Zone, buffering is not needed between properties. The only place it will apply is along the roadway.

Mr. Wilson said regarding the three-year limit, an alternative schedule should be written into the Code. The reason for the clause is that if the community grows up around an inactive gravel pit, they forget. It's for the protection of the operator as well as the adjoining property owners.

Regarding the route haul plan, Mr. Wilson felt some discretion should be left to the Public Works Director to define the "vicinity". It should be negotiated. If no agreement is reached, it should go to the Planning Commission or City Council for a final decision on what is safe.

Mr. Logue said the landscaping requirements in an Industrial Zone is 1 tree/5,000 s.f. Most sand and gravel operations today are marginal at 10 acres. Forty acres is a good size. Their current site is 104 acres. One tree per 5,000 s.f. of area is a lot of trees.

Mayor Kinsey said Council is agreeable on the recommendation to eliminate landscaping, providing for a development plan that may exceed the time. In terms of the haul road, he agreed leaving it to the discretion of the Public Works Department at the time, but Council is willing to look at standards. He suggested Mr. Logue and his group get together and make some specific suggestions for a starting point for discussions with Public Works, and for later discussion by Council.

Councilmember Spehar didn't want to start from the standpoint of eliminating landscaping completely. He would consider minimizing landscaping or reasonable landscaping, but that is another tool he can use to let businesses operate.

Ms. Portner said Mr. Logue wanted the opportunity to operate a gravel pit operation in any of the zones. There may be instances where it's different than the typical industrial or agricultural areas where they could be closer to residential areas. Councilmember Spehar said if it's in residential areas or fronting on a major street, he would certainly like to leave landscaping requirements.

Planning Commission Chairman John Elmer felt an operation, when located next to a residential zone, must demonstrate the same noise standard listed earlier in the Code. Councilmember

Terry asked if there is always an on-site crusher or is it variable. Mr. Logue said not necessarily. There are dry pits where they are only extracting materials.

Mike Joyce, representing the Chamber of Commerce, discussed page 3, Accessory Dwelling Unit. In a larger commercial or industrial operation, there may be a need for a caretaker to reside on the property, or employee housing. He felt there should be a way to allow such dwellings. He has clients that need on-site housing because they may have to leave suddenly. He felt the standards set forth in this section are very good.

Councilmember Terry asked if there is a section that allows an exception in a commercial area. Ms. Portner said it allows for a business residence although the residence must be in a principal business structure. The Code does not allow a free-standing residence on a commercial or industrial site for any purpose.

Mr. Joyce also discussed Section 4-3-14 – Superstore/Big Box (page 44). He said the County came up with a good compromise. They require 50,000 to be the trigger on these regulations when it is next to a residential subdivision. If it's not adjacent to a residential area, there's not the possibility of as much of an impact, and at that time they looked at using 100,000 s.f. as the threshold when it's adjacent to commercial or industrial sites. The Chamber of Commerce understands this is becoming a community focal point, but they want it to give flexibility to the development community while also protecting the adjoining residential uses.

Larry Rasmussen referred to Section 5.a. and b. (page 46). With the simplicity of a few words, the Code has taken away any opportunity for an architect to come up with a creative design as a result of complying with these criteria. The ability to regulate exists in many other sections of the Code. He felt these requirements are excessive. Councilmember Terry said she has viewed big box stores in other municipalities that have had design standards applied to them. It can be done and she would like to see how it works.

Mr. Bricker said the big box stores requirements are great. He said such requirements in the city in which he lived previously has had these requirements for many years. As a result, it's a pleasant environment even in the middle of huge industrial areas. It can be done.

There being no other comments, the hearing was closed.

The meeting is to be continued at 7:00 p.m. on Tuesday, February 22, 2000, in the Columbine Room at Two Rivers Convention Center.

ADJOURNMENT

The meeting was adjourned at 10:20 p.m.

Attach 2

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

City Council
 Workshop
 Formal Agenda
Meeting Date:
March 1, 2000

Date Prepared: February 24, 2000
Author: Ron Watkins
Title: Purchasing Manager
Presenter Name: Ron Watkins
Title: Purchasing Manager

Subject: Authorizing a contract to purchase and install modular furniture systems in the new City Hall.

Summary: Staff is requesting authorization for the City Manager to sign a contract between the City and Office Outfitters & Planners, Inc. to purchase and install furniture in the new City Hall. The amount of the contract is \$ 156,000, and the purchase will be made off of the State price agreement.

Background Information: Council has previously approved the purchase of modular and common area furniture for City Hall. Blythe Design + co. has been hired as the architect firm to design the furniture plan, as well as to administer the purchase and installation of the new furniture. The furniture plan includes 38 complete workstations as well as some additional components to compliment existing workstations. The plan also includes furniture for common areas such as training, conference, hearing, and lunch rooms as well as reception and lobby areas. The furniture has been selected in coordination with the overall interior design of the new building.

The purchase price of the modular workstations has been secured through the State of Colorado price agreement with the national manufacturing firm of Steelcase by way of the local franchise vendor, Office Outfitters & Planners Inc. The purchase of the remaining furniture will be competitively bid through the coordinated efforts of the City's Purchasing Division and Blythe Design + co.

Budget: Total budget approved for the new furniture is \$384,000. This contract is for the purchase of the Steelcase modular workstations and is for \$156,000.

Action Requested/Recommendation:

Authorization for the City Manager to sign the contract between the City and Office Outfitters & Planners, Inc.

Citizen Presentation: Yes No. If yes,

Name: N/A
Purpose: N/A

Report results back to Council? No Yes, When _____

Placement on agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Individual Consideration <input type="checkbox"/> Workshop
--

Attach 3

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

City Council
 Workshop
 Formal Agenda
Meeting Date: March 1, 2000

Date Prepared: February 23, 2000
Author: Shawn W. Cooper
Title: Park Planner
Presenter Name: Joe Stevens
Title: Director, Parks and Recreation

Subject:

Award contract to United Companies of Mesa County, Inc. located at 2273 River Road, Grand Junction, Colorado 81505 for the construction of the parking lot expansion at Canyon View Park as publicly bid as Bid # 03-00, in the amount of \$129,494.15. The expansion of the parking lot will add 171 stalls adjacent to the three recently added multi-purpose fields.

Summary:

Council is requested to authorize the City Manager to sign a contract with United Companies of Mesa County to construct the parking lot expansion at Canyon View Park. United Companies was the lowest qualified bid received of the six bids received and publicly opened and read at 2:00 p.m. on February 18, 2000 at the City's purchasing department. The parking lot expansion is needed to allow for additional parking required by the scheduling of the three new multi-purpose fields on the south end of Canyon View Park.

Background Information:

The expansion of the parking lot is needed to allow for the parking required by the additional games being played on the new fields at Canyon View Park. The original parking lot was designed to accommodate the number of vehicles for the original five fields and some incidental use. Calculating that approximately 50 vehicles are associated with each field during games, the result of the new fields is a need for an additional 150 spaces plus 21 incidental uses, such as picnickers, walkers and other park users. The expansion of the lot will be the same design as the original lot and when completed will not appear to be an expansion. This project will include the concrete curb and gutter, asphalt paving, and drive access to G ROAD improvements; striping and surrounding site work. Separate projects to include landscaping and lighting of the new lot will follow later this year. On February 18, 2000 six bids were received and read. United Companies of Mesa County was the apparent lowest qualified bidder. Staff has reviewed the bids received and is recommending that the contract be awarded to United Companies of Mesa County in the amount of \$129,494.15.

Budget:

Current funding is allocated from the 1999 budget and carry-forward for these improvements within the \$348,000 for "Canyon View Improvements", acct. #2011-711-80350-G29900.

Action Requested/Recommendation:

Authorize the City Manager to enter into a contract on behalf of the City of Grand Junction with United Companies of Mesa County in the amount of \$129,494.15 for the construction of the parking lot expansion at Canyon View Park as directed in Bid #03-00.

Citizen Presentation:

Yes X No. If yes,

Name
Purpose

Report results back to Council? No Yes, When _____

Placement on agenda: Consent Individual Consideration Workshop

**City of Grand Junction Purchasing Department
Bid Results**

Bid #- 03-00

Bid Date: February 18,2000

For: Canyon View Park

Bid Time: 2:00 P.M.

Dept.: Parks and Recreation

BIDDER	Rec'd. Add.	Bid Bond	TOTAL BID
Palisade Constructors	X	X	\$158,187.64
Vista Paving	X	X	\$142,789.19
Elam Construction	X	X	\$153,769.00
United Paving	X	X	\$129,494.15
G&G Paving Construction	X	X	\$139,488.39
Precision Paving & Construction	X	X	\$186,323.50

Attach 4

CITY OF GRAND JUNCTION

City Council Agenda
City Council _____
 ___ Workshop
 _X Formal Agenda
Meeting Date: March 1, 2000

Date Prepared: February 23, 2000
Author: Martyn Currie
Title: Acting Chief of Police

Presenter Name: Martyn Currie
Title: Acting Chief of Police

Subject: Contract with Mesa State College for the provision of police services by the Grand Junction Police Department

Summary: The attached contract authorizes the Grand Junction Police Department to engage in the provision of police services to Mesa State College. The Grand Junction Police Department will provide a Police Sergeant and three Police Officers to patrol the college campuses during the afternoon, evening and nighttime hours while classes are in session. During the summer vacation months the Police Officers and Sergeant would be assigned to other schedules and duties resulting from the annual summer increase in demands for police services. Mesa State College would pay approximately 75% of the personnel costs for our providing the service.

Background Information: In July 1999, City Administration was approached by representatives from Mesa State College who were looking at their options regarding the provision of police services on the campuses of Mesa State College. Discussions took place over the following months that resulted in the contract that is being offered for your consideration and approval.

Budget: The first year total cost is part of Exhibit 1 that is attached to and part of the contract. Of the total cost of \$296,759 for personnel, operating costs and capital outlay the City would receive revenue from Mesa State College of \$222,510. Since the contract will not go into effect until March 1, 2000, that cost and the subsequent revenue will be prorated for 2000.

Action Requested/Recommendation: Request that City Council authorize the City Manager to sign the contract on behalf of the City of Grand Junction.

Citizen Presentation ___yes ___X___no If yes, Name_____

Purpose:

Report results back to Council? ___Yes, ___X___No, When _____

Placement on agenda: _X_ Consent _____ Individual Consideration _____ Other

BaseWork Center Procedures
Form Procedures
Worksheet

DATE: 7/6/1999

Form/Procedure Name: City Council Agenda Item Cover Sheet

Reference Item #: 1 Reference Page #: _____

BaseWork Center Name: Department Head Team

- | Item # | Procedure |
|--------|--|
| 1 | Enter date prepared by month/day/year |
| 2 | Enter name of author/person responsible for form preparation |
| 3 | Enter title of author/person responsible for form preparation |
| 4 | Check appropriate City Council meeting for item to be presented |
| 5 | Enter date for which item is to be presented by month/day/year |
| 6 | Enter name of person(s) who will be presenting the item to council |
| 7 | Enter the title of the person(s) who will be presenting the item to council |
| 8 | Enter the subject/topic – should be short and specific, this is what will appear on the agenda so make it so the public will understand |
| 9 | This is a summary of the subject to be presented. The entry should be limited to no more than three to five typed lines and should be brief, concise, and should state the purpose and request for the item. |
| 10 | Prepare and enter appropriate background information for the item. Background information should provide relevant details needed for Council understanding of the topic. Items of discussion should include fiscal impact, location of property (if appropriate), controversial issues, list of vendors and their location and respective bids (if appropriate), and any other discussion points needed to support staff's recommendation. Also, relation to the long term vision. |
| 11 | Provide a brief description of budget implications associated with the request. Include items such as budgeted funds available. If the item is unbudgeted or if insufficient funds are available, provide information on the suggested fund source to cover the short fall. If the request is for contingency include the current amount available in contingency. |
| 12 | Enter staff recommendation and the action requested of Council. Keep the entry brief and specific. |
| 13 | Check the appropriate box to indicate a citizen presentation and provide the name of the presenter and the purpose for the presentation. |
| 14 | Council will decide if they would like a report or update of this decision brought back to them in the future. |
| 15 | Select and check the appropriate agenda location for Council consideration if the item is for the formal agenda. |
| 16 | Review the form for accuracy, spelling, punctuation, and grammar. |
| 17 | Attach appropriate support material to the form. Items may include contracts, agreements, proposed resolutions and ordinances, maps, comment letters, and any appropriate agency review comments. |
| 18 | This form, with items 5, 6, 7, 8, 9, 11, & 12 completed, must be received by the City Clerk no later than noon on the Tuesday preceding the Council meeting. (These items will be placed on appropriate agendas as submitted) |
| 19 | This form completed in its entirety must be submitted along with appropriate attachments to the City Clerk no later than noon on the Thursday preceding the Council meeting. |

A G R E E M E N T

THIS AGREEMENT is made and entered into this 1st day of March 2000, by and between the CITY OF GRAND JUNCTION, COLORADO, hereinafter referred to as the CITY and THE TRUSTEES OF THE STATE COLLEGES OF COLORADO, by and on behalf of MESA STATE COLLEGE, hereinafter referred to as TRUSTEES or MESA;

WHEREAS, the CITY and MESA have agreed to enter into a contract wherein the CITY will provide police and law enforcement services to and for Mesa State College; and

WHEREAS, the TRUSTEES have concluded that the provision of law enforcement services by the CITY will assist in furthering MESA's security, including crime prevention and personal security; and

WHEREAS, the CITY represents that it is qualified, ready, willing and able to perform the services set forth in this agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

SCOPE OF SERVICES

1. The CITY shall provide three police officers and police sergeant (collectively referred to as "the Officers" or "Officers") that shall be assigned to the main campus of Mesa State College and the Unified Technical Education Center campus beginning March 1, 2000 to and through June 30, 2000. The Agreement shall be renewed July 1, 2000 and extend to June 30, 2001 and may subsequently be renewed thereafter on mutually agreeable terms. Between July 1 and August 31 of any contract year staffing and duty assignment(s) shall be as determined by the CITY. Beginning September 1 any contract year officers shall be assigned to fulfill the obligations of this Agreement. At all times the officers duties shall be as defined by the CITY in accordance with the GJPD Directive Manual, as amended and as determined by the commanding officer(s). The Directive Manual, as amended, is incorporated by this reference as if fully set forth. Generally, the officers' activities and the services, which will be provided in accordance with this agreement may include but are not necessarily, limited to:

- a. enforcing all laws of the City of Grand Junction, Mesa County and the State of Colorado
- b. performing walking, bicycle and motor patrols of the City designated beat area. The beat area shall generally include but not limited to Bergman Field and the nearby residential streets and areas. A copy of the designated MSC Beat Area map is attached hereto and incorporated by this reference as if fully set forth.
- c. performing building security, security patrol and uniformed escort services

- d. providing security for on campus special events and sporting events as determined is necessary or required by the City
- e. acting as a community service/liaison officer/crime prevention officer
- f. providing crime/criminal activity reporting facilities
- g. completion and submission of all required reports and documentation including but not limited to "Student Right to Know" and UCR reports, statistical analyses and compilation
- h. other duties as assigned.

2. The CITY, by and through the Grand Junction Police Department and the Chief of Police, is responsible for authorizing, approving and supervising the work performed under this Agreement. The CITY shall consult with MESA on staffing, scheduling and the scope of duties assigned to the Officers. MESA shall be deemed to have consented to all operations of the Grand Junction Police Department provided under or in accordance with this Agreement knowing that the services shall be performed in accordance with standards of care, skill, training, diligence and judgment provided by officers and police organizations who perform work of a similar nature to the work described in this Agreement. If MESA objects in writing to any tactic, operational or functional decision, including, staffing, scheduling or the scope of duties assigned to the Officers, then MESA and CITY shall meet and confer. If MESA continues to object or an accommodated position mutually suitable to the parties is not determined after meeting and conferring with the CITY about any tactic, operational or functional decision, including, staffing, scheduling or the scope of duties assigned to the Officers, MESA may terminate in accordance with paragraph 2 of the TERMINATION provisions hereof.

3. The CITY shall hire, train and equip the Officers assigned to MESA in accordance with standard departmental practices.

4. MESA shall provide to the CITY suitable, secure office space, including telephone connections, telephones, heating, cooling, lighting, parking and any and all reasonably necessary or required physical facilities, including but not limited to desks, chairs, countertops and filing cabinets. All physical facilities shall be at no cost to the CITY and shall reasonably provide the Officers with the space necessary to write reports conduct confidential interviews and otherwise conduct the duties and activities of the Officers. MESA shall provide keys, access code or combination to the offices and any other space or area reasonably required by the CITY.

5. MESA shall provide no less than 10 suitable locations, as determined by the CITY, for pamphlet and printed material distribution racks. MESA shall furnish the racks; the CITY shall furnish the printed material.

6. MESA shall provide access to records kept or maintained by the MESA police department and/or other records kept or maintained by MESA for law enforcement purposes concerning suspected, alleged or charged criminal activity, building security, threats or other matters concerning the safety of persons or property. MESA may disclose to the CITY students' education records or information in a health and safety emergency as defined in 34 C.F.R. 99.32 and 99.33. MESA shall disclose to the CITY records of its law enforcement unit as those expressions are defined in 34 C.F.R. 99.8 and other records which are not student education records when necessary for the CITY's performance of law enforcement services under this Agreement.

TIME OF PERFORMANCE

1. The initial agreement shall be for the term of March 1, 2000 to June 30, 2000 and July 1, 2000 to June 30, 2001. The Agreement may be renewed annually on mutually agreeable terms and conditions thereafter for 12-month periods. Either party upon 12 months written notice after the initial agreement term may terminate the Agreement. Between July 1 and August 31 of any contract year the CITY may assign, reassign or schedule the MSC Beat Area to receive more or less service than as generally provided pursuant to this Agreement during other months.

COMPENSATION

1. The TRUSTEES hereby agree to facilitate the provision of City law enforcement services to MESA by paying for those services in advance of delivery. Payment shall be made in full on or before July 1, 2000 for the initial agreement and before July 1 of each year thereafter if the Agreement is renewed.

2. The TRUSTEES hereby agree to pay the CITY a sum not more than \$222,510.00 for services under and for the year 2000. The attached financial schedule labeled Exhibit 1, incorporated herein by this reference as if fully set forth, details the cost of service together with amortized start-up and accrual costs.

3. The TRUSTEES hereby agree that if this Agreement is not renewed through June 30, 2005 that MESA shall be liable to the CITY for payment of the Start-up and Accrual costs of not less than \$45,580.00 as shown in the attached financial schedule labeled Exhibit 2. MESA and the CITY agree that the payment provided for in Exhibit 2 does not represent a penalty or liquidated damages but instead is compensation necessary and required to make the CITY whole. MESA may pay Start-up and Accrual costs in such amounts and on such schedule as agreed to by the parties.

4. During any Transitional Period, which term shall be generally defined as any period of 30 continuous days or more, for any or no reason, that the CITY is not at full force on the campus costs billed to the college shall be on a pro-rata basis reflecting actual costs incurred by the City.

MSC Police Service Agreement

February 2000

Page 4

For purposes of determining a Transitional Period the months of July and August, shall be excepted. In July and August of any contract year the CITY may assign, reassign or schedule the MSC Beat Area to receive more or less service than as generally provided pursuant to this Agreement during other months.

TERMINATION

1. In the event that the CITY shall fail to perform to the satisfaction of the TRUSTEES, or the TRUSTEES and/or MESA shall fail to perform to the satisfaction of the CITY, either party shall be entitled to terminate this Agreement.

2. If this Agreement is terminated solely for the convenience of the MESA and/or the TRUSTEES and/or because funds are not appropriated, budgeted or otherwise available for the next succeeding fiscal year, the Agreement may be terminated on 60 days written notice. The CITY shall be compensated for its Start-up and Accrual costs and for the value of its services actually performed before the date of termination.

3. If this Agreement is deemed void, voidable or illegal by a finding or judicial order, determination, judgment or decree by a court of competent jurisdiction because it violates the Civil Service Amendment the TRUSTEES and/or MESA may immediately terminate the Agreement. The CITY shall be compensated for its start-up costs and for the value of its services actually performed before the date of termination.

NOTICES

1. Notices concerning this Agreement shall be made in writing by the CITY to the TRUSTEES at the Office of Financial and Administrative Services, Mesa State College, Post Office Box 2647, Grand Junction, Colorado 81502 and by the TRUSTEES to the CITY at 250 North 5th Street, Grand Junction, Colorado 81501 with a copy to the Office of the City Attorney at 250 North 5th Street, Grand Junction, Colorado 81501, by prepaid United States mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service.

SEVERABILITY

1. In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

NO THIRD PARTY BENEFICIARIES

1. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the CITY and the TRUSTEES and nothing contained in this agreement shall give or allow any such claim or right of action by any other or third person on such agreement. It is the express intention of the CITY and the TRUSTEES that any other person other than the CITY or MESA and/or the TRUSTEES receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

INDEMNIFICATION

1. The CITY hereby agrees to, as allowed by law, indemnify and hold harmless the TRUSTEES, MESA and the State of Colorado, their officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the CITY's negligent performance under this Agreement or its entry of State owned property upon which the work under this Agreement is to be performed and including acts and omissions of the CITY's officers, employees and representatives. The CITY's obligation to indemnify or hold harmless the TRUSTEES, MESA and the State of Colorado, their officers, agents and employees under this paragraph shall not apply to liability and/or damages resulting from the negligence, reckless and or willful act of the TRUSTEE'S and/or MESA'S students, officers, agents or employees or the officers, agents or employees of the State of Colorado. This paragraph shall survive the termination of this Agreement.

2. The TRUSTEES and MESA hereby agree to indemnify and hold harmless the CITY and its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising in any way from the negligence of the TRUSTEES, MESA and their officers, agents and employees in the execution and performance of this Agreement.

3. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act 24-10-101 et. seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property and other injuries which lie in tort or could lie in tort that arise out of the negligence of the CITY, the TRUSTEES and/or MESA and their respective officers, agents and employees is controlled and limited by the provisions of 24-10-101 et. seq. C.R.S., as now or hereafter amended and as to the TRUSTEES, MESA and their officers, agents and employees by the provisions of 24-30-1501 et. seq., C.R.S, as now or hereafter amended. Any provision of this Agreement, whether or not incorporate herein by reference, shall be controlled, limited and modified so as to limit the liability of the CITY, MESA and the TRUSTEES to and in accordance with the above cited law.

ASSIGNMENT

1. This Agreement shall not be assigned, pledged or transferred in whole or in part.

STATUS OF CITY

1. For all purposes under this Agreement, the CITY, its officers, agents and employees are and shall be deemed an independent contractor retained on a contractual basis to perform professional services and it is not intended nor shall it be construed that employees of the CITY are employees of the Trustees of the State Colleges of Colorado, Mesa State College or the State of Colorado. The law enforcement services provided hereunder are not, and shall not be considered exclusive to MESA but such services shall be considered the principal assignment of any Officer so assigned. The parties acknowledge and agree that the assigned Officer(s) may at certain times be required to respond to other locations, situations or emergencies other than those directly arising from or related to the provision of services under or pursuant to this Agreement.

HEADINGS

1. The headings contained in this agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

ENTIRE AGREEMENT

1. The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. Alterations, amendments, changes or modifications to this Agreement may be made but the same shall be valid only if they are contained in an instrument, which is executed by all the parties with the same formality as this Agreement.

VENUE

1. This Agreement shall be deemed to have been made in, and shall be construed and interpreted in accordance with the laws of the City of Grand Junction, Mesa County, and Colorado.
2. Any legal action shall be brought in the Mesa County District Court.

CONTROLLER'S APPROVAL

1. This Agreement shall not be deemed valid until the Controller of the State of Colorado or his designee shall have approved it. This provision is applicable to any contract involving the payment of money by the State.

FUND AVAILABILITY

1. Financial obligations of the State payable after the fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

DISCRIMINATION AND AFFIRMATIVE ACTION

1. The CITY agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402, C.R.S.), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975.

During the performance of this Agreement, the CITY agrees as follows:

- a. The CITY will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The CITY will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship, the contractor agrees to post in conspicuous places, available to employees and applicants for employment.
- b. The CITY will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.
- c. The CITY will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- d. A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organizations, or expel and such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of handicap, race, creed, color, sex, age, national origin, or ancestry. (24-34-402(1)(c), C.R.S.)
- e. A labor organization, or the employees thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this Agreement to be discriminatory or obstruct any person from complying with the provisions of this contract or any order issued thereunder, or attempt either directly or indirectly, to commit any act defined in this contract to be discriminatory. (24-34-402 (1)(e), C.R.S.)
- e. In the event of the CITY's non-compliance with the non-discrimination clauses of the agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CITY may be declared ineligible for further state contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

GENERAL

1. The laws of the City of Grand Junction, Mesa County Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision of this Agreement whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
2. At all times during the performance of this Agreement, the CITY shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.

3. The signatories hereto aver that they are familiar with 18-8-301, et. seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq. (Abuse of Public Office), C.R.S. and that no violation of such provisions is present.

4. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

CITY OF GRAND JUNCTION

by: _____
Mark Achen
City Manager

RECOMMENDED AND APPROVED

by: _____
Martyn Currie
Acting Chief of Police

ATTEST:

by: _____
Stephanie Nye
City Clerk

TRUSTEES OF THE STATE COLLEGES IN COLORADO
FOR THE USE AND BENEFIT OF MESA STATE COLLEGE

by: _____
Michael Gallagher
President
Mesa State College

ATTEST:

by: _____

STATE CONTROLLER

by: _____

ATTEST:

by: _____

Attach 5

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

City Council
 Workshop
 Formal Agenda
Meeting Date: March 1, 2000

Date Prepared: February 24, 2000
Author: Rick Dorris
Title: Development Engineer
Presenter Name: Tim Moore
Title: Public Works Manager

Subject: Escrow Agreement between the City of Grand Junction and the Developer of Horizon Park Meadows Subdivision.

Summary: The purpose of this item is to request approval of an escrow agreement. This allows the City to use \$219,000 (without triggering TABOR) from an adjacent development to pay part of the construction cost of the Horizon Drive reconstruction project.

Background Information: Horizon Park Meadows Subdivision (HPM) is a 5 lot subdivision occurring on the northeast corner of 12th and Horizon. It fronts Horizon Drive from the roundabout to the projection of 15th street. HPM would have had to construct extensive improvements to Horizon Drive to provide safe ingress/egress. This work amounted to approximately \$219,000. The City was planning to reconstruct Horizon Drive under the CIP in a few years. Rather than have HPM construct improvements that the City would need to remove, an agreement was reached where HPM will pay to the City the equivalent amount of their improvements and the City will reconstruct Horizon Drive in 2000.

If HPM paid the money directly to the City, it would be governed by the TABOR amendment. An escrow account can be established to circumvent this problem, see attached. Disbursements will be made directly from this escrow account.

Budget: Not applicable.

Action Requested/Recommendation: Approve escrow agreement by motion.

Citizen Presentation: Yes No. If yes,
Name
Purpose

Report results back to Council? No Yes, When _____

Placement on agenda: <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Individual Consideration <input type="checkbox"/> Workshop

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is made as of the _____ day of _____, 2000, by and between the City of Grand Junction (the "City"), XYZ Developer (the "Developer"), and Western Colorado Title Company (the "Escrow Agent")

Recitals.

Subdivider is nearing completion of its five lot subdivision, lot 3 of which is intended to be developed as the site for a longer stay hotel. The proposed development will generate additional traffic on that portion of Horizon Drive between 12th Street and the intersection of Horizon and G Road (hereinafter "Hotel Stretch"). To mitigate the development impacts and to serve its property, Developer must construct two accesses onto 12th Street and two onto Horizon Drive, in addition to improvements to the Hotel Stretch.

In order to integrate with existing street conditions on the Hotel Stretch, Developer proposed to build several hundred feet of retaining wall and to reconstruct several hundred feet of new concrete bicycle path. Developer's proposed improvements to the Hotel Stretch would have resulted in a street section nearly as wide as that for a collector street section because of the addition of adequate left turn lanes to service Developer's property.

The City had planned to eventually improve the Hotel Stretch. Due to Developer's willingness to sign this agreement, the City is willing to construct improvements to the Hotel Stretch, but only if the City does not pay for any portion of the Developer's required improvements or any improvements for which Developer would have paid or constructed in the absence of the Developer's project.

If Developer simply paid the City to make the improvements to the Hotel Stretch, including Developer's required improvements, such payment would be treated as revenue to the City under Article X of Colorado's constitution (affectionately known as 'TABOR'). The net effect of several factors is that the City would be injured fiscally if Developer paid the City to contract for improvements for the benefit of Developer since

the City's it's overall budget would be reduced by the amount of Developer's payment to the City by Developer.

Developer benefits if the City improves the Developer Stretch during 2000 since, pursuant to this agreement, Developer will spend the same amount of money as it would have under its proposal, yet the entire Hotel Stretch is improved to City standards, with curb, guttering and sidewalks along all of Developer's southern frontage.

NOW THEREFORE, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, City, Developer and Escrow Agent enter into this agreement as provided.

1. The real property being developed by Developer is described as: Lots 1 through 5, inclusive, Horizon Park Subdivision. The City's approval of the development thus far proposed was granted February ____, 2000; Planning file number _____. The legal description of the property prior to platting into Horizon Park Subdivision is filed in said Planning File.
2. As Lots 1 through 5 develop, each lot and the owner of each shall be subject to an obligation to reimburse the City for a pro rata, or other equitable basis, portion of the costs incurred by the City in improving the Hotel Stretch. The City agrees that Developer is discharging its duty to reimburse its proportionate share of the City's costs to improve the Hotel Stretch by performing according to the terms of this Agreement.
3. City and Developer hereby agree to engage Escrow Agent to serve as the Escrow Agent with respect to the Escrow (hereinafter defined) pursuant to this Agreement.
4. Developer herewith deposits with the Escrow Agent \$219,XXX.XX in Colorado Good Funds (the "Money"), and agrees to execute and deliver such documentation as may be required by the City and/or Escrow Agent to effectuate the purposes of this Escrow and Agreement, and to implement Developer's duties to construct infrastructure as provided in City Planning File _____.
5. The Money shall be held by Escrow Agent in accordance with the terms of this Agreement.

6. (a) Upon receipt of the Money, Escrow Agent shall place the Money into an interest bearing account in a federally insured bank located in Grand Junction, Colorado.

Escrow Agent shall notify Developer and the City's Finance Director of the account number of such account. The Escrow Agent shall first use accrued interest, if any, and then the Money to pay for the Developer's Horizon Costs, defined below.

(b) If the Developer's Horizon Costs exceed the sum of the Money and accrued interest thereon, Developer shall pay the to the City any balance of the costs to construct the Developer's Horizon Costs within thirty days of notice thereof from the City; Escrow Agent is not a party to this particular term.

(c) At the termination of the Escrow, if the Developer's Horizon Costs are less than the sum of the Money and accrued interest thereon, Escrow Agent shall first return to Developer any remaining interest and second, any Money. Such remaining Money shall not be returned to Developer until after thirty days notice to the City. Said notice to the City is to allow any person to make legitimate claims to the Money while it is in the possession of the Escrow Agent.

8. The estimate of \$219, XXX.XX is the cost to construct the Horizon Costs, based on current City experience with unit prices and applicant's design and engineering consisting in part of:

- A left turn lane along most of the southern frontage of Developer's property
- Widening of asphalt travel mat on the north and south sides of Horizon Stretch
- West bound right turn deceleration lane into the west entrance of Developer's property
- Retaining wall
- Concrete bicycle path reconstruction
- Guardrail

9. The City design includes:

- 3-lane collector section along entire length, north and south, of the Hotel Stretch

- Right turn deceleration lanes into both entrances into/from Developer's property
- Curb and gutter on the north side of Horizon Stretch
- Curb, gutter, and walk on the south side of Horizon Stretch

10. In the event of any dispute between City and Developer regarding the disbursement of the Money, or any interest thereon, or in the event the Escrow Agent shall receive conflicting demands or instructions with respect thereto, Escrow Agent shall be entitled, without liability, to deliver the Money and interest into the registry of the District Court for Mesa County, Colorado, and to interplead City and Developer in connection therewith. City and Developer hereby consent to the jurisdiction of such court in connection with any such dispute.

11. Developer agrees to pay for the reasonable services provided by Escrow Agent pursuant to this Agreement and Escrow, and to reimburse Escrow Agent for attorneys fees and costs incurred in collecting such payments from Developer. Nevertheless, in the event Developer neglects or refuses to timely pay Escrow Agent, City agrees to do so.

12. Escrow Agent may deduct payment for its services from the accrued interest on the Money.

13. Copies of all notices given by any party hereunder shall be delivered in person or mailed, postage prepaid, to all other parties hereto, to the following addresses:

If to City: 250 N. Fifth Street
Grand Junction, CO 81501
Attn: Dan Wilson

If to Developer : _____

If to Escrow Agent: Western Colorado Title Company
531 Rood P.O.Box 178
Grand Junction, CO 81502
Attn: Don Paris
Fax: (970) 243-3070

14. This Agreement may not be modified, amended or altered in any way except by a writing (which may be in counterpart copies) signed by both City, Developer and Escrow Agent.

15. This Agreement may be signed in several counterparts, and each such counterpart shall be valid and enforceable against the other party or parties by whom it is signed.

16. Nothing herein shall be construed to relieve Developer from its duties to construct and pay for the Developer's required improvements as listed in more detail as the attachment to the Development Improvements Agreement required as a condition of the subdivision approval. See Planning File: _____

IN WITNESS WHEREOF, City, Developer and Escrow Agent have executed this Escrow Agreement as of the date first above written.

City of Grand Junction

By: _____

ATTEST: _____
Secretary

DEVELOPER

By: _____

ATTEST: _____
Secretary

ESCROW AGENT: Western Colorado Title Company

By: _____
Don Paris, Manager

Attach 6

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

City Council
 Workshop
 Formal Agenda
Meeting Date: 3/1/00

Date Prepared: 2/23/00
Author: Bret Guillory
Title: Project Engineer
Presenter Name: Tim Moore
Title: Public Works Manager

Subject: Award of a Construction Contract for **27½ Road Reconstruction Phase 3 and Horizon Drive Reconstruction 12th Street to G Road to M. A. Concrete Construction** in the amount of **\$1,136,501.60.**

Summary: Three bids were received and opened on February 15, 2000 for **27½ Road Reconstruction Phase 3 and Horizon Drive Reconstruction 12th Street to G Road.** The low bid was submitted by **M. A. Concrete Construction** in the amount of **\$1,136,501.60.**

Background Information: This project is Phase 3 of the reconstruction of 27½ Road from 400 feet north of Cortland Avenue to Horizon Drive and reconstruction of Horizon Drive from 12th Street to G Road. The improvements to 27½ Road will include a three lane 44 foot wide asphalt mat with on street bike lanes and seven foot wide monolithic vertical curb, gutter, and sidewalk along both sides of 27½ Road. Improvements to Horizon Drive will include a three lane 44 foot wide asphalt mat with seven foot wide monolithic vertical curb, gutter, and sidewalk along the south side of the street and 2 foot wide vertical curb and gutter along the north side of the street. An existing 10 foot wide detached bicycle/pedestrian path along the north side of Horizon Drive will be completed from 12th Street to G Road as part of this reconstruction Project. The intersection of Horizon Drive and G Road/27½ Road will also be reconstructed with this project.

The City will also receive \$216,000 in escrow from the developers of Horizon Park, located at the northeast corner of the intersection of 12th Street and horizon Drive. This will be in accordance with the development agreement that is in place with the City and shall be in lieu of half street improvements. Two accesses to the property have been provided for in the design for the reconstruction of Horizon Drive.

The Horizon Drive Interceptor will also be replaced under this contract. The \$83,274.00 construction cost will be funded out of Fund 904. The fund has a balance of \$3,381,865 with approximately \$2,776,794 already earmarked for the 24 Road Sewer replacement and the Persigo Final Clarifier. Taking this project into account along with proposed interest revenues, the year end balance in the fund should be around \$1,160,000. Future capital projects should not be jeopardized by these expenditures.

Budget: The following bids were received for this project:

Contractor	City	Bid
M.A. Concrete Construction	Grand Junction	\$ 1,136,501.60
United Companies	Grand Junction	\$ 1,292,065.50
Bogue Construction	Fruita	\$ 1,297,349.90
Engineers Estimate		\$ 1,178,528.50

PROJECT COSTS:

Construction Contract	\$ 1,136,501.60
Street Lighting (PSCo)	\$ 90,359.00
Traffic Signals	\$ 60,000.00
Construction Engineering Cost (Estimate)	\$ 24,000.00
Right of way (new 27½ Road alignment)	\$ 60,000.00
Total Project Costs	\$ 1,370,860.60

FUNDING:

2000 Budget	\$ 1,250,000.00
Fund 904 (Sewer)	\$ 83,274.00
Escrow account (Horizon Park)	\$ 216,000.00
Phase 3 Road Reconstruction	<u>\$-1,370,860.60</u>

Balance Remaining **\$ 178,413.40** **Contract**

Information: The Contractor is required to furnish 100% Performance and payment Bonds.

The Contract Time has been set at 90 Working Days. Construction is tentatively scheduled to begin March 6, 2000 and will be completed by July 10, 2000.

M. A. Concrete Construction has indicated that CC Enterprises of Grand Junction will be its subcontractor for traffic control, Elam Construction will be the subcontractor for street paving, and Adcock Construction will be the subcontractor for concrete work. All other work will be performed by M. A. Concrete Construction.

Action Requested/Recommendation: It is recommended that the City Council authorize the City Manager to enter into a Construction Contract with **M. A. Concrete Construction** in the amount of **\$1,136,501.60** for the **27½ Road Reconstruction Phase 3 and Horizon Drive Reconstruction 12th Street to G Road.**

Citizen Presentation: Yes No. If yes,
Name:
Purpose:

Report results back to Council? No Yes, When _____

Placement on agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Individual Consideration <input type="checkbox"/> Workshop

Attach 7

CITY COUNCIL AGENDA CITY OF GRAND JUNCTION

City Council
 Workshop
 X Formal Agenda
Meeting Date: March 1, 2000

Date Prepared: March 1, 2000
Author: Mike Best
Title: Sr. Engineering Technician
Presenter Name: Tim Moore
Title: Public Works Manager

Subject: Construction Contract award for the **Ute and Pitkin Ave. Curb, Gutter and Sidewalk Replacement.**

Summary: This project will replace the damaged and displaced curb and gutter along Ute and Pitkin Ave.; before, the State of Colorado, Department of Transportation (CDOT) starts its asphalt overlay of the streets.

Background Information: CDOT will overlay portions of Ute and Pitkin Ave. from 1st Street to 14th Street. The City will replace portions of the substandard curb, gutter and sidewalk that has been damaged and displaced. The replacement work will correct the majority of the drainage problems that exist in this area. Handicap curb ramps will be installed with this work at several intersections. Unnecessary and unused curb cuts will also be closed.

The bids for the **Ute and Pitkin Ave. Curb, Gutter and Sidewalk Replacement** were opened on February 22, 2000. The following is a summary of the bids:

Bidder	Total Bid
Mays Concrete	\$195,645.00
Precision Paving	\$189,541.50
G and G Paving	\$187,187.00
Reyes Construction	\$185,201.00
Vista Paving	\$169,193.80
Engineer's Estimate	\$183,737.81

Staff recommends **Vista Paving L.L.C.**, be awarded the construction contract for the total contract price of **\$169,193.80**. The Contractor is prepared to complete the construction of the curb, gutter, and sidewalks in the 60-day contract time. The construction completion date is June 5, 2000. The Contractor is required to furnish performance and payment bonds for 100% of the contract amount.

Budget: This project will be funded from several sources. The majority of the funds will be from the Contract Street Maintenance Fund; 2011-F00426.

Item	Cost
Engineering Cost Date	\$ 2,000.00
Construction Inspection (Estimate)	\$ 20,000.00
Project Management (Estimate)	\$ 3,000.00
Construction Contract	\$169,193.80
Total	\$194,193.80

Project Funding:

Accessibility F02000	\$ 5,668.00
Contract Street Maintenance F00426	\$165,480.80
New Sidewalks F01300	\$ 3,841.00
Water Department	\$ 19,204.00
Total	\$194,193.80

Action Requested/Recommendation: It is recommended that the City Council authorize the City Manager to enter into a Construction Contract with **Vista Paving L.L.C.** for the **Ute and Pitkin Ave. Curb, Gutter and Sidewalk Replacement** in the amount of **\$169,193.80** dollars.

Citizen Presentation: _____ **Yes** **X** **No. If yes,**
Name
Purpose

Report results back to Council? **X** No ___ Yes, When _____

Placement on agenda: <u>X</u> Consent ___ Individual Consideration ___ Workshop
--

Attach 8

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

City Council

Workshop

Formal Agenda

Meeting Date: March 1, 2000

Date Prepared: February 24, 2000

Author: Bill Nebeker

Title: Senior Planner

Presenter Name: Bill Nebeker

Title: Senior Planner

Subject: White Willows Annexation

Subject: Annexation of the property to be subdivided as White Willows Subdivision generally located at 2856 C ½ Road, 2851 and 2863 D Road; #ANX-2000-018.

Summary: Resolution for Referral of Petition to Annex/First reading of the annexation ordinance/Exercising land use jurisdiction immediately for the White Willow Annexation generally located at 2856 C ½ Road, 2851 and 2863 D Road and including portions of D Road rights-of-way. The 40.41-acre White Willows Annexation area consists of three parcels of land. The owners of the property have signed a petition for annexation as part of a request for preliminary subdivision plat approval.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: It is recommended that City Council approve the resolution for the referral of petition to annex, first reading of the annexation ordinance and exercise land use immediately for the White Willows Annexation and set a hearing for April 5, 2000.

Citizen Presentation: Yes No. If yes,

Name

Purpose

Report results back to Council? No Yes, When _____

Placement on agenda: Consent Individual Consideration Workshop

BACKGROUND INFORMATION:

Location: 2856 C ½ Road, 2851 and 2863 D Road

Applicant: Gene Patnode

Owners: Robert J. & Marvelle F. Smith; Patricia B. McBride; & The Patnode Family Trust

Representative: Banner Associates, Inc.

Existing Land Use: Agricultural/Vacant/Single Family

Proposed Land Use: Residential

Surrounding Land Use:

North: vacant & agricultural

South: residential, agricultural & vacant

East: agricultural & vacant (proposed Skyler Subdivision)

West: single family residential

Existing Zoning: AFT (County)

Proposed Zoning: RSF-4 (Residential Single Family with a maximum of 4 units per acre)

Surrounding Zoning:

North: PE (Planned Education - Mesa County)

South: AFT (Mesa County)

East: City PR 4

West: R1-B (2 dwellings per acre - Mesa County)

Relationship to Comprehensive Plan: The Growth Plan future land use map recommends “residential” with densities ranging between 2 and 4 units per acre for this property.

Staff Analysis:

ANNEXATION:

This annexation area consists of annexing 40.41 acres of land including portions of the D Road and Florida Street rights-of-way. . Florida Street is proposed to be vacated with the preliminary subdivision request. The actual acreage of the White Willows

Subdivision property is 39.56 acre. The property is now being annexed into the City of Grand Junction.

It is my professional opinion, based on my review of the petition and my knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the White Willows 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 owners consent.

The following annexation schedule is being proposed.

March 1 st	Referral of Petition to Annex & 1 st Read (30 Day Notice)
March 14 th	Planning Commission considers Zone of Annexation
March 15 th	First Reading on Zoning by City Council
April 5 th	Public hearing on Annexation and Zoning by City Council
May 7, 2000	Annexation and Zoning Effective

RECOMMENDATION: Approval

WHITE WILLOWS ANNEXATION SUMMARY

File Number: ANX-2000-018

Location: 2851 C ½ Road, 2851 & 2863 D Road

Tax ID Numbers: 2943-191-00-006, 2943-191-00-136, 2943-191-00-043

Parcels: 3

Estimated Population: 3

of Parcels (owner occupied): 0

of Dwelling Units: 2 (existing homes will be removed and replaced with 126 lot subdivision)

Acres: 40.41 acres for annexation area including 0.85 acres of ROW

Developable Acres Remaining: 39.56 acres

Right-of-way in Annexation:

- 0.85 acres in D Road; (entire D Road ROW width adjacent to parcel except for a two foot strip for Davidson Annexation - See Map) Additional acreage in Florida Street is proposed for vacation and is not counted herein.

Previous County Zoning: AFT

Proposed City Zoning: RSF-4 Residential

Current Land Use: Agricultural/Vacant/Residential

Future Land Use: Residential

Assessed/Actual Values:

Assessed Value	Actual Value
TOTAL = \$ 18,670	TOTAL = \$160,360

Census Tract: 8

Address Ranges:

- **2851 thru 2875 D Road (odd only)**

Special Districts:

Water: Ute Water

Sewer: Central Grand Valley Sanitation

Fire: Grand Junction Rural Fire

Drainage: Grand Junction Drainage

School: District 51

Pest:

**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 1st day of March, 2000, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. __ - 00

**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**

WHITE WILLOWS ANNEXATION

**LOCATED at 2856 C ½ Road, 2851 and 2863 D Road
and including a portion of the D Road rights-of-way**

WHEREAS, on the 1st day of March, 2000, 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:

A parcel of land situate in the SE 1/4 of Section 18 and in the NE 1/4 of Section 19, all in Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the S 1/4 corner of Section 18; thence N 00°00'32" W along the west line of the SW 1/4 SE 1/4 of said Section 18 a distance of 28.00 feet to a point; thence N 90°00'00" E along a line 28.00 feet north of and parallel with the south line of said SW 1/4 SE 1/4 a distance of 989.27 feet to a point; thence leaving said line S 00°05'25" E a distance of 28.00 feet to a point on the south line of the SW 1/4 SE 1/4 of said Section 18; thence leaving said south line S 00°05'25" E a distance of 1328.45 feet to a point on the south line of the NW 1/4 NE 1/4 of Section 19; thence N 89°52'58" W along the south line of said NW 1/4 NE 1/4 a distance of 331.40 feet to a point; thence crossing Florida Street S 00°00'00" W a distance of 40.00 feet to the northeast corner of Lot 7 of Bevier Subdivision; thence S 00°00'00" W along the east line of said Lot 7 a distance of 525.43 feet to the approximate centerline of a Drain; thence along said approximate centerline the following 2 courses:

- 1) S 76°29'02" W a distance of 336.14 feet;
- 2) S 79°07'28" W a distance of 185.34 feet to a point on the south line of the N 1/2 of Lot 8 of Bevier Subdivision;

thence N 89°52'58" W along the south line of the N 1/2 of said Lot 8 a distance of 128.66 feet to a point; thence leaving said south line N 00°00'00" W a distance of 137.00 feet to a point; thence N 89°52'58" W a distance of 22.50 feet to a point on the west line of the SW 1/4 NE 1/4 of said Section 19; thence N 00°00'00" W along the west line of said SW 1/4 NE 1/4 a distance of 543.00 feet to the CN 1/16 corner of said

Section 19 (said CN 1/16 corner also being the southeast corner of Lot 6, Block 1 of Pine Estates Filing No.2); thence N 00°00'00" W along the west line of the NW 1/4 NE 1/4 of said Section 19 a distance of 1326.42 feet to the N 1/4 corner of said Section 19 and point of beginning, containing 40.41 acres more or less.

WHEREAS, the 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 5th day of April, 2000, in Two Rivers Convention Center, 159 Main Street, Grand Junction, Colorado, at 7:30 p.m. 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 Community Development Department of the City.**

ADOPTED this ___ day of _____, 2000.

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

Published:

March 3, 2000

March 10, 2000

March 17, 2000

March 24, 2000

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

WHITE WILLOWS ANNEXATION

APPROXIMATELY 40.41 ACRES

**LOCATED AT 2856 C ½ ROAD, 2851 AND 2863 D ROAD
AND INCLUDING PORTIONS OF THE D ROAD RIGHTS-OF-WAY**

WHEREAS, on the 1st day of March, 2000 the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of April, 2000; 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:

A parcel of land situate in the SE 1/4 of Section 18 and in the NE 1/4 of Section 19, all in Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the S 1/4 corner of Section 18; thence N 00°00'32" W along the west line of the SW 1/4 SE 1/4 of said Section 18 a distance of 28.00 feet to a point; thence N 90°00'00" E along a line 28.00 feet north of and parallel with the south line of said SW 1/4 SE 1/4 a distance of 989.27 feet to a point; thence leaving said line S 00°05'25" E a distance of 28.00 feet to a point on the south line of the SW 1/4 SE 1/4 of said Section 18; thence leaving said south line S 00°05'25" E a distance of 1328.45 feet to a point on the south line of the NW 1/4 NE 1/4 of Section 19; thence N 89°52'58" W along the south line of said NW 1/4 NE 1/4 a distance of 331.40 feet to a point; thence crossing Florida Street S 00°00'00" W a distance of 40.00 feet to the northeast corner of Lot 7 of

Bevier Subdivision; thence S 00°00'00" W along the east line of said Lot 7 a distance of 525.43 feet to the approximate centerline of a Drain; thence along said approximate centerline the following 2 courses:

3) S 76°29'02" W a distance of 336.14 feet;

4) S 79°07'28" W a distance of 185.34 feet to a point on the south line of the N 1/2 of Lot 8 of Bevier Subdivision;

thence N 89°52'58" W along the south line of the N 1/2 of said Lot 8 a distance of 128.66 feet to a point; thence leaving said south line N 00°00'00" W a distance of 137.00 feet to a point; thence N 89°52'58" W a distance of 22.50 feet to a point on the west line of the SW 1/4 NE 1/4 of said Section 19; thence N 00°00'00" W along the west line of said SW 1/4 NE 1/4 a distance of 543.00 feet to the CN 1/16 corner of said Section 19 (said CN 1/16 corner also being the southeast corner of Lot 6, Block 1 of Pine Estates Filing No.2); thence N 00°00'00" W along the west line of the NW 1/4 NE 1/4 of said Section 19 a distance of 1326.42 feet to the N 1/4 corner of said Section 19 and point of beginning, containing 40.41 acres more or less.

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

INTRODUCED on first reading on the 1st day of March, 2000.

ADOPTED and ordered published this ___ day of _____, 2000.

Attest:

President of the Council

City Clerk

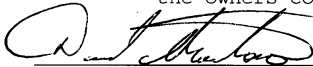
WHITE WILLOWS ANNEXATION

Public Hearing before Grand Junction City Council 4/5/00

It is my professional belief; based on my review of the petition, pursuant to C.R.S. 31-12-104, that the White Willows Annexation is eligible to be annexed.

It complies 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 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 owners consent.



David Thornton, AICP

Feb 24, 2000

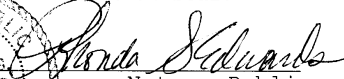
Date

STATE OF COLORADO
SS:
COUNTY OF MESA)

Subscribed and sworn to before me this 24th day of February 2000,
by David L. Thornton. Witness my hand and official seal.

My Commission expires
Sept. 20, 2001





Notary Public
(eligible)

STATE OF COLORADO }
COUNTY OF MESA }

SS

AFFIDAVIT

Patricia B. McBride, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.

Subscribed and sworn to before me this 24th day of February, 1999. 2000

Witness my hand and official seal.



Debbie A. Fisher
Notary Public

200 Grand Ave, #400
Grand Jct Address CO 81501

My commission expires: 3-14-2003

(affidavit)

WHITE WILLOWS ANNEXATION
PETITION FOR ANNEXATION

Page 3

89DEG 45MIN, East 330.00 feet along said North boundary to the point of beginning, Mesa County, Colorado.

Clyde W. McBride 2863 D Road, Grand Junction, CO 81504
NAME ADDRESS

DECEASED _____
SIGNATURE DATE

Patricia B. McBride 2863 D Road, Grand Junction, CO 81504
NAME ADDRESS

Patricia B. McBride 2/24/00
SIGNATURE DATE

Tax Parcel #2943-191-00-006
Property Address: 2851 D Road
And Property Legal Description described as:

The W ¼ of the NW ¼ of the NE ¼ of Section 19, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado.

The Patnode Family Trust 3129 B Road, Grand Junction, CO 81503
NAME ADDRESS

The Patnode Family Trust,
Loretta A. Patnode 2-22-00
SIGNATURE DATE

LORETTA A. PATNODE
Print name of Signer

STATE OF COLORADO }
COUNTY OF MESA }

SS

AFFIDAVIT

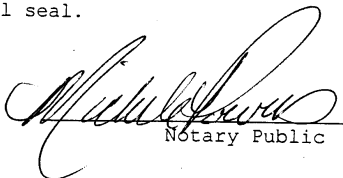
Loretta Patnode, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.

Subscribed and sworn to before me this 22 day of February, ~~2000~~ 2000

Witness my hand and official seal.



Notary Public

2770 US Hwy 50 B.J. CO 81503
Address

My commission expires: 2/28/02



My Commission expires
January 28, 2002

(affidavit)

STATE OF COLORADO }
COUNTY OF ~~MESA~~ }
 FREMONT }

SS

AFFIDAVIT

ROBERT J. SMITH, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.



Subscribed and sworn to before me this 22nd day of February, ~~1999~~ 2000.

Witness my hand and official seal.

John D. Gaet
Notary Public

2101 Fremont Drive, Canon City
Address CO 81212

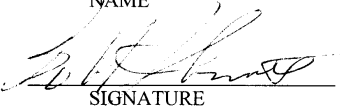
My commission expires: 6-17-2001


WHITE WILLOWS ANNEXATION
PETITION FOR ANNEXATION

Page 2

Tax Parcel #2943-191-00-043
Property Address: 2856 C ½ Road
And Property Legal Description described as:

Lots 7 and 8 lying North of the Drain, Bevier's Subdivision; EXCEPT beginning at the Southwest Corner of the N ½ of said Lot 8; thence North 137 feet; thence East 22.5 feet; thence South 137 feet; thence West 22.5 feet to the beginning, Section 19, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado.

<u>Robert J. Smith</u>	<u>378 Evergreen Road, Grand Junction, CO 81501</u>
NAME	ADDRESS
	<u>2/22/00</u>
SIGNATURE	DATE

<u>Marvelle F. Smith</u>	<u>378 Evergreen Road, Grand Junction, CO 81501</u>
NAME	ADDRESS
	<u>2/22/00</u>
SIGNATURE	DATE

Tax Parcel #2943-191-00-136
Property Address: 2863 D Road
And Property Legal Description described as:

The East ¼ of the NW ¼ NE ¼ of Section 19, Township 1 South, Range 1 East of the Ute Meridian, except the following described property, to wit: That part of the N ½ NE ¼ of Section 19, Township 1 South, Range 1 East of the Ute Meridian, being described as follows: Beginning at a point on the north boundary of said section 19 whence the NE corner of said section 19 bears south 89DEG 45MIN East 1320.00 feet; thence South 1326.83 feet to the South boundary of the N ½ NE ¼ of said section 19; Thence North 89DEG 39MIN West 330.00 feet along said South boundary; Thence North 1326.25 feet to the North boundary of said section 19; Thence South

**PERIMETER BOUNDARY LEGAL DESCRIPTION
WHITE WILLOWS ANNEXATION**

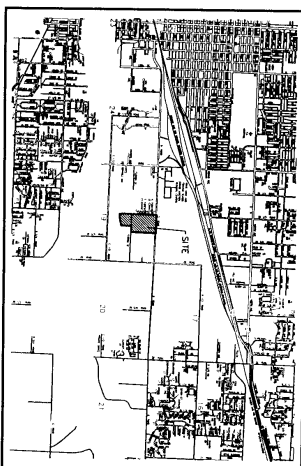
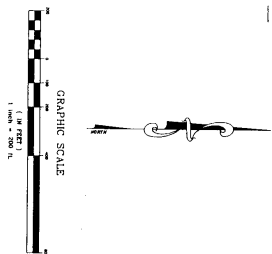
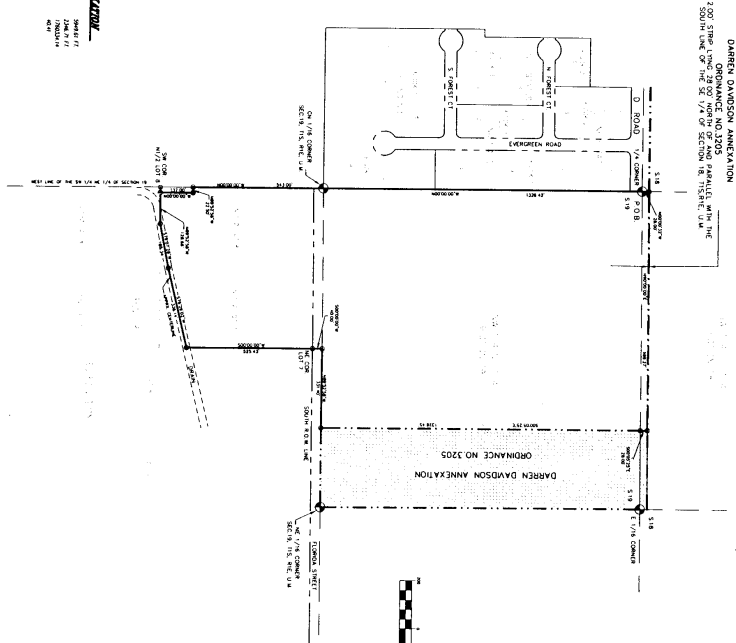
A parcel of land situate in the SE 1/4 of Section 18 and in the NE 1/4 of Section 19, all in Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the S 1/4 corner of Section 18; thence N 00°00'32" W along the west line of the SW 1/4 SE 1/4 of said Section 18 a distance of 28.00 feet to a point; thence N 90°00'00" E along a line 28.00 feet north of and parallel with the south line of said SW 1/4 SE 1/4 a distance of 989.27 feet to a point; thence leaving said line S 00°05'25" E a distance of 28.00 feet to a point on the south line of the SW 1/4 SE 1/4 of said Section 18; thence leaving said south line S 00°05'25" E a distance of 1328.45 feet to a point on the south line of the NW 1/4 NE 1/4 of Section 19; thence N 89°52'58" W along the south line of said NW 1/4 NE 1/4 a distance of 331.40 feet to a point; thence crossing Florida Street S 00°00'00" W a distance of 40.00 feet to the northeast corner of Lot 7 of Bevier Subdivision; thence S 00°00'00" W along the east line of said Lot 7 a distance of 525.43 feet to the approximate centerline of a Drain; thence along said approximate centerline the following 2 courses:

- 1) S 76°29'02" W a distance of 336.14 feet;
- 2) S 79°07'28" W a distance of 185.34 feet to a point on the south line of the N 1/2 of Lot 8 of Bevier Subdivision;

thence N 89°52'58" W along the south line of the N 1/2 of said Lot 8 a distance of 128.66 feet to a point; thence leaving said south line N 00°00'00" W a distance of 137.00 feet to a point; thence N 89°52'58" W a distance of 22.50 feet to a point on the west line of the SW 1/4 NE 1/4 of said Section 19; thence N 00°00'00" W along the west line of said SW 1/4 NE 1/4 a distance of 543.00 feet to the CN 1/16 corner of said Section 19 (said CN 1/16 corner also being the southeast corner of Lot 6, Block 1 of Pine Estates Filing No.2); thence N 00°00'00" W along the west line of the NW 1/4 NE 1/4 of said Section 19 a distance of 1326.42 feet to the N 1/4 corner of said Section 19 and point of beginning.

WHITE WILLOWS ANNEXATION
 SITUATE IN THE SE 1/4 OF SECTION 18 AND IN THE NE 1/4 OF SECTION 19
 ALL IN TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN
 COUNTY OF MESA, STATE OF COLORADO



LEGAL DESCRIPTION

A portion of town straddle in the SE 1/4 of Section 18 and in the NE 1/4 of Section 19, all in Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

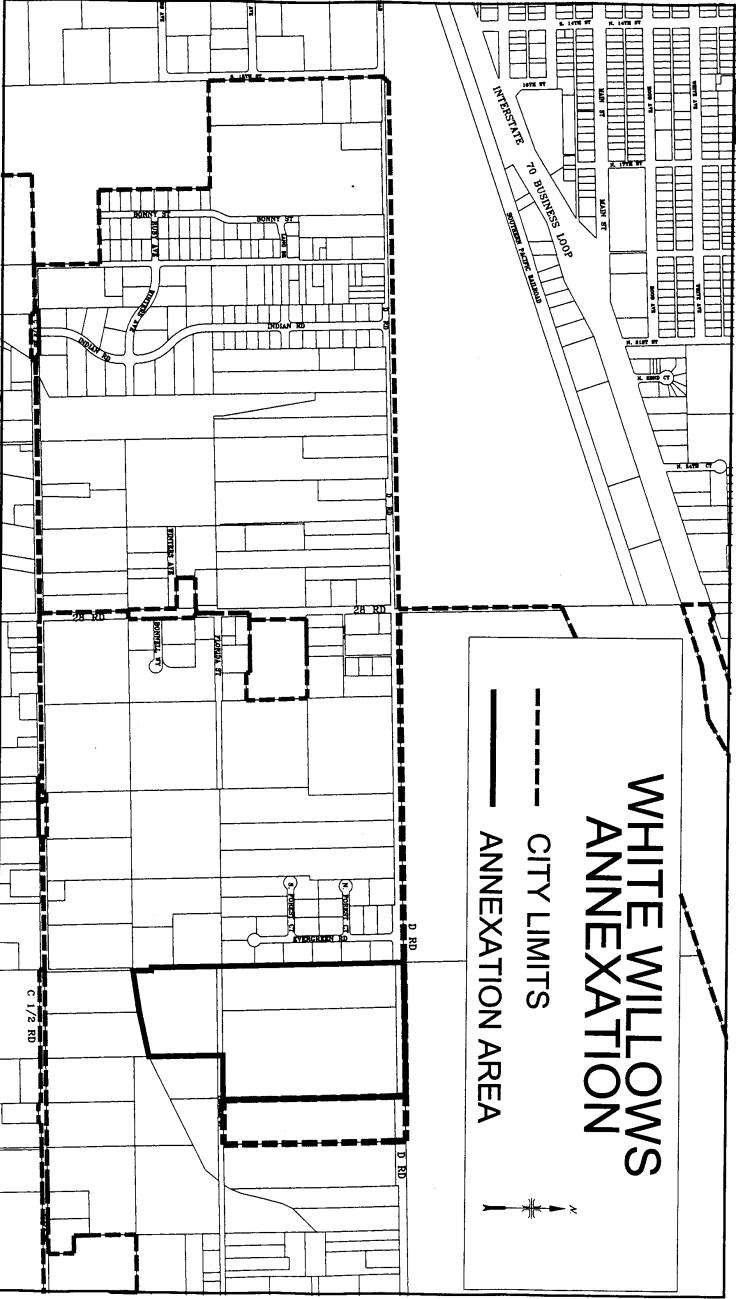
Beginning at the SW 1/4 corner of Section 18, Thence N 00°01'32\"

TABLE OF ABSECTIONS
 SECTION 18, T. 1S, R. 1E, S. 10W
 SECTION 19, T. 1S, R. 1E, S. 10W

NOTICE	DATE: 12-21-2008	SCALE:	1" = 50'
DESIGNED BY: [Name]	CHECKED BY: [Name]	APPROVED BY: [Name]	DATE: [Date]
DEPARTMENT OF PUBLIC WORKS AND UTILITIES ENGINEERING AND TECHNICAL SERVICES DIVISIONS CITY OF GRAND JUNCTION, COLORADO			
WHITE WILLOWS ANNEXATION			

ORDINANCE NO. _____ REPEALER DATE _____

The Engineer(s) certifies that this plan, map, or drawing was prepared by him or her, or under his or her direct supervision and control, and that he or she is a duly licensed Professional Engineer in the State of Colorado.



WHITE WILLOWS ANNEXATION

--- CITY LIMITS
—— ANNEXATION AREA



Attach 9

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

City Council	Date Prepared:	February 23, 2000
<input type="checkbox"/> Workshop	Author:	Kristen Ashbeck
<input checked="" type="checkbox"/> Formal Agenda	Title:	Senior Planner
Meeting Date: March 1, 2000	Presenter Name:	Same
	Title:	

Subject: FP-2000-008 Arrowhead Acres II Filing 2

Summary: Request for approval of 1) vacation of a temporary access easement for the cul-de-sac turnaround at the end of B.4 Road; and 2) vacation of the remainder of the cul-de-sac right-of-way at the end of B.4 Road.

Background Information: See attached staff report.

Budget: NA

Action Requested: Adopt ordinances vacating temporary access easement and right-of-way for B.4 Road.

Citizen Presentation: **Yes** **No. If yes,**
Name
Purpose

Report results back to Council? **No** **Yes, When** _____

Placement on agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Individual Consideration <input type="checkbox"/> Workshop
--

CITY OF GRAND JUNCTION

DATE: March 1, 2000

CITY COUNCIL

STAFF PRESENTATION: Kristen Ashbeck

AGENDA TOPIC: FP-2000-008 Vacation of Easement/Vacation of Right-of-Way

SUMMARY / ACTION REQUESTED: Request for approval of 1) vacation of a temporary access easement at the end of B.4 Road; and 2) vacation of the cul-de-sac turnaround at the end of B.4 Road.

BACKGROUND INFORMATION:

Location: B-1/2 Road and Arlington Drive

Applicant: A.C. Rinderle Trust – Leo Rinderle

Existing Land Use: Large Vacant Parcel

Proposed Land Use: Filing 2 – 44 Detached Single Family Lots; 115 Total All Filings

Surrounding Land Use:

North: Under Construction - Arrowhead Acres II Filing 1

South: Undeveloped Future Filing of Arrowhead Acres II

East: Single Family Residential

West: Large Lot Single Family Residential

Existing Zoning: RSF-5

Proposed Zoning: Same

Surrounding Zoning:

North: RSF-5

South: RSF-5

East: PD-8 (Mesa County)

West: R-2 (Mesa County)

Relationship to Comprehensive Plan: The Arrowhead Acres II property is shown in two future land use categories on the Future Land Use Map of the Growth Plan. The northern 8 acres of the site is within the residential medium development area with a density from 4 to 7.9 units per acre. The southern 18 acres is within the residential medium low development area with a density from 2 to 3.9 units per acre. The developer has attempted to average this density over the entire 26 acres, which resulted in the proposed density of 4.5 units per acre.

Staff Analysis:

Project Background/Summary. The applicant is proposing to subdivide an undeveloped area of land totaling approximately 26 acres located west of the southwest corner of B-1/2 and 28-1/2 Roads into 115 detached single family residential lots. The proposed density (4.5 units per acre) of this project is a result of averaging the two future land use categories stated above over the entire parcel. The property was zoned RSF-5 when it was annexed in 1999. The Planning Commission approved the Preliminary Plan for the project in March 1999, the Final Plat for Filing 1 in June 1999 and the Final Plat for Filing 2 on February 8, 2000.
FP-2000-008 / March 1, 2000 / Page 2

Access/Streets. Filing 2 will be accessed from an extension on Arlington Drive south as well as from the east with a connection to B.4 Road which presently dead-ends in a cul-de-sac on this property. In addition, B.4 Road will be stubbed out to the west to provide access to the adjoining property.

Lot Configuration/Bulk Requirements. All of the proposed lots meet the minimum standards of the RSF-5 zone district. The minimum lot size in RSF-5 is 6,500 square feet with a minimum lot frontage of 20 feet. The setbacks for the RSF-5 district are as follows: Front Yard: 23 feet; Rear Yard: 25 feet; Side Yard: 5 feet. Accessory structures will be allowed in the rear half of the lots with rear and side yard setbacks of 3 feet.

Drainage/Irrigation/Utilities. A detention pond is under construction with Filing 1 in the northwestern portion of the Arrowhead Acres II site to capture the stormwater runoff from the project. Water will be released from the pond at a historic rate into an existing ditch along the northern property line. Utilities exist in the vicinity of the project with the major services from the Orchard mesa Sanitation District, Ute Water, and Public Service.

Vacation of Easement/Right-of-Way. When the subdivisions to the west of this property were platted, turnarounds for the extension of B.3 and B.4 Roads were required to be dedicated on the Arrowhead Acres II property. The B.4 Road cul-de-sac is improved with a gravel surface and the portion of right-of-way that encumbered Lot 14, Block 2 of Filing 1 was vacated with that phase. The vacated portion was replaced with a dedication of additional temporary turnaround easement to ensure that the turnaround still met the minimum radius needed for emergency vehicles. With Filing 2, both the remainder of right-of-way and the temporary turnaround easement must be vacated.

Findings of Review. Section 8-3 of the Zoning and Development Code lists the criteria by which vacations of easements and rights-of-way are reviewed. Staff has the following findings for this right-of-way vacation request.

Landlocking. The vacated right-of-way and easement will be replaced by dedication of new right-of-way for an extension of B.4 Road. Thus, the vacation will not landlock any parcel of land.

Restrictive Access. The vacation of right-of-way and easement will not restrict access to any parcel.

Quality of Services. The proposed vacations will not have adverse impacts on the health, safety, and/or welfare of the community and will not reduce the quality of public services provided to any parcel of land.

Adopted Plans and Policies. General policies of providing neighborhood connections for pedestrian and vehicular travel will be achieved by vacating the easement and right-of-way and allowing for B.4 Road to be constructed as a through street.

FP-2000-008 / March 1, 2000 / Page 3

Benefits to City. As stated above, the vacations will allow for extension of B.4 Road as a through street which will provide additional neighborhood access for the existing and proposed subdivisions.

PLANNING COMMISSION RECOMMENDATION (2/8/00 – 7-0): Approval of the vacation of the B.4 Road right-of-way and easement turnaround with no conditions.



CITY OF GRAND JUNCTION, COLORADO

Ordinance No. _____

VACATING A TEMPORARY TURNAROUND ACCESS EASEMENT FOR
THE B.4 ROAD CUL-DE-SAC WEST OF 28-1/2 ROAD

Recitals.

The applicant is proposing to construct Filing 2 of the Arrowhead Acres II Subdivision on vacant parcels west of the southwest corner of B-1/2 and 28-1/2 Roads. When the subdivisions to the west of this property were platted, turnarounds for the extension of B.3 and B.4 Roads were required to be dedicated on this property. A portion of the B.4 Road right-of-way was previously vacated with Arrowhead Acres Filing 1. That portion was replaced with an additional easement area for temporary turnaround access. The applicant is proposing to vacate the easement that was previously dedicated with Filing 1 and replace it with dedication and construction of B.4 Road as a through street from 28-1/2 Road west to Arlington Drive; and

The Grand Junction Planning Commission, having heard and considered the request at its February 8, 2000 hearing and found the criteria of Section 8-3 of the Zoning and Development Code to have been met, recommended approval of the vacation request.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE TEMPORARY TURNAROUND ACCESS EASEMENT FOR B.4 ROAD WEST OF 28-1/2 ROAD DESCRIBED BELOW AND IDENTIFIED ON EXHIBIT A ATTACHED IS HEREBY VACATED:

A segment of land used as a temporary turnaround easement, located in Lot 1, Blk 4 of Arrowhead Acres II as recorded in Mesa County, CO, described as follows: Commencing at the NE cor of Lot 1, Blk 4; S00deg41'15" W 50' along E line of Lot 1, Blk 4 the POB; along the arc of a non-tangent curve to the right 120.25', having a central angle of 137deg47'39" and a radius of 50', the chord of which bears N81deg01'56" W 93.29'; along the arc of a non-tangent curve to the left 140.42' having a central angle of 171deg10'33" and a radius of 47', the chord of which bears S79deg29'32" W 93.72'; N00deg04'15" E 2.55' to POB.

INTRODUCED for FIRST READING and PUBLICATION this 16th day of February, 2000.

PASSED on SECOND READING this ___ day of March, 2000.

ATTEST:

City Clerk

President of Council

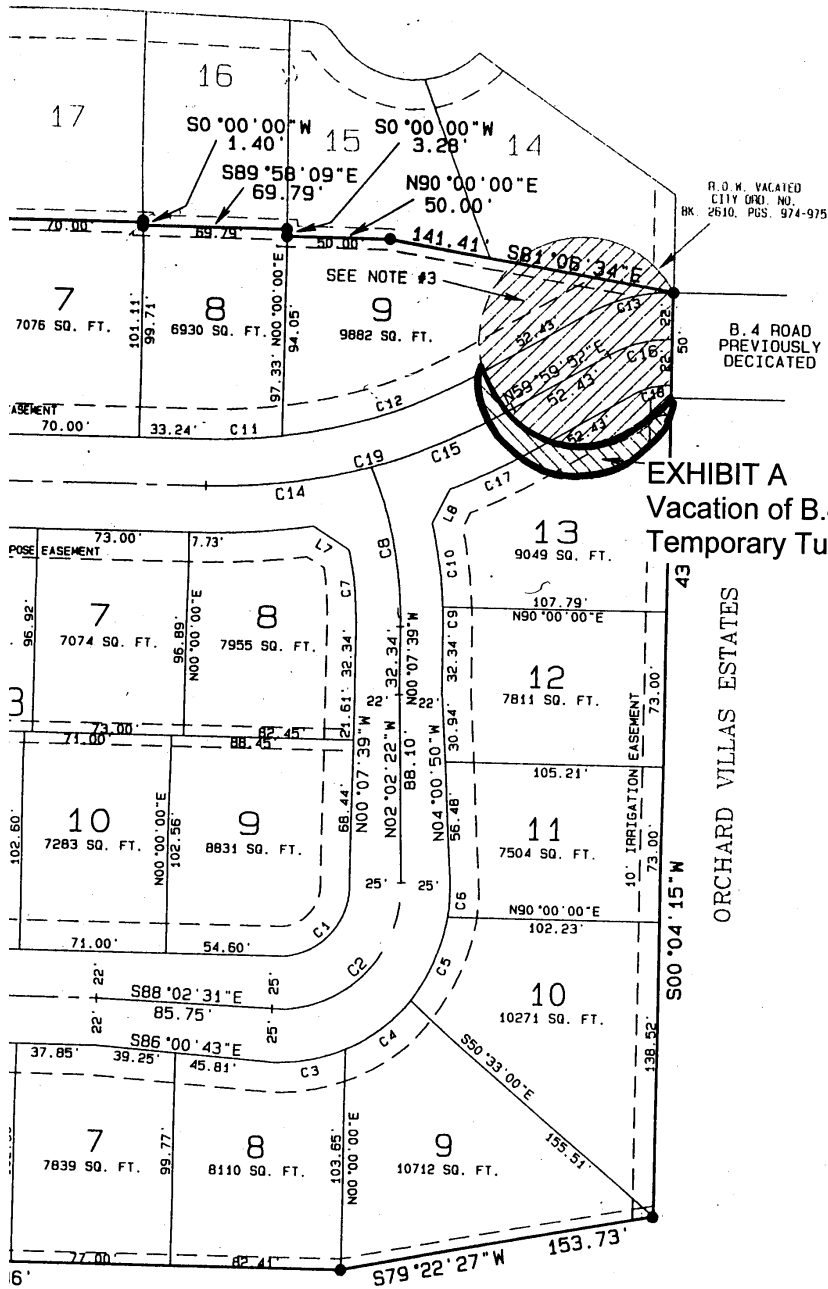


EXHIBIT A
 Vacation of B.4 Road
 Temporary Turnaround Easement

ORCHARD VILLAS ESTATES

- 1.)
- 2.)
- 3.)
- 4.)
- 5.)

CITY OF GRAND JUNCTION, COLORADO

Ordinance No. _____

VACATING A PORTION OF THE B.4 ROAD RIGHT-OF-WAY
WEST OF 28-1/2 ROAD

Recitals.

The applicant is proposing to construct Filing 2 of the Arrowhead Acres II Subdivision on vacant parcels west of the southwest corner of B-1/2 and 28-1/2 Roads. When the subdivisions to the west of this property were platted, turnarounds for the extension of B.3 and B.4 Roads were required to be dedicated on this property. The B.4 Road cul-de-sac is improved with a gravel surface and the right-of-way encumbers lots proposed within Filing 2 of Arrowhead Acres II. A portion of the B.4 Road right-of-way was previously vacated with Arrowhead Acres Filing 1. The applicant is proposing to vacate the remainder of the B.4 Road right-of-way and replace with dedication and construction of B.4 Road as a through street from 28-1/2 Road west to Arlington Drive.

The Grand Junction Planning Commission, having heard and considered the request at its February 8, 2000 hearing and found the criteria of Section 8-3 of the Zoning and Development Code to have been met, recommended approval of the vacation request.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE REMAINDER OF THE B.4 ROAD RIGHT-OF-WAY WEST OF 28-1/2 ROAD DESCRIBED BELOW AND IDENTIFIED ON EXHIBIT A ATTACHED IS HEREBY VACATED:

A tract of land dedicated as road ROW on Orchard Villas Estates Subdivision as recorded in Mesa County, located in Lot 1, Blk 4 of Arrowhead Acres II as recorded in Mesa County, CO, now being vacated and described as follows: Beginning at the NE cor Lot 1, Blk 4; N81deg06'34" W 77.91' along the N line of Lot 1, Blk 4; along the arc of a non-tangent curve to the left 172.48', having a central angle of 197deg38"23" and a radius of 50', the chord of which bears S51deg06'34" E 98.82' to the E line of Lot 1, Blk 4; N00deg04'15" E 50' to POB.

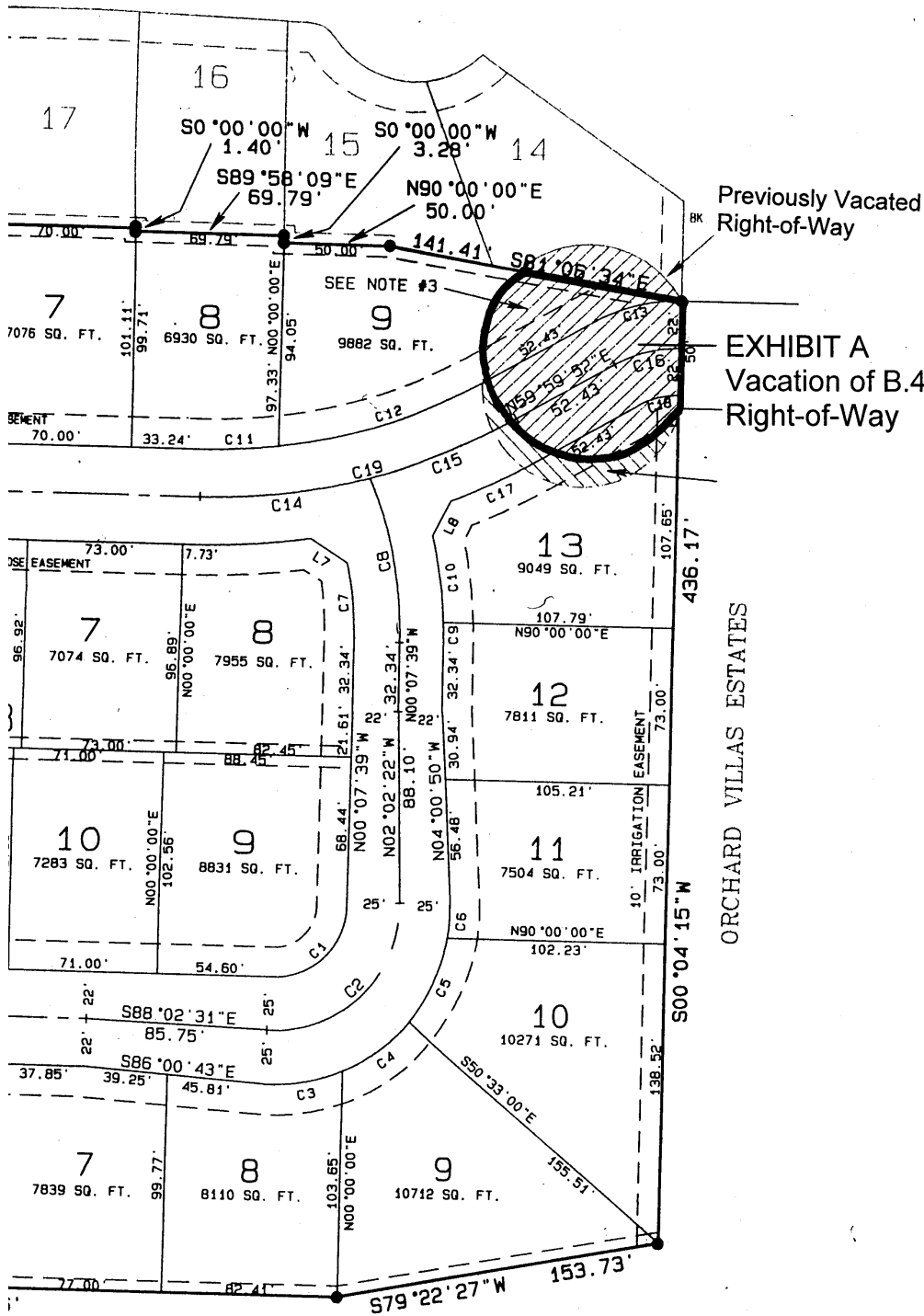
INTRODUCED for FIRST READING and PUBLICATION this 16th day of February, 2000.

PASSED on SECOND READING this ___ day of March, 2000.

ATTEST:

City Clerk

President of Council



Previously Vacated Right-of-Way

EXHIBIT A
Vacation of B.4 Road Right-of-Way

ORCHARD VILLAS ESTATES

