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

WEDNESDAY, OCTOBER 4, 2006, 7:00 P.M.

Call to Order

Pledge of Allegiance
Invocation – Pastor Howard Hays, First Church of the
Nazarene

Proclamations / Recognitions

Proclaiming the week of October 8 - 14, 2006 as “Fire Prevention Week” in the City of
Grand Junction

Proclaiming October 7, 2006 as “Oktoberfest Day” in the City of Grand Junction

Proclaiming October 2006 as “Community Planning Month” in the City of Grand Junction

Proclaiming October 2006 as “Kids Voting Month” in the City of Grand Junction

Proclaiming October 1 - 7, 2006 as “National 4-H Week” in the City of Grand Junction

Extending Greetings to the Municipality of Contamana, Peru

Citizen Comments

* * * CONSENT CALENDAR * * *®

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

Action: Approve the Minutes of the September 18, 2006 Special Session, Summary of the September 18, 2006 Workshop and the and the September 20, 2006 Regular Meeting

2. **Lease Extension of Two Dry Grazing Areas Located South of Whitewater** [Attach 2](#)

Two proposed resolutions will extend the terms of these two existing Dry Gazing Leases located south of Whitewater for William Arthur Mertz and Sally Marie Smith.

Resolution No. 121-06 – A Resolution Authorizing Dry Grazing Lease of the City Property to William Arthur Mertz

Resolution No. 122-06 – A Resolution Authorizing a Dry Grazing Lease of City Property to Sally Marie Smith

®Action: *Adopt Resolution No. 121-06 and 122-06*

Staff presentation: Mark Relph, Public Works and Utilities Director

3. **Setting a Hearing on the Orr Rezone, Located at 498 Patterson Road** [File #RZ-2006-228] [Attach 3](#)

Request to rezone .322 acres, located at 498 Patterson Road, from RMF-5 (Residential Multi-Family, 5 units per acres) to B-1 (Neighborhood Business).

Proposed Ordinance Rezoning Property Known as the Orr Rezone .322 Acres, Located at 498 Patterson Road from RMF-5 to B-1

Action: *Introduction of Proposed Ordinance and Set a Hearing for October 18, 2006*

Staff presentation: Ronnie Edwards, Associate Planner

4. **Setting a Hearing on the Thunderbrook Annexation, Located at 3061 and 3061 ½ F ½ Road** [File #GPA-2006-238] [Attach 4](#)

Request to annex 15.60 acres, located at 3061 and 3061 ½ F ½ Road. The Thunderbrook Annexation consists of two parcels.

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

Resolution No. 123-06 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, Thunderbrook Annexation, Located at 3061 and 3061 ½ F ½ Road

®Action: *Adopt Resolution No. 123-06*

b. Setting Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Thunderbrook Annexation, Approximately 15.60 Acres, Located at 3061 and 3061 ½ F ½ Road

Action: *Introduction of Proposed Ordinance and Set a Hearing for November 15, 2006*

Staff presentation: Faye Hall, Associate Planner

5. **Continue the Public Hearing for the Baldwin Annexation, Located at 2102 and 2108 Highway 6 & 50** [File #ANX-2006-182] [Attach 5](#)

A request to continue the Baldwin Annexation to the October 18, 2006 City Council meeting. The request to continue is to allow additional time to clarify boundary issues with the adjacent neighbor to the north.

Action: *Continue the Adoption of the Resolution Accepting the Petition for the Baldwin Annexation and Public Hearing to Consider Final Passage of the Annexation and Zoning Ordinances to the October 18, 2006 City Council Meeting*

Staff presentation: Faye Hall, Associate Planner

6. **Setting a Hearing on the Beagley Rezone, Located at 2936 D ½ Road** [File #RZ-2006-227] [Attach 6](#)

Request to rezone 0.84 acres, located at 2936 D ½ Road from RSF-4 (Residential Single Family 4 du/acre) to RMF-8 (Residential Multi Family 8 du/ac).

Proposed Ordinance Rezoning the Property Known as the Beagley Rezone to RMF-8, Residential Multi Family 8 Units per Acres, Located at 2936 D ½ Road

Action: *Introduction of Proposed Ordinance and Set a Hearing for October 18, 2006*

Staff presentation: Adam Olsen, Associate Planner

7. **Vacation of Four Sanitary Sewer Easements, Located at 710 and 750 Wellington Avenue, St. Mary's Hospital** [File #VE-2006-082] [Attach 7](#)

Request to vacate four sanitary sewer easements located at 710 and 750 Wellington Avenue that are no longer needed. There are currently no utilities located within these sewer easements. The Planning Commission recommended approval at its September 26, 2006 meeting.

Resolution No. 124-06 – A Resolution Vacating Four Sanitary Sewer Easements Located at 710 and 750 Wellington Avenue (St. Mary's Hospital)

®Action: *Adopt Resolution No. 124-06*

Staff presentation: Scott D. Peterson, Senior Planner

8. **Setting a Hearing on the Kelley Annexation, Located at 849 21 ½ Road** [File #GPA-2006-249] [Attach 8](#)

Request to annex 14.27 acres, located at 849 21 ½ Road. The Kelley Annexation consists of 1 parcel and is a 3 part serial annexation.

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

Resolution No. 125-06 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, Kelley Annexation, Located at 849 21 ½ Road

®Action: *Adopt Resolution No. 125-06*

b. **Setting Hearing on Proposed Ordinances**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Kelley Annexation #1, Approximately 0.24 Acres, Located within the 21 ½ Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Kelley Annexation #2, Approximately 1.46 Acres, Located within the 21 ½ Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Kelley Annexation #3, Approximately 12.57 Acres, Located at 849 21 ½ Road Including a Portion of the 21 ½ Road Right-of-Way

Action: Introduction of Proposed Ordinance and Set a Hearing for November 15, 2006

Staff presentation: David Thornton, Principal Planner

9. **Setting a Hearing to Amend the Planned Development Ordinance for Fuoco Estates, also known as Beehive Estates, Located East of Dewey Place**
[File#PDA-2006-044] [Attach 9](#)

Request to amend the Planned Development Ordinance for Fuoco Estates, also known as Beehive Estates, reducing the front yard setbacks.

Proposed Ordinance Amending the Established Setbacks for the Fuoco Property Planned Development, Located East of Dewey Place Also Known as Beehive Estates

Action: Introduction of Proposed Ordinance and Set a Hearing for October 18, 2006

Staff presentation: Kathy Portner, Assistant Dir. of Community Development

10. **Name Recommendation for Park Located in Beehive Estates Subdivision**
[Attach 10](#)

In March of this year, the Parks and Recreation Advisory Board conducted a “Name the Park” contest to name a park located in Orchard Subdivision off Saffron Way (northeast of Patterson and 25 ½ Road at the end of Dewey Place). Upon conclusion of the “Name the Park” contest a recommendation from staff and a sub-committee of the Parks and Recreation Advisory Board was presented to the Board for consideration. To encourage community-wide use and appreciation of this park, it is recommended that “Honeycomb Park” become the official name of the park. “Honeycomb Park” is a distinct, yet complimentary name to the existing subdivision.

Action: Authorize Approval to Officially Name the Park Located in the Beehive Estates Subdivision off of Saffron Way (northeast of Patterson and 25 ½ Road at the end of Dewey Place) “Honeycomb Park”

Staff presentation: Traci Altergott, Recreation Superintendent

11. **Art Contract for the 24 Road/I-70 Roundabouts** [Attach 11](#)

The City of Grand Junction Commission on Arts and Culture has selected Harlan Mosher to design, construct and install two sculptures within the central circle of the two roundabouts at the new 24 Road/I-70 Interchange.

Action: Authorize the City Manager to Sign a Contract with Harlan Mosher to Design, Construct and Install Two Sculptures for a Fixed Fee of \$100,000

Staff presentation: Mark Relph, Public Works and Utilities Director

12. **Construction Contract for Palace Verdes Sewer Improvement District** [Attach 12](#)

The Palace Verdes Sewer Improvement District project will allow the elimination of septic systems by installing a 6" sanitary sewer line along Palace Verdes Drive and Arriba Drive, east of 23 Road.

Action: Authorize the City Manager to Execute a Construction Contract for the Palace Verdes Sewer Improvement District with Sorter Construction in the Amount of \$197,214.00. Award of the Contract is Contingent on the Formation of the District by the Mesa County Board of County Commissioners

Staff presentation: Mark Relph, Public Works and Utilities Director

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

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

13. **Construction Contract Extension for Riverside Parkway Phase 3** [Attach 13](#)

Approval of a Construction Contract Extension to SEMA Construction, Inc. in the amount of \$22,514,443 for the Riverside Parkway Phase 3.

Action: Authorize the City Manager to Sign a Contract Extension Agreement with SEMA Construction, Inc. for the Riverside Parkway Phase 3 in the Amount of \$22,514,443.00

Staff presentation: Mark Relph, Public Works and Utilities Director

14. **Opposition to Amendment 38** [Attach 14](#)

An initiated constitutional amendment will appear on the November 7, 2006 ballot. The proposed measure will have a severe impact on cities and towns in Colorado if approved by the voters. Due to the gravity of the effects of this

proposed amendment, staff is asking the City Council to, in accordance with the Fair Campaign Practices Act, adopt a resolution opposing the amendment.

Resolution No. 126-06 - A Resolution Opposing Amendment 38, the State Wide Ballot Measure to Amend the Petitioning Process for Initiatives and Referenda

®Action: *Adopt Resolution No. 126-06*

Staff presentation: David Varley, Interim City Manager

15. **Industrial Developments, Inc. and Colorado West Improvements, Inc. as an Economic Development Cooperator with the City of Grand Junction**

[Attach 15](#)

Industrial Developments, Inc. (IDI) is requesting that the City of Grand Junction support their attempt to register with the IRS with 501 c (3) status. In order to accomplish that, the City must adopt a resolution that states that IDI is an economic development organization that assists the City with its efforts.

Resolution No. 127-06 – A Resolution Approving Industrial Developments, Inc. Colorado West Improvements, Inc., as an Economic Development Cooperator with the City of Grand Junction

®Action: *Adopt Resolution No. 127-06*

Staff presentation: John Shaver, City Attorney

*** 16. **Grand Junction Economic Partnership as an Economic Development Cooperator with the City of Grand Junction**

[Attach 19](#)

Grand Junction Economic Partnership (GJEP) is requesting that the City of Grand Junction support their attempt to register with the IRS with 501 c (3) status. In order to accomplish that, the City must adopt a resolution that states that GJEP is an economic development organization that assists the City with our efforts.

Resolution No. 128-06 – A Resolution Approving Grand Junction Economic Partnership as an Economic Development Cooperator with the City of Grand Junction

Action: *Adopt Resolution No. 128-06*

Staff presentation: John Shaver, City Attorney

17. **Public Hearing - Zoning the Abeyta-Weaver Annexation, Located at 3037 D ½ Road, 432 and 436 30 ¼ Road** [File #GPA-2005-188] [Attach 16](#)

Request to zone the 12.82 acre Abeyta-Weaver Annexation, located at 3037 D ½ Road, 432 and 436 30 ¼ Road, to RMF-8 (Residential Multi-Family 8 du/ac) and CSR (Community Services and Recreation).

Ordinance No. 3975 – An Ordinance Zoning the Abeyta-Weaver Annexation to RMF-8 and CSR, Located at 3037 D ½ Road, 432 and 436 30 ¼ Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3975

Staff presentation: Senta L. Costello, Associate Planner

18. **Public Hearing - Rezone Mirada Court, Located 600 Feet East of Mirada Court** [File #RZ-2006-161] [Attach 17](#)

Request to rezone the 5 acre property located 600 feet east of Mirada Court from RSF-E (Residential Single Family, Estate) to RSF-4 (Residential Single Family, 4 units per acre).

Ordinance No. 3976 - An Ordinance Rezoning the Property Known as the Mirada Court Rezone to RSF-4, (Residential Single Family, 4 Units per Acre) Located 600 Feet East of Mirada Court

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3976

Staff presentation: Faye Hall, Associate Planner

19. **Public Hearing - Zoning the Pine E Road Commercial Annexation, Located at 3046 and 3048 E Road** [File #ANX-2006-211] [Attach 18](#)

Request to zone the 3.48 acre Pine E Road Commercial Annexation, located at 3046 and 3048 E Road, to B-1 (Neighborhood Business).

Ordinance No. 3977 - An Ordinance Zoning the Pine E Road Commercial Annexation to B-1, Located at 3046 and 3048 E Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3977

Staff presentation: Adam Olsen, Associate Planner

20. **Non-Scheduled Citizens & Visitors**
21. **Other Business**
22. **Adjournment**

Attach 1
Minutes

GRAND JUNCTION CITY COUNCIL
SPECIAL SESSION MINUTES
SEPTEMBER 18, 2006

The City Council of the City of Grand Junction, Colorado met in Special Session on Monday, September 18, 2006 at 5:38 p.m. in the Administration Conference Room, 2nd Floor of City Hall. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Gregg Palmer, Jim Spehar, Doug Thomason and President of the Council Jim Doody. Also present was Interim City Manager David Varley, City Attorney John Shaver, Public Works and Utilities Director Mark Relph, Riverside Parkway Project Manager Jim Shanks, and Engineering Manager Trent Prall.

Council President Doody called the meeting to order.

Councilmember Thomason moved to go into executive session to determine the City's position, and to instruct the City's negotiators regarding Riverside Parkway property pursuant to Section 402 4 E of Colorado's Open Meetings Act and they will not be returning to open session. Councilmember Palmer seconded the motion. The motion carried.

The City Council convened into executive session at 5:38 p.m.

Debbie Kemp, CMC
Deputy City Clerk

**GRAND JUNCTION CITY COUNCIL
WORKSHOP SUMMARY
September 18, 2006**

The City Council of the City of Grand Junction, Colorado met on Monday, September 18th, 2006 at 7:00 p.m. in the City Hall Auditorium to discuss workshop items. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Gregg Palmer, Jim Spehar, Doug Thomason, and Council President Jim Doody.

Summaries and action on the following topics:

- 1. RIVERSIDE PARKWAY: Phase 3 Update:** This section includes the Riverside Parkway interchange with US-50 Highway (5th Street) and includes the construction of 3 new bridges plus the widening of the existing Colorado River bridges on 5th Street. Project Manager Jim Shanks reviewed the project. He said Phase 3 will tie the two pieces that are currently under construction together. Mr. Shanks first showed pictures of Phase 1 which is close to completion. It should be completed by the end of October, slightly ahead of schedule. He showed photographs of Phase 2, currently under construction and said the next piece of Phase 2 is the extension of the Broadway bridges which will impact traffic at River Road. He said Phase 3 is timed for construction to start this fall to coincide with the completion of Phase 1. That will allow an alternate route into town for the Orchard Mesa residents.

Councilmember Hill confirmed that 5th Street will not be closed. Mr. Shanks concurred; CDOT requires two lanes open each way during the day, but there will be some night closures to install the girders. Mr. Shanks said the crossing at 4th Avenue will be closed around March, 2007 and the majority of Phase 2 (River Road) will be open by fall, 2007. He said the completion of Phase 3 is one year ahead of schedule. Mr. Shanks said there are three bridges in Phase 3 and the existing 5th Street bridges will be widened to allow for merging.

Councilmember Palmer inquired if the salvage yard is now moved. Mr. Shanks said yes. The City has hired an asbestos abatement contractor and once that is complete, the demolition of the remaining buildings will occur. He said all of the buildings on the west side of 5th Street have been demolished and the property is clear with the exception of the utilities.

Mr. Shanks then reviewed the costs. He said the landscaping for Phase 1 will be bid out separately and the total construction costs are now estimated at \$68.5 million. He then reviewed all of the costs with an anticipated shortfall of nearly \$3 million and said that is a total of \$13 million more than anticipated.

Councilmember Hill pointed out that the property values are up which will account for \$5 million of the overage. He also pointed out the costs involved for

the 1601 project. Mr. Shanks said the addition of going underground with all of the utilities also added to the deficit.

Councilmember Spehar pointed out that some of the unforeseen issues don't negate the need for the project and that the City intends to pay for it with existing revenues. Mr. Shanks said much of the work is not even seen as it goes underground.

Councilmember Hill said building it today and borrowing the money rather than saving to pay for it later is better in the long run because the cost of inflation would have made the road cost even more in the future. He said in the end, there will be a maximum value in building this road now.

Councilmember Palmer asked about the 29 Road and D Road project status. Engineering Manager Trent Prall said the plan is to have that completed by the spring of 2010. He said the funding for that was shifted due to the County funding the beginning of the project and said the interchange had to be moved out to the year 2013.

Public Works & Utilities Director Mark Relph said Staff will have more details at the CIP discussion on October 16th. He said that once the 1601 process has been started, the construction has to begin within five years. He recommended moving that process out a couple of years. Mr. Relph pointed out the enormity of the Riverside Project, especially for a City this size. He said the level of complexity is incredible. Although the budget issues have been difficult, it is great that the project will be completed a year early.

Council President Doody pointed out a conversation with Mayor Hickenlooper of Denver and Denver's \$35 million deficit on a \$350 million project. Public Works & Utilities Director Mark Relph said on the 16th of October he will review the cost, the experience, and a brief history for the construction of the Parkway. He said this has been a significant challenge for this entire valley and said the problems for the cost of labor and materials have been a huge issue.

Council President Doody said Grand Junction Steele has been pleased with the accommodations to their site however; the Veteran's Cemetery has lodged several complaints.

Action summary: The City Council was appreciative of the update.

Council President Doody called a recess at 8:29 p.m.

The meeting reconvened at 8:41 p.m.

2. **REVIEW CITY'S POLICY OF LEASING SURPLUS RESERVOIR WATER:** Any excess or supplemental water is leased through a bidding process. Staff

reviewed with Council the past bidding practices, the specifics of the current policy, and asked for any Council comments or direction. Water Services Superintendent Terry Franklin read the letter that he sends out to the Kannah Creek property owners every May regarding a sealed bid process for the surplus water. In 1989, there were 17 customers and within five years there were over thirty requests. He said for a while he was prorating the amount of water and many of the owners started asking for more than needed to get the amount they needed. Mr. Franklin said then there was a two year drought where there was no surplus water, so the program was re-evaluated. He said the new practice (sealed bid) began after that. Mr. Franklin said City Staff has had to spend more time with newer property owners that do not know much about irrigation water and the delivery system. He presented some newer options including a live auction or to suspend water leasing which would decrease revenues by \$13,000 annually. He said the City will be approaching the State Engineer and the Water Commission to see if the Commissioners can help out with managing the system like they do for Cedaredge. He recommended that the City continue with the current sealed bid practice with some minor adjustments.

Councilmember Palmer asked how many ranchers really need the water. Mr. Franklin said they all made do without the water during the drought but he would estimate that about 50% really need the water.

Councilmember Hill asked if there is a requirement that the bidder own shares in the ditch. Mr. Franklin said yes and they must have a way to convey the water to their property.

Councilmember Coons asked how many ranchers are agricultural. Mr. Franklin said they all say they are, but he estimates 40 to 50% are actual agricultural users.

Council President Doody asked if the agricultural users use water conservation measures such as lining their detention ponds. Mr. Franklin said he would have to defer to Danny Vanover, the Water Supply Supervisor in Kannah Creek, to answer that. Mr. Vanover said they do ask for certain measures and about 50% participate.

Councilmember Spehar said this is not the City's primary business and the cost to administer will decrease the revenues. He said the City is trying to be a good neighbor, but it is creating conflict. Mr. Franklin advised that the City's lessees get as much water as they need and said the surplus water is over and above that.

Councilmember Hill said one of the users is present and hopes he has the chance to speak. He noted that the users need to work together.

Councilmember Palmer agreed, emphasizing that it is supplemental water and there is no value for the City to store it.

Councilmember Coons said she would like the City to continue, but the cost of management is greater than the benefit. She said they need to look at the value of continuing the program.

Ed Studebaker, 1991 Purdy Mesa Road, said he has been there for 30+ years and has been buying this surplus water during those years. He said there is no protection to the owners that have been buying the water for all of these years. He said many of the ranchers did not get any water this year and much of the water went to new residents for watering their lawns and gardens. He said that he bid on 240 acre feet of water and was outbid by a penny and did not get any water. He agreed with the proposal of the minimum of 50 acre feet block which will eliminate those buying small quantities of water to water lawns and gardens. He would also like to see some water reserved for agricultural users. Mr. Studebaker said the little quantity purchasers drive the price up to where the ranchers cannot afford the water for the large quantities that is needed.

Councilmember Coons asked if 50 acre feet is a good minimum and would he like to see a maximum. Mr. Studebaker said he would not be against the maximum, but there is only a certain amount of water and feels that it was not fair for one person to buy half of the available water leaving many ranchers without any.

Councilmember Hill asked how many are working ranches. Mr. Studebaker said about 6 or 7 are working ranches besides the City leases.

Councilmember Spehar said he wants the City to be a good neighbor but is concerned about the cost of administering the program. Mr. Studebaker said there is just not enough water to give out to everyone. He said a 50 acre foot block minimum would eliminate 75% of the bidders and reduce the administration.

Councilmember Spehar said the fact is that it is municipal water. He asked City Attorney Shaver if the City is selling agricultural water to anyone who does not meet the definition. City Attorney Shaver said not to the City's knowledge, that it must be used for non-consumptive use.

Mr. Relph said going to a 50 acre block may be easier to administer but it may not eliminate anyone since individuals may aggregate themselves.

Councilmember Coons asked what would happen if there was no surplus water available. Mr. Studebaker said many of the ranches would have dried up. He said they have been getting water for thirty plus years. Mr. Studebaker said some years ranchers can get by on runoff water, but most of the ranchers have

counted on this surplus water. He is asking that the water be kept and used basically for what it was designed for.

Danny Vanover, Water Supply Supervisor, said he sent out 145 bid requests, only getting 32 back. He said most of the ranchers don't have a way to deliver the water to their places. He said the City of Grand Junction took over the domestic water supply six years ago and said at that time the City was serving 56 customers and now 120 customers six years later. He said most of the people are using the domestic system. He feels a 50 acre minimum would help and suggested a contract to provide a certain amount of water to each rancher.

Councilmember Spehar pointed out that it will create more administration. Mr. Vanover said he has been keeping track of this for many years and said 95% of the people are satisfied. He pointed out that most ranchers never made it on just ranching; they all had other jobs in town.

Councilmember Spehar asked how many of the bidders got water. Mr. Franklin said 17 out of 32 ranches.

Council President Doody suggested an educational program on the system to increase the amount of water available. Mr. Franklin said there is a substantial amount of water lost and said it is difficult to get anyone to work on cleaning the ditches and the long time owners are getting older and can't do that kind of work like they used to.

Councilmember Beckstein questioned if the City should mandate the release of the water, rather than trying to meet everyone's individual demands. Mr. Franklin said that would be more difficult because of the timing that the ranchers need for hay cutting, etc.

Councilmember Spehar said there is change occurring up there and he would like to support the minimum block scenario.

Councilmember Hill said the 50 acre block is a good start. He pointed out the need to get the State Water Commissioner back in to administer this. He said the more expensive the water is, the more controlled it will need to be.

Councilmember Coons supports trying the 50 acre minimum.

Action summary: Staff was authorized to continue with the sealed bid process with the minor adjustments including the 50 acre foot block minimum.

Other Business

City Clerk Stephanie Tuin asked the City Council how they wanted to proceed with the Parks and Recreation Advisory Board vacancies now that there is another resignation.

The City Council directed her to re-advertise and include those from the previous interview session.

ADJOURN

The meeting adjourned at 10:03 p.m.

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

September 20, 2006

The City Council of the City of Grand Junction convened into regular session on the 20th day of September 2006, at 7:05 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Gregg Palmer, Doug Thomason, and President of the Council Jim Doody. Absent was Councilmember Jim Spehar. Also present were Interim City Manager David Varley, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Doody called the meeting to order. Councilmember Palmer led in the pledge of allegiance. The audience remained standing for the invocation by Bob McFadden, "The Place".

Proclamations / Recognitions

Proclaiming October 2006 as "Breast Cancer Awareness Month" in the City of Grand Junction and Mesa County

Proclaiming September 21, 2006 as "International Day of Peace" in the City of Grand Junction

Citizen Comments

There were none.

CONSENT CALENDAR

Councilmember Palmer read the list of items on the Consent Calendar.

It was moved by Councilmember Hill, seconded by Councilmember Beckstein and carried by roll call vote to approve Consent Calendar items #1 through #7. Councilmember Coons had entered a letter into the record that she abstained from Item #2, due to her employment at St. Mary's.

Councilmember Hill welcomed the Mesa State College students in attendance and pointed out that citizens can address City Council in two ways and explained how.

1. **Minutes of Previous Meeting**

Action: Approve the Minutes of the September 6, 2006 Regular Meeting

2. **Revocable Permit to St. Mary's Hospital, Located at 710 Wellington Avenue for a Sign and Landscaping** [File #VE-2006-082]

A request to maintain an existing free-standing sign, landscape wall and landscaping in the N. 7th Street right-of-way adjacent to 710 Wellington Avenue.

Resolution No. 113-06 – A Resolution Concerning the Issuance of a Revocable Permit to St. Mary's Hospital Located at 710 Wellington Avenue

Action: Adopt Resolution No. 113-06

3. **Setting a Hearing on Zoning the Abeyta-Weaver Annexation, Located at 3037 D ½ Road, 432 and 436 30 ¼ Road** [File #ANX-2005-188]

Request to zone the 12.82 acre Abeyta-Weaver Annexation, located at 3037 D ½ Road, 432 and 436 30 ¼ Road, to RMF-8 (Residential Multi-Family 8 du/ac) and CSR (Community Services and Recreation).

Proposed Ordinance Zoning the Abeyta-Weaver Annexation to RMF-8 and CSR, Located at 3037 D ½ Road, 432 and 436 30 ¼ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for October 4, 2006

4. **Continue the Public Hearing for the Baldwin Annexation, Located at 2102 and 2108 Highway 6 & 50** [File #ANX-2006-182]

A request to continue the Baldwin Annexation to the October 4, 2006 City Council meeting. The request to continue is to allow additional time to clarify boundary issues with the adjacent neighbor to the north.

Action: Continue the Adoption of the Resolution Accepting the Petition for the Baldwin Annexation and Public Hearing to Consider Final Passage of the Annexation and Zoning Ordinances to the October 4, 2006 City Council Meeting

5. **Setting a Hearing to Rezone Mirada Court, Located 600 ft. East of Mirada Court** [File #RZ-2006-161]

Request to rezone the 5 acre property located 600 feet east of Mirada Court from RSF-E (Residential Single Family, Estate) to RSF-4 (Residential Single Family, 4 units per acre).

Proposed Ordinance Rezoning the Property Known as the Mirada Court Rezone to RSF-4, (Residential Single Family, 4 Units per Acre) Located 600 Feet East of Mirada Court

Action: *Introduction of Proposed Ordinance and Set a Hearing for October 4, 2006*

6. **Setting a Hearing on Zoning the Pine E Road Commercial Annexation, Located at 3046 and 3048 E Road** [File #ANX-2006-211]

Request to zone the 3.48 acre Pine E Road Commercial Annexation, located at 3046 and 3048 E Road, to B-1 (Neighborhood Business).

Proposed Ordinance Zoning the Pine E Road Commercial Annexation to B-1, Located at 3046 and 3048 E Road

Action: *Introduction of Proposed Ordinance and Set a Hearing for October 4, 2006*

7. **Reauthorizing the Visitor and Convention Bureau Contracts for Marketing Services with Lodging Properties outside the City Limits**

On October 16, 1996, Council adopted Resolution No. 101-96 authorizing the expansion of the Visitor & Convention Bureau's (VCB's) marketing programs to include lodging properties outside the Grand Junction City limits for a period of 5 years. The program was reviewed annually and was re-authorized for an additional 5 years October 3, 2001 when Council adopted Resolution No. 101-01. This program has been successful and the VCB Board recommends that it be continued.

Resolution No. 118-06 – A Resolution Authorizing the VCB to Enter into Contracts for its Services

Action: *Adopt Resolution No. 118-06*

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Rood Avenue Parking Structure Site Construction Contract

Bids have been received for construction of the Rood Avenue Parking Structure (Bid Package 1). The Scope of Bid Package 1 is for excavation and site utilities; concrete filled pipe piles; cast in place post tension concrete structure; surveying and layout; traffic control; weather protection for concrete construction; general conditions for the entire project; anticipated liability insurance premium cost for entire project; anticipated general contractor performance and payment surety bond cost for entire project; prorated contractor contingency; and prorated contractor's overhead and fee.

Mark Relph, Public Works and Utilities Director, reviewed this item. He advised this is the first bid package for this project and said the package is for the foundation and the concrete work. He said the recommendation is to award the contract to Shaw

Construction in the amount of \$5,366,072. Once the final design, including the façade is decided, then the guaranteed maximum price can be determined. Mr. Relph said the cost of inflation is affecting this project as well as every other Public Works project. The rate of inflation is estimated at 1 to 2% per month. Mr. Relph assured Council that there will be sufficient funds to pay for this parking garage project.

Councilmember Thomason asked about the impact of driving the pilings to the surrounding buildings. Mr. Relph responded that open houses were held with the surrounding property owners and said pile driving was addressed. Mr. Relph said that is typically a concern but generally does not end up being an issue.

Councilmember Coons inquired about the two end buildings that will be developed. Mr. Relph said those will be built later as development comes into the downtown area.

Councilmember Hill said he supported the decision to go forward with the additional fourth floor in order to build at today's prices rather than have to face inflated construction costs later. He also asked the Interim City Manager David Varley to put this item on the bin list for continued discussion on the sale of the City property located at 3rd and Main Street. Mr. Varley said the RFP is ready to go, they are ironing out the last details and then the request will be sent out.

Councilmember Palmer asked Mr. Relph to explain the guaranteed maximum price concept and how that protects the City from additional inflation. Mr. Relph pointed out the enormous amount of detail that is involved in this project. He said there is a contingency in the budget, but under this scenario the contractor accepts the risk of price increases. Councilmember Palmer lauded the project and expressed how pleased he is that this project is occurring.

Councilmember Hill moved to authorize the City Manager to execute a construction contract for bid package #1 with Shaw Construction in the amount of \$5,366,072. Councilmember Palmer seconded the motion. Motion carried by roll call vote.

Public Hearing – Assessments Connected with Alley Improvement District No. ST-06

Improvements to the following alleys have been completed as petitioned by a majority of the property owners to be assessed:

- East/West Alley from 5th to 6th, between Teller Avenue and Belford Avenue
- East/West Alley from 10th to 11th, between Main Street and Rood Avenue
- East/West Alley from 11th to 12th, between Main Street and Rood Avenue
- North/South Alley from 23rd to 24th, between Grand Avenue and Ouray Avenue
- East/West Alley from 17th to 18th, between Hall Avenue and Orchard

- Avenue
- North/South Alley from 22nd to Linda Lane, between Orchard Avenue and Walnut Avenue
 - North/South Alley from 21st to 22nd, between Walnut Avenue and Bookcliff Avenue

The public hearing was opened at 7:30 p.m.

Mark Relph, Public Works and Utilities Director, reviewed this item. He reviewed the processed as it is laid out in the Staff report. He advised there is a three year waiting list for this program and said it is a very popular program. The City pays the majority of the cost with the property owners participating in the rest of the cost. Once the City Council acts on this ordinance, the property owner can pay the entire assessment within thirty days. If they chose not to, the assessment will be placed on their property tax bill.

Councilmember Palmer inquired how long it has been since the City raised the cost per abutting foot for the property owner. Mr. Relph said it has been a long time and with the increasing cost of materials the City is actually paying about 75% of the cost. He said the City also replaces all of the utility lines and the property owner is not assessed for that cost whatsoever.

There were no public comments.

The public hearing was closed at 7:35 p.m.

Ordinance No. 3969 – An Ordinance Approving the Assessable Cost of the Improvements Made in and for Alley Improvement District No. ST-06 in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11th Day of June, 1910, as Amended; Approving the Apportionment of said Cost to Each Lot or Tract of Land or Other Real Estate in Said Districts; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate in Said Districts; Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

Councilmember Palmer moved to adopt Ordinance No. 3969 on Second Reading and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Public Hearing – Colvin Annexation and Zoning, Located at 2940 B ½ Road [File #ANX-2006-204]

Request to annex and zone 9.98 acres, located at 2940 B ½ Road, to RSF-4 (Residential Single Family, 4 du/ac). The Colvin Annexation consists of 1 parcel and is a two part serial annexation.

The public hearing was opened at 7:36 p.m.

Kathy Portner, Assistant Director for Community Development, reviewed this item. She described the location, the site and the surrounding uses and zoning. She then identified the Future Land Use designation of the property, the surrounding property, and stated the requested zoning. She advised City Council that the request meets the requirements of the Growth Plan and the Zoning and Development Code. She said both the Planning Commission and Staff recommend approval.

The applicant's representative, Traci Moore, Development Construction Services, was present to answer questions but had nothing to add.

There were no public comments.

The public hearing was closed at 7:39 p.m.

a. Accepting Petition

Resolution No. 119-06 – A Resolution Accepting a Petition for the Annexation, Making Certain Findings, Determining that Property Known as the Colvin Annexation, Located at 2940 B ½ Road and Including a Portion of the B ½ Road Right-of-Way is Eligible for Annexation

b. Annexation Ordinances

Ordinance No. 3970 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Colvin Annexation #1, Approximately 0.36 Acres, Located at 2940 B ½ Road and Including a Portion of the B ½ Road Right-of-Way

Ordinance No. 3971 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Colvin Annexation #2, Approximately 9.62 Acres, Located at 2940 B ½ Road

c. Zoning Ordinance

Ordinance No. 3972 – An Ordinance Zoning the Colvin Annexation to RSF-4, Located at 2940 B ½ Road

Councilmember Palmer moved to adopt Resolution No. 119-06 and Ordinance Nos. 3970, 3971, and 3972 on Second Reading and ordered them published. Councilmember Thomason seconded the motion. Motion carried.

Public Hearing – Pine E Road Commercial Annexation, Located at 3046 and 3048 E Road [File #ANX-2006-211]

Request to annex 3.48 acres, located at 3046 and 3048 E Road. The Pine E Road Commercial Annexation consists of two parcels.

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

Kathy Portner, Assistant Director for Community Development, reviewed this item. She noted only the annexation is for consideration at this time and the zoning was set for public hearing earlier on the Consent Calendar.

Traci Moore, Development Construction Services, was present representing the applicant. She had nothing to add but was available for questions.

There were no public comments.

The public hearing was closed at 7:42 p.m.

Councilmember Hill recalled that this area was re-designated under the Future Land Use Map after the plan was adopted. This is the first piece to develop under that change and pointed out that it is commercial property adjacent to residential.

a. Accepting Petition

Resolution No. 120-06 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Pine E Road Commercial Annexation, Located at 3046 and 3048 E Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3973 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Pine E Road Commercial Annexation, Approximately 3.48 Acres, Located at 3046 and 3048 E Road

Councilmember Hill moved to adopt Resolution No. 120-06 and Ordinance No. 3973 on Second Reading and ordered it published. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

Public Hearing – Zoning and Development Code Text Amendments Concerning Multifamily Development [File #TAC-2006-215]

A request to amend the Zoning and Development Code pertaining to multifamily development, including attached units.

The public hearing was opened at 7:44 p.m.

Kathy Portner, Assistant Director of Community Development, introduced the request. She said Ted Ciavonne and Joe Carter with Ciavonne, Roberts and Associates, will make the presentation as they have requested the change. She pointed out that many times provisions need to be adjusted once developments come up that fall under these provisions. Ms. Portner said Mr. Ciavonne and Mr. Carter may be back at a later time for additional amendments.

Ted Ciavonne explained the reasons for the request. He said there are disincentives in the Code that prevent development of “townhomes” under the Code. Mr. Ciavonne said there are imbalances in lot widths and lot sizes.

Councilmember Palmer asked if it is a definition problem. Mr. Ciavonne said to some extent, but there are different fire codes for condos versus townhomes and said there are also financing issues. Councilmember Palmer asked if the Fire Department is ok with the changes. Mr. Ciavonne said the change in the Code is to meet the fire code. He said the proposal eliminates the minimum lot size for attached housing in certain zone districts (RMF-8, RMF-12, RMF-16, and RMF-24). Mr. Ciavonne said there should be a concern with setbacks for the middle units and said the minimum lot size reduction could resolve that. He said the request also makes the open space requirement the same for townhomes and condominiums.

Mr. Ciavonne reviewed three main issues with Council. He said the first issue is the square footage penalty fee for simple lots versus the common ownership, second is the inconsistent open space requirement between the two, and the third is the density inequity. Mr. Ciavonne said the density cannot be achieved with the minimum densities under a fee simple development. He said the request is to eliminate the fee simple lot penalty, balance the open space requirements, and make the density between fee simple and common lots equal.

Councilmember Palmer was concerned that developers would then be pressuring the City to exceed the maximum allowed density. Mr. Ciavonne said that can only happen if a density bonus is granted and those provisions are met.

Joe Carter, Ciavonne, Roberts and Associates, addressed other changes and some adjustments to the definitions that would bring them more in line with the building code. He said the proposal calls for the elimination of Floor Area Ratio (FAR) and to change the setback for rear loaded homes (garages in back) from 20 feet to 15 feet. He said there are provisions regarding the garage doors where the lot width has been reduced and set a minimum façade width for the garage door to prevent a garage façade with an exception of when the garage is setback from the front of the house. Mr. Carter then reviewed the changes to the definition sections pointing out that the changes will make the definitions more in line with the building code. He explained the difference between the terms for units on individual lots and multifamily when there are multiple units on one lot. He said for two units on the same lot vertically are being proposed to be called stacked dwellings. Mr. Carter concluded by identifying all the groups in their proposal.

Mr. Ciavonne advised Council that they have had a favorable response from these groups at the Planning Commission meetings.

Councilmember Palmer asked if setbacks and parking requirements are changing. Mr. Ciavonne said the parking remains the same and the only setback change is the front with a rear load garage.

Council President Doody asked what happens to existing townhomes that are to be renovated. Mr. Ciavonne said those concerns will be addressed on a case by case basis. He said it will probably be a challenge because the utilities might be a problem and the Building Department will have issues with fire walls.

Councilmember Hill asked City Attorney John Shaver if there is anything in the proposal that he sees as a problem. City Attorney Shaver said that he has gone over it closely and analyzed it as it is a fundamental change. He said Staff has had no experience with this product, but the market has made these fee simple products popular. He agreed that the Code as written had unintended consequences.

Councilmember Hill said he is pleased that the community brought this forward and said not only will this help with affordable housing, it also falls under infill/redevelopment policy and furthers that goal.

There were no public comments.

The public hearing was closed at 8:31 p.m.

Councilmember Coons agreed with Councilmember Hill and had not realized the current Code was creating a disincentive to an affordable product. She supports this as fitting the vision of furthering affordable housing.

Councilmember Palmer thanked the applicant and Staff for their efforts. He supports consistency, efficiency, and fairness. He encouraged Staff to continue working on bettering the Code.

Councilmember Beckstein said she is pleased to see citizens working with City Staff to come up with necessary changes. She is supportive of the change.

Councilmember Thomason said he cannot see a potential downside to making the changes. He would support the change.

Council President Doody thanked Staff for all of their efforts and lauded the partnership with the citizens to get an end result to satisfy the needs of the community.

Ordinance No. 3974 – An Ordinance Amending Various Sections of the Zoning and Development Code Pertaining to Multifamily Development

Councilmember Coons moved to adopt Ordinance No. 3974 on Second Reading and ordered it published. Councilmember Hill seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

Councilmember Hill referred to a letter from the Town of Palisade requesting \$100,000 to help fund the proposed water park. He said other funding sources include the Town of Palisade, Mesa County grants, and some private funding.

Council President Doody advised that a fish ladder at the same location is being planned for construction and said if that is constructed without the water park going forward, the water park will not happen. He listed various benefits of a water park to the valley.

Councilmember Palmer advised Council that he spoke with a number of community members. He said that he heard many different opinions, but concluded that helping with this project is another tool in the economic development belt. He supports helping Palisade to fund this amenity.

Councilmember Coons said Council recently met with the Vision 20/20 team in their effort to update the Strategic Plan. She said the City must think valley-wide and the whole as a community. She said \$100,000 is a small percentage of the City's budget compared to the Town of Palisade's budget and said Palisade has agreed to take on the perpetual maintenance of the facility.

Councilmember Beckstein expressed concerns with setting a precedent due to the City's own overruns for construction. However, looking at the economic development and tourism, this project would benefit the community. She said the funds to be used could come from the severance tax and said all entities are being approached for support. Even with reservations, she supports the request.

Councilmember Thomason said the economic impact fact causes him to support the request.

Councilmember Hill appreciated Palisade for asking the City of Grand Junction to be a part of the project. It adds an amenity that draws visitors to the area and said the money will leverage other dollars into the community.

Council President Doody noted that he is sure Palisade will acknowledge the City's contribution when they dedicate the park. He supports the request.

Councilmember Coons moved to support the Town of Palisade's request to create the water park by providing up to \$100,000 in funding. Councilmember Hill seconded the motion. Motion carried by roll call vote.

Adjournment

The meeting adjourned at 8:40 p.m.

Stephanie Tuin, MMC
City Clerk

Attach 2

Lease Extension of Two Dry Grazing Areas Located South of Whitewater

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Lease Extension of Two Dry Grazing Areas Located South of Whitewater					
Meeting Date		October 4, 2006					
Date Prepared		September 28, 2006			File #		
Author		Greg Trainor		Public Works & Utilities Operations Manager			
Presenter Name		Mark Relph		Public Works & Utilities Director			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Two proposed Resolutions will extend the terms of these two existing Dry Grazing Leases located south of Whitewater for William Arthur Mertz and Sally Marie Smith.

Budget: Annual revenue to the General Fund: \$870.

Action Requested/Recommendation: (a) Adopt Resolution authorizing a three-year dry grazing lease with William Arthur Mertz, and (b) Adopt Resolution authorizing a three-year dry grazing lease with Sally Marie Smith.

Attachments: 1) Vicinity Map; 2) Mertz Resolution, which includes Proposed Lease Agreement; 3) Smith Resolution, which includes Proposed Lease Agreement.

Background Information: The City owns 471 acres south of Whitewater and west of Highway 50. The City purchased the property in 1954 from C.V. Hallenbeck for the appurtenant water rights. The Hallenbeck purchase included several hundred acres ranging from semi-arid properties near Whitewater to irrigated sub-alpine lands in the Kannah Creek, Purdy Mesa and Grand Mesa areas. All water rights acquired from Hallenbeck were promptly converted to allow dual use for either agricultural or municipal purposes.

The City presently leases 431 acres for dry grazing purposes: 240 acres to William Mertz and 191 acres to Sally Smith. These leases expired on December 31, 2005. The remaining 40 acres are leased to KNZZ Radio through December 31, 2017.

The City Council discussed the future management of these lands at a workshop in 1997. The discussion was prompted by the installation of a Clifton water line, potential developments as a result of the water line and KNZZ Radio's proposal to purchase the land it leases from the City.

Previous Councils had chosen to retain ownership of these lands to allow the City to participate in future actions which may affect their use and value. The Council's determination in 1997 was to continue to retain ownership and maintain the properties as a buffer of open space with the adjoining BLM lands. Council also concluded that these landholdings will allow the City to participate in growth related issues in this area.

Part of the standards and guidelines for these dry grazing leases are based on BLM guidelines and regulations for livestock grazing administration. The BLM Colorado Standards and Guidelines were approved by the Secretary of Interior on February 3, 1997, following the preparation of an environmental impact statement and extensive public involvement. The adopted standards describe conditions needed to sustain public land health and are applied on a landscape scale relating to the potential of ecosystems which are unique to each area.

The City's properties are in much better condition than the adjoining public and private lands, providing evidence that both William Mertz and Sally Smith have utilized best management practices to maintain and improve the health of these lands:

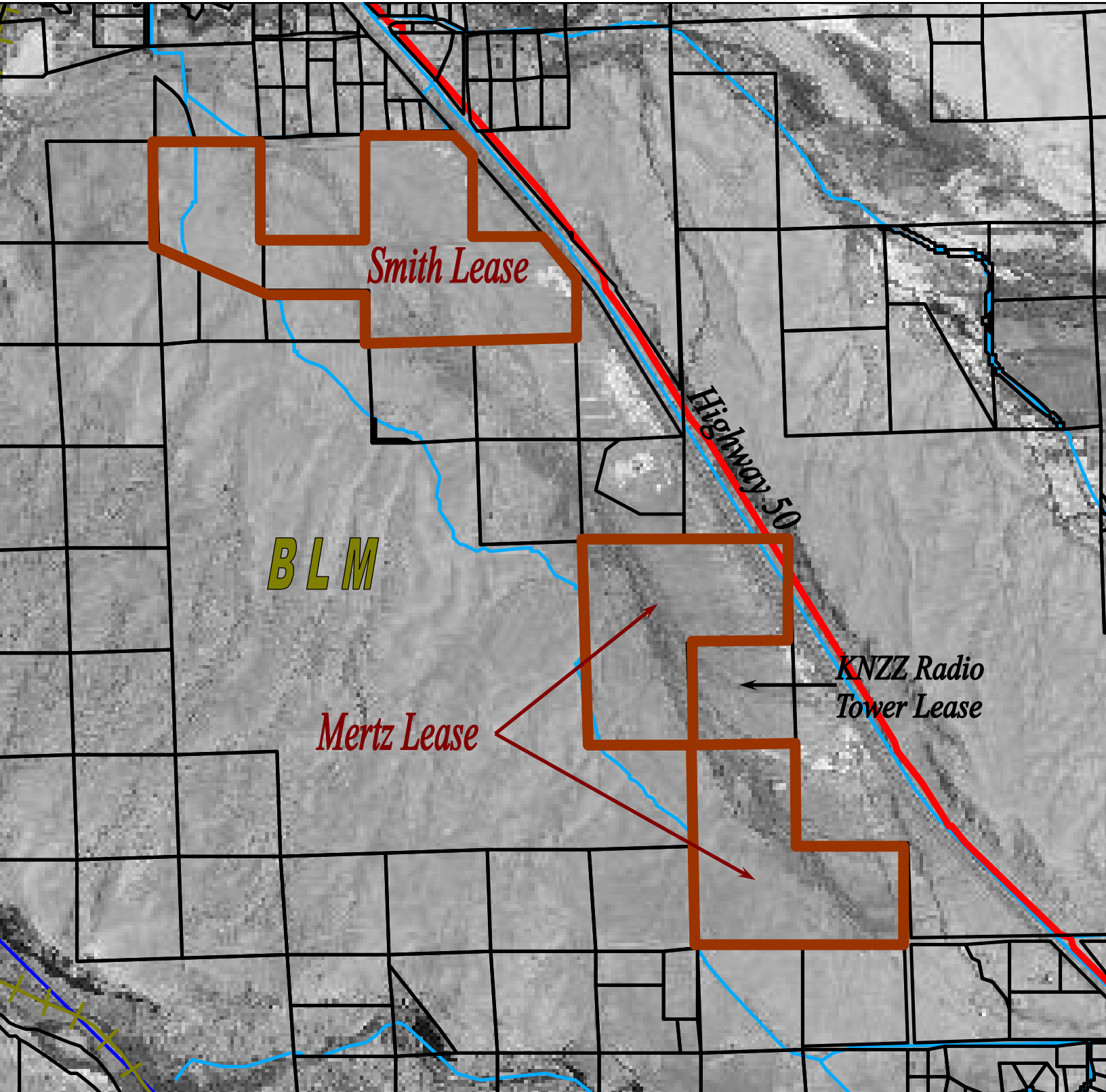
- All fences are intact and stock proof;
- Noxious weeds are virtually non-existent;
- Native plants are abundant and signs of natural revegetation are evident.

The proposed dry grazing leases will be for a period of three-years with options to extend the leases for an additional one-year term. Rental fees are based on the carrying capacity of the properties for livestock dry grazing purposes. The Mertz lease is limited to 18 Animal Units per Month (AUM's) at a rate of \$2.19 per AUM and the Smith lease is limited to 15 AUM's at a rate of \$2.19 per AUM. An AUM is one cow with calf over a one month period.

In addition to paying rent, both lessees are required to pay the general property taxes, all operational expenses and liability insurance.

WHITEWATER DRY-GRAZING LEASES

Vicinity Map



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A DRY GRAZING LEASE
OF CITY PROPERTY TO WILLIAM ARTHUR MERTZ**

Recitals.

The City of Grand Junction is the owner of the following described real property situated in the County of Mesa, State of Colorado, to wit:

The SE ¼ of the NE ¼ and the NE ¼ of the SE ¼ of Section 25, Township 2 South, Range 1 East of the Ute Meridian, AND ALSO Lots 2 and 4 in Section 30, Township 2 South, Range 2 East of the Ute Meridian, subject to a 25-foot wide nonexclusive easement for ingress and egress purposes across Lot 2 in said Section 30, the center line of said easement being more particular described as follows: Beginning at a point on the South line of said Lot 2 from whence the Southeast corner of said Lot 2 bears East a distance of 180.0 feet; thence running Northeasterly to a point on the East line of said Lot 2 from whence the Southeast corner of said Lot 2 bears South a distance of 260.0 feet, said point being the Point of Terminus of said Easement, excepting therefrom right-of-way for U.S. Highway No. 50.

The City Council deems it appropriate to lease the dry grazing rights associated with the above described property to William Arthur Mertz for a period of three (3) years, commencing on January 1, 2006, and expiring on December 31, 2008.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Dry Grazing Lease Agreement with William Arthur Mertz for a term of three-year, commencing on January 1, 2006 and expiring on December 31, 2008; provided, however, that in the event Mr. Mertz performs all of the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights associated with the Property at the expiration of said three-year term, the City may extend the term of the lease with Mr. Mertz for one (1) additional one-year period, subject to each and every term contained in the attached Dry Grazing Lease Agreement.

PASSED and ADOPTED this _____ day of _____, 2006.

Attest:

President of the Council

City Clerk

DRY GRAZING LEASE AGREEMENT

This Dry Grazing Lease Agreement is made and entered into as of the 1st day of January, 2006, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and William Arthur Mertz, hereinafter referred to as "Lessee".

Recitals.

- A. The City is the owner of certain real property in the County of Mesa, State of Colorado, as described on **Exhibit "A"** attached hereto and incorporated herein by reference, hereinafter referred to as "the Property".
- B. Lessee desires to lease from the City the dry grazing rights associated with the Property under the terms and conditions of this Dry Grazing Lease Agreement.
- C. The City has agreed to lease the dry grazing rights associated with the Property to Lessee under the terms and conditions of this Agreement.

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

- 1. Grant and Acceptance of Lease. The City hereby leases the dry grazing rights associated with the Property to Lessee, and Lessee hereby accepts and leases the dry grazing rights associated with the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property in accordance with the terms and conditions of this Agreement.
- 2. Term. The term of this Lease shall commence on January 1, 2006, and shall continue through December 31, 2008, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of Lessee as hereinafter set forth and in the event the City determines, at the City's sole discretion, to again lease the Property in accordance with the provisions of this Lease, Lessee shall have the first right of refusal to lease the dry grazing rights to the Property for the term commencing on January 1, 2009, and expiring on December 31, 2009, as more fully set forth in paragraph 12 below.
- 3. Reservations from Lease. The City reserves from this Lease and retains unto itself:
 - a. all oil, gas coal and other minerals and mineral rights underlying and/or appurtenant to the Property;
 - b. all hunting rights concerning the Property;

c. all rights to grant, sell, bargain, convey and dedicate any ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement;

d. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for the conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may have to compensation, including claims for damages, as a result of any condemnation; and

e. all water and water rights, ditches and ditch rights which are or may have been appurtenant to and/or connected with the Property.

4. Rent.

4.1 Lessee agrees to pay to the City as annual rent for the dry grazing rights associated with the Property, in addition to any and all other sums and expenses which Lessee shall be required to pay to fulfill Lessee's duties and obligations hereunder, the sum of \$475.00. All rental payments paid by Lessee to the City shall be delivered either by mail or personal deliver to:

City of Grand Junction Finance Department
Accounts Receivable
250 North 5th Street
Grand Junction, CO 81501-2668

All rental payments deposited by Lessee shall be clearly marked "City Property Dry Grazing Lease Payment".

4.2 In the event Lessee fails to pay the specified rental payment on or before November 15 of each respective year the lease of the dry grazing rights associated with the Property to Lessee shall automatically terminate and Lessee shall not have any further rights under this Agreement.

5. Lessee's Use and Occupancy of the Property. Lessee's use and occupancy of the Property shall be specifically limited to livestock dry grazing purposes and for no other purposes whatsoever. The amount(s) of livestock allowed on the Property shall not at any time exceed eighteen (18) Animal Units per Month ("AUM"). For the purposes of this Agreement, an AUM is one cow with calf over a one month period. Lessee shall not use or occupy the Property nor allow any other person to use or occupy the Property for any purpose prohibited by this Agreement or by the applicable laws of the United States of America, the State of Colorado, the County of Mesa or any other

governmental authority or any jurisdiction having authority over uses and activities conducted upon the Property.

6. Specific Duties and Obligations of Lessee. As consideration for the lease of the dry grazing rights associated with the Property, Lessee shall, at no cost or expense to the City:

6.1 Install, maintain and repair all fences and gates in a manner that will contain livestock. Lessee may install locks on all gates, provided, however, that Lessee shall provide the City with lock combinations and/or copies of keys to all locks installed by Lessee;

6.2 Maintain all aspects of the Property and keep the Property in a clean, safe and healthy condition and in compliance with all applicable codes, ordinances, regulations, rules and orders.

6.3 Timely pay any and all real estate, use and possessory taxes which may be levied upon and against the Property and any taxes or assessments levied against the livestock and other personal property of Lessee or any other leasehold interest acquired by Lessee under this Agreement.

6.4 Forever waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees, agents and assets for injury to or destruction of any property of Lessee or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any other person; and to indemnify, defend and hold the City and the City's officers, employees, agents and assets harmless from any and all fines, suits, procedures, claims, damages, actions, costs and expenses of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) in any manner arising out of or resulting from Lessee's use, occupancy, maintenance and improvement of the Property.

6.5 Not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation and storage of any hazardous, toxic or regulated substance or material, including, but not limited to, herbicides, pesticides and petroleum products. Lessee agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage of any such material or substance shall be reported immediately to the City. Lessee further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by Lessee.

6.6 Purchase and at all times during the term of this lease maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City and the City's officers, employees, agents and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property, including Lessee. Such insurance policy(ies) shall have terms

and amounts approved by the City's Risk Manager. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of Five Hundred Thousand Dollars (\$500,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "The City of Grand Junction, its officers, employees, agents and assets" as additional insureds. If a policy approved by the City's Risk Manager is not at all times in full force and effect during the term of this Lease, this Lease shall automatically terminate.

6.7 Care for Lessee's livestock in the highest standard of care and in a manner that will not over-graze the Property or otherwise cause deterioration or destruction to the Property. Lessee shall comply with all applicable regulations of the United States Department of Agriculture, Livestock laws and regulations of the State of Colorado, and any and all federal, state and county laws, ordinances and regulations which are applicable to the area in which the Property is located.

7. Use of Chemicals on the Property. Lessee shall not apply any chemicals on the Property, including, but not limited to, fertilizers, herbicides and pesticides, without the prior written consent of the City. Lessee shall at all times keep the City advised of chemicals used and/or stored on the Property, and shall further comply with all applicable rules, laws, regulations and orders, either now in force or hereinafter enacted, regulating the storage, use, application, transportation and disposal of any such chemicals.

8. Hazardous Substances.

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

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

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

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

9. Environmental Clean-Up.

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

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

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

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

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

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

9.2 Lessee shall indemnify, defend and hold the City, its officers, employees, agents and assets harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys,

consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

10. Condition of the Property.

10.1 Lessee affirms that Lessee has inspected the Property and has received the Property in good order and condition. Lessee further affirms that the condition of the Property is sufficient for the purposes of Lessee. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purposes of Lessee.

10.2 In the event the Property is damaged due fire, flood or any other act of nature or casualty, or if the Property is damaged to the extent that it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's sole and absolute risk.

11. Default, Sublet, Termination.

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

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

11.3 Lessee shall not assign or sublease this Lease or any right or privilege connected therewith, or allow any other person, except as provided herein and except the employees of Lessee, to occupy the Property or any part thereof. Any attempted assignment, sublease or permission to occupy the Property conveyed by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval of the City.

12. Option to Extend Lease. If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of the City, and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights to the Property at the expiration of the term as set forth in paragraph 2, the City hereby grants to Lessee an option to extend this Lease for one (1) additional one (1) year period, commencing on January 1, 2009, and expiring on December 31, 2009 ("second term"), upon the same terms and conditions of this Agreement or upon such other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for a second term, Lessee shall, on or before November 15, 2007, give written notice to the City of Lessee's desire and intention to lease the dry grazing rights associated with the Property for a second term.

13. Miscellaneous Provisions.

13.1 The City, by entering into this Dry Grazing Lease Agreement, does not part with its entire possession of the Property, but only so far as is necessary to enable Lessee to use and occupy the Property and to carry out the duties, obligations, terms and provisions of this Agreement. The City reserves the right to at reasonable times have its officers, employees and agents enter into and upon the Property and every part thereof and to do such acts and things as may be deemed necessary for the protection of the City's interests therein.

13.2 It is expressly agreed that this Lease is one of lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by Lessee. Lessee shall keep the Property free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall

save, indemnify and hold the City and the City's officers, employees, agents and assets harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the duties, obligations, terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code, rule or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City and the City's officers, employees, agents and assets harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

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

13.4 Lessee shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of Lessee's interest in any portion of the Property.

13.5 Unless otherwise agreed to by the parties in writing, all improvements placed upon, under or about the Property or attached to the Property by Lessee shall be and become part of the Property and shall be the sole and separate property of the City upon the expiration or termination of this Lease.

14. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, peaceably surrender the Property to City in good order, condition and state of repair. In the event Lessee fails, for whatever reason, to vacate and peaceably surrender the Property upon the expiration or termination of this Lease, Lessee agrees that Lessee shall pay to the City the sum of \$100.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$100.00 daily fee is an appropriate liquidated damages amount.

15. Enforcement, Partial Invalidity, Governing Law.

15.1 In the event the City uses its Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay any and all attorney fees, plus costs, including the costs of any experts.

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

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

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

To the City:

City of Grand Junction
Attn: Real Estate Manager
250 North 5th Street
Grand Junction, CO 81501-2668

With Copy to:

City of Grand Junction
Attn: City Attorney
250 North 5th Street
Grand Junction, CO 81501-2668

To Lessee:

Mr. William Arthur Mertz
P.O. Box 204
Clifton, CO 81520-0204

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

17. Legal Counsel / Ambiguities. The City and Lessee have each obtained the advice of its/their own legal and tax counsel regarding this Agreement or has knowingly declined to do so. Therefore, the parties agree that the rule of construing ambiguities against the drafter shall have no application to this Agreement.

18. Total Agreement; Applicable to Successors. This Dry Grazing Lease Agreement contains the entire agreement between the parties. All representations made by any officer, agent or employee of either party, unless included herein, are null and void and of no effect. Except for automatic expiration or termination, this Agreement may not be changed, altered or modified except by a written instrument subsequently executed by both parties. This Dry Grazing Lease Agreement and the duties, obligations, terms and conditions hereof apply to and shall be binding upon the respective heirs, successors and authorized assigns of both parties.

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

Grand Junction,
Attest:
rule municipality

The City of
a Colorado home

City Clerk
City Manager

Lessee:

Arthur Mertz

William

EXHIBIT "A"

DESCRIPTION OF "THE PROPERTY"

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Township 2 South, Range 1 East of the Ute Meridian,

AND ALSO

Lots 2 and 4 in Section 30, Township 2 South, Range 2 East of the Ute Meridian, subject to a 25-foot wide nonexclusive easement for ingress and egress purposes across Lot 2 in said Section 30, the center line of said easement being more particular described as follows: Beginning at a point on the South line of said Lot 2 from whence the Southeast corner of said Lot 2 bears East a distance of 180.0 feet; thence running Northeasterly to a point on the East line of said Lot 2 from whence the Southeast corner of said Lot 2 bears South a distance of 260.0 feet, said point being the Point of Terminus of said Easement, excepting therefrom right-of-way for U.S. Highway No. 50.

All in the County of Mesa, State of Colorado.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A DRY GRAZING LEASE
OF CITY PROPERTY TO SALLY MARIE SMITH**

Recitals.

The City of Grand Junction is the owner of the following described real property situated in Township 2 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, to wit:

In Section 23: The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, AND ALSO, commencing at a point which is 90.0 feet South of the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23; thence North to the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23; thence East a distance of 1320.0 feet to the Northeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23; thence South a distance of 630.0 feet to a point on the East line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23; thence Northwesterly in a straight line to the Point of Beginning, AND ALSO

In Section 24: The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the East 25.0 feet of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, AND ALSO, a nonexclusive easement for ingress and egress purposes which is more particularly described as follows: The South 35.0 feet of Lots 30 through 36 of Meserve Fruit Tracts lying South and West of U.S. Highway No. 50, AND ALSO, a strip of land 50.0 feet in width lying South and West and adjacent to the Southwesterly right-of-way line for U.S. Highway No. 50, said strip of land being across Lots 35 and 36 of Meserve Fruit Tracts, excepting therefrom the North 25.0 feet of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 24.

The City Council deems it appropriate to lease the dry grazing rights associated with the above described property to Sally Marie Smith for a period of one (3) year period, commencing on January 1, 2006, and expiring on December 31, 2008.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Dry Grazing Lease Agreement with Sally Marie Smith for a term of one-year, commencing on January 1, 2006 and expiring on December 31, 2008; provided, however, that in the event Ms. Smith performs all of the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights associated with the Property at the expiration of said one-year term, the City may extend the term of the lease with Ms. Smith for one (1) additional one-year period, subject to each and every term contained in the attached Dry Grazing Lease Agreement.

PASSED and ADOPTED this _____ day of _____
_____, 2006

Attest:

President of the Council

City Clerk

DRY GRAZING LEASE AGREEMENT

This Dry Grazing Lease Agreement is made and entered into as of the 1st day of January, 2006, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as “the City”, and Sally Marie Smith, hereinafter referred to as “Lessee”.

Recitals.

- A. The City is the owner of certain real property in the County of Mesa, State of Colorado, as described on **Exhibit “A”** attached hereto and incorporated herein by reference, hereinafter referred to as “the Property”.
- B. Lessee desires to lease from the City the dry grazing rights associated with the Property under the terms and conditions of this Dry Grazing Lease Agreement.
- C. The City has agreed to lease the dry grazing rights associated with the Property to Lessee under the terms and conditions of this Agreement.

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

- 1. Grant and Acceptance of Lease. The City hereby leases the dry grazing rights associated with the Property to Lessee, and Lessee hereby accepts and leases the dry grazing rights associated with the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property in accordance with the terms and conditions of this Agreement.
- 2. Term. The term of this Lease shall commence on January 1, 2006, and shall continue through December 31, 2008, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of Lessee as hereinafter set forth and in the event the City determines, at the City’s sole discretion, to again lease the Property in accordance with the provisions of this Lease, Lessee shall have the first right of refusal to lease the dry grazing rights to the Property for the term commencing on January 1, 2009, and expiring on December 31, 2009, as more fully set forth in paragraph 12 below.
- 3. Reservations from Lease. The City reserves from this Lease and retains unto itself:
 - a. all oil, gas coal and other minerals and mineral rights underlying and/or appurtenant to the Property;
 - b. all hunting rights concerning the Property;

c. all rights to grant, sell, bargain, convey and dedicate any ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement;

d. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for the conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may have to compensation, including claims for damages, as a result of any condemnation; and

e. all water and water rights, ditches and ditch rights which are or may have been appurtenant to and/or connected with the Property.

4. Rent.

4.1 Lessee agrees to pay to the City as annual rent for the dry grazing rights associated with the Property, in addition to any and all other sums and expenses which Lessee shall be required to pay to fulfill Lessee's duties and obligations hereunder, the sum of \$395.00. All rental payments paid by Lessee to the City shall be delivered either by mail or personal deliver to:

City of Grand Junction Finance Department
Accounts Receivable
250 North 5th Street
Grand Junction, CO 81501-2668

All rental payments deposited by Lessee shall be clearly marked "City Property Dry Grazing Lease Payment".

4.2 In the event Lessee fails to pay the specified rental payment on or before November 15, of each respective year, the lease of the dry grazing rights associated with the Property to Lessee shall automatically terminate and Lessee shall not have any further rights under this Agreement.

5. Lessee's Use and Occupancy of the Property. Lessee's use and occupancy of the Property shall be specifically limited to livestock dry grazing purposes and for no other purposes whatsoever. The amount(s) of livestock allowed on the Property shall not at any time exceed fifteen (15) Animal Units per Month ("AUM"). For the purposes of this Agreement, an AUM is one cow with calf over a one month period. Lessee shall not use or occupy the Property nor allow any other person to use or occupy the Property for any purpose prohibited by this Agreement or by the applicable laws of the United States of America, the State of Colorado, the County of Mesa or any other

governmental authority or any jurisdiction having authority over uses and activities conducted upon the Property.

6. Specific Duties and Obligations of Lessee. As consideration for the lease of the dry grazing rights associated with the Property, Lessee shall, at no cost or expense to the City:

6.1 Install, maintain and repair all fences and gates in a manner that will contain livestock. Lessee may install locks on all gates, provided, however, that Lessee shall provide the City with lock combinations and/or copies of keys to all locks installed by Lessee;

6.2 Maintain all aspects of the Property and keep the Property in a clean, safe and healthy condition and in compliance with all applicable codes, ordinances, regulations, rules and orders.

6.3 Timely pay any and all real estate, use and possessory taxes which may be levied upon and against the Property and any taxes or assessments levied against the livestock and other personal property of Lessee or any other leasehold interest acquired by Lessee under this Agreement.

6.4 Forever waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees, agents and assets for injury to or destruction of any property of Lessee or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any other person; and to indemnify, defend and hold the City and the City's officers, employees, agents and assets harmless from any and all fines, suits, procedures, claims, damages, actions, costs and expenses of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) in any manner arising out of or resulting from Lessee's use, occupancy, maintenance and improvement of the Property.

6.5 Not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation and storage of any hazardous, toxic or regulated substance or material, including, but not limited to, herbicides, pesticides and petroleum products. Lessee agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage of any such material or substance shall be reported immediately to the City. Lessee further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by Lessee.

6.6 Purchase and at all times during the term of this lease maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City and the City's officers, employees, agents and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property, including Lessee. Such insurance policy(ies) shall have terms

and amounts approved by the City's Risk Manager. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of Five Hundred Thousand Dollars (\$500,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "The City of Grand Junction, its officers, employees, agents and assets" as additional insureds. If a policy approved by the City's Risk Manager is not at all times in full force and effect during the term of this Lease, this Lease shall automatically terminate.

6.7 Care for Lessee's livestock in the highest standard of care and in a manner that will not over-graze the Property or otherwise cause deterioration or destruction to the Property. Lessee shall comply with all applicable regulations of the United States Department of Agriculture, Livestock laws and regulations of the State of Colorado, and any and all federal, state and county laws, ordinances and regulations which are applicable to the area in which the Property is located.

7. Use of Chemicals on the Property. Lessee shall not apply any chemicals on the Property, including, but not limited to, fertilizers, herbicides and pesticides, without the prior written consent of the City. Lessee shall at all times keep the City advised of chemicals used and/or stored on the Property, and shall further comply with all applicable rules, laws, regulations and orders, either now in force or hereinafter enacted, regulating the storage, use, application, transportation and disposal of any such chemicals.

8. Hazardous Substances.

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

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

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

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

9. Environmental Clean-Up.

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

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

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

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

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

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

9.2 Lessee shall indemnify, defend and hold the City, its officers, employees, agents and assets harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys,

consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

10. Condition of the Property.

10.1 Lessee affirms that Lessee has inspected the Property and has received the Property in good order and condition. Lessee further affirms that the condition of the Property is sufficient for the purposes of Lessee. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purposes of Lessee.

10.2 In the event the Property is damaged due fire, flood or any other act of nature or casualty, or if the Property is damaged to the extent that it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's sole and absolute risk.

11. Default, Sublet, Termination.

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

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

11.3 Lessee shall not assign or sublease this Lease or any right or privilege connected therewith, or allow any other person, except as provided herein and except the employees of Lessee, to occupy the Property or any part thereof. Any attempted assignment, sublease or permission to occupy the Property conveyed by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval of the City.

12. Option to Extend Lease. If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of the City, and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights to the Property at the expiration of the term as set forth in paragraph 2, the City hereby grants to Lessee an option to extend this Lease for one (1) additional one (1) year period, commencing on January 1, 2009, and expiring on December 31, 2009 ("second term"), upon the same terms and conditions of this Agreement or upon such other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for a second term, Lessee shall, on or before November 15, 2009, give written notice to the City of Lessee's desire and intention to lease the dry grazing rights associated with the Property for a second term.

13. Miscellaneous Provisions.

13.1 The City, by entering into this Dry Grazing Lease Agreement, does not part with its entire possession of the Property, but only so far as is necessary to enable Lessee to use and occupy the Property and to carry out the duties, obligations, terms and provisions of this Agreement. The City reserves the right to at reasonable times have its officers, employees and agents enter into and upon the Property and every part thereof and to do such acts and things as may be deemed necessary for the protection of the City's interests therein.

13.2 It is expressly agreed that this Lease is one of lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by Lessee. Lessee shall keep the Property free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall

save, indemnify and hold the City and the City's officers, employees, agents and assets harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the duties, obligations, terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code, rule or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City and the City's officers, employees, agents and assets harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

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

13.4 Lessee shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of Lessee's interest in any portion of the Property.

13.5 Unless otherwise agreed to by the parties in writing, all improvements placed upon, under or about the Property or attached to the Property by Lessee shall be and become part of the Property and shall be the sole and separate property of the City upon the expiration or termination of this Lease.

14. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, peaceably surrender the Property to City in good order, condition and state of repair. In the event Lessee fails, for whatever reason, to vacate and peaceably surrender the Property upon the expiration or termination of this Lease, Lessee agrees that Lessee shall pay to the City the sum of \$100.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$100.00 daily fee is an appropriate liquidated damages amount.

15. Enforcement, Partial Invalidity, Governing Law.

15.1 In the event the City uses its Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay any and all attorney fees, plus costs, including the costs of any experts.

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

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

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

To the City:

City of Grand Junction
Attn: Real Estate Manager
250 North 5th Street
Grand Junction, CO 81501-2668

With Copy to:

City of Grand Junction
Attn: City Attorney
250 North 5th Street
Grand Junction, CO 81501-2668

To Lessee:

Ms Sally Marie Smith
33129 Mill Tailing Road
Whitewater, CO 81527-9409

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

17. Legal Counsel / Ambiguities. The City and Lessee have each obtained the advice of its/their own legal and tax counsel regarding this Agreement or has knowingly declined to do so. Therefore, the parties agree that the rule of construing ambiguities against the drafter shall have no application to this Agreement.

18. Total Agreement; Applicable to Successors. This Dry Grazing Lease Agreement contains the entire agreement between the parties. All representations made by any officer, agent or employee of either party, unless included herein, are null and void and of no effect. Except for automatic expiration or termination, this Agreement may not be changed, altered or modified except by a written instrument subsequently executed by both parties. This Dry Grazing Lease Agreement and the duties, obligations, terms and conditions hereof apply to and shall be binding upon the respective heirs, successors and authorized assigns of both parties.

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

Grand Junction,
Attest:
rule municipality

The City of
a Colorado home

City Clerk
City Manager

Lessee:

Sally Marie

Smith

EXHIBIT "A"

DESCRIPTION OF "THE PROPERTY"

Township 2 South, Range 1 East of the Ute Meridian:

In Section 23: The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, AND ALSO, commencing at a point which is 90.0 feet South of the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23; thence North to the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23; thence East a distance of 1320.0 feet to the Northeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23; thence South a distance of 630.0 feet to a point on the East line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23; thence Northwesterly in a straight line to the Point of Beginning,

AND ALSO

In Section 24: The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the East 25.0 feet of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$,

AND ALSO,

A nonexclusive easement for ingress and egress purposes which is more particularly described as follows: The South 35.0 feet of Lots 30 through 36 of Meserve Fruit Tracts lying South and West of U.S. Highway No. 50,

AND ALSO,

A strip of land 50.0 feet in width lying South and West and adjacent to the Southwesterly right-of-way line for U.S. Highway No. 50, said strip of land being across Lots 35 and 36 of Meserve Fruit Tracts, excepting therefrom the North 25.0 feet of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 24.

All in the County of Mesa, State of Colorado

Attach 3

Orr Rezone, Located at 498 Patterson Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Orr Rezone located at 498 Patterson Road						
Meeting Date	October 4, 2006						
Date Prepared	September 20, 2006			File #RZ-2006-228			
Author	Ronnie Edwards		Associate Planner				
Presenter Name	Ronnie Edwards		Associate Planner				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Request to rezone .322 acres, located at 498 Patterson Road, from RMF-5 (Residential Multi-Family, 5 units per acre) to B-1 (Neighborhood Business).

Budget: N/A

Action Requested/Recommendation: Introduce a proposed ordinance and set a public hearing for October 18, 2006.

Attachments:

1. Vicinity Map/Aerial Map
2. Growth Plan/Zoning Map
3. Zoning Ordinance

BACKGROUND INFORMATION				
Location:		498 Patterson Road		
Applicants:		Dr. Robert Orr		
Existing Land Use:		Vacant		
Proposed Land Use:		Expansion of Medical Office Parking		
Surrounding Land Use:	North	Residential Single Family/Vacant		
	South	St. Mary's Hospital Complex/Residential		
	East	Medical Offices		
	West	Residential Single Family		
Existing Zoning:		RMF-5		
Proposed Zoning:		B-1		
Surrounding Zoning:	North	RMF-5		
	South	PD and RSF-4		
	East	B-1		
	West	RMF-5		
Growth Plan Designation:		Commercial		
Zoning within density range?		N/A	Yes	No

1. BACKGROUND:

The subject property was annexed in February of 1977 with the Patterson Road Enclave and was zoned R-1-A, which allowed only one single family residence per parcel. The City changed the zoning designations in 1981 and R-1-A became what is now our current RSF-4 zone district. The zoning map underwent revisions in 1997 and this area of RSF-4 was changed to RSF-5. With the adoption of the revised Zoning and Development Code in 2000, the RSF-5 became RMF-5. The residential zoning corresponded with the residential use until the structure was removed this past year.

The request for B-1 zoning would allow various neighborhood businesses, as long as all site development was in conformance with the Zoning and Development Code. The applicant is requesting B-1 zoning in anticipation of a parking lot for his medical facility to accommodate employees and patients. This would be a separate review process for site development should these plans materialize.

The Future Land Use Map designation for the subject property is Commercial. The B-1 (Neighborhood Business) zone district is consistent with the Commercial

designation and would provide a transition from the residential uses and the commercial uses to the east and the St. Mary's Medical complex to the southeast.

2. Consistency with the Growth Plan:

The B-1 zone district is consistent with the following Growth Plan policies and will provide a development transition between adjacent uses.

Policy 1.3 states that City decisions about the type and intensity of land uses will be consistent with the Future Land Use Map and Plan policies.

Policy 5.2 states that the City will encourage development that uses existing facilities and is compatible with existing development.

Policy 8.10 states that the City should encourage the growth and development of retail, office and service uses related to hospital operations. Retail businesses should be of an appropriate scale to serve the needs of clients, employees and visitors to the hospital and adjacent medical offices.

Policy 10.1 states the City will encourage redevelopment of transitional areas in accordance with the Future Land Use Map.

3. Section 2.6.A of the Zoning and Development Code:

Zone requests must meet all of the following criteria for approval:

A. *The existing zoning was in error at the time of adoption; or*

The existing zone district was imposed as part of an annexation enclave and corresponded with the residential uses at that time.

B. *There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.*

Property in the area to the east and south has been developing as commercial and planned development, which is consistent with the Growth Plan. Traffic has increased along Patterson Road with the commercial uses and the steady expansion growth of the St. Mary's Medical facilities demonstrates future growth trends. This rezone request could provide a transition between the intensity of uses.

- C. *The proposed rezone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations;*

The proposed rezone is within the allowable intensity range recommended by the Growth Plan. The proposed zone district of B-1 supports the land use classification of Commercial and is consistent with the goals and policies of the Growth Plan and the Future Land Use Map. This criterion must be considered in conjunction with criterion 4, which requires that public facilities and services are available when the impacts of any proposed development are realized. Staff has determined that public infrastructure can address the impacts of development consistent with the B-1 zone district.

- D. *Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning;*

Adequate public facilities will be made available concurrent with the projected impacts of the proposed development

- E. *The supply of comparably zoned land in the surrounding area is inadequate to accommodate the community's needs; and*

There is comparably zoned land adjacent to the east and this request to rezone to B-1 will make the zone designation consistent with the Future Land Use Map designation. The B-1 zone district would restrict the intensity of commercial uses adjacent to the residential zoning and uses.

- F. *The community or neighborhood will benefit from the proposed zone.*

The proposed rezone would allow for future development of a vacant lot and the requested rezone would bring the subject property into conformance with the Growth Plan.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Orr Rezone application, #RZ-2006-228, Staff makes the following findings of fact:

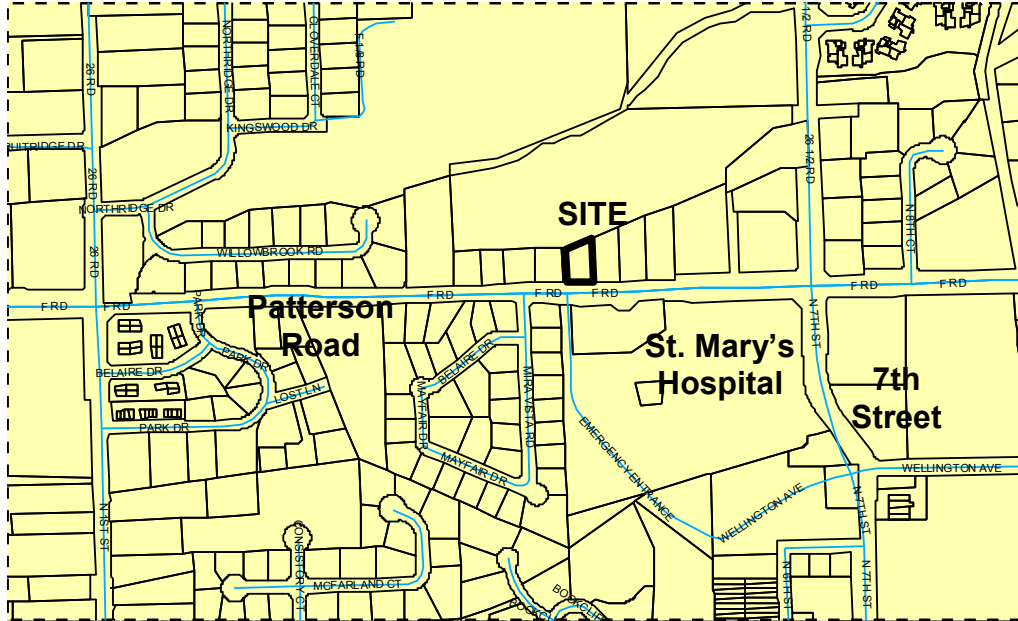
1. The requested rezone is consistent with the Growth Plan.
2. The review criteria in Section 2.6.A of the Zoning and Development Code have been met.

PLANNING COMMISSION RECOMMENDATION:

At their September 26, 2006 hearing, the Planning Commission recommended approval of the request for the rezone.

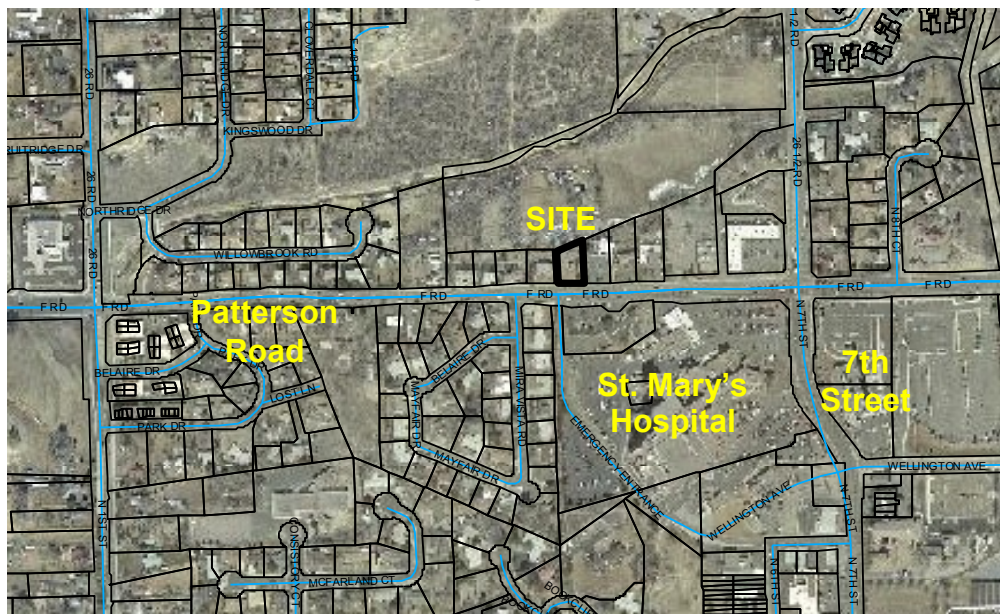
Site Location Map

Figure 1



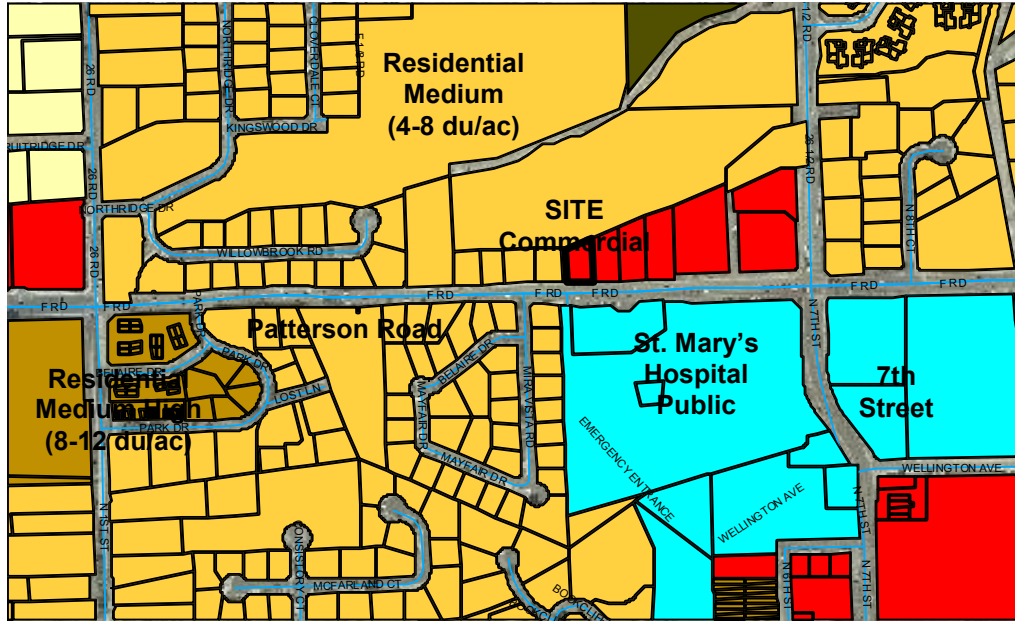
Aerial Photo Map

Figure 2



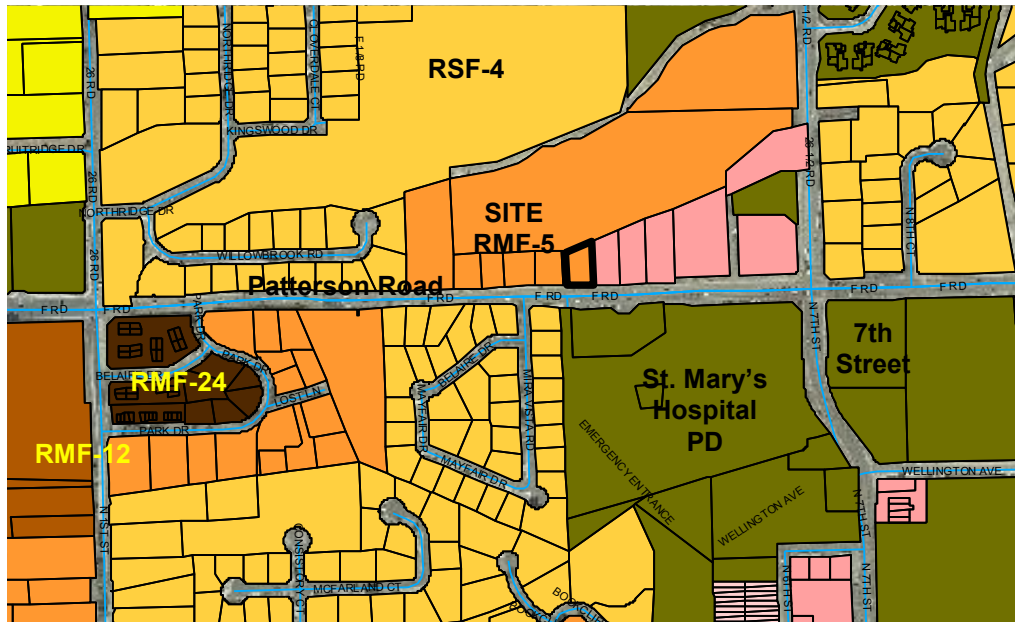
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING PROPERTY KNOWN AS THE ORR REZONE .322
ACRES, LOCATED AT 498 PATTERSON ROAD, FROM RMF-5 TO B-1**

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the rezone request from RMF-5 (Residential Multi-Family, 5 du/ac) to B-1 (Neighborhood Business).

After public notice and public hearing before the Grand Junction City Council, City Council finds the rezone request meets the goals and policies and future land use as set forth by the Growth Plan. City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL DESCRIBED BELOW IS HEREBY REZONED B-1 (NEIGHBORHOOD BUSINESS).

Lot 10, Fairmount Heights Subdivision, Mesa County, Colorado.

Introduced on first reading on the 4th day of October, 2006.

PASSES and ADOPTED on second reading this _____ day of _____, 2006.

Attest:

City Clerk

President of the Council

Attach 4

Thunderbrook Annexation, Located at 3061 and 3061 1/2 F 1/2 Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Thunderbrook Annexation - Located at 3061 and 3061 1/2 F 1/2 Road					
Meeting Date		October 4, 2006					
Date Prepared		September 28, 2006			File #GPA-2006-238		
Author		Faye Hall		Associate Planner			
Presenter Name		Faye Hall		Associate Planner			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Request to annex 15.60 acres, located at 3061 and 3061 1/2 F 1/2 Road. The Thunderbrook Annexation consists of two parcels.

Budget: N/A

Action Requested/Recommendation: Adopt a Resolution referring the petition for the Thunderbrook Annexation and introduce the proposed Ordinance and set a hearing for November 15, 2006.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. Annexation / Location Map; Aerial Photo
3. Growth Plan Map; Zoning Map
4. Resolution Referring Petition
5. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION					
Location:		3061 & 3061 ½ Road			
Applicants:		Owners: Gary Rinderle, Darien Marx, Yvonne Herrera Representative: Rhino Engineering – Janet Carter			
Existing Land Use:		Residential & Vacant			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Thunder Mountain Elementary			
	South	Residential			
	East	Residential			
	West	Residential			
Existing Zoning:		County RSF-R			
Proposed Zoning:		City RSF-4			
Surrounding Zoning:	North	County RSF-R			
	South	County RSF-4 & City RSF-4			
	East	City RSF-4			
	West	County PUD			
Growth Plan Designation:		Residential Medium Low & Public (going through growth plan amendment to residential medium low)			
Zoning within density range?		X	Yes		No

Staff Analysis:

ANNEXATION:

This annexation area consists of 15.60 acres of land and is comprised of two parcels. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

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

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;

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

The following annexation and zoning schedule is being proposed.

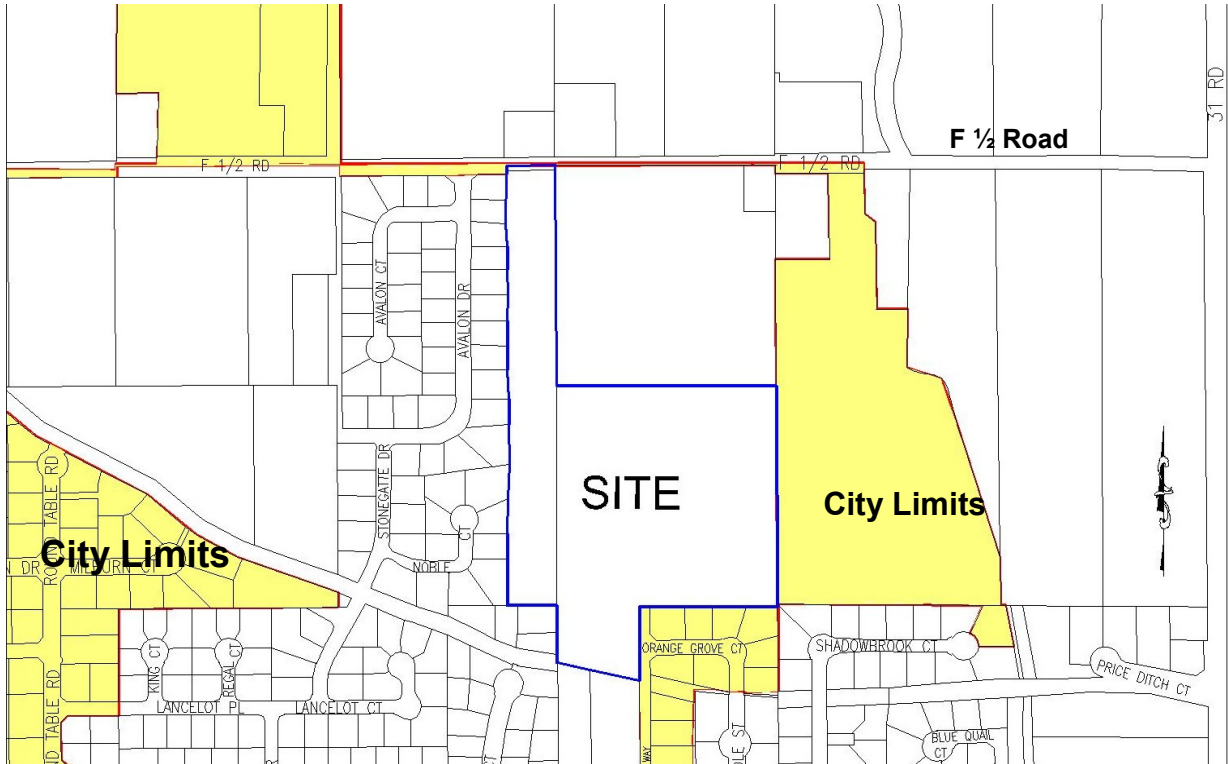
<i>ANNEXATION SCHEDULE</i>	
October 4, 2006	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
October 24, 2006	Planning Commission considers Zone of Annexation & Growth Plan Amendment recommendation
November 1, 2006	Introduction Of A Proposed Ordinance on Zoning by City Council & decision on Growth Plan Amendment
November 15, 2006	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
December 17, 2006	Effective date of Annexation and Zoning

THUNDERBROOK ANNEXATION SUMMARY

File Number:		GPA-2006-238
Location:		3061 & 3061 ½ F ½ Road
Tax ID Number:		2943-044-00-206 & 2943-044-00-153
Parcels:		2
Estimated Population:		2
# of Parcels (owner occupied):		2
# of Dwelling Units:		1
Acres land annexed:		15.60
Developable Acres Remaining:		15.52
Right-of-way in Annexation:		.09 ac (3899 sq ft)
Previous County Zoning:		RSF-R
Proposed City Zoning:		RSF-4
Current Land Use:		Residential & Vacant
Future Land Use:		Residential
Values:	Assessed:	\$44,100
	Actual:	\$279,160
Address Ranges:		3061 & 3061 ½ F ½ Rd
Special Districts:	Water:	Clifton
	Sewer:	Central Grand Valley
	Fire:	Clifton Fire
	Irrigation/ Drainage:	Grand Junction Drainage Grand Valley Irrigation
	School:	District 51
	Pest:	Grand River Mosquito

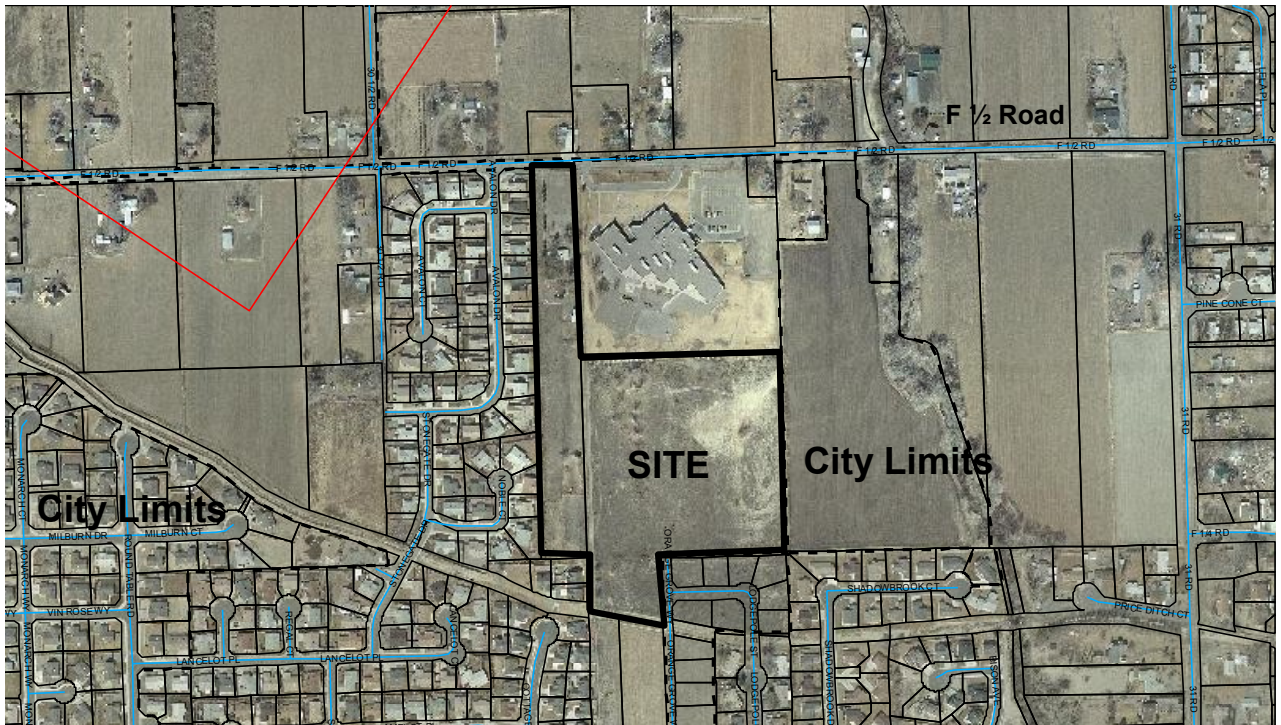
Site Location Map

Figure 1



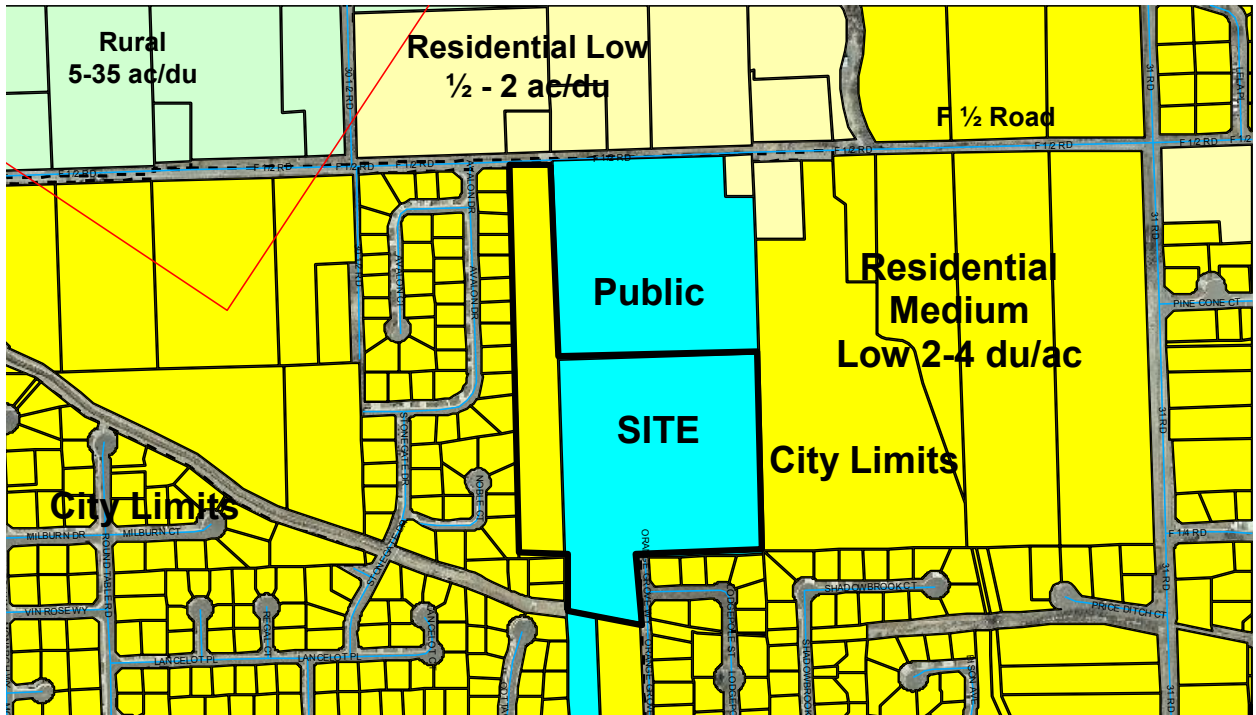
Aerial Photo Map

Figure 2



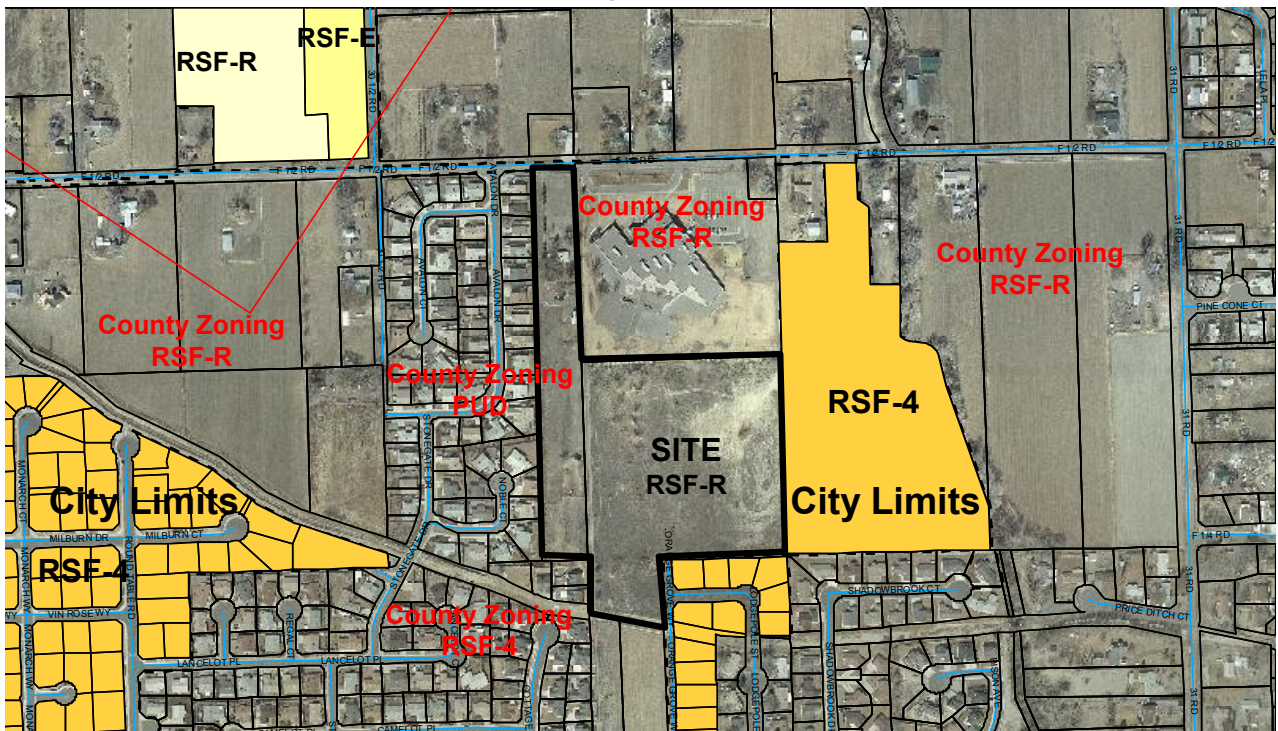
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 4th of October, 2006, the following Resolution was adopted:

RESOLUTION NO. ____

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

THUNDERBROOK ANNEXATION

LOCATED AT 3061 and 3061 ½ F ½ ROAD.

WHEREAS, on the 4th day of October, 2006, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

THUNDERBROOK ANNEXATION

A certain parcel of land located in the Southeast Quarter (SE1/4) of Section 4, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 4 and assuming the South line of the NW1/4 SE1/4 of said Section 4 bears N89°55'11"W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N89°55'11"W along the South line of the NW1/4 SE1/4 of said Section 4 a distance of 412.85 feet to the Northwest corner of Orange Grove Subdivision, as same is recorded in Book 3757, Page 626, Public Records of Mesa County Colorado; thence S00°08'54"E along the West line of said Orange Grove Subdivision, a distance of 216.87 feet to the centerline of Price Ditch as described in Book 1959, Pages 973-979, Public Records of Mesa County Colorado; thence N77°10'53"W along said centerline, a distance of 56.75 feet; thence along said centerline, 141.11 feet along the arc of a 5729.58 foot radius curve concave South, having a central angle of 01°24'39" and a chord bearing N77°53'12"W a distance of 141.09 feet; thence N78°28'26"W along said centerline a distance of 56.37 feet to a point on the East line of Cottage Meadows Filing Two, as same is recorded in Plat Book 16, Pages 193-194, Public Records of Mesa County Colorado; thence N00°08'39"W along said East line, a distance of 163.84 feet to the Northeast corner of Lot 9 of said Cottage Meadows Filing Two; thence N89°55'11"W along the North line of said Cottage Meadows Filing Two, a distance of 150.88 feet to the Southeast corner of Lot 34 of Stonegate Subdivision Filing No. 3, as same is recorded in Book 14, Pages 122-123, Public Records of Mesa County Colorado; thence N00°09'40"W along the East line of said Stonegate Subdivision Filing No. 3, a distance of 1312.44 feet to a point on a line being 4.00 feet South and parallel with the North line of NW 1/4 SE 1/4 of said Section 4 and also being the South line of the Thunder Hog Estates Annexation No. 2, City of Grand Junction, Ordinance No. 3909; thence N89°58'34"E along said parallel line a distance of 150.04 feet to a point on the East line of that certain parcel of land as described in Book 3825, Page 739, Public Records of Mesa County Colorado; thence

S00°11'03"E along said East line, a distance of 654.39 feet to the Northwest corner of that certain parcel of land as described in Book 3987, Page 613, Public Records of Mesa County Colorado; thence S89°58'36"E along the North line of said parcel, a distance of 660.67 feet to the Northeast corner of said parcel and being a point on the East line of NW 1/4 SE 1/4 of said Section 4; thence S00°14'52"E along the East line of the NW1/4 SE1/4 of said Section 4, a distance of 658.98 feet, more or less to the POINT OF BEGINNING.

Said parcel contains 15.60 acres (679,875 square feet), more or less, as described.

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

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

1. That a hearing will be held on the 15th day of November, 2006, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the _____ day of _____, 2006.

Attest:

President of the Council

City Clerk

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

City Clerk

<i>DATES PUBLISHED</i>
October 6, 2006
October 13, 2006
October 20, 2006
October 27, 2006

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

THUNDERBROOK ANNEXATION

APPROXIMATELY 15.60 ACRES

LOCATED AT 3061 and 3061 ½ F ½ ROAD

WHEREAS, on the 4th day of October, 2006, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 15th day of November, 2006; and

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

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

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

THUNDERBROOK ANNEXATION

A certain parcel of land located in the Southeast Quarter (SE1/4) of Section 4, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 4 and assuming the South line of the NW1/4 SE1/4 of said Section 4 bears N89°55'11"W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N89°55'11"W along the South line of the NW1/4 SE1/4 of said Section 4 a distance of 412.85 feet to the Northwest corner of Orange Grove Subdivision, as same is recorded in Book 3757, Page 626, Public Records of Mesa County Colorado; thence S00°08'54"E along the West line of said Orange Grove Subdivision, a distance of 216.87 feet to the centerline of Price Ditch as described in Book 1959, Pages 973-979, Public Records of Mesa County Colorado;

thence N77°10'53"W along said centerline, a distance of 56.75 feet; thence along said centerline, 141.11 feet along the arc of a 5729.58 foot radius curve concave South, having a central angle of 01°24'39" and a chord bearing N77°53'12"W a distance of 141.09 feet; thence N78°28'26"W along said centerline a distance of 56.37 feet to a point on the East line of Cottage Meadows Filing Two, as same is recorded in Plat Book 16, Pages 193-194, Public Records of Mesa County Colorado; thence N00°08'39"W along said East line, a distance of 163.84 feet to the Northeast corner of Lot 9 of said Cottage Meadows Filing Two; thence N89°55'11"W along the North line of said Cottage Meadows Filing Two, a distance of 150.88 feet to the Southeast corner of Lot 34 of Stonegate Subdivision Filing No. 3, as same is recorded in Book 14, Pages 122-123, Public Records of Mesa County Colorado; thence N00°09'40"W along the East line of said Stonegate Subdivision Filing No. 3, a distance of 1312.44 feet to a point on a line being 4.00 feet South and parallel with the North line of NW 1/4 SE 1/4 of said Section 4 and also being the South line of the Thunder Hog Estates Annexation No. 2, City of Grand Junction, Ordinance No. 3909; thence N89°58'34"E along said parallel line a distance of 150.04 feet to a point on the East line of that certain parcel of land as described in Book 3825, Page 739, Public Records of Mesa County Colorado; thence S00°11'03"E along said East line, a distance of 654.39 feet to the Northwest corner of that certain parcel of land as described in Book 3987, Page 613, Public Records of Mesa County Colorado; thence S89°58'36"E along the North line of said parcel, a distance of 660.67 feet to the Northeast corner of said parcel and being a point on the East line of NW 1/4 SE 1/4 of said Section 4; thence S00°14'52"E along the East line of the NW1/4 SE1/4 of said Section 4, a distance of 658.98 feet, more or less to the POINT OF BEGINNING.

Said parcel contains 15.60 acres (679,875 square feet), more or less, as described.

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

INTRODUCED on first reading on the ____ day of _____, 2006 and ordered published.

ADOPTED on second reading the ____ day of _____, 2006.

Attest:

President of the Council

City Clerk

Attach 5

Continue Baldwin Annexation, Located at 2102 and 2108 Highway 6 & 50

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Request to continue Baldwin Annexation located at 2102 and 2108 Highway 6 & 50						
Meeting Date	October 4, 2006						
Date Prepared	September 28, 2006				File #ANX-2006-182		
Author	Faye Hall			Associate Planner			
Presenter Name	Faye Hall			Associate Planner			
Report results back to Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When		
Citizen Presentation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name		
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: Request to Continue the Baldwin Annexation to the October 18, 2006 City Council Meeting. The request to continue is to allow additional time to clarify boundary issues with the adjacent neighbor to the North.

Budget: N/A

Action Requested/Recommendation: Continue the adoption of the Resolution accepting the Petition for the Baldwin Annexation and Public Hearing to consider Final Passage of the Annexation and Zoning Ordinances to the October 18, 2006 City Council Meeting.

Attach 6

Beagley Rezone, Located at 2936 D 1/2 Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Beagley Rezone, located at 2936 D 1/2 Road					
Meeting Date		October 4, 2006					
Date Prepared		September 28, 2006			File # RZ-2006-227		
Author		Adam Olsen		Associate Planner			
Presenter Name		Adam Olsen		Associate Planner			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X		Formal Agenda	X	Consent	Individual Consideration

Summary: Request to rezone 0.84 acres, located at 2936 D 1/2 Road from RSF-4 (Residential Single Family 4 du/acre) to RMF-8 (Residential Multi Family 8 du/ac).

Budget: N/A

Action Requested/Recommendation: Introduce the proposed ordinance and set a hearing for October 18, 2006.

Background Information: See attached Staff Report/Background Information.

Attachments:

1. Staff Report/Background Information
2. Site Location Map / Aerial Photo Map
3. Future Land Use Map / Zoning Map
4. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
Location:		2936 D ½ Road	
Applicant:		Owner: Tom & Vicki Holley Representative: Zeck Homes, Inc.	
Existing Land Use:		Residential/Agriculture	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Agriculture	
	South	Residential/Agriculture	
	East	Residential/Agriculture	
	West	Residential/Agriculture	
Existing Zoning:		RSF-4	
Proposed Zoning:		RMF-8	
Surrounding Zoning:	North	RMF-8	
	South	RSF-E (County)	
	East	RMF-8	
	West	RMF-8	
Growth Plan Designation:		Residential Medium (4-8 du/ac)	
Zoning within density range?	X	Yes	No

Staff Analysis:

1. Background

This rezone area consists of 0.84 acres of land. The property owners are requesting a rezone to RMF-8 to match the zoning of the surrounding property. The owners and Zeck Homes have expressed an interest in developing the property at an RMF-8 density. A simple subdivision application is being processed concurrently with this rezone request to shift the property lines of the subject property. In order to avoid split zoning once the simple subdivision is complete, the rezone to RMF-8 is being requested.

2. Consistency with the Growth Plan

The requested zone district is consistent with the Future Land Use designation of Residential Medium (4-8 du/ac).

3. Consistency with Section 2.6 of the Zoning and Development Code

The requested rezone to the RMF-8 district is consistent with the Growth Plan density of 4-8 du/ac. The existing zoning is RSF-4. Section 2.6.A of the Zoning and Development Code states that the rezoning may occur only if the following criteria are met:

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

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

Response: The existing zoning was not in error at the time of adoption. The property owners wished to have an RSF-4 designation at the time of annexation and are now requesting the RMF-8.

- There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth/growth trends, deterioration, redevelopment, etc.;

Response: The surrounding properties are zoned RMF-8 and therefore a change of character has occurred. Zoning this property RMF-8 will be consistent with the surrounding property designations.

- The proposed rezone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations;

Response: The RMF-8 zone district is compatible with the neighborhood and will not create adverse impacts. The future land use map designates the surrounding properties as RM (Residential Medium 4-8 du/ac).

The RMF-8 zone district is in conformance with the following goals and policies of the Growth Plan and the Pear Park Area Plan:

Goal 5: To ensure that urban growth and development make efficient use of investments in streets, utilities and other public facilities.

Policy 5.2: The City will encourage development that uses existing facilities and is compatible with existing development.

Goal 10: To retain valued characteristics of different neighborhoods within the community.

Policy 10.2: The City will consider the needs of the community at large and the needs of individual neighborhoods when making development decisions.

Goal 11: To promote stable neighborhoods and land use compatibility throughout the community.

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

Goal 3, Pear Park Plan, Land Use & Growth: Establish areas of higher density to allow for a mix in housing options.

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

Response: Adequate public facilities are available or will be supplied at the time of further development of the property.

- The supply of comparably zoned land in the surrounding area is inadequate to accommodate the community's needs;

Response: The RMF-8 district complies with the Growth Plan designation of Residential Medium, 4-8 du/ac and is consistent with the surrounding property. The majority of land in the area is still zoned RSF-R in the County. Although any development proposals for the County zoned property will require annexation and zoning in the City, currently, very little vacant land zoned RMF-8 exists in the vicinity.

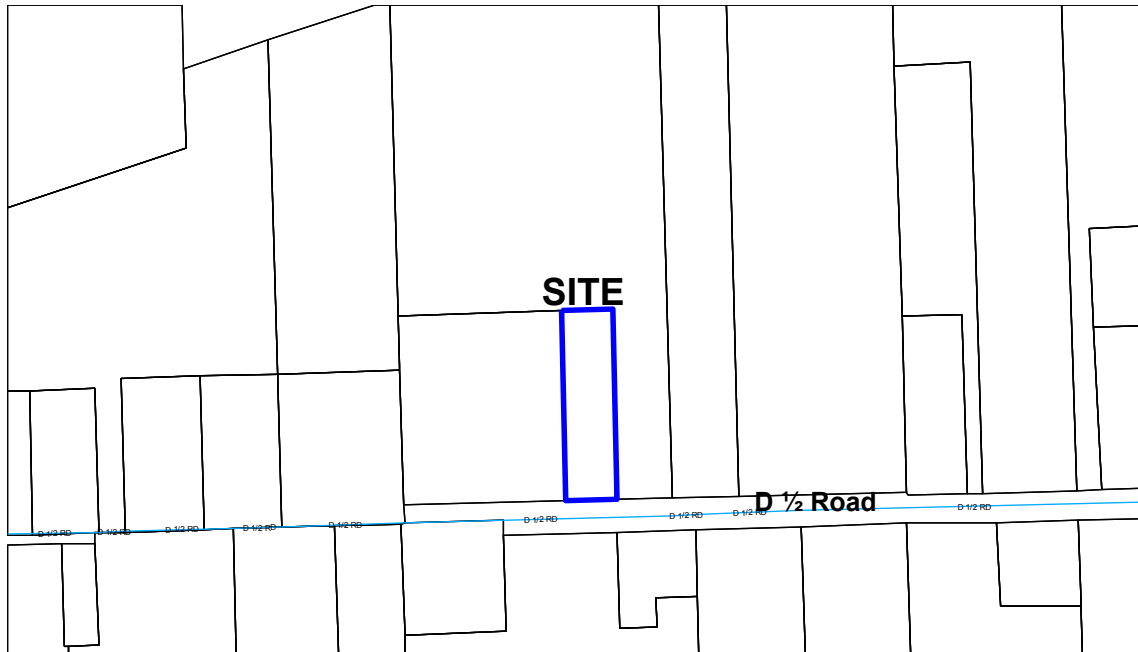
- The community will benefit from the proposed zone.

Response: The RMF-8 zone district coincides with the surrounding properties and will make all three consistent in their zoning. Instead of a small piece of land zoned RSF-4, the RMF-8 zone will allow for a more uniform development.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested rezone to the City Council, finding the rezoning to the RMF-8 District to be consistent with the Growth Plan and Section 2.6 of the Zoning & Development Code.

Site Location Map

Figure 1



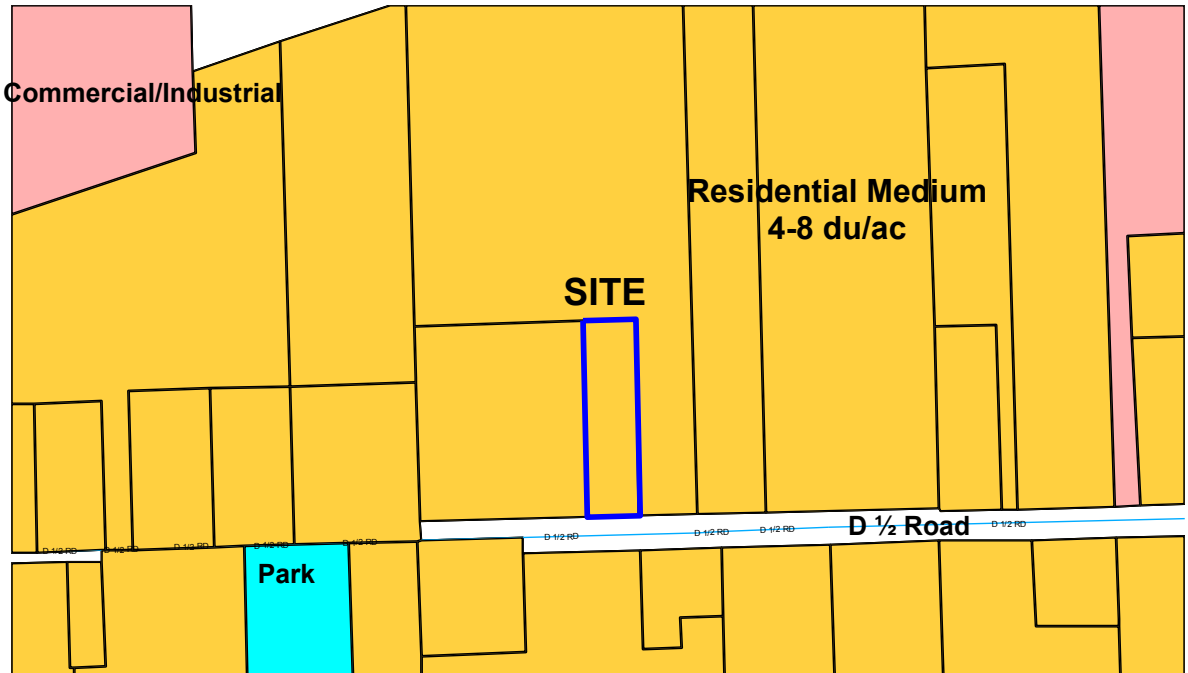
Aerial Photo Map

Figure 2



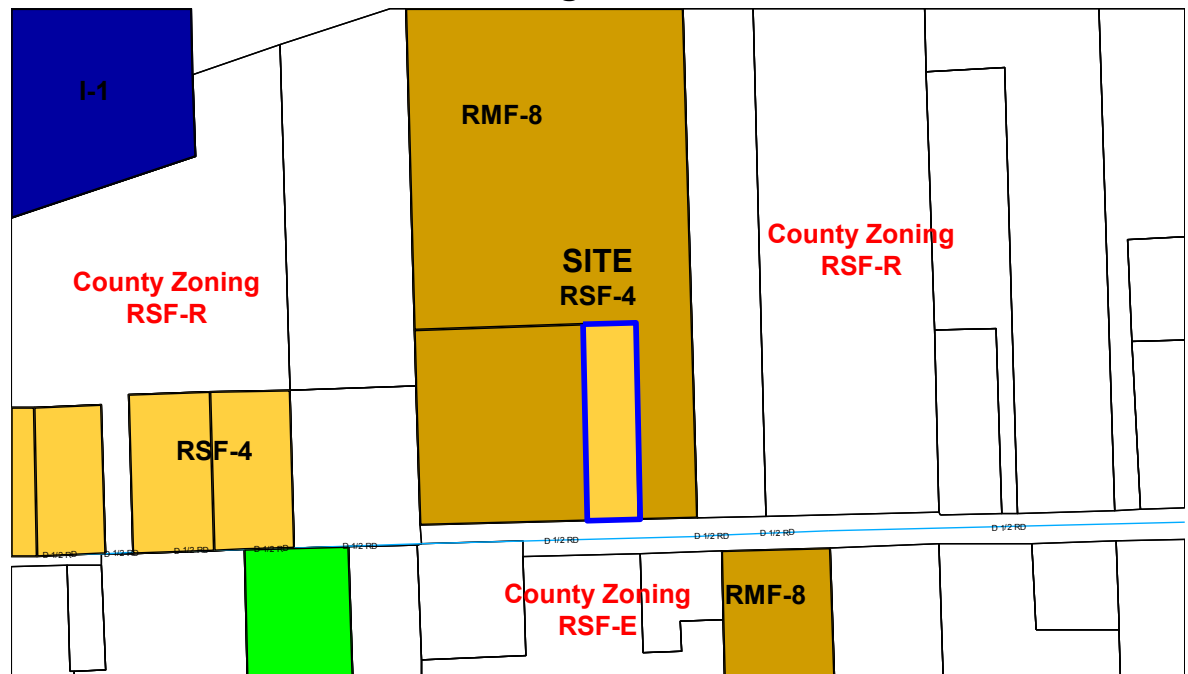
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE REZONING THE PROPERTY KNOWN AS THE
BEAGLEY REZONE TO
RMF-8, RESIDENTIAL MULTI FAMILY 8 UNITS PER ACRE**

LOCATED AT 2936 D ½ ROAD

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of rezoning the Beagley Rezone to the RMF-8, Residential Multi Family 8 Units/Acre Zone District finding that it conforms with the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning & Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RMF-8, Residential Multi Family 8 Units/Acre Zone District is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning & Development Code.

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

The following property be zoned RMF-8, Residential Multi Family 8 Units/Acre

A parcel of land situate in the SE 1/4 NW 1/4 of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

Commencing at the found Mesa County survey marker for the C-W 1/16 corner of said Section 17, the basis of bearing being N89°59'39"E to the C 1/4 corner of said Section 17, also being a found Mesa County survey marker;
thence N89°59'39"E a distance of 660.72 feet to the point of beginning;
thence N00°00'14"W a distance of 400.00 feet;
thence N89°59'46"E a distance of 91.50 feet;
thence S00° 00'14"E a distance of 400.00 feet;
thence S89°59'39"W a distance of 91.50 feet to the point of beginning.

Said parcel contains 0.84 acres more or less.

Introduced on first reading this 4th day of October, 2006 and ordered published.

ADOPTED on second reading this ____ day of _____, 2006.

ATTEST:

President of the Council

City Clerk

Attach 7

Vacation of Four Sanitary Sewer Easements Located at 710 and 750 Wellington Avenue

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Vacation of four (4) sanitary sewer easements located at 710 and 750 Wellington Avenue, St. Mary's Hospital						
Meeting Date	October 4, 2006						
Date Prepared	September 27, 2006				File #VE-2006-082		
Author	Scott D. Peterson		Senior Planner				
Presenter Name	Scott D. Peterson		Senior Planner				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X		Formal Agenda	X	Consent	Individual Consideration

Summary: Request to vacate four (4) sanitary sewer easements located at 710 and 750 Wellington Avenue that are no longer needed. There are currently no utilities located within these sewer easements. The Planning Commission recommended approval at its September 26, 2006 meeting.

Budget: N/A

Action Requested/Recommendation: Adopt Resolution.

Attachments:

1. Background Information/Staff Analysis
2. Site Location Map/Aerial Photo
3. Future Land Use Map/City Zoning Map
4. Resolution/Exhibit A

BACKGROUND INFORMATION					
Location:		710 & 750 Wellington Avenue			
Applicant:		St. Mary's Hospital, Owners			
Existing Land Use:		Grand Valley Surgical Center & Advanced Medicine Pavilion			
Proposed Land Use:		N/A			
Surrounding Land Use:	North	Single-Family Residential			
	South	Office (Medical)			
	East	Office (Medical)			
	West	St. Mary's Hospital			
Existing Zoning:		PD, Planned Development			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	RSF-4, Residential Single-Family – 4 units/acre			
	South	B-1, Neighborhood Business			
	East	B-1, Neighborhood Business			
	West	PD, Planned Development			
Growth Plan Designation:		Public			
Zoning within density range?		X	Yes		No

Staff Analysis:

The applicant, St. Mary's Hospital, wishes to vacate four (4) sanitary sewer easements located at 710 & 750 Wellington Avenue (see attached Exhibit A) in anticipation of filing a new subdivision plat.

The existing sanitary sewer easements are not in use nor are there any utilities in the easements. The easements were granted when the primary use of the property was for residential purposes. The residential buildings served by the sanitary sewer easements are no longer in existence since the development of the properties for the Grand Valley Surgical Center and the Advanced Medicine Pavilion.

Consistency with the Growth Plan:

The properties are currently zoned PD, Planned Development with the Growth Plan Future Land Use Map showing this area as Public.

Section 2.11 C. of the Zoning & Development Code:

Requests to vacate any public right-of-way or easement must conform to all of the following:

- a. The Growth Plan, major street plan and other adopted plans and policies of the City.

Granting this request to vacate these four (4) sanitary sewer easements does not conflict with the Growth Plan, major street plan and other adopted plans and policies of the City of Grand Junction. The sanitary sewer easements are not in use as they were granted when the primary use of the properties was for residential purposes. The residential buildings served by the sanitary sewer easements are no longer in existence.

- b. No parcel shall be landlocked as a result of the vacation.

No parcel will be landlocked as a result of these sanitary sewer easement vacations.

- c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

Access will not be restricted.

- d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services).

There will be no adverse impacts to the general community and the quality of public facilities and services provided will not be reduced due to the vacation requests.

- e. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning & Development Code.

The provision of adequate public facilities and services will not be inhibited to any property as required in Chapter Six of the Zoning & Development Code as there are no utilities located within the requested sewer easement vacations. No adverse comments were received from the utility review agencies.

- f. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

The proposed sanitary sewer easement vacations will remove unneeded easements from the properties.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the St. Mary's Hospital application, VE-2006-082 for the vacation of four (4) sanitary sewer easements, the Planning Commission at their September 26, 2006 meeting made the following findings of fact and conclusions:

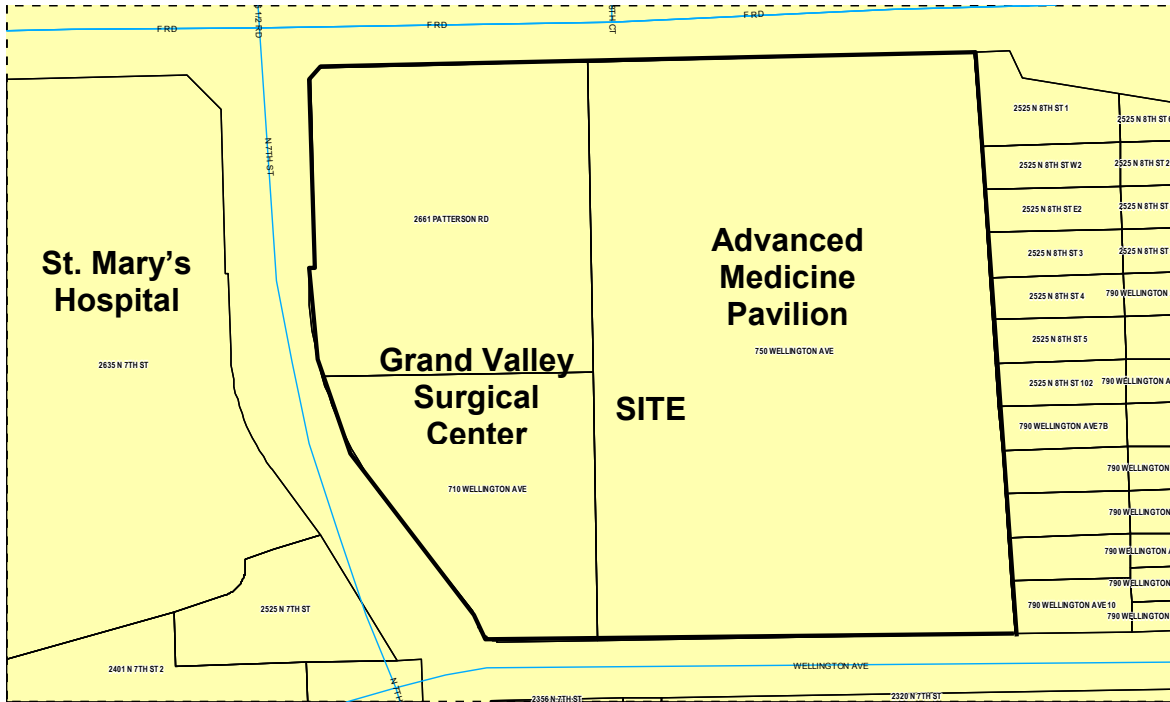
1. The requested four (4) sanitary sewer easement vacations are consistent with the Growth Plan.
2. The review criteria in Section 2.11 C. of the Zoning & Development Code have all been met.

Attachments:

Site Location Map/Aerial Photo
Future Land Use Map/City Zoning Map
Resolution
Exhibit A

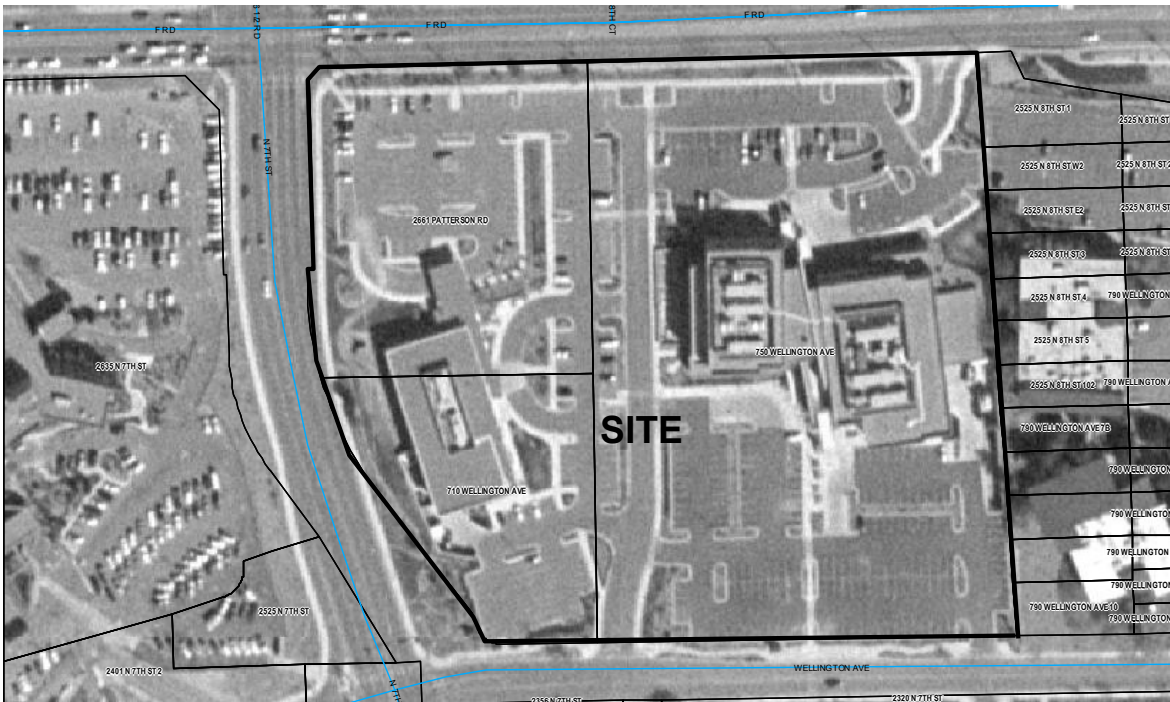
Site Location Map – 710 & 750 Wellington

Figure 1



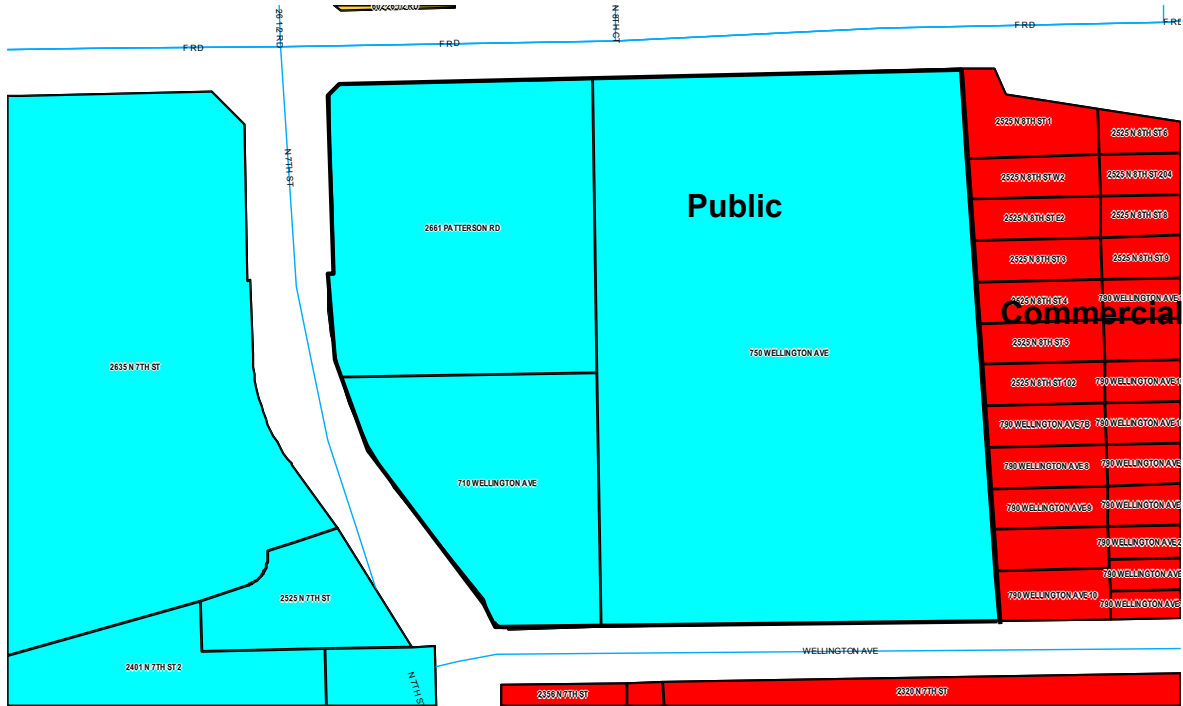
Aerial Photo Map – 710 & 750 Wellington

Figure 2



Future Land Use Map

Figure 3



Existing City Zoning

Figure 4



RESOLUTION No. _____

**A RESOLUTION VACATING FOUR (4) SANITARY SEWER EASEMENTS
LOCATED AT 710 and 750 WELLINGTON AVENUE (ST. MARY'S HOSPITAL)**

RECITALS:

The applicant proposes to vacate four (4) sanitary sewer easements located at 710 & 750 Wellington Avenue that are no longer necessary. There are currently no utilities located within the easements.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that the vacations be approved.

The City Council finds that the request is consistent with the Growth Plan and Section 2.11 of the Zoning and Development Code.

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

1. The following described dedicated sanitary sewer easements are hereby vacated.

(E-1)

A Sanitary Sewer Easement in the NW1/4NE1/4 of Section 11, Township 1 South, Range One West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, as granted by a Quit Claim deed from Sisters of Charity of Leavenworth Health Services Corporation to the City of Grand Junction, in Book 1122 at Page 659, dated October 7, 1977, at Reception Number 1143678 in the Office of the Mesa County Clerk and Recorder.

(E-2)

A Sanitary Sewer Easement in the NW1/4NE1/4 of Section 11, Township 1 South, Range One West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, as granted by a Quit Claim deed from Sisters of Charity of Leavenworth Health Services Corporation to the City of Grand Junction, in Book 1320 at Page 142, dated June 24, 1981, and also recorded in Book 1330 at Page 743, dated August 28, 1981, at Reception Number 1267339 in the Office of the Mesa County Clerk and Recorder.

(E-3)

A Sanitary Sewer Easement in the NW1/4NE1/4 of Section 11, Township 1 South, Range One West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, as granted by an Easement Deed from Ruth M. Rigg to the City of Grand Junction, in Book 879 at Page 845, dated February 25, 1965, at Reception Number 886142 in the Office of the Mesa County Clerk and Recorder.

(E-4)

A Sanitary Sewer Easement in the NW1/4NE1/4 of Section 11, Township 1 South, Range One West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, as granted by an Easement Deed from Theodore N. Naff and Mary E. Naff to the City of Grand Junction, in Book 873 at Page 999, dated September 11, 1964, at Reception Number 874239 in the Office of the Mesa County Clerk and Recorder.

See attached Exhibit A.

PASSED and ADOPTED this _____ day of _____, 2006.

ATTEST:

President of City Council

City Clerk

NORTH LINE SECTION 11

S 89°53'32" E 1313.95'
BASIS OF BEARING

(WELLINGTON MEDICAL SUBDIVISION = N90°00'00"E

PATTERSON ROAD
50' R.O.W. BOOK 1501 PAGE 438

ROW BK 1032 PG 71

ST. MARY'S
ADVANCED MEDICINE PAVILION
EAST CAMPUS

EASEMENTS TO BE VACATED		
CITY OF GRAND JUNCTION SANITARY SEWER EASEMENTS		
	BOOK	PAGE
E-1	1122	659
E-2	1320	142-143
	1330	743-744
E-3	879	845
E-4	873	999

GRAND VALLEY
SURGICAL CENTER
HEALTH SERVICES CO.
SISTERS OF CHARITY
OF LEAVENWORTH
BOOK 2359 PAGE 516

LINE TABLE (E-1) (E-2)
(CENTERLINE OF EXISTING 20'
SANITARY SEWER EASEMENT)

LINE	BEARING	DISTANCE
L1	N 89°22'32" W	404.41'
L2	N 02°48'28" E	462.20'
L3	N 84°33'28" E	166.00'
L4	N 73°41'32" W	60.00'
L5	N 59°31'32" W	100.00'
L6	S 89°00'28" W	100.00'
L7	N 59°31'32" W	4.58'
L8	S 78°03'37" W	106.00'

LINE TABLE (E-3) (E-4)
(CENTERLINE OF EXISTING 15'
SANITARY SEWER EASEMENT)

LINE	BEARING	DISTANCE
L9	N 53°37'59" E	32.00'
L10	N 53°37'59" E	85.00'

NORTH SEVENTH STREET

POB-E-3

POB-E-4

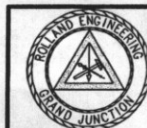
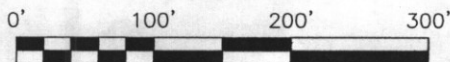
POB-E-1

WELLINGTON AVENUE

(NORTH 30' FROM PLAT BOOK 11 PAGE 126)

SOUTH LINE NW1/4 NE1/4 SECTION 11

Note: This exhibit shows the location of four sanitary sewer easements vacated by City Ordinance. The bearings shown hereon are relative to the Mesa County local coordinate system and must be rotated to match original descriptions.



ROLLAND ENGINEERING
425 Ridge Blvd
Grand Jct, CO 81503
(970) 243-8300

File Name: C:\PROJECTS\2087\2087SEWVACEASE

EXHIBIT A
GRAND JUNCTION
SANITARY SEWER
EASEMENT VACATION

Designed	Checked	RAM	Print	2087	Sheet	1
Drawn	Date	5/1/06	Dr		Of	1

Attach 8

Kelley Annexation, Located at 849 21 ½ Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Kelley Annexation - Located at 849 21 ½ Road						
Meeting Date	October 4, 2006						
Date Prepared	September 28, 2006			File #GPA-2006-249			
Author	David Thornton			Principle Planner			
Presenter Name	David Thornton			Principle Planner			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda	X	Consent		Individual Consideration

Summary: Request to annex 14.27 acres, located at 849 21 ½ Road. The Kelley Annexation consists of 1 parcel and is a 3 part serial annexation.

Budget: N/A

Action Requested/Recommendation: Adopt a Resolution referring the petition for the Kelley Annexation and introduce the proposed Ordinance and set a hearing for November 15, 2006.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. Annexation / Location Map; Aerial Photo
3. Growth Plan Map; Zoning Map
4. Resolution Referring Petition
5. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
Location:		849 21 ½ Road	
Applicants:		Owner/Developer: Randi L. and Coreen D. Kelley Representative: Brian Bray	
Existing Land Use:		Residential/Agricultural	
Proposed Land Use:		Commercial/Industrial	
Surrounding Land Use:	North	Residential/Agricultural	
	South	Vacant	
	East	Commercial/Industrial	
	West	Residential/Agricultural	
Existing Zoning:		County AFT	
Proposed Zoning:		City I-1 if Growth Plan Amendment is approved	
Surrounding Zoning:	North	County AFT	
	South	County PUD – Undeveloped	
	East	County PUD – Commercial/Industrial type use	
	West	County AFT	
Growth Plan Designation:		Existing: Rural 5-25 ac/du Requesting: Commercial/Industrial	
Zoning within density range?		w/ GPA	Yes
			No

Staff Analysis:

ANNEXATION:

This annexation area consists of 14.27 acres of land and is comprised of 1 parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

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

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;

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

The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
October 4, 2006	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
To be scheduled after GPA	Planning Commission considers Zone of Annexation
To be scheduled after GPA	Introduction Of A Proposed Ordinance on Zoning by City Council
November 15, 2006	Acceptance of Petition and Public Hearing on Annexation by City Council
December 17, 2006	Effective date of Annexation

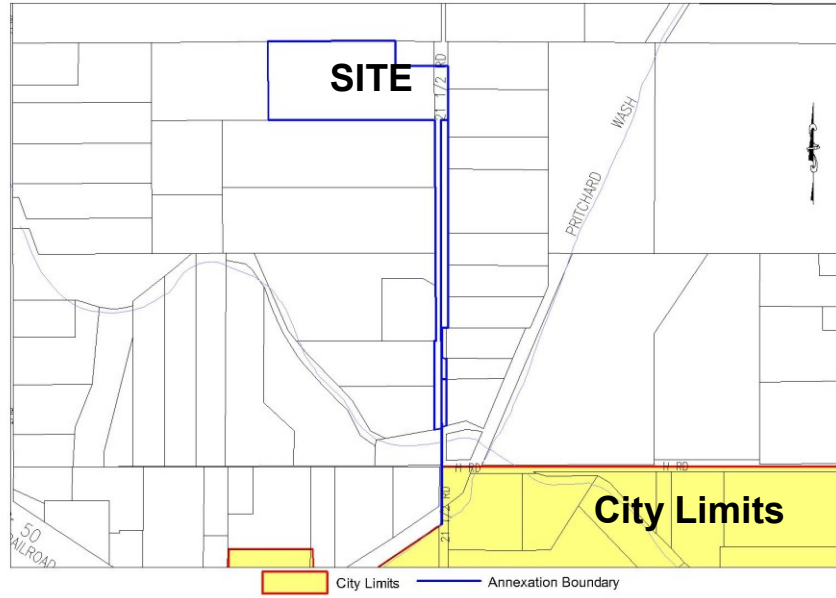
KELLEY ANNEXATION SUMMARY

File Number:	GPA-2006-249	
Location:	849 21 ½ Road	
Tax ID Number:	2697-253-00-107	
Parcels:	1	
Estimated Population:	2	
# of Parcels (owner occupied):	1	
# of Dwelling Units:	1	
Acres land annexed:	14.27 ac	
Developable Acres Remaining:	12.14 ac	
Right-of-way in Annexation:	2.13 ac of 21 ½ Road right-of-way	
Previous County Zoning:	AFT	
Proposed City Zoning:	I-1	
Current Land Use:	Residential/Agricultural	
Future Land Use:	Commercial/Industrial	
Values:	Assessed:	= \$8,660
	Actual:	= \$95,770
Address Ranges:	845-849 21 ½ Road (odd only)	
Special Districts:	Water:	Ute Water
	Sewer:	City of Grand Junction
	Fire:	Grand Jct Rural Fire District
	Irrigation/ Drainage:	Grand Junction Drainage District
	School:	Mesa Co School District #51
	Pest:	None

Site Location Map

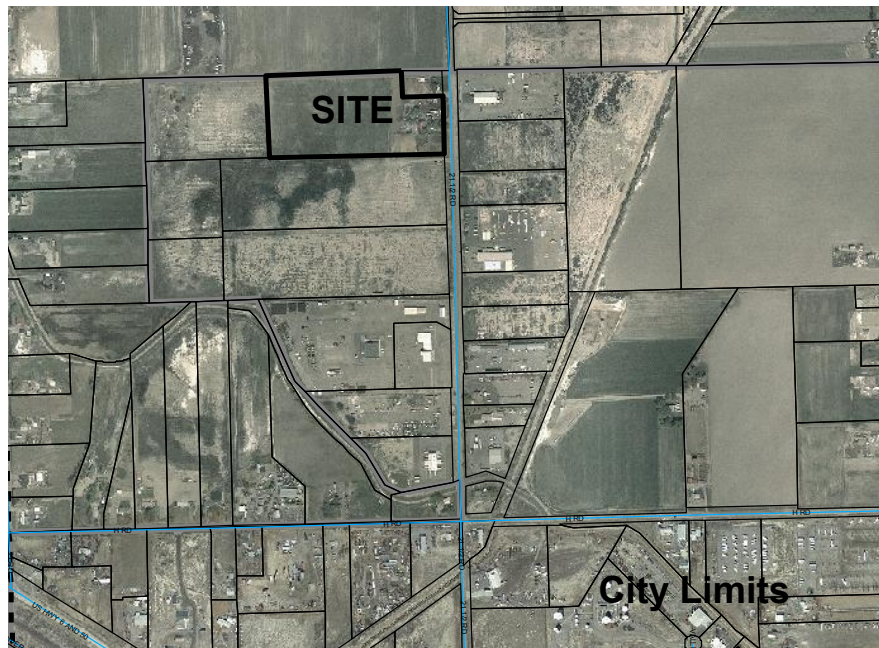
Figure 1

Kelley Annexations #1-3



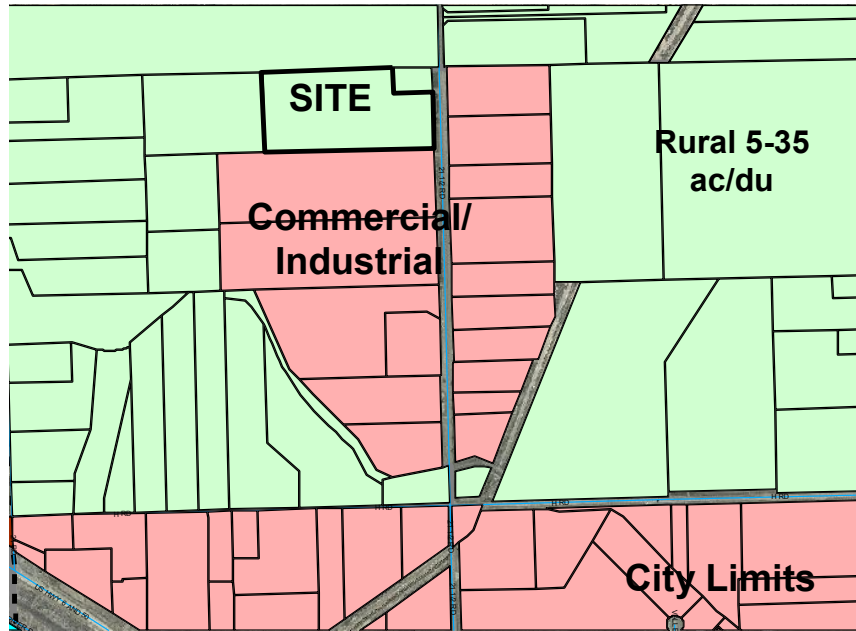
Aerial Photo Map

Figure 2



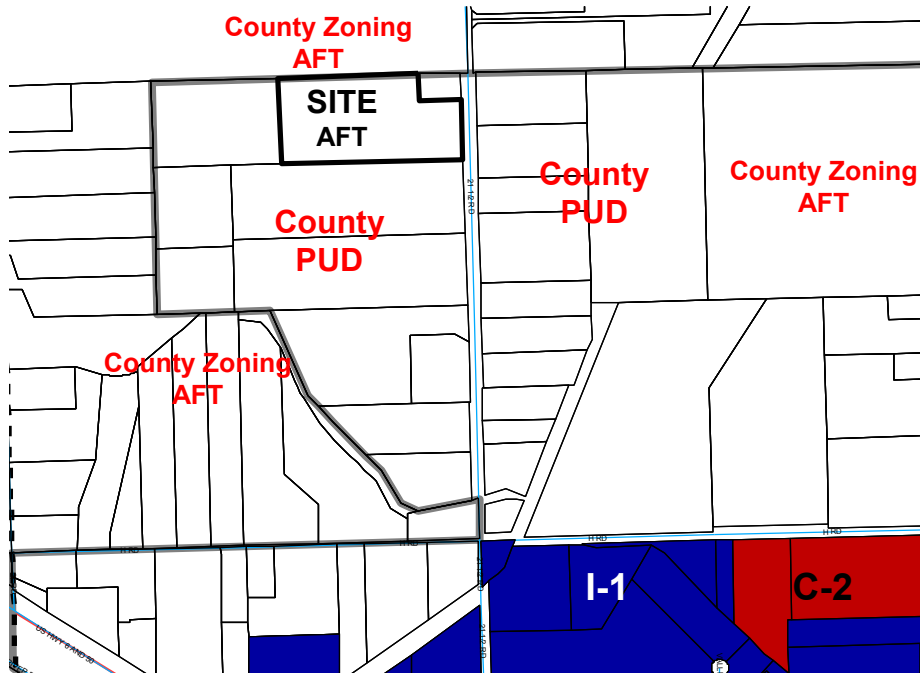
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 4th of October, 2006, the following Resolution was adopted:

RESOLUTION NO. ____

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

KELLEY ANNEXATION

LOCATED AT 849 21 ½ ROAD.

WHEREAS, on the 4th day of October, 2006, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

KELLEY ANNEXATION NO. 1

A certain parcel of land located in the South half (S 1/2) of Section 25 and the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 36, Township 1 North, Range 2 West, of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 36 and assuming the East line of the Northwest Quarter (NW 1/4) of said Section 36 to bear S00°04'11"W with all bearings contained herein relative thereto; thence S00°04'11"W along the East line of said Section 36 a distance of 342.37 feet to a point on the Persigo Annexation No. 2, City of Grand Junction Ordinance No. 2556; thence S55°36'16"W along said Persigo Annexation No. 2 a distance of 2.42 feet to a point on a line being 2.00 feet West of and parallel with the East line of the Northwest Quarter (NW 1/4) of said Section 36; thence N00°04'11"E along said parallel line a distance of 343.74 feet to a point on the South line of the Southwest Quarter of Section 25; thence N00°00'31"W along a line being 2.00 feet West of and parallel with the East line of said Southwest Quarter of Section 25, a distance of 545.12 feet; thence S89°51'47"E a distance of 32.00 feet to the Northwest Corner of Lot 2, Ferris Commercial Park, as same is recorded in Plat Book 14, Page 342, Public Records of Mesa County, Colorado; thence S00°00'31"E along the West line of said Lot 2 a distance of 293.69 feet to the Southwest Corner of said Lot 2; thence S81°59'48"W a distance of 30.30 feet to a point on the East line of said Southwest Quarter of Section 25; thence S00°00'31"E along said East line a distance of 247.14 feet, more or less, to the Point of Beginning.

Said parcel contains 0.24 acres (10,650 square feet), more or less, as described.

KELLEY ANNEXATION NO. 2

A certain parcel of land located in the South half (S 1/2) of Section 25 and the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 36, Township 1 North, Range 2 West, of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 36 and assuming the East line of the (NE 1/4 NW 1/4) of said Section 36 to bear S00°04'11"W with all bearings contained herein relative thereto; thence S00°04'11"W along the said East line a distance of 342.37 feet to a point on the Persigo Annexation No. 2, City of Grand Junction Ordinance No. 2556; thence S55°36'16"W along said Persigo Annexation No. 2 a distance of 2.42 feet to the Point of Beginning; thence continuing S55°36'16"W along said Persigo Annexation No. 2 a distance of 2.43 feet a point on a line being 4.00 feet West of and parallel with said East line of the (NE 1/4 NW 1/4) of said Section 36; thence N00°04'11"E along said parallel line a distance of 345.12 feet to a point on the South line of the Southeast Quarter of the Southwest Quarter of said Section 25; thence N00°00'31"W along a line being 4.00 feet West of and parallel with the East line of the (SE 1/4 SW 1/4) of said Section 25 a distance of 1320.84 feet to a point on the North line of the (SE 1/4 SW 1/4) of said Section 25; thence N00°00'45"E along a line being 4.00 feet West of and parallel with the East line of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section 25 a distance of 831.85 feet; thence S89°52'48"E a distance of 44.00 feet to a point on the East right of way of 21-1/2 Road as shown on the plat of Riverview Commercial Subdivision, as same is recorded in Plat Book 13, Page 138, Public Records of Mesa County, Colorado; thence S00°00'45"W along said right of way a distance of 831.71 feet to a point on the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of said Section 25; thence S00°00'31"E along said right of way a distance of 465.10 feet to the Southwest corner of Lot 9 of said Riverview Commercial Subdivision; thence N89°51'45"W a distance of 40.00 feet to the East line of the (SE 1/4 SW 1/4) of said Section 25; thence S00°00'31"E along said East line a distance of 185.77 feet; thence S89°51'47"E a distance of 30.00 feet to the Northwest corner of Lot 1 of Ferris Commercial Park, as same is recorded in Book Plat 14, Page 342, Public Records of Mesa County, Colorado; thence S00°00'31"E along the West line of said Lot 1 a distance of 125.00 feet to the Southwest corner of said Lot 1; thence N89°51'47"W a distance of 32.00 feet to a point on a line being 2.00 feet West of and parallel with the East line of the (SE 1/4 SW 1/4) of said Section 25; thence S00°00'31"E along said parallel line a distance of 545.12 feet to a point on the South line of the (SE 1/4 SW 1/4) of said Section 25; thence S00°04'11"W along a line being 2.00 feet West of and parallel with said East line of the (NE 1/4 NW 1/4) of said Section 36 a distance of 343.74 feet, more or less, to the Point of Beginning.

Said parcel contains 1.46 acres (63,833 square feet), more or less, as described.

KELLEY ANNEXATION NO. 3

A certain parcel of land located in the South half of Section 25, Township 1 North, Range 2 West, of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Southeast corner of Lot 2 of E and C Subdivision, as same is recorded in Plat Book 12, Page 400, Public Records of Mesa County, Colorado, and assuming the East line of said Lot Two to bear N00°00'31"W with all bearings contained herein relative thereto; thence N00°00'31"W a distance of 542.14 feet to the Northeast corner of Lot One of said E and C Subdivision; thence S89°56'32"E a distance of 10.00 feet to the Southeast corner of Lot 2 of K N Energy Park, as same is recorded in Plat Book 15, Page 338, Public Records of Mesa County, Colorado; thence N00°00'31"W a distance of 552.50 feet to the Northeast corner of Lot 1 of said K N Energy Park; thence N00°00'45"E a distance of 831.90 feet to the Northeast corner of Parcel A of Kipp Simple Land Division, as same is recorded in Plat Book 18, Page 90, Public Records of Mesa County, Colorado; thence N89°52'48"W a distance of 1039.83 feet to the Southwest corner of that certain parcel of land as described in Book 2395, Pages 934-935, Public Records of Mesa County, Colorado; thence N00°11'26"E a distance of 488.93 feet to the Northwest corner of said parcel; thence S89°52'43"E a distance of 787.29 feet to the Northwest corner of that certain parcel of land as described in Book 2294, Pages 111-112, Public Records of Mesa County, Colorado; thence S00°00'17"E a distance of 155.00 feet to the Southwest corner of said parcel; thence S89°52'43"E a distance of 320.98 feet to a point on the West line of Lot 2 of Riverview Commercial II Subdivision as same is recorded in Plat Book 16, Page 58, Public Records of Mesa County, Colorado; thence S00°00'45"W a distance of 333.91 feet along the West line of Lot 1 of said Riverview Commercial II Subdivision; thence N89°52'48"W a distance of 44.00 feet to a point on a line being 4.00 feet West of and parallel with the East line of the NE 1/4 SW 1/4 of said Section 25; thence S00°00'45"W along said parallel line a distance of 831.85 feet to a point on the South line of said NE 1/4 SW 1/4; thence S00°00'31"E a distance of 1,085.87 feet to a point on the North line of that certain parcel of land as described in Book 1998, Page 173, Public Records of Mesa County, Colorado; thence S76°18'49"W along said North line a distance of 37.04 feet, more or less, to the Point of Beginning.

Said parcel contains 12.57 acres (547,841 square feet), more or less, as described.

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

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

1. That a hearing will be held on the 15th day of November, 2006, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at

7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

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

ADOPTED the _____ day of _____, 2006.

Attest:

President of the Council

City Clerk

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

City Clerk

<i>DATES PUBLISHED</i>
October 6, 2006
October 13, 2006
October 20, 2006
October 27, 2006

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

KELLEY ANNEXATION #1

APPROXIMATELY 0.24 ACRES

LOCATED WITHIN THE 21 ½ ROAD RIGHT-OF-WAY

WHEREAS, on the 4th day of October, 2006, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 15th day of November, 2006; and

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

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

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

KELLEY ANNEXATION NO. 1

A certain parcel of land located in the South half (S 1/2) of Section 25 and the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 36, Township 1 North, Range 2 West, of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 36 and assuming the East line of the Northwest Quarter (NW 1/4) of said Section 36 to bear S00°04'11"W with all bearings contained herein relative thereto; thence S00°04'11"W along the East line of said Section 36 a distance of 342.37 feet to a point on the Persigo Annexation No. 2, City of Grand Junction Ordinance No. 2556; thence S55°36'16"W along said Persigo Annexation No. 2 a distance of 2.42 feet to a point on a line being 2.00 feet West of and parallel with the East line of the Northwest Quarter (NW 1/4) of said Section 36; thence N00°04'11"E

along said parallel line a distance of 343.74 feet to a point on the South line of the Southwest Quarter of Section 25; thence N00°00'31"W along a line being 2.00 feet West of and parallel with the East line of said Southwest Quarter of Section 25, a distance of 545.12 feet; thence S89°51'47"E a distance of 32.00 feet to the Northwest Corner of Lot 2, Ferris Commercial Park, as same is recorded in Plat Book 14, Page 342, Public Records of Mesa County, Colorado; thence S00°00'31"E along the West line of said Lot 2 a distance of 293.69 feet to the Southwest Corner of said Lot 2; thence S81°59'48"W a distance of 30.30 feet to a point on the East line of said Southwest Quarter of Section 25; thence S00°00'31"E along said East line a distance of 247.14 feet, more or less, to the Point of Beginning.

Said parcel contains 0.24 acres (10,650 square feet), more or less, as described.

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

INTRODUCED on first reading on the ____ day of _____, 2006 and ordered published.

ADOPTED on second reading the ____ day of _____, 2006.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

KELLEY ANNEXATION #2

APPROXIMATELY 1.46 ACRES

LOCATED WITHIN THE 21 ½ ROAD RIGHT-OF-WAY

WHEREAS, on the 4th day of October, 2006, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 15th day of November, 2006; and

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

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

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

KELLEY ANNEXATION NO. 2

A certain parcel of land located in the South half (S 1/2) of Section 25 and the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 36, Township 1 North, Range 2 West, of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 36 and assuming the East line of the (NE 1/4 NW 1/4) of said Section 36 to bear S00°04'11"W with all bearings contained herein relative thereto; thence S00°04'11"W along the said East line a distance of 342.37 feet to a point on the Persigo Annexation No. 2, City of Grand Junction Ordinance No. 2556; thence S55°36'16"W along said Persigo Annexation No. 2 a distance of 2.42 feet to the Point of Beginning; thence continuing S55°36'16"W along said Persigo Annexation No. 2 a distance of 2.43 feet a point on a line being 4.00 feet West of and parallel with said

East line of the (NE 1/4 NW 1/4) of said Section 36; thence N00°04'11"E along said parallel line a distance of 345.12 feet to a point on the South line of the Southeast Quarter of the Southwest Quarter of said Section 25; thence N00°00'31"W along a line being 4.00 feet West of and parallel with the East line of the (SE 1/4 SW 1/4) of said Section 25 a distance of 1320.84 feet to a point on the North line of the (SE1/4 SW 1/4) of said Section 25; thence N00°00'45"E along a line being 4.00 feet West of and parallel with the East line of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section 25 a distance of 831.85 feet; thence S89°52'48"E a distance of 44.00 feet to a point on the East right of way of 21-1/2 Road as shown on the plat of Riverview Commercial Subdivision, as same is recorded in Plat Book 13, Page 138, Public Records of Mesa County, Colorado; thence S00°00'45"W along said right of way a distance of 831.71 feet to a point on the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of said Section 25; thence S00°00'31"E along said right of way a distance of 465.10 feet to the Southwest corner of Lot 9 of said Riverview Commercial Subdivision; thence N89°51'45"W a distance of 40.00 feet to the East line of the (SE 1/4 SW 1/4) of said Section 25; thence S00°00'31"E along said East line a distance of 185.77 feet; thence S89°51'47"E a distance of 30.00 feet to the Northwest corner of Lot 1 of Ferris Commercial Park, as same is recorded in Book Plat 14, Page 342, Public Records of Mesa County, Colorado; thence S00°00'31"E along the West line of said Lot 1 a distance of 125.00 feet to the Southwest corner of said Lot 1; thence N89°51'47"W a distance of 32.00 feet to a point on a line being 2.00 feet West of and parallel with the East line of the (SE 1/4 SW 1/4) of said Section 25; thence S00°00'31"E along said parallel line a distance of 545.12 feet to a point on the South line of the (SE 1/4 SW 1/4) of said Section 25; thence S00°04'11"W along a line being 2.00 feet West of and parallel with said East line of the (NE 1/4 NW 1/4) of said Section 36 a distance of 343.74 feet, more or less, to the Point of Beginning.

Said parcel contains 1.46 acres (63,833 square feet), more or less, as described.

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

INTRODUCED on first reading on the ____ day of _____, 2006 and ordered published.

ADOPTED on second reading the ____ day of _____, 2006.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

KELLEY ANNEXATION #3

APPROXIMATELY 12.57 ACRES

**LOCATED AT 849 21 ½ ROAD INCLUDING A PORTION OF THE 21 ½ ROAD RIGHT-
OF-WAY**

WHEREAS, on the 4th day of October, 2006, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 15th day of November, 2006; and

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

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

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

KELLEY ANNEXATION NO. 3

A certain parcel of land located in the South half of Section 25, Township 1 North, Range 2 West, of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Southeast corner of Lot 2 of E and C Subdivision, as same is recorded in Plat Book 12, Page 400, Public Records of Mesa County, Colorado, and assuming the East line of said Lot Two to bear N00°00'31"W with all bearings contained herein relative thereto; thence N00°00'31"W a distance of 542.14 feet to the Northeast corner of Lot One of said E and C Subdivision; thence S89°56'32"E a distance of 10.00 feet to the Southeast corner of Lot 2 of K N Energy Park, as same is recorded in Plat Book 15, Page 338, Public Records of Mesa County, Colorado; thence N00°00'31"W a distance of 552.50 feet to the Northeast corner of Lot 1 of said K N Energy Park; thence

N00°00'45"E a distance of 831.90 feet to the Northeast corner of Parcel A of Kipp Simple Land Division, as same is recorded in Plat Book 18, Page 90, Public Records of Mesa County, Colorado; thence N89°52'48"W a distance of 1039.83 feet to the Southwest corner of that certain parcel of land as described in Book 2395, Pages 934-935, Public Records of Mesa County, Colorado; thence N00°11'26"E a distance of 488.93 feet to the Northwest corner of said parcel; thence S89°52'43"E a distance of 787.29 feet to the Northwest corner of that certain parcel of land as described in Book 2294, Pages 111-112, Public Records of Mesa County, Colorado; thence S00°00'17"E a distance of 155.00 feet to the Southwest corner of said parcel; thence S89°52'43"E a distance of 320.98 feet to a point on the West line of Lot 2 of Riverview Commercial II Subdivision as same is recorded in Plat Book 16, Page 58, Public Records of Mesa County, Colorado; thence S00°00'45"W a distance of 333.91 feet along the West line of Lot 1 of said Riverview Commercial II Subdivision; thence N89°52'48"W a distance of 44.00 feet to a point on a line being 4.00 feet West of and parallel with the East line of the NE 1/4 SW 1/4 of said Section 25; thence S00°00'45"W along said parallel line a distance of 831.85 feet to a point on the South line of said NE 1/4 SW 1/4; thence S00°00'31"E a distance of 1,085.87 feet to a point on the North line of that certain parcel of land as described in Book 1998, Page 173, Public Records of Mesa County, Colorado; thence S76°18'49"W along said North line a distance of 37.04 feet, more or less, to the Point of Beginning.

Said parcel contains 12.57 acres (547,841 square feet), more or less, as described.

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

INTRODUCED on first reading on the ____ day of _____, 2006 and ordered published.

ADOPTED on second reading the ____ day of _____, 2006.

Attest:

President of the Council

City Clerk

Attach 9

Amending the Planned Development Ordinance for Fuoco Estates, Also Known as Beehive Estates, Located East of Dewey Place

CITY OF GRAND JUNCTION

<i>CITY COUNCIL AGENDA</i>						
Subject	Amending the Planned Development Ordinance for Fuoco Estates, also known as Beehive Estates, located east of Dewey Place.					
Meeting Date	October 4, 2006					
Date Prepared	September 27, 2006			File #PDA-2006-044		
Author	Kathy Portner		Assistant Director of Community Development			
Presenter Name	Kathy Portner		Assistant Director of Community Development			
Report results back to Council	X	No		Yes	When	
Citizen Presentation	X	Yes		No	Name	
	Workshop	X	Formal Agenda	x	Consent	Individual Consideration

Summary: Request to amend the Planned Development Ordinance for Fuoco Estates, also known as Beehive Estates, reducing the front yard setbacks.

Budget: N/A

Action Requested/Recommendation: Introduce the proposed Ordinance and set a hearing for October 18, 2006.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. Vicinity/Aerial Photo
3. Future Land Use Map/Zoning Map
4. Applicant's General Project Report
5. Ordinance

AGENDA TOPIC: PDA-2006-044 Planned Development Amendment—
Beehive Estates

ACTION REQUESTED: Approve an amendment to the Planned Development
Ordinance

BACKGROUND INFORMATION					
Location:		East of Dewey Place			
Applicants:		Merlin Widick – Village Homes of CO			
Existing Land Use:		Residential			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Residential			
	South	Residential			
	East	Residential			
	West	Residential/Cell Tower			
Existing Zoning:		PD (Planned Development)			
Proposed Zoning:		PD (Planned Development)			
Surrounding Zoning:	North	PD			
	South	RMF-8			
	East	RSF-1 and RSF-2			
	West	RMF-24 and CSR			
Growth Plan Designation:		Residential Medium High, 8-12 du/ac			
Zoning within density range?		x	Yes		No

PROJECT DESCRIPTION: A request to amend the front yard setbacks in a Planned Development.

RECOMMENDATION: Staff recommends approval.

ANALYSIS

1. Background

The subject property was annexed into the City on August 6, 2000 as part of the G Road South Annexation. In 2003 the property was rezoned to PD (Planned Development) with a default zone of RMF-8 for the proposed development, then known as Fuoco Estates. Development of the property has occurred in accordance with the approved plans, and was platted as Beehive Estates in 2004. The developer is now changing the name of the development to The Orchard. It will continue to be referred to as Beehive Estates in this report.

The current applicant, Village Homes, was not the original developer of the subdivision. Village Homes is requesting an amendment to the PD to allow for modification to the front yard setbacks, to accommodate the type of homes they would like to build on the lots.

Ordinance No. 3564 established the Planned Development (PD) zone district for this property. The Ordinance established RMF-8 as the default zone. The following public benefits were proposed and established as part of the ordinance:

1. Dedication of approximately 3.54 acres to the public for use as an Open Space park and regional stormwater detention facility.
2. Public improvements of the park area to include:
 - An 8' trail, constructed to City standards/specifications, around the park.
 - Approximately 25 trees to be planted in the park with plant selections and planting plan to be approved by the City prior to planting.
 - Turf, established according to the Parks and Recreation department's seeding and established specifications.
 - Benches with concrete pads as approved by the City.
 - Developer to escrow approximately \$900 for park signage.
 - Fencing along the rear lot lines of 11 residential lots that back up to the park site.
 - An underground, pressurized irrigation system designed to City specifications.
3. Fencing of the pedestrian path (Tract A) from the residential areas to the Open Space park.
4. Conveyance of irrigation water rights to the City of Grand Junction.

The developer has completed most of the required improvements and has entered into a Development Agreement for the completion. This request for an amendment to the PD is only to modify the required setbacks of the RMF-8 default zone. RMF-8 required setbacks are 20' front, 5' side and 10' rear for principal structures. The applicant is

requesting to reduce the front yard setback to 14' for the house, with the garage setback remaining at 20', except for lots 6, 26 and 41, which are proposed to be reduced from 20' to 19'. The establishment of these setbacks will allow for any one of their four models of homes to fit on the lots. The developer has submitted a rendering of architectural features of the proposed homes.

All of the previously established public benefits will remain. In addition, the applicant is proposing to create a Home Owners' Association (HOA) to do the following:

- Maintain all the front, side, rear, and streetscapes that abut homes in the subdivision, assuring continuity and quality in the landscapes;
- Accept the maintenance of the "difficult" park area in the SW corner of the subdivision.
- Accept and maintain the pedestrian walkway between Saffron Way and Silverado Court;
- Maintain or require maintenance by homeowners, of all fencing that abuts public or common open space;
- Maintain subdivision entry/identification signs.

2. Consistency with the Growth Plan

The current approved development, including the proposed changes, is consistent with the Growth Plan.

3. Section 2.12.C.2 and 5.4 of the Zoning and Development Code

The project was already found to comply with Section 2.12.C.2 of the Zoning and Development Code, and was approved and constructed. This request is only to amend the PD ordinance to allow for variation in the required setbacks. Section 5.4.G of the Code allows for deviating from the default zone standards if additional community amenities are provided. The original PD approval was approved based on a number of amenities providing public benefit, including improvements to the dedicated parkland. In addition to those amenities, the applicant is proposing those listed above.

Section 5.4.F.1 of the Code states that principal structure setbacks shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that:

- Buildings can be safely designed and that the design is compatible with lesser setbacks. Compatibility shall be evaluated under the Uniform Fire Code and any other applicable life, health or safety codes;
- Reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space;
- Reduction of setbacks is required for protection of steep hillsides, wetlands or other environmentally sensitive natural features.

There are no safety issues with the proposed setbacks. The applicant is proposing to have all of the landscaped areas around the homes maintained by the HOA for consistency in design and maintenance.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Beehive Estates application, PDA-2006-044, for a major amendment to a Planned Development, Preliminary Development Plan, staff makes the following findings of fact and conclusions:

3. The requested amendment to the Planned Development Ordinance is consistent with the Growth Plan.
4. The review criteria in Section 2.12.C.2 of the Zoning and Development Code have all been met.
5. The request is in conformance with Section 5.4 of the Zoning and Development Code.

STAFF RECOMMENDATION:

Staff recommends approval of the amended PD ordinance with the findings and conclusions listed above.

PLANNING COMMISSION RECOMMENDATION:

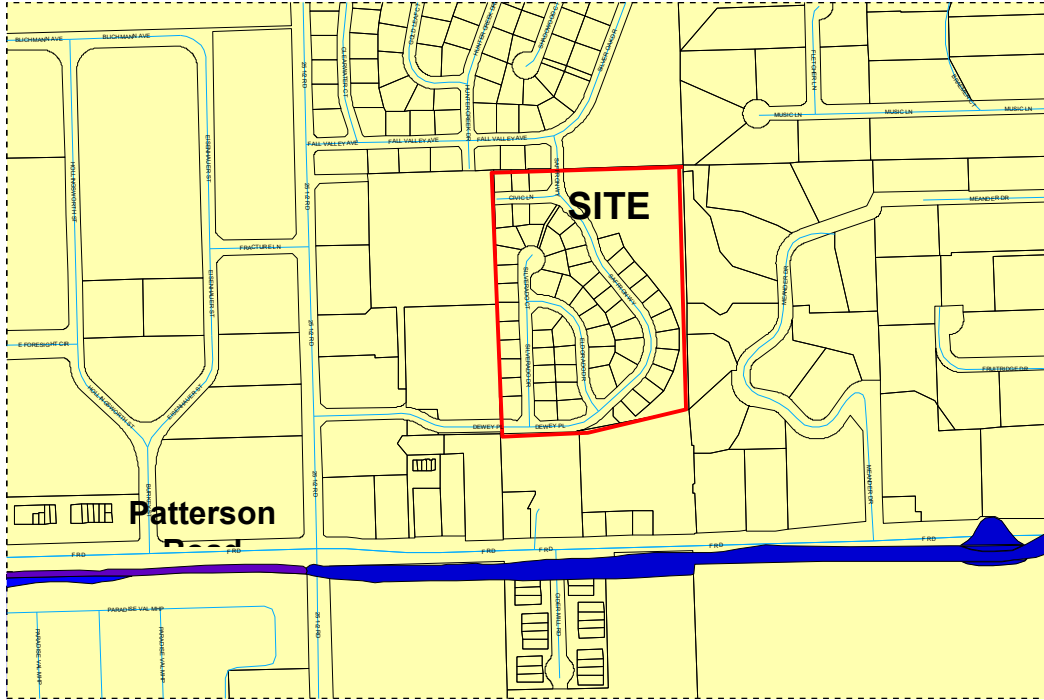
[The Planning Commission recommended approval of the request at the September 26, 2006 hearing.](#)

Attachments:

Vicinity Map/Aerial Photo
Growth Plan Map/Zoning Map
Applicant's Response to Comments
Beehive Estates Setback Exhibit

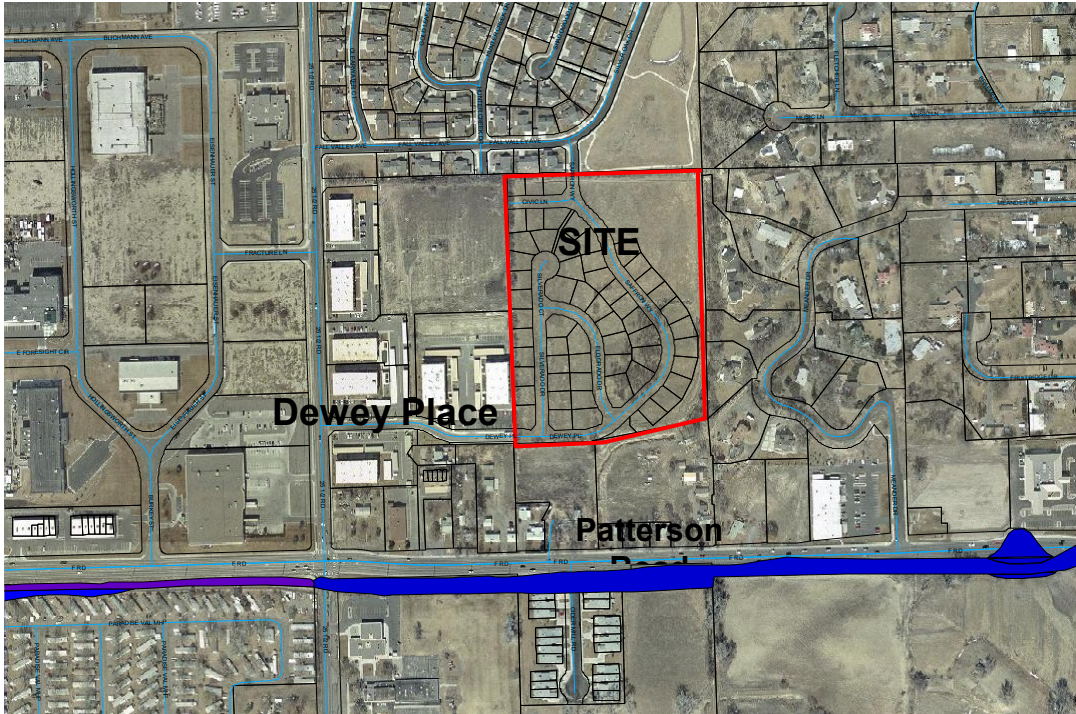
Site Location Map

Figure 1



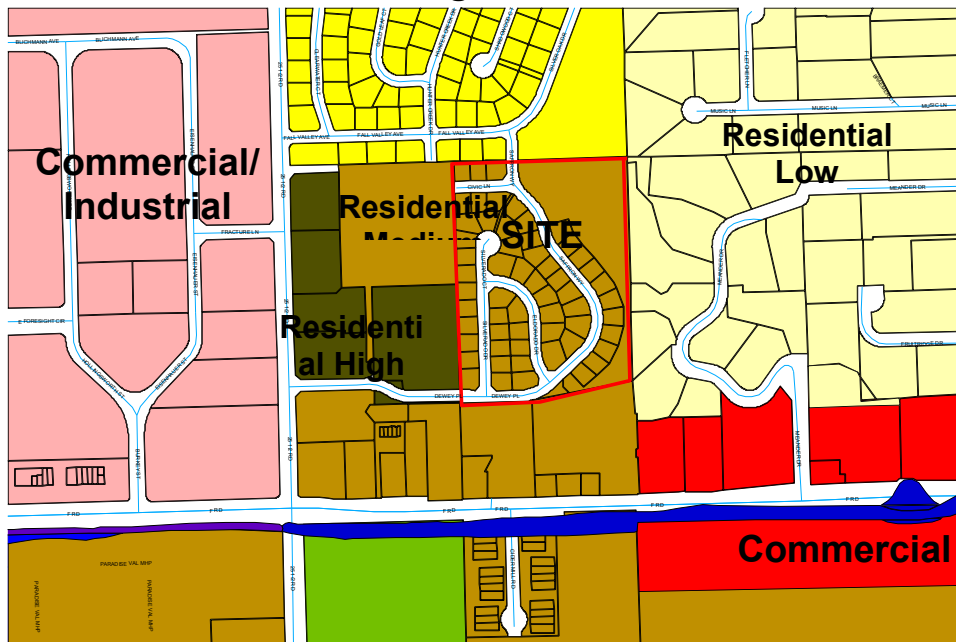
Aerial Photo Map

Figure 2



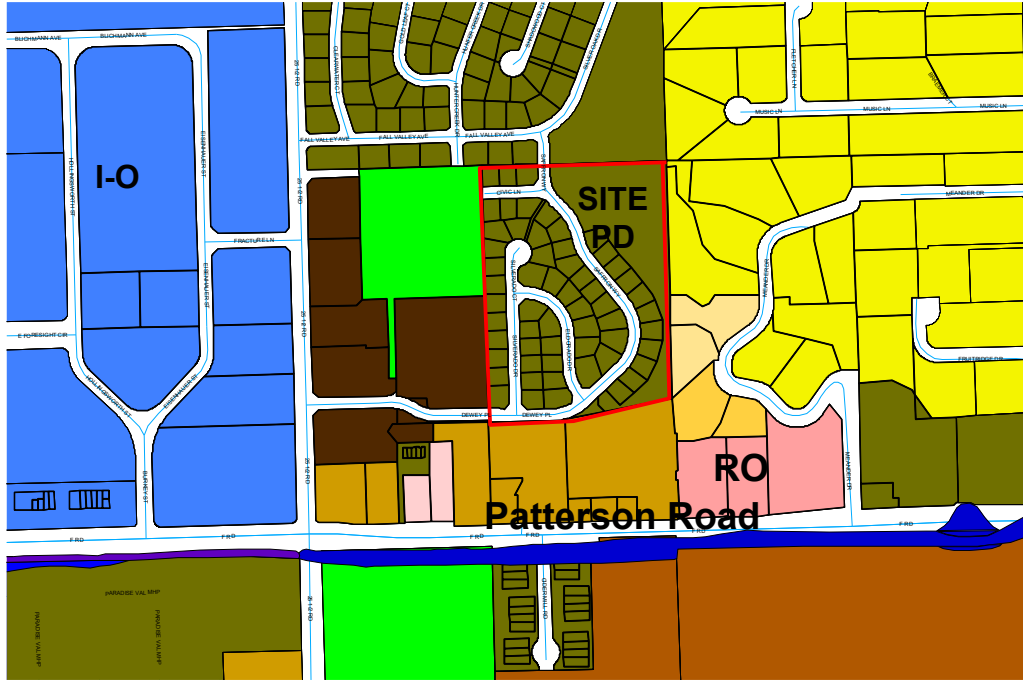
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

RESPONSE TO REVIEW COMMENTS
Beehive Estates

FILE # PDA-2006-044

September 13, 2006

LOCATION: East of Dewey Place

PETITIONER: Merlin Widick - Village Homes of Colorado, Inc.

PETITIONER'S ADDRESS/TELEPHONE: 100 Inverness Terrace East
Englewood, CO 80112

PETITIONER'S REPRESENTATIVE: **Tom Volkmann,**
Spiecker, Hanlon, Gormley
225 N. 5th Street, Suite 620
Grand Junction, Colorado
970-243-1003

STAFF REPRESENTATIVE: Lisa Cox / Kathy Portner

NOTE: The Petitioner Is Required To SUBMIT And LABEL A Response To Comment For Each Agency Or Individual Who Has Requested Additional Information Or Revised Plans, Including The City, On Or Before 5:00 P.M., June 12, 2006.
--

CITY COMMUNITY DEVELOPMENT

3/14/06

Lisa Cox

256-4039

GENERAL:

1. Please submit and label a Response to Comment for each agency or individual that has requested additional information or revised plans. Distribution and review of the applicant's Response to Comments may be delayed if they are not labeled for distribution to each agency or individual.

Response: A labeled Response to Comment for each agency or individual that has requested additional information or revised plans is submitted with this response.

2. Note the revision date and nature of change on each plan or plat sheet that has been revised.

Response: A labeled Response to Comment for each agency or individual that has requested

additional information or revised plans is submitted with this response.

3. Include an 11 x 17 reduction of the revised plat/plan.

Response: A revised 11 X 17 plan is submitted with this Response to Comments.

4. Staff has no objections to the proposed revisions to the front yard setbacks for principle structures (excluding garages); however, it is incumbent upon the applicant to demonstrate to the Planning Commission and City Council why the request is suitable and appropriate. The General Report indicates that several lots are corner lots with two front yard setbacks or have irregular building envelopes. However, because this information was available during the Preliminary and Final Plat approval process, the applicant will want to expand on the reasons why a reduced front yard and/or rear setback is being requested. For example, during earlier discussions with Mr. Merlin Widick, the applicant's representative, the subject of design aesthetics and creating a sense of community came up as reasons why the reduced setback was being requested. Mr. Widick described the sense of community that the applicant was attempting to create with recessed garages and homes located closer to the streets. The principle point of the applicant's General Report seems to be that the applicant can not build large homes on the existing lots. In response to this explanation, it's very possible that City Council will instruct the applicant to simply reduce the size of the proposed home as opposed to reducing the building setbacks.

Response: The General Project Report was attempting to indicate the physical constraint of the lots to typical homes designed by Village Homes, and which are based on extensive market research by Jenesis Marketing Group. We want to provide homes in the subdivision which are of similar size, scale and quality found in surrounding subdivisions, but on reduced size lots which were platted prior to Village Homes buying the subdivision. The footprints of the homes are in the 1,300 to 1,600 square foot range, which should not be considered a large home footprint. Reduced setbacks must be allowed when designing smaller lots, but should only be reduced to a size that does not risk public safety. Our request for reduced setbacks in Beehive Estates does not risk public safety.

Reduced front yard setbacks are one of the design technique used in "New Urbanism" design. They promote neighbors to talk and visit, actually become neighbors, not just acquaintances. The reduced setback also allows the home to be closer to the street, while still providing parking for vehicles. This furthers the "New Urbanism" design by reducing the prominence of the driveway in the subdivision design. Front setbacks on all lots have been reduced to 14' for the home. Garage setbacks remain at 20' except for lots 6, 26, and 41, which have been reduced from 20' to 19'.

As noted above, Village Homes does extensive market analysis prior to designing homes. This research indicated the need for Patio Homes with the kitchen, living area, and master bedroom on the same level as the garage. Four home footprints have been developed and refined for this project, ~~however a 10% reduction in the front and rear setbacks is necessary on 13 of the 58 lots; that is, we are seeking an 18' front setback (vs. 20 feet) and a 9' rear setback (vs. 10 feet). For the simplicity of review at the Building Department, we want to apply these modified setbacks to all 58 lots.~~

We previously indicated that recessed garages were an architectural element we would like to achieve. Unfortunately, the existing lot depths in combination with the noted relief in setbacks

still do not afford the ability to recess the garages. In lieu of recessed garages we have provided additional architectural articulation to the front facades of the homes. This includes incorporating a variety of building materials, recessed entries, porches, arches, and rooflines. We believe our commitment to the architectural styles depicted in the attached exhibit provide a unique and artistic streetscape that is equally or more effective than recessed garages. Generally speaking, the proposed architectural theme is more expensive, but it was desired to downplay the garages. As shown in the attached drawing, the streetscape is creating a “sense of place” for this subdivision that provides “prestigious homes” in an intimate neighborhood setting.

Most people still prefer the privacy and convenience of a single family detached home. However, owners do not want to provide the time and labor required to maintain a typical single-family detached lot. The correlation becomes...smaller lots require less yard maintenance for the individual homeowner, which allows more leisure and/or personal time to enjoy the benefits of living in the Grand Valley. As the “baby boomers” continue onto retirement age, the trend for smaller yards and/or yard maintenance provided by HOA’s increases, yet, most homeowners still want a certain size and scale of home. To accommodate this trend and to insure quality and continuity in the neighborhood, Village Homes will create an HOA and incorporate the maintenance of all yards (front, side and rear) and streetscapes into the HOA.

Ultimately, livability of a neighborhood design is what makes people want to buy into a new development. Enclosure, uniform streetscapes, privacy of single-family detached homes, walkability, and defensible spaces are the tools used to make a true “Neighborhood.” These are the reasons why Village Homes believes that Beehive Estates will be a successful Neighborhood with the reduced setbacks.

5. Staff has no objections to the request to vacate the drainage easement.

Response: It is our understanding that Staff has reversed their decision on this. We have maintained the 10’ drainage easement along the west boundary of this project as per the original plat. In addition, we will add the language “and drainage” to the irrigation easement along lots 1, 2, and 3.

6. Please comment on the proposed (or accomplished) name change of the subdivision. It is staff’s understanding that the name has changed from Beehive Estates to The Orchard.

Response: The applicant requests the name change to “The Orchards” from Beehive Estates. The applicant has not requested this change previously in an attempt to lessen subdivision name confusion during the review process.

7. It was staff’s understanding that the applicant was going to request that City Council deed a portion of the park site back to the applicant or subdivision HOA (when an HOA has been formed) for purposes of maintenance, in addition to the pedestrian connection from Silverado Court to Saffron Way. The General Report makes only one very brief mention of this. What is the applicant’s current intention or proposal in regards to this matter?

Response: Village Homes will form an HOA. As noted on the attached plan, the HOA will accept the maintenance of a portion of the park that is generally described as the southeast corner of the subdivision (a portion of Tract C), and the ownership and maintenance of the noted

pedestrian walkway (Tract A). We understand that the park irrigation system and water rights (dedicated to the City by the original owner) are integral to the City's ownership. There are no water rights for the HOA. For this reason the HOA offers to take over the daily maintenance of mowing, fertilizing, trash pick-up, and irrigation repairs for Tracts B and that portion of Tract C described above and noted on the drawings.

In summary, in return for the relaxed front ~~and back~~ setbacks (~~10% on both~~) which require a modification to the current PD Ordinance, Village Homes will provide the creation of an HOA to:

- Maintain all the front, side, rear, and streetscapes that abut homes in this subdivision, assuring continuity and quality in the landscapes;
- Accept the maintenance of the 'difficult' park area in the SW corner of the subdivision (a portion of Tract C; see note on attached plan). If the city wants to deed this to the HOA, the HOA will need the City to continue to provide the irrigation system and pressurized irrigation water for this area;
- Accept and maintain the pedestrian walkway between Saffron Way and Silverado Court (Tract A);
- Maintain, or require maintenance by homeowners, of all fencing that abuts public or common open space;
- Maintain subdivision entry / identification signs (Tract B and an easement on Lot 6; locations noted on attached plan, details attached).

CITY DEVELOPMENT ENGINEER

3/17/06

Eric Hahn

244-1443

No comments.

Response: No additional response required.

CITY FIRE DEPARTMENT

2/22/06

Chuck Mathis

244-1473

No objections.

Response: No additional response required.

XCEL

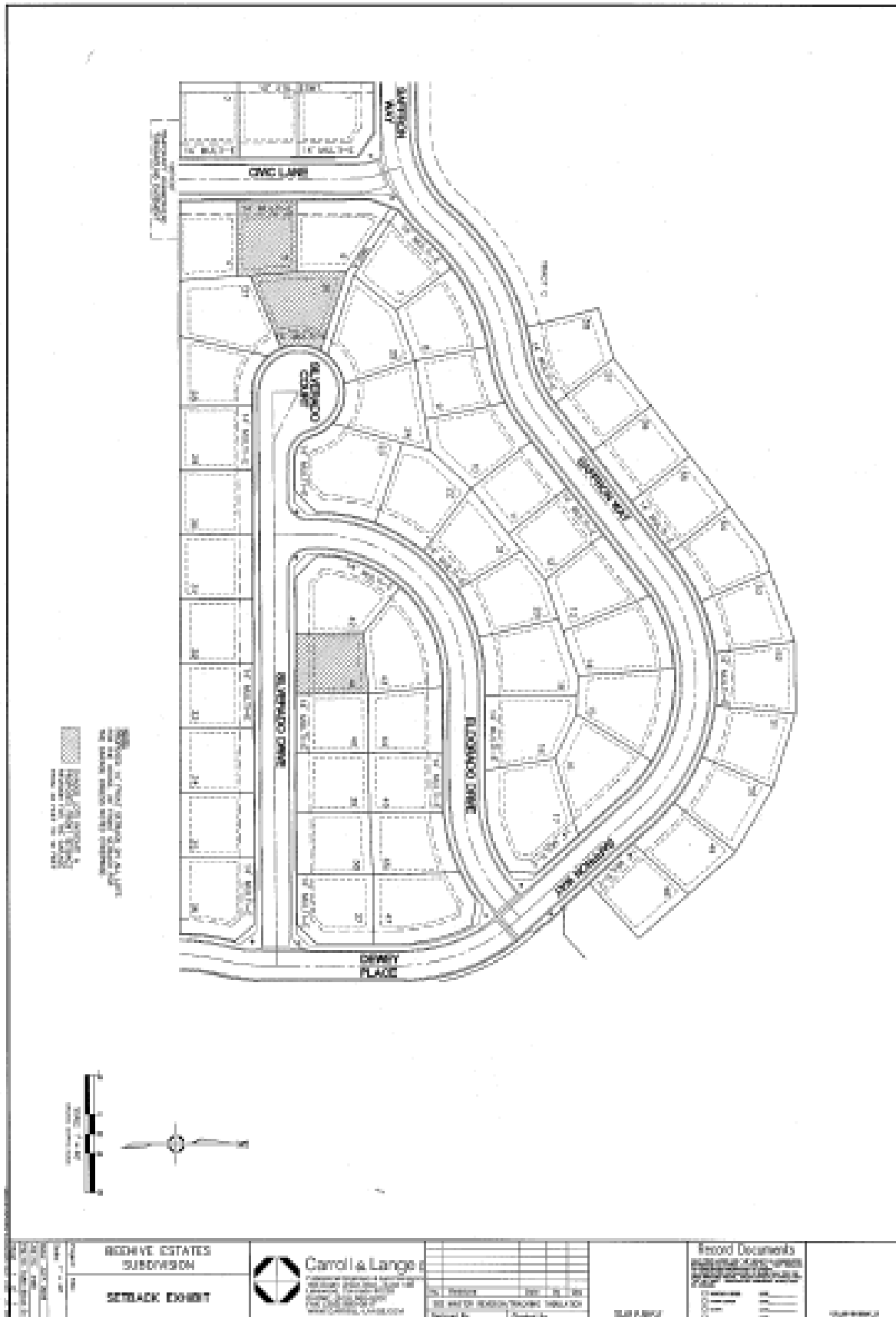
2/27/06

John Basford

I do not see any conflicts with this request in regards to the existing utility layout. If any re-routing or re-positioning of existing facilities will be necessary, it will be at owner's expense.

Response: No additional response required.

Comments not available as of 3/21/06:
Qwest



SHEET NO. OF TOTAL SHEETS DATE TITLE DRAWN BY CHECKED BY	THE BEEHIVE ESTATES SUBDIVISION SETBACK EXHIBIT	 Carol & Lange ARCHITECTS & ENGINEERS 1000 W. WASHINGTON STREET SUITE 100 HUNTSVILLE, ALABAMA 35895 TEL: (205) 833-8888 FAX: (205) 833-8889 WWW.CAROL-LANGE.COM	<table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	DESCRIPTION					Record Documents SUBDIVISION RECORDS SUBDIVISION MAP SUBDIVISION RECORDS SUBDIVISION RECORDS SUBDIVISION RECORDS SUBDIVISION RECORDS	DATE PLOTTED: 10/13/2009
DATE	DESCRIPTION										

CITY OF GRAND JUNCTION

ORDINANCE NO.

AN ORDINANCE AMENDING THE ESTABLISHED SETBACKS FOR THE FUOCO
PROPERTY PLANNED DEVELOPMENT, LOCATED EAST OF DEWEY PLACE
ALSO KNOWN AS BEEHIVE ESTATES

Recitals:

Ordinance No. 3564 established the Planned Development (PD) zone district for the Fuoco property (later known as Beehive Estates). The Ordinance established RMF-8 as the default zone. The following public benefits were proposed and established as part of the ordinance:

1. Dedication of approximately 3.54 acres to the public for use as an Open Space park and regional stormwater detention facility.
2. Public improvements of the park area to include:
 - a. An 8' trail, constructed to City standards/specifications, around the park.
 - b. Approximately 25 trees to be planted in the park with plant selections and planting plan to be approved by the City prior to planting.
 - c. Turf, established according to the Parks and Recreation department's seeding and established specifications.
 - d. Benches with concrete pads as approved by the City.
 - e. Developer to escrow approximately \$900 for park signage.
 - f. Fencing along the rear lot lines of 11 residential lots that back up to the park site.
 - g. An underground, pressurized irrigation system designed to City specifications.
3. Fencing of the pedestrian path (Tract A) from the residential areas to the Open Space park.
4. Conveyance of irrigation water rights to the City of Grand Junction.

The developer has completed most of the required improvements and has entered into a Development Agreement for the completion. This request for an amendment to the PD is only to modify the required setbacks of the RMF-8 default zone. RMF-8 required setbacks are 20' front, 5' side and 10' rear for principal structures. The applicant is requesting to reduce the front yard setback to 14' for the house, with the garage setback remaining at 20', except for lots 6, 26 and 41 for which the garage setback would be reduced to 19'. The establishment of these setbacks will allow for any one of their four models of homes to fit on the lots. The developer has submitted a rendering of architectural features of the proposed homes.

All of the previously established public benefits will remain. In addition, the applicant is proposing to create a Home Owners' Association (HOA) to do the following:

- Maintain all the front, side, rear, and streetscapes that abut homes in the subdivision, assuring continuity and quality in the landscapes;
- Accept the maintenance of the “difficult” park area in the SW corner of the subdivision.
- Accept and maintain the pedestrian walkway between Saffron Way and Silverado Court;
- Maintain or require maintenance by homeowners, of all fencing that abuts public or common open space;
- Maintain subdivision entry/identification signs.

The City Council finds that the request meets the requirements of Sections 2.12.C.2 and 5.4 of the Zoning and Development Code.

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

That Ordinance No. 3564 is hereby amended to allow for the following deviations from the default zone of RMF-8 (Residential Multifamily, 8 units per acre):

- Front yard setback shall be 14 feet, provided the garage is at least 20 feet from the front property line, except for lots 6, 26 and 41 for which the garage setback will be reduced to 19’.

Legal Description:

Beehive Estates Subdivision, as recorded in Plat Book 3845, Pages 25-25, Reception No. 2241066, Mesa County Clerk and Recorder.

INTRODUCED for FIRST READING and PUBLICATION this ____ day of _____, 2006.

PASSED on SECOND READING this ____ day of _____, 2006.

ATTEST:

City Clerk

President of City Council

Attach 10

Name Recommendation for Park Located in Beehive Subdivision

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Name Recommendation for Park Located in Beehive Sub.					
Meeting Date		October 4, 2006					
Date Prepared		September 25, 2006			File #		
Author		Traci Altergott		Recreation Superintendent			
Presenter Name		Traci Altergott		Recreation Superintendent			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes		No	Name	
	Workshop	X		Formal Agenda	X	Consent	Individual Consideration

Summary: In March of this year, the Parks and Recreation Advisory Board conducted a “Name the Park” contest to name a park located in Orchard Subdivision off Saffron Way (northeast of Patterson and 25 ½ Road at the end of Dewey Place). Upon conclusion of the “Name the Park” contest a recommendation from staff and a sub-committee of the Parks and Recreation Advisory Board was presented to the Board for consideration. To encourage community-wide use and appreciation of this park, it is recommended that “Honeycomb Park” become the official name of the park. “Honeycomb Park” is a distinct, yet complimentary name to the existing subdivision.

Action Requested/Recommendation: It is recommended that City Council officially name the park located in the Beehive Subdivision off of Saffron Way (northeast of Patterson and 25 ½ Road at the end of Dewey Place) “Honeycomb Park”.

Background Information:

The park located in the Orchard Subdivision off Saffron Way (northeast of Patterson and 25 ½ Road at the end of Dewey Place) was originally named “Fuoco Park”; however, it was reported the Fuoco family did not want their name associated with the property. The park was then informally named after the Beehive Subdivision in which the park is located. Most recently, the subdivision has been renamed the “Orchard” and is being marketed in that manner. The Beehive drainage way travels through the subdivision and the dedicated park.

The contest to name the park was held in conjunction with the summer activity guide. Thirty-two recommendations were received from the community via the contest. The recommendations vary but almost a third revolves around the “Beehive” theme. In fact,

“Honeycomb” was the only submittal that received more than one vote (four total). At the conclusion of the contest, the Parks and Recreation Advisory Board sub-committee reviewed the submittals. The Parks and Recreation Advisory Board and an informal sampling within the Parks and Recreation Department were consistent with the public’s recommendations. To encourage community-wide use and appreciation of the park, it is suggested that “Honeycomb Park” be recommended to City Council for formal adoption. Honeycomb Park is a distinct, yet complimentary name for the Orchard Subdivision and environment. The following four individuals recommended this name and will receive a \$100 gift certificate as part of the contest:

Deany Hayes
Julie Stewart
Raisha Quinn
Debbie Swander

The original plan was for the park to be completed during the fall of 2005 and turned over to the City after the turf was adequately established and thus the reason for the “Name the Park” contest conducted earlier this year. Unfortunately due to several unforeseen maintenance issues, the contractor has not yet completed construction. During the fall of 2005, the contractor was late in applying the grass seed and consequently there was very little germination. The contractor/ developer had intended to re-seed the park early in 2006 and establish the turf through the spring and summer. Then hopefully, turn the park over at the end of the summer. Recently, it was discovered that the irrigation system was not installed per the plans and specifications and there remains inadequate turf coverage of the park site.

Currently, there have been some discussions that the irrigation system may need revisions and that some of the grass seed will have to be re-done. If this is the case, it is not anticipated that the City will take over maintenance responsibilities until spring or summer of 2007. It is anticipated that “Honeycomb Park” will be accepted by the City of Grand Junction in 2007 following the establishment of turf and a fully operational irrigation system.

Attach 11

Art Contract for the 24 Road/I-70 Roundabouts

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Art Contract for the 24 Road/I-70 Roundabouts						
Meeting Date	October 4, 2006						
Date Prepared	September 28, 2006	File # - N/A					
Author	Don Newton	Engineering Projects Manager					
Presenter Name	Mark Relph	Public Works and Utilities Director					
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When		
Citizen Presentation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name		
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: The City of Grand Junction Commission on Arts and Culture has selected Harlan Mosher to design, construct and install two sculptures within the central circle of the two roundabouts at the new 24 Road/I-70 Interchange.

Budget:

Project Costs:

Art Contract (Sculptures by Harlan Mosher)	\$100,000
Landscape Design Contract (Carter-Burgess)	\$35,220
Landscape Construction (estimate)	\$524,800
Construction Inspection and Administration (est.)	<u>\$15,000</u>
Total Project Cost	\$675,000

Project Funding:

City funds budgeted for 24 Road/I-70 Interchange Landscaping and Artworks (CIP Acc. No. 2011-F44400)	\$675,000
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Action Requested/Recommendation: Authorize the City Manager to sign a Contract with Harlan Mosher to design, construct and install two sculptures for a fixed fee of \$100,000.

Attachments: none

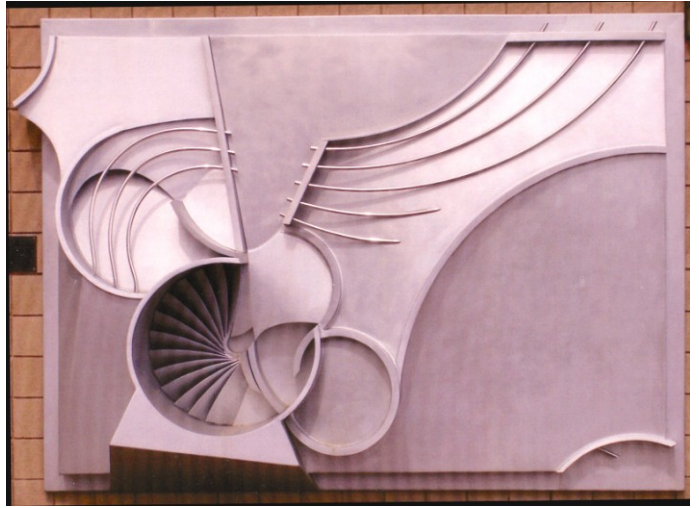
Background Information:

Proposals were received from three Mesa County artists on August 18, 2006 in response to a Request for Qualifications published on August 1 and 6, 2006. A selection committee consisting of members of the Grand Junction Commission on Arts and Culture (Doug Clary, Jeanine Howe, Karen Kiefer, Joan Meyers, Robert Oppenborn, and Lora Quesenberry), City Project Engineer Kent Harbert, and Carter-Burgess representatives Steve Wilensky and Renee Henningfeld (via conference call) met on Wednesday, August 23, 2006 to review and rate the proposals received. Selection criteria used included relevant experience for this type of project, qualifications, references, ability to meet project schedule, and ability to obtain liability insurance during on-site installation of the artworks. Based on these criteria, the committee selected Harlan Mosher from Loma, Colorado, to design and construct sculptures for this project.

Mr. Mosher will attend design and coordination meetings with Carter-Burgess and City staff to ensure integration of the artworks with landscaping in each roundabout. Landscaping of the interchange is scheduled to begin this fall and will be completed in the spring of 2007. The completed artworks are to be installed no later than July 1, 2007.

Following are photos and locations of some of Mr. Mosher's sculptures:





Attach 12

Construction Contract for Palace Verdes Sewer Improvement District

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Construction Contract for Palace Verdes Sewer Improvement District						
Meeting Date	October 4, 2006						
Date Prepared	September 28, 2006	File # - N/A					
Author	Justin Vensel	Project Manager					
Presenter Name	Mark Relph	Public Works and Utilities Director					
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: The Palace Verdes Sewer Improvement District project will allow for the elimination of septic systems by installing a 6” sanitary sewer line along Palace Verdes Dr. and Arriba Dr. east of 23 Road.

Budget: Total project cost to be incurred within the limits of the proposed district boundaries are estimated to be \$223,794.00. Sufficient funds have been budgeted in fund 906, the “sewer improvement district fund”, to pay for costs associated with this proposed improvement district. Except for the 30% Septic System Elimination contribution, this fund will be reimbursed by assessments to be levied against the 24 benefiting properties, as follows:

Project costs:

Estimated Project Costs	\$223,794.00	\$9,324.75/lot
-30% Septic System Elimination Contributed by City	\$(67,138.20)	
	<u>\$(2,797.43)/lot</u>	
Total Estimated Assessments	\$156,655.80	\$6,527.33/lot

Fund summary:

2006 Budget Fund 906
\$1,866,917.00

Design and Construction costs
For sewer improvement districts

Anticipated in 2006:

\$1,431,000.00

Balance Remaining

\$435,917.00

Action Requested/Recommendation: Authorize the City Manager to execute a Construction Contract for the Palace Verdes Sewer Improvement District with Sorter Construction in the amount of **\$197,214.00**. Award of contract is to be contingent on the formation of the district by the Mesa County Board of County Commissioners.

Background Information: This project will be constructed under the Septic System Elimination Program (SSEP) that was adopted by City Council and the Mesa County Commissioners in May of 2000. Through the SSEP program the Persigo system provides financing for sewer improvement district projects as well as underwriting 30% of the costs to extend sewer service to property lines. Neighborhoods are able to form sewer improvements districts, such as this one, by petitioning City Council or the Mesa County Commissioners.

The owners of real estate located in the unincorporated area of Mesa County, east of 23 Road along Palace Verdes drive and Arriba Drive have petitioned the Mesa County Board of County Commissioners (BOCC) to create an improvement district for the installation of sanitary sewer facilities. The BOCC will legally form the sewer improvement district on October 23, 2006 based on bids received. Bids were received and opened on August 22, 2006 for the Palace Verdes Sewer Improvement District.

Should the district be formed, work is scheduled to begin on or about November 6, 2006 and continue for 60 calendar days with the majority of work being completed before December 24, 2006. This contract will be suspended until asphalt is available in the spring of 2007, at which time crews will complete the paving portion of the contract and all clean-up items.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>
<u>Bid Amount</u>	
Sorter Construction \$197,214.00	Grand Junction, CO
BWR Constructors \$232,553.75	Cortez, CO
Engineer's Estimate \$200,341.20	

Project Location:

Attach 13

Construction Contract Extension for Riverside Parkway Phase 3

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Construction Contract Extension for Riverside Parkway Phase 3					
Meeting Date	October 4, 2006					
Date Prepared	September 27, 2006				File #	
Author	Jim Shanks		Riverside Parkway Program Manager			
Presenter Name	Mark Relph		Public Works & Utilities Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: Approval of a Construction Contract Extension to SEMA Construction, Inc. in the amount of \$22,514,443 for the Riverside Parkway Phase 3.

Background Information: SEMA Construction, Inc. was the low bidder for both Phases 1 and 2 of the Riverside Parkway project. A summary of those bids is as follows:

Phase 1 -- September 13, 2005

Contractor	From	Bid
United Companies	Grand Jct, CO	\$ 15,336,125.40
SEMA Construction	Englewood, CO	\$ 13,777,777.11
Engineer's Estimate		\$ 14,501,974.50

Phase 2 -- April 25, 2006

Contractor	From	Bid
Hamon Contractors, Inc	Denver, CO	\$ 32,851,002.49
Lawrence Construction Co.	Littleton, CO	\$ 34,023,896.30
SEMA Construction	Englewood, CO	\$ 31,555,555.55
Engineer's Estimate		\$ 31,650,000.00

SEMA was subsequently awarded both contracts. Phase 1 is nearing completion. SEMA is under the bid amount for the Phase 1 contract. Phase 2 is under construction and is on schedule and within the bid amount.

City staff approached SEMA and asked if they would consider constructing Phase 3 using the same unit prices that were bid in Phase 2 without any adjustment for inflation since the Phase 2 bid. Over 90% of the cost of Phase 3 is for unit prices that are

included in Phase 2. SEMA was also asked to reduce the Phase 3 cost by \$500,000 due to efficiencies in having them construct both Phases 2 and 3 concurrently. The total amount for the Phase 3 contract extension is \$22,514,443.

City staff is concerned that a lack of sufficient competition and uncertainty in the construction bidding climate may lead to a higher bid than anticipated. We believe that bidding Phase 3 will likely result in only two bids being received. Recent bid openings for similar projects such as the Wolf Creek project bid by CDOT in August has shown a rapid increase in prices and a large variation in the amounts bid to the point that CDOT has postponed their Wolf Creek project indefinitely. They received 3 bids the lowest of which was \$2.9 million over their \$26.4 million estimate for their preferred alternative. The next low bid was an additional \$2.5 million

Since over 90% of the cost of Phase 3 includes quantities that were already competitively bid in April, and since SEMA has agreed to honor those April prices and have agreed to further lower their price to account for their savings due to their being able to do both project concurrently, the City staff believes that the best interest of the City is served by authorizing a contract extension to SEMA to complete Phase 3 of the project. SEMA's bid in April was \$1.3 million lower than the next lowest bid.

SEMA will be able to begin work immediately and their plan is to complete the work several months ahead of the City's November, 2008 project completion deadline. SEMA plans to use local contractors to perform the same work that they are currently doing on Phases 1 and 2 which includes concrete flatwork construction, asphalt supply and construction, aggregate materials, concrete materials, trucking, landscaping, pipe supply, pipe boring and fencing.

Budget: The Riverside Parkway is funded through Fund 204 / F04600 and Fund 2011. The current budget estimate for all three phases of Riverside Parkway construction is \$68.5 million. If approved, the total amount contracted with SEMA would be \$67,847,775.66.

Action Requested/Recommendation: Authorize the City Manager to sign a Contract Extension Agreement with SEMA Construction, Inc. for the **Riverside Parkway Phase 3** in the amount of **\$22,514,443.00**.

Attachments: none

Attach 14

Opposition to a Constitutional Amendment Changing the Initiative and Referendum Process

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject	Opposition to a Constitutional Amendment Changing the Initiative and Referendum Process							
Meeting Date	October 4, 2006							
Date Prepared	September 27, 2006				File #			
Author	Stephanie Tuin			City Clerk				
Presenter Name	David Varley			Interim City Manager				
Report results back to Council	X	No		Yes	When			
Citizen Presentation		Yes	X	No	Name			
	Workshop	X		Formal Agenda		Consent	X	Individual Consideration

Summary: An initiated constitutional amendment will appear on the November 7, 2006 ballot. The proposed measure will have a severe impact on cities and towns in Colorado if approved by the voters. Due to the gravity of the effects of this proposed amendment, staff is asking the City Council to, in accordance with the Fair Campaign Practices Act, adopt a resolution opposing the amendment.

Budget: No budget impact

Action Requested/Recommendation: Adopt Proposed Resolution

Attachments:

Proposed Resolution

Background Information:

The proposed constitutional Amendment 38 will have financial, legislative and personal liability impacts for government employees. The most significant of these impacts are:

1. It changes the number of electors needed to sign a petition (either initiative or referendum) in order for a measure to go on a ballot. Currently the City Charter requires a 5% petition for a regular election and a 10% petition for a special election. Amendment 38 will supersede the Charter and require 5% to cause a special election. The 5% will be determined by the votes for the Secretary of State, not the Governor, as our current practice.

For example, on the watershed initiative only 790 signatures would have required an election.

2. The measure requires any initiative or referendum petition election to be held in November. Because our regular election is in April, this would mean that November would always have to be a special election for City initiatives or referenda, costing the taxpayers the additional expense, even if there was an April election coming up!

3. The proposal has time frames built in to delay the issue. As stated above, all initiative or referendum issues have to go to the voters in November. So if the petition was verified in January, it still has to wait until November to go to a vote. The ballot text also says that if the petition is verified within three months of the November election, it has to wait until the following November to go to a vote. Imagine how the watershed protection ordinance initiators would have felt if they had to wait fourteen months for the issue to proceed.

Another time delay provision is that ordinances adopted by the City Council cannot become effective for 91 days after publication. Currently ordinances are in effect 30 days after publication. The 91 day provision is to allow for a longer protest period and petition circulation period. In practice, this provision would further delay enactment; a critical example would be the development process. A developer could not proceed until three months after their zoning is approved!

4. This amendment requires the taxpayers to fund the petition process. Currently, petitioners must have their form of the petition approved by the City Clerk, but they have to print it themselves. Amendment 38 requires the municipality to provide petition forms on any issue within seven days. The petition may never get circulated or returned. Any adult can circulate a petition. The municipality is limited to charging one dollar per form.

5. Amendment 38 requires the taxpayers to pay for political advertising for the proponents. Proponents' statements up to 1,000 words must be distributed exactly as written. The opponents' statements must be summarized and are limited to the same length as the proponents' statement. If the proponents only submit a ten word statement, then the opposition statement is limited to ten words.

6. Government employees would be prohibited from even discussing initiated or referred measures; they cannot even answer questions. Plus, if accused, they must pay for their defense themselves, even if no violation occurred!

If a violation is proven to have occurred, the penalty is then to pay the State general fund three times the amount of money spent or \$3,000, whichever is greater. So the penalty does not even go back to the City to repay the expense incurred, but three times the amount goes to the State treasury.

City staff and the Colorado Municipal League strongly urge opposition to Amendment 38. If approved, the resolution will be forwarded to CML.

**CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. -06**

**A RESOLUTION OPPOSING AMENDMENT 38, THE STATE WIDE BALLOT
MEASURE TO AMEND THE PETITIONING PROCESS FOR INITIATIVES AND
REFERENDA**

RECITALS.

An initiated constitutional amendment, Amendment 38 to the Colorado Constitution, has been certified for consideration by the voters of the State of Colorado at the November 7, 2006 election.

Amendment 38 proposes to supersede and overrule all conflicting provisions of the Colorado Constitution, Colorado Statutes and the City Charter and ordinances in order to implement a new petitioning process in Colorado.

Amendment 38 proposes to reduce the number of signatures required for a measure to go to a vote of the electorate; it requires that all petitioned questions be voted on at a November election thereby prohibiting such issues to be placed on Grand Junction's regular municipal election in April and it prohibits the City Council from scheduling any special election on an initiative or referendum in months other than November as currently allowed by the City Charter. Further, the amendment will delay the enactment of any ordinances an additional two months thereby restricting the City's ability to act promptly to protect and meet the needs to the citizens.

Amendment 38 forces taxpayers to pay the cost of printing petitions and for the cost of distributing the proponents' political statement on initiated measures.

Amendment 38 will also prohibit government employees from discussing the measure or answering questions on the ballot issue. Any alleged violation of that limitation can result in the employee paying for their own defense and if found in violation, causing a penalty up to three times the amount expended to be paid to the State treasury.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction does hereby oppose Amendment 38 and urge the defeat of such amendment for the reasons stated.

Further, the City Council urges all City voters to consider the severe impacts Amendment 38 will have on the government's ability to provide for the needs of the citizens and to protect them from needless expense in providing petitions for frivolous measures, special elections and delays in the enactment of laws.

President of the Council
ATTEST:

City Clerk

Attach 15

Resolution Approving Industrial Developments, Inc., and Colorado West Improvements Inc., as an Economic Development Cooperator with the City of Grand Junction

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Resolution Approving Industrial Developments, Inc. and Colorado West Improvements, Inc. as an Economic Development Cooperator with the City of Grand Junction						
Meeting Date	October , 2006						
Date Prepared	September 25, 2006				File #		
Author	John Shaver			City Attorney			
Presenter Name	John Shaver			City Attorney			
Report results back to Council	x	No		Yes	When		
Citizen Presentation	x	Yes		No	Name	Diane Schwenke, IDI staff	
	Workshop	x		Formal Agenda		Consent	x Individual Consideration

Summary: Industrial Developments, Inc. (IDI) is requesting that the City of Grand Junction support their attempt to register with the IRS with 501 c (3) status. In order to accomplish that, the City must adopt a resolution that states that IDI is an economic development organization that assists the City with it's efforts.

Budget: NA.

Action Requested/Recommendation: That the City Council adopt the proposed resolution.

Attachments: IDI request
Resolution

Background Information: Industrial Developments, Inc. (IDI) and Colorado West Improvements, Inc. (CWII) are the same organization that serves under the guidance of the Grand Junction Area Chamber of Commerce. In order to qualify for 501 c (3) status under the IRS code, they must be formally recognized as an economic development cooperator with the City of Grand Junction. Upon applying for 501 c (3) status it is the intent of the organization to be known as IDI and perform all the necessary transfers and legal documentation to make that happen.

The attached resolution proposes language that would allow IDI and CWII to both be recognized as economic development cooperators and therefore apply as IDI for the

501 c (3) status. That application will take a lengthy period of time and this is part of the overall process.

Staff would recommend that the City Council adopt this resolution.

IDI and GJEP Seek 501c3 Status

Background:

Late in 2005 Greg Hoskin a member of the IDI Board of Directors began contemplating the possibility of gaining 501c3 status for IDI. The reasons such status would be desirable include:

It would give individuals the opportunity to receive favorable tax consideration for donations to IDI of cash and/or property, something not currently available thus enhancing the organization's ability to fundraise from private sources.

While businesses can now deduct their contributions to IDI as ordinary business income they too might benefit from having contributions considered from a charitable standpoint

It would open up the possibility for IDI to receive funding from foundations and other grant sources.

Greg began investigating whether it was possible for economic development organizations to achieve the 501c3 status and discovered about six organizations that had been successful in making application to the IRS. In the course of that research it was deemed appropriate to include GJEP in the process as well.

The law firm of Hoskin, Farina and Kampf, along with the accounting firm of Dalby, Wendland and Company began the process of developing an application and documentation for eventual submittal to the IRS.

A key piece of documentation is a resolution from governmental agencies indicating that the economic development organization seeking this favorable tax status is performing a governmental function by working toward economic diversification.

Action Requested:

The IDI Board and the GJEP Board are respectfully requesting that the City of Grand Junction pass a resolution stating that both organizations are engaged in performing a government function by implementing economic development programs. There appears to be no other commitments required from local governments and the record of joint projects and programs such as Bookcliff Technology Park is already well documented as to the relationship that exists between these entities and the City of Grand Junction.

RESOLUTION NO. _____

**A RESOLUTION APPROVING INDUSTRIAL DEVELOPMENTS, INC.
COLORADO WEST IMPROVEMENTS, INC. AS AN ECONOMIC DEVELOPMENT
COOPERATOR WITH THE CITY OF GRAND JUNCTION**

RECITALS:

Creation of favorable economic conditions and economic infrastructure are required to promote the relocation of new businesses to the City of Grand Junction ("City"). The expansion of existing businesses is necessary in order to create new jobs and business opportunities. The City has undertaken and assumed the burden of assisting in such economic development.

Participation by private economic development organizations in the creation of favorable business conditions in the City lessens the burden on local government and helps promote economic development.

Industrial Development, Inc., a Colorado non-profit corporation (IDI) is an economic development organization which for several decades has been actively involved, in cooperation with the City and Mesa County, in economic development to promote economic growth in the City and, thus, has lessened the governmental burden for economic development on the City.

Colorado West Improvements, Inc., a Colorado non-profit corporation (CWII) is an economic development organization which for several decades has been actively involved, in cooperation with IDI, the City and the County, in economic development to promote economic growth in the City and, thus, has lessened the governmental burden for economic development on the City.

CWII and IDI intend for CWII to merge with IDI under the laws of the State of Colorado with IDI being the name of the newly merged entity.

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

IDI and CWII are recognized as economic development organizations whose activities lessen the burden on the City in promoting economic development in the City. Upon the merger of CWII and IDI, the successor corporation (the IDI/CWII Successor) will be recognized as an economic development organization whose activity lessens the burden on the City in promoting the economic development of the City.

IDI and CWII, or the IDI/CWII Successor, are recognized as an economic development organization(s) with which the City is authorized to cooperate on a project-by-project basis in economic development; in particular developing industrial sites in order to provide developed land to new or existing expanding businesses.

Any IDI, CWII, or IDI/CWII Successor economic development project conducted in cooperation with the City is subject to the City oversight which includes but is not limited to the business of conveying real property and the terms and conditions of such conveyances.

Dated this _____ day of _____, 2006.

ATTEST:

CITY COUNCIL,
CITY OF GRAND JUNCTION

Stephanie Tuin, City Clerk

James J. Doody, Mayor

Attach 19

GJEP as an Economic Development Cooperator with the City of Grand Junction
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Grand Junction Economic Partnership as an Economic Development Cooperator with the City of Grand Junction					
Meeting Date	October 4, 2006					
Date Prepared	September 25, 2006				File #	
Author	John Shaver		City Attorney			
Presenter Name	John Shaver		City Attorney			
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name	GJEP staff
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent <input checked="" type="checkbox"/> Individual Consideration

Summary: Grand Junction Economic Partnership (GJEP) is requesting that the City of Grand Junction support their attempt to register with the IRS with 501 c (3) status. In order to accomplish that, the City must adopt a resolution that states that GJEP is an economic development organization that assists the City with our efforts.

Budget: NA.

Action Requested/Recommendation: That the City Council adopt the proposed resolution.

Attachments:

IDI/GJEP Request
 Proposed Resolution

Background Information: Grand Junction Economic Partnership (GJEP) intends to apply to the IRS for non-profit status. In order to qualify for 501 c (3) status under the IRS code, they must be formally recognized as an economic development cooperator with the City of Grand Junction.

The attached resolution proposes language that would allow GJEP to be recognized as an economic development cooperator and therefore apply for the 501 c (3) status. That application will take a lengthy period of time and this is part of the overall process.

Staff would recommend that the City Council adopt this resolution.

IDI and GJEP Seek 501c3 Status

Background:

Late in 2005 Greg Hoskin a member of the IDI Board of Directors began contemplating the possibility of gaining 501c3 status for IDI. The reasons such status would be desirable include:

- It would give individuals the opportunity to receive favorable tax consideration for donations to IDI of cash and/or property, something not currently available thus enhancing the organization's ability to fundraise from private sources.
- While businesses can now deduct their contributions to IDI as ordinary business income they too might benefit from having contributions considered from a charitable standpoint
- It would open up the possibility for IDI to receive funding from foundations and other grant sources.

Greg began investigating whether it was possible for economic development organizations to achieve the 501c3 status and discovered about six organizations that had been successful in making application to the IRS. In the course of that research it was deemed appropriate to include GJEP in the process as well.

The law firm of Hoskin, Farina and Kampf, along with the accounting firm of Dalby, Wendland and Company began the process of developing an application and documentation for eventual submittal to the IRS.

A key piece of documentation is a resolution from governmental agencies indicating that the economic development organization seeking this favorable tax status is performing a governmental function by working toward economic diversification.

Action Requested:

The IDI Board and the GJEP Board are respectfully requesting that the City of Grand Junction pass a resolution stating that both organizations are engaged in performing a government function by implementing economic development programs. There appears to be no other commitments required from local governments and the record of joint projects and programs such as Bookcliff Technology Park is already well documented as to the relationship that exists between these entities and the City of Grand Junction.

RESOLUTION NO. _____

A RESOLUTION APPROVING GRAND JUNCTION ECONOMIC PARTNERSHIP AS AN ECONOMIC DEVELOPMENT COOPERATOR WITH THE CITY OF GRAND JUNCTION

RECITALS:

Creation of favorable economic conditions and economic infrastructure are required to promote the relocation of new businesses to the City of Grand Junction ("City"). The expansion of existing businesses is necessary in order to create new jobs and business opportunities. The City has undertaken and assumed the burden of assisting in such economic development.

Participation by private economic development organizations in the creation of favorable business conditions in the City lessens the burden on local government and helps promote economic development.

Grand Junction Economic Partnership, (GJEP) is an economic development organization which has been actively involved, in cooperation with the City and Mesa County, in economic development to promote economic growth in the City and, thus, has lessened the governmental burden for economic development on the City.

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

GJEP is recognized as economic development organizations whose activities lessen the burden on the City in promoting economic development in the City.

GJEP is recognized as an economic development organization with which the City is authorized to cooperate on a project-by-project basis in economic development; in particular developing industrial sites in order to provide developed land to new or existing expanding businesses.

GJEP economic development projects conducted in cooperation with the City are subject to the City oversight which includes but is not limited to the business of conveying real property and the terms and conditions of such conveyances.

Dated this _____ day of _____, 2006.

ATTEST:

CITY COUNCIL,
CITY OF GRAND JUNCTION

Stephanie Tuin, City Clerk

James J. Doody, Mayor

Attach 16

Zoning the Abeyta-Weaver Annexation, Located at 3037 D ½ Road, 432 and 436 30 ¼ Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Zoning of the Abeyta-Weaver Annexation located at 3037 D ½ Road, 432 and 436 30 ¼ Road					
Meeting Date	October 4, 2006					
Date Prepared	September 28, 2006			File #GPA-2005-188		
Author	Senta L. Costello		Associate Planner			
Presenter Name	Senta L. Costello		Associate Planner			
Report results back to Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When	
Citizen Presentation		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent
					<input checked="" type="checkbox"/>	Individual Consideration

Summary: Request to zone the 12.82 acre Abeyta-Weaver Annexation, located at 3037 D ½ Road, 432 and 436 30 ¼ Road, to RMF-8 (Residential Multi-Family 8 du/ac) and CSR (Community Services and Recreation).

Budget: N/A

Action Requested/Recommendation: Hold a public hearing and consider final passage of the ordinance.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. General Location Map / Aerial Photo
3. Growth Plan Map / Zoning Map
4. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
Location:		3037 D ½ Road, 432 and 436 30 ¼ Road	
Applicants:		Owner / Applicant: Mesa Co School Dist #51	
Existing Land Use:		2 – single family residences / Agricultural	
Proposed Land Use:		2 – single family residences and a new school	
Surrounding Land Use:	North	Single Family Residential	
	South	Single Family Residential / Agricultural	
	East	Single Family Residential / Agricultural	
	West	Single Family Residential / Agricultural	
Existing Zoning:		PUD	
Proposed Zoning:		RMF-8 and CSR	
Surrounding Zoning:	North	County RSF-R	
	South	County PUD – 5.21 du/ac	
	East	County PUD – undeveloped	
	West	County PUD – 3.61 du/ac / PUD – undeveloped; City – RMF-8	
Growth Plan Designation:		Residential Medium 4-8 and Public	
Zoning within density range?		X	Yes
			No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the RMF-8 and CSR districts is consistent with the Growth Plan designation of Residential Medium 4-8 and Public. The existing County zoning is PUD. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

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

- The proposed zone is compatible with the neighborhood, conforms to and furthers the goals and policies of the growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations.

Response: The proposed RMF-8 zone district is compatible with the neighborhood and will provide a buffer between the school site and the surrounding neighborhoods. It also implements the Pear Park Plan goal to provide areas of higher density to allow for a mix in housing options. The CSR zone district is consistent with school use of the property.

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

Response: Adequate public facilities are available or will be supplied at the time of further development of the property.

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

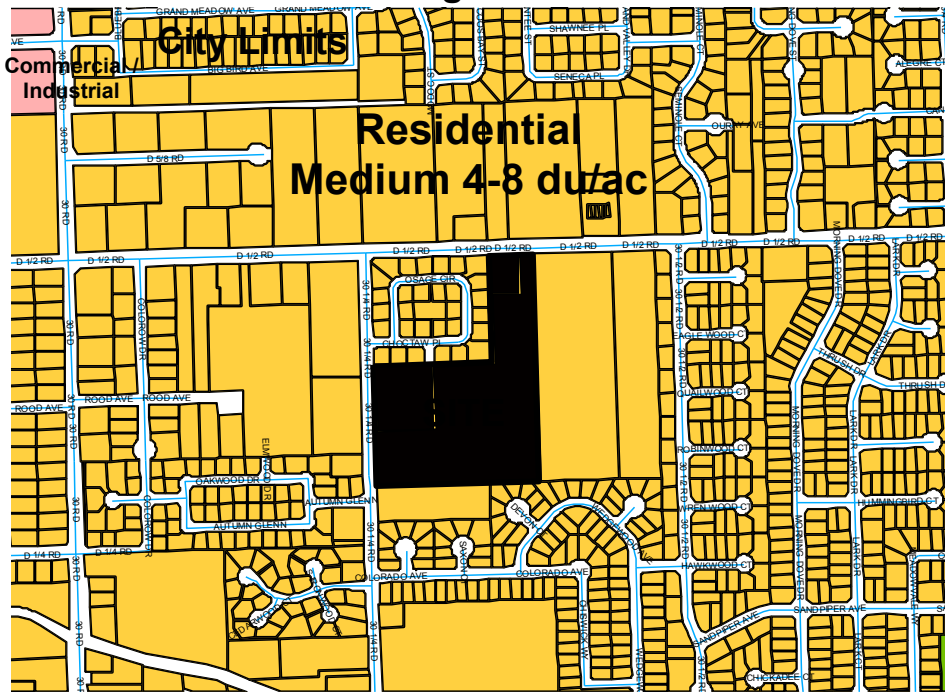
- a. RSF-4
- b. RMF-5

If the City Council chooses to recommend one of the alternative zone designations, specific alternative findings must be made.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the RMF-8 and CSR districts to be consistent with the Growth Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.

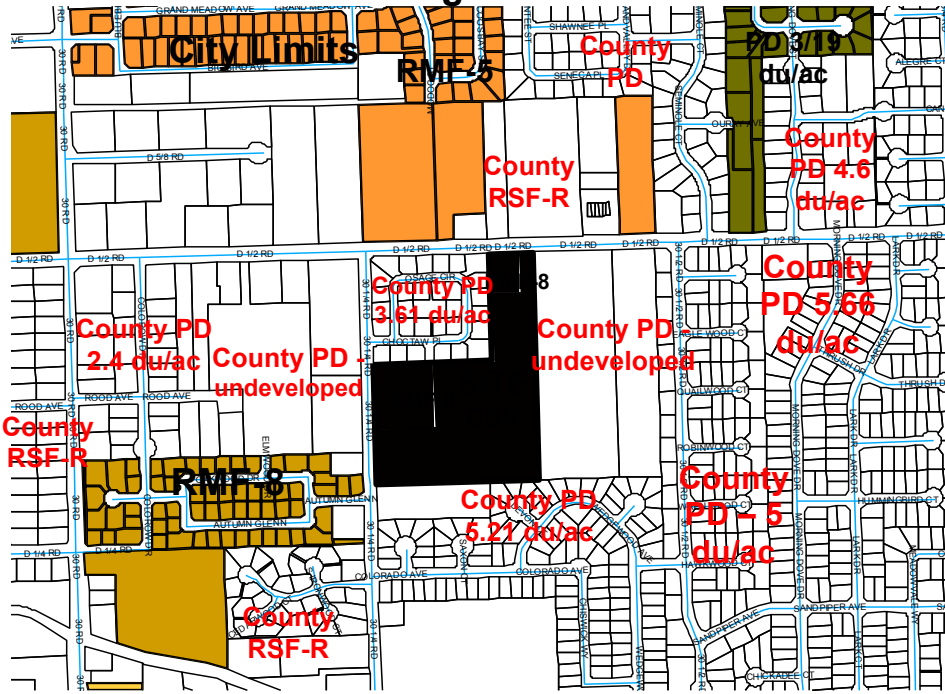
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE ABEYTA-WEAVER ANNEXATION TO
RMF-8 AND CSR**

LOCATED AT 3037 D ½ ROAD, 432 AND 436 30 ¼ ROAD

Recitals

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Abeyta-Weaver Annexation to the RMF-8 and CSR zone districts finding that they conform with the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone districts meet the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RMF-8 and CSR zone districts are in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property be zoned RMF-8 (Residential Multi-Family 8 du/ac).

Lots 1 and 3 of the Abeyta/Weaver Subdivision as recorded at Book 4193 Pages 260-261 of the Mesa County Clerk and Records Office, Mesa County, Colorado

CONTAINING 2.24 Acres (97,574.4 Sq. Ft.), more or less, as described.

The following property be zoned CSR (Community Services and Recreation).

Lot 2 of the Abeyta/Weaver Subdivision as recorded at Book 4193 Pages 260-261 of the Mesa County Clerk and Records Office, Mesa County, Colorado

CONTAINING 8.42 Acres (366,775.2 Sq. Ft.), more or less, as described.

INTRODUCED on first reading the 20th day of September, 2006 and ordered published.

ADOPTED on second reading the ____ day of _____, 2006.

ATTEST:

President of the Council

City Clerk

Attach 17

Mirada Court Rezone, Located 600 Feet East of Mirada Court

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Mirada Court Rezone, located 600 feet east of Mirada Court					
Meeting Date	October 4, 2006					
Date Prepared	September 28, 2006				File # RZ-2006-161	
Author	Faye Hall		Associate Planner			
Presenter Name	Faye Hall		Associate Planner			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary: Request to rezone 5 acres, located 600 feet east of Mirada Court from RSF-E (Residential Single Family, Estate) to RSF-4 (Residential Single Family, 4 units per acre).

Budget: N/A

Action Requested/Recommendation: Hold a Public Hearing and consider final passage of the Rezoning Ordinance.

Background Information: See attached Staff Report/Background Information.

Attachments:

1. Staff Report/Background Information
2. Site Location Map / Aerial Photo Map
3. Future Land Use Map / Zoning Map
4. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION					
Location:		600 feet east of Mirada Court			
Applicant:		Owner: Darren Davidson Representative: Tom Logue			
Existing Land Use:		Vacant			
Proposed Land Use:		No change			
Surrounding Land Use:	North	Vacant			
	South	Vacant			
	East	Vacant			
	West	Vacant			
Existing Zoning:		RSF-E			
Proposed Zoning:		RSF-4			
Surrounding Zoning:	North	RSF-4			
	South	Planned Development – 4 units per acre			
	East	Planned Development – 4 units per acre			
	West	RSF-4			
Growth Plan Designation:		Residential Medium Low 2-4 du/ac			
Zoning within density range?		X	Yes		No

Staff Analysis:

The 5 acre parcel was annexed as the Davidson/Wilcox Enclave on January 21, 2001. At the time of annexation the Mesa County Zoning Map indicated that the property was zoned RSF-E (Residential Single Family Estate). The staff report for the zone of annexation, dated October 30, 2000, states the following:

Under the 1998 Persigo Agreement with Mesa County, the City is allowed to zone newly annexed areas either consistent with the Growth Plan or the same as existing County zoning. City Council has directed staff to propose City zoning identical to and/or compatible with Mesa County zoning for enclave areas. The proposed zoning of RSF-E is identical to or nearly identical to corresponding Mesa County zoning for this property. Please note that this proposed zoning does not meet the Growth Plan's Future Land Use Map recommended densities.

Future development on this property may include rezoning to a higher density supported by the Growth Plan Future Land Use map.

At this time the property is landlocked and has no public facilities to serve it. Any future development of this property is dependent upon development activity on the adjoining parcels to the east and northeast. There currently have been no formal development proposals for the adjoining parcels and until this happens it will remain unknown as to

when this property could develop. The applicant is requesting the rezone at this time so that when the opportunity for development occurs the subject property will have the appropriate zoning in place.

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

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

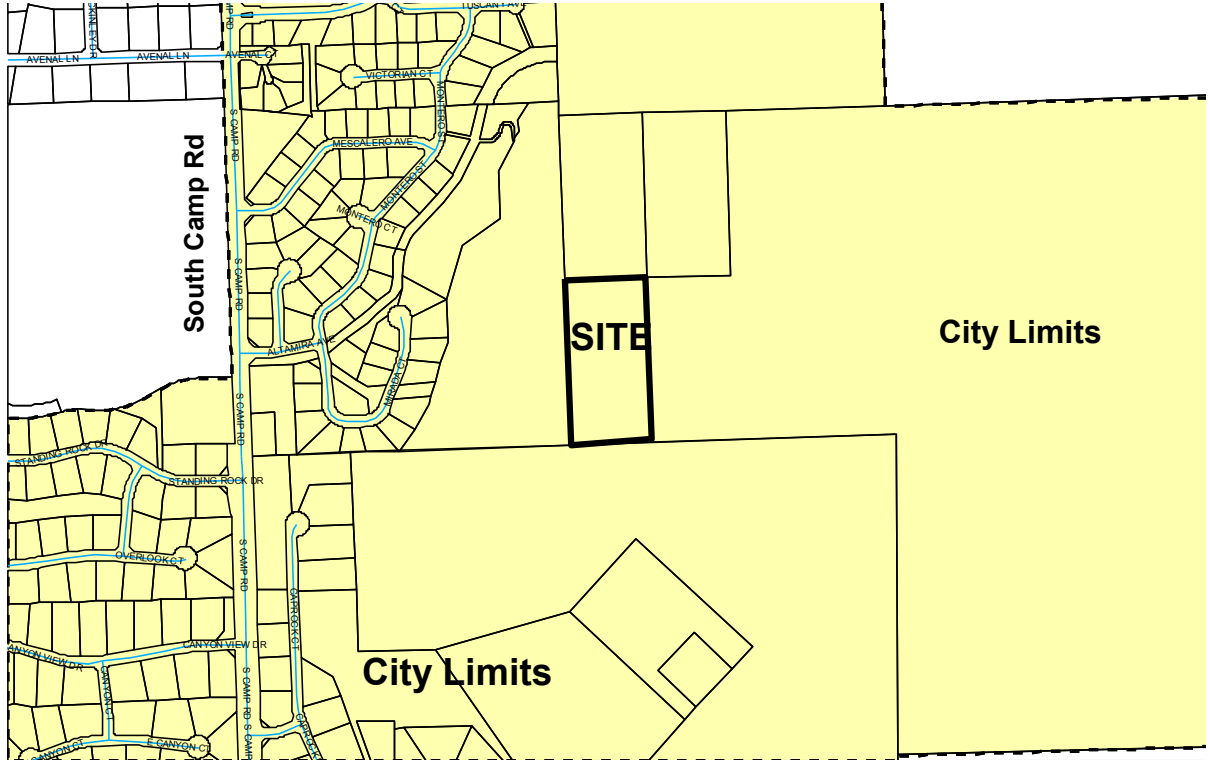
Response: At the time the property was annexed in 2001, the Mesa County Zoning Map indicated that the property was zoned RSF-E. However, the Mesa County Zoning Map from 1987 shows that the property was zoned R-2, which is the equivalent of today's RSF-4 zone district. Mesa County Staff was asked to research when the property's zoning changed from R-2 in 1987 to RSF-E in 2001. Mesa County Staff was unable to produce a resolution from the County Commissioners that verified that the property's zoning had changed or that a rezone request had been made. From this information we believe that the Mesa County's zoning map was in error at the time this property was annexed. Had the Mesa County zoning map shown the property to have been zoned R-2 (or RSF-4), when it was annexed, the proposed zone of annexation would have been RSF-4. Therefore, the existing zoning was in error at the time of adoption.

If the zoning is found to be in error, the remaining criteria of 2.6.A do not apply.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested rezone to the City Council, finding the rezoning to the RSF-4 District to be consistent with the Growth Plan and Section 2.6 of the Zoning & Development Code.

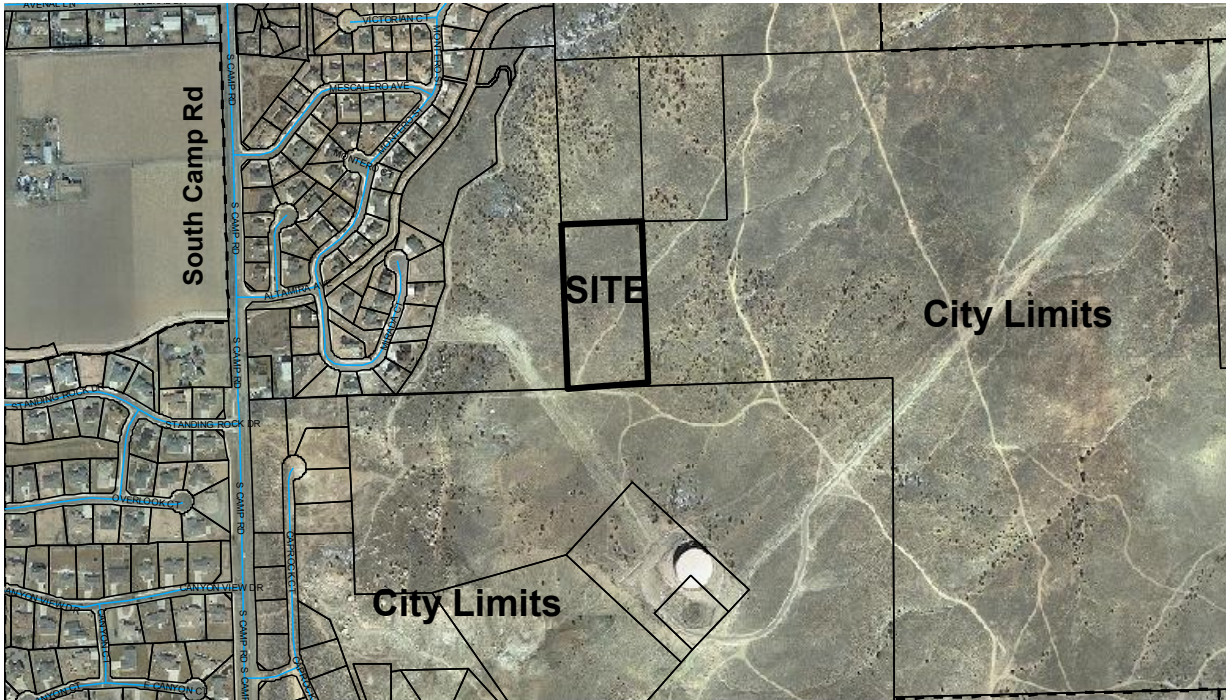
Site Location Map

Figure 1



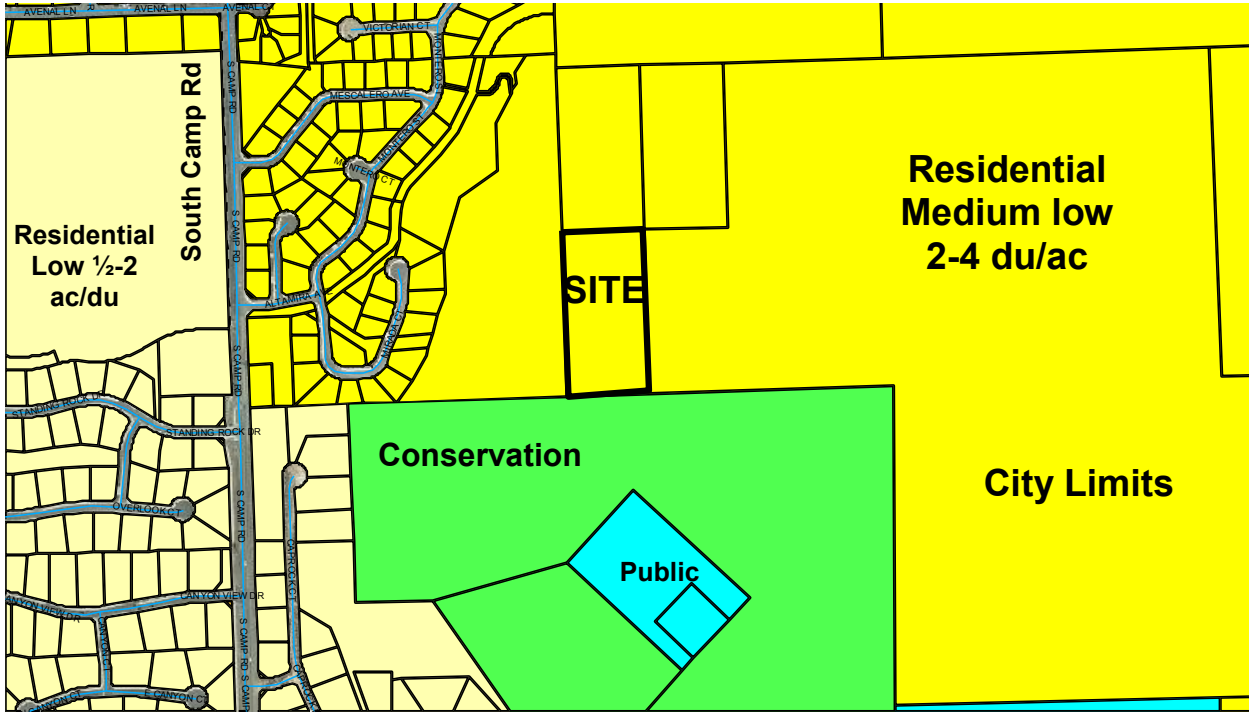
Aerial Photo Map

Figure 2



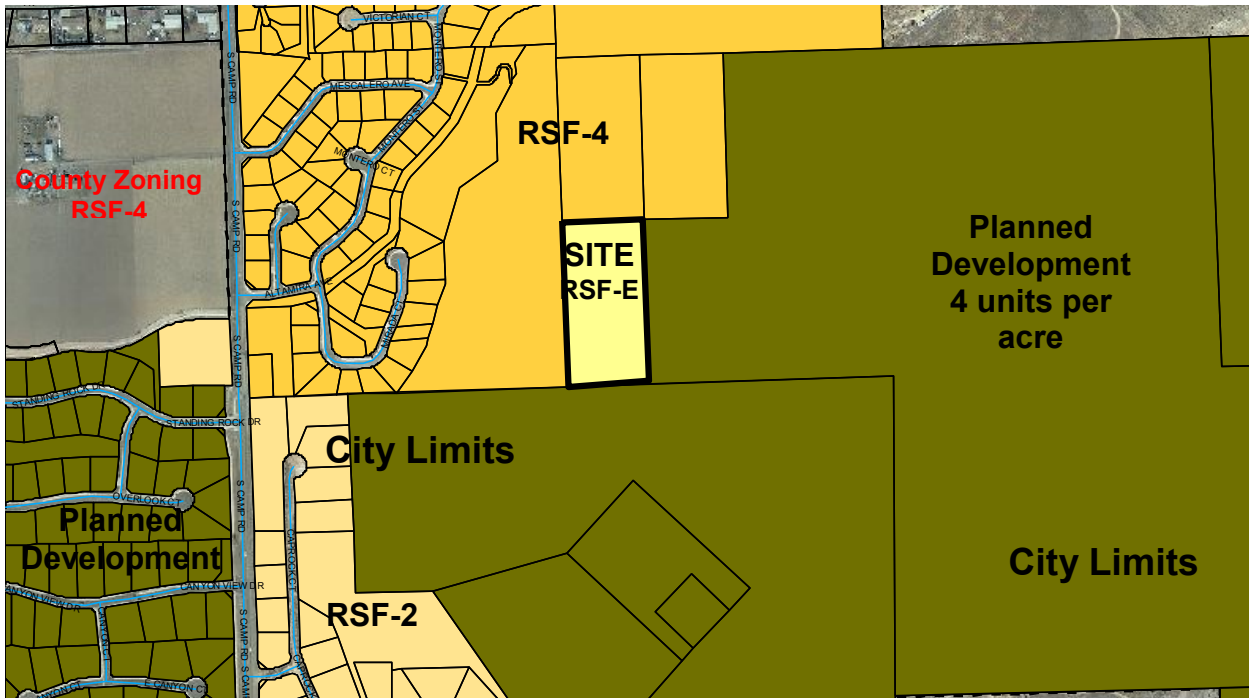
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE REZONING THE PROPERTY KNOWN AS THE
MIRADA COURT REZONE TO
RSF-4, (RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE)**

LOCATED AT 600 FEET EAST OF MIRADA COURT

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of rezoning the Mirada Court Rezone to the RSF-4 Zone District finding that it conforms with the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning & Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the RSF-4 Zone District is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning & Development Code.

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

The following property be zoned, RSF-4 with a density not to exceed 4 units per acre.

W1/2, SW1/4, SE1/4, SW1/4, SEC 18, T1N, R1W, UM, Mesa County, Colorado.

CONTAINING 5 Acres (217,800 Sq. Ft.), more or less, as described.

Introduced on first reading the 20th day of September, 2006 and ordered published.

ADOPTED on second reading this ____ day of _____, 2006.

ATTEST:

President of the Council

City Clerk

Attach 18

Zoning of the Pine E Road Commercial Annexation, Located at 3046 and 3048 E Road

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Zoning of the Pine E Road Commercial Annexation Located at 3046 and 3048 E Road					
Meeting Date	October 4, 2006					
Date Prepared	September 28, 2006			File #ANX-2006-211		
Author	Adam Olsen		Associate Planner			
Presenter Name	Adam Olsen		Associate Planner			
Report results back to Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When	
Citizen Presentation		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		Consent	<input checked="" type="checkbox"/> Individual Consideration

Summary: Request to zone the 3.48 acre Pine E Road Commercial Annexation, located at 3046 and 3048 E Road, to B-1 (Neighborhood Business).

Budget: N/A

Action Requested/Recommendation: Hold a public hearing and consider final passage of the ordinance.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. General Location Map / Aerial Photo
3. Growth Plan Map / Zoning Map
4. Zoning Ordinance

BACKGROUND INFORMATION				
Location:		3046 & 3048 E Road		
Applicants:		Applicant: 3P Development, LLC Representative: Development Construction Services, Inc.		
Existing Land Use:		Residential/Agriculture		
Proposed Land Use:		Commercial		
Surrounding Land Use:	North	Commercial		
	South	Residential		
	East	Agriculture		
	West	Agriculture		
Existing Zoning:		RSF-4 (County)		
Proposed Zoning:		B-1		
Surrounding Zoning:	North	PUD (County)		
	South	RSF-4 (County)		
	East	RSF-4 (County)		
	West	RSF-4 (County)		
Growth Plan Designation:		Commercial		
Zoning within density range?	x	Yes		No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the B-1 district is consistent with the Growth Plan designation of neighborhood business. The existing County zoning is RSF-4. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

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

- The proposed zone is compatible with the neighborhood, conforms to and furthers the goals and policies of the growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations.

Response: The B-1 (Neighborhood Business) zone district is compatible with the neighborhood and will not create adverse impacts. The future land use map

designates the properties to the west and north as Commercial. The property to the east is designated as Residential Medium (4-8 du/ac).

The B-1 zone district is in conformance with the following goals and policies of the Growth Plan and the Pear Park Neighborhood Plan:

Policy 1.7: The City will use zoning to establish the appropriate scale, type, location and intensity for development. Development standards should ensure that proposed residential and non-residential development is compatible with the planned development of adjacent property.

Policy 10.2: The City will consider the needs of the community at large and the needs of individual neighborhoods when making development decisions.

Goal 11: To promote stable neighborhoods and land use compatibility throughout the community.

Goal 12: To enhance the ability of neighborhood centers to compatibly serve the neighborhoods in which they are located.

Goal 2, Pear Park Plan, Land Use and Growth: Provide for adequate neighborhood commercial areas that will serve the Pear Park Neighborhood.

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

Response: Adequate public facilities are available or will be supplied at the time of further development of the property.

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

- c. C-1
- d. C-2
- e. RO

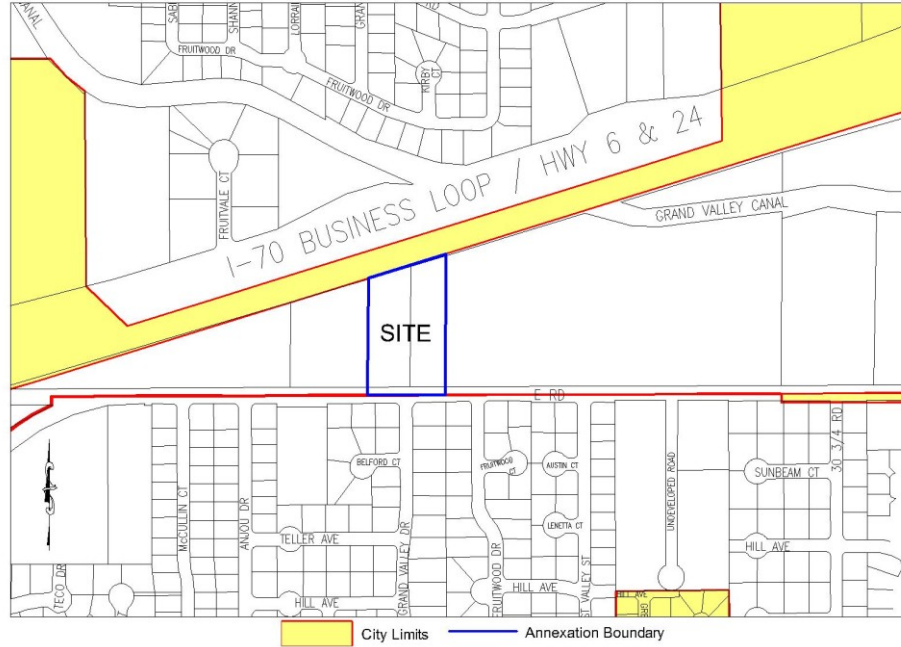
PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the B-1 district to be consistent with the Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

Site Location Map

Figure 1

Pine E Road Annexation



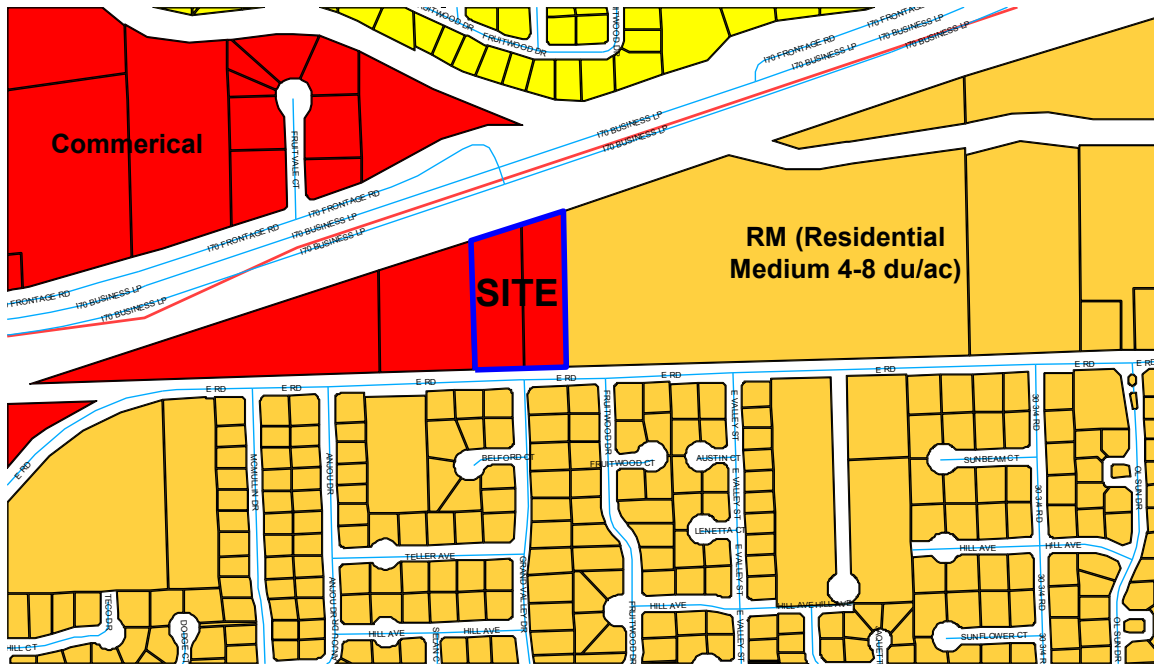
Aerial Photo Map

Figure 2



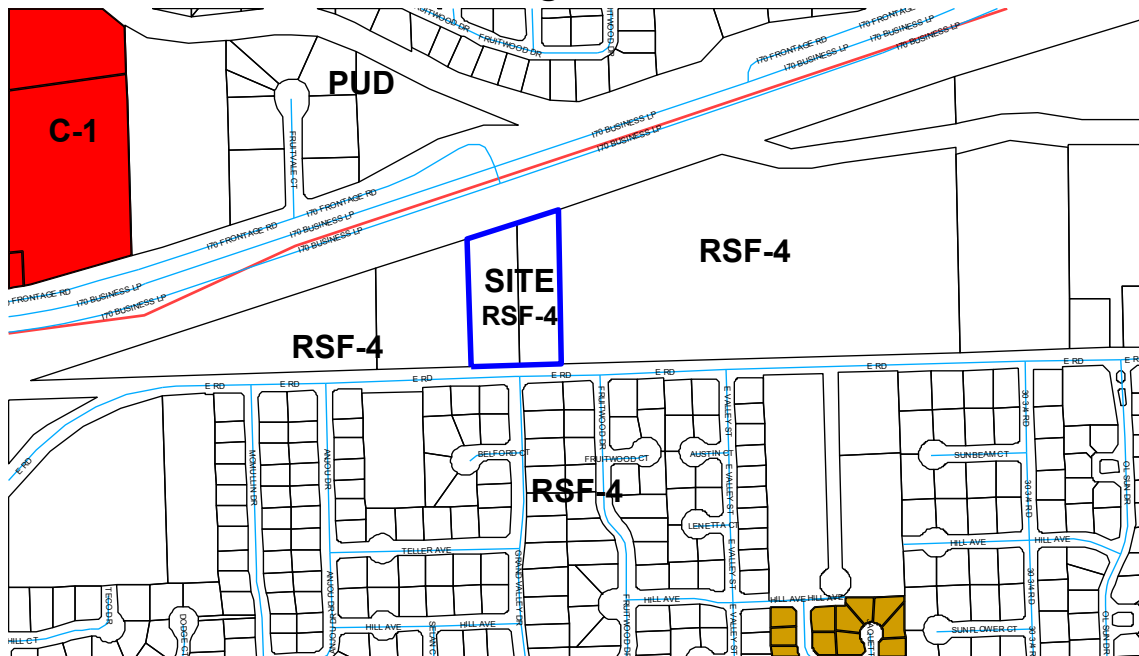
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE PINE E ROAD COMMERCIAL ANNEXATION TO
B-1**

LOCATED AT 3046 and 3048 E ROAD

Recitals

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Pine E Road Commercial Annexation to the B-1 zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the B-1 zone district is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

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

A certain parcel of land lying in the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the Southwest Quarter of said Section 9 and assuming the South line of said Southeast Quarter of the Southwest Quarter bears S89°54'32"W with all other bearings contained herein being relative thereto; thence from said Point of Commencement N00°05'46"W a distance of 2.00 feet to the Point of Beginning; thence from said Point of Beginning S89°54'32"W along a line being the North line of Timm Annexation No. 2 City of Grand Junction Ordinance No. 3186 and 2.00 feet North of and parallel with the South line of said Southwest Quarter a distance of 201.67 feet to the East line of Timm Annexation No. 1 City of Grand Junction Ordinance No. 3185; thence N00°05'37"W along the East line of said Timm Annexation No. 1 a distance of 2.00 feet; thence S89°54'32"W along the North line of said Timm Annexation No. 1 a distance of 100.34 feet to the West line of that certain parcel of land described in Book 4091, Page 577 of the Mesa County, Colorado Public Records; thence N00°05'24"W along the West line of said parcel a distance of 454.71 feet to the

South line of the Southern Pacific Transportation Company right of way; thence N73°01'25"E along said South right of way and also being the South line of Southern Pacific Railroad Annexation No. 2 City of Grand Junction Ordinance No. 3159 a distance of 315.55 feet to the East line of that certain parcel of land described in Book 4091, Page 579 of the Mesa County, Colorado Public Records said line also being the East line of the said SE1/4 SW1/4; thence S00°05'46"E along the East line of said parcel said line being the East line of the said SE1/4 SW1/4, a distance of 548.36 feet, more or less, to the Point of Beginning.

Said parcel contains 3.48 acres (151,551 square feet), more or less, as described.

INTRODUCED on first reading the 20th day of September, 2006 and ordered published.

ADOPTED on second reading the ____ day of _____, 2006.

ATTEST:

President of the Council

City Clerk