

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

WEDNESDAY, FEBRUARY 6, 2002, 7:30 P.M.

CALL TO ORDER Pledge of Allegiance

Invocation - Rev. Jim Hale, Spirit of Life Christian Fellowship

APPOINTMENTS

TO PUBLIC FINANCE CORPORATION

TO PLANNING COMMISSION BOARD OF APPEALS

TO VISITORS AND CONVENTION BUREAU BOARD OF DIRECTORS

PRESENTATION OF CERTIFICATE OF APPOINTMENT

TO PLANNING COMMISSION BOARD OF APPEALS AND 1ST ALTERNATE TO
THE PLANNING COMMISSION

TO THE RIVERVIEW TECHNOLOGY CORPORATION NEW DIRECTORS

CITIZEN COMMENTS

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

1. Minutes of Previous Meetings

[Attach 1](#)

Action: Approve the Summary of the January 14, 2002 Workshop, January 14, 2002 Special Meeting, the Minutes of the January 16, 2002 Regular Meeting and the Minutes from January 28, 2002 and January 30, 2002 Special Meetings

2. Setting a Hearing on the Appeal of the Planning Commission's Recommendation of Denial for the Rezoning Request for Midwest Commercial Subdivision, Located at 2295 Highway 6&50 [File #RZ-2001-227]

[Attach 2](#)

The petitioner is requesting approval to rezone approximately 35.8 acres, consisting of 25 platted lots from the General Industrial (I-2) zone district to the Light Industrial (I-1) zone district. The Planning Commission at their December 11, 2001 hearing recommended denial of the rezoning request to the City Council. The appeal will be heard at second reading of the ordinance.

Proposed Ordinance Zoning 35.8 Acres of Land Located at 2295 Highway 6 & 50

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for February 20, 2002

Staff presentation: Pat Cecil, Development Services Supervisor

3. Setting a Hearing on the Zoning for Webb Crane Annexation from County PC & AFT to City PD (Planned Development) Located at 761 23 ½ Road [File #ANX-2000-158] [Attach 3](#)

Request for approval of the zone of annexation for approximately 20 acres from County Planned Commercial (PC) and AFT (Agricultural Forestry Transitional) to City PD (Planned Development) zone district. The site was annexed on February 16, 2000.

Proposed Ordinance Zoning the Webb Crane Annexation Approximately 20 Acres of Land Located at 761 23 ½ Road

Action: Proposed Ordinance on First Reading and Set a Hearing for February 20, 2002

Staff presentation: Pat Cecil, Development Services Supervisor

4. Setting a Hearing on the Gunn Annexations #1 & #2 located at 2981 Gunnison Avenue [File #ANX-2002-014] [Attach 4](#)

Resolution for Referral of Petition to Annex/First reading of the Annexation ordinance/Exercising land use jurisdiction immediately for the Gunn Annexations located at 2981 Gunnison Avenue. The 0.688-acre Gunn Annexation consists of a serial annexation of one parcel of land.

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

Resolution No. 06-02 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control

*Action: Adopt Resolution No. 06-02

- b. Set a Hearing on Proposed Ordinances

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado

Gunn Annexation #1 approximately 0.344-acres located at 2981 Gunnison Avenue

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado Gunn Annexation #2 approximately .344-acres located at 2981 Gunnison Avenue

Action: Adopt Proposed Ordinances on First Reading and Set a Hearing for March 20, 2002

Staff presentation: Senta Costello, Associate Planner

- 5. Renaming Lakeridge Drive to Mariposa Drive [File #MSC-2002-022]
[Attach 5](#)

Request for approval of a resolution to rename the street Lakeridge Drive to Mariposa Drive.

Resolution No. 08-02 – A Resolution Renaming Lakeridge Drive, located in Ridges Filing Three, to Mariposa Drive

*Action: Adopt Resolution No. 08-02

Staff presentation: Ronnie Edwards, Associate Planner

- 6. Award of Construction Contract for Bookcliff Avenue Reconstruction Storm Drain and Irrigation Project [Attach 6](#)

Bids were received and opened on January 15, 2002 for the Bookcliff Avenue Utilities Project. The low bid was submitted by United Companies in the

amount of \$160,034.00. The Bookcliff Avenue Utilities construction project is the first phase in a two-phase project that will reconstruct Bookcliff Avenue between 9th Street and 12th Street. The first phase of the project will consist of the installation of approximately 1,100 feet of 12” PVC irrigation pipe and 900 feet of 24” storm sewer pipe.

The following bids were received for this project:

Contractor	From	Bid Amount
Neil’s Excavation Inc.	Ignacio, CO	\$231,706.30
Utilicon, Inc.	Carbondale , CO	\$299,497.60 *
Skyline Contracting, Inc.	Grand Jct., CO	\$187,546.70
RW Jones	Grand Jct., CO	\$234,404.30
MA Concrete Construction	Grand Jct., CO	\$229,649.80
United Companies	Grand Jct., CO	\$160,034.00
Engineers Estimate		\$185,825.00

* Corrected total bid based on unit prices.

Action: Authorize the City Manager to Execute a Contract for the Bookcliff Avenue Reconstruction Storm Drain and Irrigation Project to United Companies in the Amount of \$160,034

Staff presentation: Mark Relph, Public Works and Utilities Director

7. Exchange of Water Line Easements to Accommodate the Kannah Creek Flowline Replacement Project [Attach 7](#)

Elam Construction owns a large tract of vacant land adjacent to the City’s water treatment plant. The existing Kannah Creek Flowline (installed in 1911) and the Purdy Mesa Flowline (installed in 1955) both cross the Elam property.

The new Kannah Creek Flowline will be parallel with and closer in proximity to the Purdy Mesa Flowline. Elam has granted an easement, without compensation, that will provide adequate access for maintaining both Flowlines. In exchange for the newly dedicated easement, staff is proposing that the City release the existing water line easements by Quit Claim deed.

Resolution No. 09-02 – A Resolution Authorizing the Exchange of Waterline Easements with Elam Construction, Inc., to accommodate the Kannah Creek Flowline Replacement Project

*Action: Adopt Resolution No. 09-02

Staff presentation: Mark Relph, Public Works and Utilities Director

8. Award of Construction Contract for Kannah Creek Flowline Project [Attach 8](#)

Bids were received and opened on January 24, 2002, for Kannah Creek Flowline. The low bid was submitted by Claw Construction, Inc. in the amount of \$694,080.00. This project consists of the installation of 30,000 feet (5.7 miles) of 24" pipeline across Orchard Mesa from near the CDOT parking lot on Whitewater Hill to the water treatment plant. The line will replace the 20" cast iron line constructed in 1947. At that time, there were very few homes in Orchard Mesa. Since that time, many homes have been built in the immediate vicinity of the flow line. The line needs to be replaced once again in another location away from homes and other structures, which are jeopardized, every time the line breaks.

This contract is for the installation of the pipe only. Materials will be purchased separately by the City. Work is scheduled to begin on or about February 19. The contract documents allow 7 months for the construction, but Claw Construction anticipates completing the work in under 3 months.

The following bids were received for this project:

Contractor	<u>From</u>	Bid
Claw Construction	Wales,	\$694,080.
Downey Excavating	Montrose	\$716,358.
Mendez, Inc.	Grand	\$753,046.
R.W. Jones	Fruita	\$868,495.
High Country Pipeline	Penrose,	\$924,223.
M.A. Concrete	Grand	\$1,043,81
Skyline Contracting	Grand	\$1,088,14
Precision Excavating	Hayden	\$1,108,77
United Companies	Grand	\$1,163,88
Gould Construction	Glenwoo	\$1,875,77
Engineer's Estimate		\$1,061,71 5.00

Action: Authorize the City Manager to Execute a Contract for the Kannah Creek Flowline Project to Claw Construction in the Amount of \$694,080

Staff presentation: Trent Prall, Utilities Engineer

9. Award of Materials Contract for Kannah Creek Project
[Attach 9](#)

Bids were received and opened on January 29, 2002, for Kannah Creek Flowline Materials Contract. The materials were divided into two bid groups. The first bid group consisted of materials listed in Schedules 1 (Pipe), and 2 (Valves and Fittings). The second group consisted of materials in Schedule 3 (Concrete Vaults). Waterworks Sales/Hughes Supply Company was the responsive low bidder for both groups. This project consists of supplying materials for the replacement of the Kannah Creek Flow Line. The project entails supplying 30,000 feet (5.7 miles) of 24" pipe and other appurtenances.

This contract is for the supply of materials only. Labor to install the materials was bid out on January 24 and is proposed for award on February 6, 2002 to Claw Construction of Wales, Utah.

The following bids were received for Schedule 1 and 2:

Contractor	From	Bid Amount
Waterworks Sales	Grand Jct.,	\$
Grand Junction Pipe and Engineer's Estimate	Grand Jct.,	\$1,027,037.4 \$1,225,000.0 0

The following bids were received for Schedule 3:

Contractor	From	Bid Amount
Waterworks Sales	Grand Jct.,	\$16,820.96
Grand Junction Pipe and Engineer's Estimate	Grand Jct.,	\$24,529.49 \$25,000.00

Action: Authorizing the City Manager to Execute a Materials Supply Construction Contract for the Kannah Creek Flowline with Waterworks Sales/Hughes Supply Company for Both Bid Groups for Schedules 1,2 and 3, Total Bid Price of \$1,031,953.84

Staff presentation: Trent Prall, Utilities Engineer

10. Lease/Purchase Agreement for 635 White Avenue
[Attach 10](#)

The proposed action will authorize the lease and purchase of property located at 635 West White Avenue. The subject property is located immediately north of the Highway 340 Railroad Viaduct. Preliminary designs prepared for the *Riverside Bypass* indicate this property will eventually be required for right-of-way purposes. Although funding to acquire right-of-way for the Bypass is not programmed until 2003, the property is listed for sale and the owners have agreed to a lease/purchase arrangement that ensures the property will be available for future right-of-way uses. This is a good opportunity to acquire the property from willing sellers and thus avoid an eminent domain acquisition from new owners who could avail themselves to costly relocation benefits.

Resolution No. 10-02 – Authorizing the Lease and Purchase by the City of Certain Real Property owned by Robert W. Kemp and Asenath I. Kemp Located at 635 West White Avenue

*Action: Adopt Resolution No. 10-02

Staff presentation: Mark Relph, Public Works and Utilities Director

11. **Combined Sewer Elimination/Water Line Replacement Project Design Services**
[Attach 11](#)

This work will develop final plans for the \$8.3 million Combined Sewer Elimination Project as well as \$3.5 million Water Line Replacements. Sear-Brown will be hired to develop detailed plans for the Combined Sewer Elimination Project as well as the \$3.5 million Water Line Replacements. Sear-Brown's team also includes Rolland Engineering and local geotechnical firm and construction management. Local firms will be responsible for approximately 40% of the work product.

Action: *Authorize the City Manager to Execute a Contract for the Combined Sewer Elimination/Water Line Replacement Project for Design Services to Sear-Brown of Golden, Colorado in the Amount of \$1,397,689*

Staff presentation: Trent Prall, Utilities Engineer

12. Award of Contract for the Steam Plant Demolition Project
12

[Attach](#)

Four bids for the project were received and opened January 22, 2002, with the low bid submitted by Palisade Constructors, Inc. Bids were submitted for two options: Option 1 was for removal of the structure(s) to a maximum of 2' above the basement floor level, and Option 2 was for complete removal of the structure and basement except for the north and south basement walls. The project will provide for demolition of the combined structure of the old Steam Plant and Ice Plant at the southeast corner of 5th St. and South Ave. The bid amount includes removal of all asbestos containing materials.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Option 1</u>
<u>Option 2</u>		
Palisade Constructors, Inc. Palisade, Co		\$213,445
\$277,419		
M.A. Concrete Construction Grand Jct., Co.		\$226,800
\$289,580		
R.W. Jones Construction, Inc. Fruita, Co.		\$312,300
\$442,700		
Skyline Contracting, Inc. Grand Jct., Co.		\$587,685
\$715,170		

Action: Authorize the City Manager to Execute a Contract for the Demolition of the Steam Plant to Palisade Constructors, Inc. in the Amount of \$277,419

Staff presentation: Tim Moore, Public Works Manager

Colorado Department of Transportation (CDOT) Maintenance Contract

[Attach 13](#)

The current maintenance contract with CDOT has been in effect since 1991. This contract updates the costs and adds additional lane miles and responsibilities to the existing contract. This contract is one of two that will be brought before City Council. The last contract negotiated with CDOT was signed in July, 1991. The City of Grand Junction has contracted with CDOT for decades for maintenance of state highways within the city limits. Since 1991, city limits have changed due to

annexations and this has added miles of state highways within those limits. Activities covered under this contract include removal of snow and plowing, application of deicing products, minor pot hole patching and repair and replacement of signs and sign posts.

Resolution No. 11-02 – A Resolution Authorizing an Agreement between the City of Grand Junction and the Colorado Department of Transportation for the City to Perform Maintenance Services on State Highways

*Action: Adopt Resolution No. 11-02

Staff presentation: Tim Moore, Public Works Manager

14. Line Officer Grant – Colorado Regional Community Policing Institute

[Attach 14](#)

The Police Department is seeking approval to submit for two line-officer grants in the amount of \$2,000 each. These grants are federal dollars as administered by the Colorado Regional Community Policing Institute (CRCPI).

The first grant would provide funding to hire a professional mediator who would work in concert with the Police Department to develop a community mediation process. This process will solicit trained mediators to assist the police department in settling on-going neighborhood disputes between residents.

The second grant is for a pilot project where the City would purchase an additional hand-held radar unit. Volunteers from the Seniors and Law Enforcement Together (SALT) group will be trained to take the radar into areas of speeding complaints to monitor traffic and to record license plate numbers from speeding motorists. The registered owner of the vehicle will then be contacted by mail and advised of the violation and asked to adhere more closely to the traffic laws.

Action: Request Council to Authorize the Police Department to Submit for these Grant Funds

Staff presentation: Robert Knight, Police Lieutenant

15. Purchase of Toro Groundsmaster 455 D Replacement Mowers [Attach 15](#)

This purchase is being made to replace unit #1367 Wide Area Mower and add one additional unit to the Parks fleet.

Action: Authorize the City Purchasing Manager to Purchase two Toro Wide Area Mowers from L.L. Johnson Distributing Company for the amount of \$71,780, less \$1500 trade in for one used unit. total net cost F.O.B. Grand Junction, Colorado of \$70,280

Staff presentation: Ron Watkins, Purchasing Manager
Chuck Leyden, Fleet & Facilities Manager

16. Purchase of Five Yard Dump Truck

[Attach 16](#)

This purchase is to replace two single axle, 5-yard dump units #1270 and #1082 1990 GMC Dump Trucks.

Action: Authorize the City Purchasing Manager to Purchase one 2002 Mack Tandem Axle Dump Truck for the Net Bid Amount of \$67,872.00, F.O.B. Grand Junction, Colorado.

Staff presentation: Ron Watkins, Purchasing Manager
Chuck Leyden, Fleet & Facilities Manager

17. Purchase of 2002 E450 Life Line Superliner Ambulance

[17](#)

[Attach](#)

This purchase is to replace unit #2038, 1993 Ford Rescue Unit.

Action: Authorize the City Purchasing Manager to Purchase One 2002 Lifeline Superliner Ambulance on Ford F-450 chassis for the bid amount of \$95,947.00 F.O.B. Grand Junction, Colorado.

Staff presentation: Ron Watkins, Purchasing Manager
Chuck Leyden, Fleet & Facilities Manager

* * * END OF CONSENT CALENDAR * * *

*** ITEMS NEEDING INDIVIDUAL CONSIDERATION ***

18. Setting a Hearing on the Ordinance Setting the Salary of the City Manager

[Attach 18](#)

Article VII, Section 57 of the Charter states the City Manager's salary is to be fixed by the council by ordinance. Based on the market survey comparing similar communities, the City Council has determined the 2002 salary for the Grand Junction City Manager.

An Ordinance Amending Ordinance 3387, Section 3, Setting the Salary of the City Manager

Action: Adopt Proposed Ordinance for First Reading and Set a Hearing for February 20, 2002

Presentation: City Council

19. [Public Hearing – The Pines Subdivision](#) [File #RZP-2001-225] [Attach 19](#)

Approval of a rezoning application to change the zoning of the project site from the RSF-1 (Residential Single Family-1 dwelling unit per acre) to the RSF-2 (Residential Single Family-2 dwelling units per acre) in conjunction with a 10 lot subdivision of approximately 5.07 acres.

Ordinance No. 3397 – An Ordinance Zoning the Pine Subdivision, 5.07 acres of Land Located at 2645 F ½ Road

*Action: Adopt Ordinance No. 3397 on Second Reading

Staff presentation: Pat Cecil, Development Services Supervisor

20. Public Hearing – Amending the Zoning and Development Code, Adding Sections 4.1.1.2.c and 4.3.D, Salvage Yards, Recyclers and Impound Lots [File# TAC-2001- 203]

[Attach 20](#)

On December 19th the City Council approved Ordinance 3390, the Revised Zoning and Development Code, but asked that section 4.3.D and 4.1.1.2.c

pertaining to new and existing salvage yards, recyclers and impound lots be brought back for further discussion.

Ordinance No. 3398 – An Ordinance Amending the Zoning and Development Code, Adding Sections 4.1.1.2.c and 4.3.D, Salvage Yards, Recyclers and Impound Lots

*Action: Adopt Ordinance No. 3398 on Second Reading

Staff presentation: Kathy Portner, Planning Manager

21. Mesa County Public Library District, Central Library Master Plan, Located at 530 Grand Avenue [File #PLN-2001-243] [Attach 21](#)

Mesa County Public Library District has proposed a new master plan for the Central Library which allows for the replacement and expansion of the existing Library facility. The new Library will be approximately 70,000 square feet. An additional 30,000 square feet will be allotted for expansion by the years 2025 to 2030. The architects will attempt to design the new library to allow the library to remain in the existing building during construction, but this is only a secondary objective. The Library District does not want to sacrifice the plan nor the aesthetics of the new building just to avoid relocation. If approved, an application to vacate Ouray Avenue in the 500 block, a Conditional Use Permit for the use and a Simple Subdivision for consolidation of the lot should be forthcoming.

Resolution No. 12-02 – A Resolution Approving the Master Plan for Mesa County Public Library District Central Library, Located at 530 Grand Avenue

*Action: Adopt Resolution No. 12-02

Staff presentation: Lori V. Bowers, Associate Planner

- 22.*** **Approving I-70B Access Management Study Contract** [Attach 22](#)

This contract is for a total of \$96,000. Of this amount, two developers along I-70B (Grand Mesa and Rim Rock) have already contributed \$10,000 each. The City will provide \$35,000 to fund this work. CDOT will pay \$41,000. This study will recommend means and methods of controlling access along this corridor to optimize traffic capacity in that area.

Action: Authorize the City Manager to Execute a Contract for the I-70B Access Management Study

Staff presentation: Mark Relph, Public Works and Utilities Director

23.*** Funding for Hilltop's Senior Enrichment Center

[Attach](#)

[23](#)

Last year Hilltop Community Resources, Inc. submitted a letter to the City Council requesting that the City help fund the Senior Enrichment Center they plan to build. They requested a commitment from the City to contribute \$250,000 per year for ten years.

Action: Authorize Allocation of \$100,000 from its 2002 budget and \$100,000 from its 2003 budget to the Senior Enrichment Center to be built by Hilltop Community Resources, Inc. and that the City work with Hilltop to explore benefits that can be offered to Grand Junction residents

Staff presentation: Kelly Arnold, City Manager

24. NON-SCHEDULED CITIZENS & VISITORS

25. OTHER BUSINESS

26.*** **EXECUTIVE SESSION** - For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators relative to amending existing contracts, under C.R.S. section 24-6-402(4)(e)

27. ADJOURNMENT

Attach 1
Minutes

GRAND JUNCTION

CITY COUNCIL WORKSHOP

January 14, 2002

The City Council of the City of Grand Junction, Colorado, met on Monday, January 14, 2002 at 7:05 p.m. in the City Auditorium to discuss workshop items. Those present were Harry Butler, Dennis Kirtland, Bill McCurry, Jim Spehar, Janet Terry, Reford Theobald and President of the Council Cindy Enos-Martinez.

Summaries and action on the following topics:

1. **MESA COUNTY TOBACCO EDUCATION COUNCIL:** Representatives (Dr. Patrick Moran, Dr. Mike Parmenko and John Redifer) updated City Council regarding their education efforts and the youth tobacco ordinance. Dr. Parmenko reviewed the benefits of the ordinance and praised the committee organization that was in place in order for this community to receive some of the funds that were disbursed through the Attorney General's office from the tobacco companies.

Mr. Redifer discussed with Council the various ways the Tobacco Education Council is trying to quantify the effect of the ordinance.

Action Summary: Councilmembers inquired if prior survey data could then be broken down into specifics or to at least keep that separate in future surveys to produce quantifiable results.

The Council moved into the Community Development Conference Room for the remainder of the meeting.

2. **JOINT WORK SESSION WITH THE PLANNING COMMISSION:** City Council and Planning Commission met to review roles and responsibilities and discuss significant 2002 projects. All Council was present for the discussion except for Councilmember Janet Terry and all Planning Commission members were there except for first alternate Bill Pitts.

Action Summary: Councilmembers emphasized the importance of the Growth Plan and the sets of rules constructed to go by, i.e., the Zoning and Development Code, and that both were developed with lots of public input. Planning Commissioners were praised and thanked for their willingness to serve. Newly appointed and reappointed members were presented their certificates: Terri Binder, William Putnam, John Redifer, and Roland Cole. Update of the Growth Plan and development of an Infill/Redevelopment Policy were the main priorities for 2002.

3. **COUNCIL TABOR SUBCOMMITTEE UPDATE:** The subcommittee updated the rest of City Council on their work on this project thus far.

Councilmember Kirtland and Spehar summarized their Committee discussions. One main point was that there would be no plan to go back to the voters but rather the City would make plans to live within the TABOR limitations. If funds were not available for projects then the need would become evident by itself.

The Committee presented a Public Statement they had crafted and asked for input. Some minor changes were suggested by Council and staff. The Committee had identified certain groups they would like to target to present the issues and the public statement to.

1. The distribution of the current refund, \$245,084 collected in 2000, was discussed. 55% of the refund will go to commercial property owners with the rest going to residential. That equates to property owners with a \$75,000 house receiving \$3.82, those with \$300,000 homes receiving \$15. With the property tax bills going out that week, it was decided that an ad would be placed in the Daily Sentinel breaking out the refund distribution.

Lastly, other refund options were discussed briefly. The rest of Council supported the efforts of the Committee so far and authorized the initial meetings with the target groups.

ADJOURNED at 9:55 p.m.

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE SPECIAL MEETING

January 14, 2002

The City Council of the City of Grand Junction, Colorado, convened into special session the 14th day of January, 2002, at 11:40 a.m. in the Administration Conference Room, 2nd floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Harry Butler, Dennis Kirtland, Jim Spehar, Janet Terry, Reford Theobald, and President of the Council Cindy Enos-Martinez. Councilmember Bill McCurry was absent. Also present were City Clerk Stephanie Tuin and City Attorney Dan Wilson.

Council President Enos-Martinez called the meeting to order.

Councilmember Kirtland moved to go into executive session for discussion of a personnel matter under C.R.S. 24-6-402(4)(f)(i) specifically the discussion will be the evaluation of the City Attorney. Councilmember Terry seconded. The City Council convened into executive session at 11:40 a.m.

Stephanie Tuin, CMC
City Clerk

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING

JANUARY 16, 2002

The City Council of the City of Grand Junction convened into regular session the 16th day of January, 2002 at 7:34 p.m. in the City Auditorium. Those present were Harry Butler, Reford Theobold, Dennis Kirtland, Bill McCurry, Janet Terry, Jim Spehar and President of the Council Cindy Enos-Martinez. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson and City Clerk Stephanie Tuin.

Council President Enos-Martinez called the meeting to order and Councilmember Kirtland led in the pledge of allegiance. The audience remained standing for the invocation by Miriam Greenwald, Lay Leader, Jewish Community Congregation Ohr Shalom.

PRESENTATIONS

Presentation of the Mayor's Cup for the Mayor's Skijoring Challenge of 2002

Kristin Winn, Public Communications Coordinator, participated in the event for Mayor Enos-Martinez. She won first place and presented the Mayor with the traveling trophy. Seven Mayors participated and Ms. Winn showed the Council a short film of the event.

PRESCHEDED CITIZENS AND VISITORS

National Parks Superintendent Palma Wilson and Greg Gnesios with the Bureau of Land Management will Update Council on Upcoming Planning Efforts and Public Meetings

Ms. Wilson and Mr. Gnesios explained the process being embarked upon for partnering in the development of a new master plan for both the wilderness area and the Colorado National Monument.

CONSENT CALENDAR

The Mayor announced the item relative to salvage yards and recyclers has been moved to Consent and will be setting a public hearing for February 6th.

It was moved by Councilmember Theobold, seconded by Councilmember McCurry and carried to approve the Consent Calendar items # 1 through 10.

1. Minutes of Previous Meetings

Action: Approve the Minutes of the January 2, 2002 Regular Meeting and the January 7 and January 9, 2002 Special Meetings

2. Setting a Hearing on Rezoning The Pines Located at 2645 F ½ Road

Approval of a rezoning application to change the zoning of the project site from the RSF-1 (Residential Single Family-1 dwelling unit per acre) to RSF-2 (Residential Single Family-2 dwelling units per acre) in conjunction with a 10 lot subdivision of approximately 5.07 acres

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for February 6, 2002

3. Animal Control Agreement with Mesa County

An 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 percentage of total calls for service. The City's share of the budget for 2002 is 40.3% or \$181,067. Payments are made to the County on a quarterly basis.

Action: Authorize the Mayor to Sign the 2002 Agreement for Animal Control Services with Mesa County in the Amount of \$181,067.00

4. Award of Construction Contract for the Redlands Village South Sewer Improvement District Project

This contract would construct over 10,000 feet of sanitary sewer within the existing Redlands Village South subdivision located northwest of the intersection of the Redlands Parkway and Highway 340. The owners of real estate located in the vicinity northwest of the intersection of Highway 340 and the Redlands Parkway, and south of Willow Wood Road, have petitioned the Mesa County Board of County Commissioners to create an improvement district for the installation of sanitary sewer facilities. The BOCC will legally form the sewer improvement district on January 17, 2002 based on bids received. Bids were received and opened on October 2, 2001 for Redlands Village South Sewer Improvement District.

The following bids were received for this project:

Contractor	From	Bid
Sorter Construction	Grand	\$662,936
MA Concrete Construction	Grand	\$672,579
RW Jones Construction	Fruita,	\$674,979
Spallone Construction	Gunnison	\$772,693
Skyline Construction	Grand	\$778,623
	Jct.	.50
Mendez Construction	Grand	\$879,674
	Jct.	.00
<hr/>		
Engineer's Estimate		\$777,896

.00

Action: Authorize the City Manager to Execute a Contract for the Redlands Village South Project to Sorter Construction in the Amount of \$662,936 Contingent on the Creation of the District by Mesa County

5. Award of Construction Contract for Redlands Village Northwest Sewer Improvement District and Appropriate Money for Sewer Extension to Panorama Lift Station

1). This contract would construct over 18,000 feet of sanitary sewer within the existing Redlands Village North subdivision located northwest of the intersection of the Redlands Parkway and Highway 340. 2.) Appropriate \$136,909 to construct 2600-foot sewer extension between Panorama Lift Station #2 and a revised Redlands Village North lift station location.

The following bids that were deemed responsible and responsive were received for this project:

Contractor	From	Bid
Sorter Construction	Grand	\$1,022,5
MA Concrete Construction	Grand	\$1,108,7
Precision Excavating	Hayden,	\$1,157,4
Downey Excavating	Montros	\$1,191,6
Skyline Construction	Grand	\$1,338,5
	Jct.	27.65
Engineer's Estimate		\$1,239,2
		40.00

Action: Authorize City Manager to Execute a Contract for the Redlands Village Northwest Project to Sorter Construction in an Amount of 1,022,568.00 contingent on the creation of the District by Mesa County and Approve the Appropriation of \$136,909 to construction sewer line to eliminate Panorama Lift Station #2

6. Renewal of Grant Application for the Colorado Department of Health and Environment Water Quality Control Division for Stormwater Public Information and Education

Approval to submit a 319 Grant Application to the Colorado Department of Health and Environment, Water Quality Control Division, for funding of \$10,000 stormwater public information and education campaign that would begin in September 2002. Applications are due January 31, 2002. This grant is to essentially "re-run" the Grand Valley Non-point Source Pollution Prevention (P2)

Education Program that was previously developed under Colorado Department of Public Health and Environment. Mesa County Health Department administered the 1999 grant. This year however, the City is applying for a different funding source.

Action: Authorize the City Manager to Execute a Grant Application for Colorado Department of Health and Environment Water Quality Control Division

7. Award of Construction Contract for Independent Avenue Utility Improvements Phase 1A

Bids were received and opened on January 8, 2002 for Independent Avenue Utility Improvements Phase IA. M. A. Concrete Construction submitted the apparent low bid in the amount of \$197,108.61. This work is between 25 1/2 Road and First Street on Independent Avenue. This work must be done in preparation for the street reconstruction scheduled for the spring of 2002.

The following bid was received for this project:

Contractor	From	Bid
M. A. Concrete Construction	Grand	\$197,108
Engineer's Estimate		\$200,034 .61

Action: Authorize the City Manager to Execute a Contract for Independent Avenue Phase 1A – Utilities to MA Concrete Construction in the Amount of \$197,108.61

8. Contract for a Digital Ortho-Photography Project (Aerial Photos)

This is a cooperative project between the City of Grand Junction and Mesa County, for the purpose of obtaining digital ortho-photography in the Grand Valley. The project was bid and is administered by Mesa County. The total project cost is \$547,084.00 of which the City's share is \$110,000.00.

Action: Authorize the City Manager to Approve a Contract for Aerial Photos, the City's Portion to be \$110,000

9. Purchase of Street Sweeper

The Street Sweeping Division has scheduled the replacement of Unit #2294 street sweeper. As per the Purchasing Policy Manual, this purchase will be facilitated by use of a State of Colorado Department of Transportation Contract.

Action: Authorize the City Purchasing Manager to Procure One Elgin Pelican P Street Sweeper from Faris Machinery Company, in the Amount of \$95,675

10. Setting a Public Hearing on Amending the Zoning and Development Code, Section 4.3.D. and 4.1.I.2.c Pertaining to Salvage Yards, Recyclers and Impound Lots

On December 19, 2001, the City Council approved Ordinance No. 3390, the Revised Zoning and Development Code, but asked that Section 4.3.D. and 4.1.I.2.c, pertaining to new and existing Salvage Yards, Recyclers and Impound Lots, be brought back for further discussion.

Proposed Ordinance Amending Ordinance 3390, adding Sections 4.1.I.2.c and 4.3.D to the Zoning and Development Code

Action: Adopt Ordinance on First Reading and Set Hearing for February 6, 2002

* * * ITEMS NEEDING INDIVIDUAL CONSIDERATION * * *

Public Hearing - Approval of a Growth Plan Consistency Review and Rezoning Ordinance for Riverside Market Located at 215 Chuluota Avenue

The Mayor excused herself from the room, as this is her property. Mayor Pro Tem Terry presided over the meeting.

APPLICANT HAS REQUESTED A CONTINUANCE - Request for Approval of: 1) Growth Plan Consistency Review for a neighborhood grocery market; and 2) Second Reading of the Rezoning Ordinance to Rezone 215 Chuluota Avenue from Residential Multi-Family-8 (RMF-8) zone district, to Planned Development (PD) with the Neighborhood Business (B-1) zone as the underlying default zone.

The public hearing was opened at 7:49 p.m.

Mike Joyce, Development Concepts, 2764 Compass Drive, explained the reason for the request for continuance. The costs associated with bringing the property up to Code needs to be reviewed by the owner before going forward. Ms. Enos-Martinez asked for a thirty-day continuance in her written request.

Mayor Pro Tem Terry asked for public comments on the continuance and there were none.

The public hearing closed at 7:50

Upon motion by Councilmember Butler, seconded by Councilmember Kirtland and carried by a roll call vote, it was moved to approve a continuance for thirty days.

Public Hearing - Annexation of Cimarron Mesa Annexation, Located at the Southwest Corner of Linden Avenue and B ½ Road

Mayor Enos-Martinez returned to the meeting and took over as presiding officer.

Accepting the petition to annex/second reading of the annexation ordinance for the Cimarron Mesa Annexation located at the intersection (southwest corner) of Linden Avenue and B ½ Road. The 32.567 acre Cimarron Mesa Annexation consists of one parcel of land.

a. Accepting Petition

Resolution No. 07-02 – A Resolution accepting petitions for annexation, making certain findings, determining that property known as Cimarron Mesa Annexation is eligible for annexation located at the southwest corner of Linden Avenue and B ½ Road

b. Annexation Ordinance

Ordinance No. 3396 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Cimarron Mesa Annexation, approximately 32.567 Acres, located at the southwest corner of Linden Avenue and B ½ Road

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

Bill Nebeker, Senior Planner, reviewed this item.

Councilmember Terry inquired as to the notices that were sent out to the property owners as well as to the County. Mr. Nebeker confirmed that notices had been sent out.

There were no public comments.

The public hearing closed at 7:56 p. m.

Ordinance No. 3396 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Cimarron Mesa Annexation, approximately 32.567 acres, located at the Southwest corner of Linden Avenue and B ½ Road

Upon motion by Councilmember Terry, seconded by Councilmember Spehar and carried by a roll call vote, Resolution No. 07-02 was adopted and Ordinance No. 3396 was adopted on second reading and ordered published.

Revocable Permit for Fences at 3025 Milburn Drive

The petitioner is requesting approval and issuance of a revocable permit for a 6' solid wood privacy fence constructed within the City right-of-way for Monarch Way and a 30" split rail fence constructed within the City right-of-way for Milburn Drive.

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

Ronnie Edwards, Associate Planner, reviewed this item including showing pictures of the fence and the surrounding area.

Scott Bialkowski, 3025 Milburn Drive, addressed the Council and gave them the history of the fences. His main argument was that there were 38 other houses in his area that were in violation. He also noted that there are many around town that encroach up on the sidewalk. He said that Greg Scott, transportation engineer, stated in a memo that the split rail fence is not a problem. He said they should be able to keep the privacy fence too. The plantings have already established a root system.

Mayor Enos-Martinez asked who the subdivider was. Steve Lee, Lee Homes, was Mr. Bialkowski's answer.

Councilmember Terry asked if it is the abutment to the sidewalk or the right-of-way issue that is of concern.

Bob Blanchard, Community Development Director, stated that Code Enforcement does use line of sight when they go out on a complaint. In other words, if they see another violation, they will follow up on it too.

Councilmember Kirtland asked why the applicants were allowed to apply for permit if they were in violation. Ms. Edwards said a summons was issued and requesting a revocable permit is an option.

Councilmember Terry asked if the applicant has the option to move the fences. Ms. Edwards stated yes.

Councilmember Theobald stated that the other fences in violation are not the issue, landscaping is not the issue, the issue is this clearly violates the Code.

Maintenance issues, access and sight issues are critical, and everyone else that was in violation has already complied. It would be unfair to let this one go.

Resolution No. 08-02 – A Resolution Concerning the Issuance of a Revocable Permit to Scott C. Bialkowski and Michelle R. Bialkowski

Upon motion by Councilmember Theobold, seconded by Councilmember Spehar and carried by roll call vote, Resolution No. 08-02 failed with the following results:

NO: Terry, Butler, Theobold, Kirtland, McCurry, Spehar, Enos-Martinez

YES: None

Revocable Permit for Locating Bus Benches

Issuance of a Revocable Permit to allow the petitioner to install Transit Bus Benches along the adopted GVT Routes in City right-of-way. This application is for approximately 64 benches along the GVT Bus Routes within the City. These benches all may contain advertising.

The public hearing was opened at 8:19 p.m.

Lori Bowers, Associate Planner, reviewed this item and explained the process necessary to insure that the benches are in the public right-of-way.

Councilmember Theobold asked how many benches are currently installed.

Ms. Bowers stated about 100 which some may be in the areas outside the city limits.

Councilmember Terry wanted clarification on what the Council is being asked to do. Ms Bowers stated that they are requesting the Council allow the resolution for a revocable permit to further determine the exact location for the approximately 64 benches.

City Attorney Wilson stated within the resolution the Staff will precisely identify the location and bench number of each bench. Councilmember Terry asked if the Council could limit it to no more than 64 benches. City Attorney Wilson said the correct statement would be “not to exceed”.

Councilmember Theobold is uncomfortable with the vagueness of the application.

Ms. Bowers stated the City Manager would ensure that locations will be reviewed and any additional benches will be removed. A bench must be located within 20 feet of a designated stop.

Councilmember Theobald asked if the permit includes a requirement for materials of which the benches would be made. Ms. Bowers stated there is no requirement for materials, nor an anchoring requirement. Councilmember Theobald expressed concerns that if there are no anchoring or materials requirements and lighter weight benches are placed, there might be problems. Ms. Bowers agreed that if that were what the applicant chooses to do, it would be an issue. City Attorney Wilson stated that the City could specify materials or require anchoring or both.

Councilmember Terry asked about the traffic circulation and if Staff could address this.

Mark Relph, Public Works Director, stated Jody Kliska, Transportation Engineer and her counterpart at the County, looked at bus stops and those locations relative to circulation. Buses do stop on arterials in the traffic lane. Equipping buses with light bars has been talked about and adopted in the policy.

City Attorney Wilson identified the issues: 1) ADA compliance, 2) examination of all sites, 3) construction deadlines on benches and shelters (the applicant has not accepted terms of last permit relative to the shelters), 4) advertising vs. no advertising (determine a ratio). Mr. Wilson noted CDOT would issue the permit for North Avenue.

Gary Young, President of Outdoor Promotions, said there are 64 bus stops, but not all have benches yet. The current permit is for 64 but there may be more if routes are changed. Mr. Young stated that he couldn't sign the other permit with the current language in the permit. It states that it can be canceled at any time for any reason yet the installation of the shelters and benches are a significant investment, \$8,000 to \$10,000.

Mayor Enos-Martinez asked how many bus benches total within the City and County. Mr. Young said 110. Mayor Enos-Martinez asked how many in city limits. Mr. Young said 81, but he is only asking for a permit for 64.

Councilmember Theobald asked if all of these would have advertising. Mr. Young said yes. Councilmember Theobald asked if all the benches in commercial areas, which would allow advertising, are permanently fixed yet those in residential areas where no advertising is allowed are tenuous at this point. Mr. Young replied that it is still being evaluated.

Councilmember Terry asked if he is asking the City to revise the language in the revocable permit? Specifically Mr. Young stated that the permit is for the placement of 64 benches. He also asked for a similar time frame like he has with the County contract, that is, ten years with 2 five-year renewals.

Councilmember Spehar asked the City Attorney how that might be addressed. City Attorney Wilson said the Council cannot set a term within the revocable permit due to a Charter limitation so he suggested a separate agreement whereby some dollar value would be paid for each bench or shelter to be moved if the permit was revoked.

Councilmember Terry asked if the County included a similar compensation clause in their agreement relative to the issue of the removal of the benches. Mr. Wilson replied that he believes it is silent in that regard.

Mr. Young stated that there is language, not if the route changes, the company would be responsible for the movement of the bench or shelter, but if the County would move a stop or remove one altogether, Outdoor Promotions would be compensated.

Councilmember Kirtland inquired if this Charter provision is unique? The City Attorney said it is not unique but rare.

Councilmember Spehar suggested that if the City terminated the contract without cause then the City could be liable for compensation to Outdoor Promotions.

Councilmember Theobald asked what other cities Outdoor Promotions has contracts with in Colorado. Mr. Young said Fort Collins, Loveland, Denver suburbs, Wheatridge, Cheyenne; two cities have non-advertised benches or shelters, they are paid no revenue. One contract has a ratio of advertising and non-advertised, which is Wheatridge.

Tom Fisher the new MPO director addressed the Council. Councilmember Theobald asked Mr. Fisher how many bus stops there are. Mr. Fisher did not know, he is currently trying to ascertain this information from his staff.

Councilmember Theobald indicated that Mr. Young said the stops in the commercial areas are fixed, the residential ones are not. Mr. Fisher indicated this is not entirely accurate. Councilmember Theobald inquired if the obligation to provide revenue to the contractor changes the stops, that is, is the first priority to provide revenue to Outdoor Promotions? Mr. Fisher responded that GVT's objective is to provide the service. The benches are part of that service and GVT

wants to ensure that the revenue piece works for Outdoor Promotion so that the benches will be provided.

Councilmember Theobold inquired if GVT's budget has been prepared based on the anticipated revenue from Outdoor Promotions. Mr. Fisher said that it has in the past but he is attempting to remedy that.

Councilmember Kirtland asked for clarification on a previous statement that if a bench was not to be placed at a stop in a residential area (because no advertising would be allowed) then the bus stop would then be removed as he did not think that to be the case. Mr. Fisher confirmed that the two are not tied together, stops are not dependent on benches however the reverse is true, benches are dependent on stops.

Gary Young, Outdoor Promotions, addressed the Council on his perspective. He stated that he entered into the contract with the County based on the assumption that the contract gave him authority to place benches and shelters in the City of Grand Junction. He acknowledged that was a misunderstanding and was not correct. He continued that this presentation was made at the Transportation Steering Committee which had two City Councilmembers seated on the committee. Those two are no longer Councilmembers. The contract was entered into in good faith but now that no advertising is desired in residential areas within the city limits that is a significant investment to make to provide benches and shelters in residential areas.

Councilmember Theobold stated that he was at that presentation, although not officially on the Steering Committee and the issue as to whether the County had authority to issue permits for its jurisdiction as well as for three other cities is incorrect, that issue was not discussed. It is presumptuous to believe that the County could do that, particularly with Mr. Young's experience with other entities.

City Attorney Wilson said he has reviewed the agreement that the contractor will comply with all local regulations and there is no language in the contract that says there will be advertising on all shelters and benches. So the County is in compliance with the contract, there is no breach.

Councilmember Spehar said his interest is to have sufficient benches and shelters placed, including some non-advertising benches in residential areas. He would agree to receive, in lieu of the cash, the non-advertising benches. Mr. Young asked if he has a ratio in mind. Councilmember Spehar suggested about 20 non-advertising benches.

Councilmember Theobold asked what the cost of just the concrete pad. Mr. Young answered \$400 to \$500.

City Manager Kelly Arnold suggested that all the benches be moved and start over with negotiations. He feels there are too many issues being raised to craft an agreement at this point. City Manager Arnold asked Mr. Young to move the benches and expeditiously get back to work with Staff as to what type of benches, anchoring, pads, and percentages to GVT.

Councilmember Spehar stated the downfall of this would be to remove the amenity in the community and he is reluctant to do that without some attempt to try and move that forward.

Mayor Enos-Martinez wanted to keep in mind the shortfall in GVT's budget, which will be blamed on the City. Councilmember Spehar believed that Outdoor Promotions has been given conditions and direction. Councilmember Theobold suggested the City to put out a bid on its own, keep the advertising and non-advertising areas straight and provide the excess revenue to GVT from City benches.

It was decided that the City Manager and the City Attorney would work with Mr. Young and his attorney to work something through. Details will be addressed in the agreement, based on what has been discussed in the last two meetings.

Resolution No. 09-02 - A Resolution Concerning the Issuance of a Revocable Permit to Outdoor Promotions, Inc.

Upon motion by Councilmember Kirtland, seconded by Councilmember Terry moved to defer taking action and ask the Staff and Outdoor Promotions along with GVT and the County to put together an agreement that puts together the issues talked about, non- advertising benches, terms, potential ratio, ADA compliance, construction material, timelines, methods of establishing and depreciating the value. Motion carried with Councilmember Spehar voting NO. Councilmember Spehar wanted to make sure his requests in his email to City Manager Arnold would be discussed.

Mayor Enos-Martinez called for a recess at 9:35 p.m. Council meeting resumed at 9:41 p.m. with all Councilmembers present.

Public Hearing - Appeal of the Denial of a Growth Plan Amendment for Bank of Grand Junction

The public hearing was opened at 9:41 p.m.

APPLICANT HAS REQUESTED A CONTINUANCE - The Bank of Grand Junction proposes to amend the Growth Plan Future Land Use Map from residential medium to commercial on two parcels at the northwest corner of F Road and 27 ½ Road. At its hearing of September 18, 2001 the Planning Commission recommended denial of the amendment. Over-turning the Commission's recommendation requires an affirmative vote of five members of the Council in accordance with Section 2.17.E.3.

Larry Beckner, representing the Bank of Grand Junction, stated that since all representatives are here, they will proceed with the appeal and removed the request for a continuance.

Bill Nebeker, Senior Planner, reviewed this item along with the criteria for a Growth Plan Amendment. He located the request on a map and described the surrounding uses and zones. The request is to change the land use designation from residential medium to commercial.

Staff's opinion on the Amendment criteria:

No error - projects and trends were accounted for

Subsequent events that invalidate the original premises and findings, no the new developments were in accordance with the 1996 Growth Plan

Character & condition of the immediate area has changed – no it hasn't

Requested change is consistent with the goals and policies of the plan – no it isn't

Public and community facilities are adequate - Staff feels they are

No other suitable sites for such commercial development – there are several sites available already zoned commercial

Benefits to be derived – other developments could do the same

The final Staff conclusion is that the applicant failed to show it meets the criteria and both Staff and Planning Commission recommend denial of the Growth Plan Amendment request.

Larry Beckner, representing the Bank of Grand Junction, gave history as they have been working on this a long time, even prior to adoption of Growth Plan. They were told to come back for an amendment. Once the procedure was adopted which was about 1½ years ago, the seven criteria for the Growth Plan Amendment were developed. They are very hard to meet. The applicants have been working with Staff for about 4 years on this request.

Rob Katzenson, Landesign, reviewed the request on behalf of the Bank of Grand Junction. The applicant believes they have addressed and satisfied all the criteria for a Growth Plan Amendment. Significantly, it meets the policy to develop an infill property.

The applicants opinion on the criteria:
Error – oversight in the master planning stage
Subsequent events – development has created a need for close-at-hand services
Character and condition changed – noise and traffic interfere with any residential development in the future on that parcel
Change is consistent with goals and policies and have listed 4-5 pages with documentation
Public and community facilities adequate – they are
Suitable other lands – five other, market analyses by the bank, this site was deemed best
Benefits – many

The Mayor asked for public comment.

Bob Johnson, 506 Huron Drive, president of Bank of Grand Junction, said he had many customers that wanted to testify and given letters of support. Commercial land availability along Patterson Road is limited and this is the parcel that the bank owns. The Spring Valley HOA voted in favor of this project. Only one person at the Planning Commission meeting voiced opposition against the project.

Councilmember Terry stated Spring Valley HOA letter indicates a neutral position. Mr. Johnson stated that they had already stated support in the past.

Mike Joyce, 620 Darren Way, said he supports the plan. He felt the bank is less impacted than if developed at RMF density. He noted senior citizens could walk to this facility and it is auto and pedestrian-oriented.

Ned Stephenson, 716 29 ½ Road, would cut down on his driving time from his business. He notes Bob Johnson's history in the valley with the development of quality buildings and beautiful landscaping.

Roger Martin, 646 East Pagosa, Spring Valley resident and a member of the HOA for 17 years and also an employee of the bank, said the Patterson Road corridor has changed to a light commercial area, not a residential corridor.

Lorey Burroughs, 433 N. 25th Street, a bank employee in Redlands, advised that residents enjoy the services there. It is a low key, soft development in this area.

Rod Power, 2575 I ½ Road, director at bank, believes this makes common sense and is the best thing for that corner.

Ken Hunt, 1932 Spring Valley Circle, commends the bank but on technical questions he agrees with Staff on their recommendation of denial, as there is

already a traffic problem there. It would be spot zoning and approval would defy the Growth Plan, which has been developed.

Michael Adcock who lives right next door to the bank location at 2742 Patterson Road is in favor, noting the bank has addressed his concerns and he has been accommodated.

Larry Beckner stated one issue; with the development of the Commons adjacent to the property, senior citizens would want services close by. Also Hilltop supports this application and the quality of life for the seniors would be improved.

The public hearing was closed at 10:41 p.m.

Councilmember Theobald stated the issue is addressing the Growth Plan, not the number of supporters, kind of homes, criticism of the plan. A Growth Plan Amendment needs to consider the big picture, including corridor guidelines and that high density residential needs to go somewhere. This request has been denied twice and nothing has changed. The City is pretty clear and the City reevaluates the Growth Plan every five years.

Councilmember Terry stated she did not have a lot to add. She outlined the history of the Growth Plan development and doesn't apologize for the criteria; it has been made difficult purposely. Any decision made is based on the application, and is no reflection on the bank or its customers.

Councilmember Spehar agreed the City needs to preserve higher density residential development, infill development can be accomplished with existing Growth Plan, and nodes are still spot zoning. There are other opportunities. The criteria is high and has not been met, although he has lots of respect for the bank and owners.

Councilmember Butler is concerned with the heavy traffic and the access to the area.

Councilmember Kirtland was concerned that the Growth Plan amendment would set into motion commercialization along this corridor. There are limited opportunities for high density.

Mayor Enos-Martinez had nothing to add other than it does not meet the amendment criteria.

Upon motion made by Councilmember Terry, seconded by Councilmember Kirtland, and carried, the appeal of the Growth Plan Amendment for the Bank of Grand Junction was denied.

Public Hearing - Appeal of the Denial of a Growth Plan Amendment for 2258 South Broadway

Appeal of Planning Commission recommendation of denial for a Growth Plan Amendment to redesignate a portion of the Lewis property, located at 2258 South Broadway, from Residential Low (1/2 – 2 acres per dwelling unit) to Commercial.

The public hearing was opened at 10:55 p.m.

Lisa Gerstenberger, Senior Planner, reviewed this item. She identified the location of the property on a map and listed the surrounding zoning.

Planning Commission determined the request did not meet the Growth Plan Amendment criteria and therefore recommended denial. Planning Commission did not act on the rezone request.

Ms. Gerstenberger reviewed the criteria:

Error – no, it is consistent and there was no error

Events invalidated original premises and findings – no

Character changed – no, except Meadowlark Gardens development

Change consistent with Growth Plan and area studies – no. Redlands policies does show this as a village center, but that was not adopted by City Council

Goals and policies – is supported by some, not by others

Public facilities adequate – are existing, traffic questions unresolved

Inadequate other land for this type of development – yes

Benefits to community – the wetlands violation mitigation would occur with any development

Mike Joyce, 2764 Compass Drive, Development Concepts, stated the applicant originally asked to be zoned PD (Planned Development) but Staff said it did not meet the criteria. Redlands Parkway isolated the home on this property. He addressed some of the criteria, including benefits to the area.

The Mayor asked for public comments

Paul VonGuerard, 2290 Shane Court, board member of the homeowners association, opposed the development. His concerns were traffic and the impact on the residential developments just north and east especially since there are no sidewalks.

Doug Larson, 2278 Windwood Court, President of the HOA and speaking on behalf of the association referred to the letter in file. The HOA of the Bluffs are in opposition as they are concerned with creeping commercialization. Also, this property is encumbered by their covenants, which prohibits commercial development on this property. The Growth Plan Amendment criteria was not addressed.

Councilmember Spehar and City Attorney Wilson restated the covenants are not the issue of this Council and should not enter into the decision.

Michael Dirsmith, 528 Kansas Avenue, said his concern is with public safety for the kids, which has been discussed with the principal of the nearby school. Mr. Dirsmith has lived there 12 years.

Tom Foster, 519 Kansas, said Kansas is known as the main drag of the Bluffs West Subdivision. The speed limit is not followed in this area. He restated that the applicants have not met the criteria.

Kim Peterson, 536 Rim Drive, stated Mr. Easton at Broadway Elementary School choose to support the denial of this issue. Ms. Peterson felt the residential status is outdated, the current appearance is unbecoming and the proposal would be an improvement to the area. The owners have trouble keeping the home rented because it is a busy intersection.

Ginny Bultman, 2269 Broadway, opposed the change because of the traffic flow, noise pollution, light pollution and because it doesn't meet criteria.

Roxanne Lewis, petitioner, stated that they are trying to make a living and they will be the employees. Four of their supporters are not present, but they have 16 letters in support, 13 against, 90 signatures supporting. There have been two traffic studies; they have offered traffic calming. The property is currently used by neighbors for dumping and this proposal would clean up the area.

Tom Volkman, representing the Lewis's said the covenants of Bluffs West does not apply to the property. He stated this is a strip not a lot. Mr. Volkman referred to Policy 11.2 and a resolution from 9-1-99 that changed the language of the policy.

Rae Lynn Merritt, Fruita Monument high school student, stated concerns on the impact on the wildlife and the greenbelt as she and others have played in the area as kids. Traffic is also a major concern.

Councilmember Butler asked how many kids were involved with riding the bus. Ms. Merritt stated 4 that ride the bus and countless other friends are in the neighborhood.

Mike Lewis, 2183 Canyon View, petitioner, thought a car wash was right for this property, as the nearest house is 150 yards away. His passion is the outdoors, and as a result offered 8/10ths of an acre for conservation easement. Mr. Lewis stated he doesn't know what more they can offer to the area.

The hearing closed at 12:14 a.m.

Mike Joyce gave further details on the traffic study. Currently there are 300 cars per day on Kansas Avenue; the new use would put additional 2 cars per hour. He said low density residential doesn't make sense so he would like to have their option considered.

Councilmember Theobald stated this request is not the same as Bank of Grand Junction's. The Meadowlark use was accepted as historic to allow the zoning. There needs to be more commercial on the Redlands but he is not sure if this is the right place for it. This is a challenging piece in relation to the size and location of the parcel. The hours of operation should be addressed along with the lighting in development application.

Councilmember Kirtland stated no one tonight has said this is a residential site. The challenge will be to determine what will fit there in the future.

Councilmember Terry mentioned the Council is faced with a dilemma, criteria answers are not as clearly defined as they were in the previous appeal, but she does not believe commercial is the answer.

Councilmember Spehar asked if the Growth Plan Amendment is approved, what happens next. Bob Blanchard, Community Development Director, stated the next step would be the rezone request would be reviewed by Planning Commission.

Councilmember Spehar spoke that he believed the designation was in error. Other criteria did change with what was done across the street with Meadowlark Gardens. He noted that the Council could set some requirements in the rezone process.

Councilmember Terry clarified that Council is only dealing with the Growth Plan Amendment.

Councilmember Butler believes it is a good size piece of property and a house can go there. He noted the narrowness of Kansas Avenue and no sidewalks.

Upon motion by Councilmember Spehar, seconded by Councilmember Theobold, the Growth Plan Amendment for 2258 South Broadway was approved. Roll call:

Yes: Kirtland, McCurry, Spehar, Theobold, Enos-Martinez

No: Terry and Butler

Motion carried 5/2.

NON-SCHEDULED CITIZENS & VISITORS

There was none.

OTHER BUSINESS

There was none.

ADJOURNMENT

This meeting adjourned at 12:31 a.m.

Stephanie Tuin, CMC
City Clerk

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE SPECIAL MEETING

January 28, 2002

The City Council of the City of Grand Junction, Colorado, convened into special session the 28th day of January, 2002, at 11:53 a.m. in the Administration Conference Room, 2nd floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Harry Butler, Dennis Kirtland, Bill McCurry, Jim Spehar, Janet Terry, Reford Theobold, and President of the Council Cindy Enos-Martinez. Also present was City Clerk Stephanie Tuin.

Council President Enos-Martinez called the meeting to order.

Councilmember Kirtland moved to go into executive session for discussion of a personnel matter under C.R.S. 24-6-402(4)(f)(i) specifically the discussion will be salaries and work plans for the City Council employees. Councilmember Spehar seconded. Motion carried. The City Council convened into executive session at 11:53 a.m.

The City Council came out of executive session at 1:58 p.m.

Councilmember Theobold moved to set the City Manager 's salary at \$110,000 with the retirement match being increased to 10%, set the City Attorney's salary to \$98,000, the retirement match remains unchanged and increase the Municipal Judge's salary by 5%. Councilmember Spehar seconded. Motion carried unanimously.

City Council set a luncheon meeting with the Strategic Plan consultant for Wednesday, February 6 from 11:30 a.m. until 1:00 p.m. followed by a Special Meeting to hold an executive session to discuss personnel matters under C.R.S. 24-6-402(4)(f)(i) specifically the discussion will be work plans for two of the City Council employees with the employees present from 1:00 p.m. until 3:00 p.m.

Councilmember Kirtland moved to adjourn. Councilmember Terry seconded. Motion carried.

The meeting adjourned at 2:03 p.m.

Stephanie Tuin, CMC
City Clerk

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE SPECIAL MEETING

January 30, 2002

The City Council of the City of Grand Junction, Colorado, convened into a special joint session with the Mesa County Commissioners the 30th day of January, 2002, at 7:14 p.m. in the Adobe-Escalante Room at Two Rivers Convention Center, 159 Main Street. Those present were Councilmembers Harry Butler, Dennis Kirtland, Jim Spehar, Janet Terry, Reford Theobold, and President of the Council Cindy Enos-Martinez. Councilmember Bill McCurry was absent. County Commissioners present were Doralyn Genova, Jim Baughman and Chair of the Board Kathy Hall. City Staff present were City Manager Kelly Arnold, City Attorney Dan Wilson, Community Development Director Bob Blanchard and City Clerk Stephanie Tuin. County staff present were County Attorney Lyle De Chant, assistant City Attorney Valerie Robinson, County Planning Director Kurt Larson and Clerk to the Board Bert Raley.

Council President Enos-Martinez called the meeting to order.

Councilmember Janet Terry explained the purpose of the meeting in regards to Riverview Technology Corporation appointments. These are jointly appointed by the City and the County.

It was moved by Councilmember Terry, seconded by Councilmember Theobold and carried to ratify the recommendations of Bonnie Pehl-Peterson, JD Snodgrass and Walid Bou Matar to the Riverview Technology Corporation for three-year terms.

It was moved by Commissioner Baughman, seconded by Commissioner Genova to appoint Bonnie Pehl-Peterson, JD Snodgrass and Walid Bou Matar to the Riverview Technology Corporation for three-year terms.

Councilmember Kirtland moved to adjourn into work session. Councilmember Spehar seconded. Motion carried.

The joint session adjourned into work session for a discussion of implementation of the Persigo Agreement and the Growth Plans in the areas surrounding the City of Grand Junction at 7:16 p.m.

Stephanie Tuin, CMC
City Clerk

Attach 2

Midwest Commercial Subdivision

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL		
Subject:	Rezoning, Midwest Commercial Subdivision RZ-2001-227	
Meeting Date:	February 6, 2002	
Date Prepared:	January 28, 2002	
Author:	Pat Cecil	Development Services Supervisor
Presenter Name:	Pat Cecil	Development Services Supervisor
	Workshop	Formal Agenda

Subject: First reading of the ordinance.

Summary: The petitioner is requesting approval to rezone approximately 35.8 acres, consisting of 25 platted lots from the General Industrial (I-2) zone district to the Light Industrial (I-1) zone district. The Planning Commission at their December 11, 2001 hearing recommended denial of the rezoning request to the City Council.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: Schedule a date for the second reading of the ordinance and public hearing on the petitioner's appeal of the Planning Commission recommendation.

Citizen Presentation:				<u>Yes</u>	<u>If Yes,</u>
<u>Name:</u>					
<u>Purpose</u>					
:					

<u>Report results back to Council:</u>					<u>h</u>	
					<u>e</u>	
					<u>n</u>	
					<u>:</u>	
<u>Place</u>				<u>Indiv</u>		
<u>ment on</u>		<u>on</u>		<u>Considerati</u>		<u>ork</u>
<u>Agenda:</u>		<u>sent</u>		<u>on</u>		<u>shop</u>

CITY OF GRAND JUNCTION
2002
CITY COUNCIL

MEETING DATE: February 6,
STAFF PRESENTATION: Pat Cecil

AGENDA TOPIC: Rezoning Application 2001-227, Midwest Commercial Park

SUMMARY: The petitioner is requesting approval to rezone approximately 35.8 acres, consisting of 25 platted lots from the General Industrial (I-2) zone district to the Light Industrial (I-1) zone district, and is appealing the Planning Commission’s recommendation for denial.

ACTION REQUESTED: Approval of the rezoning.

<i>BACKGROUND INFORMATION</i>	
Location:	<u>2295 Highway 6 & 50</u>
Applicants:	Prime Investments, LTD – Jack Terhar USHOV, LLC – Jeff Over Jeff Williams – Representative
Existing Land Use:	<u>Undeveloped</u>
Proposed Land Use:	<u>Retail shopping center</u>
Surrounding Land Use:	<u>North</u> <u>Industrial uses</u>
	<u>South</u> <u>Highway 6 & 50 and industrial uses</u>
	East <u>Light industrial and commercial uses</u>
	<u>West</u> <u>General commercial and light industrial uses</u>

Existing Zoning:		General Industrial (I-2)		
Proposed Zoning:		Light Industrial (I-1)		
Surrounding Zoning:	North	I-2		
	South	C-2		
	East	I-1		
	West	C-2		
Growth Plan Designation:		Industrial		
Zoning within density range? N/A		<u>es</u>	<u>Y</u>	<u>No</u>

Background: The Planning Commission at the December 11, 2001 hearing, recommended that the City Council deny the requested rezoning, finding the project to be inconsistent with the goals and policies of the Growth Plan and Section 2.6 of the Zoning and Development Code.

On January 15, 2002, the Planning Commission denied a request from the petitioner that the Commission rehear the project.

Rezoning: The petitioner is requesting approval to rezone approximately 35.8 acres, consisting of 25 platted lots, from the General Industrial (I-2) zone district to the Light Industrial (I-1) zone district. This requested rezoning is the precursor of a request for approval of a subsequent Conditional Use Permit to allow for the construction of a “large scale retail development” (see the General Project Report attached to the staff report) on the site. The I-2 zone district does not permit many of the common retail and restaurant type uses that commercial zone districts permit, and is designed to accommodate the heavy industrial and manufacturing orientated uses.

The Future Land Use Map of the Growth Plan designates the site as “Industrial” rather than the “Commercial” designation that would be more conducive to retail commercial activity. The I-2 zone district implements the Industrial designation of the Growth Plan.

There is currently 399.74 acres of land zoned I-2 within the City limits. This is 1.93% of the total acreage of the City. There is 1143.54 acres in the immediate area of the rezoning request that is zoned to permit commercial development with or without a Conditional Use Permit.

Although the requested I-1 zone district is consistent with the Industrial Growth Plan designation, staff cannot support the project due to the petitioner's stated intent in the General Project Report that they want to develop retail shopping center on the site. Due to this stated intent, policies of the Growth Plan dealing with commercial development have been included in the staff responses to the zoning consistency review.

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

The existing zoning was in error at the time of adoption;

Petitioner response: "This submittal for the Zoning of I-1 on "Midwest Commercial Subdivision" is to bring this property into compatibility with the area use of Highway 6 & 50. The current zoning of I-2 was an incorrect zoning to place on such a high profile property, with Highway 6 & 50 frontage at the time of adoption. The property is bordered by commercial uses on both the east and west."

Staff response: The site is identified on the Future Land Use Map of the Growth Plan as Industrial, not Commercial or Commercial/Industrial. The I-2 zone district implements the Industrial designation of the Growth Plan. There was no error made when the site was zoned to the I-2 zone district. The I-2 zone district implements the Industrial land use designation of the Growth Plan.

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, ect.;

Petitioner response: "The petitioners request a downgrade from the Heavy Industrial zoning to allow for retail use of the property. Heavy Industrial use on Highway 6 & 50 is *not* the highest and best use of the property. The character of Highway 6 & 50 is predominately Commercial with "Mesa Mall", "Valley Plaza", and the new Grand Mesa Center". The growth trends for large retail development have been in the west end of Grand Junction for the past decade."

Staff response: There does not appear to be a change in the character of the area. The growth in the area that is occurring is consistent with, and as anticipated by the Growth Plan.

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 nuisances;

Petitioner response: “This proposed rezone is compatible with all neighboring properties, and the petitioner plans to submit for a Conditional Use Permit upon acceptance of this rezone. The subsequent submittal will allow for thorough input from the Community Development Department. This proposal will not create adverse impacts to the area such as noise, parking, air pollution or other nuisances.”

Staff response: The immediate area surrounding the proposed rezone area is currently developed with a mixture of heavy commercial and industrial uses. A retail shopping center would not be consistent with those uses. The plan to develop the site with retail uses would add to the existing traffic congestion on Highway 6 & 50 that is a product of the retail developments to the east. It would also add to existing air quality impacts since the development of a retail center at this location would result in additional road miles being driven by consumers. There may be additional nuisance factors with commercial development of the site, such as the mixing of consumer traffic with heavy commercial and industrial traffic from adjacent uses.

The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;

Petitioner response: “This proposal in combination with the subsequent Conditional Use Permit, will conform to the goals and policies of the “Growth Plan” and other city requirements and regulations. The subsequent Conditional Use Permit will adhere to all Site Plan review standards for the District and Use-Specific standards. The development will also adhere to compatibility issues with adjoining properties, and will have compatible design and integration in all elements of the design.”

Staff response: The Growth Plan Future Land Use Map designates the site for Industrial development not Commercial or Commercial/Industrial development.

The description of Industrial (Page V.10 of the Growth Plan) indicates that: “Heavy commercial and industrial operations are predominant in industrial areas.

Batch plants and manufacturing uses with outdoor operations are appropriate if developed consistently with zoning regulations. Residential uses are not appropriate in industrial areas.” It could be argued that by adding retail commercial consumer traffic to this area, a residential use component (family vehicles) is being added to the traffic mix.

Growth Plan Policy 1.9 (Page V.18 of the Growth Plan) states: “The City and County will direct the location of heavy commercial and industrial uses with outdoor storage and operations in parts of the community that are screened from view from arterial streets. Where these uses are adjacent to arterial streets, they should be designed to minimize views of outdoor storage loading and operations areas.” Since the site is currently undeveloped, the opportunity exists for industrial development of the site to occur consistent with the Growth Plan policy.

Growth Plan Policy 12.2 (Page V.38 of the Growth Plan) states: “The City and County will limit the development of large scale retail and service centers to locations with direct access to arterial roads within **commercial nodes shown in the Future Land Use Map**” (emphasis added). This site is not designated on the Future Land Use Map as Commercial or Commercial/Industrial. The proposed use of the site would be in conflict with this policy.

Growth Plan Policy 17.1 (Page V.45 of the Growth Plan) states: “The City and County will support efforts to attract and retain moderate-sized, clean and stable industries that provide appropriate and diverse employment opportunities for community residents.”

In order to attract the types of uses envisioned in this policy, an adequate land supply of properly designed lands must be maintained. Heavy commercial and industrial uses have historically provided higher salaries than retail development.

Growth Plan Policy 17.2 (Page V.45 of the Growth Plan) states: The City and County may consider incentives to attract prospective industrial employers and encourage expansions of existing industries that are consistent with the goals and policies of the Urban Area Plan.” In order for this policy to be implemented there must be an adequate supply of appropriately designated industrial land maintained.

Growth Plan Policy 18.1 (Page V.45 of the Growth Plan) states: “The City and County will coordinate with appropriate entities to monitor the supply of land zoned for commercial and **industrial development and retain an adequate supply of land** (emphasis added) to support projected commercial and industrial employment.”

There already exists a surplus of unused or underdeveloped land within the City that is properly zoned for the type of commercial activity desired by the petitioner. Preservation of designated industrial lands must occur to be consistent with this policy.

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

Petitioner response: “The area of 23 Road and Highway 6 & 50 have ample availability of all utilities; 15 inch Ute water, Interceptor sewer line, power and telephone. The property also has an active access permit with the Colorado Department of Transportation. The developers have agreed to provide ½ road improvements on 23 Road and G Road.”

Staff response: There are adequate utilities available to the site. Road and drainage improvements would be required to be constructed whether the site is developed as a retail center or for industrial uses.

There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and

Petitioner response: “There is not an adequate supply of existing property, with infrastructure in place for development. The subject property has all infrastructure available, as well as all engineering, drainage studies, and platting for immediate development. The property does not require additional planning department approval or outlying development plans for development.”

Staff response: There is more than enough vacant or underdeveloped commercially designated and zoned land in the area with adequate facilities.

In the area between 25 Road (on the east) and the junction of Highway 6 & 50 and Interstate 70 (on the west), and on the north side of Highway 6 & 50 and south of Interstate 70, there is approximately 1143.4 acres that are zoned to permit various types of commercial uses either by right or with a Conditional Use Permit. In this same area, there is approximately 234.4 acres that are zoned for General Industrial (I-2) uses. There is only a total of 399.74 acres of I-2 zoned property in the entire City. A large portion of the land that would allow for commercial activity in this area is currently undeveloped or underdeveloped.

The entire 24 Road area has been designated for and improvements made to encourage new commercial development within the adopted corridor plan area.

The location of the project site provides for better access to Interstate 70 than other industrially zoned areas of the City, making it more desirable for the transporting of goods and services without having to contend with non-commercial/industrial type traffic.

The community or neighborhood will benefit from the proposed zone.

Petitioner response: The Community will benefit from this proposal from a very pleasing aesthetic development on Highway 6 & 50. An important “Gateway to Grand Junction” for Fruita, Loma and Mack. The area will also benefit from additional National Retailers proposed for this site.

Staff response: The community will receive greater benefits from the site being retained as I-2 and developed with those uses consistent with the I-2 zone district. Traditionally, heavy commercial and industrial uses pay higher salaries with benefit packages rather than the minimum wage scale with no benefits typical of retail development.

Conclusions/Findings:

The project as presented is not consistent with the findings required of Section 2.6 of the Zoning and Development Code. Specifically items 1, 2, 3, 4, 6 and 7.

The project as proposed is in conflict with Policies 1.9, 12.2, 17.1, 17.2, and 18.1 of the Growth Plan.

PLANNING COMMISSION RECOMMENDATION: That the City Council deny the rezoning request, finding the rezoning to the Light Industrial (I-1) zone district to be inconsistent with the goals and policies of the Growth Plan and Section 2.6 of the Zoning and Development Code.

Attachments:

- Future Land Use Map of the immediate area
- Zone Map of immediate area with zoning acreage breakdown
- Aerial view of site
- General project report
- Review comments and responses
- Planning Commission minutes
- Petitioner’s letter requesting the rehearing
- Petitioner’s letter appealing the Planning Commission’s recommendation

CITY OF GRAND JUNCTION, COLORADO
Ordinance No. _____
ZONING 35.8 ACRES OF LAND LOCATED
AT 2295 HIGHWAY 6 & 50

Recitals.

A rezone from the General Industrial (I-2) district to the Light Industrial (I-1) district has been requested for the properties located at 2295 Highway 6 & 50 for purposes of developing a retail shopping center. The City Council finds that the request meets the goals and policies and future land use 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.

The Grand Junction Planning Commission, at its December 11, 2001 hearing, recommended denial of the rezone request from the General Industrial district to the Light Industrial district.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL(S) DESCRIBED BELOW IS HEREBY ZONED TO THE Light Industrial (I-1) DISTRICT:

Lots 1 - 8, inclusive, Blk 1; and lots 1-17, Blk 2; Midwest Commercial Subd, Mesa Co., CO.

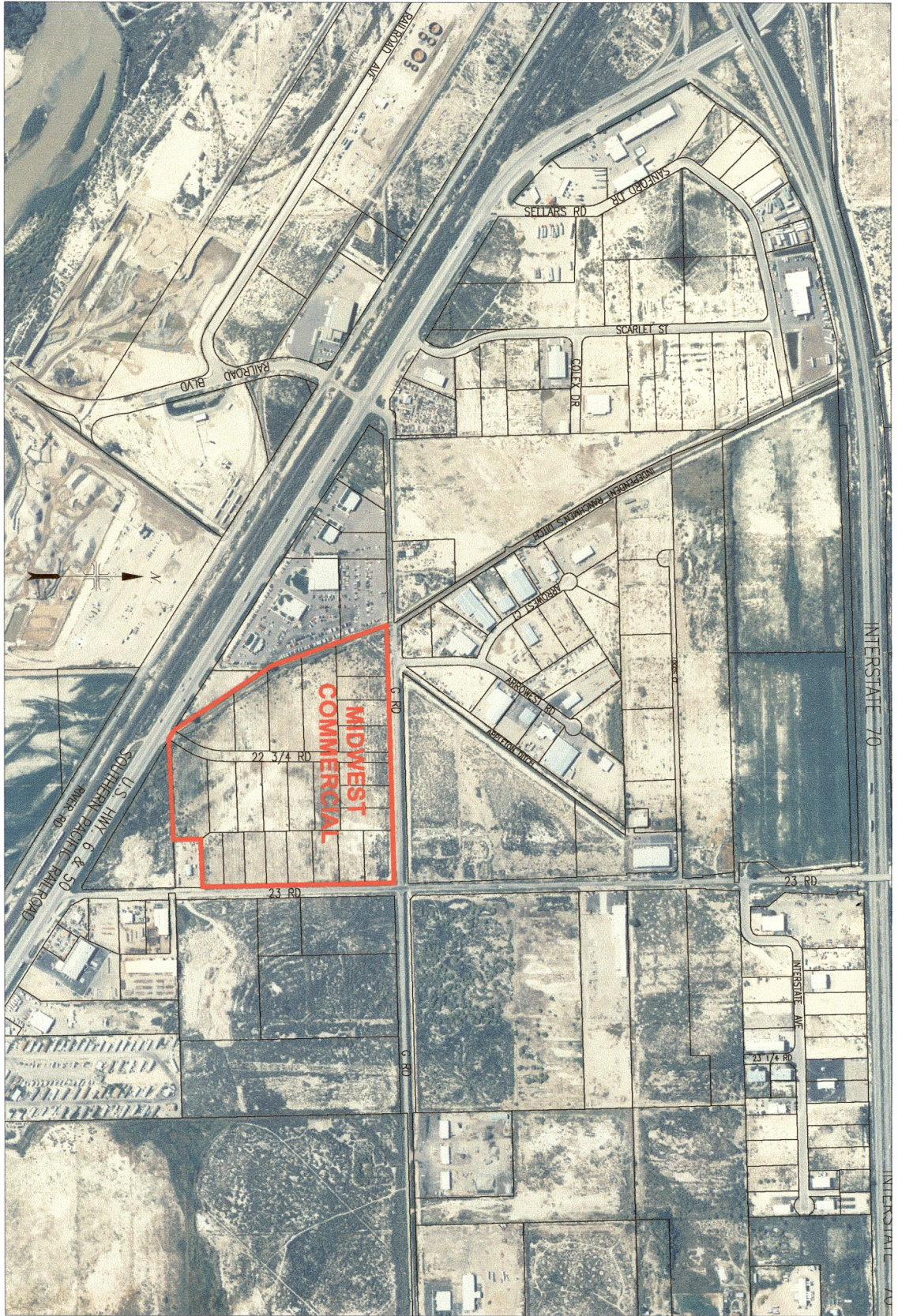
INTRODUCED for FIRST READING and PUBLICATION this 6th day of February, 2002.

PASSED on SECOND READING this **** day of ****, 200*.

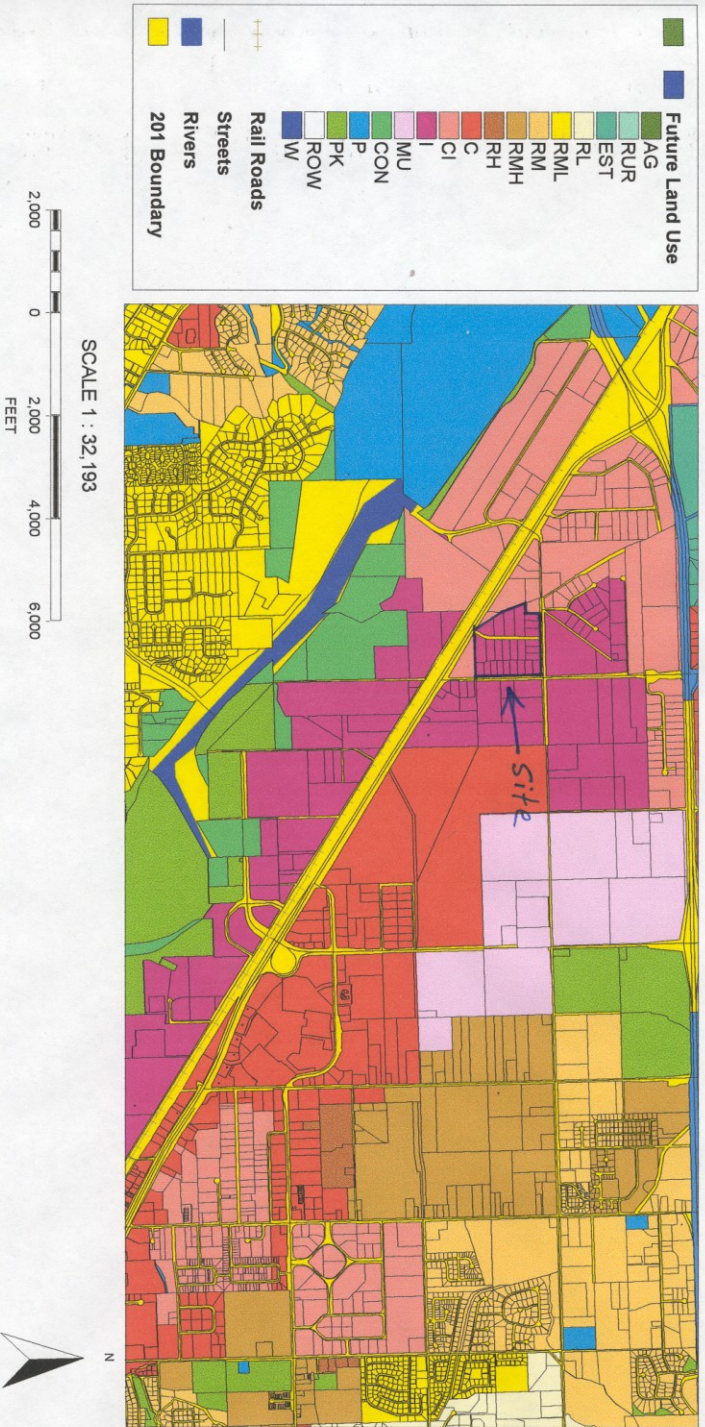
ATTEST:

City Clerk

President of Council



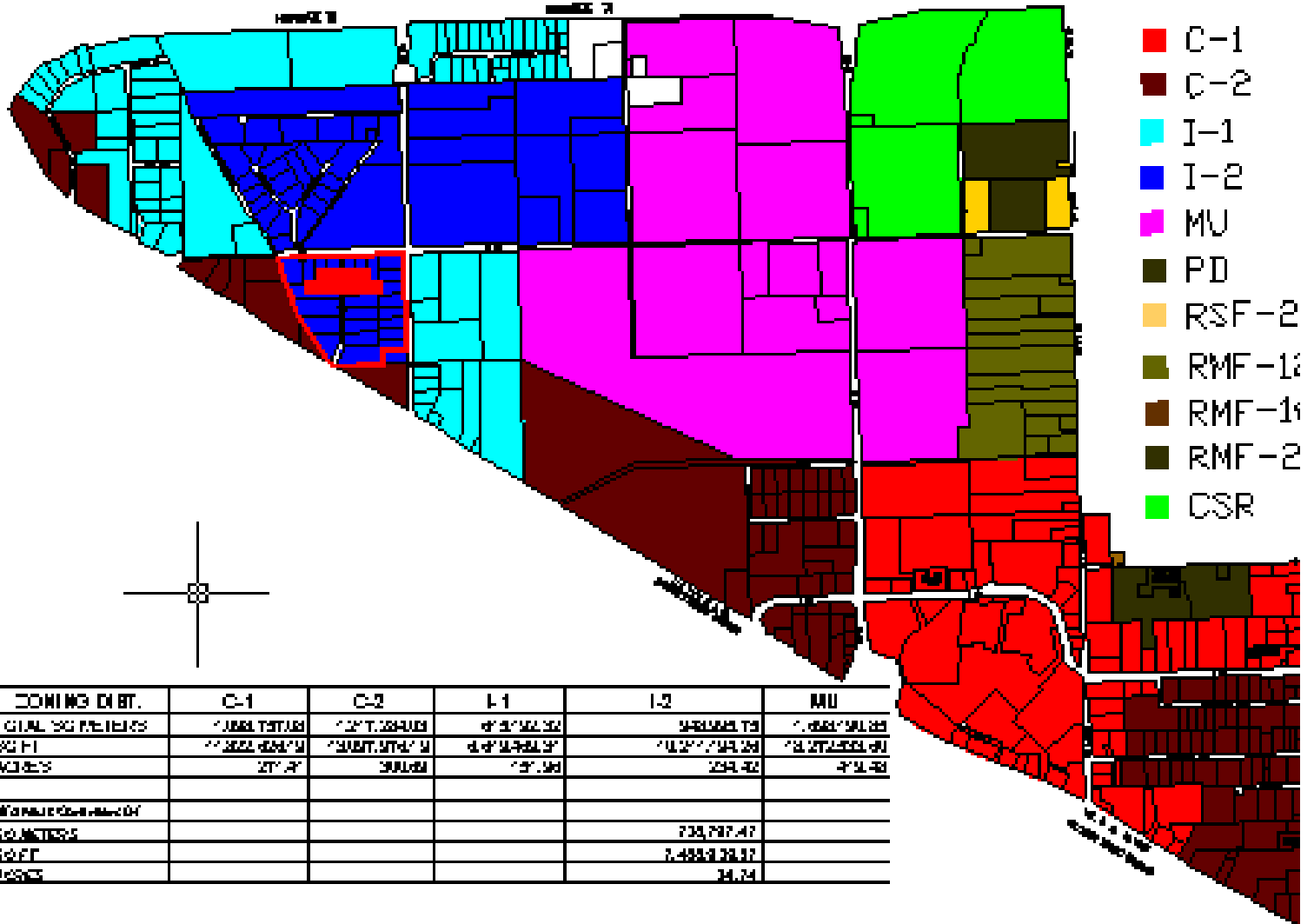
Midland Commercial Subdivision Rezone



http://196.204.117.70/maps/fut_use.rnwf

Monday, January 28, 2002 10:50 AM

Midwest Commercial Rezone - Adjacent Commercial/Industrial Acreage Breakdown



ZONING DIST.	C-1	C-2	I-1	I-2	MU
TOTAL SQUARE FEET	1,186,751.00	1,217,284.00	4,417,622.00	2,816,641.00	1,083,511.00
SQ FT	11,867,510	12,172,840	44,176,220	28,166,410	10,835,110
ACRES	27.27	27.88	101.58	64.42	24.62
MUNICIPAL CORP. AREA					
COUNTY AREA				733,797.47	
TOTAL				7,488,238.97	
PERCENT				24.74	

USHOJ,LLC
Midwest Commercial Subdivision
670 23 Road Telephone/Fax: 970-263-0900
Grand Junction. CO. 81505 Web-Site: www.mwcommercial.com

October 31, 2001

Community Development Department
City of Grand Junction
250 N 5th Street
Grand Junction, Co. 81501

REZONE MIDWEST COMMERCIAL SUBDIVISION
Current Zoning = 1-2 / Rezone = 1-1 / Subsequent Conditional Use Permit
Midwest Commercial Subdivision
26 Commercial Lots -West of 23 Road (37.81 Acres)
Tax Schedule # 2945-061-00-006
2945-061-12-(001/008) /2945-061-13-(001/017)

We respectfully submit this information for Planning Staff review. The subject property is located north of highway 6&50 and west of 23 road. It is surrounded by heavy Industrial use to the north, "Arrow West Industrial Park", and additional (I-I) industrial use to the east; "Western Slope Iron & Supply", and M.A. Concrete. Additional Industrial properties are located in "Rail Park" , and a new development on the northeast corner of 23 & G road "Grand Park Plaza", and the new filing of "Interstate Commercial Park". Commercial use "Western Slope Auto Company" to the west, and additional auto sales adjacent to the east.

The subject property is suited for light industrial/conditional use/retail in many ways. Traffic on highway 6&50 is a major attraction to national tenants, as well as the proximity to 1-70 interchanges. The property has ample utilities available; 15" *Ute Water line*, *Persigo Interceptor line* in the property, and an active *CDOT access to highway 6&50* with accel and decel lanes in place. If we analyze the areas, for this type of large scale retail development; the large tracts of land west of town are the only locations. There are several other important issues to analyze for the Retail use of this property. Outside of Mesa Mall, platted and developed property for this type of development is very limited. The 365 acres owned by Pavalkis Realty has been zoned C-2 through the Growth Plan amendment, however this property would require an extensive outlying development plan and engineering to cohesively develop this entire property, as well as infrastructure installation.

Industrial use has long been centered North & South of 1- 70, with Interstate Park, and Filing 2 by Folkstad Construction. Bookcliff Business park north of 1- 70 is also going to see buildings constructed in the near future. These properties are ideal for Industrial use. They have low traffic arterials and are away from high visibility areas.

This development would also benefit the Community by added safety features to the 23 road access to Highway 6 & 50. The developers have met with Mike Smith of the Colorado Department of Transportation. The current approach to the highway bears a visibility hazard to oncoming traffic east bound on highway 6 & 50, due to an improper approach to the Stop sign. It is of importance to CDOT to improve this intersection, which is impacted from the continued industrial growth south of 1-70. During peak hours traffic is backed up for entry onto hwy 6&50. The current proposal offers an opportunity to allow for this improved access to Hwy 6 & 50. The current developer owns the adjacent Property "Western Slope Iron and Supply". The proper alignment of this intersection requires the need for additional right-of-way from the Orchard Grove Commercial Lot, and the re-alignment of property lines on the Western Slope Iron property. This development offers an opportunity to work with the same property owner on both sides of 23 road to correct this hazardous condition on the 23 road 6&50

...
intersection.

An additional problem with this property for Industrial use is the single access point, of 60 feet, onto Highway 6 & 50. CDOT has concerns to additional access being granted to the Orchard Grove lot, and a detailed analysis will be required for this property to have separate access to highway 6 & 50. It also has limited access to 23 road, due to the proximity of the intersection. The single access point of the Midwest Commercial Subdivision makes the entry very questionable for access for heavy truck use. The retail use of the Orchard Grove lot will block or limit visibility for ingress and egress from Midwest for heavy trucks for Industrial purposes. The solution to the development of this property, is to combine the development of Orchard Grove & Midwest for the use of this access to highway 6&50. The subdivision was originally platted as a commercial subdivision and Orchard Grove is slated for commercial use under the Growth Plan. It would be the developers intention to submit for a Conditional Use permit to allow for the correction of these access issues on 6&50 as well as 23 road. The Conditional Use Permit would also address the replat to accommodate the reconfiguration of interior parcels. In determining the Industrial zoning for this property through the "Growth Plan" these issues were difficult to foresee.

Our submittal for review by the Planning Staff is a proposed use of the subject property as 1-1 with a conditional Use permit for retail stores. The entire site is under investigation for this high traffic use. The properties use

by national retailers would be a consistent use for the Highway 6 & 50 corridor. Although this would be a down grade zoning from Heavy Industrial, there would be high traffic and truck deliveries. Additional accesses are available off G Road, and 23 road.

There are many advantages to allow the conditional use of this property. Planning staff would have input for site plan preparation, and increased esthetics for this high traffic, high visibility area of Highway 6&50. It also provides the opportunity to further beautify an existing entrance into the City of Grand Junction. The most important factor for consideration is the high public use of this property as a retail location. Many local residents travel some distance to visit these types of facilities. This would be a very large attraction to Grand Junction. There would not be a need for additional infrastructure or road improvements necessary for this use. The public benefits in several ways, additional retailers for western slope, aesthetically pleasing visible property along the highway 6&50 corridor, and development away from the congested area of Mesa Mall. This area from 22 road through 26 road along the Highway 6 & 50 corridor is the area for commercial development. We should strive to allow for the highest and best use of our highway 6&50 frontage on this corridor. Enclosed are aerial photos depicting the subject, and surrounding properties. We look forward to any comments or suggestions of the Community Development Department.

October 31,2001

Community Development Department City of Grand Junction 250 N 5th
Street
Grand Junction, CO. 81501

REZONE MIDWEST COMMERCIAL SUBDIVISION

Current Zoning = 1-2 / Rezone = I-I / Subsequent Conditional Use Permit
Midwest Commercial Subdivision

26 Commercial Lots -West of 23 Road (37.81 Acres)

Tax Schedule # 2945-061-00-006 2945-061-12-(001/008)/2945-061-13-
(001/017)

Rezone Criteria 2.6.A

General Criteria

1.) This submittal for the Zoning of I-I on "Midwest Commercial Subdivision" is to bring this property into compatibility with area use of highway 6&50. The current zoning of 1-2 was an incorrect zoning to place on such a high profile property, with Highway 6&50 frontage at the time of adoption. The property is bordered by commercial uses on both the east and west.

2.) The petitioners request a downgrade from the Heavy Industrial zoning to allow for retail use of the property. Heavy Industrial use on highway 6&50 is not the highest and best use of this property. The character of highway 6&50 is predominately Commercial with "Mesa mall", "Valley Plaza", and the new "Grand Mesa Center". The growth trends for large retail development have been in the west end of Grand Junction for the past decade.

3.) This proposed rezone is compatible with all neighboring properties, and the petitioner plans to submit for a Conditional Use Permit upon acceptance of this rezone. The subsequent submittal will allow for thorough input from the Community Development Department. This proposal will not create adverse impacts to the area such as noise, parking, air pollution or other nuisances.

4) This proposal in combination with the subsequent Conditional use permit, will conform to the goals and policies of the "Growth Plan" and other city requirements and regulations. The subsequent Conditional Use Permit will adhere to all Site Plan review standards for District and Use Specific Standards. The development will also adhere to compatibility issues with adjoining properties, and will have compatible design and integration in all elements of the design.

5) The area of 23 road and highway 6 & 50 have ample availability of all utilities: 15" Ute water, Interceptor sewer line, power and telephone. The property also has an active access permit with the Colorado Department of Transportation. The developers have agreed to provide for 1.2 road improvements on 23 road and G road.

6.) There is not an adequate supply of existing property, with infrastructure in place for development. The subject property has all infrastructure available, as well as all engineering, drainage studies, and platting for immediate development. The property does not require additional planning department approval or outlying development plans for development.

7.) The Community will benefit from this proposal from a very pleasing aesthetic development on highway 6 & 50. An important "Gateway to Grand Junction" for Fruita, Lorna and Mack. The area will also benefit from additional National Retailers proposed for this site.

REVIEW COMMENTS

Page 1 of 2

FILE # RZ-2001-227

TITLE HEADING: Midwest Commercial
Subdivision

LOCATION: 2295 Hwy 6 & 50

PETITIONER: Prime Investments, LTD – Jack Terhar

PETITIONER'S ADDRESS/TELEPHONE: 1371 Aspen St
Broomfield, CO 80020
(760) 321-6319

PETITIONER'S REPRESENTATIVE: Jeffrey Williams
263-0900

STAFF REPRESENTATIVE: Pat Cecil

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT & LABEL A RESPONSE TO COMMENT FOR EACH AGENCY OR INDIVIDUAL WHO HAS REQUESTED ADDITIONAL INFORMATION OR REVISED PLANS, & A COPY FOR THE CITY, ON OR BEFORE 5:00 P.M., NOVEMBER 29, 2001.

CITY COMMUNITY DEVELOPMENT

11-20-01

Pat Cecil

244-1439

1. In reviewing the amount of acreage available in the project area for heavy industrial uses versus the amount of acreage available for retail uses by right and allowed by use permit, it has been determined that if the project proceeds to hearing, the Department recommendation will be for denial. This is based on there being only approximately 234 acres in the area available for heavy industrial uses and approximately 1141 acres of land that are currently zoned to permit various commercial uses outright and with approval of a conditional use permit. Much of the acreage available for commercial development is either undeveloped or underdeveloped.

CITY DEVELOPMENT ENGINEER

11-19-01

David Donohue

256-4155

Development Engineering has no comments regarding the rezone of the subject property. However, it should be noted that at the time upon which development is undertaken, numerous yet-to-be-identified engineering issues will need to be addressed. These would include street improvements, utilities, drainage, site access and circulation, etc.

CITY UTILITY ENGINEER

11-14-01

Trent Prall

244-1590

No sewer related objections to the proposed rezone.

REVIEW COMMENTS / FILE #RZ-2001-227/ PAGE 2 OF 2

CITY FIRE DEPARTMENT

11-20-01

Norm Noble

244-1473

No objections to the rezone

CITY ATTORNEY

11-14-01

Stephanie Rubinstein

244-1501

Please submit updated title commitment (no more than 90 days old).

**REVIEW AGENCY COMMENTS
RESPONSE**

FILE # RZ-2001-227

LOCATION: 2295 Hwy 6 & 50

PETITIONER: Prime Investments, LTD - Jack Terhar

**PETITIONER'S ADDRESS/TELEPHONES: 1371 Aspen Sreet
Broomfield, CO. 80020
(760) 321-6319**

**PETITIONER'S REPRESENTATIVE: Jeffrey K. Williams
201-2200**

STAFF REPRESENTATIVE: Pat Cecil

**CITY COMMUNITY DEVELOPMENT
Pat Cecil**

Our submittal for the zoning of I-2 was in response to numerous inquiries into the retail use of this property. The property is under economic pressure for development, due to its location, size and access. There has been no inquiries as to the heavy Industrial use of this property. The analogy of 5-1 acreage of commercial -vs.- Industrial is not accurate. Retail development requires a 5-1 ratio for development, ie, parking, access, and visibility. This submittal however has more impact than the land ratio. There are other factors for the City Counsel consideration (1) Hwy 6& 50 from 22 road to Sam's Club has developed into the Valley's main Retail area. (2) It is also a heavily traveled arterial between Fruita and Grand Junction. The development on the Hwy 6 & 50 frontage should be aesthetically pleasing for residents and visitors to the Grand Valley. (3) This project also offers some increased Safety features to be implemented with a re-configuration of the existing lots, which includes combining access of the 5.33 acre commercial lot, and the improved approach of 23 road to hwy 6 & 50. A high priority with the Colorado Department of Transportation.

This submittal should be focused on the Hwy 6 & 50 corridor. Commercial acreage on the east end of town is not applicable in determining the use of this property. The Industrial zoned property in this area is mostly undeveloped or underdeveloped. This includes Interstate Park, River road, and properties west of I-70 on Hwy 6 & 50. The current zoning maps do not include Railhead Park which is an extremely attractive Industrial Subdivision with Rail Spurs. This subdivision is still open and available for Industrial use. The 25 lots located within "Midwest

Commercial Subdivision” are not needed for Industrial use, and can be replaced with the 30 lots located on the NW corner of I-70 & 23 road; “23 Road Park Plaza” which is also excluded from current zoning maps. The only property that is comparable to the intended use of “Midwest” is the Pavlakis property of approximately 80 acres zoned C-2 with Hwy 6 & 50 frontage. This property however, would require extensive investment and outlying development plans to properly develop. It will also require the cooperation of several property owners. The economic factors used by developers points to “Midwest Commercial Subdivision” for immediate development. The influencing factors are current CDOT access, approved platted subdivision, sewer and utilities on site, and multiple access points without the need for major outlying development plans.

Our main goal should be the proper development of this property as an aesthetically pleasing city entry on the highway corridor, and to keep our Industrial property uses in less traveled areas. This submittal allows for a conditional use permit, which will allow the Grand Junction Community Development Department full input on development issues. It will also allow for the re-alignment of the access to I-70 from 23 road, which is currently under heavy traffic at peak hours. This submittal allows for four distinct advantages to the community (1) beautification of the Hwy 6 & 50 corridor, (2) Increased highway safety, (3) additional retail outlets for area residents, (4) development away from the heavy use of Mesa Mall.

CITY DEVELOPMENT ENGINEER

David Donohue

No comment concerning the Re-Zone of the property however it should be noted that this is a fully platted , and recorded subdivision with all approvals in place for development. The petitioners do intend to submit for a conditional use permit, should the Re-zone meet with approval. This submittal will require replatting several lots and the submittal will adhere to all review agency comments.

CITY UTILITY ENGINEER

Trent Prall
No objection

CITY FIRE DEPARTMENT

Norm Noble
No objection

CITY ATTORNEY

Stephanie Rubinstein
Enclosed is an updated title commitment from Abstract and Title Company of Mesa County.

23 Road Park Plaza



Underdeveloped Railhead Park



RZ-2001-227 REZONE—MIDWEST COMMERCIAL SUBDIVISION

A request to rezone the Midwest Commercial Subdivision from I-2 (Heavy Industrial) to I-1 (Light Industrial) and/or appropriate zone district.

Petitioner: Prime Investments, Ltd.—Jack Terhar

Location: 2295 Highway 6 & 50

Representative: Jeffrey K. Williams

PETITIONER’S PRESENTATION

Jeff Williams, representing the petitioner, said that the rezoning of the property to I-1 would bring the property into compliance with neighboring properties. He said that the downzone to I-1 would allow for retail sales, if approved in conjunction with a Conditional Use Permit (not yet submitted). No adverse impacts were expected, and significant improvements to the 23 Road alignment/intersection were planned. Half-street improvements would also be constructed along G Road, even though this had not been a staff requirement. The intensification of use would be an asset to the community and have more aesthetic appeal along the Highway 6 & 50 corridor. Mr. Williams presented overheads of an assessor’s map showing property configurations, an aerial photo of the area, a section of the Future Land Use Map, photos of the Highway 6 & 50 corridor, aerial photo of the “underdeveloped” Railhead Industrial Park, and an aerial photo of the area south of I-70 and west of 23 Road.

Mr. Williams said that the owner of Western Slope Iron wanted to expand his business but the high cost of property along Highway 6 & 50’s frontage precluded this along the frontage. Mr. Williams briefly expounded on the safety benefits to the community with the realignment of 23 Road. Copies of a letter from Mike Smith, CDOT representative (222 S. 6th Street, Room, 100, Grand Junction) commenting on the realignment proposal were distributed to planning commissioners and staff.

QUESTIONS

Commissioner Binder asked if Western Slope Iron intended to move? Mr. Williams clarified that the petitioner wanted only to expand the business.

Vice-Chairman Dibble noted a triangular piece of C-2 zoned property to the west of 23 Road. He asked does the petitioner own this parcel as well? Ms. Williams replied affirmatively, but said that particular parcel hadn’t been included as part of the current request; however, the petitioner intended to use the referenced parcel in conjunction with, but independent of, the current request to accommodate the 23 Road street realignment.

Commissioner Putnam asked for and Mr. Williams provided clarification on available access into the subdivision’s properties.

When Commissioner Blosser asked for clarification on how many of the parcels in the subject area (area defined on overhead) were owned by the petitioner, Mr. Williams explained that the only one not owned by the petitioner within the area was parcel 2945-061-00-004; however, the petitioner had first rights to purchase that one and probably would end up doing so.

STAFF'S PRESENTATION

Pat Cecil offered a PowerPoint presentation. Presented on various overheads were an aerial photo of the site; historical summary of the property; verification that all lots had access to Highway 6 & 50; a portion of the Future Land Use Map; a zoning map which depicted the areas along the Highway 6 & 50 corridor designated for industrial uses; zoning map of the area north of Highway 6 & 50; breakdown of acreages in C-1, C-2, I-1, I-2 and MU zones along the highway's corridor; and findings of consistency with rezone criteria.

He said that 234 acres of I-2 zoned property was available for heavy industrial uses. Heavy industrial uses required specific elements such as highway/interstate access and usually rail availability. Staff felt that the limited amount of I-2 zoned property should be retained and preserved for heavy industrial uses. Extending commercial uses further west past Mesa Mall, he said, added trip miles and drive time and would likely result in added traffic impacts. Mr. Cecil said that while the I-1 zone would be consistent with the intent of the Growth Plan, the Plan encouraged industrial, not retail, uses to locate in the area. He outlined five sections in the Growth Plan which supported that commercial should be located elsewhere. In addition Mr. Cecil stated that there is sufficient number of commercial properties available elsewhere within the city limits suitable for the commercial uses contemplated.

Mr. Cecil reminded the Planning Commission not to associate 23 Road realignment with this request. He said that street improvements would be required in conjunction with *any* development submittal. Staff did not feel that the request was supported by either the Growth Plan recommendations or Code criteria and therefore recommended denial.

QUESTIONS

Commissioner Binder asked if the required infrastructure was in place along 24 Road and Highway 6 & 50? Mr. Cecil responded affirmatively.

Vice-Chairman Dibble wondered why the previously referenced triangle of C-2 zoned property had been retained as C-2, because it existed within such an industrially-zoned area. Mr. Cecil said that as C-2 property, both light industrial or commercial uses could be situated on it. He conjectured that any development of

the property would probably include a 23 Road redesign, with 23 Road bisecting a portion of it. A significant amount of internal infrastructure construction would be required to make it work. When asked about the average sizes of lots within the Midwest Subdivision, Mr. Cecil answered that lots typically averaged about 1 ½ acres in size.

Vice-Chairman Dibble asked if the subject property lay within a floodplain. Rick Dorris came forward and said that he couldn't respond with certainty without further investigation, a task typically undertaken during site plan review.

Commissioner Binder asked staff if anyone knew the total number of I-2 zoned acres available within the city limits. Mr. Cecil guessed that there were approximately 1,000 acres available. He reiterated that only a limited number of those parcels had the kind of highway access available to the subject property.

When Commissioner Blosser questioned how heavy truck traffic could be negatively impacted by the rezone, Commissioner Binder remarked that many of the I-2 zoned properties did not have the benefit of direct highway/interstate access. Trucks traveling to and from those properties were instead routed along other corridors such as Patterson Road and through downtown neighborhoods.

PUBLIC COMMENTS

FOR:

Jeff Over (1760 10.5 Road, Mack), owner of Western Slope Iron, said that during annexation meetings, city staff had wanted to zone his existing site commercial, which he'd felt didn't make sense. He wasn't sure why the City wanted heavy industrial uses located along highway frontages, because those uses are typically unsightly and ill-kempt and not usually screened from public view. He drew a comparison with the junkyards near the 5th Street bridge downtown. Mr. Over expected that within the next ten years, in the City's push to clean up its major entrances, the City wouldn't want heavy industrial uses such as his along major corridors. Mr. Over said that he was ready to expand his business. He'd already purchased another parcel in the Railhead Industrial Park. Other I-2 zoned parcels were available within the industrial park that weren't being used.

Mike Ferris (634 Carlsbad Drive, Grand Junction), owner of Western Slope Ford, agreed that retail sales should be allowed on the subject property, and he supported the petitioner's request for rezone. He disagreed with staff's position that heavy industrial lands should be retained, because only a small portion of what was available throughout the city was actually being used.

AGAINST:

There were no comments against the request.

PETITIONER'S REBUTTAL

Mr. Williams reiterated that the downzoning of the subject property would help preserve the aesthetics along the Highway 6 & 50 corridor. Economic viability of the expansion, he said, is an important factor.

DISCUSSION

Vice-Chairman Dibble asked staff for the rationale behind preserving I-2 zoned lands. He also wondered why an I-1 zone was being requested when the petitioner's ultimate goal was to locate a commercial use on the property. Mr. Cecil said that a C-2 rezone request would require approval of a Growth Plan amendment. An I-1 zone would allow a commercial component through approval of a CUP while still preserving the intent of the Growth Plan. Bob Blanchard added that there was no specific policy statement in the Code regarding I-2 zoned lands, with the possible exception of the Future Land Use Map. He noted that the City had just begun to engage in its 5-year review of the Growth Plan. He expected a number of amendments to be brought forward as a result of this review.

Vice-Chairman Dibble commented that the 5.33-acre triangular parcel may not be developable because any proposed development would incur significant infrastructure costs. Given that, it made more sense to him to include that parcel in with the current request so that the entire area could be redeveloped at the same time. Mr. Cecil said that even if that parcel were included in the current request and a zone of I-1 was approved, that did not guarantee approval of a Conditional Use Permit that would soon follow. Mr. Blanchard reminded planning commissioners that the only issue under current consideration was the rezone; the CUP request had not been submitted in conjunction with the rezone and could not be considered. Mr. Shaver concurred and cautioned planning commissioners against approving what would in essence be a "conditional zone." To do so, he said, would establish an expectation. Planning commissioners, he advised, should focus on deciding whether the rezone criteria had been met. Mr. Cecil added that the subject area had not been designated by the Growth Plan as a commercial node.

Commissioner Putnam remarked that the Planning Commission could not consider the economics of a development proposal when making a determination. It appeared to him that more rezone criteria had not been met than had been satisfied.

Commissioner Binder agreed that the area was prime for commercial development; however, the Growth Plan attempted to limit retail to specific areas. Extending retail out so far beyond the Mesa Mall area would result in a long drive for the consumer, effectively representing "commercial sprawl." It sounded like street improvements would be required anyway, regardless of what kind of

development was put on the site. She concurred with staff that not enough of the criteria had been met to support the rezone.

Commissioner Blosser said that because commercially-zoned properties already existed in this area, it was likely that commercial would eventually extend to the subject area. He agreed with the petitioner that heavy industrial uses along a major corridor would not add to the corridor's aesthetics. For these reasons, he tended to support the request.

Commissioner Evans said that industrial uses typically paid higher wages to its employees than did retail uses. Given the access concerns and the property's suitability for heavy industrial uses, he felt that the site's current I-2 zoning should be retained.

Vice-Chairman Dibble agreed that the request failed to meet a number of rezoning criteria, regardless of what may or may not be located on the site in the future.

MOTION: (Commissioner Binder) "Mr. Chairman, on Zone Amendment RZ-2001-227 (Midwest Commercial Park), I move that we forward a recommendation of approval of the Zone Amendment to the City Council with the findings that the proposed rezoning is consistent with the goals and policies of the Growth Plan and section 2.6 of the Zoning and Development Code."

Commissioner Putnam seconded the motion. A vote was called and the motion failed by a vote of 1-4, with Commissioner Blosser supporting the motion.

With no further business to discuss, the meeting was adjourned at 9:38 P.M.

Jeffrey K. Williams
P.O. Box 2404
Grand Junction, CO. 81502

Telephone: 970-263-0900
Cellular: 970-201-2200
e-mail: Airstar@acsol.net

January 22, 2002

City of Grand Junction
Community Development Department
Attention: Pat Cecil
250 N 5th Street
Grand Junction, CO. 81501

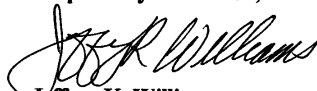
APPEAL TO THE CITY COUNCIL

FILE # RZ-2001-227
LOCATION: 2295 Hwy 6 & 50
PETITIONER: Prime Investments, Ltd. - Jack Terhar
PETITIONER'S ADDRESS/TELEPHONE: 1371 Aspen Street
Broomfield, CO. 80020
(760) 321-6319
PETITIONER'S REPRESENTATIVE: Jeffrey K. Williams
201-2200
STAFF REPRESENTATIVE: Pat Cecil

We respectfully submit our re-zone request, for an appeal to the City Counsel of Grand Junction. We believe that all criteria was adequately addressed in the petitioner's presentation to the Planning Commission.

Petitioner also believes that the evidence of land use compatibility, and public safety warrant a review by the City Council.

Respectfully Submitted,


Jeffrey K. Williams
Petitioner's Representative

December 18, 2001

Community Development Department
City of Grand Junction
250 N 5th Street
Grand Junction, CO. 81501

NOTICE OF APPEAL
REZONE MIDWEST COMMERCIAL SUBDIVISION
RZ-2001-227

CITY OF GRAND JUNCTION
PLANNING COMMISSION

This is formal notice of Prime Investments, Ltd. Appeal of the denial of the proposed Re-Zone of the Midwest Commercial Subdivision to I-1. The decision of the Commission was determined by the advice of the Assistant City Attorney. The applicant showed evidence of all Rezone General Criteria 2.6.A:

- 1.) The Re-zone is compatible.
- 2.) The Re-Zone does not create adverse impacts to surrounding properties.
- 3.) The proposal conforms to the goals & policies of the "Growth Plan".
- 4.) The Community will benefit from this proposal.

The main factor in this Appeal, is the disregard for the error in the current zoning. The I-2 Zoning is an island on the highway 6 & 50 frontage surrounded by C-2 zoning. The Planning Commission also disregarded the factors of access, collaborated by the Colorado Department of Transportation.

Respectfully,



Jeffrey K. Williams
Representative

John A. Terhar, Prime Investments, Ltd.

Jeff Over (developer)

RECEIVED
DEC 18 2001
COMMUNITY DEVELOPMENT
DEPT.

**CITY COUNCIL AGENDA
 CITY OF GRAND JUNCTION**

<u>CITY COUNCIL</u>		
<u>Subject:</u>	<u>ANX-2000-158, Webb Crane</u>	
<u>Meeting Date:</u>	<u>February 6, 2002</u>	
<u>Date Prepared:</u>	<u>January 28, 2002</u>	
Author:	<u>Pat Cecil</u>	<u>Development Service Supervisor</u>
Presenter Name:	Pat Cecil	Development Services Supervisor
	<u>Workshop</u>	<u>Formal Agenda</u>

Subject: First reading of the ordinance for a zone of annexation.

Summary: Request for approval of the zone of annexation for approximately 20 acres from County Planned Commercial (PC) and AFT(Agricultural Forestry Transitional) to City PD (Planned Development) zone district. The site was annexed on February 16, 2000.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: First reading of the ordinance and scheduling the second reading and public hearing for February 20, 2002.

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

Report results back to Council:					When:
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Placement on Agenda:		Consent		Indiv. Consideration		Workshop
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CITY OF GRAND JUNCTION
2002
CITY COUNCIL

MEETING DATE: February 6,

STAFF PRESENTATION: Pat Cecil

AGENDA TOPIC: Zone of Annexation, ANX-2000-158, Webb Crane

SUMMARY: Request for approval of the zone of annexation for approximately 20 acres from County Planned Commercial (PC) and AFT(Agricultural Forestry Transitional) to City PD (Planned Development) zone district.

ACTION REQUESTED: First reading of the ordinance.

BACKGROUND INFORMATION		
Location:	761 23 ½ Road	
Applicants:	Webb Crane, Inc. – Kevin Williams Representative- Development Concepts, Mike Joyce	
Existing Land Use:	Existing crane business with an existing residential use.	
Proposed Land Use:	Same with the addition of two more residences.	
Surrounding Land Use:	North	Agricultural land with a residence.
	South	I-70 with commercial/industrial land south of the highway.
	East	Commercial/industrial uses and rural residential uses.
	West	Commercial/industrial uses and rural residential uses.
Existing Zoning:	There is no City zoning currently designated for the site.	
Proposed Zoning:	Planned Development	
Surrounding Zoning:	North	RSF-R (County)

	South	Light Industrial & Mixed Use (City) and C-2 (County).		
	East	Planned Commercial (County) and RSF-R (County).		
	West	Planned Commercial (County) and RSF-R (County).		
Growth Plan Designation:		Commercial/Industrial		
Zoning within density range? N/A		Yes		No

Background: On February 16, 2000, the subject site was annexed into the City and a Growth Plan Amendment approved changing the land use designation from Residential Estate and Commercial to the Commercial/Industrial designation. No City zoning was established at the time of annexation due to the petitioner expressing a desire to apply for a Planned Development (PD) zoning. The County zoning prior to annexation was Planned Commercial (PC) and AFT (Agricultural Forestry Transitional).

The petitioner has subsequently applied for a Planned Development zone district and has been working with City staff to resolve several issues associated with the site.

The purpose of the Planned Development zoning is to permit a mixture of uses on the project site. In addition to the existing commercial crane business, the petitioner is requested approval to add two dwelling units (there is one existing) to the project site. This request is being made in fulfillment of a commitment made at the time of the Growth Plan amendment hearing. At that time, the petitioner stated that he would place two additional dwelling units adjacent to the 23 ½ Road frontage to act as a buffer between the crane operation and residentially zoned properties located on the east side of 23 ½ Road.

Standards have been incorporated into the PD ordinance which have been designed to reduce impacts to adjacent properties, be consistent with the preliminary plan and the Zoning and Development Code.

Issues: Two letters have been received after the Planning Commission review of the zoning. The letters express concern regarding the timing of

the construction of the proposed berms, the height of the berms, the length of the berms and the type of residential dwellings (modular vs stick built) being supplied and the timing of the completion of the construction of those units.

The Planning Commission at the January 15, 2002 public hearing, limited the height and length of berm construction to that as shown on Exhibit "A-1". The Commission also gave the petitioner 18 months to complete the construction of the berms and proposed residences to be measured from final Council action of the zoning. The Commission did discuss the issue of stick built housing vs manufactured or modular housing. According to the Zoning and Development Code and State law, a modular or manufactured residence on a permanent foundation is equivalent to a "stick built" residence.

At the Planning Commission meeting of January 18, 2000, regarding the Growth Plan Amendment, the petitioner's representative stated when asked about buffering along the north property line that "Berms and trees would be constructed, with "lay down" equipment stored more along this boundary." In addition, At the February 16, 2000 City Council meeting on the Annexation and Growth Plan Amendment, the petitioner's representative stated to the Council that "They are going to put some residential units on 23 1/2 Road and provide a berm and buffering to protect the integrity of the area". Copies of the applicable minutes are attached to the staff report.

On January 28, 2002, staff met with the petitioner, his representative and the Pennington's (adjacent property owners, see letter attached to staff report) to discuss issues associated with the timing of improvements. It is anticipated that staff will recommend some changes to the PD ordinance at the February 20th Council meeting as a result of that meeting.

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

The existing zoning was in error at the time of adoption;

The City has not adopted zoning for site at this point. Previous County zoning showed the southeast corner of the site in a Planned Commercial zone with Agricultural Forestry transition for the remainder. At the time of annexation, the city Council amended the Future Land Use Map for the site to place it all in a Commercial/Industrial designation.

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, ect.;

There has been a change due to the change in the Future Land Use Map designation to Commercial/Industrial as part of the annexation.

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 nuisances;

The proposed zoning is consistent with adjacent County zoning.

The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;

The proposal conforms to the Future Land Use Map designation for the site.

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

There are adequate public facilities serving the project site.

6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and

The Future Land Use Map was amended at the time of annexation to accommodate the proposed rezoning. The City Council at that time felt that adequate land zone properly was not available for the use.

The community or neighborhood will benefit from the proposed zone.

The Community and the neighborhood will benefit from the use since the site will be brought up to current standards for buffering, screening and landscaping.

The petitioners responses to the criteria are contained in the General Project Report (15 pages) attached to the staff report. It appears that there is adequate justification for the proposed PD zoning for the property according to the requirements of the Zoning and Development Code.

Access/Streets: The project site has access from 23 ½ Road and from the Interstate 70 frontage road.

PLANNING COMMISSION RECOMMENDATION: That the City Council approve of the requested zoning, finding the zoning to be Planned

Development (PD) zone district to be consistent with the Growth Plan and Sections 2.6 and 2.12 of the Zoning and Development Code.

Attachments:

PD Ordinance

Location Map

Preliminary Plan

Portion of Exhibit "A-1"

General Project Report

Minute excerpt PC 1/18/00

Minute excerpt CC 2/16/00

Letter of concern with attached hearing information from 2000.

Letter of concern

CITY OF GRAND JUNCTION, COLORADO
Ordinance No. _____
ZONING APPROXIMATELY 20 ACRES OF LAND LOCATED
AT 761 23 ½ ROAD

Recitals.

A rezone from the County Planned Commercial (PC) and the Agricultural Forestry Transitional (AFT) districts to the Planned Development (PD) district has been requested for the properties located 761 23 ½ Road for purposes of developing a project consisting of commercial and residential components. The City Council finds that the request meets the goals and policies and future land use 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.

The Grand Junction Planning Commission, at its January 15, 2002 hearing, recommended approval of the rezone request from the County Planned Commercial (PC) and Agricultural Forestry Transitional (AFT) zone districts to the Planned Development (PD) zone district.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCELS DESCRIBED BELOW ARE HEREBY ZONED TO THE PLANNED DEVELOPMENT (PD) ZONE DISTRICT:

Parcel #1:

That part of the S ½ SE ¼ NW ¼ Section 32, Township 1 North, Range 1 West of the Ute Meridian lying North of the right-of-way for Highway I-70,

Except Beginning at the Northeast Corner of said S ½ SE ¼ NW ¼, Section 32 which is South 00°02'00" East 1981.39 feet from the North Quarter Corner of said Section 32, thence South 00°02'00" East 349.71 feet along the East line of said S ½ SE ¼ NW ¼ to the North right of way of Interstate 70; thence along said North right of way North 89°45'32" West 20.00 feet, thence South 45° 06' 14" West 70.54 feet, thence North 89°45'30" West 390.85 feet, thence North 00°02'00" West 396.97 feet to a point on the North line of said S ½ SE ¼ NW ¼, thence North 89° 54'04" East 460.85 feet along the North line of said S ½ SE ¼ NW ¼ to the point of beginning,

ALSO EXEPT the West 5 acres of the S ½ SE ¼ NW ¼ of Section 32, Township 1 North, Range 1 West, Ute Meridian lying North of the Interstate Highway 70 right of way line, and being more specifically described as follows:

Beginning at a point which bears South 00°02' East 1981.39 feet and South 89°54'04" West 766.45 feet from the N ¼ corner of Section 32, Township 1 North, Range 1 West, Ute Meridian, and considering the East line of the NW ¼ of said Section 32 to bear South 00°02' East with other bearings contained relative thereto, thence South 00°02'42" East 395.16 feet to a point on the North right of way line of Interstate Highway 70, thence along said right of way line North 89°45' 30" West 553.49 feet to a point on the West line of the S ½ SE ¼ NW ¼ of said Section 32, thence along said West line North 00°02'42" West 391.86 feet to a point on the North line of the S ½ SE ¼ NW ¼ of said Section 32, thence along said North line North 89°54'04" East 553.48 feet to the point of beginning, Mesa County, Colorado AP 2701-322-00-084.

Parcel #2:

Lot 1 in Williamsen Subdivision, Mesa County, Colorado AP 2701-322-05-001

Parcel #3:

The South 441.75 feet of the N ½ SE ¼ NW ¼ of section 32, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado AP 2701-322-00-069

Uses Permitted:

On the portion of the project area designated for the commercial activity on the Final Plan, the following uses are permitted:

Office, vehicle maintenance, indoor and outdoor storage and assembly uses associated with the operation of a crane business operation.

The northerly 50 feet of the area designated on the Final Plan as "Restrictive storage" shall contain no outdoor storage that exceeds 25 feet in height.

On the portion of the project area designated for Single Family Residential on the Final Plan, the following uses are permitted:

An existing single family residence.

Two additional single family residences to be constructed within 18 months of the approval of the final plan for the PD zone district.

Bulk Standards:

On the portion of the project area designated for the commercial activity on the Final Plan, the Dimensional Standards of the Light Industrial (I-1) zone district apply.

On the portion of the project area designated for Single Family Residential on the Final Plan, the Dimensional Standards of the Residential Single Family-2 (RSF-2) zone district apply.

General Development Standards:

A 14 foot multi-purpose easement shall be dedicated to the City of Grand Junction along the public road frontages at the time of approval of the Final Plan.

An off-site easement for the 8 inch PVC connection from the proposed detention pond to the existing manhole to the south shall be procured prior to approval of the Final Plan.

Specific Development Standards:

On the portion of the project area designated for the commercial activity on the Final Plan, the following improvements shall shown on the Final Plan and be constructed either at the time of Final Plan approval or within the designated time frames:

A landscaped and irrigated earth berm, a minimum of three feet in height per Exhibit "A-1" shall be constructed within 18 months of Council action on the zone amendment.

Landscaping and irrigation along the Interstate 70 Frontage Road and along 23 ½ Road that complies with the standards of Section 6.5 of the Zoning and Development Code. Landscaping shall include all unused portions of the road right-of-ways within 180 days of approval of the Final Plan.

Parking lot improvements for the office and vehicle maintenance use shall comply with Section 6.6 Of the Zoning and Development Code and the provisions of the TEDS Manual within 180 days of approval of the Final Plan.

All internal driveways shall be surfaced with compacted heavy base rock (not gravel) and maintained in dust free condition within 180 days of approval of the Final Plan.

Driveway encroachment for the storage area shall be swept periodically to keep base rock from being tracked onto the road right-of-way.

All existing and future outdoor lighting shall be shielded to prevent fugitive light from encroaching on adjacent properties or the public right-of-ways.

At time of Final Plan, the final drainage report must detail the outlet design. Such design must account for the head of water that will be present in the storm drain system accepting the site runoff during the 100-year event. It may be necessary to generate a HGL profile of the downstream system.

The final drainage report states that "any (pond) configuration is satisfactory, as long as the total volume available equals or exceeds the required storage volume." This is not accurate. The depth of the pond and the resulting head of water must be used to design the outlet structure. Therefore, it is important that the dimensions of the pond be specifically designated. This shall be addressed at time of Final Plan. A screening fence shall be supplied along the property perimeter where the storage area use abuts residentially used properties and along the Interstate Highway 70 Frontage Road portion of the storage area.

INTRODUCED for FIRST READING and PUBLICATION this 6th day of February, 2002.

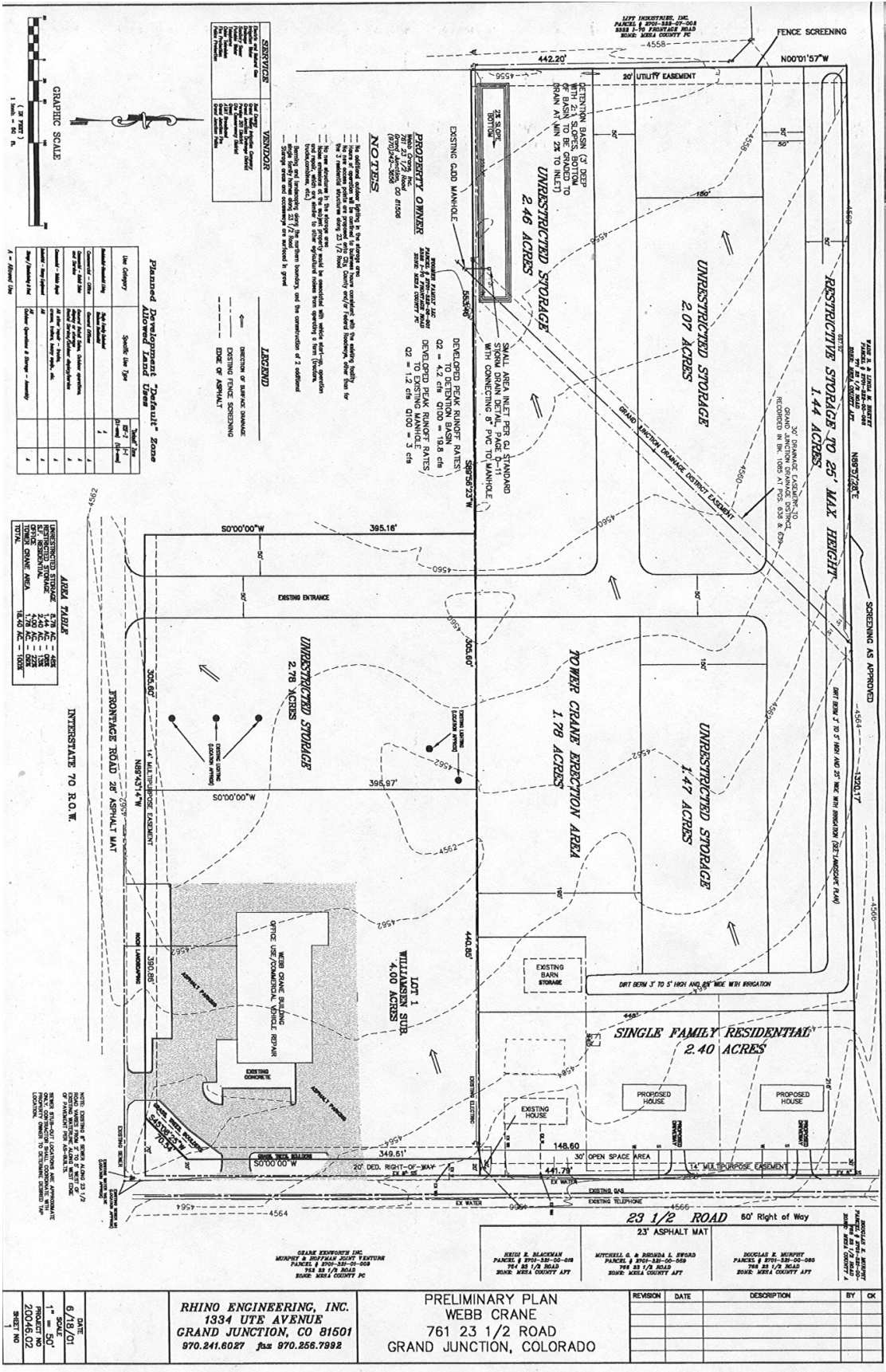
PASSED on SECOND READING this day of , 2002.

ATTEST:

City Clerk

President of Council





Planned Development "Zoned" Zones

Use Category	Symbol	Zone	Area (Acres)
Industrial	[Symbol]	IND-1	1.46
Commercial	[Symbol]	COM-1	1.44
Residential	[Symbol]	RES-1	2.40
Open Space	[Symbol]	OS-1	2.78
Other	[Symbol]	Other	4.00

SERVICES

WATER

SEWER

ELECTRICITY

TELEPHONE

CABLE TV

LEGEND

--- DIRECTION OF SERVICE CHANGE

--- EXISTING FENCE SCREENING

--- EXISTING OR APPLICABLE

NOTES

1. All dimensions in this drawing are in feet and inches.

2. All bearings are given in degrees, minutes and seconds.

3. All distances are given in feet and inches.

4. All areas are given in acres.

5. All structures are shown in their existing condition.

6. All structures are shown in their proposed condition.

7. All structures are shown in their existing and proposed condition.

8. All structures are shown in their existing and proposed condition.

9. All structures are shown in their existing and proposed condition.

10. All structures are shown in their existing and proposed condition.

AREA TABLE

Zone	Area (Acres)
Industrial	1.46
Commercial	1.44
Residential	2.40
Open Space	2.78
Other	4.00
TOTAL	12.08

NOTE: EXISTING 2" BORE ALUMINUM 2 1/2" DIA. PIPE WITH 1" DIA. BOLT AND NUT AND WASHER. ALL DIMENSIONS ARE IN FEET AND INCHES. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

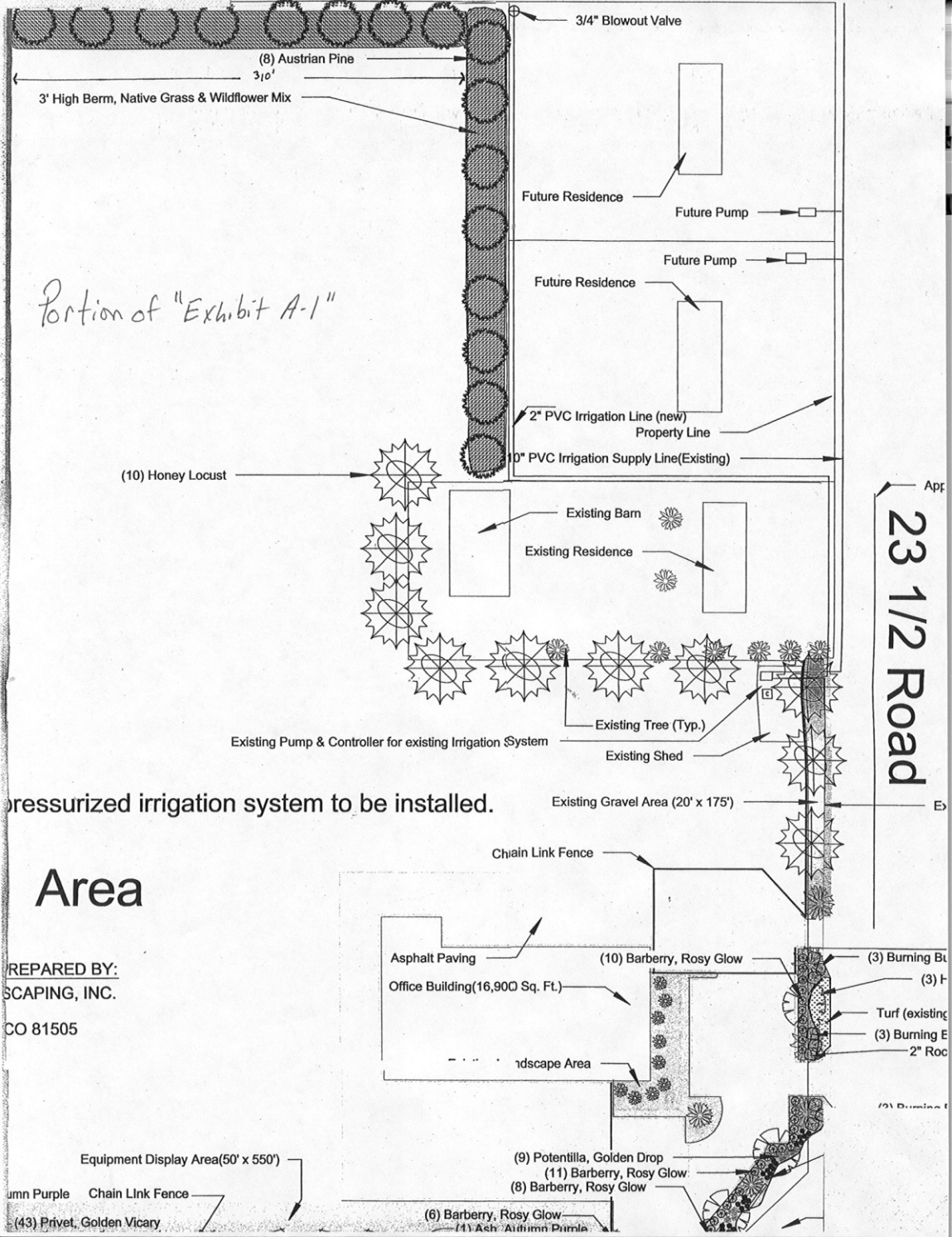
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RHINO ENGINEERING, INC.
 1334 UTE AVENUE
 GRAND JUNCTION, CO 81501
 970.241.8027 fax 970.256.7992

PRELIMINARY PLAN
WEBB CRANE
 761 23 1/2 ROAD
 GRAND JUNCTION, COLORADO

REVISION	DATE	DESCRIPTION	BY	CK



Development Concepts, Inc.
Planning and Development Services

2764 Compass Drive
Office - 970 - 255-1131
Suite 217-1
Fax - 970 - 255-1159
Grand Junction, CO 81506
e-mail - yobubba @ gjct.net

Webb Crane Service, Inc.

General Project Report
Zone of Annexation to Planned Development (PD)
&
Preliminary Development Plan (PDP)

Parcels # 2701-322-00-069 & 2701-322-05-002
Petitioner: Webb Crane Service, Inc.

Submittal Date:
August 30, 2000
Project Description

This application proposes the Zone of Annexation to the Planned Development (PD) and Preliminary Development Plan (PDP) for a 20-acre parcel annexed by the City of Grand Junction on February 16, 2000 (Attachment 1 - Assessor's Map). The current use of property is for Webb Crane Service's offices, shop, and parking and storage of specialized lifting equipment. Typical equipment stored on the subject property includes multiple axle cranes, crane boom extensions and support vehicles, forklifts, flatbeds and tractors. The proposed PD zone will allow the existing land-uses to continue and also add the use of Residential along the 23½ Road frontage of Webb Cranes' property.

The subject property is located in the urbanizing area of the *Mesa Countywide Land Use Plan* (a.k.a.- *Growth Plan*). A *Growth Plan* and the *North Central Valley Plan* amendment to Commercial/Industrial was also approved by the City Council on February 16, 2000. The western property boundary is developed by Lift Industries; the I-70 Frontage Road and I-70 abut the southern property boundary; and, 23½ Road and Kenworth Truck Services are developed to the east.

Surrounding Land Use/Zoning

LAND USE - The following Land-uses surround the subject property:

2. North - Unsubdivided parcels used for single family homes with accessory agricultural uses
3. South - I-70 and, planned heavy commercial and light industrial uses
4. East - 23½ Road and the Kenworth Trucking Facility
5. West - Triune Mining Supply

Development Concepts - Where Concepts Become Real

ZONING - The subject property was zoned Planned Commercial (PC) and Agricultural Forestry Transitional (AFT) by Mesa County. Zoning in the surrounding area is comprised of Mesa County Planned Commercial (PC) and Agricultural Forestry Transitional (AFT) zoning along the north side of the Frontage Road and City of Grand Junction Planned Commercial lands on the south side of Interstate 70. Within a ½ mile radius of the subject property, properties are zoned by Mesa County and the City of Grand Junction as:

6. North - AFT
7. South - AFT, PUD
8. East - PC, PUD
9. West - AFT, PC

Planned Commercial, Industrial and Commercial/Industrial zoning and land use dominates this area of unincorporated Mesa County, and recently annexed City of Grand Junction lands, filling in the area bounded roughly by 23 Road to the west, 24 Road to the east, Interstate 70 to the south and the G½ Road line north. The general area's zoning and land use in place takes advantage of a location removed from populated areas, but within the realm of excellent state and federal transportation opportunities and facilities.

Growth Plan Land-Use Designation

The subject properties are located in the urbanizing area of the *Mesa Countywide Land Use Plan*, also known as the *City of Grand Junction Urban Growth Plan* and the *North Central Valley Plan* area, adopted (Resolution 38-98) by the City of Grand Junction on June 3, 1998. Table 1 indicates the Land-use, Intensity and Typical Uses approved with the *Growth Plan* and the *North Central Valley Plan* amendment.

Table 1
 Growth Plan Future Land-use Category
 Approved for Webb Crane Services

Land Use		Intensity	Typical Uses
Urban	Commercial/Industrial	Urban – intensity based on location/services	Heavy Commercial, offices and light industrial uses with outdoor storage, but no outdoor operations other than sales (e.g., office/warehouse uses, auto sales, auto repair shops, limber yards, light manufacturing). Some yard operations may be permitted through the planned development process where adequate screening and buffering can be provided to ensure compatibility with existing and planned development in the vicinity of proposed uses. Residential uses are not appropriate.

Source: City of Grand Junction *Growth Plan* (1996)

Zone of Annexation to Planned Development (PD)

If the property has no approved PDP, rezoning of the property to planned development must occur simultaneously with preliminary development plan review. The purpose of the process is to answer the question, “Should this use, with this specific density, designed in this particular manner, be constructed on this site?”

In designing the PDP, the *Code* allows the applicant the option of proposing either a Site Development Plan or a Subdivision Plan as provided in Chapter Five. The applicant has chosen to present a Site Development Plan with this application (Attachment 2 - Preliminary Development Plan [PDP]).

Zone of Annexation to Planned Development and Preliminary Development Plan (PDP) Review Criteria

Section 2.12.C.2. , Preliminary Development Plan (PDP) for a Planned Development, provides the approval criteria to be used in a review of the PDP. An PDP application must demonstrate conformance with all of the following:

10. The ODP review criteria in Section 2.12.B;

2.12.B.2.a. The Growth Plan, major street plan, and other adopted plans and policies;

A Growth Plan and the North Central Valley Plan amendment to Commercial/Industrial was approved by the City Council on February 16, 2000. The approved Growth Plan amendment was also shown to **MEET** various goals and policies of the Plan, which are as follows:

Goal 4 - To coordinate the timing, location and intensity of growth with the provision of adequate public facilities

Policy 4.74 - The city and county will ensure that water and sanitary sewer systems are designed and constructed with adequate capacity to serve the proposed development. *All utility providers have indicated that adequate capacity is available for water and other utilities.*

Goal 5 - Efficient Use of Investments in Streets, Utilities and other Public Facilities

Policy 5.2 - Encourage development that uses existing facilities and is compatible with surrounding development - All urban services are available to the property and the Growth Plan Amendment was found to be compatible with the surrounding area with adequate landscaping and buffering.

Goal 9 - To recognize and preserve valued distinctions between different areas within the community.

Policy 9.2 - The city and county will encourage neighborhood designs which promote neighborhood stability and security. The Growth Plan amendment was approved due to increased demand for Webb Crane's services. The PD zoning will allow the implementation of the Growth Plan amendment. The location of the Webb Crane facility allows their business to have excellent access to main transportation corridors. The location also causes concerns for the expansion of such uses. Due to the abutting western property being developed; the 1-70 frontage road to the south; and, 23½ Road to the east, the only option available is

to expand Webb Crane to the north. Webb Crane has provided buffering/screening in the past and will provide additional buffering/screening for the expanded site. Limiting truck/crane traffic to the frontage road further limits impacts to residential uses along 23½ Road. In this manner, neighborhood compatibility and stability will continue to occur.

Goal 11 - Promote stable neighborhoods and land use compatibility throughout the neighborhood

Policy 11.1 - Promote compatibility between adjacent land uses, addressing traffic, noise, lighting, height/bulk ...

Goal 15 - Housing - To achieve a mix of compatible housing types and densities dispersed throughout the community.

Policy 15.1 - The city and the county will encourage the development of residential projects that compatibly integrate a mix of housing types and densities with desired amenities.

The development pattern of the area is more commercial/industrial than agricultural or residential in its impacts to the surrounding area. By providing homes along 23½ Road as a buffer to the existing homes in the neighborhood, the Zone of Annexation and PDP **MEETS** Goals 11 and 15 of the Growth Plan.

Goal 22 - To preserve agricultural land

The Growth Plan amendment is taking place in the Urbanizing Area of Mesa County designated for urban development. No prime farm ground outside the urbanizing area is proposed to be taken out of production.

Goal 24 - To develop and maintain a street system which effectively moves traffic throughout the community

Webb Crane, as well as the other similar land-uses along the frontage road, must have controlled access points to mitigate possible transportation impacts. With its direct access to I-70, from 24 Road, and the only frontage road available from 23 to 24 Road, the continued development and expansion of this area is apparent. Webb Crane will continue only to use the I-70 Frontage Road, not the 23½ Road access, for the movement of heavy equipment. The only access required along 23½ Road will be for the 3 residential homes to be developed on the Webb Crane property. Due to the amount of heavy equipment traffic, from not only Webb Crane, but Kenworth, Honnon Equipment, and Lift Industries, the continued commercial/industrial nature of the frontage road **MEETS** Goal 24 by providing a street system which effectively moves traffic.

Overall, the Zone of Annexation to Planned Development (PD) and the PDP **MEET** the numerous goals, and the Land-Use Plan map of the *Growth Plan*.

North Central Valley Plan

The proposed subdivision meets various goals and policies of the *North Central Valley Plan*, which are as follows:

LAND USE/GROWTH MANAGEMENT GOALS

Encourage the conservation of agricultural and range lands capable of productive use.

Encourage future growth to locate in and around existing urban and rural communities.

Ensure that future development occurs in an orderly fashion, avoiding and minimizing noncontiguous, scattered development throughout the county.

AGRICULTURE POLICIES

New development should locate on land least suitable for productive agricultural use.

COMMUNITY IMAGE/CHARACTER GOALS

Promote stable neighborhoods and land use compatibility throughout the community.

Preserve agricultural lands.

Protect the citizens of Mesa County from the effects of manmade or natural hazards (geologic, avalanches, earthquakes, soils, flood plains, air pollution, odor, noise, wildfire).

Many of the goals and policies found in the *North Central Valley Plan* are found in the *Growth Plan*. The proposed Zone of Annexation to Planned Development (PD) **MEETS** the spirit and intent of the *North Central Valley Plan*.

2.12.B.2.b. The rezoning criteria provided in Section 2.6;

11. The existing zoning was in error at the time of adoption;

There may have been a mistake in the zoning by Mesa County of the existing Webb Crane facility, as it carries a dual zoning of Agricultural Forestry Transitional (AFT) and Planned Commercial (PC). The proposed expansion area was zoned AFT, with an approved Conditional Use Permit (CUP) for the storage of heavy equipment. The requested zone of annexation for the Webb Crane facility is Planned Development (PD) and PDP, with Commercial/Industrial/Residential land-uses.

12. 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.;

The character of the surrounding area has changed with the development of the Fellowship Church, the development of Honnan Equipment, and other proposed uses in the 24 Road corridor, and the I-70/24 Road exchange. The Fellowship Church is zoned Residential Single Family - Rural (RSF-5), which allows 1 dwelling unit per 5-acres. The *Growth Plan* and the *North Central Valley Plan* indicates the land-use for the church property as "Rural" and "Estate" residential. Although the land-use and zoning are designated as residential, the development of the church has had the impact of a commercial/industrial development to the surrounding area. The general area around the Webb Crane site is designated as Commercial, Commercial/Industrial and Rural development (*Growth Plan*); and, Non-residential and Estate development (*North Central Valley Plan*). No anticipated area for business growth of the existing commercial/industrial land-uses was accounted for in these Plans, until the Webb Crane *Growth Plan* amendment to Commercial/Industrial was approved by the City Council.

West of 23 Road is a platted subdivision, 23 Road Commercial Park. This subdivision was platted in the 1980s, with curb/gutter, waterlines and dry line sanitary sewer installed. This subdivision's *Growth Plan* Land Uses category is "Commercial/Industrial." West of 24 Road is the Fellowship Church. The property at the northeast corner of 24 Road and I-70 has been designated in the *North Central Valley Plan* as an area which:

"Allow highway service oriented commercial development at this major entrance to the Grand Junction area (e.g., hotel, automobile service station, restaurant, etc.). The City should adopt strict design guidelines to maintain the aesthetic appeal of this important interchange."

Both plans also designate several parcels for either rural and/or estate development along the I-70 frontage Road from 23 to 24 Road. The designation of these residential land use categories within a commercial and/or industrial area

existing prior to the adoption of these Plans seems to be in error. Due to frontage road only being available between 23 and 24 Road, the approval of the *Growth Plan* amendment to Commercial/Industrial indicated the continued development of the area has more potential for commercial/industrial land-uses than residential due to land cost.

The character and/or condition of the area has changed that the proposed Zone of Annexation and PDP **MEETS** this review criterion.

13. 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;

Expressed in terms of compatibility with the Webb Crane facility and the neighboring Kenworth and Appleton West facilities, this application **MEETS** the compatibility aspect of this criterion.

Measures to further mitigate the potential negative aspects of the installation have been proposed with this application, they include:

14. No additional outdoor lighting in the storage area
15. Hours of operation will be confined to business hours consistent with the existing facility
16. No new access points are proposed onto City, County and/or Federal Roadways, other than for the 3 residential structures along 23½ Road
17. No new structures in the storage area
18. Noise emissions at the subject property would be associated with vehicle start-up, operation and repair, which are similar to other agricultural noises from operating a farm (tractors, trucks, combines, etc.)
19. The construction of 2 additional single family homes along 23½ to act as a buffer for the existing residential structures along 23½ Road; Berming and landscaping behind the 3 homes on the Webb property; and, berming, fencing and/or landscaping, whichever is appropriate, along the northern boundary.
20. 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;

Please see Review Criterion 1 for compliance determination of this criterion.

21. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;

All public services are available to the subject property. This application proposes limited, if any, additional impacts on public services. Sanitary sewer is already available. Webb Crane is currently tapped into the Persigo 201 wastewater treatment system. Two additional sewer taps and water taps will be needed along 23½ Road for the 2 new residential structures. The proposed expanded storage area is considered a “dry area” since the storage area will not require additional sewer taps. The equipment storage is an extension of the existing Webb Crane Service facility, and as such, will be accessed internally from that operation. This application **MEETS** this criterion.

22. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and

Since the western property boundary is developed; the I-70 Frontage Road and I-70 are the southern property boundary; and, 23½ Road and Kenworth are developed to the east, the only option available to Webb Crane is to expand to the north. Webb Crane has been operating this facility at this location for many years.

Since the *Growth Plan* was completed in 1996, and the *North Central Valley Plan* in 1998, the valley has continued with strong economic and construction growth trends. In an October 27, 1999, “Preliminary Market Findings” for the 24 Road Corridor Area Plan, by Leland Consulting Group, indicates that the Grand Junction and unincorporated Mesa County areas will continue with strong economic and construction growth trends in all sectors – retail, office, industrial and residential.

The general area around the Webb Crane site is designated as Commercial, Commercial/ Industrial and Rural development (*Growth Plan*); and, Non-residential and Estate development (*North Central Valley Plan*). No anticipated area for business growth of the existing commercial/industrial land-uses was accounted for in these Plans, until the City Council approved Webb Crane’s *Growth Plan* amendment to Commercial/Industrial. Webb Crane, as well as the other commercial/industrial land-uses, have made substantial investment in their properties. For many of the existing businesses, to not be allowed the opportunity to expand and/or enhance their existing development is a wasteful use of the City’s, County’s and Company’s existing infrastructure.

As currently zoned, an adequate supply of suitably designated land does not exist in the I-70 Frontage Road area, between 23 and 24 Roads. Community wide, an

adequate supply of suitably designated land probably exists, but the moving of this facility to other properly designated property is not economically feasible. By the City Council approving Webb Crane's *Growth Plan* Amendment, the continuation of the historic commercial/industrial land-uses located along the frontage road of the I-70 corridor was preserved. The Zone of Annexation and PDP implements the *Growth Plan* amendment and allows this application to **MEETS** this review criterion.

23. The community or neighborhood will benefit from the proposed zone.

Since the *Growth Plan* was completed in 1996, and the *North Central Valley Plan* in 1998, the valley has continued with strong economic and construction growth trends. In an October 27, 1999, "Preliminary Market Findings" for the 24 Road Corridor Area Plan, by Leland Consulting Group, indicates that the Grand Junction and unincorporated Mesa County areas will continue the current growth in all sectors – retail, office, industrial and residential. The Market Context states the "Supply Conditions" state:

24. High levels of residential growth and speculative non-residential construction in western Colorado

25. Overall market stability in retail, office and industrial sectors, with falling vacancy rates (10% to 15%), steady absorption and increased rent inflation

Mesa County's population growth is taking place increasingly in the urbanizing areas, which surrounds Grand Junction. In 1980, 70 percent of the county's population lived in the city and surrounding urbanizing area. By 1990, this same area had captured 77 percent of the population.

Since the oil shale bust of the 1980s, Mesa County officials have diversified the economy away from an energy base economy (i.e. uranium and/or oil shale). The Mesa County Economic Development Council (MCEDC) has been successful in the recruitment of many new businesses and industries (i.e. Reynold's Polymer, Star Tech, 3D Enterprises, Johns-Mansville Insulation, etc.), which pay a living wage.

The "Preliminary Market Findings" for the *24 Road Corridor Area Plan*, determined that an increased demand for construction services will continue in the Mesa County area, as well as the western slope of Colorado and eastern Utah. This will allow the City and County to collect additional sales tax and property tax revenue. Sales tax revenue will be derived, not only from the sales and rental of Webb Crane's product line, but also from the construction of new residential and non-residential structures. The approval of Webb Crane's *Growth Plan* Amendment

enhances and increases the use of the City's, County's and federal investment in the utility infrastructure and transportation facilities.

The Zone of Annexation and PDP implements the *Growth Plan* amendment and allows this application to **MEETS** this review criterion.

2.12.B.2.c. The planned development requirements of Chapter Five;

The proposed Zone of Annexation for the property is Planned Development (PD). Section 5.1.A, Purpose of the Planned Development, of the 2000 *Zoning and Development Code* states that

"The planned development (PD) zone applies to mixed-use or unique single-use projects where design flexibility is desired and is not available through application of the standards established in Chapter Three. Planned development zoning should be used only when long-term community benefits, which may be achieved through high quality planned development, will be derived. "

Section 5.3.A, Uses Allowed, states

"At the time of zoning a parcel to PD, the City Council shall determine the allowed uses. Only uses consistent in type and density with the Growth Plan may be allowed within a PD. The type and density of allowed uses should generally be limited to uses allowed in the default zoning."

The *Growth Plan* was amended to Commercial/Industrial land-uses. The proposed default standards for this PD is a mix of Commercial/ Industrial/ Residential land uses, which falls under the jurisdiction of Sub-Section 2 of Section 5.4.D, Mixed Use Intensity.

Also see Review Criterion 2.12.B.2.i. for additional compliance determination of the PD zone's mix of land-uses and "Default"zone bulk requirements as required in Chapter 5 of the *Code*.

2.12.B.2.d. The applicable corridor guidelines and other overlay districts in Chapter Seven;

This criterion is **NOT APPLICABLE**, since the development does not fall under any of the applicable corridor or other overlay districts.

2.12.B.2.e. Adequate public services and facilities shall be provided concurrent with the projected impacts of the development;

All urban services are available to the site, and have sufficient capacity for the urban density allowed by the proposed Planned Development (PD) zone. The subject property is currently served by:

Public Service Company – Electric and Natural Gas
Grand Valley Irrigation Company – Irrigation Water
Grand Junction Drainage District – Drainage
Persigo 201 District – Sanitary Sewer
Ute Water District – Potable Water
Qwest (US West) -- Telephone
AT&T Cable Services – Cable Television
Grand Junction Fire Department – Fire Protection
Grand Junction Police Department – Police Protection

Webb Crane recently was served by the Persigo 201 sewer system and eliminated their septic system. This application proposes no addition of public services, as the heavy equipment storage area will be a "dry facility" with no new services required. New utility service taps will be needed for the 2 additional homes to be built on the property. The designated area for equipment storage is an extension of the existing Webb Crane Service facility, and as such will be accessed internally from that operation. The only access proposed to occur from 23½ Road is to the 3 residential structures, with no access to the storage area. This application **MEETS** this criterion.

2.12.B.2.f. Adequate circulation and access shall be provided to serve all development pods/areas to be developed;

Webb Crane, as well as the other similar land-uses along the frontage road, must have controlled access points to mitigate possible transportation impacts. With its direct access to I-70, from 24 Road, and the only frontage road available from 23 to 24 Road, the continued development and expansion of this area is apparent. Webb Crane will continue only to use the

I-70 Frontage Road, not the 23½ Road access, for the movement of heavy equipment. The only access required along 23½ Road will be for the 3 residential homes. Due to the amount of heavy equipment traffic, from not only Webb Crane, but Kenworth, Honnon Equipment, and Lift Industries, the continued commercial/industrial nature of the frontage road provides adequate circulation and access to serve all development pods/areas to be developed in the PD zone.

2.12.B.2.g. Appropriate screening and buffering of adjacent property and uses shall be provided;

Measures to further mitigate the potential negative aspects of the installation have been proposed with this application, and are shown on the PDP. They include:

26. No additional outdoor lighting in the storage area
27. Hours of operation will be confined to business hours consistent with the existing facility
28. No new access points are proposed onto City, County and/or Federal Roadways, other than for the 3 residential structures along 23½ Road
29. No new structures in the storage area
30. Noise emissions at the subject property would be associated with vehicle start-up, operation and repair, which are similar to other agricultural noises from operating a farm (tractors, trucks, combines, etc.)
31. The construction of 2 additional single family homes along 23½ to act as a buffer for the existing residential structures along 23½ Road; Berming and landscaping behind the 3 homes on the Webb property; and, berming, fencing and/or landscaping, whichever is appropriate, along the northern boundary. The type of berming, fencing and/or landscaping is to be determined if Webb Crane is successful in acquiring the property abutting their property to the north. If an agreement is reached with the City, this property could possibly be used as a regional detention basin. If this was to occur, then the need for more intensive buffering to the north would not be needed.

2.12.B.2.h. An appropriate range of density for the entire property or for each development pod/area to be developed;

See review of Criterion 2.12.B.2.i. for review of this criterion.

2.12.B.2.i. An appropriate set of “default” or minimum standards for the entire property or for each development pod/area to be developed;

Section 5.3.A, Uses Allowed, states

“At the time of zoning a parcel to PD, the City Council shall determine the allowed uses. Only uses consistent in type and density with the Growth Plan may be allowed within a PD. The type and density of allowed uses should generally be limited to uses allowed in the default zoning.”

The *Growth Plan* was amended to Commercial/Industrial land-uses. The proposed default standards for this PD is a mix of Commercial/Industrial/Residential land uses. According to Section 5.4.D, Mixed Use Intensity, the proposed development falls under the jurisdiction of Sub-Section 2, which states

“The maximum residential densities within mixed use developments designated for non-residential development in the *Growth Plan* shall not exceed twenty-four (24) dwelling units per acre, minus one (1) dwelling unit per 2,000 square feet of non-residential development or portion thereof. In such developments, residential uses shall not constitute more than seventy-five percent (75%) of total floor area.”

A majority of the subject property, 17.9-acres of the 20-acres, is proposed for a “Default” Zone of Light Industrial (I-1). For the remainder of the property, or the residential area or pod of the PD zone, the “Default” zone is proposed to be Residential Single Family 2 dwelling units to the acre (RSF-2). The amount of residential land-use proposed to be included in the PD zone is approximately 2.1-acres or 10.5% of the 20-acre subject property. This meets the requirements found in Section 5.4.D., which is the basis for an appropriate range of density for each development pod/area to be developed as required by Criterion 9.

The PD “Default” zone bulk requirements proposed for each land use is found in Table 2. The PD “Default” zone allowed uses proposed for PD zone is found in Table 3 and the location of the area or “pods” is shown on the PDP.

Table 2
Planned Development “Default” Zone
Bulk Zoning Standards

	Minimum Lot Size		Minimum Street Frontage (FT)	Minimum Setbacks (Principal/Accessory Buildings)				Maximum Lot Coverage (%)	Maximum FAR	Maximum Building Height (FT)
					Side (FT)	Front (FT)	Rear (FT)			
			50					0.40		

	Minimum Lot Size	Minimum Street Frontage (FT)	Minimum Setbacks (Principal/Accessory Buildings)	Maximum Lot Coverage (%)	Maximum FAR	Maximum Building Height (FT)
		30	15 / 3	30	for non-residential uses	35

	Minimum Lot Size	Minimum Street Frontage (FT)	Minimum Setbacks (Principal/Accessory Buildings)	Maximum Lot Coverage (%)	Maximum FAR	Maximum Building Height (FT)
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			ac			
			N/A	5 / 5	0 / 0	N/A
					2.00	40

Source: City of Grand Junction *Zoning and Development Code* (2000)

2.12.B.2.j. An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed; and

A majority of the site is already developed. It is anticipated that the construction of the 2 additional single family homes, berms/screening and expansion of the storage of the cranes will be completed in 18-months after approval of the Zone of Annexation and PDP and any other site planning requirement of the City of Grand Junction.

Table 3
Planned Development "Default" Zone
Allowed Land Uses

Use Category	Specific Use Type	"Default" Zone	
		R S F - 2 (2 . 1 - a c r e s)	I- 1 (1 7. 9- a c r e s)
Residential - Household Living	Single Family Detached Business Residential	A A	
Commercial - Office	General Offices		A

		"Deferral" Zone	
Commercial - Retail Sales and Service	General Retail Sales, Outdoor operations, display or storage Rental Service, Outdoor display/service		A A
Commercial - Vehicle Repair	All other repair - trucks, cranes, trailers, heavy equip., etc.		A
Industrial - Heavy Equipment Storage/ Manufacturing & Prod.	All Outdoor Operations & Storage - Assembly		A A

A = Allowed Use

Source: City of Grand Junction *Zoning and Development Code* (2000)

2.12.B.2.k. The property is at least twenty (20) acres in size.

The subject property contains 20-acres.

32. The applicable preliminary plat criteria in Section 2.8.B;
33. The Growth Plan, major street plan, Urban Trails Plan and other adopted plans;
34. The purposes of this Section 2.8.B;
35. The Subdivision standards (Section 6.7);
36. The Zoning standards (Chapter Three)
 - Other standards and requirements of this Code and other City policies and regulations;
 - Adequate public facilities and services will be available concurrent with the subdivision;
 - The project will have little or no adverse or negative impacts upon the natural or social environment;
 - Compatibility with existing and proposed development on adjacent properties;
37. Adjacent agricultural property and land uses will not be harmed;
38. Is not piecemeal development nor premature development of agricultural land or

- other unique areas;
- 39. There is adequate land to dedicate for provision of public services; and
- 40. This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities.

The proposed Zone of Annexation to PD and the PDP **MEET** the requirements of this review criterion.

- 41. The applicable site plan review criteria in Section 2.2.D.4.;
- (1) Adopted plans and policies, such as:
 - (A) The Growth Plan and any applicable corridor, special area or neighborhood plans; and
 - (B) The major street plan, trails plan and parks plan.
- (2) Conditions of any prior approvals.
- (3) Other code requirements, including:
 - (A) Rules of the zoning district;
 - (B) The Use-specific standards in Chapter Three;
 - (C) The design and improvement standards provided in Chapter Six; and
- (4) Quality site design practices, including:
 - 42. The site shall be organized harmoniously and efficiently in relation to topography, the size and type of the property affected, the character and site design of adjoining property, and the type and size of structures. The site shall be developed to accommodate future growth in the neighborhood.
 - 43. To the maximum degree practical, the native floral bushes, grasses and trees and other landscaping shall be preserved, by minimizing vegetation disturbance and soil removal and by other appropriate site construction planning techniques. Wind and water erosion shall be minimized through site design.
 - 44. Fences, walls and live screening shall be provided to protect the neighborhood and the future uses of the site from adverse effects such as undesirable views, lighting and noise.

The proposed Zone of Annexation to PD and the PDP **MEET** the requirements of this review criterion.

- 45. The approved ODP, if applicable;

This criterion is **NOT APPLICABLE**, since an ODP has not been adopted.

46. The approved PD rezoning ordinance, if adopted with an ODP;

This criterion is **NOT APPLICABLE**, since an ODP has not been adopted.

47. An appropriate, specific density for all areas included in the preliminary plan approval; and,

See review of Criterion 2.12.B.2.i. for review of this criterion.

48. The area of the plan is at least five (5) acres in size or as specified in an applicable approved ODP.

The subject property contains 20-acres.

Conclusion

This application for a 20-acre parcel proposes the Zone of Annexation to Planned Development (PD), and Preliminary Development Plan (PDP) to implement the Growth Plan amendment to Commercial/Industrial. The current use of property is for Webb Crane Service's offices, shop, and parking and storage of specialized lifting equipment. Typical equipment stored on the subject property includes multiple axle cranes, crane boom extensions and support vehicles, forklifts, flatbeds and tractors. The proposed PD zone and PDP also include the development of 2 additional single family homes, with the 1 existing home along the 23½ Road frontage. The proposed PD zone and PDP **MEET** the applicable sections of the *City of Grand Junction Zoning and Development Code (2000)*. This application also meets numerous goals

and policies and the revised Land-use Maps of the *City of Grand Junction Growth Plan* and the *North Central Valley Plan*. We respectfully request your approval of the Zone of Annexation to Planned Development (PD), and the Preliminary Development Plan (PDP) for Webb Crane Services.

Mr. Joyce said that the perception of AFT/RSF-R zoning was that those areas were suitable for agricultural uses; however, agricultural uses were often high impact and usually included dust, noise, odors and pesticides. He said that Webb Crane, by comparison, is very low impact. He felt that the request met Growth Plan amendment criteria, and he felt that the Growth Plan had underestimated the area's growth. As well, many facts had not been taken into account in development of the North Central Valley Plan. Other nearby parcels had also been designated commercial, which further evidenced the changing character of the area. He asked that consideration be given to allowing employee housing on site without restricting it to minimum 2-5 acre parcel sizes.

*Chairman Elmer asked for elaboration on the type of buffering proposed along the northern property line. Mr. Joyce said that berming and trees would be constructed, with "lay down" equipment stored more along this boundary.

Commissioner Nall asked how many units would be proposed for employee housing. Mr. Joyce said that one house existed now and two more would be added.

Commissioner Dibble asked staff to explain the difference between what had been allowed under the CUP and what would be allowed in a Planned Commercial zone. Ms. Portner and Mr. Shaver explained. Kevin Williams added that the current CUP only affected the northern 4.5 acres; a Planned Commercial zone would affect the entire property.

Commissioner Grout asked if any consideration had been given by the County Planning Commission to include the remaining property with the CUP request. Chairman Elmer said the County determined that the CUP for the 4 ½-acre parcel was only acceptable if there was a large buffer available. He referred to the CUP in the file.

When asked by Commissioner Dibble if there were additional CUP conditions the petitioner could live with to satisfy neighbor concerns, Kevin Williams said that no lighting of the site would be proposed. He reiterated that the only use requested for the property was storage.

STAFF'S PRESENTATION

Kathy Portner presented a background and history of the property and use. RSF-R does not allow the same range of uses that an AFT zone allows. Ms. Portner noted that the petitioner was requesting a delay on the zoning pending outcome of the Growth Plan Amendment. A straight commercial zone would not allow for the storage of heavy equipment, which had been the petitioner's main pursuit. Planning Commissioners needed to consider impacts along 23 ½; Road. A number of alternatives had been discussed

with the petitioner, which would not require approval of a Growth Plan Amendment. She agreed that the character of the Fellowship Church was more commercial, but churches of any size were allowed uses within residential zones. Staff did not support extending industrial uses to the north along the 23 ½ Road corridor; however, application of an estate designation for the eastern portion of the property was a possibility. Letters of opposition had been received by Wade and Linda Bretey (771 – 23 ½ Road, Grand Junction), Paul and Janice Early (776 – 23 ½ Road, Grand Junction), Marilyn Scott and Alan Pennington (782 – 23 7/10 Road, Grand Junction), Norma Pennington (780 – 23 7/10 Road, Grand Junction), Harold and Marjorie Widegren (778 23 ½ Road, Grand Junction) and Douglas Murphy (no address given). Staff did not feel that amendment criteria had been met and recommended denial of the Growth Plan Amendment request.

That motion was not considered in the Appleton Plan or the North Central Valley Plan which were developed later. The only way Webb Crane can continue is to expand their business. Webb Crane has been meeting with the neighborhood and talking about the impacts. He rescinded the application for the rezone to I-1. *They were going to put some residential units on 23 ½ Road and provide a berm and buffering to protect the integrity of the area. The neighborhood was in agreement. They found they can't put residential next to I-1 under the current Code. It is allowed in the new Code. The petitioner wants to withdraw and rethink the application. They have 90 days to zone. He said they will probably request a Planned Zone to insure buffers for the neighborhood. It will also allow Webb Crane to plan where certain pieces of equipment can be stored on the property.

Mr. Joyce then went through the Growth Plan Amendment criteria.

- (a) An error in the original plan such that the then facts, projects or trends that were reasonably foreseeable were not accounted for – There is no contemplation of additional residential. There may have been a mistake by not taking into account past decisions made by the County Commissioners when earlier plans were drafted. There is a need for a provision that existing businesses should be allowed to grow. Mr. Joyce felt it is time for an update of the Growth Plan which is now approximately five years old, as many changes have taken place over time.

Events subsequent to the adoption of the plan have invalidated the original premises and findings – There have been some significant changes in the area, a church has been constructed generating a traffic impact.

- (c) Character has changed enough to justify amendment – There is some expansion on other corners that make this more logical now than in that past.

Mr. Joyce asked Kevin Williams to talk about the physical plant and the cost to relocate.

Kevin Williams, Webb Crane Service, 761 23 ½ Road, said they have considered the option of relocating their facility to another area within the community, but it is more convenient being close to I-70 and having the frontage road configuration. A relocation would also be quite costly. The appraisal of the value of their Grand Junction property (including their 13 acres) was approximately \$1 million in 1999. They have a 40-acre parcel in Gypsum where they're trying to build another facility. The new facility will

cost approximately \$3 million minus the utilities that must be installed. Webb Crane employs approximately 60 people in the Grand Junction area with an average salary between \$13.75 and \$15.25. They house approximately \$10 to \$12 million dollars of equipment in Grand Junction. Mr. Williams felt they are a good neighbor by maintaining the character of the neighborhood with employee housing.

To Whom It May Concern:

Jan. 22, 2002

We are writing to voice our views on the Webb Crane Re-zoning.

We live at 776 23 1/2 Road, across the street and a little North of Webb Crane.

We were under the impression that if the re-zone was approved, Webb agreed to, and would be required to build a 6 foot tall berm along the entire North boundary and behind the two residences that they are proposing. Now with the new plan, Webb wants to berm only around the two residences that they own and the heck with the rest of the area. Granted it's a hay field today but it's not always going to be, I guarantee you that! If it isn't too late I would like to see Webb be held to the same standards as the rest of the neighborhood and be only ^{allowed} ~~allowed~~ to build one house, and make sure it is a stick built house and not a modular or trailer type that is moved in.

Also, we would like to see the house (or houses) and the berm be completed before the rest of the area is used. A 6 foot berm of fence (which they originally agreed to) would serve not only as a blind, but also as a noise deflector. You need to remember these guys are construction workers and when they are out there working and conversing they aren't talking about what was said at church last weekend.

Webb's gripe about the cost of the 6 foot berm should not be a factor at all. When you buy land as AFT and re-zone it to commercial or Industrial you have gained a huge amount of money.

Webb is proposing a 3 foot berm which would be of no value what so ever, might as well not build one at all. The 6 footer would serve as a sight, sound and as a set back, as they couldn't park right on the property line. The 6 footer would serve as a true buffer.

We ask that you take our concerns into consideration when you make your decision.

Very Truly Yours,

Paul Early Janice Early
Paul & Janice Early

RECEIVED

JAN 22 2002

COMMUNITY DEVELOPMENT
DEPT.

JANUARY 18, 2002

DEAR CITY COUNCIL MEMBERS:

THIS LETTER IS IN REGARDS TO WEBB CRANE PROJECT PORPOSAL #ANX-2000-158.

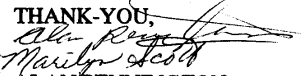
WE OWN RENTAL HOUSES ACROSS THE STREET FROM THIS WEBB CRANE PROPERTY.

AS PER PUBLIC HEARING, FEBURARY 16, 2000, FILE # ANX-1999-277 FOR WEBB CRANE, AN AGREEMENT WAS MADE BY MR. JOYCE, REPRESENTING WEBB CRANE, THAT WEBB CRANE HAD AGREED WITH THE NEIGHBORS TO CONSTRUCT THE HOUSES ON 23 1/2 ROAD AND PLACE THE BERMS PRIOR TO STORING ANY ADDITIONAL EQUIPMENT ON BACK PORTION OF PROPERTY. SEE ATTACHED MINUTES OF THIS MEETING WITH THIS AGREEMENT.

IF THE HOUSES AND BERMS ARE NOT DONE, IT WOULD CAUSE A PROBLEM RENTING OUR HOUSES AND WE FEEL IT WOULD ALSO HURT OUR PROPERTY VALUE.

THIS AGREEMENT WEBB CRANE MADE WITH THE NEIGHBORS MUST BE ENTERED INTO THEIR DEVELOPEMENT PERMIT, AND A TIME FRAME OF COMPLETION SHOULD BE 18 MONTHS.

IF THE AGREEMENT MADE BY WEBB CRANE CANNOT BE MET, THEN WE ARE AGAINST THEIR PLAN.

THANK-YOU,

ALAN PENNINGTON
MARILYN SCOTT
782-23 7/10 ROAD
GRAND JCT., CO 81505

RECEIVED

JAN 18 2002

COMMUNITY DEVELOPMENT
DEPT.

1 of 7

General Project Report

54

Webb Crane Services
Zone of Annexation to Planned Development & PDP
August 30, 2000

Staff presentation: Kathy Portner, Planning Manager

16. **Public Hearing - Growth Plan Amendment for Webb Crane Annexation, Located at 761 23 1/2 Road [File #ANX-1999-277]** **Attach 16**

The owners of the 24.75-acre Webb Crane Annexation are requesting to amend the Growth Plan for the northern portion of their property from Residential Estate (2 to 5 acres per unit) to Commercial/Industrial.

Resolution No. 22-00 – A Resolution Amending the Growth Plan of the City of Grand Junction (Webb Crane Annexation to Commercial/Industrial)

**Action: Adopt Resolution No. 22-00*

Staff presentation: Kathy Portner, Planning Manager

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

(2)

PUBLIC HEARING - WEBB CRANE ANNEXATION, LOCATED AT 761 23 1/2 ROAD
[FILE #ANX-1999-277]

The 24.75-acre Webb Crane Annexation area consists of three parcels of land. Owners of the property have signed a petition for annexation as part of their request for a Growth Plan Amendment for a portion of this property.

The public hearing was opened at 9:20 p.m.

Kathy Portner, Planning Manager, reviewed this item.

Cindy Enos-Martinez stated for the record she is a partner in Development Concepts, the developer for Webb Crane.

Kathy Portner reviewed this item. She stated the eligibility of the annexation of the Webb Crane property. Staff finds the application meets State requirements for annexation and recommends approval of the annexation. She noted the Webb Crane Annexation does create an enclave. She pointed out four properties to the south of I-70 that are not within the City limits. In annexing this property, those properties become enclaved and subject to the provisions of the Persigo Agreement that they be annexed within five years.

Councilmember Theobald noted that Council does not inadvertently create enclaves but due to the configuration of this parcel, an enclave is created.

Councilmember Terry urged that those in the enclave be notified. She suggested such notification come from the Council and Mayor, as well as copies to the Mesa County Commissioners.

There were no other comments. The hearing was closed at 9:26 p.m.

a. Resolution Accepting Petition

Resolution No. 21-00 – A Resolution Accepting Petitions for Annexation, Making Certain Findings, Determining that Property Known as Webb Crane Annexation, Including a Portion of the 23 1/2 Road and I-70 Right-of-Way, is Eligible for Annexation, Located at 761 23 1/2 Road

b. Annexation Ordinance

Ordinance No. 3237 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Webb Crane Annexation, Approximately 24.75 Acres, Including a Portion of the 23 1/2 Road and I-70 Right-of-Way, Located at 761 23 1/2 Road

City Attorney Wilson noted the name of Councilmember Enos-Martinez will not be called when voting on this item.

Upon motion by Councilmember Spehar, seconded by Councilmember Terry and carried by roll call vote, Resolution No. 21-00 was adopted and Ordinance No. 3237 was adopted on second reading and ordered published.

PUBLIC HEARING - GROWTH PLAN AMENDMENT FOR WEBB CRANE ANNEXATION, LOCATED AT 761 23 1/2 ROAD [FILE #ANX-1999-277]

The owners of the 24.75-acre Webb Crane Annexation are requesting to amend the Growth Plan for the northern portion of their property from Residential Estate (2 to 5 acres per unit) to Commercial/Industrial.

The public hearing opened at 9:27 p.m.

Mike Joyce, Development Concepts, 2764 Compass Drive, represented the petitioner and reviewed the history of this property. He also read the motion that rezoned this property by Mesa County back in the 80's. The motion stated that they recommend approval of the rezone to the Planning Commissioners subject to the review sheet comments subject to the following reasons:

The corridor between 23 and 24 Roads represents the only opportunity for the trucking industry to have an access on and off of I-70.

The planned commercial zone will provide the opportunity for the Planning Commission and Planning Department to mitigate any impacts on neighborhood uses.

The density of this area was established by placing of this interchange at that location long before the Colorado Kenworth application.

The proposal does not violate sound planning principles.

That motion was not considered in the Appleton Plan or the North Central Valley Plan which were developed later. The only way Webb Crane can continue is to expand their business. Webb Crane has been meeting with the neighborhood and talking about the impacts. He rescinded the application for the rezone to I-1. They were going to put some residential units on 23 1/2 Road and provide a berm and buffering to protect the integrity of the area. The neighborhood was in agreement. They found they can't put residential next to I-1 under the current Code. It is allowed in the new Code. The petitioner wants to withdraw and rethink the application. They have 90 days to zone. He said they will probably request a Planned Zone to insure buffers for the neighborhood. It will also allow Webb Crane to plan where certain pieces of equipment can be stored on the property.

Mr. Joyce then went through the Growth Plan Amendment criteria.

(a) An error in the original plan such that the then facts, projects or trends that were reasonably foreseeable were not accounted for – There is no contemplation of additional residential. There may have been a mistake by not taking into account past decisions made by the County Commissioners when earlier plans were drafted. There is a need for a provision that existing businesses should be allowed to grow. Mr. Joyce felt it is time for an update of the Growth Plan which is now approximately five years old, as many changes have taken place over time.

Events subsequent to the adoption of the plan have invalidated the original premises and findings – There have been some significant changes in the area, a church has been constructed generating a traffic impact.

(c) Character has changed enough to justify amendment – There is some expansion on other corners that make this more logical now than in that past.

Mr. Joyce asked Kevin Williams to talk about the physical plant and the cost to relocate.

Kevin Williams, Webb Crane Service, 761 23 ½ Road, said they have considered the option of relocating their facility to another area within the community, but it is more convenient being close to I-70 and having the frontage road configuration. A relocation would also be quite costly. The appraisal of the value of their Grand Junction property (including their 13 acres) was approximately \$1 million in 1999. They have a 40-acre parcel in Gypsum where they're trying to build another facility. The new facility will cost approximately \$3 million minus the utilities that must be installed. Webb Crane employs approximately 60 people in the Grand Junction area with an average salary between \$13.75 and \$15.25. They house approximately \$10 to \$12 million dollars of equipment in Grand Junction. Mr. Williams felt they are a good neighbor by maintaining the character of the neighborhood with employee housing.

Mr. Joyce met with the neighbors and came to a verbal agreement. Webb Crane has agreed to construct the houses on 23 ½ Road and place the berms prior to storing any additional equipment on the back portion of the property. Staff has brought up the issue that this property is an Estate area requiring two acre minimum lot sizes. They are planning on one acre sites, and they are not planning to plat separately. He feels they have mitigated the neighbor concerns.

We need to add this

Councilmember Theobald asked for clarification on the withdrawal of the zone request. Mr. Joyce said they are wanting to withdraw the zone of annexation only. During the 90-day period, they want to work with the City and the neighborhood so they can do what they want to do. They are requesting only the Growth Plan

Amendment tonight. A zone of annexation will come back to Council at a later date.

Councilmember Terry asked if Council approves the Growth Plan Amendment that takes the property to the commercial/industrial designation, will that give them the flexibility to do a planned zone in the future. Ms. Portner said yes.

Kathy Portner, Planning Manager, reviewed the options. She noted the red (Parcel #1) is designated as commercial. The green area (Parcel #2) is designated as estate (2-5 acres/unit). They have approval on a Conditional Use Permit on Parcel #2 for 4 ½ acres of the property. The south portion does not extend to 23 ½ Road. The approval of the CUP was for the storage of their equipment and required screening of that equipment. The County AFT zone allows a much broader range of uses than the City's equivalent zone of RSF-R. The City's RSF-R zone would make them non-conforming, although they would be allowed to continue to operate under the provisions of the County-approved CUP. If Webb Crane is annexed and given similar zones to what it has in the County, they could continue to operate, but would not be allowed to expand. She recommended a Growth Plan Amendment to a commercial/industrial designation. Staff does not support the designation for the northern Parcel #2. Staff has concerns with the compatibility of expanding further to the north with the surrounding area. Staff agrees the depth of the commercial designation to the west might warrant some of Parcel #2 being given that designation. The major concern is the 23 1/2 Road frontage. If Council considers amending the Growth Plan for any of Parcel #2, enough land should be left on 23 ½ Road as residential estate to meet the two-acre minimum lot size. The Planning Commission recommends approval of the proposed Growth Plan Amendment for Parcel #2, but gave specific direction to the applicant on what is expected with a zone of annexation. The Planning Commission wanted to see residential uses along 23 ½ Road and some good screening and buffering between those uses and the Webb Crane operation to the west. The Planning Commission was willing to entertain that under a Planned Zone district where it is a part of the plan and would not necessarily hold them to the estate designation of the two-acre lots.

Councilmember Theobald asked what Ms. Portner would envision for the depth back from 23 ½ Road if the Growth Plan designation were to be amended to come short of 23 ½ Road. Kathy Portner said the applicant has considered that and they would remain with approximately eight acres of Parcel #2 for future expansion. It won't give them the area they desire.

Councilmember Spehar said if the frontage is left as Estate, then Council is causing a conflict with the three units and screening. Ms. Portner concurred. They would need to come back with a plan that met the density of the Estate zoning, meaning two acres per parcel.

Councilmember Theobald asked if density is the primary factor, or the buffering for the neighborhood. Kathy Portner said both are key issues. She thought that once they have residential uses along 23 ½ Road on one acre lots, eventually they will want to sell those lots off. At that time, the estate designation would be reevaluated for a much larger area than just the lots on the 23 ½ Road frontage.

Councilmember Payne asked if the petitioner had said they would sign a statement saying that could not happen. Kathy Portner said they agreed they would come back with a planned zone where the homes would actually be under their ownership. It would have to come through the public hearing process. The Planning Commission was comfortable with the Growth Plan Amendment for the entire parcel knowing at the time the petitioner comes back with the zoning request, Planning Commission can consider the criteria for rezoning and determine the appropriateness of the proposal at that time. An option would be to not go ahead with the Growth Plan Amendment and suggest it come back with the request for zoning because then the plan is known.

City Attorney Wilson said creating lots has an advantage because the neighborhood knows what they have. Staff could not address internal circulation because it's one property. There is an advantage to subdividing. Kathy Portner did not see a great advantage. The homes on 23 ½ Road will have driveways to 23 ½ Road no matter what the ownership is. They are not proposing to have the business access onto 23 ½ Road. There will be no internal circulation.

Councilmember Terry asked if the issues stated in the other neighborhood letters, other than the Penningtons, were addressed. Mr. Joyce said most of the letters were generated after the Penningtons met with the neighborhood residents. Their main concern is the traffic on 23 ½ Road and the noise. Colorado Kenworth now generates a lot of noise with outside speakers. Webb Crane doesn't have the outside speakers. Another issue was the buffering to the north end of the property. They are looking at a regional detention basin in this area. Webb Crane has voluntarily restricted access onto 23 ½ Road to service vehicles. They only want to use 23 ½ Road for access to the residential structures.

There were no other comments. The hearing was closed at 10:01 p.m.

Resolution No. 22-00 – A Resolution Amending the Growth Plan of the City of Grand Junction (Webb Crane Annexation to Commercial/Industrial)

Upon motion by Councilmember Terry, seconded by Councilmember Payne and carried by roll call vote, Resolution No. 22-00 was adopted.

Attach 4

Gunn Annexation #1 and #2

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<u>CITY COUNCIL</u>		
<u>Subject:</u>	<u>Gunn Annexations #1 & 2</u>	
<u>Meeting Date:</u>	<u>February 6, 2002</u>	
<u>Date Prepared:</u>	<u>December 16, 2011</u>	
Author:	<u>Senta Costello</u>	<u>Associate Planner</u>
Presenter Name:	Senta Costello	Associate Planner
	<u>Workshop</u>	<u>Formal Agenda</u>

Subject: Annexation of the Gunn Annexations #1 & 2, #ANX-2002-014

Summary: Resolution for Referral of Petition to Annex/First reading of the annexation ordinance/Exercising land use jurisdiction immediately for the Gunn Annexations located at 2981 Gunnison Ave (#ANX-2002-014). The 0.688-acre Gunn Annexation consists of a serial annexation of one parcel of land.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: It is recommended that City Council approve the resolution for the referral of petition to annex, first reading of the annexation ordinance and exercise land use immediately for the Gunn Annexations #1 & 2 and set a hearing for March 20, 2002.

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

Report results back to Council:					When:
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Placement on Agenda:		Consent		Indiv. Consideration		Workshop
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BACKGROUND INFORMATION		
Location:	2981 Gunnison Ave	
Applicants:	Daniel Gunn	
Existing Land Use:	Vacant	
Proposed Land Use:	Generator Service Business	
Surrounding Land Use:	North	Grand Valley Sheet Metal
	South	Residential
	East	Storage
	West	Vacant
Existing Zoning:	County I-2	
Proposed Zoning:	City I-1	
Surrounding Zoning:	North	I-1
	South	I-2/RSF-R
	East	I-2
	West	I-2

Growth Plan Designation:	Commercial Industrial		
Zoning within density range?	<u>es</u>	<u>Y</u>	<u>No</u>

Staff Analysis:

ANNEXATION:

This annexation area consists of annexing 0.688 acres of land. Owners of the property have signed a petition for annexation as part of their request to construct a new building for their generator service business, pursuant to the 1998 Persigo agreement with Mesa County.

It is staff's professional opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Gunn Annexation #1 & 2 is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

GUNN ANNEXATIONS #1 & 2 SUMMARY	
File Number:	ANX-2002-014
Location:	2981 Gunnison Ave
Tax ID Number:	2943-171-07-004
Parcels:	1
Estimated Population:	0
# of Parcels (owner occupied):	1
# of Dwelling Units:	0

Acres land annexed:		.688 acres for annexation area
Developable Acres Remaining:		.688 acres
Right-of-way in Annexation:		0, See Map
Previous County Zoning:		I-2
Proposed City Zoning:		I-1
Current Land Use:		Vacant
Future Land Use:		Generator Service Business
Values:	Assessed:	= \$ 12,200
	Actual:	= \$ 42,080
Census Tract:		8
Address Ranges:		2981 Gunnison Ave
Special Districts:	Water:	Ute Water
	Sewer:	Central Grand Valley Sanitation
	Fire:	Grand Junction Rural Fire District
	Drainage:	Grand Junction Drainage District
	School:	District 51

The following annexation and zoning schedule is being proposed.

ANNEXATION SCHEDULE	
Feb 6, 2002	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
Feb 12, 2002	Planning Commission considers Zone of Annexation
March 6, 2002	First Reading on Zoning by City Council

March 20, 2002	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
April 21, 2002	Effective date of Annexation and Zoning

Action Requested/Recommendation: It is recommended that City Council approve the Gunn Annexations #1 & 2.

Attachments:

Annexation Maps

Resolution of Referral of Petition/Exercising Land Use Immediately

Annexation Ordinance

Staff Report 1st CC.doc

GUNN ANNEXATIONS NO. 1 & 2

City Limits
Annexation
Boundary

#1
#2

This map was developed by the City of Grand Junction using public records, for use by the city only. The City does not guarantee or promise that it is accurate, for various technical reasons. For information contact the City of Grand Junction Community Development Department, Technical Services Div. 970-256-4010



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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 6th day of February, 2002, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. -02

A RESOLUTION

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

GUNN ANNEXATION

A SERIAL ANNEXATION COMPRISING GUNN ANNEXATION NO. 1 AND GUNN
ANNEXATION NO. 2

LOCATED AT 2981 GUNNISON AVE

WHEREAS, on the 6th day of February, 2002, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

Lot 4, Banner Industrial Park, situated in the SE ¼ NE ¼ Section 17, T1S, R1E, Ute Meridian, County of Mesa, State of Colorado.

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

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

1. That a hearing will be held on the 20th day of March, 2002, in the auditorium of the Grand Junction City Hall, located at 250 N. Fifth Street, Grand Junction, Colorado, at 7:30 p.m. to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the

consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this 6th day of February, 2002.

Attest:

President of the Council

City Clerk

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

City Clerk

PUBLISHED
February 8, 2002
February 15, 2002
February 22, 2002
March 1, 2002

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

GUNN ANNEXATION #1

APPROXIMATELY .344 ACRES

LOCATED AT 2981 GUNNISON AVENUE

WHEREAS, on the 6th day of February, 2002, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 20th day of March, 2002; and

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

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

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

The North 1/2 of Lot 4 Banner Industrial Park (Plat Bk 11, Pg 362) situate in the SE1/4NE1/4 Section 17, T1S, R1E, U.M. County of Mesa, State of Colorado.

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

INTRODUCED on first reading on the 6th day February, 2002.

ADOPTED and ordered published this ___ day of _____, 2002.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

GUNN ANNEXATION #2

APPROXIMATELY .344 ACRES

LOCATED AT 2981 GUNNISON AVENUE

WHEREAS, on the 6th day of February, 2002, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 20th day of March, 2002; and

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

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

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

The South 1/2 of Lot 4 Banner Industrial Park (Plat Bk 11, Pg 362) situate in the SE1/4NE1/4 Section 17, T1S, R1E, U.M. County of Mesa, State of Colorado.

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

INTRODUCED on first reading on the 6th day February, 2002.

ADOPTED and ordered published this __ day of _____, 2002.

Attest:

President of the Council

City Clerk

Attach 5

Renaming Lakeridge Drive to Mariposa Drive

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<u>CITY COUNCIL</u>		
<u>Subject:</u>	<u>MSC-2002-022, Renaming Lakeridge Drive</u>	
<u>Meeting Date:</u>	<u>February 6, 2002</u>	
<u>Date Prepared:</u>	<u>January 25, 2002</u>	
Author:	<u>Ronnie Edwards</u>	<u>Associate Planner</u>
Presenter Name:	Ronnie Edwards	Associate Planner
	<u>Workshop</u>	<u>Formal Agenda</u>

Subject: Resolution renaming Lakeridge Drive to Mariposa Drive

Summary: Request for approval of a resolution to rename the street Lakeridge Drive to Mariposa Drive.

Background Information: See attached.

Budget: N/A

Action Requested/Recommendation: Consideration for a Resolution authorizing the renaming of Lakeridge Drive to Mariposa Drive.

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

Report results back to Council:					When:
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Placement on Agenda:		Consent	Indiv. consideration	Workshop
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CITY OF GRAND JUNCTION MEETING DATE: February 6, 2002
CITY COUNCIL STAFF PRESENTATION: Ronnie Edwards

AGENDA TOPIC: MSC-2002-022

SUMMARY: Request for approval of a resolution to rename the street Lakeridge Drive to Mariposa Drive.

<i>BACKGROUND INFORMATION</i>	
Location:	<u>Lakeridge Drive between Ridges Blvd and Mariposa Drive in Ridges Filing Three</u>
Applicants:	City of Grand Junction
Existing Land Use:	<u>Dedicated right-of-way</u>
Proposed Land Use:	<u>Same</u>
Surrounding Land Use:	<u>North</u> Residential uses
	<u>South</u> <u>Residential uses</u>
	East Residential uses
	<u>West</u> Residential uses

Existing Zoning:		PD		
Proposed Zoning:		<u>Same</u>		
Surrounding Zoning:	North	<u>PD</u>		
	South	PD		
	East	PD		
	West	PD		
Growth Plan Designation:		Residential Medium Low (2-4 du/acre)		
Zoning within density range?		<u>es</u>	<u>Y</u>	<u>No</u>

Action Requested: Approval of the Resolution authorizing the renaming of the street “Lakeridge Drive” to “Mariposa Drive”.

Staff Analysis: The request originated from the City of Grand Junction Traffic Division. This particular short section of right-of-way is the only connector between Ridges Blvd and Mariposa Drive and is not adjacent to any residential lots.

The approximately 500 feet of road section was labeled Lakeridge Drive with the recording of the plat for Filing 3 of the Ridges on July 12, 1979. It appears that the road was planned to eventually extend across Mariposa Drive to be the main access to future phased development. Due to economic times, development did not proceed as planned.

Redlands Mesa Filing 1 was recorded July 17, 2000, which extended this section of right-of-way, naming it Shadow Lake Road.

The Traffic Division notified Staff of this particular situation and the confusion it was causing, not only for City departments, but also the various utility companies. This segment of road is actually a bridge crossing separating Shadow Lake and a deep ravine.

It is unlikely that any structures will ever be built adjacent to this road segment and the proposed name change will not impact adjacent land uses or neighborhood character.

Recommendation: Approval of the resolution renaming Lakeridge Drive to Mariposa Drive.

Attachments: 1. Resolution authoring the name change
Aerial Photo
Location Map

RESOLUTION NO. _____

A RESOLUTION RENAMING LAKERIDGE DRIVE, LOCATED IN RIDGES FILING THREE, TO MARIPOSA DRIVE

Recitals.

Ridges Filing Three was recorded on July 12, 1979 containing a short road segment from Ridges Blvd to Mariposa Drive labeled Lakeridge Drive. This right-of-way was extended as Shadow Lake Road upon development of Redlands Mesa Filing 1.

Whereas the City of Grand Junction Traffic Division desires to delete the name of Lakeridge Drive, and let this particular road segment be an extension of Mariposa Drive.

Whereas, presently there are no residential lots adjacent to this right-of-way.

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

That the name of Lakeridge Drive within Ridges Filing Three Subdivision is hereby changed to Mariposa Drive.

ADOPTED AND APPROVED THIS 6TH day of February, 2002

ATTEST:

Stephanie Tuin
City Clerk

Cindy Enos-Martinez
President of City Council

Attach 6

Bookcliff Reconstruction Storm Drain

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<u>CITY COUNCIL</u>			
<u>Subject:</u>	<u>Award of Construction Contract for The Bookcliff Avenue Utilities Project / Storm Sewer and Irrigation</u>		
<u>Meeting Date:</u>	<u>February 6, 2002</u>		
<u>Date Prepared:</u>	<u>January 16, 2001</u>		
Author:	<u>Kent W. Marsh</u>	<u>Project Engineer</u>	
Presenter Name:	Mark Relph	Public Works Manager	
Meeting Type:	Workshop		Formal Agenda

Subject: Award of a Construction Contract for the Bookcliff Avenue Utilities Project to United Companies in the amount of \$160,034.00.

Summary: Bids were received and opened on January 15, 2002 for the **Bookcliff Avenue Utilities Project**. The low bid was submitted by **United Companies** in the amount of **\$160,034.00**.

Background Information: The Bookcliff Avenue Utilities construction project is the first phase in a two phase project that will reconstruct Bookcliff Avenue between 9th Street and 12th Street. The first phase of the project will consist of the installation of approximately 1,100 feet of 12" PVC irrigation pipe and 900 feet of 24" storm sewer pipe.

The proposed irrigation system will replace an open ditch that runs along the south of Bookcliff Avenue between 9th Street and 12th Street. This work will be completed before April 1, when the Grand Valley Canal Company will turn water back into their system. The proposed storm sewer system will collect storm runoff from the street and drainage basin located between Bookcliff Avenue and the Grand Valley Canal, and carry it west to the Buthorn Drain in Little Bookcliff Drive.

The second phase of the Bookcliff Avenue reconstruction project will include widening the roadway to accommodate one travel lane in each direction, curb, gutter, sidewalk, and bike lanes on both sides of the street. The existing 6" Cast Iron waterline will also be replaced with a new 8" PVC waterline. Road reconstruction is scheduled to begin this summer, following completion of the 7th Street realignment project.

The City of Grand Junction's Public Works Department designed the project. Work on Phase I is scheduled to begin on February 19 and continue for 9 weeks, with an anticipated completion date of April 24, 2002.

The following bids were received for this project:

Contractor	From	Bid Amount
Neil's Excavation Inc.	Ignacio, CO	\$231,706.30
Utilicon, Inc.	Carbondale, CO	\$299,497.60 *
Skyline Contracting, Inc.	Grand Jct., CO	\$187,546.70
RW Jones	Grand Jct., CO	\$234,404.30
MA Concrete Construction	Grand Jct., CO	\$229,649.80
United Companies	Grand Jct., CO	\$160,034.00
Engineers Estimate		\$185,825.00

* Corrected total bid based on unit prices.

Budget:

Estimated Project Costs:	
Phase I Utilities Construction Contract	\$160,034.00
Easement Acquisition (2002)	\$5,000.00
Preliminary Engineering (2001)	\$42,843.02
Construction Inspection and Administration (Estimated)	\$16,000.00
Phase II Street Construction Contract (Estimated)	\$310,709.00
Total Project Costs	\$534,586.02
Funding:	
2011 Fund – Project budget	\$535,000

Rights-of-way and Easement: The existing right-of-way along Bookcliff Avenue varies from 45 to 60 feet in width. The City will acquire a 7' wide utility easement along the south of Bookcliff Avenue between 9th Street and 11th Street. The

easement is needed to relocate and pipe the existing irrigation ditch. The acquisition of this easement is under way and should be secured by February 1, 2002.

Action Requested/Recommendation: City Council motion authorizing the City Manager to execute a Construction Contract for the **Bookcliff Avenue Utilities Project to United Companies** in the amount of **\$160,034.00**.

Citizen Presentation:		No		Yes		
Report results back to Council:					W h e n :	
Placement on Agenda:		C o n s e n t		Indiv. Consideration		W o r k s h o p

Attach 7

Kannah Creek Flowline Replacement Project

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL		
Subject:	Resolution Authorizing the Exchange of Water Line Easements with Elam Construction, Inc.	
Meeting Date:	February 6, 2002	
Date Prepared:	January 30, 2002	
Author:	Tim Woodmanse e	Real Estate Manager
Presenter Name:	Mark Relph	Public Works & Utilities Director
	Workshop	Formal Agenda

Subject: Resolution Authorizing the Exchange of Water Line Easements with Elam Construction, Inc.

Summary: The proposed action will provide a clearly delineated easement for operation of the Kannah Creek Flowline and the Purdy Mesa Flowline.

Background Information: Elam Construction owns a large tract of vacant land adjacent to the City's water treatment plant. The existing Kannah Creek Flowline (installed in 1911) and the Purdy Mesa Flowline (installed in 1955) both cross the Elam property.

The new Kannah Creek Flowline will be parallel with and closer in proximity to the Purdy Mesa Flowline. Elam has granted an easement, without compensation, that will provide adequate access for maintaining both Flowlines. In exchange for the newly dedicated easement, staff is proposing that the City release the existing water line easements by Quit Claim deed.

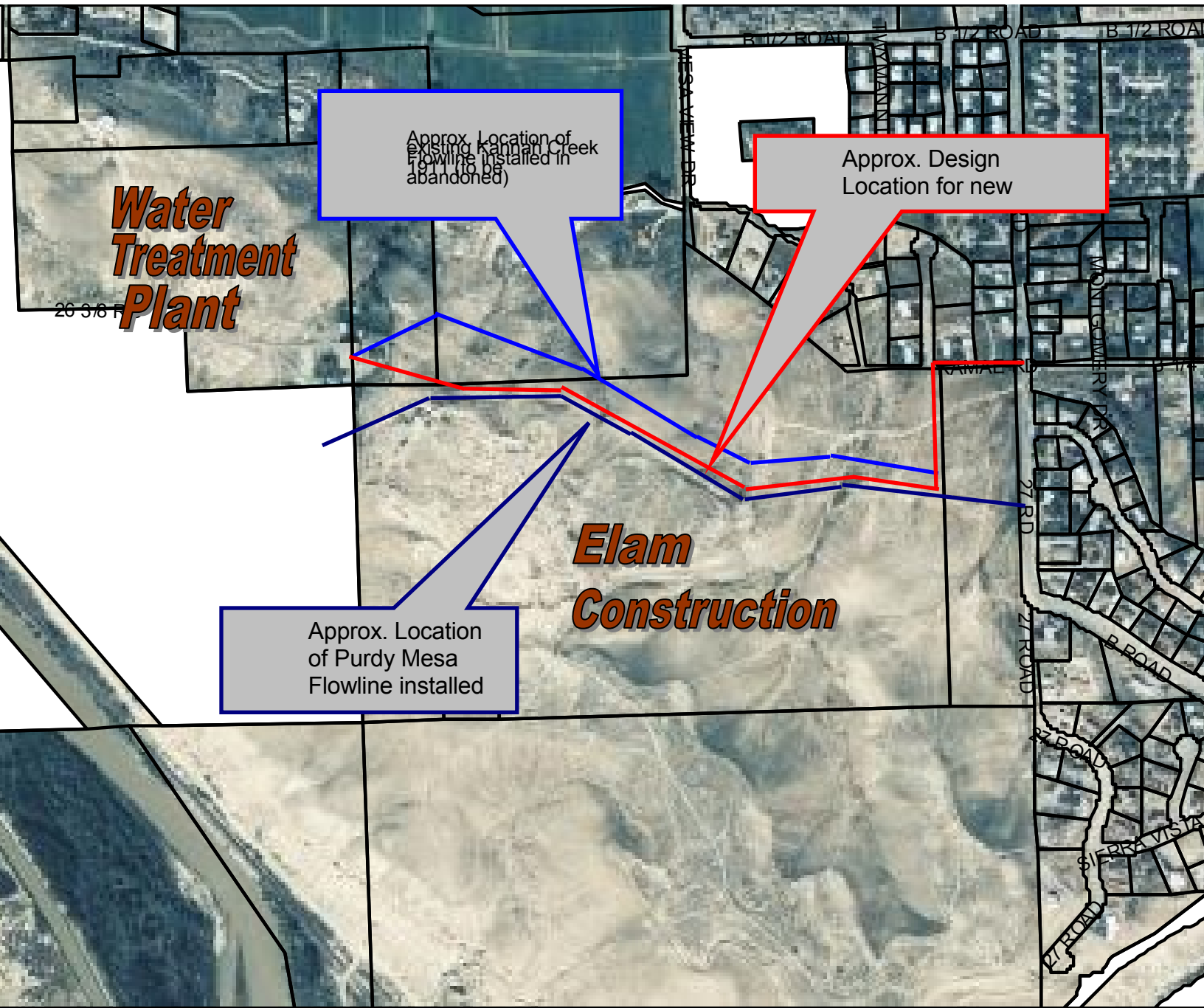
Budget: No fiscal impact.

Action Requested/Recommendation: Pass and Adopt proposed Resolution authorizing the exchange of water line easements with Elam Construction, Inc.

Attachments: Vicinity Map; Resolution.

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

Report results back to Council:				W h e n :		
Placement on Agenda:		C o n s e n t		Indiv. Consideratio n		Wo rks ho p



RESOLUTION NO. _____

**AUTHORIZING THE EXCHANGE OF WATER LINE EASEMENTS
WITH ELAM CONSTRUCTION, INC.**

WHEREAS, the City is the owner and operator of two water pipelines, known as the Kannah Creek Flowline and the Purdy Mesa Flowline, which deliver the main source of water for domestic, fire fighting and other uses for the inhabitants of the City of Grand Junction; and

WHEREAS, pursuant to and in accordance with certain easements acquired by the City in 1911 for the Kannah Creek Flowline and in 1955 for the Purdy Mesa Flowline, portions of each of the Flowlines are located upon certain real property now owned by Elam Construction, Inc.; and

WHEREAS, the City will be replacing the Kannah Creek Flowline with a new water pipeline, the location of which has been mutually agreed upon between the City and Elam Construction, Inc.; and

WHEREAS, the City and Elam Construction, Inc., desire to replace those portions of the 1911 Kannah Creek Flowline Easement and the 1955 Purdy Mesa Flowline Easement which presently encumber the property now owned by Elam Construction, Inc., with one perpetual water line easement that will permit the City to access the property of Elam Construction, Inc., with workers and equipment for the purposes of installing, operating, maintaining, repairing and replacing the new Kannah Creek Flowline and the existing Purdy Mesa Flowline.

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

That upon delivery to the City by Elam Construction, Inc., of a perpetual easement for the purposes described above, the City Manager be and is hereby authorized, on behalf of the City and as the act of the City, to execute a Quit Claim Deed which shall remise, release, convey and Quit Claim unto Elam Construction, Inc., any and all interests the City may have in and to those portions of the easements recorded in Book 175 at Page 186 and Book 896 at Page 349 in the office of the Mesa County Clerk and Recorder which encumber certain real property now owned by Elam Construction, Inc.

PASSED and ADOPTED this 6th day of February, 2002.

Attest:

President of the City Council

City Clerk

Construction Contract for Kannah Creek Flowline
CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

CITY COUNCIL			
Subject:	Award of Construction Contract for Kannah Creek Flowline		
Meeting Date:	February 6, 2002		
Date Prepared:	January 25, 2002		
Author:	T. Kent Harbert	Project Engineer	
Presenter Name:	Trent Prall	Utilities Engineer	
Meeting Type:		Workshop	Formal Agenda

Subject: Award of a Construction Contract for Kannah Creek Flowline to Claw Construction, Inc. in the amount of \$694,080.00.

Summary: Bids were received and opened on January 24, 2002, for **Kannah Creek Flowline**. The low bid was submitted by **Claw Construction, Inc.** in the amount of **\$694,080.00**.

Background Information: This project consists of the installation of 30,000 feet (5.7 miles) of 24" pipe line across Orchard Mesa from near the CDOT parking lot on Whitewater Hill to the water treatment plant. The line will replace the 20" cast iron line constructed in 1947. At that time, there were very few homes in Orchard Mesa. Since that time, many homes have been built in the immediate vicinity of the flow line. The line needs to be replaced once again in another location away from homes and other structures which are jeopardized every time the line breaks.

This contract is for the installation of the pipe only. Materials will be purchased separately by the City. Work is scheduled to begin on or about February 19. The contract documents allow 7 months for the construction, but Claw Construction anticipates completing the work in under 3 months.

The following bids were received for this project:

Contractor	From	Bid
Claw Construction	Wales,	\$694,08
Downey Excavating	Montros	\$716,35
Mendez, Inc.	Grand	\$753,04
R.W. Jones Construction	Fruita	\$868,49
High Country Pipeline	Penros	\$924,22

M.A. Concrete Construction	Grand	\$1,043,8
Skyline Contracting	Grand	\$1,088,1
Precision Excavating	Hayden	\$1,108,7
United Companies	Grand	\$1,163,8
Gould Construction	Glenwo	\$1,875,7
Engineer's Estimate		\$1,061,7 15.00

Budget:

Project Costs:	2000	2001	2002
Design	\$21,342	\$42,309	
Right-of-way / easement acquisition	\$13,636	\$777	\$10,000
Construction - Labor			\$695,000
Construction - Materials			\$1,250,000
City Inspection and Admin (Estimate)	_____	_____	\$37,500
Total Project Costs	\$34,978	\$43,086	\$1,992,500
Funding:			
301 Fund – budget amounts	\$70,000	\$30,000	\$2,112,000
Amount under budget:	\$35,022	(\$13,086)	\$119,500

Total Costs for the project are anticipated at \$2,070,564 which is approximately \$141,436 below the budgeted amount of \$2,212,000.

Rights-of-way and easements: Most of the project is within the Highway 50 and B $\frac{1}{4}$ Road rights-of-way. Easements have been obtained across Mesa County Fairgrounds and an adjacent property. A verbal agreement has been reached for an easement across the private property near the water treatment plant. The easement for the Purdy Mesa Flowline, which will remain in service, will be vacated across this property and a new easement described, encompassing both lines which will be on a parallel alignment across this property.

Action Requested/Recommendation: City Council motion authorizing the City Manager to execute a Construction Contract for the **Kannah Creek Flowline** with **Claw Construction, Inc.** in the amount of **\$694,080.00**.

Citizen Presentation:		No	Yes	
Report results back to Council:		No	Yes	When:
Placement on Agenda:		Consent	Individual Consideration	Workshop

Attach 9

Materials Contract for Kannah Creek Project

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL			
Subject:	Award of Materials Contract(s) for Kannah Creek Flowline		
Meeting Date:	February 6, 2002		
Date Prepared:	January 28, 2002		
Author:	Trent Prall / Rex Sellers	Utility Engineer / Senior Buyer	
Presenter Name:	Trent Prall	Utilities Engineer	
Meeting Type:	Workshop		Formal Agenda

Subject: Award of a Contract to supply materials for **Kannah Creek Flowline** to Waterworks Sales/Hughes Supply Company in the amount totaling **\$1,031,953.84**

Summary: Bids were received and opened on January 29, 2002, for **Kannah Creek Flowline Materials Contract**. The materials were divided into two bid groups. The first bid group consisted of materials listed in Schedules 1 (Pipe), and 2 (Valves and Fittings). The second group consisted of materials in Schedule 3 (Concrete Vaults). Waterworks Sales/Hughes Supply Company was the responsive low bidder for both groups.

Background Information: This project consists of supplying materials for the replacement of the Kannah Creek Flow Line. The project entails supplying 30,000 feet (5.7 miles) of 24" pipe and other appurtenances.

This contract is for the supply of materials only. Labor to install the materials was bid out on January 24 and is proposed for award on February 6, 2002 to Claw Construction of Wales, Utah.

The solicitation package was advertised in the Daily Sentinel on January 13, and 16, 2002. Four solicitation packages were mailed to interested suppliers on January 28, 2002. There were two responsive bids received for each group on January 29, 2002. Low bid for each group by contractor are as follows:

The following bids were received for Schedule 1 and 2:

Contractor	From	Bid
Waterworks Sales	Grand	\$
Grand Junction Pipe and	Grand	\$1,027,0

Engineer's Estimate

\$1,225,0
00.00

The following bids were received for Schedule 3:

Contractor	From	Bid
Waterworks Sales	Grand	\$16,820.
Grand Junction Pipe and Engineer's Estimate	Grand	\$24,529. \$25,000. 00

Budget:

Project Costs:	2000	2001	2002
Design	\$21,342	\$42,309	
Right-of-way / easement acquisition	\$13,636	\$777	\$10,000
Construction - Labor			\$695,000
Construction - Materials			\$1,031,954
City Inspection and Admin (Estimate)	_____	_____	\$37,500
Total Project Costs	\$34,978	\$43,086	\$1,774,454
 Funding:			
301 Fund – budget amounts	\$70,000	\$30,000	\$2,112,000
 Amount under budget:	\$35,022	(\$13,086)	\$337,546

Schedule 1, 2, and 3 total \$1,031,953.84 which is approximately \$218,046.16 under the budgeted amount of \$1,250,000.

Total 2002 Costs for the project are anticipated at \$1,774,454 which is approximately \$337,546 below the budgeted amount of \$2,112,000.

Action Requested/Recommendation: City Council motion authorizing the City Manager to execute a Materials Supply Construction Contract for the **Kannah Creek Flowline** with Waterworks Sales/Hughes Supply Company for both bid groups for schedules 1,2 and 3 for the total bid price of \$1,031,953.84.

Citizen Presentation:		<u>o</u>	<u>Yes</u>
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<u>Report results back to Council:</u>		<u>o</u>	<u>es</u>	<u>h</u> <u>e</u> <u>n</u>	
<u>Placem ent on Agenda:</u>		<u>on</u> <u>se</u> <u>nt</u>	<u>ndivi</u> <u>dual</u> <u>Consi</u> <u>derati</u> <u>on</u>		<u>Wor</u> <u>kshop</u>

Lease/Purchase Agreement for 635 White Ave

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL		
Subject:	Resolution Authorizing the Lease and Purchase of Property owned by Robert W. Kemp & Asenath I. Kemp, 635 West White Avenue.	
Meeting Date:	February 6, 2002	
Date Prepared:	January 30, 2002	
Author:	Tim Woodmanse e	Real Estate Manager
Presenter Name:	Mark Relph	Public Works & Utilities Director
	Workshop	Formal Agenda

Subject: Resolution authorizing the Lease and Purchase by the City of certain real property owned by Robert W. Kemp and Asenath I. Kemp.

Summary: The proposed action will authorize the lease and purchase of property located at 635 West White Avenue.

Background Information: The subject property is located immediately north of the Highway 340 Railroad Viaduct. Preliminary designs prepared for the *Riverside Bypass* indicate this property will eventually be required for right-of-way purposes. Although funding to acquire right-of-way for the Bypass is not programmed until 2003, the property is listed for sale and the owners have agreed to a lease/purchase arrangement that ensures the property will be available for future right-of-way uses. This is a good opportunity to acquire the property from willing sellers and thus avoid an eminent domain acquisition from new owners who could avail themselves to costly relocation benefits.

The property consists of 0.75 acres and a 7,200 square foot modular steel building with 4,800 square feet of warehouse space and 2,400 square feet of office space. Staff has identified uses for this property until it is needed for the *Riverside Bypass*: The warehouse space will be used by the Fire Department to store equipment presently stored in leased premises on Orchard Mesa (that lease will terminate in March). Utilization by the fire department will require enlarging two overhead doors, filling a truck loading well to match grade and gutting the interior of the warehouse area. Staff has obtained a bid to enlarge the overhead doors for \$4,500. Filling the truck well and gutting the warehouse area will be performed by City crews.

The Lease/Purchase Agreement allows the City to sublease the office space and retain all rents paid under the sublease. A local non-profit agency has indicated strong interest in leasing the office space.

Terms of the Agreement: The lease portion of the agreement is for a term of three years, although the City may exercise its option to purchase the property at any time during the three year period. Annual rental payments for each of the first two years will be \$32,400, representing the Fire

Department's yearly budget for renting storage space on Orchard Mesa. Rental for the third year will be \$100,000. The entirety of each rental payment will be deducted from the purchase price.

Simple interest at the rate of six-percent will accrue against the declining balance. Thus, the ultimate purchase price varies depending upon the year the City exercises its option to purchase, as follows:

- \$381,600 if purchased on or before February 15, 2003
- \$402,552 if purchased after February 15, 2003 but before February 15, 2004
- \$422,820 if purchased after February 15, 2004 but before February 15, 2005

The agreement is assignable. The City may assign the lease to a third party or it may sell the purchase option if it is determined that the property is not needed for City purposes.

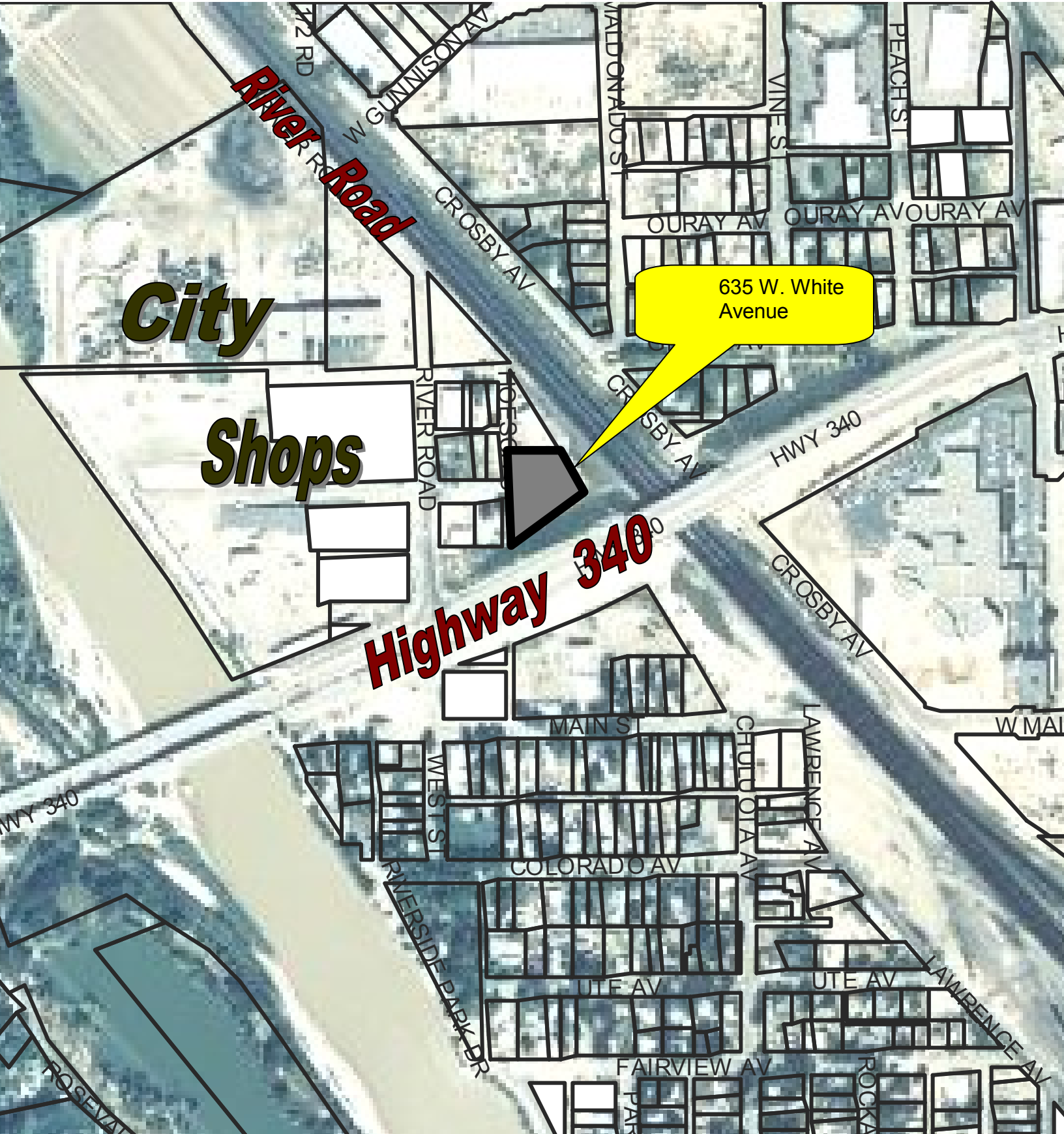
A non-appropriation of funds provision is in the agreement. If the City fails, for any reason, to specifically budget and appropriate funds to make the specified payments, the Kemp's sole recourse will be to terminate the lease.

Action Requested/Recommendation: Pass and Adopt Resolution authorizing the City to enter into a Lease and Purchase Agreement with Robert W. Kemp and Asenath I. Kemp.

Attachments: Vicinity Map; Resolution; Lease and Purchase Agreement.

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

NORTH



City

Shops

Highway 340

635 W. White Avenue

RESOLUTION NO. _____

**AUTHORIZING THE LEASE AND PURCHASE BY THE CITY
OF CERTAIN REAL PROPERTY OWNED BY
ROBERT W. KEMP AND ASENATH I. KEMP**

**WHEREAS, the City has negotiated an agreement to Lease
and Purchase certain real property located at 635 West
White Avenue in the City of Grand Junction, County of
Mesa, State of Colorado, owned by Robert W. Kemp and
Asenath I. Kemp; and**

**WHEREAS, the City Council deems it necessary and
appropriate that the City lease and purchase said property
together with all improvements thereon and appurtenant
thereto.**

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

- 1. All actions heretofore taken by the officers, employees
and agents of the City pertaining to the lease and purchase
of the subject property which are consistent with the
provisions of the attached Lease and Purchase Agreement
are hereby ratified, approved and confirmed.**
- 2. That the City Council hereby authorizes the
expenditure of the sums of money as more fully set forth
in the attached Lease and Purchase Agreement.**
- 3. That the officers, employees and agents of the City
are hereby authorized and directed to take all actions
necessary and appropriate to effectuate the provisions of
this Resolution and the attached Lease and Purchase
Agreement.**

PASSED and ADOPTED this 6th day of February, 2002

Attest:

President of the Council

City Clerk

LEASE AND PURCHASE AGREEMENT

THIS LEASE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2002, by and between Robert W. Kemp and Asenath I. Kemp, husband and wife, hereinafter referred to as "the Kemps", and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City".

RECITALS

A. The Kemps represent that they are the owners, as Joint Tenants, of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Address: 635 West White Avenue

Tax Schedule No.: 2945-154-32-002

Legal Description: Lot 2 of West Grand Subdivision as the same is recorded in Plat Book 12 at Page 250 in the office of the Mesa County Clerk and Recorder,

which property, together with all improvements and fixtures thereon and all rights, privileges and easements appurtenant thereto, including all water and water rights, all ditches and ditch rights, all minerals and mineral rights, is hereinafter referred to as "the Property".

B. The Kemps desire to lease and sell the Property to the City, and the City desires to lease and purchase the Property from the Kemps, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **Grant of Lease.** The Kemps hereby lease the Property to the City, and the City hereby leases the Property from the Kemps, for the term set forth in Paragraph 2 below and subject to each and every other term, condition, duty and obligation hereinafter provided.

2. Duration of Lease Term.

2.1 The term of this Lease shall be for a period of three (3) consecutive years, commencing on February 15, 2002 ("Commencement Date") and, unless earlier terminated pursuant to Section 3, continuing through February 15, 2005, at which time one of the following events shall occur:

The City may exercise its right and option to purchase the Property as more fully set forth herein, or

The City may determine to not exercise its right and option to purchase the Property , in which event this lease shall automatically terminate.

2.2 *For the purposes of this Agreement, the term "Lease Year" shall mean a period of twelve (12) consecutive calendar months following each anniversary of the Commencement Date.*

3. **City's Right to Terminate Lease.** The City's obligation to continue with this Lease during the term set forth in Section 2 is expressly contingent upon the City Council of the City appropriating money for each Lease Year to pay the rentals specified in Section 4 hereof. If the City Council fails, for any reason, to specifically budget and appropriate money to pay such rentals or if the City subsequently fails to pay such rentals when due, this Lease shall automatically terminate and the City shall be relieved from all duties and obligations contained in this Agreement. The parties agree and understand that the exercise of the City's option to terminate this Lease shall be conclusively determined by whether or not the City Council has appropriated money to pay the rentals specified in Section 4.

4. **Rent.**

4.1 *Subject to the provisions of Section 3, the City agrees to pay to the Kemps the following sums of money as annual rental and applied partial payments for the purchase of the Property:*

No.	Payment Date	Payment Amount	Accumulative Total
1	February 15, 2002	\$ 32,400.00	\$ 32,400.00
2	February 15, 2003	\$ 32,400.00	\$ 64,800.00
3	February 15, 2004	\$ 100,000.00	\$ 164,800.00

4.2 In the event the City determines to exercise its option to purchase the Property as more fully set forth herein, all rental payments specified above shall be directly applied to the purchase price for the Property.

4.3 The annual rental payments specified above shall be due and payable, without demand by the Kemps, on or before February 15 of each Lease Year. In the event rental payments are not made by the City on or before the specified due dates and this Lease has not been terminated as herein provided for, the City agrees to pay a late charge of \$50.00 for each and every day following

the specified due date(s), which late charge shall be added to the amount of rent(s) due. This Lease, at the option of the Kemp's, shall automatically terminate and the Kemp's may repossess the Property if the specified rental payments are not made by the City on or before February 30 of each Lease Year.

5. City's Use of the Property / Alterations.

5.1 The City shall have the full and exclusive right to use, occupy and quietly enjoy the Property during the term of this Lease for general office, general warehouse and general storage related purposes.

5.2 The City shall not make or cause to be made any alterations or additions to the Property without Kemp's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Any approved alterations or additions shall be performed in a good and workmanlike manner and in a manner that will not be detrimental to the Property.

5.3 The parties understand that the City's initial intended use of the Property is for the storing and maintaining of firefighting vehicles and apparatus. Because certain aspects of the building will require modification to properly accommodate such uses, the Kemp's hereby authorize the City, at the City's sole cost and expense, to make the following alterations to the Property:

Enlarge the two overhead doors located on the south building wall to minimum widths of 12-feet and minimum heights of 13-feet. To effectuate these alterations, the City shall be authorized to modify all door framing and siding and to relocate utilities and any non-load bearing item necessary to effectuate this purpose.

Within the limits of the warehouse portion of the building, clear, remove and dispose of all non-load bearing walls, partitions, steps and built-up storage areas.

Fill the existing truck well located adjacent to the exterior of the south building wall to a level which is even with the grade of the adjoining ground. Permitted fill materials shall include pit-run, road base, gravel, asphalt and/or concrete.

5.4 Any approved alterations to the Property, except moveable furniture, moveable trade fixtures and communications equipment brought onto the Property by the City, shall become part of the Property and shall remain with the Property upon termination or expiration of this Lease

6. **Destruction**. If, during the term of this Lease, the Property is damaged due to fire, flood, or other casualty, or if the Property is damaged or deteriorates to the

extent where it is no longer functional for the purposes of the City, the Kempfs shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at the City's own risk; provided, however, that in the event the Property is damaged or deteriorates to the extent where it is no longer functional for the purposes of the City, or if the City determines that the costs of making repairs to cure damages or correct deterioration not caused by the City's negligence are too great, the City may, at its option, terminate the Lease by giving notice to the Kempfs that this Lease is to be terminated. Termination shall be effective thirty (30) days following the date of such notice of termination.

7. **Assignment / Sublease.** The City shall have the right to sublet, assign or transfer any or all of its interests in the lease of the Property with the prior written consent of the Kempfs, which consent shall not be unreasonably withheld, delayed or conditioned. The Kempfs agree that any and all rents, charges or fees collected by the City pursuant to a sublease shall become and remain the property of the City; provided, however, that in the event of an assignment of this Lease or a sublease, the City shall not be released from its obligations and duties under this Agreement and this Lease between the City and the Kempfs shall remain in full force and effect. Any consent by the Kempfs to an assignment of this Lease or a sublease shall not be a consent to a subsequent assignment, sublease or occupation of the Property by any other party.

8. **Utilities.** The City shall pay all utilities charges and other expenses incurred in connection with the City's use, occupancy and operation of the Property, including, but not limited to, all charges for natural gas, electricity, telephone, sanitary sewer, cable television, domestic water, trash service, and any and all other utilities used on or in connection with the Property. The City agrees that the City shall pay any and all such charges before the date the same become due.

9. Maintenance.

9.1 The City shall maintain and repair all aspects of the Property at the City's sole cost and expense, including, but not limited to, the structural condition of all buildings thereon, driveways, fences, fixtures, glass, roofing, plumbing, heating and ventilation systems, security devices, the appearance and structural integrity of any improvements and landscaping, in good order, good appearance, condition and repair and in a clean, sanitary, orderly and safe condition.

9.2 The City shall not commit nor permit waste, damage or injury to the Property.

9.3 The City shall not cause or permit to occur by the City and/or the City's sublessees, agents, guests, invitees, contractors, licensees or employees:

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

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.

9.4. The City shall, at the City's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances.

10. **Ad Valorem Taxation.** It is the express intent of the parties that the Property, so long as it is leased, used and occupied by the City, be exempt from ad valorem taxation pursuant to C.R.S. 31-15-802. The Kemps agree to pay all ad valorem taxes, when the same become due and payable, which have accrued prior to the day and year first above written; thereafter, during the term of this Lease, the City agrees to diligently request that the County Assessor find that the Property is exempt from ad valorem taxation due to the City's lease, use and occupancy of the Property.

11. **Representation by the Kemps as to Environmental Matters.** The Kemps represent that they have no knowledge that Property (including land, surface water, ground water and improvements) is contaminated by or contains, whether or not visible: (i) any "hazardous waste", "medical waste", "solid waste", "leaking underground storage tanks", "petroleum", "regulated substances", or "used oil" as defined by the Solid Waste Disposal Act (42 U.S.C. § 6901, *et seq.*), as amended, and the Resource Conservation and Recovery Act (42 U.S.C. § 6991, *et seq.*), as amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" or "pollutant or contaminant" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, *et seq.*), as amended, or by any regulations promulgated thereunder; (iii) any "regulated substance", as defined by the Underground Storage Tank Act, C.R.S., § 25-18-101, *et seq.*, as amended, or by any regulations promulgated thereunder; (iv) any "hazardous waste" as defined by C.R.S., § 25-15-101, *et seq.*, as amended, or by any regulations promulgated thereunder; (v) any substance the presence of which on, in, under or about the property, is prohibited by any law similar to those set forth above, and; (vi) any other substance which by law, regulation or ordinance requires special handling in its collection, storage, treatment or disposal. The Kemps agree to dispose of such if determined necessary by conditions which pre-existed the City's lease, use and occupancy of the Property.

12. **Grant of Option.** The Kemps hereby grant and convey to the City the sole, exclusive and irrevocable right to purchase the Property in accordance with the terms and conditions of this Agreement.

13. **Term of Option**. The term of the option hereby granted shall commence on the day and year first above written and shall expire and terminate at 5:00 p.m. on the last day of February, 2005.

14. **Exercise of Option**. The parties agree that the City may exercise its option to purchase the Property at any time during the term of the Lease as set forth in Section 2 above. To exercise its right and option to purchase the Property, the City shall deliver written notice to the Kemps of the City's intention to exercise the option ("Notice to Exercise"). In the event the City fails to deliver its Notice to Exercise on or before 5:00 p.m. on February 1, 2005, the City's right and option to purchase the Property shall automatically expire and terminate and all sums paid hereunder shall be forfeited by the City and retained by the Kemps.

15. **Purchase Price**. The purchase price for the Property shall vary depending upon the Lease Year in which the City's exercises its option to purchase the Property, if at all, as follows:

If purchased on or before February 15, 2003:

Received & Credited Rental Payment(s) Price	Amount Due At Closing	Total Purchase
\$32,400.00	\$349,200.00	\$381,600.00

If purchased after February 15, 2003, but before February 15, 2004:

Received & Credited Rental Payment(s) Price	Amount Due At Closing	Total Purchase
\$402,552.00	\$64,800.00	\$337,752.00

If purchased after February 15, 2004, but on or before February 15, 2005:

Received & Credited Rental Payment(s) Price	Amount Due At Closing	Total Purchase
\$164,800.00	\$258,020.00	\$422,820.00

16. Inspection.

16.1 Beginning on the date that the City delivers the Notice to Exercise to the Kemps ("Effective Date"), and extending for a period of thirty (30) days thereafter ("Inspection Period"), the City may, at the City's sole cost and expense, through its employees, contractors and agents, conduct such inspections and investigations of the Property as the City shall in its sole discretion deem necessary and appropriate to determine the nature and extent of any toxic, hazardous or regulated substance or material that might be present upon the Property, including the right to take samples, perform surveys and assessments, evaluate remedial measures and perform or take any other reasonable action consistent with the expeditious performance and evaluation of any required remedial actions. The City shall be responsible for loss or destruction of or damage to the Property which is caused by the activities of the City in exercising any of the rights pursuant to this Section 16.

16.2 If, at the conclusion of the Inspection Period, the City fails to deliver written notice to the Kemps of any unsatisfactory environmental condition affecting the Property, and if the representations of the Kemps made in Section 11 are not incorrect, the City shall be deemed to have accepted the environmental condition of the Property as it exists at Closing.

16.3 If, during the Inspection Period, the City discovers the presence or existence of any toxic, hazardous, regulated, dangerous or contaminated substance, material or residue ("Contaminants"), the Kemps shall be obligated to fully and completely remove and/or remediate the Contaminants before Closing or provide for adequate monetary security to the City which will cover the City's costs and expenses of performing any such removals and/or remediation after closing. To elaborate, it is the intent of the parties that the City not encumber expenses to remove/remediate Contaminants; to achieve this intent, the parties agree that either (1) the Kemps may perform all acts necessary and appropriate, including, but not limited to, engaging the services of qualified professionals, and pay all expenses associated therewith, to deliver the Property to the City free from all Contaminants ("Option 1"), or (2) the Kemps may obtain binding bids, submitted by qualified professionals, which the City may use to engage the services of qualified professionals to perform work required to render the Property free from all Contaminants ("Option 2"). In the event the Kemps determine to utilize Option 1, the Kemps shall have a reasonable period of time and Closing shall be extended for said period of time, not to exceed ninety (90) days, to render the Property free from all Contaminants. In the event the Kemps determine to utilize Option 2, the amount of said bids, plus an additional amount which is equal to fifteen percent (15%) of said bids, shall be placed in an interest bearing escrow account at

Closing from which the City may draw funds to pay the actual costs to remove/remediate the Contaminants. In the event the actual costs to remove/remediate the Contaminants is less than the amount remaining in such escrow account, such remaining amounts, together with any accrued interest, shall be paid to the Kemps after it has been certified that all Contaminants have been removed/remediated. In the event the actual costs to remove/remediate the Contaminants exceed the amount remaining in such escrow account, the City agrees to pay such excess amounts.

17. Evidence of Title / Title Review.

17.1 On or before seven (7) days following the Effective Date (as defined in Section 16.1), the Kemps shall furnish to the City's Real Estate Manager, with a copy to the City Attorney, at the Kemp's expense, a current commitment for owner's title insurance policy in an amount equal to the purchase price, together with true and legible copies of all instruments listed in the schedule of exceptions ("Exceptions") therein listed. The title insurance commitment, together with any copies of instruments furnished pursuant to this Section 17, constitute the title documents ("Title Documents"). The Kemps shall arrange for the title insurance policy to be delivered to the City as soon as practicable after closing and shall pay the premium at closing.

17.2. The Kemps shall deliver to the City, on or before the date set forth in Section 17.1, true copies of all any materials in the Kemp's possession related to title, environmental and survey matters and shall disclose to the City all easements, liens or other title matters not shown by the public records of which the Kemp's have actual knowledge.

~~17.3. The City shall have the right to inspect the Title Documents. Written notice by the City of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of the City and given to the Kemps on or before five (5) calendar days after the receipt by the City's Real Estate Manager, with a copy to the City Attorney, of the Title Documents, or within five (5) calendar days after receipt by said two City employees of any Title Documents, or endorsements, adding new Exceptions to the title commitment, together with a copy of the Title Document adding new Exceptions to title, if the Kemps do not receive the City's notice of the date(s) specified above, the City shall be deemed to have accepted the condition of title as disclosed by the Title Documents as satisfactory.~~

~~17.4. Title to the Property shall be merchantable. If the City delivers to the Kemps written notice of unmerchantability of title or of any other unsatisfactory title condition, the Kemps shall correct said defects prior to Closing. If the Kemps are unable to correct said defects on or before the date of Closing, Closing shall be extended until the Kemps have corrected any such defects.~~

18. Closing.

18.1 Subject to complete satisfaction of the provisions of Sections 17 and 18, Closing shall occur within thirty (30) days of the conclusion of the Inspection Period (as defined in Section 16.1). The parties designate Abstract & Title

Company of Mesa, County, Inc., as closing agent for the purposes of providing the Title Documents, title insurance and closing this transaction.

18.2 At Closing, the Kemps shall convey to the City, by general warranty deed, marketable, record, fee simple absolute title to the Property, free and clear of: all taxes; all liens for special improvements installed as of the date of closing, whether assessed or not; all liens, mortgages and encumbrances; any covenants, restrictions or reversionary provisions not accepted by the City as exceptions in the Title Documents; and all tenancies and/or leasehold estates.

18.3 At Closing, fees for real estate closing and settlement services shall be paid by the parties equally.

18.4 Any encumbrance required to be paid shall be paid at or before Closing and may be paid from the proceeds of this transaction or from any other source.

19. **Possession**. The Kemps shall deliver possession of the Property to the City at Closing.

20. **Seller's Promise Not to Further Encumber**. During the period of time that this Agreement is valid and in effect, the Kemps shall not do any of the following with respect to the Property without the prior written consent of the City:

Make or permit to be made, extend or permit to be extended, any lease, contract, option or agreement affecting the Property or cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon or created with respect to the Property;

Cause or permit any mortgage, deed of trust or other lien to be foreclosed upon due to the Kemp's actions or omissions, including failure to make a required payment or failure to obtain any required consent.

21. **Fees or Commissions**. The Kemps agree to defend, indemnify and hold the City 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 Agreement.

22. **Notices**.

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

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

With Copy to: City of Grand Junction
City Attorney
250 North 5th Street
Grand Junction, Colorado 81501-2668
Fax: (970) 244-1456

To the Kemps: Robert W. Kemp and Asenath I. Kemp

Fax: () _____

22.2 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.

23. **Legal Counsel / Interpretation**. Each party has obtained the advice of its own legal and tax counsel and, therefore, the rule of construing ambiguities against the drafter shall have no application to this Agreement.

24. **Time of the Essence / Remedies**. Time is of the essence hereof. If any note or check received hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) If the City is in default: All payments and things of value received hereunder shall be forfeited by the City and retained on behalf of the Kemps and both parties shall thereafter be released from all WAIVER and (except as provided in subsection (c)) are the Kemps' **SOLE AND ONLY REMEDY** for the City's failure to perform the obligations of this contract. The Kemps expressly waive the remedies of specific performance and additional damages.

(b) If the Kemps are in default: The City may elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be returned and the City and the City may recover such damages as may be proper, or the City may elect to treat this contract as being in full force and effect and the City shall have the right to specific performance or damages, or both.

(c) **Costs and Expenses**. Anything to the contrary herein notwithstanding, in the event of any litigation or arbitration arising out of this Agreement, the court shall award to the prevailing party all reasonable costs and expense, including attorney fees.

25. Consent / Memorandum.

25.1 This entire Agreement and the City's obligation to proceed under its terms is expressly contingent upon the consent approval of the Grand Junction City Council. In the event such approval is not obtained on or before February 15, 2002, this Agreement shall be automatically void and of no effect.

25.2 Concurrent with the execution of this Agreement, the parties shall execute a memorandum substantially in the form provided in **Exhibit "A"** attached hereto and incorporated herein by reference, which memorandum shall be recorded in the office of the Mesa County Clerk and Recorder to provide notice of the existence of this Agreement.

26. **Total Agreement; Applicable to Successors.** This Agreement 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 Agreement and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

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

For the City of Grand Junction,
Attest:
Colorado home rule municipality

a

City Clerk
City Manager

Robert W. Kemp
Kemp

Asenath I.

Exhibit "A"

Memorandum of Lease

This is the memorandum of that certain unrecorded Agreement dated _____, 2002, between Robert W. Kemp and Asenath I. Kemp ("the Kemps"), and the City of Grand Junction, a Colorado home rule municipality ("the City"), concerning the following described real property in the County of Mesa, State of Colorado, to wit:

Address: 635 West White Avenue

Tax Schedule No.: 2945-154-32-002

Legal Description: Lot 2 of West Grand Subdivision as the same is recorded in Plat Book 12 at Page 250 in the office of the Mesa County Clerk and Recorder,

The Kemps have leased to the City the full and exclusive right to use and occupy the above described property for the term and under the provisions contained in the above-mentioned unrecorded lease. The term of the lease commences February 15, 2002, and ends February 15, 2005. Additionally, the City has the sole and exclusive option to purchase the Property.

This memorandum is not a complete summary of the Agreement. Provisions in this memorandum shall not be used in interpreting the provisions of the Agreement. In the event of conflict between this memorandum and the unrecorded Agreement, the unrecorded Agreement shall control.

In witness whereof, the parties to this memorandum and the unrecorded Agreement have caused it to be executed in Grand Junction, Colorado, as of the 15th day of February, 2002.

For the City of Grand Junction,

Attest:
Colorado home rule municipality

a

City Clerk
City Manager

Robert W. Kemp
Kemp

Asenath I.

Combined Sewer Eliminator/Water Line
CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

<u>CITY COUNCIL</u>		
<u>Subject:</u>	Combined Sewer Elimination / Water Line Replacement Project Design Services Award	
<u>Meeting Date:</u>	<u>February 6, 2002</u>	
<u>Date Prepared:</u>	<u>January 28, 2002</u>	
Author:	<u>Trent Prall</u>	<u>City Utility Engineer</u>
Presenter Name:	Trent Prall	City Utility Engineer
	<u>Workshop</u>	<u>Formal Agenda</u>

Subject: Approve a design services contract with Sear-Brown of Golden Colorado for the above project in the amount of \$1,397,689.

Summary: This work will develop final plans for the \$8.3 million Combined Sewer Elimination Project as well as \$3.5 million Water Line Replacements.

Background Information: Sear Brown will be hired to develop detailed plans for the Combined Sewer Elimination Project as well as the \$3.5 million Water Line Replacements. Sear Brown's team also includes Rolland Engineering and local geotechnical firm and construction management. Local firms will be responsible for approximately **40%** of the work product.

Sear Brown's team was selected based on its understanding of the work required, established contacts with various review agencies, thorough understanding and past experience implementing the Systematic Development of Informed Consent (SDIC) process, and best overall qualifications to perform the work.

The Sear Brown / Rolland Engineering team has recently worked with the City of Grand Junction on the design and construction inspection of the Persigo Final Clarifier and Headworks Improvements.

Sear Brown expects to invest more than 13,689 man-hours in the design and bid phase and another 1262 days overseeing construction to deliver the required work product.

Budget: The current CIP will need to be revised this spring to cover the proposed work as the loan funding approach was not approved by City Council until December 17, 2001.

The State of Colorado Drinking Water Revolving Fund Hearing is in February and will be a likely source of funds for the \$3.5 million dollar replacement.

These projects are to be paid for using loans from the following funding sources.

State of Colorado Drinking Water Revolving Fund	
\$3.5 million	
State of Colorado Water Pollution Control Revolving Fund	\$8.3 million
Total	\$11.8 million

The estimate for the engineering portion of the work \$1.54 million. As Sear Brown's submitted lump sum fee / cost not to exceed proposal was \$1,397,689, this is approximately \$140,000 under budget.

Action Requested/Recommendation: City Council authorizes the city Manager to execute a design services contract with Sear Brown.

Citizen Presentation:	No	Yes	If Yes,
Report results back to Council:			When:
Placement on Agenda:	Consent	Indiv. Consideration	Workshop

Steam Plant Demolition Project

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<u>CITY COUNCIL</u>		
<u>Subject:</u>	Steam Plant Demolition Project	
<u>Meeting Date:</u>	<u>Wednesday, February 6, 2002</u>	
<u>Date Prepared:</u>	<u>January 23, 2002</u>	
Author:	<u>George Miller</u>	
Presenter Name:	Tim Moore	
	<u>Workshop</u>	<u>Formal Agenda</u>

Subject: Award the contract for Steam Plant/Ice Plant Demolition to Palisade Constructors, Inc. in the amount of \$277,419.00.

Summary: Four bids for the project were received and opened January 22, 2002, with the low submitted by Palisade Constructors, Inc. Bids were submitted for two options: Option 1 was for removal of the structure(s) to a maximum of 2' above the basement floor level, and Option 2 was for complete removal of the structure and basement except for the north and south basement walls.

Background Information: The project will provide for demolition of the combined structure of the old Steam Plant and Ice Plant at the southeast corner of 5th St. and South Ave. The bid amount includes removal of all Asbestos containing materials.

Staff recommends Option 2, which includes demolition of the entire structure and basement with exception of the north and south basement walls of the steam plant. These walls need to be left in place to support and protect adjacent fencing, sidewalks and roadways. The Contractor plans to crush the concrete and brick rubble, and place this material in the backfill. All other materials will be salvaged or hauled away and disposed of. When completed, the site will be re-graded to the adjacent sidewalk elevation.

This project is scheduled to begin on, or before, February 18, 2002, with an expected completion date of July 28, 2002. Planned working hours will be Monday through Friday, 8am to 5pm. Once the demolition is complete, sealed bids will be accepted for the purchase of the property.

Staff is currently working with Xcel Energy regarding screening of the transformer site south of this lot. The intent will be to improve the appearance of the transformer site with landscaping.

The following bids were received for this project:

Contractor	From	Option 1	Option 2
Palisade Constructors, Inc.	Palisade, Co	\$213,445	\$277,419
M.A. Concrete Construction	Grand Junction, Co.	\$226,800	\$289,580
R.W. Jones Construction, Inc.	Fruita, Co.	\$312,300	\$442,700
Skyline Contracting, Inc.	Grand Junction, Co.	\$587,685	\$715,170

Budget (Fund 2011 F46800):

Project Costs:	
Construction	\$277,419.00
Design (to date)	\$
13,259.00	
City Inspection and Administration (Estimate)	<u>\$ 18,000.00</u>
 Total Project Costs	 \$308,678.00
Funding:	
Fund 2011 F46800	<u>\$360,000.00</u>
Remaining Balance	\$51,322.00

Action Requested/Recommendation: City Council motion authorizing the City Manager to execute a construction contract for the **Steam Plant Demolition Project** with **Palisade Constructors, Inc.** in the amount of **\$277,419.00**.

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

Report results back to Council:				When:
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Placement on Agenda:		Consent		Indiv. Consideration		Workshop
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Colorado Dept of Transportation Maint. Contract

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<u>CITY COUNCIL</u>		
<u>Subject:</u>	<u>CDOT Maintenance Contract</u>	
<u>Meeting Date:</u>	<u>February 6, 2002</u>	
<u>Date Prepared:</u>	<u>January 29, 2002</u>	
Author:	<u>Jody Kliska</u>	<u>Transportation Engineer</u>
Presenter Name:	Tim Moore	Public Works Manager
	<u>Workshop</u>	<u>Formal Agenda</u>

Subject: Approval of a Resolution authorizing the City Manager to sign a contract with the Colorado Department of Transportation (CDOT) for highway maintenance services.

Summary: The current maintenance contract with CDOT has been in effect since 1991. This contract updates the costs and adds additional lane miles and responsibilities to the existing contract.

Background Information: This contract is one of two that will be brought before City Council. The last contract negotiated with CDOT was signed in July, 1991. The City of Grand Junction has contracted with CDOT for decades for maintenance of state highways within the city limits. Since 1991, city limits have changed due to annexations and this has added miles of state highways within those limits. Activities covered under this contract include removal of snow and plowing, application of deicing products, minor pot hole patching and repair and replacement of signs and sign posts.

The change in the contract reflects the City's actual costs in 2001 for providing the specified services.

Budget: Currently, the city receives \$18,371.28 for highway maintenance services and \$6,461.04 for sign maintenance services. With this contract, the city will receive \$40,000 for maintenance services and \$27,000 for sign maintenance services.

Action Requested/Recommendation: Approve and sign the Resolution to authorize the City Manager to sign the contract with CDOT.

Citizen Presentation:		No		Yes	If Yes,
Report results back to Council:					When:
Placement on Agenda:		Consent		Indiv. Consideration	Workshop

CONTRACT

THIS CONTRACT, made this 1st day of November, 2001, by and between the STATE OF COLORADO for the use and benefit of THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the State, and CITY OF GRAND JUNCTION, STATE OF COLORADO, FEIN: 846000592, hereinafter referred to as the Contractor,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 400, Organization No. 3200, Appropriation Code No. 010, Program 3000, Function 2903, Object No. 5410 2 (N), (Contract encumbrance amount \$67,000); and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;

WHEREAS, the parties desire to enter this Contract for the Contractor to provide some or all of the certain maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services;

WHEREAS, the parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost;

WHEREAS, the State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance on the state highway system as hereinafter set forth; and

WHEREAS, the Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

NOW, THEREFORE, it is hereby agreed that:

1. The Contractor shall perform all "maintenance services" for the certain State Highway System segments described herein, located within the Contractor's jurisdiction, for a total length of 77.23 miles ("the Highways"), as follows:

I 70B

21.5 Road on Highway 6A East to 28.5 Road on I70B (includes all frontage roads within this section) 39.33 miles.

6B

I 70B East to a point 390 feet east of 29 Road (includes all frontage roads within this section) 12.3 miles

340A

From a point 200 feet west of Ridges Blvd, east to the intersection of 1st and Grand Ave. 3.4 miles

50A

From the intersection of 5th Street and Ute Ave to 27.75 Road (includes all frontages within this section) 16.2 miles

24 Road overpass over I70 .5 miles

25 Road overpass over I70 .5 miles

North I70 Frontage Road from 25 Road to 26 Road 1.5 miles

26 Road overpass over I70 (1st Street) .5 miles

26.5 Road overpass over I70 (7th Street) .5 miles

North I70 Frontage @ 26.5 Road .5 miles

27 Road Overpass over I70 (12th Street) .5 miles

Horizon Drive underpass at I70 .5 miles

29 Road overpass and 29 Road north I70 Frontage Road to cattle guard 1 mile

2. As used herein the term "maintenance services" shall mean only those maintenance services normally performed by the State to comply with its responsibility under 43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Maintenance Management Information Manual", as amended, which is incorporated herein by this reference. The Contractor shall obtain a copy of that Manual from the State before it performs any maintenance services under this Contract. ("Maintenance services" do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Contractor shall give the State immediate notice of the existence of any such conditions on the Highways.)

A. Maintenance services to be performed by the Contractor, at State expense, for the Highways under this Contract shall include (without limitation) the following services:

1) Removal of snow and plowing, application of deicing products.

- 2) Minor Pot Hole Patching, making safe, repairing, spot reconditioning, spot stabilization, including shoulders, and damage caused by ordinary washouts.
- 3) Warning the State's representative of any "dangerous condition" (as that term is defined in 24-10-103(1) C.R.S., as amended), and/or repairing that condition.
- 4) Repair of State Highway Type 1 and Type 2 signing and regulatory devices as per the Manual on Uniform Traffic Control Devices. Replace posts and sign faces as needed to provide for the safety of the public, as soon as the Contractor has notice of any State Highway signing and regulatory devices in need of repair.

B. Contractor shall also continue to perform, at its own expense, all activities/duties on the Highways that Contractor is required to perform by 43-2-135 (1) (a) and (e), C.R.S., as amended, including, but not limited to: vegetation control within the State's right of way; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures, including storm sewers.

3. The Contractor shall perform all maintenance services on an annual basis. The Contractor's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Contractor concerning the maintenance services shall be in writing. The Contractor shall contact the State Region office and obtain those standards before the Contractor performs such services.

4. The Contractor shall perform the maintenance services in a satisfactory manner, and in accordance with the terms of this Contract. The State reserves the right to determine the proper quantity and quality of the maintenance services performed by the Contractor, as well as the adequacy of such services, of the under this Contract. The State may withhold payment, if necessary, until Contractor performs the maintenance services to the State's satisfaction. The State will notify the Contractor in writing of any deficiency in the maintenance services. The Contractor shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) of its own observation; or c) by any other means. In the event the Contractor, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such

work from the subsequent payments to the Contractor, or to bill the Contractor for such work.

5. Subject to the terms of this Contract, for the satisfactory performance of the maintenance services on the Highways, as described in paragraphs 1 thru 4 above, the State shall pay the Contractor on a lump sum basis, payable in monthly installments, upon receipt of the Contractor's statements, as provided herein.

A. The lump sum payments shall be based solely on the rate negotiated by the parties per mile of the Highways, times the number of miles of the Highways - figured to the hundredth of a mile, per fiscal year of the Contract term. Provided, however, that the total of such payments during the term of the Contract shall not exceed the particular maximum amount determined by that formula of "rate X miles", unless the Contract is amended or extended accordingly.

The rate negotiated by the parties per mile for this Contract is \$867.53 per mile, and the number of miles of the Highways for which the Contractor will provide maintenance services is 77.23 miles, for a total maximum amount of \$67,000.00 per fiscal year. That rate per mile shall remain fixed for the full term of the Contract. The total payments to the Contractor during the term of this Contract shall not exceed that maximum amount of \$67,000.00 ("rate X miles"), unless this Contract is amended or extended accordingly.

B. The statements submitted by the Contractor for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Contractor billing standards.

C. If the Contractor fails to satisfactorily perform the maintenance for a segment of the Highways (or portion thereof), or if the statement submitted by the Contractor do not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

6. This Contract shall be for a term of five years. Provided, however, that the State's obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

7. The Contract shall be effective on the date it is approved by the State Controller. Upon execution of this Contract, all previous contracts between the State and the Contractor for maintenance of the Highways shall become null and void.
8. This Contract may be terminated by either party, but only at the end of a fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Contractor only for that portion of the maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Contractor shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.
9. Either party may suggest renegotiation of the terms of this Contract, provided that the Contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this Contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified only if the party requesting the rate change documents, in accord with then applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), that the requested increase/decrease is based on and results from (and is proportionate to) an increase/decrease in the "allowable costs" of performing the Work.
10. All of the covenants and provisions shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
11. The Special Provisions attached hereto are hereby made a part hereof.
12. The Contractor will maintain adequate cost records for the Work in accordance with acceptable accounting practices to determine the quality and adequacy of the maintenance services. Said records shall be available for review and audit by the State during normal working hours during the contract period and for 3 years from the date of payment to the Contractor. Upon notice, and upon mutual consent, the parties hereto may change this record requirement.
13. The Contractor represents and warrants that it has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatory to execute this contract on behalf of the Contractor and to bind the Contractor to its terms.

14. Bilateral changes within the general scope of the contract, as defined above, may be executed using the simplified change order letter process described in this paragraph and the sample letter attached for any of the following reasons:

A. Where the agreed changes result in no adjustment to the price, delivery schedule, or other terms and conditions of the contract. The change letter will contain a mutual release of claims for adjustment of price, cost, time for performance, or other terms and conditions, whether based on costs of changed work or direct or indirect impacts on unchanged work, as a result of the change; or

B. Where the changes to the contract are priced based on the unit prices to be paid for the goods or services of the contract; or

C. Where the changes to the contract are priced based on established catalog prices generally extended to the public;

The written change letter will be substantially in the form at Exhibit A, must bear the signature of the authorized agency official, the contractor, and--except where the parties agree on the face of the change order that no price/cost, schedule, or other contract adjustments are due the contractor--the State Controller or his designee. The change order letter shall refer to the basic contract and include a detailed description of the changes to the contract, the price or cost ceiling adjustment, the effective date, and (where applicable) the time within which the changed work must be done.

15. Under this Contract, the contractor has agreed to provide the services/supplies and at the rates and on the terms as described herein as needed to satisfactorily perform and complete the Contract work, subject to the availability of funding.

Funds are currently available and encumbered for the work in the amount specified above. However, the total quantity(ies) of the services/supplies to be provided by the Contractor to complete the work, and the resulting total funding amount(s) to be provided by the State in exchange therefor, as described in this Contract or otherwise made known to the Contractor, are only estimated.

If the State determines, unilaterally, that it has underestimated/overestimated these total quantity(ies)/amounts, it has the right to take the following action(s):

A. to increase/decrease the amount of available funds under this Contract; and/or

B. to order more/less of the same services/supplies on the same rates and terms during the term of this contract, in accordance with the ordering provisions of this

contract. Provided that the Contractor shall not accept any orders which create a financial obligation of the State exceeding the specified amount of available funds (as may be increased under this section), and the Contractor shall notify the State when State commitments, paid and unpaid, are within 10% of that amount. The State shall not be liable beyond that amount.

In the event of either action, the State will notify the Contractor thereof by Funding Letter. The Funding Letter will be in a form substantially equivalent to that in Exhibit B, and it shall not be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first above written.

STATE OF COLORADO
ATTEST: BILL OWENS, GOVERNOR

By _____ By _____ Chief
Clerk Executive Director
DEPARTMENT OF TRANSPORTATION

APPROVED:

ARTHUR L. BARNHART KEN SALAZAR
State Controller Attorney General

By _____ By _____
BARRY B. RYAN
Assistant Attorney General
Civil Litigation Resources Section

ATTEST: CITY OF GRAND JUNCTION

By _____ By _____
Title _____ Title _____

FEIN: 846000592

Exhibit ____ OPTION FORM LETTER:

Date: _____

TO: [Contractor]
[Address]

SUBJ: Option Exercise Letter

In accordance with Paragraph _____ of contract routing number _____, _____,
between the State of Colorado Department of Transportation and

[Contractor]

covering the period of July 1, 199 through June 30, 199 the state hereby
exercises the option for

[maintenance services for _____ at the prices specified in Exhibit ____]; or

[an additional one year's performance period at the (cost) (price) specified in
paragraph ____.]

The maximum amount payable by the State in Paragraph ____ is
(increased/decreased) by (\$ amount of change) to a new total of (\$_____). The
first sentence in Paragraph ____ is hereby modified accordingly.

State of Colorado:
Bill Owens, Governor

For the Executive Director
Colorado Department of Transportation

Title

APPROVALS:
FOR THE STATE CONTROLLER
Arthur L. Barnhart

By: _____

State Controller or Designee

Exhibit A: Bilateral Change Order Letter

Date: _____

State Fiscal Year 199 -9

Bilateral Change Order Letter No. _____

In accordance with Paragraph _____ of contract routing number _____, between the State of Colorado Department of Transportation and

[Contractor]

covering the period of July 1, 199 through June 30, 199 the undersigned agree that the supplies/services affected by this change letter are modified as follows:

Services/Supplies

The services to be provided is amended by

_____.

Price/Cost

The maximum amount payable by the State for _____ [service] [supply] _____ in Paragraph _____ is (increased/decreased) by (\$ amount of change) to a new total of (\$ _____), based on the unit pricing schedule at Exhibit _____. The first sentence in Paragraph _____ is hereby modified accordingly;

OR

The parties agree that the changes made herein are "no cost" changes and shall not be the basis for claims for adjustment to [price] [cost ceiling], delivery schedule, or other terms or conditions of the contract. The parties waive and release each other from any claims or demands for adjustment to the contract, including but not limited to price, cost, and schedule, whether based on costs of changed work or direct or indirect impacts on unchanged work. Controller approval of this "no cost" change is not required. _____ Contractor initials. _____ Agency initials.

This change to the contract is intended to be effective as of _____, but, except with respect to "no cost" changes identified above, in no event shall it be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.

Please sign, date, and return all copies of this letter on or before _____ 19____.

Contractor Name: _____ State of Colorado: _____
Governor Bill Owens,

By: _____
Name _____
Title _____
Transportation

By: _____
For the Executive Director
Colorado Department of

APPROVALS:
FOR THE STATE CONTROLLER
Arthur L. Barnhart

By: _____
State Controller or Designee

Exhibit B: [Contract Funding Letter]

Date: _____

TO: [Contractor]

SUBJ: Contract Funding Letter No. _____

In accordance with Paragraph _____ of contract routing number _____, between the State of Colorado Department of Transportation (CDOT) and

[Contractor]

covering the period of _____ through _____ the undersigned commits the following funds to the contract:

The amount of funds available and specified in paragraph _____ is (increased/decreased) by (\$ amount of change) to a new total funds available of (\$ _____) to satisfy orders, or to complete the performance of the work, under the contract. Paragraph _____ is hereby modified accordingly.

This funding letter does not constitute an order for services under this contract.

This funding letter is effective upon approval by the State Controller or such assistant as he may designate.

State of Colorado:
Bill Owens, Governor

By: _____
For the Executive Director
CDOT

APPROVALS:

FOR THE STATE CONTROLLER
Arthur L. Barnhart

By: _____

State Controller or Designee

(For Use Only with Inter-Governmental Contracts)

CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

FUND AVAILABILITY. CRS 24-30-202 (5.5)

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

INDEMNIFICATION.

Indemnity: The contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, Section 24-10-101 et seq. C.R.S. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.

INDEPENDENT CONTRACTOR. 4 CCR 801-2

The contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this contract. Contractor acknowledges that the contractor and its employees are not entitled to unemployment insurance benefits unless the contractor or third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the State) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents.

NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:

_____, GOVERNOR

By _____

Legal Name of Contracting Entity

Executive Director

of _____

Department

Social Security Number or FEIN

LEGAL REVIEW:

Signature of Authorized Officer
ATTORNEY GENERAL

By

Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal) By _____

(Corporate Secretary or Equivalent, or Town/City/County Clerk)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:

By _____

Date _____

RESOLUTION NO. -02

A Resolution Authorizing an Agreement between the City of Grand Junction and the Colorado Department of Transportation for the City to Perform Maintenance Services on State Highways

Recitals:

The State has certain legal obligations to maintain State highways in and through the City. To maximize its efficiency and effectiveness, the State has proposed a contract whereby the City will provide some or all of the maintenance services on 77.23 miles of State highways. The State will pay the City a reasonable, negotiated fixed rate of \$867.53 per mile for the services.

The City is ready, willing and able to proceed with the work and the City Council has authorized the City Manager to sign the agreement so that the City staff may deliver the work.

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

1. The City Council hereby authorizes the City Manager to sign the Highway Maintenance Contract with the Colorado Department of Transportation.
2. The City Council hereby authorizes the expenditure of funds and the commitment of resources, as necessary to meet the terms and obligations of the agreement.
3. This resolution shall be in full force and effect from the date on which it is signed.

PASSED AND APPROVED this 6th of February 2002.

Cindy Enos-Martinez
President of the Council

ATTEST:

Stephanie Tuin
City Clerk

Attach 14

Line Officer Grant

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL		
Subject:	Line Officer Grant – Colorado Regional Community Policing Institute	
Meeting Date:	February 6, 2002	
Date Prepared:	January 22, 2000	
Author:	Dave Arcady	Title: Police Officer
Presenter Name:	Robert Knight	Title: Police Lieutenant
	Workshop	Formal Agenda

Subject: Line Officer Grant

Summary:

The Police Department is seeking approval to submit for two, line-officer grants in the amount of \$2,000 each. These grants are federal dollars as administered by the *Colorado Regional Community Policing Institute* (CRCPI).

The first grant would provide funding to hire a professional mediator who would work in concert with the Police Department to develop a community mediation process. This process will solicit trained mediators to assist the police department in settling on-going neighborhood disputes between residents.

The second grant is for a pilot project where we would purchase an additional hand-held radar unit. Volunteers from the Seniors and Law Enforcement Together (SALT) group will be trained to take the radar into areas of speeding complaints to monitor traffic and to record license plate numbers from speeding motorists. The registered owner of the vehicle will then be contacted by mail and advised of the violation and asked to adhere more closely to the traffic laws.

Background Information:

The *Colorado Regional Community Policing Institute* (CRCPI) is the grant agency for line officer grants. Line officer grants are to be used to further community policing initiatives and are distributed in increments of \$500.00 to \$2,000.00. The funds for these activities are Federal dollars passed through the CRCPI.

The Mission of the Institute is to further the practices and philosophy of community policing throughout the state of Colorado, with a focus on building community/police partnerships for problem solving. The four goals of the Institute are:

To provide both public safety agencies and communities with a better understanding of the concepts and philosophies of community policing-problem solving and community partnerships-through **community policing basic training**.

To define and pilot a process designed to provide a **blueprint for communities** to implement the practices and principles of community policing.

To assist public safety agencies with the implementation of community policing by providing **specialty training** in management practices and other defined areas.

To provide a forum for delivery of information on community policing and partnership building through **regional conferences**.

Eligibility

To be eligible for Line Officer Grant funding, a project must:

Demonstrate use of problem-oriented policing;

Demonstrate a law enforcement partnership with a community group or school to address the identified problem.

Create a Partnership Agreement and time line.

Budget:

The total cost of these two projects is \$\$,000. There are no hard dollar costs to the City for these projects.

Action Requested/Recommendation:

The Police Department recommends Council grant their approval for the Police Department to submit for these grant funds.

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

Report results back to Council:				When:
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Placement on Agenda:		Consent		Indiv. Consideration		Workshop
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Replacement Mowers

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<u>CITY COUNCIL</u>		
Subject:	Purchase 2 Wide Area Mowers	
Meeting Date:	February 6, 2002	
Date Prepared:	January 31, 2002	
Author:	Ron Watkins	Title: Purchasing Manager
Presenter Name:	Ron Watkins	Title: Purchasing Manager
	Chuck Leyden	Title: Fleet & Facilities Manager
Workshop		Formal Agenda

Subject: Purchase Two, 2002 Wide Area Mowers for the Grand Junction Parks Department.

Summary: This purchase is being made to replace unit #1367 Wide Area Mower and add one additional unit to the Parks fleet.

Background Information: These units are being purchased as a result of a previous competitive bid #08B-00-RW, dated 3/15/2000. Twelve bids were solicited from our active bidder's listing and the solicitation was advertised in the Daily Sentinel as required by City Purchasing Policy. Three responsive bids were received and opened. The low responsive and responsible bid was submitted by L.L. Johnson Distributing Company, Denver, Colorado in the amount of \$35,890 each. City Purchasing Policy allows additional purchases of like equipment from previous bid awards for a period of two years if the successful bidder guarantees to provide the units for the same price as the award. L.L. Johnson has guaranteed the previous bid price to the City.

Budget: 2002 funds have been approved in the fleet replacement and CIP budgets in the amount of \$76,920 for this purchase.

Action Requested/Recommendation: Authorize the City Purchasing Manager to purchase two Toro Wide Area Mowers from L.L. Johnson Distributing Company for the amount of \$71,780, less \$1500 trade in for one used unit. Total net cost F.O.B. Grand Junction, Colorado of \$70,280.

Citizen Presentation:		No		Yes	If Yes,
Name:	N/A				

Purpose:	N/A
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Report results back to Council:					When:	
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Placement on Agenda:		Consent		Indiv. Consideration		Workshop
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Attach 16

Five Yard Dump Truck

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL		
Subject:	Purchase 2002 Tandem Axle Dump Truck	
Meeting Date:	February 6, 2002	
Date Prepared:	January 31, 2002	
Author:	Ron Watkins	Title: Purchasing Manager
Presenter Name:	Ron Watkins	Title: Purchasing Manager
	Chuck Leyden	Title: Fleet & Facilities Manager
Workshop		Formal Agenda

Subject: Purchase one 2002 Tandem Axle Dump Truck for the Grand Junction Streets Division of Public Works Department.

Summary: This purchase is to replace two single axle, 5-yard dump units #1270 and #1082 , 1990 GMC Dump Trucks.

Background Information: The City purchased one unit based on the same specifications as approved by the City Council October 17, 2001 (Bid #64B-01-RW). Mesa Mack Sales, Grand Junction, Colorado has agreed to supply this additional Dump Truck at the same price as last year. Five bids were solicited from the City's active bidder's list and the solicitation was advertised in the Daily Sentinel per City Purchasing Policy. The City Fleet Manager and the City Purchasing Manager agree with this recommendation. It is an excellent value for the City. Mesa Mack Sales is providing an exact unit on a 2002 Mack Chassis. The City Fleet Manager is accepting the trade-in offer of \$29,000 with regard to this purchase for the two replaced units.

Budget: 2002 funds have been approved in the fleet replacement budget in the amount of \$152,464.00 for this purchase.

Action Requested/Recommendation: Authorize the City Purchasing Manager to purchase one 2002 Mack Tandem Axle Dump Truck for the net bid amount of \$67,872.00, F.O.B. Grand Junction, Colorado.

Citizen Presentation:	No	Yes	If Yes,
Name:	N/A		
Purpose:	N/A		

Report results back to Council:				When:
Placement on Agenda:		Consent	Indiv. Consideration	Workshop

Attach 17

Life Line Ambulance

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

<u>CITY COUNCIL</u>		
Subject:	Purchase 2002 Type III Ambulance	
Meeting Date:	February 6, 2002	
Date Prepared:	January 31, 2002	
Author:	Ron Watkins	Title: Purchasing Manager
Presenter Name:	Ron Watkins	Title: Purchasing Manager
	Chuck Leyden	Title: Fleet & Facilities Manager
Workshop		Formal Agenda

Subject: Purchase one 2002 Type III Ambulance for the Grand Junction Fire Department.

Summary: This purchase is to replace unit #2038, 1993 Ford Rescue Unit.

Background Information: The City purchased one unit based on the same specifications as approved by the City Council June 20, 2001 (Bid #47B-01-RW). Rocky Mountain Emergency Vehicles has agreed to supply this additional Ambulance at the same price as last year. Seven bids were solicited and the solicitation was advertised in the Daily Sentinel per City Purchasing Policy. The Fire Department evaluation team, the City Fleet Manager and the City Purchasing all agree with this recommendation. It is an excellent value for the City. The initial Ambulance was a demonstrator unit, but this additional unit will be a new 2002 unit. They will provide the same discounting as the initial bid and provide an exact unit on a 2002 Ford chassis. The City Fleet Manager chose not to accept the trade-in option. Delivery of the proposed unit can be accomplished within 60 days ARO.

Budget: 2002 funds have been approved in the fleet replacement budget in the amount of \$110,000 for this purchase.

Action Requested/Recommendation: Authorize the City Purchasing Manager to purchase one 2002 Lifeline Superliner Ambulance on Ford F-450 chassis for the bid amount of \$95,947.00 F.O.B. Grand Junction, Colorado.

Citizen Presentation:		<u>o</u>	<u>Yes</u> <u>If Yes,</u>
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<u>Name:</u>	<u>N/A</u>
<u>Purpose</u>	<u>N/A</u>

<u>Report results back to Council:</u>					
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<u>Placem ent on Agenda:</u>		<u>o n s e n t</u>		<u>Indiv. Considerati on</u>		<u>ork sh op</u>
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Attach 18
Ordinance of Salary of the City Manager
 CITY COUNCIL AGENDA
 CITY OF GRAND JUNCTION

CITY COUNCIL		
Subject:	Setting the City Manager's Salary	
Meeting Date:	February 6, 2002	
Date Prepared:	January 31, 2002	
Presenter Name:	City Council	
	Workshop	Formal Agenda

Subject: An Ordinance Amending Ordinance No. 3387 adopted December 5, 2001, Section 3, Setting the City Manager's Salary

Summary: Article VII, Section 57 of the Charter states the City Manager's salary is to be fixed by the Council by ordinance. Based on the market survey comparing similar communities, the City Council has determined the 2002 salary for the Grand Junction City Manager. See attached.

Action Requested/Recommendation: Adopt an Ordinance Amending Ordinance No. 3387, Setting the City Manager's Salary

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

Report results back to Council:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When:
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Placement on Agenda:		C o n s e n t		Indiv. Consideratio n		Wo rks ho p
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Table 1 City of Grand Junction 2001 Survey

CITY MANAGER									
AGENCY	CLASS TITLE		2001 MONTHLY SALARY		ACTUAL	ADJUSTED ACTUAL		# FTES	SUPV.
		REF ID	MIN				RETIREMENT %		

Arvada	City Ma nag er	1 1 1 4		1 3 5 7 6	121 702		1 0 0 0	5 9 7
Broom field	City Ma nag er	1 0 6 5	7 9 7 3	1 2 7 5 0 0	119 718		1 3 0 8	4 6 3
Engle wood	City Ma nag er	1 1 0 5		1 1 0 0 4	995 51		1 6 6 2	4 3 0
Fort Collins	City Ma nag er	1 0 6 0		1 3 9 8 2 4	131 909		1 9 6 2	1 2 1 6
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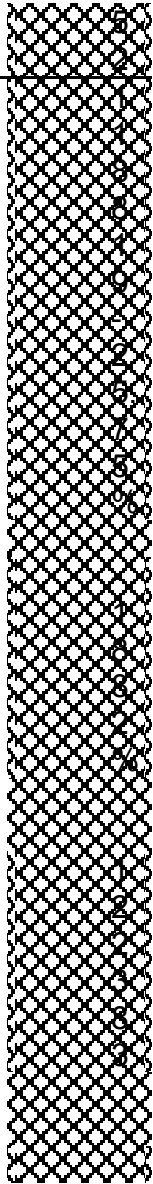
	er				2 8 8			0 0
Loveland	City Manager	1 0 4 6	7 0 5 5		*			5 9 5
Mesa Co. School Dist. 51	Superintendent	1 0 0 0			1 3 0 0 0	130 000		
Mesa County	County Administrator	1 0 0 0	5 3 6 1		9 8 4 5 7	984 57		1 1 6 2
Pueblo	City Manager	1 0 1 6	7 5 5 0		1 2 0 0 0	118 110		1 0 0 0
State of Colorado	Mesa State College	1 0 0 0			1 2 4 0 4	124 004		

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vacant

Media n Actual Rate									
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Median Adjusted Actual Rate % GJ above/below Median Actual Rate % GJ above / below Median Adjusted Rate Market Target – Adjusted actual plus 3%



Ordinance No. _____

AN ORDINANCE AMENDING ORDINANCE 3387, SECTION 3, SETTING THE SALARY OF THE CITY MANAGER

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

That commencing January 1, 2002, the annual salary of the City Manager of the City of Grand Junction, Colorado shall be \$110,000.

Introduce on first reading this 6th day of February, 2002.

PASSED AND ADOPTED this _____ day of February, 2002.

Attest:

City Clerk

President of the Council

CITY COUNCIL AGENDA
 CITY OF GRAND JUNCTION

CITY COUNCIL			
Subject:	RZP-2001-225, The Pines Subdivision		
Meeting Date:	February 6, 2002		
Date Prepared:	January 23, 2002		
Author:	Pat Cecil	Development Services Supervisor	
Presenter Name:	Pat Cecil	Development Services Supervisor	
	Workshop Agenda		Formal Agenda

Summary: Approval of a rezoning application to change the zoning of the project site from the RSF-1 (Residential Single Family-1 dwelling unit per acre) to the RSF-2 (Residential Single Family-2 dwelling units per acre) in conjunction with a 10 lot subdivision of approximately 5.07 acres.

Background Information: The Planning Commission reviewed the rezone application on December 11, 2001, and recommended approval of the rezone to the City Council.

Budget: Not applicable

Action Requested/Recommendation: Conduct the public hearing and approve the ordinance on second reading.

Citizen Presentation:		No	Yes
Name:	Ted Ciavonne- Representative		
Purpose:	Presentation on project		

Report results back to Council:				When:	
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Placement on Agenda:		Consent		Indiv. Consideration		Workshop
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CITY OF GRAND JUNCTION
CITY COUNCIL

MEETING DATE: January 16, 2002
STAFF PRESENTATION: Pat Cecil

AGENDA TOPIC: Rezoning request RZP-2001-225, The Pines Subdivision

SUMMARY: The petitioner is requesting approval of a rezoning application to change the zoning of the project site from the RSF-1 (Residential Single Family-1 dwelling unit per acre) to the RSF-2 (Residential Single Family-2 dwelling units per acre) in conjunction with a 10 lot subdivision of approximately 5.07 acres.

ACTION REQUESTED: Approval of the rezoning

BACKGROUND INFORMATION	
Location:	2645 F ½ Road

Applicants:		Grand Valley Development, LLC Cliff Anson, Representative Ciavonne & Associates, Consultant		
Existing Land Use:		Existing residence on the site		
Proposed Land Use:		Residential		
Surrounding Land Use:	<u>North</u>	Residential		
	<u>South</u>	Residential		
	<u>East</u>	Residential		
	<u>West</u>	<u>Residential</u>		
Existing Zoning:		Residential Single Family-1 dwelling per acre (RSF-1)		
Proposed Zoning:		Residential Single Family-2 dwellings per acre (RSF-2)		
Surrounding Zoning:	North	Residential Single Family-1 dwelling per acre (RSF-1)		
	South	Residential Single Family-2 dwellings per acre (RSF-2)		
	East	Residential Single Family-1 dwelling per acre (RSF-1)		
	West	Residential Single Family-1 dwelling per acre (RSF-1)		
Growth Plan Designation:		Residential Medium 4-8 dwelling units per acre		
Zoning within density range?			Yes	No

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Background: The existing RSF-1 zoning of the site occurred at the time of annexation of the area. According to the Presigo Agreement, property being annexed can either be zoned consistent with the Growth Plan Future Land Use Map or consistent with the County zoning. The RSF-1 was consistent with the County zoning at that time. The RSF-1 zone district was not consistent with the Growth Plan Future Land Use Map density of 4-8 dwelling units per acre. A copy of the City Council minutes of the annexation hearing is attached for the Council's reference.

Rezoning: The petitioner is requesting a recommendation of approval from the Planning Commission to rezone approximately 5.07 acres from the RSF-1 zone district to the RSP-2 zone district. The density of The Pines Subdivision is 1.97 dwelling units per acre.

The RSP-2 density is permissible under Section 3.6.B.4. of the Zoning and Development Code. This section of the Zoning and Development Code allows parcels that are less than 10 acres in size to be developed at 1/2 of the density identified by the zoning and/or Growth Plan Future Land Use Map designation. The RSP-2 zone district would also be consistent with the zoning of the Sage Court area adjacent to the southeast.

This zone district would also be consistent with proposed Growth Plan changes to reduce density in the area that staff will be recommending in the Plan update currently in progress.

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

1. The existing zoning was in error at the time of adoption;

The existing zoning (RSF 1) is a carry over from the County when this property was annexed; the Growth Plan 'zoning' appears to be in error. This site is currently designated as Residential Medium Density 4-8 Units/Acre on the City of Grand Junction Future Land Use Map. The Grand Junction Community Development Department has indicated that 4-8 Units/Acre was likely not intended for this area, and that a lesser density classification should have been designated for this property. We understand that City Staff will be initiating a Growth Plan amendment on and around this property for densities not exceeding 4 Units/Acre.

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, ect.;

There has not been a change of character in the neighborhood.

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 nuisances;

The proposed rezone, to RSF-2, allows maximum densities of two units per acre.

This +5 acre property will have 10 for a density of 1.97 units per acre. We believe

this rezone is compatible with the neighborhood, and will not have adverse impacts beyond those expected with an RSF-2 development.

The proposal conforms with and furthers the goals and policies of the Growth Plan,

other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;

When considering the forthcoming lower density Growth Plan designation, along with density provisions allowed for lots less than 10 acres in size (Code 3.6.4.b), the proposed plan and RSF-2 Zoning meets the intent of the Code and Growth Plan.

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

There are adequate public facilities to serve this project.

6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and
Since we are requesting a zoning that allows a lower density, this item does not apply.
7. The community or neighborhood will benefit from the proposed zone.

Based on feedback received first at the neighborhood meeting, additional feedback

at the denied RSF-4 Rezone, and letters of support from the recent Concept Plan Review by Planning Commission, the neighborhood appears ready to accept 10 lots. The community benefits from an infill development that utilizes existing infrastructure.

Planning Commission Recommendation: The Planning Commission recommends approval of the requested zoning finding the rezoning to the RSF-2 district to be consistent with the Growth Plan, adjacent land uses and Sections 2.6 and 3.6.B.4. of the Zoning and Development Code.

- Attachments: a. Ordinance
b. General location map
c. Preliminary Plan

General Project Report

Letter from petitioner (2-pages)

Letters in support of project (3-pages)

Letter in opposition (rec. after the Planning Comm. hearing (1-page)

- h. City Council Minutes, July 5, 2000 (4-pages)

CITY OF GRAND JUNCTION, COLORADO

Ordinance No. _____

ZONING 5.07 ACRES OF LAND LOCATED

AT 2645 F ½ Road

Recitals.

A rezone from the Residential Single Family-1 (RSF-1) district to the Residential Single Family-2 (RSF-2) district has been requested for the properties located at 2645 F ½ Road for purposes of developing a 10 lot subdivision.

The City Council finds that the request meets the goals and policies and future land use 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, and the project meets the density standards of Section 3.6.B.4. of the Zoning and development Code.

The Grand Junction Planning Commission, at its December 11, 2001 hearing, recommended approval of the rezone request from the RSF-1 district to the RSF-2 district.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND RESIDENTIAL SINGLE FAMILY-2 (RSF-2) DISTRICT.

Parcel 1: A parcel of land located in the NW 1/4 NE 1/4 SW 1/4 Sec 2, T1S, R1W of the UM, Mesa Co, CO, & being more particularly desc as follows: Beg at a pt on the S ROW of F 1/2 Rd as desc in Bk 882, Pg 309 of the Mesa Co recds, from which the center 1/4 cor of Sec 2, a standard Mesa Co brass cap, bears N87°42'26" E, 808.99', & considering the in btwn the center 1/4 cor & the center 1/4 cor, standard Mesa Co brass cap, to bear S89°23'15" W, 150.7179, all bearings being relative thereto, thence S89°00'00" W, along the S 1/2 of S 50 1/2 Rd, 750.7179, to a pt on the E line of the vacated rd desc in Bk 1715, Pg 983 of the Mesa Co recds; N06°55'17" E along CL of the vacated rd, 239.52' to the POB. Said parcel contains 0.90 ac, more or less.

Parcel 2: A parcel of land located in the NW 1/4 NE 1/4 SW 1/4 Sec 2, T1S, R1W of the UM, Mesa Co, CO, & being more particularly desc as follows: Beg at a pt on the S ROW of F 1/2 Rd as desc in Bk 886, Pg 309 of the Mesa Co recds, from which the center 1/4 cor of Sec 2, a standard Mesa Co brass cap, bears N87°42'26" E, 808.99', & considering the in btwn the center 1/4 cor & the center 1/4 cor, standard Mesa Co brass cap, to bear S89°23'15" W, 150.7179, all bearings being relative thereto, thence S89°00'00" W, along the vacated rd desc in Bk 1715, Pg 983 of the Mesa Co recds; N06°44'43" W, along E ROW of the Grand Valley Canal, 285.16'; N00°00'00" E, 428.50' to the S ROW of the F 1/2 Rd, N89°49'56" E along S ROW of F 1/2 Rd, 301.06' to the POB. Said parcel contains 2.75 ac, more or less.

Parcel 3: A parcel of land located in the NW 1/4 NE 1/4 SW 1/4 Sec 2, T1S, R1W of the UM, Mesa Co, CO, & being more particularly desc as follows: Beg at the SE cor of the NW 1/4 NE 1/4 SW 1/4 Sec 2, from which the center 1/4 cor of Sec 2, a standard Mesa Co brass cap, bears N44°54'21" E, 931.65', & considering the in btwn the center 1/4 cor & the center 1/4 cor, a standard Mesa Co brass cap, to bear S89°23'15" W, 150.7179, all bearings being relative thereto, thence S89°23'15" W, along the S ROW of the Grand Valley Canal, 144.9' to the S ROW of the NW 1/4 NE 1/4 SW 1/4 Sec 2, thence along the following courses: N14°49' E, 48.74'; N05°12' E, 51.07'; N72°33'36" W, 199.88'; N06°55'17" E, 199.88'; N89°23'15" W, 150.7179, to the E line of the NW 1/4 NE 1/4 SW 1/4 Sec 2, S00°00'00" W, along the E line of the NW 1/4 NE 1/4 SW 1/4 Sec 2, 390.00' to the POB. Said parcel contains 1.50 ac, more or less.

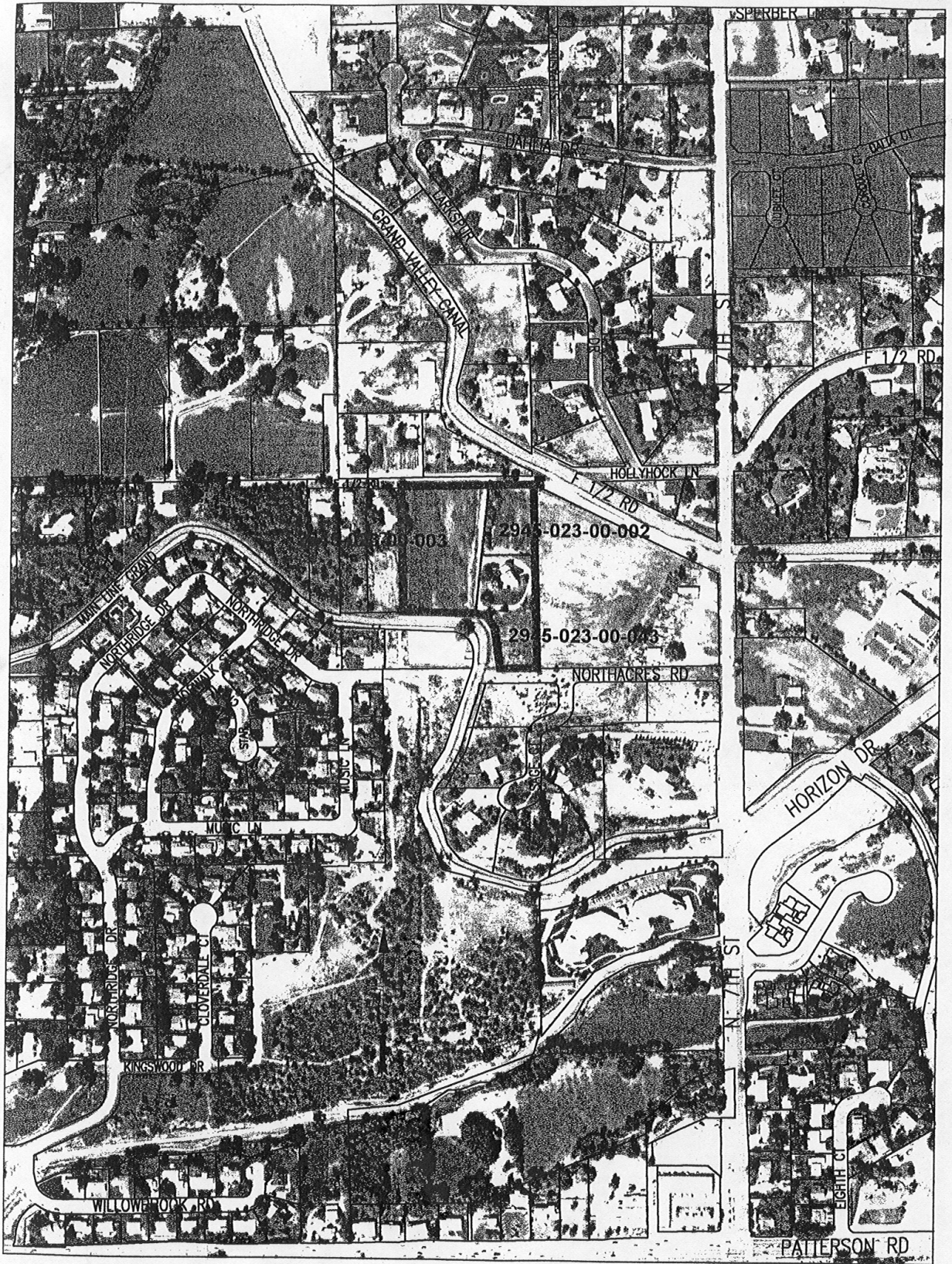
INTRODUCED for FIRST READING and PUBLICATION this 16th day of January, 2002.

PASSED on SECOND READING this 6th day of February, 2002.

ATTEST:

City Clerk

President of Council

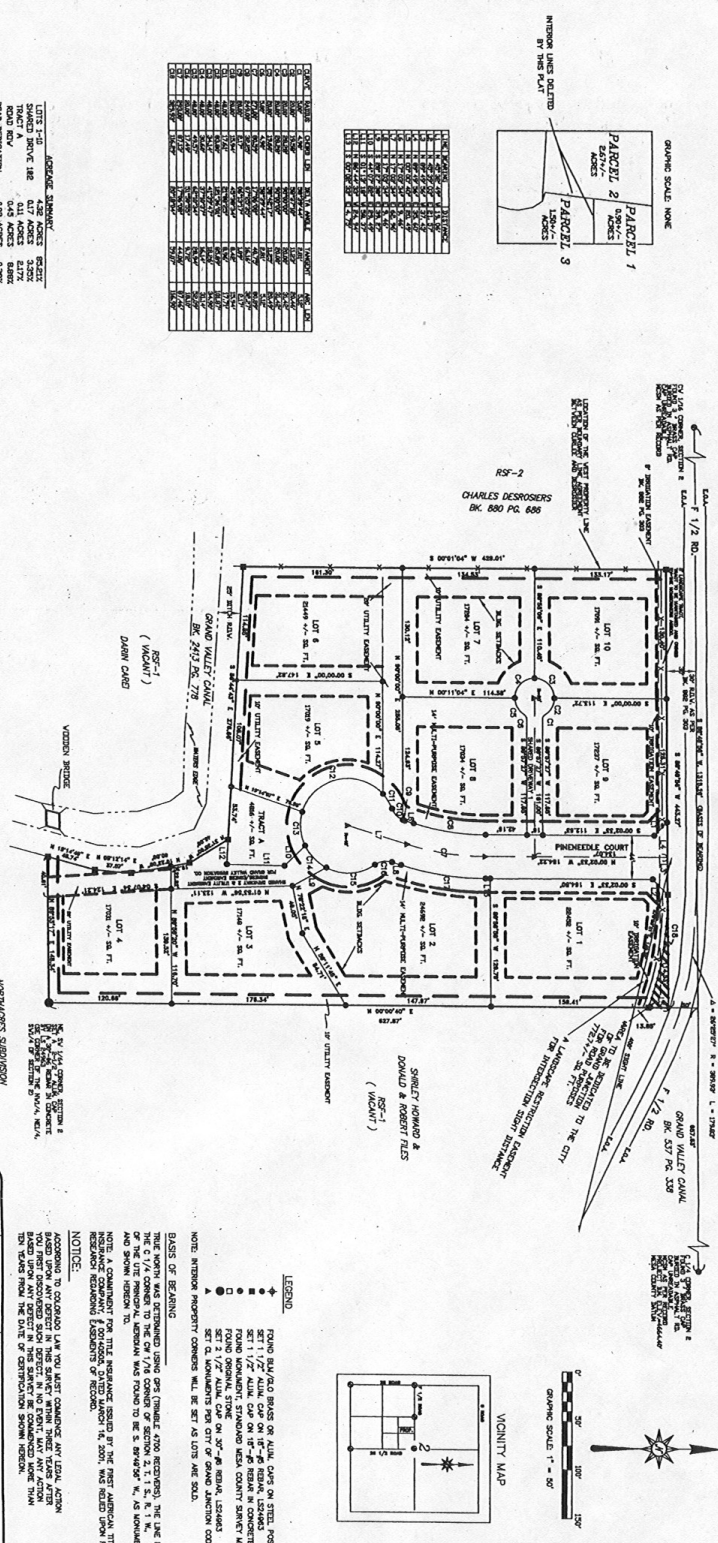


LOCATED IN THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 2, T. 1 S., R. 1 W., UTE PRINCIPAL MERIDIAN
 CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

THE PINES SUBDIVISION PLAT

ETHEL BANKERT
 BK. 963 PG. 134

ALISA BAKER
 BK. 1922 PG. 614



ADVANCE SUMMARY

LOT 1-10	RESIDENTIAL
TRACT A	RESIDENTIAL
TRACT B	RESIDENTIAL
ROAD EASEMENT	RESIDENTIAL
UTILITY	RESIDENTIAL

FROM VARIOUS BUILDING EASEMENTS

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The Pines Subdivision Preliminary Plan General Project Report

Project Overview

The petitioner, Grand Valley Development, LLC, is seeking preliminary approval for the rezone and subdivision of property at 2645 F ½ Road. This entire property consists of three tax parcels totaling 5.07 acres. The proposed subdivision will have a total of 10 lots, with a density of 1.97 units/acre and 0.11 acres of dedicated open space. The project can display that it meets the intent of the current Zoning and Development Code and the Future Land Use Map.

A. Project Description

Location and Site Features

The current address, 2645 F ½ Road, is for the existing home that sets on the east side of the 5.07 acre property. It is accessed by a driveway off F ½, which is also an access easement to the Grand Valley Canal. The entire property lies north of the Sage Court and Northacres Subdivisions, separated by an unimproved City ROW; northeast of the Northridge development, separated by the lower Grand Valley Canal; and south of Crestridge Subdivision, separated by the upper Grand Valley Canal and F ½ Road. The site slopes generally to the southwest, and is reasonably flat. A few mature trees exist along the property perimeters (volunteers), with desirable tree plantings and lawn around the existing house. The west half of the property, west of the driveway, is presently irrigated pasture.

Existing Zoning

This site is currently zoned RSF-1 but is designated as Residential Medium 4-8 Units/Acre on the current City of Grand Junction Growth Plan/Future Land Use Map. The Grand Junction Community Development Department has indicated that 4-8 Units/Acre was likely not intended, and that a lesser density classification should have been designated for this property. We understand that City Staff will be initiating a Growth Plan Amendment on and around this property for densities not exceeding 4 Units/Acre.

Proposed Plan

This proposal is to divide the site into 10 home sites, which includes the one existing home. Lot sizes vary from 17,019 SF to 24,428 SF, and meet the standards for the RSF-2 Zone. All 10 lots will be accessed by one cul-de-sac (Pineneedle Court) and shared driveways off this cul-de-sac. The proposed access to the cul-de-sac aligns with the present driveway. The layout of Pineneedle Court and all 10 lots respect the existing house and significant vegetation. Irrigation water will be provided to each lot, as well as common open space and landscape areas. All layout dimensions shall meet current city standards.

When considering the forthcoming lower density Growth Plan designation, along with density provisions allowed for lots less than 10 acres in size (Code 3.6.4.b), the proposed plan and RSF-2 Zoning meets the intent of the Code and Growth Plan. This project proposes a density of 1.97 units per acre.

B. Public Benefit

The Pines will offer a unique residential neighborhood, located in a more rural-like area close to downtown Grand Junction. Public benefits include:

- the development of infill properties adjacent to existing City services;
- the creation of larger lots in a neighborhood of similar densities;
- maintenance of existing traffic patterns ... no new access points on to F ½ Road;
- maintenance of the majority of existing mature trees;
- continued use of irrigation water associated with the property, and / or improvements to irrigation delivery to downstream users;
- land dedications to improve F ½ ROW needs;
- the creation landscape easements and maintained open space for detention;
- the walled and landscaped buffering between this project and F ½ Road.

C. Project Compliance, Compatibility, and Impact

Adopted Plans and Policies

Rezone Criteria; Section 2.6, Zoning and Development Code

1. The existing zoning (RSF 1) is a carry over from the County when this property was annexed; the Growth Plan 'zoning' appears to be in error. This site is currently designated as Residential Medium Density 4-8 Units/Acre on the City of Grand Junction Future Land Use Map. The Grand Junction Community Development Department has indicated that 4-8 Units/Acre was likely not intended for this area, and that a lesser density classification should have been designated for this property. We understand that City Staff will be initiating a Growth Plan Amendment on and around this property for densities not exceeding 4 Units/Acre.
2. There has not been a change of character in the neighborhood.
3. The proposed rezone, to RSF 2, allows maximum densities of two units per acre. This +5 acre property will have 10 for a density of 1.97 units per acre. We believe this rezone is compatible with the neighborhood, and will not have adverse impacts beyond those expected with an RSF 2 development.
4. When considering the forthcoming lower density Growth Plan designation, along with density provisions allowed for lots less than 10 acres in size (Code 3.6.4.b), the proposed plan and RSF-2 Zoning meets the intent of the Code and Growth Plan
5. Adequate public facilities and services are available, or will be made available as part of this development.
6. Since we are requesting a zoning that allows a lower density, this item does not apply.
7. Based on feedback received first at the neighborhood meeting, additional feedback at the denied RSF 4 Rezoning, and letters of support from the recent Concept Plan Review by Planning Commission, the neighborhood appears ready to accept 10 lots. The community benefits from an infill development that utilizes existing infrastructure.

The Pines meets the following key issues and goals of the adopted Growth Plan.

- The Pines helps ensure land use compatibility; supports compact development patterns; focuses on the unique needs of the neighborhood; helps enhance community aesthetics.
- Policies 1.1-1.3- At present the proposed zoning is below the guidelines established in the Growth Plan, however, for this property the Growth Plan appears to be inaccurate. The decreased density is a result of the developer's and surrounding neighbors desire to be sensitive to the surrounding neighborhood character.
- Policy 5.2-5.3- The Pines will utilize existing public facilities (streets, utilities)
- Policy 6.5- The Pines will use existing irrigation water for home irrigation systems as well as open space irrigation.
- Policies 7.1-7.4- The Pines will pay its appropriate share of development and open space fees.
- Policy 10.3- The Pines proposes development densities that are supportive of the valued character of the neighborhood while considering the needs and values of the community as a whole.
- Policies 13.1-13.3- The Pines has set aside entrance areas for landscaping.
- Policies 23.6-23.7- The Pines has minimized new roads, and maximized shared driveways.

Surrounding Land Use

Parcels surrounding The Pines have slowly converted from agricultural uses to residential uses. Land use to the south is predominantly residential with densities of 2-4 units per acre; to the north are densities of 1 unit per acre.

Site Access & Traffic

The proposed road, Pineneedle Court, intersects F ½ Road where the existing driveway entry lies. Access to the Grand Valley Canal will be from the end of Pineneedle Court. Increased traffic associated with 9 additional residential units is anticipated on F ½ Road, particularly east of the entrance to The Pines.

The proposed road is a cul-de-sac residential court street section with a 44' right-of-way, attached 6' 6" curb, gutter and walk, with a 28' asphalt mat.

Availability of Utilities

The City of Grand Junction sanitary sewer line runs along the east edge of the site. Both gas and electric lines run under F ½ Road, as well as an irrigation water line which currently serves the site.

Site Soils

A Geologic Report titled "Subsurface Soils Exploration, Curlee Property, 2645 F ½ Road, Grand Junction, CO," is provided with this submittal.

D. Development Schedule and Phasing

The Pines is planned as a single phase, for development as soon as possible (winter 2001, spring 2002).

January 24, 2002

City Council
City of Grand Junction
250 North 5th Street
Grand Junction, CO

RECEIVED
JAN 25 2002
COMMUNITY DEVELOPMENT
DEPT.

Re: Rezoning of the Four Pines Subdivision.

Dear Madam Mayor and Council Members,

Grand Valley Development entered into a purchase agreement with Dr. Paul and Pamela Curlee in March of 2001. The Curlees were concerned about the effect that development of their property would have on the neighborhood. So in the contract we stipulated that we would only apply for 11 units (the existing house and 10 additional lots on 5.25 acres) subject to approval by the City of Grand Junction. This level of development was presumed to be acceptable to the neighbors.

At our pre-app meeting with the Department of Community Development we were told that we would need to have a minimum of 4 units/acre, and a re-zoning to RSF-4 in order to comply with the precepts of the Future Land Use Map and the Growth Plan. We followed the recommendations of Staff and submitted a request for re-zoning to RSF-4. This request met with substantial neighborhood resistance; and the Planning Commission denied our request at its August 14, 2001 meeting.

We then went to the neighbors to see if and how we could address their concerns. Almost unanimously they agreed to support a development of 2 units/acre. I next checked with Staff to see if they could support a re-zoning to RSF-2. They said they would and they have.

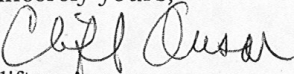
We have a letter supporting the project that is signed by our immediate neighbors to the South and to the West. Our neighbor to the North, Alisa Radice, while declining to sign the letter of support, did say to me that she would not oppose our project. I even offered to meet with her and Wayne at their house to make a personalized presentation of the newly designed 10 unit project. My offer was declined.

In order to confirm support for RSF-2 zoning, our next step was to submit a Concept Plan containing 10 units with a re-zoning to RSF-2 to the Planning Commission for its review on October 9, 2001. We were met with a very welcome response by all the

Commissioners. Indeed, we were thanked for the extra effort we had made in working with the neighbors and to address all the diverse interests in this project. The formal re-zoning application to RSF-2 was approved by Consent Agenda at the December 11, 2001 meeting. Two of our immediate neighbors were in attendance at that meeting. They both declined the opportunity to call our project from the Consent Agenda or to address the Planning Commission.

It is clear that we have gone the extra mile here in giving everybody who is closely affected by our project a chance to participate in the process. Please let me know if I can be of any additional service.

Sincerely yours,


Clifton Anson

September 28, 2001

City of Grand Junction Planning Commission
250 N. 5th Street
Grand Junction, CO 81501

Re: The Pines Subdivision at 2645 F1/2 Road Grand Junction, Colorado.

Gentleman,

We feel that RSF-2 zoning (2 units/acre) is appropriate for the above referenced project and the surrounding properties. Furthermore, we would support a site plan that contains only 10 units.

Thank you,

NAME

ADDRESS

Neal Gilman
Neal Gilman

627 Sage Ct.
GJ 81506

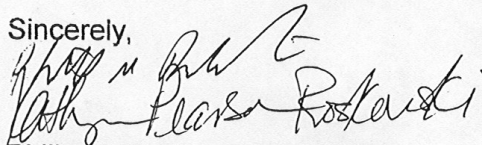
September 25, 2001

Mr. Cliff Anson,

We, Philip and Kathryn Roskowski, are neighbors of the proposed development "The Pines" at 2645 F1/2 Road. We support the new concept for the development with a rezone request to RSF-2 zoning. While we would prefer to see it developed as zoned (RSF-1) we recognize that development in the area will occur. The RSF-2 zoning requested by Mr. Anson and his company is a fair compromise for all involved. A density of 2 units per acre is more in keeping with surrounding development and will help maintain the character of the neighborhood.

Although it does not conform to the existing growth plan, it does fall in line with pending proposed growth plan amendments. We hope that the development authorities will support this plan.

Sincerely,



Philip M. Roskowski
Kathryn P. Roskowski
630 Sage Court
Grand Junction, Colorado 81506

September 28, 2001

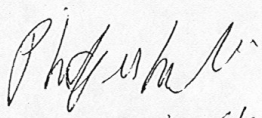
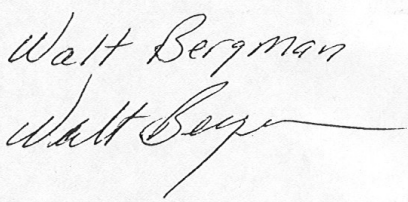

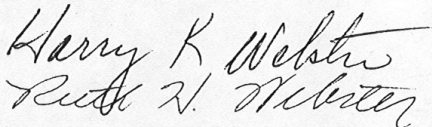
City of Grand Junction Planning Commission
250 N. 5th Street
Grand Junction, CO 81501

Re: The Pines Subdivision at 2645 F1/2 Road Grand Junction, Colorado.

Gentleman,

We feel that RSF-2 zoning (2 units/acre) is appropriate for the above referenced project and the surrounding properties. Furthermore, we would support a site plan that contains only 10 units.

Thank you,

NAME	ADDRESS
 Philip M Rostkowski	630 Sage Ct. Grand Junction 81506
 Walt Bergman	628 Sage Ct G. J. CO 81506
 Chula Desrosier	2643 F $\frac{1}{2}$ Rd 81506
 Harry K Webster Rick N. Webster	629 Sage Ct GJT CO 81506

Alisa Radice
Wayne Meineke
2634 F ½ Road
Grand Junction CO 81506

July 7, 2001

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

RECEIVED
DEC 14 2001
COMMUNITY DEVELOPMENT
DEPT.

ATTN: Pat Cecil


This is in reference to the amended development proposal for 2645 F ½ Road. Unfortunately, I cannot attend the scheduled public hearing on Dec 11, 2001, but I feel I must speak my piece about that proposed development and the effects on our neighborhood.

On April 27, 2000, there was a neighborhood meeting at the New Horizon Foursquare Church about the "enclave annexation" of our area. This meeting was attended by City Council members and the Mesa County Commissioners, for the purpose of answering our questions and addressing our concerns about being annexed into the city. At this meeting, it was reiterated several times by the City Council that our present zoning would not change, and the animal regulations would be very comparable to the existing County regulations.

A subdivision of one (1) house per acre is going to change the dynamics of our neighborhood on F ½ Road, just by the fact that it is a subdivision; pasture to houses is an urban change. A subdivision of one (1) house per acre is consistent with the neighborhood zoning now. Having that land in a subdivision is a compromise for the neighborhood. Keeping the zoning at one (1) house per acre will be in line with what the City Council told us at that meeting.

The new proposal by Cliff Anson for two (2) house per acre is more favorable than the previous 13 houses on the 5 acres, but I ask you to consider our rural type setting we are trying to hold onto and consider what we have been told by our City Council. If we are told these things when we are being forced into the city, is it just lip service by a politician to appease us? This would be a nice opportunity to blend the "old" neighborhood with the new and not have it look like it doesn't belong. Thank you for the time and consideration you have given this project.

Respectfully yours,


Alisa Radice

15. Notice of Intent to Annex Chamblee/Boydston Enclave Located at 714 and 720 24 1/2 Road [File #ANX-2000-115]

The 9.60-acre Chamblee/Boydston Enclave Annexation area consists of two parcels of land completely surrounded by existing Grand Junction city limits. State law allows a municipality to annex enclave areas after they have been enclaved for a period of three years. The 1998 Persigo Agreement with Mesa County requires the City to annex enclave areas within 5 years.

Resolution No. 71-00 - A Resolution of the City of Grand Junction Giving Notice That a Tract of Land Known as the Chamblee/Boydston Enclave, Located at 714 and 720 24 1/2 Road, Consisting of Approximately 9.60 Acres, will be Considered for Annexation to the City of Grand Junction, Colorado, and Exercising Land Use Control

Action: Adopt Resolution No. 71-00

*** END OF CONSENT CALENDAR ***

*** ITEMS NEEDING INDIVIDUAL CONSIDERATION ***

PUBLIC HEARING - ANNEXING THE G ROAD SOUTH ENCLAVE, LOCATED BETWEEN 25 1/2 ROAD AND 26 1/2 ROAD BETWEEN G ROAD AND F ROAD, WITH A PORTION EXTENDING EAST OF 26 1/2 ROAD NEAR ROUND HILL DRIVE AND HORIZON DRIVE [FILE #ANX-2000-087]

The 383.71-acre G Road South Enclave Annexation area consists of 221 parcels of land completely surrounded by existing Grand Junction city limits. State law allows a municipality to annex enclave areas after they have been enclaved for a period of three years. The 1998 Persigo Agreement with Mesa County requires the City to annex enclave areas within 5 years.

The public hearing opened at 7:49 p.m.

Dave Thornton, Principal Planner with the Community Development Department, reviewed this item. He spoke of the various meetings that have been held with the residents and how the enclave was formed with the Pomona Park Annexation.

James Bates, 626 Fletcher Lane, stated the map of the enclave is in error. The Planning Commission was advised of the error and it was not corrected. He said the city limit line is incorrect.

Councilmember Theobold said the enclave is much bigger than what is shown on the map.

Mr. Bates said the map is wrong so this enclave item should be taken off the agenda. The enclave is larger than shown. According to the law an enclave is surrounded entirely by city property. In this case that is not true. Part of the boundary is county. He disagreed with the interpretation of the City Attorney.

Councilmember Theobold explained the enclave is much larger than indicated on the map. The city boundary that is intermittent along G Road is not material to the boundary of this particular enclave.

Councilmember Spehar suggested getting all citizen comment first, and then Staff will be asked to respond to Mr. Bates' concerns.

Mr. Bates said the area must be an enclave for three years, and must be annexed within five years per the Persigo Agreement. He quoted from the Daily Sentinel in November, 1999 where one councilmember did not believe in forced annexation and four other councilmembers agreed. He asked why Council has changed its mind.

Councilmember Enos-Martinez entered the meeting at this time (7:55 p.m.).

There were no other public comments. The public hearing closed at 7:56 p.m.

Councilmember Spehar asked Staff to respond to the G Road boundary issue and the appropriateness of the larger enclave.

City Attorney Dan Wilson said the legal authority for annexation of enclaves is the State Statute, the Annexation Act, which promotes annexation. There is no case law because this issue has not come up in litigation in Colorado. The Legislature promotes annexation around urban areas because of efficiencies of services and various other public policy stated by the Annexation Act. The Act says cities may annex areas surrounded by the city for three or more years. There is no prohibition in the Statutes, and Council may annex since no exceptions control. The G Road line is irrelevant because of the northern boundary of the city limits that included the entire Pomona area.

Mayor Kinsey said Council intends to annex the entire area but it's being done in separate pieces for ease in meeting with the neighborhoods.

City Attorney Wilson said the Persigo Agreement requires the City to annex all enclaves within five years.

Councilmember Theobald said the City is obligated by the Persigo Agreement and this Council is doing so willingly and the County wants the City to annex development that is at an urban density, and the Urban Growth boundary coincides with the 201 sewer service boundary. The City and County have determined that an urban density (lots of 2 acres or smaller) are appropriate within a municipal boundary, the City of Grand Junction. As to the perception that Council has changed its mind, the quote Mr. Bates referred to was pre-Persigo Agreement and referred to the use of sewer Powers of Attorney (POA's) to force annexation. It never meant that individuals will never be annexed against their will. Even if put to a vote, those voting no could be forced in by the majority in favor.

Councilmember Spehar said he was satisfied with the issues. Within the last ten years he has been on both sides. He felt it is appropriate to annex this area because of the density of the area. Mesa County is not equipped to serve these urban areas. He was pleased on the progress with the Persigo Agreement.

Councilmember Payne asked Mr. Bates if he read the entire agenda. The G Road North enclave is being annexed also, and will be closing the loop. He suggested Mr. Bates talk with City Attorney Wilson to help him understand the procedure.

Ordinance No. 3264 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, G Road South Enclave Annexation, Located Generally between 25½ Road and 26½ Road and North of Patterson (F) Road and South of G Road and Including a Portion of Land Extending East of 26½ Road near Round Hill Drive and Horizon Drive, and Including but Not Limited to All or a Portion of the Following Rights-of-Way: Fruitridge Drive, Meander Drive, Music Lane, Music Court, Braemar Circle, Fletcher Lane, F½ Road, Young Street, Young Court, Galley Lane, F¾ Road, 26 Road, Knoll Ridge Lane, Glen Caro Drive, Cloverdale Drive, Stepside Drive, Myrtle Lane, Dahlia Drive, Larkspur Drive, Crest Ridge Drive, G Road, 26½ Road, and Horizon Drive, Consisting of Approximately 383.71 Acres

Upon motion by Councilmember Scott, seconded by Councilmember Theobald and carried by roll call vote with Councilmember **ENOS-MARTINEZ ABSTAINING**, Ordinance No. 3264 was passed and adopted on second reading and ordered published.

PUBLIC HEARING - ZONING G ROAD SOUTH ENCLAVE ANNEXATION TO RSF-R, RSF-1 AND RSF-2, LOCATED BETWEEN 25 1/2 ROAD AND 26 1/2 ROAD BETWEEN G ROAD AND F ROAD, WITH A PORTION EXTENDING EAST OF 26 1/2 ROAD NEAR ROUND HILL DRIVE AND HORIZON DRIVE [FILE #ANX-2000-087]

The 383.71-acre G Road South Enclave Annexation area consists of 221 parcels of land completely surrounded by existing Grand Junction city limits. State law requires a City to zone newly annexed areas within 90 days of annexation. Property owners have

requested that proposed city zoning be identical with existing Mesa County zoning for their properties. Request for approval of zoning for approximately 383.71 acres from County RSF-R, RSF-1 and PUD to City RSF-R (Residential Single Family 1 unit/5 acres), RSF-1 (Residential Single Family 1 unit/acre) and RSF-2 (Residential Single Family 2 units/acre) zone districts.

The public hearing opened at 8:08 p.m.

Dave Thornton, Principal Planner, reviewed this item. He explained the proposed zoning. He gave some history of two of the properties and their planned zoning.

Councilmember Spehar said in general the zoning conforms to the previous zoning. Mr. Thornton said yes.

Councilmember Payne said outside of Meander Drive, the zone is identical to previous County zoning. Dave Thornton said the zone is as identical as possible.

There were no public comments. The public hearing closed at 8:10 p.m.

Ordinance No. 3265 – An Ordinance Zoning the G Road South Enclave Annexation RSF-R, RSF-1 and RSF-2 Located between 25½ Road and 26½ Road and between G Road and F Road

Upon motion by Councilmember Payne, seconded by Councilmember Spehar and carried by roll call vote, Ordinance No. 3265 was passed and adopted on second reading and ordered published.

PUBLIC HEARING - ANNEXING THE CLARK/WILSON ENCLAVE, LOCATED AT 2522 AND 2524 F 1/2 ROAD [FILE #ANX-2000-088]

The 4.85-acre Clark/Wilson Enclave Annexation area consists of two parcels of land completely surrounded by existing Grand Junction city limits. State law allows a municipality to annex enclave areas after they have been enclaved for a period of three years. The 1998 Persigo Agreement with Mesa County requires the City to annex enclave areas within 5 years.

The public hearing opened at 8:11 p.m.

Dave Thornton, Principal Planner, reviewed this item stating it involves two parcels. He pointed out their location.

There were no public comments. The public hearing closed at 8:13 p.m.

Attach 20
Amending Zoning and Development Code
CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

CITY COUNCIL			
Subject:	TAC-2001-203 Zoning and Development Code Revisions		
Meeting Date:	February 6, 2002		
Date Prepared:	January 15, 2002		
Author:	Kathy Portner		
Presenter Name:	Kathy Portner	Planning Manager	
	Workshop		Formal Agenda

Subject: TAC-2001-203 Amending the Zoning and Development Code to add Sections 4.3.D and 4.1.1.2.c.

Summary: On December 19th the City Council approved ordinance 3390, the Revised Zoning and Development Code, but asked that section 4.3.D and 4.1.1.2.c, pertaining to new and existing salvage yards, recyclers and impound lots, be brought back for further discussion.

Background Information: See Attached

Budget: N/A

Action Requested/Recommendation: Second reading of the Ordinance adding sections 4.3.D and 4.1.1.2.c.

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

Report results back to Council:				When:
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Placement on Agenda:		C o n s e n t		Indiv. Consideratio n		Wo rks ho p
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CITY COUNCIL STAFF PRESENTATION: Kathy Portner

AGENDA TOPIC: TAC-2001-203 Amending the Zoning and Development Code to add Sections 4.3.D and 4.1.1.2.c.

SUMMARY: On December 19th the City Council approved ordinance 3390, the Revised Zoning and Development Code, but asked that section 4.1.1.2.c and 4.3.D, pertaining to existing and new salvage yards, recyclers and impound lots, be brought back for further discussion.

ACTION REQUESTED: : Second reading of the Ordinance adding sections 4.3.D and 4.1.1.2.c.

Staff Analysis:

On December 19th the City Council adopted the revised Zoning and Development Code (Ordinance 3390), but asked that sections 4.1.1.2.c and 4.3.D, pertaining to new and existing salvage yards, recyclers and impound lots, be brought back for further discussion. There was testimony at the hearing from business owners that they preferred an ordinance proposed in October of 2000 to the proposal in the draft Code. (This report will refer to the October, 2000 proposal as the “2000 proposal” and the recent proposal as the “2001 proposal”.)

When the 2000 proposal was presented to the City Council in October of 2000, Council directed the staff to assess the impact of applying the proposed regulation to all outdoor storage. In February of 2001, staff presented to Council the results of a survey indicating there were over 200 properties identified with outdoor storage that would be out of compliance with the proposed regulation. Adding those properties to the existing salvage yards for compliance would have required additional personnel and additional funds for the proposed financial incentive for landscaping. Staff felt the better alternative was to see how the regulations for salvage yards could be incorporated into the existing regulations for all outdoor storage.

The two main concerns with the 2001 proposal expressed by business owners at the December 19th hearing were the appliance recycler not having sufficient time to dispose of appliances dumped along their frontage and existing recyclers and salvage yards having to relocate because of new road alignments and being subject to the more stringent regulations for new facilities.

As requested, staff has done a comparison of the 2001 proposal and the 2000 proposal. The detailed comparison is attached. For existing yards, both proposals require screening along the street frontage and the first 50' of the side property lines. The 2001 proposal requires the screening to be a minimum of 6' and allows for the screening to be a wall, solid fence, vegetation or chain link with slats. The 2000 proposal requires screening to be a minimum of 8' and requires a vegetative screen. It also proposed that the City would participate financially in the landscaping requirement for the existing businesses.

The 2001 proposal includes section 4.3.D for new facilities. The 2000 proposal did not address new facilities in detail, but did make allowances for existing businesses to expand without meeting all the requirements for new facilities. The 2001 proposal would include expansions under the general category of expansion of non-conforming uses and sites and treat expansions of recycling and salvage facilities the same as any other type of use in the City.

The 2000 proposal included special provisions for appliance recyclers to give them relief from the requirement to remove material dumped and/or stored outside of the screen fence. The wording of that provision was:

Notwithstanding any other provision to the contrary, an appliance recycler is not in violation of this Code if appliances that are abandoned by third parties outside of a perimeter fence are not removed within five working days. If the City gives a notice after the fifth working day, the appliance recycler shall remove such appliances from any right-of-way within three working days, however, if there is no end recycler or other person available in the Grand Valley to remove the appliances, the appliance recycler shall have three working days from the time that the end recycler or other person is available to remove and dispose of the appliances.

The staff is concerned with the open-endedness of when the materials would ultimately be removed and the difficulty in tracking when an end recycler is available. However, there should be some acknowledgement of the service the recyclers are providing and their willingness to deal with illegally dumped materials. Therefore, we propose amending the 2001 proposal to include the following provision:

Notwithstanding any other provision to the contrary, a recycler is not in violation of this Code if items placed outside of a perimeter fence are not removed within five working days. If the City gives a notice after the fifth working day, the recycler shall remove such items within five working days.

STAFF RECOMMENDATION: Staff recommends adoption of Sections 4.1.1.2.c and 4.3.D as presented in the attached ordinance.

ATTACHMENTS:

Ordinance adopting section 4.1.1.2.c and 4.3.D
Comparison of 2000 Proposal and 2001 Proposal
2000 Proposal

ORDINANCE NO.

AMENDING THE ZONING AND DEVELOPMENT CODE, ADDING SECTIONS 4.1.1.2.c and 4.3.D, SALVAGE YARDS, RECYCLERS AND IMPOUND LOTS

RECITALS: On December 19th the City Council approved ordinance 3390, the Revised Zoning and Development Code, but asked that section 4.1.1.2.c and 4.3.D, pertaining to existing and new salvage yards, recyclers and impound lots, be brought back for further discussion. After considering the staff and Planning Commission recommendations and all testimony, the Council finds that the approved sections best implement the goals and policies of the City Growth Plan.

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

That the Zoning and Development Code, adopted by Ordinance 3390, be amended to include the following sections:

4.1.1.2.c. If the principal use of the property is recycling to include car/auto recycler, end recycler (salvage yard) or wrecking yard storing inoperable vehicles, vehicle parts, dismantled machinery and associated parts, appliance recycler and impound lot and if the use was an existing legal use as of January 1, 2002, outdoor storage shall meet the following conditions. Storage and dismantling areas shall require screening along all street frontages and along the first fifty feet (50) of the side perimeter from the street. Sites may use opaque slats in existing chain link fences or vegetation to meet the screening requirement as long as the screening is at least six (6) feet in height. Any new fencing shall be a minimum of six (6) feet. If the recycler abuts a property with zoning which is not C-2, I-1 or I-2, the recycler shall also screen each perimeter that abuts such zone that is not C-2, I-1 or I-2. Buildings on property lines shall serve as screening. No item shall be allowed to project above the screening except: integral units as defined in Chapter Nine of this code; and stacking of no more than two vehicles on top of a wheel stand. Integral units shall include shelving up to twenty (20) feet in height for the purpose of storing recyclable parts. End recyclers are exempt from this requirement. Each owner, operator, independent contractor and employee of a recycling business, and every other person who dismantles, repairs or installs motor vehicle parts or appliances or other equipment containing any fluid, gas or liquid or other regulated substance shall, in accordance with applicable laws and rules, control, contain, collect, and dispose of all fluids, hazardous wastes, and other regulated fluids in or generated by the dismantling, shredding, baling or storage of motor vehicles, appliances, other equipment

or parts, including but not limited to oils, antifreezes, CFC's, transmission fluids, diesel fuel, and gasoline.

Tires shall be stored as required by the Grand Junction Code of Ordinances.

Notwithstanding any other provision to the contrary, a recycler is not in violation of this Code if items placed outside of a perimeter fence are not removed within five working days. If the City gives a notice after the fifth working day, the recycler shall remove such items within five working days.

4.3.D. NEW CAR/AUTO RECYCLER, END RECYCLER (SALVAGE YARD), WRECKING YARDS, APPLIANCE RECYCLER, IMPOUND LOTS. For existing uses see section 4.1.1.2.c

Performance Standards. New car/auto recycler, end recycler (salvage yard), wrecking yards, appliance recycler and impound lots shall be allowed to operate only with an approved conditional use permit and are subject to the following requirements. Salvage, dismantling, recycling or impound lot uses as accessory uses are permitted under the same status as the principal use and are subject to all requirements of the principal use in addition to the following requirements:

Recycling/wrecking/salvage yards and impound lots shall provide the screening and buffering required by Table 6.5 and provide a 6' high wall along the street frontage and along the first 50' of the side perimeter from the street. The wall shall be increased to 8' if the yard will contain any stored items in excess of 6'. The required wall shall meet the required front yard setback with landscaping in the setback area.

The wall shall be of solid, 100 percent opaque, construction of wood, masonry, chain-link with slats, or other material approved in writing by the Director (unless the screening and buffering required by Table 6.5 allows for only masonry or wood).

All outdoor yards or storage lots shall comply with the following:

No yard or storage lot shall be placed or maintained within a required yard setback.

Stored items shall not project above the screening except for integral units as defined in Chapter Nine of this Code; and stacking of no more than two vehicles on top of a wheel stand. Integral units shall include shelving up to twenty (20) feet in height for the purposed of storing recyclable materials. Integral units shall not be stored within the first twenty (20) feet of the property from any street frontage property line.

All screening shall be installed in a professional and workmanlike manner, and maintained in good condition.

All compaction, cutting and/or other material volume reducing operations shall be conducted to minimize the noise generated by the operation.

Unusable items shall be disposed of and not be allowed to collect on the premises.

All tires not mounted on operational vehicles shall be neatly stacked or placed in racks. If stacked, the stacks shall not be over six (6) feet in height; if on racks, the top of any tire on any rack shall not be over ten (10) feet in height.

No garbage or other putrescent waste, likely to attract vermin, shall be kept on the premises. Gasoline, oil, or other hazardous materials which are removed from scrapped vehicles or parts of vehicles kept on the premises shall be disposed of in accordance with applicable federal, state and local regulations. All other regulations of the City such as, but not limited to, building codes, fire codes, weed regulations and health regulations shall apply to the operation of all such uses.

Introduced on first reading this 16th day of January, 2002.

Passed and adopted on second reading this day of , 2002.

President of the Council

Attest:

City Clerk

CAR/AUTO RECYCLING, END RECYCLING (SALVAGE YARD), WRECKING YARDS,
 APPLICANCE RECYCLER, IMPOUND LOTS

 Comparison of Proposed Zoning and Development Code Amendments and
 October, 2000 Recycling Industry Proposal

	Proposed Zoning and Development Code Amendments	Recycling Industry Proposal (October, 2000)
Non-Residential Outdoor Storage Screening	Section 4.1.1.2 Storage and dismantling areas provide screen along street frontage	Screen required along each street frontage
	Storage and dismantling areas provide screen along first 50' of side perimeter from street	Screen required along nearest 50' of each side yard
	May use slats in existing chain link fences	Frontage vegetation required. City to participate financially for required landscaping
	New fencing must be minimum of 6'	Fencing and walls must be minimum of 8'
	Screen when abutting zoning not C-2, I-1, I-2	Screening of side yards not required when adjacent to property zoned C-2, I-1 or I-2
	Nothing allowed to project above screening except integral units and stacking of no	Stored material cannot be visible above the screen from any adjacent street that is not

	more than 2 vehicles on top of wheel stands	elevated except for integral units
	Tires stored as required by Grand Junction Code of Ordinances	

New Recycling/Wrecking Yards and Heavy Equipment/Industrial Storage Lot	Section 4.3.D	
Approval Process	Conditional Use Permit: New Recycling/wrecking yards New Heavy equipment & industrial storage lots	Conditional Use Permit: All new recyclers All additions of recycling to an existing business
	Existing businesses subject to non-conforming section of the Code	<i>No permit required if business existed as of 6/1/2000 or annexed after that date:</i> Replace existing structure if destroyed; Expand recycling use; Expand volume of business
Screening	Recycling/wrecking yard: Must comply with the screening and buffering sections of the Code (Section 6.5) A 6' to 8' wall or screen fence required along street frontage and first 50' of side perimeter	New facilities not addressed
	Outdoor storage fences/walls solid, 100% opaque made of wood, masonry or other material approved by Director	
	All sides of heavy	

	equipment or industrial storage lot screened from the view of all surrounding land uses and all streets and ROW	
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Outdoor yards and storage lots	No yard or storage lot shall be placed or maintained within a required yard setback	
	Stored items cannot project above the screening except for integral units and stacking of no more than 2 vehicles on top of a wheel stand	Stored material cannot be visible above the screen from any adjacent street that is not elevated
	Integral units cannot be stored within the first 20 feet of the property from any street frontage property line	
		Appliance recyclers can only store refrigerators within 10' of the screened yard
Noise	Compaction, cutting and other material volume reducing operations must minimize noise	
Tires	Tires not on operational vehicles shall be stacked or placed in racks	
	Stacks cannot exceed 6' in height	
	If on racks, top of any tire on a rack cannot be over 10 feet in height	
Trash	No garbage to be kept on premises	
Hazardous	Gasoline, oil or	

Materials	other hazardous materials from vehicles to be disposed of according to federal, state and local regulations	
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Miscellaneous		Appliance recyclers not in violation if abandoned appliances not removed within 5 days. If City gives notice, recycler has 3 days to remove appliances provided an end recycler available
		Establishes an appeals board the majority of which would consist of industry representatives
		Recyclers required to register with Director

ORDINANCE No. _____

Recycler Industry chapter of the City Code
[§ 4.3 D]

Background and purpose. When it adopted the new City Code, the City Council delayed adoption of rules for salvage yards, auto dismantling/recycling, appliance dismantling/recycling, and impound lots at the request of the affected business owners. Those owners designated representatives to work with the City to agree on rules that would both serve the community's aesthetic desires while attempting to mitigate the financial impacts on these necessary and valuable businesses. It was agreed that existing businesses should have rules different from the requirements for a start-up business, because start-up businesses can plan for and incorporate these rules much more easily.

As the drafting of these rules has progressed, a fairness issue has arisen: if the recyclers must improve screening and aesthetics, why shouldn't such rules apply to other businesses that have outdoor storage? These rules attempt to recognize that all businesses that store materials out-of-doors must keep storage areas neat and aesthetically pleasing.

The City's Code has other provisions addressing outdoor storage and outdoor display. In effect, these rules apply to businesses displaying new goods and materials (e.g., a car dealer and a pipe supplier). Manufacturers that store materials which will be used or incorporated into the final product, and manufacturing products too large to economically be enclosed indoors may be subject to different rules but should still be required to present a neat and orderly view from the public rights of way.

Motor vehicles, new and used, have traditionally displayed out-of-doors. These rules do not control these displays, if the vehicles are operable.

The public policy question posed by the working group: Is it fair to limit these rules to the salvage and recycling industry? Shouldn't these rules also apply to every business with outdoor storage?

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

A. Section 4.1(1)(8) of the City Zoning and Development Code is amended to read: "No person shall permit rubbish to be stored in the City, in or out of a structure. Junk shall not be stored outside of an enclosed structure unless the

owner or operator of the property and use is a registered or sales/use tax licensed recycler, as defined in section 4.3(D).

B. Amend section 4.1(l)(2)(a) by replacing the word "junk" with the word "salvage."

C. The City Zoning and Development Code is amended by the repeal of section 4.3(E) and its replacement with the following.

New § 4.3 (D)

Recylers and Salvage Operations

1. (a) **Applies to all recyclers/transition rules.** These rules [in this new Section 4.3] apply to existing, new and all other salvage yards, auto recyclers, appliance recyclers, household recyclers, end recyclers, salvage and impound lots, except as is specified otherwise. During such times as a use or business which is defined herein as a recycler is either registered as a recycler or has a sales tax license as a recycler, the Outdoor Storage and Display rules, Section 4.1(l) of this Code, to the extent inconsistent with these rules, do not apply to the recycler.

(b) A recycler whose property is annexed into the City who establishes to the Director that such recycling business was lawful under the County's code and rules at the time of annexation shall, by the fifth January 1st after annexation, comply with all of the rules and requirements of this Section 4.3; except that such recycler shall plant all required plants by the third anniversary of annexation.

(c) A recycler whose property is annexed into the City who does not provide the Director with evidence that such recycling business was lawful under the County's code and rules upon annexation shall comply with all of these rules by the first anniversary of annexation; except that such recycler shall be deemed to have complied with the screening requirements hereof if the recycler has planted as required herein by the second anniversary of annexation.

2. **All rules must be followed.** It shall be unlawful, and a violation of the City Code, for any person to operate or do business as a salvage yard, end recycler, auto recycler, appliance recycler, household recycler, salvage yard or tow or impound lot, as those terms are herein defined, unless such person complies with all of rules and requirements of this Section 4.3.

3. **Definitions** [adding to those in Chapter 9 of the Zoning and Development Code].

(a) Annexation means, for the purpose of this Section 4.3, the date the annexation ordinance was adopted.

(b) Appliance recycler and/or dismantler: A person who operates a business at which appliances and/or machines and/or equipment such as refrigerators, washers, dryers, furnaces, evaporative coolers, air conditioners, water heaters,

and any associated scrap or re-used duct work, but not vehicles, are dismantled for the purpose of selling usable parts, including the purchase, sale or other transfer of used appliance and other machine parts. The term does not include car recycler, a salvage yard, an end recycler, a household recycler, a pawnshop or secondhand goods business.

(c) Car recycler or motor vehicle recycler: A person who operates a business at which one or more automobiles, light trucks and/or other vehicles are dismantled in any twelve month period for the purpose of selling useable parts, including the purchase, sale, or other transfer of used automobile, truck and other motor vehicle parts as defined herein. "Car recycler" does not include a salvage yard, pawnshop, end recycler, household recycler, salvage yard, tow or impound lot or secondhand goods business.

(d) End recycler or recycling: An establishment or lot or parcel at or on which salvage, motor vehicles and/or other equipment, machinery or man-made objects are dismantled, crushed, shredded, separated, baled, and/or shipped to a recycling center, a smelter, or other processing or manufacturing enterprise. Typically, most of the volume of salvaged materials are metals. For example, car recyclers would dispose of vehicle frames and car bodies at an end recycler once the usable parts were removed or sold.

(e) Household recycler or recycling: A recycling business that collects household waste such as cardboard, bottles, cans and/or recyclable plastics used to store or contain food or house wares. A household recycler is not an "end recycler" if all storage, dismantling, baling, shredding, and separation of recycled materials and salvage is completely within an enclosed structure.

Impound lot: See "tow yard."

(f) Integral Unit: Only on the property of a lawful car recycler, end recycler, wrecking yard or appliance recycler, either: (i) metal configured into shelves or bins using regularly spaced, symmetrical commercial grade welded or bolted shelving, beams or similar straight materials, no portion of which, including stored or shelved materials or objects, is higher at any point than twenty feet (20') above ground; or (ii) a vehicle, crane, or similar piece of mechanized equipment that cannot be stored in a way in which all portions of the equipment as manufactured are less than twenty feet (20') high. Stacking, adding metal or other materials by welding, fusing or gluing smaller pieces together in order to fit within the definition is prohibited. Shelves and bins (including stored or shelves materials or objects) that are not visible above the perimeter fencing, including those that are "home-made," do not require notice to the Director to be lawful and are not included within the definition of "Integral Unit."

(g) Motor vehicle: Any self-propelled vehicle that is designed primarily for travel on the public streets and which is generally and commonly used to transport persons and property. "Motor vehicle" does not include a bicycle, a wheelchair or other vehicle moved by human power.

(h) New use (only applies to the property on which a recycler was lawfully in business as of June 1, 2000): Any expansion, addition, extension or increase of a recycler use or activity that increases the area in which the activity or business is operated. Changes to the boundaries of a lot, parcel or property due to survey errors, adverse possession and similar doctrines, or other changes that are not a subdivision under the City's codes, do not constitute a new use. For example, an existing recycler owns a 10 acre parcel on June 1, 2000 but actually only stores salvage materials on 5 acres. In 2004, if business volume is such that the owner desires to store salvage on all 10 acres, the business may expand to 10 acres and will not constitute new use.

(j) Plant (or planting or planted): To place in soil that contains, either naturally or with amendments, sufficient constituents to nourish the planted material; and to thereafter water and care for so that the planted material thrives. "Plant" includes the duty to replace any plant or planted material which has died or does not thrive.

(k) Recycling or recycler: An end recycler, a car recycler, an appliance recycler, a household recycler, a salvage yard and/or an impound lot or tow yard.

(l) Salvage yard: A place where junk, waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including vehicle wrecking yards, house wrecking, and storage of structural steel materials and equipment. The term includes a wrecking yard but does not include: the purchase or storage of used furniture; household equipment; used motor vehicles which are in operable condition; or used or salvaged materials which are used or consumed on the same property or facility as part of manufacturing operations.

(n) Screen or screened: An opaque wall or fence eight feet high from natural grade made of wood, brick, masonry or similar materials as approved by the Director, or an equivalent plant maintenance and location plan approved by the Director.¹ [This sentence to be placed as footnote 8 in Exhibit 6.5.A, Z and D Code] For existing recycling uses only, screening may be an equivalent visual barrier consisting of chain link fence in good condition at the base of which the owner/operator plants approved evergreen plants that will make the fence substantially opaque in five years. Other materials that will accomplish the same goals of aesthetics and opacity may be approved in writing by the Director.

(o) Towing or tow yard or impound lot: The storing, assembling or standing of damaged, inoperable, towed or impounded vehicles for indeterminate periods of

¹ See Exhibit 6.5.A

time. Any person or business that is listed on the City's Communications Center's, rotation towing call list is by definition a "impound lot" during all periods listed. However, a business that is not included on the rotation calling list may still be subject to these rules as an impound lot.

(p) Used automobile part: Any object designed to be attached to a motor vehicle. A frame, chassis, axle, engine, transmission, fender, or hood, etc., that was once a part of an operable motor vehicle, but which is not at the time of sale, bargain, exchange, purchase, or other transfer of the object is included within the term.

(q) Wrecking yard: A business or area where machinery or other man-made objects are dismantled.

4. **Most stringent rules apply.** If one recycler use is combined with or occurs on the same parcel or property as any other recycler use, such as combining towing with car recycling, or vehicle repair with car recycling, the entire parcel and use must comply with the more stringent rules of either use.

5. **Sales tax license or registration required.** No person shall operate as a recycler without possessing at all times either a registration permit issued by the Director or a current City sales tax license.

6. [Already regulated by Table 3.5. Not needed.] **New uses need a permit.** Except as provided in subsection 7, and notwithstanding section 3.8, below, no person shall begin a new recycler use (*i.e.*, a salvage yard, a wrecking yard, car recycling business, appliance recycling business, household recycling business, towing business or other recycler business) until the Director has issued a Conditional Use Permit. Any lawful recycling use may be expanded in accordance with § 3.8 of the Zoning and Development Code.

[Already regulated by Table 3.5, and other definitions. Not needed] **No addition without a permit.** (a) No person shall add a recycling use to an existing location, business, site or enterprise until the Director has issued a Conditional Use Permit.

The Director should allow a car dismantling or recycling use as accessory to the principle use of an existing and lawful recycling use, if the new and accessory use also meets these rules as if the new and accessory use were operated separately.

(b) On a lot or parcel on which a recycler was licensed by the City for sales taxation ("licensed") and which lawfully existed as of June 1, 2000, or is thereafter annexed and was lawful under the County's codes and requirements upon annexation, a recycler may on the same parcel or lot [See c. 3, p. 44] so long as such expanded or additional improvements, activities, uses and structures are in compliance with then existing rules and codes: Replace an existing structure if the structure was destroyed by an act of God or other cause beyond the control of the recycler; Expand the recycling use; Make improvements and expand the volume of business. If the RAB had previously allowed the recycler to operate without having fully complied with all of the requirements of this Section 4.3 (especially with regard to trees, shrubs, vines and other flora), as a condition of the conditional

use permit which must authorize the expansion, replacement or other improvement, the recycler shall make such reasonable efforts as the Director may require to make the recycler's business and property more compliant with the requirements of this Section 4.3 than it was before.

8. **No pawnbroker as recyclers.** No recycler shall carry on the business of a pawnbroker on the same property or as a part of the same business, nor shall any pawnbroker do business as a recycler on the same property or as a part of the same business.

9. **Enclosed structures.** A new recycler may avoid perimeter screen requirements, but not street buffering, by containing all storage and other activity within enclosed structures so that the storage, handling, separation and accumulation of salvage, used parts and objects, and materials to be recycled, is not visible from any street.

Screening and Landscaping. [Put as note in 6.5A]

(a) For existing uses, a screen is required along each street frontage and the nearest fifty feet of each side yard of each lot and parcel on which a recycler does business, except that the side yard screen is not required during such times as the adjoining property is zoned C-2, I-1 or I-2. If the recycler abuts a zone that is not C-2, I-1 or I-2, the recycler shall also screen the length of each perimeter that abuts such zone that is not C-2, I-1 or I-2. Recyclers who adjoin another recycler that is also required to screen all or a portion of the a side yard may jointly maintain the screen on the common a side yard, however, if one ever fails to maintain the screen , the other adjoiner shall forthwith do so.

(f) For existing recycling uses: by June 1, 2005, the recycler shall plant, in addition to plants required to make a fence opaque: (i) one tree for each 100 feet of perimeter and one shrub for each fifty feet of perimeter up to a maximum requirement in any one calendar year of five hundred perimeter feet or twenty percent of the perimeter, whichever is greater; and (ii) if the street frontage is not landscaped as would be required for a new use and the Director determines that due to space constraints compliance is not likely without moving a screen or other improvement, or acquiring an additional lot or parcel, the recycler shall plant the equivalent value of plants either to obscure existing chain link fencing along a perimeter which would not otherwise require screening or in another location approved by the Director.

(g) Each recycler shall maintain the perimeter of the property so that it is a screen, except along each rear yard if the abutting zone is I-1, I-2 or C-2, and except along each side yard if the abutting zone is I-1, I-2 or C-2, beginning fifty feet from the street. Stored material shall not be visible above the screen from any adjacent street that is not elevated.

(h) Existing recyclers shall plant sufficient materials in accordance with the City Forester's approved standard plans, by June 1, 2002.

(i) After June 1, 2000, no recycler shall construct or improve a chain link or other fence that is not solid wood or masonry unless: (1) the person is an existing recycler; (2) the fence was in existence as of March 1, 2000; and (3) after the fence is improved it is at least six feet high at all points. Notwithstanding any provision to the contrary, an existing recycler may repair, replace and upgrade a fence that existed on March 1, 2000 at any time to keep the fence in good and workmanlike condition or to convert a fence to a fence which meets the definition of a screen.

13. (a) Except for Integral Units that are shelves or bins to store other personal property, all recyclers, except refrigerator recyclers, shall limit storage within the twenty feet (20') nearest to the perimeter screen so that no piece or part of any salvage or other stored item or property shall project above the screen.

(b) "Home-made" or similar non-manufactured shelving or racks shall be authorized by the Director only if the "home-made" shelves or bins are symmetrical, neat, and built in a workmanlike manner, however, no person shall use any such integral unit after June 1, 2001 unless the person has written the Director on or before January 1, 2001 identifying the Integral units being used and the Director has not denied approval in writing within sixty days of receipt of such writing. Photographs of acceptable "home-made" integral units are available from the Director and will be available on the City's web site². Integral Units shall be aligned in rows or in some other symmetrical and neat pattern.

(c) In the ten feet nearest the street within the screened yard or area, existing appliance recyclers may only store refrigerators, but not other appliances or objects, neatly in rows.

(d) Existing recyclers shall comply with these rules by January 1, 2006, except as otherwise provided.

14. No new, expanded or additional recycler use, activity or business shall be allowed within five hundred feet (500') of a residential zone. The Director may reduce this separation if the Director finds and the RAB recommends, after the applicant gives notice to all residents within five hundred feet (500'), and shows that the proposed use, projected traffic and other impacts are such that a lesser separation will have no significant effect on the affected resident(s).

² The date that the web site will contain this information is not established.

15. All portions of a new recycler use shall be a minimum of five hundred feet (500') from any residential use or zone, unless the Director finds and the RAB recommends RAB that a lesser separation will have no significant effect on an existing residential use which is not zoned residential.

Fluids and regulated substances. See, City Code Chapter 16, Nuisances.

17. Special rules for car recyclers.
(a) Vehicle parts and bodies shall be arranged and stacked in an orderly manner. Outdoor aisles shall be graveled or covered with a dust-free surface material.³
(b) No portion of a dismantling area shall be visible from a street or from an adjacent use that is not zoned C-2, I-1 or I-2.

18. **Special rules for appliance recyclers.** Notwithstanding any other provision to the contrary, an appliance recycler is not in violation of this Code if appliances that are abandoned by third parties outside of a perimeter fence are not removed within five working days. If the City gives a notice after the fifth working day, the appliance recycler shall remove such appliances from any right-of-way within three working days, however, if there is no end recycler or other person available in the Grand Valley to remove the appliances, the appliance recycler shall have three working days from the time that the end recycler or other person is available to remove and dispose of the appliances.

19. **Outdoor storage of any use, not just recyclers.** Notwithstanding any other provision to the contrary in this Code, the screening requirements and time limits that apply to existing recyclers apply and shall be complied with by each outdoor storage use, area or facility, including those that occupy or are located only on a portion of a lot or parcel.
The storage of fuel, raw materials, inoperable equipment, inoperable machinery and vehicles, pipes, valves, salvage and other used products shall be screened from each adjacent residential zoned property and from each abutting street by the same time and in the same manner as is provided herein for recyclers.

20. **Appeals Board.** (a) The Recycler Advisory Board (“RAB”) is hereby created for the purpose of giving advice regarding these rules, any needed changes, helping the regulated industry and others to understand and comply with these

³ The Director of Public Works must approve the dust free surface, in accordance with adopted standards.

rules, and to perform the other duties as specified herein. The City Council shall appoint the members of the RAB to staggered terms of four years, in accordance with bylaws to be adopted by the City Council. There shall be five members, a majority of whom shall be owners, operators or employees of a recycling business located within the City's limits. If there are not enough citizen volunteers, the other members shall be City officers or employees who may be assigned by the City Council or the City Manager if the City Council delegates such authority.

(b) The RAB shall hear any appeal from a recycler or other person aggrieved who alleges that the provisions of this Section 4.3 have been misapplied by the Director or that the time requirements should reasonably be varied based on the following standards: the applicant can justify the departure from one of the rules in this Section 4.3; granting the variance will not injure any person or the public; the recycler's property has unique conditions which are not the result of the action/inaction of the recycler, or the agents, predecessors or associates of the recycler; and a literal enforcement of the rule would result in unnecessary and undue hardship. No time limit can be extended or varied by more than an additional five years. The RAB may substitute the location and types of plants required by these rules if site constraints so require and if the net effect is substantially the same, based on the advice of the City's Forester or a City landscape architect or similar City approved expert. The Director may appeal a decision of the RAB to the Planning Commission similar to an appeal of a Site Plan Review; however, the Director may not appeal a lawful time extension.

21. Registration. Every recycler shall register with the Director on or before June 1, 2001. A recycler is registered if the recycler has a sales tax license issued by the City. To assist the industry in this regard, the Director shall mail a notice to each recycler of which he is aware (and who does not have a sales tax license) by December 31, 2000, however the failure to send such a notice does not excuse, or constitute a defense to, the recycler's duty to register. The Director shall also send notice to other persons who the RAB indicate might be likely to be operating another business with some recycling activity or accessory recycling use. For each month, or portion thereof, that a recycler does not register, the date such recycler must comply with all of the rules in this section 4.3 shall be reduced by one month.

22. Comply by June 1, 2001. No person shall operate, or allow another to operate on such person's property, a recycling use or business after June 1, 2001 unless all the rules of this Section 4.3 are met on or before that date.

-END OF 4.3 (D)-

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL		
Subject:	Mesa County Public Library District, Central Library Master Plan	
Meeting Date:	February 6, 2002	
Date Prepared:	January 24, 2002	
Author:	Lori V. Bowers	Associate Planner
Presenter Name:	Lori V. Bowers	Associate Planner
	Workshop	Formal Agenda

Subject: PLN-2001-243 Institutional and Civic Master Plan for Mesa County Library, located at 530 Grand Avenue.

Summary: Mesa County Public Library District has proposed a new master plan for the Central Library which allows for the replacement and expansion of the existing Library facility. The new Library will be approximately 70,000 square feet. An additional 30,000 square feet will be allotted for expansion by the years 2025 to 2030. The architects will attempt to design the new library to allow the library to remain in the existing building during construction, but this is only a secondary objective. The Library District does not want to sacrifice the plan nor the aesthetics of the new building just to avoid relocation. If approved, an application to vacate Ouray Avenue in the 500 block, a Conditional Use Permit for the use and a Simple Subdivision for consolidation of the lots should be forthcoming.

Background Information: Please see Staff Report attached

Budget: N/A

Action Requested/Recommendation: Approval

Citizen Presentation:		No		Yes	If Yes,
Name:	Daniel Gartner, Chamberlin Architects				
Purpose:	Representative				
Report results back to Council:					When:
Placement on Agenda:		C		Indiv. Consideration	Workshop

CITY OF GRAND JUNCTION
2002

DATE: February 6,

CITY COUNCIL STAFF PRESENTATION: Lori V. Bowers

AGENDA TOPIC: PLN-2001-243 Institutional and Civic Master Plan for Mesa County Library, located at 530 Grand Avenue.

SUMMARY: Mesa County Public Library District has proposed a new master plan for the Central Library which allows for the replacement and expansion of the existing Library facility. The new Library will be approximately 70,000 square feet. An additional 30,000 square feet will be allotted for expansion by the years 2025 to 2030. The architects will attempt to design the new library to allow the library to remain in the existing building during construction, but this is only a secondary objective. The Library District does not want to sacrifice the plan nor the aesthetics of the new building just to avoid relocation. If approved, an application to vacate Ouray Avenue in the 500 block, a Conditional Use Permit for the use and a Simple Subdivision for consolidation of the lots should be forthcoming.

BACKGROUND INFORMATION			
Location:		500 block of Grand Avenue and Ouray Street	
Applicants:		Mesa County Public Library District, applicant; Chamberlin Architects, Daniel Gartner, representative.	
Existing Land Uses:		Library, Senior Center, Gray Gourmet, Credit Union, Title Company, Residential Units	
Proposed Land Use:		New and expanded Central Library	
Surrounding Land Use:	North	Residential	
	South	Commercial	
	East	Residential and Commercial	
	West	Church and Residential	
Existing Zoning:		B-1 and RMF-8	
Proposed Zoning:		No zoning change is requested at this time	
Surrounding Zoning:	North	RMF-8	
	South	B-2	
	East	B-1 and RMF-8	
	West	B-1, RO & RMF-24	
Growth Plan Designation:		Commercial and Residential Medium	
Zoning within density range?		Yes	No

RELATIONSHIP TO COMPREHENSIVE PLAN: The library has assembled much of the surrounding properties for this proposal. This area encompasses the entire block between 5th and 6th Streets and between Grand Avenue to Ouray Avenue. They have also obtained the City block to the north, from Ouray to Chipeta Avenue, except for the City and County owned properties along 6th Street. These areas are identified in the City of Grand Junction’s Growth Plan as follows; the northern most area is in the “Residential Medium 4– 8 dwelling units per acre” category; Commercial

makes up the majority of the site with a small section designated in the Public category (City Senior Center and Gray Gourmet, not owned by the library). A library use can be considered in a residential zoned area with a CUP and is therefore consistent with the Growth Plan designation. Keeping the library downtown also supports many of the plans and policies of the Growth Plan to maintain and enhance the viability of the downtown area. The petitioner's request for approval of the Library Master Plan falls within the range recommended in the Growth Plan. This site is also located within the Grand Avenue Corridor Plan. While this is an older document, the plan is still valid. This plan states that, "Uses should compliment the downtown area and the existing public facilities, including the library and the senior center". This plan goes on to further state that every proposal regulating a change of use, requiring a zone change, should be considered as a PD (Planned Development).

STAFF ANALYSIS:

Master Plan: The purpose of the Master Plan review process is to provide an opportunity for early review of major institutional and civic facilities that provide a needed service to the community, but might impact the surrounding community. The public process allows the City to assess any impacts early in the review process and direct the applicant on how best to address the impacts.

Site access, Traffic Flow, Pedestrian Circulation/Safety:

The proposed master plan shows the vacation of Ouray Avenue. The library states that their primary concern is for life safety. They feel that by eliminating through-traffic it will greatly decrease the potential for accidents.

Since a large share of the library's visitors are children and the elderly, safety concerns must be paramount. Eliminating Ouray provides pedestrian access directly to the library from the Senior Center without having to cross a street. The traffic engineers feel that the street vacation will not significantly disrupt the ability of the grid to efficiently move traffic. On site circulation seems to be adequate with a cross connection provided from 6th to 5th Streets through the parking lot in the area of the existing alley right-of-way.

Parks Department suggests some type of traffic calming devices to be installed into the drive between 6th and 5th Streets, north of the Senior Recreation Center, to eliminate the "through" appearance. The Parks Department has also suggested that a more defined drop off area for the Senior Recreation Center be devised. These elements may be considered as the plan emerges, but are not required with this submittal. The City's Traffic Engineer feels that the circle drive is too wide, and the Handicap spaces should be angled. These are items that don't have to be "refined" now. The same applies with the north, "exit only" driveway on 5th (should

be curved to prohibit entry). Staff feels that these details can be added and refined during the site plan review process, but the applicant should be advised of these site opportunities at this time.

Adequate Parking: The City's requirement for parking on this site would be 193 spaces, based on 2.75 spaces per 1,000 square footage of building. The applicants are proposing 220 spaces. They feel this increased number would better serve their needs. The staff/service parking area is segregated from patron parking. The applicants feel that this split removes service vehicles from endangering the patrons. Several review agencies commented on the staff parking being closer to the building than the patron parking. The Library responds that the majority of their employees are female and have to stay until after dark. They feel this is a safety issue for their employees and volunteers.

Location of Open Space and Trails: There are no trails associated with this property, other than the sidewalk/park connections through the site. Open space areas are integrated within the site.

Drainage and Stormwater Management: It appears from the proposed plan that there will be less hard cover than the existing site currently has. The applicants will provide exact calculations when the building design further develops. The applicants are hoping that there will be no need for on-site retention.

General Building Location and Size: The placement of the building is to be located near Grand Avenue. Staff, based on the Grand Avenue Corridor Guidelines has emphasized the importance of "presence" on Grand Avenue. The main entrance will face north, but possibilities for a plaza type area or park like area on the south side will be handled during the site plan review process. The new library will be approximately 70,000 square feet in size. 30,000 square feet of expansion space is planned for and expected to be needed by the years 2025 to 2030. The new Central Library will replace the existing library. It is the hopes of the architects to design the new library so that the old library may stay in operation during construction, but they emphasize that they will not compromise the final design only to avoid temporary relocation.

A neighborhood meeting was held November 15th, where placement of the building was also discussed. The neighbors agreed that the location of the building should be nearest Grand Avenue. If the library were placed closer to the residential areas it would be out of scale with the residential properties to the north. The neighbors were also concerned about all the parking being placed on the north end of the property, but with large setbacks of the parking area and some thoughtful landscape design on a bermed area, it should help reduce the visual impacts.

Adequate Screening and Buffering: Screening and buffering is proposed along 5th Street as well as Chipeta Avenue. Enhancements along Grand Avenue and 6th will also be provided. The applicants discussed screening options at their neighborhood meeting of November 15th. (More neighbor meetings are planned).

RECOMMENDATION:

The Planning Commission held a public hearing on Tuesday, January 22, 2002 to consider the Master Plan request for the Library. Staff and Planning Commission recommend approval to the City Council for consideration of the Master Plan for the Mesa County Public Library District, Central Library located at 530 Grand Avenue. The findings conclude that the Master Plan is consistent with the Growth Plan, Section 2.20 of the Zoning and Development Code and the Major Street Plan as well as the Grand Avenue Corridor Plan. This Master Plan shall be valid for a minimum of five years unless otherwise established. All phases of the project shall be developed in conformance with the approved plan. An amended Master Plan is required if significant changes are proposed.

Attachments:

Applicants General Project Report
Master Plan
Aerial Photo
Assessor's Map

GENERAL PROJECT REPORT

INSTITUTIONAL AND CIVIC MASTER PLAN SUBMITTAL

Applicant: Mesa County Public Library District
Project: New Central Library
Address: 530 Grand Avenue, Grand Junction, CO

Brief History

Following many years of planning, the Mesa County Public Library District has recently selected architects in order to begin the serious process for design of their new Central Library.

The existing library opened in 1974. A major portion of the library was a remodeled Safeway supermarket, which included a full basement. Modest additions were added to accommodate the children's area, a public meeting room and a garage. The total existing area is 34,000 square feet. No additions have been made since 1974.

The population in the Mesa County Public Library "service area" in 1974 was approximately 55,000.

The New Building

The new library will be approximately 70,000 square feet. 30,000 square feet of expansion space is planned for and expected to be needed by the years 2025 to 2030. The population of the current "service area" for the Central Library is 115,000.

The new Central Library will replace the existing central Library facility, however, the architects will attempt to design the new library to allow the Library to remain in the existing building during construction. Although avoiding relocation during construction will save a great deal of money, the Library Board does not want this secondary objective to sacrifice the plan and aesthetics for the new building.

Financing for the new Library will primarily come through community contributions and a bond referendum tentatively scheduled for November 2002. Construction will start in early summer of 2003 with completion by fall of 2004.

Institutional and Civic Master Plan Submittal
Mesa County Public Library District
December 5, 2001

The Site Plan

There are three primary strategies in our site planning:

- (1) Bring the Library out to Grand Avenue,
- (2) Place the patron parking in the northwest,
- (3) Vacate Ouray Avenue

Explanations:

(1) The library site transitions from the commercial zone along Grand to the residential zone along Chipeta. We believe the scale, activity and civic nature of the library dictates that the architecture should engage Grand Avenue and reinforce the historic "urban" strategy, where buildings form an edge along the commercial streets.

(2) We are proposing that the public parking be concentrated in the northwest corner of the site. We must note that during our neighborhood meeting in November, several neighbors expressed concern for parking within the northwest part of the site, because they felt that a "sea" of asphalt would create an unfortunate view from their homes. The neighborhood concerns are legitimate. We sense their fears stem from the existing surrounding parking lots. Our proposed parking will be screened with landscaping and berms that will significantly mitigate the parking from the immediate homes. We assume the City process with respect to our final landscaping commitments will be quite rigorous to ensure the satisfaction of the neighbors. More importantly, however, we strongly discourage placing the Library along Chipeta due to the impact of its size and activity relative to the quiet, small homes along Chipeta. The new two-story Library will be nearly 40 feet tall. The façade along Chipeta could be 270 feet long. Our fear is that the design will dwarf the adjacent homes and block sunlight. Also, the patrons on both floors would literally be peering down into all the surrounding homes. In short, we have much more control over the privacy and impact of our parking lot than we do with our building. We're absolutely confident we can help the neighbors understand the benefits of parking as opposed to this large building along Chipeta.

(3) We are proposing that Ouray be vacated. The library's primary concern is life safety. Eliminating through-traffic will greatly decrease the potential for accidents. Since a large share of the library's visitors are children and the elderly, safety concerns must be paramount. Fortunately, as confirmed in the traffic engineer's report, the volumes on Ouray between 5th and 6th Streets are very light. The engineers feel that the street vacation will not significantly disrupt the ability of the grid to efficiently move traffic.

By vacating Ouray we also establish a separation between patron parking and the staff/service parking. This division further clarifies and simplifies the public's access to the front door of the library. In addition the split removes service vehicles from endangering the patrons.

Vacating Ouray also allows the library to establish an uninterrupted path to the Senior Recreation Center. As a side note, we are delighted to have the rec center as a neighbor. Senior citizens are strong supporters and users of public libraries. This coincidental relationship is fortunate and we'd like to physically reinforce this relation between the facilities via a 'Green Link' and by locating handicapped parking centrally between the two facilities.

The final reason to vacate Ouray is the legacy of the Library. With the commitment to this downtown location, and the planned future acquisition of the remaining property on the north block, the Library will be in a position to develop this entire site to meet the needs of the community as it continues to grow.

Existing Parking:

The City zoning regulations for library parking calls for one space per thousand gross square feet of library area. The existing 34,000 square foot library has 103 off-street parking spaces. According to library observations, insufficient parking occurs during morning story hours on Monday, Tuesday and Wednesday, 4:00 and 5:30 pm daily, and during the summer Children's reading programs. The current parking ratio is 3 per thousand square feet.

Proposed Parking:

Our plan uses 2.75 spaces per thousand gross square feet, which equals 193 spaces. Our 2.75 per thousand ratio is based on our experience and conversations with library planners. Normally, cities have no specific parking designation for libraries, so we are frequently asked for our parking recommendation. Our 2.75 ratio has served our libraries well.

During our meeting with the seniors at the Recreation Center, we promised there would be sufficient parking in the library lot to replace the off-street parking they currently borrow from the credit union lot.

Neighborhood Meeting:

A neighborhood meeting was held November 15, 2001 at the central library to allow the library's neighbors to meet the selected architects and provide input to the design process. Flyers were hand-delivered to all residents, businesses and public facilities in the following area: both sides of 4th Street from Grand Avenue to Belford, both sides of Belford, Teller, Hill, Gunnison, Chipeta, Ouray and Grand from 4th Street to 7th Street, and both sides of 7th Street from Belford to Grand Avenue. Attached are copies of the flyer that was distributed and a list of attendees at the meeting.

At the meeting the impacts of various site diagrams were presented by the architects. A lively discussion followed, focusing almost exclusively on the location and character of parking. The general tenor of the meeting was quite favorable to the project, with the caveat that the impact of parking should be minimized. The architects addressed concerns by describing ways that large parking areas can be softened and buffered from sensitive neighbors.

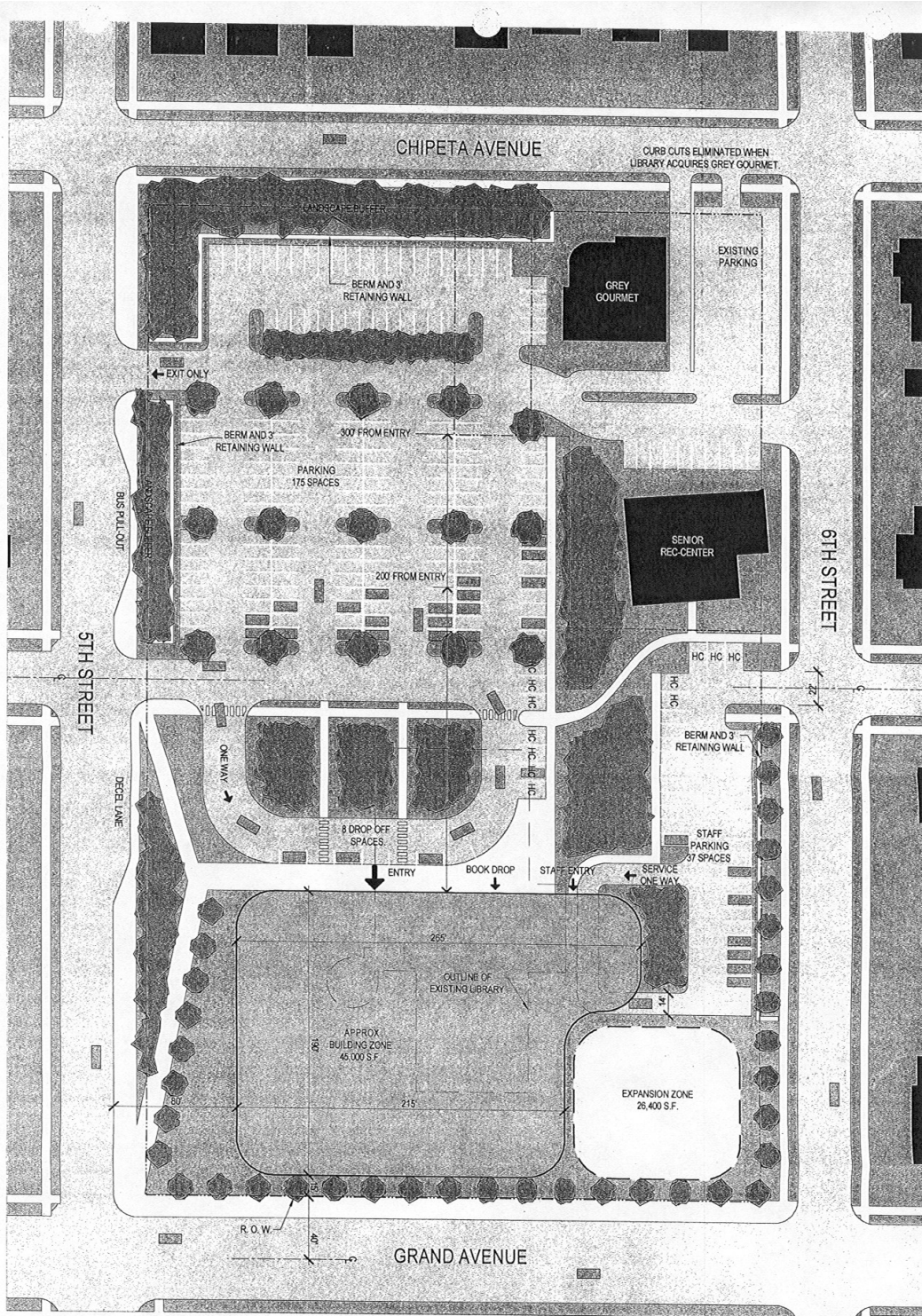
Meet the Architects

On Thursday, November 15, at 7:00 p.m.
at the central library at 5th & Grand.

- **MS&R and Chamberlin Architects,**
the team selected to design the new library,
will be accepting input from the public.

This is an opportunity for the architects to learn
what you, the library's neighbors, would like to
have considered early in the design process.

Refreshments will be served.

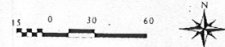


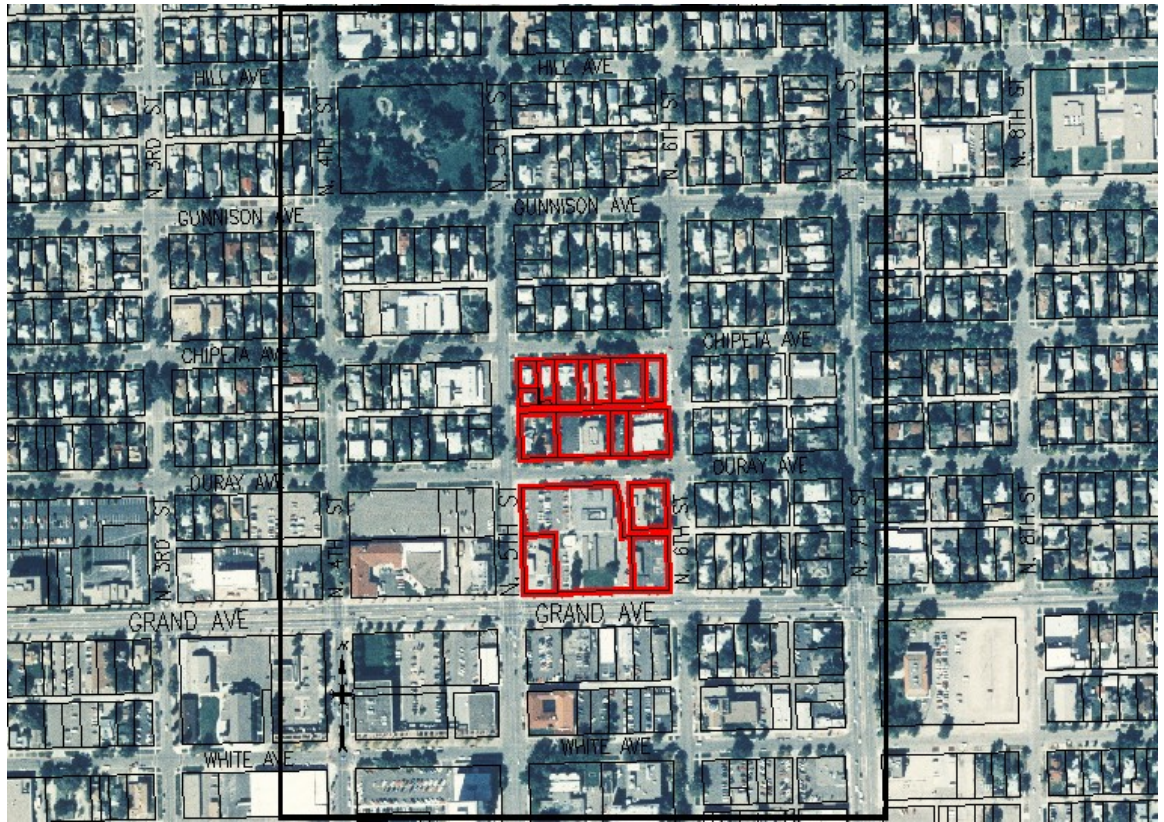
PARKING REQ'D @ 2.75 PER 1000 S.F. = 192.5
 PARKING PROVIDED = 220.0

Master Plan Submittal for Mesa County Public Library District, Central Library

MS&R Architects Ltd. with Chamberlin Architects

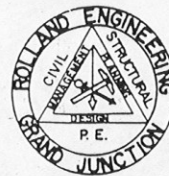
5 December 2001





ROLLAND ENGINEERING

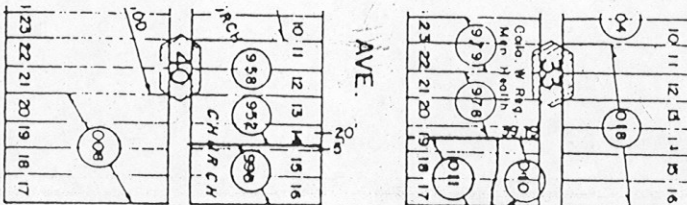
405 RIDGES BOULEVARD, SUITE A
GRAND JUNCTION, COLORADO 81503
(970) 243-8300



GRAND AVE.

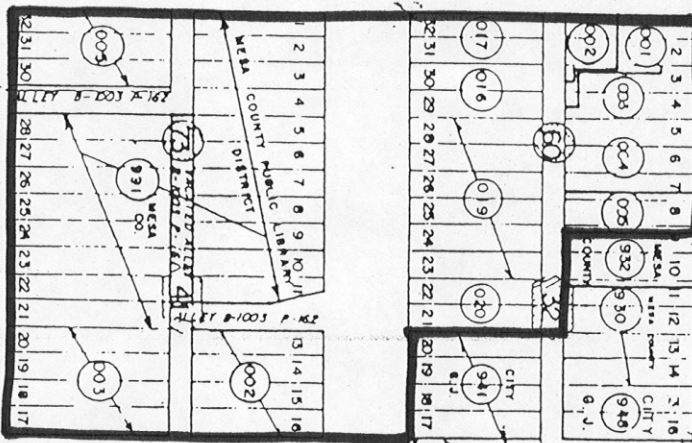
OURAY AVE.

CHIRETA AVE.



5th

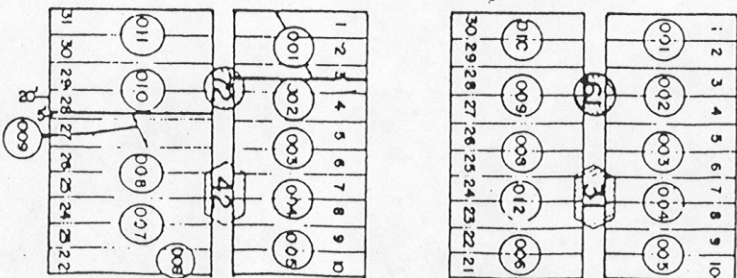
STREET



NOTE: THE 1/2 AC. LOT IN THE CENTER OF THE PROPERTY IS A 1/2 AC. LOT AND IS NOT TO BE DEVELOPED. THE 1/2 AC. LOT IS TO REMAIN AS AN OPEN SPACE AND IS TO BE MAINTAINED AS SUCH.

6th

STREET



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

A RESOLUTION APPROVING THE MASTER PLAN
FOR THE MESA COUNTY PUBLIC LIBRARY DISTRICT
CENTRAL LIBRARY,
LOCATED AT 530 GRAND AVENUE

WHEREAS, on the 22nd day of January, 2002, a public hearing was held by the City of Grand Junction Planning Commission, Grand Junction, Colorado, for recommendation to the City Council for approval of the Mesa County Public Library District, Central Library, and

WHEREAS, on the 6th day of February, 2002, the Grand Junction City Council reviewed the Planning Commission's recommendation and determined that the master plan for the Mesa County Public Library District complies substantially with the provisions of the Growth Plan, Section 2.20 of the Zoning and Development Code, and the Major Street Plan as well as the Grand Avenue Corridor Plan;

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

That the Master Plan is hereby approved for the Mesa County Public Library District, Central Library, located at 530 Grand Avenue. This site encompasses the 500 block from 5th Street to 6th Street, and from Grand Avenue to Chipeta Avenue, as depicted in Exhibit A.

The Master Plan's building zone area encompasses approximately 45,000 square feet with and expansion zone of approximately 26,400 square feet.

The approved Master Plan shall be valid for a minimum of five years unless otherwise established and all phases of the project shall be developed in conformance with the approved plan.

An amended Master Plan is required if significant changes are proposed.

ADOPTED this 6th day of February, 2002.

Attest:

President of the Council _____

City Clerk _____

**CITY COUNCIL AGENDA
 CITY OF GRAND JUNCTION**

CITY COUNCIL		
Subject:	Resolution Approving I-70B Access Study Contract	
Meeting Date:	February 6, 2002	
Date Prepared:	February 5, 2002	
Author:	Mike McDill	City Engineer
Presenter Name:	Mark Relph	Director of Public Works
	Workshop	Formal Agenda

Subject: Council approval of a contract with Denver based consultants, PBS&J, to prepare the I-70B Corridor Access Management Study (from 24 Road to 1st and Grand Avenue).

Summary: This contract is for a total of \$96,000. Of this amount, two developers along I-70B (Grand Mesa and Rim Rock) have already contributed \$10,000 each. The City will provide \$35,000 to fund this work. CDOT will pay \$41,000. This study will recommend means and methods of controlling access along this corridor to optimize traffic capacity in that area.

Background Information: The City Public Works Department and CDOT have agreed that the City would hire a consultant who is knowledgeable in the area on access management, such as PBS&J. The consultant will analyze the local traffic situation, compare it to state and industry standards, and produce recommendations regarding traffic signal locations along the corridor. A key component of the work will be how to deal with the various “cross-overs” between the main lanes of I-70B and the adjacent frontage road.

Budget: The City’s portion of the study costs (\$55,000) was budgeted in the 2001 Capital Improvement Budget, which has been carried over into 2002.

Action Requested/Recommendation: Motion to approve the attached contracts and authorize the City Manager to sign the contract.

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

Purpose:	
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Report results back to Council:					When:	
Placement on Agenda:		Consent		Indiv. Consideration		Workshop

Hilltop's Senior Enrichment Center

**CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION**

CITY COUNCIL	
Subject:	Funding for Hilltop's Senior Enrichment Center
Meeting Date:	February 6, 2002
Date Prepared:	February 5, 2002
Author:	David Varley
Presenter Name:	Kelly Arnold
Workshop	Formal Agenda

Subject: City Funding for Hilltop's Senior Enrichment Center

Summary: Last year Hilltop Community Resources, Inc. submitted a letter to the City Council requesting that the City help fund the Senior Enrichment Center they plan to build. They requested a commitment from the City to contribute \$250,000 per year for ten years.

Background Information: At the February 4, City Council workshop Council discussed developing a policy for funding outside organizations and this specific request. In response to this request Council agreed to place it on the formal agenda for Wednesday evening with these recommendations:

Council will dedicate \$100,000 for the Enrichment Center from the 2002 budget and \$100,000 from the 2003 budget.

Providing specific benefits to City residents will be explored. Details of these benefits will be worked out in the future.

Budget: \$100,000 will be dedicated from the 2002 budget and \$100,000 will be dedicated from the 2003 budget. If Council desires to designate a specific source for the 2002 budget then that source would be the contingency account.

Action Requested/Recommendation: The following motion would dedicate the intended funds for the Enrichment Center:

I move that the City dedicate \$100,000 from its 2002 budget and \$100,000 from its 2003 budget to the Senior Enrichment Center to be built by Hilltop Community

Resources, Inc. and that the City work with Hilltop to explore benefits that can be offered to Grand Junction residents.