

**GRAND JUNCTION CITY COUNCIL  
CITY HALL AUDITORIUM, 250 NORTH 5<sup>TH</sup> STREET  
AGENDA**

**WEDNESDAY, FEBRUARY 21, 2001, 7:30 P.M.**

**CALL TO ORDER**

Pledge of Allegiance  
Invocation - Joe M. Jones  
Redlands Pentecostal Church of God

**PRESENTATION**

PRESENTATION TO THE CITY COUNCIL BY JACK CONNOLLY, PRESIDENT OF GRAND JUNCTION ROTARY CLUB, OF THE ROTARIAN "FOUR-WAY TEST" PLAQUE

**PROCLAMATIONS / RECOGNITIONS**

PROCLAMATION DECLARING MARCH, 2001 AS "DEVELOPMENTAL DISABILITIES AWARENESS MONTH" IN THE CITY OF GRAND JUNCTION

JOHN SMITH, AMERICAN PUBLIC WORKS ASSOCIATION, TO PRESENT APWA PROJECT OF THE YEAR AWARD TO PUBLIC WORKS EMPLOYEES BOB SPAID, BILL CASE, SCOTT NORTON AND RICK ALEXANDER FOR THE LITTLE BOOKCLIFF PEDESTRIAN BRIDGE PROJECT

**APPOINTMENTS**

APPOINTMENTS TO THE RIVERVIEW TECHNOLOGY CORPORATION BOARD OF DIRECTORS

APPOINTMENT OF PLANNING COMMISSION ALTERNATE

**PRESENTATION OF CERTIFICATES OF APPOINTMENT TO NEWLY APPOINTED MEMBERS OF THE VISITORS AND CONVENTION BUREAU BOARD OF DIRECTORS**

**CITIZEN COMMENTS**

**\*\*\* CONSENT CALENDAR \*\*\***

1. **Minutes of Previous Meetings**

**[Attach 1](#)**

*Action: Approve the Summary of the February 5, 2001 Workshop and the Minutes of the Regular Meeting February 7, 2001*

2. **Amending the Articles and Bylaws of the Riverview Technology Corporation** [Attach 2](#)

The RTC would like to amend its Articles and Bylaws to change the annual meeting date to the last Tuesday of each January and to make the Directors' terms consistent with that change.

Resolution No. 14-01 – A Resolution Amending the Articles and Bylaws of the Riverview Technology Corporation, Inc.

*\*Action: Adopt Resolution No. 14-01*

Staff presentation: Dan Wilson, City Attorney

3. **Authorizing the Riverview Technology Corporation to Acquire the Former DOE Compound** [Attach 3](#)

The Articles and Bylaws of the RTC require the City Council to grant formal approval before the compound can be transferred.

Resolution No. 15-01 – A Resolution Granting Permission for the Riverview Technology Corporation, Inc. to Acquire the DOE Compound

*\*Action: Adopt Resolution No. 15-01*

Staff presentation: Dan Wilson, City Attorney

4. **Defense of Acting Police Chief Martyn Currie and Detective Kevin Imbriaco** [Attach 4](#)

A Federal District Court action has been filed alleging violation of a citizen's rights by employees of the Grand Junction Police Department Detective Kevin Imbriaco and Police Chief Marty Currie. The lawsuit alleges misconduct by Detective Imbriaco in obtaining a search warrant and subsequently searching premises and seizing property. The lawsuit alleges that Chief Currie failed to adequately supervise and train the detective and therefore condoned illegal, unconstitutional behavior. The Department denies the allegations.

Resolution No. 16-01 – A Resolution Acknowledging Defense of Chief Martyn E. Currie and Detective Kevin Imbriaco Officer in Civil Action No. 00 N 2190

*\*Action: Adopt Resolution No. 16-01*

Staff presentation: Dan Wilson, City Attorney

5. **Visioning Consultant Contract** [Attach 5](#)

The contract is for James Kent Associates to provide services for the Community Visioning Project. The Visioning Committee is responsible for completion of this project. The contract calls for a visioning process that will begin in February and be completed by September 1, 2001.

*Action: Authorize the City Manager to Sign Contract with James Kent Associates Consulting for a Community Visioning Process in an Amount of \$94,695.*

Staff presentation: David Varley, Assistant City Manager

6. **25 Road Storm Drain Project, Weslo Avenue to Patterson Road** [Attach 6](#)

The following bids were received on January 30, 2001:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Bogue Construction	Fruita	\$253,881.40
Groom Excavating & Utilities	Silt, CO	\$254,810.00
Mendez, Inc.	Grand Junction	\$275,678.00
Palisade Constructors	Palisade	\$278,224.15
Sorter Construction	Grand Junction	\$293,415.00
Spallone Construction	Gunnison, CO	\$314,187.50
Ewing Trucking & Construction	Edwards, CO	\$324,365.50
Skyline Contracting	Grand Junction	\$330,259.00
MA Concrete Constr.	Grand Junction	\$355,040.16
Downey Excavation	Montrose, CO	\$377,067.00
Rolland Engineering's Estimate		\$311,550.00

*Action: Award Contract for 25 Road Storm Drain Project, Weslo Avenue to Patterson Road, to Bogue Construction in the Amount of \$253,881.40*

Staff presentation: Tim Moore, Public Works Manager

7. **Lanai Drive Sidewalk Improvements** [Attach 7](#)

The following bids were received on February 13, 2001:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Reyes Construction, Inc.	Grand Junction	\$62,621.30
B.P.S Concrete	Grand Junction	\$63,528.03
G&G Paving Construction, Inc.	Grand Junction	\$66,727.00

Vista Paving L.L.C.	Grand Junction	\$67,958.05
Mays Concrete, Inc.	Grand Junction	\$77,482.00
Engineer's Estimate		\$80,783.00

*Action: Award Contract for Lanai Drive Sidewalk Improvements to Reyes Construction, Inc. in the Amount of \$62,621.30*

Staff presentation: Tim Moore, Public Works Manager

8. **Columbine Sewer Improvement District** [Attach 8](#)

The following bids were received on October 12, 2000:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Mountain Valley	Grand Junction	\$445,752.60
Sorter Construction	Grand Junction	\$446,822.60
Skyline Construction	Grand Junction	\$449,738.98
Continental Pipeline Construction	Mesa, CO	\$494,098.24
WSU	Breckenridge, CO	\$613,137.00
Engineer's Estimate		\$441,933.50

*Action: Award Contract for Columbine Sewer Improvement District to Sorter Construction in the Amount of \$446,822.60*

Staff presentation: Mark Relph, Public Works & Utilities Director

9. **Lease of the Farming Rights on the Saccomanno Property** [Attach 9](#)

The proposed rent for the 2001 farm lease is \$1,200. The Lessee will also be required to pay for irrigation water and all other costs attributed to his use of the property.

Resolution No. 17-01 – A Resolution Authorizing a One-Year Farm Lease of the “Saccomanno Park Property” to Robert H. Murphy

*\*Action: Adopt Resolution No. 17-01*

Staff presentation: Tim Woodmansee, Real Estate Manager

10. **Botanical Society Lease Agreement** [Attach 10](#)

The Botanical Society presently leases 12.6 acres of City property along the Colorado River, east of Highway 50. The Botanical Society is requesting to lease an additional 2.43 acres of City owned property.

Resolution No. 18-01 – A Resolution Amending the Lease of City Property to the Western Colorado Botanical Society

*\*Action: Adopt Resolution No. 18-01*

Staff presentation: Tim Woodmansee, Real Estate Manager

11. **Revocable Permit for an Irrigation Line in the 28 Road Right-of-Way, between Ridge Drive and Hawthorne Avenue** [File #RVP-2001-026] [Attach 11](#)

A resolution authorizing the issuance of a Revocable Permit to allow an irrigation line to be built in a City right-of-way at 28 Road, between Ridge Drive and Hawthorne Avenue.

Resolution No. 19-01 – A Resolution Concerning the Issuance of a Revocable Permit to the Spring Valley Home Owners Association

*\*Action: Adopt Resolution No. 19-01*

Staff presentation: Patricia Parish, Associate Planner

12. **Setting a Hearing on Zoning Moore Annexation RMF-5, Located at 457 31 Road** [File #ANX-2001-012] [Attach 12](#)

The 4.87-acre Moore Annexation area located at 457 31 Road consists of one parcel of land. State law requires the City to zone newly annexed areas within 90 days of the annexation. The proposed City zoning conforms to the Growth Plan's Future Land Use map and recommendation for residential land uses between 4 and 7.9 units per acre for this area.

Proposed Ordinance Zoning the Moore Annexation to Residential Multi-family with a Maximum Density of 5 Units per Acre (RMF-5), Located at 457 31 Road

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for March 7, 2001*

Staff presentation: Dave Thornton, Principal Planner

13. **Setting a Hearing on Amending the Zoning and Development Code Adding a Section on Institutional and Civic Facility Master Plans** [File #TAC-2001-01.01] [Attach 13](#)

The proposed amendment would add a section 2-20 to the Zoning and Development Code to define a facilities master plan and a process for its implementation.

Proposed Ordinance Amending the Zoning and Development Code, Institutional and Civic Facility Master Plans

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for March 7, 2001*

Staff presentation: Kathy Portner, Acting Community Development Director

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

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

14. **Comprehensive Parks and Recreation Master Plan** [Attach 14](#)

The proposed Master Plan is an update of the 1992 "Parks, Recreation and Open Space Master Plan." The primary purpose of this Master Plan Update is to understand the needs of the community in the area of parks and recreation and lay out a plan to address a number of needs and issues over the next 10-15 years. At the February 5, 2001 Council Workshop, the City Council directed Staff to amend the Parks and Recreation Master Plan update.

*Action: Adopt the Comprehensive Parks and Recreation Master Plan Based on Changes Directed by the City Council at the Workshop on February 5, 2001*

Staff presentation: Joe Stevens, Parks and Recreation Director

15. **Public Hearing - Amending the Zoning Ordinance for Redlands Mesa, Phase 2, South of the Ridges** [File #PP-2000-236] [Attach 15](#)

A request to approve zoning for Phase 2 of the proposed Redlands Mesa Development in the Ridges, consisting of parcels 9, 10A, 10B and 11 of the approved Outline Development Plan. The zoning ordinance establishes the allowed uses as 67 single-family homes.

Ordinance No. 3327 – An Ordinance Zoning Land Located South and West of the Ridges Known as Redlands Mesa, Phase 2

*\*Action: Adopt Ordinance No. 3327 on Second Reading*

Staff presentation: Kathy Portner, Acting Community Development Director

16. **Public Hearing - Zoning the Etter/Epstein Property to PD, Located at the Southeast Corner of Horizon Drive and G Road** [File #ODP-2000-058] [Attach 16](#)

The 22.56-acre Etter-Epstein property is located at the southeast corner of Horizon Drive and G Road and consists of three parcels of land. Approximately 1.4 acres of the property is public right-of-way due to the realignment of 27.5 Road and the Horizon Drive/G Road intersection. The parcels are presently zoned Planned Development (PD) but a plan has never been established for the property. The property owners are proposing this ODP to retain the PD zoning.

Ordinance No. 3328 – An Ordinance Zoning Three Parcels of Land Located on the Southeast Corner of the Horizon Drive and G Road Intersection to PD (Planned Development)

*\*Action: Adopt Ordinance No. 3328 on Second Reading*

Staff presentation: Kristen Ashbeck, Senior Planner

17. **NON-SCHEDULED CITIZENS & VISITORS**
18. **OTHER BUSINESS**
19. **ADJOURNMENT**

**Attach 1  
Minutes of Previous Meetings**

**GRAND JUNCTION  
CITY COUNCIL WORKSHOP**

**February 5, 2001**

The City Council of the City of Grand Junction, Colorado, met on Monday, February 5, 2001 at 7:00 p.m. in the Municipal Hearing Room to discuss workshop items. Those present were Cindy Enos-Martinez, Earl Payne, Jack Scott, Jim Spehar, Janet Terry, Reford Theobald, and President of the Council Gene Kinsey.

**Summaries and action on the following topics:**

1. **STOCKER STADIUM/SUPLIZIO FIELD:** Joe Stevens presented the proposal for the reconstruction of the south entrance to the fields.

**Action Summary:** Council directed Mr. Stevens to add the City Seal to the archway (which seal is left up to Mr. Stevens as long as it says City of Grand Junction), to delete "Alpine Bank" and to add "National" before Junior College World Series

2. **PARKS MASTER PLAN:** Council discussed prioritization of projects and the process to adopt the plan.

**Action Summary:** Council gave staff direction to move the Recreation Center/ Matchett Park item to Tier II in the plan, to split the two items so that the building is separate from the park development, and reword the item for the Recreation Center to allow more flexibility such as multiple facilities, different types of facilities, etc. The revised plan will be brought to Council for adoption by resolution on February 21.

3. **INITIAL DISCUSSION OF BOARDS/COMMISSIONS REVIEW:** Council reviewed City Council Boards and Commissions.

**Action Summary:** Council directed staff to bring back additional information for further discussion on March 19<sup>th</sup> including a matrix of information for all the boards (example provided), copies of the previous policy for board appointments, and ideas for an annual recognition.

4. **OUTDOOR STORAGE/SALVAGE SURVEY:** A written report containing the results of the outdoor storage survey was submitted to Council.

**Action Summary –** The City Manager noted the recommendation in the report and said staff will go forward with that recommendation.



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

**February 7, 2001**

The City Council of the City of Grand Junction, Colorado, convened into regular session the 7th day of February, 2001, at 7:30 p.m. at the City Hall Auditorium, 250 N. 5<sup>th</sup> Street. Those present were Cindy Enos-Martinez, Earl Payne, Jack Scott, Janet Terry, Reford Theobald, and President of the Council Gene Kinsey. Jim Spehar was absent. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson, and City Clerk Stephanie Nye.

Council President Kinsey called the meeting to order and Councilmember Payne led in the Pledge of Allegiance. The audience remained standing during the invocation by Rev. Jim Hale, Spirit of Life Christian Fellowship.

**PAT KENNEDY, LENNA WATSON AND PAUL NELSON, RIVERFRONT FOUNDATION, PRESENTED A CHECK TO CITY COUNCIL FOR LAND PURCHASE ON BLUE HERON TRAIL**

**APPOINTMENTS TO THE VISITORS AND CONVENTION BUREAU BOARD OF DIRECTORS**

Upon motion by Councilmember Theobald, seconded by Councilmember Terry and carried, Linda Smith was reappointed and Jane Fine Foster, Larry McDonald and Kevin Reimer were appointed to three-year terms on the Visitors and Convention Bureau Board of Directors.

**PRESENTATION OF CERTIFICATES OF APPOINTMENT TO NEWLY APPOINTED MEMBERS OF THE GRAND JUNCTION BOARD OF APPEALS**

Mike Denner and Clay Tuflly were present to receive their Certificate of Appointment to the Grand Junction Board of Appeals.

**CONSENT ITEMS**

Upon motion by Councilmember Payne, seconded by Councilmember Scott and carried by roll call vote, the following Consent Calendar items # 1 through 14 were approved. Councilmember Enos-Martinez stated she serves on the Private Allocation Committee but has cleared her voting on the item through the City Attorney.

1. **Minutes of Previous Meetings**

*Action: Approve the Summary of the January 15, 2001 Workshop and the Minutes of the January 17, 2001 Regular Meeting*

2. **Notice of Election and Acceptance of Written Mail Ballot Plan**

Both the Charter and the Municipal Election Code have specific publication requirements for the election notice. The proposed notice contained within the resolution being presented meets those requirements.

The Secretary of State Rules for mail ballot elections require that the written mail ballot plan be submitted to the governing body. No action is required on the part of the City Council.

Resolution No. 7-01 - A Resolution Setting Forth the Notice of Election for the Regular Municipal Election to be Held on April 3, 2001 in the City of Grand Junction

*Action: Adopt Resolution No. 7-01*

3. **Accepting a Portion of Mesa County's Private Activity Bond Allocation**

The City of Grand Junction, as well as Mesa County, received a Private Activity Bond (PAB) allocation from the State of Colorado Department of Local Affairs for 2001. The bond authority can be used on a tax-exempt basis for various private purposes. A small manufacturing firm has expressed interest in using the City's allocation as well as a portion of the County's. This resolution would formally accept the assignment from Mesa County for a portion of their PAB allocation.

Resolution No. 8-01 – A Resolution by the City of Grand Junction Accepting the Assignment from Mesa County, Colorado, of a Portion of their Private Activity Bond Allocation Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act

*Action: Adopt Resolution No. 8-01*

4. **2001 Animal Control Agreement with Mesa County**

The City has had an ongoing, annually renewable agreement with Mesa County for the control of dogs within the city limits. The City pays Mesa County a percentage of the Animal Control budget based upon the City's percent of total calls for service. The City's share of the budget for 2001 is \$165,208 (38.47%). Payments are made to the County on a quarterly basis. The amount requested for the 2001 budget is a decrease of \$7,851 from the amount paid in 2000, attributable to a reduction in the City's percentage of calls for service as well as fewer capital improvement projects planned for the facility in 2001. The 2001 budget for this item has a shortfall of \$5,165. That amount is requested from contingency funds.

*Action: Authorize the City Manager to Sign the 2001 Animal Control Agreement with Mesa County in the Amount of \$165,208 and Authorize Contingency Funds in the Amount of \$5,165 to Increase the 2001 Budget*

5. **2001 Intergovernmental Agreement for the Grand Junction Fire Department to Provide Services Outside the City of Grand Junction (DERA/SARA)**

The DERA (Designated Emergency Response Authority) services are for response to accidents involving the release of hazardous materials. The SARA program (Superfund Amendment Reauthorization Act) involves collection of information regarding storage, handling and manufacturing of hazardous materials.

*Action: Authorize the Mayor to Sign the 2001 City/County Intergovernmental Agreement for the Grand Junction Fire Department to Provide Services Outside the City of Grand Junction*

6. **Accepting Energy Impact Funds for Two Rivers Expansion Project**

The State of Colorado Department of Local Affairs has awarded two \$300,000 grants to the City of Grand Junction to assist with the preparation of plans, specifications, design, construction and renovation of Two Rivers Convention Center.

Resolution No. 9-01 – A Resolution Authorizing the Mayor to Sign Two Separate \$300,000 Grant Contracts with the State of Colorado's Department of Local Affairs for the Renovation of Two Rivers Convention Center

*Action: Adopt Resolution No. 9-01*

7. **Purchase of 2001 Mack Solid Waste Truck**

This purchase is to replace unit #409, 1992 Ford solid waste truck. Initially this truck was to be replaced in 2000, but was used one additional year to accrue additional funds for a cab over design, consistent with other Solid Waste fleet units. Cab over design has proven beneficial for the City due to weight distribution and improved turning radius. The City currently has 10 Mack MR chassis trucks that have proven to be very reliable. This purchase is based on a sole source purchase from Mesa Mack Sales and Service with guaranteed 1999 pricing.

*Action: Approve the Purchase of One 2001 Mack Truck from Mesa Mack Sales and Service in the Amount of \$124,140 (net price)*

8. **Colorado Avenue Interceptor Sewer Rehabilitation**

The following bids were received on January 9, 2001:

<u>Contractor</u>	<u>From</u>	Bid Amount
Insituform Technologies, Inc.	Littleton, CO	\$152,640.00
Western Slope Utilities, Inc.	Breckenridge, CO	\$165,315.00
Engineer's Estimate		\$113,520.00

*Action: Award Contract for Colorado Avenue Interceptor Sewer Rehabilitation to Insituform Technologies, Inc. in the Amount of \$152,640*

9. **Lease Amendment and Extension of City-Owned Property at 134 West Avenue to Rocky Mountain Headstart**

Head Start has leased the property at 134 West Avenue from the City since 1973. The City has waived rent during Head Start's entire occupancy as an in-kind contribution to a recognized community action program. Staff recommends rent be waived for the proposed extended term and that Head Start continue to be responsible for all maintenance and all costs attributed to their use of the property.

Resolution No. 10-01 – A Resolution Authorizing a Five-Year Lease of City Property at 134 West Avenue to Rocky Mountain SER Western Slope Head Start Program

*Action: Adopt Resolution No. 10-01*

10. **Vacating a Utility, Drainage and Irrigation Easement for a Single Family Home at 709 Eider Court in Fountain Greens, Filing 1** [File #VE-2000-237]

The applicant requests to vacate a utility, drainage and irrigation easement to allow for a larger building envelope for the lot located at 709 Eider Court. The drainage line within the easement will be relocated on adjacent property within The Helm at Fountainhead. The applicant has an agreement with The Helm Homeowners Association to relocate the line in their common area. There are no utilities or irrigation facilities in the easement. Staff recommends approval with conditions.

Resolution No. 11-01 – A Resolution Vacating a Utility, Drainage and Irrigation Easement on Lot 5, Block 2, Fountain Greens Subdivision, Filing No. 1, Located at 709 Eider Court

*Action: Adopt Resolution No. 11-01*

11. **Setting a Hearing on Amending the Zoning Ordinance for Redlands Mesa, Phase 2, South of the Ridges** [File #PP-2000-236]

A request to approve zoning for Phase 2 of the proposed Redlands Mesa Development in the Ridges, consisting of parcels 9, 10A, 10B and 11 of the approved Outline Development Plan. The zoning ordinance establishes the allowed uses as 67 single-family homes.

Proposed Ordinance Zoning Land Located South and West of the Ridges Known as Redlands Mesa, Phase 2

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for February 21, 2001*

12. **Vacating an Irrigation Easement in Big T Properties Subdivision, Located at the Northeast Corner of 24½ Road and Industrial Boulevard (Chili's Restaurant)** [File #SS-2000-181]

The petitioner is requesting approval of a vacation of a 10' utility and irrigation easement in a C-1 zone.

Resolution No. 12-01 – A Resolution Vacating a Utility and Irrigation Easement at the Northeast Corner of 24½ Road and Industrial Boulevard

*Action: Adopt Resolution No. 12-01*

13. **Setting a Hearing on Zoning the Etter/Epstein Property to PD, Located at the Southeast Corner of Horizon Drive and G Road** [File #ODP-2000-058]

The 22.56-acre Etter-Epstein property is located at the southeast corner of Horizon Drive and G Road and consists of three parcels of land. Approximately 1.4 acres of the property is public right-of-way due to the realignment of 27.5 Road and the Horizon Drive/G Road intersection. The parcels are presently zoned Planned Development (PD) but a plan has never been established for the property. The property owners are proposing this ODP to retain the PD zoning.

Proposed Ordinance Zoning Three Parcels of Land Located on the Southeast Corner of the Horizon Drive and G Road Intersection to PD (Planned Development)

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for February 21, 2001*

13. **Setting a Hearing on Traver Annexation No. 1 and Traver Annexation No. 2, Located at 2980 Rood Avenue and 2986 D Road** [File #ANX-2001-011]

The 31.98-acre Traver Annexation consists of two parcels of land located at 2980 Rood Avenue and 2986 D Road, including a portion of the D Road right-of-way.

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

Resolution No. 13-01 – 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 Annexations and Exercising Land Use Control, A Serial Annexation Comprising Traver Annexation No. 1 and Traver Annexation No. 2, Located at 2980 Rood Avenue and 2986 D Road, and Including a Portion of the D Road Right-of-Way

*Action: Adopt Resolution No. 13-01 and Set a Hearing for March 21, 2001*

**b. Set Hearings on Annexation Ordinances**

- (1) Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Traver Annexation No. 1, Approximately 0.54 Acres, Located at 2986 D Road, and Including a Portion of the D Road Right-of-Way
- (2) Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Traver Annexation No. 2, Approximately 31.44 Acres, Located at 2986 D Road and 2980 Rood Avenue, Including a Portion of the D Road Right-of-Way

*Action: Adopt Proposed Ordinances on First Reading and Set a Hearing for March 21, 2001*

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

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

**SUBMITTING THE WILLIAMS HOUSE AT 1001 SOUTH THIRD STREET FOR HISTORIC STRUCTURE ASSESSMENT THROUGH THE COLORADO HISTORICAL SOCIETY**

A request for City Council approval and authorization for the Mayor to sign a grant application to the Colorado Historical Society State Historic Fund to do a Historic Structure Assessment for the Williams House located at 1001 South Third Street.

Kristen Ashbeck, Senior Planner, Community Development Department, reviewed this item. Rather than place the building on the endangered building list it was suggested that the building be assessed first. Funds for these grants come from gaming funds. Ms. Ashbeck said she has prepared the grant application for \$10,000. A city match of \$2,000 will make the application more competitive as well as cover some contingencies in the study. Ms. Ashbeck noted that representatives from the Confluence Historic Restoration Project Committee and the Riverfront Commission were present tonight.

Bob Cron, 310 Dakota Drive, coordinator for the Colorado Riverfront Greenway, said he is in favor of sending in the grant application in the context that the property was purchased by the City and many improvements have been made to the property so it can be visited by the public. With the assessment, the Transportation Plan and the Land Use Plan, the City can go forward with a decision on what to do with the property.

Pat Kennedy, 2296 S. Arriba Circle, Co-Chairman of the Riverfront Commission and member of the Riverfront Foundation, spoke in favor of the assessment and envisioned the property being used for a civic building or perhaps a nicely landscaped manufacturing center.

Carl Zimmerman, 2744 Laguna Drive, stated he had experience with the Jarvis property and knew the history of the Williams House. He felt Grand Junction, as a visionary city, should invest \$2,000 in the house for the assessment. He strongly supported the study.

Councilmember Terry supported the study as it will answer a lot of questions regarding the Williams House. Councilmember Payne agreed.

Upon motion by Councilmember Theobald, seconded by Councilmember Payne and carried, the Mayor was authorized to sign the grant application to the Colorado Historical Society State Historic Fund for a Historic Structure Assessment/Feasibility Study for the Williams House located at 1001 South Third Street with the City contributing \$2,000 toward the study.

### **PUBLIC HEARING - SUPPLEMENTAL APPROPRIATION ORDINANCE FOR THE 2001 SEWER SYSTEM FUND**

The Septic System Elimination Program, adopted May 3, 2000, has had high interest levels. Due to the demand, Staff is running into budget constraints. Staff is requesting the Council shift approximately \$900,000 from the 2002 Budget to 2001 to fund design and construction of Country Club Park and Monument Meadows sewer improvement districts and the design of Redlands Village sewer improvement district. This move requires passage of an ordinance making supplemental appropriations to the 2001 budget.

The public hearing was opened at 7:48 p.m.

Mark Relph, Public Works & Utilities Director, reviewed the purpose for the request for additional appropriation of \$900,000 for the sewer fund. The Septic System Elimination Program has been more successful than originally anticipated.

Councilmember Terry asked if the supplemental appropriation will go before the County Commissioners. Utilities Manager Greg Trainor indicated that it has.

There were no public comments. The public hearing closed at 7:50 p.m.

Ordinance No. 3325 – An Ordinance Making Supplemental Appropriations to the 2001 Budget of the City of Grand Junction

Upon motion by Councilmember Scott, seconded by Councilmember Payne and carried by roll call vote, Ordinance No. 3325 was adopted on second reading and ordered published.

**PUBLIC HEARING - AMENDING CHAPTER 10 OF THE CITY CODE OF ORDINANCES REGARDING THE BUILDING CODE (INSURANCE REQUIREMENTS)**

On December 6, 2000, the City Council adopted the 2000 International Building Code. Consequently, certain other sections of the Code of Ordinances must be updated to remain consistent with the newly adopted Building Code, specifically the provisions related to insurance requirements to received a contractor's license.

The public hearing was opened at 7:51 p.m.

City Attorney Dan Wilson reviewed this item. The need for the amendment is to clarify the insurance and bond requirements.

There were no public comments. The public hearing closed at 7:53 p.m.

Ordinance No. 3326 – An Ordinance Amending Chapter 10 of the Code of Ordinances of the City of Grand Junction, Colorado

Upon motion by Councilmember Theobald, seconded by Councilmember Enos-Martinez and carried, Ordinance No. 3326 was adopted on second reading and ordered published.

**NON-SCHEDULED CITIZENS & VISITORS**

Council Candidates

Mayor Kinsey invited Council candidates to come to the microphone and introduce themselves.

Connie Cass (District E), Harry Butler (District E), Linda Gordon (District D), J. Creighton Bricker (District D), Al LeFebre (City at Large), Joseph Marie (City at Large), Alice Rupp (City at Large) and Dennis Kirtland (City at Large), introduced themselves.

Tablet Located on the West Side of City Hall

Greg Merschell, 1742 DS Road, (business address 607 S. 7<sup>th</sup> Street) was present because of the tablet located on the west side of the City Hall building. He asked for assistance from the City Attorney to draft a petition to get an initiative on the ballot for the April 3, 2001 election. He said time is of the essence since it must be filed with the City



Clerk by February 21, 2001. He wanted the property declared as surplus and put up for sale to the highest bidder by any organization so the tablet can remain where it is.

Attorney Larry Beckner, 1241 Gunnison Avenue, requested having City Attorney Dan Wilson work with his group to get a petition ready to circulate on this initiative.

Councilmember Theobald said a citizen initiative does not require approval of the City Council nor is permission needed for the City Attorney to lend assistance.

### **EXECUTIVE SESSION**

Upon motion by Councilmember Payne, seconded by Councilmember Terry and carried, the meeting adjourned into executive session at 8:05 p.m. to discuss personnel.

### **ADJOURNMENT**

The meeting adjourned at 8:05 p.m.

Stephanie Nye, CMC  
City Clerk

**Attach 2  
Amending Bylaws and Articles of the RTC**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Amending Bylaws and Articles of the RTC</b>		
<b>Meeting Date:</b>	<b>February 21, 2001</b>		
<b>Date Prepared:</b>	<b>February 14, 2001</b>		
<b>Author:</b>	<b>Dan Wilson</b>	<b>City Attorney</b>	
<b>Presenter Name:</b>	<b>Dan Wilson</b>	<b>City Attorney</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** The RTC would like to amend its Articles and Bylaws to change the annual meeting date to the last Tuesday of each January and to make the Directors' terms consistent with that change.

**Summary:** The existing Articles and Bylaws require that City Council and Board of County Commissioners must approve any changes.

**Action Requested/Recommendation:** Resolution approving the RTC's proposed amendments to the Articles and Bylaws.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>					
<b>Purpose:</b>					

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>
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**RESOLUTION NO. \_\_-00**

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

The amendments to the Articles of Incorporation and Bylaws of the Riverview Technology Corporation, Inc. amending the annual meeting to the last Tuesday of each January and making the terms of the Directors' consistent therewith is hereby approved.

Dated this 21<sup>st</sup> day of February, 2001.

Attest:

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

\_\_\_\_\_  
Gene Kinsey, Mayor

**Attach 3  
RTC/DOE Compound**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	RTC/DOE Compound		
<b>Meeting Date:</b>	February 21, 2001		
<b>Date Prepared:</b>	February 14, 2001		
<b>Author:</b>	Dan Wilson	City Attorney	
<b>Presenter Name:</b>	Dan Wilson	City Attorney	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Council approval accepting transfer of the DOE compound to the RTC.

**Summary:** The Articles and Bylaws of the RTC require the City Council to grant formal approval before the compound can be transferred.

**Background Information:** City Council and Board of County Commissioners both desired that their permission be obtained before the RTC either sold or acquired real property. The Articles of Incorporation and the Bylaws state this requirement.

**Action Requested/Recommendation:** Resolution approving the purchase agreement and transfer of DOE compound to the RTC.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>				
<b>Purpose:</b>				

<b>Report results back to Council:</b>	<b>x</b>	<b>No</b>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<b>X</b>	<b>Consent</b>	<b>Indiv. Consideration</b>	<b>Workshop</b>
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**RESOLUTION NO. \_\_-00**

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

The Riverview Technology Corporation, Inc. is authorized to acquire the DOE Compound, in accordance with the previously reviewed and discussed purchase contract.

Dated this 21<sup>st</sup> day of February, 2001.

Attest:

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

\_\_\_\_\_  
Gene Kinsey, Mayor

**Attach 4  
 Defense of Acting Chief Currie and Detective Kevin Imbriaco**

**CITY COUNCIL AGENDA  
 CITY OF GRAND JUNCTION**

<i><b>CITY COUNCIL</b></i>			
<b>Subject:</b>	<b>Resolution Acknowledging Defense of Acting Chief Currie and Detective Kevin Imbriaco</b>		
<b>Meeting Date:</b>	<b>February 7, 2000</b>		
<b>Date Prepared:</b>	<b>January 31, 2000</b>		
<b>Author:</b>	<b>John Shaver</b>	<b>Assistant City Attorney</b>	
<b>Presenter Name:</b>	<b>John Shaver</b>	<b>Assistant City Attorney</b>	
	<b>Workshop</b>	<b>xx</b>	<b>Formal Agenda</b>

**Subject:** Resolution acknowledging the defense of Acting Chief Marty Currie and Detective Imbriaco.

**Summary:** A Federal District Court action has been filed alleging violation of a citizen's rights by employees of the Grand Junction Police Department, Detective Kevin Imbriaco and Police Chief Marty Currie. The lawsuit alleges misconduct by Detective Imbriaco in obtaining a search warrant and subsequently searching premises and seizing property. The lawsuit alleges that Chief Currie failed to adequately supervise and train the detective and therefore condoned illegal, unconstitutional behavior. The Department denies the allegations.

**Background Information:** Under the provisions of the Colorado Governmental Immunity Act, the City has certain indemnification obligations and it may, if it determines by resolution adopted at an open public meeting that it is in the public interest to do so, defend a public employee against a punitive damages claim or pay or settle any punitive damage claim against a public employee. Although it is unlikely that a punitive damage claim would be sustained, it is right and proper to pass this resolution defending the officers, as the officers were acting appropriately and within the scope of their employment.

**Budget:** None

**Action Requested/Recommendation:** Approval of Resolution on Consent.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
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<b>Name:</b>						
<b>Purpose:</b>						
<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>When:</b>	
<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_-00**

**ACKNOWLEDGING DEFENSE OF CHIEF MARTYN E. CURRIE AND DETECTIVE  
KEVIN IMBRIACO OFFICER IN  
CIVIL ACTION NO. 00 N 2190**

**RECITALS:**

A Federal District Court action has been filed naming Detective Kevin Imbriaco and Police Chief Marty Currie as defendants. The lawsuit alleges that Detective Imbriaco improperly when he obtained a search warrant, searched the premises and seized personal property. Chief Currie is alleged to have failed to adequately supervise and train Detective Imbriaco, thereby condoning illegal and unconstitutional behavior. The City's investigation establishes that both City Police Department employees acted professionally and properly.

Colorado's Governmental Immunity Act (24-10-110 and 24-10-118, C.R.S.) provides that the City has certain indemnification obligations. The City may, if the City Council so determines by resolution adopted at an open public meeting that it is in the public interest to do so, defend a public employee against a punitive damages claim or pay or settle any punitive damage claim against a public employee. Although it is unlikely that a punitive damage claim would be sustained, it is right and proper to pass this resolution defending both employee officers.

The City Council finds that officers acted appropriately and within the scope of their employment. The City Council desires to inform City employees that the City will 'stand behind them' when such employees are being sued for the lawful performance of their duties.

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

The City Council hereby determines at an open public meeting that it is in the public interest to defend Detective Kevin Imbriaco and Police Chief Martyn Currie against claims for damages in accordance with 24-10-110, C.R.S. and/or to pay or to settle any punitive damage claims in accordance with 24-10-118, C.R.S. arising out of case 00 N 2190.



**PASSED** and **ADOPTED** this \_\_\_\_\_ day of February 2001.

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Gene Kinsey  
President of the Council

ATTEST:

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Stephanie Nye  
City Clerk

**Attach 5  
Contract for Visioning Consultant**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Contract for Visioning Consultant</b>		
<b>Meeting Date:</b>	<b>February 21, 2001</b>		
<b>Date Prepared:</b>	<b>February 14, 2001</b>		
<b>Author:</b>	<b>David Varley</b>	<b>Assistant City Manager</b>	
<b>Presenter Name:</b>	<b>David Varley</b>	<b>Same</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Authorize City Manager to sign a contract with James Kent Associates Consulting for the Community Visioning Project.

**Summary:** This contract is for James Kent Associates (JKA) to provide services for the Community Visioning Project. The Visioning Committee is responsible for completion of this project.

**Background Information:** The Visioning Committee was approved by the City Council and is comprised of members from different organizations and backgrounds within the community. The Committee has been meeting for several months to discuss this project and develop a plan for its successful completion. Last fall a request for proposals was developed and sent to interested firms. The Committee reviewed the responses from the RFP; interviewed the top two firms and chose James Kent Associates to head up this project.

The contract calls for a visioning process that will begin in February and be completed by September 1, 2001. The Committee will work with JKA to oversee the process and make sure it is a thorough and inclusive project that will develop a vision for the Grand Valley. The contract is between the City and James Kent Associates, but Hilltop will serve as the disbursing agent. All bills and payments will be processed by Hilltop and then the City will reimburse Hilltop.

**Budget:** The City budgeted up to \$100,000 for this project. Other entities such as Mesa County, Fruita and Palisade have agreed to contribute funds for this project. The contract amount is \$94,695.

**Action Requested/Recommendation:** Authorize City Manager to sign contract with James Kent Associates Consulting for a Community Visioning Process.

<b>Placement on Agenda:</b>	<b>X</b>	<b>Consent</b>		<b>Indiv. Consideration</b>		<b>Workshop</b>
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**Attach 6  
Contract for  
25 Road Storm Drain**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i><b>CITY COUNCIL</b></i>		
<b>Subject:</b>	<b>Award of Construction Contract for 25 Road Storm Drain – Weslo Avenue to Patterson Road</b>	
<b>Meeting Date:</b>	<b>February 21, 2001</b>	
<b>Date Prepared:</b>	<b>February 8, 2001</b>	
<b>Author:</b>	<b>T. Kent Harbert</b>	<b>Project Engineer</b>
<b>Presenter Name:</b>	<b>Tim Moore</b>	<b>Public Works Manager</b>
	<b>Workshop</b>	<b>X</b> <b>Formal Agenda</b>

**Subject:** Award of a Construction Contract for **25 Road Storm Drain – Weslo Avenue to Patterson Road** to **Bogue Construction, Inc.** in the amount of **\$253,881.40**.

**Summary:** Bids were received and opened on January 30, 2001 for **25 Road Storm Drain – Weslo Avenue to Patterson Road**. The low bid was submitted by **Bogue Construction, Inc.** in the amount of **\$253,881.40**.

**Background Information:** This project is the second phase of the 25 Road Reconstruction Project. The first phase was the lowering and relocation of utility lines in 25 Road between I-70B and Patterson Road, which was done by the affected utility companies in 2000. The final phase will be the actual street reconstruction, which is scheduled to be done this spring and summer.

This project consists of the installation of a 48” storm drain line along the east side of 25 Road from just north of Weslo Avenue to the Independent Ranchmen’s Ditch on the south side of Patterson Road. An overflow structure will be installed on the side of the ditch to intercept peak stormwater flows before they reach the Mesa Mall area. The design of the overflow structure has been reviewed and approved by the Grand Valley Irrigation Company. Inlets will also be installed on the pipe in and adjacent to 25 Road. The pipe drains to the detention pond that was constructed on the north side of Inland Avenue, east of 25 Road, in 1998. The lower portion of the 48-inch storm drain was installed from the detention pond to the intersection of 25 Road and Weslo Avenue when the pond was constructed.

The project also includes the installation of a 30” storm drain along the north side of Inland Avenue from 25 Road to the detention pond. This pipe will connect to new inlets to be installed on Inland Avenue and future ones to be installed on 25 Road when it is reconstructed.

The design was prepared Rolland Engineering.

Work is scheduled to begin on or about March 5, 2001, and continue for 7 weeks with an anticipated completion date of April 20, 2001.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Bogue Construction	Fruita	\$253,881.40
Groom Excavating & Utilities	Silt	\$254,810.00
Mendez, Inc.	Grand Jct	\$275,678.00
Palisade Constructors	Palisade	\$278,224.15
Sorter Construction	Grand Jct	\$293,415.00
Spallone Construction	Gunnison	\$314,187.50
Ewing Trucking & construction	Edwards	\$324,365.50
Skyline Contracting	Grand Jct	\$330,259.00
M.A. Concrete Constr.	Grand Jct	\$355,040.16
Downey Excavation	Montrose	\$377,067.00
Rolland Engineering's Estimate		\$311,550.00

**Budget:** The 25 Road Project is budgeted as a single project, but is being constructed in two phases: storm drain installation and street reconstruction.

Estimated Project Costs:

Storm Drain Construction	\$254,000
Street Reconstruction	909,000
Traffic signals, signs and striping	26,000
Right-of-way/easement acquisition (remaining in 2001)	60,000
Design (remaining in 2001)	10,000
City Inspection and Administration	40,000
Contingency	46,000
<b>Total Project Costs</b>	<b>\$1,345,000</b>

Funding:

2011 Fund – 2001 budget	<b>\$1,345,000</b>
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Balance remaining: **\$0**

**Action Requested/Recommendation:** City Council motion authorizing the City Manager to execute a Construction Contract for the **25 Road Storm Drain – Weslo Avenue to Patterson Road** with **Bogue Construction, Inc.** in the amount of **\$253,881.40**.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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**Attach 7  
Contract for Lanai Drive Sidewalk**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
<b>Subject:</b>	<b>Award of Construction Contract for Lanai Drive Sidewalk Construction</b>	
<b>Meeting Date:</b>	<b>February 21, 2001</b>	
<b>Date Prepared:</b>	<b>February 13, 2001</b>	
<b>Author:</b>	<b>T. Kent Harbert</b>	<b>Project Engineer</b>
<b>Presenter Name:</b>	<b>Tim Moore</b>	<b>Public Works Manager</b>
	<b>Workshop</b>	<b>X</b>
		<b>Formal Agenda</b>

**Subject:** Award of a Construction Contract for **Lanai Drive Sidewalk Construction** to **Reyes Construction, Inc.** in the amount of **\$62,621.30**.

**Summary:** Bids were received and opened on February 13, 2001, for **Lanai Drive Sidewalk Construction**. The low bid was submitted by **Reyes Construction, Inc.** in the amount of **\$62,621.30**.

**Background Information:** This project consists of the installation of a concrete sidewalk along the east side of Lanai Drive from H Road to Bahamas Way. A new 4-foot wide sidewalk will be installed behind the existing curb and gutter for approximately 490 feet. The existing curb and gutter will be removed and a new 6.5-foot wide curb, gutter and sidewalk section installed for approximately 500 feet. Bulb-outs will be constructed at two intersections. Staff will bring drawings to the Council meeting to show the extent of the improvements.

Work is scheduled to begin on or about March 12, 2001, and continue for 4 weeks with an anticipated completion date of April 10, 2001.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Reyes Construction, Inc.	Grand Jct	\$62,621.30
B.P.S Concrete	Grand Jct	\$63,528.03
G&G Paving Construction, Inc.	Grand Jct	\$66,727.00
Vista Paving L.L.C.	Grand Jct	\$67,958.05
Mays Concrete, Inc.	Grand Jct	\$77,482.00
Engineer's Estimate		\$80,783.00

**Budget:**

Project Costs:

Construction	\$62,621
Right-of-way/easement acquisition	0
Design	6,000
City Inspection and Administration (Estimate)	<u>5,000</u>
Total Project Costs	<b><u>\$73,621</u></b>

Funding:

2011 Fund – 2001 budget **\$140,940**

Balance remaining: **\$67,319**

**Action Requested/Recommendation:** City Council motion authorizing the City Manager to execute a Construction Contract for the **Lanai Drive Sidewalk Construction** with **Reyes Construction, Inc.** in the amount of **\$62,621.30**.

Citizen Presentation:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
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Report results back to Council:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When:	
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Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop
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**Attach 8  
Contract for Lanai Drive Sidewalk**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
<b>Subject:</b>	<b>Award of Construction Contract for Columbine Sewer Improvement District</b>	
<b>Meeting Date:</b>	<b>February 21, 2001</b>	
<b>Date Prepared:</b>	<b>February 14, 2001</b>	
<b>Author:</b>	<b>Bret Guillory / Trent Prall</b>	<b>Project Engineer / City Utility Engr</b>
<b>Presenter Name:</b>	<b>Mark Relph</b>	<b>Public Works Director</b>
	<b>Workshop</b>	<b>X      Formal Agenda</b>

**Subject:** Award of a Construction Contract for **Columbine Sewer Improvement District** to Sorter Construction in the amount of **\$446,822.60**.

**Summary:** The City received five (5) bids for the construction of the **Columbine Sewer Improvement District** project on October 12, 2000. Staff is recommending an award to the second low bidder, Sorter Construction in the amount of **\$446,822.60**. The apparent low bidder, Mountain Valley Construction, has requested not to be awarded the work due to scheduling conflicts.

**Background:** The owners of real estate located in the vicinity north of highway 340, west of 23 Road south of South Arriba Circle and east of Kansas Avenue have petitioned the Mesa County Board of County Commissioners to create an improvement district for the installation of sanitary sewer facilities. The BOCC legally formed the sewer improvement district on February 6, 2001 based on bids received. Bids were received and opened on October 12, 2000 for Columbine Sewer Improvement District. The low bid was submitted by Mountain Valley Construction in the amount of **\$445,752.60**. The second low bidder was Sorter Construction with a bid of **\$446,822.60**, a difference of **\$1,070.00**. Mountain Valley has requested not to be awarded the work due to scheduling conflicts. Therefore, staff would recommend the award of the contract to Sorter Construction.

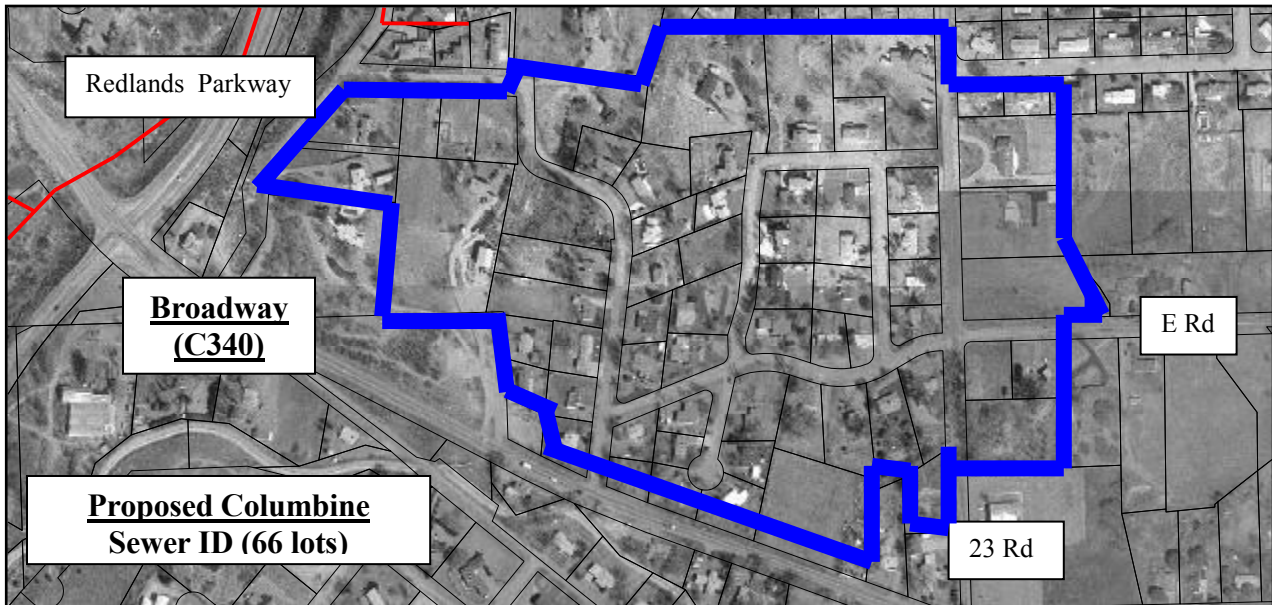
Both the City staff and the apparent low bidder have discussed the company's ability to complete the Northfield Estates #2 Sewer Improvement District, the Columbine Sewer Improvement District and other jobs already on their schedule. Both sides agreed that the next low bidder would be in a better position to complete the Columbine project on schedule.



**Project Information:** This project consists of installation of approximately 6,640 lineal feet of 6", 8", and 10" Diameter PVC sewer line, 33 manholes, 66 sanitary sewer taps, 2,572 lineal feet of 4" PVC service line, aggregate base course, asphalt removal and replacement.

Work is scheduled to begin on or about March 1, 2001 and continue for 18 weeks with an anticipated completion date of July 3, 2001.

**Project Location:**



The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Mountain Valley	Grand Jct.	\$445,752.60
Sorter Construction	Grand Jct.	\$446,822.60
Skyline Construction	Grand Jct.	\$449,738.98
Continental Pipeline Construction	Mesa, CO	\$494,098.24
WSU	Breckenridge, CO	\$613,137.00
Engineer's Estimate		\$441,933.50

**Budget:** This project was budgeted for 2001 construction. Sufficient funds have been transferred from Fund 902, the sewer system “general fund”, to pay for costs associated with this proposed improvement district. Except for the 30% Septic System Elimination contribution, this fund will be reimbursed by assessments to be levied against the 66 benefiting properties, as follows:

Project Costs:

Estimated Project Costs*	\$506,980.00	\$7,681.52 / lot
-30% Septic System Elimination Contribution by City	(\$152,094.00)	(\$2,304.45) / lot
Total Estimated Assessments	<u>\$354,886.00</u>	<u>\$5,377.06 / lot</u>

**Action Requested/Recommendation:** City Council motion authorizing the City Manager to execute a Construction Contract for the Columbine Sewer Improvement District with Sorter Construction in the amount of **\$446,822.60**.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>			
<b>Report results back to Council:</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	<input type="text"/>
<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>	

**Attach 9  
Farm Lease of the Saccomanno Park Property**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Resolution Authorizing a one-year Farm Lease of the City's Saccomanno Park Property to Robert H. Murphy.</b>		
<b>Meeting Date:</b>	<b>February 21, 2001</b>		
<b>Date Prepared:</b>	<b>February 12, 2001</b>		
<b>Author:</b>	<b>Tim Woodmansee</b>	<b>Real Estate Manager</b>	
<b>Presenter Name:</b>	<b>Tim Woodmansee</b>	<b>Real Estate Manager</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Resolution authorizing a one-year farm lease of the City's Saccomanno Park property to Robert H. Murphy.

**Summary:** Proposed rent for the 2001 farm lease is \$1,200.00. The Lessee will also be required to pay for irrigation water and all other costs attributed to his use of the property.

**Background Information:** The 30 acre Saccomanno Park property is located at the southwest corner of 26 ½ Road and H Road. The City purchased the property in 1994. Development of the property as a park is scheduled for 2008.

Mr. Murphy will be required to grow and cultivate alfalfa on the property, as recommended by the Colorado State University Tri-River Extension Service, to prepare the soils for turf plantings.

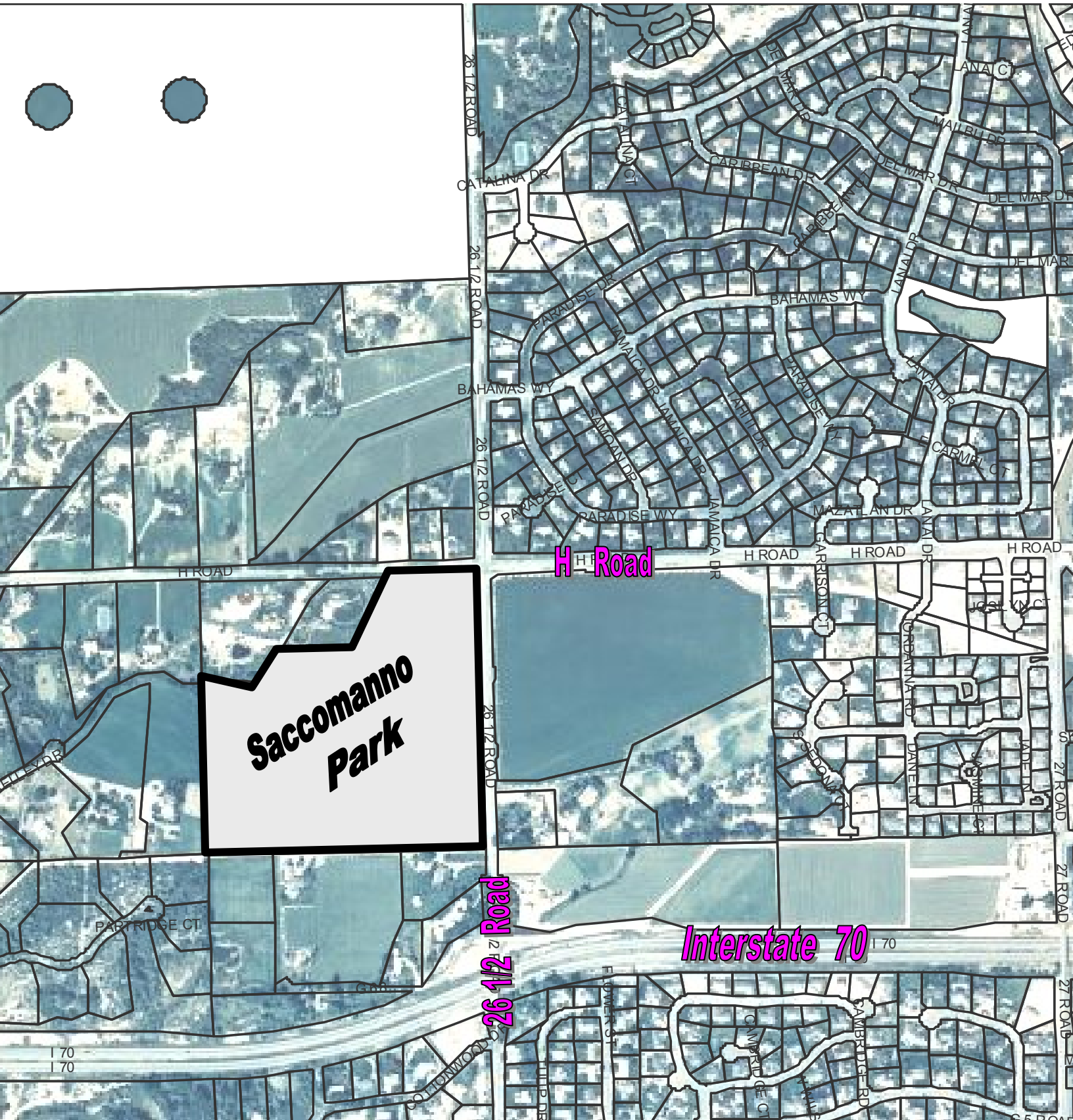
Parks Department staff have consented to the terms and conditions of the proposed lease.

**Action Requested/Recommendation:** Pass and adopt Resolution Authorizing a one-year farm lease of the City owned Saccomanno Park property to Robert H. Murphy.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
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<b>Name:</b>						
<b>Purpose:</b>						
<b>Report results back to Council:</b>		<b>No</b>		<b>Yes</b>	<b>When:</b>	
<b>Placement on Agenda:</b>	<b>X</b>	<b>Consent</b>		<b>Indiv. Consideration</b>		<b>Workshop</b>

# SACCOMANNO PARK



**Saccomanno Park**

**H Road**

**26 1/2 Road**

**Interstate 70**

1/70  
1/70

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

**AUTHORIZING A ONE-YEAR FARM LEASE OF THE  
"SACCOMANNO PARK PROPERTY"  
TO ROBERT H. MURPHY**

WHEREAS, the City of Grand Junction is the owner of that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, described as Lot 4 of the Replat of Lot 2 of Saccomanno Minor Subdivision, situated at the southwest corner of 26½ Road and H Road in the City of Grand Junction, commonly known as the Saccomanno Park property; and

WHEREAS, Robert H. Murphy desires to lease the farming rights associated with said property during a term which commences on March 1, 2001, and expires on December 31, 2001.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute and enter into the attached Farm Lease Agreement with Robert H. Murphy for the lease of the farming rights associated with the above described Property for a term which commences on March 1, 2001, and expires on December 31, 2001, and for a rental fee of \$1,200.00, subject to each and every term and condition of the attached Farm Lease Agreement.

PASSED and ADOPTED this 21<sup>st</sup> day of February, 2001.

Attest:

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

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

## FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Robert H. Murphy, hereinafter referred to as "Lessee", whose address for the purpose of this Farm Lease Agreement is 2679 Paradise Way, Grand Junction, Colorado 81506.

### RECITALS

A. The City is the owner of that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, described as Lot 4 of the Replat of Lot 2 of Saccomanno Minor Subdivision, situated at the southwest corner of the intersection of 26½ Road and H Road and hereinafter referred to as "the Property".

B. Lessee desires to lease from the City the farming rights associated with the Property, and the City has agreed to lease to Lessee the farming rights associated with the Property, pursuant to the terms, covenants and conditions of this Agreement.

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

1. Grant of Lease. The City hereby leases the farming rights associated with the Property to Lessee, and Lessee hereby accepts and leases the farming rights associated with the Property from the City, for the term stated in paragraph 2 below and subject to each and every other term, covenant, condition, restriction, duty and obligation stated in this Agreement.

2. Term. The term of this Lease shall commence on March 1, 2001, and continue through December 31, 2001, at which time this lease shall expire.

3. Rental. Rental for the farming rights hereby leased during the term hereinabove specified shall be \$1,2000.00, which amount shall be due and payable, without demand by the City, on or before March 1, 2001. In the event payment of rent is not received by the City on or before March 1, 2001, Lessee agrees to pay to the City a late charge of \$100.00, which amount shall be added to the amount of rent(s) due. In the event payment of rent and any late charge is not received by the City on or before March 7, 2001, this lease shall automatically terminate.

4. Fees and Charges.

4.1 Lessee shall arrange and pay for, when due, all fees, charges, costs and expenses attributed to Lessee's use of and occupancy upon the Property, including, but not limited to, fees and charges for all irrigation water used on the Property.

Lessee shall hold the City harmless from and indemnify the City against any and all fees, charges, costs and expenses associated with the Property. If Lessee shall fail to pay any of the foregoing when the same become due and payable, the City may,



without obligation to do so, pay such amount(s) and , in such event, the amount(s) paid by the City, plus interest at the rate of fifteen percent (15%) per annum from the date of such payment by the City, shall be due and payable from Lessee to the City.

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

6. Use and Condition of the Property.

6.1 Lessee agrees that Lessee's use the Property is strictly limited to the growing and cultivating of alfalfa and for no other purposes. In connection therewith, Lessee agrees to thoroughly plow, irrigate, cultivate, fertilize and farm all farmable lands upon the Property in a responsible and prudent farm-like manner. This Lease does not authorize Lessee to permit stock of any kind to run in any field on the Property.

6.2 Lessee agrees that Lessee's use and occupancy of the Property shall be subject to all applicable laws, rules, rulings, codes, regulations and ordinances of any governmental authority, either now in effect or hereafter enacted, having jurisdiction over the Property and Lessee's use, occupancy and operations thereon. Lessee agrees that Lessee shall not use nor permit the Property to be used for any other purpose or in any other fashion or manner contrary to this Lease or the laws, ordinances, codes or regulations of any governmental unit or agency exercising jurisdiction over the Property or any use thereon.

6.3 Lessee agrees to maintain, clean and repair all aspects of the Property at Lessee's sole cost and expense, including, but not limited to driveways, fences, gates, ditches, headgates, piping and other irrigation facilities located upon the Property, and to not allow irrigation water to overrun any furrows or otherwise cause damage to the Property or to the real or personal property of any other party. Lessee agrees that the City shall not be obligated nor required to repair damages to any portion or aspect of the Property.

6.4 Lessee agrees to keep the Property free from noxious weeds. Lessee further agrees that Lessee shall not commit nor permit waste, damage or injury to the Property.

6.5 Lessee has inspected the Property, the rights and privileges appurtenant thereto, and the rules, regulations, codes and ordinances governing Lessee's use, occupancy and operations thereon. Lessee agrees that the condition of the Property and such rights, privileges,

rules, regulations, codes and ordinances are sufficient for the purposes of Lessee. The City makes no warranties, promises or representations, express or implied, that the Property is sufficient for the purposes of Lessee. If the Property is damaged due to fire, flood or other casualty, or if the Property or any aspect thereto is damaged or deteriorates to the extent where it is not longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's own risk.

7. Nonliability of the City for Damage.

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

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

8. Hazardous Substances.

8.1 The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

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

(a) any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or

(b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

9. Environmental Clean-Up.

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

(a) Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;

(b) Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.

(c) Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.

(d) Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Lessee fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.

(e) Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

9.2 Lessee shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

10. Default, Sublet, Termination, Assignment.

10.1 Should Lessee: (a) default in the performance of its agreements or obligations herein and any such default continue for a period of ninety (30) days after written notice thereof is given by the City to Lessee; or (b) abandon or vacate the Property; or (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed; the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Lessee for the full term of this Lease; and, upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Lessee, including, but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

10.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving ninety (30) days written notice. If Lessee fails within any such ninety (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of ninety (30) days (to remedy) with respect to a similar subsequent default, but rather, Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

10.3 Lessee shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees, agents and clientele of Lessee, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City. Any attempt to sublet, assign or transfer without the prior written consent of the City shall be void *ab initio*. In the event an assignment of this Lease or a sublease is authorized by the City, Lessee shall not be released from Lessee's obligations and duties under this Lease and this Lease shall remain in full force and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease or occupation by any other party. Any unauthorized assignment, sublease or permission to occupy by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval and ratification by the City Council of the City.

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

the voluntary or involuntary transfer of the City's interest in the Property, Lessee will attorn to the transferee of, or successor to, the City's interest in the Property, and recognize such transferee or successor as Lessor under this Lease.

10.5 Lessee shall not engage or allow any contractor, materialman or supplier to perform any work or supply any materials or other goods or services on any portion of the Property which could be the subject of a mechanic's lien without the prior written consent of the City.

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

12. Notices.

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

To the City:                      City of Grand Junction  
   c/o Real Estate Manger  
   250 North 5th Street  
   Grand Junction, Colorado 81501-2668  
   Fax: (970) 256-4022

To Lessee:                         Robert H. Murphy  
   2679 Paradise Way  
   Grand Junction, Colorado 81506  
   Fax: (970)

12.2 All notices shall be deemed given: (a) if sent by mail, when deposited in the mail; (b) if delivered by hand or courier service, when delivered; or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

13. Not a Partnership. The City, by entering into this Lease Agreement, does not part with its entire possession of the demised premises, but only so far as it is necessary to enable the Lessee to farm said premises and carry out the terms and provisions of this Lease. It is expressly agreed between the parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, either now in

force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

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

14. Enforcement, Partial Invalidity, Governing Law.

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

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

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

15. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease, Lessee agrees that Lessee shall pay to the City the sum of \$500.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$500.00 daily fee is an appropriate liquidated damages amount.

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

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

Attest:

The City of Grand Junction,  
a Colorado home rule municipality

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

\_\_\_\_\_  
City Manager

Lessee:

\_\_\_\_\_  
Robert H. Murphy



**Attach 10  
Lease to Western Colorado Botanical Society**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Resolution Amending the Lease of City Property to the Western Colorado Botanical Society.</b>		
<b>Meeting Date:</b>	<b>February 21, 2001</b>		
<b>Date Prepared:</b>	<b>February 13, 2001</b>		
<b>Author:</b>	<b>Tim Woodmansee</b>	<b>Real Estate Manager</b>	
<b>Presenter Name:</b>	<b>Tim Woodmansee</b>	<b>Real Estate Manager</b>	
<input type="checkbox"/>	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>

**Subject:** Resolution Amending the Lease of City Property to the Western Colorado Botanical Society.

**Summary:** The Botanical Society presently leases 12.6 acres of City property along the Colorado River, east of Highway 50. The Botanical Society is requesting to lease an additional 2.43 acres of City owned property.

**Background Information:** The Botanical Society's lease of City property began in 1994. The term of the lease is for a period of 20 years with a right to renew for 4 additional 20 year periods. The proposed amendment will incorporate the additional 2.43 acres into the existing lease.

The 2.43 parcel is located north of the Colorado River and west of the Las Colonias park site. This property is a remnant of a larger parcel purchased for the 1994 Colorado River Flood Control Levee Project. Portions of this remnant are subject to flowage easements which allow mainland storm water to be detained while the Colorado River is carrying flows above mainland elevations. Two unoccupied residential structures are located on the subject parcel. The lease amendment will require the Botanical Society to either remove or restore these structures on or before December 31, 2001. Pending demolition or restoration of these structures, the Botanical Society will be responsible for providing security measures to prevent access by the general public.

In accordance with the existing lease agreement, any development, construction or improvement installation upon the additional property must first be approved by the City.

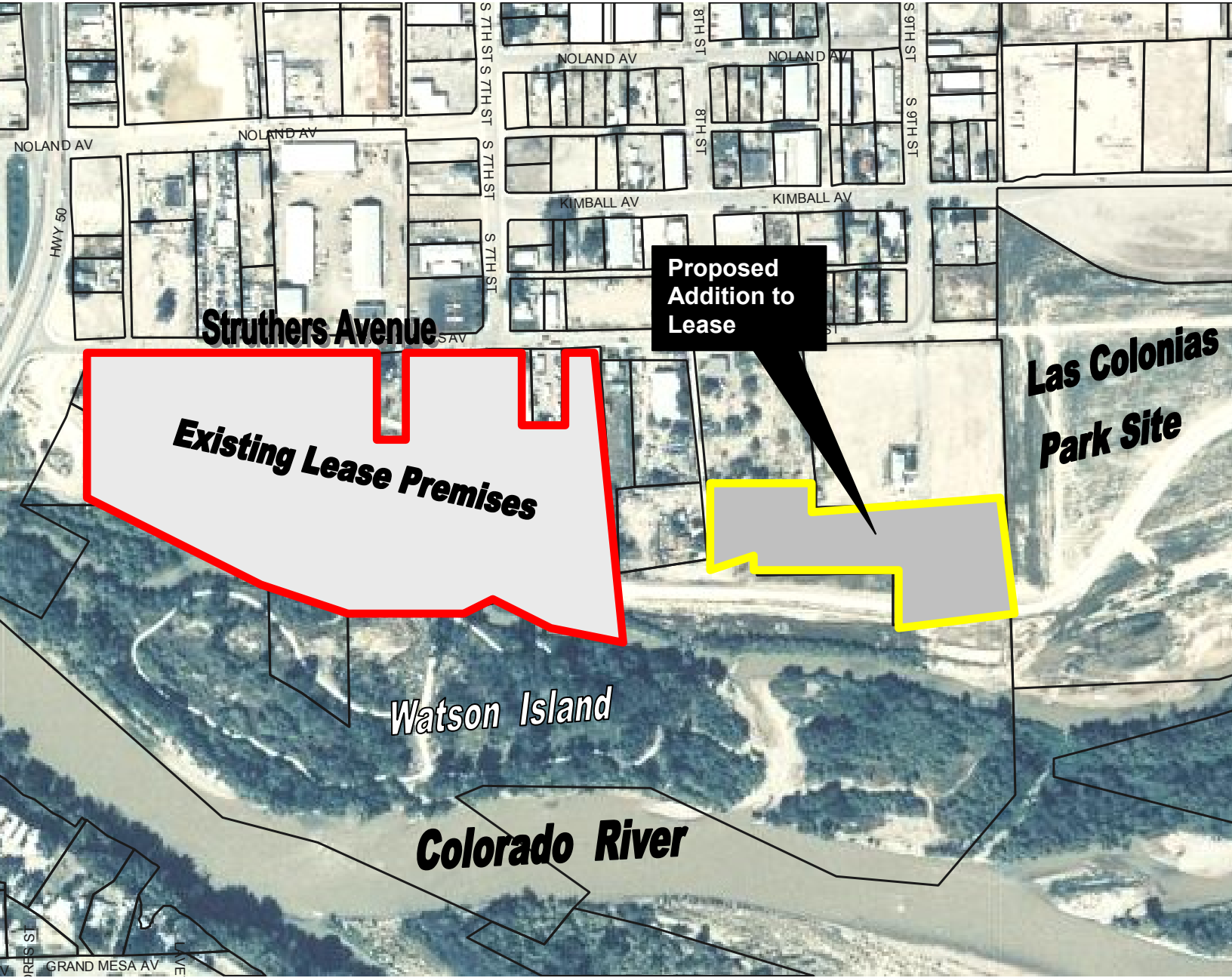
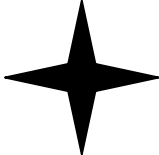
**Action Requested/Recommendation:** Adopt Resolution amending the lease of City property to the Western Colorado Botanical Society.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>
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<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>

**WESTERN COLORADO BOTANICAL SOCIETY  
EXISTING LEASED PREMISES AND  
PROPOSED ADDITIONAL PREMISES**

*NORTH*



**Struthers Avenue**

**Proposed  
Addition to  
Lease**

**Existing Lease Premises**

**Las Colonias  
Park Site**

*Watson Island*

**Colorado River**

GRAND MESA AV

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

**AMENDING THE LEASE OF CITY PROPERTY  
TO THE WESTERN COLORADO BOTANICAL SOCIETY**

WHEREAS, by that certain Agreement dated the 24th day of June, 1994, the City of Grand Junction has leased certain real property to The Western Colorado Botanical Society for the purposes more specifically set forth in the above stated Agreement; and

WHEREAS, in accordance with Recital D of the above stated Agreement, the City and the Botanical Society may, from time to time, amend the legal description of the real property leased by the City to the Botanical Society; and

WHEREAS, the following described real property owned by the City is not presently leased to the Botanical Society:

Commencing at the Northeast Corner of Lot 2 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said point also known as the Northeast Corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 23; thence S 00°00'33" E along the East line of said NW $\frac{1}{4}$  SE $\frac{1}{4}$  a distance of 364.11 feet to the True Point of Beginning; thence leaving the East line of said NW $\frac{1}{4}$  SE $\frac{1}{4}$ , N 89°43'02" W a distance of 257.06 feet; thence S 00°23'00" W a distance of 2.60 feet; thence N 89°37'00" W a distance of 165.30 feet; thence N 03°37'00" W a distance of 45.00 feet; thence N 89°37'00" W a distance of 243.70 feet; thence S 03°44'12" E a distance of 160.69 feet; thence N 77°09'02" E a distance of 102.58 feet; thence S 00°00'00" E a distance of 57.0 feet; thence S 89°37'00" E a distance of 558.99 feet; thence N 00°12'33" W a distance of 151.96 feet to the Point of Beginning, containing 2.43 acres, more or less; and

WHEREAS, the said Botanical Society is desirous of leasing the above described property for the same purposes and under the same terms, covenants, conditions, restrictions, duties and obligations as set forth in the above stated Agreement dated the 24th day of June, 1994.

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

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized to execute the attached Amendment to Agreement with The Western Colorado Botanical Society, adding the above described real property to "the Property" as that term is used in said Agreement, subject to each and every term, covenant, condition, restriction, duty and obligation as set forth in said Agreement, and also subject to the additional terms, covenants, conditions, restrictions and requirements set forth in the attached Amendment to Agreement.

PASSED and ADOPTED this 21<sup>st</sup> day of February, 2001.

Attest:

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

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

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made as of the 21<sup>st</sup> day of February, 2001, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and The Western Colorado Botanical Society, a Colorado nonprofit corporation, hereinafter referred to as "the Society".

### Recitals

A. By that certain Agreement dated the 24th day of June, 1994, between the City and the Society (the "Original Agreement"), the City leases to the Society, and the Society leases from the City, certain real property in the City of Grand Junction, County of Mesa State of Colorado, for the purposes more specifically set forth in the Original Agreement.

B. In accordance with Recital D of the Original Agreement, the City and the Society may, from time to time, amend the legal description of the real property leased by the City to the Society.

C. The Society is desirous of leasing that certain additional real property owned by the City as described in **Exhibit "A"** attached hereto and incorporated herein by reference, hereinafter referred to as "the Additional Property", for the same purposes and under the same terms, covenants, conditions, restrictions, duties and obligations as set forth in the Original Agreement and as additionally set forth in this Amendment to Agreement.

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

1. Grant of Lease. The City hereby leases the Additional Property to the Society, and the Society hereby accepts and leases the Additional Property from the City, for the same purposes and under the same terms, covenants, conditions, restrictions, duties and obligations as set forth in the Original Agreement, and under the additional terms, covenants, conditions, restrictions and requirements as hereinafter set forth.
2. Term. The term of the lease of the Additional Property shall commence on February 21, 2001, and continue pursuant to the Term set forth in Section 1 of the Original Agreement.
3. Rental. For the purpose of computing rent, the Additional Property shall consolidate with the Property described in the Original Agreement and merge into Section 2 (Rental) of the Original Agreement.
4. Additional Duties, Obligations and Responsibilities. In addition to the duties, obligations and responsibilities of the Society as set forth in the Original Agreement, the Society agrees that Society shall be obligated to and responsible for, at the Society's sole cost and expense, pursuing and completing either the restoration or demolition and removal of two (2) unoccupied residential structures located upon the Additional Property. Society agrees that the restoration and/or demolition and removal of said structures shall be completed on or before December 21, 2001. The Society further agrees that, pending complete restoration and/or demolition and removal of said structures, it shall be solely responsible for securing said structures and at all times maintaining said structures in a manner that will prevent access and/or trespass into the structures

by unauthorized persons, and in a manner that will at all times protect the health, safety and welfare of the general public.

5. Agreements Merge. This Amendment to Agreement shall be merged into and become a part of that certain Agreement between the parties hereto dated the 24th day of June, 1994. All other terms and conditions of the Original Agreement shall remain unmodified and in full force and effect.

6. Inurement/Binding Upon Parties. Each and every covenant, agreement, provision and condition of this Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

Dated the day and year first above written.

Attest:

For the City of Grand Junction,  
a Colorado home rule municipality

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

\_\_\_\_\_  
City Manager

Attest:

For the Western Colorado Botanical  
Society, a Colorado nonprofit  
corporation

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

**Exhibit "A"**  
**Description of the Additional Property**

Commencing at the Northeast Corner of Lot 2 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said point also known as the Northeast Corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 23; thence S 00°12'33" E along the East line of said NW $\frac{1}{4}$  SE $\frac{1}{4}$  a distance of 364.11 feet to the True Point of Beginning; thence leaving the East line of said NW $\frac{1}{4}$  SE $\frac{1}{4}$ , N 89°43'02" W a distance of 257.06 feet; thence S 00°23'00" W a distance of 2.60 feet; thence N 89°37'00" W a distance of 165.30 feet; thence N 03°37'00" W a distance of 45.00 feet; thence N 89°37'00" W a distance of 243.70 feet; thence S 03°44'12" E a distance of 160.69 feet; thence N 77°09'02" E a distance of 102.58 feet; thence S 00°00'00" E a distance of 57.0 feet; thence S 89°37'00" E a distance of 558.99 feet; thence N 00°12'33" W a distance of 151.96 feet to the Point of Beginning, containing 2.43 acres, more or less.

**Attach 11  
Revocable Permit for an Irrigation Line**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
<b>Subject:</b>	<b>RVP-2001-026, Revocable Permit for an irrigation line</b>		
<b>Meeting Date:</b>	<b>February 21, 2001</b>		
<b>Date Prepared:</b>	<b>February 1, 2001</b>		
<b>Author:</b>	<b>Patricia Parish</b>	<b>Associate Planner</b>	
<b>Presenter Name:</b>	<b>Patricia Parish</b>	<b>Associate Planner</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** RVP-2001-026, Resolution authorizing a Revocable Permit to allow an irrigation line to be built in a City right-of-way.

**Summary:** Consideration of a Resolution authorizing the issuance of a Revocable Permit to allow the Petitioner to build an irrigation line in a designated area of the 28 Road City right-of-way.

**Background Information:** See attached.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt the resolution formally allowing an irrigation line to be built in the City owned right-of-way known as 28 Road.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>				
<b>Purpose:</b>				

<b>Report results back to Council:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<b>X</b>	<b>Consent</b>	<b>Indiv. Consideration</b>	<b>Workshop</b>
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<b>BACKGROUND INFORMATION</b>					
<b>Location:</b>		<b>28 Road, between Ridge Dr. and Hawthorne Ave</b>			
<b>Applicants:</b>		<b>Don McFarland - Spring Valley HOA Trevor Brown - Representative</b>			
<b>Existing Land Use:</b>		<b>Right-of Way</b>			
<b>Proposed Land Use:</b>		<b>Irrigation Line</b>			
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Single Family Residential</b>			
	<b>South</b>	<b>Single Family Residential</b>			
	<b>East</b>	<b>Single Family Residential</b>			
	<b>West</b>	<b>Single Family Residential</b>			
<b>Existing Zoning:</b>		<b>RMF-5</b>			
<b>Proposed Zoning:</b>		<b>RMF-5</b>			
<b>Surrounding Zoning:</b>	<b>North</b>	<b>RMf-5</b>			
	<b>South</b>	<b>RMF-5</b>			
	<b>East</b>	<b>RMF-5</b>			
	<b>West</b>	<b>RMF-5</b>			
<b>Growth Plan Designation:</b>		<b>Residential Medium (4-8 units/acre)</b>			
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>

**Project Background/Summary:**

The Petitioner is requesting permission to build an irrigation line (see Exhibit A) in the City owned right-of-way known as 28 Road. This is a single family residential area. Due to a collapsed irrigation line, the Petitioner, Spring Valley Homeowner’s Association, would like to replace it with a new 12” PVC pipe and build a driveway accessing this right-of-way. The proposed irrigation line does not conflict with any Zoning and Development Code requirements.

**Staff Analysis:**

A request for a Revocable Permit must be reviewed for conformance with the criteria established by Section 2.17 of the Zoning and Development Code, as follows:

1. There will benefits derived by the community or area by granting the proposed revocable permit. *The right-of-way will be not be impaired as the construction will occur in the shoulder of the road and not in the paved area.*
2. There is a community need for the private development use proposed for the City Property. *The community will benefit from the improvement to the irrigation line as it services not only Spring Valley Subdivision but a City owned park as well.*

3. The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property. *The City proposes no other use at this time.*
4. The proposed use shall be compatible with adjacent land uses. *The proposed use is compatible with surrounding single family residences.*
5. The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas. *The proposed irrigation line will replace a collapsed line.*
6. The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Growth Plan, other adopted plans and the policies, intents and requirements of this Code and other City policies. *The proposed use does conform to the above referenced plans and policies.*
7. The application complies with the submittal requirements as set forth in the Section 127 of the City Charter, this Chapter Two and SSID Manual. *The application is in compliance with the above referenced codes and manuals.*

**Staff Findings:**

The City Charter gives Council authority to allow private use of public property provided such use is substantiated by resolution. The Revocable Permit essentially gives the adjacent landowner a license to use the public property. The City may revoke the permit and require the landowner to restore the property to its original condition by giving 30 days written notice. The project meets the criteria for a Revocable Permit as set forth in Section 127 of the City Charter, the SSID Manual and Section 2.17 of the Zoning and Development Code.

**STAFF RECOMMENDATION:** Staff recommends approval of the resolution authorizing the Revocable Permit due to compliance with criteria of Section 2.17 of the Zoning and Development Code, Section 127 of the City Charter and the SSID Manual.

Attachments:

1. Aerial Map
2. Site Plan
3. Resolution

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

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO THE  
SPRING VALLEY HOME OWNERS ASSOCIATION

**Recitals.**

1. The Spring Valley Homeowners Association, a Colorado non-profit corporation, hereinafter referred to as the Petitioner, has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, operate, maintain, repair and replace a buried irrigation pipeline and related facilities within the limits of the following described public right-of-way, to wit:

Commencing at a point on the south boundary line of Lot 3, Block 12 of Pheasant Run Spring Valley Filing No. Five, a subdivision situate in the Southeast ¼ of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado; thence leaving the south boundary line of said Lot 3, S 89°46'00" E a distance of 17.00 feet to the True Point of Beginning; thence N 45°14'00" E a distance of 15.00 feet; thence N 00°00'13" E, parallel with and 3.0 feet east of the west right-of-way line for 28 Road, a distance of 1,102.00 feet; thence N 45°14'00" W a distance of 10.60 feet; thence N 00°00'13" E a distance of 56.00 feet to the Point of Beginning, together with a reasonable area to accommodate the prudent and proper installation, operation, maintenance, repair and replacement of said buried irrigation pipeline and related facilities.

2. Based on the foregoing, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purposes aforescribed and within the limits of the public rights-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 21<sup>st</sup> day of February, 2001.

Attest:

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

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

## REVOCABLE PERMIT

### Recitals

1. The Spring Valley Homeowners Association, a Colorado non-profit corporation, hereinafter referred to as the Petitioner, has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, operate, maintain, repair and replace a buried irrigation pipeline and related facilities within the limits of the following described public right-of-way, to wit:

Commencing at a point on the south boundary line of Lot 3, Block 12 of Pheasant Run Spring Valley Filing No. Five, a subdivision situate in the Southeast ¼ of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado; thence leaving the south boundary line of said Lot 3, S 89°46'00" E a distance of 17.00 feet to the True Point of Beginning; thence N 45°14'00" E a distance of 15.00 feet; thence N 00°00'13" E, parallel with and 3.0 feet east of the west right-of-way line for 28 Road, a distance of 1,102.00 feet; thence N 45°14'00" W a distance of 10.60 feet; thence N 00°00'13" E a distance of 56.00 feet to the Point of Beginning, together with a reasonable area to accommodate the prudent and proper installation, operation, maintenance, repair and replacement of said buried irrigation pipeline and related facilities.

2. Based on the foregoing, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. There is hereby issued to the above-named Petitioner a Revocable Permit for the purposes aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

2. The installation of a buried irrigation pipeline and related facilities within the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid damaging street improvements, utilities or any other facilities presently existing in said right-of-way.

3. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.

4. The Petitioner, for itself and for its successors and assigns, agrees that it shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to the facilities to be installed by the Petitioner within the limits of said public right-of-way (including the removal thereof), or any other property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

5. The Petitioner agrees that it shall at all times keep the above described public right-of-way and the facilities authorized pursuant to this Permit in good condition and repair.

6. This Revocable Permit shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns, shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public rights-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit .

7. The Petitioner, for itself and for its successors and assigns, agrees that it shall be solely responsible for maintaining and repairing the condition of facilities authorized pursuant to this Permit.

8. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Attest:

The City of Grand Junction,  
a Colorado home rule municipality

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

\_\_\_\_\_  
City Manager

Attest:

Acceptance on behalf of The Spring  
Valley Homeowners Association,  
a Colorado non-profit corporation:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

**AGREEMENT**

The Spring Valley Homeowners Association, a Colorado non-profit corporation, for itself and for each of its members collectively, and for their respective heirs, successors and assigns, does hereby agree to: Abide by each and every term and condition contained in the foregoing Revocable Permit; As set forth, indemnify the City of Grand Junction, its officers, employees and agents and hold the City of Grand Junction, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit; Within thirty (30) days of revocation of said Permit, peaceably surrender said public rights-of-way to the City of Grand Junction and, at its expense, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Association,  
Attest:

The Spring Valley Homeowners  
a Colorado non-profit corporation

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

State of Colorado            )  
  )ss.  
County of Mesa                )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_ as President and attested to by \_\_\_\_\_ as Secretary of The Spring Valley Homeowners Association, a Colorado non-profit corporation.

My Commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**Attach 12  
Moore Annexation**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
<b>Subject:</b>	<b>Moore Annexation</b>		
<b>Meeting Date:</b>	<b>February 21, 2001</b>		
<b>Date Prepared:</b>	<b>February 13, 2001</b>		
<b>Author:</b>	<b>David Thornton</b>	<b>Principal Planner</b>	
<b>Presenter Name:</b>	<b>David Thornton</b>	<b>Principal Planner</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Consideration of the zone of annexation to Residential Multi-family Family with a maximum density of five units per acre (RMF-5) for the Moore Annexation. #ANX-2001-012

**Summary:** The 4.87 acre Moore Annexation area located at 457 31 Road consists of 1 parcel of land. State law requires the City to zone newly annexed areas within 90 days of the annexation. The proposed City zoning conforms to the Growth Plan's Future Land Use map and recommendation for residential land uses between 4 and 7.9 units per acre for this area.

**Background Information:** See Attached

**Budget:** N/A

**Action Requested/Recommendation:** Planning Commission recommended approval of the RMF-5 zone district for the Moore Annexation. It is recommended that City Council approve the zoning ordinance for the Moore Annexation and set a hearing for March 7, 2001.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	If Yes,
<b>Name:</b>					
<b>Purpose:</b>					

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop
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<b>BACKGROUND INFORMATION</b>					
<b>Location:</b>		<b>457 31 Road</b>			
<b>Applicants:</b>		<b>John and Donna Moore</b>			
<b>Existing Land Use:</b>		<b>Residential</b>			
<b>Proposed Land Use:</b>		<b>No Change</b>			
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Residential</b>			
	<b>South</b>	<b>Residential</b>			
	<b>East</b>	<b>Residential</b>			
	<b>West</b>	<b>Residential</b>			
<b>Existing Zoning:</b>		<b>RSF-R (AFT) in County</b>			
<b>Proposed Zoning:</b>		<b>RMF-5 zone district</b>			
<b>Surrounding Zoning:</b>	<b>North</b>	<b>RSF-R</b>			
	<b>South</b>	<b>RSF-4 &amp; RSF-2</b>			
	<b>East</b>	<b>RSF-4</b>			
	<b>West</b>	<b>RSF-R &amp; RSF-4</b>			
<b>Growth Plan Designation:</b>		<b>Residential with 4 – 8 units per acre</b>			
<b>Proposed Zoning within density range?</b>		<b>X</b>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>

**Staff Analysis:**

**ZONE OF ANNEXATION:**

This annexation area consists of annexing 4.87 acres of land including portions of the E Road and 31 Road Rights-of-way. The property owners have requested annexation into the City as the result of needing a rezone in the County to accommodate building an accessory structure (detached garage) on their property. Under the 1998 Persigo Agreement all rezones require annexation and processing in the City.

The proposed zoning is Residential Multi-Family with a maximum of five units per acre (RMF-5). Under the 1998 Persigo Agreement, the City is allowed to zone newly annexed areas with a zone that conforms to the City's Growth Plan's Future Land Use Map. Please note that this proposed zoning of RMF-5 does conform to the Growth Plan's Future Land Use Map recommended densities of 4 to 7.9 units per acre.

**PROPOSED RMF-5 ZONE DISTRICT**

- This property is currently zoned RSF-R in Mesa County and is proposed as RMF-5 in the City.



- The existing County RSF-R which requires 5 acres per lot does not conform to the recommended densities found on the Growth Plans Future Land Use map currently designated as Residential Medium: 4 to 7.9 units/acre. The RMF-5 zone does.
- The parcel of land being annexed is approximately 1 acre in size and therefore is nonconforming with existing County zoning and does not meet existing County setback requirements. The RMF-5 zone district will bring the lot into conformance and will bring the existing house into conformance with setback requirements.

**Zoning and Development Code criteria:**

**Section 2.14.F:** “Land annexed to the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with existing County zoning.”

**Section 2.6:** Approval Criteria. In order to maintain internal consistency between this code and the Zoning Maps, map amendments must only occur if:

1. The existing zoning was in error at the time of adoption;
2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.
3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances;
4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code, and other City regulations and guidelines;
5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;
6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and
7. The community or neighborhood will benefit from the proposed zone.

<i>ANNEXATION SCHEDULE</i>	
<b>Jan 17<sup>th</sup></b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>Feb 13<sup>th</sup></b>	Planning Commission considers Zone of Annexation
<b>Feb 21<sup>st</sup></b>	First Reading on Zoning by City Council
<b>Mar 7<sup>th</sup></b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>Apr 8<sup>th</sup></b>	Effective date of Annexation and Zoning

**Attachments:**

1. Zoning Ordinance
2. Map

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE No. \_\_\_\_\_**

**ZONING THE MOORE ANNEXATION TO RESIDENTIAL MULTI-FAMILY WITH A  
MAXIMUM DENSITY OF 5 UNITS PER ACRE (RMF-5)**

**LOCATED AT 457 31 ROAD**

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of applying a RMF-5 zone district to this annexation.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RMF-5 zone district be established for the following reasons:

- This zone district meets the criteria of Section 2.14.F of the Zoning and Development Code by being identical to or nearly identical to the former Mesa County zoning for each parcel and conforms to the adopted Growth Plan Future Land Use Map.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

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

The following property shall be zoned the Residential Multi-family with a maximum density of 5 units per acre (RMF-5) zone district

Includes the following tax parcel #2943-161-00-215

BEG 360FT N OF SEC COR NE4 SEC 16 1S 1E W 495FT N 140FT E 310FT S 36FT E  
185FTS 104FT TO POB EXC E 33FT FOR ROW AS DESC IN B-1501  
P-525 MESA CO RECORDS

Introduced on first reading this 21<sup>st</sup> day of February 2001.

PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2001.

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

ATTEST:

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

**Attach 13  
Institutional and Civic Facility Master Plans**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>		
<b>Subject:</b>	<b>Institutional and Civic Facility Master Plans</b>	
<b>Meeting Date:</b>	<b>February 21, 2001</b>	
<b>Date Prepared:</b>	<b>February 13, 2001</b>	
<b>Author:</b>	<b>Kathy Portner</b>	<b>Acting Director</b>
<b>Presenter Name:</b>	<b>Kathy Portner</b>	<b>Acting Director</b>
<input type="checkbox"/>	<b>Workshop</b>	<input checked="" type="checkbox"/> <b>Formal Agenda</b>

**Subject:** TAC-2001-01.01 Text Amendment – Amending the Zoning and Development Code Code to add section 2-20 – Institutional and Civic Facility Master Plans

**Summary:** The proposed amendment would add a section 2-20 to the Zoning and Development Code to define a facilities master plan and a process for it's implementation.

**Background Information:** See Attached

**Budget:** N/A

**Action Requested/Recommendation:** It is recommended that City Council approve the first reading of the ordinance.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	If Yes,
<b>Name:</b>				
<b>Purpose:</b>				

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Consent	<input type="checkbox"/> Indiv. Consideration	<input type="checkbox"/> Workshop
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**CITY OF GRAND JUNCTION**

**DATE:** February 13, 2001

**CITY COUNCIL**

**STAFF PRESENTATION:** Kathy Portner

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**AGENDA TOPIC:** TAC-2001-01.01 Amending the Zoning and Development Code to add section 2-20—Institutional and Civic Facility Master Plans

**SUMMARY:** The proposed amendment would add a section 2-20 to the Zoning and Development Code to define a facilities master plan and a process for it's implementation.

**ACTION REQUESTED:** First reading of the ordinance.

**Staff Analysis:**

In reviewing the recent master plan proposal for St. Mary's it became apparent that there was no good fit in the Code for that type of process. The proposed text amendment creates a process for the review of master plans of institutional and civic facilities. Although necessary, these facilities, because of size or location, have the potential to have a significant impact on the surrounding area. The master plan process allows an opportunity for the public review of the facilities plan early in the planning stages to identify any issues that may need to be resolved. Other facilities that might benefit from a master plan review include Mesa State College, the library and other new school facilities. This process would have also been useful for the Two Rivers Convention Center expansion.

**STAFF RECOMMENDATION:**

Staff recommends approval of the text amendment, adding section 2-20 and a definition of Master Plan.

**PLANNING COMMISSION RECOMMENDATION:**

At their February 13, 2001 hearing the Planning Commission recommended approval of the amendment to the Code.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE No. \_\_\_\_\_

**AMENDING THE ZONING AND DEVELOPMENT CODE  
INSTITUTIONAL AND CIVIC FACILITY MASTER PLANS**

Recitals.

This proposed amendment to the Zoning and Development Code creates a process for the review of master plans of institutional and civic facilities. Although necessary, these facilities because of size or location have the potential to have a significant impact on the surrounding area. The master plan process allows an opportunity for the public review of the facilities plan early in the planning stages to identify any issues that may need to be resolved.

The Planning Commission, at their February 13, 2001 hearing, recommended approval of the amendment.

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

The Zoning and Development Code be amended to add the following section:

**2-20 INSTITUTIONAL AND CIVIC FACILITY MASTER PLANS**

- A. Purpose.** The purpose of a Master Plan review process is to provide an opportunity for the early review of major institutional and civic facilities that provide a needed service to the community, but might impact the surrounding community. The Master Plan review allows the City, through a public process, to assess any impacts early in the review process and direct the applicant on how best to address the impacts.
- B. Applicability.** A Master Plan shall be required for any institutional and/or civic use, as that term is defined in Chapter 3, Table 3.5, when such project: consists of multiple phases of construction and when constructed will include 100,000 s.f. in one or more buildings; will result in significant modification of the existing transportation circulation patterns; and/or when the Director deems the project and/or the City would benefit from such a review.
- C. Review Criteria.** In reviewing a Master Plan, the decision-making body shall consider the following:
1. conformance with the Growth Plan and other area, corridor or neighborhood plans;
  2. conformance with the Major Street Plan and general transportation planning requirements;
  3. compatibility with the surrounding neighborhood in terms of capacity or safety of the street network, site access, adequate parking, adequate storm water and

- drainage improvements, minimization of water, air or noise pollution, limited nighttime lighting and adequate screening and buffering potential;
4. adequacy of public facilities and services; and
  5. community benefits from the proposal.

**D. Decision-Maker.** The Director and Planning Commission shall make recommendations and the City Council shall approve, conditionally approve or deny a Master Plan.

**E. Application and Review Procedures.** The application and processing procedures shall be as follows:

1. The review of a Master Plan shall precede, or be concurrent with, any other required review process.
2. The content of the Master Plan document shall be sufficient to generally assess the following:
  - a. site access, traffic flow, pedestrian circulation/safety;
  - b. adequate parking;
  - c. location of open space and trails;
  - d. drainage and stormwater management;
  - e. general building location and size; and
  - f. adequate screening and buffering.
3. A General Meeting shall be required.
4. A Neighborhood Meeting is mandatory.
5. Required notice shall include public notice in the newspaper, mailed notice and sign posting notice.

**F. Validity.** The Master Plan shall be valid for a minimum of five years unless otherwise established by the decision-maker. All phases of projects being developed shall be in conformance with the approved plan. Amendments to the Master Plan may be proposed at any time through the regular Master Plan review process. An amended Master Plan is required if significant changes are proposed. Generally, significant changes are anything not deemed to be minor amendments as defined in section 2.12.F.a.

And, Chapter 9 be amended to add the following definition:

**Master Plan**—A long range plan for major institutional and civic facilities that considers community benefits and impacts.

Introduced on first reading this 21st day of February, 2001.

PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2001.

ATTEST:

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

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

**Attach 14  
Parks & Recreation Master Plan**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>		
<b>Subject:</b>	<b>Parks &amp; Recreation Master Plan</b>	
<b>Meeting Date:</b>	<b>February 21, 2001</b>	
<b>Date Prepared:</b>	<b>February 12, 2001</b>	
<b>Author:</b>	<b>Joe Stevens</b>	<b>Parks &amp; Recreation Director</b>
<b>Presenter Name:</b>	<b>Joe Stevens</b>	<b>Same</b>
<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:**

The proposed Master Plan is an update of the 1992 "Parks, Recreation and Open Space Master Plan". The primary purpose of this Master Plan Update is to understand the needs of the community in the area of parks and recreation and layout a plan to address a number of needs and issues over the next 10-15 years. At the February 5, 2001 Council Workshop, the City Council directed staff to amend the Parks and Recreation Master Plan update as follows:

The Recreation/Senior Center has been moved from Tier I Improvements at Priority #1 to Tier II Improvements at Priority # 6. Costs may be summarized as follows:

Site Work	\$ 1,050,000
75,000 sq. ft. Building	11,250,000
Furniture, Fixtures, and Equipment	871,975
Sub-Total	<u>\$13,171,975</u>
Permits and Fees	246,000
Design and Engineering Fees	1,107,000
Estimating and Construction	1,845,000
Contingency	
Total Cost	<u><u>\$16,369,975</u></u>

While this preliminary estimate is based on a 75,000 sq.ft. building at an undetermined location, a determination may be made in the future whether or not to develop one large structure or two smaller structures at different locales. Construction cost per sq. ft. would be comparable (eg: \$150/sq. ft.). Major variables would include operating costs and infrastructure costs (depending on site[s]). While



Matchett Park was listed in the draft master plan as the preferred site, a specific reference to a site location for a recreation/senior center will be deleted from the final draft.

The other change directed by Council was to create a separate project in Tier II for Phase I development of Matchett Park. Matchett Park, Phase I is now in Tier II and priority #7 as follows:

32' Access Road into Site	\$ 162,000
Allowance to Extend Utility Lines From Patterson	250,000
Acceleration/Deceleration Lanes	60,000
Irrigation	485,000
7 Acres of Park Development	700,000
Parking	120,000
Outdoor Pool & Small Outdoor Water Park	2,500,000
8' Walking Path Around Park	312,000
Maintenance Building & Yard	750,000
Sub-Total	<u>\$5,339,000</u>
Permits and Fees	106,780
Design and Experiencing Fees	480,510
Estimating and Construction Contingency	800,850
<u>Total Cost</u>	<u><u>\$6,727,140</u></u>

**Summary:**

Grand Junction is changing: people, neighborhoods, how we spend our time and resources. We are fortunate to live in the Grand Valley, with wonderful parks, trails, and recreation programs. The Master Plan sets a vision for the 21<sup>st</sup> century. The Comprehensive Parks and Recreation Master Plan safeguards Grand Junction's amenities and values, and plans for a future recognizing the need for flexibility in an ever evolving community.

**Background Information:**

In its early years, Grand Junction planned and constructed a system of parks that served its residents very well. Sometime in the last 40-50 years, construction of parks failed to keep pace with development, leaving newer neighborhoods without parks. In the early 1990's, a master plan was completed to address this problem. As a result of the 1992 plan, the City took a major step in improving its park system by buying vacant land for new parks. Since that time, the City has also constructed a number of significant improvements to its parks and recreation system including:

- 2.69 acres of parkland for every 1,000 people (up from 1.9 acres per 1,000 in 1992).
- An extensive network of bike/pedestrian trails – especially along the Colorado River.
- A large park with fields for organized sports and tournaments at Canyon View Park.
- State-of-the-art skateparks and in-line hockey arenas at West Lake, Eagle Rim, and Canyon View Parks.
- General improvements to existing parks.
- A new neighborhood park for the Orchard Mesa area.
- An inventory of vacant city-owned land is ready and waiting to be developed as parks.

The City of Grand Junction is deficient in the area of public indoor recreation. This shortage is clearly demonstrated by input received from the community in last year's public opinion survey and from focus groups held as a part of the Master Plan update. The Master Plan makes the observation that residents see many similar sized and smaller cities and towns construct good quality indoor recreation facilities and wonder why a city as prosperous and large as Grand Junction does not have comparable indoor facilities.

The proposed Master Plan recognizes that Grand Junction provides active recreation programs and facilities for a large portion of Mesa County. In addition, the City markets its recreational amenities and is visited by thousands of tourists each year who, in turn, spend money and use many of the City's park and recreation facilities.

The purpose of the Master Plan is to identify the needs of Grand Junction's current residents, anticipate those of the future, and to address needs through proper planning. Many improvements identified in the 1992 plan are still needed today. The proposed Master Plan re-examines outstanding issues in light of today's circumstances. The plan also incorporates findings from last year's telephone survey of over 500 Grand Junction residents into the Master Plans' recommendations.

The 2000 plan is intended to be a flexible document. It may be appropriately compared to a roadmap. A course has been planned, but there will be detours along the way that may change that course, or perhaps even the final destination. City Council, Parks and Recreation Advisory Board, and the community must be prepared for changes in direction and respond accordingly. The assumed life of this plan is 10-15 years. At that time, or sooner, if rapid change occurs, the plan will need to be updated to reflect the needs and current goals of residents.

Input from the public was carefully evaluated. In the end, the recommendations reflect much of the community's vision and provide a snap-shot of Grand Junction's park system.

The following objectives have been incorporated into the Master Plan and are intended to guide the design and use of park facilities:

- Objective I Provide a broad range of recreational experiences for Grand Junction's residents.
- Objective II Provide convenient public access to all recreation sites and facilities.
- Objective III Maintain and upgrade existing parks to achieve a high level of quality, safety and attractive appearance.
- Objective IV Expand the supply and diversity of parks and leisure facilities in Grand Junction to meet the needs of the current and future population.
- Objective V Assure that private development fully adheres to the standards for the park, open space and recreation needs of the residents it brings into the community.
- Objective VI Coordinate with other public agencies to meet parks and recreation needs as efficiently as possible.
- Objective VII The cost of recreation programs should be born by the participants, but only to the degree that ability-to-pay is not a constraint to participation.
- Objective VIII Coordinate new park/facility construction with the trail master plan so that pedestrians, bicycles and other non-motorized can easily reach the City's park facilities.
- Objective IX Provide convenient opportunities for people with disabilities to access use and enjoy the amenities of the park system.
- Objective X Operate programs and services to established national or local standards.
- Objective XI Actively promote the benefits of Parks and Recreation to area residents and the community as a whole.

Accompanying this City Council Agenda Form, please find additional information incorporated from the City's current 10-year Capital Improvement Program and a listing of potential CIP Projects that have been incorporated into the proposed Master Plan. It is important to recognize that dates and funding sources have not

been included unless the projects have already been incorporated into the City's CIP. CIP costs for construction/development reflect an annualized cost adjustment of 4%. Tier projects do not have a specific year for implementation so all those projects cost estimates are based on 2000/01 costs. If adopted, a final master plan document will be printed incorporating changes since the October 16, 2000 draft submittal.

**Action Requested/Recommendation:**

Adopt the City of Grand Junction's Comprehensive Parks and Recreation Master Plan based on changes directed by the City Council at the Council Workshop on February 5, 2001.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>						
<b>Purpose:</b>						

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Consent</b>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>
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**Attach 15  
Zoning for Redlands Mesa**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i><b>CITY COUNCIL</b></i>		
<b>Subject:</b>	<b>Amending the Zoning Ordinance for Redlands Mesa, Phase 2, South of the Ridges - PP-2000-236</b>	
<b>Meeting Date:</b>	<b>February 21, 2001</b>	
<b>Date Prepared:</b>	<b>February 12, 2001</b>	
<b>Author:</b>	<b>Kathy Portner</b>	<b>Acting Director</b>
<b>Presenter Name:</b>	<b>Kathy Portner</b>	<b>Acting Director</b>
<input type="checkbox"/>	<b>Workshop</b>	<input checked="" type="checkbox"/> <b>Formal Agenda</b>

**Subject:** Second reading of the zoning ordinance for Redlands Mesa, Phase 2.

**Summary:** A request to approve zoning for Phase 2 of the proposed Redlands Mesa Development in the Ridges, consisting of parcels 9, 10A, 10B and 11 of the approved Outline Development Plan. The zoning ordinance establishes the allowed uses as 67 single-family homes.

**Background Information:** See Attached

**Budget:** N/A

**Action Requested/Recommendation:** City Council approval of the second reading of the zoning ordinance.

<b>Citizen Presentation:</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If Yes,
<b>Name:</b>	Applicant		
<b>Purpose:</b>			

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Indiv. Consideration	<input type="checkbox"/> Workshop
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**AGENDA TOPIC:** Second reading of the zoning ordinance for Redlands Mesa, Phase 2.

**SUMMARY:** A request to approve zoning for Phase 2 of the proposed Redlands Mesa Development in the Ridges, consisting of parcels 9, 10A, 10B and 11 of the approved Outline Development Plan. The zoning ordinance establishes the allowed uses as 67 single-family homes.

<b>BACKGROUND INFORMATION</b>			
<b>Location:</b>		<b>South of West Ridges Blvd in the Ridges</b>	
<b>Applicants:</b>		<b>Redlands Mesa, LLC</b>	
<b>Existing Land Use:</b>		<b>Undeveloped</b>	
<b>Proposed Land Use:</b>		<b>Residential</b>	
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Single family residential and golf course</b>	
	<b>South</b>	<b>Undeveloped and golf course</b>	
	<b>East</b>	<b>Residential</b>	
	<b>West</b>	<b>Golf course</b>	
<b>Existing Zoning:</b>		<b>Planned Development (PD)</b>	
<b>Proposed Zoning:</b>		<b>Same</b>	
<b>Surrounding Zoning:</b>	<b>North</b>	<b>PD</b>	
	<b>South</b>	<b>PD</b>	
	<b>East</b>	<b>PD</b>	
	<b>West</b>	<b>PD</b>	
<b>Growth Plan Designation:</b>		<b>Residential Medium Low, 2 to 4 units per acre</b>	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**ACTION REQUESTED:** City Council approval of the second reading of the zoning ordinance.

**Staff Analysis:**

The Redlands Mesa development received design density and Outline Development Plan (ODP) approval for 526 residential units, a commercial parcel containing a clubhouse, offices and maintenance facility and an 18-hole golf course on 494 acres. As each phase is proposed, a zoning ordinance is required to establish specific uses and density. A zoning ordinance for Phase 1 was previously approved by the City Council for the golf course, maintenance facility, clubhouse and 118 residential units.

The Preliminary Plan for Phase 2 was recently approved by the Planning Commission, which includes 12 lots on parcel 9, 4 lots on parcel 10B, 27 lots on parcel 10A and 24 lots on parcel 11, for a total of 67 lots. The total number of lots is a reduction from the maximum densities established for those parcels with the Outline Development Plan.

**RECOMMENDATION:**

Approval

**CITY OF GRAND JUNCTION**

**ORDINANCE NO.**

**ZONING LAND LOCATED SOUTH AND WEST OF THE RIDGES  
KNOWN AS REDLANDS MESA, PHASE 2**

Recitals:

The proposed Redlands Mesa development received Design Density and Outline Development Plan approval by the Planning Commission and the City Council. The Preliminary Plan for Phase 2 of the development has been submitted and reviewed by the Planning Commission. Phase 2 includes 67 residential units. The Planning Commission and City Council hereby find that the request is in compliance with the Zoning and Development Code.

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

That the land described below is hereby zoned PD (Planned Development) with the allowed uses being a maximum of 67 single-family homes.

**LEGAL DESCRIPTION:** A parcel of land situated in portions of Sec 17, 19 and 20, T1S, R1W of the U.M., Mesa County, Colorado, described in Bk 1843 at Pgs 692 thru 698, said parcel being more particularly described by survey as follows: Beg at a pt on the E line of the NE1/4 SE1/4 of Sec 20, whence the E1/4 cor of Sec 20, a standard 3 1/2" aluminum cap set by PLS 18480 on an aluminum pipe, bears N01°14'38"E 130.74'; thence S01°14'38"W 1162.17' to the S1/16 cor on the E boundary of Sec 20, a Mesa County survey monument; thence along the E line of the SE1/4 SE1/4 of Sec 20, S01°16'22"W 1267.75' to a pt whence the SE cor of Sec 20, a BLM brass cap, bears S01°16'22"W 24.59'; thence S89°07'30"W 1224.69' to the E1/16 cor on the N boundary of Sec 29, T1S, R1W, a Mesa County survey monument; thence N89°06'43"W 95.80' to the E1/16 cor on the S boundary of Sec 20, a BLM Cadastral survey brass cap; thence N89°46'17"W 1318.92' to the S1/4 cor of Sec 20, a BLM Cadastral survey brass cap; thence N89°36'43"W 1320.84' to the W1/16 cor on the S boundary of Sec 20, a BLM Cadastral survey brass cap; thence N89°44'02"W 1320.20' to the SW cor of Sec 20, a BLM Cadastral survey brass cap; thence along the W line of the SW1/4 of Sec 20, N00°11'02"E 897.11' to a metal disk marker stamped LS5933 set in a stone; thence N89°49'40"W 500.09' to a rebar/cap LS5933; thence N30°11'54"E 470.92' to the 1/4 cor common to Sec 19 and 20, a Mesa County survey monument; thence S89°46'44"W 1300.13' to the center E1/16 cor of Sec 19, a Mesa County survey monument; thence N01°44'46"E 1291.50' to the NE1/16 cor of Sec 19, a Mesa County survey monument; thence N89°53'22"E 613.13' to a



#5 rebar set in concrete; thence N65°17'32"E 535.96' to a #5 rebar set in concrete; thence N41°55'06"E 592.54' to a #5 rebar set in concrete; thence N58°16'03"E 495.53' to a #5 rebar set in concrete; N78°07'01"E 666.98' to a #5 rebar set in concrete; thence N33°06'25"E 350.67'; thence S68°41'19"E 588.44' to the westerly line of a parcel described in a title commitment prepared by Meridian Land Title, Inc., as an exception to said Parcel 1; thence along westerly line S23°37'49"W 430.49'; thence along the southerly line of said exception, N89°41'49"E 72.15'; to the westerly boundary of The Ridges Filing #6; thence along the westerly and southerly boundary of The Ridges Filing #6 the following courses: S00°00'00"E 122.33'; S44°10'50"E 244.94'; S69°22'18"E 54.27'; S48°35'48"E 55.79'; N85°06'40"E 92.27'; N17°21'30"E 92.69'; S82°14'50"E 30.14' to the southerly line of that parcel described in said title commitment as an exception to said Parcel 1; thence along southerly line S25°33'11"E 117.30'; thence along southerly line S66°34'51"E 133.09' to the westerly line of a parcel described in Bk 1843 at Pg 698; thence along westerly line S10°16'01"E 95.31'; thence along westerly line S68°50'18"E 72.62' to a #5 rebar with cap LS12770; thence departing said westerly line, 104.65' along the arc of a 50.00' rad non-tangent curve to the left, through a central angle of 119°55'32" with a chord bearing S25°03'53"E 86.57'; thence 283.58' along the arc of a 444.99' rad non-tangent curve to the right, through a central angle of 36°30'48", with a chord bearing S56°03'20"W 278.81'; thence 130.87' along the arc of a 150.00' rad curve to the left, through a central angle of 49°59'24", with a chord bearing S49°19'02"W 126.76'; thence S24°19'20"W 97.00' to a #5 rebar with cap LS 12770; thence N65°40'40"W 50.00' to a #5 rebar with cap LS 12770; thence 31.41' along the arc of a 20.00' rad non-tangent curve to the right, through a central angle of 90°00'00", with a chord bearing S69°19'20"W 28.28' to a #5 rebar; thence N65°40'40"W 49.00' to a #5 rebar set in concrete; thence S24°19'20"W 139.60' to a #5 rebar; thence N65°40'40"W 35.82' to a #5 rebar with cap LS 9960; thence S00°00'00"E 95.00' to a #5 rebar with cap LS 9960; thence S61°02'00"W 328.41' to a #5 rebar with cap LS 12770, the southerly and westerly boundary line of The Ridges Fil #5; thence along the southerly and westerly boundary line of The Ridges Fil #5 the following courses: S28°58'00"E 43.03'; 148.29' along the arc of a 260.00' rad curve to the right, through a central angle of 32°40'46", with a chord bearing S12°37'37"E 146.29'; 437.10' along the arc of a 290.00' rad curve to the left, through a central angle of 86°21'34" with a chord bearing S39°28'03"E 396.89'; S30°57'24"E 145.53' to a #5 rebar with cap LS 9960; S39°51'00"E 121.67'; S36°13'27"E 244.71' to a #5 rebar with cap LS 9960; S73°52'00"E 335.71'; N50°31'05"E 317.42'; N14°29'37"W 381.25' to a #5 rebar with cap LS 9960 on the southerly boundary line of The Ridges Fil #4; thence along the southerly boundary line of The Ridges Fil #4 the following courses: S81°52'12"E 71.57'; 482.20' along the arc of a 1040.00' rad curve to the left, through a central angle of 26°33'55", with a chord bearing N84°50'51"E 477.89'; N71°33'54"E 360.00'; 111.41' along the arc of a 540.00' rad curve to the left, through a central angle of 11°49'15", with a chord bearing N65°39'17"E 111.21' to the westerly boundary line of the Gardner Lake parcel; thence along the westerly and southerly boundary of the Gardner Lake parcel the following

courses: S18°35'50"W 335.00' to a #5 rebar with cap LS 12770; S34°39'50"E 150.00'; S84°28'10"E 272.64'; N55°13'20"E 220.00'; N38°34'30"E 120.00' to the southerly boundary line of The Ridges Fil #3; thence along the southerly boundary line of The Ridges Fil #3 the following Courses: S90°00'00"E 143.35'; 103.76' along the arc of a 800.00' rad curve to the left, through a central angle of 07°25'54" with a chord bearing N86°17'03"E 103.69' to a #5 rebar with cap LS 9960; S07°25'54"E 110.00' to a #5 rebar with cap LS 9960; N82°34'06"E 240.00' to a #5 rebar with cap LS 9960; S89°18'55"E 87.26' to a #5 rebar with cap LS 9960; S53°14'24"E 119.27' to a #5 rebar with cap LS 9960; S26°05'44"E 251.58'; N63°56'00"E 110.00'; S26°04'00"E 160.00' to POB. EXCEPT a parcel conveyed to the County of Mesa by instrument recd at Bk 964 Pg 653.

INTRODUCED for FIRST READING and PUBLICATION this 7<sup>th</sup> day of February, 2001.

PASSED on SECOND READING this \_\_\_\_ day of \_\_\_\_\_, 2001.

ATTEST:

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

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

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>		
<b>Subject:</b>	<b>Etter-Epstein ODP</b>	
<b>Meeting Date:</b>	<b>February 21, 2001</b>	
<b>Date Prepared:</b>	<b>February 13, 2001</b>	
<b>Author:</b>	<b>Kristen Ashbeck</b>	<b>Senior Planner</b>
<b>Presenter Name:</b>	<b>Same</b>	<b>Same</b>
	<b>Workshop</b>	<b>X      Formal Agenda</b>

**Subject:** ODP-2000-058: Etter-Epstein Outline Development Plan (ODP) Request for approval of an Outline Development Plan (ODP) to establish a Planned Development (PD) zone district consisting of Business/Commercial, Residential, and Open Space uses. Upon remand by City Council, Planning Commission approved the ODP and recommended approval of the PD zoning subject to conditions. The applicant has appealed the condition pertaining to maximum building height. The appeal will be heard with second reading of the proposed zoning ordinance.

**Summary:** The 22.56-acre Etter-Epstein property is located at the southeast corner of Horizon Drive and G Road and consists of three parcels of land. Approximately 1.4 acres of the property is public right-of-way due to the realignment of 27.5 Road and the Horizon Drive/G Road intersection. The parcels are presently zoned Planned Development (PD) but a plan has never been established for the property. The property owners are proposing this ODP to retain the PD zoning.

**Background Information:** See Attached Staff Report

**Budget:** N/A

**Action Requested (by applicant):** 1) Uphold appeal of applicant and approve the ODP for the Etter-Epstein property that establishes a PD zone district; and 2) Approve ordinance zoning land known as the Etter-Epstein Planned Development (PD).

<b>Citizen Presentation:</b>	<input type="checkbox"/>	<b>No</b>	<input checked="" type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>	
<b>Name:</b>	<b>Bruce Phillips, Elder &amp; Phillips</b>					
<b>Purpose:</b>	<b>Representative</b>					
<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
<b>Placement on Agenda:</b>	<input type="checkbox"/>	<b>Consent</b>	<input checked="" type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>

**AGENDA TOPIC:** ODP-2000-058 Etter-Epstein Outline Development Plan (ODP)

Request for approval of an ODP for a Planned Development consisting of Business/Commercial, Residential, and Open Space uses.

**SUMMARY:** The 22.56-acre Etter-Epstein ODP property consists of three parcels of land. The parcels are presently zoned Planned Development (PD) but a plan has never been established for the property. The property owners propose this ODP to establish a plan and maintain the PD zoning.

City Council remanded the application to Planning Commission with instructions to consider concessions made by the applicant and concerns expressed including building height, density, airport critical zone, set backs and buffering. Planning Commission, at its January 16, 2001 meeting, approved the ODP and recommended approval of the PD zoning subject to conditions. The applicant has appealed the condition pertaining to maximum building height.

<b>BACKGROUND INFORMATION</b>		
<b>Location:</b>	<b>Southeast Corner Horizon Drive and G Road</b>	
<b>Applicants:</b>	<b>Etter Estate and Emanuel Epstein, Owners Bruce Phillips, Representative</b>	
<b>Existing Land Use:</b>	<b>1 Single Family Residence &amp; Vacant</b>	
<b>Proposed Land Use:</b>	<b>Business/Commercial, Res., Open Space</b>	
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Vacant &amp; Commercial (Hotel)</b>
	<b>South</b>	<b>Single Family Residential (Ptarmigan Ridge, Ptarmigan Point &amp; O’Nan)</b>
	<b>East</b>	<b>Single Family Residential (Ptarmigan Ridge) and Church</b>
	<b>West</b>	<b>Vacant</b>
<b>Existing Zoning:</b>	<b>Planned Development (PD)</b>	
<b>Proposed Zoning:</b>	<b>Same</b>	
<b>Surrounding Zoning:</b>	<b>North</b>	<b>Light Commercial (C-1)</b>
	<b>South</b>	<b>PD (Residential)</b>
	<b>East</b>	<b>PD (Residential) &amp; Residential Single Family 4 units per acre (RSF-4)</b>
	<b>West</b>	<b>C-1 &amp; RSF-4</b>
<b>Growth Plan Designation:</b>	<b>Residential Medium-Low: 2 to 4 units per acre &amp; Residential-High: 12+ units per</b>	

	acre		
Zoning within density range?		Yes	X No

**ACTION REQUESTED:** Approve the ODP and zoning for the Etter-Epstein property that establishes a PD zone district.

**Staff Analysis:**

**Project Background/Summary.** The applicant has requested approval of an ODP for three parcels totaling 22.56 acres located on the southeast corner of Horizon Drive and G Road. During the process to create the new zoning map, staff initially proposed to zone all three parcels Residential Single Family, 1 unit per 5 acres (RSF-R) due to the natural constraints of the property and its partial location within the Airport Critical Zone. However, Council agreed to adopt the new zoning map showing these parcels as Planned Development (PD) with the understanding that a plan for the property would have to be proposed and approved for the PD zoning to be maintained on the property.

The Future Land Use Map of the Growth Plan shows these parcels to remain residential, with the easterly two parcels at a low density of 2-4 units per acre and the westerly parcel high density of 12+ units per acre.

The purpose of this ODP is to establish a plan for the properties and demonstrate that the parcels can be compatible for the intended uses. The applicant’s design intent is to serve as a transitional area between the commercial uses along Horizon Drive and the single family residential uses to the south. The following mix of uses is proposed as indicated on the ODP plan and stated in the applicant’s narrative.

Business/Commercial	12.5 acres	125,000 to 250,000 sf
Residential, 4-8 du/ac	5.26 acres	Maximum 21 units (4 du/ac)
Open Space	3.18 acres	
27.5 Road Right-of-Way	1.62 acres	

**Business/Commercial Land Use/Development Standards.** The ODP proposes the uses listed below to be allowed in Business/Commercial areas 1, 2 and 3.

Business Residence	Multifamily Residential
Townhome	Assisted Living Facility
General day care	Medical and Dental Clinics
Parks	Religious Assembly
Hotels and motels	General Offices
Miniature golf	Health club
Retail Alcohol Sales	Bar, Nightclub
Food Service, Catering	Food Service, Restaurant

Small appliance repair	Personal services
Car wash	Gasoline service station
Quick lube	Limited vehicle service
Community Activity Building/Community Services	
Museums, art galleries, opera houses, single screen theater, libraries	
Counseling centers (nonresident)	
General retail sales with indoor operations, display and storage	

The applicant agreed to remove some uses from Area 4 along 27.5 Road including:

- Bar, nightclub and retail alcohol sales, unless an accessory use to a motel or hotel
- Lube and oil change
- Automotive repair
- Gas station

**A condition of approval from Planning Commission suggested that the list of uses to be excluded also include car wash and that the uses also be eliminated from Area 1 and the eastern portion of Area 3 (noted as the “Etter Residence” on the ODP). The applicant has agreed with this condition.**

The applicant is proposing that the bulk requirements of the C-1 zone district apply to the business/commercial areas of the site except for building height limitations. The maximum height in the C-1 zone district in this area is 40 feet. The applicant is proposing that the maximum height in areas 1 and 4 be 35 feet which is compatible with the adjacent residential areas and 65 feet above the grade of Horizon Drive nor 35 feet from the old section of 27.5 Road in areas 2 and 3.

Planning Commission raised concerns with the proposed maximum building height and added a condition of approval that the height be restricted to 40 feet as measured from Horizon Drive and not to exceed 30 feet when measured along the old segment of 27.5 Road. The applicant has appealed this condition of approval.

**Residential Land Use/Development Standards.** A residential density of up to 4 units per acre, or a maximum of 21 dwelling units is proposed, with the following uses allowed:

Single family attached	Duplex
Single family detached	Multifamily
Townhome	Assisted Living Facility

Residential uses with a density of up to 4 units per acre may be allowed within the Airport Critical Zone, if a Conditional Use Permit is obtained and noise reduction measures are applied. The applicant is proposing that the bulk standards of the Residential Multifamily 8 units per acre (RMF-8) zone district apply to the residential area of the ODP (Area 5). A condition of approval from

Planning Commission was that the rear or side yard setback as applicable in the residential Area 5, shall be a minimum of 25 feet from the southern property line (common with Ptarmigan Ridge and Ptarmigan Point). The applicant has agreed to this revision to the proposed setbacks

**Open Space Land Use/Development Standards.** Proposed uses allowed in the Open Space Area include:

- Underground utilities
- Road right-of-way
- Pedestrian and recreational amenities

No bulk standards were proposed for open space areas of the ODP. Therefore, it is assumed that the open space areas are to be considered “no build” areas.

**Development Schedule.** The applicant has not proposed a phasing plan with the ODP, but is requesting that the ODP be valid for a period of 3 years from the date of approval. Given the pace of development along the Horizon Drive corridor and the amount of vacant land along it, a three-year time frame for the ODP seems reasonable.

**Site Access and Traffic Patterns.** The recently completed road realignment and reconstruction work on Horizon Drive, G Road and 27.5 Road has a significant impact on site access and traffic patterns. The specific access points shown on the ODP plan will need to be analyzed in a traffic study at the Preliminary Plan phase to demonstrate that they can operate safely. Access to the proposed Business/Commercial areas will primarily be from Horizon Drive to minimize the traffic impact on existing residential areas to the south and east of the property. Planning Commission added a condition of approval that the use shall minimize traffic impacts to the old segment of 27-1/2 Road.

**Other Constraints.** Natural constraints on the Etter-Epstein property include topography and the potential for wetlands. There is a 30-foot topographical break that runs northeast-southwest through the property, parallel to Horizon Drive. Some of this was and still is being regraded with the 27.5 Road project to meet a 7 percent grade for the roadway. It is assumed that comparable site grading could be accomplished on the Business/Commercial sites along Horizon Drive, or the applicant has suggested that the sites could be terraced with “walk-out” multi-story structures. Staff is in agreement with this analysis. Determination of wetlands and the potential mitigation of disturbance will need to be addressed in greater detail prior to submittal of a Preliminary Plan.

**Findings of Review.**



a. Section 2.12 of the Zoning and Development Code lists criteria by which an ODP application shall be reviewed. An ODP application shall demonstrate conformance with all of the criteria. Staff's findings relative to the criteria and the plan revisions outlined above are listed below.

***Growth Plan, Major Street Plan and Other Adopted Plans & Policies.*** The proposal is not in conformance with the Growth Plan, however, previous zoning on the site suggested that non-residential uses might be appropriate for the property. The residential use proposed at a density of 4 units per acre may be compatible with the Airport Environs Overlay, provided a Conditional Use Permit is approved at a subsequent phase of development.

***Rezone Criteria.*** The proposal generally meets the rezone criteria.

***Corridor Guidelines/Overlay Districts.*** The residential component of the proposal generally conforms to the Airport Environs Overlay, provided a Conditional Use Permit is approved at a subsequent phase of development.

***Adequate Public Services.*** Since this is an infill site, adequate public services and facilities exist to the site.

***Adequate Circulation and Access.*** Access and circulation are adequate to the site and were recently improved with the Horizon Drive reconstruction and G Road/27.5 Road realignment project.

***Appropriate Screening and Buffering.*** Due to the natural amenities/constraints on the property, the plan can adequately provide for screening and buffering between land uses.

***Appropriate Range of Density/Intensity.*** The residential component of the proposal may be appropriate for its location in the Critical Zone and is compatible with surrounding residential densities. The proposed intensity of the business/commercial component appears appropriate, but uses should be limited (as revised for Area 4) where these sites are directly adjacent to residential use or zoning (Area 1 just north of the O'Nan Subdivision and the eastern portion of Area 3 across the street from Ptarmigan Estates).

***Appropriate Minimum Standards.*** The applicant proposed standards compatible with the straight zones of C-1 and RMF-8 with some modification to the maximum building height for business/commercial areas 2 and 3. Additional buffering between Area 5 and the existing residential area to the south is desirable. This can be addressed by increasing the required setback from the southern property line to be consistent with that in the adjacent established residential area and further with the Conditional Use Permit required for the proposed residential use in the Critical Zone.

**Appropriate Phasing Schedule.** The applicant has requested that the ODP be valid for a period of 3 years from the time the 27-1/2 Road street improvements are 100 percent complete. Staff recommends that the period be from the date of approval rather than completion of the street improvements.

**Minimum 20-Acre Size.** The Etter-Epstein property, less the area to be set aside as right-of-way is 20.94 acres.

b. Section 2.6 of the Zoning and Development Code lists criteria by which a rezone application shall be reviewed. Staff's findings relative to the criteria and the plan revisions outlined above are listed below.

**Existing Zoning in Error.** The existing zoning constitutes a planned zone without a plan. In conjunction with the ODP, adoption of the zoning ordinance will establish a plan to maintain the PD zoning.

**Change of Neighborhood Character.** The recently-completed Horizon Drive reconstruction and G Road/27.5 Road realignment project had a significant impact on this property and the surrounding neighborhood. The new streets make the Etter-Epstein property more developable for a mix of uses.

**Neighborhood Compatibility.** Due to the natural and man-made constraints, the Etter-Epstein property is conducive to a mixed-use zoning that provides a transition from the commercial uses on the Horizon Drive corridor to the adjacent single family residential areas to the south and east. The proposed ODP accommodates this necessary transition.

**Community or Neighborhood Benefit.** Infill development such as that proposed by this plan and zone is a community goal. It also meets the goal of minimizing vehicular traffic to and from neighborhood services if these can be provided adjacent to residential areas as proposed by this plan.

**PLANNING COMMISSION RECOMMENDATION (1/16/01 – 7-0): Approval** of the ODP and zoning for the Etter-Epstein property with the following conditions:

- 1) Uses to be excluded from Areas 1, 4 and the eastern area of 3 (Etter Residence): quick lubes, auto repair, gas station, car wash, bar/nightclub or retail liquor sales, unless an accessory use to a motel/hotel.
- 2) The rear or side yard setback as applicable in the residential Area 5, shall be a minimum of 25 feet from the southern property line (common with Ptarmigan Ridge and Ptarmigan Point).
- 3) The maximum building height shall be restricted to 40 feet as measured from Horizon Drive and not to exceed 30 feet when measured along the old segment of 27.5 Road, whichever is more restrictive. NOTE: minutes are not clear as to which areas this restriction applies to—40 feet is higher than the 35 feet applicant proposed in areas 1 and 4.

4) The use shall minimize traffic impacts to the old segment of 27.5 Road.

Conditions 2 and 3 have already been incorporated into the proposed zoning ordinance.

- ATTACHMENTS:
- a. Proposed Ordinance
  - b. Letter of Appeal
  - c. Aerial Photo Location Map
  - d. Assessor's Map
  - e. Minutes of 12/6/00 City Council
  - f. Draft Minutes of 1/16/01 Planning Commission
  - g. Materials Provided by Applicant – Plans & Narrative
  - h. Letters from Concerned Citizens

**CITY OF GRAND JUNCTION, COLORADO**

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

**ZONING THREE PARCELS OF LAND LOCATED  
ON THE SOUTHEAST CORNER OF THE HORIZON DRIVE AND  
G ROAD INTERSECTION**

Recitals.

A rezoning of the property to establish a plan for a Planned Development (PD) has been requested for three properties located on the southeast corner of the intersection of Horizon Drive and G Road. The property is generally known as the Etter-Epstein property. The City Council finds that the request meets the goals and policies set forth by the *Growth Plan*. City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PROPERTY DESCRIBED BELOW IS HEREBY ZONED PLANNED DEVELOPMENT (PD):

Parcel 2945-012-00-008

Beginning at the NE corner NE4NW4 Section 1 1S 1W South 230 ft West 230 ft North 230 ft East to the Point of Beginning EXC road ROW as per Book 1426 Pages 244-245 Mesa County records; and also

Parcel 2945-012-00-075/076

That part of NW4 NW4 Section 1 1S 1W S + East of County Highway EXC road ROW as per Book 1426 Pages 244-245 Mesa County records; and also

Parcel 2945-012-00-073/074

Beginning Northeast corner NE4 NW4 Section 1 1S 1W S 782.5 ft West 408 ft South 82deg49' West 220 ft South 55deg57' W 596 ft West 190 ft to West LI NE4 NW4 North to County Highway Northeasterly along highway to North line 4 NW4 E to beginning EXC road on East + EXC North 230 ft of East 230 ft of NE4NW4 EXC Road ROW as per Book 1426 Pages 244-245 Mesa County Records.

The uses of the property allowed by the zoning shall be as generally depicted on the Outline Development Plan (ODP) attached as Exhibit A:

Business/Commercial	12.5 acres	125,000 to 250,000 sf
Residential, 4-8 du/ac	5.26 acres	Maximum 21 units (4 du/ac)
Open Space	3.18 acres	

A list of the types of allowed uses are as follows corresponding to denominated areas on Exhibit A.

**BUSINESS/COMMERCIAL USES (Area 2 and western portion of Area 3):**

Business Residence	Multifamily Residential
Townhome	Assisted Living Facility
General day care	Medical and Dental Clinics
Parks	Religious Assembly
Hotels and motels	General Offices
Miniature golf	Health club
Retail Alcohol Sales	Bar, Nightclub
Food Service, Catering	Food Service, Restaurant
Small appliance repair	Personal services
Car wash	Gasoline service station
Quick lube	Limited vehicle service
Community Activity Building/Community Services	
Museums, art galleries, opera houses, single screen theater, libraries	
Counseling centers (nonresident)	
General retail sales with indoor operations, display and storage	

**BUSINESS/COMMERCIAL USES (Areas 1, 4 and eastern portion of Area 3 (Etter Residence):**

Business Residence	Multifamily Residential
Townhome	Assisted Living Facility
General day care	Medical and Dental Clinics
Parks	Religious Assembly
Hotels and motels	General Offices
Miniature golf	Health club
Food Service, Catering	Food Service, Restaurant
Small appliance repair	Personal services
Community Activity Building/Community Services	
Museums, art galleries, opera houses, single screen theater, libraries	
Counseling centers (nonresident)	
General retail sales with indoor operations, display and storage	

**RESIDENTIAL USES (Area 5 with a maximum of 21 dwelling units):**

Single family attached	Duplex
Single family detached	Multifamily
Townhome	Assisted Living Facility

**OPEN SPACE USES (No-Build areas):**

- Underground utilities
- Road right-of-way
- Pedestrian and recreational amenities

2) The bulk requirements for this zone and property shall be as follows:

Business/Commercial Areas: Same as Light Commercial (C-1) in section 3.4 of the March 7, 2000, City of Grand Junction, Zoning and Development Code except for:

Maximum building height as follows (refer to Exhibit A attached).

Areas 1 & 4: 35 feet

Areas 2: Building heights shall not exceed 65 feet above Horizon Drive

Area 3: Building heights shall not exceed 65 feet above Horizon Drive nor 35 feet above the north/south section (old alignment) of 27.5 Road

Residential Areas: Same as Residential Multifamily 8 units per acre (RMF-8) in section 3.3 of the March 7, 2000, City of Grand Junction, Zoning and Development Code, EXCEPT for the rear or side yard setback as applicable in the residential Area 5, shall be a minimum of 25 feet from the southern property line (common with Ptarmigan Ridge and Ptarmigan Point).

3) Per Section 7.3 of the March 7, 2000, City of Grand Junction, Zoning and Development Code, a Conditional Use Permit shall be required at a subsequent phase of development in order to establish a residential density of up to 4 units per acre within the Airport Critical Zone.

4) The ODP shall be valid for a period of 3 years from the date of approval.

INTRODUCED for FIRST READING and PUBLICATION this 7th day of February 2001.

PASSED on SECOND READING this \_\_\_ day of \_\_\_\_\_, 2001.

ATTEST:

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

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

