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

WEDNESDAY, FEBRUARY 7, 2007, 7:00 P.M.

Call to Order

Pledge of Allegiance
Invocation – Pastor Mark Quist, New Life Church

Appointments

To the Historic Preservation Board

Citizen Comments

***** CONSENT CALENDAR ***®**

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

Action: Approve the Summary of the January 15, 2007 Workshop and the Minutes of the January 17, 2007 Regular Meeting

2. **Election Notice for Regular Election April 3, 2007 and Authority to Appoint Election Judges** [Attach 2](#)

Both the Charter and the Municipal Election Code have specific publication requirements for the election notice. The proposed notice contained within the resolution being presented meets those requirements. Also, pursuant to 31-10-401, C.R.S., of the Municipal Election Code "The governing body may by resolution delegate to the clerk the authority and responsibility to appoint judges of election." The proposed resolution includes that authorization.

Resolution No. 15-07 – A Resolution Setting Forth the Notice of Election for the

*** Indicates New Item

® Requires Roll Call Vote

Regular Municipal Election to be Held on April 3, 2007 in the City of Grand Junction and Granting Authority to the City Clerk to Appoint Election Judges

®Action: *Adopt Resolution No. 15-07*

Staff presentation: Stephanie Tuin, City Clerk

3. **Election Notice for the Downtown Development Authority Special Election April 3, 2007** [Attach 3](#)

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

Resolution No. 16-07 – A Resolution Setting Forth the Notice of Election for the DDA Special Election to be Held on April 3, 2007 in the City of Grand Junction

®Action: *Adopt Resolution No. 16-07*

Staff presentation: Stephanie Tuin, City Clerk

4. **Lease to Douglas L. Jones, D/B/A Doug Jones Sawmill for a Portion of Las Colonias Park** [Attach 4](#)

A portion of Doug Jones's property on 1441 Winters Avenue was sold to the City in late 2005 for the Riverside Parkway project. Mr. Jones agreed to convey what the City needed for the project and City staff discussed the possibility with Mr. Jones of acquiring, by sale or lease, a small portion of the Las Colonias Park property to use for his sawmill business and to replace the property he sold to the City.

Resolution No. 17-07 - A Resolution Authorizing a Lease of a Portion of the "Las Colonias Property" to Douglas L. Jones, D/B/A Doug Jones Sawmill

®Action: *Adopt Resolution No. 17-07*

Staff presentation: John Shaver, City Attorney

5. **Rendezvous Restaurant Lease Expansion for Sidewalk Dining** [Attach 5](#)

A number of downtown restaurants have been serving alcohol outdoors along Main Street. Rendezvous of Grand Junction (317 Main St), has submitted an

application to expand their premise to include both 315 and 317 Main St. for a revocable permit for use of the public right-of-way in front of their business. They have the required permits from the DDA for use of the sidewalk, but are required to have a revocable license from the City of Grand Junction to expand their licensed premise, permitting alcohol sales.

Resolution No. 18-07 – A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Rendezvous of Grand Junction, Ltd.

®Action: *Adopt Resolution No. 18-07*

Staff presentation: Harold Stalf, Executive Director/DDA

6. **Vacate a Temporary Turnaround Easement Located at 2314 Logos Drive** [File #VE-2006-351] [Attach 6](#)

Request to vacate a temporary turn-around easement on Lot 1, Block 1, Interstate Commercial Park Four Subdivision, located at 2314 Logos Drive.

Resolution No. 19-07 – A Resolution Vacating a Temporary Turn-Around Easement on Lot 1, Block 1, Interstate Commercial Park Four Subdivision Located at 2314 Logos Drive

®Action: *Adopt Resolution No. 19-07*

Staff presentation: Lori V. Bowers, Senior Planner

7. **Rescinding the Annexation Request for the Bookcliff Veterinary Hospital Annexation Located at 564 29 Road** [File #ANX-2005-076] – Continued from January 17, 2007 [Attach 7](#)

Request to rescind the annexation request for the 2.93 acre Bookcliff Veterinary Hospital property located at 564 29 Road.

Resolution No. 20-07 – A Resolution Rescinding Resolution No. 94-05 and Corresponding Annexation Ordinance that Referred a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Set a Hearing on Such Annexation, and Exercised Land Use Control, Bookcliff Veterinary Hospital Annexation, Located at 564 29 Road and Including a Portion of the 29 Road Right-of-Way

Action: Adopt Resolution No. 20-07

Staff presentation: Scott D. Peterson, Senior Planner

8. **Setting a Hearing on the Wexford Annexation Located at 2949 and 2953 D ½ Road** [File #ANX-2006-324] [Attach 8](#)

Request to annex 14.46 acres, located at 2949 and 2953 D ½ Road. The Wexford Annexation consists of two parcels.

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

Resolution No. 21-07 – 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, Wexford Annexation Located at 2949 and 2953 D ½ Road

®Action: Adopt Resolution No. 21-07

b. **Setting a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Wexford Annexation, Approximately 14.46 Acres Located at 2949 and 2953 D ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for March 21, 2007

Staff presentation: Adam Olsen, Associate Planner

9. **Setting a Hearing on the Heron's Nest Annexation Located at 3125 D Road** [File #ANX-2006-350] [Attach 9](#)

Request to annex 9.43 acres, located at 3125 D Road. The Heron's Nest Annexation consists of one parcel and is a two part serial annexation.

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

Resolution No. 22-07 – 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, Heron's Nest Annexation Located at 3125 D Road

®Action: *Adopt Resolution No. 22-07*

b. Setting a Hearing on Proposed Ordinances

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Heron's Nest Annexation No. 1, Approximately 0.22 Acres Located at 3125 D Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Heron's Nest Annexation No. 2, Approximately 9.21 Acres Located at 3125 D Road

Action: *Introduction of Proposed Ordinances and Set a Hearing for March 21, 2007*

Staff presentation: Adam Olsen, Associate Planner

10. **Setting a Hearing on the Cimarron Mesa Enclaves 1-4 Annexation Located at 246, 248, 250, 256, 268 26 ¼ Road, 272 Linden Avenue, and 2677, 2685 South Highway 50** [File #ANX-2007-019] [Attach 10](#)

Request to annex 21.65 acres, located at 246, 248, 250, 256, 268 26 ¼ Road, 272 Linden Avenue, and 2677, 2685 S Highway 50. The Cimarron Mesa Enclaves 1-4 Annexation consists of 9 parcels and is a 4 part enclave annexation.

a. Giving Notice of Annexation and Exercising Land Use Jurisdiction

Resolution No. 23-07 – A Resolution of the City of Grand Junction Giving Notice that a Tract of Land Known as Cimarron Mesa Enclaves, Located at 246, 248, 250, 256, 268 26 ¼ Road, 272 Linden Avenue, and 2677, 2685 South Highway 50, Consisting of Approximately 21.65 Acres, will be Considered for Annexation to the City of Grand Junction, Colorado, and Exercising Land Use Control

®Action: *Adopt Resolution No. 23-07*

b. Setting a Hearing on Proposed Ordinances

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Cimarron Mesa Enclave No. 1 Annexation, Located at 268 26 ¼ Road, Consisting of Approximately 2.51 Acres

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Cimarron Mesa Enclave No. 2 Annexation, Located at 256 26 ¼ Road, Consisting of Approximately 0.73 Acres

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Cimarron Mesa Enclave No. 3 Annexation, Located at 246, 248, and 250 26 ¼ Road, Consisting of Approximately 11.86 Acres

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Cimarron Mesa Enclave No. 4 Annexation, Located at 272 Linden Avenue, 2677 and 2685 South Highway 50, Consisting of Approximately 6.55 Acres

Action: Introduction of Proposed Ordinances and Set a Hearing for March 21, 2007

Staff presentation: Senta L. Costello, Associate Planner

11. **Revocable Permit for 2nd Story Balconies Located at 201 Colorado Avenue**
[File #RVP-2006-349] [Attach 11](#)

Request for a Revocable Permit to install 2nd story balconies on the building located at 201 Colorado Avenue over the South 2nd Street right-of-way.

Resolution No. 24-07 – A Resolution Concerning the Issuance of a Revocable Permit to Two Rivers Condo LLC

®Action: Adopt Resolution No. 24-07

Staff presentation: Senta L. Costello, Associate Planner

12. **Setting a Hearing on Zoning the Shetland Meadows Annexation, Located at 3022 and 3024 D ½ Road** [File #ANX-2006-344] [Attach 12](#)

Request to zone the 5.99 acre Shetland Meadows Annexation, located at 3022 and 3024 D ½ Road, to RMF-5 (Residential Multi Family 5 du/ac).

Proposed Ordinance Zoning the Shetland Meadows Annexation to RMF-5 Located at 3022 and 3024 D ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for February 21, 2007

Staff presentation: Adam Olsen, Associate Planner

13. **Setting a Hearing on Zoning the Jobsite Annexation Located at 839 and 841 21 ½ Road** [File #ANX-2006-347] [Attach 13](#)

Request to zone the 25.23 acre Jobsite Annexation, located at 839 and 841 21 ½ Road, to I-1 (Light Industrial).

Proposed Ordinance Zoning the Jobsite Annexation to I-1 Located at 839 and 841 21 ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for February 21, 2007

Staff presentation: David Thornton, Principal Planner

14. **Setting a Hearing on Zoning the Costopoulos Annexation Located at 2966, 2968, and 2970 D Road** [File #ANX-2006-328] [Attach 14](#)

Request to zone the 10.67 acre Costopoulos Annexation, located at 2966, 2968 & 2970 D Road, to RMF-8 (Residential Multi-Family 8 units per acre).

Proposed Ordinance Zoning the Costopoulos Annexation to RMF-8 Located at 2966, 2968 and 2970 D Road

Action: Introduction of Proposed Ordinance and Set a Hearing for February 21, 2007

Staff presentation: Faye Hall, Associate Planner

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

* * * ITEMS NEEDING INDIVIDUAL CONSIDERATION * * *

15. **Parking Garage 1% for the Arts Selection** [Attach 15](#)

The Commission on Arts and Culture recommends that the City Council approve commissioning three entryway canopies for the new downtown parking garage through the 1% for the Arts Program.

Action: Authorize the City Manager, City Attorney, and the Commission on Arts and Culture to Negotiate a Contract with Artist Rafe Ropek to Design, Fabricate, and Install Three Entryway Canopies for the Downtown Parking Garage

Staff presentation: Allison Sarmo, Cultural Arts Coordinator

16. **Construction Contract for the 7th Street Corridor Project** [Attach 16](#)

Bids were opened on Tuesday, January 23, 2007 for the reconstruction of 7th Street from the south side of Grand Avenue to the north side of Ute Avenue and the reconstruction of Main Street from 7th Street to 8th Street.

Action: Authorize the City Manager to Execute a Contract for the 7th Street Corridor Project with Mays Concrete Construction for Bid Schedule B in the Amount of \$3,133,307

Staff presentation: Tim Moore, Assistant Public Works and Utilities Director

17. **Construction and Maintenance Contract with Grand Valley Irrigation Company** [Attach 17](#)

The proposed Construction and Maintenance Agreement between Grand Valley Irrigation Company (GVIC) and the City of Grand Junction authorizes the City to construct and maintain stormwater conveyance structures in the vicinity of existing Ranchmen's Ditch facilities along Patterson Rd. between 24 Rd. and 26 Rd. within Right of Way and easements owned or held by GVIC. This agreement is required to proceed with construction of the Ranchmen's Ditch Flood Control Project, Phase I and II (referred to as the "Big Pipe Project").

Action: Authorize the Mayor to Sign the Construction and Maintenance Agreement to Construct and Maintain Stormwater Conveyance Structures in the Vicinity of Existing Ranchmen’s Ditch Facilities Along Patterson Road Between 24 Road and 26 Road Within Right-of-Way and Easements Owned or Held by GVIC

Staff presentation: Tim Moore, Assistant Public Works and Utilities Director

18. **Public Hearing – The Preliminary Plan and Planned Development for Fairway Villas Located at 2065 South Broadway** [File #PP-2006-208] [Attach 18](#)

Request for Preliminary Subdivision Plan and Planned Development Ordinance approval for the proposed Fairway Villas residential subdivision located at 2065 South Broadway.

Ordinance No. 4018 – An Ordinance Establishing Standards for the Planned Development (PD) Zone District and Preliminary Development Plan for the Fairway Villas Subdivision Located at 2065 South Broadway

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4018

Staff presentation: Scott D. Peterson, Senior Planner

19. **Public Hearing – Amending the Planned Development Zoning of the Hilltop Commons Cottages Located at 625 27 ½ Road** [File #PP-2006-250] [Attach 19](#)

Request for an amended Planned Development zoning ordinance and Preliminary Development Plan for revision and expansion of The Commons located at 625 27 ½ Road to include additional property and change the proposed use within the project.

Ordinance No. 4019 – An Ordinance Amending Ordinance No. 3527 Zoning the Commons Planned Development to Revise the Preliminary Development Plan and Include Additional Acreage Located at 625 27 ½ Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4019

Staff presentation: Kathy Portner, Assistant Community Development Director

20. **Public Hearing – Rezoning the Hilltop Bacon Center Located at 1405 Wellington Avenue** [File # CUP-2006-313] [Attach 20](#)

A request to rezone property at 1405 Wellington Avenue from RMF-8 to a Residential Office (RO) zone district in order to bring an existing Unlimited Group Home known as the Hilltop Bacon Center in compliance with the Zoning and Development Code.

Ordinance No. 4020 – An Ordinance Rezoning the Hilltop Bacon Center Located at 1405 Wellington Avenue from RMF-8 to Residential Office (RO)

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4020

Staff presentation: Kathy Portner, Assistant Community Development Director

21. **Public Hearing – Vacating Mesa County Parking Lot Right-of-Way Located Adjacent to 420 South 6th Street** [File #SPR-2006-192] [Attach 21](#)

Request to vacate right-of-way located along the eastern boundary of South 6th Street.

Ordinance No. 4021 – An Ordinance Vacating a Portion of the Right-of-Way for South 6th Street Located Adjacent to 420 South 6th Street, Mesa County Parking Lot

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4021

Staff presentation: Senta L. Costello, Associate Planner

22. **Public Hearing – Vacating a Portion of the Public Right-of-Way, River Run Subdivision, Located at 3060 D Road** [File #FP-2006-301] [Attach 22](#)

Request to vacate the north 10 feet of a portion of D Road, abutting and lying south of Lot 1, Junction East Subdivision, (the site of the proposed River Run Subdivision) located at 3060 D Road, consisting of 0.083 acres of land.

Ordinance No. 4022 – An Ordinance Vacating a Portion of the D Road Right-of-Way Adjacent to the River Run Subdivision Located at 3060 D Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4022

Staff presentation: Lori V. Bowers, Senior Planner

23. **Public Hearing – River Trail Annexation and Zoning, Located at 3141 D Road** [Attach 23](#)
[File #ANX-2006-330]

Request to annex and zone 17.405 acres, located at 3141 D Road to RMF-8 (Residential Multifamily 8 du/ac). The River Trail Annexation consists of one parcel.

a. Accepting Petition

Resolution No. 25-07 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the River Trail Annexation, Located at 3141 D Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4023 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, River Trail Annexation, Approximately 17.405 Acres, Located at 3141 D Road

c. Zoning Ordinance

Ordinance No. 4024 – An Ordinance Zoning the River Trail Annexation to RMF-8 Located at 3141 D Road

®Action: Adopt Resolution No. 25-07 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4023 and 4024

Staff presentation: Ken Kovalchik, Senior Planner

24. **Purchase of Real Property Located at 549 Noland Avenue** [Attach 24](#)

On December 20, 2006, City Council authorized the City Manager to sign a Contract to purchase property located at 549 Noland Avenue, from Dave and Verna Murphy of Any Auto Wrecking. The purpose of the acquisition is to continue the revitalization efforts of the south downtown area.

Resolution No. 26-07 – A Resolution Ratifying the Contract to Purchase Real Property Located at 549 Noland Avenue from David Murphy and Verna Murphy

®Action: *Adopt Resolution No. 26-07*

Staff presentation: John Shaver, City Attorney

25. **Non-Scheduled Citizens & Visitors**

26. **Other Business**

27. **Adjournment**

**Attach 1
Minutes from Previous Meetings**

**GRAND JUNCTION CITY COUNCIL
WORKSHOP SUMMARY
January 15, 2007**

The City Council of the City of Grand Junction, Colorado met on Monday, January 15, 2007 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, and Council President Jim Doody. Absent was Councilmember Doug Thomason.

Summaries and action on the following topics:

- 1. APPOINTMENTS TO BOARDS AND COMMISSIONS:** The City Clerk updated the City Council on the status of the current vacancies. City Clerk Stephanie Tuin advised that she has distributed applications for the Historic Preservation Board vacancies and asked that Councilmembers respond with their recommendations to her. She said the response was low for the Commission on Arts and Culture so those openings will be readvertised.

Action Summary: The City Council agreed with the recommendation and will respond on Historic Preservation Board.

- 2. GRAND VALLEY TRANSIT - LONG TERM FUNDING ALTERNATIVES:** Council discussed the current and long term funding options for the Grand Valley Transit (GVT) system. Assistant Public Works & Utilities Director Tim Moore reviewed the current funding mechanisms for the Grand Valley Transit. He pointed out that Councilmember Beckstein is the City Council representative on GVRTC. He said there has been a discussion for an alternate means of funds for the GVT long term. There was a discussion on how the City went from the initial \$50,000 per year contribution to the current level of funding.

Councilmember Hill noted that the last funding resolution stated that the funding would be for five years, until 2009.

Councilmember Spehar agreed and said that an independent source is still the preference and the current method of funding is a recipe for mediocrity. He referenced the library's creation of a separate district years ago as an example of an entity becoming independent.

Councilmember Coons said the committee seems to want to continue along the same path.

Councilmember Beckstein agreed and said at the retreat the others on the committee seemed to want to continue with the same funding option. Mr. Moore added the possibility of other tax entities coming up in the future, i.e., the Drainage Authority and said the committee was hesitant to ask for another tax.

Councilmember Spehar pointed out that there are other funding options besides sales and property taxes and said those should be looked at.

Mr. Moore advised that the Metropolitan Planning Organizations (MPO) will be updating their plan to 2035. That will provide an opportunity to use those consultants working on that update to get more citizen input.

Councilmember Palmer agreed that from the citizen input that Council has received through the Strategic Plan update, the transit system is important. He said the next step would be to find out if it is important enough to fund and at what level.

Councilmember Spehar voiced his concern that a large percentage of the funding is federal and that can be very tenuous.

Tom Fisher, Director of the Regional Transportation Planning Office, appreciated the discussion and looks forward to the long term planning efforts. He said the challenge is to bring the other communities along to understand Grand Junction's position.

Councilmember Spehar said that might be a good topic to discuss at the next municipalities get-together.

It was pointed out that Regional Transportation Authorities (RTA) do not have to be just a bus service, that it can cover many systems from fiber optic lines to trails.

Action Summary: The City Council gave the direction to Mr. Moore, Councilmember Beckstein, and Mr. Fisher that alternative funding need to be pursued.

3. **GRAND JUNCTION ECONOMIC PARTNERSHIP REQUEST:** An infrastructure grant request in the amount of \$300,000 was presented by the Grand Junction Economic Partnership (GJEP) for a business that intends to relocate to a new location in the Bookcliff Technology Park. Assistant to the City Manager Sheryl Trent reviewed this item and introduced GJEP Executive Director Ann Driggers. Ms. Driggers introduced officials from Leitner-Poma and GJEP. She described what the company manufactures and the acquisition of Prinoth Group that makes grooming equipment. She said all equipment manufactured at the Grand

Junction site will be exported outside the County. Ms. Driggers said IDI can develop the parcel and then transfer ownership to Leitner-Poma. She said the request is to construct the infrastructure and develop the parcel. Ms. Driggers said within five years the company will create 100 new jobs at an average of 138% of Mesa County's average wage and identified a number of intangible benefits. She said the State of Colorado has approved funding of \$300,000 for the infrastructure and they will also be approaching Mesa County Commissioners for a request of \$300,000. Ms. Driggers said a performance agreement will be executed.

Councilmember Hill, a board member of GJEP, noted that the citizen surveys indicated that bringing higher paying jobs into the community is a high priority and said this is also a good fit for the City of Grand Junction.

Councilmember Palmer listed a number of goals and policies that the request would meet.

Councilmember Coons, the City's Colorado Associations of Ski Towns (C.A.S.T.) representative, pointed out that once up and running, hosting a C.A.S.T. meeting would be a good idea. She asked why the request is for cash. Ms. Driggers deferred to Ms. Trent. Ms. Trent advised that the City does not have the staff to do such a construction project and said the City contracts out for those larger projects. Ms. Trent then asked that Council place this item on the Wednesday night's agenda for formal approval.

Administrative Services and Finance Director Ron Lappi advised that the entire amount can be taken out of the Economic Development Fund. He said some funds were carried forward from last year and said there was some concern that the request was for infrastructure but nevertheless the Council was supportive.

Action Summary: Staff was directed to place the request on the Wednesday agenda for formal action.

4. **WESTERN COLORADO BOTANICAL GARDENS:** City Staff will present additional options for assistance to the Botanical Gardens. City Manager David Varley advised that the Gardens asked for the matter be continued so they can have representatives from the Riverfront Commission present.

Councilmember Hill suggested that Council take this opportunity to discuss it among themselves.

Councilmember Palmer agreed that they could have a chance to have a philosophical discussion.

Councilmember Hill recalled years previous where a number of non-profits were asking for funds and said it was called outside funding at that time. He said the City Council decided that such funding was not their role. He said his only interest is to purchase the real property.

Councilmember Spehar agreed and he does not see a City role in funding operations.

Councilmember Coons asked if relieved of that debt, would that allow them to stay in operation. Mr. Varley said Staff can bring that information back to Council but the bottom line is how they use the funds remaining after the debt is paid off.

Councilmember Palmer agreed and said that he is opposed to funding operations. He feels having control over the entire Gardens property would be a benefit to the City, although he hopes the Gardens are able to make it with the City's assistance.

Council President Doody agreed, stating he hopes that the Gardens make it.

Mr. Varley advised that Staff has numbers of comparable property sales that can be used.

Councilmember Hill said it is clear what the Council is willing to do so unless the Gardens are interested in that kind of help, there are no other options.

Action Summary: Staff was directed to negotiate that option with the Botanical Gardens, no other options that include operations should be considered.

ADJOURN

The meeting adjourned at 8:59 p.m.

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

January 17, 2007

The City Council of the City of Grand Junction convened into regular session on the 17th day of January 2007, at 7:03 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Gregg Palmer, Jim Spehar, and President of the Council Jim Doody. Absent was Councilmember Doug Thomason. Also present were City Manager David Varley, City Attorney John Shaver, and Deputy City Clerk Debbie Kemp.

Council President Doody called the meeting to order. Councilmember Beckstein led in the pledge of allegiance. The audience remained standing for the invocation by Abe Phiefer, New Horizons Foursquare Church.

Presentations

Westwood Ranch Neighborhood to address City Council about their neighborhood and becoming an "official" City neighborhood.

Angela Harness, Administrative Management Intern, introduced Melissa Pipkin from the Westwood Ranch neighborhood located near 25 ½ and F ½ Road. Ms. Harness said the neighborhood consists of 95 homes, both single family and duplexes. Ms. Pipkin said the neighborhood consists of mostly families with small children and retirees. She said the neighborhood would like to get grant funds for improvements and upgrades to their park. She showed a presentation of the neighborhood and the park needing the improvements. Ms. Pipkin thanked Council for the neighborhood program and what it offers to the community. Council President Doody read and presented Ms. Pipkin a certificate for the neighborhood.

Citizen Comments

There were none.

CONSENT CALENDAR

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

It was moved by Councilmember Spehar, seconded by Councilmember Beckstein and carried by roll call vote to approve Consent Calendar items #1 through #16 with Councilmember Palmer voting NO on item #3.

1. **Minutes of Previous Meetings**

Action: Approve the Minutes of the January 3, 2007 Special Session and the January 3, 2007 Regular Meeting

2. **Purchase of Fire Department Uniforms and Work Clothing**

These purchases are for Fire Fighter uniforms and work clothing for the Fire Department.

Action: Authorize the City Purchasing Division to Award the Fire Department Employee Uniforms and Work Clothing Price Agreements to Hole in the Wall, for Baseball Caps, Watch Caps, Tee Shirts, Belts, Sweat Pants, Shorts, and Coats Contained in Category I and Skaggs Public Uniforms & Equipment for the Dress Shirts and Nomex Pants Contained in Category II for the Year 2007

3. **LED Bulb Purchase for Traffic Signal Conversions**

Purchase LED bulbs for traffic signals from Traffic Signal Controls, Inc. in Longmont, Colorado. This purchase will be a piggyback onto the CDOT award. State pricing has been confirmed.

Action: Authorize the Purchasing Division to Purchase LED bulbs from Traffic Signal Controls Inc. in the Amount of \$122,405.50

4. **Setting a Hearing on the Shetland Meadows Annexation Located at 3022 and 3024 D ½ Road** [File #ANX-2006-344]

Request to annex 5.99 acres, located at 3022 and 3024 D ½ Road. The Shetland Meadows Annexation consists of two parcels.

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

Resolution No. 07-07 – 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, Shetland Meadows Annexation, Located at 3022 and 3024 D ½ Road

Action: Adopt Resolution No. 07-07

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Shetland Meadows Annexation, Approximately 5.99 Acres, Located at 3022 and 3024 D ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for February 21, 2007

5. **Setting a Hearing on the Sunlight Annexation Located at 172 and 174 Sunlight Drive** [File #ANX-2006-348]

Request to annex 11.29 acres, located at 172 and 174 Sunlight Drive. The Sunlight Annexation consists of two parcels, including a portion of 28 1/2 Road, and is a four part serial annexation.

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

Resolution No. 08-07 – 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, Sunlight Annexation, Located at 172 and 174 Sunlight Drive, Including a Portion of 28 ½ Road Right-of-Way

Action: Adopt Resolution No. 08-07

b. Setting a Hearing on Proposed Ordinances

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Sunlight Annexation No. 1, Approximately 0.01 Acres, Located at 174 Sunlight Drive

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Sunlight Annexation No. 2, Approximately 0.07 Acres, Located at 174 Sunlight Drive

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Sunlight Annexation No. 3, Approximately 5.69 Acres, Located at 174 Sunlight Drive

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Sunlight Annexation No. 4, Approximately 5.52 Acres, Located at 172 and 174 Sunlight Drive, Including a Portion of the 28 ½ Road Right-of-Way

Action: Introduction of Proposed Ordinances and Set a Hearing for February 21, 2007

6. **Setting a Hearing on the Jobsite Annexation Located at 839 and 841 21 ½ Road** [File #ANX-2006-347]

Request to annex 25.23 acres, located at 839 and 841 21 ½ Road. The Jobsite Annexation consists of 2 parcels.

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

Resolution No. 09-07 – 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, Jobsite Annexation, Located at 839 and 841 21 ½ Road

Action: Adopt Resolution No. 09-07

b. **Setting a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Jobsite Annexation, Approximately 25.23 Acres, Located at 839 and 841 21 ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for February 21, 2007

7. **Setting a Hearing on the Costopoulos Annexation Located at 2966, 2968, and 2970 D Road** [File #ANX-2006-328]

Request to annex 10.67 acres, located at 2966, 2968, and 2970 D Road. The Costopoulos Annexation consists of three parcels.

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

Resolution No. 10-07 – 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, Costopoulos Annexation, Located at 2966, 2968, and 2970 D Road and a Portion of the D Road Right-of-Way

Action: Adopt Resolution No. 10-07

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Costopoulos Annexation, Approximately 10.67 Acres, Located at 2966, 2968, and 2970 D Road and a Portion of the D Road Right-of-Way

Action: Introduction of Proposed Ordinance and Set a Hearing for February 21, 2007

8. **Setting a Hearing on the Gummin Annexation Located at 2215 Magnus Court**
[File #ANX-2006-100]

Request to annex 6.60 acres, located at 2215 Magnus Court. The Gummin Annexation consists of one parcel.

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

Resolution No. 11-07 – 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, Gummin Annexation, Located at 2215 Magnus Court and a Portion of the Magnus Court Right-of-Way

Action: Adopt Resolution No. 11-07

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Gummin Annexation, Approximately 6.60 Acres, Located at 2215 Magnus Court and a Portion of the Magnus Court Right-of-Way

Action: Introduction of Proposed Ordinance and Set a Hearing for February 21, 2007

9. **Rescinding the Annexation Request for the Bookcliff Veterinary Hospital Annexation Located at 564 29 Road** [File #ANX-2005-076] – **Continued from December 20, 2006**

Request to continue the rescinding of the annexation request for the 2.93 acre Bookcliff Veterinary Hospital property located at 564 29 Road to the February 7, 2007 City Council Meeting.

Action: Continue to the February 7, 2007 City Council Meeting

10. **Setting a Hearing on the Preliminary Plan and Planned Development for Fairway Villas Located at 2065 South Broadway** [File #PP-2006-208]

Request for Preliminary Subdivision Plan and Planned Development Ordinance approval for the proposed Fairway Villas residential subdivision located at 2065 South Broadway.

Proposed Ordinance Establishing Standards for the Planned Development (PD) Zone District and Preliminary Development Plan for the Fairway Villas Subdivision Located at 2065 South Broadway

Action: Introduction of Proposed Ordinance and Set a Hearing for February 7, 2007

11. **Setting a Hearing on Amending the Planned Development Zoning of the Hilltop Commons Cottages Located at 625 27 ½ Road** [File #PP-2006-250]

Request for an amended Planned Development zoning ordinance and Preliminary Development Plan for revision and expansion of The Commons to include additional property and change the proposed use within the project.

Proposed Ordinance Amending Ordinance No. 3527 Zoning the Commons Planned Development to Revise the Preliminary Development Plan and Include Additional Acreage Located at 625 27-1/2 Road

Action: Introduction of Proposed Ordinance and Set a Hearing for February 7, 2007

12. **Setting a Hearing on Zoning the River Trail Annexation Located at 3141 D Road** [File #ANX-2006-330]

Request to zone the 17.405 acres River Trail Annexation, located at 3141 D Road, to RMF-8 (Residential Multi-family - 8).

Proposed Ordinance Zoning the River Trail Annexation to RMF-8 Located at 3141 D Road

Action: Introduction of Proposed Ordinance and Set a Hearing for February 7, 2007

13. **Setting a Hearing on Rezoning the Hilltop Bacon Center Located at 1405 Wellington Avenue** [File # CUP-2006-313]

A request to rezone property at 1405 Wellington Avenue from RMF-8 to a Residential Office (RO) zone district in order to bring an existing Unlimited Group Home known as the Hilltop Bacon Center in compliance with the Zoning and Development Code.

Proposed Ordinance Rezoning the Hilltop Bacon Center Located at 1405 Wellington Avenue from RMF-8 to Residential Office (RO)

Action: Introduction of Proposed Ordinance and Set a Hearing for February 7, 2007

14. **Setting a Hearing on Vacating Mesa County Parking Lot Right-of-Way Located Adjacent to 420 South 6th Street** [File #SPR-2006-192]

Request to vacate right-of-way located along the eastern boundary of South 6th Street.

Proposed Ordinance Vacating a Portion of the Right-of-Way for South 6th Street Located Adjacent to 420 South 6th Street, Mesa County Parking Lot

Action: Introduction of Proposed Ordinance and Set a Hearing for February 7, 2007

15. **Setting a Hearing on Vacating a Right-of-Way Adjacent to 2953 Highway 50 in Buena Vista Drive** [File #VR-2006-307]

A request to vacate the cul-de-sac bulb located in Buena Vista Drive adjacent to 2953 Highway 50.

Proposed Ordinance Vacating Right-of-Way Located Adjacent to 2953 Highway 50 in Buena Vista Drive

Action: Introduction of Proposed Ordinance and Set a Hearing for February 21, 2007

16. **Setting a Hearing on Vacating a Portion of the Public Right-of-Way, River Run Subdivision, Located at 3060 D Road** [File #FP-2006-301]

Request to vacate the north 10 feet of a portion of D Road, abutting and lying south of Lot 1, Junction East Subdivision, (the site of the proposed River Run

Subdivision) the physical address for which is 3060 D Road, consisting of 0.083 acres of land.

Proposed Ordinance Vacating a Portion of the D Road Right-of-Way Adjacent to the River Run Subdivision Located at 3060 D Road

Action: Introduction of Proposed Ordinance and Set a Hearing for February 7, 2007

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Grand Junction Economic Partnership Incentive Request

An infrastructure grant request in the amount of \$300,000 to fund infrastructure for the relocation of Leitner-Poma at Bookcliff Technology Park. The monies will be used to provide necessary infrastructure such as sewer, water and road improvements to make the site developable. Leitner-Poma is a manufacturer of cable transportation systems and snowcat groomers.

Sheryl Trent, Interim Community Development Director, reviewed this item. She said the Grand Junction Economic Partnership (GJEP) along with IDI, the Chamber of Commerce, City of Grand Junction, and Mesa County has been working on a partnership with Leitner-Poma. She said Leitner-Poma is a worldwide organization and traditionally builds transport systems for ski areas. She said they are currently located in Grand Junction and want to move to a new location located at Bookcliff Technology Park to expand their business. Ms. Trent said IDI has agreed to donate the land located in the Bookcliff Technology Park and said the State of Colorado has already approved funding of \$300,000. She said Mesa County has been approached for \$300,000, and now the City is also being requested to fund \$300,000 for a total of \$900,000 for construction of the infrastructure and development of the parcel. The City's contribution would be funded through the Economic Development Fund. Ms. Trent said the construction will start later on in the spring.

Councilmember Hill said Council received a great presentation at the Monday night Workshop. He said jobs are high on the list for this community along with good paying jobs. He said by retaining the 75 jobs currently existing and adding 100 new jobs is incredible for this community. He is excited about this expansion for the community.

Councilmember Coons is also supportive of this project. She feels this is a good example of economic development.

Councilmember Spehar also supports the project.

Councilmember Palmer said this project is a good opportunity for the City. He also supports this project.

Councilmember Beckstein likes to see new business and businesses growing in this community. She supports this project.

Council President Doody commended Ann Driggers for her presentation on Monday. He sees a benefit to the community and to UTEC. He is also supportive of this project.

Ann Driggers, Executive Director for GJEP, thanked Council for their support. She said a project like this is good for the community.

Councilmember Hill moved to approve the request to fund the Infrastructure Grant in the amount of \$300,000. Councilmember Palmer seconded the motion. Motion carried by roll call vote.

DDA Tax Increment Funding Ballot Issue

Downtown Development Authority is requesting Council approval to submit to the qualified (downtown) electors at the April 3, 2007 special municipal election, a ballot question authorizing the issuance of bonds by the City of Grand Junction to finance development projects within the DDA boundaries.

Harold Stalf, DDA Executive Director, reviewed this item. He said in November of 2004 this was approved along with the approval of the diversion of funds which the TIF is financed through. He said the Bond Counsel suggested that the wording was not correct and needed to be redone. He said that in last several weeks Scott Howard, Chair of the DDA and he has met with the Mesa County Library, the School District, and the Chamber of Commerce which are all in support of this. He said there are 843 eligible voters and was approved before and most likely will be approved again. He asked Council to approve the resolution so this item could be placed on the April 2007 ballot.

Council President Doody wanted to clarify that this recommendation came from the Bond Counsel and that it is to clean up the language of the TABOR notice. Mr. Stalf said yes the Bond Counsel did recommend the question be redone along with a modification to the notice.

City Attorney John Shaver said there was a defect in the previous election. He said there was not a problem with the question or how the election was handled but there was a defect in the TABOR notice. He said in the TABOR notice for the November 2004 election, the City was not actually borrowing money and that the TABOR notice did not have anything about borrowing or repaying in it. He said the Bond Counsel's opinion was that there needed to be some assumption of that included in the TABOR notice.

Mr. Stalf said this is a good opportunity to make people aware of why the clarification was needed.

Councilmember Palmer clarified that this is only for the downtown people. Mr. Stalf said that is correct and that in the 2004 election there were 894 voters.

Councilmember Hill questioned if this would be part of the mail ballot for the April election. Mr. Ron Lappi, Administrative Services and Finance Director, stated that this would be a separate mail ballot that will be done in-house and said the City Clerks office will handle this election. Mr. Lappi said the Bond Counsel is preparing the TABOR notice and Staff should be receiving it soon.

Councilmember Hill said it is unfortunate that this happened but it is good to correct errors and said that is important that the City does business proper and not put the bonds at risk.

Councilmember Palmer asked Attorney Shaver since he is a downtown business owner if it is ok for him to vote on this issue. Attorney Shaver said yes it is fine for Councilmember Palmer to participate in this step of the process.

Resolution No. 12-07 – A Resolution of the Council of the City of Grand Junction Approving the Downtown Development Authority's Call for an Election to be Held for the Purpose of Submitting a Proposed Ballot Measure to the Qualified Electors of the Downtown Development Authority District and Authorizing a Mail Ballot Election
Councilmember Coons moved to adopt Resolution No. 12-07. Councilmember Palmer seconded the motion. Motion carried by roll call vote.

Public Hearing – Referring Charter Amendments to the April 3, 2007 Regular Municipal Election

The City Council reviewed the proposed Charter amendments and directed City Staff to draft the ballot questions for the April 3, 2007 regular municipal election.

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

John Shaver, City Attorney, reviewed this item. He said this ordinance and the ballot title gives the electorate a chance to review the Charter and update obsolete items. He said the State of Colorado did a similar cleanup and Staff is following the State's procedure in correcting minor issues.

Councilmember Spehar questioned when the last clean up was completed. Attorney Shaver said the last cleanup was in 1987.

There were no public comments.

The public hearing was closed at 7:34 p.m.

Ordinance No. 4014 – An Ordinance Placing Charter Amendments to Repeal Obsolete Provisions, Bring the Charter into Compliance with Certain State Law Provisions, Allow the Publication of Proposed Ordinances by Title Only, and to Change the Number of Required Signatures on a Petition to Ascertain if the City Should Purchase a Franchise; on the Election Ballot for the Regular Municipal Election to be Held the 3rd day of April, 2007

Councilmember Hill said this has been a challenge and feels it was the right decision to make the changes.

Councilmember Palmer stated that with all of the changes it will bring the Charter back into compliance with the State law.

Councilmember Palmer moved to adopt Ordinance No. 4014 on Second Reading and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Set Title for TABOR Ballot Proposal

The proposed Resolution sets a ballot title for the April 3, 2007 regular municipal election regarding retaining revenues above the amounts allowed under Article X, Section 20 of the Colorado Constitution.

Ron Lappi, Administrative Services and Finance Director, reviewed this item. He explained that the question asks to spend extra revenues for the Riverside Parkway bonds.

Councilmember Spehar said by attempting to clarify this issue will help the community understand the purpose of getting the debt paid off sooner.

Councilmember Hill said City Manager David Varley, Council President Doody, and he have met with the Chamber to form a committee, which was very helpful. He said there has been a lot of good Council dialogue to get the right question and said there were a variety of opinions. He said the question has to let the people know how important the use of this money will be for our community. He said the wording of the resolution has been revised to make sure that these excess revenues will go towards payment of Riverside Parkway bonds. He said there was a majority in favor that the Chamber take on the roll of educating the community on this issue and the long term intent of this issue.

Councilmember Palmer thanked the Chamber for their efforts and also City Manager Varley, Attorney Shaver, Council President Doody, and Councilmember Hill for their

efforts to make sure this is as clear and concise as it could be. He hopes that voters appreciate the City's efforts.

Council President Doody said that he appreciates everyone's hard work on this. He asked Attorney Shaver to explain the role of Council and how to interact on this issue. Attorney Shaver said the Fair Campaign Practices Act restricts the ability of government to advocate for or against any kind of proposition once the title is set. He said as individuals they have a right to speak in favor, but they cannot use the City as a resource or use the City's facilities to advocate. Attorney Shaver encouraged Council to send any questions they may receive his way.

Councilmember Spehar said it is good to have folks like the Chamber that are willing to step up and be advocates for issues like this.

Resolution No. 13-07 – A Resolution Setting a Title and Submitting to the Electorate on April 3, 2007 a Measure to Retain and Spend Revenues as Defined by Article X, Section 20 of the Colorado Constitution

Councilmember Spehar moved to adopt Resolution No. 13-07. Councilmember Hill seconded the motion.

It was clarified that the revised resolution is the resolution being adopted.

Motion carried by roll call vote.

Public Hearing – Authorization of the Issuance of \$22,925,000 in Bonds for the Riverside Parkway Project

The issuance of City of Grand Junction, Colorado, General Fund Revenue Bonds, Series 2007, and other funds should complete the Riverside Parkway project by the end of 2008.

The public hearing was opened at 7:55 p.m.

Ron Lappi, Administrative Services and Finance Director, reviewed this item. He said the voters voted for this in 2003 for the Riverside Parkway. He said this is for the issuance of the remaining bonds that will take up the rest of the capacity. He said the City is getting a good "AA" rating on these bonds. Mr. Lappi said there is a competitive bid process over the internet which will take place on the morning of February 22nd. He said the bonds will be sold at the lowest interest rate. He said no insurance will be bought for the bonds and said this will be done very efficiently and all of the bonds will close on the same date with the same maturity date.

Councilmember Spehar questioned how much money the City will save by not buying the insurance for the bonds. Mr. Lappi said somewhere around \$100,000 will be saved.

Council President Doody commended Mr. Lappi and his Staff for all their hard work on this over the years.

Councilmember Hill questioned what is the time frame to use the bond proceeds. Mr. Lappi said a three year period.

Councilmember Palmer stated that he remembers the original conversation on whether to use cash or bonds and said this has moved along so well because of the bonds.

Council President Doody said Councilmember Hill and he took a tour of the Parkway and it is incredible what is already completed.

There were no public comments.

The public hearing was closed at 8:04 p.m.

Ordinance No. 4015 – An Ordinance Authorizing the Issuance of City of Grand Junction, Colorado, General Fund Revenue Bonds, Series 2007, and Pledging Certain Revenues of the City for the Payment of the Bonds

Councilmember Coons moved to adopt Ordinance No. 4015 on Second Reading and ordered it published. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

Public Hearing – Apple Acres Annexation and Zoning Located at 3025 E Road [File #ANX-2006-302]

Request to annex and zone 8.84 acres, located at 3025 E Road, to RMF-5 (Residential Multi Family 5 du/ac). The Apple Acres Annexation consists of one parcel.

Councilmember Beckstein disclosed to Council that she has a conflict due to two of her clients being involved in this item and also Mr. Jacobson is a client of one of her partners in the firm she is employed by. Attorney Shaver questioned Councilmember Beckstein if she has had any contact with the Mr. Jacobson or any other applicant on this item. Councilmember Beckstein said no. Attorney Shaver asked if she has formed any opinions about this application. Councilmember Beckstein said no. Attorney Shaver said he feels that Councilmember Beckstein does need to be recused.

The public hearing was opened at 8:07 p.m.

Adam Olsen, Associate Planner, reviewed this item. He described the location, the site, the current use, the Future Land Use Designation and the surrounding land use designations. He identified the requested zoning and the zoning for the surrounding properties. He said Staff finds that the request meets the criteria of the Zoning and

Development Code and the criteria of the Growth Plan. Mr. Olsen said the Planning Commission recommends approval. He stated that one resident submitted a letter with concerns, but he believes the concerns were addressed at the Planning Commission meeting.

Councilmember Hill questioned if this area was part of the Pear Park Master Plan that was pulled out for further review. Mr. Olsen said yes, this was part of the B1 area that needed further review.

Keith Ehlers of Ciavonne, Roberts & Associates, addressed the Council on behalf of the applicant. He agrees with Staff's presentation and stated that Staff looked at densities in the surrounding areas which were very similar. He asked that Council approve the annexation and zoning.

Councilmember Hill questioned that RMF-5 does in fact fit into the Future Land Use Growth Plan. Mr. Ehlers said yes. Councilmember Hill asked why the request is not for the higher density. Mr. Ehlers said he feels that this density meets the Staff's and the community's concerns.

There were no public comments.

The public hearing was closed at 8:14 p.m.

Councilmember Spehar agreed with the plan.

Councilmember Hill also supports the plan. He feels the blending of commercial and industrial mixed with residential makes sense for this area.

Councilmember Coons agreed that it will meet the needs of the area and is in favor as well.

a. Accepting Petition

Resolution No. 14-07 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Apple Acres Annexation, Located at 3025 E Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4016 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Apple Acres Annexation, Approximately 8.84 acres, Located at 3025 E Road

c. Zoning Ordinance

Ordinance No. 4017 – An Ordinance Zoning the Apple Acres Annexation to RMF-5
Located at 3025 E Road

Councilmember Coons moved to adopt Resolution No. 14-07 and Ordinance Nos. 4016 and 4017 on Second Reading and ordered them published. Councilmember Spehar seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

Councilmember Hill wanted to make Council aware that now that the TABOR resolution was passed, the Chamber has scheduled a meeting on January 18, 2007 at 1:30 located at the intersection of Hale and Lawrence Avenues.

Council President Doody congratulated Councilmember Thomason and his wife Cari on their newborn baby.

Adjournment

The meeting adjourned at 8:16 p.m.

Debbie Kemp, CMC
Deputy City Clerk

Attach 2

**Election Notice for Regular Election and Authority to Appoint Election Judges
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject		Election Notice for Regular Election April 3, 2007 and Authority to Appoint Election Judges					
Meeting Date		February 7, 2007					
Date Prepared		December 19, 2011			File #		
Author		Stephanie Tuin		City Clerk			
Presenter Name		Stephanie Tuin		City Clerk			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X		Formal Agenda	X	Consent	Individual Consideration

Summary: Both the Charter and the Municipal Election Code have specific publication requirements for the election notice. The proposed notice contained within the resolution being presented meets those requirements. Also, pursuant to 31-10-401, C.R.S., of the Municipal Election Code “The governing body may by resolution delegate to the clerk the authority and responsibility to appoint judges of election.” The proposed resolution includes that authorization.

Budget: The estimated cost for these six publications is \$2,200.

Action Requested/Recommendation: Adopt resolution.

Attachments: Resolution containing the notice and authority to appoint judges

Background Information: The Charter, Section 17, requires that a notice of election be published three times within the ten days prior to the election. The Mail Ballot Election Act requires that such notice be published at least twenty days prior to the election and that the contents include the voter qualifications. The notice therefore must be published by March 14, 2007 and again March 23, 24 and 25. As a matter of practice, the notice is again published the Sunday before the election (April 1 this year). It is also proposed to publish the notice on February 21, 2007 in order to give the public advance notice of the mail ballot. This is not required nor prohibited. The proposed notice contained within the resolution includes the pertinent information specific to this election.

Since the City has been conducting elections by mail ballot, the “election judges” have been administrative personnel in the City Clerks Office and the County Election Division

staff. That is still the case but the Secretary of State now requires that authority to appoint judges be documented.

RESOLUTION NO. -07

**A RESOLUTION SETTING FORTH THE NOTICE OF ELECTION
FOR THE REGULAR MUNICIPAL ELECTION TO BE HELD
ON APRIL 3, 2007 IN THE CITY OF GRAND JUNCTION AND GRANTING
AUTHORITY TO THE CITY CLERK TO APPOINT ELECTION JUDGES**

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

The Election Notice hereinafter be the Notice of the Regular Municipal Election to be held in the City on April 3, 2007 and further that the same be published in accordance with election procedures:

"ELECTION NOTICE

**CITY OF GRAND JUNCTION, COLORADO
NOTICE OF REGULAR MUNICIPAL ELECTION
TO BE HELD ON TUESDAY, THE 3RD DAY OF APRIL, 2007**

PUBLIC NOTICE IS HEREBY GIVEN THAT A REGULAR MUNICIPAL ELECTION WILL BE HELD BY MAIL-IN BALLOT ON TUESDAY, THE 3RD DAY OF APRIL, 2007, IN THE CITY OF GRAND JUNCTION, COLORADO.

That said Regular Municipal Election will be held by mail-in ballot with ballots mailed to all active registered voters in said City of Grand Junction. Ballot packages will be mailed no later than March 19, 2007 and must be returned to the Mesa County Clerk no later than 7:00 p.m. on Election Day, Tuesday, April 3, 2007. Voted ballots may be mailed with proper postage affixed and received by Mesa County Clerk no later than 7:00 p.m. Election Day, or returned to the following locations, also no later than 7:00 p.m. Election Day:

City Clerk's Office
City Hall
250 N. 5th Street
Grand Junction, Co. 81501

Mesa County Elections Office
Old Mesa County Courthouse
544 Rood Avenue
Grand Junction, Co. 81501

Mesa County Clerk's Office (Mesa Mall DMV)
Mesa Mall, JC Penney Wing
2424 Hwy 6 & 50, #414
Grand Junction, Co. 81505

Orchard Mesa County Clerk's Branch
Mesa County Fairgrounds (DMV)
2775 Hwy 50
Grand Junction, Co. 81503

On April 3, 2007, the places designated will be open until the hour of 7:00 p.m. NO voting devices will be provided at any location. The election will be held and conducted as prescribed by law.

The Mesa County Elections Division at the Old Courthouse will be open for issue of ballots to “inactive voters”, or the reissue of ballots to those who have spoiled, lost, moved, or for some reason did not receive a ballot, for the period 25 days prior to the election, Monday through Friday, from 8:00 a.m. to 5:00 p.m. and on Tuesday, April 3, 2007 from 7:00 a.m. to 7:00 p.m. (Election Day).

Registered voters within the city limits of Grand Junction are qualified to vote. Registration of voters for the said election has taken place in the time and manner now provided by law.

Candidates are:

DISTRICT B

Four-Year Term
(Vote for One)

Kent Baughman

Linda Romer Todd

DISTRICT C

Four-Year Term
(Vote for One)

Joe Gardner

Gregg Palmer

AT-LARGE

Four-Year Term
(Vote for One)

Bruce Hill

Questions on the ballot:

CITY OF GRAND JUNCTION A

SHALL THE CITY OF GRAND JUNCTION, COLORADO, WITHOUT ANY INCREASE IN TAXES, BE AUTHORIZED TO RETAIN ALL REVENUES IN EXCESS OF AMOUNTS WHICH THE CITY IS PERMITTED TO SPEND UNDER ARTICLE X, SECTION 20 (TABOR) OF THE COLORADO CONSTITUTION FOR 2006 AND SUBSEQUENT YEARS UNTIL THE RIVERSIDE PARKWAY BONDED DEBT IS PAID IN FULL, WITH ALL AMOUNTS RETAINED TO BE USED FOR PAYMENT OF THE RIVERSIDE PARKWAY BONDED DEBT?

YES

NO

CITY OF GRAND JUNCTION B

Shall there be amendments to the Grand Junction City Charter, Sections 36, 38, 45, 48, 54, 57, 70, 72, 88, 93, 101, 103, 105, 107, 108, 121, 123, 143, 148, 149, 152, and 153 and the repeal of Sections 63, 66, 76, 85, 86, 87, 96, 104, 112, 114, 122, 140, 150, 154, 155, and 156 concerning the elimination of obsolete and conflicting provisions?

FOR THE AMENDMENTS

AGAINST THE AMENDMENTS

CITY OF GRAND JUNCTION C

Shall there be an amendment to the Grand Junction City Charter Section 28, Petition for Recall, to the number of registered electors required to sign a recall petition?

FOR THE AMENDMENT

AGAINST THE AMENDMENT

CITY OF GRAND JUNCTION D

Shall there be an amendment to the Grand Junction City Charter Section 51, Publication of Ordinances, to allow for the publication of ordinances by title only?

FOR THE AMENDMENT

AGAINST THE AMENDMENT

CITY OF GRAND JUNCTION E

Shall there be an amendment to the Grand Junction City Charter Section 125, City May Purchase, Operate or Sell--Procedure, relative to franchises, to change the number of signatures required on a petition to ascertain whether or not the City shall acquire said property?

FOR THE AMENDMENT

AGAINST THE AMENDMENT

BY ORDER OF THE CITY COUNCIL

Stephanie Tuin, City Clerk"

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT:

The City Clerk is hereby given the authority and the responsibility for appointing election judges for municipal elections.

PASSED and ADOPTED this ____ day of February, 2007.

President of the Council

ATTEST:

City Clerk

Attach 3
Election Notice for the DDA Special Election April 3, 2007
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Election Notice for City DDA Election April 3, 2007						
Meeting Date	February 7, 2007						
Date Prepared	December 19, 2011				File #		
Author	Stephanie Tuin		City Clerk				
Presenter Name	Stephanie Tuin		City Clerk				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X		Formal Agenda	X	Consent	Individual Consideration

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

Budget: The estimated cost for these six publications is \$1,800.

Action Requested/Recommendation: Adopt resolution.

Attachments: Resolution containing the notice

Background Information: The Charter, Section 17, requires that a notice of election be published three times within the ten days prior to the election. The Mail Ballot Election Act requires that such notice be published at least twenty days prior to the election and that the contents include the voter qualifications. The notice therefore must be published by March 14, 2007 and again March 23, 24 and 25. As a matter of practice, the notice is again published the Sunday before the election (April 1 this year). It is also proposed to publish the notice on February 21, 2007 in order to give the public advance notice of the mail ballot. This is not required nor prohibited. The proposed notice contained within the resolution includes the pertinent information specific to this election.

RESOLUTION NO. -07

**A RESOLUTION SETTING FORTH THE NOTICE OF ELECTION
FOR THE DDA SPECIAL ELECTION TO BE HELD
ON APRIL 3, 2007 IN THE CITY OF GRAND JUNCTION**

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

The Election Notice hereinafter be the Notice of the DDA Special Election to be held within the Downtown Development Authority boundaries in the City on April 3, 2007 and further that the same be published in accordance with election procedures:

"ELECTION NOTICE

**DOWNTOWN DEVELOPMENT AUTHORITY
CITY OF GRAND JUNCTION, COLORADO
NOTICE OF SPECIAL ELECTION
TO BE HELD ON TUESDAY, THE 3RD DAY OF APRIL, 2007**

PUBLIC NOTICE IS HEREBY GIVEN THAT A SPECIAL ELECTION WILL BE HELD BY MAIL-IN BALLOT ON TUESDAY, THE 3RD DAY OF APRIL, 2007, IN THE DOWNTOWN DEVELOPMENT AUTHORITY, CITY OF GRAND JUNCTION, COLORADO.

That said Special Election will be held by mail-in ballot with ballots mailed to all qualified electors in said Downtown Development Authority, City of Grand Junction. Ballot packages will be mailed no later than March 19, 2007 and must be returned to the City Clerk no later than 7:00 p.m. on Election Day, Tuesday, April 3, 2007. Voted ballots may be mailed with proper postage affixed and received by City Clerk no later than 7:00 p.m. Election Day, or returned to the following location, also no later than 7:00 p.m. Election Day:

City Clerk's Office
City Hall
250 N. 5th Street
Grand Junction, Co. 81501

On April 3, 2007, the place designated will be open until the hour of 7:00 p.m. NO voting devices will be provided at this location. The election will be held and conducted as prescribed by law.

The City Clerk's Office at the City Hall will be open for issue of ballots to qualified electors who did not receive a ballot, or to reissue ballots to those who have spoiled,

lost, moved, or for some reason did not receive a ballot, for the period 25 days prior to the election, Monday through Friday, from 8:00 a.m. to 5:00 p.m. and on Tuesday, April 3, 2007 from 7:00 a.m. to 7:00 p.m. (Election Day).

Qualified electors within the Downtown Development Authority, City of Grand Junction are residents, landowners or lessees within the Downtown Development Authority boundaries. Any landowner or lessee which is not a natural person may vote only if it designates by some official action a representative thereof to cast its ballot.

The question on the ballot is:

DOWNTOWN DEVELOPMENT AUTHORITY, CITY OF GRAND JUNCTION F

SHALL CITY OF GRAND JUNCTION DEBT BE INCREASED \$18,000,000 WITH A REPAYMENT COST OF \$20,000,000, WITHOUT RAISING ADDITIONAL TAXES, TO FINANCE STREETS, PARKS, PLAZAS, PARKING FACILITIES, PLAYGROUNDS, CAPITAL FACILITIES, PEDESTRIAN MALLS, RIGHTS-OF-WAY, STRUCTURES, WATERWAYS, BRIDGES, ACCESS ROUTES TO ANY OF THE FOREGOING, DESIGNED FOR USE BY THE PUBLIC GENERALLY OR USED BY ANY PUBLIC AGENCY WITH OR WITHOUT CHARGE; SUCH DEBT TO BE EVIDENCED BY BONDS, LOANS, ADVANCES OR INDEBTEDNESS PROVIDED THAT THE SPECIFIC TERMS OF THE DEBT, INCLUDING A PROVISION FOR EARLY REPAYMENT WITH OR WITHOUT A PREMIUM, AND THE PRICE AT WHICH IT WILL BE SOLD SHALL BE DETERMINED BY THE CITY AS NECESSARY AND PRUDENT; SHALL THE PLEDGE OF THE TAX INCREMENT FUND TO SUCH DEBT BE AUTHORIZED FOR A PERIOD NOT TO EXCEED THE MAXIMUM TIME PERMITTED BY LAW; AND IF THIS QUESTION IS APPROVED, THE AUTHORITY TO ISSUE DEBT PURSUANT TO BALLOT ISSUE 5T AT THE CITY'S NOVEMBER 2, 2004 ELECTION SHALL BE OF NO FURTHER EFFECT?

YES

NO

BY ORDER OF THE CITY COUNCIL

Stephanie Tuin, City Clerk "

PASSED and ADOPTED this ____ day of February, 2007.

President of the Council

ATTEST:

City Clerk

Attach 4

**Lease to Douglas L. Jones, D/B/A Doug Jones Sawmill
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Lease Agreement with Doug Jones, d/b/a Doug Jones Sawmill for a Portion of Las Colonias Park						
Meeting Date	February 7, 2007						
Date Prepared	February 1, 2007					File #	
Author	John Shaver			City Attorney			
Presenter Name	John Shaver			City Attorney			
Report results back to Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	When	
Citizen Presentation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes	No	Name
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: A portion of Doug Jones’s property on 1441 Winters Avenue was sold to the City in late 2005 for the Riverside Parkway project. Mr. Jones agreed to convey what the City needed for the project but asked City staff to discuss the possibility of Mr. Jones acquiring, by sale or lease, a small portion of the Las Colonias Park property to use for his sawmill business and to replace the property he sold to the City.

The staff has consulted with the Colorado Department of Public Health and Environment (CDPHE) and discussed the request internally. Staff recommends approval.

Budget: The City will acquire revenue through the Lease Agreement.

Action Requested/Recommendation: City staff is requesting City Council to authorize the City Manager to sign a Lease Agreement for a portion of the Las Colonias Property.

Attachment:
Resolution with Lease Agreement

Background Information: Because the Las Colonias Park property is the site of a former uranium milling site, City staff has confirmed with the Colorado Department of Public Health and Environment and the Attorney General’s office that it is appropriate for the City to lease such property. The lease of the property is conditional and the Lease Agreement contains these restrictive terms. Mr. Jones is aware of the conditional uses of the Park property and agrees to use the property as described in the Agreement.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A LEASE OF A PORTION OF THE
"LAS COLONIAS PROPERTY" TO DOUGLAS L. JONES,
D/B/A DOUG JONES SAWMILL**

Recitals

The City of Grand Junction is the owner of real property legally described as a parcel of land situated in the S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and in Lot 3 of Section 23, and in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Lot 3 and Lot 4 of Section 24, all in Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, commonly known as the Las Colonias Park Property ("Park Property").

The Park Property was once the location of a uranium milling site and subsequent to remediation of the site by the Department of Energy, was deeded to the City in 1997 by the State of Colorado for use as a park, recreational or public use purpose. The City plans to develop the property in the future as a community park but would like to accommodate Mr. Jones' request to lease a portion of the Park Property in exchange for property he conveyed to the City for the Riverside Project. Mr. Jones needs the space to continue operation of his sawmill business and replace the parcel he sold to the City.

The City Council deems it appropriate to lease a portion of the Las Colonias Property to Douglas L. Jones, d/b/a Doug Jones Sawmill, for a period of ____ years, commencing on _____, 2007, and expiring on _____.

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

The City Manager, on behalf of the City and as the act of the City, is hereby authorized to execute and enter into the attached Lease Agreement with Douglas L. Jones, d/b/a Doug Jones Sawmill.

PASSED and ADOPTED this ____ day of _____, 2007.

President of the Council

ATTEST:

City Clerk

DRAFT

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2007, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Douglas L. Jones, doing business as Doug Jones Sawmill, hereinafter referred to as "Lessee", whose address for the purpose of this Agreement is 1441 Winters Avenue, Grand Junction, Colorado 81501-3862.

RECITALS

A. The City is the owner of that certain real property in the City of Grand Junction, County of Mesa, state of Colorado, described as:

a parcel of land situated in the S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and in Lot 3 of Section 23, and in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Lot 3 and Lot 4 of Section 24, all in Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, commonly known as the Las Colonias Park Property ("Park Property" or "Property").

The City acquired the Property, which was formerly a uranium mill tailing processing site, from the State of Colorado Department of Health and the Environment ("State") by quit claim deed ("Deed"), following remediation of the site, as recorded in Book 2320, Pages 884 and 885, Public Records, Mesa County, Colorado. Pursuant to 42 U.S.C §7914 (e)(1)(B), the State may donate such lands to another governmental entity for permanent use by the governmental entity solely for park, recreational or other public purposes. The City intends to use a majority of the Park Property for park purposes and intends to develop the Property as a community park; however, timing for development and use of the Property as a community park is uncertain.

B. Lessee desires to lease a portion of the Park Property and use the surface of the property for storage and other purposes associated with his sawmill business. Lessee is aware of the conditional uses of the Park Property and by signing this Agreement agrees and warrants that he shall use the property only as specified in this Agreement.

C. Lessee fully cooperated with City staff for the acquisition of a portion of his property for the Riverside Parkway project.

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

1. Grant and Acceptance of Lease. The City hereby leases a portion of the Park Property to Lessee, more particularly described in Section ____ below and Lessee

hereby accepts and leases the Park Property from the City, for the term stated in paragraph 2 below.

2. Term.

2.1 The term of this Lease shall commence on _____, 2007, and continue through _____, 20____, at which time this Lease shall expire; however, the City may, in its sole discretion, grant to Lessee an option to extend this Lease for an additional five (5) year period, as specified in Section ____, upon faithful performance by Lessee of each and every covenant, duty, responsibility and obligation of this Agreement.

3. Rental. Rent for the portion of Park Property specified in Section ____, for the term hereinabove specified, shall be one hundred dollars (\$100.00), which amount shall be due and payable, without demand by the City, on or before the first of each month, beginning _____, 2007. In the event payment of rent is not received by the City on or before the first of each month, Lessee agrees to pay to the City a late charge of \$_____, which amount shall be added to the amount of rent(s) due. In the event payment of rent and any late charge is not received by the City on or before the 15th of the following month, this Lease shall automatically terminate and neither party shall have any further rights, duties or obligations under this Agreement.

4. Reservations from Lease. Pursuant to the Deed, the State reserved unto itself any non-tributary ground water underlying this parcel, the right to develop tributary ground water and the right to surface access for ground water development.

This Lease is also subject to the reservation of: (a) any and all oil, gas, coal and other minerals and mineral rights of any person underlying and/or appurtenant to the Property; (b) all water and water rights, ditches and ditch rights appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purpose; (c) existing rights-of-way for roads, railroads, telephone lines, transmission lines, utilities, ditches, conduits or pipelines on, over, or across said parcel; and the following terms and conditions specified in Section 5 below, so long as such actions will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement.

5. Use and Condition of the Property.

5.1 Lessee covenants and agrees that Lessee's use of the Property is strictly limited to the use of the surface of the property and that he will not use the ground water from the site for any purpose, construct wells or any means of exposing ground water to the surface. Lessee also agrees to make application and follow City development requirements, including but not limited to, prior written approval of construction plans,

designs and specifications. Any habitable structures constructed on the property shall employ a radon ventilation system or other radon mitigation measures, as required by the State of Colorado. Any use of the property shall not adversely impact ground water quality nor interfere with ground water remediation under State and federal regulations.

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

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

5.4 Lessee agrees to make a reasonable effort to keep the Property free from noxious weeds. Lessee further agrees that Lessee shall not commit nor permit waste, damage or injury to the Property.

5.5 Lessee has inspected the Property, the rights and privileges appurtenant thereto, and the rules, regulations, codes and ordinances governing Lessee's use, occupancy and operations thereon. Lessee agrees that the condition of the Property and such rights, privileges, rules, regulations, codes and ordinances are sufficient for the purposes of Lessee. The City makes no warranties, promises or representations, express or implied, that the Property is sufficient for the purposes of Lessee. If the Property is damaged due to fire, flood or other casualty, or if the Property or any aspect thereto is damaged or deteriorates to the extent where it is 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 own risk.

6. Nonliability of the City for Damage.

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

harmless from all liability, loss or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

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

7. Hazardous Substances.

7.1 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.

7.2 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.

8. Environmental Clean-Up.

8.1 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.

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

9. Default, Sublet, Termination, Assignment.

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

9.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving 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 similar subsequent default, but rather, Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

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

reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval and ratification by the City Council of the City.

9.4 Lessee shall not engage or allow any contractor, materialman or supplier to perform any work or supply any materials or other goods or services on any portion of the Property which could be the subject of a mechanic's lien.

10. 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 surface rights associated with 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 four (4) additional five (5) year periods, commencing on January 1, 2012, and expiring on December , 2032 ("second term"), upon the same terms and conditions of this Agreement or upon 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 December 31, 2011, give 30 days' written notice to the City of Lessee's desire and intention to lease the Property for a second term.

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

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

To the City:
City of Grand Junction
Parks & Recreation Director
1340 Gunnison Avenue
Grand Junction, CO 81501

With Copy to:
City of Grand Junction
City Attorney
250 North 5th Street
Grand Junction, CO 81501

To Lessee:
Douglas L. Jones
1441 Winters Avenue
Grand Junction, CO 81501

All notices shall be deemed given: (a) if sent by mail, when deposited in the mail; (b) if delivered by hand or courier service, when delivered; or (c) if transmitted by

facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

13. Not a Partnership.

13.1 The City, by entering into this Lease Agreement, does not part with its entire possession of the Property, but only so far as it is necessary to enable Lessee to use the Property and carry out the terms and provisions of this Lease. It is expressly agreed between the parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

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

14. Enforcement, Partial Invalidity, Governing Law.

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

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

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

15. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease and the parties have not reached an agreement which would allow Lessee to continue to occupy any portion of the Property, Lessee agrees that Lessee shall pay to the City the sum of \$25.00 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 \$25.00 daily fee is an appropriate liquidated damages amount.

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

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

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

David Varley, City Manager

Lessee:

Douglas L. Jones

Attach 5
Rendezvous Restaurant Lease Expansion for Sidewalk Dining
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Rendezvous Restaurant Lease Expansion for Sidewalk Dining						
Meeting Date	February 7, 2007						
Date Prepared	January 29, 2007				File #		
Author	Harold Stalf			Executive Director/DDA			
Presenter Name	Harold Stalf			Executive Director/DDA			
Report results back to Council	x	No		Yes	When		
Citizen Presentation		Yes	x	No	Name		
	Workshop	x	Formal Agenda		x	Consent	Individual Consideration

Summary: A number of downtown restaurants have been serving alcohol outdoors along Main Street. Rendezvous of Grand Junction (317 Main St), has submitted an application to expand their premise to include both 315 and 317 Main St. for a revocable permit for use of the public right-of-way in front of their business. They have the required permits from the DDA for use of the sidewalk, but are required to have a revocable license from the City of Grand Junction to expand their licensed premise, permitting alcohol sales.

Budget: The annual lease amount will be \$200

Action Requested/Recommendation: Adopt Resolution approving the lease for expansion of premises.

Attachments:

Resolution with attached Outdoor Dining Lease

Background Information: Council approved the expansion of sidewalk dining with liquor service in July, 2004. However, at that time it was made clear that permission to serve alcohol on the sidewalk would require a specific lease of the public right-of-way in order to expand the licensed premise under their individual liquor license. Approval of the lease will allow for the applicant to apply for expansion of their premise through the proper State and City agencies. Written consent from the adjacent property owners is attached which permits perpendicular installation of the required fencing.

The permit includes standards for appropriate fencing, access and control of the premise, and is in keeping with the standards that have been in place in other communities in Colorado over the past several decades.

RESOLUTION NO. _____-07

A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK RIGHT-OF-WAY TO RENDEZVOUS OF GRAND JUNCTION, LTD.

WHEREAS, the City has negotiated an agreement for Rendezvous of Grand Junction, Ltd. to lease a portion of the sidewalk right-of-way located in front of 315/317 Main Street from the City for use as outdoor dining; and

WHEREAS, the City Council deems it necessary and appropriate that the City lease said property to Rendezvous of Grand Junction.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way for a period of twelve months at \$200 per year, to Rendezvous of Grand Junction.

PASSED and ADOPTED this _____ day of _____, 2007.

President of the Council

Attest:

Stephanie Tuin, City Clerk

OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of _____, 2007 by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, hereinafter City and RENDEZVOUS of GRAND JUNCTION, LTD., an LLC, as Lessee, hereinafter Lessee.

RECITALS.

The City by Ordinance No. 3650 established a Sidewalk Restaurant commercial activity permit for restaurants in the Downtown Shopping Park (DSP) on Main Street.

In accordance with that authority the City Council and the Downtown Development Authority (DDA) desire to make certain areas of the sidewalk in DSP available by lease to abutting land owners and/or lessees that want to make use of a portion of the sidewalk in the DSP for restaurant and/or alcohol service.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, it is agreed as follows:

1. The City does hereby lease to Lessee approximately 200 square feet of the sidewalk in the DSP located in front of 315/317 Main Street hereinafter the Leased Area. Specifically the Leased Area is that portion of the sidewalk abutting the Lessee's business and extending a maximum of 8' feet from the edge of the building and/or lot; provided, however, that overhang(s) and/or other encroachment(s) are not to be considered to be part of such building and/or lot.
2. The term of this lease shall be for a period of one year beginning on February 3, 2007 and terminating on February 3, 2008. Rent shall be calculated at \$1.00 per square foot per year. As rent for the Leased Area, Lessee agrees to pay the City the total sum of \$200.00 which sum shall be payable in advance on or before February 3, 2007, at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501.

If the rent payment is not paid in full when due, a Lease shall not issue.

3. Lessee agrees to use the Leased Area for the sole purpose of selling and dispensing food and/or beverages to the public. The Leased Area shall be open to the public, weather permitting, during the Lessee's normal business hours but in no event shall food and/or beverage service be extended beyond 12:00 midnight. Food shall be available to be served in

the Leased Area during all hours that it is open to the public and in accordance with the Lessee's liquor license.

4. Lessee further agrees to use the Leased Area for no purpose prohibited by the laws of the United States, the State of Colorado or ordinances of the City of Grand Junction. Further, lessee agrees to comply with all reasonable recommendations by DDA relating to the use of the Leased Area. Prior to alcohol service the Lessee shall modify its liquor licensed premises as required by the laws of the State and City. **Modification of the licensed premises, in accordance with Colorado law, is a precondition to the authority this lease.**
5. Lessee shall remove any improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Leased Area promptly upon expiration of this Lease. Failure to remove the same within ten (10) days of expiration shall result in ownership thereof transferring to the DDA.
6. Lessee agrees to keep the Leased Area in good repair and free from all litter, dirt and debris and in a clean and sanitary condition; to neither permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Leased Area or by any injury of accident occurring thereon. Further, Lessee does, by execution of this Lease, indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Leased Area. Lessee agrees to furnish certificate(s) of insurance as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Leased Area. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.
7. All construction, improvements, furniture, fixtures and/or equipment on the Leased Area shall comply with the following:

- a. Not be wider than the street frontage of the business nor extend further than a maximum of 8' feet from the edge of the Lessee's building ensuring that such extension does not impede pedestrian traffic.
- b. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Leased Area; this shall be construed to include perimeter enclosures, planters, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee.
- c. The Leased Area may not be an island; i.e., the perimeter enclosure around the Leased Area shall abut the Lessee's building and business.
- d. The perimeter enclosure shall be angled at forty-five (45) degrees with a minimum of four (4) feet in length on the diagonal(s) with the exception that if the Lessee obtains written consent from the adjacent business, a ninety (90) degree angle will be permitted on the side(s) for which the Lessee has obtained such written consent.
- e. The perimeter of the Leased Area shall be enclosed by a black wrought-iron fence (perimeter enclosure) as approved by DDA, no less than thirty (30) inches in height. Openings in the fence shall not be less than 44 inches wide. If there is a gate which is not self-closing and bi-directional it must swing inward to prevent obstruction of the sidewalk.
- f. No cooking shall be located on the Leased Area.
- g. Lessee may place furniture, fixtures and equipment in the Leased Area so long as the same are not allowed to encroach into the public right of way or otherwise to endanger any passerby or patron and are secured to resist wind.
- h. The Lessee shall allow its fixtures and perimeter fencing to remain in place at its own discretion and liability and shall accept and retain full responsibility and liability for any damage to such fixtures and perimeter fencing caused thereby.
- i. Neither electric (alternating current) nor gaslights are allowed on the Leased Area. Candles and battery powered lights are allowed.

- j. No signage, including but not limited to, on furniture, planters or banners shall be allowed on the Leased Area. Menu signs shall be allowed in accordance with provisions of the City of Grand Junction sign code and subject to review by DDA.
8. The leased premises and improvements, additions and fixtures, furniture and equipment thereon shall be maintained and managed by Lessee.
9. Lessee agrees to permit agents of the City and/or DDA to enter upon the premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof.

Lessee further agrees that if the City shall determine to make changes or improvements to the DSP, which may affect any improvements placed by the Lessee, that the Lessee, by execution of this agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to remove any structures necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes during a lease period.
10. The City by this demise hereby conveys no rights or interest in the public way except the right to the uses on such terms and conditions as are above described and retains all title thereto.
11. Lessee agrees not to sublet any portion of the Leased Area, not to assign this lease without the prior written consent of the City being first obtained.
12. Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting property and agrees that on sale or other transfer of such ownership interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.
13. Lessee agrees to surrender and deliver up the possession of the Leased Area promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.
14. If legal action is taken by either party hereto to enforce any of the provisions of this Lease, the prevailing party in any legal action shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees.

- 15. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.

- 16. Lessee agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the Leased Area and its use. In performing under the Lease, Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.

- 17. Lessee and City agree that all correspondence concerning the Lease shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

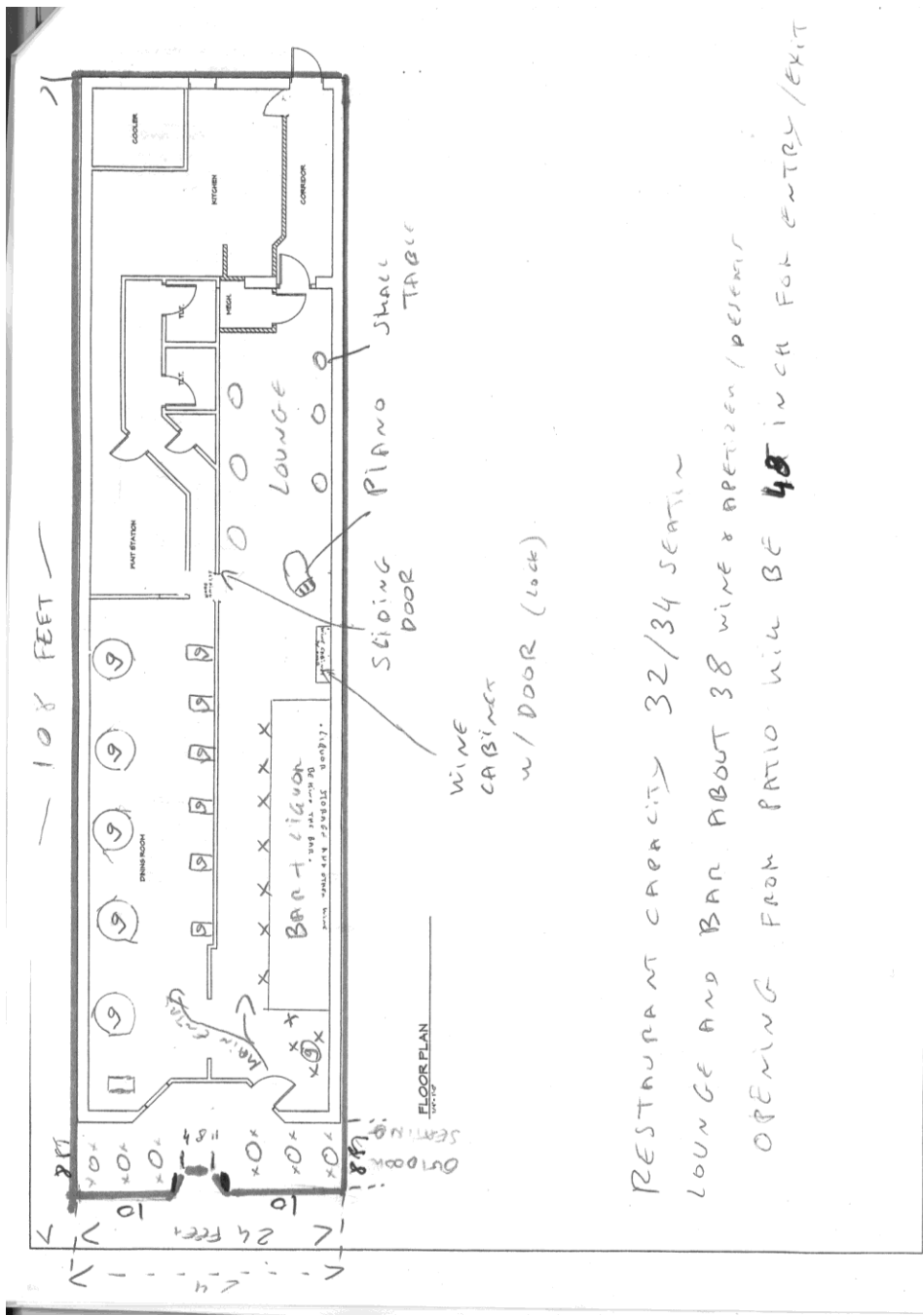
Lessee:
Rendezvous of Grand Junction, Ltd.
317 Main St.
Grand Junction, Co. 81501

CITY OF GRAND JUNCTION

City Manager

LESSEE

Business Owner



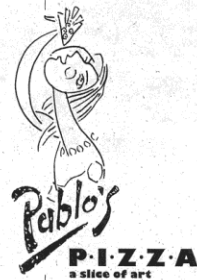
RESTAURANT CAPACITY 32/34 SEATIN
 LOUNGE AND BAR ABOUT 38 WINE & APETIZER / DESERT
 OPENING FROM PATIO WILL BE 48 INCH FOR ENTRY / EXIT

: W/ MODIFICATION.

4/25/05

I approve of Rendez-vous restaurant
putting up a fence adjacent to ours
at a 90° angle from our building.

Pablo



319 Main Street

Grand Junction

Colorado

81501

970.255.8879

www.pablospizza.com

**Frame
Works
& Gallery**

RECEIVED
JAN 30 2007

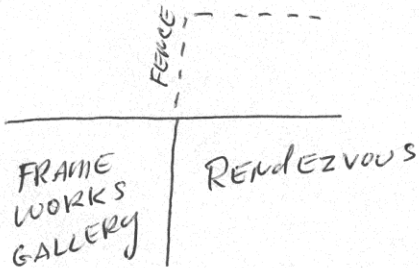
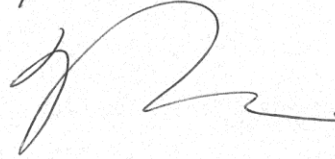
1-19-07

To Whom it may Concern:

I AM AWARE OF THE CONSTRUCTION
GOING ON NEXT DOOR AT "RENDEZVOUS"
RESTAURANT. I APPROVE OF THIS
REMODEL. I AM THE OWNER OF
FRAME WORKS AND GALLERY AND OF
THE REAL ESTATE AT 309 MAIN ST.

SINCERELY

Michael Gibbs



ALSO I AM AWARE OF THE
CONSTRUCTION OF A ~~FENCE~~ FENCE OUT
FRONT AT A 90° FROM PROP. LINE
AS ABOVE,

CERTIFICATE OF LIABILITY INSURANCE

01/26/2007

This is not an insurance policy. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not in any way amend, extend or alter the coverage provided by the policy listed below.

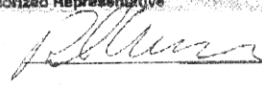
Company Affording Coverage Truck Insurance Exchange	Policy Number 045993066	Effective 04/01/2007	Renewal 04/01/2008
Named Insured: Rendez Vous of Grand Junction DBA: 315 and 317 Main Grand Junction, CO 81501		Additional Insureds: The City of Grand Junction and the Downtown Development Au	

Coverages:
This is to certify that the policy for the above named insured has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

Type of Insurance	Combined Limits of Liability
Auto Liability <input type="checkbox"/> Owned * <input type="checkbox"/> Hired <input type="checkbox"/> Non Owned <input type="checkbox"/> Employers Non-Owned Contingent Liability	Bodily Injury Each Person: Bodily Injury Each Occurrence: Property Damage Each Occurrence: Single Limit Liability:
General Liability <input checked="" type="checkbox"/> { M&C - OLT Owners & Contractors Contractual ** Elevators <input checked="" type="checkbox"/> Products and/or Completed Operations	Bodily Injury Each Person: Bodily Injury Each Occurrence: Annual Aggregate Products: Property Damage Each Occurrence: Prop. Dmg. Ann. Aggregate Products: Single Limit Liability Each Occurrence: \$1,000,000 Annual Aggregate: \$2,000,000 Liquor Liability
<input type="checkbox"/> Cargo	Cargo Each Vehicle: Cargo Each Occurrence:

* Owned Automobiles, if covered, are described on the attached list of vehicles unless the description has been waived.
 ** Includes Goods or Products Warranty, Written Lease of Premises, Easement Agreement, Municipal Ordinance Agreement, Slidetrack Agreement, Elevator or Escalator Maintenance Agreement only, unless accompanied by specific endorsement providing additional Contractual Coverage.

Cancellation:
Should this policy be cancelled prior to the expiration date, the issuing company will endeavor to mail 10 days written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Certificate Holder The City of Grand Junction Colorado and the Downtown Development Authority	Authorized Representative  Agency: Richard I. Williams Insurance Agency Inc. Agent: Richard I. Williams 1605 Grand Avenue Glenwood Springs, CO 81601 Office: 970-945-0737 License:
--	--

Attach 6

**Vacate a Temporary Turnaround Easement Located at 2314 Logos Drive
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Vacation of a temporary turn-around easement						
Meeting Date	February 7, 2007						
Date Prepared	January 11, 2007				File #VE-2005-351		
Author	Lori V. Bowers			Senior Planner			
Presenter Name	Lori V. Bowers			Senior 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 vacate a temporary turn-around easement on Lot 1, Block 1, Interstate Commercial Park Four Subdivision, located at 2314 Logos Drive.

Budget: N/A

Action Requested/Recommendation: Adopt a Resolution vacating the temporary turn-around easement.

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. Resolution
5. Exhibit

BACKGROUND INFORMATION					
Location:		2314 Logos Drive			
Applicants:		Logos Drive LLC, owner; Rocky Mountain Production Services, developer; Pat Edwards, representative.			
Existing Land Use:		Vacant land			
Proposed Land Use:		Vacant lot / future use not known			
Surrounding Land Use:	North	Western Pump & Dredge			
	South	Folkstead Office Warehouse			
	East	Vacant land			
	West	Mesa Wire Line (under construction)			
Existing Zoning:		I-2			
Proposed Zoning:		I-2			
Surrounding Zoning:	North	I-1			
	South	I-2			
	East	I-2			
	West	I-2			
Growth Plan Designation:		Industrial			
Zoning within density range?		X	Yes		No

ANALYSIS:

1. Background: In 2006, a request to combine two parcels into one for a total of 1.6 acres in an I-2 (General Industrial) zone district was granted and the plat was recorded (file number SS-2006-191). The original plat for Interstate Commercial Park Two was recorded in 2001. It created Tract B. A plat note was provided on Interstate Commercial Park Two plat that stated, "Temporary turn around easement to the City of Grand Junction for the use of Police Department, Fire Department and other Emergency services access. Vacation of said temporary turnaround easement will require approval of a vacation application by the Planning Commission and City

Council.” The plat further contained a City Note that, “Tract B is a non-buildable area. The status of this tract may be changed at a future date upon vacation of the temporary turnaround and approval of a Simple Subdivision to merge it with adjacent properties or approval of variance to permit the creation of sub-standard size lot through the Simple Subdivision Process.” The Simple Subdivision process was completed in October of 2006. At that time Tract B was joined with the property to the north to create Lot 1, Block 1, Interstate Four Subdivision, a lot that is not sub-standard in size. This application is a request to vacate the temporary turn around easement, by recommendation of approval from the Planning Commission to the City Council. This action will be by acceptance of the Resolution by the City Council.

2. Consistency with the Growth Plan: The approved subdivision and existing zoning of I-2, is consistent with the Future Land Use designation of industrial and therefore is consistent with the Growth Plan. The vacation of the temporary turnaround easement does not affect the recommended density/intensity of this site.

3. Section 2.11.c of the Zoning and 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.

The Growth Plan is not affected by the vacation of the temporary turn-around easement, nor does it affect the recommended densities for surrounding properties. Logos Drive is being constructed to meet the standard for a local industrial street. 23 ¼ Road is being extended north to connect to Interstate Avenue. Therefore the need for a temporary turn-around easement is no longer required.

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

No parcels will be landlocked due to the vacation of the temporary turn-around easement. The requested area to be vacated will be integrated into the approved Interstate Four Subdivision which will now have access to two public streets, 23 ¼ Road and Logos Drive.

- 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.

There are no restricted access issues with this request. The vacation of this easement, which was intended to be temporary, will increase the use of the property and therefore it does not reduce or devalue the property any longer.

- 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 are no identifiable adverse impacts that would result from vacating this temporary turn-around easement. The need for a turn-around for Police, Fire and other emergency responders will be accommodated by the completion of Logos Drive and the extension of 23 ¼ Road north to Interstate Avenue. This was a requirement of Interstate Commercial Park Three Subdivision.

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

Existing and future public facilities and services would not be inhibited to this or any other nearby property. By extending 23 ¼ Road and the improvements to Logos Drive public facilities and services should be enhanced.

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

Due to the extension of 23 ¼ Road and improvements to Logos Drive, there will be improved traffic circulation. Removing the temporary turn-around will make the parcel a viable and developable lot in an I-2 zoning district.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Vacation of Temporary Turn-Around application, file number VE-2006-351 for the vacation of a temporary turn-around easement, staff makes the following findings of fact and conclusions:

1. The requested easement vacation is consistent with the Growth Plan.
2. The review criteria in Section 2.11.C of the Zoning and Development Code have all been met.

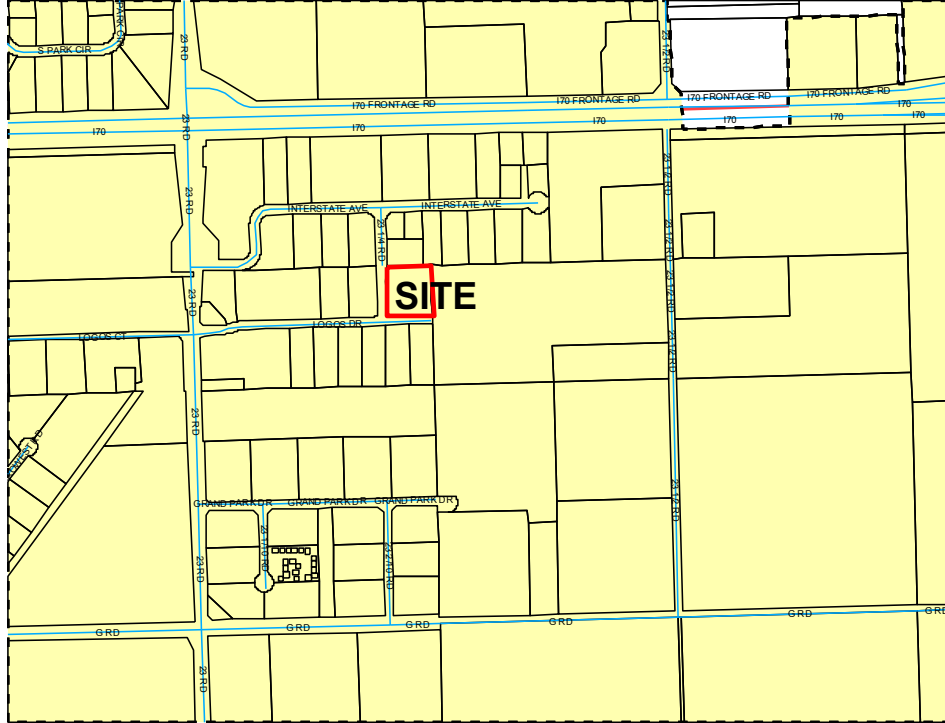
PLANNING COMMISSION RECOMMENDATION:

The Planning Commission forwards a recommendation of approval of the requested temporary easement vacation, file number VE-2006-351 to the City Council with the findings and conclusions listed above.

Site Location Map

City Limits

2314 Logos Drive



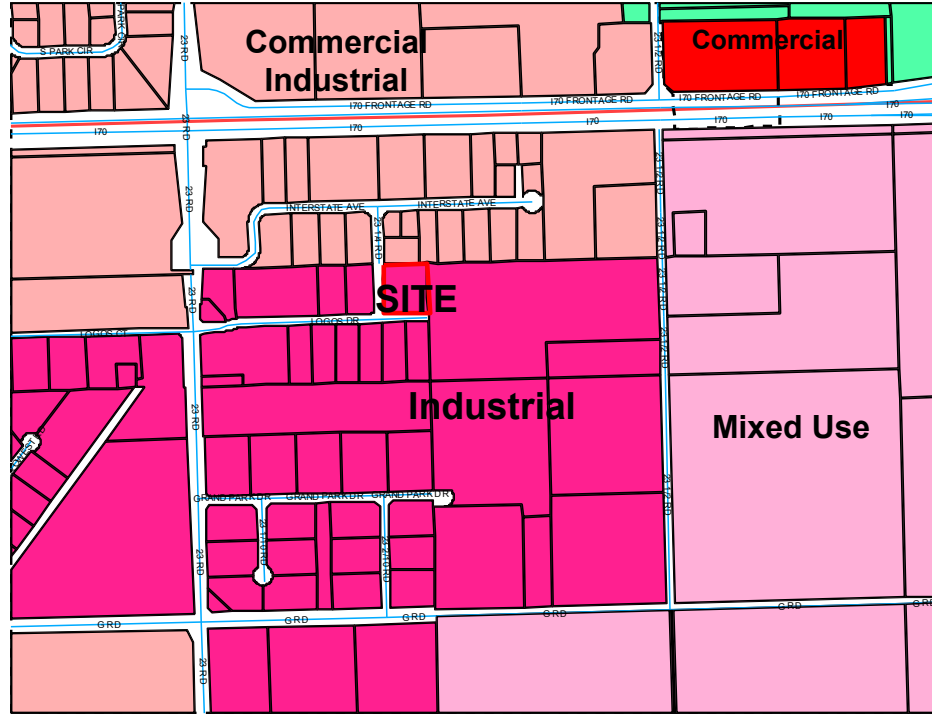
Aerial Photo Map

2314 Logos Drive



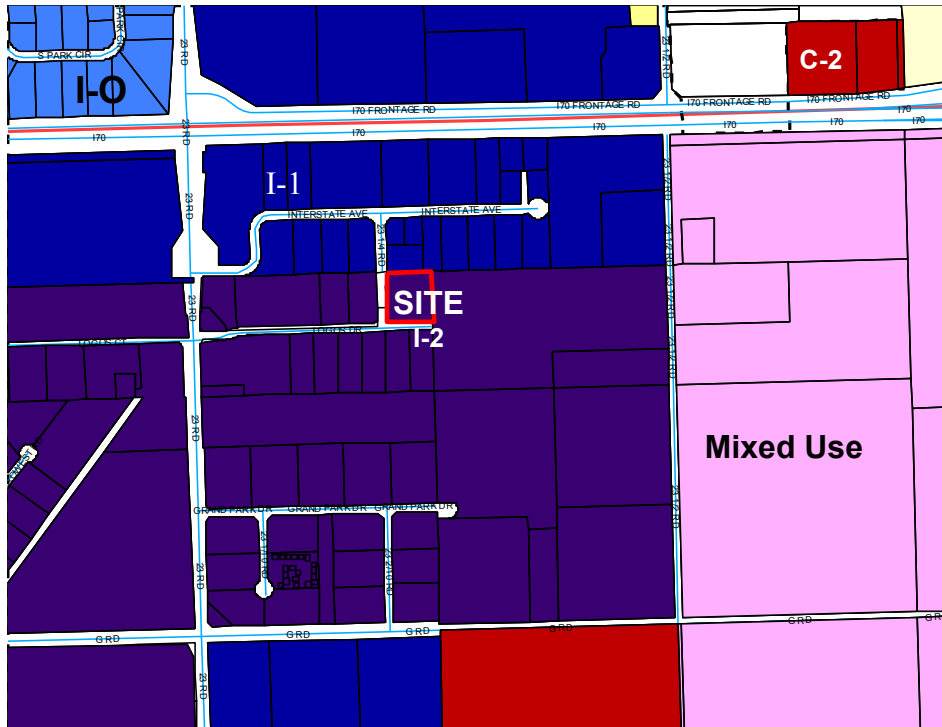
Future Land Use Map

2314 Logos Drive



Existing City and County Zoning

2314 Logos Drive



CITY OF GRAND JUNCTION

RESOLUTION NO.

**A RESOLUTION VACATING A TEMPORARY TURN-AROUND EASEMENT ON LOT
1, BLOCK 1, INTERSTATE COMMERCIAL PARK FOUR SUBDIVISION
LOCATED AT 2314 LOGOS DRIVE**

RECITALS:

A vacation of the temporary turn-around easement for Interstate Commercial Park Four has been requested by the property owners and per the plat note as provided on Interstate Commercial Park Two, recorded in Plat Book 18, Page 288 through 289, Mesa County Clerk and Recorder.

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

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

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

The following described dedicated temporary turn-around easement for is hereby vacated subject to the listed conditions:

1. Applicants shall pay all recording/documentary fees for the Resolution, any easement documents and dedication documents.

The following temporary turn-around easement is shown on "Exhibit A" as part of this vacation of description:

That certain turn-around easement as shown on the plat of Interstate Commercial Park Two, recorded in Plat Book 18 at page 288 in the Office of the Mesa County Clerk and Recorder, being more particularly described as follows:

Commencing at a 5/8-inch rebar and alloy cap (PLS 16413) for the SW1/16 Corner of Section 32, Township 1 North, Range 1 West of the Ute Meridian from whence a Mesa County Survey Marker for the S.E. Corner of the SW1/4 SW1/4 of said Section 32 bears S00°01'19"W for a distance of 1319.13 feet; thence N00°00'44"E, along the easterly line of the NW1/4 SW1/4 of said Section 32, for a distance of 381.38 feet to a 5/8-inch rebar and alloy cap (PLS 18469) for the S.E. Corner of Lot 1 Block 1 of Interstate Commercial Park Four as recorded in Book 4283 at Page 691, Reception

Number 2346558, in the Office of the Mesa County Clerk and Recorder; thence, S89°58'41"W, along the southerly line of said Lot 1, for a distance of 6.61 feet to the Point of Beginning; thence, S89°58'41"W, continuing on said southerly line of Lot 1, for a distance of 101.84 feet; thence, leaving said southerly line, N49°50'59"E for a distance of 16.47 feet to a point of curvature; thence on the arc of a non-tangent 45.00 foot radius curve to the right (the central angle of which is 174°04'46" and the chord of which bears S83°14' 21"E a distance of 89.88 feet) for a distance of 136.72 feet to the Point of Beginning.

(contains 3512.4 sq. ft. more or less)

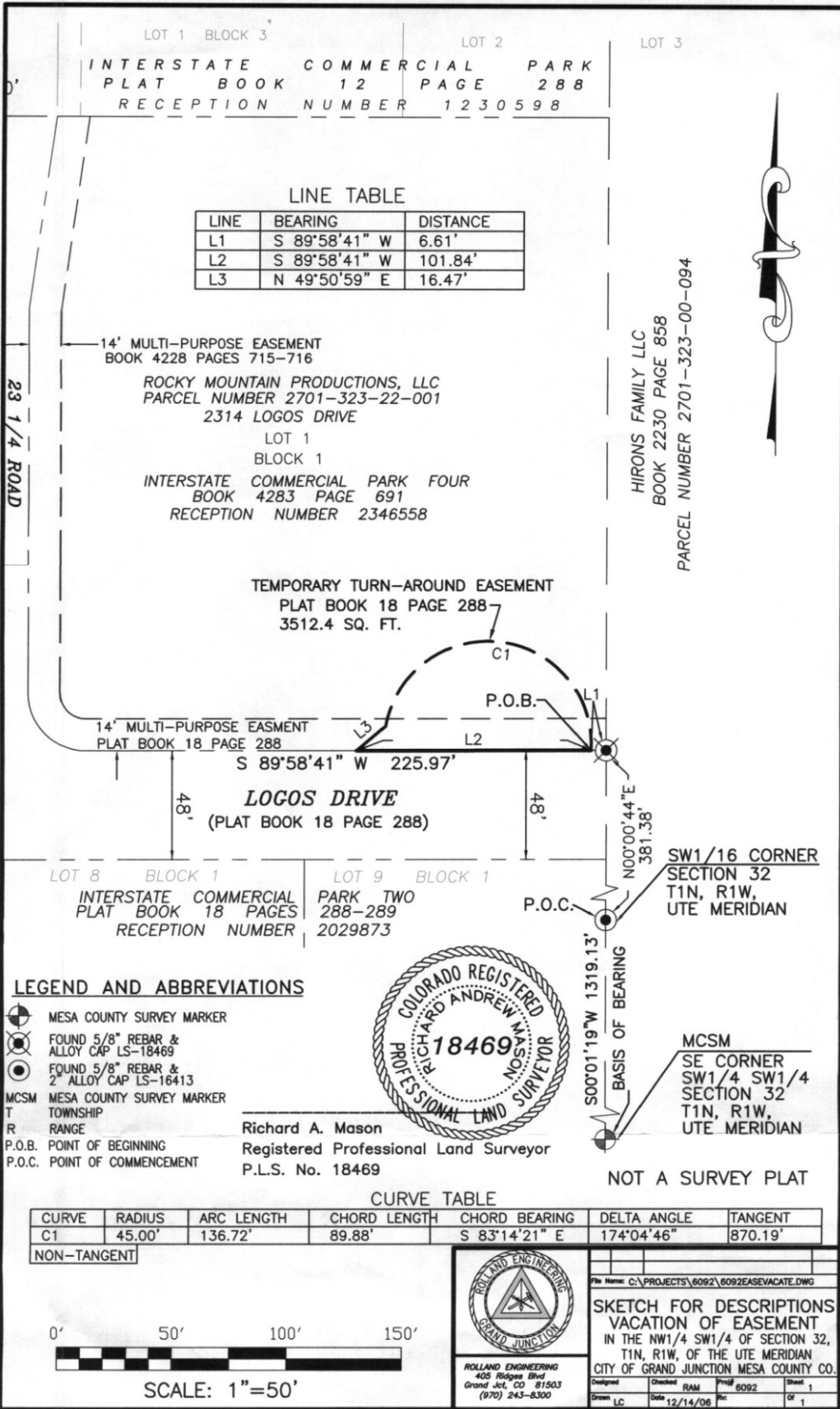
ATTEST:

PASSED on this _____ day of _____, 2007.

ATTEST:

President of City Council

City Clerk



Attach 7

**Rescinding the Annexation Request for the Bookcliff Vet. Hospital Annexation
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject		Rescinding the Annexation request for the Bookcliff Veterinary Hospital Annexation located at 564 29 Road					
Meeting Date		February 7, 2007					
Date Prepared		January 29, 2007			File #ANX-2005-076		
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 rescind the annexation request for the 2.93 acre Bookcliff Veterinary Hospital property located at 564 29 Road.

Budget: N/A

Action Requested/Recommendation: Adopt Resolution rescinding Resolution Number 94-05 and corresponding annexation ordinance that referred a petition to the City Council for the annexation of lands to the City of Grand Junction; set a hearing on the annexation and exercised land use control.

Background Information: On June 1, 2005, the City Council passed a Resolution (#94-05) to assume jurisdiction of all land use proceedings within the area to be annexed and set a public hearing for July 6, 2005 to officially annex the Bookcliff Veterinary Hospital property. During that review time by the City, the land ownership issues regarding the area adjacent to the Grand Valley Canal came into question and the City Council continued the annexation request for over one (1) year pending resolution of the land ownership issues.

The property owners originally requested annexation into the City in order to develop their property into two (2) residentially zoned lots. The property owner also requested to not be annexed into the City unless they were able to complete the Simple Subdivision process.

This proposed annexation request consisted of 2.93 acres of land and was comprised of one (1) parcel of land and associated right-of-way of 29 Road. The current Bookcliff Veterinary Hospital is zoned residential in the County and is considered to be a “grandfathered” land use since the property is utilized for commercial purposes. Upon annexation, the existing veterinary business would have continued to be “grandfathered.”

The City is requesting to officially close this annexation/development file (ANX-2005-076) since more than year has now passed without resolution. The Zoning and Development Code (Section 2.3 B. 5. d.) states that the Community Development

Director may only grant one (1) extension for a maximum of 120 days if the applicant has not resubmitted documents to keep the file active, which would have been by November 6, 2005.

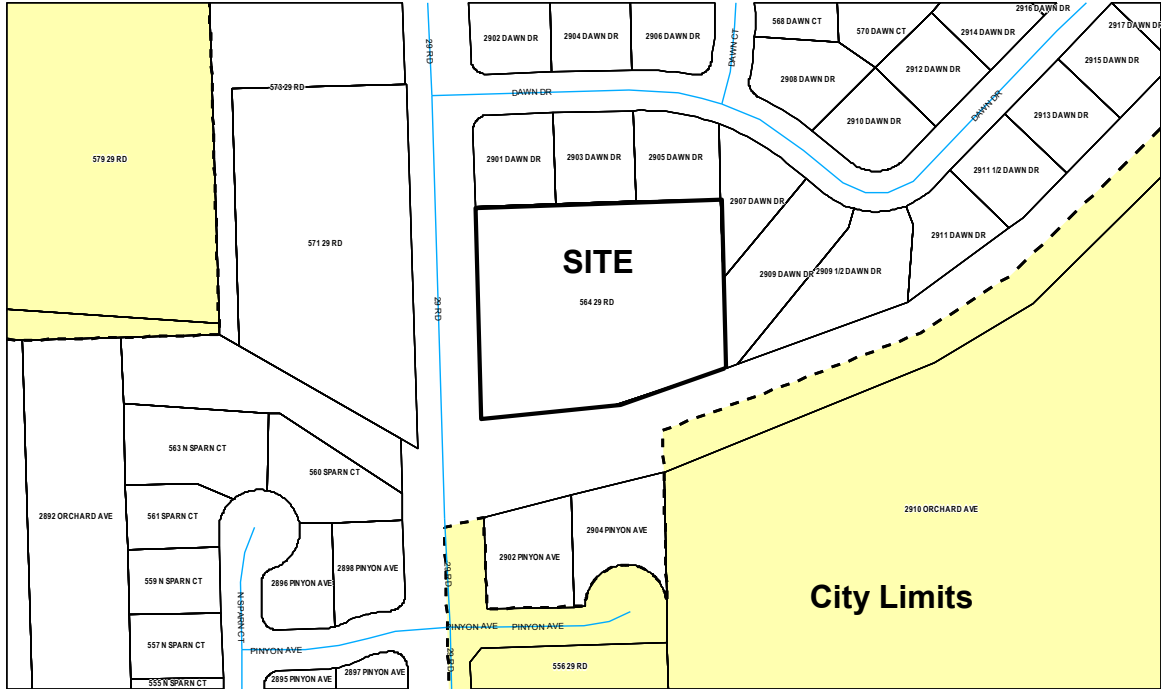
Once the property owners have resolved the ownership issues regarding the area adjacent to the Grand Valley Canal and would like to proceed again with annexation and development of the property, the property owners may file another petition for annexation and development application.

Attachments:

1. General Location Map/Aerial Photo
2. Growth Plan Map/Zoning Map
3. Resolution

Site Location Map – 564 29 Road

Figure 1



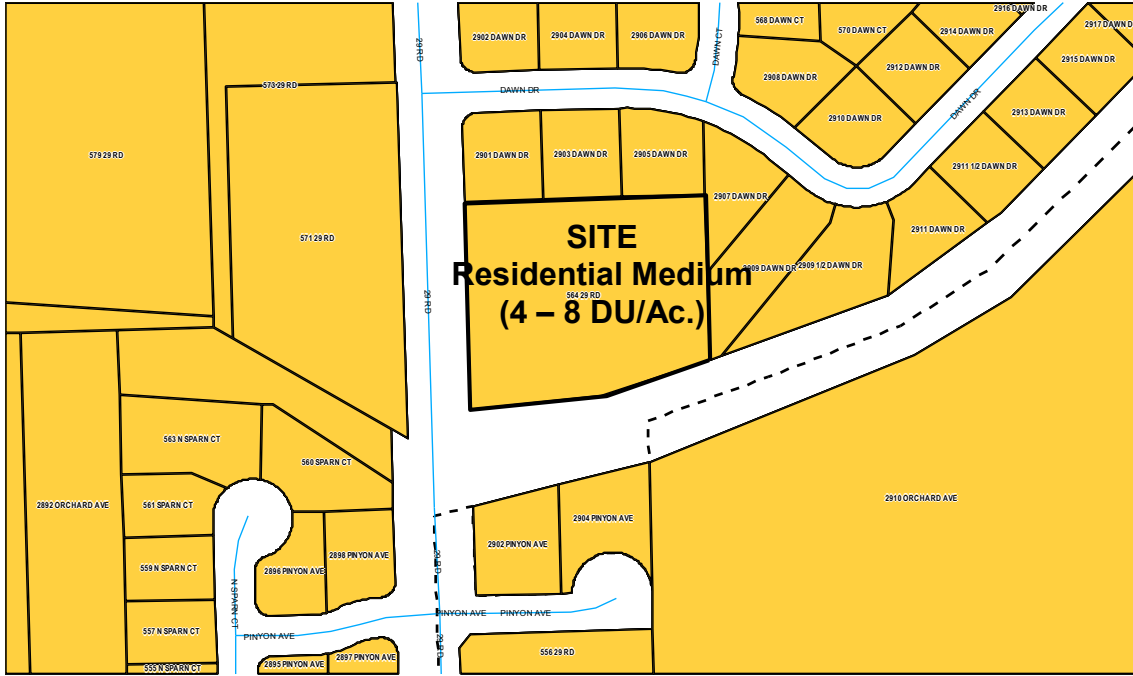
Aerial Photo Map – 564 29 Road

Figure 2



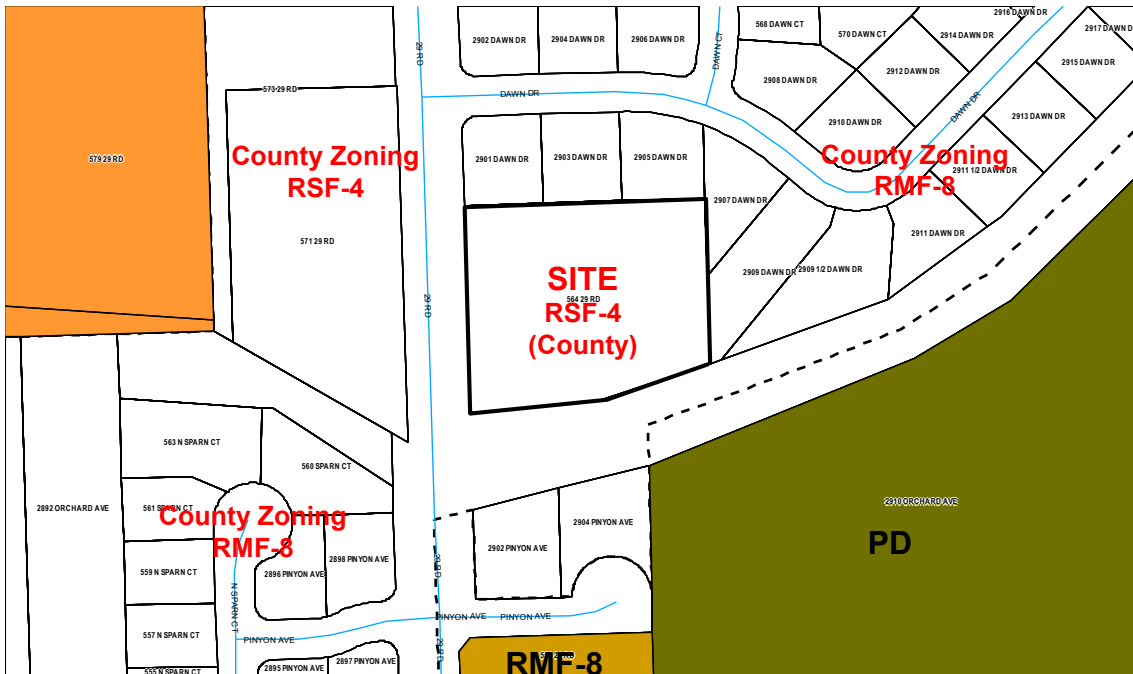
Future Land Use Map – 564 29 Road

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."

RESOLUTION NO. ____

**A RESOLUTION RESCINDING RESOLUTION NO. 94-05
AND CORRESPONDING ANNEXATION ORDINANCE
THAT REFERRED A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SET A HEARING ON SUCH ANNEXATION,
AND EXERCISED LAND USE CONTROL**

BOOKCLIFF VETERINARY HOSPITAL ANNEXATION

**LOCATED AT 564 29 ROAD
AND INCLUDING A PORTION OF THE 29 ROAD RIGHT-OF-WAY**

Recitals: On the 1st day of June, 2005, a petition for the Bookcliff Veterinary Hospital was referred and approved by Resolution No. 94-05 and a corresponding ordinance annexing the property was approved on First Reading, for the following described parcel:

PERIMETER BOUNDARY LEGAL DESCRIPTION

BOOKCLIFF VETERINARY HOSPITAL ANNEXATION

A parcel of land located in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 8, Township 1 South, Range 1 East, of the Ute Principal Meridian, County of Mesa State of Colorado, being more particularly described as follows:

Commencing at the Southwest corner of the SW 1/4 NW 1/4 of said Section 8, and assuming the West line of the SW 1/4 NW 1/4 of said Section 8 bears N00°04'18"W with all bearings contained herein relative thereto; thence N00°04'18"W along the West line of the SW 1/4 NW 1/4 of said Section 8 a distance of 200.08 feet to the Point of Beginning; thence N89°51'38"W a distance of 50.00 feet to the Southwest corner of Lot 2, Block 1 of Homestead Subdivision, as recorded in Plat Book 11, Page 172 Mesa County, Colorado records, also being a point on the West right of way of 29 Road; thence N00°04'18"W along said West right of way of 29 Road a distance of 381.72 feet; thence S58°15'00"E a distance of 58.84 feet to a point on the West line of the SW 1/4 NW 1/4 of said Section 8; thence N00°04'18"W along the West line of the SW 1/4 NW 1/4 of said Section 8 a distance of 316.77 feet; thence N89°54'29"E along the South line (and the Westerly projection of) the South line of Lots 1 through 3, Block 2, Plat of Sunrise Gardens Subdivision, as recorded in Plat Book 12, Page 135, Mesa County, Colorado records a distance of 353.00 feet to a point on the West line of Lot 4, Block 2 of said Sunrise Gardens Subdivision; thence S00°04'18"E along the West line (and the Southerly projection of) Lots 4 and 5, Block 2, of said Sunrise Gardens Subdivision a

distance of 256.57 feet to the North line of the Arbors Annexation, Ordinance No. 3700, City of Grand Junction; thence S71°01'08"W along the North line of said Arbors Annexation a distance of 85.62 feet to the Northwest corner of said Arbors Annexation also being a point on the centerline of the Grand Valley Canal; thence S78°26'11"W along the centerline of said Grand Valley Canal a distance of 226.54 feet to a point on

the East right of way of said 29 Road; thence S00°04'18"E along the East right of way of said 29 Road a distance of 54.13 feet to the Northwest corner of Lot 1 Wood's Subdivision as recorded in Plat Book 12, Page 96 Mesa County, Colorado records; thence S77°47'42"W distance of 51.14 feet to the West line of the SW 1/4 NW 1/4 of said Section 8; thence S00°04'18"E along the West line of the SW 1/4 NW 1/4 of said Section 8 a distance of 273.44 feet to the Point of Beginning.

Said parcel contains 2.93 acres (127,776 sq ft) more or less as described.

The annexation cannot be completed because of a boundary discrepancy.

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

That Resolution Number 94-05 and corresponding Annexation Ordinance regarding the Bookcliff Veterinary Hospital Annexation (City File # ANX-2005-076) is hereby withdrawn and rescinded.

ADOPTED this ____ day of _____, 2007.

Attest:

President of the Council

City Clerk

Attach 8
Setting a Hearing on the Wexford Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Wexford Annexation - Located at 2949 and 2953 D ½ Road						
Meeting Date	February 7, 2007						
Date Prepared	February 1, 2007				File #ANX-2006-324		
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 annex 14.46 acres, located at 2949 and 2953 D ½ Road. The Wexford Annexation consists of two parcels.

Budget: N/A

Action Requested/Recommendation: Adopt a Resolution referring the petition for the Wexford Annexation and introduce the proposed Ordinance and set a hearing for March 21, 2007.

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:		2949 and 2943 D ½ Road			
Applicants:		Charlie Hutchinson, Roadrunner LLC-Owners Mike Queally-Representative			
Existing Land Use:		Residential			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Residential/Agriculture			
	South	Residential			
	East	Residential/Agriculture			
	West	Residential/Agriculture			
Existing Zoning:		RSF-R			
Proposed Zoning:		RMF-8			
Surrounding Zoning:	North	RSF-R (County)			
	South	RMF-8			
	East	RSF-R (County)			
	West	RMF-8			
Growth Plan Designation:		RM (Residential Medium 4-8 du/ac)			
Zoning within density range?		x	Yes		No

Staff Analysis:

ANNEXATION:

This annexation area consists of 14.46 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 Wexford 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.

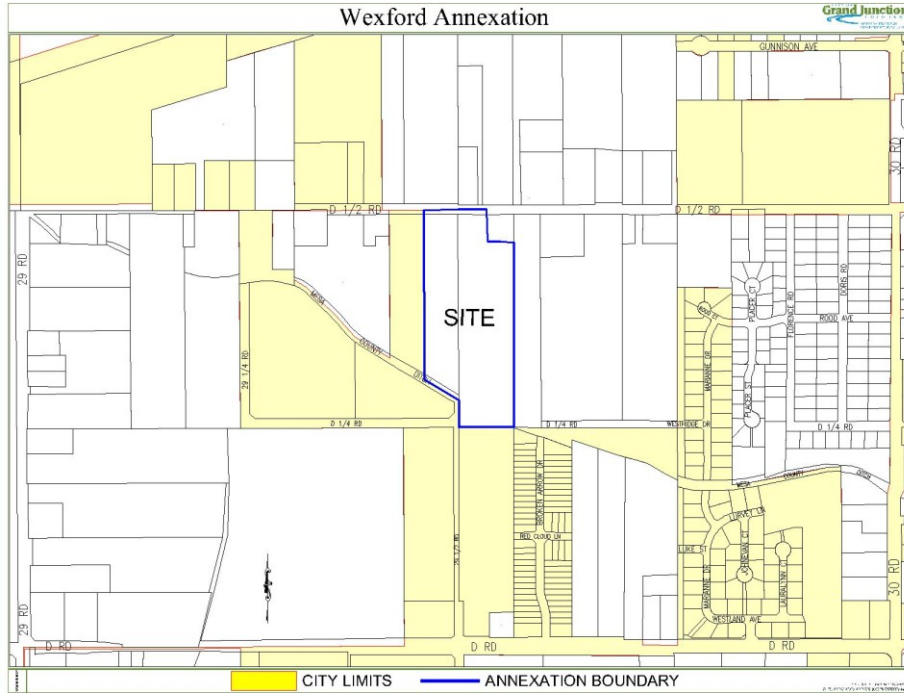
<i><u>ANNEXATION SCHEDULE</u></i>	
February 7, 2007	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
February 27, 2007	Planning Commission considers Zone of Annexation
March 7, 2007	Introduction Of A Proposed Ordinance on Zoning by City Council
March 21, 2007	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
April 22, 2007	Effective date of Annexation and Zoning

WEXFORD ANNEXATION SUMMARY

File Number:	ANX-2006-324	
Location:	2949 and 2953 D ½ Road	
Tax ID Number:	2943-173-00-203, 2943-174-00-2448	
Parcels:	2	
Estimated Population:	5	
# of Parcels (owner occupied):	2	
# of Dwelling Units:	2	
Acres land annexed:	14.46	
Developable Acres Remaining:	14.46	
Right-of-way in Annexation:	0	
Previous County Zoning:	RSF-R	
Proposed City Zoning:	RMF-8	
Current Land Use:	Residential	
Future Land Use:	Residential	
Values:	Assessed:	\$36,540
	Actual:	\$445,430
Address Ranges:	2949-2953 D ½ Road	
Special Districts:	Water:	Ute Water
	Sewer:	Central Grand Valley
	Fire:	GJ Rural
	Irrigation/ Drainage:	Grand Junction Drainage
	School:	District 51
	Pest:	n/a

Site Location Map

Figure 1



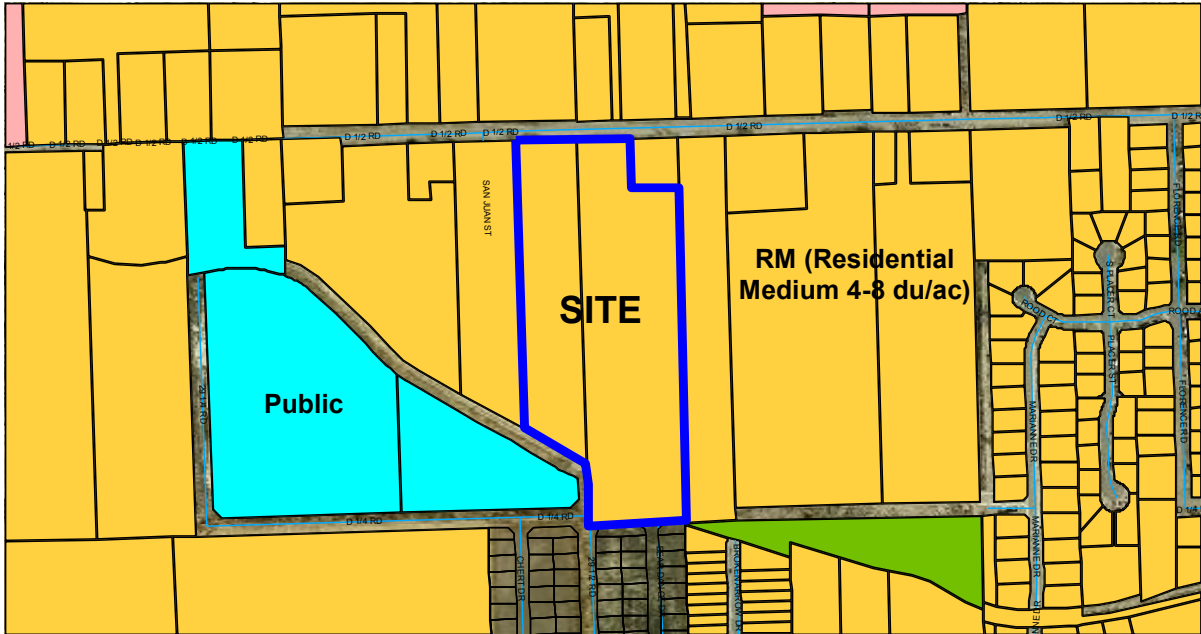
Aerial Photo Map

Figure 2



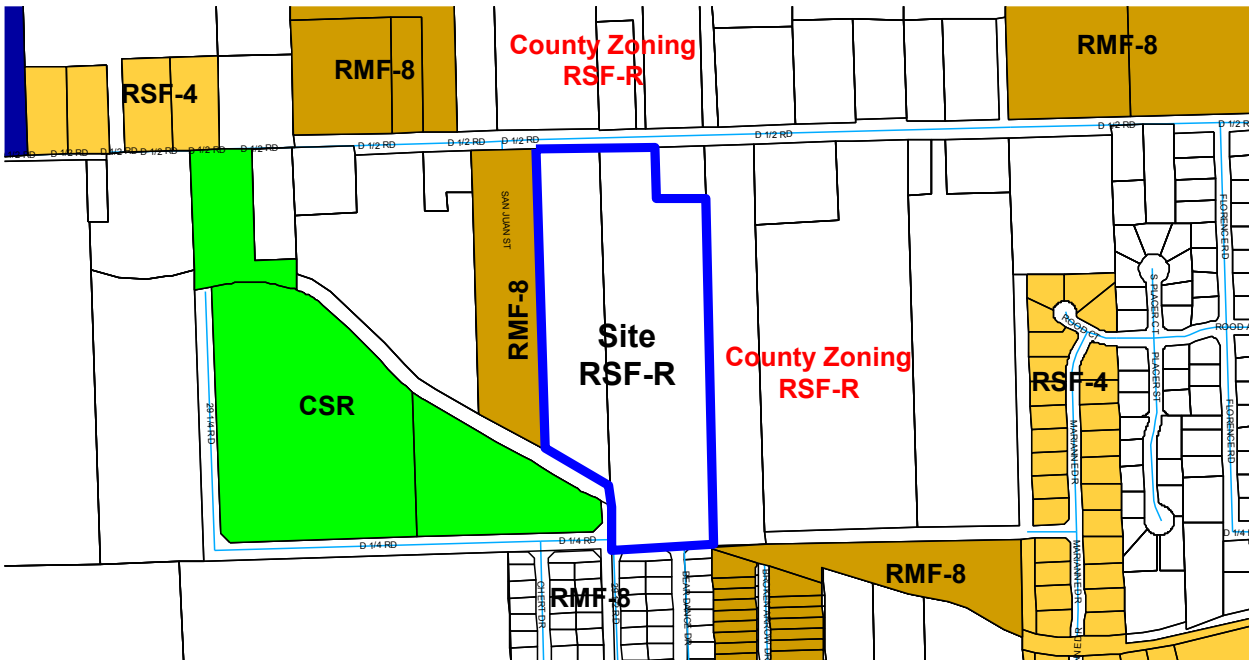
Future Land Use Map

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 7th of February, 2007, 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**

WEXFORD ANNEXATION

LOCATED AT 2949 AND 2953 D ½ ROAD

WHEREAS, on the 7th day of February, 2007, 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:

WEXFORD ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 17, 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 Northwest corner of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of said Section 17 and assuming the North line of said NW 1/4 SE 1/4 bears S89°58'51"E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S89°58'51"E along said North line a distance of 179.90 feet; thence S00°02'45"E a distance of 210.80 feet to the Southwest corner of that certain parcel of land as described in Book 2639, Pages 459-460, Public Records of Mesa County, Colorado; thence S89°59'06"E along the South line of said parcel a distance of 149.89 feet to the Southeast corner of said parcel; thence S00°00'30"E along the East line of that certain parcel of land as described in Book 3670, Page 780, Public Records of Mesa County, Colorado, a distance of 1110.04 feet to the Southeast corner of said parcel; thence S89°59'36"W along the South line of said parcel, said South line also being the North line of the Flint Ridge III Annexation, City of Grand Junction, Ordinance No. 3656, a distance of 329.75 feet to the Southwest corner of said NW 1/4 SE 1/4; thence N00°00'56"W along the West line of said NW 1/4 SE 1/4 a distance of 167.88 feet to a point on the Pear Park School Annexation No. 3, City of Grand Junction, Ordinance No. 3996; thence N58°21'28"W along said Pear Park School Annexation No. 3 a distance of 243.21 feet to a point on the East line of Siena View Subdivision Filing No. One, as same is recorded in Plat Book 4279, Pages 777-778, Public Records of Mesa County, Colorado; thence N00°02'33"W along said East

line and its continuation a distance of 1025.48 feet to a point on the North line of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section 17; thence N89°59'39"E along said North line a distance of 207.50 feet, more or less, to the Point of Beginning.

Said parcel contains 14.46 acres (629,811 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 21st day of March, 2007, 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 _____, 2007.

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>
February 9, 2007
February 16, 2007
February 23, 2007
March 2, 2007

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

WEXFORD ANNEXATION

APPROXIMATELY 14.46 ACRES

LOCATED AT 2949 AND 2953 D ½ ROAD

WHEREAS, on the 7th day of February, 2007, 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 21st day of March, 2007; 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:

WEXFORD ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 17, 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 Northwest corner of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of said Section 17 and assuming the North line of said NW 1/4 SE 1/4 bears S89°58'51"E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S89°58'51"E along said North line a distance of 179.90 feet; thence S00°02'45"E a distance of 210.80 feet to the Southwest corner of that certain parcel of land as described in Book 2639, Pages 459-460, Public Records

of Mesa County, Colorado; thence S89°59'06"E along the South line of said parcel a distance of 149.89 feet to the Southeast corner of said parcel; thence S00°00'30"E along the East line of that certain parcel of land as described in Book 3670, Page 780, Public Records of Mesa County, Colorado, a distance of 1110.04 feet to the Southeast corner of said parcel; thence S89°59'36"W along the South line of said parcel, said South line also being the North line of the Flint Ridge III Annexation, City of Grand Junction, Ordinance No. 3656, a distance of 329.75 feet to the Southwest corner of said NW 1/4 SE 1/4; thence N00°00'56"W along the West line of said NW 1/4 SE 1/4 a distance of 167.88 feet to a point on the Pear Park School Annexation No. 3, City of Grand Junction, Ordinance No. 3996; thence N58°21'28"W along said Pear Park School Annexation No. 3 a distance of 243.21 feet to a point on the East line of Siena View Subdivision Filing No. One, as same is recorded in Plat Book 4279, Pages 777-778, Public Records of Mesa County, Colorado; thence N00°02'33"W along said East line and its continuation a distance of 1025.48 feet to a point on the North line of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section 17; thence N89°59'39"E along said North line a distance of 207.50 feet, more or less, to the Point of Beginning.

Said parcel contains 14.46 acres (629,811 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 _____, 2007 and ordered published.

ADOPTED on second reading the ____ day of _____, 2007.

Attest:

President of the Council

City Clerk

Attach 9
Setting a Hearing on the Heron's Nest Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Heron's Nest Annexation - Located at 3125 D Road						
Meeting Date	February 7, 2007						
Date Prepared	February 1, 2007				File #ANX-2006-350		
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 annex 9.43 acres, located at 3125 D Road. The Heron's Nest Annexation consists of one parcel and is a two part serial annexation.

Budget: N/A

Action Requested/Recommendation: Adopt a Resolution referring the petition for the Heron's Nest Annexation and introduce the proposed Ordinance and set a hearing for March 21, 2007.

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:		3125 D Road		
Applicants:		Austin & Augusta Design & Construction Management-Owner Tom Logue-Representative		
Existing Land Use:		Agriculture		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Single Family Residential/Vacant Land		
	East	Agriculture		
	West	Residential		
Existing Zoning:		RSF-R		
Proposed Zoning:		RSF-4		
Surrounding Zoning:	North	RSF-R (County) & RMF-5 (City)		
	South	AFT (County)		
	East	RSF-R (County)		
	West	PUD (County)		
Growth Plan Designation:		RM (Residential Medium 4-8 du/ac)		
Zoning within density range?		x	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of 9.43 acres of land and is comprised of one parcel and is a two part serial annexation. 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 Heron's Nest 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.

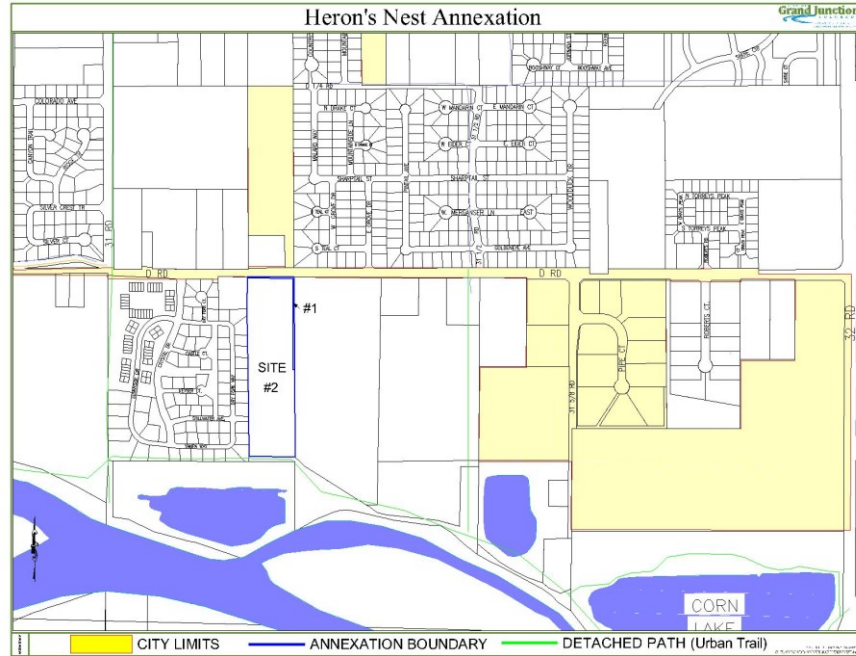
<i><u>ANNEXATION SCHEDULE</u></i>	
February 7, 2007	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
February 27, 2007	Planning Commission considers Zone of Annexation
March 7, 2007	Introduction Of A Proposed Ordinance on Zoning by City Council
March 21, 2007	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
April 22, 2007	Effective date of Annexation and Zoning

HERON'S NEST ANNEXATION SUMMARY

File Number:	ANX-2006-350	
Location:	3125 D Road	
Tax ID Number:	2943-222-00-096	
Parcels:	1	
Estimated Population:	0	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	0	
Acres land annexed:	9.43	
Developable Acres Remaining:	9.21	
Right-of-way in Annexation:	0.22	
Previous County Zoning:	RSF-R	
Proposed City Zoning:	RSF-4	
Current Land Use:	Agriculture	
Future Land Use:	Residential	
Values:	Assessed:	\$1,730
	Actual:	\$5,960
Address Ranges:	3125 D Road	
Special Districts:	Water:	Clifton Water
	Sewer:	Central Grand Valley
	Fire:	Clifton Fire
	Irrigation/ Drainage:	Grand Junction Drainage
	School:	District 51
	Pest:	Upper Pest/Grand River Mosquito

Site Location Map

Figure 1



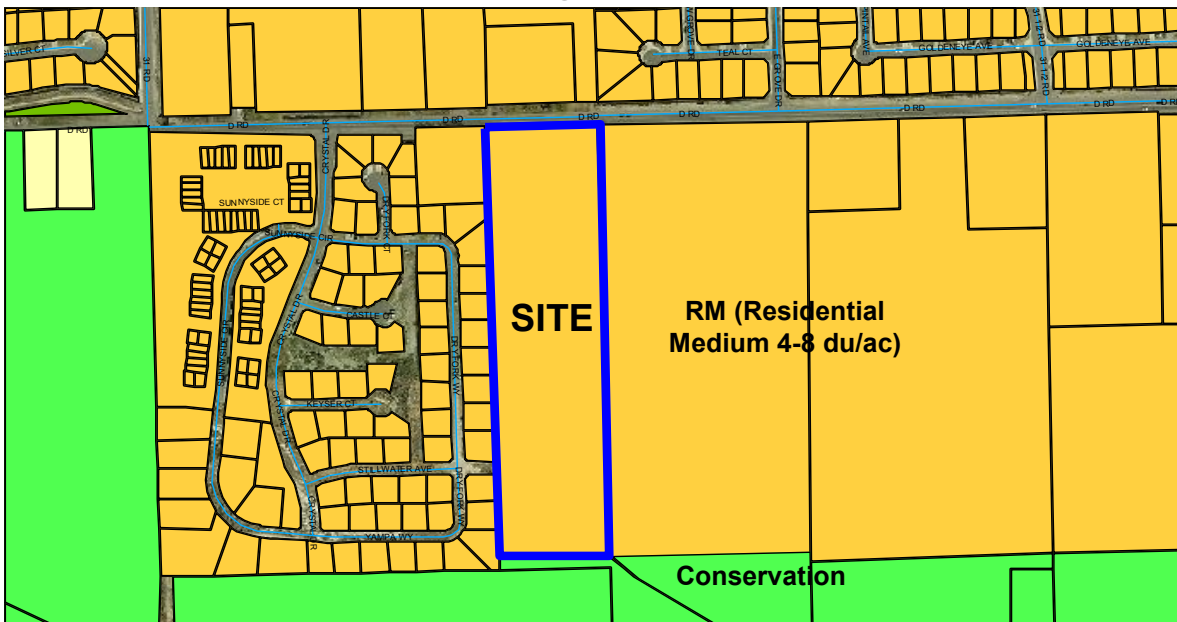
Aerial Photo Map

Figure 2



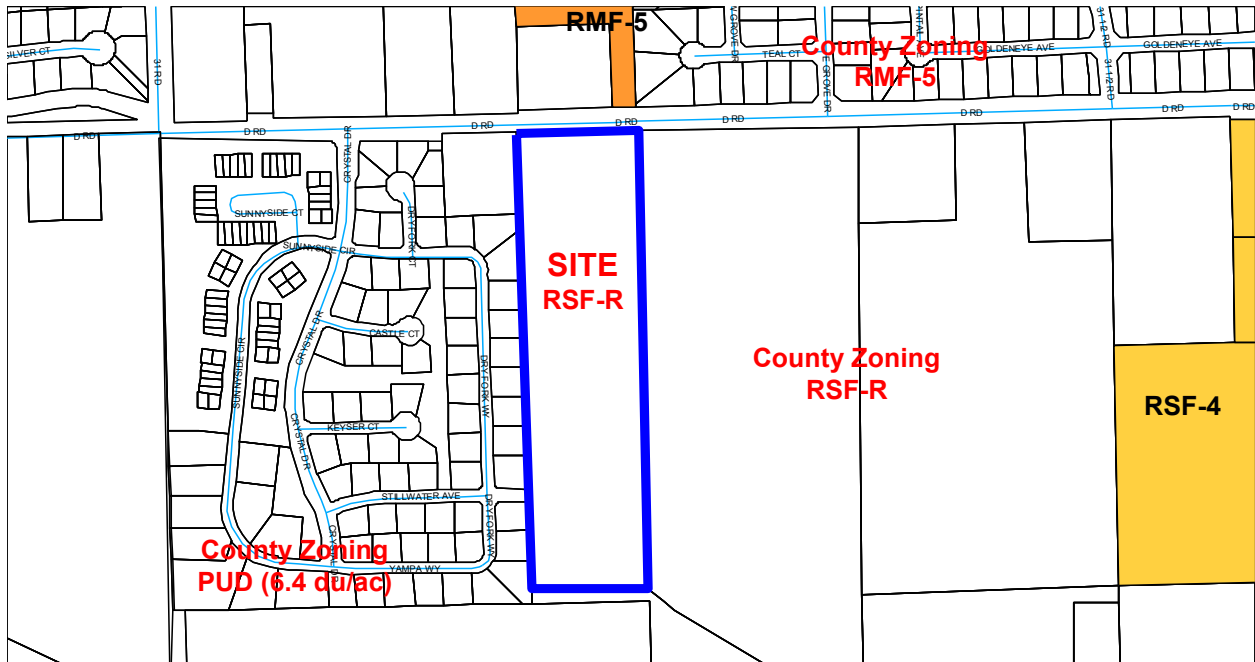
Future Land Use Map

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 7th of February, 2007, 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**

HERON'S NEST ANNEXATION

LOCATED AT 3125 D ROAD

WHEREAS, on the 7th day of February, 2007, 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:

HERON'S NEST ANNEXATION NO. 1

A certain parcel of land located in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 22, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of the NW1/4 NW1/4 of said Section 22, and assuming the North line of the NW1/4 NW1/4 of said Section 22 to bear N89°53'17"W with all bearings contained herein relative thereto; thence S00°13'57"W, along the East line of the NW1/4 NW1/4 of said Section 22, a distance of 30.00 feet to the Northeast corner of that certain parcel of land as described in Book 2037, Pages 223-226, Public Records, Mesa County, Colorado and also being the POINT OF BEGINNING; thence S00°13'57"W, along said East line of the NW1/4 NW1/4 a distance of 650.00 feet; thence N89°53'17"W parcel a distance of 10.00 feet; thence N00°13'57"E along a line being 10.00 feet West of and parallel with said East line of the NW1/4 NW1/4 a distance of 640.00 feet; thence N89°53'17"W along a line being 10.00 feet South of and parallel with the South line of D Road, a distance of 318.07 to a point on the West line of said parcel; thence N00°10'47"E along said West line a distance of 10.00 feet to a point on said South line of D Road; thence S89°53'17"E along said South line of D Road being a line 30.00 feet South of and parallel with the North line of the NW 1/4 NW 1/4 of said Section 22, a distance of 328.08 feet, more or less, to the POINT OF BEGINNING.

Said parcel contains 0.22 acres (9,681 square feet), more or less, as described.

HERON'S NEST ANNEXATION NO. 2

A certain parcel of land located in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 22, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of the NW1/4 NW1/4 of said Section 22, and assuming the North line of the NW1/4 NW1/4 of said Section 22 to bear N89°53'17"W with all bearings contained herein relative thereto; thence S00°13'57"W, along the East line of the NW1/4 NW1/4 of said Section 22, a distance of 680.00 feet to the POINT OF BEGINNING; thence S00°13'57"W, along said East line of the NW1/4 NW1/4 a distance of 605.02 feet to the Southeast corner of that certain parcel of land as described in Book 2037, Pages 223-226, Public Records, Mesa County, Colorado; thence S89°53'44"W along the South line of said parcel being a line 35.00 feet North of and parallel with the South line of the NW 1/4 NW 1/4 of said section 22, a distance of 326.92 feet to the Southwest corner of said parcel; thence N00°10'47"E along the West line of said parcel a distance of 1245.06 feet to a point on a line being 10.00 feet South of and parallel with the South line of D Road; thence S89°53'17"E along said parallel line a distance of 318.07 feet to a point on a line, being 10.00 feet West of and parallel with the East line of said NW1/4 NW1/4; thence S00°13'57"W along said parallel line a distance of 640.00 feet; thence S89°53'17"E a distance of 10.00 feet, more or less, to the POINT OF BEGINNING.

Said parcel contains 9.21 acres (401,342 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 21st day of March, 2007, 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 _____, 2007.

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>
February 9, 2007
February 16, 2007
February 23, 2007
March 2, 2007

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

HERON'S NEST ANNEXATION NO. 1

APPROXIMATELY 0.22 ACRES

LOCATED AT 3125 D ROAD

WHEREAS, on the 7th day of February, 2007, 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 21st day of March, 2007; 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:

HERON'S NEST ANNEXATION NO. 1

A certain parcel of land located in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 22, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of the NW1/4 NW1/4 of said Section 22, and assuming the North line of the NW1/4 NW1/4 of said Section 22 to bear N89°53'17"W with all bearings contained herein relative thereto; thence S00°13'57"W, along the East line of the NW1/4 NW1/4 of said Section 22, a distance of 30.00 feet to the Northeast corner of that certain parcel of land as described in Book 2037, Pages 223-226, Public Records, Mesa County, Colorado and also being the POINT OF BEGINNING; thence

S00°13'57"W, along said East line of the NW1/4 NW1/4 a distance of 650.00 feet; thence N89°53'17"W parcel a distance of 10.00 feet; thence N00°13'57"E along a line being 10.00 feet West of and parallel with said East line of the NW1/4 NW1/4 a distance of 640.00 feet; thence N89°53'17"W along a line being 10.00 feet South of and parallel with the South line of D Road, a distance of 318.07 to a point on the West line of said parcel; thence N00°10'47"E along said West line a distance of 10.00 feet to a point on said South line of D Road; thence S89°53'17"E along said South line of D Road being a line 30.00 feet South of and parallel with the North line of the NW 1/4 NW 1/4 of said Section 22, a distance of 328.08 feet, more or less, to the POINT OF BEGINNING.

Said parcel contains 0.22 acres (9,681 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 _____, 2007 and ordered published.

ADOPTED on second reading the ____ day of _____, 2007.

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**

HERON'S NEST ANNEXATION NO. 2

APPROXIMATELY 9.21 ACRES

LOCATED AT 3125 D ROAD

WHEREAS, on the 7th day of February, 2007, 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 21st day of March, 2007; 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:

HERON'S NEST ANNEXATION NO. 2

A certain parcel of land located in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 22, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of the NW1/4 NW1/4 of said Section 22, and assuming the North line of the NW1/4 NW1/4 of said Section 22 to bear N89°53'17"W with all bearings contained herein relative thereto; thence S00°13'57"W, along the East line of the NW1/4 NW1/4 of said Section 22, a distance of 680.00 feet to the POINT OF BEGINNING; thence S00°13'57"W, along said East line of the NW1/4 NW1/4 a distance of 605.02 feet to the Southeast corner of that certain parcel of land as

described in Book 2037, Pages 223-226, Public Records, Mesa County, Colorado; thence S89°53'44"W along the South line of said parcel being a line 35.00 feet North of and parallel with the South line of the NW 1/4 NW 1/4 of said section 22, a distance of 326.92 feet to the Southwest corner of said parcel; thence N00°10'47"E along the West line of said parcel a distance of 1245.06 feet to a point on a line being 10.00 feet South of and parallel with the South line of D Road; thence S89°53'17"E along said parallel line a distance of 318.07 feet to a point on a line, being 10.00 feet West of and parallel with the East line of said NW1/4 NW1/4; thence S00°13'57"W along said parallel line a distance of 640.00 feet; thence S89°53'17"E a distance of 10.00 feet, more or less, to the POINT OF BEGINNING.

Said parcel contains 9.21 acres (401,342 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 _____, 2007 and ordered published.

ADOPTED on second reading the ____ day of _____, 2007.

Attest:

President of the Council

City Clerk

Attach 10
Setting a Hearing on the Cimarron Mesa Enclaves Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Cimarron Mesa Enclaves 1-4 Annexation located at 246, 248, 250, 256, 268 26 ¼ Road, 272 Linden Avenue, and 2677, 2685 S Highway 50						
Meeting Date	February 7, 2007						
Date Prepared	February 1, 2007			File #ANX-2007-019			
Author	Senta L. Costello		Associate Planner				
Presenter Name	Senta L. Costello		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 21.65 acres, located at 246, 248, 250, 256, 268 26 ¼ Road, 272 Linden Avenue, and 2677, 2685 S Highway 50. The Cimarron Mesa Enclaves 1-4 Annexation consists of 9 parcels and is a 4 part enclave annexation.

Budget: N/A

Action Requested/Recommendation: Adopt a Resolution of Intent to Annex the proposed Cimarron Mesa Enclaves 1-4 Annexation and introduce the proposed Ordinances and set a hearing for March 21, 2007.

Background Information: See attached Staff Report/Background Information

Attachments:

4. Staff report/Background information
5. Location Map; Aerial Photo
6. Growth Plan Map; Zoning Map
7. Resolution Giving Notice of Intent
8. Annexation Ordinances

STAFF REPORT / BACKGROUND INFORMATION CIMMARON MESA ENCLAVE #1			
Location:		268 26 ¼ Road	
Owner:		Mark E. and Loretta J. Danford	
Existing Land Use:		Single Family Residential	
Proposed Land Use:		Single Family Residential	
Surrounding Land Use:	North	Cemetery	
	South	Single Family Residential	
	East	Single Family Residential	
	West	Cemetery	
Existing Zoning:		County RSF-4	
Proposed Zoning:		City RSF-4	
Surrounding Zoning:	North	CSR	
	South	RSF-4	
	East	RSF-4	
	West	CSR	
Growth Plan Designation:		Residential Medium Low 2-4 du/ac	
Zoning within density range?		X	Yes
			No

STAFF REPORT / BACKGROUND INFORMATION CIMMARON MESA ENCLAVE #2			
Location:		256 26 ¼ Road	
Owner:		Paul Harshman	
Existing Land Use:		Single Family Residential	
Proposed Land Use:		Single Family Residential	
Surrounding Land Use:	North	Single Family Residential	
	South	Single Family Residential	
	East	Single Family Residential	
	West	Cemetery	
Existing Zoning:		County RSF-4	
Proposed Zoning:		City RSF-4	
Surrounding	North	RSF-4	

Zoning:	South	RSF-4		
	East	RSF-4		
	West	CSR		
Growth Plan Designation:		Residential Medium Low 2-4 du/ac		
Zoning within density range?	X	Yes		No
STAFF REPORT / BACKGROUND INFORMATION CIMMARON MESA ENCLAVE #3				
Location:		246, 248, 250 26 ¼ Road		
Owner:		David Eugene and Mary Edith Colby; Dale G and Terrie L Koch; Weston C and Shelly A Lewis		
Existing Land Use:		Residential Single Family		
Proposed Land Use:		Residential Single Family		
Surrounding Land Use:	North	Residential Single Family		
	South	City Water Treatment Plant		
	East	Residential Single Family		
	West	Crawford's Tomb		
Existing Zoning:		County RSF-4		
Proposed Zoning:		City RSF-2/RSF-4		
Surrounding Zoning:	North	RSF-4		
	South	CSR		
	East	RSF-4		
	West	CSR		
Growth Plan Designation:		Residential Medium Low 2-4 du/ac		
Zoning within density range?	X	Yes		No

STAFF REPORT / BACKGROUND INFORMATION CIMMARON MESA ENCLAVE #4				
Location:		272 Linden Avenue; 2677, 2685 S Highway 50		
Owner:		Linford Land Management LLC; Gerald R. Derby; Waverly Lamb		
Existing Land Use:		Dairy Queen, Vacant Commercial, Retail trailer repair/truck accessories		
Proposed Land Use:		Dairy Queen, Vacant Commercial, Retail trailer repair/truck accessories		
Surrounding Land Use:	North	Retail; Multi-Family Residential		
	South	Multi-Family Residential		
	East	Storage Units; Vacant Commercial		
	West	Vacant Commercial		
Existing Zoning:		County B-2		

Proposed Zoning:		City C-1		
Surrounding Zoning:	North	C-1		
	South	RMF-16		
	East	C-1		
	West	C-1; RSF-4		
Growth Plan Designation:		Commercial		
Zoning within density range?		X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of annexing 21.65 acres of land. Under the 1998 Persigo Agreement with Mesa County the City is to annex all Enclave areas within 5 years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three years. The Cimarron Mesa Enclaves 1-4 have been enclaved since February 17, 2002.

Letters, maps, and the "What It Means To Live In The City of Grand Junction" pamphlet have been sent to all affected property owners giving them notice of the intent to annex.

The following annexation and zoning schedule is being proposed.

<u>ANNEXATION SCHEDULE</u>	
February 7, 2007	Notice of Intent to Annex & (30 Day Notice)
February 27, 2007	Planning Commission considers Zone of Annexation
March 7, 2007	First Reading on Annexation & Zoning by City Council
March 21, 2007	Public hearing on Annexation and Zoning by City Council
April 22, 2007	Effective date of Annexation and Zoning

CIMARRON MESA ENCLAVE #1 ANNEXATION SUMMARY

File Number:	ANX-2007-019
Location:	268 26 ¼ Road
Tax ID Number:	2945-262-00-035
Parcels:	1
Estimated Population:	2
# of Parcels (owner occupied):	1
# of Dwelling Units:	1
Acres land annexed:	2.51 acres
Developable Acres Remaining:	Approximately 2 acres
Right-of-way in Annexation:	0.00 acres
Previous County Zoning:	RSF-4
Proposed City Zoning:	RSF-4
Current Land Use:	Single Family Residential
Future Land Use:	Single Family Residential
Values:	Assessed: = \$11,120
	Actual: = \$139,600
Address Ranges:	266-268 26 ¼ Road
Special Districts:	Water: Ute Water
	Sewer: Orchard Mesa Sanitation District
	Fire: Grand Junction Rural Fire District
	Irrigation/Drainage: Orchard Mesa Irrigation
	School: Mesa County School District #51
	Pest: Grand Valley Mosquito

CIMARRON MESA ENCLAVE #2 ANNEXATION SUMMARY

File Number:	ANX-2007-019	
Location:	256 26 ¼ Road	
Tax ID Number:	2945-262-00-027	
Parcels:	1	
Estimated Population:	2	
# of Parcels (owner occupied):	1	
# of Dwelling Units:	1	
Acres land annexed:	0.73 acres	
Developable Acres Remaining:	Approximately 0.3 acres	
Right-of-way in Annexation:	0.0 acres	
Previous County Zoning:	RSF-4	
Proposed City Zoning:	RSF-4	
Current Land Use:	Single Family Residential	
Future Land Use:	Single Family Residential	
Values:	Assessed:	= \$5,360
	Actual:	= \$67,410
Address Ranges:	256 26 ¼ Road	
Special Districts:	Water:	Ute Water
	Sewer:	Orchard Mesa Sanitation District
	Fire:	Grand Junction Rural Fire District
	Irrigation/Drainage:	Orchard Mesa Irrigation
	School:	Mesa County School District #51
	Pest:	Grand Valley Mosquito

CIMARRON MESA ENCLAVE #3 ANNEXATION SUMMARY

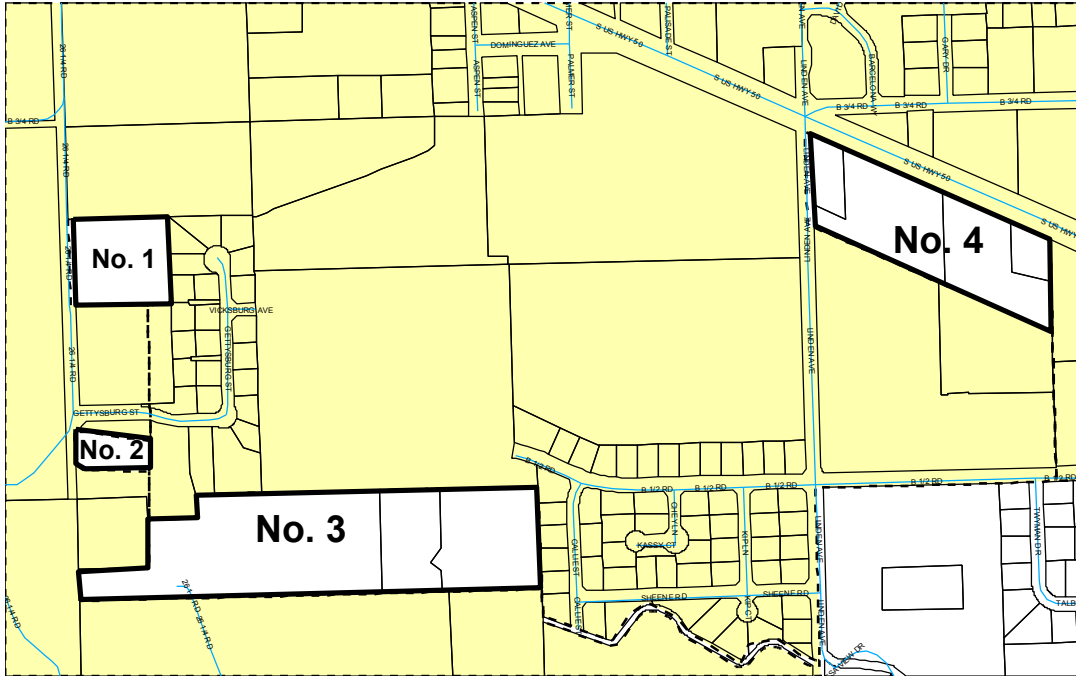
File Number:	ANX-2007-019	
Location:	246, 248, 250 26 ¼ Road	
Tax ID Number:	2945-263-00-032; 2945-263-00-051; 2945-263-00-050	
Parcels:	3	
Estimated Population:	7	
# of Parcels (owner occupied):	3	
# of Dwelling Units:	3	
Acres land annexed:	11.86 acres	
Developable Acres Remaining:	Approximately 9.0 acres	
Right-of-way in Annexation:	0.0 acres	
Previous County Zoning:	RSF-4	
Proposed City Zoning:	RSF-2/RSF-4	
Current Land Use:	Single Family Residential	
Future Land Use:	Single Family Residential	
Values:	Assessed:	= \$45,800
	Actual:	= \$575,360
Address Ranges:	246-250 26 ¼ Road (even only)	
Special Districts:	Water:	Ute Water
	Sewer:	Orchard Mesa Sanitation District
	Fire:	Grand Junction Rural Fire District
	Irrigation/Drainage:	Orchard Mesa Irrigation
	School:	Mesa County School District #51
	Pest:	Grand Valley Mosquito

CIMARRON MESA ENCLAVE #4 ANNEXATION SUMMARY

File Number:	ANX-2007-019	
Location:	272 Linden Avenue, 2677 and 2685 S Highway 50	
Tax ID Number:	2945-261-28-009; 2945-261-28-014; 2945-262-28-013; 2945-261-28-007	
Parcels:	4	
Estimated Population:	0	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	0	
Acres land annexed:	6.55 acres	
Developable Acres Remaining:	Approximately 4.0 acres	
Right-of-way in Annexation:	0.0 acres	
Previous County Zoning:	County B-2	
Proposed City Zoning:	City C-1	
Current Land Use:	Dairy Queen, Vacant Commercial, Retail trailer repair/truck accessories	
Future Land Use:	Dairy Queen, Vacant Commercial, Retail trailer repair/truck accessories	
Values:	Assessed:	= \$180,680
	Actual:	=\$623,050
Address Ranges:	272 Linden Avenue, 2677 - 2685 S Highway 50 (odd only)	
Special Districts:	Water:	Ute Water
	Sewer:	Orchard Mesa Sanitation District
	Fire:	Grand Junction Rural Fire District
	Irrigation/Drainage:	Orchard Mesa Irrigation
	School:	Mesa County School District #51
	Pest:	Grand Valley Mosquito

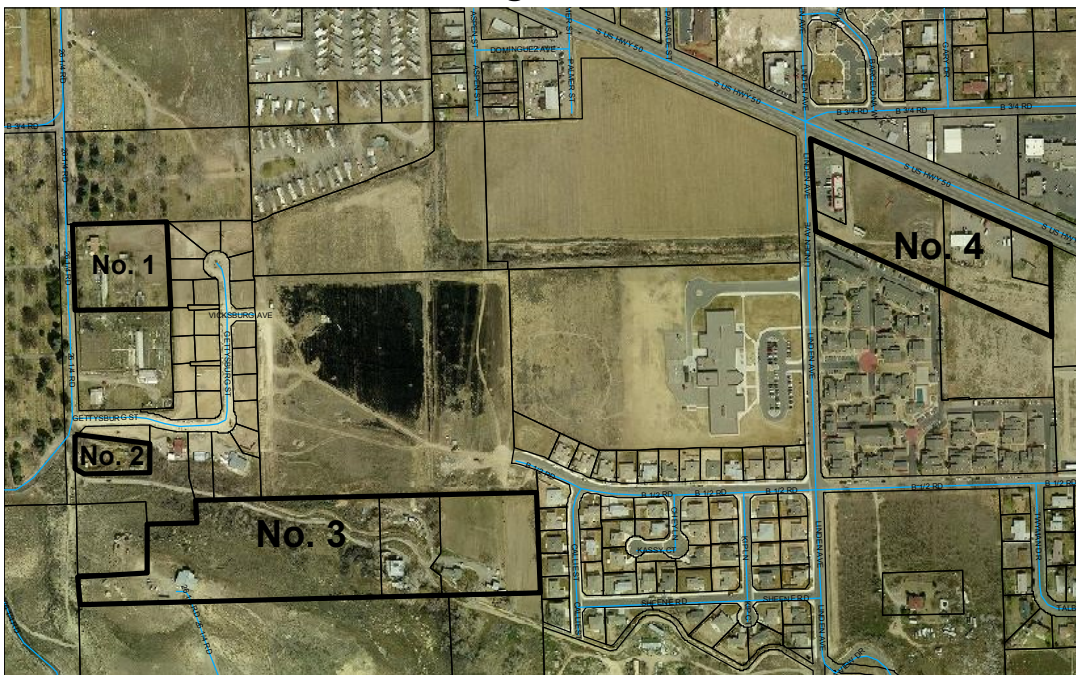
Site Location Map

Figure 1



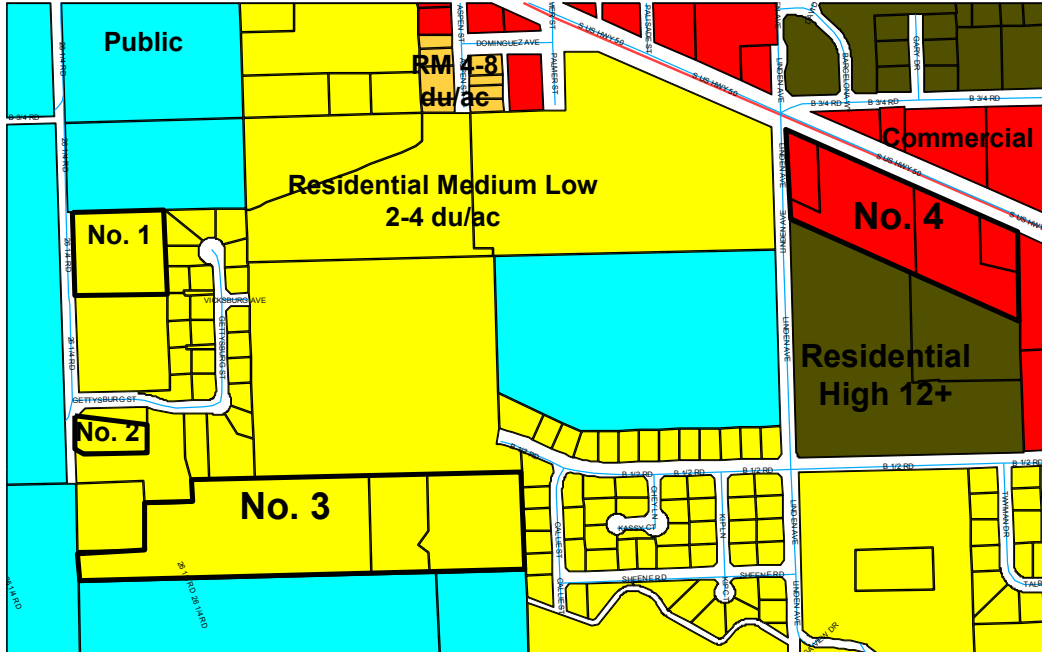
Aerial Photo Map

Figure 2



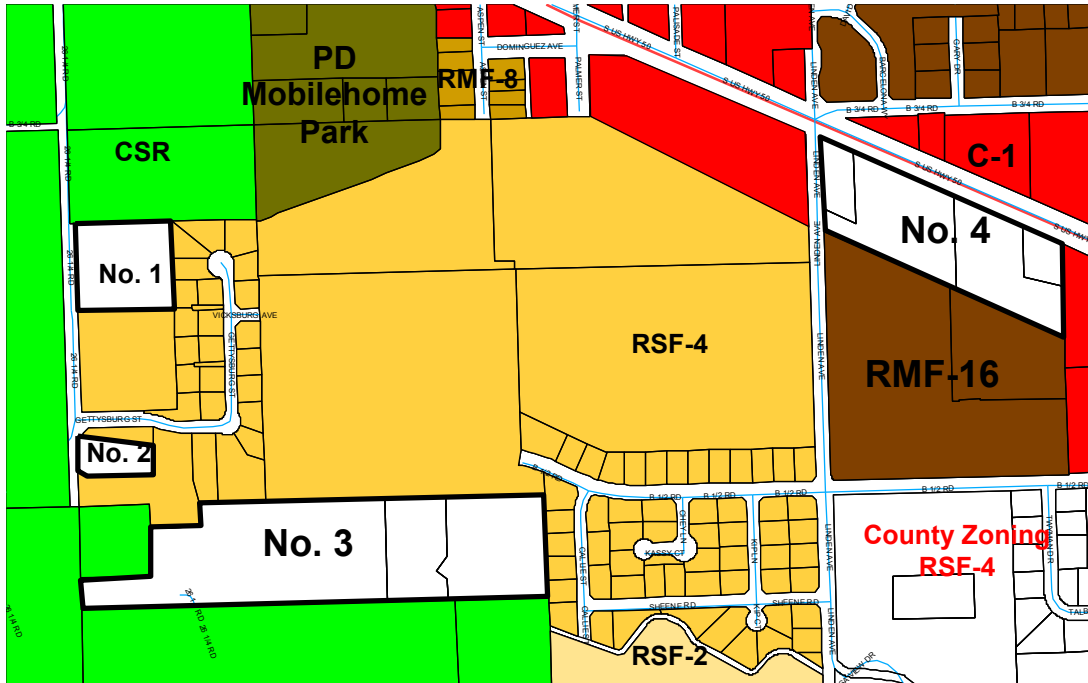
Future Land Use Map

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."

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF GRAND JUNCTION
GIVING NOTICE THAT A TRACT OF LAND KNOWN AS**

CIMARRON MESA ENCLAVES

**LOCATED AT 246, 248, 250, 256, 268 26 ¼ ROAD, 272 LINDEN AVENUE, AND
2677, 2685 S HIGHWAY 50**

CONSISTING OF APPROXIMATELY 21.65 ACRES

**WILL BE CONSIDERED FOR ANNEXATION
TO THE CITY OF GRAND JUNCTION, COLORADO,**

AND EXERCISING LAND USE CONTROL

WHEREAS, on the 7th day of February, 2007, the Community Development Director filed with the City Clerk of the City of Grand Junction, Colorado, a request that the City Council of the City of Grand Junction commence proceedings to annex to the City of Grand Junction a certain tract of land in the County of Mesa, State of Colorado, commonly known as the Cimarron Mesa Enclaves 1-4 and more particularly described as follows:

CIMARRON MESA ENCLAVE #1

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 2 of Antietam Subdivision, as same is recorded in Book 4035, Pages 533-534, Public Records of Mesa County, Colorado; and assuming the West line of said Antietam Subdivision bears S00°20'22"E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S00°20'22"E along said West line a distance of 308.55 feet to the Southeast corner of that certain parcel of land as described in Book 2040, Pages 583-584, Public Records of Mesa County, Colorado, said West line also being the West line of the Antietam Annexation, City of Grand Junction, Ordinance No. 3574; thence N89°21'33"W along the South line of said parcel a distance of 357.48 feet to a point on the West line of the SE 1/4 NW 1/4 of said Section 26, said South line also being the North line of the Floral Annexation, City of Grand Junction, Ordinance No. 2948; thence N00°15'34"W along

the West line of said SE 1/4 NW 1/4 a distance of 303.62 feet; thence N89°51'06"E along the North line of said parcel, said North line also being the South line of the Eastern Cemetery Annexation, City of Grand Junction, Ordinance No. 1373, a distance of 357.00 feet, more or less, to the Point of Beginning.

Said parcel contains 2.51 acres (109,339 square feet), more or less, as described.

CIMARRON MESA ENCLAVE #2

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the SE 1/4 NW 1/4 of said Section 26 and assuming the West line of said SE 1/4 NW 1/4 bears N00°15'34"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N00°15'34"E along said West line a distance of 127.35 feet to the Southwest corner of that certain parcel of land as described in Book 2403, Page 937, Public Records of Mesa County, Colorado, and being the Point of Beginning; thence N00°15'34"E along said West line a distance of 117.40 feet to the Northwest corner of said parcel, said West line also being the East line of the Western Cemetery Annexation, City of Grand Junction, Ordinance No. 1371; thence S81°00'00"E along the North line of said parcel a distance of 272.80 feet, said North line also being a line on the Antietam Annexation, City of Grand Junction, Ordinance No. 3574; thence S02°50'00"W along the East line of said parcel a distance of 103.50 feet, said East line also being a line on said Antietam Annexation; thence N87°55'00"W along the South line of said parcel a distance of 234.00 feet, said South line also being a line on said Antietam Annexation; thence N56°32'14"W along the South line of said parcel, said South line also being a line on said Antietam Annexation, a distance of 36.53 feet, more or less, to the Point of Beginning.

Said parcel contains 0.73 acres (31,777 square feet), more or less, as described.

CIMARRON MESA ENCLAVE #3

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) and the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the NE 1/4 SW 1/4 of said Section 26 and assuming the North line of the NW 1/4 SE 1/4 bears S89°51'58"E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S89°51'58"E along said North line a distance of 329.50 feet to the Northeast corner of

that certain parcel of land as described in Book 2795, Pages 205-206, Public Records of Mesa County, Colorado, said North line also being a line on the Cimarron Mesa Annexation, City of Grand Junction, Ordinance No. 3396; thence S00°36'45"E along the East line of said parcel a distance of 360.01 feet to the Southeast corner of said parcel, said East line also being a line on said Cimarron Mesa Annexation; thence N89°51'58"W along the South line of said parcel a distance of 329.00 feet to a point on the West line of the NW 1/4 SE 1/4 of said Section 26, said South line also being a line on the Reservoir Hill Annexation, City of Grand Junction, Ordinance No. 1445; thence N89°51'58"W along said Annexation line a distance of 1319.45 feet to the most Southwesterly corner of that certain parcel of land as described in Book 2042, Page 861, Public Records of Mesa County, Colorado, said corner also being a point on the West line of the NE 1/4 SW 1/4 of said Section 26; thence N00°15'34"W along said West line a distance of 109.98 feet, said West line also being a line on said Reservoir Hill Annexation; thence S89°51'58"E along said Annexation line a distance of 249.64 feet; thence N00°15'34"W along said Annexation line a distance of 170.01 feet; thence S89°51'58"E along said Antietam Annexation a distance of 174.34 feet; thence N00°15'34"W along said Antietam Annexation a distance of 80.00 feet to a point on the North line of the NE 1/4 SW 1/4 of said Section 26; thence S89°51'58"E along said North line a distance of 892.76 feet, more or less, to the Point of Beginning.

Said parcel contains 11.86 acres (516,651 square feet), more or less, as described.

CIMARRON MESA ENCLAVE #4

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NE 1/4) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 3 of Southgate Commons, as same is recorded in Plat Book 12, Page 256, Public Records of Mesa County, Colorado, and assuming the North line of said Lot 3 bears N64°45'50"W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N64°45'50"W along said North line a distance of 926.87 feet to the Southwest corner of Lot 1 of said Southgate Commons, Said Southwest corner also being a point on the East line of Linden Avenue, Said North line also being the North line of the Southgate Annexation, City of Grand Junction, Ordinance No. 2132; thence S89°55'24"W a distance of 25.00 feet to a point on the West line of the SE 1/4 NE 1/4 of said Section 26; thence N00°04'07"W along said West line a distance of 342.34 feet to a point on the South line of U.S. Highway 50, said West line also being the East line of the Carville Annexation, City of Grand Junction, Ordinance No. 3552; thence S64°45'47"E along the South line of U.S. Highway 50 a distance of 955.71 feet to the Northeast corner of that certain parcel of land as described in Book 2062, Page 123, Public Records of Mesa County, Colorado, said South line also being a line on the Central Orchard Mesa Annexation, City of Grand Junction, Ordinance No. 1481; thence S00°06'56"W along

the West line of Coon Hill II Subdivision, as same is recorded in Plat Book 19, Page 318, Public Records of Mesa County, Colorado, a distance of 329.99 feet, more or less, to the Point of Beginning.

Said parcel contains 6.55 acres (285,527 square feet), more or less, as described.

The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R S.

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

1. That the City Clerk of the City of Grand Junction is hereby directed to give notice of the City Council's intent to annex the aforementioned area pursuant to the Municipal Annexation Act of 1965.
2. That the ordinance annexing the subject area for introduction and first reading on the 7th day of February, 2007 with second reading of the proposed annexation ordinance on 21st day of March, 2007.
3. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this ____ day of _____, 2007.

Attest:

President of the Council

City Clerk

<i>PUBLISHED</i>
February 9, 2007
February 16, 2007
February 23, 2007
March 2, 2007

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

**CIMARRON MESA ENCLAVE NO. 1 ANNEXATION
LOCATED AT 268 26 ¼ ROAD**

CONSISTING OF APPROXIMATELY 2.51 ACRES

WHEREAS, on the 7th day of February, 2007 the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction, a tract of land in the County of Mesa, State of Colorado, commonly known as the Cimarron Mesa Enclave #1, and more particularly described as follows:

CIMARRON MESA ENCLAVE #1

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 2 of Antietam Subdivision, as same is recorded in Book 4035, Pages 533-534, Public Records of Mesa County, Colorado; and assuming the West line of said Antietam Subdivision bears S00°20'22"E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S00°20'22"E along said West line a distance of 308.55 feet to the Southeast corner of that certain parcel of land as described in Book 2040, Pages 583-584, Public Records of Mesa County, Colorado, said West line also being the West line of the Antietam Annexation, City of Grand Junction, Ordinance No. 3574; thence N89°21'33"W along the South line of said parcel a distance of 357.48 feet to a point on the West line of the SE 1/4 NW 1/4 of said Section 26, said South line also being the North line of the Floral Annexation, City of Grand Junction, Ordinance No. 2948; thence N00°15'34"W along the West line of said SE 1/4 NW 1/4 a distance of 303.62 feet; thence N89°51'06"E along the North line of said parcel, said North line also being the South line of the Eastern Cemetery Annexation, City of Grand Junction, Ordinance No. 1373, a distance of 357.00 feet, more or less, to the Point of Beginning.

Said parcel contains 2.51 acres (109,339 square feet), more or less, as described.

The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R. S.

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 commonly known as the Cimarron Mesa Enclave #1, is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the _____ day _____, 2007.

ADOPTED and ordered published this _____ day _____, 2007.

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**

**CIMARRON MESA ENCLAVE NO. 2 ANNEXATION
LOCATED AT 256 26 ¼ ROAD**

CONSISTING OF APPROXIMATELY 0.73 ACRES

WHEREAS, on the 7th day of February, 2007 the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction, a tract of land in the County of Mesa, State of Colorado, commonly known as the Cimarron Mesa Enclave #2, and more particularly described as follows:

CIMARRON MESA ENCLAVE #2

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the SE 1/4 NW 1/4 of said Section 26 and assuming the West line of said SE 1/4 NW 1/4 bears N00°15'34"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N00°15'34"E along said West line a distance of 127.35 feet to the Southwest corner of that certain parcel of land as described in Book 2403, Page 937, Public Records of Mesa County, Colorado, and being the Point of Beginning; thence N00°15'34"E along said West line a distance of 117.40 feet to the Northwest corner of said parcel, said West line also being the East line of the Western Cemetery Annexation, City of Grand Junction, Ordinance No. 1371; thence S81°00'00"E along the North line of said parcel a distance of 272.80 feet, said North line also being a line on the Antietam Annexation, City of Grand Junction, Ordinance No. 3574; thence S02°50'00"W along the East line of said parcel a distance of 103.50 feet, said East line also being a line on said Antietam Annexation; thence N87°55'00"W along the South line of said parcel a distance of 234.00 feet, said South line also being a line on said Antietam Annexation; thence N56°32'14"W along the South line of said parcel, said South line also being a line on said Antietam Annexation, a distance of 36.53 feet, more or less, to the Point of Beginning.

Said parcel contains 0.73 acres (31,777 square feet), more or less, as described.

The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R S.

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 commonly known as the Cimarron Mesa Enclave #2, is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the _____ day _____, 2007.

ADOPTED and ordered published this _____ day _____, 2007.

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**

**CIMARRON MESA ENCLAVE NO. 3 ANNEXATION
LOCATED AT 246, 248, AND 250 26 ¼ ROAD**

CONSISTING OF APPROXIMATELY 11.86 ACRES

WHEREAS, on the 7th day of February, 2007 the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction, a tract of land in the County of Mesa, State of Colorado, commonly known as the Cimarron Mesa Enclave #3, and more particularly described as follows:

CIMARRON MESA ENCLAVE #3

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) and the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the NE 1/4 SW 1/4 of said Section 26 and assuming the North line of the NW 1/4 SE 1/4 bears S89°51'58"E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S89°51'58"E along said North line a distance of 329.50 feet to the Northeast corner of that certain parcel of land as described in Book 2795, Pages 205-206, Public Records of Mesa County, Colorado, said North line also being a line on the Cimarron Mesa Annexation, City of Grand Junction, Ordinance No. 3396; thence S00°36'45"E along the East line of said parcel a distance of 360.01 feet to the Southeast corner of said parcel, said East line also being a line on said Cimarron Mesa Annexation; thence N89°51'58"W along the South line of said parcel a distance of 329.00 feet to a point on the West line of the NW 1/4 SE 1/4 of said Section 26, said South line also being a line on the Reservoir Hill Annexation, City of Grand Junction, Ordinance No. 1445; thence N89°51'58"W along said Annexation line a distance of 1319.45 feet to the most Southwesterly corner of that certain parcel of land as described in Book 2042, Page 861, Public Records of Mesa County, Colorado, said corner also being a point on the West line of the NE 1/4 SW 1/4 of said Section 26; thence N00°15'34"W along said West line a distance of 109.98 feet, said West line also being a line on said Reservoir Hill Annexation; thence S89°51'58"E along said Annexation line a distance of 249.64

feet; thence N00°15'34"W along said Annexation line a distance of 170.01 feet; thence S89°51'58"E along said Antietam Annexation a distance of 174.34 feet; thence N00°15'34"W along said Antietam Annexation a distance of 80.00 feet to a point on the North line of the NE 1/4 SW 1/4 of said Section 26; thence S89°51'58"E along said North line a distance of 892.76 feet, more or less, to the Point of Beginning.

Said parcel contains 11.86 acres (516,651 square feet), more or less, as described.

The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R S.

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 commonly known as the Cimarron Mesa Enclave #3, is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the _____ day _____, 2007.

ADOPTED and ordered published this _____ day _____, 2007.

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**

**CIMARRON MESA ENCLAVE NO. 4 ANNEXATION
LOCATED AT 272 LINDEN AVENUE, 2677 AND 2685 S HIGHWAY 50**

CONSISTING OF APPROXIMATELY 6.55 ACRES

WHEREAS, on the 7th day of February, 2007 the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction, a tract of land in the County of Mesa, State of Colorado, commonly known as the Cimarron Mesa Enclave #4, and more particularly described as follows:

CIMARRON MESA ENCLAVE #4

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NE 1/4) of Section 26, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 3 of Southgate Commons, as same is recorded in Plat Book 12, Page 256, Public Records of Mesa County, Colorado, and assuming the North line of said Lot 3 bears N64°45'50"W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N64°45'50"W along said North line a distance of 926.87 feet to the Southwest corner of Lot 1 of said Southgate Commons, Said Southwest corner also being a point on the East line of Linden Avenue, Said North line also being the North line of the Southgate Annexation, City of Grand Junction, Ordinance No. 2132; thence S89°55'24"W a distance of 25.00 feet to a point on the West line of the SE 1/4 NE 1/4 of said Section 26; thence N00°04'07"W along said West line a distance of 342.34 feet to a point on the South line of U.S. Highway 50, said West line also being the East line of the Carville Annexation, City of Grand Junction, Ordinance No. 3552; thence S64°45'47"E along the South line of U.S. Highway 50 a distance of 955.71 feet to the Northeast corner of that certain parcel of land as described in Book 2062, Page 123, Public Records of Mesa County, Colorado, said South line also being a line on the Central Orchard Mesa Annexation, City of Grand Junction, Ordinance No. 1481; thence S00°06'56"W along the West line of Coon Hill II Subdivision, as same is recorded in Plat Book 19, Page 318, Public Records of Mesa County, Colorado, a distance of 329.99 feet, more or less, to the Point of Beginning.

Said parcel contains 6.55 acres (285,527 square feet), more or less, as described.

The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R S.

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 commonly known as the Cimarron Mesa Enclave #4, is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the _____ day _____, 2007.

ADOPTED and ordered published this _____ day _____, 2007.

Attest:

President of the Council

City Clerk

Attach 11

**Revocable Permit for 2nd Story Balconies Located at 201 Colorado Avenue
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject		Revocable Permit for 2 nd story balconies located at 201 Colorado Avenue					
Meeting Date		February 7, 2007					
Date Prepared		February 1, 2007			File # RVP-2006-349		
Author		Senta L. Costello		Associate Planner			
Presenter Name		Senta L. Costello		Associate Planner			
Report results back to Council		<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name	
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: Request for a Revocable Permit to install 2nd story balconies on the building located at 201 Colorado Avenue over the S 2nd Street right-of-way.

Budget: N/A

Action Requested/Recommendation: Approval and acceptance of the Resolution issuing the Revocable Permit.

Background Information: Please see attached Staff report

Attachments:

1. Staff report/Background information
2. General Location Map / Aerial Photo
3. Growth Plan Map / Zoning Map
4. Resolution
5. Revocable Permit
6. Agreement
7. Exhibit "A"

BACKGROUND INFORMATION					
Location:		201 Colorado Avenue			
Applicant:		Two Rivers Condos LLC – Shane Burton			
Existing Land Use:		Sidewalk adjacent vacant commercial building			
Proposed Land Use:		2 nd story balconies above sidewalk			
Surrounding Land Use:	North	Hotel			
	South	Residential/Vacant Commercial			
	East	Retail/Hair Salon			
	West	Two Rivers Convention Center/Pawn Shop			
Existing Zoning:		B-2			
Proposed Zoning:		B-2			
Surrounding Zoning:	North	B-2			
	South	B-2			
	East	B-2			
	West	B-2			
Growth Plan Designation:		Commercial			
Zoning within density range?		X	Yes		No

Project Analysis:

1. Background

The property is located on the southeast corner of S. 2nd Street and Colorado Avenue. Two Rivers Convention Center, and the Hawthorne Suites and Hampton Inn hotels are across the street on the north side of Colorado Avenue. The building has been historically a nightclub, until it was recently bought by Two Rivers Condos LLC with the intent of converting the building into commercial uses on the ground floor with residential on the 2nd story.

The proposed balconies will be 14'5" above the sidewalk on S. 2nd Street and extend 4' from the face of the building, with a 42" high railing.

2. Section 2.17.C of the Zoning and Development Code

Requests for a revocable permit must demonstrate compliance with all of the following criteria:

- a. There will be benefits derived by the community or area by granting the proposed revocable permit.
- b. There is a community need for the private development use proposed for the City property.
- c. The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property.
- d. The proposed use shall be compatible with the adjacent land uses.
- e. The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas.
- f. The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Growth Plan, other adopted plans and the policies, intents and requirements of this Code and other City policies.
- g. The application complies with the submittal requirements as set forth in the Section 127 of the City Charter, this Chapter Two of the Zoning and Development Code and the SSID Manual.

Staff finds that the request meets the Revocable Permit requirements as listed above, specifically, that it will allow for the redevelopment of this historic building for mixed use, further enhancing the area anchored by the Two Rivers Convention Center.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Two Rivers Condos Revocable Permit application, RVP-2006-349 for the issuance of a revocable permit for 2nd story balconies, staff makes the following findings of fact and conclusions:

3. The review criteria in Section 2.17.C of the Zoning and Development Code have all been met.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the requested revocable permit for Two Rivers Condos LLC balconies, RVP-2006-349.

Attachments:

Building Elevation

Site Location Map / Aerial Map

Future Land Use Map / Existing Zoning Map

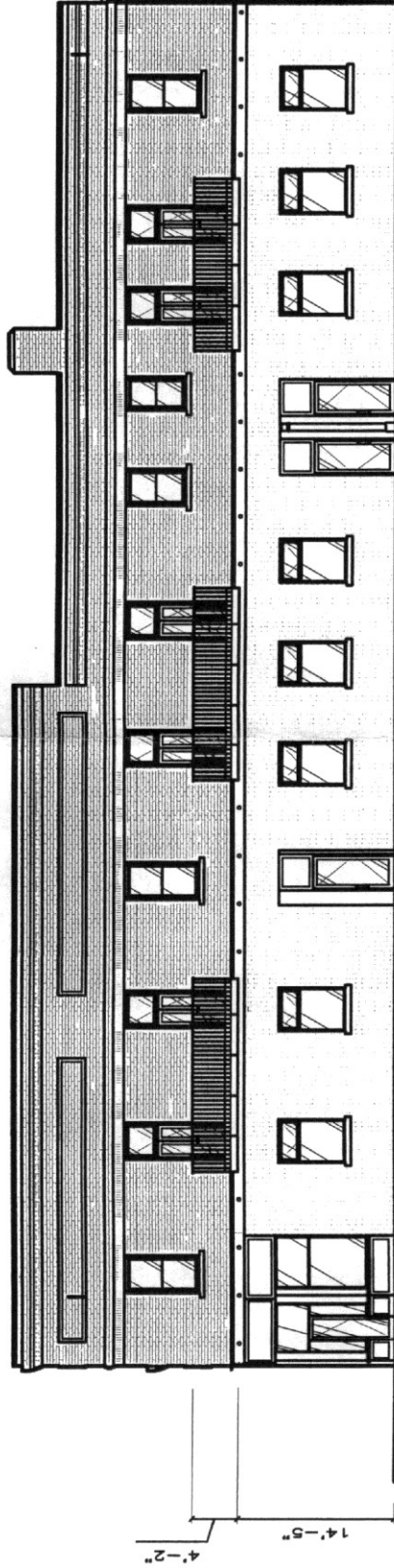
Resolution

Revocable Permit

Agreement

REVISIONS

ZONE	REV	DESCRIPTION	DATE	APPROVED
	1	ISSUE FOR CITY REVIEW/APPROVAL	11/13/06	



17'-9" (VFY.) 18'-0" (SPACE NO. 2 BALCONY) 18'-1" (VFY.) 18'-0" (SPACE NO. 3 BALCONY) 21'-10" (VFY.) 16'-0" (SPACE NO. 4 BALCONY) 16'-4" (VFY.)

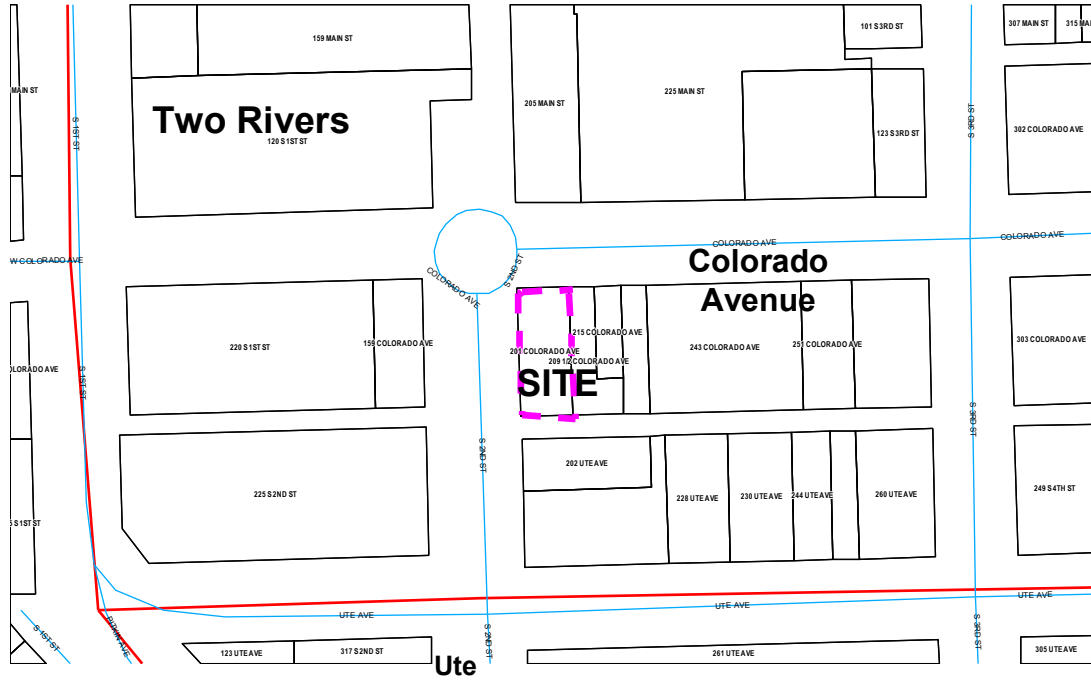
TWO RIVERS CONDOMINIUMS
 201 COLORADO AVE.
 GRAND JCT. CO. 81501
**PROPOSED BALCONIES
 (WEST ELEVATION)**

TWO RIVERS
 CONDOMINIUMS
 DEVELOPMENT
 LLC

DES: S. BURTON	SIZE A	FSCM NO.	DWG NO. A-10-BALC	REV 1
DRN: D. TERRY	SCALE 1/16"=1'		SHEET 1 OF 2	

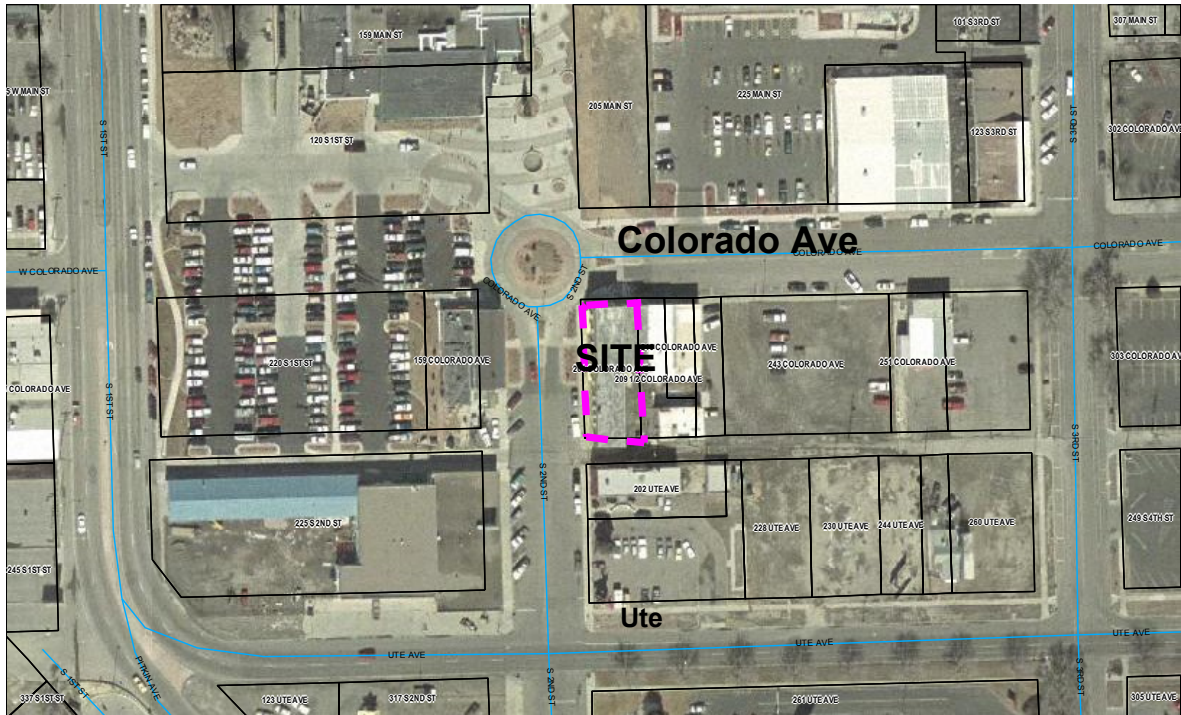
Site Location Map

Figure 1



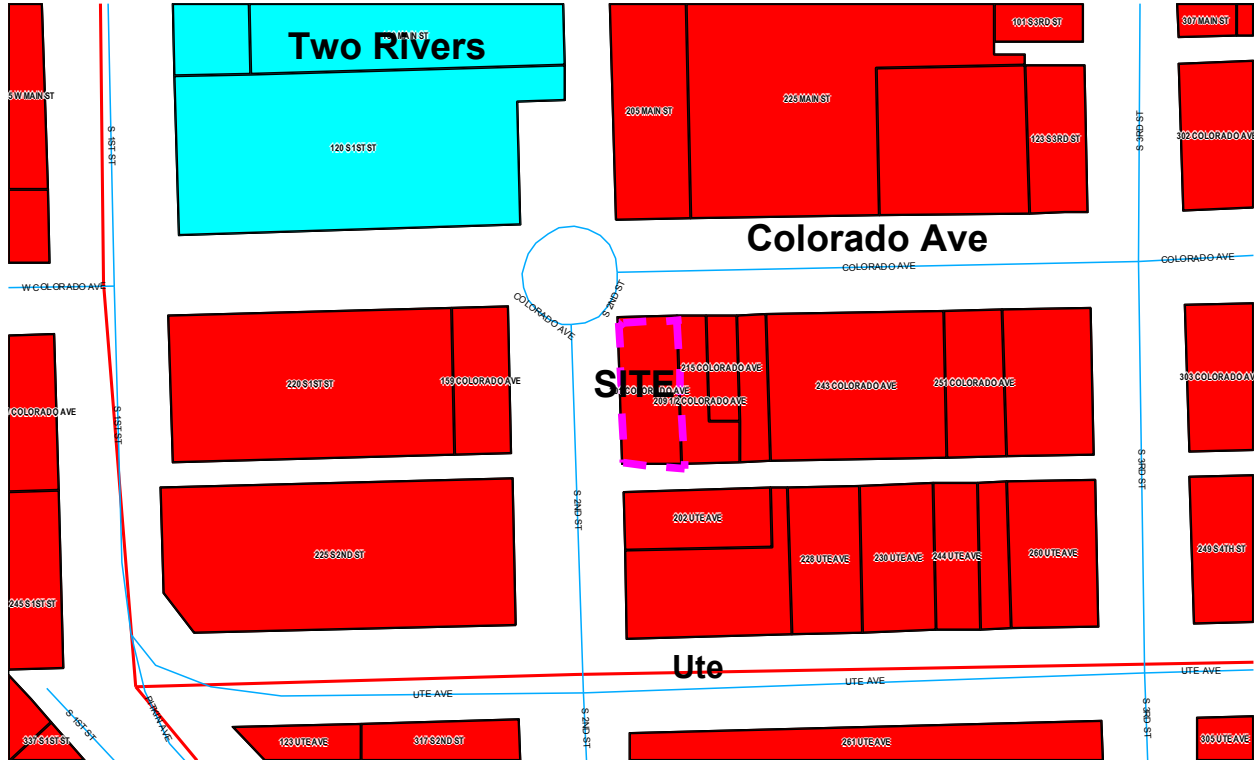
Aerial Photo Map

Figure 2



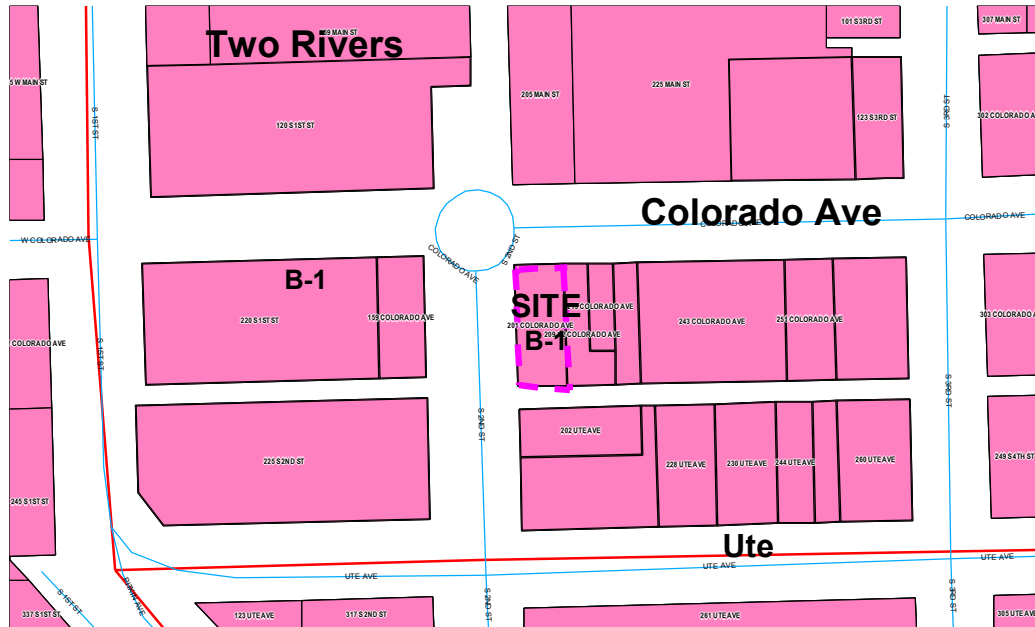
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



RESOLUTION NO. _____

**A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
TWO RIVERS CONDO LLC**

Recitals.

A. Two Rivers Condo LLC, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 1 & 2, Block 123, City of Grand Junction, Section 14, T1S, R1W and identified by Mesa County Tax Schedule Number 2945-143-26-015.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair 2nd story balconies within the following described public right-of-way:

Three separate descriptions for a revocable permit situate in the SW 1/4 of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being described as follows:

Commencing at the found city monument located at in the intersection of 2ND Street and Colorado Avenue;
thence S17°58'04"E (being the basis of bearing) a distance of 194.52 feet to the southwest exterior corner of the existing building;
thence N00°00'37"W a distance of 16.10 feet along the west face of said building to the point of beginning of overhang #1;
thence S89°59'23"W a distance of 4.25 feet;
thence N00°00'37"W a distance of 16.00 feet;
thence N89°59'23"E a distance of 4.25 feet;
thence S00°00'37"E a distance of 16.00 feet to the point of beginning.
Said overhang contains 68 square feet more or less.

AND

Commencing at the found city monument located at in the intersection of 2ND Street and Colorado Avenue;
thence S17°58'04"E (being the basis of bearing) a distance of 194.52 feet to the southwest exterior corner of the existing building;
thence N00°00'37"W a distance of 53.80 feet along the west face of said building to the point of beginning of overhang #2;
thence S89°59'23"W a distance of 4.25 feet;
thence N00°00'37"W a distance of 18.00 feet;
thence N89°59'23"E a distance of 4.25 feet;
thence S00°00'37"E a distance of 18.00 feet to the point of beginning.

Said overhang contains 76.5 square feet more or less.

AND

Commencing at the found city monument located at in the intersection of 2ND Street and Colorado Avenue;

thence S17°58'04"E (being the basis of bearing) a distance of 194.52 feet to the southwest exterior corner of the existing building;

thence N00°00'37"W a distance of 89.75 feet along the west face of said building to the point of beginning of overhang #3;

thence S89°59'23"W a distance of 4.25 feet;

thence N00°00'37"W a distance of 18.00 feet;

thence N89°59'23"E a distance of 4.25 feet;

thence S00°00'37"E a distance of 18.00 feet to the point of beginning.

Said overhang contains 76.5 square feet more or less.

containing 221 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2006-349 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this _____ day of _____, 2007.

Attest:

President of the City Council

City Clerk

REVOCABLE PERMIT

Recitals.

A. Two Rivers Condos LLC, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 1 & 2, Block 123, City of Grand Junction, Section 14, T1S, R1W and identified by Mesa County Tax Schedule Number 2945-143-26-015.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair 2nd story balconies within the following described public right-of-way:

Three separate descriptions for a revocable permit situate in the SW 1/4 of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being described as follows:

Commencing at the found city monument located at in the intersection of 2ND Street and Colorado Avenue;

thence S17°58'04"E (being the basis of bearing) a distance of 194.52 feet to the southwest exterior corner of the existing building;

thence N00°00'37"W a distance of 16.10 feet along the west face of said building to the point of beginning of overhang #1;

thence S89°59'23"W a distance of 4.25 feet;

thence N00°00'37"W a distance of 16.00 feet;

thence N89°59'23"E a distance of 4.25 feet;

thence S00°00'37"E a distance of 16.00 feet to the point of beginning.

Said overhang contains 68 square feet more or less.

AND

Commencing at the found city monument located at in the intersection of 2ND Street and Colorado Avenue;

thence S17°58'04"E (being the basis of bearing) a distance of 194.52 feet to the southwest exterior corner of the existing building;

thence N00°00'37"W a distance of 53.80 feet along the west face of said building to the point of beginning of overhang #2;

thence S89°59'23"W a distance of 4.25 feet;

thence N00°00'37"W a distance of 18.00 feet;

thence N89°59'23"E a distance of 4.25 feet;

thence S00°00'37"E a distance of 18.00 feet to the point of beginning.

Said overhang contains 76.5 square feet more or less.

AND

Commencing at the found city monument located at in the intersection of 2ND Street and Colorado Avenue;
thence S17°58'04"E (being the basis of bearing) a distance of 194.52 feet to the southwest exterior corner of the existing building;
thence N00°00'37"W a distance of 89.75 feet along the west face of said building to the point of beginning of overhang #3;
thence S89°59'23"W a distance of 4.25 feet;
thence N00°00'37"W a distance of 18.00 feet;
thence N89°59'23"E a distance of 4.25 feet;
thence S00°00'37"E a distance of 18.00 feet to the point of beginning.
Said overhang contains 76.5 square feet more or less.

containing 221 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2006-349 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above described public right-of-way in good condition and repair.

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

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

Dated this _____ day of _____, 2007.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

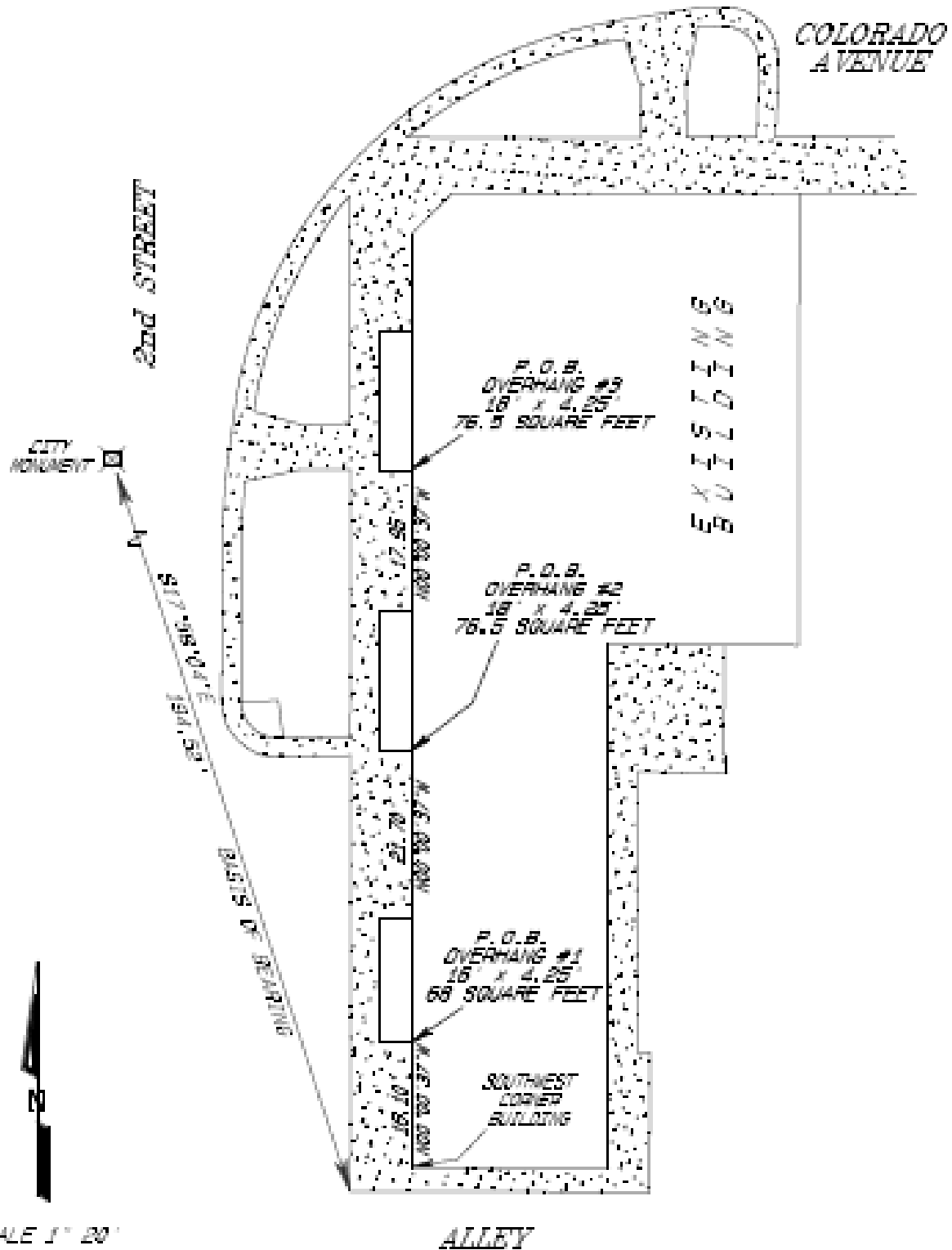
City Clerk

City Manager

Acceptance by the Petitioner:

Two Rivers Condos LLC – Shane Burton

EXHIBIT A



SCALE 1" = 20'

D H SURVEYS, INC.
970-245-8749
JOB #802-05-02

Attach 12

**Setting a Hearing on Zoning the Shetland Meadows Annexation
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Zoning the Shetland Meadows Annexation, located at 3022 and 3024 D ½ Road.					
Meeting Date	February 7, 2007					
Date Prepared	February 1, 2007			File #ANX-2006-344		
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 zone the 5.99 acre Shetland Meadows Annexation, located at 3022 and 3024 D ½ Road, to RMF-5 (Residential Multi Family 5 du/ac).

Budget: N/A

Action Requested/Recommendation: Introduce a proposed ordinance and set a public hearing for February 21, 2007.

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:		3022 and 3024 D ½ Road		
Applicants:		Zeppelin Investments-Owner Ciavonne Roberts & Associates-Representatives		
Existing Land Use:		Residential		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Residential		
	East	Residential		
	West	Residential		
Existing Zoning:		RSF-R		
Proposed Zoning:		RMF-5		
Surrounding Zoning:	North	RSF-R (County)		
	South	PUD (County)		
	East	RMF-5		
	West	RSF-R (County)		
Growth Plan Designation:		RM (Residential Medium 4-8 du/ac)		
Zoning within density range?	X	Yes		No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the RMF-5 zone district is consistent with the Growth Plan designation of RM (Residential Medium 4-8 du/ac). The existing County zoning is RSF-R. 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, 4 and 5 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 RMF-5 zone district is compatible with the neighborhood and will not create adverse impacts. The future land use map designates all surrounding properties as RM (Residential Medium 4-8 du/ac). The area to the south of the property is zoned County PUD, but has never been developed. To the north is a subdivision zoned RMF-5 in the City with a density of 4.1 du/ac. To the northeast of the site is a subdivision, zoned RMF-5 in the City with a density of 4.3 du/ac. A County PUD is located to the southeast with a density of 4.8 du/ac and to the east is subdivision currently in the review process in the City, zoned RMF-5 with a proposed density of 4 du/ac.

The RMF-5 zone district is in conformance with the following goals and policies of the Growth Plan and the Pear Park Neighborhood 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 and County 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 and County 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 2, Transportation and Access Management, Pear Park Plan: Provide good access to schools, shopping, recreation and residential areas.

Goal 3, Transportation and Access Management, Pear Park Plan: Provide efficient circulation for emergency vehicles.

Goal 4, Transportation and Access Management, Pear Park Plan: Plan for future street cross-sections, sidewalks, bike lanes and trails.

- 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 provided 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 subject property is being zoned with a City designation due to the annexation and is comparable with the surrounding area.

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.

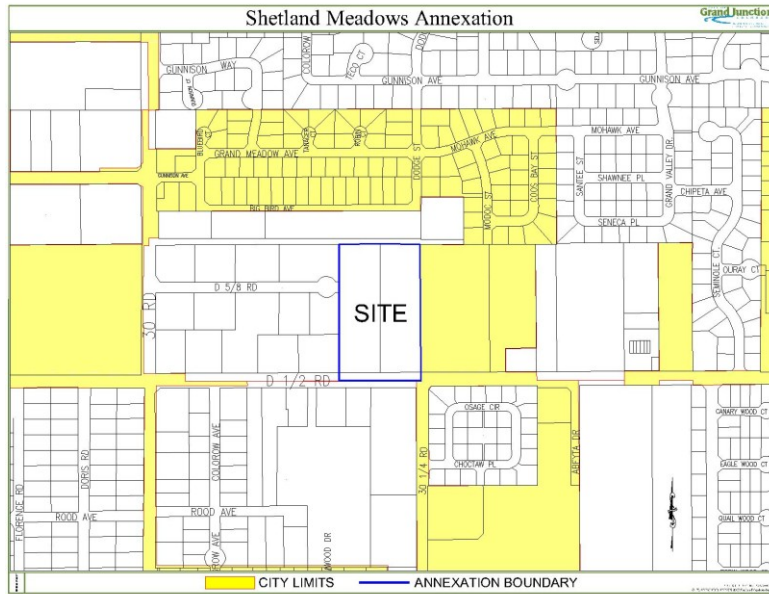
- a. RSF-4
- b. RMF-8

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-5 district to be consistent with the Growth Plan, and Sections 2.6 and 2.14 of the Zoning and Development Code.

Site Location Map

Figure 1



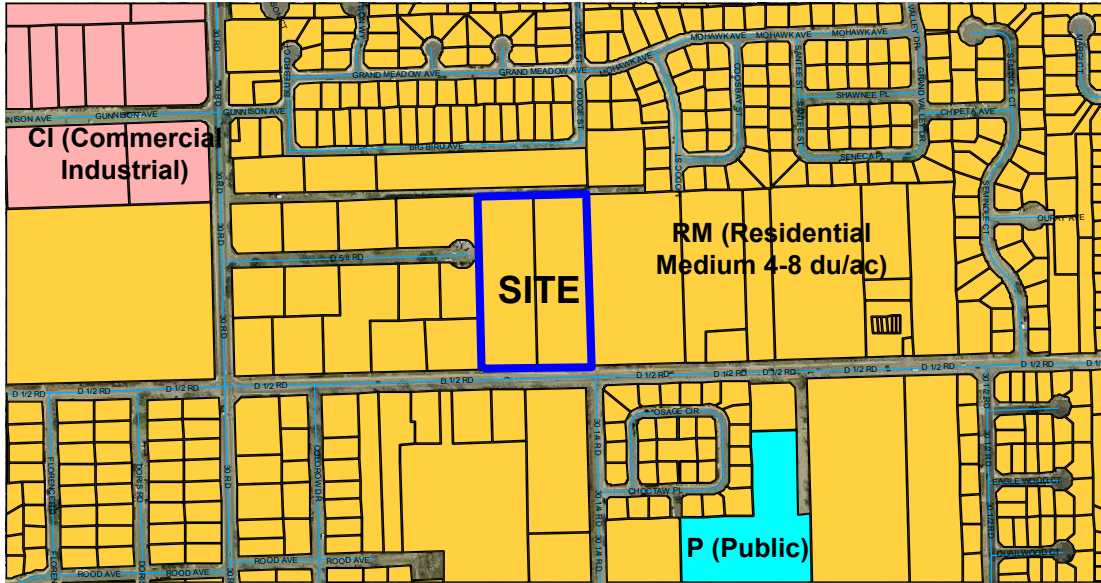
Aerial Photo Map

Figure 2



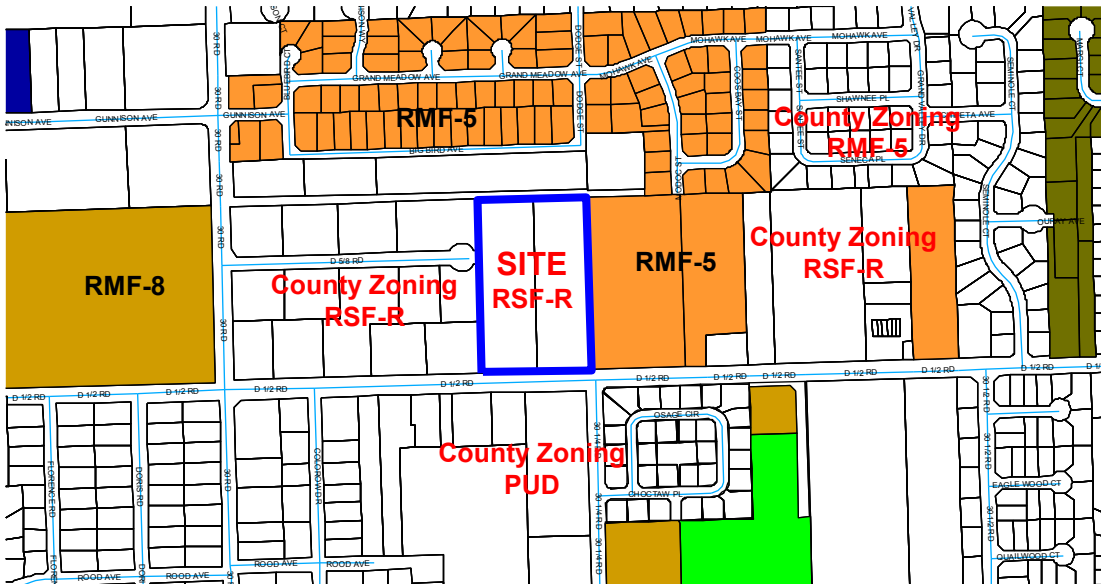
Future Land Use Map

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 ZONING THE SHETLAND MEADOWS ANNEXATION TO
RMF-5**

LOCATED AT 3022 AND 3024 D ½ 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 Shetland Meadows Annexation to the RMF-5 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 RMF-5 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 RMF-5 (Residential Multi Family 5 du/ac).

A parcel of land located in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4) of Section 16, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Northeast corner of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4) of said Section 16 and assuming the East line of said SE 1/4 SW 1/4 NW 1/4 to bear S00°01'09"E with all bearings contained herein relative thereto, thence S00°01'09"E along said East line a distance of 658.82 feet to a point on the North line of the Fruitvale Meadows Annexation No. 2, City of Grand Junction Ordinance No. 3098, said line also being 1 foot North of and parallel with the South line of the SW 1/4 NW 1/4 of said Section 16; thence S89°56'21"W along said Annexation line a distance of 396.00 feet to a point on the West line of that certain parcel of land as described in Book 4257, Page 747, Public Records, Mesa County, Colorado; thence N00°01'09"W along the West line of said parcel a distance of 658.75 feet to the Northwest corner of said parcel; thence N89°55'42"E along said

North line and its continuation, a distance of 396.00 feet, more or less to the Point of Beginning.

Said parcel contains 5.99 acres (260,880 square feet), more or less, as described.

INTRODUCED on first reading the ____ day of _____, 2007 and ordered published.

ADOPTED on second reading the ____ day of _____, 2007.

ATTEST:

President of the Council

City Clerk

Attach 13
Setting a Hearing on Zoning the Jobsite Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Zoning the Jobsite Annexation, located at 839 and 841 21 ½ Road.					
Meeting Date	February 7, 2007					
Date Prepared	February 1, 2007				File #ANX-2006-347	
Author	Senta L. Costello		Associate 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 zone the 25.23 acre Jobsite Annexation, located at 839 and 841 21 ½ Road, to I-1 (Light Industrial).

Budget: N/A

Action Requested/Recommendation: Introduce a proposed ordinance and set a public hearing for February 21, 2007.

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:		839 and 841 21 ½ Road			
Applicants:		Owner/Developer: High Desert Properties – Bond Jacobs; Representative: Vortex Engineering - Robert Jones II			
Existing Land Use:		Industrial / Vacant			
Proposed Land Use:		Industrial			
Surrounding Land Use:	North	Residential / Agricultural			
	South	Commercial/Industrial			
	East	Commercial/Industrial			
	West	Vacant			
Existing Zoning:		County PUD (Industrial)			
Proposed Zoning:		City I-1			
Surrounding Zoning:	North	County PUD (Industrial)			
	South	County PUD (Industrial)			
	East	County PUD (Industrial)			
	West	County RSF-R			
Growth Plan Designation:		Commercial/Industrial			
Zoning within density range?		X	Yes		No

Staff Analysis:

Background: The Jobsite Annexation consists of the 25.23 acre Jobsite Subdivision containing 16 lots. The subdivision plat was recently approved and recorded in Mesa County. The applicant is extending sewer from H Road north on 21 1/2 Road to serve this annexation area. The Jobsite building/facility exists on one lot and is part of this annexation. The other 15 lots are currently vacant. Bond Street is a public right-of-way that runs east/west through the annexation area with an intersection on 21 1/2 Road and serves the 16 industrial lots.

Zone of Annexation: The requested zone of annexation to the I-1 district is consistent with the Growth Plan designation of Commercial / Industrial. The existing County zoning is PUD (Industrial). 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, 4 and 5 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 surrounding area is developed with commercial / industrial type uses and the area is designated as Commercial / Industrial on the Future Land Use map.

- 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 requested zone district is comparable to surrounding developments and due to annexation, a City zone district must be assigned to the property. The I-1 zone district fits the existing development patterns in the area and is consistent with the Future Land Use category.

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.

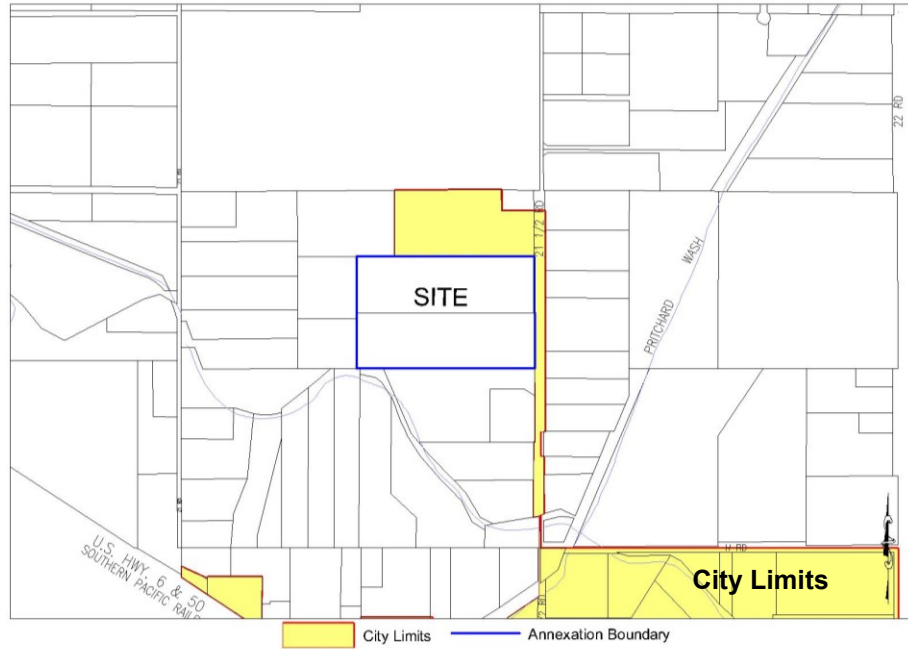
- c. C-2
- d. I-O
- e. M-U

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 I-1 district to be consistent with the Growth Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.

Site Location Map

Figure 1



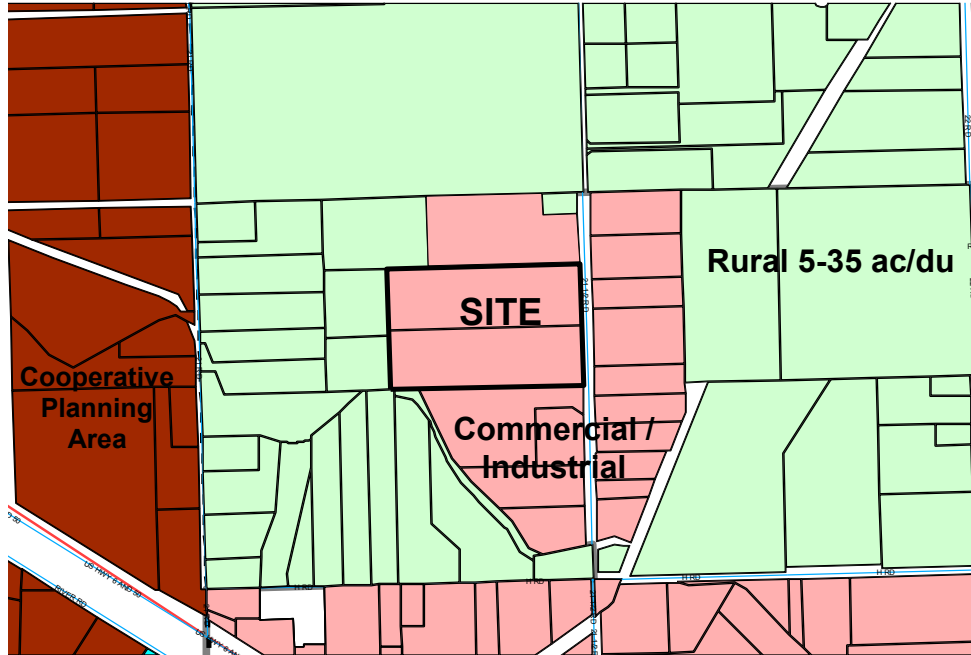
Aerial Photo Map

Figure 2



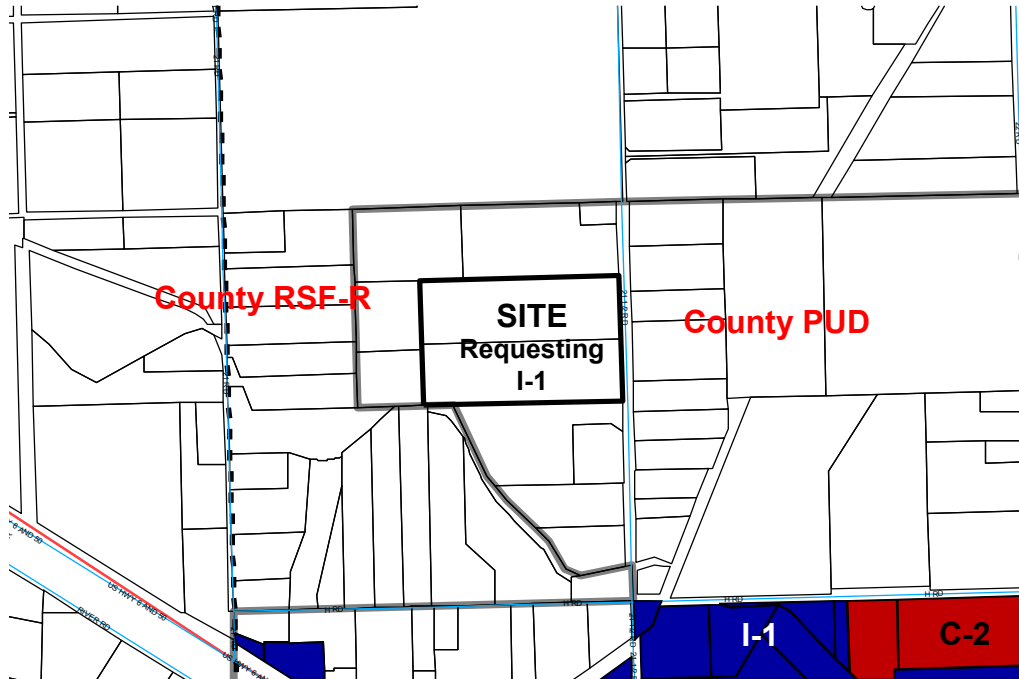
Future Land Use Map

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 ZONING THE JOBSITE ANNEXATION TO
I-1**

LOCATED AT 839 AND 841 21 ½ 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 Jobsite Annexation to the I-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 I-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 I-1 (Light Industrial).

A certain parcel of land located in the North half of the Southwest Quarter (N 1/2 SW 1/4) 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:

Parcels A & B, Kipp Simple Land Division, as same is recorded in Plat Book 18, Page 90, Public Records of Mesa County, Colorado.

Said parcel contains 25.23 acres (1,099,207 square feet), more or less, as described.

INTRODUCED on first reading the ____ day of _____, 2007 and ordered published.

ADOPTED on second reading the ____ day of _____, 2007.

ATTEST:

President of the Council

City Clerk

Attach 14
Setting a Hearing on Zoning the Costopoulos Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Zoning the Costopoulos Annexation, located at 2966, 2968 and 2970 D Road.						
Meeting Date	February 7, 2007						
Date Prepared	January 29, 2007				File #ANX-2006-328		
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 zone the 10.67 acre Costopoulos Annexation, located at 2966, 2968 and 2970 D Road, to RMF-8 (Residential Multi-Family 8 units per acre).

Budget: N/A

Action Requested/Recommendation: Introduce a proposed ordinance and set a public hearing for February 21, 2007.

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:	2966, 2968 & 2970 D Road			
Applicants:	Owners: Marcus & Carol Costopoulos and Hill and Davidson, LLC Representative: Tom Logue			
Existing Land Use:	Residential & Agriculture			
Proposed Land Use:	Residential			
Surrounding Land Use:	North	Future Park		
	South	Residential & Agriculture		
	East	Residential		
	West	Residential & Agriculture		
Existing Zoning:	County RSF-R			
Proposed Zoning:	City RMF-8			
Surrounding Zoning:	North	City RMF-8		
	South	County RSF-R		
	East	City RSF-4		
	West	County RSF-R		
Growth Plan Designation:	Residential Medium 4-8 du/ac			
Zoning within density range?	X	Yes		No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the RMF-8 zone district is consistent with the Growth Plan designation of Residential Medium 4-8 du/ac. The existing County zoning is RSF-R. 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, 4 and 5 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 requested zone is compatible with the neighborhood as Flint Ridge Subdivision to the West is also zoned RMF-8 and is conforming to the growth plan and the Pear Park Plan. Flint Ridge has a built density of 6.52 units per acre, which does not include the 3.55 acre park that is in Filing One to the North of this site. Westland Estates Subdivision located to the east is zoned RSF-4 and has a built density of 2.99 units per acre, which does include tracts and Rights-of-Way. However, there is the Beswick Drain which runs north and south between Westland Estates Subdivision and this parcel which provides a good transition between the two zone districts.

- 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 provided 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 subject property is being zoned with a City designation due to the annexation and is comparable with the surrounding area.

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.

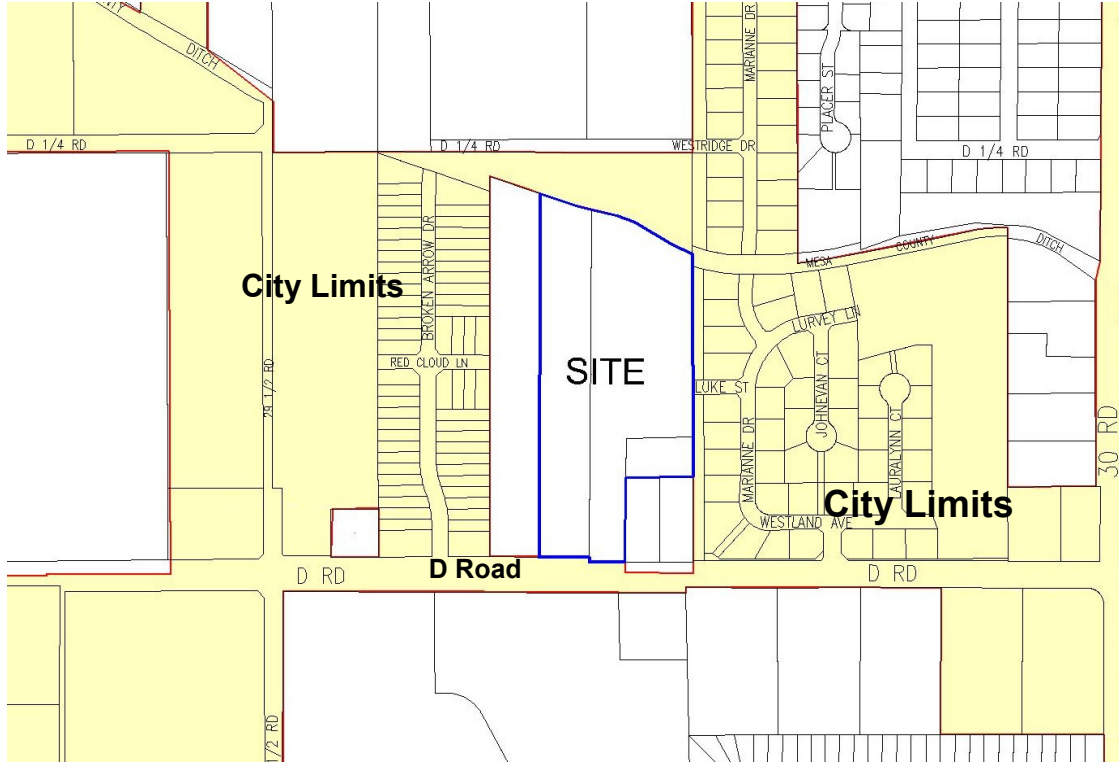
- f. RSF-4
- g. RMF-5

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 district to be consistent with the Growth Plan, and Sections 2.6 and 2.14 of the Zoning and Development Code.

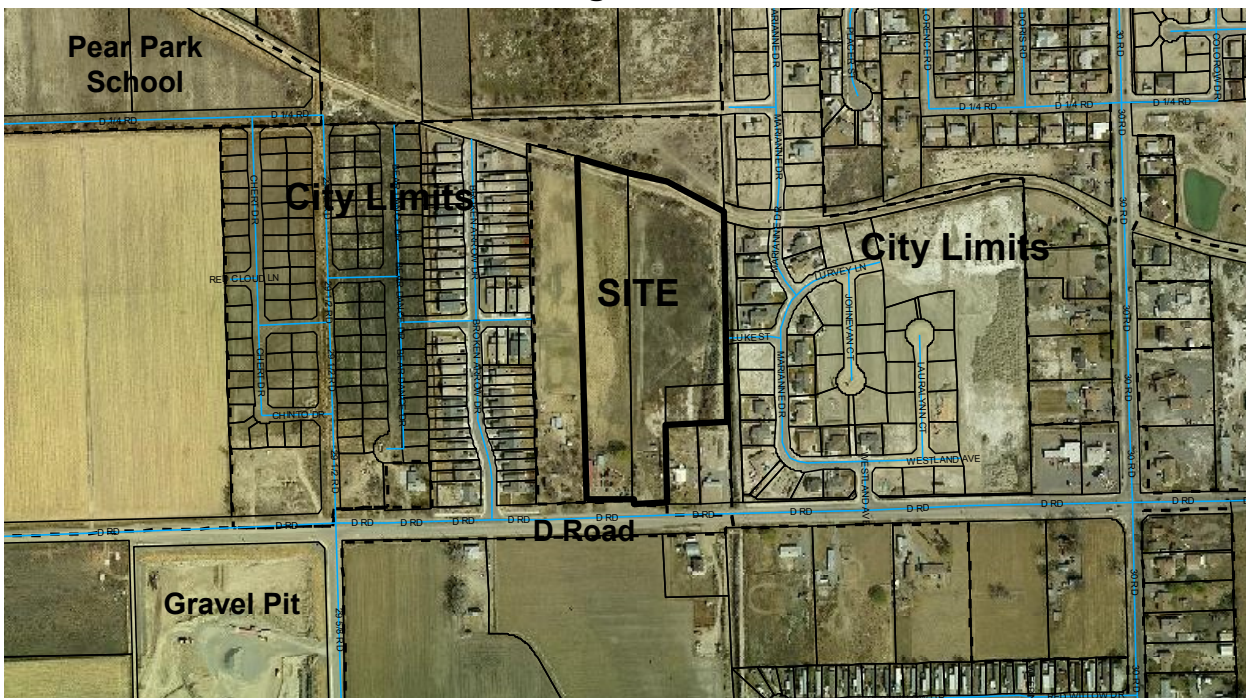
Site Location Map

Figure 1



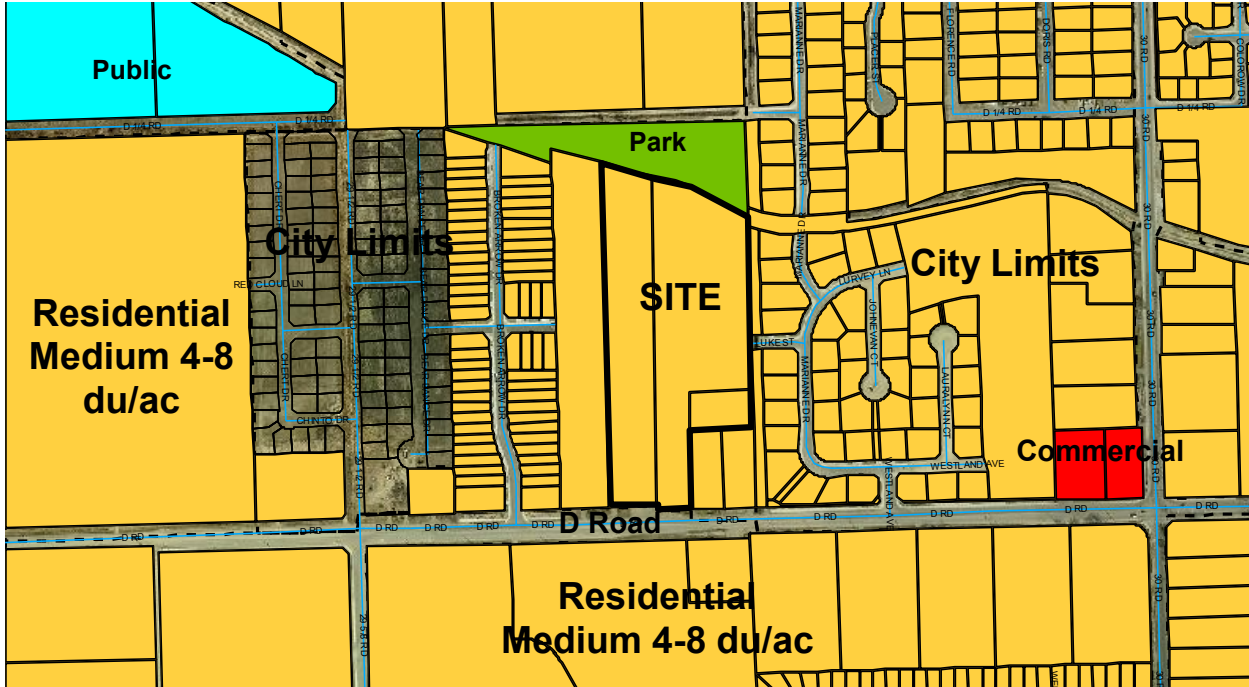
Aerial Photo Map

Figure 2



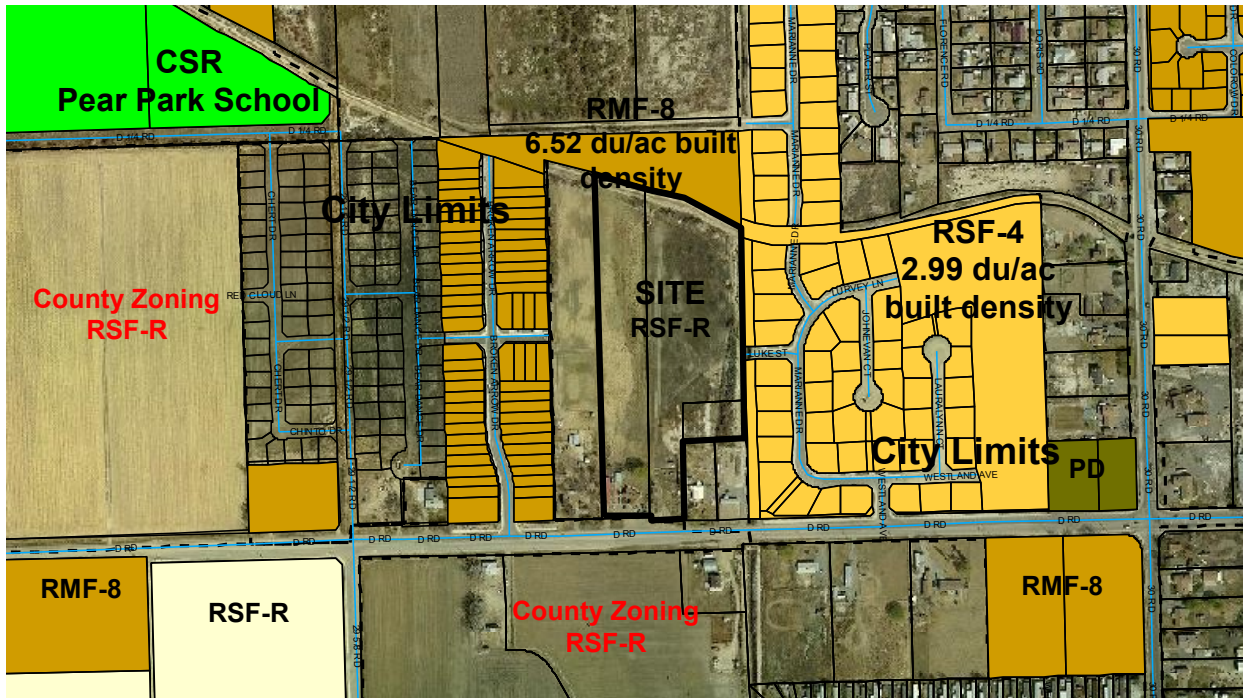
Future Land Use Map

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 ZONING THE COSTOPOULOS ANNEXATION TO
RMF-8**

LOCATED AT 2966, 2968 AND 2970 D 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 Costopoulos Annexation to the RMF-8 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 RMF-8 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 RMF-8 (Residential Multi-Family 8 units per acre)

A certain parcel of land lying in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the SW 1/4 SE 1/4 of said Section 17 and assuming the East line of the SW 1/4 SE 1/4 of said Section 17 bears N00°01'01"W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N00°01'01"W along said East line a distance of 295.00 feet to the POINT OF BEGINNING; thence S89°59'02"W a distance of 209.95 feet to the Northwest corner of that certain parcel of land as described in Book 3242, Pages 120-121, Public Records of Mesa County, Colorado; thence S00°00'39"E along the West line of said parcel a distance of 256.02 feet to a point on the Parham Annexation, City of Grand Junction, Ordinance No. 3349; thence S89°58'44"W along said Parham Annexation a distance of 119.39 feet; thence N00°01'13"W a distance of 20.00 feet to the Southeast corner of that certain parcel of land as described in Book 3668, Pages

624-625, Public Records of Mesa County, Colorado, also being a point on the North line of D Road; thence S89°58'44"W along said North line a distance of 159.48 feet to the Southwest corner of said parcel; thence N00°01'47"W along the West line of said parcel a distance of 1133.39 feet to a point on said Parham Annexation and also being a point on the centerline of the Grand Valley Canal; thence along said Parham Annexation the following five (5) courses: (1) S71°47'41"E a distance of 129.55 feet; (2) thence S76°07'49"E a distance of 132.54 feet; (3) thence S70°42'51"E a distance of 60.07 feet; (4) thence S59°25'31"E a distance of 137.94 feet; (5) thence S67°31'11"E a distance of 67.05 feet to the East line of the SW 1/4 SE 1/4 of said Section 17; thence S00°01'01"E along the East line of said SW 1/4 SE 1/4 of said Section 17 a distance of 702.16 feet, more or less, to the Point of Beginning.

Said parcel contains 10.67 acres (464,991 square feet), more or less, as described.

INTRODUCED on first reading the ____ day of _____, 2007 and ordered published.

ADOPTED on second reading the ____ day of _____, 2007.

ATTEST:

President of the Council

City Clerk

Attach 15

Parking Garage 1% for the Arts Selection

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Parking Garage 1% for the Arts Selection					
Meeting Date	February 7, 2007					
Date Prepared	January 25, 2007				File #	
Author	Allison Sarmo			Cultural Arts Coordinator		
Presenter Name	Allison Sarmo			Cultural Arts Coordinator		
Report results back to Council	X	No		Yes	When	
Citizen Presentation	X	Yes		No	Name	Arts Commission members
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: The Commission on Arts and Culture recommends that the City Council approve commissioning three entryway canopies for the new downtown parking garage through the 1% for the Arts Program.

Budget: \$75,000 (an amount equal to 1% of the total construction budget)

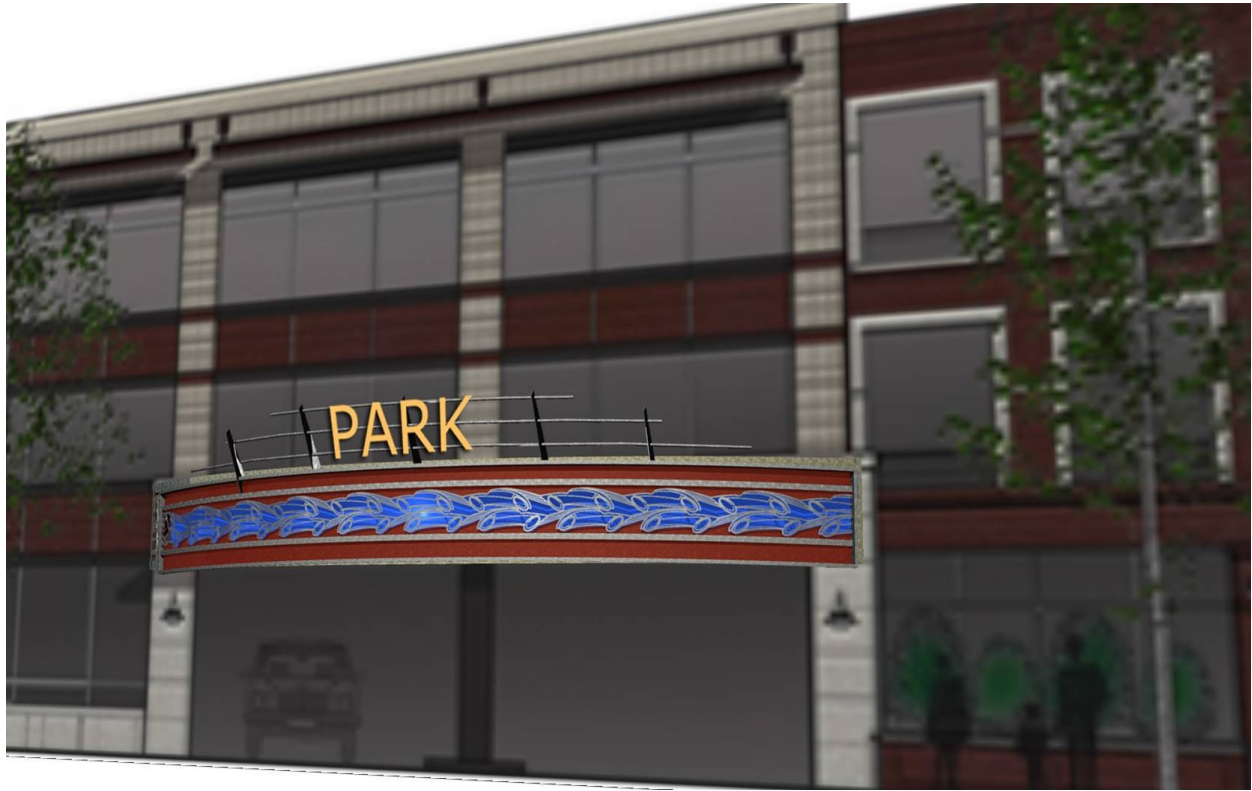
Action Requested/Recommendation: Authorize the City Manager, City Attorney, and the Commission on Arts and Culture to negotiate a contract with artist Rafe Ropek to design, fabricate, and install three entryway canopies for the downtown parking garage.

Attachments: Proposed entry canopy features by the four finalists attached.

Background Information: The 1% for the Arts program was established by City Council in 1997 to include works of art in City capital construction projects for buildings, structures, and parks. For the parking garage, a Request for Qualifications was mailed to artists throughout Mesa County and Colorado. The Commission and representatives from the Public Works Department, the Downtown Development Authority, and two of the building's architects reviewed pictures, resumes, and qualifications from 15 artists (including two from the Grand Valley). After reviewing all the artists' resumes and past experience with similar projects in metal artwork, the committee selected four finalists.

The finalists each made presentations on January 24, including models, drawings, and materials. The Arts Commission, plus representatives from Public Works, DDA, Blythe Design, the three Denver architects, and a City Council member reviewed the four very different and interesting canopy proposals: 1.) Rafe Ropek's more traditional and classic metal grillwork canopies with LED lights running through the center of each awning which have a wide variety of programmable, changeable colors, 2.) Don Mitchell's awnings with brightly painted people figures and cars across the top; 3.) Jeff Bate's art deco metal awnings in various styles and top-of-the-building capitals; and 4.) Elaine Calzolari's art deco canopy designed to look like an old fashioned movie marquee. The committee's recommendation is to approve Ropek's proposal as the

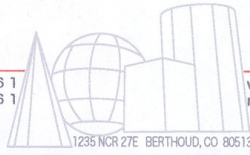
best fit for the building's façade and something which brings an exciting and infinitely interesting new element to the downtown artwork – lighting as part of the art.



Artist Rafe Ropek "Travel Through Time" Grand Junction Parking Garage, painted aluminum grillwork with acrylic plastic centers and LED lights in programmable colors (the color in the middle of each awing can be changed hourly, daily, seasonally, etc.)

RopekArtWorks

c-970-691-0661
s-970-532-0661

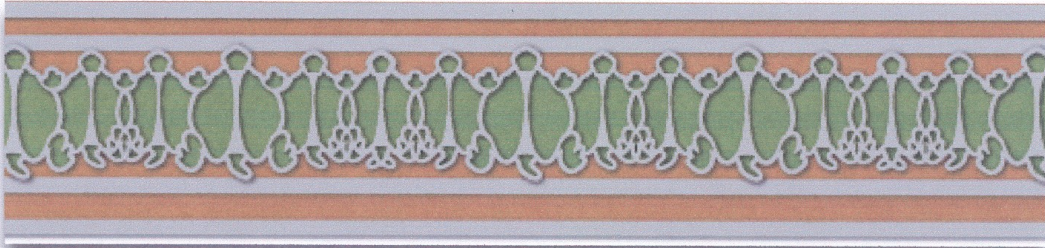


www.ropek.net
rafe@ropek.net

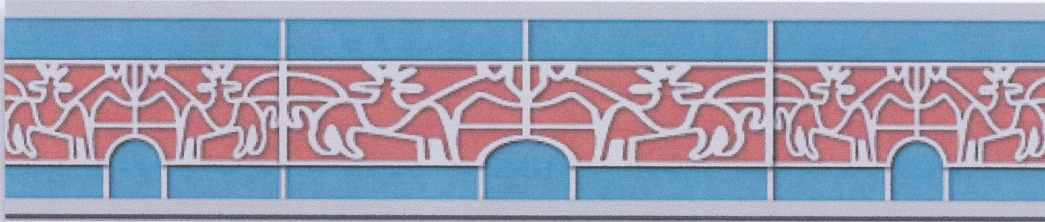
Rafe Ropek



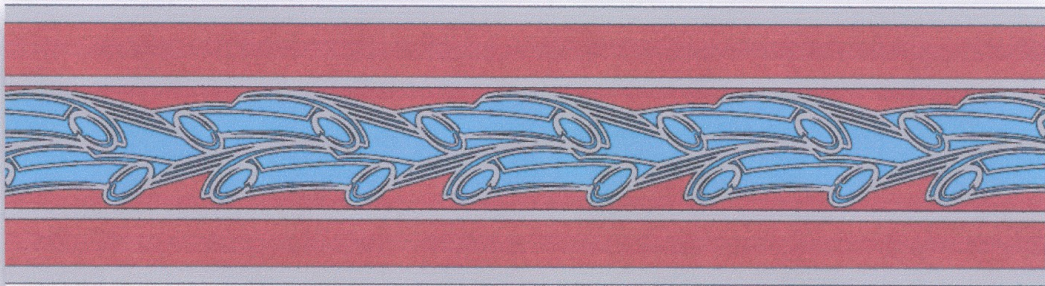
Grand Junction Parking Garage
"Travel Through Time"



Pedestrian Entryway Canopy



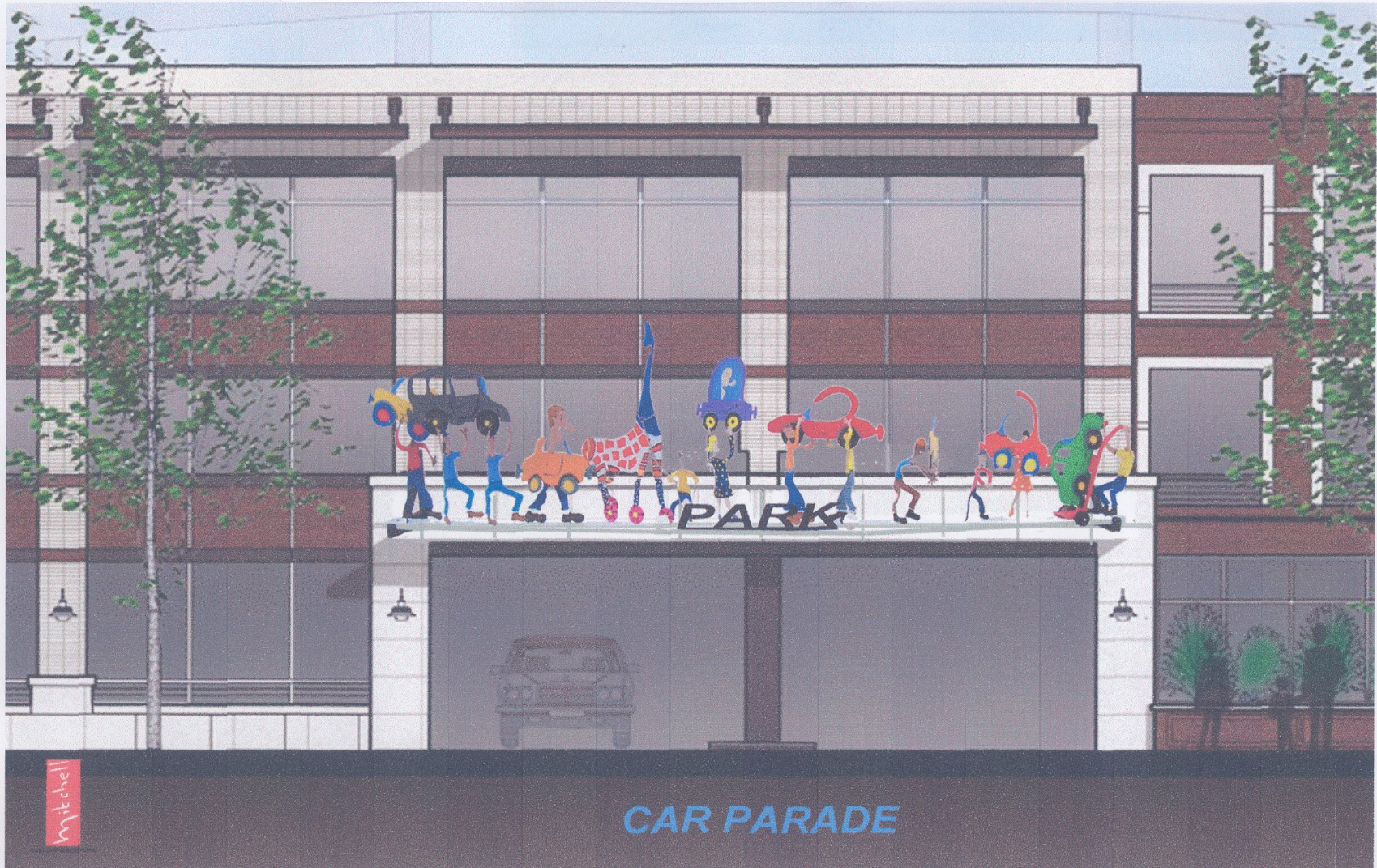
Pedestrian Entryway Canopy



Main Vehicle Entrance

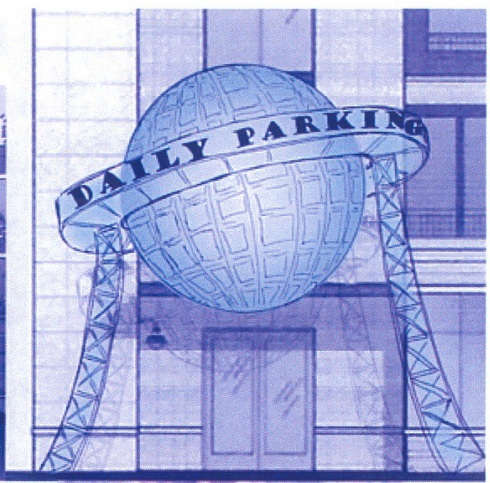
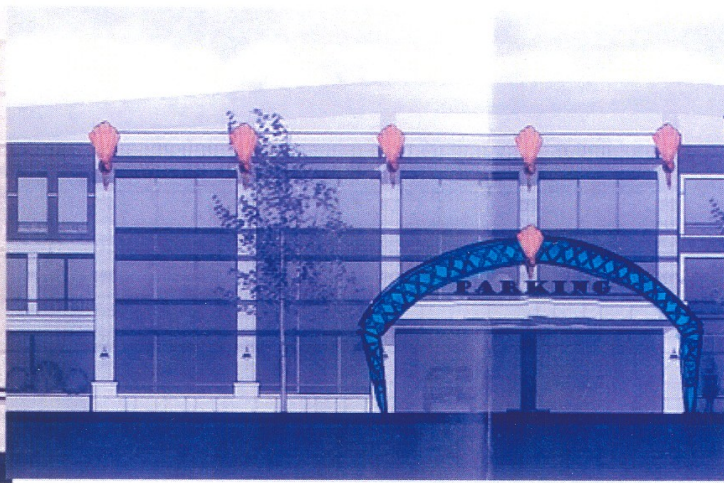
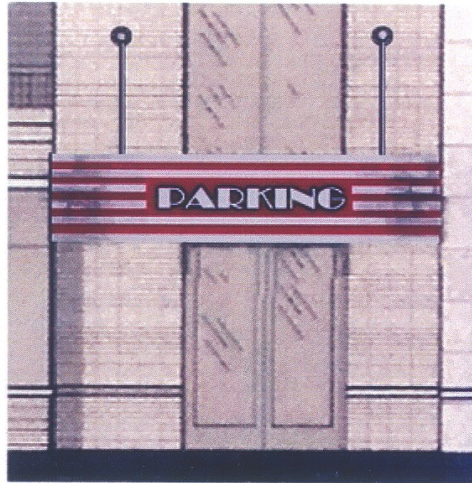
DON MITCHELL

FINE ART SCULPTURE



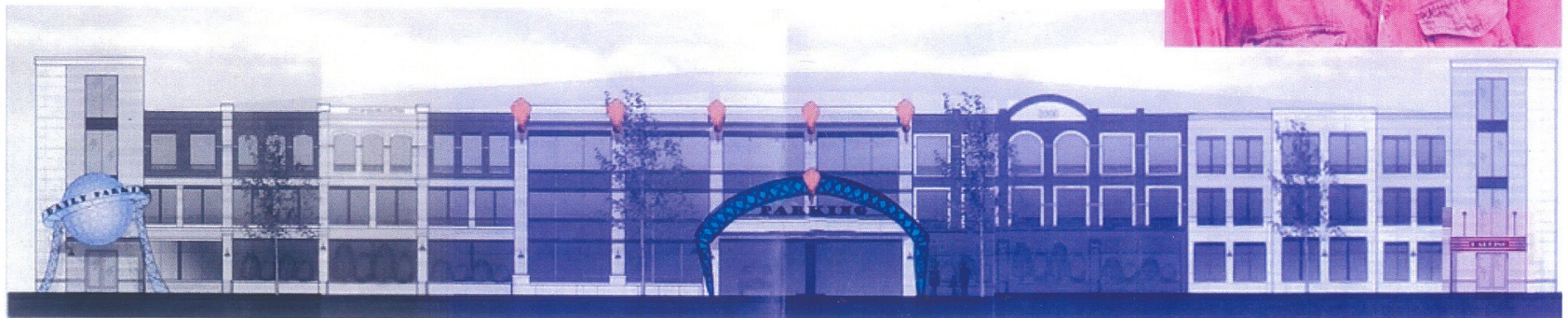
Mitchell

CAR PARADE



JEFF BATES

Fruita, Colorado





Artist Elaine Calzolari "And Now Playing" Grand Junction Parking Garage Sign & Entry Canopies of powder coated aluminum panels dramatically lit with flood lights, backlit florescent lights, and neon lights representing the two rivers

Attach 16

Construction Contract for the 7th Street Corridor Project

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Construction Contract for the 7 th Street Corridor Project						
Meeting Date	February 7, 2007						
Date Prepared	January 25, 2007	File # - N/A					
Author	Mike Curtis	Project Engineer					
Presenter Name	Tim Moore	Assistant Public Works and 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: Bids were opened on Tuesday, January 23, 2007 for the reconstruction of 7th Street from the south side of Grand Avenue to the north side of Ute Avenue and the reconstruction of Main Street from 7th Street to 8th Street.

Budget: Accounts: 2011-F59600 & F59700

Description	Project Cost Schedule A	Project Cost Schedule B	Project Cost Schedule C
Street Construction (low bid)	\$3,270,507	\$3,133,307	\$2,739,508
Landscaping (estimate)	\$236,798	\$236,798	\$209,705
Ped./Street Lighting (estimate)	\$335,550	\$335,550	\$274,540
Underground Overhead Utilities	\$120,000	\$120,000	\$120,000
Alley Pavement Replacement	\$36,000	\$36,000	\$36,000
Consultant Final Design Fees	\$283,195	\$283,195	\$283,195
Construction Admin. (estimate)	\$70,000	\$70,000	\$70,000
Total Project Costs	\$4,352,050	\$4,214,850	\$3,732,948

Project Funding Sources:

Funding Source	
Federal Enhancement Grant	\$255,500
City CIP Funds (2011-F59700)	\$447,000
DDA Funds	\$2,700,000
Killian Property Infill Money	\$80,000
Waterline Replacement Funds (3011-F04832)	\$57,065
Other Funding Sources	\$193,383

Total Funding Schedule C	\$3,732,948
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“Other Funding Sources” listed above include unallocated revenue and budgeted funds remaining in the 2006 CIP.

Action Requested/Recommendation: Authorize the City Manager to execute a contract for the 7th Street Corridor Project with Mays Concrete Construction for Bid Schedule B in the amount of \$3,133,307.

Attachments: Construction Phasing Map and Typical Block Drawing for Bid Schedule Alternatives.

Background Information:

The following bids were received on January 23, 2007:

Bidder	From	Bid Amount Schedule A	Bid Amount Schedule B	Bid Amount Schedule C
Mays Concrete	Grand Jct.	\$3,270,507.00	\$3,133,307.00	\$2,739,508.00
United Companies	Grand Jct.	\$3,877,387.57	\$3,660,188.50	\$3,075,489.50
Sema Construction	Centennial	\$4,434,602.10	\$4,269,882.10	\$3,857,198.00
Kiewit Western Company	Littleton	\$4,854,111.00	\$4,686,809.00	\$4,191,809.00
Engineers Estimate		\$3,277,429.73	\$3,221,529.73	\$2,535,727.93

Bid results were presented to the DDA Board at the January 25, 2007 meeting. After consideration of the three Bid Schedule and future improvement projects on Colorado Avenue and Main Street reconstruction, the preference of the DDA Board was to recommend the award of Bid Schedule B. DDA Board Members expressed concern that the reconstruction of Colorado Avenue and Main Street should be to the same standards as the 7th Street improvements. DDA felt that Bid Schedule B will provide a major improvement to 7th Street and is a level of construction that can be afforded in the future. DDA agreed to fund half of the additional \$481,902 needed to construct Schedule B and is requesting that the City fund the remaining half.

An open house meeting was held on November 16, 2006. Approximately 75 people consisting of business owners, property owners, and interested citizens attended the open house to review the project design, discuss project schedule, and review alternatives for traffic control during construction. The majority of those that attended were supportive of project. A majority of the business owners present at the meeting preferred the construction phasing alternative that accomplished the construction in the shortest time period, even if it requires closing 7th Street to through traffic during construction.

A cost estimate was prepared early in December 2006 based on final construction drawings. At this time it was determined that the construction costs for the Bid

Schedule A were considerably over budget due to inflation of construction costs and additional project scope. Two additional alternatives were identified and Bid Schedules B and C were prepared to obtain bids for different levels of concrete color and finishing in the sidewalk areas. The project limits were also reduced in Alternative C to get the project cost closer to the project budget. Bidders were required to submit a bid for each of the three alternatives. Each Bid Schedule defines the work for a complete separate Project. The following is a brief description of the differences between the Bid Schedules.

Bid Schedule A

Improvements include construction of two lane serpentine roadway with raised medians, left turn lanes at street intersections, a roundabout at 7th & Main, landscaping, custom lighting with matching banner poles, and architectural concrete walkways and driveways consisting of ribbon and stamped patterns with contrasting colors. The project limits on 7th Street extend from the north side of Ute Avenue to a line approximately 125 feet south of Grand Avenue. Improvements on Main Street extend from 7th Street to the west side of 8th Street.

Bid Schedule B

Bid Schedule B is identical to Schedule A with the following change. The architectural designs and alternating colors in the concrete walkways and driveways are replaced with a single color concrete with standard broom finish.

Bid Schedule C

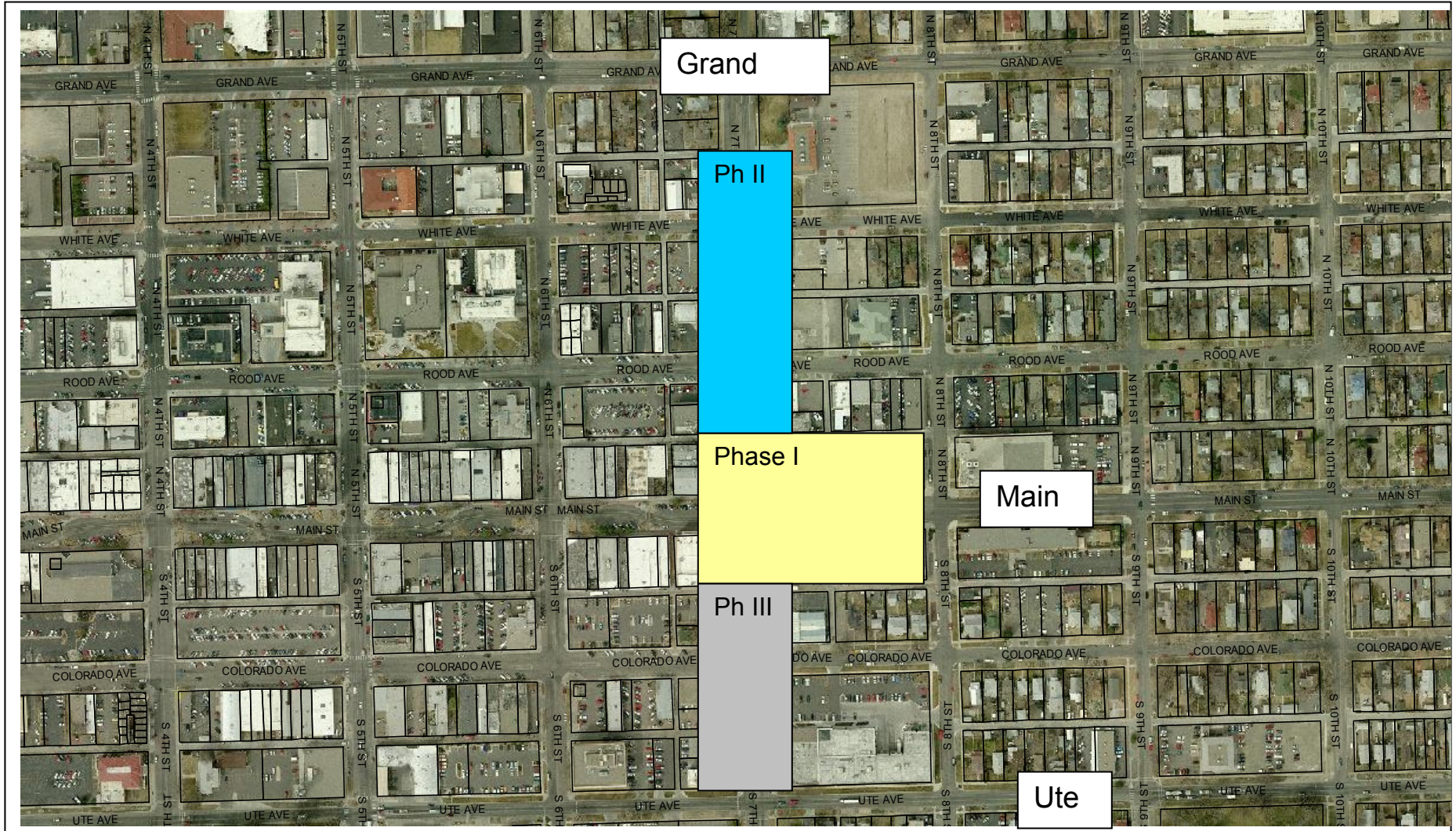
Bid Schedule C makes two further significant changes to the work from Bid Schedule B. The color is eliminated from nearly all the concrete items. The only exceptions are the concrete crosswalks and the small inner circle of concrete paving in the Roundabout. Also, the entire block of 7th Street improvements between Ute Avenue and Colorado Avenue was removed from the project to reduce costs.

Final street design was completed by December 2006 and advertised for construction bids in January 2007. Final landscape design was also completed in December 2006 and will be advertised for construction bids in February 2007 with an award of contract in March 2007. Street reconstruction is scheduled to start February 26, 2007 and be completed by November 30, 2007. Construction phasing is planned as follows:

Phase I - Construct the roundabout at 7th and Main and Main Street from 7th to 8th
Complete by June 15th, 2007

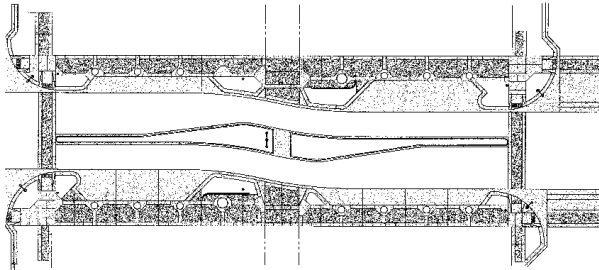
Phase II - Reconstruct 7th Street between Main and Grand

Phase III - Reconstruct 7th Street between Main and Ute
Final completion by November 30



Construction Phasing Map 7th Street Corridor Project

SCHEDULE A

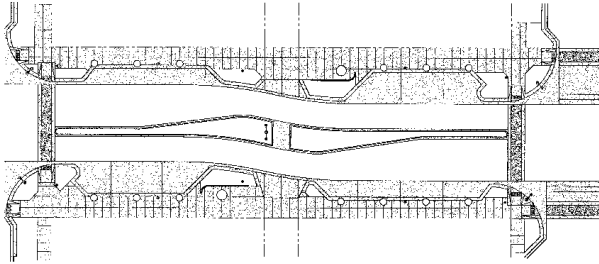


BID SCHEDULE A

This Bid Schedule can be generally described as the 'Two Color Concrete' option for the entire 5.5 block project. It includes:

- the use of two concrete colors (a light 'buff' color and a light 'brown' color) to form architectural banding and patterns throughout of pedestrian pavement areas;
- the use of the light concrete color for all curb and gutter;
- the use of two concrete colors for pedestrian crosswalks (light 'buff' colored bands framing a light 'brown' colored crosswalk);
- the use of the light concrete color for all raised planter wall caps.

SCHEDULE B

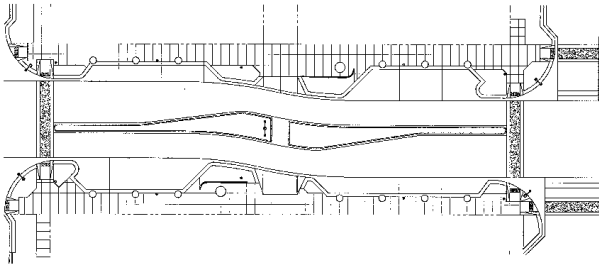


BID SCHEDULE B

This Bid Schedule can be generally described as the 'One Color Concrete' option for the entire 5.5 block project. It includes:

- the use of one concrete color (a light 'buff' color) throughout all pedestrian pavement areas, and with a 1/2 - 5 foot grid scoring pattern;
- the use of the light concrete color for all curbs and gutter;
- the use of two concrete colors for pedestrian crosswalks (light 'buff' colored bands framing a light 'brown' colored crosswalk);
- the use of the light concrete color for all raised planter wall caps.

SCHEDULE C

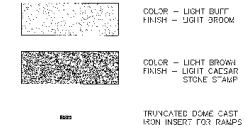


BID SCHEDULE C

This Bid Schedule can be generally described as the 'No Color Concrete' option for a smaller 4.5 block project. It includes:

- the elimination of one block from the project (Colorado Avenue to Ute Avenue);
- the use of uncolored concrete throughout all pedestrian pavement areas, and with a 1/2 - 5 foot grid scoring pattern;
- the use of uncolored concrete color for all curbs and gutter;
- the use of one concrete color for pedestrian crosswalks (uncolored concrete bands framing a light 'brown' colored crosswalk);
- the use of uncolored concrete for all raised planter wall caps.

LEGEND



DESCRIPTION	SCALE	DRAWN BY JMC	DATE 12-21-06	SCALE
REVISED BY		DESIGNED BY LIM	DATE 12-21-06	PLAN
REVISED BY		CHECKED BY TJC	DATE 12-21-06	HORIZ. VERT.
REVISED BY		APPROVED BY	DATE	SCALE

DEPARTMENT OF PUBLIC WORKS AND UTILITIES
ENGINEERING AND TECHNICAL SERVICES DIVISIONS
CITY OF GRAND JUNCTION, COLORADO

7TH STREET CORRIDOR PROJECT
CONCRETE PAVING ALTERNATIVES
TYPICAL BLOCK

Attach 17

**Construction and Maintenance Contract with Grand Valley Irrigation Company
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Construction and Maintenance Contract between City of Grand Junction and Grand Valley Irrigation Company.					
Meeting Date	February 7, 2007					
Date Prepared	January 31, 2007				File #	
Author	Dave Donohue		Project Engineer			
Presenter Name	Tim Moore		Asst. Public Works and 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: The proposed Construction and Maintenance Agreement between Grand Valley Irrigation Company (GVIC) and the City of Grand Junction authorizes the City to construct and maintain stormwater conveyance structures in the vicinity of existing Ranchmen’s Ditch facilities along Patterson Rd. between 24 Rd. and 26 Rd. within Right of Way and easements owned or held by GVIC. This agreement is required to proceed with construction of the Ranchmen’s Ditch Flood Control Project, Phase I and II (referred to as the “Big Pipe Project”).

Budget: A separate letter from Mark Relph, Public Works Director, dated October 11, 2006, authorizes reimbursement to GVIC for expenses incurred providing review and comment on the project. Reimbursement for expenses as per this authorization is capped at \$50,000 with funds designated to come from the Ranchmen’s Ditch Project funding.

Action Requested/Recommendation: Authorize the Mayor to sign the Construction and Maintenance Agreement.

Attachments:

1. Proposed Construction and Maintenance Agreement.

Background Information:

The City of Grand Junction is preparing to begin construction on Phase I of the Ranchmen’s Ditch Flood Control Project (known as “the Big Pipe Project”). Ranchmen’s Ditch is a combination natural drainage channel and man-made series of ditches and pipes. The natural portion of the channel extends from the crest base of

the Book Cliffs north of Walker Field Airport to the vicinity of 1st St. and Patterson Rd. At 1st and Patterson, the drainage has been massively altered for the purpose of conveying irrigation water under the management of Grand Valley Irrigation Company. From 1st and Patterson to Leach Creek west of Mesa Mall, Ranchmen's Ditch is a combination of pipes and open ditches. Catch basins and other storm water facilities collect run off and discharge to the pipes and open-ditch reaches of Ranchmen's along it's entire path through the developed portion of Grand Junction. At many locations, the conveyance features (ditch and/or pipes) of Ranchmen's Ditch are grossly undersized relative to stormflows generated by this large drainage basin. At 24 ½ Rd. and Patterson Rd., the 100 year storm peak in Ranchmen's Ditch will exceed 900 cfs. The capacity of the 54" pipe that carries Ranchmen's flows at this location is slightly in excess of 100 cfs. Flooding that will occur during large storm events threatens thousands of properties in one of the most developed portions of the City, with 383 properties currently located within the newly mapped 100-yr flood plain. When Grand Valley Irrigation Company began modifying Ranchmen's Ditch for irrigation conveyance purposes in the late 1800's, GVIC began acquiring easements, ROW, and constructing improvements, such as straightened ditches, piped sections, and diversion structures. As such, GVIC currently has operational authority over virtually the entire ditch within the critical area between 1st St. and Leach Creek. To provide a framework for the City to have access to GVIC easements, ROW, and structures, the City has prepared the attached Construction and Maintenance Agreement. The Agreement grants the City the right to enter into easement areas and ROW owned or operated by GVIC, and to modify structures and conveyance elements so as to increase the capacity of the irrigation/drainage way such that it adequately serves as both an irrigation conveyance system and a drainage channel.

Additionally, the agreement assigns the City responsibility for maintaining all elements of Ranchmen's Ditch between 1st St. and Leach Creek, and it assigns GVIC responsibility for operating all irrigation control devices between 1st St. and Leach Creek. City responsibility for maintenance is appropriate and beneficial, in that it provides the City the needed authority to maintain the system in a manner that preserves it's capacity to eliminate or reduce flooding hazards. The system has been designed such that operation of irrigation control devices (to be performed by GVIC) can not reduce the system's stormwater conveyance capacity below that required to transmit the 100-yr storm. It is the belief of staff that failure to complete and sign the Agreement will preclude construction of the project.

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT (Agreement) is made this _____ day of _____, 2006, and is between the **GRAND VALLEY IRRIGATION COMPANY**, a Colorado nonprofit corporation (GVIC), whose address is 688 26 Road, Grand Junction, Colorado 81506, and the **CITY OF GRAND JUNCTION**, a home rule municipality (City), whose address is 250 North 5th Street, Grand Junction, Colorado 81501. Collectively GVIC and the City shall be referred to as the "Parties."

RECITALS

- A. GVIC is the owner and operator of a system of irrigation canals and related facilities located in Mesa County, Colorado (collectively referred to as the "Canal Facilities"). The Canal Facilities include the canal bed, banks, access roads, pipes, culverts, embankments and related features or facilities, for the delivery and containment of irrigation water to GVIC shareholders. The Independent Ranchmen's Ditch is a part of the Canal Facilities.
- B. The City proposes to design, construct and perpetually maintain a new storm water drainage system known as the "Big Pipe Project" ("Project") to safely convey storm water flows through the lower portion of the Independent Ranchmen's Ditch and ultimately to the outfall at Leach Creek and the Colorado River, that entails certain modifications and improvements to the Independent Ranchmen's Ditch between the northeast intersection of 26 Road and Patterson Road, and continuing to its discharge point in Leach Creek near the southwest corner of the Mesa Mall, north of I-70B, in Mesa County, Colorado. The general project narrative is described in the "Project Overview Ranchmen's Ditch Drainage Improvement Project – 'Big Pipe,'" dated October 16, 2006 and attached hereto as Exhibit A. In addition, attached hereto as Exhibit B is an aerial photograph titled "Ranchmen's Ditch Flood Control Project," providing a general location and description of the major features of the Project.
- C. For the purpose of this Agreement, all of the modifications and improvements that are reasonable or necessary to accomplish the objective of the Project between the northeast intersection of 26 Road and Patterson Road through and including the discharge point in Leach Creek near the southwest corner of the Mesa Mall property shall be referred to herein as the "Improvements," and shall include, but not be limited to, all modifications and improvements to the Independent Ranchmen's Ditch being a feature of the Project.
- D. The City desires to obtain GVIC's review and approval of the design of the Project and GVIC's consent to the construction of the Project and its related facilities.

- E. The City desires to enter into an agreement with GVIC for the perpetual maintenance and repair of the Project subsequent to the completion of construction.

NOW THEREFORE, in consideration of the Recitals above, and the mutual covenants and promises set forth below, GVIC and the City agree as follows:

1. Development of Plans and Specifications.

- a. Phase I. Phase I of the Project shall consist of all Improvements from the southwest corner of the Mesa Mall property up to the point as shown on Exhibit B where there is a junction box whereby an existing 54-inch diameter pipe and three 78-inch diameter pipes converge at said junction box. The City has caused to be prepared certain plans and specifications for Phase I identified as Ranchmen's Ditch Flood Control Project, Project Numbers 202F31800 and 2011F31800, hereafter referred to as the "Phase I Plans and Specifications." GVIC has reviewed the Phase I Plans and Specifications, and approves of the same, subject to the following:
- i. The City warrants and represents to GVIC that the Phase I Plans and Specifications have been created, developed and reviewed by its in-house licensed professional engineer(s) and an independent, retained licensed professional engineer(s), said Phase I Plans and Specifications are free from any material errors, defects or omissions, and are sufficiently accurate and suitable for the construction and installation of the Phase I Project. The City may rely on the Colorado Governmental Immunity Act to establish and/or limit its liability under this paragraph to third parties.
- ii. The City acknowledges and agrees that GVIC's review of the Phase I Plans and Specifications, including the review of the same by any consultant engaged by GVIC for such purpose, is solely and only for the use and benefit of GVIC and is not intended, nor shall it be construed to be or constitute GVIC's certification or acceptance thereof as accurate or sufficient, or to be or constitute a waiver, release or other limitation upon the City's warranty as set forth in paragraph 1.a.i. above, or a waiver, release or other limitation on GVIC's right to assert claims against the City or its consultants or engineers responsible for preparing the Phase I Plans and Specifications as a result of any material errors, omissions or defects therein.
- iii. The City may not rely in whole or in part upon GVIC or its consultant's review of the Phase I Plans and Specifications, or the approval of any portion thereof, as a basis to assert negligence or breach of contract, or comparative negligence, on the part of GVIC or its engineer, or as a basis to assert any warranty, representation or other problems on the part of GVIC or its consultant to the City with

respect to the suitability or accuracy of the Phase I Plans and Specifications.

b. Phase II. The City shall engage qualified employees and/or independent consultants to prepare, or cause to be prepared, all designs, plans, specifications, drawings and detail for Phase II of the Project, to be hereafter referred to as the "Phase II Plans and Specifications," for all Improvements and related facilities in connection with Phase II of the Project from the northeast intersection of 26 Road and Patterson Road to Phase I. The Phase II Plans and Specifications must incorporate a design for GVIC's Mainline 260 pipeline, from its point of intersection with the Independent Ranchmen's Ditch and paralleling the newly constructed pipelines along Patterson Road so as to provide irrigation turnouts to current GVIC shareholders property generally described as C&F Food Store, Callahan-Edfast and Barnes & Noble. The design shall be adequate and sufficient to deliver Mainline 260 irrigation water to GVIC shareholders as approved by GVIC in its discretion. Once completed, the Phase II Plans and Specifications shall be submitted to GVIC for its approval. GVIC shall have a reasonable time to review and study the Phase II Plans and Specifications as submitted, including the engagement of such engineers and other consultants as GVIC deems reasonable and necessary to assist it in the review of the Phase II Plans and Specifications. If the Phase II Plans and Specifications are approved, then GVIC shall notify the City of such approval. If the Phase II Plans and Specifications are not approved, then GVIC shall notify the City of such disapproval and provide a written statement describing which portion of the Phase II Plans and Specifications is disapproved and the reason for such disapproval. No construction of Phase II shall commence until such time as the Phase II Plans and Specifications are finally approved by GVIC and/or any asserted disapproval has been resolved. The parties further agree as follows:

- i. The City warrants and represents to GVIC that the Phase II Plans and Specifications will be created, developed and reviewed by its in-house licensed professional engineer(s) or independent, retained licensed professional engineer(s). The City warrants to GVIC that the Plans and Specifications will be accurate and suitable for the construction and installation of the Improvements and related facilities and free from any material errors, defects or omissions. The City may rely on the Colorado Governmental Immunity Act to establish and/or limit its liability under this paragraph to third parties.
- ii. The City acknowledges that GVIC's review of the Phase II Plans and Specifications, including the review of the same by any consultant engaged by GVIC for such purpose, is solely and only for the use and benefit of GVIC and is not intended, nor shall it be construed to be or constitute GVIC's certification or acceptance thereof as accurate or

sufficient, or to be or constitute a waiver, release or other limitation upon the City's warranty set forth in paragraph 1.b.i. above, or a waiver, release or other limitation on GVIC's rights to assert claims against the City or its consultants or engineers responsible for preparing the Phase II Plans and Specifications as a result of any material errors, omissions or defects therein.

- iii. The City may not rely in whole or in part upon GVIC or its engineer's review of the Phase II Plans and Specifications, or the approval or disapproval of the same, as a basis to assert negligence or breach of contract on the part of GVIC or its engineer, or any warranty, representation or other promise on the part of GVIC to the City with respect to the suitability or accuracy of the Phase II Plans and Specifications.

2. Consent. Subject to the terms and conditions of this Agreement, and conditioned on GVIC's approval, GVIC consents to the City's design, construction and maintenance of the Project over, under and across the real property described on Phase I Plans and Specifications and Phase II Plans and Specifications, the area of which shall be hereinafter referred to as the "Project Area." The Parties acknowledge and agree that GVIC is giving its consent without warranty, express or implied, as to the merchantability of GVIC's title to the Canal Facilities in the Project Area, or the suitability of the Canal Facilities in the Project Area for any use or purpose permitted under this Agreement.

3. Use of the Project Area. The use of the Project Area shall be solely for the construction, repair and maintenance of the Project. The City acknowledges that GVIC will need ingress and egress to the Project Area both during and subsequent to construction for the purpose of inspecting construction, reviewing and inspecting the City's maintenance of the Project Improvements, and to provide for GVIC's administration of the delivery of irrigation to its shareholders. GVIC does hereby specifically reserve and except to itself all non-exclusive rights of ingress and egress to and from the Project Area at whatever points deemed reasonable and necessary by GVIC, and the City does hereby grant such rights of access to GVIC.

4. Construction.

- a. The Work. The City shall perform, contract or engage, or obtain or otherwise provide for, all labor, materials, equipment, supplies, permits, licenses, rights-of-way or easements that are reasonable or necessary for the commencement and completion of the Project and all Improvements related thereto, including easements or rights-of-way for maintenance and repair thereof, in accordance with the Phase I and II Plans and Specifications, hereafter referred to as the "Work."
- b. Construction Schedule. Prior to the commencement of any Work, the City shall provide GVIC with a construction schedule, including the anticipated

times, dates or points of construction requiring inspection by any governmental entity having jurisdiction over the Work, including the City.

- c. Commencement, Completion and Construction. Work on Phase I shall commence on March 5, 2007, and work associated with the existing 54" pipe and GVIC concrete administrative control point at Leach Creek shall be completed on or before noon March 14, 2008. If the City elects to relocate the 54" pipe in 2007, prior to irrigation season, work on all GVIC structures shall be completed prior to noon, March 20, 2007. The timing, sequence and staging of the Work shall be coordinated with GVIC and shall be subject to GVIC approval to assure that all Work does not interfere with GVIC's use, operation and maintenance of the Independent Ranchmen's Ditch, and that the Project will be completed by the construction dates set forth above. All construction of Project Improvements affecting, indirectly or directly, the use, operation and maintenance of the Independent Ranchmen's Ditch, shall be scheduled and completed during the non-irrigation season. The commencement, completion and construction schedule for Phase II shall be determined at such time as the Phase II Plans and Specifications are developed by the City and approved by GVIC, and all construction of said Phase II Project Improvements shall occur during non-irrigation season.
- d. Conditions of Construction.
 - i. All construction shall be strictly in conformance with the Phase I and II Plans and Specifications, shall be pursued with diligence and in a good and workmanlike manner, and shall comply with all laws, ordinances, rules, regulations and orders of any applicable governmental authority bearing on the performance of the Work, including any applicable building or construction codes. Any Work not conforming thereto shall be corrected by the City immediately at its sole expense.
 - ii. The City shall pay all costs, expenses, fees, or other disbursements which are reasonable or necessary for the performance of the Work in a timely manner.
 - iii. The City shall be solely responsible for all construction means, methods, techniques and sequences and procedures, subject to the City's obligation to coordinate with GVIC, and to complete all Work in accordance with this Agreement. The City shall further be solely responsible for obtaining or contracting for all labor, materials, equipment, tools, machinery, utilities, transportation and other services necessary for the proper execution and completion of the Work, and shall be solely and absolutely obligated to pay any costs or expenses therefor.

- iv. The City shall ensure that all employees or subcontractors performing the Work shall at all times observe and conduct themselves in a disciplined and professional manner. The City shall not employ or engage any person, contractor or subcontractor, or suffer or permit the employment of any employee of any contractor or subcontractor that is unfit or not skilled for the task assigned to him/her. The City shall furthermore be responsible for initiating, maintaining and supervising reasonable safety precautions and programs in connection with the Work to prevent bodily injury, death or property damage to any employees, subcontractors or members of the general public, or damage to the Canal Facilities or any property adjoining the Canal Facilities.
- v. The City shall not cause or suffer any mechanic's lien or other encumbrance to be placed upon the Project Area, or any aspect of the Canal Facilities in connection with the performance of the Work or any operation, repair and maintenance of the Improvements thereafter. In the event any mechanic's lien or other encumbrance is asserted or filed on the Project Area, the City shall immediately cause a removal thereof by bond under the Colorado Mechanic's Lien Act.
- vi. At all times during performance of the Work, the City shall keep the Project Area and the Canal Facilities free from the accumulation of waste materials or rubbish. Upon completion of any Improvements, the City shall remove all waste material and rubbish from the Project Area and the Canal Facilities, as well as all tools, construction equipment, machinery and surplus machinery and, to the extent that the City disturbs any Canal Facilities or other property adjacent to the Improvements, to restore the land adjacent to the Canal Facilities to the condition existing prior to the commencement of construction, except as is specifically provided in the Phase I or Phase II Plans and Specifications.
- e. Subcontractors. The City shall cause each contractor and subcontractor to maintain insurance against claims and liabilities arising under the laws of the State of Colorado pertaining to workers' compensation, unemployment compensation and occupational diseases. Prior to the commencement of the Work, the City shall provide to GVIC certificates of insurance showing such coverage in effect and also providing that such insurance will not be canceled or modified except upon thirty (30) days' written notice to GVIC.
- f. Notice of Inspection; Covering of the Work. The City shall give GVIC timely notice of readiness for inspection of any aspects of the Project Improvements or any features thereof that require inspection by any governmental entity having authority over the same, or on which GVIC or its engineer requests inspection. For any aspect of the Work requiring

inspection by the City or its engineers, the City shall furnish GVIC with any required certificates of inspection, testing or approval. The conduct of any inspections, tests or approvals by GVIC or its engineer shall not relieve the City from any obligation under this Agreement. The City shall not cover up or backfill any aspect of the Work requiring inspection, testing or approval, whether by GVIC, its engineer, or the City or its engineer prior to such inspection. If any aspect of the Work is covered up or backfilled contrary to the provisions hereof, or before it has been inspected, tested or approved, or in the event the City fails to deliver any required documentation of inspection, testing or approval, then GVIC or its engineer may order the uncovering of such items in order to conduct such observation, inspection, testing or approval at the City's expense.

- g. Reimbursement of GVIC's Costs and Consulting Fees. The City agrees to reimburse GVIC up to \$50,000.00 for the out-of-pocket and internal administrative costs it incurs to review the Phase I and II Plans and Specifications, to develop this Agreement and for ongoing observation, inspection and consultation in connection with the construction of the Project, whether requested by the City or initiated by GVIC. Such costs shall include fees charged to GVIC by its consulting engineer and legal counsel, and, in addition, the time for GVIC administrative staff. Compensation is agreed to be at the rate of \$45.00 per hour for GVIC administrative staff, legal services at \$200.00 per hour and GVIC's engineer at the prevailing rate of \$55.00 to \$72.00 per hour. The City shall reimburse GVIC for such costs within thirty (30) days following GVIC's submittal of an invoice for the same, attaching supporting invoices and documentation. The City shall pay GVIC's costs for the foregoing incurred prior to the formal execution of this Agreement.
5. City's Obligation to Operate, Maintain and Repair.
 - a. Agreement to Operate, Maintain and Repair. Following substantial completion of the Project, the City agrees at its sole cost and expense to perpetually maintain and repair the Project Improvements and any Canal Facilities modified or changed as a part thereof, including all features, facilities and structural components thereof, and that portion of the existing 54" pipe that runs through the Mesa Mall property so that they function and perform according to their intended uses and according to the Phase I and II Plans and Specifications, and in such a manner that they do not interfere with GVIC's use, operation, control and enjoyment of the Independent Ranchmen's Ditch and the delivery of irrigation to GVIC's shareholders, including any seasoning, testing and correctional work related thereto. All repairs, maintenance, seasoning and correctional work performed by the City shall be coordinated with GVIC, and shall be undertaken and completed during the non-irrigation season, and shall not interfere with GVIC's operation, maintenance and control or use of the Canal Facilities.

- b. Discharge from Adjoining Properties. Nothing contained herein shall alter, limit or affect GVIC's right to control, monitor or permit, on terms acceptable to GVIC, storm or other discharges into the Canal Facilities including the Independent Ranchmen's Ditch. For the purpose of this Agreement, property adjoining the Project shall include land lying north and south of Patterson Road between 26 Road and 24½ Road. The northern limit would be Leach Creek and the southern limit would be that which can drain back to the Project. This paragraph shall apply to discharge from subdivisions permitted by GVIC, including commercial and residential subdivisions that are developed subsequent to the construction of the Project.

- c. No Unreasonable Interference. The City's operation, maintenance and repair of the Improvements shall not unreasonably interfere with GVIC's use of the Project Area or the operation, maintenance and repair of the Canal Facilities related thereto. In further explanation of this subparagraph, the Parties agree as follows:
 - i. Irrigation Season. During the irrigation season (April 1 to October 31), the parties agree that it shall be an unreasonable interference for the City's operation, maintenance and repair of the Improvements to be conducted below water level, or to affect the water flowing in that part of the Project Improvements affecting the flow of water to GVIC's shareholders, or to involve the excavation or penetration of the Improvements or the Canal Facilities related thereto, in, under or upon the Project Area, or to block or obstruct or close the passage of equipment, personnel or vehicles upon any Canal Access Road for any period in excess of eight (8) hours per day or for more than one (1) day per week or to cause or threaten structural failure or instability of the Canal Facilities or the Improvements, except for emergency situations defined below.

 - ii. Non-irrigation Season. During the non-irrigation season (November 1 through March 31), GVIC and the City shall coordinate their respective operations, maintenance or repairs to the Improvements and the Canal Facilities related thereto so as to avoid any conflict in the respective activities of the City and GVIC in regard to the operation, repairs or maintenance of the Improvements or the Canal Facilities related thereto or the running of GVIC's domestic water right during the non-irrigation season. All repair or maintenance work performed in the non-irrigation season shall be completed on or before March 15 of such year.

 - iii. Emergency Situations. An emergency situation shall be deemed to mean any event, including a break, leak or failure for any reason in the Improvements or the Canal Facilities related thereto that creates a

danger to persons, property and/or the environment as reasonably determined by the City, any governmental entity or agency having or asserting jurisdiction thereof or GVIC. In the event of an emergency situation, the City and/or GVIC and/or other governmental entity or agency shall immediately undertake such action as is reasonable or necessary to commence repair of the Improvements or Canal Facilities related thereto as the case may be, and to diligently pursue repair efforts so as to eliminate, minimize and reduce the actual or threat of loss or damage to persons, property and/or the environment.

- iv. Disagreements. In the event there is a disagreement as to whether or not the City's operation, maintenance or repair of the Project is or is not an unreasonable interference with GVIC's use, operation and maintenance of the Improvements or the Canal Facilities related thereto, then either party may petition the Mesa County, Colorado District Court for a declarative determination of such issue.

6. Indemnity. To the fullest extent permitted by law, the City shall indemnify and hold GVIC harmless against any and all loss, liability, claim or damage, including, but not limited to, claims for bodily injury, property damages or death, arising out of or resulting from the Phase I and II Plans and Specifications, construction, installation, seasoning, testing, and maintenance or repair of the Improvements, including, but not limited to, any loss or liability resulting from errors, omissions or defects in the Phase I and II Plans or Specifications. This indemnity shall include all claims based on the acts or omissions of the City and its agents and employees, and all persons or entities engaged by the City for any aspect of the Project, including the creation of the Phase I and II Plans and Specifications and any contractor, subcontractor or other person or entity engaged for the purpose of construction Project Improvements or repairing, maintaining or operating the Project. This indemnity shall also include GVIC's reasonable attorney's fees paid or incurred to investigate, negotiate, mediate, litigate or settle any claim, whether pending or threatened, indemnified hereunder. This indemnity shall further include any claims brought by members of the general public or adjoining property owners.

7. Default and Remedies. Time is of the essence for the performance of the City's obligations pursuant to this Agreement. A default shall be deemed to have occurred on the part of the City in the event the City, including its agents, employees, contractors and consultants, shall fail or refuse to perform any task, duty or other obligation provided in this Agreement following seven (7) business days' written notice of such failure or refusal. In the event of a default on the part of the City, including its agents, employees or contractors, GVIC may, in its sole and absolute discretion, and without limitation on any other remedies available to GVIC, undertake the following action:

- a. Terminate and/or suspend use of the Canal Facilities and Project Area;

- b. In the event of a default on the part of the City that shall cause or threaten any interruption in delivery of irrigation water to GVIC shareholders, then GVIC may undertake such self-help remedy as GVIC deems reasonable or necessary to restore irrigation water deliveries to its shareholders, including, but not limited to, taking physical possession of the Project Area, or so much thereof as it necessary, and restore the same to a condition ready to receive and deliver irrigation water to GVIC shareholders, which may entail the use of GVIC's personnel or equipment or the engagement of independent parties or contractor's to accomplish such purpose or objective;
 - c. Undertake such actions as GVIC determines reasonable and necessary to cure any nonperformance or noncompliance by the City, including but not limited to, taking physical possession of the Project Area and all material, equipment, tools and other things thereon to complete any or all portions of the Improvements, or the undertaking of seasoning, testing and corrective work to the Improvements, or the undertaking of repairs and/or maintenance thereto, which may entail the use of GVIC's personnel or equipment or the engagement of independent parties or contractor's to accomplish such purpose or objective; and/or,
 - d. To commence legal proceedings for the recovery of any sums due GVIC, including compensatory damages and/or for injunction or specific performance as is appropriate in the circumstances. The recovery of sums due shall include, but not limited to, any consulting costs and expenses or any other fees paid or incurred by GVIC in exercising its remedies hereunder, including GVIC's use of its own equipment and personnel, GVIC's internal administrative expenses and the fees and payments to any independent contractor or party engaged for the purposes and objectives described above.
8. Miscellaneous.
- a. Benefit. The terms of this Agreement shall inure to the benefit of and be binding upon the Parties and their successors, legal representatives and assigns.
 - b. Legal Proceedings. In the event GVIC or the City seek to enforce any term or provision of this Agreement by legal proceedings, then the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees and costs for the same.
 - c. Notice. Whenever required hereunder, notice shall be deemed sufficiently given if in writing, upon mailing, United States mail, postage prepaid, certified and return receipt requested, to the Parties addresses set forth below:

GVIC : 688 26 Road, Grand Junction, Colorado 81506

City : 250 North 5th Street, Grand Junction, Colorado 81501

- d. Integration. This Agreement is intended be the full, complete and integrated expression of the Parties' agreements in regard to the subject matter hereof, all prior agreements, negotiations and discussions being merged herein.

Exhibit A
Project Overview Memo

Project Overview
Ranchmen's Ditch Drainage
Improvement Project – "Big Pipe"

TO: Grand Valley Irrigation Company
FROM: Bret Guillory, Utility Engineer
DATE: October 16, 2006
SUBJECT: Overview of Big Pipe Project

BACKGROUND

The "Big Pipe" project is proposed to reduce the potential for flooding and remove large commercial areas, including Grand Mesa Center, Valley Plaza Shopping Center, and restaurant row along the south side of Mesa Mall, from the 100 year flood plain. The project will include construction of detention basins in the upper reaches of the basin and improving conveyance systems through the lower portions of the basin.

While designing the detention ponds in the upper portion of the drainage basin, the consultant doing the engineering studies for the City discovered mistakes in the information the Federal Emergency Management Agency (FEMA) used when mapping the 100 year flood plains in the late 1980's. The new figures indicate that the amount of water from a 100-year flood would be roughly three times what FEMA figures originally indicated. Following a meeting with FEMA in 2002, the City agreed to file a Conditional Letter of Map Revision (CLOMR) with FEMA, and within two years build the additional structures to handle the design floodwater. A CLOMR is used to assure the City that FEMA will agree to the proposed map revisions provided these improvements are constructed. The City of Grand Junction applied for a CLOMR for the Ranchmen's Ditch Drainage in March of 2005. The CLOMR was received from FEMA in October 2005.

Current plan is to have construction of the "Big Pipe Project" take place in two phases. The first phase includes improvements to the drainage from the confluence with the Colorado River through the Mesa Mall property terminating just east of 24½ Road near the Barnes & Noble Book Store. The second phase of the project includes improvements to the open channel section of the Independent Ranchmen's Ditch along Patterson Road from Barnes & Noble to the intersection of 26 Road and Patterson Road.

Phase one of the project is scheduled to be under construction starting in the winter 2006/2007, with completion of the improvements during the second phase of construction ending winter of 2007/2008.

PROJECT

The project to mitigate the flooding potential includes construction of three detention basins. A two stage detention basin in the Ranchmen's Ditch drainage will be located along the east side of the airport. Another detention basin is proposed on the BookCliff Country Club property just north of G Road. Design of the Ranchmen's Ditch detention ponds is complete and construction of the ponds will take place with the first phase of the project.

There is a large portion of the tributary basin for the Ranchmen's Ditch drainage that is located below the proposed detention basins. Because of this, the proposed upper basin detention facilities will not be able to detain an adequate amount of storm runoff to mitigate all of the flooding in the existing conveyance system downstream. To address this, the City is designing a new conveyance system known as the 'Big Pipe Project' that will safely convey the remaining storm flows through the lower portions of the drainage basins and ultimately to the outfall at Leach Creek and the Colorado River. The "Big Pipe" project consists of improving the existing open ditch and piped portions of the Ranchmen's Ditch conveyance system. The project starts as an open ditch northeast of the intersection of 26 Road and Patterson Road. At Patterson Road, Ranchman's ditch enters a corroding 84" CMP which will either be lined or removed and replaced. About 700 feet west of 26 Road, along the south side of Patterson Road, the 84" CMP transitions to a 48" RCP, which will be paralleled by a 72" RCP from that point to 25½ Rd. At 25½ Rd., the drainage enters an open ditch, and continues west along the south side of Patterson Road to the Barnes & Noble Book Store (2451 Patterson). At this point the open ditch will be replaced with two 90 inch pipes that will continue from 25 ½ Road to Barnes & Noble book store.

At Barnes & Noble, the Ranchman's Ditch enters an existing single 54" diameter pipe, which crosses under 24½ Road and continues west around the south side of Mesa Mall, north of the ring road, through the parking lot. The "Big Pipe" project will parallel the existing 54" pipe with three 78" pipes that will be installed just north of the Mesa Mall ring road and south of the existing 54". There will be a portion of the 54" pipe near the Krispy Kream donut shop that will need to be relocated to facilitate construction of the 78" pipes. The three 78" pipes will discharge to Leach Creek near the southwest corner of the Mall property north of I-70B. The Leach Creek channel will be improved from I-70B to the confluence with the Colorado River to allow conveyance of the design storm event from both the Ranchmen's Ditch drainage and the Leach Creek drainage.

FUNDING

We have estimated the cost of the project at \$13.5 million. The City of Grand Junction has budgeted funds in the amount of \$10.5 million and received a Pre Disaster Mitigation Grant (PDM) from FEMA for \$3 million, the balance of the project.

PROJECT MILESTONES

1. Receive CLOMR from FEMA October, 2005
2. Receive Pre-Disaster Mitigation Grant award from FEMA (June, 2006)
3. Advertise for bids and award phase one of the project (November/December, 2006)
4. Begin construction of phase one (December, 2006)
5. Advertise for bids and award phase two of the project (October/November, 2007)
6. Begin construction of phase two (November, 2007)
7. Complete construction of the "Big Pipe" Project (Spring, 2008)

Attach 18

**Public Hearing – The Preliminary Plan and Planned Development for Fairway Villas
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Preliminary Development Plan and Planned Development Ordinance – Fairway Villas – 2065 South Broadway					
Meeting Date	February 7, 2007					
Date Prepared	January 29, 2007				File # PP-2006-208	
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		Consent X Individual Consideration

Summary: Request for Preliminary Subdivision Plan and Planned Development Ordinance approval for the proposed Fairway Villas residential subdivision located at 2065 South Broadway.

Budget: N/A

Action Requested/Recommendation: Hold a public hearing and consider final passage of the Planned Development Ordinance and Preliminary Subdivision Plan approval for Fairway Villas.

Background Information: See attached Staff Report/Background Information

Attachments:

- Site Location Map / Aerial Photo Map
- Future Land Use Map / Existing City and County Zoning Map
- Planned Development Ordinance
- Exhibit A - Preliminary Subdivision Plan

BACKGROUND INFORMATION

Location:		2065 South Broadway		
Applicants:		Redlands Investment Properties LLC, Owners		
Existing Land Use:		Vacant land		
Proposed Land Use:		46 lot single-family residential subdivision		
Surrounding Land Use:	North	Tiara Rado Golf Course (Driving Range)		
	South	The Seasons residential subdivision and Tiara Rado Golf Course (10 th hole and fairway)		
	East	Monument View Ranch Subdivision (Residential)		
	West	The Beach (Swim and Fitness Club)		
Existing Zoning:		PD, Planned Development		
Proposed Zoning:		N/A		
Surrounding Zoning:	North	CSR, Community Services and Recreation		
	South	PD, Planned Development and CSR, Community Services and Recreation		
	East	RSF-E, Residential Single-Family - Estate		
	West	AFT (County Zoning)		
Growth Plan Designation:		Residential Medium High (8 – 12 DU/Ac.)		
Zoning within density range?		X	Yes	No

ANALYSIS:

1. Background:

The proposed forty-six (46) lot residential subdivision located at 2065 South Broadway consists of 11.8 acres and is located adjacent to Tiara Rado Golf Course and The Seasons residential subdivision and will have a maximum density of 3.9 units per acre. The current zoning of PD, Planned Development was established upon annexation in 1994. The original annexation ordinance incorporated the standards established with the original Planned Unit Development (PUD) approved by Mesa County and established an overall density for The Seasons and this property to not exceed 4.4 units per acre. The current Growth Plan Map and designation of Residential Medium High indicates this parcel of land could have a density range of 8 – 12 dwelling units per acre. This designation was put in place to recognize the ability for the property to be developed at higher density, however, since the original PUD and the subsequent annexation zoning ordinance predates the establishment of minimum density requirements with the 2000 Code changes, the Planning Commission and City Council found that the proposal to develop at 3.9 units per acre is consistent with the Growth Plan. The Planning Commission and City Council reviewed this Growth Plan Consistency Review application in May, 2006 and found the proposed density is consistent with the Growth Plan (City file # GPC-2006-116).

The proposed development will take access from South Broadway in two (2) locations, at the north and east. The interior street network was approved under the Alternative Street Standards per Chapter 15 of the TEDS Manual (Transportation Engineering Design Standards) and includes sidewalk on only one (1) side of the street, but the subdivision does include open space trails that meander throughout the proposed subdivision and also along South Broadway. On-street parking would be signed to be allowed on only one-side of the street with a minimum proposed street width of 22' from flowline to flowline which meets Fire Department standards.

The proposed subdivision development will also necessitate changes to the 10th fairway of Tiara Rado Golf Course to help mitigate golf balls from impacting the development. The developer has agreed to pay the City for costs associated to enlarge the sand bunker at the green, move the fairway landing area to be straight away (lengthening the hole before the dogleg left) and installing numerous large trees along the property line between the proposed homes and the fairway to discourage golfers from attempting to “cut the corner.” It is important to note that there will always be golf balls that will be errant and land in the subdivision and that the developer will relay this information to the potential home buyers and also state in the proposed subdivision covenants.

The developer is proposing to install a split-rail fence and required landscaping adjacent to South Broadway in a separate tract that would be owned and maintained by the

home owners association. In keeping with the open space feel of the subdivision, no six foot (6') tall solid fencing or any height solid fencing or wall will be allowed along property lines adjacent to the proposed open space tracts (Tracts A, B, C, D & E). Split rail fencing would be allowed however, adjacent to the proposed open space tracts with a maximum height of 3.5'.

2. Consistency with the Growth Plan:

The proposed development meets the goals and policies of the Growth Plan and Future Land Use Map (See Background Information). The area is currently zoned PD, Planned Development with the Growth Plan Future Land Use Map showing this area as Residential Medium High (8 – 12 DU/Ac.).

3. Section 2.8 B. 2. of the Zoning and Development Code:

A Preliminary Subdivision Plan can only be approved when it is in compliance with all of the following criteria:

- a. The Growth Plan, Grand Valley Circulation Plan, Urban Trails Master Plan and other adopted plans.

The proposed development meets the goals and policies of the Growth Plan, Grand Valley Circulation Plan and Urban Trails Master Plan. The developer is proposing off-street trails throughout the subdivision along with the dedication of a pedestrian easement adjacent to the Redlands Canal.

- b. The Subdivision standards of Chapter Six.

The proposed development is in compliance with the design standards of Chapter Six of the Zoning and Development Code.

- c. The Zoning standards contained in Chapter Three.

The proposed development is in compliance with the underlining default zoning district of RMF-8 as specified in Chapter 3 with the exception of Lot 16, Block 1, which does not meet the minimum lot width requirement of 40' at the front setback line. Per Section 3.2 C. of the Zoning and Development Code, the minimum lot width can be varied by the Planning Commission on irregularly shaped lots. As proposed by the developer, Lot 16, Block 1 is around 35' in width at the front setback line. The Planning Commission was supportive of the applicants request to vary the minimum lot width as the lot has an adequate building envelope, is at the end of a cul-de-sac and is over 10,600 sq. ft. in

size which exceeds the minimum requirement of 4,000 sq. ft. in the RMF-8 zoning district.

- d. Other standards and requirements of this Code and all other City policies and regulations.

The proposed development meets or exceeds all other applicable standards and requirements of the Zoning and Development Code and other City policies and regulations. The development also is in compliance with the development standards of Chapter Five, PD, Planned Development.

- e. Adequate public facilities and services will be available concurrent with the subdivision.

All required public facilities are either available or will be constructed with the proposed development.

- f. The project will have little or no adverse or negative impacts upon the natural or social environment.

There have been no adverse or negative impacts upon the natural or social environment that have been identified with the proposed development.

- g. Compatibility with existing and proposed development on adjacent properties.

The proposed development is compatible with existing residential development to the south (The Seasons). The proposed development is compatible with the residential densities as identified in the Growth Plan and Future Land Use Map. In fact, the developer is actually proposing a less dense development than what the Growth Plan would allow.

- h. Adjacent agricultural property and land uses will not be harmed.

Adjacent properties will not be harmed by this development as the proposal is for residential detached single-family homes adjacent to current single-family home development.

- i. Is neither piecemeal development nor premature development of agricultural land or other unique areas.

The proposed single-family residential development is neither piecemeal nor premature development of agricultural land or other unique areas.

- j. There is adequate land to dedicate for provision of public services.

Adequate land for public services has been provided for the development.

- k. This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities.

The City will not incur an undue burden for maintenance or improvement of land and/or facilities as a result of the proposed residential development. The developer has agreed to pay the City for costs associated with proposed changes to the 10th fairway of Tiara Rado Golf Course to help mitigate golf balls from impacting the development.

4. Section 2.12 C. 2. of the Zoning and Development Code:

In conjunction with the Preliminary Plan, a new PD Ordinance is being proposed. The proposed PD Ordinance establishes the RMF-8 Zoning District as the default zone and identifies specific deviations. The following review criteria must be considered:

- a. The ODP review criteria in Section 2.12 B;

The proposed Preliminary Plan meets or exceeds the approval criteria for an Outline Development Plan as specified in Section 2.12 B.

- b. The applicable Preliminary Subdivision Plan criteria in Section 2.8 B;

See Item # 3 in Staff Report.

- c. The applicable Site Plan Review criteria in Section 2.2 D. 4;

N/A. The application is for a Preliminary Plan, not a Site Plan Review.

- d. The approved ODP, if applicable;

N/A. The applicant has submitted a Preliminary Plan for review and approval, and not an Outline Development Plan.

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

The property is currently zoned PD, Planned Development. The proposed PD Ordinance will establish the RMF-8 Zoning District as the underlining default zoning district for the Fairway Villas subdivision.

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

The proposed subdivision development will have a density of 3.9 units per acre. The Planning Commission and City Council reviewed the Growth Plan Consistency Review application in May, 2006 and found the proposed density is consistent with the Growth Plan (City file # GPC-2006-116).

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

The proposed subdivision is 11.8 acres in size.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Fairway Villas application, PP-2006-208 for Preliminary Plan approval, the Planning Commission made the following findings of fact and conclusions:

4. The proposed Preliminary Plan is consistent with the goals and policies of the Growth Plan and Future Land Use Map.
5. The Preliminary Plan is consistent with the purpose of Section 2.8 B. 2. and 2.12 C. 2. of the Zoning and Development Code.
6. The required 40' lot width at the front setback line for Lot 16, Block 1 to be reduced to 35' in accordance with Section 3.2 C. of the Zoning and Development Code.

RECOMMENDED PLANNING COMMISSION MOTION:

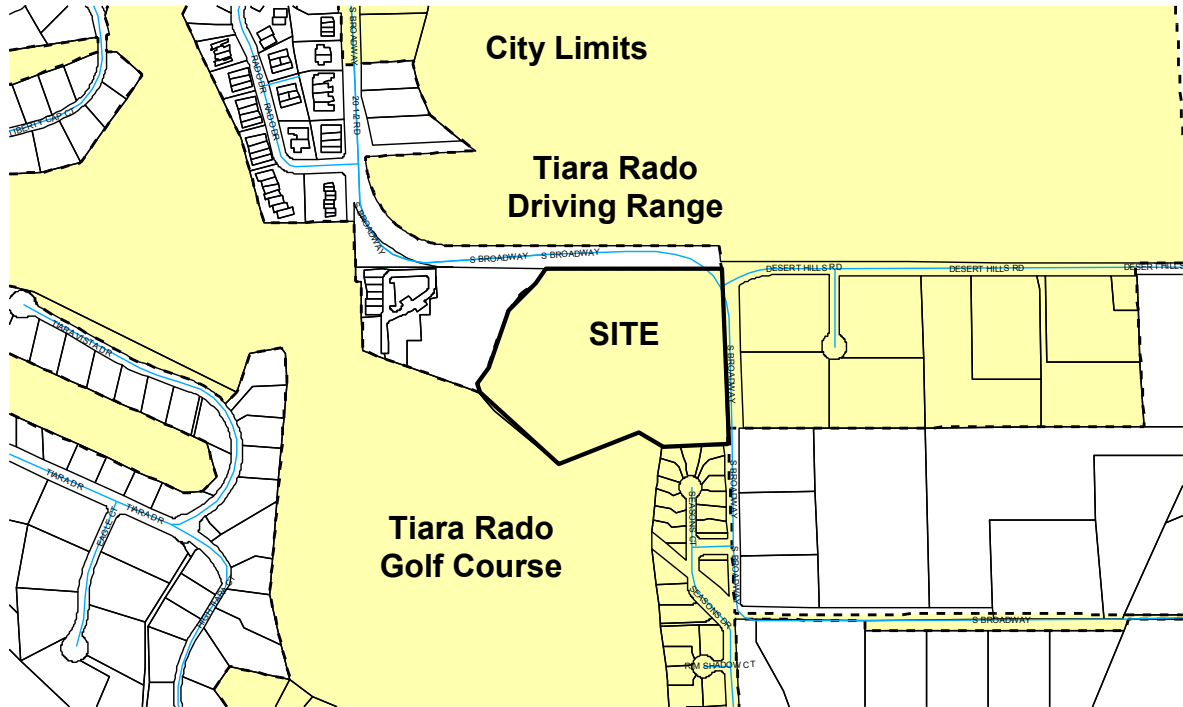
The Planning Commission recommends that the City Council approve the Preliminary Subdivision Plan for Fairway Villas, file number PP-2006-208, and PD, Planned Development Ordinance with the findings of fact and conclusions listed in the staff report.

Attachments:

Site Location Map / Aerial Photo Map
Future Land Use Map / Existing City and County Zoning Map
Planned Development Ordinance
Exhibit A - Preliminary Subdivision Plan

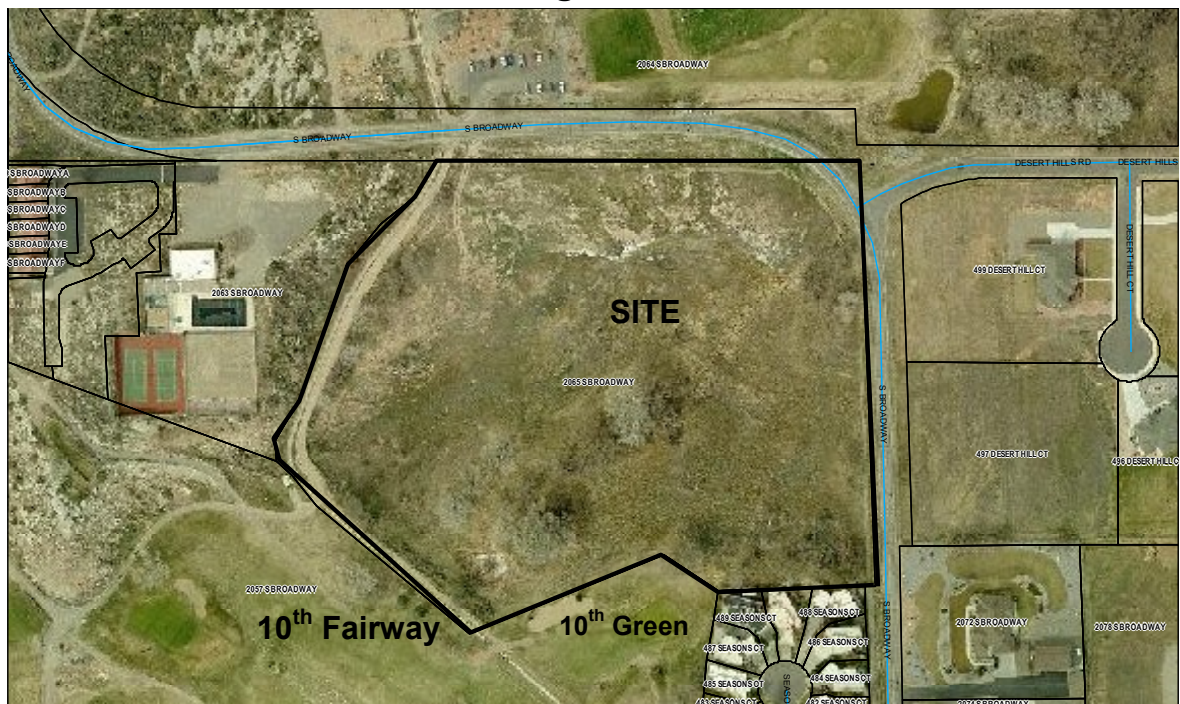
Site Location Map – Fairway Villas

Figure 1



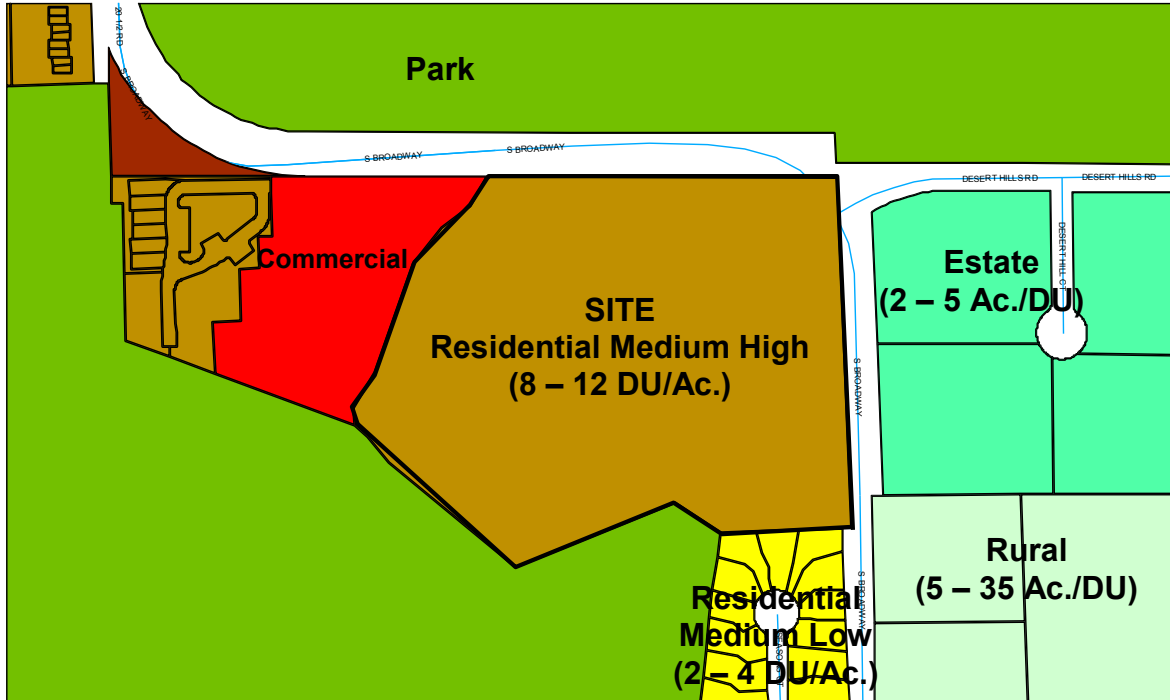
Aerial Photo Map – Fairway Villas

Figure 2



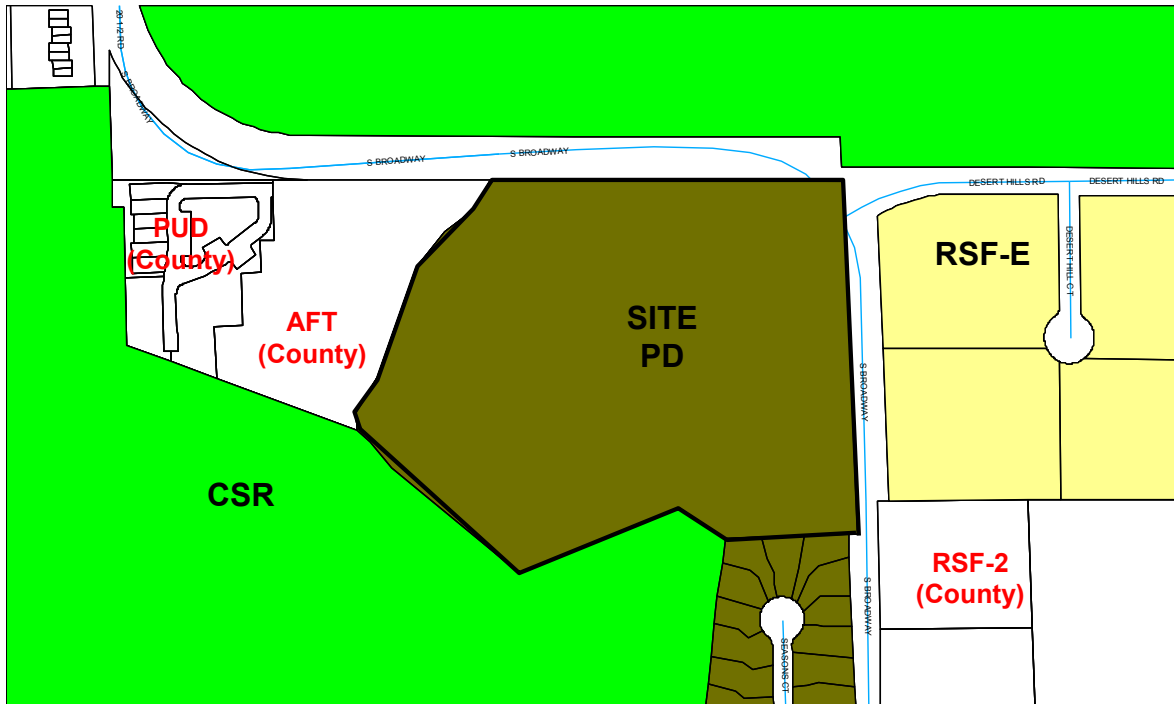
Future Land Use Map – Fairway Villas

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."

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING STANDARDS FOR THE PLANNED DEVELOPMENT (PD) ZONE DISTRICT AND PRELIMINARY DEVELOPMENT PLAN FOR THE FAIRWAY VILLAS SUBDIVISION LOCATED AT 2065 SOUTH BROADWAY

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 Preliminary Plan for the Fairway Villas subdivision with an existing zoning of PD, Planned Development 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 subdivision meets the criteria found in Section 2.8 and Chapter Five of the Zoning and Development Code.

After due consideration, the Planning Commission forwarded a recommendation to City Council to adopt the proposed Preliminary Plan and PD Ordinance. The City Council finds that the request meets the goals and policies set forth in the Growth Plan and the requirements of the Zoning and Development Code.

This PD Ordinance will establish the default zoning district, RMF-8, Residential Multi-Family – 8 units/acre.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT: the proposed Fairway Villas residential subdivision more particularly described in Community Development Department file PP-2006-208 shall be consistent with the approved Preliminary Plan (Exhibit A) and shall be subject to the following:

Allowed Uses:

Restricted to the uses allowed in the RMF-8 zone district with the following modification:

Single-family detached units only, no attached, duplex, or multi-family units allowed.

Deviations from Bulk Standards:

Shall meet the bulk standards of the RMF-8 zone district with the following modifications:

1. Lot 16, Block 1, was approved by the Planning Commission in accordance with Section 3.2 C. of the Zoning and Development Code to reduce the required 40' lot width at the front setback line to have a minimum lot width of 35' +/-.
2. Six foot (6') tall solid fencing or any height solid fencing or wall will not be allowed along property lines adjacent to the proposed open space tracts (Tracts A, B, C, D & E). Split rail fencing would be allowed adjacent to the proposed open space tracts with a maximum height of 3.5'.
3. Proposed density shall not exceed 4.4 units per acre.

INTRODUCED on first reading on the 17th day of January, 2007 and ordered published.

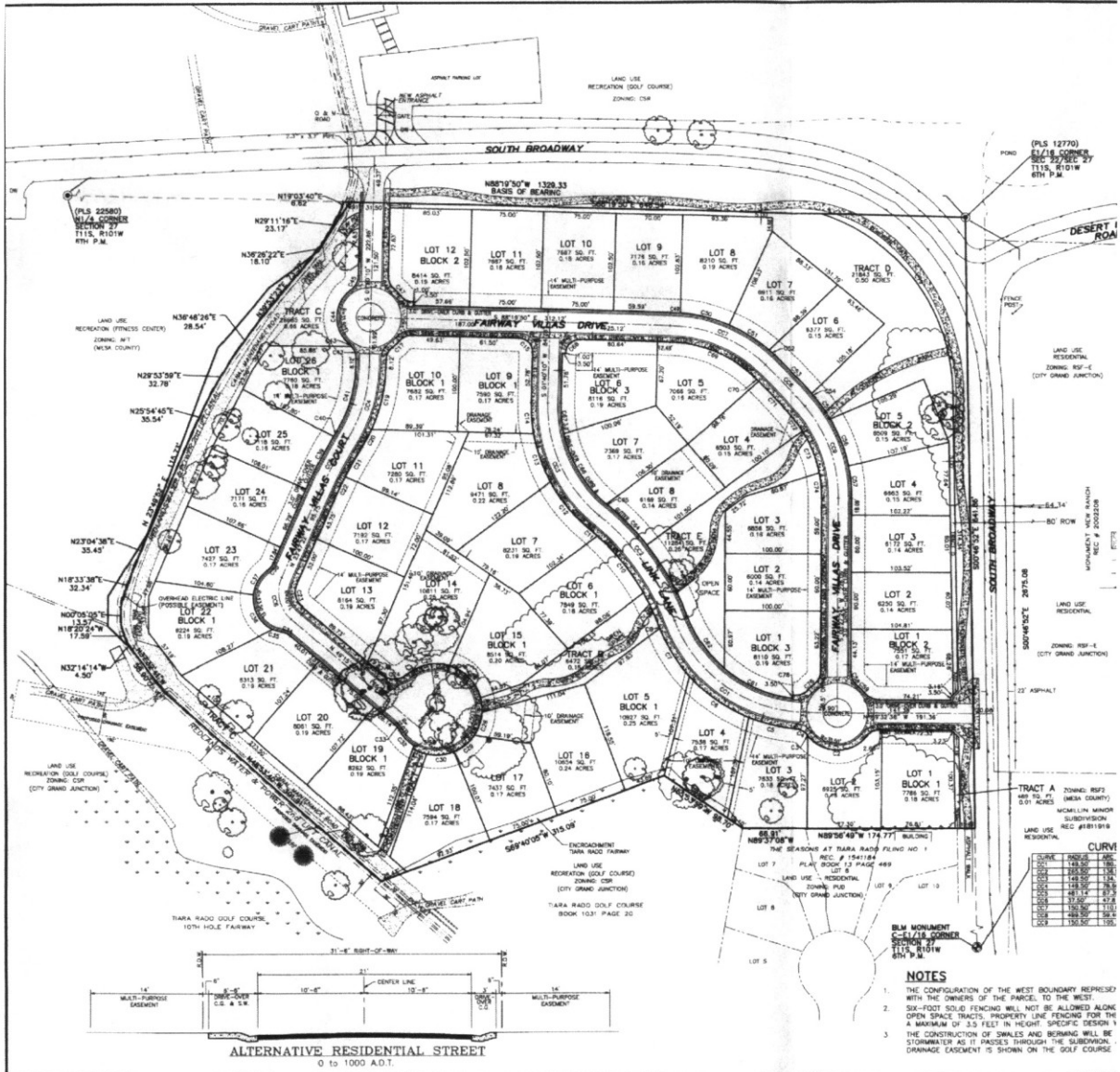
ADOPTED on second reading this _____ day of _____, 2007

ATTEST:

President of Council

City Clerk

EXHIBIT "A"



Attach 19

**Public Hearing – Amending the PD Zoning of the Hilltop Commons Cottages
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Amending the Hilltop Commons Cottages Planned Development Zoning					
Meeting Date	February 7, 2007					
Date Prepared	January 31, 2007				File PP-2006-250	
Author	Kristen Ashbeck		Senior Planner			
Presenter Name	Kathy Portner		Assistant Community Development 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: Request for an amended Planned Development zoning ordinance and Preliminary Development Plan for revision and expansion of The Commons, located at 625 27 ½ Road, to include additional property and change the proposed use within the project.

Budget: N/A

Action Requested/Recommendation: Hold a Public Hearing and consider final passage of the proposed amended Planned Development zoning ordinance and Preliminary Development Plan.

Background Information: See attached Staff Report/Background Information

Attachments:

- Location and Aerial Photo Maps
- Future Land Use and Zoning Maps
- Original Approved Preliminary Development Plan
- Minutes of Planning Commission Hearing – Not Available as of 2/1/07
PC Recommended Approval on Consent on January 23, 2007
- Amended Planned Development Zoning Ordinance
- Proposed Amended Preliminary Development Plan

BACKGROUND INFORMATION				
Location:		625 27-1/2 Road		
Applicants:		Owner: Hilltop Health Services Developer: Same Representative: Patrik Davis Associates, John Elo		
Existing Land Use:		Assisted Living Facility, Duplex Cottage Units and Vacant		
Proposed Land Use:		Same with Additional Cottage Units		
Surrounding Land Use:	North	Church and Multifamily Residential (Nellie Bechtel)		
	South	Attached and Detached Single Family Residential		
	East	Detached Single Family (Spring Valley)		
	West	Detached Single Family		
Existing Zoning:		Planned Development (PD) and Residential Multifamily 8 units per acre (RMF-8)		
Proposed Zoning:		All Planned Development		
Surrounding Zoning:	North	RMF-8		
	South	RMF-8		
	East	RMF-5		
	West	RMF-8		
Growth Plan Designation:		Residential Medium High 8-12 du/ac and Residential Medium 4-8 du/ac		
Zoning within density range?		X	Yes	No

PROJECT DESCRIPTION: The Hilltop Commons project currently consists of an assisted living facility and 20 cottage units. Since approval of the original Planned Development for the project, Hilltop has acquired additional property and is proposing to

utilize it to add 42 more cottage units on the expanded site. This plan requires consideration of an amended Planned Development zoning ordinance to establish the underlying zoning for this plan and a Preliminary Development Plan.

RECOMMENDATION: Planning Commission heard this item at its January 23, 2007 meeting and recommended approval (see attached minutes).

ANALYSIS:

1. Background:

A Planned Development zone and Preliminary Development Plan was originally approved for The Commons project in 1997. That plan included an assisted living facility of up to 306 beds (to date only 74 beds have been established), cottage units (20 have been constructed) and an enrichment (recreation) center. Since then, Hilltop has acquired additional property adjacent to the southwest corner of the original plan. The new property consists of 3 parcels totaling 5.4 acres.

The current plan is to revise the previously-approved plan to delete the proposed enrichment center, include the newly-acquired properties in the Planned Development zone and construct 42 additional cottage units in the area where the recreation center was to be located and in the newly-acquired areas. The new cottage units will be accessed directly from Hermosa Avenue or from a private drive that intersects with Hermosa Avenue (refer to attached Preliminary Development Plan).

2. Consistency with the Growth Plan

The Future Land Use Map of the Growth Plan shows the area of the previously-approved plan and one of the new parcels as Residential Medium High 8 to 12 units per acre and the other two new parcels as Residential Medium 4 to 8 units per acre.

The density of the assisted living facility is calculated as two beds equal one dwelling unit (Section 3.6.B.5). Thus, the density of the proposed plan with the 306-bed assisted living facility and 62 total cottages on the new site of 20.2 total acres is 10.6 units per acre. This density is within the acceptable range of both the Residential Medium High future land use classification of the older part of the plan. The actual density of the 42 new cottages within the revised area and additional land which has a Residential Medium density classification is 4.4. Thus the proposed project is consistent with the Growth Plan.

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

Requests for a Planned Development Preliminary Development Plan must demonstrate conformance with all of the following:

- 1) The Growth Plan, Grand Valley Circulation Plan and other adopted plans and policies.

See above discussion regarding consistency with the Growth Plan. The Circulation Plan is not applicable since there are no new streets proposed within the development.

- 2) The zoning criteria provided in Section 2.6 of the Zoning and Development Code.

- a. The proposed Planned Development zone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, stormwater or drainage problems, water, air or noise pollution, excessive nighttime lighting or other nuisances.

The proposed plan will be a less intensive use, thus more compatible with the neighborhood than the previously-approved plan since the enrichment center is no longer included in the plan. No other adverse impacts are anticipated.

Drainage from the new cottage units and access drives will be directed to an existing detention facility constructed with the first phases of the project. Overall, drainage from the new project is much lower than was originally considered with the large enrichment center and associated parking lot.

No other utility concerns have been identified. There are several utility lines that cross the southern areas of the site for which easements are required. The easements will be dedicated as needed on the subdivision plat that is presently under review for administrative approval.

- b. The proposed revision to the existing PD zone is within the allowable density range recommended by the Growth Plan. This criterion must be considered in conjunction with the criterion 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 any development consistent with the underlying RMF-8 zone district, therefore this criterion is met.

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

The Commons offers several housing types and takes advantage of infill on a currently vacant site. This proposal is consistent with and furthers the goals and Policies of the Growth Plan.

- d. Adequate public facilities and services are currently available or will be made available and can address the impacts of development consistent with the proposed underlying RMF-8 zone district.

The majority of this project and the necessary public facilities and services already exist. The addition of more cottage units will not burden the existing facilities and services.

- 3) The proposed plan for The Commons is consistent with the planned development requirements of Chapter 5 of the Zoning and Development Code.

The setback standards proposed as outlined in the Planned Development ordinance are consistent with the underlying zone of RMF-8. The original plan included different maximum building heights and were carried forward as outlined in the amended ordinance.

Since The Commons is a residential project and surrounding land use primarily residential with varying density, the requirement for screening and buffering does not apply.

Off-street parking is provided for both the assisted living facility and the existing and proposed cottage units as required by Code. The plan includes additional parking areas provided for overflow parking for visitors.

- 4) The applicable site plan review criteria in Section 2.2.D.4 of the Zoning and Development Code.

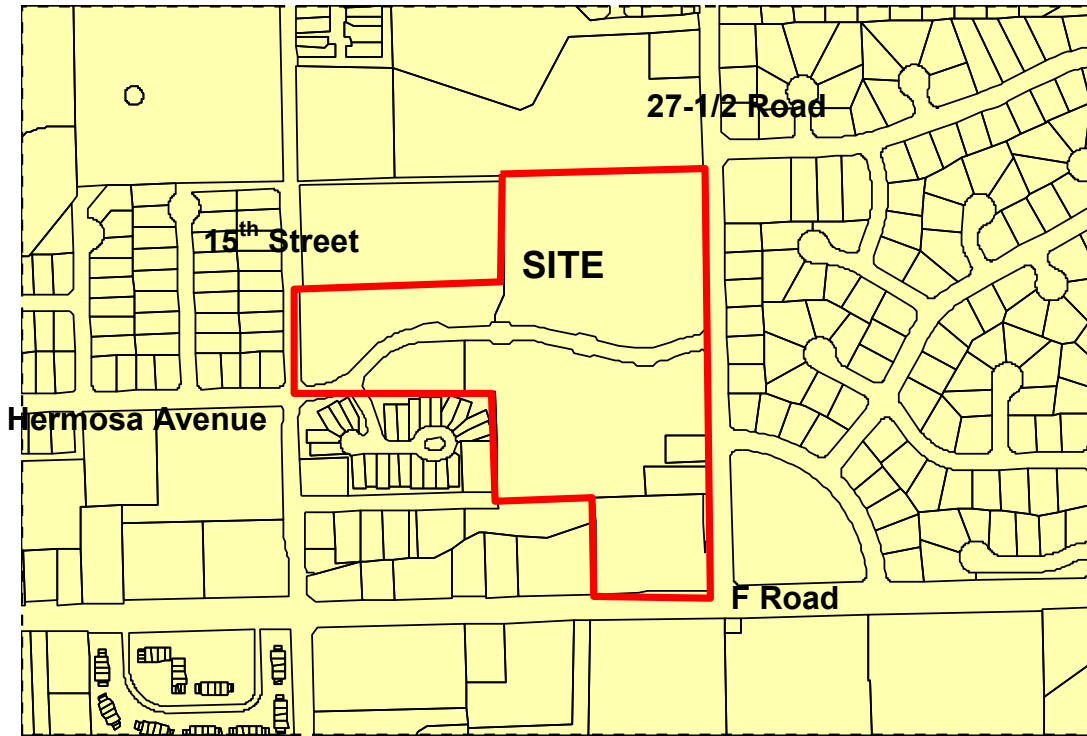
The project meets all requirements for Site Plan Review. Final Plans will be reviewed administratively for each phase of the new cottages as well as any future phases of the assisted living facility as originally approved. Staff is currently reviewing the site plan for the first phase of new cottage units (18 units).

- 5) The area of the plan is at least five (5) acres in size.

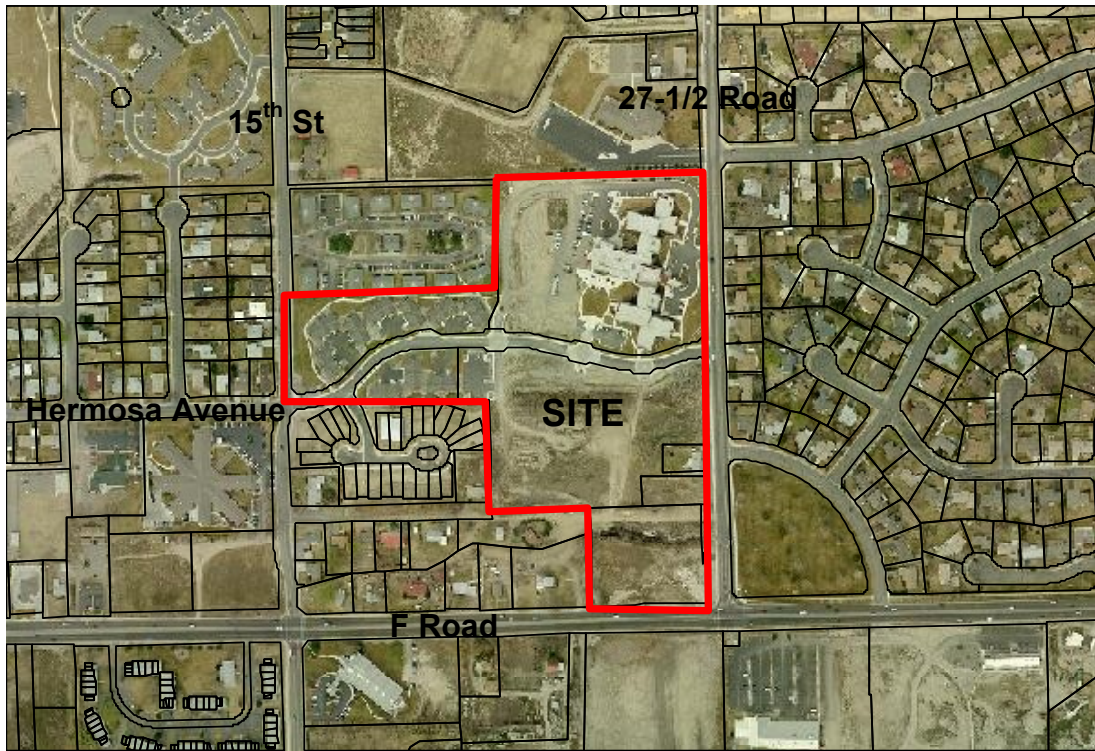
The new area of The Commons will add 5.4 acres to the existing 18.8-acre project for a total project acreage of 24.2 acres.

PHASING SCHEDULE: The applicant has not outlined a specific Phasing Schedule other than that the new cottages will be constructed in 3 phases as shown on the Preliminary Development Plan. The default schedule per section 2.8.B.4. of the Zoning and Development Code is that the Preliminary Development Plan shall be valid for one year from the date of approval, during which the applicant shall obtain final approval for all or a portion of the property.

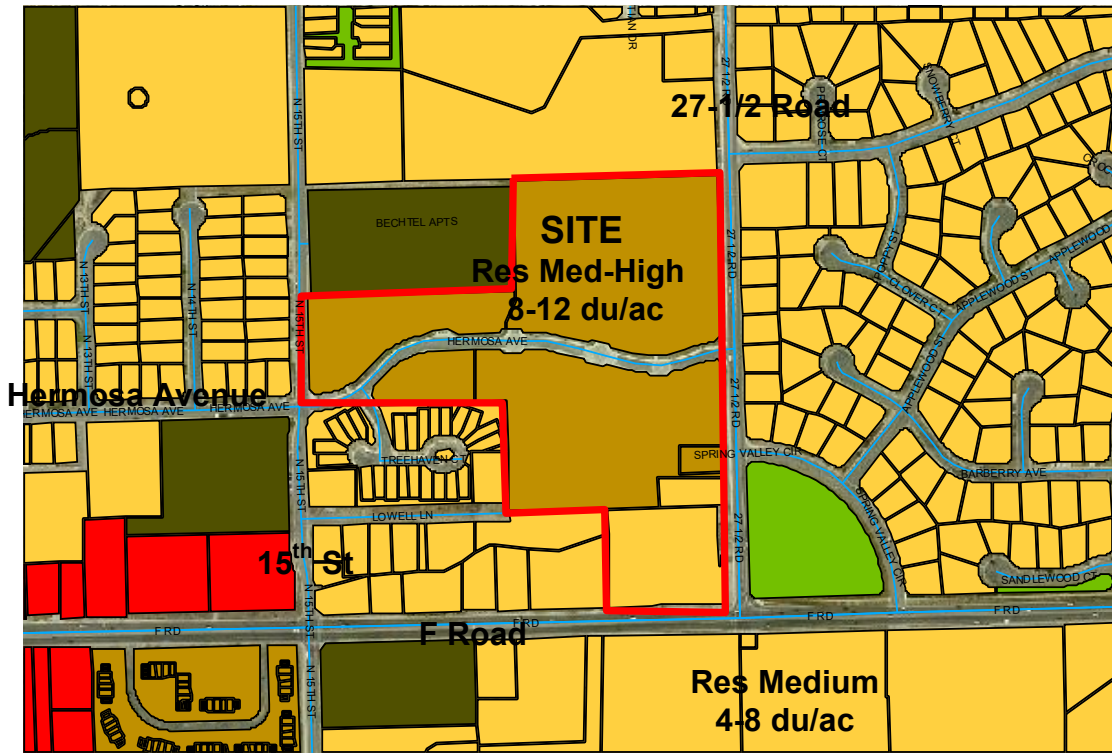
Site Location Map



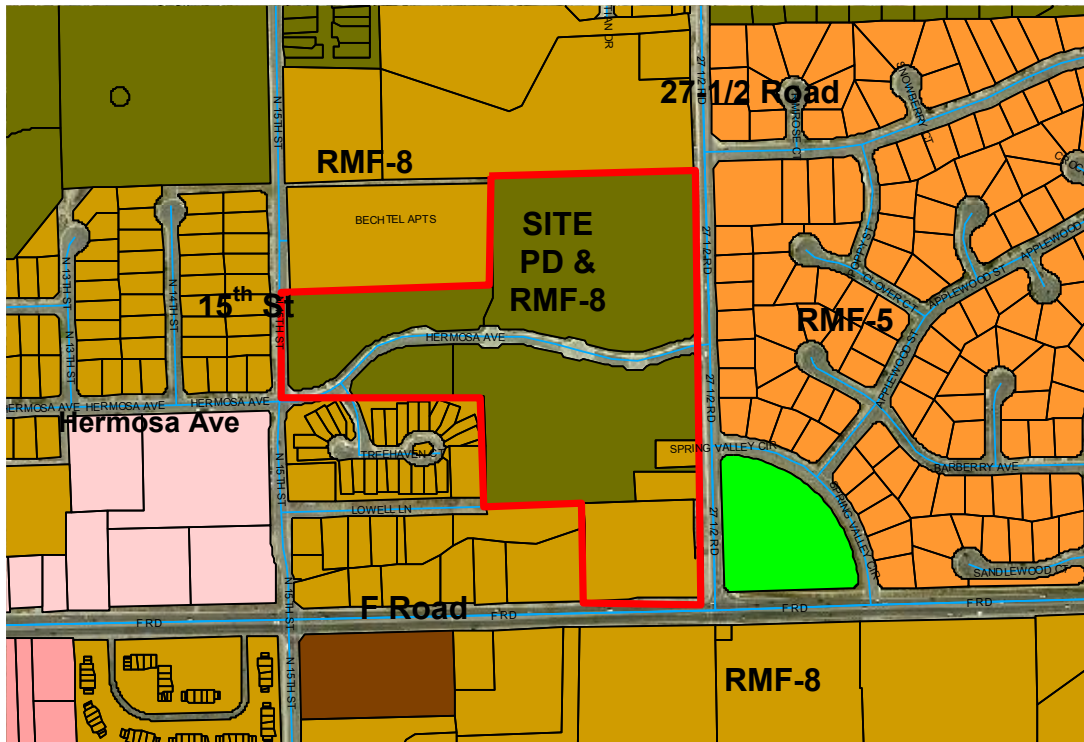
Aerial Photo Map

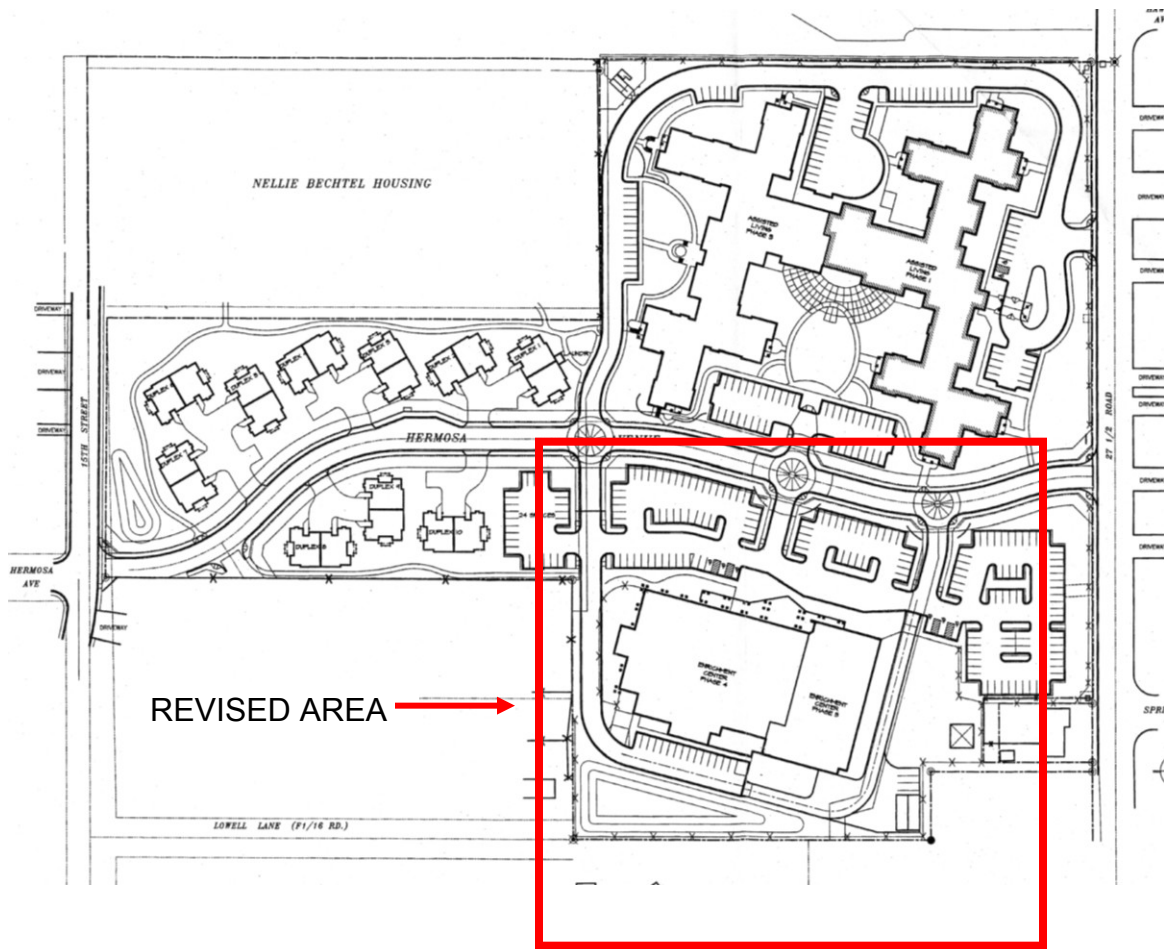


Future Land Use Map



Existing City Zoning





ORIGINALLY APPROVED PRELIMINARY DEVELOPMENT PLAN

CITY OF GRAND JUNCTION

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 3527
ZONING THE COTTAGES AT THE COMMONS PLANNED DEVELOPMENT
TO REVISE THE PRELIMINARY DEVELOPMENT PLAN AND
INCLUDE ADDITIONAL ACREAGE
LOCATED AT 625 27 ½ ROAD**

Recitals.

This Zoning Ordinance amends Ordinance No. 3263 “Zoning Three Parcels of Land Located North of Patterson Road Between North 15th Street and 27-1/2 Road to PD (The Commons Assisted Living Facility)” to address revisions to the previously-approved Planned Development Preliminary Development Plan and include additional acreage within the project area.

The overall density of the proposed amended plan is 10.6 units per acre which is consistent with the Growth Plan Future Land Use Map which designates this property as Residential Medium 4-8 units per acre and Residential Medium High 8-12 units per acre on the Growth Plan Future Land Use Map.

The proposed Planned Development Zoning for The Commons project shall have an underlying zone district of Section 3.3.G. of the Zoning and Development Code, Residential Multifamily 8 Units per Acre (RMF-8) that will prevail for the primary uses, bulk standards and signage listed below:

Primary Land Use(s):

- Assisted Living (up to 306 beds)
- 62 Attached Single Family Cottage Units

Minimum Lot Area/Minimum Street Frontage:

- NA – Attached Single Family Units will not be subdivided into separate lots

Maximum Height of Structures:

- Cottages – 1 story, 20 feet
- Assisted Living Building, 2 story wings – 40 feet
- Assisted Living Building, 3 story areas – 50 feet

Minimum Front Yard Setback:

- Principal Structure-20 Feet
- Accessory Structure-25 Feet

Minimum Side Yard Setback:

- Principal Structure-5 Feet

Accessory Structure-3 Feet
Minimum Rear Yard Setback:
Principal Structure-10 Feet
Accessory Structure-5 Feet
Maximum Coverage of Lot by Structures: 70 Percent

Signage: 4 freestanding signs as shown on originally approved Preliminary Development Plan (existing)
Each sign shall not exceed 12-feet wide x 5-feet high, with the maximum height of 6 feet
Signs shall not be illuminated

Refer to attached Exhibit A, Preliminary Development Plan for amended area.

The Planning Commission and City Council hereby find that the request is in compliance with the Zoning and Development Code.

The City Council finds that the proposal satisfies the requirements for an amendment to/establishment of a Planned Development zone per section 2.12.C.2 of the Zoning and Development Code.

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

That the land described below is hereby zoned Planned Development (PD) as more particularly described herein:

That real property described as a tract of land comprised of Lot 2A, The Cottages at The Commons, as shown on plat recorded at Plat Book 19, Pages 325 and 326, and Unplatted Parcels located in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) Section 1, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the Southwest Quarter of said Section 1, whence the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ said Section 1 bears North 00 degrees 02 minutes 26 seconds East, a distance of 1319.92 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence North 89 degrees 49 minutes 06 seconds West, a distance of 41.41 feet, along the South line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 1; thence North 00 degrees 02 minutes 26 seconds East, a distance of 37.50 feet to a point on the North right-of-way line of F (Patterson) Road, as described in Book 1472, Pages 232 and 233 and in Book 1535, Pages 866 and 867, the POINT OF BEGINNING; thence, along said North right of way line the following three (3) courses:

(1) North 89 degrees 49 minutes 06 seconds West, a distance of 198.50 feet; (2) South 82 degrees 09 minutes 55 seconds West, a distance of 25.06 feet; (3) South 89 degrees 31 minutes 27 seconds West, a distance of 131.20 feet; thence North 00 degrees 01 minutes 29 seconds East, a distance of 297.50 feet, along the West line of those parcels as described in Book 3648, Page 946; thence, around the boundary of Lot 2A, The Cottages at The Commons, as described in Plat Book 19, Pages 325 and 326 the following twenty four (24) courses: (1) North 89 degrees 48 minutes 58 seconds West, a distance of 302.50 feet; (2) North 00 degrees 02 minutes 26 seconds East, a distance of 329.88 feet; (3) North 89 degrees 47 minutes 34 seconds West, a distance of 93.30 feet; (4) North 00 degrees 00 minutes 08 seconds East, a distance of 156.99 feet; (5) South 89 degrees 59 minutes 52 seconds East, a distance of 81.56 feet; (6) South 44 degrees 58 minutes 43 seconds East, a distance of 14.14 feet; (7) South 89 degrees 59 minutes 52 seconds East, a distance of 52.07 feet; (8) North 45 degrees 01 minutes 17 seconds East, a distance of 14.15 feet; (9) South 89 degrees 59 minutes 52 seconds East, a distance of 2.77 feet; (10) along a curve to the right, having a delta angle of 15 degrees 05 minutes 36 seconds, with a radius of 378.00 feet, an arc length of 99.58 feet, with a chord bearing of South 82 degrees 27 minutes 04 seconds East, with a chord length of 99.29 feet; (11) South 74 degrees 54 minutes 16 seconds East, a distance of 85.59 feet; (12) South 29 degrees 54 minutes 16 seconds East, a distance of 14.14 feet; (13) South 74 degrees 54 minutes 16 seconds East, a distance of 50.29 feet; (14) North 60 degrees 05 minutes 45 seconds East, a distance of 14.14 feet; (15) South 74 degrees 54 minutes 16 seconds East, a distance of 69.31 feet; (16) along a curve to the left, having a delta angle of 10 degrees 07 minutes 06 seconds, with a radius of 322.00 feet, an arc length of 56.86 feet, with a chord bearing of South 79 degrees 57 minutes 49 seconds East, with a chord length of 56.79 feet; (17) South 42 degrees 46 minutes 25 seconds East, a distance of 14.61 feet; (18) along a curve to the left, having a delta angle of 8 degrees 50 minutes 29 seconds, with a radius of 332.00 feet, an arc length of 51.23 feet, with a chord bearing of North 88 degrees 41 minutes 23 seconds East, with a chord length of 51.18 feet; (19) North 41 degrees 29 minutes 39 seconds East, a distance of 15.00 feet; (20) along a curve to the left, having a delta angle of 10 degrees 02 minutes 10 seconds, with a radius of 322.00 feet, an arc length of 56.40 feet, with a chord bearing of North 77 degrees 17 minutes 26 seconds East, with a chord length of 56.33 feet; (21) North 72 degrees 16 minutes 21 seconds East, a distance of 36.51 feet; (22) along a curve to the right, having a delta angle of 17 degrees 19 minutes 22 seconds, with a radius of 178.00 feet, an arc length of 53.82 feet, with a chord bearing of North 80 degrees 55 minutes 54 seconds East, with a chord length of 53.61 feet; (23) South 89 degrees 57 minutes 34 seconds East, a distance of 1.42 feet;

(24) South 44 degrees 56 minutes 57 seconds East, a distance of 26.28 feet; thence, along the West right-of-way line of 27½ Road, as described in documents recorded in Mesa County records at the following Book and Pages: Book 749, Page 491, Book 912,

Page 613, Book 1472, Pages 232 and 233, Book 1535, Page 389, Book 2588, Pages 674 and 675, Book 2588, Pages 676 and 677, and Book 2604, Pages 70 and 71, the following 5 courses: (1) South 00 degrees 02 minutes 26 seconds West, a distance of 422.79 feet; (2) South 89 degrees 39 minutes 49 seconds East, a distance of 2.00 feet; (3) South 00 degrees 57 minutes 25 seconds East, a distance of 86.18 feet; (4) South 00 degrees 02 minutes 26 seconds West, a distance of 186.39 feet; (5) South 36 degrees 52 minutes 52 seconds West, a distance of 24.86 feet to the POINT OF BEGINNING.

Said parcel containing an area of 9.59 acres, as described.

AND Lot 1, Lot 3, and Lot 4, The Cottages at The Commons, as shown on plat recorded at Plat Book 19, Pages 325 and 326.

Said Lots containing an area of 10.63 acres, as described.

INTRODUCED for FIRST READING and PUBLICATION this 17th day of January, 2007.

PASSED on SECOND READING this _____ day of _____, 2007.

ATTEST:

City Clerk

President of City Council

Attach 20
Public Hearing – Rezoning the Hilltop Bacon Center
CITY OF GRAND JUNCTION

<i>CITY COUNCIL AGENDA</i>						
Subject	Hilltop Bacon Center Rezone					
Meeting Date	February 7, 2007					
Date Prepared	January 31, 2007				File CUP-2006-313	
Author	Kristen Ashbeck		Senior Planner			
Presenter Name	Kathy Portner		Assistant Community Development Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation	X	Yes		No	Name	John Eloe, Patrik Davis Associates
	Workshop	X	Formal Agenda		Consent	Individual Consideration

Summary: A request to rezone property at 1405 Wellington Avenue from RMF-8 to a Residential Office (RO) zone district in order to bring an existing Unlimited Group Home known as the Hilltop Bacon Center in compliance with the Zoning and Development Code.

Budget: N/A

Action Requested/Recommendation: Hold a Public Hearing and consider final passage of the proposed ordinance

Background Information: See attached Staff Report/Background Information

Attachments:

- Site Location and Aerial Photo Maps
- Future Land Use and Existing Zoning Maps
- Hilltop Bacon Campus Site Plan
- Planning Commission Hearing Minutes
- Proposed Rezone Ordinance

BACKGROUND INFORMATION					
Location:		1405 Wellington Avenue			
Applicants:		Owner/Developer: Hilltop Health Services Corporation, Mike Stahl Representative: Patrik Davis Associates, Patrik Davis			
Existing Land Use:		Unlimited Group Living Facility			
Proposed Land Use:		Same			
Surrounding Land Use:	North	Single Family Residential			
	South	Single Family and Multifamily Residential			
	East	Attached and Detached Single Family Residential			
	West	Single Family Residential			
Existing Zoning:		Residential Multifamily 8 units per acre (RMF-8)			
Proposed Zoning:		Residential Office (RO)			
Surrounding Zoning:	North	RMF-8			
	South	Planned Development (PD) and RMF-24			
	East	PD			
	West	RMF-8			
Growth Plan Designation:		Residential Medium 4-8 units per acre			
Zoning within density range?		X	Yes		No

PROJECT DESCRIPTION: Hilltop Health Services Corporation is proposing to demolish an existing community building on the campus of the Hilltop-Bacon Center and construct a new 13,400 square foot community building in the same location. In order to do so, the applicant is requesting a rezone to an RO zone district to allow for the new community building and to bring the existing Unlimited Group Living Facility into compliance with the Zoning and Development Code. Under the current RMF-8 zoning, both the use and site are non-conforming.

ANALYSIS:

1. Background

Hilltop Health Services Corporation (Hilltop) has operated an Unlimited Group Living Facility (12 or more persons) for 65 brain injured adults and up to 59 youth at the Hilltop-Bacon Center (the Center) on the 6.6 acre site at 1405 Wellington Avenue since 1987. The Center was “grandfathered” in under the 2000 Zoning and Development Code which has required, and Hilltop has complied with, annual registration of all such facilities since 2001.

The site currently has 7 residential structures, a community building and 2 small shop/maintenance buildings. Hilltop is proposing to demolish the existing community building and reconstruct a larger community building in the same location on the site. All other buildings on the site will remain and continue with their present use.

Since it is a non-conforming use and site, the Code only allows for minimal expansion of buildings (20%). The proposed new community building exceeds that allowance. Thus, in order to bring the use and site into compliance with the Code, the applicant is proposing to rezone the property to Residential Office and obtain a Conditional Use Permit for the Unlimited Group Facility. This change in zoning and construction of the new building will not affect the function of the Center, it will only allow the use to continue as conforming and create a more adequate space for the same uses to be carried out. Planning Commission approved the Conditional Use Permit at its January 9, 2007 meeting, contingent upon Council approval of the rezone.

2. Consistency with the Growth Plan

The Growth Plan Future Land Use Map shows this site as Residential Medium 4 to 8 units per acre. Per Section 3.4.A.1. of the Zoning and Development Code, the requested zoning of Residential Office (RO) implements the Residential Medium density land use classification.

The density of a Group Living Facility is calculated as two beds equal once dwelling unit (Section 3.6.B.5). Thus, the density of the Hilltop-Bacon Center with 120 beds on a 6.6 acre site is 9.1 units per acre. The RO zone district allows a density of up to 16 units per acre which conflicts with the Growth Plan classification of 4 to 8 units per acre. However, Section 3.6.B.9 addresses such conflicts and allows the density to exceed the Growth Plan density by 120% (9.6 units per acre). The density of the Hilltop-Bacon Center of 9.1 is within this allowed increase thus consistent with the Growth Plan.

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

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

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

Response: With the City's 2000 update of the zoning map, the existing RMF-8 zoning of the Hilltop-Bacon Center made the then-existing use of an Unlimited Group Living Facility non-conforming rather than zoning the property with a zone district such as RO that could have made the use conforming.

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

Response: There has been no change in the character of the neighborhood; the applicant seeks to improve the property that would have a positive influence on the surrounding area.

3. 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 proposed rezone is compatible with the neighborhood that is a mix of residential densities. The zoning change will not affect the current use but does bring the site and use into compliance with the Growth Plan and Code.

4. 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: Since this is an existing use, all public facilities and services are available to meet the needs of the project.

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

Response: This rezone does not require additional land to accommodate the proposal. The facility that is being reconstructed that prompts this rezone already exists on the property

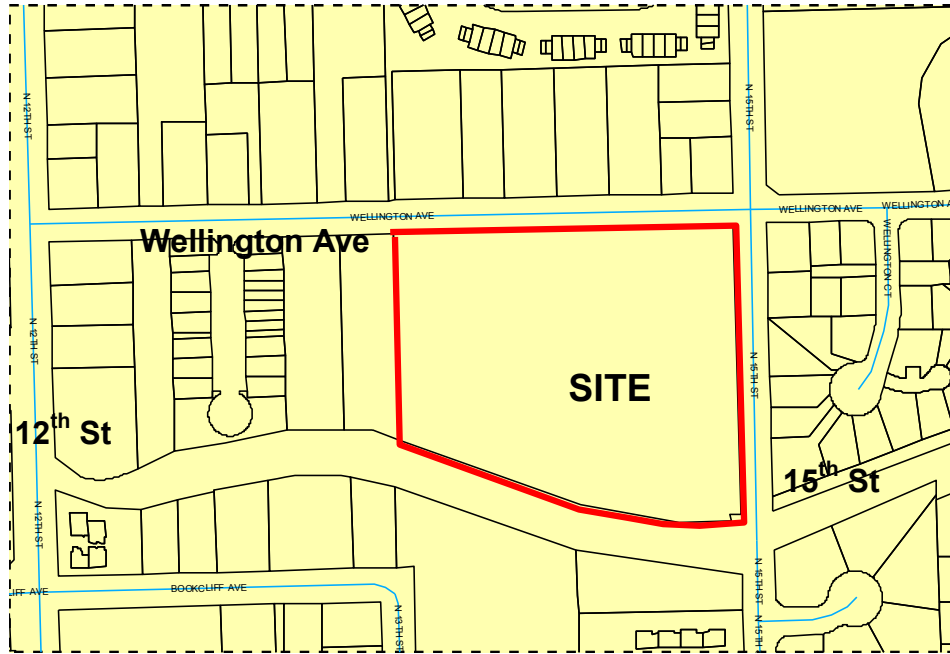
6. The community will benefit from the proposed zone.

Response: The proposed zoning will allow for this facility to continue to operate as a conforming use, providing much-needed services for brain-injured and youth clients.

PLANNING COMMISSION FINDINGS OF FACT/CONCLUSIONS: Planning Commission heard this item at its January 9, 2007 meeting. After reviewing the Hilltop-Bacon Center application, CUP-2006-313 for a rezone, Planning Commission recommended approval with the following findings of fact and conclusions:

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

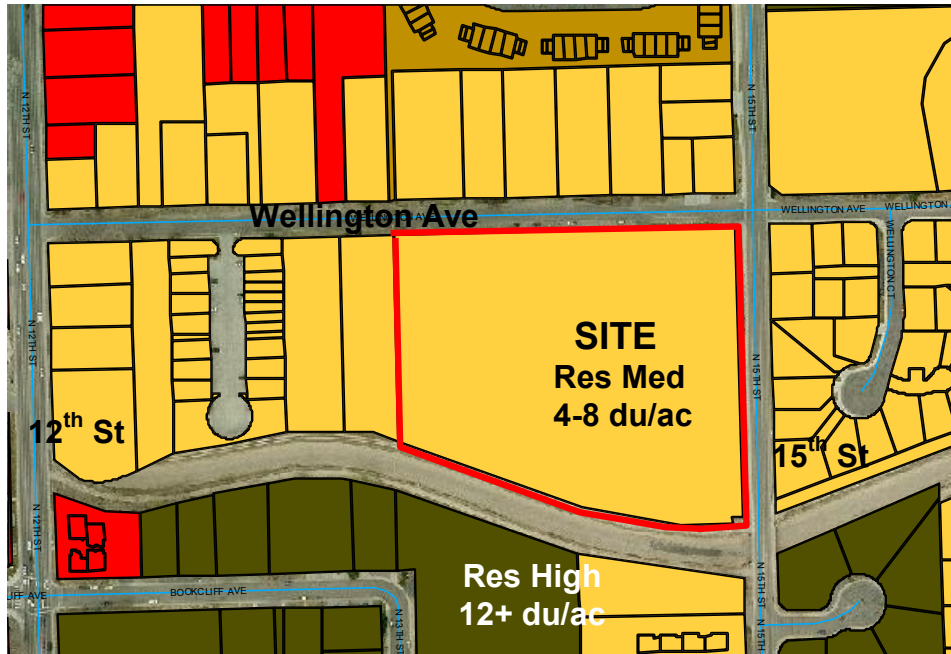
Site Location Map



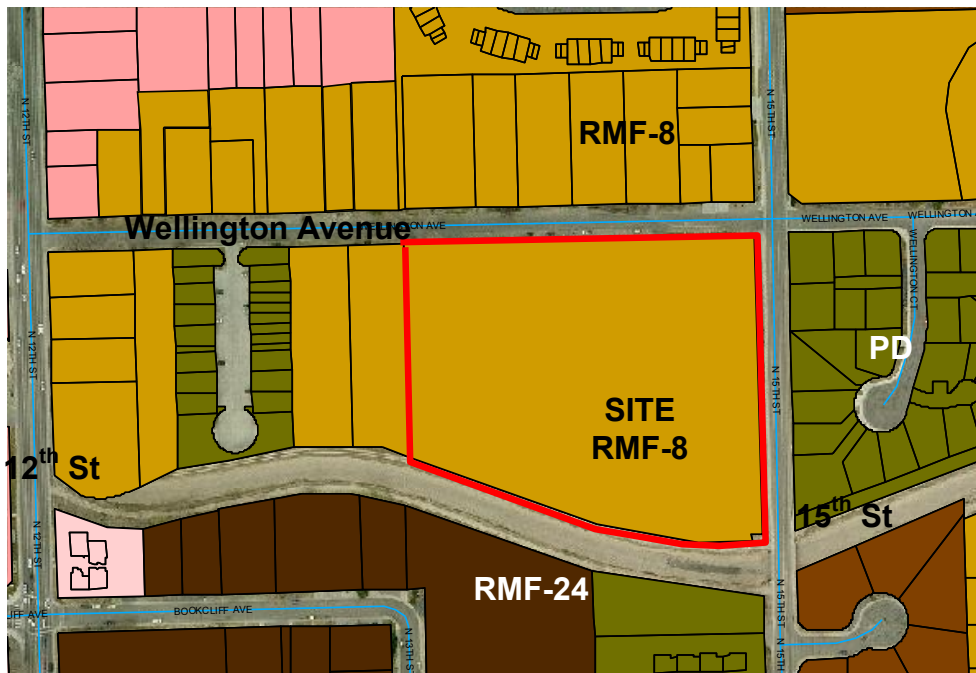
Aerial Photo Map



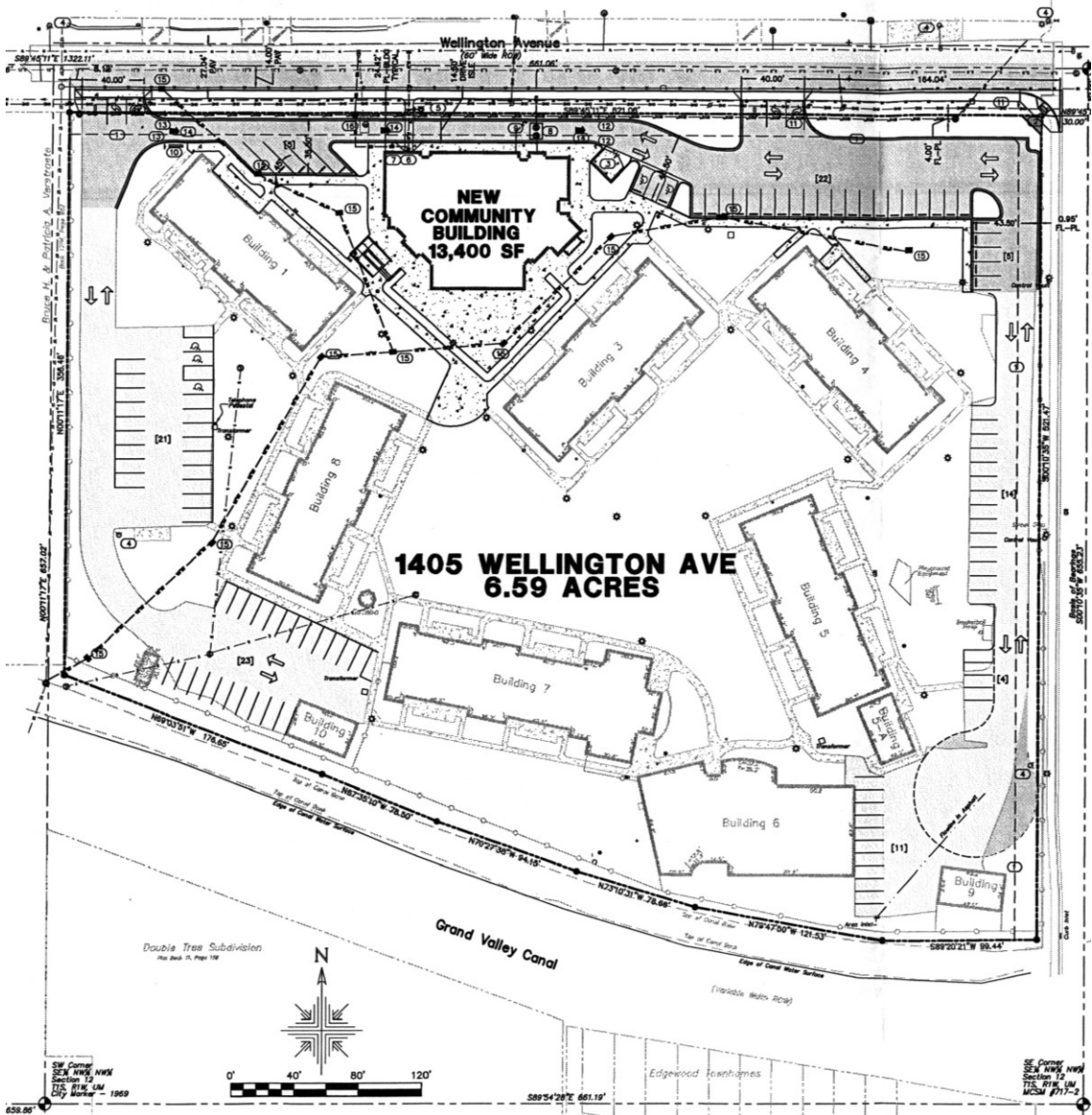
Future Land Use Map



Existing City Zoning



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."



Hilltop Bacon Campus Site Plan

**GRAND JUNCTION PLANNING COMMISSION
JANUARY 9, 2007 MINUTES
7:00 p.m. to 8:00 p.m.**

The regularly scheduled Planning Commission hearing was called to order at 7:00 p.m. by Chairman Paul Dibble. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Dr. Paul Dibble (Chairman), Lynn Pavelka-Zarkesh, Roland Cole, Tom Lowrey, Bill Pitts, William Putnam, and Reggie Wall.

In attendance, representing the City's Community Development Department, was Kathy Portner (Assistant Community Development Director).

Also present were Jamie Kreiling (Assistant City Attorney), Pat Cecil (Planning Services Supervisor) and Ken Kovalchik (Senior Planner).

Lynn Singer was present to record the minutes.

There were 30 interested citizens present during the course of the hearing.

I. ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS

There were no announcements, presentations and/or visitors.

II. APPROVAL OF MINUTES

Available for consideration were the minutes of the November 14, 2006 and November 28, 2006.

MOTION: (Commissioner Cole) "Mr. Chairman, I would move approval of the November 14, 2006 minutes."

Commissioner Lowrey seconded the motion. A vote was called and the motion passed unanimously by a vote of 7-0.

MOTION: (Commissioner Cole) "Mr. Chairman, I would move approval of the November 28, 2006 minutes."

Commissioner Pitts seconded the motion. A vote was called and the motion passed by a vote of 6-0 with Commissioner Pavelka-Zarkesh abstaining.

III. CONSENT AGENDA

Available for consideration were items:

- | | |
|------------------------|---|
| 1. PFP-2006-186 | PRELIMINARY PLAN - Fairway Pines Subdivision |
| 2. VR-2006-307 | VACATION OF RIGHT-OF-WAY – Buena Vista Drive Cul-De-Sac |
| 3. SPR-2006-192 | VACATION OF RIGHT-OF-WAY – Mesa County Parking Lot |
| 4. PP-2006-208 | PRELIMINARY PLAN & PD ZONING ORDINANCE– Fairway Villas Subdivision |
| 5. FP-2006-301 | VACATION OF RIGHT-OF-WAY – River Run Subdivision |
| 6. ANX-2006-330 | ZONE OF ANNEXATION – River Trail Subdivision Annexation |
| 7. GPA-2006-248 | ZONE OF ANNEXATION - Pacheco-Woodring Annexation |
| 8. CUP-2005-197 | CONDITIONAL USE PERMIT – Dollar Rent A Car |
| 9. CUP-2006-313 | REZONE & CONDITIONAL USE PERMIT - Hilltop-Bacon Center |

Chairman Dibble briefly explained the Consent Agenda and invited the public, planning commissioners, and staff to speak up if they wanted any of the items pulled for additional discussion. At citizen request, Item 1, PFP-2006-186, Preliminary Plan - Fairway Pines Subdivision, was pulled and placed on the Full Hearing agenda. Kathy Portner, Assistant Community Development Director, requested a continuance at the request of applicant of Item 7, GPA-2006-248, Zone of Annexation - Pacheco-Woodring Annexation, to the January 23, 2007 public hearing. Also pulled and placed on the Full Hearing agenda at the request of Commissioner Lowrey was Item 6, ANX-2006-330, Zone of Annexation - River Trail Subdivision Annexation. No objections or revisions were received from the audience or planning commissioners on any of the remaining items.

MOTION: (Commissioner Cole) “Mr. Chairman, I would move approval of Consent Agenda items 2, 3, 4, 5, 8 and 9.”

Commissioner Pitts seconded the motion. A vote was called and the motion passed unanimously by a vote of 7-0.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE REZONING THE HILLTOP BACON CENTER LOCATED
AT 1405 WELLINGTON AVENUE
FROM RMF-8 TO RESIDENTIAL OFFICE (RO)**

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 property at 1405 Wellington Avenue RO finding that: 1) the RO zone district is consistent with and implements the land use category as shown on the Growth Plan Future Land Use Map (Residential Medium 4-8 units per acre); 2) is consistent with the Growth Plan's goals and policies; and 3) is generally compatible with appropriate land uses located in the surrounding area.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the RO zone district be established.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION
THAT THE FOLLOWING PROPERTY SHALL BE ZONED RESIDENTIAL OFFICE
(RO):**

That part of Block 10 of Fairmont Subdivision, according to the plat recorded November 4, 1890 in Plat Book 1 at Page 19 of Mesa County Records lying north of the ROW of the Grand Valley Irrigation Company's canal; TOGETHER WITH the east 20 ft of the vacated road ROW adjacent to the West side of said Block 10 and lying north of the ROW of said canal; in the city of Grand Junction; EXCEPT a parcel of land for road and utility ROW purposes conveyed to City of Grand Junction by instrument recorded August 2, 1984 in Book 1504 at Page 660.

INTRODUCED on FIRST READING this 17th day of January, 2007 and ordered published.

ADOPTED on SECOND READING this ____ day of _____, 2007.

President of Council

Attest:

City Clerk

Attach 21
Public Hearing – Vacating Mesa County Parking Lot Right-of-Way
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Mesa County Parking Lot Right-Of-Way Vacation –420 South 6 th Street					
Meeting Date	February 7, 2007					
Date Prepared	February 1, 2006				File #SPR-2006-192	
Author	Senta L. Costello		Associate Planner			
Presenter Name	Senta L. Costello		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 vacate right-of-way located along the eastern boundary of South 6th Street.

Budget: N/A

Action Requested/Recommendation: Hold a public hearing and consider final passage and publication of the proposed 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. Proposed Vacation Ordinance
5. Exhibit A

AGENDA TOPIC: Vacation of Public Right-of-Way, S 6th Street, Mesa County Parking Lot (SPR-2006-192).

ACTION REQUESTED: Vacation of Public Right of Way

BACKGROUND INFORMATION					
Location:		Adjacent to 420 S 6 th Street			
Applicants:		Owner/Applicant: Mesa County – Sue Gormley Representative: Integrated Construction Solutions – Dave Detwiler			
Existing Land Use:		Right-of-way			
Proposed Land Use:		Parking Lot			
Surrounding Land Use:	North	Janitorial Supplies			
	South	Lumber Yard			
	East	Office/Parking/New Meth Treatment Facility			
	West	Lighthouse Gospel Ministries			
Existing Zoning:		C-2			
Proposed Zoning:		C-2			
Surrounding Zoning:	North	C-1			
	South	C-2			
	East	C-1/C-2			
	West	C-2			
Growth Plan Designation:		Commercial			
Zoning within density range?		X	Yes		No

PROJECT DESCRIPTION: Request to vacate 944 square feet along the eastern side of the South 6th Street right-of-way.

RECOMMENDATION: Approval.

ANALYSIS

1. Background

The building on the site has been historically used for office space. The property was purchased by Mesa County in September 2000 and the building demolished in September 2006. The applicant plans on constructing a surface parking lot, with the potential of a parking garage in the future. The additional land gained through the vacated right-of-way will make the future parking garage a more achievable goal.

Fiscal Information

The Real Estate Department has determined the following information regarding the right-of-way. The area requesting to be vacated is 944 square feet and is valued at 50% of the value, as the area is being retained as a multi-purpose easement. The area equates to an estimated monetary value of \$4,500.00.

2. Consistency with the Growth Plan

This project is consistent with the following Goals and Policies of the Growth 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 and County will encourage development that uses existing facilities and is compatible with existing development.
 - Policy 5.3: The City and County may accommodate extensions of public facilities to serve development that is adjacent to existing facilities. Development in areas which have adequate public facilities in place or which provide needed connections of facilities between urban development areas will be encouraged. Development that is separate from existing urban services (“leap-frog” development) will be discouraged.
- Goal 10: To retain valued characteristics of different neighborhoods within the community.
 - Policy 10.2: The City and County will consider the needs of the community at large and the needs of individual neighborhoods when making development decisions.

3. Section 2.11.c of the Zoning and Development Code

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

- g. The Growth Plan, major street plan and other adopted plans and policies of the City.
 - Vacating 944 square feet of the South 6th Street right-of-way is not in conflict with the Growth Plan, major street plan and other adopted plans and policies of the City
- h. No parcel shall be landlocked as a result of the vacation.
 - No parcels will be landlocked as a result of the vacation.
- i. 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 to parcels in the area will not be affected by the vacation.
- j. 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 or the neighborhood.
- k. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning and Development Code.
 - Adequate public facilities and services will not be inhibited by the vacation.
- l. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.
 - The vacation will reduce maintenance requirements for public services.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the S 6th Street vacation application, SPR-2006-192 for the vacation of a public right-of-way, staff makes the following findings of fact and conclusions:

- 7. The requested right-of-way vacation is consistent with the Growth Plan.
- 8. The review criteria in Section 2.11.C of the Zoning and Development Code have all been met.
- 9. The right-of-way as depicted on "Exhibit A" will be retained as a Multi-Purpose Easement.

STAFF RECOMMENDATION:

Staff recommends approval of the requested right-of-way vacation, SPR-2006-192 to the City Council with the findings and conclusions listed above.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission forwarded a recommendation of approval of the requested right-of-way, SPR-2006-192 to the City Council with the findings and conclusions listed above.

Attachments:

Vicinity Map / Aerial Photo
Growth Plan Map / Zoning Map
Ordinance
Vacation Exhibit

Site Location Map

Figure 1



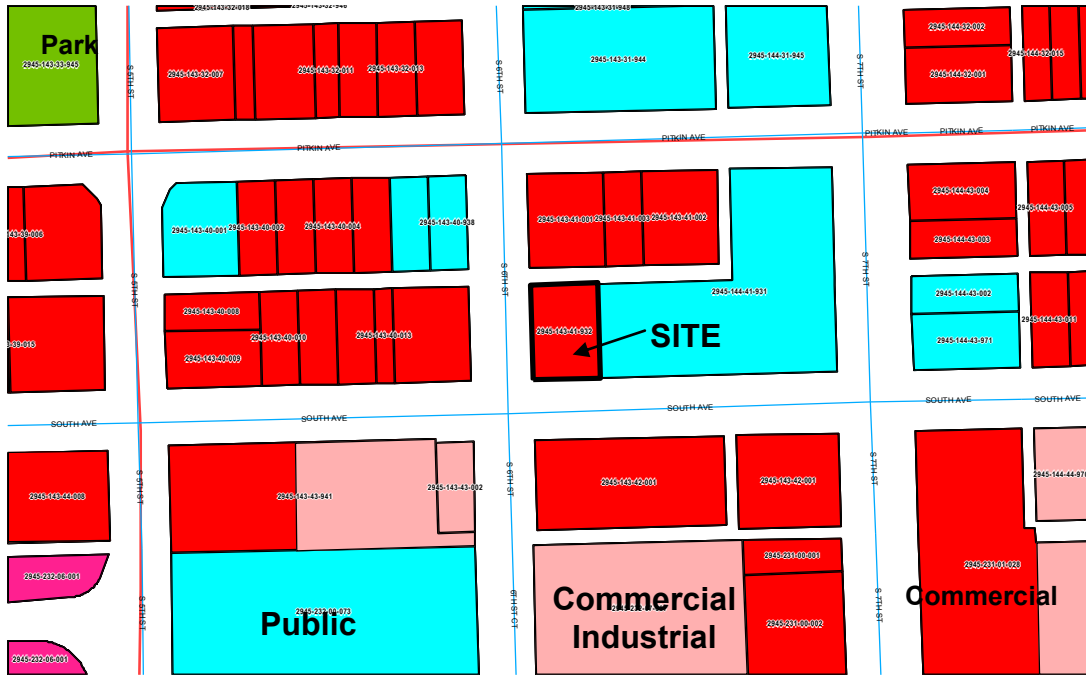
Aerial Photo Map

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."

CITY OF GRAND JUNCTION

ORDINANCE NO.

**AN ORDINANCE VACATING A PORTION OF THE RIGHT-OF-WAY
FOR SOUTH 6TH STREET
LOCATED ADJACENT TO 420 SOUTH 6TH STREET
MESA COUNTY PARKING LOT**

RECITALS:

A vacation of the dedicated right-of-way for South 6th Street has been requested by the adjoining property owner.

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

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

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

The following described dedicated right-of-way for is hereby vacated subject to the listed conditions:

2. Applicants shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.
3. The vacation area shall be retained as a multi-purpose easement.

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

A portion of the ROW of South Sixth Street fronting Lot 30 of Block 149 in the City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows: BEG at the SW COR of said Lot 30; thence along the extension of South line of said Lot 30, N89°51'34"W, a DIS of 7.48 ft; thence N00°01'24"E a DIS of 125.98 ft to the extension of the north line of said Lot 30; thence N89°50'18"E a DIS of 7.51 ft to the NW COR of said Lot 30; thence S00°02'11"W at DIS of 125.98 ft to the POB.

Containing 944 sq ft, more or less.

Introduced for first reading on this 17th day of January, 2007

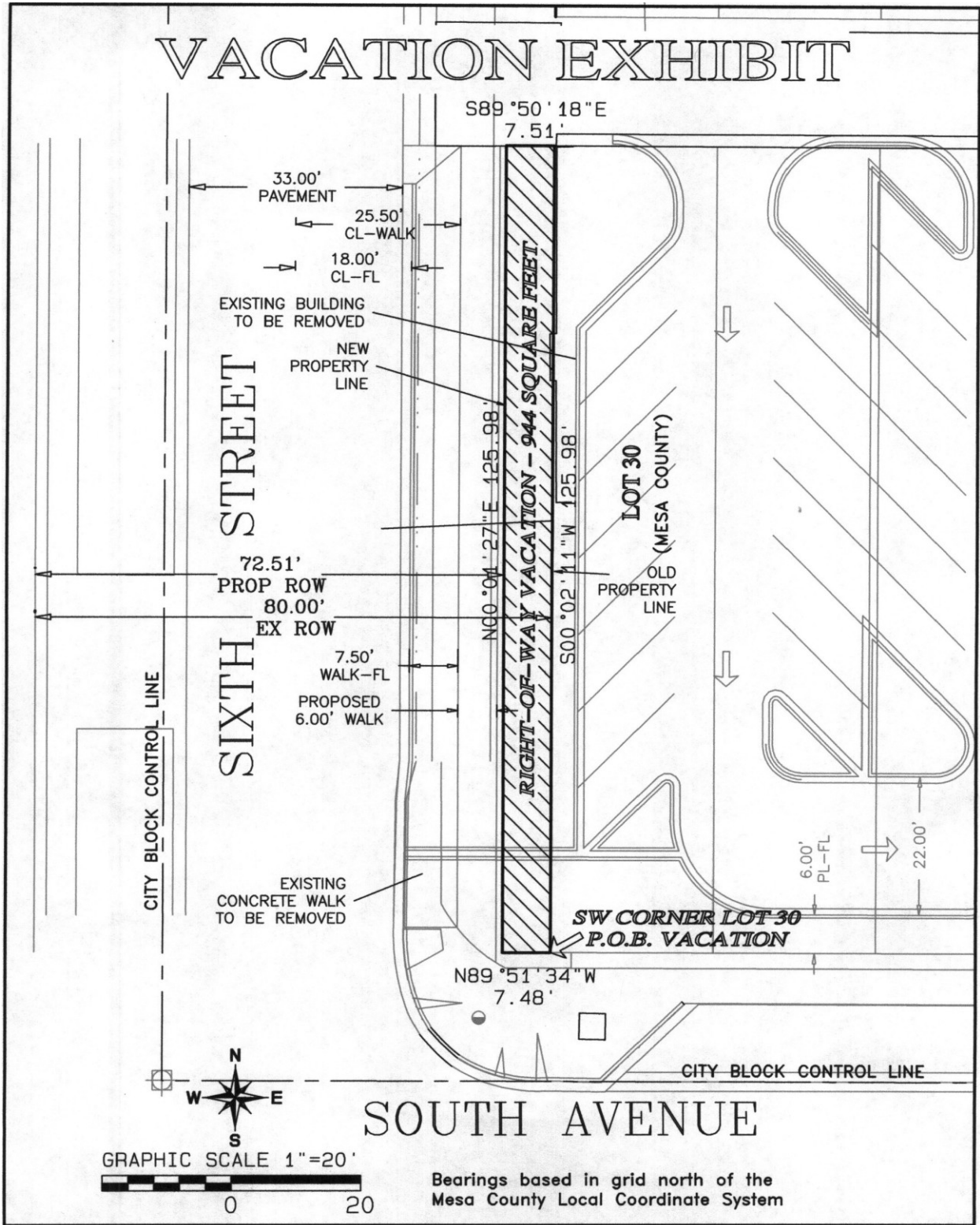
PASSED and ADOPTED this _____ day of _____, 2007.

ATTEST:

President of City Council

City Clerk

EXHIBIT A



Attach 22

**Public Hearing – Vacating a Portion of the Public ROW, River Run Subdivision
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject		Vacation of Public Right-of-Way, River Run Subdivision					
Meeting Date		February 7, 2007					
Date Prepared		January 26, 2007			File # FP-2006-301		
Author		Lori V. Bowers		Senior Planner			
Presenter Name		Lori V. Bowers		Senior Planner			
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	
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Formal Agenda	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/> Individual Consideration

Summary: Request to vacate the north 10 feet of a portion of D Road, abutting and lying south of Lot 1, Junction East Subdivision, (the site of the proposed River Run Subdivision) located at 3060 D Road, consisting of 0.083 acres of land.

Budget: There is no impact to the budget due to this being unimproved right-of-way.

Action Requested/Recommendation: Hold a public hearing and Consider Final Passage of the ordinance vacating a portion of excess right-of-way. The Planning Commission at their January 9th meeting recommended that the Council approve the Ordinance.

Attachments:

- Staff Report
- Vicinity Map/Aerial Photo
- Future Land Use Map/Zoning Map
- Ordinance
- Exhibit "A"

Background Information: See attached Staff Report

ANALYSIS:

1. Background: The property was annexed into the City as the Theobold Annexation, in August of 2005. The annexation area consisted of 4.41 acres of land and was zoned RMF-8 upon annexation. The River Run Subdivision consists of one parcel located at 3060 D Road (Lot 1, Junction East Subdivision). The applicants received approval for a 22-lot single-family residential subdivision in October 2005. Vacation of the adjacent right-of-way was not discussed during the preliminary review of this subdivision. During preparation of the final plat for review, the applicants had discussions with the City Engineering Staff and discussed the requirements for the typical D Road cross section. The typical cross section for D Road requires only forty (40') feet of right-of-way. Fifty feet (50') of right-of-way exists in this area, therefore the applicants request consideration of the vacation of ten (10') feet of right-of-way adjacent to their proposed subdivision, as shown on Exhibit A. If the vacation of right-of-way is granted, forty feet (40') of right-way is adequate for the proposed design of D Road in this area. The D Road design consists of two drive lanes with a third center lane for turning, as well as a detached pedestrian path. The estimated valuation of the property to be vacated is \$6,000.

2. Consistency with the Growth Plan: The proposed subdivision and existing zoning of RMF-8, is consistent with the Future Land Use designation of Residential Medium and therefore is consistent with the Growth Plan. The vacation of excess right-of-way does not affect the recommended density of this site.

3. Section 2.11.c of the Zoning and Development Code

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

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

The Growth Plan is not affected by the vacation of excess right-of-way nor does it affect the recommended densities for surrounding properties. D Road is classified as a minor arterial and 40 feet of right-of-way is what is required for this portion of the road.

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

No parcels will be landlocked due to the vacation of the additional right-of-way. The requested area to be vacated will be integrated into the approved River Run Subdivision which will provide its own public streets for access to the development.

- o. 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.

There are no restricted access issues with this request since the actual alignment of D Road is already in place. There is no schedule at this time in the Capital Improvements Projects for improvements to D Road.

- p. 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 are no identifiable adverse impacts that would result from vacating this right-of-way. The need for public facilities and services in this area can be situated in the existing D Road right-of-way as it is improved.

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

Existing and future public facilities and services would not be inhibited to this or any other nearby property. The River Run Subdivision will be extending necessary facilities and services north of D Road through Allison Way and Kalinda Trail, which will connect to Morning Dove Court, in the Parkwood Estates Subdivision, Filing Two.

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

The elimination of an unused and unbuilt right-of-way along D Road will relieve the City of any responsibility for managing or maintaining this right-of-way.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the River Run Subdivision application, FP-2006-301 for the vacation of a public right-of-way, staff and the Planning Commission make the following findings of fact and conclusions:

10. The requested right-of-way vacation is consistent with the Growth Plan.

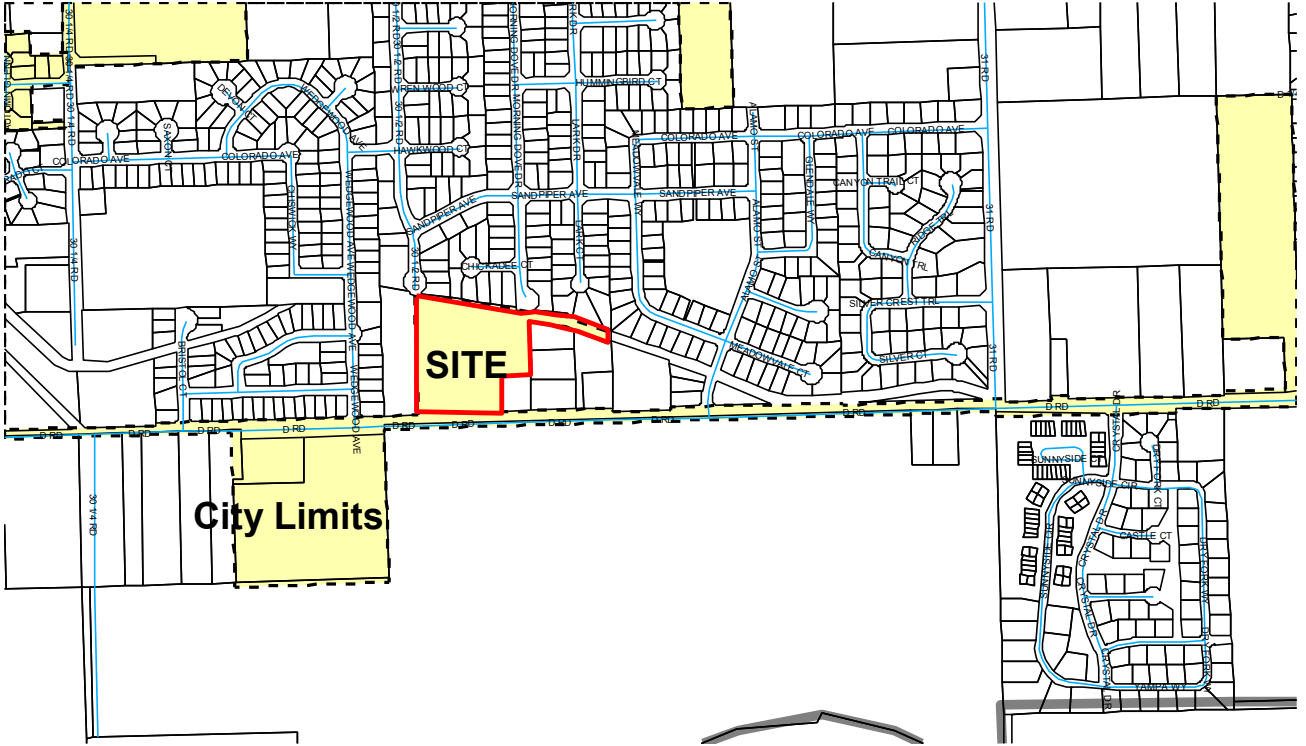
11. The review criteria in Section 2.11.C of the Zoning and Development Code have all been met.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission forwards a recommendation of approval of the requested right-of-way vacation; file number FP-2006-301 to the City Council with the findings and conclusions listed above.

Site Location Map

3060 D Road – ROW vacation



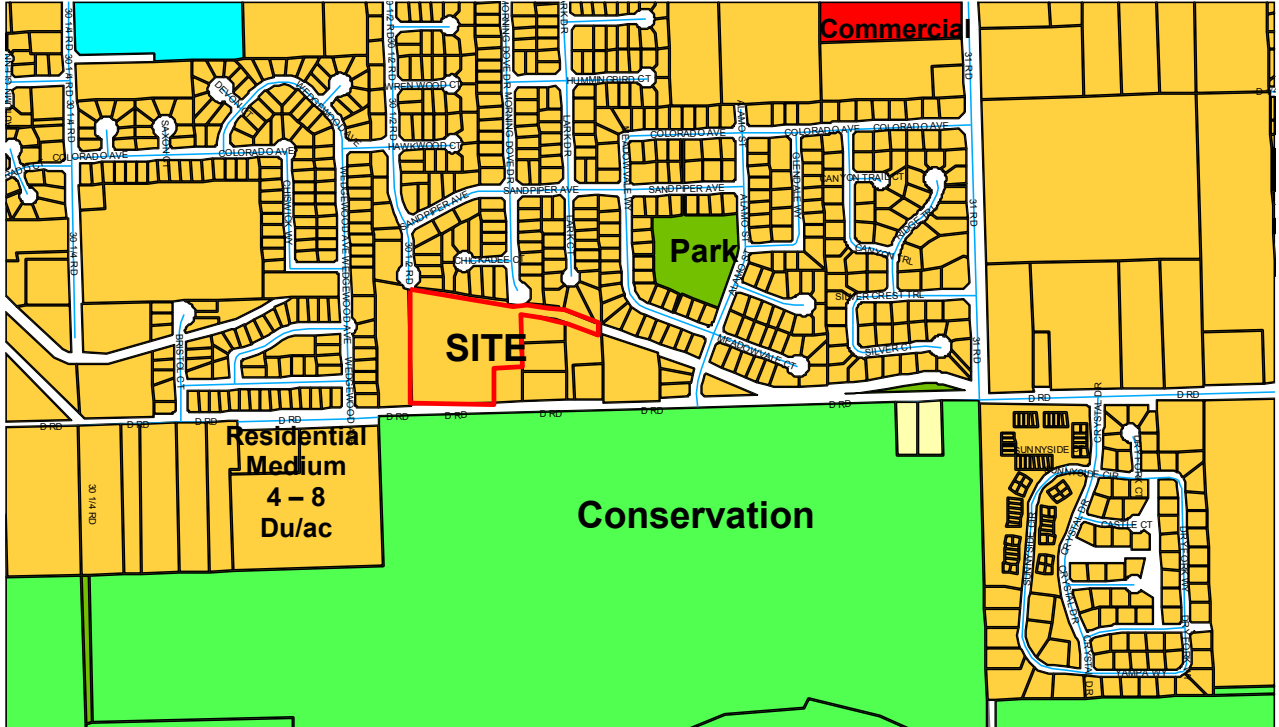
Aerial Photo Map

3060 D Road – ROW vacation



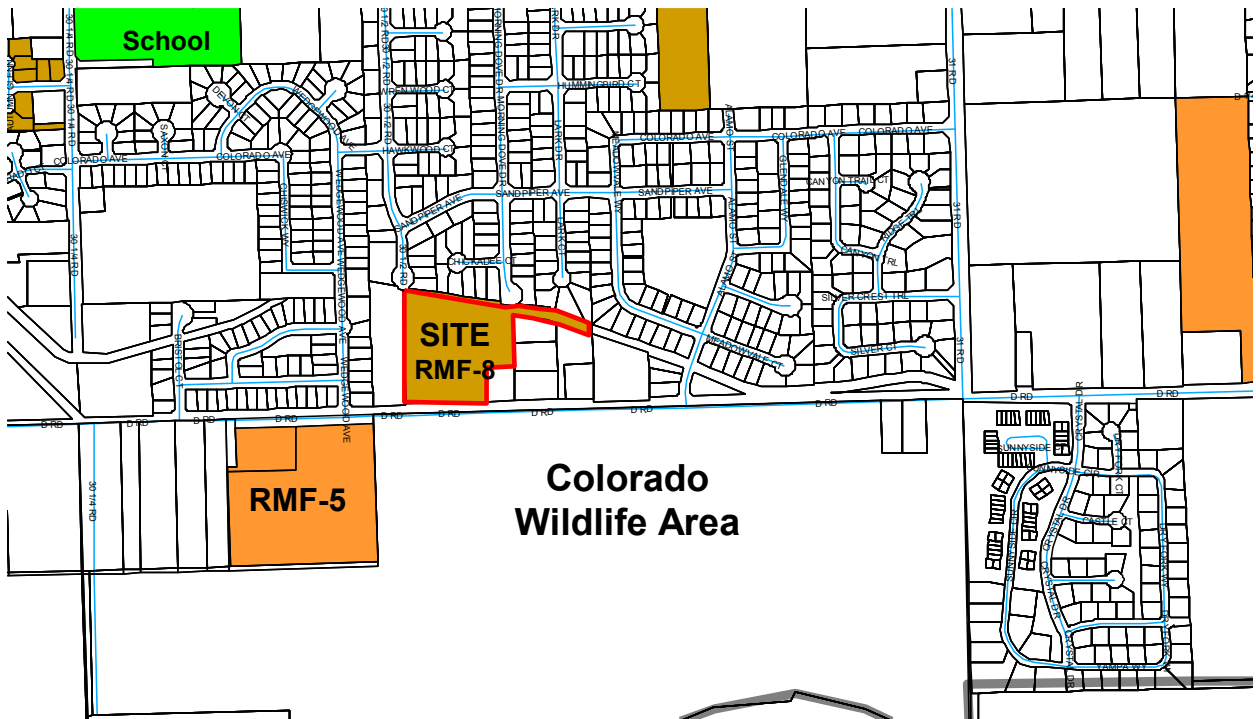
Future Land Use Map

3060 D Road – ROW vacation



Existing City and County Zoning

3060 D Road – ROW vacation



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

ORDINANCE NO.

**AN ORDINANCE VACATING A PORTION OF THE D ROAD RIGHT-OF-WAY
ADJACENT TO THE RIVER RUN SUBDIVISION
LOCATED AT 3060 D ROAD**

RECITALS:

A vacation of the dedicated right-of-way has been requested by the adjoining property owners.

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

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

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

The following described dedicated right-of-way for River Run Subdivision is hereby vacated subject to the listed conditions:

4. Applicants shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.
2. The vacated Right-of-Way, in its entirety be retained as a multi-purpose easement.

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

The north 10 feet of that part of D Road, abutting and lying south of Lot 1 of Junction East Subdivision, according to the Plat thereof recorded in Plat Book 12, Page 263 of the records in the Mesa County Clerk and Recorder. Situated in the SW ¼ of the SE ¼ of Section 16, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and more fully described as follows;

Beginning at the southwesterly corner of said Lot 1, which bears N 89° 55'25" E, 150.00 feet and N 00°03'35" E, 50.00 feet from the S ¼ corner of said Section 16 and

considering the south line of the SW ¼ of the SE ¼ of said Section 16 to bear N 89°55'25" E, with all other bearings contained herein relative thereto;

1. Thence N 89° 55'25" E, 361.10 feet;
2. Thence S 01° 41'35" W, 10.00 feet;
3. Thence S 89° 55'25" W, 360.81 feet;
4. Thence N 00° 03'35" E, 10.00 feet to the point of beginning.

Portion of D Road, as described above contains 0.083 acres more or less.

Introduced for first reading on this _____ day of _____, 2007

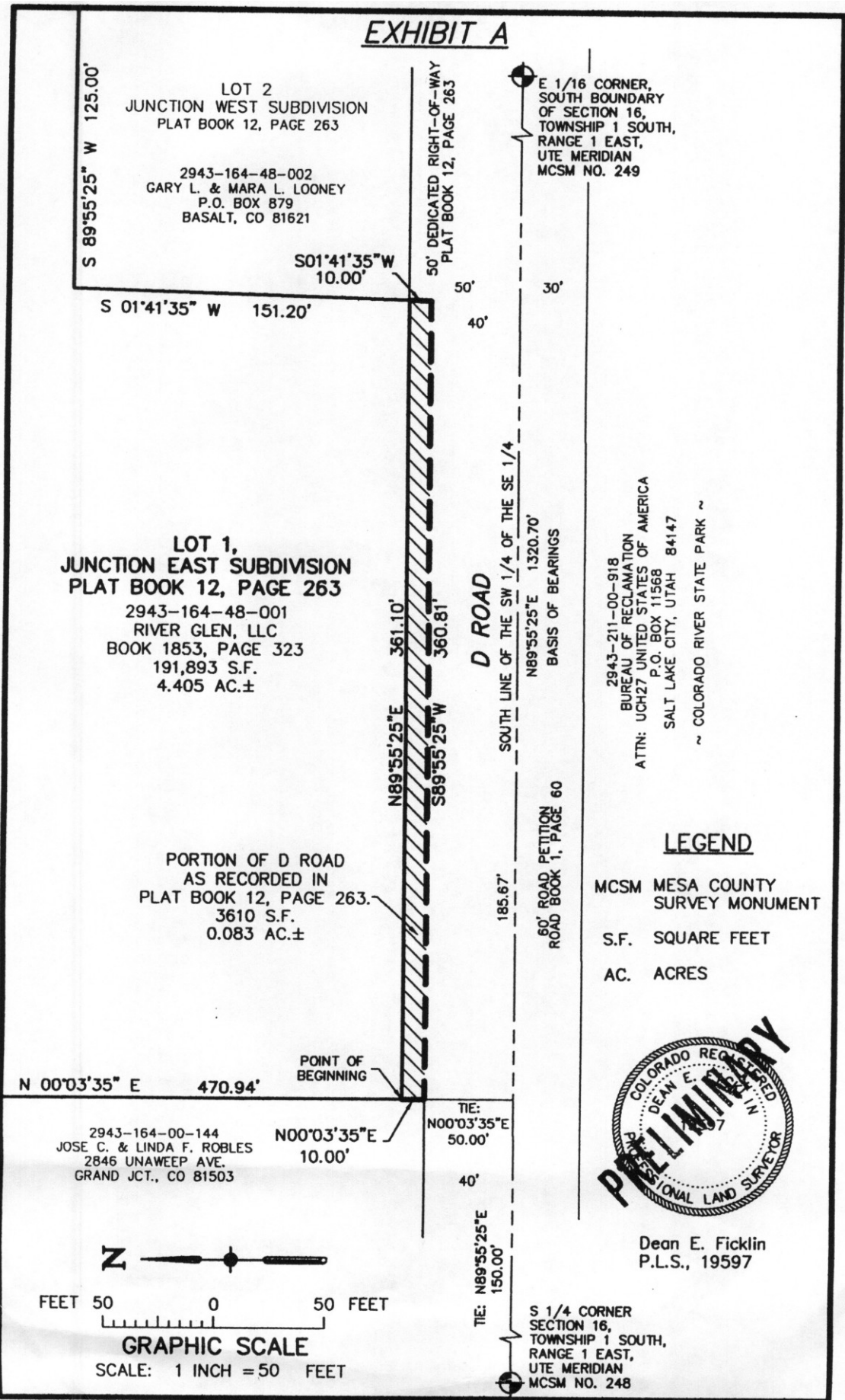
PASSED and ADOPTED this _____ day of _____, 2007.

ATTEST:

President of City Council

City Clerk

EXHIBIT A



**Attach 23
Public Hearing – River Trail Annexation and Zoning**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject	River Trail Annexation and Zoning - Located at 3141 D Road							
Meeting Date	February 7, 2007							
Date Prepared	January 25, 2007				File # ANX-2006-330			
Author	Ken Kovalchik			Senior Planner				
Presenter Name	Ken Kovalchik			Senior 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 annex and zone 17.405 acres, located at 3141 D Road to RMF-8 (Residential Multifamily 8 du/ac). The River Trail Annexation consists of one parcel.

Budget: N/A

Action Requested/Recommendation: Adopt a Resolution accepting the petition for the River Trail Annexation and hold a public hearing and consider final passage of the annexation ordinance and zoning ordinance.

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
6. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:		3141 D Road		
Applicants:		West of The Rockies Development, Owners		
Existing Land Use:		Residential/Agriculture		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Residential/Agriculture		
	East	Residential/Agriculture		
	West	Residential/Agriculture		
Existing Zoning:		Mesa County – RSF-R		
Proposed Zoning:		RMF-8		
Surrounding Zoning:	North	RMF-5		
	South	AFT (County)		
	East	RSF-R (County); RSF-4 (City)		
	West	RSF-R (County)		
Growth Plan Designation:		Residential Medium – RM (4-8 du/ac)		
Zoning within density range?		X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of 17.405 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 River Trail 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.

<u>ANNEXATION SCHEDULE</u>	
January 3, 2007	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
January 9, 2007	Planning Commission considers Zone of Annexation
January 17, 2007	Introduction Of A Proposed Ordinance on Zoning by City Council
February 7, 2007	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
March 11, 2007	Effective date of Annexation

RIVER TRAIL ANNEXATION SUMMARY		
File Number:		ANX-2006-330
Location:		3141 D Road
Tax ID Number:		2943-222-00-099
Parcels:		1
Estimated Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		0
Acres land annexed:		17.405
Developable Acres Remaining:		17.405
Right-of-way in Annexation:		None
Previous County Zoning:		RSF-R
Proposed City Zoning:		RMF-8
Current Land Use:		Alfalfa/Grazing
Future Land Use:		Residential Medium - RM
Values:	Assessed:	\$1,780
	Actual:	\$6,130
Address Ranges:		3141 D Road
Special Districts:	Water:	Clifton
	Sewer:	Central Grand Valley Sanitation District
	Fire:	Clifton
	Irrigation/ Drainage:	Grand Junction Drainage
	School:	District 51
	Pest:	Upper Grand Valley Pest & Grand River Mosquito

Zone of Annexation: The requested zone of annexation to the RMF-8 zone district is consistent with the Growth Plan designation of Residential Medium. The existing County zoning is RSF-R. 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 RMF-8 zone district is compatible with the neighborhood.

The proposed zoning is consistent with the goals and policies of the Growth Plan, the requirements of the Zoning and Development Code and other City regulations and guidelines.

- 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: At the time of annexation, a property shall be zoned to a district that is consistent with the Growth Plan or consistent with existing County Zoning.

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.

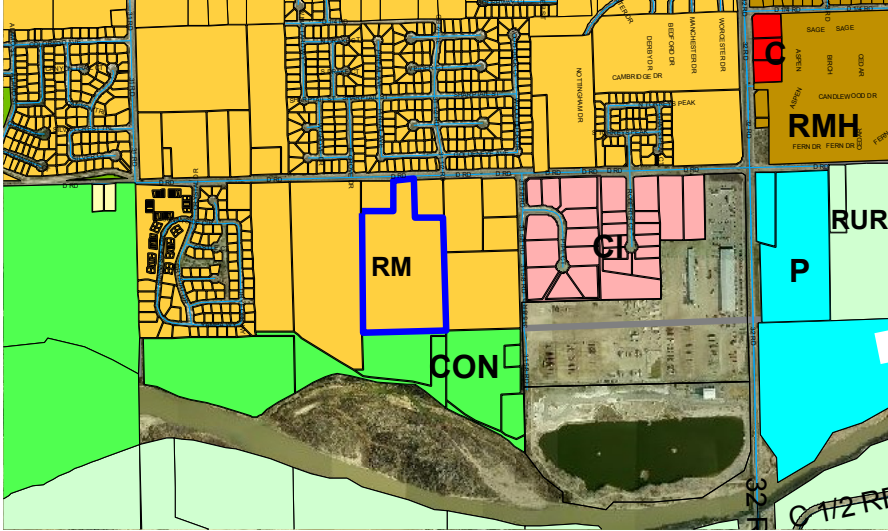
- h. RSF-4
- i. RMF-5

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 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.

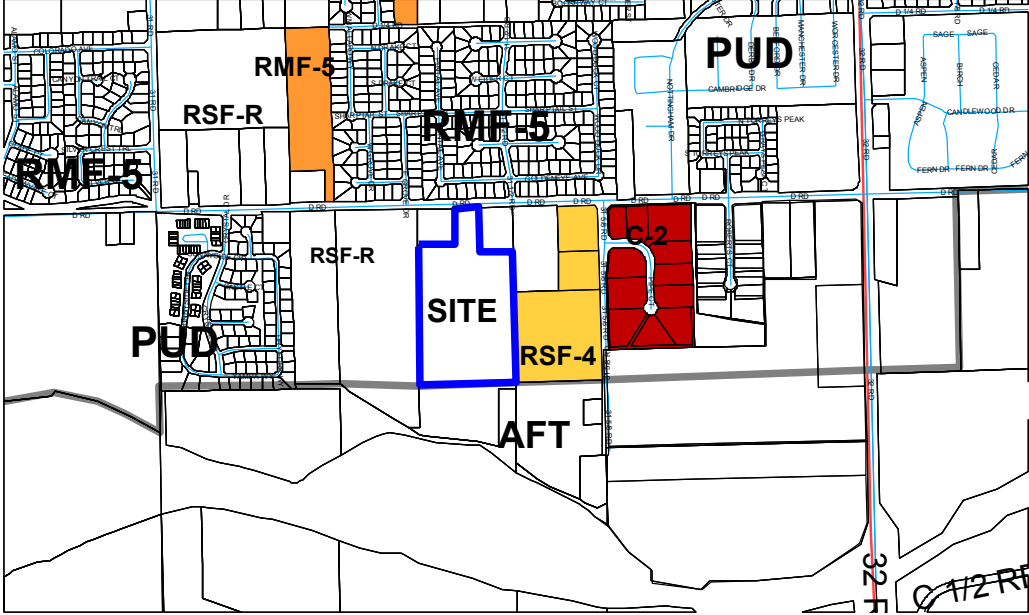
Future Land Use Map

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."

RESOLUTION NO. ____

**A RESOLUTION ACCEPTING A
PETITION FOR ANNEXATION, MAKING CERTAIN
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE

RIVER TRAIL ANNEXATION

LOCATED AT 3141 D ROAD

IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 7th day of February, 2007, a petition was submitted 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:

RIVER TRAIL ANNEXATION

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 22, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of the NE1/4 NW1/4 of said Section 22, and assuming the East line of the NE1/4 NW1/4 of said Section 22 to bear S00°28'30"W with all bearings contained herein relative thereto; thence S00°28'30"W, along the East line of the NE1/4 NW1/4 of said Section 22, a distance of 363.01 feet to the Southeast corner of that certain parcel of land as described in Book 2433, Page 133, Public Records, Mesa County, Colorado and also being the POINT OF BEGINNING; thence S00°28'30"W, along said East line of the NE1/4 NW1/4 a distance of 956.87 feet to the Southeast corner of said NE1/4 NW1/4; thence N89°53'19"W, along the South line of said NE1/4 NW1/4 a distance of 705.08 feet to the Southwest corner of that certain parcel of land as described in Book 4134, Page 917, Public Records, Mesa County, Colorado; thence N00°14'12"E along the West line of said parcel a distance of 1021.85 feet to the Southwest corner of that certain parcel of land as described in Book 2228, Pages 755-756, Public Records, Mesa County, Colorado; thence S89°53'18"E a distance of 265.00 feet to the Southeast corner of said parcel; thence N00°14'12"E along the East line of said parcel a distance of 268.00 feet to a point on the South line of D Road; thence S89°53'17"E along said South line, being a line 30.00 feet South of and parallel with the North line of the NE1/4 NW1/4 of said Section 22, a distance of 205.45 to a point on the West line of said parcel as recorded in Book 2433, Page 133, Public Records, Mesa County, Colorado; thence S00°28'30"W along said West line a distance of 333.01 to the Southwest corner of said parcel; thence S89°53'18"E along

the South line of said parcel a distance of 240.00 feet, more or less, to the POINT OF BEGINNING.

Said parcel contains 17.405 acres (761,966 square feet), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 7th day of February, 2007; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no 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; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED this ____ day of _____, 2007.

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**

RIVER TRAIL ANNEXATION

APPROXIMATELY 17.405 ACRES

LOCATED AT 3141 D ROAD

WHEREAS, on the 7th day of February, 2007, 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 3rd day of January, 2007; 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:

River Trail Annexation

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 22, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of the NE1/4 NW1/4 of said Section 22, and assuming the East line of the NE1/4 NW1/4 of said Section 22 to bear S00°28'30"W with all bearings contained herein relative thereto; thence S00°28'30"W, along the East line of the NE1/4 NW1/4 of said Section 22, a distance of 363.01 feet to the Southeast corner of that certain parcel of land as described in Book 2433, Page 133, Public Records, Mesa County, Colorado and also being the POINT OF BEGINNING; thence S00°28'30"W, along said East line of the NE1/4 NW1/4 a distance of 956.87 feet to the

Southeast corner of said NE1/4 NW1/4; thence N89°53'19"W, along the South line of said NE1/4 NW1/4 a distance of 705.08 feet to the Southwest corner of that certain parcel of land as described in Book 4134, Page 917, Public Records, Mesa County, Colorado; thence N00°14'12"E along the West line of said parcel a distance of 1021.85 feet to the Southwest corner of that certain parcel of land as described in Book 2228, Pages 755-756, Public Records, Mesa County, Colorado; thence S89°53'18"E a distance of 265.00 feet to the Southeast corner of said parcel; thence N00°14'12"E along the East line of said parcel a distance of 268.00 feet to a point on the South line of D Road; thence S89°53'17"E along said South line, being a line 30.00 feet South of and parallel with the North line of the NE1/4 NW1/4 of said Section 22, a distance of 205.45 to a point on the West line of said parcel as recorded in Book 2433, Page 133, Public Records, Mesa County, Colorado; thence S00°28'30"W along said West line a distance of 333.01 to the Southwest corner of said parcel; thence S89°53'18"E along the South line of said parcel a distance of 240.00 feet, more or less, to the POINT OF BEGINNING.

Said parcel contains 17.405 acres (761,966 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 3rd day of January, 2007 and ordered published.

ADOPTED this _____ day of _____, 2007.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE RIVER TRAIL ANNEXATION TO
RMF-8**

LOCATED AT 3141 D 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 River Trail Annexation to the RMF-8 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 RMF-8 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 RMF-8 (Residential Multifamily 8).

RIVER TRAIL ANNEXATION

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 22, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of the NE1/4 NW1/4 of said Section 22, and assuming the East line of the NE1/4 NW1/4 of said Section 22 to bear S00°28'30"W with all bearings contained herein relative thereto; thence S00°28'30"W, along the East line of the NE1/4 NW1/4 of said Section 22, a distance of 363.01 feet to the Southeast corner of that certain parcel of land as described in Book 2433, Page 133, Public Records, Mesa County, Colorado and also being the POINT OF BEGINNING; thence S00°28'30"W, along said East line of the NE1/4 NW1/4 a distance of 956.87 feet to the Southeast corner of said NE1/4 NW1/4; thence N89°53'19"W, along the South line of said NE1/4 NW1/4 a distance of 705.08 feet to the Southwest corner of that certain parcel of land as described in Book 4134, Page 917, Public Records, Mesa County,

Colorado; thence N00°14'12"E along the West line of said parcel a distance of 1021.85 feet to the Southwest corner of that certain parcel of land as described in Book 2228, Pages 755-756, Public Records, Mesa County, Colorado; thence S89°53'18"E a distance of 265.00 feet to the Southeast corner of said parcel; thence N00°14'12"E along the East line of said parcel a distance of 268.00 feet to a point on the South line of D Road; thence S89°53'17"E along said South line, being a line 30.00 feet South of and parallel with the North line of the NE1/4 NW1/4 of said Section 22, a distance of 205.45 to a point on the West line of said parcel as recorded in Book 2433, Page 133, Public Records, Mesa County, Colorado; thence S00°28'30"W along said West line a distance of 333.01 to the Southwest corner of said parcel; thence S89°53'18"E along the South line of said parcel a distance of 240.00 feet, more or less, to the POINT OF BEGINNING.

Said parcel contains 17.405 acres (761,966 square feet), more or less, as described.

Introduced on first reading this 17th day of January, 2007 and ordered published.

ADOPTED on second reading this _____ day of _____, 2007.

ATTEST:

President of the Council

City Clerk

Attach 24

**Purchase of Real Property Located at 549 Noland Avenue
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject		Purchase of Real Property Located at 549 Noland Avenue					
Meeting Date		February 7, 2007					
Date Prepared		February 1, 2007				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 type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name	
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: On December 20, 2006, City Council authorized the City Manager to sign a Contract to purchase property located at 549 Noland Avenue, from Dave and Verna Murphy of Any Auto Wrecking. The purpose of the acquisition is to continue the revitalization efforts of the south downtown area.

Budget: This purchase is a general fund expenditure and there are sufficient funds budgeted and available for the purchase.

Action Requested/Recommendation: Adopt Resolution

Attachment:
Proposed Resolution

Background Information: Mr. Murphy approached City staff last summer to inquire whether the City would be interested in purchasing his property on which his business, Any Auto Wrecking, is located. It was previously determined by staff that the property was not needed for the Riverside Parkway Project; however, because the City owns the property to the west and because acquisition will assist in the City's efforts to revitalize south downtown, staff determined it would be in the City's best interests to acquire the property for this purpose. An environmental assessment has been completed and the property is acceptable for City purposes.

RESOLUTION NO. _____

**A RESOLUTION RATIFYING THE CONTRACT TO PURCHASE
REAL PROPERTY LOCATED AT 549 NOLAND AVENUE
FROM DAVID MURPHY AND VERNA MURPHY**

Recitals.

- A. The City of Grand Junction has entered into a Contract to Buy and Sell Real Estate ("Contract") with Dave and Verna Murphy for purchase of property located at 549 Noland Avenue.
- B. The City is purchasing the property to continue its revitalization efforts in the south downtown area.
- C. The Contract provides that on or before February 8, 2007, the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of the property.
- D. Based on the advice and information provided by the City staff, the City Council finds that it is necessary and proper that the City purchase said property located at 549 Noland Avenue.

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

1. The above described property shall be purchased for a price of \$650,000.00. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said property which are consistent with the provisions of the negotiated Contract and this Resolution are hereby ratified, approved and confirmed.
2. The sum of \$50,000.00 has been paid for the purposes of earnest money to Mr. and Mrs. Murphy, and the remaining sum of \$600,000.00 is authorized to be paid at closing, in exchange for conveyance of the fee simple title. The City will lease the property to the Murphys until July 2007.
3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the purchase of the described property. Specifically, City staff is directed to effectuate this Resolution and the existing Contract, including execution and delivery of such certificates and documents as may be necessary or desirable to complete the purchase for the stated price.

PASSED and ADOPTED this _____ day of _____, 2007.

Attest:

President of the Council

City Clerk