

**GRAND JUNCTION CITY COUNCIL
AGENDA
MONDAY, JULY 17, 2006, 7:00 P.M.
CITY HALL AUDITORIUM
250 N. 5TH STREET**

MAYOR'S INTRODUCTION AND WELCOME

7:00 **COUNCILMEMBER REPORTS**

7:10 **CITY MANAGER'S REPORT**

7:15 **REVIEW FUTURE WORKSHOP AGENDAS** [Attach W-1](#)

7:20 **REVIEW WEDNESDAY COUNCIL AGENDA**

7:30 **DISCUSSION OF RIDGES OPEN SPACE:** A developer in the Ridges will address City Council regarding fees in lieu of and dedication of open space in the Ridges in relation to his future development.

[Attach W-2](#)

8:10 **STRATEGIC PLAN:** Update and direction to staff.

[Attach W-3](#)

ADJOURN

**Attach W-1
Future Workshop Agendas**

FUTURE CITY COUNCIL WORKSHOP AGENDAS

(12 July 2006)

↪ **JULY 31, MONDAY 11:30 AM** at **TWO RIVERS CONVENTION CENTER**

11:30 PLANNING UPDATE

12:10 STRATEGIC PLAN UPDATE REPORT FROM TEAM #1: (Evaluate zoning & infrastructure as tools to encourage development along major corridors)

↪ **JULY 31, MONDAY 7:00PM** in the City Hall Auditorium

7:30 ANNUAL PERSIGO MEETING WITH THE
MESA COUNTY BOARD OF COUNTY
COMMISSIONERS



AUGUST 2006

↪ **AUGUST 14, MONDAY 11:30 AM** at **Hilltop**

11:30 HILLTOP: Meet with Hilltop Board at their new Life Center

↪ **AUGUST 14, MONDAY 7:00PM** in the City Hall Auditorium

7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND FUTURE
WORKSHOP AGENDAS

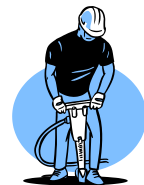
7:25 CITY MANAGER'S REPORT

7:30 DISCUSS BOUNDARY ADJUSTMENTS FOR CITY COUNCIL DISTRICTS

SEPTEMBER 2006

↪ ~~**SEPTEMBER 4, MONDAY 11:30 AM**~~ CANCELED for LABOR DAY

↪ ~~**SEPTEMBER 4, MONDAY 7:00PM**~~ CANCELED for LABOR DAY



↪ **SEPTEMBER 18, MONDAY 11:30 AM** at **Two Rivers Convention Center**

11:30 MEET WITH VISITOR & CONVENTION BUREAU BOARD



↪ **SEPTEMBER 18, MONDAY 7:00PM** in the City Hall Auditorium

7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND FUTURE
WORKSHOP AGENDAS

7:25 CITY MANAGER'S REPORT

7:30 RIVERSIDE PARKWAY: Phase III Update



OCTOBER 2006

➤ **OCTOBER 2, MONDAY 11:30 AM** in the Administration Conference Room
11:30 OPEN

➤ **OCTOBER 2, MONDAY 7:00PM** in the City Hall Auditorium
7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND FUTURE
WORKSHOP AGENDAS
7:25 CITY MANAGER'S REPORT
7:30 APPOINTMENTS TO BOARDS & COMMISSIONS
7:35 OPEN

➤ **OCTOBER 16, MONDAY 11:30 AM** in the Administration Conference Room
11:30 OPEN

➤ **OCTOBER 16, MONDAY 7:00PM** in the City Hall Auditorium
7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND FUTURE
WORKSHOP AGENDAS
7:25 CITY MANAGER'S REPORT
7:30 OPEN

➤ **OCTOBER 30, MONDAY 7:00PM** in the City Hall Auditorium
7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND FUTURE
WORKSHOP AGENDAS
7:25 CITY MANAGER'S REPORT
7:30 APPOINTMENTS TO BOARDS & COMMISSIONS
7:35 OPEN

↻ **BIN LIST** ↻

1. Code Text Amendments (August 14, evening workshop?)
2. TIF Bond Issue (October 16?)
3. Jim Lochhead water issues update (Fall)

2006 Department Presentations to City Council

1. Administrative Services? (GIS)

Geographic Information System _____

Attach W-2
Ridges Open Space

To: Mayor and City Councilmember

From: Sheryl Trent, Interim Community Development Director

Subject: Ridges Open Space Discussion

Date: July 14, 2006

I have attached a January 6, 2006 memorandum from Community Development Director Bob Blanchard regarding the Ridges Open Space Issue. City Attorney John Shaver and Kathy Portner, Assistant Community Development Director will be present to discuss the issue with you at your workshop and answer any questions.

We would like direction from the City Council as to how to proceed in this circumstance, and we welcome any feedback. Thank you for your attention to this matter.

TO: Mayor and City Council

FROM: Bob Blanchard
Community Development Director

DATE: January 6, 2006

SUBJECT: Open Space Requirements In The Ridges

Michael Stubbs has indicated he would like to meet with Council regarding the application of the City's open space fees and dedication requirements to his property in the Ridges. No formal request has been made yet. Mr. Stubbs owns several vacant parcels in the Ridges which are gradually being sold for development. It is his contention that the open space requirements have been met when the Ridges was originally approved and that the City's fees should not apply to development of his properties. Legal and planning staff have met with Mr. Stubbs, his attorney and consultant in an attempt to convince him that his contention is inaccurate.

As you are aware, the Ridges was originally approved and initially developed as a Planned Unit Development by Mesa County. As part of the approval, approximately 85 acres of open space was provided as well as numerous parks and a network of detached multi-use trails. Except for two City-owned and maintained parks, all of the remainder of the open space, parks and trails are privately owned and maintained.

In 1992, all developed and undeveloped property in the Ridges was annexed. In 1994, an amended Final Plan for the Ridges was adopted by City Council. One of the provisions of that approval was that any new development must comply with City standards in affect at the time of development.

Section 6.3.A and B of the Zoning and Development Code establish the parks and open space fee and dedication requirements. Section 6.3.A establishes the fee, which is currently \$225.00 per residential unit. This section specifically states that private open space and/or recreation areas cannot be used as a substitute for the required open space fee, park impact fee or land dedication. It also states that the parks impact fee cannot be waived or deferred.

Section 6.3.B provides that for residential developments of ten or more lots or dwelling units, ten percent of the gross acreage of the property must be

dedicated to the City or the equivalent of ten percent of the value of the property must be paid.

Because the open space dedications represented a community benefit and were used to justify the original PUD approval, the staff has taken the position that all current City requirements regarding parks and open space apply to any new development. City staff has consistently represented this position in prior discussions with Mr. Stubbs and during general meetings with potential developers of Ridges properties.

Should you have any questions regarding this issue, please contact me. As noted above, Mr. Stubbs is expected to request a meeting with Council. Staff from the Community Development Department will need to be in attendance should you agree to schedule this matter as a workshop item.

cc: Kelly Arnold, City Manager
John Shaver, City Attorney



DUFFORD WALDECK
MILBURN & KROHN LLP
Attorneys at Law

RECEIVED
JUL 11 2006

William H. T. Frey
Nathan A. Keever
Richard H. Krohn
Michael A. Kuzminski*
Christopher G. McAnany*
Laird T. Milburn
John R. Pierce+
Sam D. Starritt †

•
William S. DeFord

•
William G. Waldeck
Retired

•
D. J. Dufford
(1919-1998)

•
+ Also Admitted in Oregon
* Also Admitted in Utah
† Also Admitted in Wyoming

July 11, 2006

HAND DELIVERY

John Shaver
City Attorney
City of Grand Junction
250 N. Fifth Street
Grand Junction, CO 81501

Re: Ridges Open Space Workshop

Dear John:

With this letter I am delivering a letter to City Council from Mike Stubbs dated July 10, 2006, relative to the Workshop scheduled for July 17, 2006 to discuss the Ridges Open Space issue. As we have discussed, Mike and I request that these materials be included in the City Council Workshop packet.

Also, I assume there will be some sort of staff report and related materials that have been or will be prepared for this Workshop item. We would appreciate receiving a copy of these materials as soon as they are available. It would be particularly helpful to receive them prior to the Thursday noon deadline for submission of additional materials by us, in the event that there is anything in the staff report upon which we would like to comment. Those materials could be faxed to me or, if more convenient, they can be emailed to me at my direct email address, which is krohn@dwmk.com.

As always, I appreciate your cooperation and assistance.

Sincerely,

Richard H. Krohn

RHK/saj
Enclosures
cc: Mike Stubbs (w/o encls.)
F:\SYS\Wp\8496\012\Shaver-LTR.wpd

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744 Horizon Court
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Colorado 81506
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FAX 970.243.7738

MONTROSE, COLORADO
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MOAB, UTAH
TEL 435.259.2225

www.dwmk.com
dwmk@dwmk.com

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205 Little Park Rd.
Grand Junction, CO 81503
Phone: 970-257-0532
Email: rmstubs@bresnan.net

Dynamic Investments, Inc.

July 10, 2006

Mayor and City Council
Grand Junction, Colorado

RE: Workshop Session - July 17, 2006
Ridges Open Space

We have requested that City Council consider whether The Ridges Planned Development has satisfied and complied with current open space requirements for the development of the few remaining undeveloped lots in The Ridges due to our disagreement with the Community Development Department over the interpretation of the status of The Ridges Planned Development and applicability of provisions of the Zoning and Development Code. Given the unique factual history of The Ridges, we believe it is appropriate for Council to consider that open space requirements have effectively been satisfied and far exceed the goals and intent of the current requirements of the Code. The remaining undeveloped lots represent infill development. These existing platted lots are within an approved planned development. They are surrounded by existing development and/or dedicated public open space with all infrastructure (roads, utilities, etc.) extended to each lot.

Approximately 28% of the area platted in The Ridges Filings 1-6 is public property (parks and open space) owned by the City. It is Dynamic's position that The Ridges Planned Development has more than satisfied the 10% open space requirement of current City development standards, and that applying all new development standards for a newly proposed Planned Development with no consideration given to exactions related to prior subdivision, platting and development of The Ridges to our infill parcels is inappropriate.

The current Code includes provisions for planned developments, open spaces, parks, trails, clustering, hillside protections, etc. As it exists today, The Ridges exemplifies and has already satisfied the intent and goals of these provisions. The undeveloped lots in The Ridges are "net property", resulting from the subdivision and platting of Filings 1-6 of The Ridges Planned Development. They are "net" of dedications for road rights-of-way, open space, parks, trails, and easements for utilities and drainage.

We agree that any development of the undeveloped lots must comply with current City standards for development as required under the "Amended Final Plan for Ridges" adopted in 1994. We do not accept the position taken by Community Development staff in Bob Blanchard's memo dated January 6, 2006 that additional open space fees apply to the development of these infill properties.

There are two major reasons we reject staff's position:

First: Mr. Blanchard's memo reflects serious errors of fact regarding the current status of parks and open space. His memo states, "except for two City-owned and maintained parks, all of the remainder of the open space, parks and trails are privately owned and maintained". All Ridges Metropolitan District (RMD) assets were transferred to the City under the annexation agreement. These assets

.....

included five developed parks, 25% of the gross acreage as open space, a pressurized irrigation system, plus improved and unimproved multi-use trail systems. These are owned and maintained by the City as provided for in the annexation agreement.

Second: We have owned this property for almost twenty years and have a long history of working with the City regarding our holdings in The Ridges. You may recall that about fifteen years ago the City became very aggressive in pursuing annexations. My recollection is that the City's goals of annexation were deemed important at the time.

We were very involved in the Ridges Majority Annexation. We were courted by the City to annex all of our properties, which at that time included 900 acres of undeveloped property zoned PR4, 140 vacant residential lots, ten multi-family lots, and two commercial/office sites. We were assured by the City Manager and City Attorney that development would progress as it would have with the County, the only difference being that we would process development applications through the City's planning department rather than the County's. The annexation ordinance (No. 2596) identified Planned Residential zoning and states "... that all development approvals given by Mesa County within the Ridges Metropolitan District be accepted with all standards and conditions as imposed by Mesa County..." and reflected this understanding. At that time, the City did not have the current open space requirements.

Assistant Attorney Jamie Kreiling's response to my letter to Rich Krohn, dated April 13, 2005, cited my father's public testimony in support of the Amended Final Plan for Ridges. Since there was no open space requirement in effect at that time, his support for the plan should not be extended to include acquiescence to the imposition of new open space fees.

While we recognize it may not be legally binding on this Council, City staff had continuously assured us that our open space dedications had been fully accepted by the City, including the time during the code revision process that resulted in the current code. It was represented to us that prior open space dedications would satisfy the open space requirements under the new code. It has only been in connection with our more recent planning activities, initiated in 2002, that we have encountered the current position held by Community Development staff.

Our cooperation with the City regarding annexation and development of the Amended Final Plan for Ridges furthered the goals of the City. The City received valuable property for the benefit of the public. Additionally, the City ended up with ownership of a previously dedicated school site, which had been utilized as a ballpark and play area for many years. Through the Amended Final Plan, the City rezoned this property to residential and assigned density of 4 units per acre to the parcel. The density allocation was the result of City studies on its' perception of the appropriate build-out of the Ridges. The 6.8-acre school site effectively took 25 units of density away from the owners of the previously residentially zoned properties. Since we owned the vast majority of the undeveloped lots, this density came mostly at our expense. With current land values in The Ridges approximating \$30,000 per unit, the value of the rezoned school site obtained by the City approximates \$750,000.

Based on prior City representations to Dynamic; the fact that all parks, open space and trails previously dedicated to RMD are now owned by the City and are, therefore, public in an amount substantially above the current open space requirements; and that the City has received valuable tangible and intangible benefits from The Ridges Planned Community, we hereby respectfully request that Council deem that all open space requirements have been satisfied for the remaining undeveloped lots in The Ridges Filings 1-6.

July 10, 2006
Page 3

Delivered with this letter is a packet of documents referred to herein for your review. We look forward to your thoughts and comments and the opportunity to answer your questions and concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "MS Stubbs", written over a horizontal line.

Mike Stubbs

President

Schedule of Documents as reference and background material for the July 10, 2006 letter from Dynamic Investments, Inc. to the Mayor and City Council regarding Ridges Open Space:

1. Memo to Mayor and City Council from Bob Blanchard dated January 6, 2006
2. Email from Kathy Portner outlining initial position and status regarding open space
3. Dynamic's April 13, 2006 letter to Rich Krohn
4. Assistant City Attorney Jamie Kreiling's reply to Krohn's letter
5. Amended Final Plan for Ridges
6. Ridges Majority Annexation Ordinance
7. Recorded letter from Ridges Development Corp. to Mesa County Commissioners of January 29, 1982 describing then current status of The Ridges and acknowledged by all commissioners
8. Ridges Annexation Plan and Agreement (Paragraph 2 on third page discusses parks, trails and open space)

TO: Mayor and City Council
FROM: Bob Blanchard
Community Development Director
DATE: January 6, 2006
SUBJECT: Open Space Requirements In The Ridges

Michael Stubbs has indicated he would like to meet with Council regarding the application of the City's open space fees and dedication requirements to his property in the Ridges. No formal request has been made yet. Mr. Stubbs owns several vacant parcels in the Ridges which are gradually being sold for development. It is his contention that the open space requirements have been met when the Ridges was originally approved and that the City's fees should not apply to development of his properties. Legal and planning staff have met with Mr. Stubbs, his attorney and consultant in an attempt to convince him that his contention is inaccurate.

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In 1992, all developed and undeveloped property in the Ridges was annexed. In 1994, an amended Final Plan for the Ridges was adopted by City Council. One of the provisions of that approval was that any new development must comply with City standards in affect at the time of development.

Section 6.3.A and B of the Zoning and Development Code establish the parks and open space fee and dedication requirements. Section 6.3.A establishes the fee, which is currently \$225.00 per residential unit. This section specifically states that private open space and/or recreation areas cannot be used as a substitute for the required open space fee, park impact fee or land dedication. It also states that the parks impact fee cannot be waived or deferred.

Section 6.3.B provides that for residential developments of ten or more lots or dwelling units, ten percent of the gross acreage of the property must be

dedicated to the City or the equivalent of ten percent of the value of the property must be paid.

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Should you have any questions regarding this issue, please contact me. As noted above, Mr. Stubbs is expected to request a meeting with Council. Staff from the Community Development Department will need to be in attendance should you agree to schedule this matter as a workshop item.

cc: Kelly Arnold, City Manager
John Shaver, City Attorney

Stubbs Mike

From: "Leslie Bethel" <lbethel@sopris.net>
To: "Mike Stubbs" <mstubbs@earthlink.net>
Sent: Tuesday, July 06, 2004 9:40 AM
Subject: FW: Dynamic Investments

Hi Mike,

Give me a call so we can discuss this. Hope all is well for you.

Leslie

-----Original Message-----

From: Kathy Portner [mailto:kathyp@ci.grandjct.co.us]
Sent: Monday, July 5, 2004 11:34 AM
To: lbethel@sopris.net
Cc: Bob Blanchard
Subject: Re: Dynamic Investments

I'm not sure a meeting is necessary. I'll try to respond to your questions below.

1. I re-reviewed the Cobblestone Ridges file (PP-95-178) and the Amended Plan for the Ridges. The Amended Plan for the Ridges allocated 4 units per acre for the remaining undeveloped (non-multifamily) sites, including the Cobblestone Ridges parcels. The original approval of Cobblestone Ridges included a Preliminary Plan for 65 units and an outline development plan for 48 attached units, for an overall density of 3.7 units per acre. However, approval of the remainder of the Preliminary Plan area that was not developed and the entire area covered by the Outline Development Plan has long since lapsed. So, approval of the remainder is subject to the Amended Plan for the Ridges that allows for up to 4 units per acre. We will base that overall maximum density on the total acreage of the original Cobblestone Ridges and the total number of units built and proposed.
2. Shadow Run is on one of the designated "multi-family" sites and is, therefore, subject to a maximum density of 7.1 units per acre.
3. The Amended Plan for the Ridges states that "density transfers within filing 1 through 6 are not allowed".
4. The open space dedications in the Ridges were a requirement of the original PUD. At that time, all of the open space was private open space dedicated to fulfill Mesa County's PUD requirements and included the most undevelopable land.

12/30/2004

Section 6.3 of the Zoning and Development Code would apply to any development. Section 6.3.A addresses the Parks and Open Space Fee (currently \$225 per unit). This section specifically states that private open space and/or recreational areas shall not be a substitute for the required open space fee, park impact fee or land dedication. It further states that the Parks Impact Fee shall not be waived or deferred for any development.

Section 6.3.B outlines the open space requirement of dedication of 10% of the land or payment equivalent of 10% of the value of the property, at the City's discretion. Section 5.4.G of the Code states the City's requirements for approval of a PD (Planned Development). Open space dedication of 20% or more can be considered a community benefit in approving a PD, but it must be in excess of what would otherwise be required by the Code. Therefore, since the open space dedication of the Ridges was a part of the original PUD requirement, all current fees for parks and open space apply to any new development.

>>> "Leslie Bethel" <lbethel@sopris.net> 6/22/2004 10:19:55 PM >>>
Hi,

I hope this message finds you both doing well. I sent off an e-mail before I left town about 10 days ago and haven't heard back so I thought I would try again. I was having some computer challenges so it is entirely possible that you may not have received my message.

Mike Stubbs and I would like to meet with you both to discuss a few questions regarding the different Ridges parcels. It would be a short meeting, 30- 45 minutes. These are the questions that we are still not clear on:

1. We need to verify the number of lots left to be developed on the Cobblestone parcel. My estimates show that we began with 113 units, built 43, which leaves us with 70 dwelling units yet to build, does that match your estimates?
2. We also need to verify the number of dwelling units to be built on Shadow Run...approximately 5 acres at 7.1 dwelling units per acre creates 35 possible dwelling units... correct??
3. I am trying to understand if there may be an opportunity to

12/30/2004

transfer
densities between parcels...Kathy, you stated that..."density
transfers
between Filings 1-6 and the rest of unplatted Ridges will not be
allowed"...
does that mean that there is flexibility to transfer density within
Filings
1-6?

4. Finally Bob, this is a question for you to ponder as well... I am
still
unclear about the open space dedication question. Since there was a 25%
open
space dedication that took place with previous Ridges PUD dedications,
why
are we being asked to make additional dedications or pay associated
fees, it
still feels like a double exaction to me??

Thanks for your help guys. Any chance you may be available to meet to
discuss these on June 30 or the week of July 5th, I'd be happy to come
over
for a brief
face to face meeting?

We could also meet to review my work on the compatibility
standards...I'll
look forward to hearing your thoughts. Thanks again for your time as
always.

Leslie

Leslie Bethel Design and Planning
1226 Medicine Bow Road
Aspen, Colorado
81611

phone 970-922-0273
fax 970-922-0101

12/30/2004

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570 Walnut Ave.
Grand Junction, CO 81501
Phone: 970-257-0532
Email: mstubbs@earthlink.net

Dynamic Investments, Inc.

April 13, 2005

Richard H. Krohn
Attorney at Law
744 Horizon Court, Suite 300
Grand Junction, CO 81506

Dear Rich:

As you are aware, Dynamic Investments, Inc. owns residential development properties in The Ridges planned development. We have developed site plans for the various parcels that have been reviewed by the City of Grand Junction under the pre-application general meeting process. While we continue to work through the issues and concerns regarding the development of these infill parcels, we question the City Community Development Department staff's assertion that, under the current code, open space fees are payable in connection with development of these parcels.

One of our parcels, known as Shadow Run, is to come before the Planning Commission in a public hearing within the next couple of weeks and we seek agreement that the Ridges has previously met all open space dedication requirements and that further exactions are not applicable.

It is our position that The Ridges, as a planned community, has dedicated generous amounts of land for open space, parks, improved and unimproved trails, and a school site, totaling approximately 30% of the area platted in The Ridges Filings 1-6. To paraphrase staff's position: prior dedications are not considered because they were made to satisfy Mesa County requirements and that since the open space dedications were considered private they cannot be substituted for the required open space fee, park impact fee or land dedication. A copy of an e-mail from Kathy Portner outlining staff's position is enclosed.

We believe that staff's position is not supported by either factual or equitable considerations. The Ridges Majority Annexation ordinance, adopted September 2, 1992 states "that all development approvals given by Mesa County within the Ridges Metropolitan District be accepted with all standards and conditions as imposed by Mesa County...". A letter from Ridges Development Corporation to Mesa County Board of Commissioners, dated January 29, 1982 acknowledged by the Commissioners and recorded February 17, 1982 at Book 1357 Pages 352-356, outlines the status of the planned development and specifically identifies open space requirements and the status of dedications relative to open space, schools and parks as having been satisfied for the area within then current Ridges Metropolitan District (RMD) jurisdictional area (Filings 1-6 and the 495 acres now being developed as Redlands Mesa). While open space dedications were considered private, it is important to note that these dedications were to a quasi-municipality that was envisioned to serve a community of over 12,000 people upon build-out of the original 1,100 acres contained in the planned development. Under the annexation plan and agreement between the City and RMD, 1991 amended 1992, all assets of the District were transferred to the City. These assets included all previously dedicated open space, developed parks, improved and unimproved trails. Thus all previously dedicated lands are now public.

We believe that the above documents provide the factual basis for support of our position that prior dedications have satisfied all requirements. and, further, that it is not equitable to require a double exaction relative to fee or land dedications, especially when you consider the fact that the prior dedications exceed current code requirements.

April 13, 2005
Page 2

We request that you communicate with the City's legal counsel to clarify and/or resolve the City's position relative to the imposition of additional requirements based upon review of factual and equitable considerations as presented herein.

Sincerely,



Mike Stubbs
President

[Click [here](#) and type slogan]



CITY ATTORNEY

June 1, 2005

SENT BY U.S. MAIL AND FAX: (970) 243-7738

Richard H. Krohn
Dufford, Waldeck, Milburn & Krohn
744 Horizon Court, #300
Grand Junction, CO 81506

Dear Rich:

I write in reply to the copy of the letter you provided our office from Dynamic Investments, Inc. to you dated April 13, 2005. As you know from your conversations with John and me we appreciate your inquiry about the Ridges open space fee. Your questions served as a reminder that from time to time we need to re-examine project files and not just rely on our recollection of how things are. That being said, in preparing this letter to you, I reviewed the Ridges annexation plan and agreement (by and between the City and the Ridges Metropolitan District) and the Council adopted Amended Final Plan for the Ridges.

The most helpful for answering your question was the Amended Final Plan. The City Council heard that matter on June 1, 1994. On June 1, 1994, the Amended Final Plan for the Ridges was approved except for Section A which concerned density. The density question was addressed and approved on September 21, 1994.

The purpose of the Amended Final Plan was to "clarify zoning and density requirements." It is clear from the terms of the Amended Final Plan that the City Zoning and Development Code is to apply to new development within the Ridges at the time of development. The Amended Final Plan includes the following:

All provisions of the City Zoning and Development Code, other ordinances and applicable regulations shall apply if not addressed specifically in this document. (There is no mention in the document regarding open space, except to the dedication of some private open space being dedicated to the owners within Columbine Village.)

No plat, or other subdivision, shall be allowed in the Ridges, and no development of the existing undeveloped lots shall occur without first having complied with then (as of the final approval or recordation of the plat) current City standards for development.

Mr. Rich Krohn
June 1, 2005
Page 2

All other performance, design and other standards in the Zoning and Development Code and other City Codes shall apply unless specifically mentioned in this

document. (As mentioned before, the open space is addressed in the Amended Final Plan only in relation to Columbine Village. The plan intends that "trails shall be preserved, improved and enhanced with future development.")

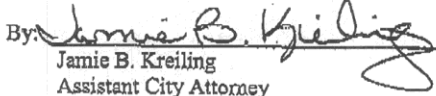
The minutes of the public hearing show that Mr. Bill Stubbs, Dynamic Investments was present and testified. He indicated that he "generally has no problem with the Community Development plan other than the subject of density, the transferring of density and maintaining that density."

Because of the adoption of the Amended Final Plan, I concur with the City Community Development Department staff's opinion that Sections 5.4 and 6.3 of the Zoning and Development Code apply to the development of Shadow Run at the Ridges ("Shadow Run") and future development within the Ridges. I must respectfully disagree with the assertion made in your letter that the Community Development Department's "position is not supported by factual or equitable considerations" regarding the application of the Zoning and Development Code to Dynamic's proposed developments. Clearly the adoption of the Amended Final Plan and Mr. Stubbs' testimony in favor of that plan demonstrate both a sufficient legal and equitable basis for application of the Code to the Shadow Run project. While I appreciate the "it was paid before" reasoning, clearly absent a vested rights agreement and/or disputation of the Amended Final Plan in 1994, the argument is not persuasive.

As you and John discussed, we will indicate in the record for Shadow Run public hearing next week that the applicants have not waived any right to dispute the City's requirements for open space fees, park impact fees or land dedication fees and the application of the same to Shadow run. These are matters normally dealt with during the Final Development plan process so no delay should result from reserving the right(s).

Please contact me if you wish to discuss this matter further.

OFFICE OF THE CITY ATTORNEY

By: 
Jamie B. Kreiling
Assistant City Attorney

Pc: Lori Bowers, Senior Planner
Robert E. Blanchard, Community Development Director
John Shaver, City Attorney

Amended Final Plan for Ridges

As adopted by Planning Commission 5/3/94, 9/6/94 and City Council 7/1/94, 9/21/94

A. Densities

The allocated densities are maximum densities for the sites. The maximum density of any site which is allowed by the plan may normally not be reached because of site constraints including limitations on vehicular access to the site and egress to Ridges Boulevard, infrastructure deficiencies, geologic, soils or other constraints.

The remaining density for the undeveloped multi-family lots, the school site and two replatted large lots was based on an overall density cap of 4 units per acre for filings 1 through 6 and an inventory of the built and/or platted density. All "A" lots were counted as two units because under the covenants and the proposed plan, any "A" lot can have a duplex on its. There are "deeded" densities for some of the undeveloped lots in the Ridges which were not considered in the density designation. Density transfers within filings 1 through 6 are not allowed.

The 6.37 acre school site (filing #5) and the 35.13 acres of undeveloped property (Replat of lots 19A through 30A, Block 13, lots 1A through 2A, Block 23, lots 1A through 15A, Block 24, lots 1A through 10A, Block 25, filing #5 and Replat of lots 48A through 73 A, Block 9, lots 31B through 56A, Block 13, lots 3B through 40A, Block 23, lots 1A through 7A, Block 28, filing #6) with no multi-family designation are assigned a density of 4 units per acre. The remaining density for the multi-family sites ranges from 6.8 units per acre to 7.5 units per acre. The 6.8 units per acre is the density remaining in filings 1-6 as they exist now (as of 11/17/94). The 7.5 units per acre is the density that would be available if the proposed Rana Road Replats and Eagle Crest development are finalized and recorded.

*Rana Rd Replats 12 A lots to 7 A lots ∴ 10 units (additional) ÷ 42.92 acres = .3
∴ 7.1 units/acre remaining for MF sites*

B. Setbacks and Height

Setbacks for filing 1-6, excluding the undeveloped lots, will be measured from property line to the closest point on a structure wall. In no case shall the eaves, foundation, or any other portion of a structure, above or below the ground, extend over any adjacent lot, parcel or property, including Ridges Open Space, without a recorded easement for such encroachment from the owner of said adjacent lot, parcel or property or open space.

Porches, patios or decks which are open and uncovered may extend into any required setback area not more than 7 feet, but in no case closer than 3 feet to any property line provided it does not encroach on any easements and/or pedestrian ways. All others, those which are enclosed, covered, or having more than one level, must meet the setback for the principal structure.

Height will be measured from the highest natural grade line immediately adjoining the foundation or structure. Natural grade shall mean undisturbed ground level which may be determined by on-site evidence (vegetation, ground level on adjacent land, elevation of adjacent streets and roads, soil types and locations, etc.).

A lots

Housing Type--Single family detached or attached with common wall on lot line or duplex on one lot.

Setbacks--

Front yard: 20 feet
Rear yard: 10 feet
Side yard: From 0' to 10'. For any sideyard setback less than 10' on one sideyard a minimum of 5' setback shall be required on the opposite sideyard line.

Minimum Building Separation: 10 feet between closest points of exterior walls.

Maximum Height--25 feet (excludes chimneys)

B and C lots

Housing Type--Single family detached

Setbacks--

Front yard: 20 feet
Rear yard: 10 feet
Side yard: 10 feet

Maximum Height--25 feet (excludes chimneys)

Architectural Control Committee (ACC) Review

Review by the Ridges Architectural Control Committee (ACC), as defined in the covenants of Filings 1-6, will be required prior to issuance of a Planning Clearance by the City of Grand Junction (City); however, the Planning Clearance will be issued by the City if all requirements as set forth in this plan document are met. Failure of the ACC to respond within 30 days of the request for review will constitute approval by the ACC for City review purposes.

C. Parking

- a. Filings 1 through 5--2 car garage plus 2 paved parking spaces for each single family unit and duplex unit.
- b. Filing 6--1 car garage (or carport) plus 2 paved parking spaces for each single family unit and duplex unit).
- c. Multi-family units--2.2 spaces per unit (would apply where there is common parking for more than 2 units--if no common parking, a. or b. would apply).

All required parking must be provided on-site. All driveways must be paved prior to occupancy.

D. Fencing

The Zoning and Development Code regulations for fence location and height shall apply; however, chain link fences are not allowed, except for at RV storage areas as approved by the City, tennis courts, public sports facilities, tot lots and playground areas, public or private. Each applicant shall contact the ACC, prior to issuance of a fence permit, to verify the proposed fence meets any other requirements of the covenants. The City will issue the fence permit if the proposed fence meets the City's requirements.

Review by the Ridges Architectural Control Committee will be required prior to issuance of a fence permit; however, if all requirements as outlined above are met the permit will be issued by the City. Failure of the ACC to respond within 30 days of the request for review will constitute approval by the ACC for the City review purposes.

E. Variances

A request to vary a setback or a fencing regulation will be heard by the City Board of Appeals pursuant to chapter 10 of the Zoning and Development Code. City staff will make the Ridges ACC recommendation available to the Board for its review of the variance request.

F. Protective Covenants

The City will not enforce covenants, restrictions or other limitations not adopted or imposed by the City in the Ridges. All provisions of the City Zoning and Development Code, other ordinances and applicable regulations shall apply if not addressed specifically in this document.

G. Undeveloped Lots--Filings 1-6

No use or development is allowed on or for a platted undeveloped lot unless the City has approved same in writing. Under the current Code, if a multi-family lot is being replatted into more than 5 lots, a two step process will be required: preliminary plan approval and final plan/plat approval by Planning Commission. If a multi-family lot is being replatted into 5 or fewer lots final plan/plat approval by Planning Commission will be required.

The Ridges Architectural Control Committee will be given the opportunity to comment on proposed development of the multi-family lots and/or other large undeveloped tracts as a review agency.

H. Commercial sites

Uses for the designated commercial sites in filings 1 through 6 shall be limited to the following types of business uses: professional offices, preschools/nursery schools/day care centers, barber/beauty shops, self-service laundries, medical/dental clinics, counseling centers, schools, dance/music schools, membership clubs

and community activity buildings, indoor cultural /educational /recreational facilities, churches, fire/emergency services.

I. New development

No plat, or other subdivision, shall be allowed in the Ridges, and no development of the existing undeveloped lots shall occur without first having complied with then (as of the final approval or recordation of the plat) current City standards for development.

J. 5' Irrigation Easements

The plats for several filings of the Ridges include a statement "granting" a 5' irrigation and/or water easement along all lot lines to the Ridges Metropolitan District. Those easements can be released by the City of Grand Junction's Director of Community Development if it is found the easement is not needed. A process for the review and release of such easements is identified in City Development File #72-93 (2).

K. Columbine Village--A Replat of lot 25, Block 9, Ridges Filing #6

The private open space and ingress/egress easement as noted on the plat are dedicated to the owners within Columbine Village. Development and maintenance of facilities and roadways within these areas is and will continue to be the responsibility of the property owners within Columbine Village.

The setbacks for Columbine Village shall be 10' rear yard and 10' front yard. The required sideyard setback shall be 0' to 10' measured to foundation wall with the minimum building separation as required by the applicable building code. 0' sideyard setbacks are only allowed for common wall units.

L. Any terms not defined in this document shall have the meaning as set forth in the Zoning and Development Code. All other performance, design and other standards in the Zoning and Development Code and other City Codes and Policies shall apply unless specifically mentioned in this document.

M. General Development Standards for the Ridges--undeveloped lots and remaining unplatted acreage within the Ridges Metropolitan District boundaries

1. Site planning and design shall preserve, to the maximum extent possible, the existing natural features which enhance the attractiveness of the area and shall blend harmoniously with all uses and structures contained within the surrounding area.

2. Land which is unsuitable for development because of geologic constraints shall be preserved in its natural state. This shall include drainage ways, steep terrain (slopes in excess of 30%) and rock outcroppings to be identified and mapped by the developer. Areas of "no disturbance" shall be identified around all proposed building sites, as applicable.

3. Existing trails, whether or not improved or legally dedicated, within the platted and unplatted Ridges shall be preserved, improved and enhanced with future development. For the portion of the Ridges not already platted, each development shall integrate with an overall plan that serves to link existing trails with both new trails and trails which serve other areas.

4. All structures shall be setback a minimum of 20' from all bluff lines (to be identified and mapped by the developer) to maintain visual corridors within the Ridges. For ravines, drainages and washes which are defined by a distinct "rim" or "rimrock", structures shall be set back far enough that a person 6 feet tall cannot see any portion of a structure while standing in the thread of the stream bed.

5. All development in the Ridges, notwithstanding zoning potential or other approvals, will be limited by geologic and transportation system constraints, as well as other infrastructure constraints.

6. Density transfers between filings 1 through 6 and the rest of the unplatted Ridges will not be allowed.



City of Grand Junction - document view for ORDINANCE NO

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ORDINANCE NO. 2596

ZONING CERTAIN LANDS ANNEXED TO THE CITY AS THE «RIDGES» MAJORITY «ANNEXATION»

Whereas, the Council finds that the applicant has complied with applicable regulations of the City's Development Code, and that the Planning Commission has recommended that the Zoning of the «Ridges» Majority «Annexation» be granted;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION

That the lands described on the attached be zoned PR (Planned Residential) and RSF-4 and that all development approvals given by Mesa County within the Ridges Metropolitan District be accepted with all standards and conditions as imposed by Mesa County, except that the Development Plan shall be amended to designate the area occupied by the former Ridges Metropolitan District Office Building as a commercial area as defined in the Protective Covenants for the Ridges PUD as recorded in Book 1277 Pages 856 through 876 of the record of the Mesa County Clerk and Recorder.

Passed and adopted this 2nd day of September, 1992.

Attest:

NAME

President of the Council

Theresa F. Martinez

Acting City Clerk

LEGAL DESCRIPTION

TO BE ZONED TO PR - PLANNED RESIDENTIAL

RIDGES DEVELOPMENT CORP.

P.O. Box 3740
 Grand Junction, Colorado 81502
 (303) 243-4001

STATE OF COLORADO, COUNTY OF MESA
 RECORDED AT 11:08 A.M. FEB 17 1982
 RECEPTION NO. 128305

January 29, 1982

Mesa County Board of Commissioners
 Mesa County Courthouse
 Grand Junction, Colorado 81501

Dear Commissioners:

Over the past five years that the Ridges Development Corp. has been developing "The Ridges," Mesa County has experienced turnover in Development Department staff, Planning Commission members, and Commissioners. Numerous conditions of approval were originally agreed upon during the rezoning, outline, and preliminary plan stages which were in some cases unique to "The Ridges." Currently, we have six filings planned and recorded and with the seventh submitted for final approval, we believe it necessary to reclarify some of these previous agreements so as to avoid the repetitious requests made during processing of each filing for the same information or qualification of design. Key topics addressed below with past agreements summarized from meeting minutes are submitted for your review and concurrence by signature. A copy of this letter placed on file with each department would hopefully alleviate the recurrence of redundant requests made by future county personnel. We feel this would streamline the development process for both parties in the future 10+ years remaining to complete this large project.

ACCESS ROADS

Five major accesses to "The Ridges" are planned and located as follows:

- (1) Main entrance. Ridges Boulevard adjoining Highway 340.
- (2) One access adjoining Monument Valley Sub-division.
- (3) One access tie to South Camp Road.
- (4) One access adjoining 23 Road.
- (5) One access adjoining No Thoroughfare Canyon Road through the old City dump. (MCC minutes, Book 17, page 152).

Mesa County Board of Commissioners
January 29, 1982

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Subsequently, the property for the South Camp access was sold to Monument Valley and they would make the tie in. In addition, the Outline Development Plan shows other tie in locations such as Rio Vista Road, etc. Upon designing the road system of Filing #6 to connect to Rio Vista, local opposition forced a design change preventing access (MCPC minutes September 18, 1980). Also, in designing the road system for the Ridges 3rd Addition Preliminary (Ridges East), tie in to Bella Pago Drive was denied (MCC minutes Book 18, Pages 107 & 108). We do feel these decisions were not in the best interests of the County.

STREETS

Recognizing "The Ridges" as a mountain subdivision, the Planning Department staff recommended variances from County Road Standards such as "Recommend that developer be allowed some latitude from County Road specs so as to 'roll' the roads to flow with the terrain both horizontally and vertically so as to avoid excessive cuts and fills for both aesthetic reasons and to reduce erosion potential." (MCPC minutes March 22, 1977). Cross sections as proposed were also recommended for approval in that same meeting. Additionally, roadways were discussed with the Road Department on April 11, 1977 for acceptance of proposed construction which did include 40 foot right-of-ways (local street classification) with 22 foot pavement mat (MCC minutes Book 17, Page 158). In past years, this 22 foot mat has been upgraded to 24 feet for improved performance. Each dwelling unit is covenanted to provide off-street parking so as to provide unobstructed passage of emergency vehicles along these 24 foot streets.

GEOLOGICAL

Geologic reports for the entire Ridges subdivision property were prepared in 1973 and in 1977 in compliance with Senate Bill 35 which the Geological Survey has on file. Areas of potential slope instability, flash flooding and rockfall are reserved as open space or parks. Realizing soil structure varies in "The Ridges," we require that each building site has an individual soils investigation performed with an engineered foundation designed for those conditions prior to obtaining a building permit.

DOMESTIC WATER

The Ridges Metropolitan District, a quasi-municipality established for providing domestic water service to Ridges residents, contracted with Ute Water Conservancy District on May 12, 1977, for bulk delivery of water through a 16 inch tap

Mesa County Board of Commissioners
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located at Ridges Boulevard and Highway 340. A later engineering design study reduced the required line size to 12 inch. When "The Ridges" reaches 2,000 dwelling units, an additional service feed line, if determined necessary for proper service, is to be provided by Ute water to establish a loop system. (Contract For Bulk Purchase of Water For The Ridges Metropolitan District, page 2, paragraph 12 as referred to in Book 13, page 137).

MULTI-FAMILY SITES

Multi-family sites originally were granted ODP approval status at final plat approval of each filing (MCPC minutes March 22, 1977 and MCC minutes Book 17, page 152 and 153). In August, 1978, the level of approval was changed to Preliminary Plan status (MCPC minutes August 17, 1978 and MCC minutes Book 17, page 4R2). Upon platting of Filings #5 and #6, the Planning Commission and Board of Commissioners agreed with a Planning Department recommendation that all multi-family sites Final Plan processing and approval be delegated to the Planning Department only. A multi-family developer would still be required to gain Ridges Architectural Control Committee approval and key utility companies' approval prior to Planning Department signoff and obtaining a building permit. This process was not specifically requested at final plat approval of Filing #7 since it was understood that the decision applied to all existing and future filings. Density is variable on these sites.

COMMUNITY SERVICE SITES

Community Service sites are designed for those businesses which "do not sell merchandise over a counter through a cash register to the public." These sites are platted as one lot but may be split by metes and bounds description to separate purchasers with Ridges Development Corp. and Planning Department approval. These sites require Final Plan approval in the same process as multi-family sites (see above).

COMMERCIAL SITE

The Ridges Outline Development Plan includes a commercial area encompassing approximately 14.5 acres by planimeter. The Preliminary Plan as discussed on March 30, 1977 (MCC minutes Book 17, page 152) described the site as 16 acres. Considering the possible error in planimetry of a 400 foot per inch print, the documented 16 acres would prevail. Since the site size was

originally determined as a percentage of the project area and the Ridges boundary has increased 15% in the past years, the commercial area could logically be enlarged to 18.4 acres. However, Ridges Development agreed to restrict commercial and business uses to the previously agreed 16 acres of the 17.749 acres platted in the Multi-family/Business/Commercial area requested (letter to Planning Department December 4, 1981 by Steven Sabeff). Also, business and commercial uses would be limited to neighborhood shopping uses (MCPC minutes, April 26, 1979). Final Plan approval would be required by Mesa County prior to obtaining building permits. This area would be treated similar to the Community Service sites whereas portions of the site could be split by metes and bounds description as approved by Ridges Development Corp. and the Planning Department.

DENSITY

Allowed density for the entire Ridges is PD-4 (4 units per acre). Density of each filing may be more or less than PD-4 as long as the cumulative total does not exceed PD-4. (MCPC minutes March 22, 1977 and MCC minutes Book 17, page 152 and 153).

OPEN SPACE

Open space requirement for "The Ridges" may vary between 15% and 25% overall with allowed variance of 10% to 30% for each filing. (Notes on Outline Development Plan). Open space is considered private and controlled by the recreation function of the Ridges Metropolitan District (MCPC minutes March 22, 1977).

SCHOOL-PARK

Public open space requirement in "The Ridges" is 5%. (Notes on Outline Development Plan). "The 5% school-park requirement will be met by cash escrow per filing to be returned when 5% is dedicated and accepted." (MCPC minutes March 22, 1977). On September 21, 1981, the Ridges Development Corp. deeded all open space, school site, public park site, and mini-park sites to the Ridges Metropolitan District and/or Mesa County and received all escrowed funds held by Mesa County. Thus, all future filings in the current Ridges Metropolitan District jurisdictional area will not require an appraisal nor deposit of funds. However, the land area outside the Ridges Metropolitan District west of Red Canyon will understandably require the 5% land or funds as done in the past. It is also understood that the Ridges Metropolitan District is responsible for development and maintenance of these park sites. The school site was originally sized at approximately 9 acres during

Mesa County Board of Commissioners
January 29, 1982

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preliminary plan discussions with school district personnel. Prior to final platting of Filing #5, the site was reduced to approximately 6 acres since school district personnel concurred that the adjacent park could be used for playground areas. An onsite meeting between Steven Sebeff of Ridges Development Corp. and Lou Grosso of School District #51 was held in early 1981 following the school bond election of November, 1980, to review the suitability of a new school. The site was not acceptable for the current district needs but as stated by Mr. Grosso, the site would be fitting for a two-round school to serve the immediate Ridges subdivision.

Very truly yours,

Warren E. Gardner
Warren E. Gardner
General Manager

WEC/jal

ACKNOWLEDGED:

Maxine Albers
Maxine Albers

George White
George White

Rick Entrom
Rick Entrom

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AND AGREEMENT

This Plan and Agreement is jointly entered into and adopted by the City Council of the City of Grand Junction, on behalf of the City of Grand Junction, Colorado (City), and the Board of Directors of the Ridges Metropolitan District, on behalf of the Ridges Metropolitan District (District), and is intended to constitute both the plan required by C.R.S. 32-1-701 et seq. and the agreement referred to in C.R.S. 32-1-702 and 32-1-704.

A. The City is willing to enter into this Plan and Agreement, contingent on the completion of the annexation to the City of the lands contained in the District.

B. The District is willing to enter into this Plan and Agreement if the City agrees to provide municipal services to the residents of the District on the same basis as other residents of the City receive City services, except as otherwise provided herein, and if the City refinances the Districts outstanding debt.

NOW, THEREFORE, the City and the District agree as follows:

1. As used in this Plan and Agreement, the following words and phrases have the following meanings:

A. Annexation date means the date sixtyone days after the effective date of the Citys ordinance annexing the District lands; provided, however, that if an action for review of the annexation is commenced as provided in Section 311211E, C.R.S., the annexation date shall be the date on which final judgment, not subject to further appellate review, is entered by a court with jurisdiction, upholding the validity of the annexation ordinance.

B. Board means the Board of Directors of the Ridges Metropolitan District.

C. City means the City of Grand Junction, Colorado.

D. City Council means the City Council of the City.

E. Dissolution action means the action commenced by the District in the District Court, pursuant to C.R.S. 32-1-701 et seq. to dissolve the District.

F. District means the Ridges Metropolitan District.

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G. District Court means the Mesa County, Colorado, District Court.

H. District lands means all lands within the boundaries of the District.

2.

A. As soon as possible after the approval of this Plan and Agreement by the City Council of the City and by the Board of Directors of the District, and execution by the appropriate officers of the City and District, the District shall file a petition for dissolution of the District with the Mesa County District Court, pursuant to C.R.S. 32-1-701 et seq. This Plan and Agreement shall be filed with the petition for dissolution.

B. As soon as the dissolution action is commenced by the District, the City staff will prepare and submit to the City Council an annexation petition, seeking annexation to the City of all of the District lands, using the power of attorney on file with the City Clerk. No terms and conditions will be sought or placed by the City on the annexation other than those contained herein. The City Council shall thereafter consider the petition for annexation as provided by applicable ordinance and statute, provided, however, that the annexation ordinance will not be finally adopted until after any dissolution election ordered by the District Court in the dissolution action. If the City adopts an ordinance annexing the District lands, it shall promptly take all actions required by applicable statutes and ordinances to make the annexation effective, and it shall defend the validity of the annexation ordinance in any action brought for judicial review of the ordinance. Any such result shall not operate to invalidate the existing Power of Attorney referred to in this paragraph.

3. andAcreeement

A. tobeProvidedbytheCity On and after the annexation date, the City will provide the residents of the District the same municipal services on the same general terms and conditions as residents in the rest of the City receive, except as otherwise specifically provided in this Plan and Agreement. These services include, but are not limited to, the following, subject to the ongoing direction and control of the City Council and the City Manager.

1. Protection At present, the District receives its fire protection services from the Grand Junction Rural Fire District (Fire District). The actual services provided by the Fire District are pursuant to a contract between the Fire District and the City, acting through its Fire Department.

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On and after the annexation date, the City will provide to the District the same fire protection services as are provided in other areas of the City, subject to the ongoing direction and control of the City Council and the City Manager. The existing Fire District mill levy will be replaced by the City's mill levy. There will be no difference in services received by the residents of the District following annexation.

2. Listed on Exhibit District Parks

are the various parks, park facilities, open spaces, and pedestrian, jogging, and other trails owned by the District, hereafter referred to as the District parks and trails. On and after the annexation date, the City will own, operate, and maintain the District parks and trails on the same terms and conditions, and up to the same standards and level of service, as the City owns, operates, and maintains similar parks, trails, and facilities in other areas of the City. The open space identified on Exhibit Open Space will not be maintained but rather will be left in the existing natural state. For five years after the annexation date, reductions in services, operation, or maintenance of the District parks and trails shall be only in connection with system-wide reductions which treat the District's paths and trails equitably with the other parks, trails and facilities owned or operated by the City. Thereafter, any such reduction(s) shall only be made following a public hearing held by the City Council.

3. Works The City's Public Works Department

presently operates and maintains the City waterworks, sewer plant and facilities, roads, and other City infrastructure. On and after the annexation date, those facilities and functions will be made available to the District's residents by the City, on the same basis and for the same rates and charges as they are made available to other similarly situated City residents. These facilities and functions include, without limitation, the following, recognizing that there are significant deficiencies in the existing infrastructure of the District. The City is not obligated to improve or upgrade any existing facility, street, road, drainage improvement or other structure, except as is explicitly set forth herein.

a. The District's residents currently

receive domestic water pursuant to a contract with the Ute Water Conservancy District (the Ute Contract). The Ute Contract will remain in effect pursuant to its terms after the annexation date. On and after the annexation date, the City will continue to bill for domestic water service, provide maintenance, and operate the system in accordance with the District's existing practice (so long as consistent with City practice(s) in the rest of the City), and the Ute Contract, in the name of the District. Revenues associated with the water system will not be separately maintained in the name of the District, but will be commingled and

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used with other funds of the City, as determined by the City Council and the City Manager. The Districts residents will be billed the in-City water rates rather than the rates currently paid.

b. The City currently operates the regional sewer plant pursuant to an agreement with Mesa County, which is a co-owner of the plant with the City, and the City currently provides sewer services to the Districts residents pursuant to a contract with the District. On and after the annexation date, the City will continue to provide Districts residents with sewer services on the same terms and conditions, and for the same rates and charges, as other City residents. Beginning the first day of the month following the annexation date, rates paid by the Districts residents will be reduced to the existing City rate of \$10.35 per EQU. Rates for City residents, including the Districts residents, will change over time in response to changing circumstances and as authorized by the City Council.

c. The District currently owns and operates an irrigation system, using nonpotable water, for the benefit of its residents. The facilities comprising the Districts irrigation system are listed on Exhibit District Irrigation. The City does not currently operate any similar irrigation systems in residential areas. However, on and after the annexation date, the City agrees that it will assume responsibility for operation, maintenance, and billing for the Districts irrigation system. The irrigation system will be operated by the City on a self-supporting enterprise fund basis, with the Districts residents paying the cost of operation. Rates and charges will be applied by the City to pay reasonable and customary operating, capital, and depreciation costs of the system. The City will handle the billing for the irrigation system services. The City agrees to operate the irrigation system for the lowest reasonable cost, consistent with sound maintenance and operation practices, and to maintain an adequate reserve for depreciation.

d. Collection The City operates solid waste collection services for City residents and, pursuant to ordinance, is the exclusive hauler for all residences of eight units or less. For residential structures consisting of more than eight units and commercial users, the owner presently has an option to be provided service by the City or by private hauler. Within six months after the annexation date, the City will provide the Districts residents with trash collection services on the same terms and conditions, and for the same rates and charges, as other City residents.

e. andRoads Within three years after the annexation date, the City will spend at least \$300,000 for reconstruction of and other capital improvements to the

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I, streets, roads, and drainage structures in the District. The City represents that except to the extent that such funds will come from the new debt financed pursuant to Paragraph 3.C., below, it obligates itself to appropriate the funds necessary to meet this commitment. To the extent that the Public Works Department hereafter determines that additional work is required and if the City Council approves the additional work in the course of a subsequent years budget, additional improvements may be made. Following the initial commitment of spending \$300,000, road, street, and drainage structure improvements in the District will be on an equal basis with other areas of the City. Work prioritization will be determined by the City Council. In addition, on and after the annexation date, all street, road and drainage structure maintenance and repairs in the District will be performed by the City, on an equal basis with other areas of the City. The cost of such maintenance and repairs shall not be included in the \$300,000 initial commitment for capital improvements, but shall be in addition to such commitment. For the purposes of this paragraph, capital means the installation or replacement of infrastructure as opposed to the ongoing regular repair and care of the infrastructure.

4. On and after the annexation date, police services provided by the City in the District will be the same as is provided in other areas of the City. The City does not assign particular officers to particular areas or neighborhoods, nor does the City operate particular routes for patrol. Therefore, it is not possible to define precisely the services that will be available. However, the City does agree that police services will be applied on an equitable basis in the District, depending on needs and circumstances.

5. Development Department and Zoning

a. On and after the annexation date, the residents of the District will have available to them the various services provided by the City's Community Development Department. The District lands will be incorporated into the ongoing planning efforts of the City. The District lands will be subject to the land use subdivision and zoning controls and benefits of the City. The zoning which will be applied to the District lands on the annexation date will be substantially identical to that currently in existence, subject to the final adoption by the City Council of a zoning ordinance. The existing District office and lands upon which it is constructed will be rezoned to a business or commercial use, provided that any such rezoning will be compatible with the residential character of the surrounding neighborhood as determined by the City Council. The City Council reserves the right to modify zoning of any lot or parcel within the District in accordance with state and local law. The City is not obligated to enforce existing covenants, such as architectural controls. Until

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the City determines otherwise, such covenants will be enforced by the Districts residents in accordance with the covenants.

b. The District presently operates and maintains a recreational vehicle (RV) parking area on lands owned by Dynamic Investments, Inc. On and after the annexation date, the City agrees to operate and maintain the RV parking area for as long as Dynamic Investments makes its land available for the RV parking area. If such lands are not made available for the RV parking area in the future, the City agrees to work with the residents of the District and any developers in the District to accommodate the needs of District residents for a RV storage area. The City further agrees that, in connection with the planning of future development in the District, and in connection with the approval of future development, if deemed reasonable and proper by the Council, it will require that the developer(s) provide RV storage facilities open for use by all residents of the District. If the City operates the RV storage area, it will do so as an enterprise activity whereby the users thereof will pay all of the costs of operating and maintaining the facility.

B. andSpecialAssessments

1.

a. On and after the annexation date, the Districts residents will be subject to the City Sales & Use Tax. Generally, there will be little difference to a resident of the District, assuming that at present retail purchases are already made at locations in the City. Major items which will, following annexation, be subject to the tax (which may not have been previously for District residents), include vehicles, large appliances, and building materials. On and after the annexation date, residents of the District will pay 2.75% of the purchase price of retail goods purchased, pursuant to the City Sales and Use Tax Ordinances.

b. With respect to real property taxation, the Citys ad valorem mill levy applicable to the District lands and improvements will not become effective until the January 1st following the annexation date. Thus, if the annexation date is in the Spring of 1992, the Citys property tax will be applicable as of January 1, 1993.

2. Assessments

Pursuant to the Citys Peoples Ordinance No.

33 and other state and local law, special assessments may be imposed for the construction of street, drainage, curb, gutter, sidewalk, and other improvements only pursuant to a petition signed by more than 50% of the owners of more than 50% of the r md

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lands to be benefitted. The City does not, at present, have the power to unilaterally impose either special assessments or special assessing districts on residents because of the limitations set forth in Peoples Ordinance No. 33. Unless and until City voters amend Peoples Ordinance No. 33, special assessments can only be initiated by the affected property owners.

C. Obligations

1. The District has two major categories of debt:

a. The first category of debt is an obligation in the face amount of \$1,943,891 to the Colorado Water Conservation Board (CWCB). The amounts due to CWCB are payable only out of the revenues of the operation of the Districts irrigation system, and are not general obligations of the District.

b. The second category of debt consists of three general obligation bonds which are identified on Exhibit District Bonds, attached hereto (the District bonds).

2. The debt of the District will be restructured as follows:

a. Prior to the effective date of this Plan and Agreement, the City and the District have negotiated with CWCB regarding the discharge of the CWCB loan upon payment of a negotiated lump sum. The parties hereto expect to obtain from CWCB a letter of intent, agreeing to accept a lump sum payment not to exceed \$500,000 to discharge all of the Districts obligations to CWCB. The parties agree to enter into this Plan and Agreement notwithstanding the fact that the amount of the CWCB obligation has not been determined. As soon as possible after the annexation date, the District shall pay to CWCB the lump sum payment discussed above to fully discharge its obligations to CWCB. To the fullest extent possible, such lump sum payment shall be paid from the cash and current assets of the District.

b. As soon as possible after the annexation date, the City will issue new debt, which will include (i) a refinancing of the District bonds, (ii) any amounts necessary to pay the settlement of the CWCB obligation, but only to the extent that such settlement can not be paid out of the cash and current assets of the District, and (iii) costs of issuance. In addition, the City has projected that, over a ten year period, beginning in the Spring of 1992, it will spend \$556,246.00 more for providing services and improvements within the District than it will receive from sales, use, and ad valorem taxes paid by District residents as a result of annexation. One half of that projected amount (\$278,123.00) will be added to the principal of the new debt, in addition to the amounts specified above and will be used to partially pay for the obligations agreed to by the City. This new debt will be issued in the name of the District, and it will be a
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general obligation of the District. The new debt will be issued for a twenty year term or the useful life of the assets financed, whichever is less, with an estimated ten year call provision. The debt will be issued at an approximate rate of 7.5%, but with an average rate not to exceed 8.25% subject, of course, to market conditions then prevailing. The City agrees that it will diligently and prudently refinance the existing debt of the District to achieve the most savings for the residents of the District. The new debt will not be a general obligation of the City, nor will it otherwise be secured by the assets or revenues of the City, provided however, that the debt may be additionally secured by a subordinate pledge of City sales tax revenues, if such additional pledge is determined to be fiscally prudent by the City. c. The District will continue in existence after the annexation date to the extent necessary to adequately provide for the payment of its financial obligations and outstanding bonds (including the new debt issued pursuant to this paragraph 3.C.), and will only be dissolved after payment of such obligations and bonds. Each year until the District is dissolved, the District shall, pursuant to the Special District Act, Sections J21101 sea. C.R.S., or other applicable law, determine the amount of money necessary to be raised by taxation to pay the amounts due on the financial obligations and bonds of the District, taking into account the other funds available as provided in this Plan and Agreement, and fix and certify the levies necessary to raise such amount.

D. of the District

1. The real property of the District is described on Exhibit District Real Property, and is hereafter called the District real property. The District's personal property is described on Exhibit District Personal Property, and is hereafter called the District personal property. The District's water rights are described on Exhibit District Water Rights, and are hereafter called the District water rights. Within ten days after the annexation date, the District real property, personal property, and water rights will be transferred to the City, by appropriate deeds and bills of sale. The City shall be responsible for preparing all necessary deeds, bills of sale and other documents required by law to transfer the District's property to it, and shall bear all recording and other costs incurred with respect to such transfer.

2. Immediately after the annexation date, the City shall obtain an appraisal to be paid for by the District of the value of the District's office building and land upon which the office building is located. The City shall thereafter use its best efforts to sell the office building and land upon which it is located as soon as possible thereafter for the best price it can

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obtain in a reasonable period of time, provided, however, that the gross sale price shall not be for less than 85% of the appraised value.

3. Forthwith after the annexation date, the City shall also use its best efforts to sell, for the best sale prices it can obtain in a reasonable period of time, all of the rest of the District real property and District personal property that the City determines is not and will not be needed by the City to meet its obligations to the District and its residents under this Plan and Agreement. Real property assets shall be appraised prior to sale, and the gross sale price for real property shall not be less than 85% of appraised value. No appraisals shall be required for personal property which is sold. After this initial surplus real and personal property is sold, the City shall, from time to time until the Districts bonded indebtedness is paid off, examine the remaining District real and personal property to determine whether any additional real or personal property is not needed by the City to meet its obligations hereunder, or to provide services to City residents, and any such unneeded property shall be sold by the City for the best sale prices it can obtain.

4. The District water rights will continue to be used by the City to supply irrigation water to the Districts residents. The City may sell any of the District water rights that are not needed, and will not in the future be needed, to supply irrigation water to the residents of the District. In determining whether the water rights are or will be needed, the City shall consider the amount of irrigation water that will be needed if the District lands are fully developed. City reserves the right to substitute other water or water rights so long as the supply of water to the District residents is not diminished.

5. All of the net proceeds from the sale of the District real property, personal property, and water rights pursuant to the provisions of this Paragraph D. shall be applied by the City in the manner specified in Paragraph 3.F., below.

E. and Standby Fees

1. As of November 15, 1991, the District had cash on hand of approximately \$752,400.00. The parties agree that between the effective date of this Plan and Agreement and the annexation date, the District will be prudent and conservative in its expenditures. On the annexation date, the City and the District will apply the cash of the District as follows:

a. All current debts and obligations of the District, the settlement with CWCB, and all obligations of the District to its employees for salaries and benefits, shall be paid immediately after the annexation date.

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b. All amounts needed to perform any outstanding contracts of the District shall be commingled with other funds. The City shall perform the Districts contractual obligations.

c. All cash not needed for the purposes stated in Subparagraphs 1.a. and 1.b., above, shall be applied by the City in the manner specified in Paragraph 3.F., below.

d. The District agrees to take the necessary actions under the Local Government Law of Colorado to make the necessary budgetary transfers to allow the Districts cash to be paid in accordance with the provisions of this Paragraph E.1.

2. fees Pursuant to District Resolution and applicable statutes, the District assesses standby fees against certain of the District lands. As of October 31, 1991, there remains approximately \$181,396.00 in uncollected standby fees. The City agrees to take such steps as are consistent with good municipal and governmental practice to collect those standby fees and, to the extent that any standby fees are collected, the City agrees to apply the net collections in the manner specified in Paragraph J.F., below. Effective on the January 1st after the annexation date, future standby fees will be abolished.

F. of Assets and Taxes to Pay Debt All of the net proceeds from the sale of the District real property, personal property, and water rights pursuant to the provisions of Paragraph 3.D., all excess cash and net collections of standby fees pursuant to Paragraph 3.E., and the net proceeds from the sale of other assets pursuant to Paragraph 3.K.4., shall be applied by the City as follows:

1. Prior to the issuance of new debt pursuant to Paragraph 3.C.2.b., to reduce the principal amount of the new debt to be issued; or

2. Subsequent to the issuance of such new debt, to the reduction of principal and interest on the new debt, or, to the reduction of subsequent ad valorem taxation.

Until such payments are made, the net proceeds shall be held in a Bond Fund or similar account bearing interest at prevailing market rates, and any interest earned shall also be applied to the payments due. In addition, all money raised by taxation of the taxable property in the District, pursuant to the provisions of the Special District Act, C.R.S. 321101 and other application law, shall be applied to retire the Districts bonded indebtedness. As used in this paragraph, net proceeds means the gross sale price of the property minus the reasonable costs of sale, including the costs of appraisal(s).

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C. of the District The contracts to which the District is a party are listed on Exhibit District Contracts, and are hereafter referred to as the District contracts. Copies of all of the District contracts have been provided to the City by the District. These contracts shall not be assigned to the City, but shall remain in the name of the District. However, the City agrees that the City Council, acting as the Board of Directors of the District, shall cause the District to fully perform all of the Districts obligations under the District contracts. The City, on behalf of the District, may terminate any of the District contracts pursuant to the terms of those contracts.

H. of the District

1. The City will offer employment to the following District employee who is employed by the District on the effective date of this Plan and Agreement: Leonard N. Speakman. This employee meets the minimum City qualifications. The City will offer this employee a position similar to the position he now holds with the District, with a starting date of the annexation date. As a City employee, he will be subject to the Citys personnel policies and will receive benefits as do other classified employees of the City. The job classification and pay of such employees within the City system will be in accordance with the duties and responsibilities assigned, but in any case will be essentially equivalent to the duties and pay he currently receives as an employee of the District. Said employee shall be treated as having been terminated in the District and as a new employee by the City.

2. The employment of all of the Districts employees will be terminated on the annexation date. Benefits will be paid to these employees in accordance with the policies adopted by the Board, a copy of which is attached hereto as Exhibit District Benefits.

I. LeccrallLiabilitiesoftheDistrict The District represents that as of the date it approved this Plan and Agreement, no notices of claim had been filed against the District or any of its employees under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 sea The City will cause an independent audit of the Districts books, finances, and affairs to be performed at the Districts expense once the Districts electors have approved this Plan and Agreement in order to be certain that the fiscal and other assumptions are valid.

J. of the District The elected Board of Directors will continue in office and will manage the affairs of the District, consistent with the terms of this Plan and Agreement, until the annexation date. On and after the annexation

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date, the District will continue in existence for the sole purpose of the payment of its outstanding financial obligations and to continue with such contracts as the City deems appropriate, with the City Council serving as the board of directors of the District pursuant to C.R.S. 32-1707, and it will be dissolved when its outstanding financial obligations are fully satisfied. On and after the annexation date, the District shall take no actions nor shall it incur any debts or other obligations except those actions, obligations, or debts required to comply with this Plan and Agreement, with applicable law, and with any appropriate orders entered by the District Court in the dissolution action.

K.

1. Taxes, standby fees and other debt and obligations owed to the District as of the annexation date will not be affected by this Plan and Agreement, the filing of a petition for dissolution by the District, the entry of a dissolution order by the District Court, the approval of this Plan and Agreement by the Districts electors, or the annexation of the District lands by the City.

2. The City will provide errors and omissions and general liability coverage for the District on and after the annexation date, on the same basis and subject to the same conditions, exclusions, and terms provided by the City's insurance, which presently is offered through the Colorado Intergovernmental Risk Sharing Agency.

3. For the purposes of this paragraph only, the parties agree that this Plan and Agreement is entered into not only for the benefit of the City and the District, but also for the benefit of the present and future residents of the District. Accordingly, the parties agree that the City's duties and obligations under this Plan and Agreement may be enforced by any person who is an elector of the District at the time such enforcement action is commenced, provided such enforcement action is commenced within the following time limits:

(a) At any time prior to the final dissolution of the District, as provided in Paragraph 3.J., above, with respect to an action commenced to enforce the provisions of Paragraphs 3.A.3.c, 3.A.5.b, 3.C., 3.D., 3.E., 3.F., 3.J., 3.K.2., and/or 3.K.4.

(b) At any time within five years after the annexation date, with respect to any obligations or duties of the City under this Plan and Agreement other than those listed in the preceding paragraph.

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4. If the District should obtain or receive any property, cash, or other assets after the annexation date from any source whatsoever, other than those identified in this Plan and Agreement, the District shall convey such assets to the City. The City shall sell any such assets which are not needed to comply with its obligations under this Plan and Agreement, and shall hold and apply the net proceeds and any cash received in the manner provided in Paragraph 3.F., above.

5. Prior to any dissolution election ordered by the District Court in the dissolution action, this Plan and Agreement can be amended by the mutual agreement of the Board and the City Council. After the holding of a dissolution election, this Plan and Agreement can only be amended with the approval of the City Council and with the approval of the District Court judge in the dissolution proceeding, after a hearing held with notice to the residents of the District given in such manner as the judge deems appropriate.

6. Any bonds, filing fees, or other fees required by statute or ordinance to be deposited or paid in connection with the dissolution or annexation of the District shall be deposited or paid by the City.

7. Nothing in this Plan and Agreement shall be construed to mean that the City Council must continue the levels and types of services to the residents of the District in the identical manner and to the identical extent as is presently provided or as is provided for herein. Notwithstanding the provisions of this agreement, after dissolution, the City will provide the residents of the District the same municipal services on the same general terms and conditions as residents in the rest of the City receive.

8. The effective date of this Plan and Agreement shall be the later of the date this Plan and Agreement is approved by the Board or by the City Council.

This Plan and Agreement shall be binding upon the parties as of the effective date, provided, however, that this Plan and Agreement shall be void and of no force and effect, and the dissolution action shall be dismissed, upon the occurrence of any of the following:

a. The District Court dismisses the petition for dissolution filed in the dissolution action or otherwise does not order a dissolution election;

b. The Districts electors do not approve the dissolution of the District in accordance with the Plan and Agreement at an election called for such purpose;

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C. The City Council does not adopt an ordinance annexing the District lands on the terms and conditions set forth in this Plan and Agreement; or

d. The ordinance annexing the District lands is voided by final judgment of a court with jurisdiction after judicial review of the annexation ordinance.

Any approval of this Plan and Agreement by the Districts electors at an election called for such purpose shall be subject to the above conditions. Any dissolution order entered by the District Court pursuant to Section 32-1-707, C.R.S., may contain provisions which specify that the District will not be dissolved if any of the above conditions occur, and allowing the Court to dismiss the dissolution action if any of the above conditions occur.

9. The District and the City agree to execute such additional documents, and take such additional actions, as may be necessary to fulfill the intent and purposes of this Plan and Agreement.

Approved this ___ day of 199__, by the Board of Directors of the Ridges Metropolitan District.
K-;

President of the Board

Approved this ___ day 4AZ 199 I..., by the City Council of the City of Grand Junction.

President of the Council

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**Attach W-3
Strategic Plan Update**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject		Strategic Plan Update				
Meeting Date		17 July 2006				
Date Prepared		13 July 2006				
Author		David Varley		Interim City Manager		
Presenter Name		David Varley		Interim City Manager		
Report results back to Council		<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Yes	When
Citizen Presentation		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name
<input checked="" type="checkbox"/>	Workshop	<input type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent
					<input type="checkbox"/>	Individual Consideration

Summary:

City Council discussion of the next Strategic Plan Update

Budget:

Depends on the process to be chosen. (The 2006 budget contains funds earmarked for this update.)

Action Requested/Recommendation:

City Council discussion of the process to be followed for the 2007/8 update of the Strategic Plan and direction to staff so they can prepare for this update.

Attachments:

- 1) Memo concerning process to update the Strategic Plan: **Page 2**
- 2) Proposal for Plan Update by KezziahWatkins: **Page 4**
- 3) Telephone survey used for the first two Strategic Plans: **Page 9**
- 4) List of Valley Vision 2020 Committee Members: **Page 15**
- 5) Grand Valley Vision 20/20 Statement: **Page16**
- 6) Grand Valley Vision 20/20 Executive Summary **Page 17**

Background Information:

City Council adopted its first Strategic Plan in January 2002. The Plan was designed to be reviewed and updated every two. To keep on schedule we need to begin work on the 2007/8 Plan very soon. The attached information is for Council discussion in order to decide on the process to follow for this Plan Update. (We have included quite a bit of material which looks a little overwhelming but we think it will the discussion to have some information from the Vision 20/20 Plan as it was discussed at the May workshop.)

TO: MAYOR AND CITY COUNCIL
FROM: David Varley, Interim City Manager
DATE: 13 July 2006
SUBJECT: Strategic Plan Update for 2007/8

For the past several years the City has started work on the update to its Strategic Plan around this time of year. In order to help facilitate the next update process Council received a report in March that detailed the progress of all of the Objectives in the current Strategic Plan. Many of the Objectives have been completed while others are still in the process of being completed or are ongoing in nature. Also, Council discussed how to proceed with the next update at their workshop meeting on 01 May 2006.

When developing the first Plan we reviewed more than thirteen strategic-type plans from various governments and/or agencies in the Valley. The purpose was to identify consistent themes in these plans in order to focus on the critical issues facing the Grand Valley. At the beginning of the Plan we also stated that the Plan was intended to build on, but not be limited by, the broad Grand Valley Vision 20/20 Plan. We also made it clear that the overriding commitment in the Plan was the City's continued support of the strong services and programs residents expect from the City and the superior service standards the City expects of itself.

The first Strategic Plan was developed during 2001 and adopted by City Council in January 2002. The second installment of the Strategic Plan was developed during 2004 and adopted by Council in January 2005. The development of the original Plan resulted in six "Solution Areas" which cover a range of priority topics to be addressed during the life of the Plan.

Both the initial development of the Plan and the subsequent update followed a similar process. This process included discussion of the six Solution Areas and the subsequent objectives, a statistically valid citizen telephone survey to measure citizen priorities, eight neighborhood meetings to discuss the Plan with our citizens, a televised presentation of the plan, adoption of the Plan by Council Resolution and publication of the Plan in a handy booklet size. The Plan was also posted on the internet.

To stay fairly close to our previous Plan schedules Council discussed the Plan and the update process at the May workshop. Several suggestions were made about how to proceed with the Plan and how it might be changed and improved. There was general consensus that it is time to make a few changes to the process and to the Plan itself. Council also discussed the idea of making the Plan more focused and more tightly defined. One idea was to develop the top three to four priorities under each Solution Area and focus on these during the next two year cycle.

Another suggestion was to make the Plan more "open ended" and more similar to a mini Vision 20/20 Plan. It was also suggested that the Vision be presented to our citizens in order to get their input at an earlier stage in the process and to make sure we were

actually reflecting the desires/vision of the community. The idea was to try and get the community's vision for the future of the City and the surrounding valley. Another suggestion was to reconvene the original Vision 20/20 Committee and ask for their help and input.

After the Council discussion at the May workshop, staff contacted two other/different consultants to see if they were interested and willing to submit a proposed plan or scope of work. We also discussed suggested Plan and process changes with the consultant we used for the first two Plans which is the firm of KezziahWatkins.

One of the consultants (Four Corners Management Systems) submitted a proposal but it is geared more toward facilitation and team building. Staff recommends that this firm be considered for a future team building process instead of helping with the Strategic Plan Update. Their proposal discusses issues such as organizational cultures, organizational culture and change management, board/council governance and dynamics, decision making, the role of board or council members and other topics that could be very useful for a Council retreat or team building session.

The other firm we contacted has a different focus or expertise and does not appear to be interested in this type of work right now.

KezziahWatkins submitted a proposal and staff suggests that Council review this proposal, make any desired changes or modifications to the proposal and then engage this firm to help us with this current update. We believe that this firm can make the desired changes to the process for this update and address the issues raised by Council. We also think there is some value in continuity by using the same firm that we have used before. They have a good background with our plan, they have reviewed numerous other plans from Grand Valley organizations and they are very receptive to making changes to the process so it won't be exactly the same as it was for the first two Plans.

When staff discussed this with KezziahWatkins we emphasized the suggestions offered by Council at the May workshop and their proposal reflects these suggestions. As you review their proposal you will see the changes that have been made and staff will review these at the workshop on Monday night. Two of the main changes include involving the original Vision 20/20 team and using community roundtables or focus groups to better gauge our citizens' vision for the future of our community.

The highlighted areas in the proposal are some of the issues that require additional scrutiny, discussion and direction. Also, to help us review the original 20/20 Plan we have included its Summary Statement ([Page 16](#)) and its Executive Summary ([Page 17](#)).



City of Grand Junction Strategic Plan Update

Proposed Scope of Work and Services

Background and Purpose

The City of Grand Junction currently operates with the guidance of a 10-year Strategic Plan created and adopted in 2002 and consistently monitored and updated since then.

The initial 2002 plan was crafted through a comprehensive process that included:

- An initial scan of all current relevant planning documents, including those internal to the City organization as well as those from Mesa County and other community agencies, and including the then-recent “A Community Vision for the Year 2020”;
- The development of a clear Statement of Mission and the incorporation of values developed by City employees;
- A baseline of citizen perceptions about City issues and services established through a statistically representative random sample telephone survey;
- The identification and examination of critical issues facing the City and region;
- Envisioning the resolution of those issues by establishing six long-range Solution Areas;
- The development of shorter-term Goals and Objectives to ensure progress toward each Solution.

It’s time now for a fresh look as the City undertakes the next two-year Update to the Strategic Plan, building on the original data and work of the Council / Administrative Staff Strategic Plan Team.



Proposed Approach

Building on our prior work with the City of Grand Junction, KezziahWatkins welcomes the opportunity to propose a course of action that is designed to produce a Plan Update that is both highly focused on City priorities and reflective of community beliefs. There are five basic components to our recommended approach:

1. Because fundamental ideals are unlikely to change over the course of 10 years, we recommend that the **Statement of Mission and related Values continue** to serve as guiding principles for the Plan Update;
2. **To check assumptions about the City's role in achieving the 2020 Vision for the Valley**, it will be important to engage the community in discussion about the future, the issues they see as critical to that future, particularly as they pertain to the City organization, and the constructive role they expect the City to play in resolving those issues - ranging from service provision to policy leadership to partnering with appropriate community agencies. In addition, it will be important to **test the existing Plan's Solution Areas** with Grand Junction residents, particularly in light of the results of these community discussions;
3. There is an opportunity to track any changes in residents' perceptions and attitudes through an update of the original baseline random **sample telephone survey**. While KezziahWatkins does not consider it an essential element of this Plan Update, and possible to postpone until the next formal Update, it could be helpful in providing additional trending data, if the budget allows;
4. In developing its initial plan in 2002, the City deliberately chose a strategic, rather than an operational plan, meaning that the Plan's focus is on policy initiatives rather than on day-to-day ongoing services. KezziahWatkins recommends that the Plan and its Update be evaluated to make sure that any **initiatives that have now become "operational" can move to direct implementation and no longer need to be included as policy initiatives**. The result will be a Plan that is streamlined and focused, making tracking progress easier to accomplish.
5. The Update project schedule needs to allow sufficient time for every member of the Strategic Plan Team to review and reflect on proposed revisions. KezziahWatkins will design **Team work sessions** to ensure that all proposed Plan revisions will include review, discussion and agreement by the full Team before any Plan revision is made.

Proposed Process Steps and Schedule

Alternating between internal Plan development with the Strategic Plan Team, composed of members of Council and the Administrative Staff, and outreach to the community, KezziahWatkins recommends the following process steps:

Step One - Planning

June, 2006

1. A meeting between the Grand Junction City Council and the **Valley Vision 2020** Committee (**member list on page 15**) to provide a progress report on the City's current Strategic Plan and its process to develop a 2006 Plan Update.

2. An initial meeting with KezziahWatkins and the Strategic Plan Team to:
 - review / revise / confirm the proposed Plan Update intent, time frame, and process steps and schedule;
 - **decide whether to include** an update of the random sample telephone survey;
 - confirm the scope of the Plan document, focusing on whether to include ongoing **operational goals and objectives** or whether to limit it to **policy initiative goals and objectives only**;
 - **suggest resources for the steps to follow**, including optimum venues and participants for the Community Roundtables (description follows);
 - review / revise / confirm discussion topics for the Community Roundtables;
 - review / suggest **revisions to the 2004 survey** instrument, if the decision is to proceed with the telephone survey.

Step Two - Community Research

July -

August, 2006

1. Community Roundtables

A series of **eight focus groups** to be held in diverse geographic locations encouraging a mix of participants by age, gender and interest. The purpose of these groups is to probe in greater depth residents' attitudes and beliefs about the future of the Valley and the City of Grand Junction in particular, emphasizing the City organization's role in achieving the desired future. Focus groups are reliable indicators of perceptions and beliefs held by a larger population. KezziahWatkins highly recommends focus group research as an invaluable tool in providing residents' insight and direction as the Strategic Plan Team crafts the 2006 Plan Update.

2. Random Sample Telephone **Survey** (*optional*) (**Page 9**)

An update of the random sample telephone baseline survey conducted in 2002 and again in 2004 would allow the Strategic Plan Team to identify and track trends in citizens' concerns and attitudes over time. While survey methodology does not allow the give-and-take of a focus group discussion, it could provide additional data for the City. Alternatively, it's possible to delay a survey update until the next formal Plan Update, likely to occur in 2008.

Step Three - Plan Update Development

August - November, 2006

1. **Strategic Plan Team Working Sessions**

The Strategic Plan Team will meet at a series of consultant-facilitated sessions to:

- review the results of the roundtables and the survey (if the survey is conducted); and
- integrate the community's priorities into the Strategic Plan Update, beginning with the broad Solution Areas, then moving to Goals and Objectives.

2. **Neighborhood Meetings**

The traditional late summer / early fall neighborhood meetings will be scheduled to allow members of Council and senior staff to attend, addressing concerns particular to each neighborhood as well as reviewing the Plan Update's Solution Areas and Goals, asking for residents' responses.

3. A Review and Analysis of Plan Scope

KezziahWatkins will develop and review a draft Plan Update, recommending appropriate consolidation or division of the Plan document so that it is both focused and manageable. Recommended revisions will be forwarded to the Strategic Plan Team for consideration prior to a working session at which they will be reviewed and revised as needed.

4. Final Discussion / Revision / Confirmation of Plan Update

One to two facilitated sessions with the Strategic Plan Team will be held to **consider revisions to the draft Plan Update**, taking into account responses from the neighborhood meetings and any other community contacts as well as careful consideration of the views of City Council members before the Strategic Plan Team makes decisions about final Plan revisions.

Step Four - Plan Adoption

December, 2006

Council will formally adopt the Strategic Plan Update as a matter of business, as appropriate.

Scope of Services

- Preparation of all Strategic Plan Team session agendas and materials
- Facilitation of all Team sessions
- Documentation of Plan decisions from all Team sessions
- Assistance with recruitment of Community Roundtable participants
- Development of the Roundtable discussion guide and facilitation and documentation of eight Roundtable sessions
- Preparation of a comprehensive and summary report of the Roundtable discussions
- Preparation of an agenda and response form for neighborhood cluster meetings
- Preparation of an digital version of the draft Plan
- Preparation of an digital version of the final Plan document
- *(Optional)* Oversight of the work of a professional telephone survey firm as a subcontractor to conduct a random sample telephone survey and prepare a comprehensive report of survey findings

Fees and Costs

Step One - Planning
\$ 2,100

Step Two - Community Research
16,700

(without telephone survey) \$

telephone survey) \$ 25,900

(with

Step Three - Plan Update Development
\$ 11,000

telephone survey) \$ 29,800

Total (without

survey) \$ 39,000

Total (with telephone

Thank you for the opportunity to submit this proposal.

Telephone Survey: City of Grand Junction – Strategic Plan 2005-2006
Draft 4 - July 28 - Final

Hello. I'm _____ from Dan Jones & Associates, an independent public opinion research firm. We are conducting an opinion survey for the City of Grand Junction. The purpose of the research is to get resident's ideas about the future of their community. May I speak with someone age 18 or older?

1. What is your zip code? (*CHECK ZIP CODE*)

- 1 81501 (49%)
- 2 81503 (Orchard Mesa / Redlands / Riverside) (18%)
- 3 81504 (2%)
- 4 81505 (10%)
- 5 81506 (21%)

2. How would you rate Grand Junction as a place to live?

- 1 Excellent
- 2 Very good
- 3 Good
- 4 Only fair
- 5 Poor
- 6 Don't know

3. Why do you rate Grand Junction that way?

4. What do you like most about living in Grand Junction?

5. And, what do you like least about living in Grand Junction?

6. What would you consider to be the most important issue facing Grand Junction today?

7. What other important issues are facing Grand Junction?

Please tell me how concerned you are about each of the following issues in Grand Junction... using a 1-7 scale, with one meaning "not at all concerned" and seven meaning "very concerned."

Not at all

Very Don't

	<u>concerned</u>					<u>concerned</u>		
<u>know</u>	<u>(VOL)</u>							
*8. neighborhoods in general:	1	2	3	4	5	6	7	8
*9. neighborhood parks:	1	2	3	4	5	6	7	8
10. population growth:	1	2	3	4	5	6	7	8
11. air quality:	1	2	3	4	5	6	7	8
12. a safe healthy environment for youth:	1	2	3	4	5	6	7	8
13. a small town atmosphere:	1	2	3	4	5	6	7	8
14. the local economy:	1	2	3	4	5	6	7	8
*15. open-spaces:	1	2	3	4	5	6	7	8
*16. agricultural lands:	1	2	3	4	5	6	7	8
17. the transportation system:	1	2	3	4	5	6	7	8
18. affordable housing:	1	2	3	4	5	6	7	8
19. physical appearance of Grand Junction:	1	2	3	4	5	6	7	8
*20. culture and arts:	1	2	3	4	5	6	7	8
21. the transient population in Grand Junction:	1	2	3	4	5	6	7	8

Now, a few questions about some specific subjects...

22. How would you describe the "ideal" neighborhood - that is - what things would make it good?

(YOUTH)

23. The City of Grand Junction has recently formed a Youth Council. What activities, issues, or projects would you like to see them working on?

24. Would you like to see more youth programs or activities implemented in Grand Junction?

- 1 Definitely
- 2 Probably
- 3 Neutral / don't care either way
- 4 Probably not
- 5 Definitely not
- 6 Don't know (VOL)

25. IF YES, What would you like to see implemented?

(BALANCING GROWTH/HERITAGE)

26. In your opinion, does Grand Junction have a small town feel?

- 1 Definitely
- 2 Probably
- 3 Neutral / don't care either way
- 4 Probably not
- 5 Definitely not
- 6 Don't know (VOL)

27. IF DEFINITELY / PROBABLY: What kinds of things give it that feel?

28. IF DEFINITELY NOT/ PROBABLY NOT: What kinds of things detract from it?

29. As Grand Junction grows it will be increasingly difficult to maintain a small-town feel and character. How important is it to you that Grand Junction have that small-town character?

- 1 Very important
- 2 Somewhat important
- 3 Not very important
- 4 Not at all important
- 5 Don't know (VOL)

(ECONOMY)

Now a couple of question about business and economy in Grand Junction...

30. How would you rate the overall economy of Grand Junction? Would you say it is...?

- 1 Excellent
- 2 Good
- 3 Fair
- 4 Poor
- 5 Don't know (VOL)

31. In your opinion, should the City of Grand Junction work to promote better paying jobs in Grand Junction?

- 1 Definitely
- 2 Probably
- 3 Probably not
- 4 Definitely not
- 5 Don't know (VOL)

(TRANSPORTATION)

Now a few questions about transportation issues...

32. What concerns you the most about transportation in Grand Junction?

How would you rate Grand Junction on the following:

	<u>Poor</u>	<u>Fair</u>	<u>Good</u>	<u>Excellent</u>	<u>Don't know</u>
33. Pedestrian system (sidewalks & walking paths):		1	2	3	4
34. Bus system:	1	2	3	4	5
35. Bicycle system:	1	2	3	4	5

36. Overall, how satisfied are you with the road system in Grand Junction?

- 1 Very satisfied
- 2 Somewhat satisfied
- 3 Not very satisfied
- 4 Not at all satisfied
- 5 Don't know (VOL)

37. What specific things could the City do to improve transportation for the future?

(HOUSING)

The next couple of questions are about housing in Grand Junction...

38. In your opinion, is there adequate affordable housing in Grand Junction?

- 1 Definitely
- 2 Probably
- 3 Probably not
- 4 Definitely not
- 5 Don't know (VOL)

39. Should the City of Grand Junction work to promote affordable housing for the citizens of Grand Junction?

- 1 Yes
- 2 No
- 3 Don't know (VOL)

40. Should the City of Grand Junction develop programs to assist it's neighborhoods?

- 1 Definitely
- 2 Probably
- 3 Neutral / don't care either way
- 4 Probably not
- 5 Definitely not
- 6 Don't know (VOL)

41. IF DEFINITELY / PROBABLY: What types of programs should be developed?

(BEAUTIFUL CITY)

42. Grand Junction has grown substantially over the past 10 years. Overall, would you say you are satisfied or dissatisfied with the aesthetic appearance of the City?

- 1 Very satisfied
- 2 Somewhat satisfied
- 3 Somewhat dissatisfied
- 4 Very dissatisfied
- 5 Don't know (VOL)

43. What things do you feel could be done to improve the appearance of the city – what would make it a more beautiful city?

Now, some questions that will help us analyze the data...

44. Gender: (DO NOT ASK)

- 1 Male
- 2 Female

45. Into which of the following age categories do you fit?

- 1 18-24 (12%)
- 2 25-34 (15%)
- 3 35-44 (19%)
- 4 45-54 (18%)
- 5 55-64 (12%)
- 6 65-74 (11%)
- 7 75 or over (13%)
- 8 Refuse (VOL)

46. How long have you lived in Grand Junction?

- 1 Less than 2 years
- 2 3-5 years
- 3 6-10 years
- 4 11-20 years
- 5 21 or more years
- 6 Refuse (VOL)

47. Are there children under 18 years living in this household?

- 1 Yes
- 2 No
- 3 Don't know (VOL)

48. Do you have children or grandchildren in the following age categories living in Grand Junction?

	<u>YES</u>	<u>NO</u>
Under 5	1	2
6-12	1	2
13-18	1	2

Thank you for taking the time to answer our questions.

VISION 20/20 STEERING COMMITTEE MEMBERS

Name	Business
Robert Bray	Bray & Company
Brian Mahoney	Moody-Valley Ins.
Sally Schaefer	Hilltop
Rebecca Frank	
Bill Petty	Wells Fargo
Rich Baca	Mesa State College
David Ahuero	
Dan Prinster	St. Mary's Hospital
Steve Meyer	Shaw Construction
Mike Gallagher	Mesa State College
Lyle Baldwin	City of Fruita
Jeannine Opsal	Palisade
STAFF	
Elizabeth Rowan	Mesa County
David Varley	City of Grand Junction

Grand Valley Vision 20/20 Statement

It is the year 2020 and the Grand Valley is a distinctive geographic area with a sustainable unity of the physical, social, and economic environments. Agriculture is flourishing due to honoring the natural wealth of the landscape within which the valley, its discrete communities, and wildlife thrive. Innovative talents, born out of the historic roots of isolation have fostered and developed an atmosphere where civic entrepreneurs are thriving. The economy is diversified and self-sufficient, architecturally unique villages with parks and other friendly areas necessary for healthy living dot the landscape. Today people make a living wage and salary thereby providing time and resources for the continued enrichment of life for individuals, families, elderly and minorities. Civic stewardship based on strong, healthy neighborhoods, where citizens generate their energy, has produced a livable environment no longer dependent on cars as a sole source for moving people, with foot and bike trails from Palisade to Fruita (the rule still applies that people can travel to anyplace in the valley within 15 minutes).

The valley's current state of health is evidenced by the following: What was Mesa State College is now a University and is nationally recognized for its cutting edge curriculums, events center, and research activities. The University acts as a magnet for attracting intellectual capital, that in turn generates new opportunities for diversified prosperity compatible with, and improving upon, our natural and human landscape. Health care delivery including affordability and accessibility is recognized as a model for the nation. Medical research centers in collaboration with Mesa State University and other international health science centers, attract top professionals and practitioners to the Valley. The riverfronts are beautiful and accessible, providing continuity and integration with the flourishing downtowns where historic districts, buildings and gathering places provide a wonderful variety and elegance for the enjoyment and interaction of our residents and visitors. Equitable access to government and institutions has been insured with the various governments, individually and cooperatively, facilitating citizen partnerships to resolve issues, run projects and create programs, producing citizen ownership in governance, reducing the need to govern through regulations.

The Grand Valley commits to carry on this journey to "grow our own" future that has guided us to this long-term stability of our people and individual communities. We will continue to be a valley of spiritual strength, as evidenced by the number of churches and our inspirational setting. We who are here and those who will join us can be assured that the Grand Valley will persist in building a future of promise, caring, and opportunity for ourselves, our children, and our grandchildren. We are an example to communities around the world who look for inspiration to ensure that their environments are in productive harmony with the natural riches that sustain us.

EXECUTIVE SUMMARY

Major Findings from the Fieldwork

Centrally located between Denver and Salt Lake City, Grand Valley's growth was shaped by its geographic isolation. The early settlers created and grew their own institutions and gave birth to a set of strengths that are embedded in the fabric of the Valley's culture to this day. Three major strengths of the people are as follows:

Resilience: The ability of citizens to recover their strengths, spirits, and good humor quickly after the boom and bust of wild card economies is the best evidence of Grand Valley's resilience.

Self-Sufficiency: The settlers of the Grand Valley had to make do with whatever resources the Grand Valley had to offer them in order to survive and progress.

Caretaking: A natural and organic function of a healthy community is its members' ability to care for one another. This has been a historically great strength of the people of the Grand Valley mainly due to its geographic isolation and intimacy of place. JKA team members found that caretaking remains a strong asset in the present-day Grand Valley.

Three major strengths of the community are as follows:

Absorption: Absorption is the ability of individuals and the community to incorporate changes and impacts in a manner that does not result in the disruption of the natural social system. New services and industries coming into town can be brought into alignment with the strengths of the community, and, therefore, are absorbed into the culture.

Adaptability: Adaptability is the community's ability to diversify, incorporate and respond to shifts and changes in its external environment in order to survive and remain healthy. By being adaptive, changes that strengthen the existing community are accommodated while potential disruptive elements are rejected.

Stabilization: Stabilization is the dynamic process in which a community has the capacity to maintain a physical, social and economic balance in a manner consistent with its underlying culture.

EXECUTIVE SUMMARY (cont.)

Major Recommendations for Achieving the Vision

Five key strategies are discussed in Part Two. Briefly summarized, they are ...

Honor Civic Protocols: A civic protocol is the respect people assign to the geographic area within which they live or the courtesies of precedence that people assign within their culture. Hence, respecting cultural values is a function of civic protocol. A protocol is “place-based” and is created and owned by the people of that place. Civic protocols are often violated when people unfamiliar with the local culture view this culture from their perspective and self-benefit rather than from the perspective of the people who “own” the protocol.

Build Capacity: Capacity is the ability of individuals, networks and groups to create, participate in, and absorb events that affect one’s life.

Develop Social Capital: Social capital is the continued accumulation of public good that results when citizens engage the events and issues that surround them in a manner that produces confidence, caretaking, equity, choice, relaxation and cohesiveness through face-to-face interaction.

Enhance Diversity: Three main types of diversity were found in the Grand Valley. They are: (1) social, which ensures the presence and interaction with people who are unique; (2) economic, which ensures that there are opportunities to function at one’s full potential; and (3) natural, which provides various landscape forms with which people can interact through work and play.

Ensure Predictability: Predictability is the ability to anticipate and plan for the future.

These strategies should be considered sequentially in application. The following questions need to be asked: are there civic protocols that need to be honored in order to develop a cooperative spirit? Does capacity (citizen, business and governmental) have to be built in order to solve this issue? Does the action build social capital? Enhance diversity? Ensure predictability?

The first three strategies are building blocks. The remaining two strategies, enhance diversity and ensure predictability, are key to making decisions that increase participation and ownership in civic life by the people in the Grand Valley.

EXECUTIVE SUMMARY (cont.)

Alignment Actions

In developing the Model of the Grand Valley (Figure One), the major findings are the strengths. The major recommendations are the strategies. The third major leg in this triad is recommended actions. These elements are all represented in the Grand Valley Model presented immediately after this section (and again at the end of Part Two as a summary of the report). The model serves as an outline--a guide for the body of the report.

The action component, described here as Alignment Actions, provides a road map for getting from here to there - setting the stage for implementation of the strategies to achieve the vision. Vision and strategies represent intention. Action is carried out through issue resolution, projects, policies, and programs. The Grand Valley will be most successful in realizing its vision when there is alignment between intention and action. The recommended action levels are:

Remove barriers: picking the low hanging fruit, thus freeing energy. Low hanging fruit refers to the relatively straightforward issues that have not been resolved in the normal course of events and have thus become the focus of citizen frustration. These issues tend to grow in their perceived importance until they consume much of the citizens' mental and emotional energy. See the Alignment Actions section in Part Two for more description.

Generate momentum: supporting citizens in resolving issues. The optimal action for building positive momentum is to deal with issues at their emerging or existing stages in the informal systems; assist the citizens to resolve their own issues. This usually calls for some level of government and/or organizational facilitation and expenses are often manageable at this early stage. When the momentum is encouraged in this manner the people know they are taking charge of their own destiny and they perceive government/organizations as being responsive to their issues. See the Alignment Actions section in Part Two for more detail.

Engage: opportunities for involvement through cooperative effort. Cooperative endeavors are a level of action where different entities can be more effective by working together rather than separately. The cooperative endeavor requires a level of trust with each entity doing its share. These endeavors may be between citizens and business, government and citizens, etc. See the Alignment Actions section in Part Two for more detail.

Integrate: citizen ownership through stewardship activities. After citizens and governments/organizations have been mobilized into action to resolve an issue, it is often best for the governments and other formal groups to let go of the project and participate only in a monitoring and advisory role. See the Alignment Actions Section in Part Two for more detail.